

CITY OF BETHEL

City Council Meeting Agenda, October 11, 2022 – 6:30 PM

Website: <https://www.cityofbethel.org/council>

Location: Council Chambers, City Hall, 300 Chief Eddie Hoffman Highway, Bethel

Council Members: Mayor Mark Springer, Vice-Mayor Conrad McCormick, Michelle DeWitt,
Perry Barr, Rose Henderson, Eric Whitney, Beth Hessler

Zoom Meeting Link: <https://us06web.zoom.us/j/4888456188?pwd=bkN1dGI4MHpGZ1kwOUVYWU5kd0xhZz09>

Zoom Meeting ID: 488 845 6188

Zoom Meeting Passcode: 13871

Zoom Meeting Conference Line Numbers: 833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5257 US Toll-free

888 475 4499 US Toll-free



1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

4.1.



Written Public Comments can be submitted by opening your phone camera and hovering over this URL code. The link to the submission form will appear. You may also go to www.cityofbethel.org.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

6.1. *9-27-2022 Regular City Council Meeting

7. REPORTS OF STANDING COMMITTEES

7.1. Committee/Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

8.1. Review Canvass Board Certificate Of Election, October 4, 2022- Not Available Until After The Canvass Board October 6, 2022 (Mayor Springer)

8.2. Resolution 21-11: Certifying The Results Of The October 4, 2022 Regular City Election- Not Available Until After The Canvass Board October 6, 2022- (Mayor Springer)

8.3. Oath Administered To Newly Elected Council Members (Mayor Springer)

9. UNFINISHED BUSINESS

9.1. Public Hearing Of Ordinance 22-32: Amending Chapter 3.12, Administration And Maintenance Of The Classification Plans, Establishing A Pay Grade, Job Titles, And Compensation Plan For Non-Unionized City Employees (City Manager Williams)

Posted <<DATE>> at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-545-4120

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

- 9.2. Public Hearing Of Ordinance 22-34: Establishing A Short-Term Amnesty Program Requiring Compliance With The Sales Tax And Business Licensing Codes For The Payment Of Delinquent Taxes And Allowing The Forgiveness Of Fees, Penalties And Interest To Incentivize Voluntary Compliance (Council Member Hessler)
- 9.3. Public Hearing Of Budget Ordinance 22-22(d): Amending The Fiscal Year 2023 Budget (City Manager Williams)

10. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 22-35: Amending Bethel Municipal Code Section 2.05.150, Conflicts Of Interest (City Manager Williams)
- 10.2. AM 22-27: Direct City Administration To Issue Checks Totaling \$85,430 To Year 5, Quarter 3 Community Action Grant (CAG) Awardees Based On The Recommendation Of The Community Action Grant Committee (City Manager Williams)
- 10.3. *AM 22-28: Direct Administration To Negotiate And Execute A Contract With The Lowest Qualifying Bidder On The Bethel Floodwater Detention Basin Construction Project (City Manager Williams)
- 10.4. *IM 22-20: City Manager To Act According To BMC 4.20.150 Waiver Of Formal Bidding Procedures And Waive Formal Bidding Procedures For Purchases Associated With Hiring Hauled-Utility Drivers For Water And Sewer, Because It Is In The Best Interest Of The City (City Manager Williams)

11. REPORTS

- 11.1. Mayor's Report
- 11.2. City Manager's Report
- 11.3. Clerk's Report

12. COUNCIL MEMBER COMMENTS

13. EXECUTIVE SESSION

14. ADJOURNMENT

Posted <<DATE>> at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-545-4120

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on September 27, 2022 at 6:30 p.m., in the Council Chambers, Bethel, Alaska.

Mayor Springer called the meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Perry Barr (telephonically) City Council Member Rose Henderson (telephonically) Council Member Michelle DeWitt City Council Member Beth Hessler City Council Member Eric Whitney Vice-Mayor Conrad McCormick Mayor Mark Springer
Members Absent:
Also in attendance were the following:
City Manager Peter Williams, City Clerk Lori Strickler

4. PEOPLE TO BE HEARD – Five minutes per person

*Lorin Bradbury, resident of Bethel, Alaska-- Spoke in favor with Ordinance 22-34.
Asked the Council to have discussion about Donlin Creek Mine.*

Item 4.1. - Written Public Comments

Marsha Riley- resident of Bethel, Alaska- Provided written comment concerning road signs and road grading upkeep.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by: Beth Hessler

Seconded by: Rose Henderson

In favor: Perry Barr, Mark Springer, Michelle DeWitt, Conrad McCormick, Eric Whitney, Beth Hessler

Opposed: None

Results: | Motion Carries

Council Member Henderson experienced technical difficulties with connectivity and a motion was made during Reports of Standing Committees to return to this Item of Business.

Removal of Ordinance 22-34 from the consent agenda- Council Member Henderson.

Main Motion: Approve the Consent and Regular Agenda.

In favor: | Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick,
Eric Whitney, Beth Hessler

Opposed: | None

Results: | Motion Carries

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *9-13-2022 Regular City Council Meeting

Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Committee/Commission Agendas And Draft Meeting Minutes

Motion to suspend the rules to move back to the approval of the agenda.

Moved by: | Conrad McCormick

Seconded by: | Eric Whitney

In favor: | Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick,
Eric Whitney, Beth Hessler

Opposed: | None

Results: | Motion Carries

Port Commission, Council Member Hessler- Reviewed tariff rates; a notice will be going out to initiate an increase of Port Rates in the coming weeks. The harbor weathered the storm from the typhoon quite well. The Port will soon receive two new work trucks.

Planning Commission, Council Member Henderson- Nothing to report.

Community Action Grant Technical Review Board, Council Member Barr- Provided a summary of the current funding level and encouraged people to apply.

Community Parks and Recreation Committee, Council Member DeWitt- Received an update from a Committee member on Ordinance 22-28 and Ordinance 22-22(b) to discuss for tonight's meeting.

Finance Committee, Council Member Whitney- A meeting was not held due to a lack of a

quorum.

Public Works Committee, Mayor Springer- A meeting was not held due to a lack of a quorum.

Public Safety and Transportation Commission, Vice-Mayor McCormick- A new Vice-Chair was elected, Megan Newport. Curfew laws and vandalism was discussed. Recent thefts were also discussed. Discussed potential awareness opportunities for sexual assault/prevention information in public areas and received an update on four-wheeler compliance. The Commission would like to amend the code to allow more discretion to Bethel Friends of Canines to evaluate dog bites. The Police Department attended crisis intervention training.

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 22-28: Adopting Fees And Rates For The YK Fitness Center And Establishing A "Pay What You Can" Policy (Council Member Barr)

Mayor Springer opened the Public Hearing.

No present to be heard.

Mayor Springer closed the Public Hearing.

Main Motion: Adopt Ordinance 22-28.

Moved by:	Perry Barr
Seconded by:	Rose Henderson
In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

Motion to amend the proposed ordinance to adopt the updated standard fees presented by the Administration.

Moved by:	Perry Barr
Seconded by:	Beth Hessler
In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

Motion to amend to insert the opportunity to provide discounts for marketing opportunities.

Moved by:	Michelle DeWitt
Seconded by:	Eric Whitney
In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler

Opposed: | None
Results: | Motion Carries

Item 9.2. - Public Hearing Of Budget Ordinance 22-22(b): Amending The City Of Bethel Fiscal Year 2023 Budget (Community Parks And Recreation Committee)

Mayor Springer opened the Public Hearing.
No one present to be heard.
Mayor Springer closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 22-22(b).

Moved by: | Michelle DeWitt
Seconded by: | Beth Hessler
In favor: | Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed: | None
Results: | Motion Carries

Item 9.3. - Public Hearing Of Budget Ordinance 22-22(c): Amending The City Of Bethel Fiscal Year 2023 Budget (City Manager Williams)

Mayor Springer opened the Public Hearing.
No one present to be heard.
Mayor Springer closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 22-22(c).

Moved by: | Rose Henderson
Seconded by: | Conrad McCormick
In favor: | Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed: | None
Results: | Motion Carries

Item 9.4. - Public Hearing Of Ordinance 22-32: Amending Chapter 3.12, Administration And Maintenance Of The Classification Plans, Establishing A Pay Grade, Job Titles, And Compensation Plan For Non-Unionized City Employees (City Manager Williams)

Mayor Springer opened the Public Hearing

Suspend the rules to also allow city employees to address the council.

Moved by: | Conrad McCormick
Seconded by: | Rose Henderson
In favor: | Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick,

	Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

Xavier Mason- Disagreed with the classification structure for the Finance Department and recommended postponing the ordinance to gather more information.

Mayor Springer closed the Public Hearing.

Motion to postpone.

Moved by:	Rose Henderson
Seconded by:	Conrad McCormick
In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Beth Hessler
Opposed:	Eric Whitney
Results:	Motion Carries

Item 9.5. - Public Hearing Of Ordinance 22-33: Amending Bethel Municipal Code Chapter 3.60, Leave, By Repealing Annual Leave And Sick Leave And Adopting Paid Time Off (City Manager Williams)

Mayor Springer opened the Public Hearing.

No one present to be heard.

Mayor Springer closed the Public Hearing.

Main Motion: Adopt Ordinance 22-33.

Moved by:	Rose Henderson
Seconded by:	Michelle DeWitt
In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - *Introduction Of Ordinance 22-34: Establishing A Short-Term Amnesty Program Requiring Compliance With The Sales Tax And Business Licensing Codes For The Payment Of Delinquent Taxes And Allowing The Forgiveness Of Fees, Penalties And Interest To Incentivize Voluntary Compliance (Council Member Hessler)

Main Motion: Introduce Ordinance 22-34.

Moved by:	Beth Hessler
Seconded by:	Perry Barr
In favor:	Perry Barr, Mark Springer, Conrad McCormick, Eric Whitney, Beth Hessler

Opposed: | Rose Henderson, Michelle DeWitt
Results: | Motion Carries

Motion to suspend the rules to hear from the Finance Director.

Moved by: | Beth Hessler
Seconded by: | Eric Whitney
In favor: | Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick,
Eric Whitney, Beth Hessler
Opposed: | None
Results: | Motion Carries

Item 10.2. - *Introduction Of Budget Ordinance 22-22(d): Amending The Fiscal Year 2023 Budget (City Manager Williams)

Passed on the consent agenda.

11. REPORTS

Item 11.1. - Mayor's Report

Item 11.2. - City Manager's Report

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor Springer- Thanked the outgoing council members. Spoke about the ethics of not paying sales tax.

Vice-Mayor McCormick- Wished KYUK reporter Anna Rose MacArthur the best as she transitions to a new community. Thanked Council Member Barr and Council Member DeWitt for their service on Council.

Council Member DeWitt- It was an honor to serve the community. Grateful for the city employees and the work that they do. Has learned a lot from serving on council, and encouraged residents to run for city council at some point. Would like to specifically thank the three employees working for the City Council; City Manager Williams, City Clerk Strickler, and City Attorney Bakalar.

Council Member Barr- Wished that the City Manager and the administration could do things faster. Would like to see more community events to bring the community together. We need to be a community that cares for each other. Hopes that the new city council has that vision. Hopes that future council members get reimbursed for their time.

Council Member Henderson-Thanked the Finance Director, Duane Wright. Congratulated and thanked the outgoing council members. Looking forward to meeting the new Police Chief in-person.

Council Member Whitney-Thanked the outgoing council members. Encouraged residents to serve on council or on one of the City's committees.

Council Member Hessler- Thanked the outgoing council members. Had a good visit with the Police Chief. Read a portion of a book by Benjamin Franklin.

13. EXECUTIVE SESSION

Item 13.1. - In Accordance With AS 44.62.310.(C)(1) Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity; And (3) Matters Which By Law, Municipal Charter, Or Ordinance Are Required To Be Confidential- Pending Delinquent Sales Tax Litigation (City Manager Williams)

Main Motion: Move into Executive Session- In Accordance With AS 44.62.310.(C)(1) Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity; And (3) Matters Which By Law, Municipal Charter, Or Ordinance Are Required To Be Confidential- Pending Delinquent Sales Tax Litigation.

Attending this item of business will be the City Council, City Manager, City Clerk, Contract Attorney Michael Gatti, and the Finance Director.

Moved by:	Rose Henderson
Seconded by:	Michelle DeWitt
In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Rose Henderson
Seconded by:	Conrad McCormick
In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

Meeting ended at 9:45 p.m.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL
PUBLIC SAFETY AND TRANSPORTATION COMMISSION
WEDNESDAY, OCTOBER 05, 2022, 6:30 p.m.
LOCATION: Council Chambers-City Hall, 300 State Hwy



COMMISSION MEMBERS

Theresa Quiner <i>Chair</i>	Megan Newport <i>Vice Chair</i>
Melanie Fredericks	DeShan Foret
CJ McCormick <i>Council</i>	Farah Sears
<i>Representative</i>	Musa Saliu

STAFF

Police Chief: Leonard Hicks
Fire Chief: Daron Solesbee
Admin. Asst.: Brianna Evan
Email: bevan@cityofbethel.net
Phone: 907-543-3781

Join Zoom Meeting

<https://us06web.zoom.us/j/84018348155?pwd=VllUeU2R1SnJ3N3Nuejk3VlJzUEtYZz09>

Meeting ID: 840 1834 8155 **Passcode:** 591993

Dial by Location

253 215 8782 US (Tacoma)	301 715 8592 US (DC)	833 548 0276 US Toll-free	877 853 5257 US Toll-free
346 248 7799 US (Houston)	312 626 6799 US (Chicago)	833 548 0282 US Toll-free	888 475 4499 US Toll-free
669 900 9128 US (San Jose)	646 558 8656 US (New York)		

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MEETING MINUTES
September 07, 2022
- VI. UNFINISHED BUSINESS
- VII. NEW BUSINESS

People to be Heard Through Written Testimony

- Must be emailed to bevan@cityofbethel.net by 4:00 p.m. the day of the meeting.
- Specifically request that it be presented under People to be heard.
- Contain full, real name of the person sending the request. Public comment may be summarized if the length of the submission exceeds the five-minute time limit.

- A. Review of Chauffeur Permit, 20-020, chauffeur/taxi complaints (Transportation Inspector)
- B. Request that the PSTC board support a budget modification for a part time position (Lt. Jesse Poole)
- VIII. EX OFFICIO MEMBER REPORTS
- IX. TRANSPORTATION INSPECTOR'S REPORT
- X. COMMISSION MEMBER COMMENTS
- XI. ADJOURNMENT

Posted September 29, 2022, at Police Department, AC Co., Swanson's, and the Post Office, City Hall

Brianna Evan, Ex-Officio Staff

Brianna Evan

City of Bethel Canvass Board Certificate of City of Bethel Regular Election Held October 4, 2022

Ballot Issues - City Council Members

Council Candidates	Early Voting Verified Ballots	Precinct No. 1	Precinct No. 2	Canvass Board Verified Ballots	Total Votes Property Cast
Henderson, Rose "Sugar"	60	234	203	19	516
Snow, Patrick	52	198	209	16	475
Swope, Sophie	56	222	211	19	508
Batchelor, Henry S. Jr. (Write-In Candidate)					45

Ballot Issues - Propositions

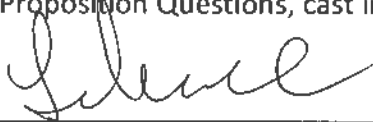
Proposition #1		Early Voting Verified Ballots	Precinct No. 1	Precinct No. 2	Canvass Board Verified Ballots	Total Votes Property Cast
Shall the City of Bethel Municipal Code be amended by adding a new section 8.06 Mask Mandates to read as follows:	YES	34	174	118	15	341
8.06.010 The City of Bethel shall not enact any mandates requiring masks or face coverings.	NO	33	146	121	19	319

Ballot Issues - Propositions

Proposition 2		Early Voting Verified Ballots	Precinct No. 1	Precinct No. 2	Canvass Board Verified Ballots	Total Votes Property Cast
Shall the City of Bethel adopt a local option (4.11.491 (a) (2) (A) and (H)), to prohibit the sale of alcoholic beverages EXCEPT through a:	YES	17	99	81	12	209
Restaurant or eating place license, which authorizes the restaurant or eating place to sell beer and wine for consumption only on the licensed premises; AND Package store license, limited to selling only beer and wine to a person present on the licensed premises.	NO	50	222	157	22	452

Number of City of Bethel Registered Voters	
Precinct 38-808, LKSD District Office	2,138
Precinct 38-810, Cultural Center	1,950
Total Number of Registered Voters	4,088
Voter Turnout Precinct No. 1	325
Voter Turnout Precinct No. 2	301
Voter Turnout Early and Absentee Voting	70
Voter's Verified at Canvass Board	34
Percent of Voter Turnout	18.69%
Total Number of Ballots Property Cast	730

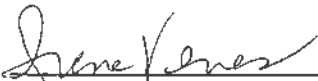
WE, the Canvass Board of the City of Bethel, meeting this 6th day of October 2022, jointly certify that the information listed herein is a true and accurate statement of votes for Bethel City Council Members and Proposition Questions, cast in the Regular City Election of October 4, 2022.



Canvass Board Member

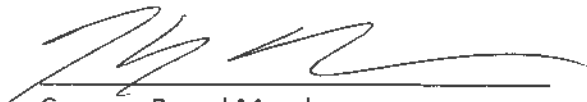


Canvass Board Member



Canvass Board Member

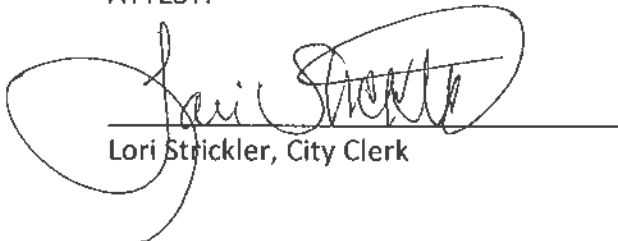
Canvass Board Member



Canvass Board Member

Canvass Board Member

ATTEST:



Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

RESOLUTION #22-11

A RESOLUTION CERTIFYING THE RESULTS OF THE OCTOBER 4, 2022 REGULAR CITY ELECTION

WHEREAS, the Canvass Board of the City of Bethel met on October 6, 2022, and tallied the votes of Questioned, Special Needs, and Absentee In-Person/By-Mail, Electronic ballots;

WHEREAS, the Canvass Board results were added to the Early Voting, and Election Day results of regular ballots cast by voters;

WHEREAS, the results of the Canvass Board of the City of Bethel are as follows:

Ballot Issues - City Council Members					
Council Candidates	Early Voting Verified Ballots	Precinct No. 1	Precinct No. 2	Canvass Board Verified Ballots	Total Votes Property Cast
Henderson, Rose "Sugar"	60	234	203	19	516
Snow, Patrick	52	198	209	16	475
Swope, Sophie	56	222	211	19	508
Batchelor, Henry S. Jr. (Write-In Candidate)					45

Ballot Issues - Propositions						
Proposition #1		Early Voting Verified Ballots	Precinct No. 1	Precinct No. 2	Canvass Board Verified Ballots	Total Votes Property Cast
Shall the City of Bethel Municipal Code be amended by adding a new section 8.06 Mask Mandates to read as follows: 8.06.010 The City of Bethel shall not enact any mandates requiring masks or face coverings.	YES	34	174	118	15	341
	NO	33	146	121	19	319

Ballot Issues - Propositions						
Proposition 2		Early Voting Verified Ballots	Precinct No. 1	Precinct No. 2	Canvass Board Verified Ballots	Total Votes Property Cast
Shall the City of Bethel adopt a local option (4.11.491 (a) (2) (A) and (H)), to prohibit the sale of alcoholic beverages EXCEPT through a:	YES	17	99	81	12	209
Restaurant or eating place license, which authorizes the restaurant or eating place to sell beer and wine for consumption only on the licensed premises; AND Package store license, limited to selling only beer and wine to a person present on the licensed premises.	NO	50	222	157	22	452

Number of City of Bethel Registered Voters	
Precinct 38-808, LKSD District Office	2,138
Precinct 38-810, Cultural Center	1,950
Total Number of Registered Voters	4,088
Voter Turnout Precinct No. 1	325
Voter Turnout Precinct No. 2	301
Voter Turnout Early and Absentee Voting	70
Verified Questioned, Special Needs, Absentee Ballots	34
Percent of Voter Turnout	18.69%
Total Number of Ballots Property Cast	730

WHEREAS, there are three 2-year term and one 1-year term seats up for election;

WHEREAS, there were two propositions questions presented to the voters;

NOW, THEREFORE, BE IT RESOLVED, by the Bethel City Council, that the October 4, 2022, Regular Election was held valid to the best of our knowledge; and

BE IT FURTHER RESOLVED, that the results are certified as follows:

Election of City Council Members:

1. Henderson, Rose "Sugar" was elected to a two-year term ending October 2024.
2. Swope, Sophie was elected to a two-year term ending October 2024.
3. Snow, Patrick was elected to a two-year term ending October 2024.
4. Batchelor, Henry S. Jr. was elected to a one-year term ending October 2023.

Propositions:

Proposition No. 1 - Shall the City of Bethel Municipal Code be amended by adding a new section 8.06 Mask Mandates to read as follows:

8.06.010 The City of Bethel shall not enact any mandates requiring masks or face coverings.

Is approved by the qualified voters by a vote of 341 in favor and 319 opposed.

Proposition No. 2 - Shall the City of Bethel adopt a local option (4.11.491 (a) (2) (A) and (H)), to prohibit the sale of alcoholic beverages EXCEPT through a:

- Restaurant or eating place license, which authorizes the restaurant or eating place to sell beer and wine for consumption only on the licensed premises; AND
- Package store license, limited to selling only beer and wine to a person present on the licensed premises.

Is not adopted by the qualified voters by a vote of 209 in favor and 452 opposed.

ENACTED THIS 11TH DAY OF OCTOBER 2022, BY _ IN FAVOR AND _ OPPOSED.

ATTEST:

Mark Springer, Mayor

Lori Strickler, City Clerk

Introduced by: City Manager Williams
Introduction Date: September 13, 2022
Public Hearing: September 27, 2022
October 11, 2022
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #22-32

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING CHAPTER 3.12, ADMINISTRATION AND MAINTENANCE OF THE CLASSIFICATION PLANS, ESTABLISHING A PAY GRADE, JOB TITLES, AND COMPENSATION PLAN FOR NON-UNIONIZED CITY EMPLOYEES

WHEREAS, the City Council adopted non-codified ordinance #22-19 creating pay grades, job titles, and a compensation plan for non-unionized City employees; and

WHEREAS, with the adoption of ordinance #22-19 the Council should replace the table under BMC 3.12.070, Classification Plan;

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that the following schedule of Pay Grades, Job Titles, and Compensation Plan be used to classify and compensate non-unionized City employees.

Section 1. Classification. This ordinance is permanent in nature and shall be placed in the Bethel Municipal Code.

Section 2. Amendment. The Bethel Municipal Code 3.12.070 Classification Plan is amended, old language is stricken, and new language is underlined.

3.12.070 Classification Plan

Management Employees

Range	Position
Contract	City manager City clerk Parks and recreation director (per agreement with UAF) Staff attorney

Introduced by: City Manager Williams
 Introduction Date: September 13, 2022
 Public Hearing: September 27, 2022
 October 11, 2022
 Action:
 Vote:

IV	None
III	Finance director Fire chief Police chief Port director Public works director City planner Human resources manager Information technology services director
II	Assistant finance director
I	Executive assistant to city manager

Pay Grade/Job Title	
M1	
	Assistant Finance Director Deputy City Clerk
M2	
	City Clerk City Planner Director Finance Director Human Resources Director Information Technology Services Director Public Works Fire Chief Police Chief Port Director
M3	
	City Attorney
M4	
	City Manager

Introduced by: City Manager Williams
Introduction Date: September 13, 2022
Public Hearing: September 27, 2022
October 11, 2022
Action:
Vote:

SECTION 5. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS 27th DAY OF SEPTEMBER 2022, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

Mark Springer, Mayor

Lori Strickler, City Clerk

Introduced by: Council Member Henderson
Introduction Date: May 10, 2022
Public Hearing: May 24, 2022
Action: Passed
Vote: 6-0

CITY OF BETHEL, ALASKA

Ordinance #22-19

AN ORDINANCE BY THE BETHEL CITY COUNCIL ESTABLISHING A PAY GRADE, JOB TITLES, AND COMPENSATION PLAN FOR NON-UNION-REPRESENTED CITY EMPLOYEES

- WHEREAS**, the City Council authorized a contractor to perform a classification and compensation study for the City of Bethel, the results of which were presented to the City Council on September 14, 2021;
- WHEREAS**, one of the recommendations from Pontifex, the contractor that performed the classification and compensation study is:
- Adopt the recommended compensation structure for non-represented jobs that takes into account competitive labor market trends and avoids wage compression among/within occupational groups;
- WHEREAS**, in developing the compensation structure, the contractor used the competitive labor market average midpoint salary range (step 10) rates to construct and benchmark the City's compensation structure recommendation, which is based upon:
- Average base salary rates reflect wages currently being paid to an organization's incumbents. That average carries a bias, in that an organization could be paying higher or lower rates due to a variety of factors such as downsizing and the higher paid incumbents remaining employed. This drives up the salary rate and does not reflect the reality of the worth of the job;
 - Pay structure rates reflect what value the organization has determined for a particular skill set. This provides an objective and measurable indicator of how other organizations value a job/skill set;
 - The midpoint rate (Step 10) reflects pay at the journey-level of a particular job;
- WHEREAS**, the contractor provided compensation parameters for jobs, but setting the compensation for individual employees must be considered by evaluating experience, value to the organization, and scope and complexity of the position in relation to other positions at the same pay grade level;

Introduced by: Council Member Henderson
Introduction Date: May 10, 2022
Public Hearing: May 24, 2022
Action: Passed
Vote: 6-0

WHEREAS , when administration implements the adopted compensation plan, it should evaluate the non-represented employees' salaries and take measures to correct or reduce any salary compression that may have occurred to help ensure internal equity;

WHEREAS , it is standard for high-ranking individuals, or those with seniority, to out-earn co-workers who have entry-level positions, however, when new hires or less experienced workers earn more than their more senior colleagues, that is wage or salary compression;

WHEREAS , the contractor stressed the importance of system maintenance by recommending that the market positioning of the City's jobs be reviewed at a minimum every twenty-four (24) months, which will provide data necessary to calculate adjustments to the wage structure based upon labor market movements or changes;

WHEREAS , the contractor also recommended new or modified job descriptions and job titles, having found that current City job titles were inconsistent or outdated and, which in turn could hinder property compensation administration;

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that the following schedule of Pay Grades, Job Titles, and Compensation Plan be used to classify and compensate non-union-represented City employees.

Section 1. Classification. This ordinance is not permanent in nature and shall not be placed in the Bethel Municipal Code.

Section2 Adoption. The Bethel City Council adopts the following Pay Grade and Job Titles for Non-Represented Employees:

Pay Grade/Job Title
M1
Assistant Finance Director Deputy City Clerk
M2
City Clerk City Planner Director Finance Director Human Resources

Introduced by: Council Member Henderson
 Introduction Date: May 10, 2022
 Public Hearing: May 24, 2022
 Action: Passed
 Vote: 6-0

Director Information Technology Services
Director Public Works
Fire Chief
Police Chief
M3
City Attorney
M4
City Manager

Section3 Adoption. The Bethel City Council adopts the following Compensation Plan for Non-Union Represented Employees:

Compensation Plan

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M1	\$66,089	\$67,741	\$69,435	\$71,171	\$72,950	\$74,774	\$76,643	\$78,559	\$80,523	
M2	\$86,844	\$85,940	\$88,089	\$90,291	\$92,548	\$94,862	\$97,234	\$99,664	\$102,156	
M3	\$100,495	\$103,007	\$105,582	\$108,222	\$110,927	\$113,700	\$116,543	\$119,457	\$122,443	
M4	\$116,665	\$119,581	\$122,571	\$125,635	\$128,776	\$131,995	\$135,295	\$138,677	\$142,144	
Pay Grade	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19
M1	\$82,536	\$84,599	\$86,715	\$88,882	\$91,104	\$93,382	\$95,716	\$98,109	\$100,652	\$103,076
M2	\$104,710	\$107,328	\$110,011	\$112,761	\$115,580	\$118,470	\$121,431	\$124,467	\$127,579	\$130,768
M3	\$125,504	\$128,642	\$131,828	\$135,154	\$138,533	\$141,996	\$145,546	\$149,185	\$152,914	\$156,737
M4	\$145,698	\$149,340	\$153,074	\$156,901	\$160,823	\$164,844	\$168,965	\$173,189	\$177,519	\$181,957

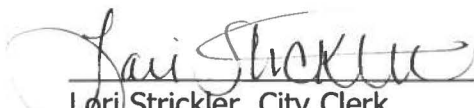
SECTION 4. Compensation Plan Administration. Unless otherwise directed by the Council, the creation of a new class, title changes, reassignments, and changes in pay ranges shall be effectuated as soon as reasonably possible.

SECTION 5. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS 24th DAY OF MAY 2022, BY A VOTE OF 6 IN FAVOR AND 0 OPPOSED.

ATTEST:


 Mark Springer, Mayor


 Lori Strickler, City Clerk
 City of Bethel, Alaska

Ordinance 22-19
 Page 3 of 3

Supplemental Information (Continued)

List of Cities and their titles for their Finance Department second-in-command titles:

Cities with Deputy Finance Director Designation:

- Seward (this includes the duties of the Controller)
- Bethel (hopefully)

Cities with Controller/Comptroller Designation:

- Ketchikan
- City and Borough of Ketchikan
- Fairbanks
- Wasilla
- Valdez
- Matanuska utilizes both Assessor and Comptroller
- Cordova
- Sitka
- Kotzebue
- Kenai (prior to 2023, it was City's Accountant)
- Homer (prior to 2023 it was Accounting Supervisor)

Cities with Assistant Finance Director Designation:

- Nome
- Lake and Peninsula Borough

Cities with other Designations:

- Juneau does: treasurer, Budget Manager, and Controller
- Cordova, Finance Management Assistant
- Dillingham, Assistant Finance Director/Grants (this is a hybrid)
- Kodiak, Senior Fiscal Analyst
- Soldotna, Account Clerk
- Petersburg, N/A (payroll & banking)
- Craig, N/A (Accounts Payable)
- Bristol Bay, Budget Analyst
- Skagway, Accounting Clerk
- North Pole, N/A (top position is City Accountant)

CITY OF BETHEL, ALASKA

Ordinance #22-34

AN ORDINANCE BY THE BETHEL CITY COUNCIL ESTABLISHING A SHORT-TERM AMNESTY PROGRAM REQUIRING COMPLIANCE WITH THE SALES TAX AND BUSINESS LICENSING CODES FOR THE PAYMENT OF DELINQUENT TAXES AND ALLOWING THE FORGIVENESS OF FEES, PENALTIES AND INTEREST TO INCENTIVIZE VOLUNTARY COMPLIANCE

- WHEREAS ,** sales tax evasion presents a serious fiscal problem resulting in the loss of large amounts of revenue to which the City is entitled;
- WHEREAS ,** the City's finance personnel are taking a closer look at the community's sellers' sales tax filings and have identified a significant level of noncompliance, so much so that it would take enormous resources to work with the presumed hundreds of violators;
- WHEREAS ,** creating a program for the forgiveness of fees, penalties and interest associated with the delinquent taxes is expected to incentivize compliance while efficiently managing the Finance Department's personnel and protecting the delinquent tax principal held in trust for the City;
- WHEREAS ,** the fees, penalties, and interest applied to the principal of the delinquent taxes outlined and mandated by the code are high, especially for those sellers that refuse to comply with the audit process;
- WHEREAS ,** sellers that apply and follow through with the amnesty program could see significant financial savings with the waiving of fees, penalties and interest;

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA:

SECTION 1. CLASSIFICATION. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

SECTION 2. AMNESTY PROGRAM. Notwithstanding Bethel Municipal Code Chapter 4.16.290, Forgiveness of uncollected taxes, penalties, and interest, the Bethel City Council adopts and authorizes the city manager to create and implement a one-time amnesty program for businesses or individuals doing business in Bethel who may have an existing tax liability. The amnesty program allows penalties and interest to be waived

for the tax filing periods between October 1, 2019, and October 1, 2022, provided the seller meets the following criteria:

Eligibility for participation.

1. On or before December 31, 2022, the seller applies on a form and in a manner specified by the finance department.
2. On or before February 28, 2023, the seller files complete tax returns for all tax reporting periods between October 1, 2019, and October 1, 2022, for which the seller has not previously filed a tax return, and/or files completed amended returns for all tax reporting periods for which the seller underreported the tax liability.
3. At the time of filing completed tax returns, the seller pays in full all taxes due for all periods for which amnesty is requested or agrees to and complies with the terms of a repayment plan as provided in BMC 4.16.280. Failure by the seller to fully comply with the terms of a repayment plan agreement shall render the participation in the amnesty program null and void, unless the city manager, following recommendation from the city attorney, determines that the failure was due to reasonable causes.
4. No later than December 31, 2022, the seller has or obtains a city business license in accordance with BMC 5.04 and sales tax certificate in accordance with BMC 4.16.090.
5. The delinquent sales tax was due on or between October 1, 2019, and October 1, 2022, and the seller agrees to hold all records for the reporting period(s) for which amnesty is requested, and that are required under BMC 4.16.330 until November 1, 2024
6. The delinquent tax amount is paid in full by November 1, 2024.
7. The seller understands that participation in the amnesty program does not exempt the seller from being audited in the same manner as other sellers. If, between the date of the amnesty agreement and December 31, 2024, the finance director finds any other nonreporting or underreporting of tax liability by any seller who could have otherwise been eligible for amnesty, the finance director shall impose penalties as permitted by Chapter 4.16.

The amnesty program does not apply to sellers who:

1. Have entered into or are negotiating a compromise or settlement agreement with the City of Bethel regarding an unpaid tax liability.
2. Are involved in a pending administrative, civil, criminal, or bankruptcy court action. In this section, "pending administrative action" includes a sales tax audit notice issued on or before October 1, 2022, unless such seller has engaged in corrective action with the finance department in which case the seller may participate in the amnesty program.
3. Are currently seated city council members, the currently seated council member's

Introduced by: Council Member Hessler
Introduction Date: September 27, 2022
Public Hearing Date: October 11, 2022
Action:

immediate family members, or any organization of which the currently seated council member is a director, officer, or employee between January 1, 2020, and December 31, 2022.

Immediate family member includes:

- a) The spouse of the person;
- b) Another person cohabiting with the person in a conjugal relationship that is not a legal marriage;
- c) A child, including a stepchild and an adoptive child, of the person;
- d) A parent, sibling, grandparent, aunt or uncle of the person; and
- e) A parent or sibling of the person's spouse.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective following adoption by the Bethel City Council.

ENACTED THIS ___TH DAY OF 2022 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: City Manager Peter A. Williams
Introduction Date: September 27, 2022
Public Hearing Date: October 11, 2022
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #22-22(d)

AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2023 BUDGET

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, as follows:

SECTION 1. Classification. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

SECTION 2. Fiscal Year Budget Amendments. The following estimated revenues and expenditures are hereby appropriated for the corporate purposes and objects of the City of Bethel for Fiscal Year 2023.

WHEREAS, the Bethel Fire Department Administration has determined that the fire station's foundation is in poor condition, causing shifting and other structural issues;

WHEREAS, Engineer firm, DOWL, performed a geotechnical engineering site visit and visual assessment of the fire station foundation in May 2022 and then developed a plan of repair based on a site visit report dated August 3, 2022;

WHEREAS, the Fire Department and City Administration received a term contract, fee proposal for planning and engineering services, on September 18, 2022 detailing an additional scope of services to include temperature acquisition and a code and condition assessment;

WHEREAS, these geotechnical engineering assessments are required in order to determine the necessary repairs and retrofit tasks to be performed on the fire station foundation to ensure the longevity of the fire station building, its foundation, and continued capability to support the provision of firefighting and emergency medical services;

D-1 Fire Department				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
100-60-6335	Other Purchased Services	\$34,100	<u>\$60,000</u>	\$94,100
100-10100	General Fund Cash in Combined Fund	\$9,769,461	\$(60,000) <i>Total Decrease</i>	\$9,709,461

Introduced by: City Manager Peter A. Williams
Introduction Date: September 27, 2022
Public Hearing Date: October 11, 2022
Action:
Vote:

WHEREAS, the City's FY 2023 Budget contains funding for 18 full-time haul truck Driver positions, several temporary positions, and one Hauled Utilities Foreman position;

WHEREAS, due to a combination of Driver attrition and a shortage of applicants, the City's Hauled Utilities Division is currently operating with only six full-time Drivers and two weekend part-time Drivers, a number markedly below the minimum number of nine full-time Drivers and one Foreman required to maintain the ten routes a day;

WHEREAS, the Public Works Department Director wants to employ the following short-term solution to address the problem: raise the temporary Driver wage from \$40/hr. to \$50/hr., hire qualified CDL Drivers from Anchorage, board them in a city-rented house in Bethel, and work them in 14-day-on/14-day-off shifts so that half of the household are in Bethel at any one time;

WHEREAS, the city plans to charge the drivers the rent plus utilities for a two-bedroom unit occupied by four temporary drivers;

WHEREAS, the expected cost of housing is \$27,000 for the period ending June 30, 2023.

D-2 Public Works Department				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
510-81-6539	Hauled Water-Miscellaneous	\$2,000	<u>\$27,000</u>	\$29,000
510-10100	Water & Sewer Services Cash in Combined Fund	\$5,058,478	\$(27,000) <i>Total Decrease</i>	\$5,031,478

WHEREAS, a crack was found within the sheet pile located at the City Dock;

WHEREAS, the Acting Port Director wants to conduct an additional assessment to determine the severity of these cracks;

WHEREAS, the expected cost to determine the severity of these cracks are \$37,815

D-3 Municipal Dock Department				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
520-50-6241	Municipal Dock Maintenance	\$5,000	<u>\$37,815</u>	\$42,815
520-10100	Municipal Dock Cash in Combined Fund	\$5,506,080	\$(37,815) <i>Total Decrease</i>	\$5,468,265

Introduced by: City Manager Peter A. Williams
Introduction Date: September 27, 2022
Public Hearing Date: October 11, 2022
Action:
Vote:

SECTION 3. Effective Date. This Ordinance shall become effective upon the passage by the Bethel City Council.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA THIS 27TH DAY OF OCTOBER 2022 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk



September 18, 2022

Mr. Peter Williams
City of Bethel
P.O. Box 1388
Bethel, Alaska 99559

**Subject: DOWL Term Contract
Fee Proposal for Planning and Engineering Services
Task Order #53 – Port Wall Condition Assessment**

Dear Mr. Williams:

DOWL is pleased to present a scope of work and fee proposal for the following task order:

Task Order #52 – Port Wall Condition Assessment

It is our understanding that the City of Bethel (City) wishes to assess the condition of the sheet pile wall at the Port of Bethel. The sheet piling appears to be pulling apart and corrective actions, both immediate and long term, need to be identified.

SCOPE OF SERVICES

DOWL proposes the following scope of work to provide these engineering services. Inspections will be led and performed by an experienced, trained, and certified inspector of in-service structures. The inspection will be performed to ASCE and AASHTO applicable standards for the condition evaluation and assessment of structures.

Task 1 – Above Water Inspection

A visual above-water inspection of the structural elements of the port wall will be completed to identify the extent of obvious defects. This will include the following: sheet piling, bull rail, selected underground tie-back anchors, and surface of the subbase material. Cathodic protection system elements will be inspected for visible defects, but the system efficacy will not be tested. Steel elements will be visually inspected for deterioration and thickness recorded with an ultrasonic depth gage. Timber elements will be sounded for anomalies and then bored using traditional 3/8-inch ships auger. Elements found to be in a condition causing concern will be documented with photographs. Mudline depths will be measured along the face of the wall, and an underwater inspection may be required if measurements indicate areas where the toe of wall may be undermined due to scour. We anticipate the above-water inspection will take two days to complete.

Task 2 – Condition Assessment Report

A report will be prepared presenting the inspection findings and recommendations for repairs and maintenance work. To assist the City with the significance of the recommendations, the remaining service life will be estimated.

Deliverable:

- Draft Condition Assessment Report
- Final Condition Assessment Report

Additive Task – Underwater Inspection (additional services)

If required, an underwater inspection of the sheet pile and cathodic protection will be performed to identify the extent of obvious mechanical damage, undermining, and/or deterioration. Video will be recorded throughout the underwater inspection and ultrasonic readings of steel elements will be recorded. The divers anticipate two 10-hour days for the underwater inspection. DOWL will provide monitoring of the underwater inspection from the surface and a subcontractor will perform the actual dive.

ASSUMPTIONS

- The river and slough will be open-water allowing skiff access and mud-line depth measurements along the face of the wall.
- The City will provide access to the bulkhead and to the fenders with an operated skiff at both high and low tides. There will be no vessels alongside the approach structure or at the berth during the inspection other than the inspection crew's boat. There will be no equipment operating while the inspection is underway.
- The City will expose the tie-rods in three locations for visual inspection of the connections to the anchor system and wall.
- The inspection findings and recommendations will be for the use of City of Bethel only. The findings and recommendations will be DOWL's assessment of the condition at the specific time of the inspection.
- As the inspection will be based on visual observations and representative sampling, there is a possibility that hidden or latent defects may not be detected during the inspection. It is assumed that the City or their representative will perform routine inspections in the future of each structure as an integral part of their maintenance program.
- Any critical findings will be relayed to City of Bethel immediately.
- Detailed engineering and cost estimating of repairs or upgrades are not included.
- Seismic analysis, geotechnical investigations, and topographic or bathymetric surveys are not included.
- Environmental assessments or assistance with permitting are not included.

SCHEDULE

DOWL proposes to perform the inspection the first week of October 2022 to coincide with the lowest monthly tides. and prior to freeze-up. If the inspection is unable to be completed at this time, the inspection will not be able to take place until the spring after the ice has thawed. The summary report will be completed within three weeks of completion of the inspection.

FEE PROPOSAL

As outlined in Table 1, we propose to complete Task 1 – Above Water Inspection and Task 2 – Condition Assessment Report for a total lump sum fee of \$37,815. *If an underwater inspection is required, one can be added to this task order through amendment. Through this fee proposal development, DOWL sought fee proposals from multiple diving companies qualified to do inspections. If an underwater inspection is required, the City should plan for approximately \$60,000 more.*

Table 1: Proposed Fee

Task	Budget
Task 1 – Above Water Inspection	\$28,655
Task 2 – Condition Assessment Report	\$9,160
Total for Tasks 1 and 2:	\$37,815

One monthly statement will be provided showing total fees invoiced for the task. Payment will be expected within 30 days.

Services performed by DOWL under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

We trust this provided adequate information for evaluating our proposal. We look forward to working with you on this project and will be happy to answer any additional questions you may have.

Upon receiving a signed authorization to proceed, we will prepare a schedule for this work.

Sincerely,



Chase Nelson, P.E.
LLC Member/Project Manager

Using the City of Bethel-DOWL Engineering Services Term Contract Standard Conditions, DOWL is authorized to begin work on Task Order #53 – Port Wall Condition Assessment- Task 1 and 2.

City of Bethel Authorized Representative

Date

Attachment: Detailed Estimate

DOWL
ESTIMATE FOR PROFESSIONAL SERVICES

PROJECT: TO#53 - Port Wall Condition Assessment

CLIENT: City of Bethel

WO# 50207.00
DATE: 15-Sep-22
PREPARED BY: JRS/NKG
REVIEWED BY: CAN

PROJECT SUMMARY		
Task 1- Above Water Inspection	TOTAL =	\$28,655.00
Task 2- Condition Assessment Report	TOTAL =	\$9,160.00
TOTAL ESTIMATED FEES FOR PROFESSIONAL SERVICES	TOTAL =	\$37,815.00

Labor Category	Project Manager	Project Engineer	Inspector	Senior Manager	Subconsultants	Expenses	TOTALS
	Nelson	Schmetzer	Geary	Robertson			
Hourly Rate	\$215.00	\$180.00	\$205.00	\$255.00	6% Markup	10% Markup	
Task 1- Above Water Inspection							
Project Management	2		8				10
Coordination		4	16	2			22
Travel/Mobiliation	16		16			\$8,635.00	32
Inspection Services	16		16				32
Subtotal - Hours	34	4	56	2			96
Subtotal - Costs	\$7,310.00	\$720.00	\$11,480.00	\$510.00	\$0.00	\$8,635.00	\$28,655.00
Task 2- Condition Assessment Report							
Project Management	2						2
Draft Report		4	22				26
Final Report		4	4				8
Quality Control	2			6			8
Subtotal - Hours	4	8	26	6			44
Subtotal - Costs	\$860.00	\$1,440.00	\$5,330.00	\$1,530.00	\$0.00	\$0.00	\$9,160.00
TOTAL - Hours	38	12	82	8			
TOTAL - Costs	\$8,170.00	\$2,160.00	\$16,810.00	\$2,040.00	\$0.00	\$8,635.00	\$37,815.00



September 18, 2022

Mr. Peter Williams
City of Bethel
P.O. Box 1388
Bethel, Alaska 99559

**Subject: DOWL Term Contract
Fee Proposal for Planning and Engineering Services
Task Order #48 – Fire Station Geotechnical Visual Assessment – AMENDMENT**

Dear Mr. Williams:

DOWL is pleased to present an amendment to the scope of work and fee proposal for the following task order:

Task Order #48 – Fire Station Geotechnical Visual Assessment

It is our understanding that the City of Bethel (City) has reviewed the recommendations outlined in our August 3, 2022 Site Visit Report and wishes to proceed with a full code and condition assessment of the fire station facility as well as a more detailed geotechnical investigation to identify foundation solutions. The DOWL team will include our subconsultants, Architects Alaska and BBFM, Inc, for architectural and structural assessment of the structure. Our in-house geotechnical group will perform the more detailed investigation, which will be broken into two phases. First, we will assess the ground temperatures below the building, then we developed the more detailed geotechnical program based on the temperature data. This amendment covers the scope and fee associated with the code and condition assessment and obtaining the ground temperatures. An additional amendment will be forthcoming for the geotechnical investigation and foundation solutions.

Additional SCOPE OF SERVICES

The additional services will be conducted under Task 2 and Task 3 of this project as described below.

Task 2 – Temperature Acquisition

The Bethel Fire Station is supported on a pile foundation with a subgrade thermosyphon cooling system. A steel casing is installed adjacent to most of the wooden piles. At the time of our site visit in May 2022, the casings could not be opened with the tools available and within the time allotted. However, if the casings can be opened and temperatures collected, there could be potential cost savings in reduction of drilling required to assess foundation conditions and possibly provide data which could be used to retrofit a freezing system to the existing casings in the future.

We propose to initially conduct temperature measurements in the existing steel casings prior to determining the extent that additional subsurface drilling is required. The steel casings will be opened with large pipe wrenches and extension bars. If we are unable to open enough casings to obtain an adequate distribution of subsurface temperatures, some casings will be cut with a portable bandsaw and repaired after the temperatures are measured using a rubber pipe repair coupling with stainless steel tension bands. Once the casings are opened, a thermistor strand with resistors installed every two feet will be placed in the casings and allowed to thermally equilibrate prior to obtaining the temperature profile measurement.

There are approximately 40 steel casings which can potentially be used for measurement. We estimate it will take approximately two to three days to perform the work. A letter report presenting the data, our interpretation of the data, and recommendations for additional investigation (if any) will be issued within two weeks of completing the field work.

Task 2 – Code and Condition Assessment

The DOWL team will conduct an on-site inspection to assess the architectural and structural condition of the fire station facility based on current code requirements. We will prepare a report to identify recommended repairs. Per conversations with Fire Chief Daron Solesbee, we understand that several items have already been identified as needing addressed including repair of the station roof, which also needs installation of snow guards, repair of facility gutters, and repair of the fire hose storage area. The code and condition assessment will likely identify additional items. Our team will provide a preliminary construction estimate of all recommended repairs.

ASSUMPTIONS

DOWL has used the following assumptions to generate a fee proposal for this additional scope of services:

- The client will assist with legal entry and access onto the site for DOWL to collect temperature data and perform the site inspection, including underneath and inside the building.
- The site is free of stored materials and limited snow and ice is present to facilitate access.
- All readily visible aspects of the structure will be observed and assessed. Significant destructive investigation is not included, which will limit assessment of some structural elements that are not visible due to hard finishes and other elements.
- The code and condition report may include basic, schematic-level sketches and/or drawings, but construction-ready drawings are not included.
- Standby fees may be invoiced in addition to the proposed lump sum fee. Standby would only be charged for delays caused by weather or circumstances beyond our control.

FEE PROPOSAL

We propose to complete the above-described services for a total lump sum fee of \$47,344. These services will be completed under the two tasks as described above for the additional budget shown below.

Table 1: Proposed Fee

Task	Contracted Budget	Additional Budget	Amended Budget
Task 1- Visual Assessment (Lump Sum)	\$7,567	\$0	\$7,567
Task 2- Temperature Acquisition (Lump Sum)	\$0	\$17,937	\$17,937
Task 3- Code and Condition Assessment (Lump Sum)	\$0	\$29,407	\$29,407
Total	\$7,567	\$47,344	\$54,911

One monthly statement will be provided showing total fees invoiced for the task. Payment will be expected within 30 days.

Services performed by DOWL under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

We trust this provided adequate information for evaluating our proposal. We look forward to working with you on this project and will be happy to answer any additional questions you may have.

Upon receiving a signed authorization to proceed, we will prepare a schedule for this work. We estimate being able to complete the temperature assessment within six weeks after notice to proceed is received.

Sincerely,



Chase Nelson, P.E.
LLC Member/Project Manager

Using the City of Bethel-DOWL Engineering Services Term Contract Standard Conditions, DOWL is authorized to amend Task Order #48 – Fire Station Geotechnical Visual Assessment and proceed with the work immediately.

City of Bethel Authorized Representative

Date

Attachment: Detailed Estimate

DOWL
ESTIMATE FOR PROFESSIONAL SERVICES

PROJECT: TO#48 - Fire Station Geotechnical Visual Assessment - AMENDMENT

CLIENT: City of Bethel

WO# 50109.15
DATE: 12-Sep-22
PREPARED BY: JRS
REVIEWED BY: CAN

PROJECT SUMMARY										
Task 1- Temperature Acquisition								TOTAL =	\$17,937.30	
Task 1- Code and Condition Assessment								TOTAL =	\$29,407.06	
TOTAL ESTIMATED FEES FOR PROFESSIONAL SERVICES								TOTAL =	\$47,344.36	

Labor Category	Project Manager	Project Engineer	Senior Geotech	Senior Geotech	Project Geotech	CAD/GIS	Accounting	Expenses	Subconsultants	TOTALS
	Nelson	Schmetzer	Nutter	Holland	Pribyl	Jameson				
Hourly Rate	\$215.00	\$180.00	\$190.00	\$205.00	\$170.00	\$110.00	\$105.00	10% Markup	6% Markup	
Task 1- Temperature Acquisition										
Project Management	4				6		2			12
Coordination		4								4
Safety Planning					2					2
Travel & mob/demob					8			\$661		8
Subsurface Temperature Measurements					30			\$2,466		30
Subsurface Temperature Memorandum		2		8	14	4				28
Quality Control			2							2
Subtotal - Hours	4	6	2	8	60	4	2			86
Subtotal - Costs	\$860.00	\$1,080.00	\$380.00	\$1,640.00	\$10,200.00	\$440.00	\$210.00	\$3,127.30	\$0.00	\$17,937.30
Task 1- Code and Condition Assessment										
Project Management	4						2			6
Kick-Off Mtg	2	6							\$1,277	8
Site Visit									\$6,249	0
Analysis		2							\$4,521	2
Narrative		16							\$7,208	16
Cost Estimate		2							\$3,112	2
Quality Control	4									4
Subtotal - Hours	10	26	0	0	0	0	2			38
Subtotal - Costs	\$2,150.00	\$4,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$210.00	\$0.00	\$22,367.06	\$29,407.06
TOTAL - Hours	14	32	2	8	60	4	4			
TOTAL - Costs	\$3,010.00	\$5,760.00	\$380.00	\$1,640.00	\$10,200.00	\$440.00	\$420.00	\$3,127.30	\$22,367.06	\$47,344.36



Bethel Fire Station - Code and Condition Survey

Prepared for:
3535 College Road, Suite 100
Fairbanks, AK 99709

Date: 9.9.22
Job No.: TBD

Code Analysis and Condition Survey
Architectural Labor Fee

Task Description	Principal/Senior Project Manager	Principal/Project Manager	Associate/Project Manager III	Associate/Project Manager II	Associate/Project Manager I	Design Professional Level XII	Design Professional Level XI	Design Professional Level X	Design Professional Level IX	Design Professional Level VIII	Design Professional Level VII	Design Professional Level VI	Design Professional Level V	Design Professional Level IV	Design Professional Level III	Design Professional Level II	Design Professional Level I	Information Technology Services	Administrative Support
Kick-off Meeting	1	(Telephonic)						2											
Site Visit								12	(includes travel time)										
Existing Facility Documentation								6							2				
Draft Narrative Production:																			
Code								8											
Drawings								2							4				
Narrative								8											
Quality Assurance Check	2																		
Project Management								4											
Coordinate Cost Estimate								2											
Draft Review Mtg.	1	(Telephonic)						2	(Telephonic)										
Final Revisions								2							2				
Subtotal Hours	4	0	0	0	0	0	0	48	0	0	0	0	0	0	0	8	0	0	0
Hourly Rate	\$ 275	\$ 250	\$ 230	\$ 220	\$ 210	\$ 200	\$ 190	\$ 180	\$ 170	\$ 160	\$ 150	\$ 140	\$ 130	\$ 120	\$ 110	\$ 100	\$ 90	\$ 100	\$ 75
Direct Labor by Position	\$1,100	\$-	\$-	\$-	\$-	\$-	\$-	\$8,640	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$800	\$-	\$-	\$-
Total Hours	60	Hours																	
Architectural Labor Fee																\$			10,540

Code Analysis and Condition Survey Expenses

Printing																			
Plots (Bond Paper)	0	Sheets						\$	1.00	/ sheet	\$				-				
Plots (Mylar or Special Paper)	0	Sheets						\$	5.00	/ sheet	\$				-				
Print Drawing Sets (B&W)	0	Sets,	0	sheets per set				\$	2.20	/ sheet	\$				-				
Print Drawing Sets (Color)	0	Sets,	0	sheets per set				\$	5.25	/ sheet	\$				-				
Specifications / Reports	0	Books,	0	pages per spec / book				\$	0.10	/ page	\$				-				
Travel																			
Air Fare	1	Trip(s),	1	traveler(s) @				\$	450.00	/ round trip	\$				450.00				
Ground Transport	0	Day(s),	0	vehicle(s) @				\$	-	/ day	\$				-				
Lodging	0	Day(s),	0	traveler(s) @				\$	-	/ night	\$				-				
Per Diem Meals	1	Day(s),	1	traveler(s) @				\$	50.00	/ day	\$				50.00				
Mileage	0	Mile(s),						\$	0.585	/ mile	\$				-				
Airport Parking	1	Day(s),	1	vehicle(s) @				\$	18.00	/ day	\$				18.00				
Communications																			
Long Distance Telephone	0	Month(s)						\$	20.00	/ month	\$				-				
Courier (Start - Destination)	0	Parcel(s)						\$	15.00	/ parcel	\$				-				
Modelling																			
Point Cloud Model	0	Model(s)						\$	49.00	/ model	\$				-				
Mark-up	10.0%										\$				51.80				

\$ 570

SUBTOTAL - Architects Alaska Code Analysis and Condition Survey Fee \$ 11,110

Consultant Code Analysis and Condition Survey Fees

CIVIL: Civil Engineer	\$ -
STRUCT: Structural Engineer	\$ -
MECH: Mechanical Engineer	\$ -
ELECT: Electrical Engineer	\$ -
COST: Cost Estimator	\$ -
SPC 1: Specialist 1	\$ -
SPC 2: Specialist 2	\$ -

10.0% M/U				
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-

SUBTOTAL -Consultant Code Analysis and Condition Survey Fees, including Mark-up \$ -

SUBTOTAL - Code Analysis and Condition Survey \$ 11,110

Bethel Fire Station Condition Assessment

CLIENT: DOWL Engineers

PREPARED BY: Greg Latreille, PE, SE

DATE: August 31, 2022

PAGE 1

FEES\2022GEN\Bethel Fire Station

BBFM Engineers, Inc.
Structural Fee Proposal

COMMENTS:

- Lump Sum fee proposal
- Includes single-day assessment of existing structure.
- All readily visible aspects of the structure will be observed and assessed.
- Does not include destructive investigation other than coordinated on site or prior to visit.
- Not all structural elements may be visible, due to hard finishes and other elements.
- Findings and recommendations will be presented in a written report.
- Basic, schematic-level sketches and/or drawings may be used to convey report conclusions, but construction-ready drawings are not included in this scope.

TASKS	Senior Principal	Principal	Associate	Sr Project Engineer	Project Engineer	Structural Designer	CAD Tech	Office Manager	Clerical
Design									
Site visit (same day)	0	12	0	0	0	0	0	0	0
Analysis/Calculations	0	6	0	0	0	0	0	0	0
Findings Report	0	8	0	0	0	0	4	0	0
Meetings/Coordination	0	4	0	0	0	0	0	0	0
TOTAL HOURS	0	30	0	0	0	0	4	0	0
RATE	\$245.00	\$195.00	\$170.00	\$145.00	\$135.00	\$125.00	\$140.00	\$175.00	\$75.00
HOURS * RATE	\$0	\$5,850	\$0	\$0	\$0	\$0	\$560	\$0	\$0
TOTAL LABOR	\$6,410								
EXPENSES									
Travel	\$550								
Food	\$50								
Lodging	\$0								
Auto	\$25								
Parking	\$20								
Reproduction	\$0								
Delivery	\$0								
TOTAL EXPENSES	\$645								
TOTAL FEE	\$7,055								



August 18, 2022

Jennifer Schmetzer
DOWL
3535 College Road, Suite 100
Fairbanks, AK 99709

Re: Bethel Fire Station
Fee Proposal

Jennifer,

We can provide you with cost estimating services for this project for the fees, outlined below. We have base our proposal on the SOW in your email on 26Aug22. Our fee includes one estimate, with a revision based on the design team's review comments.

Plan on 3-4 weeks for the draft estimates to be developed, for review by the design team.

If the scope changes, we reserve the opportunity to renegotiate our fees.

Item	Admin Rate \$108.00		Estimator \$87.00	Sr Estimator \$170.00		Fixed Fee Totals	
Construction Cost Estimate							
Building Condition Survey Submittal	2	\$216	\$0	16	\$2,720	18	\$2,936

Thank you for choosing Estimations for your cost estimating services.

Sincerely,

Maureen E. Benner
Senior Office Administrator

CITY OF BETHEL, ALASKA

Ordinance #22-35

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE SECTION 2.05.150, CONFLICTS OF INTEREST

- WHEREAS**, Bethel Municipal Code 2.05.150 contains provisions for determining a conflict of interest when in public meetings and applies to all city officials;
- WHEREAS**, BMC 2.05.010(C) defines city official" as "a person who holds elective office under the ordinances of the city, or who is a member of a board or commission whose appointment is subject to confirmation by the "city council";
- WHEREAS**, the title of BMC 2.05.150 references only "elected" city officials, which does not meet the intent of the chapter and is inconsistent with its definitions,
- WHEREAS**, the word "elected" is therefore being removed to ensure clear legislative intent;

NOW THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska:

SECTION 1. Classification. This is a codified Ordinance of general and permanent nature and shall become part of the Bethel Municipal Code.

SECTION 2. Amendment. Bethel Municipal Code Chapter 2.05.150 Conflict of interest, Elected city officials, is amended as follows, new language is underlined and old language is stricken.

2.05.150 Conflict of interest – ~~Elected~~-city officials.

A. Except as provided herein a city official may not participate in any official action in which the official or a member of the official's immediate family has a substantial financial interest. For purposes of this section participation shall not include discussing the matter with city officials or addressing the city council as a private citizen, but shall include voting and participating in the debate as a councilmember.

B. A city official shall disclose any substantial financial interest in any matter before the body, prior to debating or voting upon the matter. Any official of the body may raise a question concerning another member's financial interests, in which case the member in question shall disclose relevant facts concerning the official's financial interests in the subject of the action.

C. Whether the direct or indirect financial interest is substantial shall be determined by the presiding officer on a case-by-case basis, with evaluation of these factors:

1. Whether the financial interest is a substantial part of the consideration;
2. Whether the financial interest directly and substantially varies with the outcome of the official action;
3. Whether the financial interest is immediate and known or conjectural and dependent on the factors beyond the official action;
4. Whether the financial or private interest is monetarily significant;
5. Other factors deemed appropriate by the presiding officer under the specifics of the disclosure and the nature of the action taken before the council body, or commission.

D. After a city official has made known any substantial financial interest in any question to be voted upon by the body:

1. The officer shall ask to be excused from the debate and vote on the matter;
2. The presiding officer shall rule on the request;
3. The decision of the presiding officer shall be final unless overridden by a majority vote of the body.

E. In the event that the official with a substantial financial interest is the presiding officer, the request shall be ruled upon by a vote of the body. An official may not participate in the matter if the presiding officer or a majority vote of the body determines the financial interest is substantial. Neither the city official making the request nor any other city official, who has disclosed a similar or related interest in the same matter, may rule on any member's request to be excused from voting on the matter or vote on the question of overriding such a ruling.

Introduced by: Mayor Springer
Introduction Date: October 11, 2022
Public Hearing Date: October 25, 2022
Action:
Vote:

SECTION 3. EFFECTIVE DATE. This Ordinance shall become effective adoption by the Bethel City Council.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA
THIS 25th DAY OF OCTOBER 2022 BY A VOTE OF _ IN FAVOR AND _
OPPOSED.**

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	22-27		
Date action introduced:	10-11-2022	Introduced by:	Peter A. Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct City Administration to issue checks totaling \$85,430 to Year 5, Quarter 3 Community Action Grant (CAG) awardees based on the recommendation of the Community Action Grant Committee.

Attachment(s): Description of Recommended CAG Awards for Year 5, Quarter 3.

Amount of fiscal impact:	Source	Account information:
\$85,430	Funds in FY 2023 Budget. Balance available in CAG fund: \$148,284.59.	100-72-6430

Summary Statement

The City of Bethel established the Community Action Grant Program (CAG) to allow community and individuals to request financial support for programs or events that contribute to the health, welfare, and overall quality of life for residents of Bethel, especially its most vulnerable populations. Funding for the program comes from 20% of the Alcohol Tax collected by the City.

The Community Action Grant Committee is a volunteer group of citizens who meet quarterly to review CAG applications, score them, and provide funding recommendations to City Council. Bethel City Council must approve the recommendations before checks are issued. Each recipient of CAG funds signs a grant agreement with the City and is responsible for spending the funds appropriately and producing an exit report at the end of the performance period.

Four community action grant applications were reviewed and scored. The Committee recommends that all four projects receive funding. The scores and amounts recommended for funding appear below.

	Winter House (salary+op. exp.)	Southwest Alaska Arts Group (Camai Festival)	Delta Recreation (Skis, boots, poles)	Qasgirmiut Dance Group (regalia)
Average	138	141	132	131
Requested	20,930	27,600	20,900	24,323
Award Recommended	\$20,930	\$23,600	\$20,900	\$20,000

**Community Action Grant Awards
For Year 5, Quarter 3 (August 2022 application period)**

Qasgirmiut Dance Group

Qasgirmiut Dance Group is a Bethel-based Yuraq dance group that offers an opportunity for all members of the community, young and old, to learn traditional Eskimo Dancing in a drug and alcohol-free environment. The group holds practices at ONC multipurpose building and the Catholic Social Hall. They are preparing to travel to Chevak, Fairbanks, and Anchorage to perform and need regalia.

The CAG award will fund matching qaspeqs, fabric, materials, head dresses, mukluks, dance fans, and an instructor who will teach how to make items, and meals for the students in class.

Southwest Alaska Arts Group

The Southwest Alaska Arts Group is the new name for the Bethel Council on the Arts. This group is a major sponsor of the Camai Dance Festival to be held March 24-26, 2023 at the Bethel Regional High School. CAG funds will be used to support the Camai Dance Festival by paying for high school rental fees, custodial fees, lights/sound, event supplies, advertising, and snacks and welcome items for dancers.

Bethel Winter House

Bethel Winter House is the emergency shelter in Bethel, occupying the old senior center building. The winter shelter will open October 1, 2022 and be open from 8 pm to 7 am. For those staying overnight, the winter house staff provides a meal and breakfast food before residents depart at 7 am. There is also a shower, hygiene products, laundry facilities, and donated clothing.

The CAG award will help the winter house pay for staff wages and electricity, heating fuel, and internet service.

Delta Recreation

Delta Recreation is a 501c3 non-for-profit organization in Bethel that promotes outdoor recreation activities for community members. The group wants to use CAG funds to purchase skis, boots, poles, waxing table, wax, irons/brushes, and storage materials. The equipment will be housed at Ayaprun Elitnaurviat.

City of Bethel Action Memorandum

Action memorandum No.	22-28		
Date action introduced:	10-11-2022	Introduced by:	Peter A. Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute a contract with the lowest qualifying bidder on the Bethel Floodwater Detention Basin Construction project.

Attachment(s):

Amount of fiscal impact	Source of Funding	Account information
	No fiscal impact at this time.	
\$350,000	FY 2023 Capital Budget	100-66-6892

Summary Statement

Background

After a heavy winter snowfall a few years ago, the Simon property on the highway west of the Public Health Nursing facility was flooded in springtime. The State contractor was repairing the Chief Eddie Hoffman Highway at the time. The City attempted to solve the problem by requesting that the State arrange for the contractor to lower the culvert already in place and allow for additional drainage. The State complied with the City's request and required the City to have a hydrology study completed. DOWL engineer firm conducted the hydrology study. The study recommended that a retention pond be constructed to hold the spring runoff.

Action

DOWL engineer firm prepared and issued an Invitation to Bid (ITB) document to help the City hire a contractor to construct a floodwater basin on city property near the Chief Eddie Hoffman Highway and Ciullkulek Subdivision Access Road. Approximately 8,810 cubic yards of soil is expected to be excavated and moved to another site (e.g., landfill).

The ITB documents were issued on September 29, 2022. Bids are due October 19, 2022. The City is hoping to get this project done this fall so that the spring 2023 runoff can be collected in the retention pond and avoid a flooding situation.

**CITY OF BETHEL
BETHEL, ALASKA**



REQUEST FOR BIDS

Bethel Floodwater Detention Basin Construction

Deadline for Questions/ Protests:	Monday, October 10, 2022 at 12:00 pm
Opening/ Due Date:	Tuesday, October 18, 2022 at 12:00 pm
Opening Time:	12:00 pm
Opening Place:	City of Bethel – Temporary City Hall 204 State Highway Bethel, Alaska 99559

BID DOCUMENTS

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00 61 13.13	Performance Bond (EJCDC C-610, 2013 edition)
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00 72 13	General Conditions of Contract (EJCDC C-700, 2013 edition)
00 80 00	Supplementary Conditions (C-800)

DIVISION 01 GENERAL REQUIREMENTS

01 00 00	General Requirements
01 00 01	Method of Measurement and Basis of Payment

ENGINEERING DOCUMENTS

Sheets 1-8
Special Provisions to 2020 State of Alaska Department of Transportation and Public Facilities (DOT&PF) Standard Specifications

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

**CITY OF BETHEL
BETHEL, ALASKA
BETHEL FLOODWATER DETENTION BASIN CONSTRUCTION**

ADVERTISEMENT FOR BIDS

Separate sealed Bids for the construction of the **Floodwater Detention Basin** will be received by the Purchasing Agent, at the temporary City Hall (Courthouse) located at 204 State Highway (or PO Box 1388), Bethel, AK 99559 until **12:00 PM** local time on **Tuesday, October 18, 2022**, at which time the Bids received will be **publicly** opened and read.

The Project consists of constructing a **floodwater detention basin near Chief Eddie Hoffman Highway and Ciullkulek Subdivision Access Road. Approximately 8,810 cubic yards of soil is expected to be excavated.**

Bids will be received for a single prime Contract. Bids shall be developed on a unit price basis as indicated in the Bid Form and Unit Price Form.

The Issuing Office for the Bidding Documents is:

City of Bethel

C/O: Purchasing Agent

Bethel, Alaska 99559

Email: purchasingagent@cityofbethel.org

FAX: 907-543-1388

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **8:00 AM and 5:00 PM** and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at **The Plans Room LLC (4831 Old Seward Hwy, Suite 202 Anchorage, AK) and the Association of General Contractors (8005 Schoon Street, Anchorage, AK) and AGC/The Plans Room (3750 Bonita Street, Fairbanks, AK);** on Mondays through Fridays between the hours of **9:00 AM to 4:00 PM;** and the office of the Engineer, **DOWL (5015 Business Park, Suite 4000, Anchorage, AK),** on Mondays through Fridays between the hours of **8:00 AM and 5:00 PM.**

Each bid must be submitted and sealed in an envelope addressed to City of Bethel C/O Purchasing Agent, Bethel, Alaska 99559 and plainly marked on the outside of the envelope as "Bid for City of Bethel, Floodwater Detention Basin Construction" and the date and hour of the bid opening. In person bids will be accepted from 11:30AM to 12:00PM at the entrance to the Temporary City Hall (Courthouse at 204 Chief Eddie Hoffman Highway). Bids may also be mailed to PO Box 1388, Bethel AK 99559, or emailed/faxed to the purchasing agent.

The prevailing wage rates of the State of Alaska Department of Labor and Safety for Laborers' & Mechanics Minimum Rates of Pay (Pamphlet 600) apply to this project and are hereby incorporated by reference as if fully set forth herein.

The successful Bid shall comply with each and every provision thereof. Each Bid will be reviewed by the Owner and Engineer for compliance and completeness. Bidders must be in good standing with the City of Bethel. The winning bid will be selected based on the lowest, responsive, qualified bid. Local Bids will receive a five percent (5%) preference in determining the lowest responsible and responsive bid.

The City of Bethel will not be liable for any costs incurred by any Bidder in response to this advertisement. Further the City of Bethel reserves the right to reject any or all bids without cause.

All questions should be submitted in writing to City of Bethel Purchasing Agent at purchasingagent@cityofbethel.org

END OF ADVERTISEMENT FOR BIDS

SECTION 00 21 13**INSTRUCTIONS TO BIDDERS****TABLE OF ARTICLES**

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- City of Bethel
C/O Purchasing Agent

Bethel, Alaska 99559
purchasingagent@cityofbethel.org
- B. *Local Bidder* – A local bidder means a business that submits a bid with fixed offices or distribution points located within the boundaries of the City of Bethel and who has a current City of Bethel business license and who is at the time bidding in compliance with all requirements of the City of Bethel sales tax ordinance. A Bethel post office box number or residential address may not be used solely to establish status as a local bidder. The Owner reserves the final right on determination of local bidder status.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state or jurisdiction of where the Project is located,
- B. Alaska Contractor's License No.,
- C. List of proposed Subcontractor(s),
- D. List of proposed Supplier(s),
- E. Required Bid security in the form of a Bid Bond (EJCDC No. C-430, 2013),
- F. Listing of similar projects over the past five years, including location, size, owner contact name, and telephone, and

- G. If Bidder is a Local Bidder, a signed letter stating status as a Local Bidder must be provided and the Bidder must show compliance with the definition of a local bidder as found in Article 1 of this section.
- 3.02 Bidders must be in good standing with the Owner. Good standing includes but not limited to:
1. No outstanding debts, fees, payments, or taxes owed to the Owner.
 2. No outstanding claims between the Owner and Bidder, and
 3. No previous history of default of duty, contract, or obligation to the Owner.
- 3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
1. Owner has obtained rights-of-way for the project and agreements shall be made available to Bidders upon request.

4.02 *Existing Site Conditions*

- A. Subsurface, Physical, and Hazardous Environmental Conditions
1. The Supplementary Conditions identify:
 - a. No reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. No contaminated sites or Hazardous Environmental Conditions have been identified at or adjacent to the Site.
 2. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other

physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in

response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 6.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 7 – BID SECURITY

- 7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 7.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 7.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 8 – CONTRACT TIMES

- 8.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 9 – LIQUIDATED DAMAGES

- 9.01 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 10.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been

submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in case of a proposed substitute and 5 days prior in the case of a proposed "or equal". Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and "or-equal" materials and equipment may be proposed by Contractor in accordance with Paragraph 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.

- 10.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 The Bid Documents, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: piping, electrical, and mechanical.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.
- 11.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 11.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06.

ARTICLE 12 – PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 12.03 A bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.
- 12.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.05 A Bid by an individual shall show the Bidder’s name and official address.
- 12.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.07 All names shall be printed in ink below the signatures.
- 12.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 12.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 13 – BASIS OF BID

13.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis for each item of Work listed in the bid price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each lump sum Bid item will be the “Bid Lump Sum Price” offered by the Bidder. The total of all lump sum Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and lump sum prices will be resolved in favor of the lump sum prices. Discrepancies between the indicated

sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 13.02 Per the City of Bethel Municipal Code Chapter 4.20 Purchasing, local Bidders submitting a bid shall receive a five percent (5%) preference in determining the lowest responsible and responsive bid.

ARTICLE 14 – SUBMITTAL OF BID

- 14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 14.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the Advertisement for Bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. A mailed Bid shall be addressed to City of Bethel C/O: Purchasing Agent, Bethel, Alaska 99559.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

- 15.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 – OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 18.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 18.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 18.04 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.05 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

ARTICLE 19 – BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful

Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 20 – SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21 – CANCELLATION OF BID PROCESS

22.01 The City retains the right to cancel the bid process at any point.

ARTICLE 22 – SALES AND USE TAXES

NOTE USED

ARTICLE 23 – CONTRACTS TO BE ASSIGNED

NOT USED

ARTICLE 24 – WAGE RATE REQUIREMENTS

24.01 The prevailing wage rates of the State of Alaska apply to this contract as do any requirements of the State of Alaska associated with the use of these State prevailing wages.

ARTICLE 25 – BID PROTESTS

25.01 A Bidder may protest a bid result in writing to the Owner within (7) seven calendar days of the Bid opening. Any protests received after seven days will not be accepted. Oral protest will not be accepted.

25.02 In order for a protest to be granted a Bidder must prove by preponderance of the evidence that their Bid was the lowest responsive, responsible Bid.

END OF SECTION

SECTION 00 41 13**BID FORM****TABLE OF CONTENTS**

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Bethel
C/O: Purchasing Agent
Bethel, Alaska 99559
Email: purchasingagent@cityofbethel.org

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the 00 52 13 Agreement.
- K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Bidder has not been contacted by any City employee or City Council member for purposes of influencing the City’s bid decision.
 - F. If selected, Bidder will not engage in discriminating against any person because of race, national origin, color, age, creed, religion, sex, sexual orientation, gender identity, political affiliation, marital status, ancestry, disability, or status as a disabled veteran.
 - G. Bidder’s failure to certify to the statements in this section shall result in automatic rejection of the bid;
 - H. If Bidder is found to have been in violation of any of the statements in this section, City shall automatically reject the bid.
 - I. City may cancel a contract if, during the course of such contract, the City finds Bidder to be in violation of any of the sworn statements required by this section.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) listed in Bid Price Schedule.

TOTAL LUMP SUM BASE BID

(use words)

(\$ _____)

(Use numerals)

BID PRICE SCHEDULE

PAY ITEM	DESCRIPTION	BID PRICE
101	Mobilization and Demobilization (LS)	
102	Construction Survey and Record Drawings (LS)	
103	Excavation (LS)	
104	Seeding (LS)	
105	Storm Water Pollution Prevention Plan (LS)	

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References, which indicates experience with water main and water service construction in arctic environment;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: ;
- G. Required Bidder Qualification Statement with supporting data;
- H. If a local Bidder a signed letter stating status as a local Bidder and show that the Bidder complies with the definition of a local bidder as found in Article 1, Instruction to Bidders;
- I. Signed and completed Bid Schedule or submittal.
- J. Signed and dated verification of anti-collusion.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTALBIDDER: *[Indicate correct name of bidding entity]*

By:

*[Signature]**[Printed name]**(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]**[Printed name]*

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

END OF SECTION

SECTION 00 43 13 BID BOND (PENAL SUM FORM)

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*): City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

BID

Bid Due Date: Tuesday, October 18, 2022

Description (*Project Name— Include Location*): Bethel Floodwater Detention Basin Construction

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the

penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00 52 13

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Bethel, P.O. Box 1388 Bethel, AK 99559 ("Owner") and

_____. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows: All materials, equipment, labor, and related services to construct the Bethel Floodwater Detention Basin Construction. This project scope includes constructing a floodwater detention basin near Chief Eddie Hoffman Highway and Ciullkulek Subdivision Access Road. Approximately 8,810 cubic yards of soil is expected to be excavated.*

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by DOWL 4041 B Street, Anchorage, AK 99503
- 3.02 The Owner has retained DOWL ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before November 30, 2022, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 15, 2022.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed

in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. ~~Milestones: Contractor shall pay Owner \$ _____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.~~

~~B. Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$ _____ for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to \$ _____.~~

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st (first) day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Ninety (90) percent of Work completed (with the balance being retainage), and
 - b. Ninety (90) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion of the entire Work to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety-eight (98) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Two Hundred (200) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of Eight (8) percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (EJCDC C-520 pages 1 to 7, inclusive).
 - 2. Performance bond (EJCDC C-610 pages 1 to 3, inclusive).
 - 3. Payment bond (EJCDC C-615 pages 1 to 3, inclusive).
 - 4. General Conditions (EJCDC C-700 pages 1 to 68, inclusive).
 - 5. Supplementary Conditions (EJCDC C-800 pages 1 to 6, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 8 sheets with each sheet bearing the following general title: Bethel—CEHH Detention Basin Design
 - 8. Addenda (numbers ____ to ____, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Bethel _____

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

CONTRACTOR:

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attaches evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License or
Registration
No.:

(where applicable)

SECTION 00 61 13.13
PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Bethel
P.O. Box 1388
Bethel, Alaska 99559

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

(seal)

Contractor's Name and Corporate Seal

By: _____
Signature

Print Name

Title

Attest: _____
Signature

Title

SURETY

(seal)

Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Print Name

Title

Attest: _____
Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from

the actions or failure to act of the Surety under Paragraph 5;
and

- 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

SECTION 00 61 13.16
PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

EJCDC® C-615, Payment Bond

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and American Society of Civil Engineers. All rights reserved. 1 of 3

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one

year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SECTION 00 72 13

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a

Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an

addition, deletion, or revision in the Work. **A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.**

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 - 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 - 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 - 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.
- D. **Contractor shall use forms EJCDC No. C-610 and C-615 (2013 ed.) for the Labor and Material Payment Bond and Performance Bond. Each bond shall be in the amount of 100 percent of the contract amount. City of Bethel shall be named as co-obligee or a separate Warranty Bond shall be provided to them upon completion of the work.**

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four **(4)** printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
4. **Contractor shall submit a preliminary list of construction equipment with hourly rates, owned or rented by the Contractor and all Subcontractors that will be used in the performance of the Work. The equipment list will include information necessary to confirm the hourly rates per Paragraph 13.01.B.5.c of these General Conditions including: make, model, and year of manufacture as well as horse power, capacity or weight and accessories.**

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.
- C. **A preconstruction conference will be held in Bethel and will be coordinated with the Contractor after bid opening.**

2.05 *Initial Acceptance of Schedules*

- A. **Prior to the first application for payment all schedules and documents identified in paragraph 2.03 shall be finalized and acceptable to Owner and Engineer. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and Owner as provided below. Acceptance of these schedules and documents by either Engineer or Owner will neither impose on Engineer or Owner responsibility for sequencing, scheduling or progress of the Work and will not interfere with or relieve Contractor from Contractor's full responsibility therefore. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.**
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress

of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. **Contractor's Schedule of Equipment will be acceptable to Engineer as to form and substance if it provides the necessary information to reference the equipment and establish the hourly rates in accordance with paragraph 13.01.B.5.c.**

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and

interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. **If it is necessary or desirable that the Contractor use land outside of the Owner's site, easement or right-of-way, the Contractor shall obtain consent from the property owner and tenant of the land. The Contractor shall not enter for material delivery, storage or occupy for any other purpose with men, tools, equipment, construction material, or with materials excavated from the site, any private property outside the designated limits of the construction site, easement boundaries, or right-of-way without written permission from the property owner and tenant.**

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports and drawings.

- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
4. **Contractor is required to visit the site and become familiar with and satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. This is to involve an alert, heads-up, eyes open, reasonable examination of the area and the conditions under which the Work is to be performed (See 5.04 D.2b)**

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition **within 15 calendar days of discovery**. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

No Change Proposal or Claim for an adjustment in Contract Price or Contract Time (including Milestones) will be valid for differing subsurface or physical conditions if notice provisions of the Paragraph 5.04 are not followed.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
 - e. **Before beginning any excavation, the Contractor shall contact the appropriate "one call" underground utility locate service and/or notify all owners of underground facilities (as applicable) and coordinate the Work with the owners of such underground facilities. The information shown or indicated in the Contract Documents with respect to existing underground facilities is based on information and data obtained from the owners of the facilities without field exploration and as**

such Owner and Engineer are not responsible for the accuracy or completeness of such information or data.

- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site **is unusual and payment per the applicable unit price item Bid for encountering existing Underground Facilities isn't applicable** was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall **be paid at the unit price Bid for encountering Underground Facilities and will not** be entitled to **additional** equitable adjustment in the Contract Price or Contract Times, or both, **unless the Engineer's review determines that the existing facility is unusual and shouldn't be covered by the unit price and the** ~~to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related and resulted in delay, disruption, or interference, causes causing an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:~~
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

- d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or

otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a

Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing

defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come

off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all

rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during daytime **hours (7:00 AM to 7:00 PM)**, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

- 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
- c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. **The Contractor shall not**

award work valued at more than fifty percent (50%) of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

- B. ~~**Deleted.** Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.~~
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. ~~Owner also may require Contractor to retain specific replacements; provided, however, that~~ Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the

Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record

documents to Engineer. **The Engineer will transfer the Contractor's record information to the original drawings, and submit prints to the Contractor for review. Contractor shall provide writing confirmation that the record drawings are complete and accurate before final payment is approved by the Engineer.**

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.
- H. It is expressly understood by the parties to this Agreement that the Contractor is solely responsible for initiation, maintenance, and supervision of safety precautions and programs in connection with the Work. The right of the Owner and Engineer to observe or otherwise review the Work and operations shall not relieve the Contractor from any of his covenants and obligations hereunder.
- I. The Contractor shall be responsible for and shall take necessary precautions and provide all material and equipment to protect, shore, brace and maintain all underground pipes, conduits, drains, sewers, water mains, gas mains, cables, and other underground construction uncovered in the proximity or otherwise affected by the Work. All pavement surfacing, driveways, curbs, walks, buildings, grass areas, trees, utility poles or guy wires damaged by the Contractor in performance of the Work shall be repaired and/or replaced to the satisfaction of the Owner, Engineer and effected property owner at the Contractor's expense. The Contractor shall also be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to and from the Work whether by Contractor or Subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over the damaged property or facility concerning its repair, replacement or payment of costs incurred in connection with said damage.
- J. The Contractor shall conduct its work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct or close roads, driveways, and walks, whether public or private, the Contractor shall obtain approval from the governing party and shall at its own expense provide and maintain suitable and safe bridges, detours and other temporary expedients for the accommodation of public and private drives before interfering with them. The provision for temporary expedients will not be required if the Contractor has obtained permission from the owner and tenant of the private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.
- K. Safety provisions must be entirely adequate and meet with city, state or Federal regulations to protect the public on the sidewalks, streets and roads.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the

assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
 - 1. **Contractor specifically and expressly waives any immunity that may be granted it under workers' compensation acts, disability benefit acts, or other employee benefit acts in regard to 17.1.B above; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by Indemnitees, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.**
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work

that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's

failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. A Project Representative will also represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract,

tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's

effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the

parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation:*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the

Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. ~~Rentals of~~ **The cost for the use of** all construction equipment and machinery, and the parts thereof, **whether owned by the Contractor or** rented from Contractor or others **shall be calculated as follows and include the** ~~in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof~~ **for equipment involved only in the changed portion of the work covered under the Cost of the Work method. Transportation, loading and assembly costs will not be included for**

equipment already on the site which is being used for other portions of the Work. Hourly equipment and machinery rates shall be calculated from the Rental Rate Blue Book for Construction Equipment, and the equipment list submitted according to Paragraph 2.03 and 2.05 and as follows. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- 1) For working equipment, the hourly rate shall be the monthly rental rate divided by 176 hours per month plus the hourly operating cost.
- 2) For equipment on standby, the hourly rate shall be 50% of the monthly rental rate divided by 176 hours per month and the hourly operating cost shall not be applied.
- 3) For specialized equipment rented for a short duration used for change order work or additional work not part of the scope of the Work bid, the equipment rental rate will be in accordance with the terms of a third party rental agreement or shall be negotiated prior to the work being performed.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The

payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. **The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions** ~~Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:~~
 - 1. **if the extended price of a particular item of Unit Price Work amounts to five percent (5%) or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Agreement; and**
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in

connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed

as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. **Payment for materials in storage shall be based on the actual cost of the materials and equipment to Contactor and shall not include any overhead or profit. Documentation warranting Owner has received the materials and equipment free and clear of all Liens will be waived for the material in storage included in the first progress payment. However, proof of payment and clear title must be submitted with Application No. 2 for all material included in Application No. 1. Without such documentation amounts paid per Application No. 1 for materials in storage will be deducted from Application No 2. Beginning with the second application, all payment for materials in storage will require documentation warranting that Owner is receiving the materials free and clear of all liens.**

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. **Retainage may be used by Owner to offset costs for any of the losses enumerated in Paragraphs 15.01.C.6.a through 15.01.C.6.e inclusive, 15.01.E.1.a through 15.01.E.1.i inclusive or 16.02.E. In additions retainage may be used by the Owner to protect against loss from failure of the Contractor to complete necessary work and to offset any liquidated damages due Owner.**

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest retainage for the benefit of the Contractor.

4. **Each Application for Payment shall be accompanied by Contractor's updated progress schedule, shop drawing schedule, procurement schedule, and other data specified herein. Owner reserves the right to required submission of certified payroll records by the Contractor.**

C. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. **The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency (if applicable) for consideration. If both Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provision of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.** ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.~~

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer or Owner does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor. **Contractor shall immediately correct the deficiencies and re-notify the Engineer in writing that the Work is substantially complete.**
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's

risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer **and Owner**, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 - f. **Record documents; and**
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to

recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do

not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00 80 00

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

To the greatest extent possible the modifications to the Standard General Conditions of the Construction Contract (EJCDC 700) have been made electronically in the text of the General Conditions. The modifications are shown in the General Conditions as ~~strikeout~~ for deletions and **bold/underline** for additions. These Supplementary Conditions contain additional “project specific” changes, additions or modifications.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
 - 1. *No known reports for the Site.*

SC-5.06 Add the following subparagraph 5.06.A.1 and 5.06.A.2:

- 1. The following reports regarding Hazardous Environmental Conditions at the Site are known to Owner:
 - a. *No known reports for the Site.*

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 *Contractor's Liability Insurance*

Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	<u>\$1,000,000</u>
Bodily injury by disease, each employee	<u>\$1,000,000</u>
Bodily injury/disease aggregate	<u>\$1,000,000</u>

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	<u>\$2,000,000</u>
Products - Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	<u>\$1,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Combined Single Limit	<u>\$1,000,000</u>
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4. Excess or Umbrella Liability:

Per Occurrence	<u>\$4,000,000</u>
General Aggregate	<u>\$4,000,000</u>

5. Contractor's Pollution Liability:

Each Occurrence	<u>NA</u>
General Aggregate	<u>NA</u>

☒ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:

a. City of Bethel

b. DOWL

7. Contractor's Professional Liability:

Each Claim	NA
Annual Aggregate	NA

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.12 Safety and Protection

- A. The Contractor is to prepare and maintain a project specific health and safety plan. Health and Safety plan will be subject to review and approval by Engineer and Owner.

ARTICLE 8 – ENGINEER'S STATUS DURING CONSTRUCTION

~~SC-8.03 Project Representative~~

- ~~A. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.~~
- ~~1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.~~
 - ~~2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.~~
 - ~~3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.~~
 - ~~4. Liaison:~~
 - ~~a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.~~
 - ~~b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's On-Site operations.~~
 - ~~c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.~~
 - ~~5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.~~

~~6. Shop Drawings and Samples:~~

- ~~a. Record date of receipt of Samples and Contractor approved Shop Drawings.~~
- ~~b. Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.~~
- ~~c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.~~

~~7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.~~

~~8. Review of Work and Rejection of Defective Work:~~

- ~~a. Conduct On-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.~~
- ~~b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.~~

~~9. Inspections, Tests, and System Start ups:~~

- ~~a. Verify that tests, equipment, and systems start ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.~~
- ~~b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.~~

~~10. Reports:~~

- ~~a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.~~
- ~~b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~
- ~~c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.~~

- ~~11. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.~~
- ~~12. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.~~
- ~~13. Completion:~~
 - ~~a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.~~
 - ~~b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.~~
 - ~~c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.~~

~~C. The RPR shall not:~~

- ~~1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or equal" items).~~
- ~~2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.~~
- ~~3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.~~
- ~~4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.~~
- ~~5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.~~
- ~~6. Participate in specialized field or laboratory tests or inspections conducted off site by others except as specifically authorized by Engineer.~~
- ~~7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.~~
- ~~8. Authorize Owner to occupy the Project in whole or in part.~~

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.**
- B. The demand for arbitration will be filed in writing with the other party to the Contract. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.**
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:**
 - 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and**
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.**
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.**
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.**
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.**

SECTION 01 00 00
GENERAL REQUIREMENTS

PART 1 - SCOPE OF WORK

1.01 General

The Project consists of constructing a **floodwater detention basin near Chief Eddie Hoffman Highway and Ciullkulek Subdivision Access Road. Approximately 8,810 cubic yards of soil is expected to be excavated.**

PART 2 - PRE-CONSTRUCTION REQUIREMENTS

2.01 NONE

PART 3 - EXTRA OR DISPUTED WORK REPORTS

- 3.01 If payment for work performed is to be based on time and materials, or if a claim is contemplated in which time and material reports would assist in settling the claim, the Contractor shall maintain adequate records on the Daily Report forms available from the Engineer. The reported work shall have the Engineer's and/or Resident Project Representative's signature to indicate his concurrence prior to being submitted to the Engineer or Contract Administrator within 48 hours of the time the work was performed. Concurrence by the Resident Project Representative does not indicate agreement to or authorization of "extra work" or "extra payment" but rather indicates agreement that the work effort recorded during that time period was in fact done.

PART 4 - MATERIAL TESTING AND INSPECTION

4.01 Contractor's Obligation

- A. The Contractor shall obtain and pay for all testing that may be necessary to qualify Contractor-furnished materials for use in the work. This shall include material quality tests, mix designs, equipment and plant calibration, and other similar tests required to qualify Contractor-furnished materials for compliance with the specifications. The Contractor shall submit test results to the Engineer sufficiently in advance of the work so that approval to proceed is received by the Contractor prior to using that material in the work.
- B. Samples of material required for testing shall be furnished by the Contractor.
- C. The Contractor is responsible for coordinating with the Resident Project Representative and requesting all testing, including field testing paid for by the Owner.
- D. The Contractor shall pay for all failing field tests performed to monitor construction control of the materials used in the work.
- E. Payment for failing field tests will be deducted from any amounts due or to become due to the Contractor.

4.02 Owner's Obligation

- A. The Owner will be paying for a Resident Project Representative, if any, to be onsite part-time during the construction.

PART 5 - WEATHER LIMITATIONS

The Contractor shall protect each increment of completed work against detrimental effects due to weather, by approved methods. Any increment of completed work that is damaged by freezing or rain, shall be reconditioned, reshaped, re-compacted, or replaced by the Contractor in conformance with the requirements of this specification without additional cost to the Owner.

The first barge of the year usually arrives in the first week of June.

PART 6 - NOTICE TO BE GIVEN

- 6.01 Contractor shall notify the Engineer's Resident Project Representative at least 24 hours prior to the following:
 - A. Disruptions in water and sewer services
 - B. Testing
- 6.02 Contractor shall notify homeowners in the City Subdivision (and/or on any other existing water circulation loop) at least 48 hours prior to the following:
 - A. Disruptions in water services
 - B. Water line Flushing

PART 7 - LABOR STANDARDS, REPORTING, AND PREVAILING WAGE RATES DETERMINATIONS

- 7.01 The prevailing wage rates of the State of Alaska apply to this contract as do any requirements of the State of Alaska associated with the use of these State prevailing wages.

PART 8 - EXECUTION OF WORK

8.01 Survey Control

Benchmarks, monuments, and baselines shown on the Drawings, shall be used for horizontal and vertical control by the Contractor. Caution shall be used when working near these and other survey monuments so as not to disturb them.

8.02 Disturbing Existing Monuments and Property Corners

Should the Contractor's normal prosecution of work require that he disturb any property corners or survey monuments, he shall re-establish them after completion of the project and at no additional cost to the Owner. All referencing and re-establishment of property corners and survey monuments shall be performed by a Land Surveyor registered in the State of Alaska.

8.03 Construction Survey

All construction survey stakes will be placed by the Contractor, based on the reference points indicated in the Drawings.

PART 9 - AS-BUILTS

9.01 General

The Contractor shall provide the Owner as-built information on all construction. This information will include copies of the Contractor's field survey notes and a set of the Drawings red-lined with as-built information. Items to be as-built by the Contractor, include, but not are limited to, the water main alignments, culverts length and location, service line placement, service boxes, etc.

A. Control

Basis for horizontal control for as-built information shall be the system of stationing shown on the Drawings. All elevations shall be based on the datum used for design.

B. Survey Notes

All field survey notes shall include date, name of surveyor or foreman, and adequate description of TBM's when used. Sketches shall have north arrow and show relationship or ties to stationing control. All notes shall be reduced to show actual elevation at design datum.

END OF SECTION

SECTION 01 00 01**METHOD OF MEASUREMENT AND BASIS OF PAYMENT****PART 1 - GENERAL****1.01 SCOPE**

- A. The method of measurement and basis of payment is described in this section.

1.02 GENERAL

- A. The total bid price for each item of the Contract shall cover all work shown on the Construction Drawings and required by the Specifications and other Contract Documents. All costs in connection with the Work, including furnishing all materials, equipment, supplies and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the lump sum bid prices. No item required by the Contract Documents for the proper and successful completion of the Work will be paid for outside of or in addition to the prices submitted in the bid. All work not specifically set forth as a pay item in the Bid Form included but not limited to reclamation, sodding, topsoil, seed, reinstalling existing signs, replacing construction caused damaged signs, shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the bid prices. Bid prices will also apply to additional similar work that is not shown on the plans that the Engineer may require to be installed during the course of the project.
- B. All work completed under the Contract will be measured by the Engineer according to the United States Standard Measure. A station when used as a definition or term of measurement shall be 100 linear feet measured horizontally, unless otherwise specified.
- C. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to standard engineering practice.
- D. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual items having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Drawings or ordered in writing by the Engineer.
- E. All items which are measured by the linear foot, such as pipe culverts, sewers, curb and gutter or water lines, will be measured parallel to the base or foundations upon which structures are placed, unless otherwise shown on the Drawings.

1.03 ESTIMATED QUANTITIES

- A. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The

basis of payment for work and materials will be by lump sum as indicated. The Contractor shall supply a schedule of values for each lump sum item to be reviewed and approved by the Engineer.

- B. The Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts herein.
- C. If the Contractor desires to receive payment for materials in storage for any bid item, the Contractor shall provide a breakout of all materials and their actual costs for that bid item. The Contractor shall furnish the Engineer copies of the supplier's invoices relating to the breakout to verify all materials being requested for payment under that bid item. The Contractor shall furnish copies of the required invoices no later than 5 business days before the cut-off-date of each progress payment. Invoices received later than 5 business days before the cutoff date will not be included in that progress payment. Materials in storage will only be paid for major bid items and will not be paid for associated items such as nuts, bolts, glue, gaskets, tools, etc. Materials in storage are Contractor responsibility and Contractor must provide insurance to cover any loss, theft, damage, etc. Quantities to be utilized on the monthly pay request will be based on signed daily quantities.
- D. The following applies to materials in storage; materials in storage will only be allowed on the first, three pay requests received from the Contractor unless otherwise agreed to by the Engineer. Materials in storage must be tied to an actual bid item, and quantities in storage must be removed from the storage quantity as work progresses. All materials in storage will be removed from the pay estimate no later than the sixth pay estimate, for each construction season. Any materials ordered and stored over the winter shall be secured and properly covered in accordance with the material manufactures recommendations and per the Engineer's directions.
- E. Contractor shall develop a form on which to record the percent complete for all lump sum bid items and submit the form at the preconstruction meeting, to the Engineer for approval. At the end of each pay period the Engineer and Contractor must agree on bid schedule values and the percent completion actually installed. A copy signed by the Contractor must be distributed to the Resident Project Representative on a monthly basis 5 days before the monthly pay period ends.

1.04 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

101- Mobilization and Demobilization (Lump Sum)

Payment will be made on a lump sum basis for all Contractor Mobilization and Demobilization efforts.

102- Construction Survey and Record Drawings (Lump Sum)

Payment will be made on a lump sum basis for all work associated with Construction Survey efforts, maintenance of on-site construction record drawings, and submittal of final record

drawings. Preparation of all detailed record drawings in accordance with the specifications will also be paid under this item. 30% of this line item will be withheld until record drawings are submitted and approved by the Resident Project Representative.

103- Excavation (Lump Sum)

Payment will be made on a lump sum basis for all work in accordance with the Contract Drawings, 2020 State of Alaska Department of Transportation and Public Facilities (DOT&PF) Standard Specifications, and Special Provision in Section 203.

104- Seeding (Lump Sum)

Payment will be made on a lump sum basis for all work in accordance with the Contract Drawings, 2020 State of Alaska Department of Transportation and Public Facilities (DOT&PF) Standard Specifications, and Special Provision in Section 618.

105- Storm Water Pollution Prevention Plan (Lump sum)

Payment will be made on a lump sum basis for all work in accordance with the Contract Drawings, 2020 State of Alaska Department of Transportation and Public Facilities (DOT&PF) Standard Specifications, and Special Provision in Section 641.

END OF SECTION 01 00 01

SIGNATURE AND VERIFICATION OF ANTI-COLLUSION

By signing below, I hereby acknowledge the following:

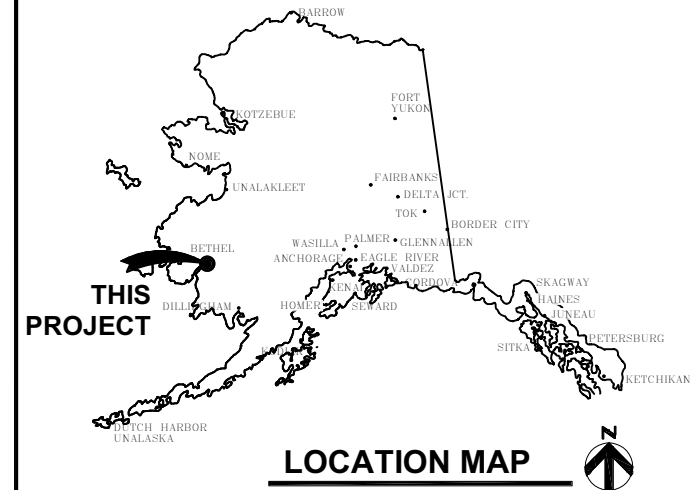
1. Bidder, nor any of their representatives or third party mandated by Bidder, has attempted to contact City representatives or members of the selection committee for the purpose of influencing their choice, judgment or recommendation relating to the contract, or with members of the City Council to influence their decision;
2. Bidder has produced the bid package without collusion, communication, agreement or arrangement with a competitor with regards to price, methods, factors or formulas for setting prices, to the decision to submit a bid package or to present a bid package that does not comply, directly or indirectly, with specifications contained in the Request for Bids;
3. Neither the bidder nor any of its representatives engaged in discrimination, intimidating measures, influence peddling or corruption or entered into any form of collusion, communication, agreement or arrangement with other suppliers or third parties relating to a contract with the City of Bethel.

Signature

Date

Printed Name

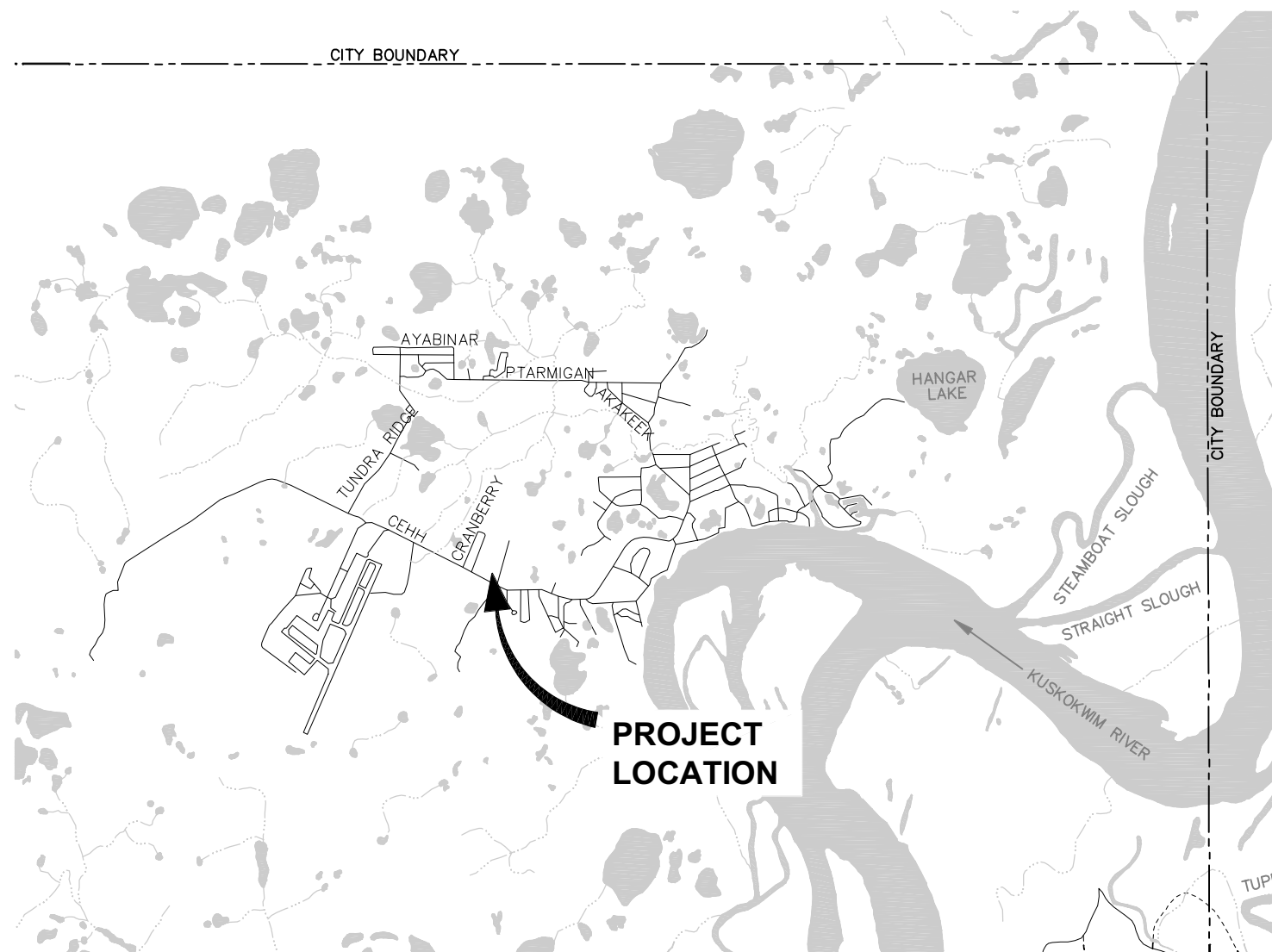
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Contract Drawings For

BETHEL- CEHH DETENTION BASIN DESIGN CHIEF EDDIE HOFFMAN HIGHWAY - MP 1.8 CITY OF BETHEL

SECTION 18, TOWNSHIP 8 NORTH, RANGE 71 WEST, SEWARD MERIDIAN, ALASKA
AUGUST 2022



VICINITY MAP
NTS

DRAWING INDEX

- | | |
|---|---|
| 1 | COVER SHEET |
| 2 | SURVEY CONTROL, ESTIMATE OF QUANTITIES, AND GENERAL NOTES |
| 3 | BASIN SITE EXISTING CONDITIONS |
| 4 | GRADING PLAN AND SECTION LOCATIONS |
| 5 | PROPOSED BASIN PROFILE |
| 6 | PROPOSED BASIN CROSS SECTIONS 1 |
| 7 | PROPOSED BASIN CROSS SECTIONS 2 |
| 8 | REVEGETATION PLAN |

100% DESIGN

PREPARED BY:



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SURVEY CONTROL NOTES

HORIZONTAL CONTROL:
COORDINATES ARE ON A LOCAL GROUND BASED COORDINATE SYSTEM.

TO CONVERT LOCAL COORDINATES TO NAD83(2011)(2010.0000) ALASKA STATE PLANE, ZONE 7 (ASPZ-7) US FEET COORDINATES: TRANSLATE USING +2,384,040.19598 N, +1,631,742.86961 E; AND SCALE USING 0.99992579.

VERTICAL CONTROL:
ELEVATIONS ARE BASED ON A LOCAL MEAN LOWER LOW WATER DATUM EXPRESSED IN U.S. FEET. THE BASIS OF ELEVATIONS IS BENCHMARK "TIDAL NO. 6" HAVING A VALUE OF 19.97 FEET AND BENCHMARK "TIDAL NO. 7" HAVING A VALUE OF 25.57 FEET.

TO CONVERT FROM NAVD88(GEOID12B) TO MLLW, SUBTRACT 8.38 FEET.

UTILITY NOTE:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

SURVEY CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
551	96062.47	37082.82	124.46	FD.CORS.ARP.BET1 CORS
744	100694.10	48743.28	12.72	FD.ALMON
756	99120.34	49307.41	23.53	FD.AC
767	98282.11	50247.58	24.73	FD.RBR
801	99253.38	49060.75	15.68	FD.SS ROD
901	100000.00	50000.00	4.61	FD.BLM
501	102499.57	40026.52	33.99	FD.ALMON.RCM1.7
502	94858.82	46648.45	49.39	FD.ALMON.RCM1.95



ESTIMATE OF QUANTITIES				
ITEM NO.	ITEM DESCRIPTION	PAY UNIT	QUANTITY	UNIT
203.0019.0000	UNCLASSIFIED EXCAVATION	LUMP SUM	8610	CUBIC YARD
618.0005.0000	SEEDING	LUMP SUM	107	POUND
640.0001.0000	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	ALL REQUIRED	ALL REQUIRED

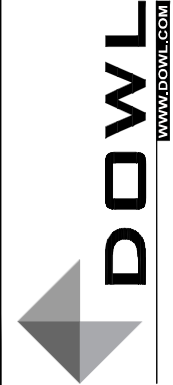
GENERAL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL SITE FEATURES. IF THE CONTRACTOR DISCOVERS CONDITIONS OTHER THAN THOSE SHOWN ON THE PLANS, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE.
2. COORDINATE CONSTRUCTION STAGING AND MOBILIZATION AREAS AND ACTIVITIES WITH OWNER'S REPRESENTATIVE. COORDINATION WITH DOT&PF LOCAL M&O IS REQUIRED FOR CONCURRENCE.
3. PLANS MAY NOT SHOW ALL EXISTING UTILITIES ON SITE. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES BEFORE CONSTRUCTION.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES AND SHALL EXERCISE CAUTION DURING CONSTRUCTION.
5. COORDINATE WITH OTHER CONTRACTORS WHO MAY BE PRESENT.
6. EXERCISE CAUTION AND COMPLY WITH ALL APPLICABLE OSHA REQUIREMENTS WHILE OPERATING EXCAVATION EQUIPMENT.
7. ALL VEGETATION IN THE AREAS NOT AFFECTED BY WORK SHALL BE PRESERVED AND PROTECTED BY THE CONTRACTOR. RESEED ALL DISTURBED AREAS.

BETHEL CEHH DET. BASIN DESIGN
SURVEY CONTROL, ESTIMATE OF
QUANTITIES, AND GENERAL NOTES

PROJECT 1528.50207.01
DATE AUGUST 2022

© DOWL 2022
SHEET
2 OF 8

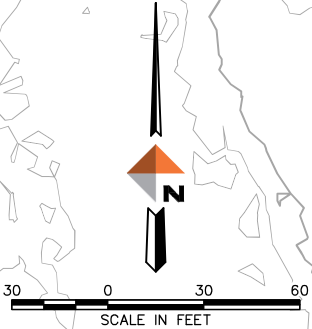


REVISIONS		DESCRIPTION	BY
REV	DATE		

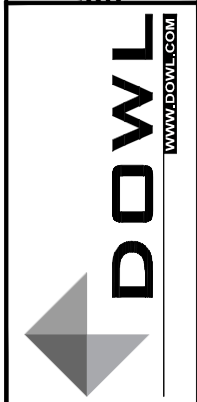
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GENERAL NOTES:

1. SURVEY OF PROJECT AREA WAS COMPLETED DECEMBER, 2020.



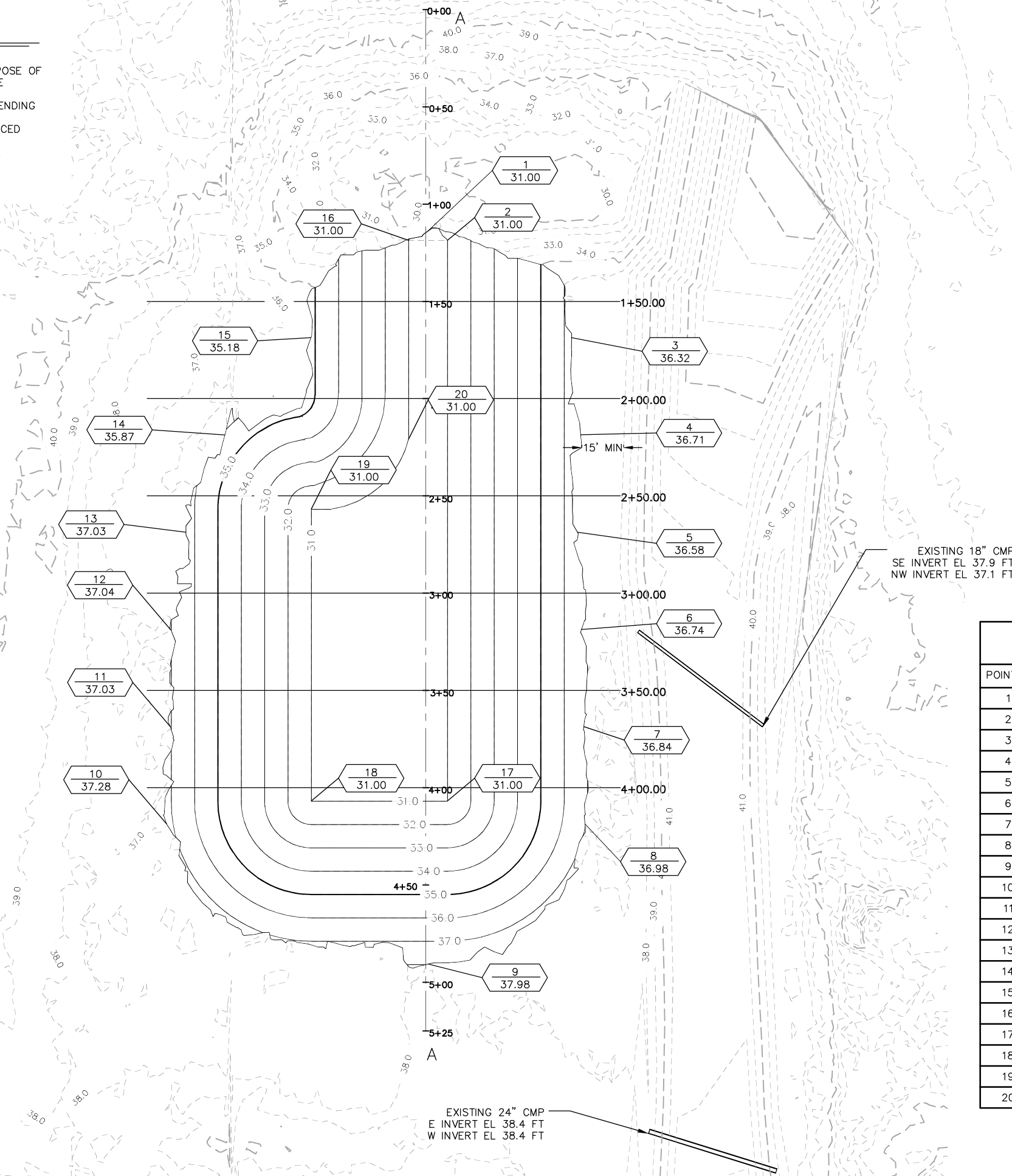
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BETHEL CEHH DET. BASIN DESIGN
BASIN SITE EXISTING CONDITIONS

PROJECT	1528.50207.01
DATE	AUGUST 2022
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SHEET	
3 OF 8	

1. EXCAVATED MATERIAL IS OWNED BY THE CITY OF BETHEL DISPOSE OF EXCAVATED MATERIAL ON CITY PROPERTY AS DIRECTED BY THE ENGINEER OR CITY.
2. GRADE PLACED MATERIAL TO PROVIDE NATURAL CONTOURS BLENDING WITH EXISTING TERRAIN CONTOURS.
3. ALL EXCAVATED MATERIAL TO BE REMOVED FROM SITE OR PLACED ABOVE ELEVATION 40.5FT.
4. DESIGN GRADING CONTOURS ARE SHOWN IN 1 FOOT INTERVALS.



GRADING SCHEDULE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	95826.23	44644.59	31.00	CREST
2	95821.43	44654.61	31.00	TOE
3	95771.42	44718.41	36.32	CREST
4	95721.45	44723.09	36.71	CREST
5	95671.42	44721.57	36.58	CREST
6	95621.42	44723.45	36.74	CREST
7	95571.42	44724.69	36.84	CREST
8	95521.42	44725.37	36.98	CREST
9	95449.46	44644.61	37.98	CREST
10	95521.42	44510.21	37.28	CREST
11	95571.42	44512.21	37.03	CREST
12	95621.45	44512.15	37.04	CREST
13	95671.41	44520.11	36.38	CREST
14	95721.42	44540.13	35.87	CREST
15	95771.41	44584.46	35.18	CREST
16	95821.41	44634.61	31.00	TOE
17	95533.24	44654.61	31.00	TOE
18	95533.24	44584.61	31.00	TOE
19	95683.24	44584.61	31.00	TOE
20	95719.24	44634.60	31.00	TOE

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DOW
WWW.DOW.COM

BETHEL CEHH DET. BASIN DESIGN
GRADING PLAN AND SECTION LOCATIONS

BETHEL, ALASKA

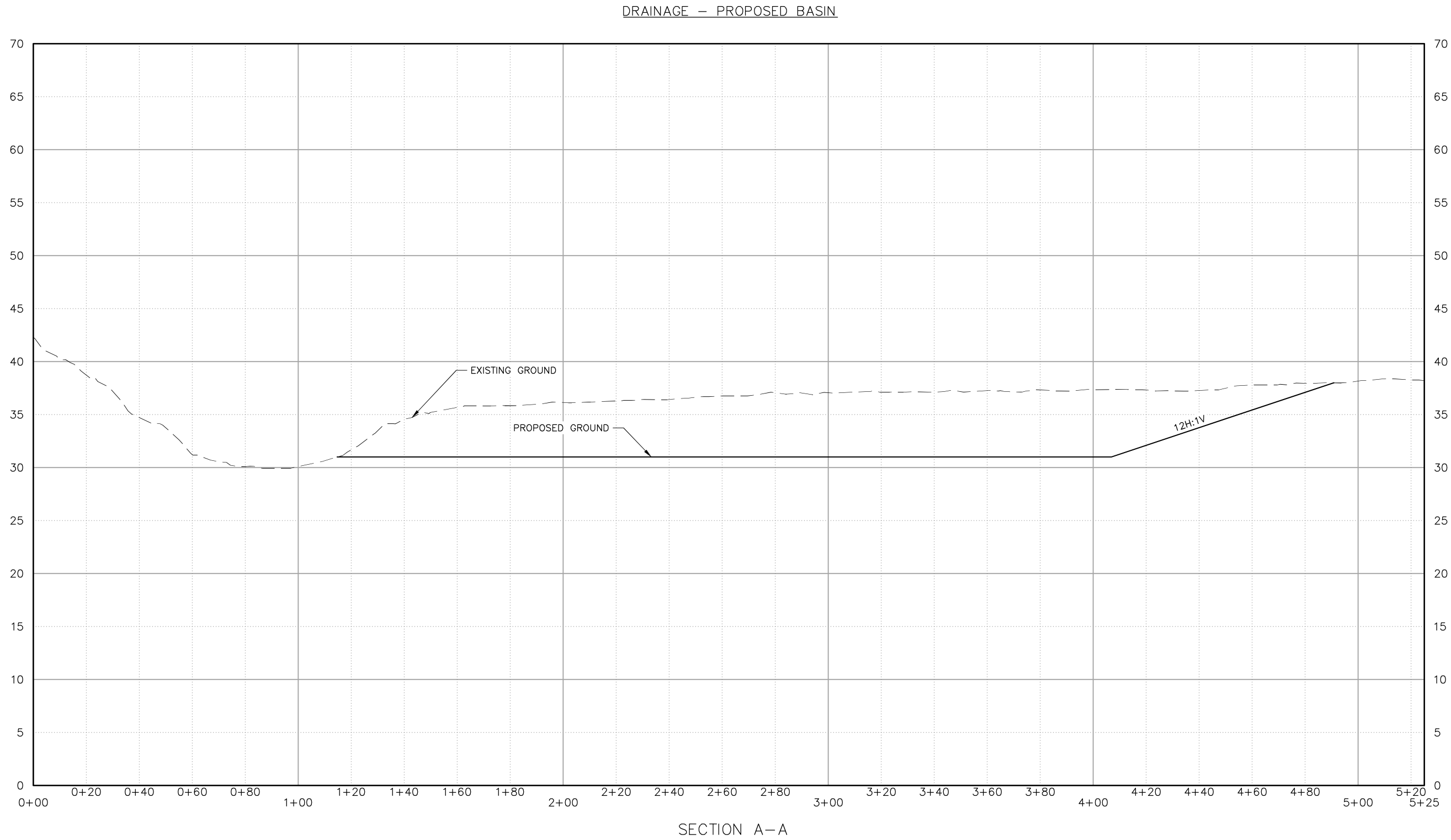
PROJECT 1528.50207.01
DATE AUGUST 2022

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SHEET

4 OF 8

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REVISIONS		BY
REV	DATE	

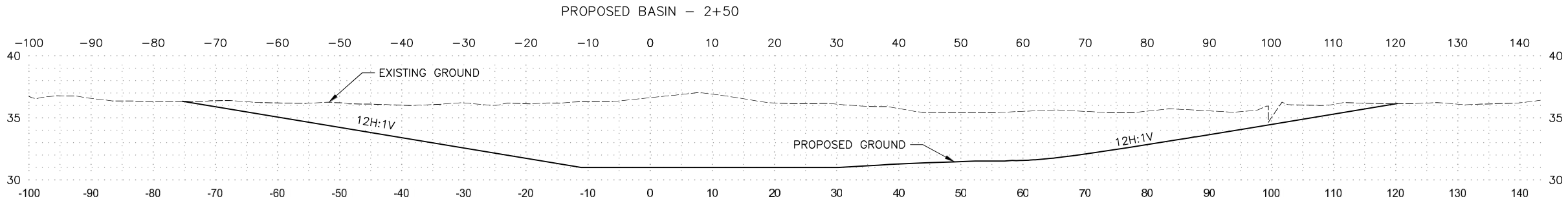
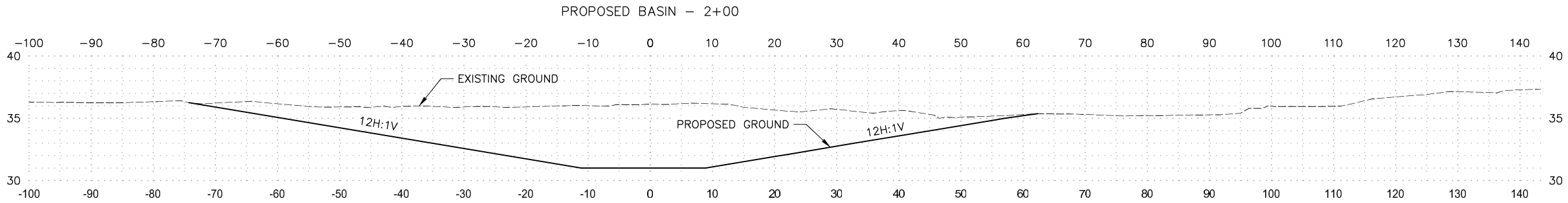
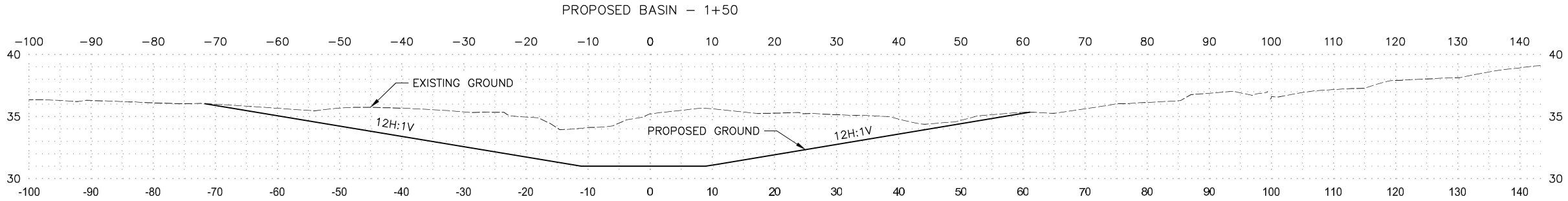
BETHEL CEHH DET. BASIN DESIGN

PROPOSED BASIN PROFILE

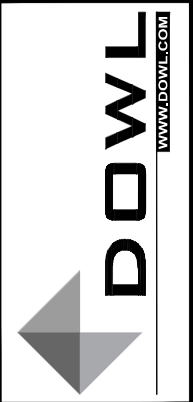
BETHEL, ALASKA

PROJECT	1528.50207.01
DATE	AUGUST 2022
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5 OF 8	

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REV	DATE	DESCRIPTION

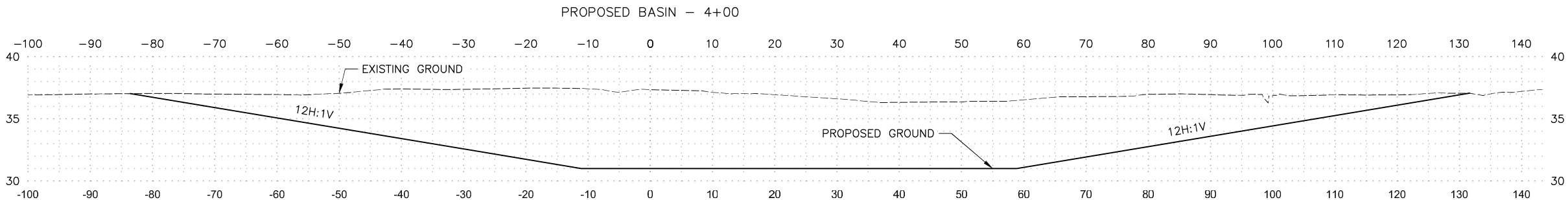
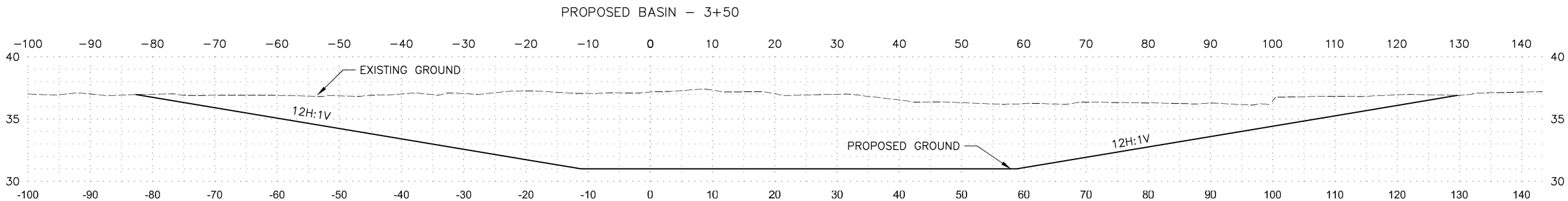
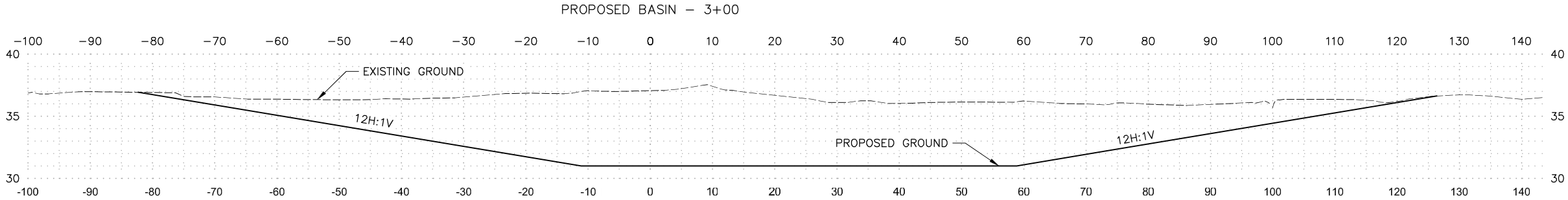


BETHEL CEHH DET. BASIN DESIGN
PROPOSED BASIN CROSS SECTIONS 1

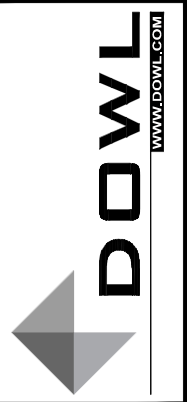
PROJECT	1528.50207.01
DATE	AUGUST 2022
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6 OF 8

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REVISIONS		BY
REV	DATE	DESCRIPTION



BETHEL CEHH DET. BASIN DESIGN
PROPOSED BASIN CROSS SECTIONS 2

PROJECT	1528.50207.01
DATE	AUGUST 2022
© DOWL 2022	
SHEET	
7 OF 8	

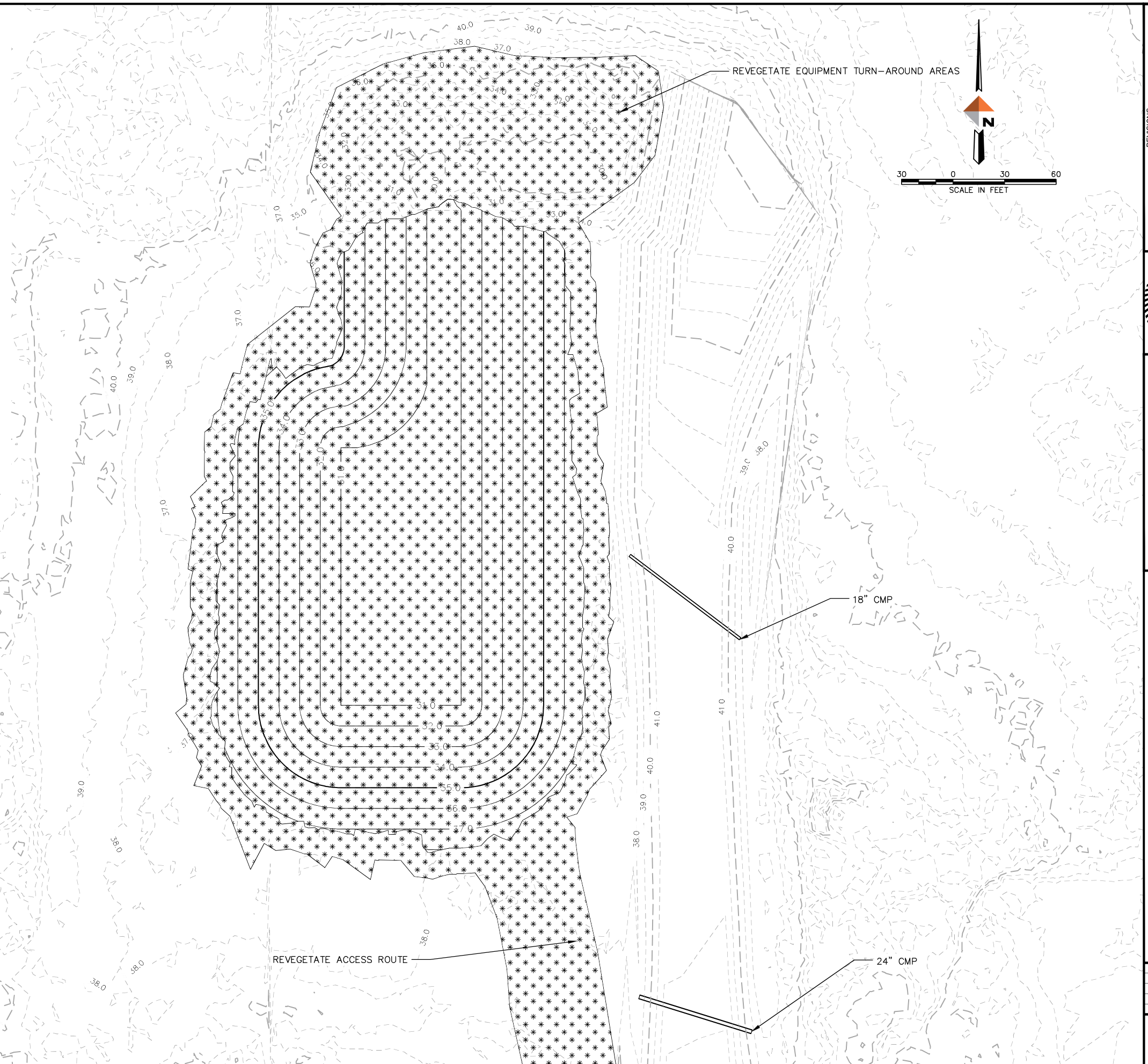
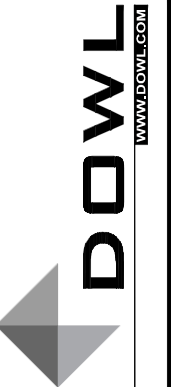
1. PROOF ROLL AND ROUGHEN SURFACE USING TRACK EQUIPMENT OR RAKING PRIOR TO APPLYING SEED.
2. APPLY APPROVED SEED MIX AT A RATE OF 40 POUNDS (DRY SEED WEIGHT) PER ACRE.
3. APPLY SEED MIX IN ALL DISTURBED OR EXCAVATED AREAS
4. WATER ALL SEEDED AREAS.

SEED MIX	
CATEGORY 1	
80-90% OF AT LEAST TWO TYPES	ARCTARED RED FESCUE
	NORCOAST BERING HAIRGRASS
	NORTRAN TUFTED HAIRGRASS
	GRUENING ALPINE BLUEGRASS
CATEGORY 2	
10-20% OF AT LEAST 1 TYPE	KENAI POLARGRASS
	TUNDRA GLAUCCOUS BLUEGRASS
	ALYESKA POLARGRASS
	SOURDOUGH BLUEJOINT REEDGRASS

SITE REVEGETATION



AREA TO BE SEEDED

[illegible]

BETHEL CEHH DET. BASIN DESIGN
REVEGETATION PLAN

DEIHEL, ALASKA

PROJECT	1528.50207.01
DATE	AUGUST 2022
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8 OF 8	

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**CITY OF BETHEL CHIEF EDDIE HOFFMAN HIGHWAY MILE POST 1.8
RETENTION BASIN CONSTRUCTION**

BETHEL, ALASKA

PROJECT SPECIFICATIONS & SPECIAL PROVISIONS

All material specification and work provided by the Contractor shall conform to the 2020 State of Alaska Department of Transportation and Public Facilities (DOT&PF) Standard Specifications and Standard Details for Highway Construction, including the most current Statewide Special Provisions (Effective January 1, 2020) published by DOT&PF. Project specific special provisions to the DOT&PF standard specifications are detailed in the following sections. The requirements contained in these specifications are hereby made a part of this solicitation and any resultant contract.

Copies of the DOT&PF Standard Specifications are available from:

State of Alaska Department of Transportation and Public Facilities
Statewide Design and Engineering Services Division

3132 Channel Drive, P.O. Box 112500, Juneau, AK 99811-2500

Phone: (907) 465-6951

Fax: (907) 465-5240

Or online at: <https://dot.alaska.gov/stwddes/dcspsecs/assets/pdf/hwyspecs/sshc2020.pdf>

PROJECT SPECIAL PROVISIONS LIST

Section 101	DEFINITIONS AND TERMS
Section 203	EXCAVATION AND EMBANKMENT
Section 305	STOCKPILED MATERIAL
Section 618	SEEDING
Section 641	EROSION, SEDIMENT, AND POLLUTION CONTROL

**SECTION 101
DEFINITIONS AND TERMS**

101-1.03 DEFINITIONS. Replace the following:

DEPARTMENT. The City of Bethel.

All references made to 'The Department' within the Alaska Department of Transportation and Public Facilities (DOT&PF) Standard Specifications and Standard Details for Highway Construction shall refer to the City of Bethel.

**SECTION 203
EXCAVATION AND EMBANKMENT**

203-3.06 COMPACTION BY PROOF ROLLING. *Add the following:* Proof-roll or machine track the ground surface of excavated and disturbed areas prior to applying vegetative cover. Omit proof rolling only if approved by the Engineer and if necessary, to prevent liquefaction of surface soils.

SECTION 305
STOCKPILED MATERIAL

Special Provisions

305-1.01 DESCRIPTION. *Delete this subsection in its entirety and replace with the following:*
Place excavated material at a designated stockpile location adjacent to a stabilized site entrance that is accessible to standard dump trucks. Excavated material will be transported offsite by the Contactor to the City landfill, or other location as approved by the Engineer.

SECTION 618 SEEDING

Special Provisions

618-1.01 DESCRIPTION. *Delete this subsection in its entirety and replace with the following:*
Seed all disturbed areas as directed by the Engineer. Track the soil and apply seed and water. Provide a living ground cover on slopes as soon as possible

618-2.01 MATERIALS. *Add the following:*

Contractor shall propose a seed mix conforming to the Alaska Revegetation Manual. A table of acceptable seed types is provided below. Contractor shall provide a proposed seed mix conforming to the table and describe their source in bid documents.

Soil	Silty Sand (SM)
Soil Moisture	Hydric to Mesic
Application Rate	40 pounds per acre
Category 1	
80 – 90% of at least 2 types	Arctared red fescue
	Norcoast Bering hairgrass
	Nortran tufted hairgrass
	Gruening alpine bluegrass
Category 2	
10-20% of at least 1 type	Kenai polargrass
	Tundra glaucous bluegrass
	Alyeska polargrass
	Sourdough bluejoint reedgrass

618-3.01 SOIL PREPARATION. *Add the following:*

Apply seed as detailed in subsection 618-3.03 immediately after the shaping of slopes. Complete slope preparation as soon as final grade on slopes is achieved.

SECTION 641
EROSION, SEDIMENT, AND POLLUTION CONTROL

Special Provisions

641-1.03 PLAN AND PERMIT SUBMITTALS. *Add the following:*

Partial and incomplete submittals will not be accepted for review. Any submittal that is resubmitted or revised after submission, but before the review is completed, will restart the submittal review timeline. No additional Contract time or additional compensation will be allowed due to delays caused by partial or incomplete submittals or required re-submittals.

Storm Water Pollution Prevention Plan. Contractor shall submit an electronic copy of the SWPPP to the Engineer and the City of Bethel for approval. Deliver these documents at least 21 days before beginning Construction Activity.

The Engineer will review the SWPPP submittals within 7 days after they are received. Submittals will be returned to the Contractor and marked as either “rejected” with reasons listed or as “approved” by the Engineer. When the submittal is rejected, the Contractor must revise and resubmit the SWPPP. The 7-day review period will restart when the Contractor resubmits an electronic copy of the revised SWPPP to the Engineer for approval.

After the SWPPP is approved by the Engineer, the Contractor must sign and certify the approved SWPPP.

General Construction Permit (GCP) Coverage

The contractor is responsible for permitting of Contractor and subcontractor Construction Activities related to the Project.

After Engineer approval of the SWPPP and prior to beginning Construction Activity, the Contractor shall submit an eNOI with the required fee to Alaska Department of Environmental Conservation (ADEC) for coverage under the GCP. Submit a copy of the signed eNOI and ADEC’s written acknowledgement to the Engineer as soon as practicable and no later than three days after filing the eNOI or receiving written response. Do not begin Construction Activity until the conditions listed in Subsection 641-3.01.1 are completed.

Procedures for filing GCP documents are described here:

<https://dec.alaska.gov/water/wastewater/stormwater/construction>

City of Bethel Information Memorandum

Information Memo No.	22-20		
Date introduced:		Introduced by:	Peter A. Williams, City Manager
Amended actions:			
Confirmed by:			

Title: City Manager to act according to *BMC 4.20.150 Waiver of formal bidding procedures* and waive formal bidding procedures for purchases associated with hiring hauled-utility drivers for water and sewer, because it is in the best interest of the city.

Attachment(s): None

Department/Individual:	Initials:	Remarks:
Administration / Peter Williams		
Public Works Dept. / Bill Arnold		
Amount of fiscal impact:	Account information:	
	No fiscal impact at this time.	
Unknown	Funds in ARPA Grant Budget.	TBD

Summary Statement

The City of Bethel is critically short-staffed with hauled utility drivers. The City has had a difficult time recruiting and retaining qualified drivers that have a commercial driver's license (CDL) with a tanker endorsement. The City currently has only six full-time drivers and two temporary weekend part-time drivers. The City needs at least nine full-time drivers and one foreman who drives to meet the current demand of ten routes per day.

The City is the public water and sewer utility for all of Bethel's 6,362 residents. Delivering water and evacuating sewage is a major responsibility. It is also an important health issue. People need water for drinking, bathing, washing clothes, washing dishes, and other household uses. Sewage must be evacuated to avoid sewer tanks from overflowing or backing up into homes and businesses and creating public health and sanitation hazards.

The City Manager is in the process of waiving formal bidding procedures to be able to make purchases necessary to hire CDL drivers with a tanker endorsement as an emergency measure. The City is considering raising the pay rate for temporary haul drivers from \$40/hr. to \$50/hr. and securing housing for drivers who live in the Anchorage area and are willing to work a two-weeks-on and two-weeks-off schedule. There are funds available from the American Rescue Plan Act to pay for these services.

This IM constitutes the city manager's written report to the council as required by BMC 4.20.150.



CITY OF BETHEL
P.O. Box 388
Bethel, Alaska 99559
Ph. (907) 543-4150
Fax (907) 543-3817

MEMORANDUM

DATE: Sept 21 – Oct 4, 2022
TO: City Council
FROM: Peter Williams, City Manager
RE: Managers' Report

Covid-19 – Masks, hand cleaner, and testing kits are still available. The test kits we have are out of date. The manufacturer told us we could extend the masks' shelf life for three months. It appears the number of cases being reported is increasing. Continue to receive reports from YKHC.

Daily Log

Sept 21 - 1) Out of the Office (OFF) for four hours due to a cold.

Sept 22 - 1) OFF, sick. -Participated in M.S. Teams meetings with KYUK and Administration concerning the property that the KYUKs building is on. 2) Met with Brilliant Media and discussed the P.D.'s daily Call Log and newsletter. 3) Responded to some emails.

Sept 23 – 1) OFF, sick. – Weekly Sales Tax meeting to discuss the collection of sales taxes. Responded to some emails

Sept 26 – 1) Met with the USDA, City Attorney, and City Clerk to discuss the Letter of Conditions regarding the Avenues Project. 2) Met with DOWL to ask if they could help to review some of the grants we have. The city does not have anyone at the moment reviewing the grant reports. In the future, we hope that the fiance dept will produce the grant reports, and the Grant Manager will spend his time searching and applying for grants. 3) Participated in a meeting with the planning department, City Attorney, and the Cty Clerk to discuss the Tall Towers ordinance in relation to the tower KYUK is building. 4) Discussed a PowerPoint presentation concerning

various forms of harassment in the workplace with the H.R. Director. This will be presented to all city employees in the future.

Sept 27 – 1) Discussed a workers comp claim with the P.W. director and APEI. 2) Met with DOWL, Artitechs of Alaska, PW Director, and Grants Manager to develop a concept plan for a new Public Works Building. 3) Review bid for the retention pond adjacent to the ONC sud-division. Looks like the soonest Admin can receive the council's approval would be the Nov 8. 4) Reviewed fee proposal for scoping out the sheet pile on the City dock.

Sept 28 – 1) Met with DOWL to discuss the map of Bethel Wetlands & Donlin Gold Mitigation. Donlin receives credits for wetlands that will be used when the mine is built. They proposed that DOWL study the wetlands within the Bethel City limits. The goal of the study will be to show that certain areas designated as wetlands are not really wetlands. I expect a written proposal will be issued so that we will be able to review the details of the study with the USACE.. 2) Administration met to discuss Ord #22-33 and Ord #22-22 (c) 3) Met with H.R. Manager to discuss a workers comp claim.

Sept 29 – 1) Sent comments about the Bethel Comp Plan to DOWL 2) Reviewed department's submissions to Brilliant Media for the monthly newsletter.

Oct 3 – 1) Met with the H.R. Manager to discuss personal differences. 2) Received the final version of the CBA from the APEA 2) The H.R. manager has set up a table at the Saturday Market to solicit job applications. 3) Sent information to Benthic GeoScience to coordinate a site visit for the purpose of installing a fiber optic cable.

October 4 - 1) BFK9, DOWL, and myself met to discuss the layout of the new building for the dog pound. We will see the final version of the layout next. We will then start looking at the details of the design, such as materials to be used, mechanicals, etc. After that, the design can move forward. We decided to put the new building where the old one is now. BFK will use their building while the new one is being built. 2) H.R. and the YKFC Manger met to discuss the fees and membership for city employees at YKFC.

Peter Williams
Bethel City Manager

Memorandum

Date: October 1, 2022

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



September 2022 Current Events

- **Police Dept and City Hall Air Conditioner Projects:**

It is with tremendous relief that I am finally able to report that the air conditioner replacement project for both the City Hall and Police Dept server rooms is finally complete. LONG Building Technologies finally received the equipment and made the trip out to get the old units replaced. The Police department server room is finally hanging around the desired temperatures and I no longer have to toil in fear that those servers are going to shut down due to overheating.

LONG will be coming into Bethel on a bi-annual basis to perform preventative maintenance on these units to make sure they're always running smoothly. LONG will also be checking up on our existing unit at the Port server room. The replaced units will be backhauled by LONG to be e-recycled in Anchorage.

- **Ongoing Technician Training:**

My new technician has been shadowing me for most of the month. As different trouble tickets and tasks come up, I use those opportunities to train him on how to fix them along with imparting any tips and advice on the different situations. He has also been assisting me with any jobs I need help on, which has been a tremendous help.

- **Amazon Ordering:**

Recently, the new finance director has endeavored to remove most of the P-cards that departments have in an effort to restore more control to the Finance department on City spending. To aid in this, I managed to get the City set up for pay-by-invoice on the City's Amazon Business Prime account, which is likely where a lot of department orders come from. This way, the resource is still available to departments without the need for P-cards.

- **AT&T E911 Services:**

With AT&T and FirstNet (built by AT&T) offering services in Bethel, the City has had to try and get them caught up with E911 Phase 1 and Phase 2 services. GCI, at one point the only cellular option in Bethel, completed this several years back before the emergence of COVID-19. These services provide our Police department with more helpful information (such as geolocation) when cellular callers dial into 911 for help. E911 services need to be requested and then each cellular carrier has a given amount of time to fulfill the request.

Memorandum

Date: October 1, 2022

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



Several recent meetings have us on track to finally satisfying this request. Once GCI can get all the regulatory information that is required, AT&T will be putting through some equipment orders to move us onto the next steps. Until E911 is established for other working cellular carriers in Bethel, calls to 911 from those users will provide the dispatchers at the Police department with nothing more than a phone number. Getting each carrier that establishes services in Bethel set up with E911 will go far in terms of bolstering the emergency services the City provides to its citizens. I'm hopeful this can be completed no later than the end of Q1 2023.

- **Caselle Update 2022.08.69:**

We were able to successfully update the Caselle financial software to its latest iteration, version 2022.08.69. The need for the update provided me with an opportunity to show my new technician what exactly is involved in the update process and things I'm trying to put into place to make the normally three to five-hour task much less painful.

- **Normal Business:**

The rest of the month has been filled with normal daily trouble-ticket responses such as employee access management, printer/scanner problems, software support, and asset updates. Each ticket usually involves my technician shadowing me to learn the ropes. Sometimes I will send him to try and tackle something himself if I feel he has the tools to handle the problem.

Future Plans

- **OneWeb:**

Now that equipment is finally starting to arrive, we should be able to make progress on deploying the OneWeb service to the City. ACS should be sending out some new wireless equipment soon that we will be using to establish stronger connections between our buildings capable of transporting the increased bandwidth. Once those items are installed, we should be able to turn the key on bringing each building up one by one. My main goal is to try and get OneWeb in use by the City before the turn of the year.

CITY OF BETHEL POLICE DEPARTMENT



September 2022 Monthly Report

Personnel:

Current Staffing			
Position	Allocated	Staffed	Vacant
Safety Patrol (three grant funded)	3	3	
Community Service Officer	2	1	1
Evidence and Record Custodian	1	1	
Administrative Assistant/Taxi Inspector	1	1	
Public Safety Dispatcher (one E911 funded)	5	4	
Public Safety Dispatch Supervisor	1	1	
Peace Officers (one grant funded/reimbursed SRO)	19	17	2

Operations:

Operations Tempo				
	September 2022	August 2022	September 2021	2022 Total
Calls Total	1314	1087	1313	10079
Reports Total	124	92	102	761
Intoxicated Pedestrian Calls	236	129	245	1487
Driving Under Influence Calls	16	12	26	151
Domestic Violence Reports	12	20	22	192
Animal Calls	14	36	45	313
Animal Bite Reports	0	0	3	4
Sexual Assault Reports	8	9	3	48
Death Investigation Reports	1	5	1	16

Training

On 09/02/2022 Lt. Poole, Officer Charles, Officer Griffin attended 8 hours in person Taser Instructor Course in Anchorage, and an 8-hour online portion.

9/12/2022 – 9/23/2022 Officer Boyle attended an 80-hour homicide investigation class in Texas.

Month of September we had 11 officers to complete in service training on the new VCOR Arrest Procedures.

Personnel

New Chief started this month and one Public Safety Dispatcher resigned. There are two new personnel scheduled to begin working in October, one Police Officer and one Public Safety Dispatcher.

We are in the early stages of working with the Public Safety Committee to explore the possibility of a budget modification to allow for the funding of one parttime Public Safety Dispatcher in order to address a critical staffing issue there.

We're currently working backgrounds on several police officers. We continue to recruit for all vacancies.

Operations

Department has made changes to its operations to be more responsive to the needs of the community and improve officer's response times to calls for service.

The Police Department will begin targeted enforcement of the ATV law starting with the area of the Hwy from Watsons Corner to the Airport. Officers will be issuing warnings for the first offense and citations after that at their discretion.



William Arnold, Public Works Director
1155 Ridgecrest Drive
PO Box 649 Bethel, AK 99559
P: (907) 543-3110
F: (907) 543-2046
warnold@cityofbethel.net

MEMORANDUM

DATE: 09.30.2022
TO: Peter Williams, City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report – Public Works Department
Programs/Divisions

Hauled Utilities:

The temporary hires are in the learning process, the work that they have been able to do has been a plus and appreciated. The help that Tom and Delbert have provided has been invaluable. Last week Jonathan Phillip jumped in and did an amazing job completing a water route and returning from home to recover a stuck vehicle and driver. This Dept. is understaffed and trying to work our way out of the hole daily. Drivers are over worked, tired, frustrated and at times feel unappreciated. Road Maintenance has pulled multiple drivers out of soft and sloppy driveways, when the weather changes these recoveries will become mote frequent. At this point we have one sewer truck out service, the hood is awaiting replacement.

Utility Maintenance: 9alarms on residential lift stations were responded to. Multiple issues with grinder pumps, and float systems

- Monthly meter reading and service connections were completed
 - Clean up and organization of shops and vehicles.
 - 9 residential lift station repairs.
 - Tundra Center lift station still in dire need of repairs/ replacement. Currently, lift station is not functioning at full capacity/ has required creativity to modify pump to continue to operate.
 - Mixing up main lift station by hand with soap to prevent matt build up
 - Brush cutting and leveling activities on low-flow and plugged sewer lines
 - The few flushing activities that have required longer than 16 hours of work have been handled by rotating men on rest.
 - Daily safety meetings were held.
- Shut bethel heights water system down for repairs.
Utility Maintenance has 2 staff workers still short staffed
Start the lagoon pumping and water sampling.
Winter prepping taking place like insulating, banding leveling taking place.

Property Maintenance:

**0 of 2 Temporary positions filled. Positions posted since early 2022.
3 of 4 FTE positions filled. Vacant positions posted since October 2021.still posted. Currently short staffed.**

Summer season facilities projects and maintenance tasks in process but going very slow. Department is having to prioritize issues to keep up with Pre-Winter work. Department is trying to catch up on long due heating and air handling maintenance in City buildings and are prioritizing the work to critical systems as we prepare for winter to return

BOARDWALK AND PARKS: Parks problems and vandalism and graffiti a daily problem. Repaired and replaced broken planks and handrails. Flagged locations for install of new lighting for boardwalk.

POOL: Pools heating and air handling system has continuous problems. Long Building Technologies has been brought into the scope to assist. They will need more visits to bethel to continue troubleshooting issues with the Air handler supply fan and the exhaust fan. The problems at the pool need daily attention. Parts for the boiler are on order. Assistance from Wolverine has been requested for problems with boiler system. Assisted windmill techs repairing issues with windmill.

COURTHOUSE: Taylor Fire Alarm is working to repair issues with fire alarm panel and suppression systems. They currently have parts on order and will return to finish repairs later this month. Replaced one toilet upstairs and have another on order. Repaired ventilation unit AHU-4.

CSWTP: Experiencing issues in the electrical cabinet for the 550 and 560 series Loop pumps. Also Loop lines are found low pressure weekly and have to be pumped up. Over 800 gallons of glycol was added to the loop lines last week to maintain pressure for the week. Each week there is loss and system need to be pumped back up. Repaired toilet. Replaced check valve on water line.

POLICE DEPARTMENT: Repaired two garage doors that would not close. Removed and replaced fan blade for unit heater.

TRANSIT: Removed and ordered new motor for unit heater.

TEEN CENTER: Replaced tiger loop on Boiler. Removed speakers in main

room.

FIRE STATION: Removed and ordered new motor for unit heater. Replaced cables for bay door 1. Replaced glycol pump for boiler. Replaced exhaust fan motor in boiler room. Repaired cord drops in engine bays.

HIGHWAY LIFT STATION: Repaired water spicket for hose inside building.

CITY HALL: Install copper line for boiler water. Install door stops for Bo's office. Repair toilet. Replace ballasts in lights.

DOG POUND: Caulked and sealed leaks in kennels>

SENIOR CENTER: Boarded broken windows.

PUBLIC WORKS: Repaired boiler 2 fuel line. Repaired external doors push bars. Repaired broken doors at V&E and parts room.

Road Maintenance:

Streets and Roads hauled in D-1 gravel with dump trucks City Sub and capped off Akiak Drive from State Highway to the pump house. We graded and compacted it.

Streets and Roads hauled in gravel and capped all East Ave going to the boat harbor, and Ridgecrest Drive from Ptarmigan Street to the landfill.

Street and Roads hauled the rest of the D-1 gravel from Knik to the south side and the north side of the city shop with dump trucks.

Street and Roads put in a culvert between the swimming pool and leaning center to drain the water out that was building up there from the rain.

Streets and Roads haul in 45 loads of sand from the city sand pit to H-Marker Road to fix a muddy sink hole.

Streets and Road dug four graves for the month of September at the new cemetery by the airport.

Vehicles and Equipment

As usual fixing and repairing city equipment and light duty vehicles. Had a guy in from cummins northwest working on highway lift station generator.

Had him look at the Police generator and fixed the alarm and also the Courthouse generator.

We are half way through on the servicing on water and sewer trucks. (oil changes and what ever else needs to be done) We had increased the Gallons per minute on the water trucks from 70gpm to 100gpm.

Transit System:

Despite the mechanical issues with Bus 440, the ridership has been steady. Finally have Bus 439 running thanks to Robbie and his crew. Bus 440 was on the road until the 13th of this month and 439 took over on the 14th. The ridership consisted of: Seniors-111, Youth-7, Adults-68, Disabled-82 and 728 Pass Riders. Bus 440 logged 723.1 miles and 104.621 gallons of fuel. Bus 439 logged 1,458 miles and 181.782 gallons of fuel. The regular bus fares totaled \$345.00 and \$1,640.00 for Day/Month Passes totaling \$1,985.00 as of the 28th.

Landfill:

Landfill has been working hard at keeping trash pushed and maintaining a good working relationship with the public.

Mr.T spent a few days helping the road crew haul gravel from the barge.

He also spent several days using the excavator to flatten out the metal pile to reduce it's footprint.

Staffing Issues/Concerns/Training:



September 29, 2022

Mr. William Arnold
Mr. Peter Williams
City of Bethel
P.O. Box 1388
Bethel, AK 99559

**Subject: DOWL Term Contract for Engineering and Planning Services
Contracted Task Order and Proposal Updates**

CONTRACTED PROJECTS

Avenues Piped Water and Sewer- DOWL Task Order #2

- Redesign is underway. We are working with mechanical contractors and pipe manufacturers on the feasibility and/or potential cost savings on the following ideas:
 - use of HDPE jackets instead of aluminum pipe jackets,
 - removal of approximately 20 services and two blocks of pipe from the scope, south of 5th Avenue,
 - 6" water main instead of 8", would require add-heat booster station for ANY future development; we are proceeding with 8", but including a deductive alternate for 6" to compare the cost,
 - fiberglass lift station basins instead of aluminum or placing grinder pumps in existing sewage holding tanks,
 - field pouring concrete bases,
 - modifying the insulation type and thickness on service boxes and vaults.
- The redesign does not include add-heat booster at this point.
- Plan to issue bid request in early 2023; 95% design will be ready in December 2022/January 2023.
- Encroachment clearing?
- Public communication – mailings sent 8/31/2022.
 - One for housing that isn't going to get hooked up.
 - One for housing that is hooked up.
 - A couple postcards came back; addresses no longer valid.
- City to coordinate with The Tundra Center to demolish the burned house on parcel 76 to open the 6th and 7th Avenue utility crossing. DOWL RES is working on the TCE.

Lift Station Improvements- #15

- John Pepe/Kiana Eller conducted Substantial Completion Inspections on Main Lift Station and Bethel Heights West Generator.
- Punch lists were issued the week of 9/13/22.
- An interim inspection was also made of the SCADA system, which is 60% complete.

Lead and Copper Issues at City Sub- #17

- Task 1 - Orthophosphate injection system has been running since November 2020. Monitoring ongoing through June 2022 with an ADEC extension until Fall 2022.

- Task 2 – A monitoring plan is in place and testing of water parameters is underway to determine cause/resolution of elevated levels of HAA5. Once testing results are available, DOWL will evaluate and report.

Subdivision Construction Oversight- #26

- Blue Sky subdivision roads are under construction. DOWL inspector was in Bethel week of September 16. Will put together a report, but there are multiple deficiencies:
 - Some of which are deviations from plans and specs
 - Some are more significant such as slope failure and washouts
 - That pipes were not in their plans and specs

Yukon Kuskokwim Health and Fitness Center Repairs-- #28

- Work scheduled during a 2-week shutdown beginning 11/2/2022. The Pool Company and WSI will be on site to service the mechanical room/filters, install the new pulsar acid feeder, and replace tiles.
- Alaska Air Balance inspected and balanced the system in July. Some issues were found, and our mechanical engineer has recommended corrective actions. WSI will collect additional information to finalize repair recommendations. A change order will be required.

Courthouse Water Service Replacement- #29

- Substantial completion inspection happened 8/18/2022.
 - Most items are complete.
 - Taylor Fire Protection Services must return for a more in-depth investigation of the alarm alert system. DOWL requested a change order proposal for the remaining work related to the alarm alert system.
 - CO #2 approved for Denali to repair the leaking service saddle in the vault by the radio station and complete final punch list items. If they can find parts, they will return to Bethel before October 10th.
- One final pay application remaining for current scope.
- Project will be complete by end of October 2022.

CEHH Hydraulics and Hydrology Study- #31

- Project is out to bid. Bids due October 20.

Public Works Facility Back-up Generator- #35

- Vango reports installation is complete.
- Multiple follow-ups on when Cummins is available to commission, but nothing in writing.

Community Wide Piped System Preliminary Engineering Report- #36

- 95% PER to be submitted to COB week of 10/17/2022.
- Environmental EA is 85% complete. Final USDA QC completed; going out for public review once website is provided by City.

YK Fitness Center Expansion Feasibility Study- #37

- This task order is complete.
- Is COB still interested in pursuing a follow-up phase to investigate Parks & Rec Committee questions on a larger facility? See Jennifer Schmetzer's 8/15/2022 email for list of questions on this request.

Water and Sewer Rate Study- #39

- Meeting scheduled with Bill Arnold and Mike Mendenhall for 9/28/2022 to discuss specific haul system requirements. This is the last piece of data needed before FCS begins design of the new rate structure.
- FCS to provide a new schedule with the understanding that we will complete this task order this fall.

YK Fitness Center Lift Station Replacement- #44

- Final inspection on the structural pad is complete.
- Electrical submittal review completed. Wet well basin to ship to Bethel week of 10/3/2022. Pumps will follow within a couple of weeks. TecPro is working on getting all components for the panel. Depending on weather, and if all supplies arrive on time, the lift station could be installed in early 11/2022.

Chemical Storage building- #45

- 65% design is underway and scheduled to be finished in 12/2022. A big component of this stage is review by a fire protection engineer and coordination with the Fire Marshall/Bethel Fire Department on the need for a suppression system.
- COB needs to verify:
 - This will be an unoccupied facility used for storage of chemicals, chemicals will remain in original packaging and be moved to the treatment plants or the pool prior to use.
 - Eye-wash stand is sufficient, shower is not needed.
 - Floor drain is not needed.
 - Vestibule not required, entry/exit will only be when chemicals are brought for storage or taken for use and will be done through overhead door.
- DOWL geotech and survey will be underway in Bethel in October.

Transit Center Boiler Replacement- #46

- 95% design is underway. Holding off on submittal until further direction.
- Estimations submitted a fee proposal of \$4,660 for developing a construction cost estimate. An amendment will be needed for this work. Shall we submit now or hold?

Comprehensive Plan- #47

- The project team has taken a pause from meeting with stakeholders to process all input received so far. Bi-weekly meetings with COB are continuing. Comments can still be submitted by anyone via the Public Comment Map on the website.
- The team is working on the framework for the plan and has started providing goals and strategies for each section to COB for review. COB comment on goals and strategies is due 10/7/2022.
- Short term schedule includes sending the draft goals and strategies to stakeholders on 10/14/2022 with a stakeholder meeting on 10/20/2022. Looking to have a debrief with COB the week of 10/24.

- Long term schedule includes full draft comprehensive plan in 11/2022 with COB, stakeholder, and public review meetings/comments and a final plan in 12/2022.

Bethel Fire Station Geotech- #48

- DOWL scope and fee proposal for phase 1 of a more in-depth geotechnical monitoring/investigation program and an architectural/structural code and condition survey submitted 9/18/2022. This phase of the geotechnical program covers assessment of ground temperatures. The results of the temperature assessment will determine the extent of further geotechnical investigation.

Dog Pound Facility Concept Design- #49

- DOWL conducted a project team kick-off meeting on July 15.
- Does Pete still want to organize follow-up with Officer Poole?
- DOWL team working on initial design sketches.
- Do we want to try to do geotech or survey this fall?

Public Works Facility Concept Design- #50

- Review meeting 9/27/2022 to discuss concept sketches.
- DOWL team working on revisions and the draft concept design memorandum.

General Planning Services- #52

- Task order contracted budget is \$20,000 of which \$9,600 remains. The Akiak to YKHC Hospital Trail, to be completed in October, will deplete this remaining amount. An amendment is needed.
- Work on this task order to date includes:
 - Working with Pauline Boratko to support Planning Commission monthly meetings.
 - Polk Site Plan – Mr. Polk is gathering needed information for the site plan permit. We have provided support to guide him through the items that are needed.
 - KYUK Tall Tower and Conditional Use Permit (CUP) – Processing tall tower and CUP for October Planning Commission hearing.
 - Holmes Church CUP – Processing CUP for church in the residential zoned district for the October Planning Commission hearing
 - Alaska Grown Cannabis – Working with applicant to get the necessary permit requirements for processing.
 - Hackneys Litigation – Working with City attorney to provide support for litigation with the Hackney's.
 - KYUK Plat – Assisting with recording the plat and deed process to clean up the title for the KYUK property next to City Hall.
 - ONC Deed – Assisted with reviewing deed documents to convey land to ONC.

Port of Bethel Wall Repairs- #53

- DOWL Team planning to conduct visual assessment the week of 10/31/2022. We will need support from the COB. The COB to provide a skiff access, ensure no other vessels are alongside the structure, and provide spot excavation of tie-rods.

OTHER UNCONTRACTED WORK

Bethel Heights/Martina Oscar Expansion

- DOWL is preparing a fee estimate for design services, will finalize once the funding agency agreement is completed (November?).
- COB (Sargent) to explore using some of the Bethel Heights funding right away for an addition to the Bethel Heights treatment plant for Martina Oscar and Avenues.
- What to do about easements? 300+ easements will be over \$1M for easements alone.

AHFC Culdesac survey-

- Need map that shows ownership?

Fire Hydrant Maps?

Full SCADA Feasibility Study at CSWTP

- DOWL working with EDC and TechPro on a scope and fee proposal.

QFC#2 Lift Station

- Upgrades are required at this station and will include connection to SCADA. DOWL is working with EDC a scope and fee proposal. Proposal should be ready by the end of 9/2022.

Mechanical Inspections

- WSI's recent troubleshooting of the issues identified by COB at City Hall found that the 2" uninsulated copper pipe that circles the building is adding heat to the entire building anytime one zone valve kicks on. Insulating the bare pipes might help, if not cure the problem, but we need a mechanical engineering review to determine the best design/repair option.



City of Bethel
Finance Department
Monthly City Manager's Report for September 2022

Date: September 1 to September 30, 2022
To: Peter Williams, City Manager
From: Duane Wright, Finance Director
Subject: Management Report, September - 2022

The **Finance Department's Monthly City Manager Report** details the progress, challenges, and activities of the Finance Department for the month of September 2022.

Current Activities within the Finance Department

- The Finance Department continues work on activities related to completion of the external (BDO) annual audit for FY-21. Discussed audit progress with BDO account partner. He says the audit firm is having difficulty with obtaining staff to complete the audit. They are experiencing significant staffing across the US accounting profession. They are now estimating completing the audit by October 15, 2022.
- BDO is currently unable to commit to a start date for the FY-22 audit. They have advising us to seek another auditing company for completion of the June 30, 2022 audit. They are no longer committing to completion of the FY-22 audit.
- The city has issued a RFP for audit services for the fiscal year ending June 30, 2022. Since our current auditors (BDO) are unable to commit to completion of our current year audit, we are forced to seek another audit firm to complete our annual certified audit.
- The Finance Department continues to manage an investment of over \$11 million dollars in interest bearing obligations which will yield over 3% (\$330,000) in annual earnings. Historically we have not earned anything on idle funds hold by the city.
- As part of the audit process for FY-21 the Finance Department is investigating the funding and disbursement of moneys from the "Cares-Act" funding during 2020. There was a separate account established at FNB Alaska and none of the transactions recorded there were incorporated in the Caselle accounting system used by the city. This element of the FY-21 audit remains in-process of examination by BDO.

- The Finance Department is working processes to establish a month end close process. The books have not been closed since June 2019.
- The Finance Director is looking at the Community Action Grant processes and evaluating how effective internal controls are working in this program. There are several areas in need of correcting and enhancing to make the CAG process more accountable and compliant with good internal controls.
- The Finance Director is working to improve the overall granting processes. The grants manager has been asked to work more closely with the finance department to enhance the quality, consistency and accountability of the grant compliance processes.
- The Finance Department is looking to outsourcing the monthly utility billing process. We have identified an outside organization to preform this function. We have had our first meeting on the project and determined there are some technical issues to be corrected. We will look to move the process just as soon as we can complete a transition plan.
- The Finance Department continues to work on improved payroll processes to enhance the over-all accuracy and integrity of payroll processing, HR compliance, Sales Tax collection and payment processing are also under continuous enhancement.
- The Finance Department remains understaffed. We are currently missing one and a half staff members. Both open slots are Accounting Assistant I positions. Our advertising has not yet yielded candidates for consideration. We are working with HR Manager to find replacements.
- The Finance Director continues to work on sales tax compliance processes (audits, letters of delinquent filing, letters to businesses need to establish business license, etc.). As of the end of the month we have 10 audit current underway. Since June, we have completed 29 audits. The audit process continues to encounter significant resistance to completing audits, to paying amounts due and cooperation from the business community.
- The Finance Director has identified a “gap” in business license compliance. The finance department has implemented a process to identify those businesses operating in city without a license. We are notifying the “non-compliant” businesses to bring them into compliance. To date we have set out over 169 letters to these businesses who don’t have a city business license. We continue to pursue compliance in this area.
- The Finance Director has initiated a review of the current P-Card procurement processes. This is an area of ‘weak’ internal control. We are looking to implement an enhanced PURCHASING process. Using Purchase Orders (PO) to better control purchasing and accounting processes. This process continues to improve.
- The Finance team continues to work on team building and learning activities.

- Finance Department is implementing an ACH process for accounts payable processing. This will enhance and streamline payment processing to accounts payable vendors.

Staffing/Recruitment

The finance department has been successful this month in hiring a person to fill one of our open “Accounting Specialist I” positions. Starla Solem started this month and we pleased she agreed to join our team! We still have one and half additional positions open for an “Accounting Specialist I”. We continue to seek to fill these vacant positions.

Training

The Finance Department is working on a goal of cross-training for all team members. We are also committed to continuous training for all team members.

Group Training Sessions:

The finance department has initiated regular weekly team training sessions. These sessions occur on Friday mornings and cover information relevant to the operation of the finance department.

Independent Training(s):

The Deputy Director is continuing his CPA preparation/training.

Select Tasks & Statuses by Sub-Department

Utility Billing

Tasks	Frequency	Status
Collections	Monthly	Current. This month we were very aggressive in contacting and issuing payment plans for delinquent account holders.
ORS'	Daily	Current.

Payroll/AP

Tasks	Frequency	Status
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Personnel Action Requests (PARs)	As Needed	Current.
Deferred Compensation	Bi-weekly	Current.
Payroll	Bi-weekly	Current.
Accounts Payable	Weekly	Current.

Sales Tax

Tasks	Frequency	Status
Applying Business License Payments	Daily	Current.
Mailing Delinquency Notices	Monthly	Current.
Constructing Aging Reports	Monthly	Current.
Applying Business License Renewals	As needed	Current.
Drafting Payment Plans	As needed	Current.
Applying Payments	Daily	Current.
Reviewing & Processing Exemption Cards	As needed	Current.

General Ledger

Tasks	Frequency	Status
Journal Entries	Monthly Recurring	Current (April)
Budget Amendments (from budget ordinances)	As needed	Current (April)
Cash Reconciliations	Monthly	Current (April)
Investment Reconciliations	Monthly	Current
Create Allocations & Run Checkout	Monthly	Current
DOJ Grants	Quarterly	Current

Internal Improvements

The following are a list of internal tasks, actions, projects, or changes that we have made within the Finance Department for the purpose of improving operations:

- Identifying “seller” businesses not in compliance with sales tax reporting and conducting examinations.

- Improving enforcement of fees, interest and penalties on sellers who have a sales tax certificate and who fail to file and pay on time. This area needs more focus.
- Enhanced payroll processing steps to include a detailed second review and approval step for payroll completion. We have enhanced payroll processing steps to include a process of checks and balances to improve quality.
- Establish a vendor ACH payment process.
- Complete accounting month-end closure processes and procedures.

Small & Big Wins

- The finance department continues the process of sale tax audits. Including the development of the policies and procedures to support process.
- The finance department has established an investment process to earn a 3% earnings rate on \$11 million dollars.
- Finance department continues to support the FY-21 Audit process. Audit still underway.
- Finance Director has established enhanced purchasing processes – increased use of purchase orders.
- Finance department is enhancing internal controls in CAG process.
- Finance director enhancing internal audit steps on the accounts payable processes.

Challenges

- The Finance Department must continue training so that we can enhance our collective level of proficiency.
- The Chart of Accounts update has affected our ability to complete quarterly reports for some grants and will continue to limit our ability to do detailed account analysis.
- We are still working on a discovery and correct process to insure errors and omissions left by former personal.

Goals for the Future

- Utilizing data analytics to identify challenges and opportunities that can spur economic development.
- Reconciling all accounts and their correct distributions, particularly the Seawall Maintenance Fund.

- Conduct regular accounting month-end closings on a schedule.
- Payroll group within the finance department need to complete the integration of the new “Collective Bargaining Agreement” (CBA) terms and conditions into the city payroll processes.
As of the end of September, the finance department has not been provided with a copy of the final signed agreement.
- Development of enhanced internal control processes.
- Increased training events for small business owners with guidance on how to file their sales tax returns.



Celebrating 50 Years of Service

**CITY OF BETHEL
Fire Department**

Daron R. Solesbee, Fire Chief

P.O. Box 3231, Bethel, Alaska 99559

Phone: (907)-543-2131

Fax: (907)-543-2702

dsolesbee@cityofbethel.net

DATE: October 3, 2022

TO: Peter Williams, City Manager

FROM: Daron Solesbee, Fire Chief

SUBJECT: Management Report, September 2022

Current Events

- The department is continually recruiting for new volunteer responders and administrative support. If anyone is interested, please fill out a BFD Volunteer Application Packet today!
- The department will be conducting CPR classes and an EMT-1 (2019 Update) course this fall. If interested in attending this training to become a Volunteer EMT, please call the fire station.
- The department will be conducting a Firefighter-1 course in Spring 2023. If interested in attending this training to become a Volunteer Firefighter, please call the fire station.
- The department is entered into a memorandum of agreement with the Yukon-Kuskokwim Health Corporation to provide EMS transports of intoxicated persons (non-medical) to the YKHC Sobering Center. This will free up valuable resources for the YKDRH Emergency Department.

Community Planning/Preparedness/Prevention

- The department is preparing for the upcoming Alaska Fire Prevention Month that will start in October. There will be in-person fire safety classes and tours at the fire station. Staff and volunteers are looking forward to seeing students this year!
- The department has assisted several homeowners with the installation, testing, and provided free batteries for smoke and carbon monoxide alarms.

- The department received partial funding for a new fire training facility from the City of Bethel Capital Budget and will seek the remaining funds from grants and donations. This facility will be constructed by Draeger and will feature live-burn chambers, forcible entry doors/windows, reconfigurable walls for victim searches, vertical ventilation props, fire department connection, standpipes, stairs, and rope rescue anchors for technical rescues. The department's 1972 Crown Firecoach, "Engine 2", and 1986 Braun Type-3 Ambulance, "Medic 3", were hauled to the City Landfill for disposal, pursuant to provisions within the Bethel Municipal Code. This was to make room for the planned construction of the department's new fire training facility.

Training

- Staff are completing online training to become certified as State of Alaska Fire Investigator Technicians (AKFIT).
- New staff and volunteers are receiving continuous Driver/Operator training on the handling characteristics, operation of specialty equipment, care, maintenance, and safety of the department's ambulances and fire apparatus.
- Staff have completed several online training modules covering various topics of firefighting, emergency medical, fire inspection, and fire prevention.
- On 09/07/2022 at 12:00 p.m. a BVESA Board Meeting was held at the fire station. Board members discussed the volunteer association's finances, current projects, and donation requests.
- On 09/08/2022 at 7:00 p.m. a Fire Meeting was held at the fire station. Responders conducted training on Basic Fire/Rescue Boat Operations, nautical operations, and maintenance. During the training, responders operated the boat for area familiarization.
- On 09/09/2022 at 11:00 a.m. a Staff Meeting was held at the fire station. Staff discussed current events, training, and staff projects.

Responses

- Between 09/01/2022 and 09/30/2022, the Bethel Fire Department responded to 114 EMS and 21 Fire incidents.
- On 09/09/2022 at 11:21 p.m. firefighters responded to
- On 09/12/2022 at 4:39 p.m. firefighters and medics responded to the report of a vehicle off the roadway. No injuries were reported.

- On 09/22/2022 at 1:12 p.m. medics responded to the report of person who was deceased. Medics arrived and confirmed death. The scene was released to the Bethel Police Department for an investigation.

Budget/Financial

- The department is operating within its FY23 budget.
- The department purchased a new Class-A Pumper Tender Apparatus (Fire Engine) from Pierce Manufacturing, Inc. under a cooperative bid purchasing contract from Sourcewell-MN and by utilizing a portion of the Fire Department's Fleet Replacement Fund. This pumper will replace the 1986 Grumman-Spartan Super Pumper-Tanker, Engine 3. Due to production delays, this apparatus is anticipated to be shipped to Bethel on the first barge of 2023.

Grants

- The department will continue to seek grant funding for fire and EMS equipment, additional staffing, replacement fire apparatus and ambulances, and other equipment.
- The department received the 2021 State of Alaska Homeland Security SHSP grant award for the purchase of new portable and mobile radios to replace obsolete equipment. This equipment was purchased from Motorola Solutions, Inc. through Sourcewell Contract #042021-MOT.
- The department and City Grant Manager prepared an application for the 2022 State of Alaska Homeland Security SHSP Grant for security fencing, cameras, and lighting for the planned fire training tower which will be located adjacent to the fire station.
- The department is researching grants and potential local funding donations to assist in raising the remaining funds for the proposed fire training tower facility.

Property Maintenance

- It was discovered that the fire station needs foundation leveling, especially under the hose tower. The hose tower was leveled several years ago and now the floor is separating from the wall. This has the potential to cause significant water damage. The water/sewer utility connection's insulated box is currently separating from the exterior wall, which could cause freeze-ups. Additionally, the thermo-siphons that keep the ground frozen around the fire station's wood foundation piles need to be serviced and/or replaced. The installation of additional thermosyphons was recommended. Arctic Foundations, Inc. conducted their inspection of the thermosyphons and have issued a report. These issues were discussed with the City of Bethel's contracted engineering

firm, DOWL, to formulate a strategy and request for proposals to repair the foundation and structural issues.

- The department submitted a work order to Property Maintenance for the replacement of the fire station's damaged rain gutter system. Water runoff should be directed as far from the building as possible to prevent further water accumulation under the fire station.
- A geotechnical foundation study was performed for the fire station and administration is developing a plan to improve the fire station foundation.
- The fire station's retaining walls are bulging towards the building and causing damage to the aluminum siding. This indicates possible catastrophic failure in the future, which could damage the fire station's foundation. This work should be completed as soon as possible.

Staffing/Recruitment

- The department is recruiting for two Firefighter/EMT (PS2A, \$52,373/yr + DOE) positions.
- The department is recruiting for a Fire Lieutenant (PS4A, \$67,336/yr + DOE) position.
- The department hired a full-time Administrative Assistant in September.
- The Fire Lieutenant position has been advertised nationwide.
- The department has continually recruiting for volunteer members to serve as firefighters, ETT/EMT's, and support personnel. Become a volunteer today!

Vehicles & Equipment

- We have received the parts for the Class-A Foam system for Engine-4. Staff determined that a 1" valve was required, upon finding the 3/4" valve shipped was too small for the current foam system plumbing. This project was put on hold to allow for the receipt of Engine-5 in May/June 2023 to allow this apparatus to be taken out of service for modifications.
- The department's 2021 Ford Expedition, "Command 1", has an open recall for possible under-hood fires, even when the engine is off. The vehicle is currently parked away from the fire station with its battery disconnected. V&E will receive parts next month.

FIRE DEPARTMENT VEHICLE STATUS			
Vehicle	Type	Year	Status
Medic 4	Ambulance	1999	(Reserve Ambulance) In service. Needs replacement.
Medic 5	Ambulance	2019	(Frontline Ambulance) In service.
Medic 6	Ambulance	2017	(Second-Out Ambulance) In service. Back-Up camera is not functioning (wiring/connection issue). Rear heat in patient compartment is intermittent. Paint defects. Staff is requesting a technician from Braun Northwest to troubleshoot and repair these issues.
Medic 7	Ambulance		In planning stage. Due to chassis production delays, there will be production delays.
Engine 5	Pumper	2022	Purchasing contract executed on 08/02/2021 with Hughes Fire Equipment, Inc. (Pierce Mfg, Inc.). This vehicle was PAID IN FULL on 10/04/2021. The apparatus will arrive in Bethel in May/June 2023.
Engine 4	Pumper	2013	(Frontline Pumper) In service. Generator reoccurring fuel delivery problem. Pump packing rings need to be tightened and/or replaced. Tank-to-Pump valve has a leak and is being repaired.
Engine 3	Pumper	1986	(Poor overall condition; needs replacement). Pump packing rings need to be tightened and/or replaced (unable to pass pump certification testing).
Truck 1	Ladder Truck	2017	In service.
Com 1	SUV	2021	Out of Service (temporarily). Open Ford recall.
Com 2	Pickup	2014	In service.
Com 3	Pickup	2004	In service. Fair condition.
Honda 1	ATV	2004	In service.
Honda 2	ATV	2004	In service.
Fire Boat	Boat	2004	The boat has been tuned up and is parked at the Small Boat Harbor when the Public Safety Float is installed by Port of Bethel personnel. Needs new outboard motor (obsolete/frequent breakdowns). The fabric rear cabin door and plastic windows were recently replaced.

Account Number	Account Title	2022-23 Current year Budget	09/2022 Current year Actual	09/2022 Current year Encumbrance	Balance Remaining	%
GENERAL FUND						
FIRE DEPARTMENT						
100-60-6000	SALARIES	823,062.00	172,016.37	.00	651,045.63	20.90
100-60-6010	FLSA OVERTIME	70,000.00	34,392.07	.00	35,607.93	49.13
100-60-6011	CALL BACK OVERTIME	50,000.00	10,174.42	.00	39,825.58	20.35
100-60-6022	HOLIDAY PAY	.00	8,009.97	.00	8,009.97	.00
100-60-6023	LEAVE CASHOUT	46,971.00	.00	.00	46,971.00	.00
100-60-6030	SOCIAL SECURITY EXPENSE	2,500.00	854.27	.00	1,645.73	34.17
100-60-6031	PAYABLE MEDICARE FICA	11,454.00	3,348.42	.00	8,105.58	29.23
100-60-6032	UNEMPLOYMENT	17,143.00	.00	.00	17,143.00	.00
100-60-6033	WORKERS' COMPENSATION	3,482.00	4,485.54	.00	1,003.54	128.8
100-60-6034	PERS	211,873.00	46,358.14	.00	165,514.86	21.88
100-60-6040	EMPLOYEE GROUP BENEFITS	330,564.00	39,935.36	.00	290,628.64	12.08
100-60-6041	UTILITY BENEFIT	59,280.00	4,473.17	.00	54,806.83	7.55%
100-60-6061	TRAVEL/TRAINING	31,600.00	2,204.70	.00	29,395.30	6.98%
100-60-6100	SUPPLIES	25,200.00	3,026.32	.00	22,173.68	12.01
100-60-6103	WEARING APPAREL	13,214.00	834.20	.00	12,379.80	6.31%
100-60-6150	GASOLINE/DIESEL/OIL	13,500.00	3,374.03	.00	10,125.97	24.99
100-60-6153	HEATING FUEL	20,000.00	2,956.26	.00	17,043.74	14.78
100-60-6155	WATER/SEWER/GARBAGE	4,459.00	.00	.00	4,459.00	.00
100-60-6160	ELECTRICITY	18,205.00	2,657.16	.00	15,547.84	14.60
100-60-6170	TELEPHONE	2,500.00	871.91	.00	1,628.09	34.88
100-60-6171	STAFF CELLULAR PHONES	5,000.00	661.05	.00	4,338.95	13.22
100-60-6200	MINOR EQUIPMENT	21,000.00	6,404.16	.00	14,595.84	30.50
100-60-6230	VEHICLE MAINT/REPAIR	18,000.00	1,359.47	.00	16,640.53	7.55%
100-60-6231	VEHICLE PARTS & TOOLS	48,000.00	1,757.06	.00	46,242.94	3.66%
100-60-6240	PROPERTY MAINT	33,000.00	57.96	.00	32,942.04	0.18%
100-60-6335	OTHER PURCHASED SERVICES	34,100.00	3,156.93	.00	30,943.07	9.26%
100-60-6400	INSURANCE	76,777.00	16,986.24	.00	59,790.76	22.12
100-60-6502	ADVERTISING	1,800.00	575.00	.00	1,225.00	31.94
100-60-6503	DUES & SUBSCRIPTIONS	9,500.00	3,635.53	.00	5,864.47	38.27
100-60-6534	COLLECTION/SMALL CLAIMS	31,200.00	.00	.00	31,200.00	.00
100-60-6537	FIRE PREVENTION PROGRAM	5,200.00	.00	.00	5,200.00	.00
100-60-6539	MISCELLANEOUS EXPENSES	1,500.00	.00	.00	1,500.00	.00
100-60-6711	ADMIN OVERHEAD-IT SVCS	33,260.00	4,191.85	.00	29,068.15	12.60
100-60-6890	CAPITAL EXPENDITURES	449,815.00	.00	.00	449,815.00	.00
100-60-9649	VOLUNTEER STIPEND	20,000.00	160.00	.00	20,160.00	-0.80
100-60-9697	Ford Expedition Command Vehic	7,974.00	.00	.00	7,974.00	.00
Total FIRE DEPARTMENT:		2,551,133.00	378,597.56	.00	2,172,535.44	14.84
Grand Totals:		2,551,133.00	378,597.56	.00	2,172,535.44	14.84

Search Parameters

Data Types: Emergency Medical Services

Source Versions: NEMSIS v2.2.1; NEMSIS v3.3.4; NEMSIS v3.4.0; NEMSIS v3.5.0

Agencies: Bethel Fire Department

Date Range: Previous Month (09/01/2022 to 09/30/2022)

Date Bin: Day

States: Alaska

Counties: Bethel Census Area

Syndromes:
Matches **ANY** of the following: Alcohol, COVID-19, Cardiac Arrest, Child Abuse and Neglect, Constitutional, Drowning, Fall: From Height, Fall: Ground Level, Firearm Assault, Firearm Injury, Firearm Injury - Intentional, Firearm Injury - Unintentional, Gastrointestinal, Heat-related Illness, Heroin (RI ESOOS), Heroin (VA), Influenza-like Illness, Intimate Partner Violence, MIS-C, MVC Fatal, MVC Likely Fatal, MVC Non-Severe, MVC Severe, MVC Unknown Severity, Mental Health, Methamphetamine, Monkeypox, Non-Opioid Overdose (VA), Nonfatal Opioid Overdose (CSTE), Opioid (FL ESOOS), Opioid (MI), Opioid (MT), Opioid (RI ESOOS), Opioid (VA), Overdose (FL ESOOS), Overdose (ODMAP), Overdose (RI ESOOS), Respiratory, STEMI, Self-Harm, Sepsis, Sexual Violence, Stroke, Suicide Attempt, Suicide Ideation

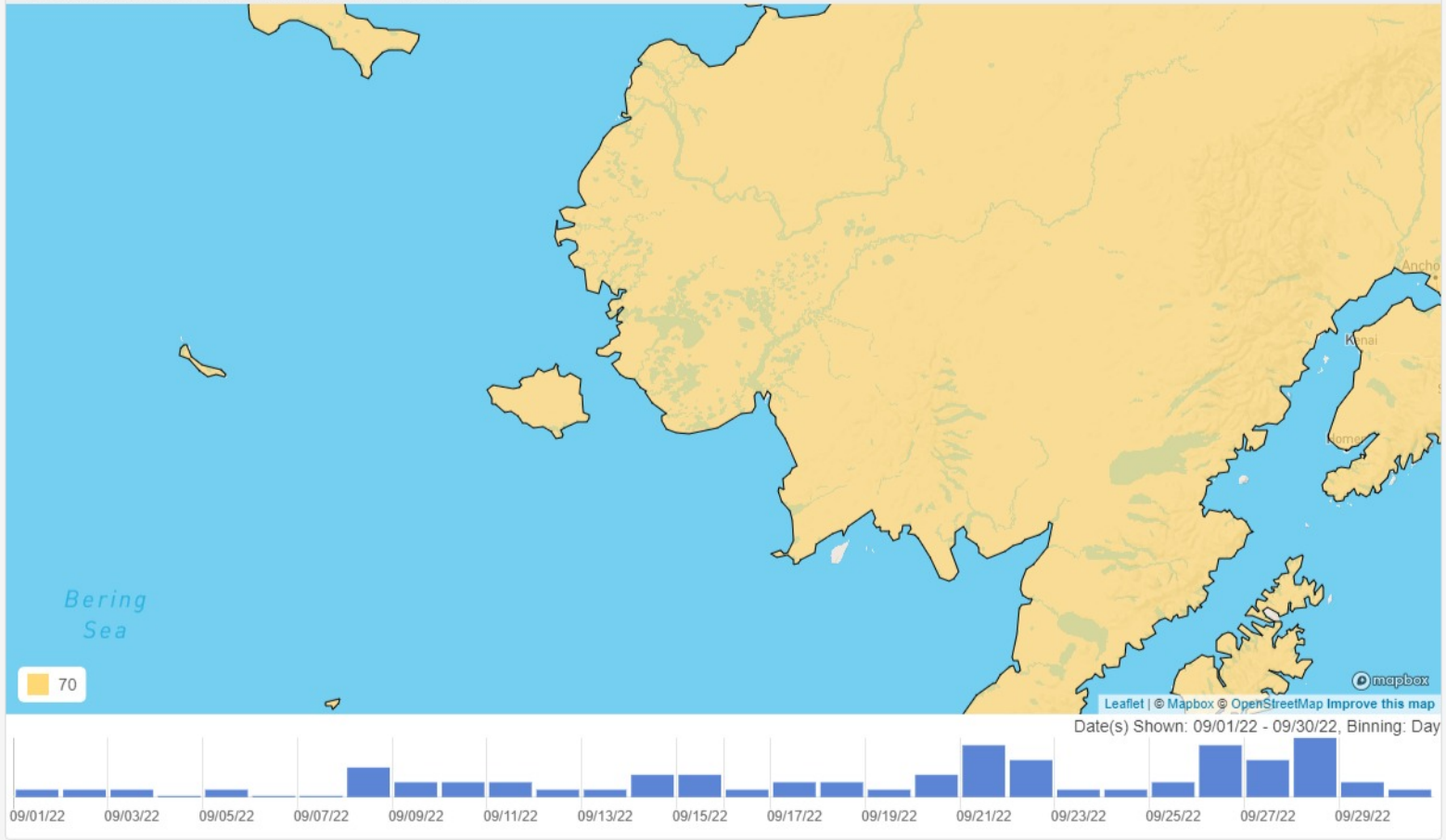
biospatial Symptoms (match at least 1):
Abdominal pain, Abuse or Neglect, Agitation, Alcohol, Altered consciousness, Anorexia, Anosmia, Apnea, Assault, Benzodiazepine, Blisters, Blurred vision, Body aches, Bronchiolitis, Bronchitis, Chills, Cocaine, Conjunctivitis, COPD, Cough, COVID-19, Crack, Dehydration, Diaphoresis, Diarrhea, Domestic Violence, Drooling, Drug, Drunk, Dyspnea, Earache, Epiglottitis, Fentanyl, Eye pain, Faintness, Fever, Food poisoning, Gastroenteritis, Gastrointestinal, Generalized weakness, Heat-related Illness, Hemoptysis, Hoarseness, Hypertension, Hypoxia, Influenza, Injure, Intentional, Intoxication, Irritable, Lacrimation, Lethargy, Local paralysis, Lower respiratory infection, LSD, Lymphadenopathy, Malaise, Marijuana, MDMA, Melena, Methadone, Methamphetamine, Miosis, Monkeypox, Narcan, Nausea, Opioid treatment, Oral mucosal changes, Overdose, Oxycodone, Painkiller, Pale, PCP, Pinpoint, Pleural effusion, Pleuritic pain, Pneumonia, Poison, Pregnant, Psilocybin, Psych, Psychiatric, Pulmonary edema, Rash, Respiratory distress, Rhinitis, Seizure, Sinusitis, Slur, Sore throat, Stridor, Suboxone, Suicide, Suicide attempt, Suicide ideation, Tachypnea, Travel/Contact - Asia, Travel/Contact - China, Travel/Contact - Europe, Travel/Contact - Iran, Travel/Contact - Italy, Twitching, Unconscious, Unresponsive, Upper respiratory congestion, Upper respiratory infection, Violence, Viral symptoms, Vomiting, Wheezing

Types of Service Requested: 911 Response (Scene); Intercept; Interfacility Transport; Medical Transport; Mutual Aid; Public Assistance/Other Not Listed; Standby

Minimum Alert Threshold:  Moderate

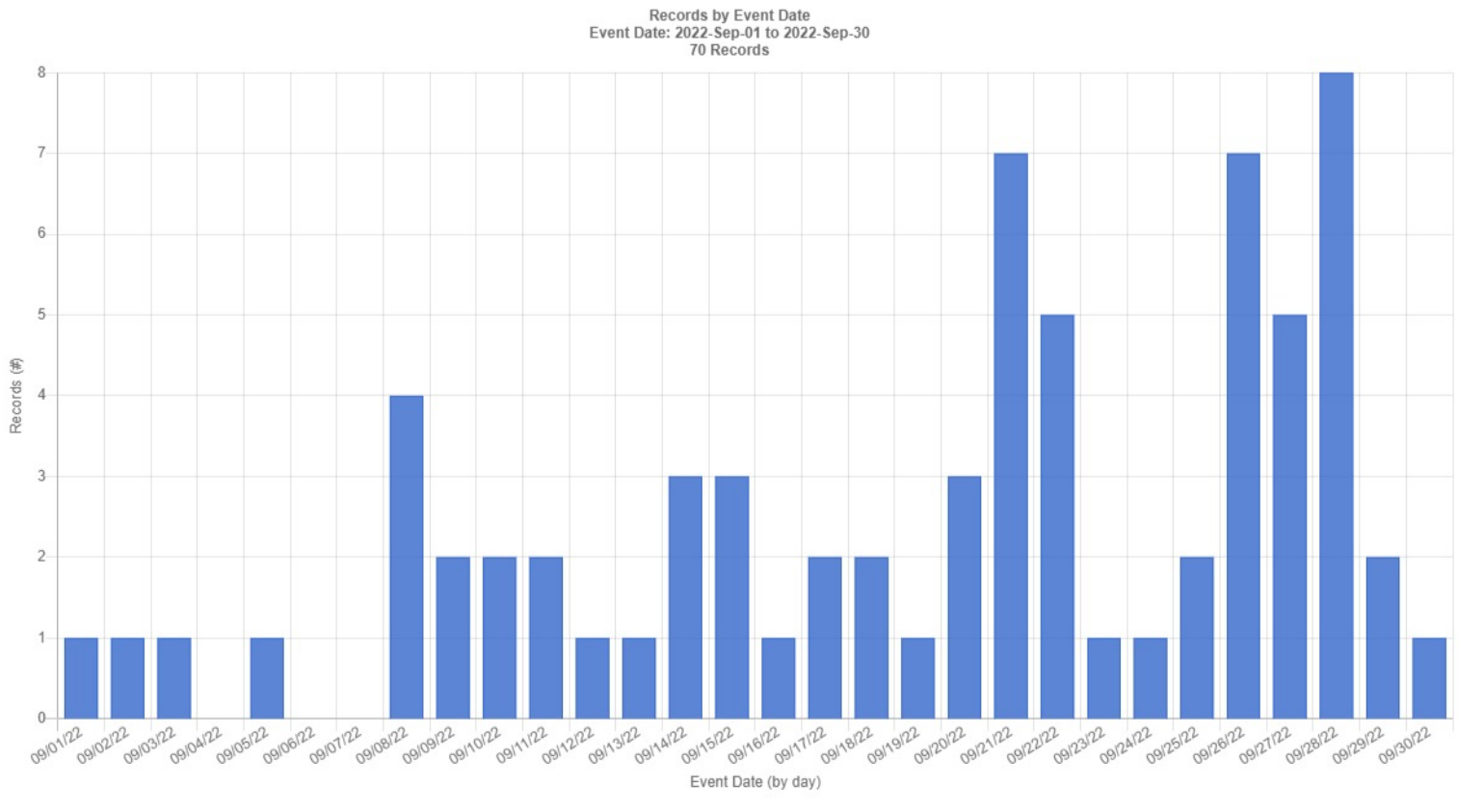
Map

 Data filtered based on **Access Levels:** Event = Location.



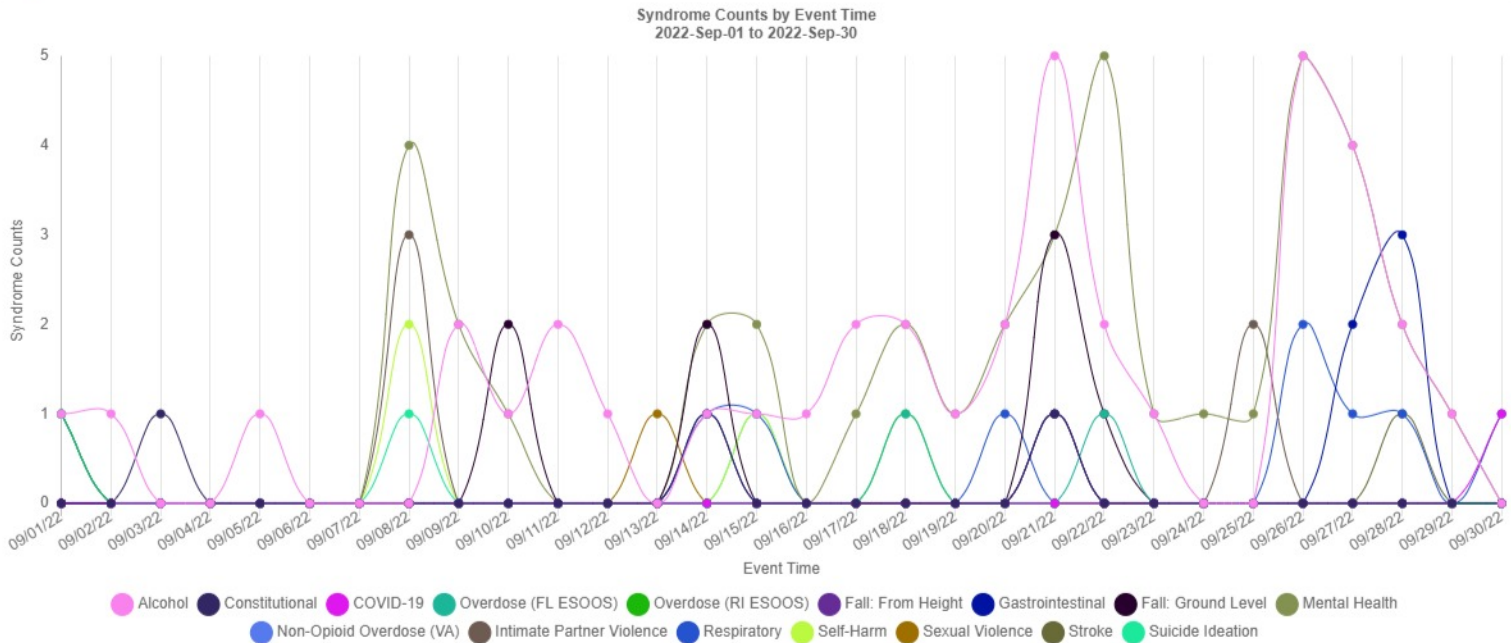
Data Explorer: Records by Event Date

▼ Data filtered based on Access Levels: Event = Location. Operational = Full.



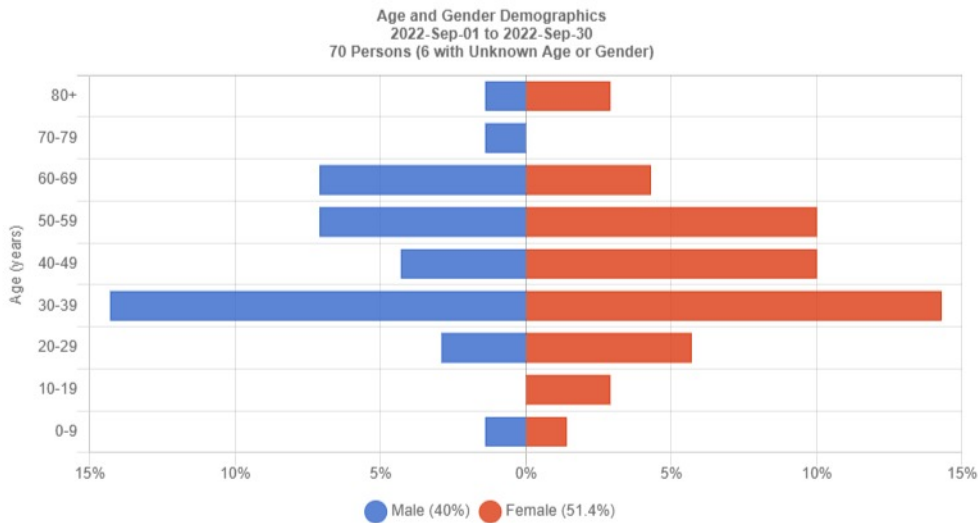
Syndrome Counts by Time

 Data filtered based on **Access Levels:** Event = Location.



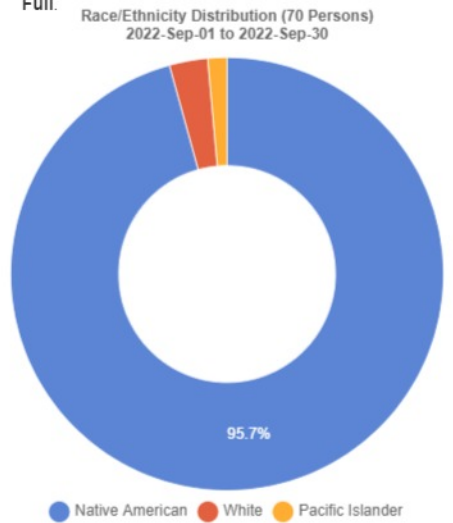
Age and Gender Distribution

 Data filtered based on **Access Levels:** Event = Location.



Race/Ethnicity

 Data filtered based on **Access Levels:** Event = Full.



Bethel Fire Department

Bethel, AK

This report was generated on 10/3/2022 3:05:12 PM



Incident Type per Zone for Incident Status for Date Range

Incident Status(s): All Incident Statuses | Start Date: 09/01/2022 | End Date: 09/30/2022

INCIDENT TYPE	INCIDENT STATUS	# INCIDENTS
Zone: 10 - Airport		
735 - Alarm system sounded due to malfunction	Completed	1
Zone: 13 - Larson Subdivision and B.I.A.		
631 - Authorized controlled burning	Completed	1
Zone: 2 - East Ave., Hanger Lake Road, Osier Street		
331 - Lock-in (if lock out , use 511)	Completed	1
511 - Lock-out	Reviewed	1
Zone: 3 - 3rd Ave, 4th Ave, 5th Ave, 6th Ave, and 7th Ave		
111 - Building fire	Reviewed	1
111 - Building fire	Completed	1
511 - Lock-out	Completed	3
Zone: 5 - City Subdivision		
511 - Lock-out	Completed	1
700 - False alarm or false call, other	Completed	1
735 - Alarm system sounded due to malfunction	Reviewed	2
Zone: 6 - ASHA Housing (Bethel Heights)		
611 - Dispatched & cancelled en route	Reviewed	1
651 - Smoke scare, odor of smoke	Completed	1
743 - Smoke detector activation, no fire - unintentional	Completed	1
745 - Alarm system activation, no fire - unintentional	Completed	1
Zone: 7 - Airport Road to Blueberry Subdivision		
511 - Lock-out	Completed	1
Zone: 8 - Hoffman Subdivision		
463 - Vehicle accident, general cleanup	Completed	1
511 - Lock-out	Completed	2

This report gives a count of each incident type for the Incident Status or Statuses selected.



emergencyreporting.com

Doc Id: 384

Page # 1 of 1

Schedule, Events and Programs

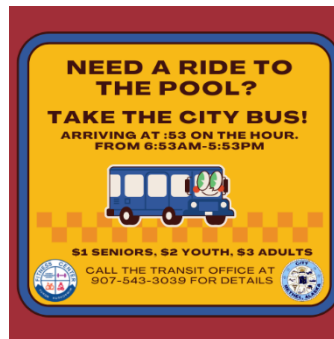
Visit ykfitness.org for the most up to date schedules and information.

Summer has seen a boost in activity at the Fitness Center. Starting the week of June 27th we removed all remaining COVID-19 restrictions as have seen an increase in visits to the facility. We continue to monitor Community Risk levels and will re-introduce mitigation strategies if health officials recommend doing so.

Staffing for July was very challenging with many of our students out and few new staff applications received. We are actively hiring for Programming Staff to help finish out the summer and Lifeguards to help us throughout the year and are looking for an Aquatic Supervisor to help increase our ability to offer aquatic programs and services. We are offering Lifeguard Training in August.



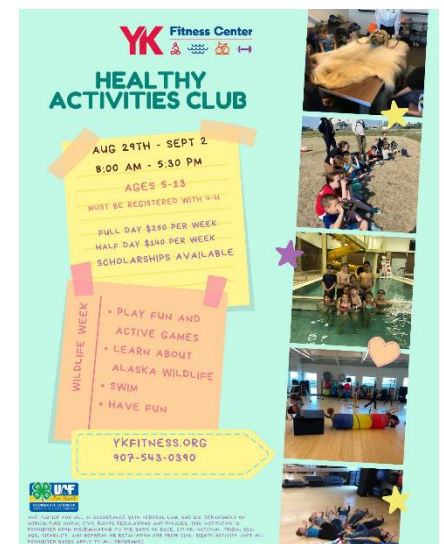
In July we offered Swim Lessons and will offer Lifeguard Training in August. We also worked with community members to host Family Field Nights at Big Dipper Field.



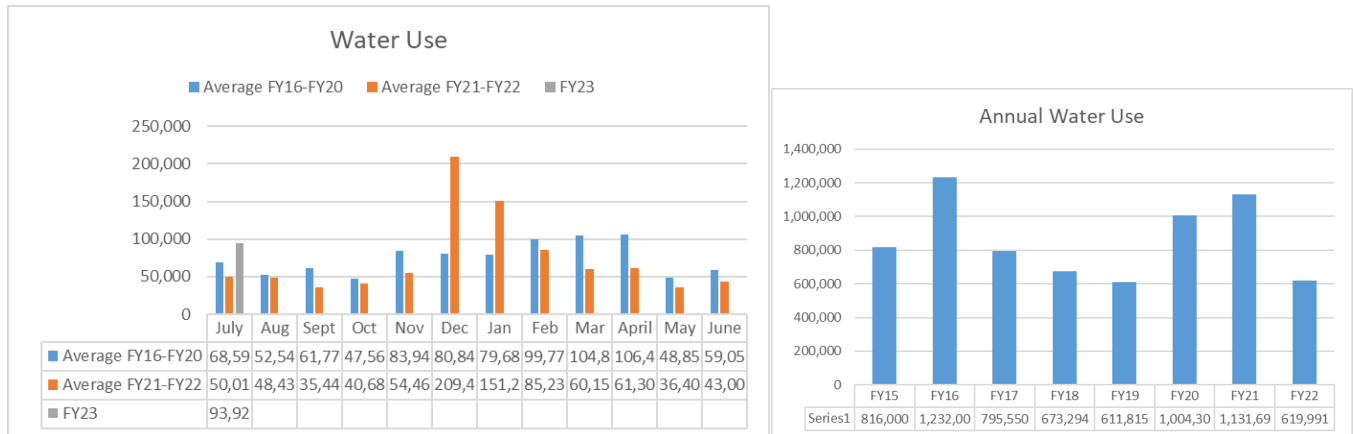
At the end of July the City bus added the fitness center to their route and we added the City bus to our marketing materials.

Our Healthy Activities Club Continued through July and into August with an additional week offered during the school break week at the end of August.

GROUP SWIM LESSONS Summer 2022				
Classes meet July 9th - August 6th				
AGE*	CLASS	Day/Time**	Notes/Requirements	Fee/In Fee
4-5 years	Pre-swim 1	Wednesdays at 5:30pm with Eke	Swimmers not fully toilet trained must wear swim diaper with a tight fitting cover over the diaper.	\$10
	Pre-swim 2	Saturdays at 10:30am with Eke	Swimmers entering this class must be at least 4 years old on the first day of class. Should be willing to put their face in the water, fully submerge their head, and be willing to float on their back with arms in the water with minimal assistance.	
6-8 years	Level 1	Saturdays at 10:30am with Eke	Swimmers entering this class must be at least 6 years old on the first day of class. No previous swimming needed. Swimmers should be able to float with minimal assistance on front with face in the water and on back with arms in the water.	\$10
	Level 2	Saturdays at 10:30am with Eke	Swimmers entering this class should be comfortable participating face in the water and fully submerging underwater without assistance. Swimmers should be able to float with minimal assistance on front with face in the water and on back with arms in the water.	
	Level 3	Wednesdays at 5:30pm with Eke	Swimmers entering this class should be comfortable under the water, be able to float on front and back without support for 30 seconds, be able to swim 50 yards on front and on back and be ready to begin attempting skills in deep water. Swimmers entering this class must be at least 6 years old on the first day of class.	
	Level 4	Wednesdays at 4:45pm with Eke	Swimmers entering this class should be able to swim 100 yards each of Front Crawl with side breathing, Backstroke, Elementary Backstroke, and 50 yards of Breaststroke or Sidekick. They should be comfortable in deep water and able to float or tread in water.	
12+	Swim Club	Monday & Wednesday 7:30am-8:30am with Eke	This class offers swimmers familiar with the competitive swim strokes and interested in learning about competitive swimming. Swimmers entering this class should be able to complete at least 25 yards of Freestyle, Backstroke, and either Breaststroke or Sidekick without stopping. They should be comfortable in deep water.	\$30
12+	Introduction to Aquapark	Tuesdays at 7:00pm with Eke	Swimmers entering this class should be able to swim 100 yards each of Front Crawl with side breathing, Backstroke, Elementary Backstroke, and 50 yards of Breaststroke or Sidekick. They should be comfortable in deep water and able to float or tread in water.	\$10
12+	Adult Beginner	Saturdays at 10:30am with Eke	Swimmers entering this class should be familiar with the basic swim strokes and ready to develop/progress swim techniques and endurance. Instructor will work with students to develop and progress stroke techniques and water safety skills.	\$20
12+	Adult Intermediate	Saturdays at 12:30pm with Eke	Swimmers entering this class should be familiar with the basic swim strokes and ready to develop/progress swim techniques and endurance. Instructor will work with students to develop and progress stroke techniques and water safety skills.	\$20
12+	Lifeguard Training	August 1st 10am-6pm	Swimmers entering this class must be at least 18 years old, be able to swim 500 yards nonstop, tread water for 15 minutes with arms up, and complete a swim test. To view a list of the skills test visit https://ykfitness.org/certifications	\$0



Water Use

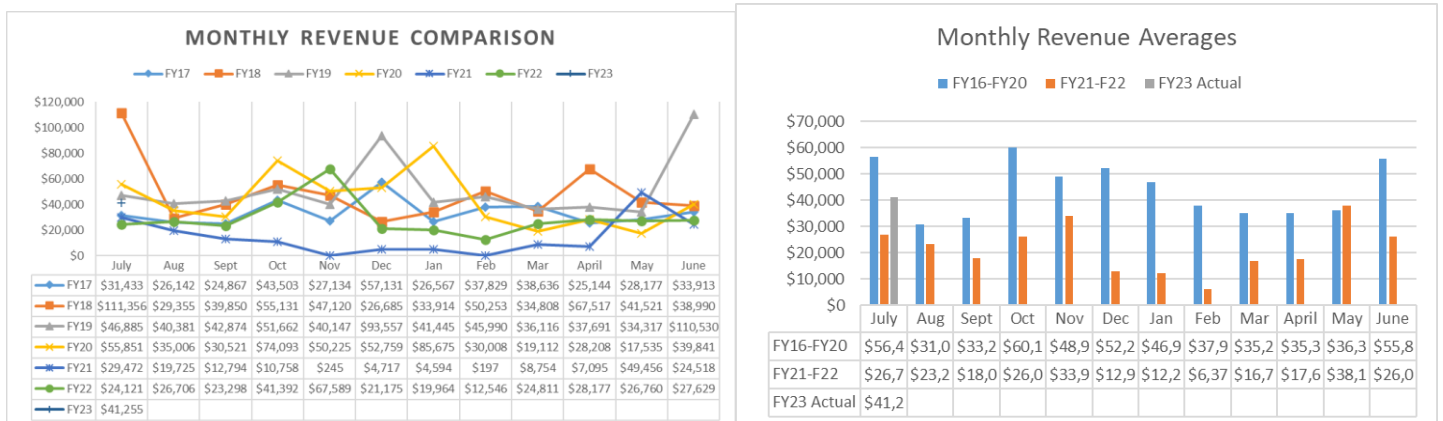


*Note: Facility opened in November of 2014 (FY15). Starting during maintenance closure in Dec 2019/Jan 2020 hot water has been used to keep pipes from freezing resulting in higher-than-normal usage. Water was turned off in late March 2020 once outside temps were consistently above freezing temperatures. Problems again arose in Dec 2020 and water was used to assure there were no freeze ups of facility piping through early March 2021.

Revenue

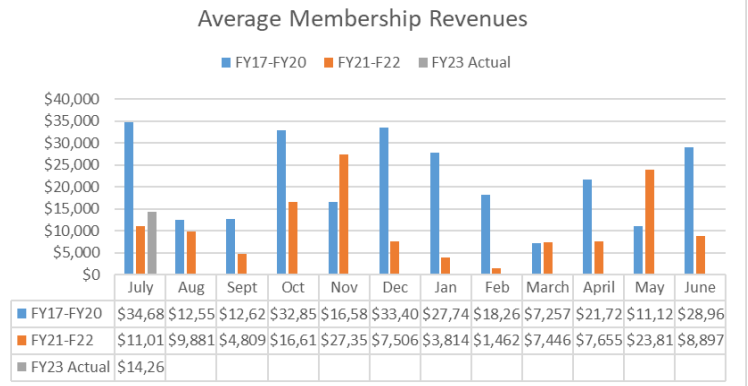
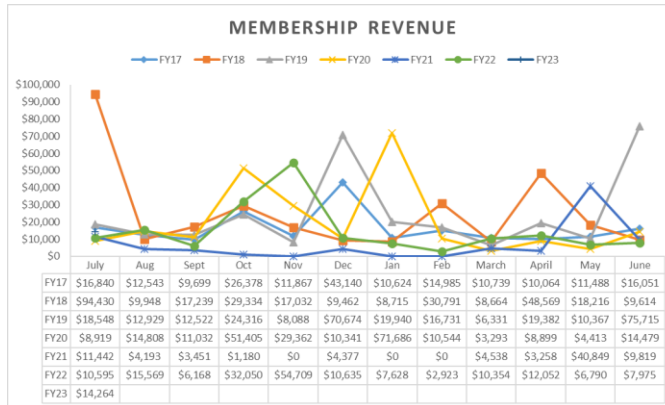
Code	Facility Revenue	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Total	FY22 Budgeted	%attained
43-9421	Memberships	\$14,264												\$14,264	\$260,000	5%
43-4360	Pro Shop	\$4,621												\$4,621	\$40,000	12%
43-4361	Concessions	\$5,143												\$5,143	\$60,000	9%
43-4369	Entry Fees	\$9,545												\$9,545	\$100,000	10%
43-4440	Facility Rental	\$595												\$595	\$25,500	2%
43-4364	Program Fees	\$4,051												\$4,051	\$50,000	8%
Misc (Grants, Donations, Etc.)		\$3,037												\$3,037	\$5,000	61%
Facility Revenue Total		\$41,255	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,255	\$540,500	8%

During July we continued to lift COVID-19 restrictions and saw a return to the facility of more community members. We achieved approximately 73% of pre-COVID-19 average revenue in July.

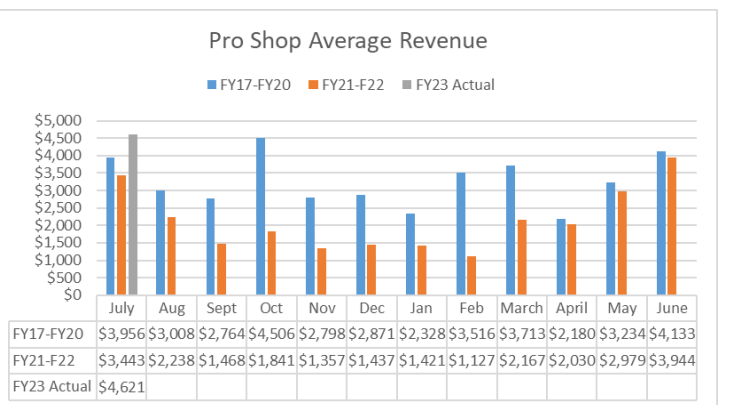
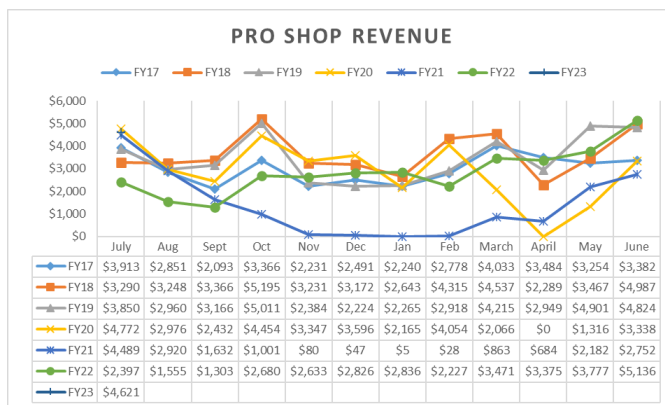


Revenue Comparisons by line Item:

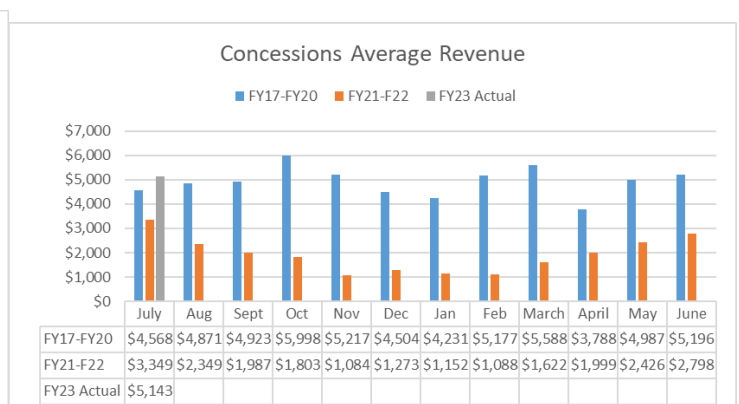
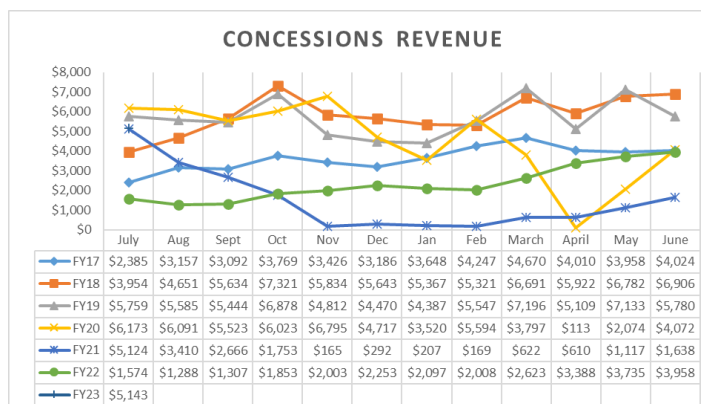
Confidence is growing in the community that we are reaching the end of the pandemic and membership revenue is beginning to re-build.



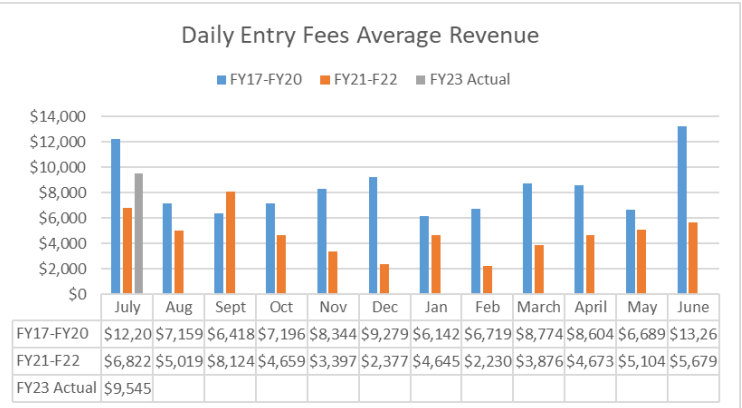
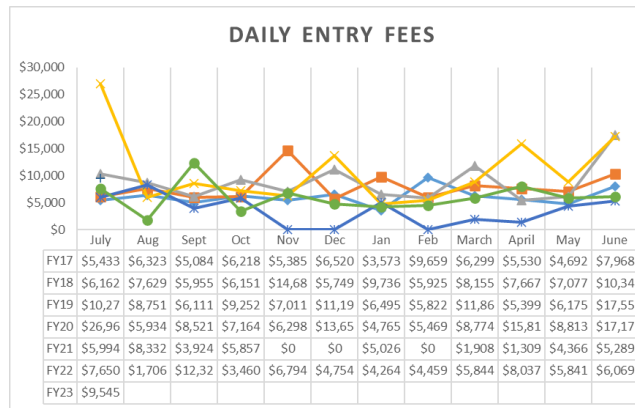
Proshop revenues for July were positively influence by an increase in users as we continue to lift COVID restrictions and return to normal operations.



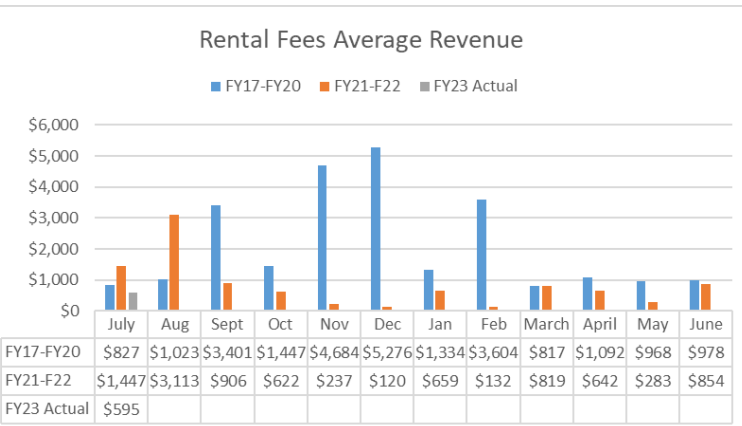
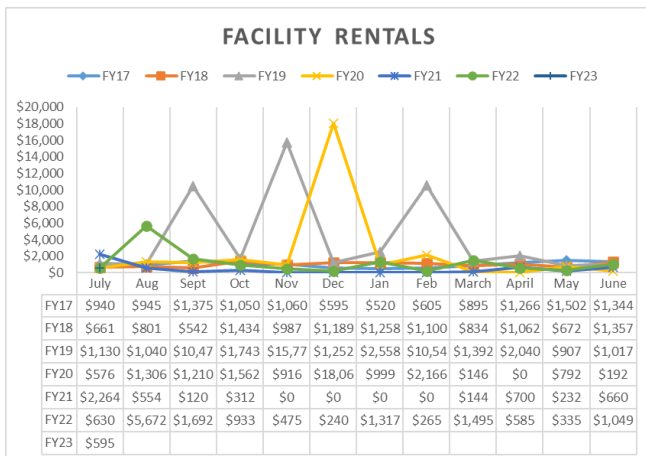
In July we have seen an improvement in the supply of goods getting to the facility as well as an influx of patrons visiting and staying for concessions. As a result July 2022 Concessions revenue rebounded and surpassed the pre-covid July average.



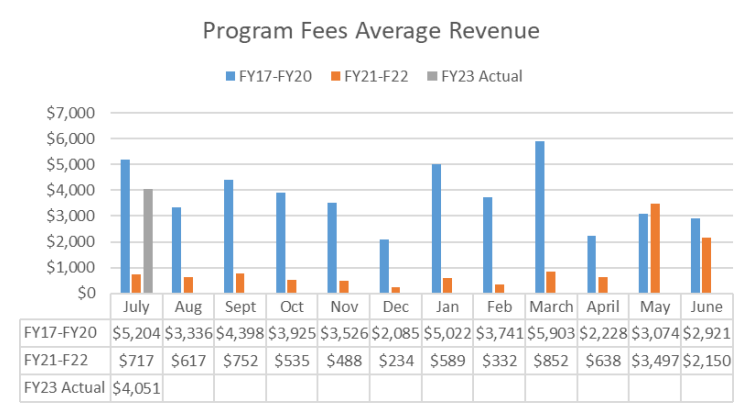
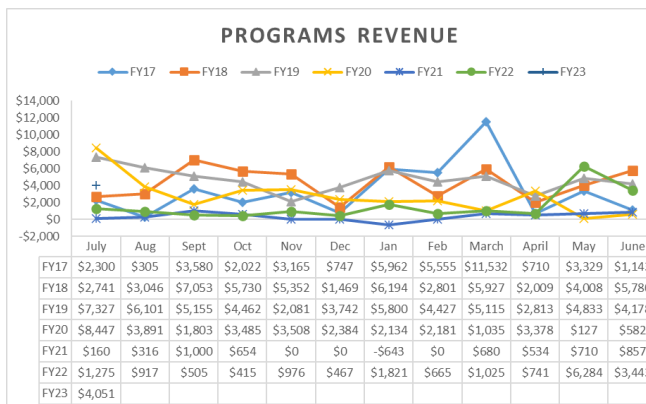
Daily entry fee revenue has continued to increase as we continue to reduce COVID-19 restrictions and community members continue to return to using the facility.



Facility rental fees will continue to remain low until we are able to resume larger group rentals and parties.



With the addition of swim lessons and our Healthy Activities Club Program, revenues for July reached 78% of pre-pandemic totals. Additional program revenue will be collected after invoiced fees are received from grant funders.

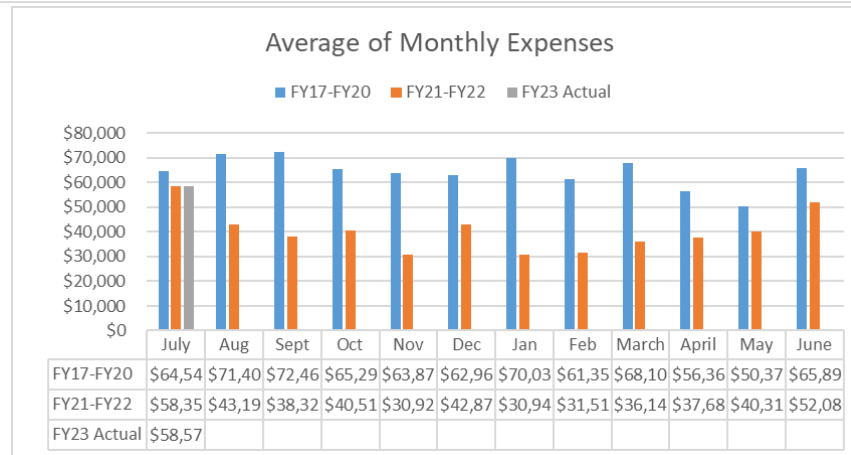
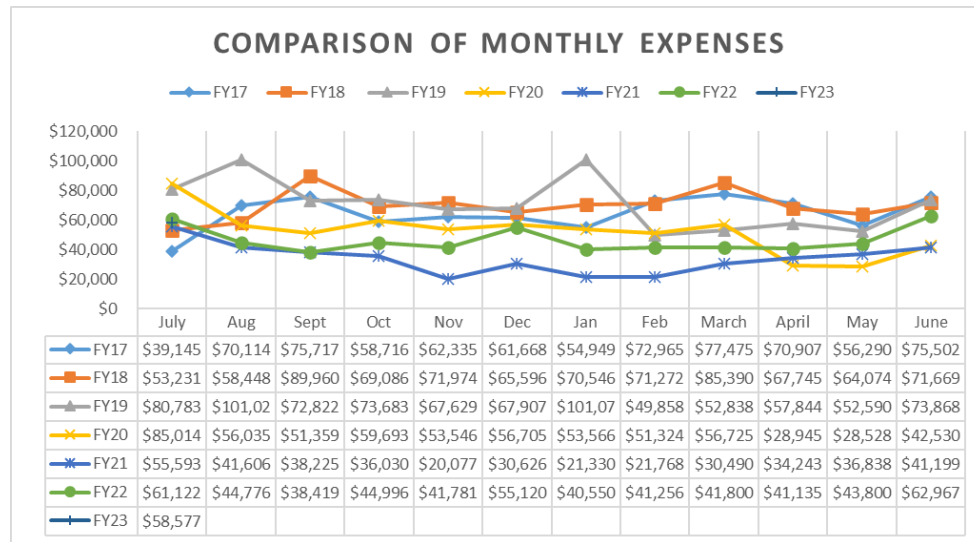


Expenses

	Expenses	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Total	Budgeted	% used	remaining
	Wages & Benefits	\$58,339												\$58,339	\$652,550	8.94%	\$594,211
545	Travel/Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	0.00%	\$1,000
561	Supplies	\$12,261	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,261	\$76,000	16.13%	\$63,739
580, 661, 663, 799	Building Maintenance	\$166	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$166	\$22,600	0.74%	\$22,434
668	Software Licenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,500	0.00%	\$6,500
669	General Expenses	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5	\$30,850	0.02%	\$30,845
790	Allowance for Special Events	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100	0.00%	\$1,100
799	Unforeseen	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	0.00%	\$2,500
	Non Budgeted/Grant Funded	\$879															
	TOTAL	\$71,651	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,772	\$793,100	8.92%	\$722,328

* Due to our 2 week pay period structure there are 2 months out of each year in which 3 pay periods fall, skewing wages totals upwards for those months.

**Expense totals do not include purchases for the building that have been made by City of Bethel Property Maintenance or other direct city expenses.



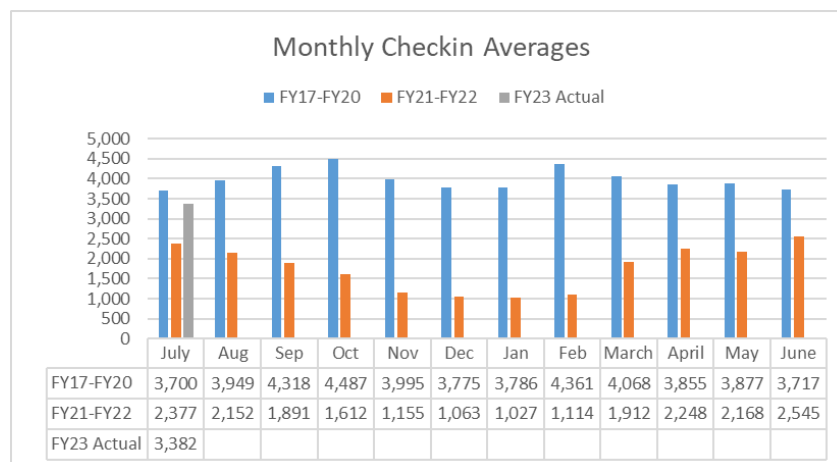
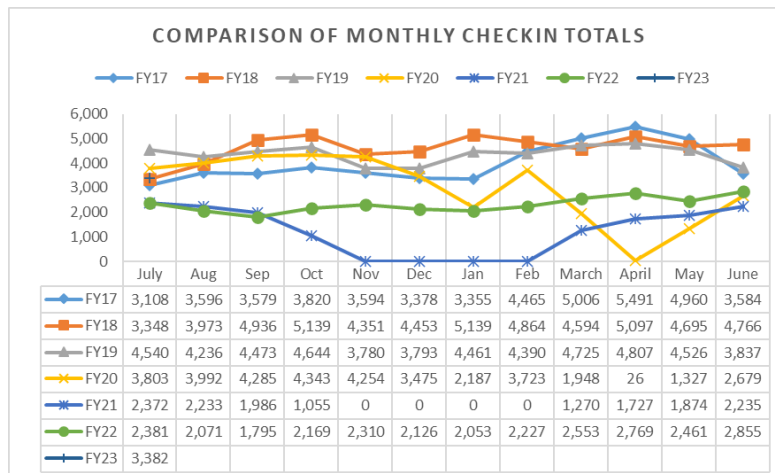
We actively work to keep expenses low while still making seasonal purchases, purchases for maintenance and cleaning, and to keep essential proshop and concessions items stocked as well to maintain staffing at levels appropriate to provide safety and customer service.

Facility Utilization

Facility Check-In: Facility Check-In numbers represent the total number of patrons who visited the facility and are based on a compilation of the number of members who checked-in, the number of daily passes sold and the number of participants in programs, activities, rentals, and special events. These numbers represent facility visits, not individuals as most individuals visit the facility multiple times over the course of the month.

Facility Check-In	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Total
Member Checkins	1,262												1,262
Daily Admissions	1,563												1,563
Rentals	0												0
Fitness Programming	103												103
Aquatics Programming	55												55
Youth Programs	399												399
Monthly Totals	3,382	0	0	0	0	0	0	0	0	0	0	0	3,382

Concerns about COVID-19 began impacting facility utilization in late February 2020 and continue to the present, but July reached approximately 90% of pre-COVID-19 normal boosted by strong participation in our Healthy Activities Club and an influx of users from individuals who were in Bethel due to Fires in surrounding communities. We anticipate continued higher utilization rates as we continue to remove the remaining COVID-19 restrictions.



CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

YK REG AQUA HLTH & SAFETY CTR

ASSETS

400-10100	CASH IN COMBINED FUND	(	2,034,503.32)	
400-11220	INVESTMENT-AMLIP YKHF		3,997,573.09	
400-12020	DUE TO/FROM POOL MGMT CO.		122,553.01	
400-13200	INVENTORY-HEATING FUEL		22,058.55	
400-15200	CONSTRUCTION IN PROGRESS		338,502.11	
400-15400	BUILDINGS		21,831,540.08	
400-15500	MACHINERY & EQUIPMENT		1,465,627.00	
400-16400	ACCUM DEPR - BUILDINGS	(	4,852,534.32)	
400-16500	ACCUM DEPR - M & E	(	584,060.27)	
400-18000	SUSPENSE		385,430.00	
	TOTAL ASSETS			20,692,185.93

LIABILITIES AND EQUITY

LIABILITIES

400-20100	VOUCHERS PAYABLE		163,282.31	
	TOTAL LIABILITIES			163,282.31

FUND EQUITY

400-26000	DEFERRED REVENUE		15,000.00	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(	48,207.11)	
	BALANCE - CURRENT DATE	(	48,207.11)	
	TOTAL FUND EQUITY			(33,207.11)
	TOTAL LIABILITIES AND EQUITY			130,075.20

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 43</u>					
400-43-4360 PRO-SHOP REVENUE	4,621.00	4,621.00	40,000.00	35,379.00	11.6
400-43-4361 CONCESSION REVENUE	5,143.00	5,143.00	60,000.00	54,857.00	8.6
400-43-4362 ENTRY FEE	9,545.00	9,545.00	100,000.00	90,455.00	9.6
400-43-4369 PROGRAM FEES	4,051.00	4,051.00	50,000.00	45,949.00	8.1
400-43-4440 FACILITY RENTAL	595.00	595.00	25,500.00	24,905.00	2.3
400-43-9420 MEMBERSHIPS	14,264.00	14,264.00	260,000.00	245,736.00	5.5
TOTAL SOURCE 43	38,219.00	38,219.00	535,500.00	497,281.00	7.1
<u>TRANSFERS IN</u>					
400-46-4300 LOCAL SOURCES-SALES TAX REV	117,168.00	117,168.00	649,740.00	532,572.00	18.0
400-46-4330 LOCAL SOURCES-ALCOHOLTAX REV	2,197.00	2,197.00	16,650.00	14,453.00	13.2
400-46-9415 ALASKA REMOTE SALES TAX	8,429.00	8,429.00	49,980.00	41,551.00	16.9
400-46-9417 XFER FROM GF: MARIJUANA TAX	4,752.00	4,752.00	28,305.00	23,553.00	16.8
TOTAL TRANSFERS IN	132,546.00	132,546.00	744,675.00	612,129.00	17.8
<u>MISCELLANEOUS</u>					
400-49-4560 PUBLIC DONATIONS	3,037.00	3,037.00	.00	(3,037.00)	.0
400-49-4590 INVESTMENT INCOME	7,577.50	7,577.50	2,000.00	(5,577.50)	378.9
TOTAL MISCELLANEOUS	10,614.50	10,614.50	2,000.00	(8,614.50)	530.7
TOTAL FUND REVENUE	181,379.50	181,379.50	1,282,175.00	1,100,795.50	14.2

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LOCAL FUNDED EXPENDITURES</u>					
400-50-6000 SALARIES	26,271.79	26,271.79	.00	(26,271.79)	.0
400-50-6100 SUPPLIES	27,090.03	27,090.03	.00	(27,090.03)	.0
400-50-6150 GASOLINE/DIESEL/OIL	318.85	318.85	3,500.00	3,181.15	9.1
400-50-6153 HEATING FUEL	33,262.14	33,262.14	175,392.00	142,129.86	19.0
400-50-6155 WATER/SEWER/GARBAGE	13,049.33	13,049.33	56,650.00	43,600.67	23.0
400-50-6160 ELECTRICITY	8,371.26	8,371.26	91,421.00	83,049.74	9.2
400-50-6170 TELEPHONE	251.54	251.54	1,300.00	1,048.46	19.4
400-50-6230 VEHICLE MAINT/REPAIR	.00	.00	97.00	97.00	.0
400-50-6240 PROP MAINT	10,400.94	10,400.94	50,000.00	39,599.06	20.8
400-50-6241 ICR-PROPERTY MAINTENANCE-5%	.00	.00	55,407.00	55,407.00	.0
400-50-6320 OTHER PROFESSIONAL FEES	.00	.00	157,570.00	157,570.00	.0
400-50-6326 CONTRACTOR FEES	15,509.61	15,509.61	793,100.00	777,590.39	2.0
400-50-6335 OTHER PURCHASED SERVICES	.00	.00	10,000.00	10,000.00	.0
400-50-6400 INSURANCE	12,424.30	12,424.30	40,939.00	28,514.70	30.4
400-50-6710 ADMIN OVERHEAD-GF	5,480.49	5,480.49	21,819.00	16,338.51	25.1
400-50-6711 ADMIN OVERHEAD-IT SVCS	10,382.16	10,382.16	33,260.00	22,877.84	31.2
400-50-9691 FEASIBILTY STUDY	.00	.00	21,928.00	21,928.00	.0
400-50-9692 REPAIRS	66,774.17	66,774.17	784,230.00	717,455.83	8.5
TOTAL LOCAL FUNDED EXPENDITURES	229,586.61	229,586.61	2,296,613.00	2,067,026.39	10.0
TOTAL FUND EXPENDITURES	229,586.61	229,586.61	2,296,613.00	2,067,026.39	10.0
NET REVENUE OVER EXPENDITURES	(48,207.11)	(48,207.11)	(1,014,438.00)	(966,230.89)	(4.8)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

E-911 SYSTEM/SURCHARGE

ASSETS

410-10100	CASH IN COMBINED FUND	56,298.71	
	TOTAL ASSETS		56,298.71

LIABILITIES AND EQUITY

LIABILITIES

410-20100	VOUCHERS PAYABLE	2,465.50	
410-21000	ACCRUED PAYROLL	2,696.66	
	TOTAL LIABILITIES		5,162.16

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	(68,866.20)		
BALANCE - CURRENT DATE		(68,866.20)	
TOTAL FUND EQUITY			(68,866.20)
TOTAL LIABILITIES AND EQUITY			(63,704.04)

CITY OF BETHEL
COMBINED CASH INVESTMENT
AUGUST 31, 2022

COMBINED CASH ACCOUNTS

010-10200	CASH-GENERAL WELLS FARGO	5,910,436.03
010-10210	CASH-PAYROLL WELLS FARGO	(227,604.24)
010-10220	CASH-UTILITY WELLS FARGO	268,979.63
010-10225	CASH-XPRESS PAY DEPOSIT ACCT	111,993.14
010-10230	CASH-COMMUNITY ACTION GRANT	143,427.05
010-10360	CASH WF PC TICKETS	53,720.04
	TOTAL COMBINED CASH	6,260,951.65
010-10100	CASH IN COMBINED FUND	(20,847,000.39)
TOTAL UNALLOCATED CASH		(14,586,048.74)

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO FUND 010	(20,847,000.39)
100	ALLOCATION TO GENERAL FUND	8,806,733.91
110	ALLOCATION TO "1ST 100 YEARS" PUBLICATION	35.00
160	ALLOCATION TO POLICE ASSET FORFEITURE	(66,780.50)
170	ALLOCATION TO VSW-HEAT TRACE REPLACEMENT	(15,408.79)
180	ALLOCATION TO BOARDWALK LIGHTING PROJECT	88,148.05
190	ALLOCATION TO AVENUES W&S GRANT USDA	(6,798.94)
200	ALLOCATION TO AVENUES W&S LOAN USDA	(2,803,492.91)
250	ALLOCATION TO LAND PLANNING AND DEVELOPMENT	21,172.97
260	ALLOCATION TO PARKS DEVELOPMENT FUND	40,845.33
270	ALLOCATION TO COMMUNITY SERVICE PATROL GRANT	(250,723.02)
280	ALLOCATION TO RECOVERY ACT JAG GRANT	(14,021.93)
400	ALLOCATION TO YK REG AQUA HLTH & SAFETY CTR	(2,034,503.32)
410	ALLOCATION TO E-911 SYSTEM/SURCHARGE	56,298.71
430	ALLOCATION TO WATER & SEWER GRANT PROJECTS	(16,000.00)
450	ALLOCATION TO INSTITUTIONAL CORRIDOR PROJECT	(115,901.89)
470	ALLOCATION TO PORT OFFICE CP FUND	(22,466.07)
490	ALLOCATION TO F49 PORT MULTI-FACILITY IMPRV.	(22,200.00)
500	ALLOCATION TO SOLID WASTE SERVICES	3,683,659.28
510	ALLOCATION TO WATER & SEWER SERVICES	5,511,280.24
520	ALLOCATION TO MUNICIPAL DOCK	5,471,271.47
530	ALLOCATION TO LEASED PROPERTIES	975,629.03
540	ALLOCATION TO EMPLOYEE GROUP HEALTH BEN.	(784,431.14)
550	ALLOCATION TO INFORMATION TECHNOLOGY SERV.	(77.08)
560	ALLOCATION TO BETHEL PUBLIC TRANSIT SYSTEM	(402,978.99)
570	ALLOCATION TO VEHICLES & EQUIP MAINTENANCE	(522,614.64)
580	ALLOCATION TO FLEET REPLACEMENT FUND	1,240,516.70
600	ALLOCATION TO RASMUSON GRANT	4,430.32
630	ALLOCATION TO LAGOON UPGRADES DESIGN SERV	(1,500,737.67)
660	ALLOCATION TO COVID-19 CARES ACT FUND	2,139,414.51
670	ALLOCATION TO THE AK COMMUNITY FOUNDATION	100,000.00
680	ALLOCATION TO HOMELAND SECURITY PROGRAM	(2,341.76)
690	ALLOCATION TO DIABETES PREVENTION & CONTROL	7.53
720	ALLOCATION TO CARES ACTAK COMMUNITY TRANSIT	(177,328.02)
750	ALLOCATION TO USDOJ CORONAVIRUS EMERGENCY	(3,594.00)
830	ALLOCATION TO FUND 830	(5,108.49)
900	ALLOCATION TO BETHEL ENDOWMENT FUND	1,453,136.60

CITY OF BETHEL
COMBINED CASH INVESTMENT
AUGUST 31, 2022

TOTAL ALLOCATIONS TO OTHER FUNDS	(21,929.90)
ZERO PROOF IF ALLOCATIONS BALANCE	(21,929.90)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

FUND 010

ASSETS

010-10100	CASH IN COMBINED FUND	(	20,847,000.39)	
010-10200	CASH-GENERAL WELLS FARGO		5,910,436.03	
010-10210	CASH-PAYROLL WELLS FARGO	(	227,604.24)	
010-10220	CASH-UTILITY WELLS FARGO		268,979.63	
010-10225	CASH-XPRESS PAY DEPOSIT ACCT		111,993.14	
010-10230	CASH-COMMUNITY ACTION GRANT		143,427.05	
010-10360	CASH WF PC TICKETS		53,720.04	
010-11210	INVESTMENT-AMLIP		3,423,738.11	
010-11750	CASH CLEARING - UTILITY		52,876.18	
010-11751	CASH CLEARING - CEMETERY	(	582.66)	
010-11755	CASH CLEARING - A/R	(	97,172.83)	
010-11756	CASH CLEARING - BUS.LICENSE	(	455.68)	
010-11757	CASH CLEARING - BUSINESS TAX	(	41,579.22)	
010-12900	TVI-CENTRAL TREASURY ACCT		11,231,348.03	
	TOTAL ASSETS		(	17,876.81)

LIABILITIES AND EQUITY

LIABILITIES

010-20100	VOUCHERS PAYABLE	(	17,876.81)	
	TOTAL LIABILITIES		(	17,876.81)
	TOTAL LIABILITIES AND EQUITY		(	17,876.81)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

GENERAL FUND

ASSETS

100-10100	CASH IN COMBINED FUND	8,806,733.91	
100-11010	PETTY CASH/CASH IN TILL-YOUTH	70.00	
100-11020	PETTY CASH/CASH IN TILL-POLICE	256.18	
100-11030	PETTY CASH/CASH IN TILL-FINANC	500.00	
100-12000	ACCOUNTS RECEIVABLE-EMP ADV	(1,596.63)	
100-12020	ACCOUNTS RECEIVABLE-BTC MODULE	2,216.72	
100-12030	ACCOUNTS RECEIVABLE-AR MODULE	36,421.39	
100-12040	ACCOUNTS RECEIVABLE-BL MODULE	(1,300.00)	
100-12200	INTEREST RECEIVABLE	108.60	
100-12800	ACCRUAL - TAXES	843,060.10	
100-12900	ALLOWANCE FOR DOUBTFUL ACCTS	(18,575.20)	
100-13200	INVENTORY - HEATING FUEL	29,381.99	
100-13300	INVENTORY-TREATED LUMBER	2,361.99	
100-13410	INVENTORY - CALCIUM CHLORIDE	13,434.68	
100-13500	INVENTORY - PIPE	29,098.50	
100-17600	PREPAID INSURANCE	724,068.58	
100-17700	PREPAID WORKERS COMP	139,136.22	
100-17800	PREPAID - OTHER EXPENSES	24,549.81	
100-18000	SUSPENSE	(30,701.04)	
100-18300	SUSPENSE - BULK DIESEL FUEL	21,058.22	
100-19500	MISC RECEIVABLES - GENERAL FUN	2,925,632.54	
	TOTAL ASSETS		13,545,916.56

LIABILITIES AND EQUITY

LIABILITIES

100-20100	VOUCHERS PAYABLE	524,530.19	
100-20700	PAYABLE - CHILD SUPPORT	338.62	
100-20710	PAYABLE - GARNISHMENT	1,317.62	
100-20720	PAYABLE - SOCIAL SECURITY	(17,998.37)	
100-21000	ACCRUED PAYROLL	(55,454.72)	
100-21100	RETURNED STALE DATED PAYROLL	3,858.25	
100-21200	PAYABLE FED W/H	(196,163.46)	
100-21300	PAYABLE MEDICARE FICA	(55,107.51)	
100-21410	PAYABLE - PERS	(43,989.12)	
100-21510	PAYABLE - DEFERRED COMP ICMA	2,473.74	
100-21520	PAYABLE - DEFERRED COMP NACO	717.00	
100-21530	PAYABLE - DEFERRED COMP LINCOL	500.00	
100-21600	PAYABLE - HEALTH INSURANCE	(6,802.66)	
100-21610	PAYABLE - AFLAC	(94.40)	
100-21700	PAYABLE - UNION DUES	(3,982.50)	
100-21900	PAYABLE - OTHER DEDUCTIONS	5,254.91	
100-23200	UNCLAIMED PROPERTY PAYABLE	15,156.01	
	TOTAL LIABILITIES		174,553.60

FUND EQUITY

100-26900	INSURANCE CONTINGENCY	4,505.00
100-27000	DEFERRED REVENUE - SALES TAX	192,499.99

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

GENERAL FUND

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	618,184.83		
BALANCE - CURRENT DATE		618,184.83	
TOTAL FUND EQUITY			815,189.82
TOTAL LIABILITIES AND EQUITY			989,743.42

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
100-40-4300 TAX - SALES	1,406,577.06	1,406,577.06	7,800,000.00	6,393,422.94	18.0
100-40-4301 PENALTIES & INT - SALES TAX	23,118.20	23,118.20	33,000.00	9,881.80	70.1
100-40-4310 TAX - TRANSIENT LODGING	154,522.46	154,522.46	512,000.00	357,477.54	30.2
100-40-4320 CIGARETTE AND TOBACCO TAX	108,202.95	108,202.95	675,000.00	566,797.05	16.0
100-40-4322 MARIJUANA TAX	142,702.72	142,702.72	850,000.00	707,297.28	16.8
100-40-4330 TAX - ALCOHOL USE	65,947.93	65,947.93	500,000.00	434,052.07	13.2
100-40-4340 TAX - MOTOR VEH REGISTRATION	8,593.72	8,593.72	50,000.00	41,406.28	17.2
100-40-4342 AK REMOTE SELLER SALES TAX	101,180.77	101,180.77	600,000.00	498,819.23	16.9
TOTAL TAXES	2,010,845.81	2,010,845.81	11,020,000.00	9,009,154.19	18.3
<u>STATE & FEDERAL REVENUES</u>					
100-42-4102 PILT PROGRAM - STATE	983,653.91	983,653.91	950,000.00	(33,653.91)	103.5
100-42-4201 SOA-POLICE THERAPEUTIC COURT	.00	.00	250.00	250.00	.0
100-42-4203 COMMUNITY DIVIDEND	.00	.00	102,000.00	102,000.00	.0
100-42-4204 PERS ON BEHALF	.00	.00	320,000.00	320,000.00	.0
100-42-4207 MISCELLANEOUS STATE REV	.00	.00	500.00	500.00	.0
100-42-4345 SOA ELECTRIC CO-OP TAX SHARE	20,544.74	20,544.74	20,000.00	(544.74)	102.7
TOTAL STATE & FEDERAL REVENUES	1,004,198.65	1,004,198.65	1,392,750.00	388,551.35	72.1
<u>CHARGES FOR SERVICES</u>					
100-43-4374 AMBULANCE REVENUE	24,426.18	24,426.18	250,000.00	225,573.82	9.8
100-43-4379 POLICE DEPT MISC FEES	.00	.00	3,000.00	3,000.00	.0
TOTAL CHARGES FOR SERVICES	24,426.18	24,426.18	253,000.00	228,573.82	9.7
<u>LICENSES, PERMITS & FEES</u>					
100-45-4341 GAMING TAX	101,399.42	101,399.42	400,000.00	298,600.58	25.4
100-45-4377 PARKS & REC JULY 4TH FEES	100.00	100.00	500.00	400.00	20.0
100-45-4500 TAXI PERMITS	19,925.00	19,925.00	160,000.00	140,075.00	12.5
100-45-4502 BUSINESS LICENSES	3,900.00	3,900.00	25,000.00	21,100.00	15.6
100-45-4504 ANIMAL CONTROL LICENSES	240.00	240.00	2,500.00	2,260.00	9.6
100-45-4510 PLANNING FEES	2,250.00	2,250.00	1,700.00	(550.00)	132.4
100-45-4511 PLAT/RECORDING FEES	.00	.00	250.00	250.00	.0
100-45-4512 SITE REVIEWS	15,600.00	15,600.00	1,500.00	(14,100.00)	1040.0
100-45-4559 MISC PERMITS/LICENSES/FEE	7,886.00	7,886.00	6,000.00	(1,886.00)	131.4
TOTAL LICENSES, PERMITS & FEES	151,300.42	151,300.42	597,450.00	446,149.58	25.3

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
100-49-4202 SOA COURT FINES/FEES	825.00	825.00	5,000.00	4,175.00	16.5
100-49-4361 100 YRS PUBLICATION	.00	.00	40.00	40.00	.0
100-49-4362 PC TICKETS	528.80	528.80	4,000.00	3,471.20	13.2
100-49-4379 POLICE DEPT MISC	616.50	616.50	12,000.00	11,383.50	5.1
100-49-4439 MISCELLANEOUS REVENUE	8,730.73	8,730.73	65,000.00	56,269.27	13.4
100-49-4566 CLEANUP GREENUP DONATIONS	300.00	300.00	.00	(300.00)	.0
100-49-4590 INVESTMENT INCOME	(150,835.85)	(150,835.85)	75,000.00	225,835.85	(201.1)
100-49-4890 GAIN(LOSS) SALE OF FIXED ASSET	.00	.00	20,000.00	20,000.00	.0
TOTAL MISCELLANEOUS	(139,834.82)	(139,834.82)	181,040.00	320,874.82	(77.2)
 TOTAL FUND REVENUE	 3,050,936.24	 3,050,936.24	 13,444,240.00	 10,393,303.76	 22.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
100-51-6000 SALARIES	56,344.95	56,344.95	367,621.00	311,276.05	15.3
100-51-6002 RELOCATION EXPENSES	.00	.00	10,000.00	10,000.00	.0
100-51-6003 RECRUITMENT COSTS	.00	.00	10,000.00	10,000.00	.0
100-51-6010 OVERTIME	1,770.12	1,770.12	10,000.00	8,229.88	17.7
100-51-6022 HOLIDAY PAY	447.64	447.64	.00	(447.64)	.0
100-51-6023 LEAVE CASHOUT	11,190.96	11,190.96	18,881.00	7,690.04	59.3
100-51-6030 SOCIAL SECURITY EXPENSE	1,398.46	1,398.46	3,500.00	2,101.54	40.0
100-51-6031 PAYABLE MEDICARE FICA	999.05	999.05	5,475.00	4,475.95	18.3
100-51-6032 UNEMPLOYMENT	.00	.00	6,722.00	6,722.00	.0
100-51-6033 WORKERS' COMPENSATION	99.20	99.20	9,755.00	9,655.80	1.0
100-51-6034 PERS	7,968.32	7,968.32	83,077.00	75,108.68	9.6
100-51-6040 EMPLOYEE GROUP BENEFITS	2,194.55	2,194.55	76,284.00	74,089.45	2.9
100-51-6041 UTILITY BENEFIT	2,834.59	2,834.59	13,680.00	10,845.41	20.7
100-51-6060 TRAVEL/TRAINING	6,441.69	6,441.69	20,000.00	13,558.31	32.2
100-51-6100 SUPPLIES	310.26	310.26	5,000.00	4,689.74	6.2
100-51-6103 WEARING APPAREL	.00	.00	500.00	500.00	.0
100-51-6150 GASOLINE/DIESEL/OIL	.00	.00	500.00	500.00	.0
100-51-6153 HEATING FUEL	1,664.17	1,664.17	25,000.00	23,335.83	6.7
100-51-6155 WATER/SEWER/GARBAGE	564.51	564.51	8,107.00	7,542.49	7.0
100-51-6160 ELECTRICITY	1,348.36	1,348.36	23,018.00	21,669.64	5.9
100-51-6170 TELEPHONE	2,197.15	2,197.15	20,000.00	17,802.85	11.0
100-51-6171 STAFF CELLULAR PHONES	430.20	430.20	1,000.00	569.80	43.0
100-51-6200 MINOR EQUIPMENT	.00	.00	2,000.00	2,000.00	.0
100-51-6230 VEHICLE MAINT/REPAIR	203.92	203.92	1,285.00	1,081.08	15.9
100-51-6231 VEHICLE PARTS & TOOLS	.00	.00	500.00	500.00	.0
100-51-6320 OTHER PROFESSIONAL FEES	7,725.81	7,725.81	20,000.00	12,274.19	38.6
100-51-6325 CONSULTING FEES	3,955.58	3,955.58	.00	(3,955.58)	.0
100-51-6333 JANITORIAL	1,950.00	1,950.00	20,000.00	18,050.00	9.8
100-51-6335 OTHER PURCHASED SERVICES	3,525.20	3,525.20	30,000.00	26,474.80	11.8
100-51-6400 INSURANCE	3,164.24	3,164.24	29,968.00	26,803.76	10.6
100-51-6430 ALLOWANCE FOR SPECIAL EVENTS	492.50	492.50	5,000.00	4,507.50	9.9
100-51-6500 DRUG TESTING/BCKGRND CKS	.00	.00	10,000.00	10,000.00	.0
100-51-6502 ADVERTISING	186.50	186.50	10,000.00	9,813.50	1.9
100-51-6503 DUES & SUBSCRIPTIONS	200.00	200.00	2,000.00	1,800.00	10.0
100-51-6506 POSTAGE	.00	.00	1,000.00	1,000.00	.0
100-51-6539 MISCELLANEOUS EXPENSES	.00	.00	1,000.00	1,000.00	.0
100-51-6700 INDIRECT COST RECOVERY	(46,376.20)	(46,376.20)	(356,387.00)	(310,010.80)	(13.0)
100-51-6711 ADMIN OVERHEAD-IT SVCS	4,191.85	4,191.85	33,260.00	29,068.15	12.6
TOTAL ADMINISTRATION	77,423.58	77,423.58	527,746.00	450,322.42	14.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY CLERKS OFFICE</u>					
100-52-6000 SALARIES	31,401.52	31,401.52	188,225.00	156,823.48	16.7
100-52-6031 PAYABLE MEDICARE FICA	447.37	447.37	2,729.00	2,281.63	16.4
100-52-6032 UNEMPLOYMENT	.00	.00	3,350.00	3,350.00	.0
100-52-6033 WORKERS' COMPENSATION	49.44	49.44	4,862.00	4,812.56	1.0
100-52-6034 P.E.R.S.	6,908.32	6,908.32	41,410.00	34,501.68	16.7
100-52-6040 EMPLOYEE GROUP BENEFITS	7,591.40	7,591.40	50,856.00	43,264.60	14.9
100-52-6041 UTILITY BENEFIT	1,372.47	1,372.47	9,120.00	7,747.53	15.1
100-52-6060 TRAVEL/TRAINING-COUNCIL	3,572.86	3,572.86	19,000.00	15,427.14	18.8
100-52-6061 TRAVEL/TRAINING	(725.00)	(725.00)	7,800.00	8,525.00	(9.3)
100-52-6100 SUPPLIES-CLERK	.00	.00	500.00	500.00	.0
100-52-6101 SUPPLIES-COUNCIL	.00	.00	500.00	500.00	.0
100-52-6171 STAFF CELLULAR PHONES	286.80	286.80	1,680.00	1,393.20	17.1
100-52-6321 LEGAL FEES	3,011.40	3,011.40	5,000.00	1,988.60	60.2
100-52-6335 OTHER PURCHASED SERVICES	1,164.50	1,164.50	16,000.00	14,835.50	7.3
100-52-6400 INSURANCE	510.54	510.54	9,935.00	9,424.46	5.1
100-52-6430 ALLOWANCE FOR SPECIAL EVENTS	.00	.00	600.00	600.00	.0
100-52-6503 DUES & SUBSCRIPTIONS	7,145.45	7,145.45	7,000.00	(145.45)	102.1
100-52-6505 ELECTION EXPENSES	1,005.41	1,005.41	18,700.00	17,694.59	5.4
100-52-6507 DONATIONS & AWARDS	.00	.00	800.00	800.00	.0
100-52-6700 INDRIECT COST RECOVERY	(33,873.84)	(33,873.84)	(275,460.00)	(241,586.16)	(12.3)
100-52-6711 ADMIN OVERHEAD-IT SVCS	4,191.85	4,191.85	33,260.00	29,068.15	12.6
TOTAL CITY CLERKS OFFICE	34,060.49	34,060.49	145,867.00	111,806.51	23.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
100-53-6000 SALARIES	94,477.95	94,477.95	699,921.00	605,443.05	13.5
100-53-6010 OVERTIME	3,313.35	3,313.35	16,000.00	12,686.65	20.7
100-53-6022 HOLIDAY PAY	1,547.60	1,547.60	.00	(1,547.60)	.0
100-53-6023 LEAVE CASHOUT	642.77	642.77	8,568.00	7,925.23	7.5
100-53-6030 SOCIAL SECURITY EXPENSE	.00	.00	1,300.00	1,300.00	.0
100-53-6031 PAYABLE MEDICARE FICA	1,487.71	1,487.71	10,381.00	8,893.29	14.3
100-53-6032 UNEMPLOYMENT	.00	.00	12,743.00	12,743.00	.0
100-53-6033 WORKERS' COMPENSATION	188.06	188.06	1,849.00	1,660.94	10.2
100-53-6034 PERS	21,854.54	21,854.54	157,503.00	135,648.46	13.9
100-53-6040 EMPLOYEE GROUP BENEFITS	20,424.73	20,424.73	228,852.00	208,427.27	8.9
100-53-6041 UTILITY BENEFIT	4,139.04	4,139.04	41,040.00	36,900.96	10.1
100-53-6060 TRAVEL/TRAINING	3,057.11	3,057.11	20,000.00	16,942.89	15.3
100-53-6100 SUPPLIES	6,050.05	6,050.05	11,000.00	4,949.95	55.0
100-53-6150 GASOLINE/DIESEL/OIL	118.89	118.89	1,200.00	1,081.11	9.9
100-53-6170 TELEPHONE	13.40	13.40	250.00	236.60	5.4
100-53-6171 STAFF CELLULAR PHONES	534.18	534.18	2,000.00	1,465.82	26.7
100-53-6200 MINOR EQUIPMENT	1,592.92	1,592.92	11,000.00	9,407.08	14.5
100-53-6230 VEHICLE MAINT/REPAIR	203.92	203.92	1,266.00	1,062.08	16.1
100-53-6310 ADMIN-OUTSOURCED SERVICES	18,522.50	18,522.50	95,000.00	76,477.50	19.5
100-53-6311 AUDITING EXPENSE	11,000.00	11,000.00	100,000.00	89,000.00	11.0
100-53-6331 HARDWARE/SOFTWARE SUPPORT	.00	.00	19,000.00	19,000.00	.0
100-53-6335 OTHER PROFESSIONAL FEES	23,598.94	23,598.94	205,000.00	181,401.06	11.5
100-53-6400 INSURANCE	1,127.70	1,127.70	33,901.00	32,773.30	3.3
100-53-6502 ADVERTISING	.00	.00	2,500.00	2,500.00	.0
100-53-6503 DUES & SUBSCRIPTIONS	31.98	31.98	5,000.00	4,968.02	.6
100-53-6506 POSTAGE	.00	.00	1,300.00	1,300.00	.0
100-53-6530 FINANCE CHARGES/PENALTIES	(20.00)	(20.00)	300.00	320.00	(6.7)
100-53-6531 BANK CHARGES	8,972.96	8,972.96	52,000.00	43,027.04	17.3
100-53-6532 CASH OVER/SHORT	(20.00)	(20.00)	500.00	520.00	(4.0)
100-53-6533 IRS PENALTIES AND INTEREST	647.87	647.87	4,000.00	3,352.13	16.2
100-53-6539 MISCELLANEOUS EXPENSES	230.00	230.00	4,000.00	3,770.00	5.8
100-53-6700 INDIRECT COST RECOVERY	(105,634.03)	(105,634.03)	(907,855.00)	(802,220.97)	(11.6)
100-53-6711 ADMIN OVERHEAD-IT SVCS	5,544.46	5,544.46	33,260.00	27,715.54	16.7
100-53-9693 KIOSK+ANNUAL FEES&NEWCOPIER	.00	.00	20,000.00	20,000.00	.0
TOTAL FINANCE	123,648.60	123,648.60	892,779.00	769,130.40	13.9

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING</u>					
100-54-6000 SALARIES	24,996.31	24,996.31	164,599.00	139,602.69	15.2
100-54-6022 HOLIDAY PAY	453.46	453.46	.00 (	453.46)	.0
100-54-6023 LEAVE CASHOUT	.00	.00	1,146.00	1,146.00	.0
100-54-6031 PAYABLE MEDICARE FICA	313.90	313.90	2,387.00	2,073.10	13.2
100-54-6032 UNEMPLOYMENT	.00	.00	2,930.00	2,930.00	.0
100-54-6033 WORKERS' COMPENSATION	43.24	43.24	425.00	381.76	10.2
100-54-6034 PERS	5,598.95	5,598.95	36,212.00	30,613.05	15.5
100-54-6040 EMPLOYEE GROUP BENEFITS	3,779.66	3,779.66	50,856.00	47,076.34	7.4
100-54-6041 UTILITY BENEFIT	343.48	343.48	9,120.00	8,776.52	3.8
100-54-6061 TRAVEL/TRAINING	.00	.00	3,600.00	3,600.00	.0
100-54-6100 SUPPLIES	347.99	347.99	5,600.00	5,252.01	6.2
100-54-6103 WEARING APPAREL	.00	.00	300.00	300.00	.0
100-54-6150 GASOLINE/DIESEL/OIL	202.89	202.89	1,800.00	1,597.11	11.3
100-54-6153 HEATING FUEL	.00	.00	3,437.00	3,437.00	.0
100-54-6155 WATER/SEWER/GARBAGE	.00	.00	1,038.00	1,038.00	.0
100-54-6160 ELECTRICITY	146.49	146.49	1,876.00	1,729.51	7.8
100-54-6170 TELEPHONE	6.70	6.70	200.00	193.30	3.4
100-54-6171 STAFF CELLULAR PHONES	143.40	143.40	84.00 (	59.40)	170.7
100-54-6200 MINOR EQUIPMENT	.00	.00	5,500.00	5,500.00	.0
100-54-6230 VEHICLE MAINT/REPAIR	203.92	203.92	1,559.00	1,355.08	13.1
100-54-6231 VEHICLE PARTS & TOOLS	.00	.00	1,000.00	1,000.00	.0
100-54-6320 OTHER PROFESSIONAL FEES	927.50	927.50	20,000.00	19,072.50	4.6
100-54-6321 LEGAL FEES	.00	.00	1,000.00	1,000.00	.0
100-54-6330 OTHER PROFESSIONAL FEES	.00	.00	20,000.00	20,000.00	.0
100-54-6331 HARDWARE/SOFTWARE SUPPORT	2,539.00	2,539.00	2,500.00 (	39.00)	101.6
100-54-6400 INSURANCE	597.82	597.82	12,750.00	12,152.18	4.7
100-54-6502 ADVERTISING	621.55	621.55	2,000.00	1,378.45	31.1
100-54-6503 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
100-54-6539 MISCELLANEOUS EXPENSES	51.35	51.35	1,000.00	948.65	5.1
100-54-6711 ADMIN OVERHEAD-IT SVCS	4,191.85	4,191.85	33,260.00	29,068.15	12.6
100-54-9694 COMPREHENSIVE PLAN	8,010.50	8,010.50	147,663.00	139,652.50	5.4
100-54-9695 ROAD OWNERSHIP DETERIMINATION	.00	.00	40,000.00	40,000.00	.0
TOTAL PLANNING	53,519.96	53,519.96	574,342.00	520,822.04	9.3

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TECHNOLOGY DEPARTMENTS</u>					
100-55-6000 SALARIES	15,324.51	15,324.51	164,235.00	148,910.49	9.3
100-55-6010 OVERTIME	.00	.00	5,000.00	5,000.00	.0
100-55-6023 LEAVE CASHOUT / PAYOUT	.00	.00	8,212.00	8,212.00	.0
100-55-6031 PAYABLE MEDICARE FICA	212.36	212.36	2,382.00	2,169.64	8.9
100-55-6032 UNEMPLOYMENT	.00	.00	2,924.00	2,924.00	.0
100-55-6033 WORKERS' COMPENSATION	26.36	26.36	423.00	396.64	6.2
100-55-6034 PERS	3,371.40	3,371.40	36,131.00	32,759.60	9.3
100-55-6040 EMPLOYEE GROUP BENEFITS	1,911.08	1,911.08	50,856.00	48,944.92	3.8
100-55-6041 UTILITY BENEFIT	431.66	431.66	9,120.00	8,688.34	4.7
100-55-6060 TRAVEL/TRAINING	719.24	719.24	10,000.00	9,280.76	7.2
100-55-6100 SUPPLIES	382.27	382.27	7,000.00	6,617.73	5.5
100-55-6150 GASOLINE/DIESEL/OIL	492.53	492.53	3,000.00	2,507.47	16.4
100-55-6171 STAFF CELLULAR PHONES	292.80	292.80	2,000.00	1,707.20	14.6
100-55-6179 CONNECTIVITY SERVICES	44,762.13	44,762.13	400,000.00	355,237.87	11.2
100-55-6200 MINOR EQUIPMENT	7,436.79	7,436.79	35,000.00	27,563.21	21.3
100-55-6210 EQUIPMENT RENTAL	44,967.34	44,967.34	180,000.00	135,032.66	25.0
100-55-6230 VEHICLE MAINT/REPAIR	203.92	203.92	1,280.00	1,076.08	15.9
100-55-6231 VEHICLE PARTS & TOOLS	.00	.00	1,000.00	1,000.00	.0
100-55-6320 OTHER PROFESSIONAL FEES	15,225.61	15,225.61	115,000.00	99,774.39	13.2
100-55-6331 HARDWARE/SOFTWARE SUPPORT	16,879.20	16,879.20	70,000.00	53,120.80	24.1
100-55-6335 OTHER PURCHASED SERVICES	.00	.00	15,500.00	15,500.00	.0
100-55-6400 INSURANCE	466.66	466.66	8,969.00	8,502.34	5.2
100-55-6539 MISCELLANEOUS EXPENSES	.00	.00	2,000.00	2,000.00	.0
100-55-6700 INDIRECT COST RECOVERY	(121,856.28)	(121,856.28)	(798,240.00)	(676,383.72)	(15.3)
100-55-6711 ADMIN OVERHEAD-IT SVCS	15,902.25	15,902.25	33,260.00	17,357.75	47.8
100-55-6890 CAPITAL EXPENDITURES	.00	.00	160,000.00	160,000.00	.0
100-55-9694 SERVER ROOM AIR CONDITIONER	.00	.00	10,000.00	10,000.00	.0
100-55-9695 BUILDING MAPPING/ FLOOR PLANS	.00	.00	27,603.00	27,603.00	.0
100-55-9696 AIR CONDITIONER FOR SERVERS	.00	.00	50,000.00	50,000.00	.0
TOTAL TECHNOLOGY DEPARTMENTS	47,151.83	47,151.83	612,655.00	565,503.17	7.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY ATTORNEY'S OFFICE</u>					
100-56-6000 SALARIES	22,360.48	22,360.48	145,343.00	122,982.52	15.4
100-56-6023 LEAVE CASHOUT	.00	.00	7,267.00	7,267.00	.0
100-56-6031 PAYABLE MEDICARE FICA	321.62	321.62	2,107.00	1,785.38	15.3
100-56-6032 UNEMPLOYMENT	.00	.00	2,587.00	2,587.00	.0
100-56-6033 WORKERS' COMPENSATION	38.26	38.26	375.00	336.74	10.2
100-56-6034 PERS	4,919.32	4,919.32	31,975.00	27,055.68	15.4
100-56-6040 EMPLOYEE GROUP BENEFITS	5,686.24	5,686.24	25,428.00	19,741.76	22.4
100-56-6060 TRAVEL/TRAINING	838.03	838.03	12,000.00	11,161.97	7.0
100-56-6100 SUPPLIES	.00	.00	1,000.00	1,000.00	.0
100-56-6171 STAFF CELLULAR PHONES	143.40	143.40	1,000.00	856.60	14.3
100-56-6320 OTHER PROFESSIONAL FEES	4,352.45	4,352.45	20,000.00	15,647.55	21.8
100-56-6321 LEGAL FEES	.00	.00	15,000.00	15,000.00	.0
100-56-6335 OTHER PURCHASED SERVICES	1,540.02	1,540.02	10,000.00	8,459.98	15.4
100-56-6400 INSURANCE	374.46	374.46	5,515.00	5,140.54	6.8
100-56-6410 RENTS & LEASES	1,222.00	1,222.00	11,000.00	9,778.00	11.1
100-56-6503 DUES & SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.0
100-56-6539 MISCELLANEOUS EXPENSES	.00	.00	1,000.00	1,000.00	.0
100-56-6700 INDIRECT COST RECOVERY	(8,459.63)	(8,459.63)	(38,787.00)	(30,327.37)	(21.8)
100-56-6711 ADMIN OVERHEAD-IT SVCS	3,509.46	3,509.46	33,260.00	29,750.54	10.6
 TOTAL CITY ATTORNEY'S OFFICE	 36,846.11	 36,846.11	 287,570.00	 250,723.89	 12.8

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT</u>					
100-60-6000 SALARIES	116,794.02	116,794.02	823,062.00	706,267.98	14.2
100-60-6010 FLSA OVERTIME	28,432.26	28,432.26	70,000.00	41,567.74	40.6
100-60-6011 CALL BACK OVERTIME	5,118.48	5,118.48	50,000.00	44,881.52	10.2
100-60-6022 HOLIDAY PAY	4,033.08	4,033.08	.00	(4,033.08)	.0
100-60-6023 LEAVE CASHOUT	.00	.00	46,971.00	46,971.00	.0
100-60-6030 SOCIAL SECURITY EXPENSE	502.20	502.20	2,500.00	1,997.80	20.1
100-60-6031 PAYABLE MEDICARE FICA	2,303.84	2,303.84	11,454.00	9,150.16	20.1
100-60-6032 UNEMPLOYMENT	.00	.00	17,143.00	17,143.00	.0
100-60-6033 WORKERS' COMPENSATION	4,485.54	4,485.54	3,482.00	(1,003.54)	128.8
100-60-6034 PERS	32,160.09	32,160.09	211,873.00	179,712.91	15.2
100-60-6040 EMPLOYEE GROUP BENEFITS	27,378.70	27,378.70	330,564.00	303,185.30	8.3
100-60-6041 UTILITY BENEFIT	4,473.17	4,473.17	59,280.00	54,806.83	7.6
100-60-6061 TRAVEL/TRAINING	388.70	388.70	31,600.00	31,211.30	1.2
100-60-6100 SUPPLIES	3,026.32	3,026.32	25,200.00	22,173.68	12.0
100-60-6103 WEARING APPAREL	834.20	834.20	13,214.00	12,379.80	6.3
100-60-6150 GASOLINE/DIESEL/OIL	2,610.94	2,610.94	13,500.00	10,889.06	19.3
100-60-6153 HEATING FUEL	2,956.26	2,956.26	20,000.00	17,043.74	14.8
100-60-6155 WATER/SEWER/GARBAGE	.00	.00	4,459.00	4,459.00	.0
100-60-6160 ELECTRICITY	1,257.90	1,257.90	18,205.00	16,947.10	6.9
100-60-6170 TELEPHONE	628.98	628.98	2,500.00	1,871.02	25.2
100-60-6171 STAFF CELLULAR PHONES	661.05	661.05	5,000.00	4,338.95	13.2
100-60-6200 MINOR EQUIPMENT	3,419.16	3,419.16	21,000.00	17,580.84	16.3
100-60-6230 VEHICLE MAINT/REPAIR	1,359.47	1,359.47	18,000.00	16,640.53	7.6
100-60-6231 VEHICLE PARTS & TOOLS	1,757.06	1,757.06	48,000.00	46,242.94	3.7
100-60-6240 PROPERTY MAINT	57.96	57.96	33,000.00	32,942.04	.2
100-60-6335 OTHER PURCHASED SERVICES	3,014.03	3,014.03	34,100.00	31,085.97	8.8
100-60-6400 INSURANCE	16,986.24	16,986.24	76,777.00	59,790.76	22.1
100-60-6502 ADVERTISING	575.00	575.00	1,800.00	1,225.00	31.9
100-60-6503 DUES & SUBSCRIPTIONS	3,535.53	3,535.53	9,500.00	5,964.47	37.2
100-60-6534 COLLECTION/SMALL CLAIMS	.00	.00	31,200.00	31,200.00	.0
100-60-6537 FIRE PREVENTION PROGRAM	.00	.00	5,200.00	5,200.00	.0
100-60-6539 MISCELLANEOUS EXPENSES	.00	.00	1,500.00	1,500.00	.0
100-60-6711 ADMIN OVERHEAD-IT SVCS	4,191.85	4,191.85	33,260.00	29,068.15	12.6
100-60-6890 CAPITAL EXPENDITURES	.00	.00	449,815.00	449,815.00	.0
100-60-9649 VOLUNTEER STIPEND	(160.00)	(160.00)	20,000.00	20,160.00	(.8)
100-60-9697 FORD EXPEDITION COMMAND VEHIC	.00	.00	7,974.00	7,974.00	.0
TOTAL FIRE DEPARTMENT	272,782.03	272,782.03	2,551,133.00	2,278,350.97	10.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
100-61-6000 SALARIES	249,804.48	249,804.48	2,028,234.00	1,778,429.52	12.3
100-61-6002 RELOCATION EXPENSES	.00	.00	10,000.00	10,000.00	.0
100-61-6003 RECRUITMENT COSTS	1,500.00	1,500.00	.00	(1,500.00)	.0
100-61-6010 OVERTIME	45,942.42	45,942.42	240,000.00	194,057.58	19.1
100-61-6022 HOLIDAY PAY	10,166.54	10,166.54	.00	(10,166.54)	.0
100-61-6023 LEAVE CASHOUT	.00	.00	118,023.00	118,023.00	.0
100-61-6031 PAYABLE MEDICARE FICA	4,473.23	4,473.23	28,522.00	24,048.77	15.7
100-61-6032 UNEMPLOYMENT	.00	.00	40,375.00	40,375.00	.0
100-61-6033 WORKERS' COMPENSATION	8,864.12	8,864.12	58,595.00	49,730.88	15.1
100-61-6034 PERS	66,866.56	66,866.56	499,012.00	432,145.44	13.4
100-61-6040 EMPLOYEE GROUP BENEFITS	33,939.24	33,939.24	737,412.00	703,472.76	4.6
100-61-6041 UTILITY BENEFIT	9,544.80	9,544.80	132,240.00	122,695.20	7.2
100-61-6060 TRAVEL/TRAINING	26,924.18	26,924.18	50,000.00	23,075.82	53.9
100-61-6100 SUPPLIES	2,916.12	2,916.12	27,000.00	24,083.88	10.8
100-61-6102 SART EXAMS	.00	.00	10,000.00	10,000.00	.0
100-61-6103 EMPLOYEE WEARING APPAREL	.00	.00	20,000.00	20,000.00	.0
100-61-6150 GASOLINE/DIESEL/OIL	10,502.42	10,502.42	36,000.00	25,497.58	29.2
100-61-6153 HEATING FUEL	3,298.00	3,298.00	26,000.00	22,702.00	12.7
100-61-6155 WATER/SEWER/GARBAGE	1,330.18	1,330.18	8,397.00	7,066.82	15.8
100-61-6160 ELECTRICITY	3,116.56	3,116.56	42,465.00	39,348.44	7.3
100-61-6170 TELEPHONE	3,480.07	3,480.07	19,000.00	15,519.93	18.3
100-61-6171 STAFF CELLULAR PHONES	4,291.98	4,291.98	10,000.00	5,708.02	42.9
100-61-6200 MINOR EQUIPMENT	1,846.16	1,846.16	25,000.00	23,153.84	7.4
100-61-6230 VEHICLE MAINT/REPAIR	2,718.94	2,718.94	17,554.00	14,835.06	15.5
100-61-6231 VEHICLE PARTS & TOOLS	6,766.21	6,766.21	8,000.00	1,233.79	84.6
100-61-6320 OTHER PROFESSIONAL FEES	2,094.60	2,094.60	.00	(2,094.60)	.0
100-61-6335 OTHER PURCHASED SERVICES	2,912.59	2,912.59	35,000.00	32,087.41	8.3
100-61-6400 INSURANCE	39,300.46	39,300.46	109,232.00	69,931.54	36.0
100-61-6401 INSURANCE-DED EXP & OTHER	.00	.00	15,000.00	15,000.00	.0
100-61-6503 DUES & SUBSCRIPTIONS	32.55	32.55	1,000.00	967.45	3.3
100-61-6539 MISCELLANEOUS EXPENSES	45.48	45.48	.00	(45.48)	.0
100-61-6711 ADMIN OVERHEAD-IT SVCS	14,988.32	14,988.32	33,260.00	18,271.68	45.1
100-61-6890 CAP EXP	.00	.00	949,778.00	949,778.00	.0
100-61-6891 VEHICLES	.00	.00	246,756.45	246,756.45	.0
 TOTAL POLICE	 557,666.21	 557,666.21	 5,581,855.45	 5,024,189.24	 10.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS-ADMIN</u>					
100-65-6000 SALARIES	4,070.64	4,070.64	42,969.00	38,898.36	9.5
100-65-6010 OVERTIME	.00	.00	3,000.00	3,000.00	.0
100-65-6023 LEAVE CASHOUT	.00	.00	152.00	152.00	.0
100-65-6031 PAYABLE MEDICARE FICA	50.13	50.13	445.00	394.87	11.3
100-65-6032 UNEMPLOYMENT	.00	.00	547.00	547.00	.0
100-65-6033 WORKERS' COMPENSATION	8.06	8.06	793.00	784.94	1.0
100-65-6034 PERS	895.54	895.54	6,757.00	5,861.46	13.3
100-65-6040 EMPLOYEE GROUP BENEFITS	780.23	780.23	7,628.00	6,847.77	10.2
100-65-6041 UTILITY BENEFIT	135.97	135.97	1,368.00	1,232.03	9.9
100-65-6060 TRAVEL/TRAINING	.00	.00	10,000.00	10,000.00	.0
100-65-6100 SUPPLIES	42.39	42.39	4,000.00	3,957.61	1.1
100-65-6150 GASOLINE/DIESEL/OIL	.00	.00	5,000.00	5,000.00	.0
100-65-6153 HEATING FUEL	2,215.21	2,215.21	8,200.00	5,984.79	27.0
100-65-6155 WATER/SEWER/GARBAGE	4,184.71	4,184.71	1,038.00	(3,146.71)	403.2
100-65-6160 ELECTRICITY	146.49	146.49	1,876.00	1,729.51	7.8
100-65-6170 TELEPHONE	6.70	6.70	50.00	43.30	13.4
100-65-6171 STAFF CELLULAR PHONES	286.80	286.80	2,000.00	1,713.20	14.3
100-65-6230 VEHICLE MAINT/REPAIR	407.84	407.84	2,457.00	2,049.16	16.6
100-65-6231 VEHICLE PARTS & TOOLS	176.49	176.49	3,000.00	2,823.51	5.9
100-65-6324 PLANNING/ENGINEERING FEES	2,273.55	2,273.55	.00	(2,273.55)	.0
100-65-6335 OTHER PURCHASED SERVICES	.00	.00	71,208.00	71,208.00	.0
100-65-6400 INSURANCE	482.02	482.02	21,090.00	20,607.98	2.3
100-65-6503 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
100-65-6539 MISCELLANEOUS EXPENSES	407.04	407.04	3,000.00	2,592.96	13.6
100-65-6711 ADMIN OVERHEAD-IT SVCS	3,850.66	3,850.66	33,260.00	29,409.34	11.6
100-65-6890 CAPITAL EXPENDITURES	2,273.55	2,273.55	.00	(2,273.55)	.0
100-65-6893 CITY SHOP FLOOR REPAIR	.00	.00	40,000.00	40,000.00	.0
TOTAL PUBLIC WORKS-ADMIN	22,694.02	22,694.02	270,338.00	247,643.98	8.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PW-STREETS & ROADS</u>					
100-66-6000 SALARIES	50,361.79	50,361.79	433,208.00	382,846.21	11.6
100-66-6010 OVERTIME	6,059.65	6,059.65	35,000.00	28,940.35	17.3
100-66-6022 HOLIDAY PAY	1,302.60	1,302.60	.00	(1,302.60)	.0
100-66-6023 LEAVE CASHOUT	.00	.00	12,484.00	12,484.00	.0
100-66-6031 PAYABLE MEDICARE FICA	855.33	855.33	6,789.00	5,933.67	12.6
100-66-6032 UNEMPLOYMENT	.00	.00	8,334.00	8,334.00	.0
100-66-6033 WORKERS' COMPENSATION	2,635.92	2,635.92	12,095.00	9,459.08	21.8
100-66-6034 PERS	12,699.28	12,699.28	103,006.00	90,306.72	12.3
100-66-6040 EMPLOYEE GROUP BENEFITS	12,318.79	12,318.79	132,988.00	120,669.21	9.3
100-66-6041 UTILITY BENEFIT	2,331.24	2,331.24	23,849.00	21,517.76	9.8
100-66-6100 SUPPLIES	415.97	415.97	4,500.00	4,084.03	9.2
100-66-6103 WEARING APPAREL	.00	.00	4,000.00	4,000.00	.0
100-66-6111 SIGNS	.00	.00	4,500.00	4,500.00	.0
100-66-6131 STREET MAINT GRAVEL	621,239.85	621,239.85	530,000.00	(91,239.85)	117.2
100-66-6132 SALT	27,028.89	27,028.89	50,000.00	22,971.11	54.1
100-66-6140 CALCIUM CHLORIDE	59,601.16	59,601.16	50,000.00	(9,601.16)	119.2
100-66-6150 GASOLINE/DIESEL/OIL	4,368.62	4,368.62	70,000.00	65,631.38	6.2
100-66-6153 HEATING FUEL	14,033.55	14,033.55	11,168.00	(2,865.55)	125.7
100-66-6155 WATER/SEWER/GARBAGE	.00	.00	2,853.00	2,853.00	.0
100-66-6160 ELECTRICITY	167.20	167.20	2,136.00	1,968.80	7.8
100-66-6161 ELECTRICITY (STREET LTS)	1,990.93	1,990.93	60,000.00	58,009.07	3.3
100-66-6170 TELEPHONE	3.35	3.35	50.00	46.65	6.7
100-66-6171 STAFF CELLULAR PHONES	430.20	430.20	2,500.00	2,069.80	17.2
100-66-6200 MINOR EQUIPMENT	.00	.00	10,000.00	10,000.00	.0
100-66-6230 VEHICLE MAINT/REPAIR	20,392.06	20,392.06	146,047.00	125,654.94	14.0
100-66-6231 VEHICLE PARTS & TOOLS	10,745.23	10,745.23	70,000.00	59,254.77	15.4
100-66-6232 TIRES & WHEELS	.00	.00	18,000.00	18,000.00	.0
100-66-6250 STREET LIGHT MT & POLE RENTAL	.00	.00	20,000.00	20,000.00	.0
100-66-6400 INSURANCE	4,148.30	4,148.30	45,000.00	40,851.70	9.2
100-66-6530 FINANCE CHARGES/PENALTIES	7.04	7.04	.00	(7.04)	.0
100-66-6711 ADMIN OVERHEAD-IT SVCS	3,509.46	3,509.46	33,260.00	29,750.54	10.6
100-66-6892 CAPTIAL EQUIPMENT	.00	.00	1,575,000.00	1,575,000.00	.0
100-66-9694 CAT 4WD EXTEND-A-HOE BKHOE	.00	.00	170,413.00	170,413.00	.0
100-66-9702 INSTALLATION OF 36" CULVERT	.00	.00	27,073.00	27,073.00	.0
100-66-9703 STIP MATCH OR GRAVEL FOR ROADS	.00	.00	1,095,004.00	1,095,004.00	.0
100-66-9704 DUMP TRUCKS	.00	.00	186,380.00	186,380.00	.0
100-66-9705 CATERPILLAR ATTACHMENTS	.00	.00	257,422.00	257,422.00	.0
100-66-9706 CATERPILLAR HENJE HI-GATE	4,912.41	4,912.41	732.00	(4,180.41)	671.1
100-66-9708 BUS BARN IMPROVEMENTS	.00	.00	110,416.00	110,416.00	.0
100-66-9772 CULVERTS 18"	.00	.00	6,884.00	6,884.00	.0
TOTAL PW-STREETS & ROADS	861,558.82	861,558.82	5,331,091.00	4,469,532.18	16.2

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROPERTY MAINTENANCE</u>					
100-70-6000 SALARIES	44,765.44	44,765.44	345,832.00	301,066.56	12.9
100-70-6010 OVERTIME	11,537.50	11,537.50	50,000.00	38,462.50	23.1
100-70-6022 HOLIDAY PAY	1,269.96	1,269.96	.00	(1,269.96)	.0
100-70-6023 LEAVE CASHOUT	.00	.00	6,751.00	6,751.00	.0
100-70-6030 SOCIAL SECURITY EXPENSE	239.67	239.67	1,790.00	1,550.33	13.4
100-70-6031 PAYABLE MEDICARE FICA	858.43	858.43	5,740.00	4,881.57	15.0
100-70-6032 UNEMPLOYMENT	.00	.00	7,046.00	7,046.00	.0
100-70-6033 WORKERS' COMPENSATION	1,549.02	1,549.02	10,226.00	8,676.98	15.2
100-70-6034 PERS	11,815.61	11,815.61	87,083.00	75,267.39	13.6
100-70-6040 EMPLOYEE GROUP BENEFITS	20,045.09	20,045.09	129,683.00	109,637.91	15.5
100-70-6041 UTILITY BENEFIT	4,833.99	4,833.99	23,256.00	18,422.01	20.8
100-70-6060 TRAVEL/TRAINING	.00	.00	8,000.00	8,000.00	.0
100-70-6100 SUPPLIES	73.94	73.94	5,000.00	4,926.06	1.5
100-70-6103 WEARING APPAREL	1,107.58	1,107.58	5,000.00	3,892.42	22.2
100-70-6105 CLEANUP GREENUP SUPPLIES	180.92	180.92	700.00	519.08	25.9
100-70-6106 PAINT SUPPLIES	(159.53)	(159.53)	2,000.00	2,159.53	(8.0)
100-70-6107 ELECTRICAL SUPPLIES	1,311.25	1,311.25	7,000.00	5,688.75	18.7
100-70-6108 PLUMBING SUPPLIES	414.74	414.74	7,000.00	6,585.26	5.9
100-70-6110 MATERIALS	1,322.80	1,322.80	5,000.00	3,677.20	26.5
100-70-6111 BOARDWALK REPAIR SUPPLIES	(4,066.51)	(4,066.51)	10,000.00	14,066.51	(40.7)
100-70-6142 GLYCOL SUPPLIES	.00	.00	15,000.00	15,000.00	.0
100-70-6150 GASOLINE/DIESEL/OIL	1,832.02	1,832.02	10,000.00	8,167.98	18.3
100-70-6153 HEATING FUEL	.00	.00	28,924.00	28,924.00	.0
100-70-6155 WATER/SEWER/GARBAGE	274.82	274.82	17,268.00	16,993.18	1.6
100-70-6160 ELECTRICITY	664.80	664.80	9,783.00	9,118.20	6.8
100-70-6170 TELEPHONE	7.85	7.85	100.00	92.15	7.9
100-70-6171 STAFF CELLULAR PHONES	273.18	273.18	1,680.00	1,406.82	16.3
100-70-6200 MINOR EQUIPMENT	2,967.20	2,967.20	8,000.00	5,032.80	37.1
100-70-6201 BOILER EXPENSE	4,857.05	4,857.05	25,000.00	20,142.95	19.4
100-70-6230 VEHICLE MAINT/REPAIR	815.69	815.69	5,713.00	4,897.31	14.3
100-70-6231 VEHICLE PARTS & TOOLS	8.88	8.88	10,000.00	9,991.12	.1
100-70-6240 WIND TURBINE CONTRACT	7,200.00	7,200.00	11,000.00	3,800.00	65.5
100-70-6241 PARKS MAINTENANCE	229.14	229.14	45,000.00	44,770.86	.5
100-70-6242 BOARDWALK LIGHTING PROJECT	.00	.00	43,373.00	43,373.00	.0
100-70-6250 CARPENTRY EXPENSE	.00	.00	5,000.00	5,000.00	.0
100-70-6335 OTHER PURCHASED SERVICES	1,378.00	1,378.00	25,000.00	23,622.00	5.5
100-70-6400 INSURANCE	2,249.36	2,249.36	34,758.00	32,508.64	6.5
100-70-6510 4TH OF JULY	1,000.00	1,000.00	400.00	(600.00)	250.0
100-70-6539 MISCELLANEOUS EXPENSES	.00	.00	1,300.00	1,300.00	.0
100-70-6700 INDIRECT COST RECOVERY	(45,624.90)	(45,624.90)	(346,153.00)	(300,528.10)	(13.2)
100-70-6711 ADMIN OVERHEAD-IT SVCS	6,677.73	6,677.73	33,260.00	26,582.27	20.1
100-70-6890 CAPITAL EXPENDITURES	.00	.00	200,000.00	200,000.00	.0
100-70-9596 FIRE SUPPRESSION & INSPECTION	.00	.00	7,313.00	7,313.00	.0
100-70-9696 TWO 3/4 TON PICK UP TRUCKS	.00	.00	106,832.00	106,832.00	.0
100-70-9697 CITY HALL IMPROVEMENTS	.00	.00	436,236.00	436,236.00	.0
100-70-9698 SCISSOR LIFT	.00	.00	18,138.00	18,138.00	.0
100-70-9699 JOHN DEERE 5 SERIES	.00	.00	100,000.00	100,000.00	.0
TOTAL PROPERTY MAINTENANCE	81,910.72	81,910.72	1,570,032.00	1,488,121.28	5.2

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 71</u>					
100-71-6153 HEATING FUEL	443.04	443.04	.00	(443.04)	.0
TOTAL DEPARTMENT 71	443.04	443.04	.00	(443.04)	.0
<u>COMMUNITY SERVICE</u>					
100-72-6155 SENIOR CTR - W/S/G ONC	.00	.00	33,520.00	33,520.00	.0
100-72-6171 BETHEL FRIENDS OF CANINES	102,000.00	102,000.00	85,000.00	(17,000.00)	120.0
100-72-6430 COMMUNITY ACTION GRANT	28,500.00	28,500.00	100,000.00	71,500.00	28.5
100-72-6431 UAF 4-H CONTRIBUTION	.00	.00	112,000.00	112,000.00	.0
100-72-6509 LIBRARY CONTRIBUTION	.00	.00	72,600.00	72,600.00	.0
100-72-6512 DONATION-ICE ROAD MAINTENANCE	.00	.00	9,000.00	9,000.00	.0
100-72-9755 BETHEL SEARCH & RESCUE	.00	.00	20,000.00	20,000.00	.0
TOTAL COMMUNITY SERVICE	130,500.00	130,500.00	432,120.00	301,620.00	30.2
<u>IN KIND MATCH & TRANSFERS</u>					
100-73-6640 CASH XFER POOL F40- SALES TAX	117,168.00	117,168.00	649,740.00	532,572.00	18.0
100-73-6641 CASH XFER POOL F40- ALCO TAX	2,197.00	2,197.00	16,650.00	14,453.00	13.2
100-73-6643 CASH XFER- FUND	8,429.00	8,429.00	.00	(8,429.00)	.0
100-73-6647 CASH XFER-FLEET REPLACE FUND	.00	.00	125,000.00	125,000.00	.0
100-73-6667 XFER FROM POOL F40-AK REMOTEST	.00	.00	49,980.00	49,980.00	.0
100-73-9552 XFER FROM GF: MARIJUANA TAX	4,752.00	4,752.00	28,305.00	23,553.00	16.8
TOTAL IN KIND MATCH & TRANSFERS	132,546.00	132,546.00	869,675.00	737,129.00	15.2
TOTAL FUND EXPENDITURES	2,432,751.41	2,432,751.41	19,647,203.45	17,214,452.04	12.4
NET REVENUE OVER EXPENDITURES	618,184.83	618,184.83	(6,202,963.45)	(6,821,148.28)	10.0

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

"1ST 100 YEARS" PUBLICATION

ASSETS

110-10100	CASH IN COMBINED FUND	35.00	
110-13900	100 YR BOOK INVENTORY	(35.00)	
	TOTAL ASSETS		.00

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

BPD EVIDENCE HOLDING ACCT

ASSETS

140-10300	NBA-BPD EVIDENCE-CHKING	13,509.59	
140-18000	SUSPENSE-HOLDING	(12,622.49)	
	TOTAL ASSETS		887.10

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

POLICE ASSET FORFEITURE

ASSETS

160-10100	CASH IN COMBINED FUND	(	66,780.50)	
160-10300	BPD ASSET FORFEITURE - SAVINGS		5,407.63	
	TOTAL ASSETS		(	61,372.87)

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
REVENUE OVER EXPENDITURES - YTD	1.84			
BALANCE - CURRENT DATE		1.84		
TOTAL FUND EQUITY			1.84	
TOTAL LIABILITIES AND EQUITY			1.84	

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

POLICE ASSET FORFEITURE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
160-49-4590	INVESTMENT INCOME	1.84	1.84	.00	(1.84)	.0
	TOTAL MISCELLANEOUS REVENUE	1.84	1.84	.00	(1.84)	.0
	TOTAL FUND REVENUE	1.84	1.84	.00	(1.84)	.0
	NET REVENUE OVER EXPENDITURES	1.84	1.84	.00	(1.84)	.0

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

VSW-HEAT TRACE REPLACEMENT

ASSETS

170-10100	CASH IN COMBINED FUND	(	15,408.79)	
170-12000	ACCOUNTS RECEIVABLE		15,408.79	
	TOTAL ASSETS			.00

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

BOARDWALK LIGHTING PROJECT

ASSETS

180-10100	CASH IN COMBINED FUND	88,148.05	
	TOTAL ASSETS		88,148.05

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

AVENUES W&S GRANT USDA

ASSETS

190-10100	CASH IN COMBINED FUND	(	6,798.94)
	TOTAL ASSETS	(	6,798.94)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

AVENUES W&S LOAN USDA

ASSETS

200-10100	CASH IN COMBINED FUND	(2,803,492.91)	
	TOTAL ASSETS		(2,803,492.91)

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	(36,762.05)		
BALANCE - CURRENT DATE		(36,762.05)	
TOTAL FUND EQUITY			(36,762.05)
TOTAL LIABILITIES AND EQUITY			(36,762.05)

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

AVENUES W&S LOAN USDA

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CITY SHOP FLOOR REPAIR</u>					
200-50-6530	FINANCE CHARGES/PENALTIES	14,636.60	14,636.60	.00	(14,636.60)	.0
200-50-9690	USDA LOAN AVENUES	22,125.45	22,125.45	.00	(22,125.45)	.0
	TOTAL CITY SHOP FLOOR REPAIR	36,762.05	36,762.05	.00	(36,762.05)	.0
	TOTAL FUND EXPENDITURES	36,762.05	36,762.05	.00	(36,762.05)	.0
	NET REVENUE OVER EXPENDITURES	(36,762.05)	(36,762.05)	.00	36,762.05	.0

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

LAND PLANNING AND DEVELOPMENT

ASSETS

250-10100 CASH IN COMBINED FUND

21,172.97

TOTAL ASSETS

21,172.97

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

PARKS DEVELOPMENT FUND

ASSETS

260-10100	CASH IN COMBINED FUND	40,845.33	
	TOTAL ASSETS		40,845.33

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

COMMUNITY SERVICE PATROL GRANT

ASSETS

270-10100	CASH IN COMBINED FUND	(250,723.02)	
	TOTAL ASSETS		(250,723.02)

LIABILITIES AND EQUITY

LIABILITIES

270-20100	VOUCHERS PAYABLE	227.30	
270-21000	ACCRUED PAYROLL	7,987.00	
	TOTAL LIABILITIES		8,214.30

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	(30,768.71)		
BALANCE - CURRENT DATE	(30,768.71)		
TOTAL FUND EQUITY		(30,768.71)	
TOTAL LIABILITIES AND EQUITY		(22,554.41)	

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

COMMUNITY SERVICE PATROL GRANT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
270-42-4200 GRANT REVENUE	11,577.95	11,577.95	.00	(11,577.95)	.0
TOTAL SOURCE 42	11,577.95	11,577.95	.00	(11,577.95)	.0
TOTAL FUND REVENUE	11,577.95	11,577.95	.00	(11,577.95)	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

COMMUNITY SERVICE PATROL GRANT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CSP PROGRAM</u>					
270-50-6000 SALARIES	23,051.86	23,051.86	153,046.00	129,994.14	15.1
270-50-6010 OVERTIME	1,105.56	1,105.56	15,000.00	13,894.44	7.4
270-50-6022 HOLIDAY PAY	660.47	660.47	.00	(660.47)	.0
270-50-6023 LEAVE CASHOUT	.00	.00	7,219.00	7,219.00	.0
270-50-6031 PAYABLE MEDICARE FICA	371.13	371.13	2,437.00	2,065.87	15.2
270-50-6032 UNEMPLOYMENT	.00	.00	2,991.00	2,991.00	.0
270-50-6033 WORKERS' COMPENSATION	695.08	695.08	4,341.00	3,645.92	16.0
270-50-6034 PERS	5,459.94	5,459.94	36,970.00	31,510.06	14.8
270-50-6040 EMPLOYEE GROUP BENEFITS	7,824.87	7,824.87	76,284.00	68,459.13	10.3
270-50-6041 UTILITY BENEFIT	1,036.02	1,036.02	13,680.00	12,643.98	7.6
270-50-6100 SUPPLIES	.00	.00	4,000.00	4,000.00	.0
270-50-6103 WEARING APPAREL	.00	.00	1,800.00	1,800.00	.0
270-50-6150 GASOLINE/DIESEL/OIL	1,634.13	1,634.13	16,000.00	14,365.87	10.2
270-50-6153 HEATING FUEL	(58.82)	(58.82)	88.00	146.82	(66.8)
270-50-6171 STAFF CELLULAR PHONES	.00	.00	1,500.00	1,500.00	.0
270-50-6400 INSURANCE	566.42	566.42	15,686.00	15,119.58	3.6
270-50-6440 IN-KIND EXPENSES	.00	.00	32,308.00	32,308.00	.0
TOTAL CSP PROGRAM	42,346.66	42,346.66	383,350.00	341,003.34	11.1
TOTAL FUND EXPENDITURES	42,346.66	42,346.66	383,350.00	341,003.34	11.1
NET REVENUE OVER EXPENDITURES	(30,768.71)	(30,768.71)	(383,350.00)	(352,581.29)	(8.0)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

RECOVERY ACT JAG GRANT

ASSETS

280-10100	CASH IN COMBINED FUND	(	14,021.93)	
	TOTAL ASSETS		(	14,021.93)

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
REVENUE OVER EXPENDITURES - YTD	(	3,013.03)		
BALANCE - CURRENT DATE	(	3,013.03)		
TOTAL FUND EQUITY			(	3,013.03)
TOTAL LIABILITIES AND EQUITY			(	3,013.03)

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

RECOVERY ACT JAG GRANT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 60</u>					
280-60-6060	TRAVEL/TRAINING (9413)	3,013.03	3,013.03	.00	(3,013.03)	.0
	TOTAL DEPARTMENT 60	3,013.03	3,013.03	.00	(3,013.03)	.0
	TOTAL FUND EXPENDITURES	3,013.03	3,013.03	.00	(3,013.03)	.0
	NET REVENUE OVER EXPENDITURES	(3,013.03)	(3,013.03)	.00	3,013.03	.0

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

YK REG AQUA HLTH & SAFETY CTR

ASSETS

400-10100	CASH IN COMBINED FUND	(	2,034,503.32)	
400-11220	INVESTMENT-AMLIP YKHF		3,997,573.09	
400-12020	DUE TO/FROM POOL MGMT CO.		122,553.01	
400-13200	INVENTORY-HEATING FUEL		22,058.55	
400-15200	CONSTRUCTION IN PROGRESS		338,502.11	
400-15400	BUILDINGS		21,831,540.08	
400-15500	MACHINERY & EQUIPMENT		1,465,627.00	
400-16400	ACCUM DEPR - BUILDINGS	(	4,852,534.32)	
400-16500	ACCUM DEPR - M & E	(	584,060.27)	
400-18000	SUSPENSE		385,430.00	
TOTAL ASSETS				20,692,185.93

LIABILITIES AND EQUITY

LIABILITIES

400-20100	VOUCHERS PAYABLE		163,282.31	
TOTAL LIABILITIES				163,282.31

FUND EQUITY

400-26000	DEFERRED REVENUE		15,000.00	
UNAPPROPRIATED FUND BALANCE:				
REVENUE OVER EXPENDITURES - YTD				
		(	48,207.11)	
BALANCE - CURRENT DATE				
		(	48,207.11)	
TOTAL FUND EQUITY				(33,207.11)
TOTAL LIABILITIES AND EQUITY				130,075.20

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 43</u>					
400-43-4360 PRO-SHOP REVENUE	4,621.00	4,621.00	40,000.00	35,379.00	11.6
400-43-4361 CONCESSION REVENUE	5,143.00	5,143.00	60,000.00	54,857.00	8.6
400-43-4362 ENTRY FEE	9,545.00	9,545.00	100,000.00	90,455.00	9.6
400-43-4369 PROGRAM FEES	4,051.00	4,051.00	50,000.00	45,949.00	8.1
400-43-4440 FACILITY RENTAL	595.00	595.00	25,500.00	24,905.00	2.3
400-43-9420 MEMBERSHIPS	14,264.00	14,264.00	260,000.00	245,736.00	5.5
TOTAL SOURCE 43	38,219.00	38,219.00	535,500.00	497,281.00	7.1
<u>TRANSFERS IN</u>					
400-46-4300 LOCAL SOURCES-SALES TAX REV	117,168.00	117,168.00	649,740.00	532,572.00	18.0
400-46-4330 LOCAL SOURCES-ALCOHOLTAX REV	2,197.00	2,197.00	16,650.00	14,453.00	13.2
400-46-9415 ALASKA REMOTE SALES TAX	8,429.00	8,429.00	49,980.00	41,551.00	16.9
400-46-9417 XFER FROM GF: MARIJUANA TAX	4,752.00	4,752.00	28,305.00	23,553.00	16.8
TOTAL TRANSFERS IN	132,546.00	132,546.00	744,675.00	612,129.00	17.8
<u>MISCELLANEOUS</u>					
400-49-4560 PUBLIC DONATIONS	3,037.00	3,037.00	.00	(3,037.00)	.0
400-49-4590 INVESTMENT INCOME	7,577.50	7,577.50	2,000.00	(5,577.50)	378.9
TOTAL MISCELLANEOUS	10,614.50	10,614.50	2,000.00	(8,614.50)	530.7
TOTAL FUND REVENUE	181,379.50	181,379.50	1,282,175.00	1,100,795.50	14.2

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LOCAL FUNDED EXPENDITURES</u>					
400-50-6000 SALARIES	26,271.79	26,271.79	.00 (	26,271.79)	.0
400-50-6100 SUPPLIES	27,090.03	27,090.03	.00 (	27,090.03)	.0
400-50-6150 GASOLINE/DIESEL/OIL	318.85	318.85	3,500.00	3,181.15	9.1
400-50-6153 HEATING FUEL	33,262.14	33,262.14	175,392.00	142,129.86	19.0
400-50-6155 WATER/SEWER/GARBAGE	13,049.33	13,049.33	56,650.00	43,600.67	23.0
400-50-6160 ELECTRICITY	8,371.26	8,371.26	91,421.00	83,049.74	9.2
400-50-6170 TELEPHONE	251.54	251.54	1,300.00	1,048.46	19.4
400-50-6230 VEHICLE MAINT/REPAIR	.00	.00	97.00	97.00	.0
400-50-6240 PROP MAINT	10,400.94	10,400.94	50,000.00	39,599.06	20.8
400-50-6241 ICR-PROPERTY MAINTENANCE-5%	.00	.00	55,407.00	55,407.00	.0
400-50-6320 OTHER PROFESSIONAL FEES	.00	.00	157,570.00	157,570.00	.0
400-50-6326 CONTRACTOR FEES	15,509.61	15,509.61	793,100.00	777,590.39	2.0
400-50-6335 OTHER PURCHASED SERVICES	.00	.00	10,000.00	10,000.00	.0
400-50-6400 INSURANCE	12,424.30	12,424.30	40,939.00	28,514.70	30.4
400-50-6710 ADMIN OVERHEAD-GF	5,480.49	5,480.49	21,819.00	16,338.51	25.1
400-50-6711 ADMIN OVERHEAD-IT SVCS	10,382.16	10,382.16	33,260.00	22,877.84	31.2
400-50-9691 FEASIBILTY STUDY	.00	.00	21,928.00	21,928.00	.0
400-50-9692 REPAIRS	66,774.17	66,774.17	784,230.00	717,455.83	8.5
TOTAL LOCAL FUNDED EXPENDITURES	229,586.61	229,586.61	2,296,613.00	2,067,026.39	10.0
TOTAL FUND EXPENDITURES	229,586.61	229,586.61	2,296,613.00	2,067,026.39	10.0
NET REVENUE OVER EXPENDITURES	(48,207.11)	(48,207.11)	(1,014,438.00)	(966,230.89)	(4.8)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

E-911 SYSTEM/SURCHARGE

ASSETS

410-10100	CASH IN COMBINED FUND	56,298.71	
	TOTAL ASSETS		56,298.71

LIABILITIES AND EQUITY

LIABILITIES

410-20100	VOUCHERS PAYABLE	2,465.50	
410-21000	ACCRUED PAYROLL	2,696.66	
	TOTAL LIABILITIES		5,162.16

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	(68,866.20)		
BALANCE - CURRENT DATE	(68,866.20)		
TOTAL FUND EQUITY		(68,866.20)	
TOTAL LIABILITIES AND EQUITY		(63,704.04)	

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

E-911 SYSTEM/SURCHARGE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>E-911 SURCHARGE</u>					
410-42-4428	SURCHARGE FROM UNITED UTL	24,355.68	24,355.68	144,000.00	119,644.32	16.9
	TOTAL E-911 SURCHARGE	24,355.68	24,355.68	144,000.00	119,644.32	16.9
	TOTAL FUND REVENUE	24,355.68	24,355.68	144,000.00	119,644.32	16.9

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

E-911 SYSTEM/SURCHARGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>E-911 SERVICES</u>					
410-50-6000 SALARIES	16,379.29	16,379.29	71,195.00	54,815.71	23.0
410-50-6010 OVERTIME	1,770.69	1,770.69	5,000.00	3,229.31	35.4
410-50-6022 HOLIDAY PAY	602.92	602.92	.00	(602.92)	.0
410-50-6023 LEAVE CASHOUT	.00	.00	3,491.00	3,491.00	.0
410-50-6031 PAYABLE MEDICARE FICA	294.76	294.76	1,105.00	810.24	26.7
410-50-6032 UNEMPLOYMENT	.00	.00	1,356.00	1,356.00	.0
410-50-6033 WORKERS' COMPENSATION	20.02	20.02	197.00	176.98	10.2
410-50-6034 PERS	4,125.64	4,125.64	16,763.00	12,637.36	24.6
410-50-6040 EMPLOYEE GROUP BENEFITS	5,212.76	5,212.76	27,971.00	22,758.24	18.6
410-50-6041 UTILITY BENEFIT	1,183.29	1,183.29	5,016.00	3,832.71	23.6
410-50-6335 OTHER PURCHASED SERVICES	57,490.35	57,490.35	60,000.00	2,509.65	95.8
410-50-6400 INSURANCE	398.16	398.16	6,022.00	5,623.84	6.6
410-50-6410 RENTS & LEASES	5,744.00	5,744.00	5,800.00	56.00	99.0
TOTAL E-911 SERVICES	93,221.88	93,221.88	203,916.00	110,694.12	45.7
TOTAL FUND EXPENDITURES	93,221.88	93,221.88	203,916.00	110,694.12	45.7
NET REVENUE OVER EXPENDITURES	(68,866.20)	(68,866.20)	(59,916.00)	8,950.20	(114.9)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

WATER & SEWER GRANT PROJECTS

ASSETS

430-10100	CASH IN COMBINED FUND	(	16,000.00)	
	TOTAL ASSETS		(	16,000.00)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

INSTITUTIONAL CORRIDOR PROJECT

ASSETS

450-10100	CASH IN COMBINED FUND	(	115,901.89)	
	TOTAL ASSETS		(	115,901.89)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

PORT OFFICE CP FUND

ASSETS

470-10100 CASH IN COMBINED FUND

(22,466.07)

TOTAL ASSETS

(22,466.07)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

F49 PORT MULTI-FACILITY IMPRV.

ASSETS

490-10100	CASH IN COMBINED FUND	(	22,200.00)	
	TOTAL ASSETS		(	22,200.00)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

SOLID WASTE SERVICES

ASSETS

500-10100	CASH IN COMBINED FUND	3,683,659.28	
500-12000	ACCOUNTS RECEIVABLE	152,155.28	
500-12900	ALLOWANCE FOR DOUBTFUL ACCTS	(26,196.24)	
500-13200	INVENTORY - HEATING FUEL	764.70	
500-13220	INVENTORY - DIESEL	2,352.91	
500-15100	LAND	18,252.00	
500-15400	BUILDINGS	96,568.13	
500-15500	MACHINERY & EQUIP-GENERAL	1,298,496.77	
500-15700	VEHICLES-GENERAL	939,511.30	
500-15900	PLANTS AND LINES-GENERAL	164,282.49	
500-16400	ACCUM DEPR - BUILDINGS	(61,780.13)	
500-16500	ACCUM DEP-M&E GENERAL	(719,099.22)	
500-16700	ACCUM DEPR - VEHICLES	(283,699.76)	
500-16900	ACCUM DEPR-PLANT/LINE-GNL	(27,973.35)	
500-19000	DEFERRED OUTFLOW-PENSION	48,886.49	
500-19001	OPEB DEFERRED OUTFLOW	34,759.00	
500-19002	OPEB ASSET	4,371.27	
	TOTAL ASSETS		5,325,310.92

LIABILITIES AND EQUITY

LIABILITIES

500-20100	VOUCHERS PAYABLE	1,049.34	
500-21000	ACCRUED PAYROLL	15,735.91	
500-22100	ACCRUED VACATION	41,869.30	
500-22200	VACATION/SICK LEAVE	4,954.42	
500-25000	PENSION LIABILITY	399,758.16	
500-25100	NET OPEB LIABILITY	16,377.04	
	TOTAL LIABILITIES		479,744.17

FUND EQUITY

500-27100	DEFERRED INFLOW-PENSION	24,080.90	
500-27101	OPEB DEFERRED INFLOW	18,892.96	
500-28500	LANDFILL CLOSURE.POSTCLOS	3,045,611.18	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(25,143.66)	
	BALANCE - CURRENT DATE	(25,143.66)	
	TOTAL FUND EQUITY		3,063,441.38
	TOTAL LIABILITIES AND EQUITY		3,543,185.55

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

SOLID WASTE SERVICES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SOLID WASTE & RECYLING</u>					
500-44-4396	COMMERCIAL GARBAGE PICKUP	127,361.71	127,361.71	765,774.00	638,412.29	16.6
500-44-4397	LANDFILL DUMP FEE	34,830.00	34,830.00	97,850.00	63,020.00	35.6
500-44-4398	RESIDENTIAL GARBAGE PICKUP	57,455.24	57,455.24	337,014.00	279,558.76	17.1
	TOTAL SOLID WASTE & RECYLING	219,646.95	219,646.95	1,200,638.00	980,991.05	18.3
	TOTAL FUND REVENUE	219,646.95	219,646.95	1,200,638.00	980,991.05	18.3

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED REFUSE</u>					
500-70-6000 SALARIES	15,145.00	15,145.00	135,392.00	120,247.00	11.2
500-70-6010 OVERTIME	905.61	905.61	10,250.00	9,344.39	8.8
500-70-6022 HOLIDAY PAY	689.98	689.98	.00 (	689.98)	.0
500-70-6023 LEAVE CASHOUT	.00	.00	7,282.00	7,282.00	.0
500-70-6030 SOCIAL SECURITY EXPENSE	.00	.00	1,790.00	1,790.00	.0
500-70-6031 PAYABLE MEDICARE FICA	233.23	233.23	2,112.00	1,878.77	11.0
500-70-6032 UNEMPLOYMENT	.00	.00	2,592.00	2,592.00	.0
500-70-6033 WORKERS' COMPENSATION	1,943.40	1,943.40	3,762.00	1,818.60	51.7
500-70-6034 PERS	3,682.93	3,682.93	32,041.00	28,358.07	11.5
500-70-6040 EMPLOYEE GROUP BENEFITS	2,352.58	2,352.58	27,971.00	25,618.42	8.4
500-70-6041 UTILITY BENEFIT	392.99	392.99	5,016.00	4,623.01	7.8
500-70-6100 SUPPLIES	150.99	150.99	500.00	349.01	30.2
500-70-6103 WEARING APPAREL	.00	.00	1,000.00	1,000.00	.0
500-70-6121 4 YD DUMPSTERS	.00	.00	60,000.00	60,000.00	.0
500-70-6150 GASOLINE/DIESEL/OIL	432.00	432.00	10,000.00	9,568.00	4.3
500-70-6230 VEHICLE MAINT/REPAIR	10,263.77	10,263.77	61,581.00	51,317.23	16.7
500-70-6231 VEHICLE PARTS & TOOLS	159.65	159.65	10,000.00	9,840.35	1.6
500-70-6232 TIRES & WHEELS	1,320.00	1,320.00	8,000.00	6,680.00	16.5
500-70-6335 OTHER PURCHASED SERVICES	.00	.00	1,000.00	1,000.00	.0
500-70-6400 INSURANCE	1,215.24	1,215.24	6,570.00	5,354.76	18.5
500-70-6600 BAD DEBTS EXPENSE	.00	.00	10,000.00	10,000.00	.0
500-70-6710 ADMIN OVERHEAD-GF	7,909.79	7,909.79	31,490.00	23,580.21	25.1
500-70-9693 REFUSE TRUCK	.00	.00	285,850.00	285,850.00	.0
500-70-9694 SINGLE AXLE REAR LOADER	.00	.00	170,336.00	170,336.00	.0
 TOTAL HAULED REFUSE	 46,797.16	 46,797.16	 884,535.00	 837,737.84	 5.3

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LANDFILL OPERATIONS</u>					
500-71-6000 SALARIES	30,195.15	30,195.15	182,076.00	151,880.85	16.6
500-71-6010 OVERTIME	7,128.78	7,128.78	20,000.00	12,871.22	35.6
500-71-6022 HOLIDAY PAY	805.61	805.61	.00	(805.61)	.0
500-71-6023 LEAVE CASHOUT	.00	.00	34,890.00	34,890.00	.0
500-71-6030 SOCIAL SECURITY EXPENSE	89.28	89.28	840.00	750.72	10.6
500-71-6031 PAYABLE MEDICARE FICA	559.25	559.25	2,930.00	2,370.75	19.1
500-71-6032 UNEMPLOYMENT	.00	.00	3,597.00	3,597.00	.0
500-71-6033 WORKERS' COMPENSATION	1,431.08	1,431.08	5,220.00	3,788.92	27.4
500-71-6034 PERS	8,071.71	8,071.71	44,457.00	36,385.29	18.2
500-71-6040 EMPLOYEE GROUP BENEFITS	4,287.24	4,287.24	66,113.00	61,825.76	6.5
500-71-6041 UTILITY BENEFIT	911.00	911.00	11,856.00	10,945.00	7.7
500-71-6060 TRAVEL/TRAINING	.00	.00	5,000.00	5,000.00	.0
500-71-6100 SUPPLIES	269.88	269.88	3,000.00	2,730.12	9.0
500-71-6103 WEARING APPAREL	.00	.00	3,000.00	3,000.00	.0
500-71-6132 SALT	27,028.89	27,028.89	30,000.00	2,971.11	90.1
500-71-6150 GASOLINE/DIESEL/OIL	1,220.64	1,220.64	15,000.00	13,779.36	8.1
500-71-6153 HEATING FUEL	5,793.01	5,793.01	6,145.00	351.99	94.3
500-71-6160 ELECTRICITY	163.01	163.01	4,296.00	4,132.99	3.8
500-71-6171 STAFF CELLULAR PHONES	143.40	143.40	1,000.00	856.60	14.3
500-71-6200 MINOR EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
500-71-6230 VEHICLE MAINT/REPAIR	11,197.47	11,197.47	67,728.00	56,530.53	16.5
500-71-6231 VEHICLE PARTS & TOOLS	696.02	696.02	10,000.00	9,303.98	7.0
500-71-6240 PROPERTY MAINT	3,802.08	3,802.08	28,137.00	24,334.92	13.5
500-71-6335 OTHER PURCHASED SERVICES	2,733.52	2,733.52	3,000.00	266.48	91.1
500-71-6400 INSURANCE	827.64	827.64	4,598.00	3,770.36	18.0
500-71-6503 DUES & SUBSCRIPTIONS	.00	.00	8,050.00	8,050.00	.0
500-71-6600 BAD DEBT EXPENSE	.00	.00	3,000.00	3,000.00	.0
500-71-6710 ADMIN OVERHEAD-GF	9,736.62	9,736.62	38,763.00	29,026.38	25.1
500-71-6711 ADMIN OVERHEAD-IT SVCS	3,814.10	3,814.10	33,260.00	29,445.90	11.5
500-71-6891 CAP EXP	.00	.00	530,000.00	530,000.00	.0
500-71-9695 HAMMEL DK SHREDDER	76,257.37	76,257.37	150,100.00	73,842.63	50.8
TOTAL LANDFILL OPERATIONS	197,162.75	197,162.75	1,321,056.00	1,123,893.25	14.9
<u>RECYCLING OPERATIONS</u>					
500-72-6153 HEATING FUEL	830.70	830.70	.00	(830.70)	.0
TOTAL RECYCLING OPERATIONS	830.70	830.70	.00	(830.70)	.0
TOTAL FUND EXPENDITURES	244,790.61	244,790.61	2,205,591.00	1,960,800.39	11.1
NET REVENUE OVER EXPENDITURES	(25,143.66)	(25,143.66)	(1,004,953.00)	(979,809.34)	(2.5)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

WATER & SEWER SERVICES

ASSETS

510-10100	CASH IN COMBINED FUND	5,511,280.24	
510-11240	INVESTMENT-AMLIP W SUBS	1,473,276.22	
510-11290	INVESTMENT-AMLIP S SUBS	822,811.19	
510-12000	ACCOUNTS RECEIVABLE	1,059,478.47	
510-12900	ALLOWANCE FOR DOUBTFUL ACCTS	(105,807.02)	
510-13200	HEATING FUEL INVENTORY	32,970.18	
510-13220	DIESEL FUEL INVENTORY	29,411.40	
510-15200	W/S CONSTRUCTION IN PROGRESS	1,569,254.07	
510-15300	IMPROVEMENTS	859,264.53	
510-15400	BUILDINGS	2,869,625.96	
510-15500	MACHINERY & EQUIP-GENERAL	854,810.78	
510-15700	VEHICLES-GENERAL	5,417,697.81	
510-15900	PLANTS AND LINES-GENERAL	48,481,946.34	
510-16400	ACCUM DEPR - BUILDINGS	(2,944,266.57)	
510-16500	ACCUM DEP-M&E GENERAL	(195,680.16)	
510-16700	ACCUM DEPR - VEHICLES	(2,920,136.60)	
510-16900	ACCUM DEPR-PLANT/LINE-GNL	(24,553,522.13)	
510-19000	DEFERRED OUTFLOW-PENSION	379,715.82	
510-19001	OPEB DEFERRED OUTFLOW	264,659.00	
510-19002	OPEB ASSET	30,301.19	
TOTAL ASSETS			38,937,090.72

LIABILITIES AND EQUITY

LIABILITIES

510-20100	VOUCHERS PAYABLE	33,580.91	
510-21000	ACCRUED PAYROLL	80,122.67	
510-22100	ACCRUED VACATION	143,485.02	
510-22200	VACATION/SICK LEAVE	13,624.65	
510-24000	USDA JETTY LOAN PAYABLE	869,078.91	
510-24010	NATLBANKAK LOANS PAYABLE	2,285,184.55	
510-25000	OPEB LIABILITY	3,218,883.80	
510-25900	DUE TO/FROM OTHER FUNDS	1,996,668.23	
TOTAL LIABILITIES			8,640,628.74

FUND EQUITY

510-26100	UTILITY DEPOSITS	361,471.94	
510-27100	DEFERRED INFLOW-PENSION	173,892.94	
510-27101	OPEB DEFERRED INFLOW	153,435.86	
510-27600	ACCRUED INTEREST PAYABLE	13,260.69	
UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD		477,084.96	
BALANCE - CURRENT DATE		477,084.96	
TOTAL FUND EQUITY			1,179,146.39

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

WATER & SEWER SERVICES

TOTAL LIABILITIES AND EQUITY

9,819,775.13

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

WATER & SEWER SERVICES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>WATER</u>					
510-42-4384	CONTRACT WATER	2,343.64	2,343.64	14,214.00	11,870.36	16.5
510-42-4386	METERED PIPED WATER COMM.	119,398.48	119,398.48	930,234.00	810,835.52	12.8
510-42-4387	UNMETERED PIPED WTR RESID	160,826.32	160,826.32	924,418.00	763,591.68	17.4
510-42-4389	PUMPHOUSE WATER	.00	.00	23,467.00	23,467.00	.0
510-42-4390	TRUCKED WATER	533,940.03	533,940.03	3,209,970.00	2,676,029.97	16.6
	TOTAL WATER	816,508.47	816,508.47	5,102,303.00	4,285,794.53	16.0
	<u>SEWER</u>					
510-43-4384	CONTRACT SEWER	8,991.82	8,991.82	13,917.00	4,925.18	64.6
510-43-4386	METERED PIPED SEWER COMM.	83,576.14	83,576.14	560,695.00	477,118.86	14.9
510-43-4387	UNMETERED PIPED SEWER RES	47,409.94	47,409.94	271,471.00	224,061.06	17.5
510-43-4390	TRUCKED SEWER (EVAC/HB)	306,057.47	306,057.47	1,816,269.00	1,510,211.53	16.9
	TOTAL SEWER	446,035.37	446,035.37	2,662,352.00	2,216,316.63	16.8
	<u>MISCELLANEOUS</u>					
510-45-4392	WATER SUBSCRIPTION FEES	34,113.67	34,113.67	197,063.00	162,949.33	17.3
510-45-4393	SEWER SUBSCRIPTION FEES	36,371.79	36,371.79	207,707.00	171,335.21	17.5
510-45-4394	RECONNECT FEES	.00	.00	1,500.00	1,500.00	.0
510-45-4429	SENIOR DISCOUNT	(9,150.00)	(9,150.00)	(52,000.00)	(42,850.00)	(17.6)
510-45-4430	NSF CHECKS AND FEES	.00	.00	110.00	110.00	.0
510-45-4520	UTILITY INSPECTION FEES	.00	.00	2,500.00	2,500.00	.0
510-45-4523	UTILITY PENALTY/INTEREST	14,796.37	14,796.37	73,000.00	58,203.63	20.3
510-45-4590	INVESTMENT INCOME	4,352.28	4,352.28	16,000.00	11,647.72	27.2
	TOTAL MISCELLANEOUS	80,484.11	80,484.11	445,880.00	365,395.89	18.1
	<u>MISCELLANEOUS</u>					
510-49-4439	MISCELLANEOUS INCOME	681.00	681.00	3,500.00	2,819.00	19.5
510-49-6532	CASH OVER/SHORT	.00	.00	(600.00)	(600.00)	.0
	TOTAL MISCELLANEOUS	681.00	681.00	2,900.00	2,219.00	23.5
	TOTAL FUND REVENUE	1,343,708.95	1,343,708.95	8,213,435.00	6,869,726.05	16.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
510-80-6000 SALARIES	5,701.87	5,701.87	116,984.00	111,282.13	4.9
510-80-6010 OVERTIME	29.69	29.69	5,000.00	4,970.31	.6
510-80-6022 HOLIDAY PAY	158.36	158.36	.00	(158.36)	.0
510-80-6023 LEAVE CASHOUT	.00	.00	5,707.00	5,707.00	.0
510-80-6031 PAYABLE MEDICARE FICA	85.08	85.08	1,769.00	1,683.92	4.8
510-80-6032 UNEMPLOYMENT	.00	.00	2,171.00	2,171.00	.0
510-80-6033 WORKERS' COMPENSATION	32.04	32.04	3,151.00	3,118.96	1.0
510-80-6034 PERS	1,295.78	1,295.78	26,837.00	25,541.22	4.8
510-80-6040 EMPLOYEE GROUP BENEFITS	(2,441.75)	(2,441.75)	31,785.00	34,226.75	(7.7)
510-80-6041 UTILITY BENEFIT	162.34	162.34	5,700.00	5,537.66	2.9
510-80-6060 TRAVEL/TRAINING	.00	.00	4,500.00	4,500.00	.0
510-80-6100 SUPPLIES	182.12	182.12	3,500.00	3,317.88	5.2
510-80-6200 MINOR EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
510-80-6400 INSURANCE	181.76	181.76	12,542.00	12,360.24	1.5
510-80-6506 POSTAGE	2,500.00	2,500.00	15,000.00	12,500.00	16.7
510-80-6531 BANK CHARGES	10,126.69	10,126.69	40,000.00	29,873.31	25.3
510-80-6539 MISCELLANEOUS EXPENSES	.00	.00	500.00	500.00	.0
510-80-6710 ADMIN OVERHEAD-GF	5,927.48	5,927.48	23,598.00	17,670.52	25.1
510-80-6711 ADMIN OVERHEAD-IT SVCS	3,509.46	3,509.46	33,260.00	29,750.54	10.6
510-80-9649 ONLINE BILL PAY	.00	.00	4,500.00	4,500.00	.0
 TOTAL UTILITY BILLING	 27,450.92	 27,450.92	 341,504.00	 314,053.08	 8.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED WATER</u>					
510-81-6000 SALARIES	48,975.69	48,975.69	513,607.00	464,631.31	9.5
510-81-6010 OVERTIME	35,089.34	35,089.34	150,000.00	114,910.66	23.4
510-81-6022 HOLIDAY PAY	697.10	697.10	.00	697.10	.0
510-81-6023 LEAVE CASHOUT	2,655.21	2,655.21	25,349.00	22,693.79	10.5
510-81-6030 SOCIAL SECURITY EXPENSE	2,661.60	2,661.60	7,470.00	4,808.40	35.6
510-81-6031 PAYABLE MEDICARE FICA	1,265.98	1,265.98	9,806.00	8,540.02	12.9
510-81-6032 UNEMPLOYMENT	(1,901.88)	(1,901.88)	12,038.00	13,939.88	(15.8)
510-81-6033 WORKERS' COMPENSATION	1,655.26	1,655.26	17,470.00	15,814.74	9.5
510-81-6034 PERS	9,203.32	9,203.32	148,782.00	139,578.68	6.2
510-81-6040 EMPLOYEE GROUP BENEFITS	(1,338.05)	(1,338.05)	254,280.00	255,618.05	(.5)
510-81-6041 UTILITY BENEFIT	522.49	522.49	45,600.00	45,077.51	1.2
510-81-6060 TRAVEL/TRAINING	4,520.42	4,520.42	35,000.00	30,479.58	12.9
510-81-6100 SUPPLIES	1,082.26	1,082.26	15,000.00	13,917.74	7.2
510-81-6103 WEARING APPAREL	133.51	133.51	15,000.00	14,866.49	.9
510-81-6150 GASOLINE/DIESEL/OIL	1,591.60	1,591.60	110,000.00	108,408.40	1.5
510-81-6153 HEATING FUEL	14,901.19	14,901.19	11,017.00	3,884.19	135.3
510-81-6155 WATER/SEWER/GARBAGE	.00	.00	6,809.00	6,809.00	.0
510-81-6160 ELECTRICITY	835.62	835.62	10,701.00	9,865.38	7.8
510-81-6170 TELEPHONE	3.35	3.35	200.00	196.65	1.7
510-81-6171 STAFF CELLULAR PHONES	1,892.46	1,892.46	8,000.00	6,107.54	23.7
510-81-6200 MINOR EQUIPMENT	68.74	68.74	8,000.00	7,931.26	.9
510-81-6230 VEHICLE MAINT/REPAIR	42,143.59	42,143.59	268,201.00	226,057.41	15.7
510-81-6231 VEHICLE PARTS & TOOLS	19,484.95	19,484.95	50,000.00	30,515.05	39.0
510-81-6232 TIRES & WHEELS	2,439.04	2,439.04	21,000.00	18,560.96	11.6
510-81-6240 PROPERTY MAINT	6,336.79	6,336.79	46,895.00	40,558.21	13.5
510-81-6332 LAB TESTS	.00	.00	3,000.00	3,000.00	.0
510-81-6335 OTHER PURCHASED SERVICES	80.00	80.00	3,000.00	2,920.00	2.7
510-81-6400 INSURANCE	16,920.12	16,920.12	27,685.00	10,764.88	61.1
510-81-6530 FINANCE CHARGES/PENALTIES	211.56	211.56	.00	211.56	.0
510-81-6539 MISCELLANEOUS EXPENSES	.00	.00	2,000.00	2,000.00	.0
510-81-6710 ADMIN OVERHEAD-GF	30,453.66	30,453.66	121,240.00	90,786.34	25.1
510-81-6711 ADMIN OVERHEAD-IT SVCS	3,338.86	3,338.86	33,260.00	29,921.14	10.0
510-81-6890 CAP EXP	.00	.00	300,000.00	300,000.00	.0
510-81-9695 FLEET MGMT. SOFTWARE/TABLETS/	.00	.00	75,000.00	75,000.00	.0
510-81-9696 RADIO BASE STATION UPGRADE	.00	.00	9,500.00	9,500.00	.0
TOTAL HAULED WATER	245,923.78	245,923.78	2,364,910.00	2,118,986.22	10.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PIPED WATER</u>					
510-82-6000 SALARIES	11,076.10	11,076.10	196,757.00	185,680.90	5.6
510-82-6010 OVERTIME	3,211.88	3,211.88	34,000.00	30,788.12	9.5
510-82-6022 HOLIDAY PAY	237.60	237.60	.00	(237.60)	.0
510-82-6023 LEAVE CASHOUT	534.60	534.60	9,614.00	9,079.40	5.6
510-82-6030 SOCIAL SECURITY EXPENSE	.00	.00	990.00	990.00	.0
510-82-6031 PAYABLE MEDICARE FICA	213.99	213.99	3,346.00	3,132.01	6.4
510-82-6032 UNEMPLOYMENT	.00	.00	4,107.00	4,107.00	.0
510-82-6033 WORKERS' COMPENSATION	531.10	531.10	5,961.00	5,429.90	8.9
510-82-6034 PERS	3,195.63	3,195.63	50,767.00	47,571.37	6.3
510-82-6040 EMPLOYEE GROUP BENEFITS	7,879.89	7,879.89	69,927.00	62,047.11	11.3
510-82-6041 UTILITY BENEFIT	780.94	780.94	12,540.00	11,759.06	6.2
510-82-6060 TRAVEL/TRAINING	.00	.00	5,000.00	5,000.00	.0
510-82-6100 SUPPLIES	1,972.68	1,972.68	5,000.00	3,027.32	39.5
510-82-6103 WEARING APPAREL	.00	.00	3,000.00	3,000.00	.0
510-82-6108 PLUMBING SUPPLIES	2,589.97	2,589.97	15,000.00	12,410.03	17.3
510-82-6150 GASOLINE/DIESEL/OIL	3,382.82	3,382.82	15,000.00	11,617.18	22.6
510-82-6153 HEATING FUEL	.00	.00	30,634.00	30,634.00	.0
510-82-6155 WATER/SEWER/GARBAGE	118.43	118.43	563.00	444.57	21.0
510-82-6160 ELECTRICITY-UTIL MT SHOP	235.12	235.12	5,889.00	5,653.88	4.0
510-82-6170 TELEPHONE	6.70	6.70	120.00	113.30	5.6
510-82-6171 STAFF CELLULAR PHONES	630.87	630.87	3,000.00	2,369.13	21.0
510-82-6200 MINOR EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
510-82-6230 VEHICLE MAINT/REPAIR	407.84	407.84	2,687.00	2,279.16	15.2
510-82-6231 VEHICLE PARTS & TOOLS	399.98	399.98	1,500.00	1,100.02	26.7
510-82-6232 TIRES & WHEELS	.00	.00	500.00	500.00	.0
510-82-6332 LAB TESTS	.00	.00	500.00	500.00	.0
510-82-6335 OTHER PURCHASED SERVICES	.00	.00	1,500.00	1,500.00	.0
510-82-6400 INSURANCE	1,279.76	1,279.76	10,174.00	8,894.24	12.6
510-82-6600 BAD DEBT EXPENSE	.00	.00	20,000.00	20,000.00	.0
510-82-6710 ADMIN OVERHEAD-GF	11,388.54	11,388.54	45,339.00	33,950.46	25.1
510-82-6711 ADMIN OVERHEAD-IT SVCS	3,643.50	3,643.50	33,260.00	29,616.50	11.0
510-82-9691 PIPED WATER CAPITAL USDA MATCH	7,168.32	7,168.32	(9,362.00)	(16,530.32)	76.6
TOTAL PIPED WATER	60,886.26	60,886.26	582,313.00	521,426.74	10.5

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BETHEL HTS WTR TREATMENT</u>					
510-83-6000 SALARIES	15,705.61	15,705.61	133,649.00	117,943.39	11.8
510-83-6010 OVERTIME	5,142.54	5,142.54	37,000.00	31,857.46	13.9
510-83-6022 HOLIDAY PAY	344.99	344.99	.00	(344.99)	.0
510-83-6023 LEAVE CASHOUT	.00	.00	2,285.00	2,285.00	.0
510-83-6031 PAYABLE MEDICARE FICA	25.06	25.06	2,474.00	2,448.94	1.0
510-83-6032 UNEMPLOYMENT	.00	.00	3,038.00	3,038.00	.0
510-83-6033 WORKERS' COMPENSATION	402.50	402.50	4,408.00	4,005.50	9.1
510-83-6034 PERS	4,662.50	4,662.50	37,543.00	32,880.50	12.4
510-83-6040 EMPLOYEE GROUP BENEFITS	2,335.50	2,335.50	44,499.00	42,163.50	5.3
510-83-6041 UTILITY BENEFIT	1,573.29	1,573.29	12,540.00	10,966.71	12.6
510-83-6060 TRAVEL/TRAINING	.00	.00	4,000.00	4,000.00	.0
510-83-6100 SUPPLIES	.00	.00	4,000.00	4,000.00	.0
510-83-6103 WEARING APPAREL	.00	.00	1,500.00	1,500.00	.0
510-83-6108 PLUMBING SUPPLIES	.00	.00	3,000.00	3,000.00	.0
510-83-6140 CHEMICALS	.00	.00	65,000.00	65,000.00	.0
510-83-6150 GASOLINE/DIESEL/OIL	.00	.00	2,000.00	2,000.00	.0
510-83-6153 HEATING FUEL (PUMPHOUSE)	7,447.77	7,447.77	120,260.00	112,812.23	6.2
510-83-6160 ELECTRICITY (PUMPHOUSE)	6,216.14	6,216.14	88,695.00	82,478.86	7.0
510-83-6170 TELEPHONE	.00	.00	500.00	500.00	.0
510-83-6200 MINOR EQUIPMENT	.00	.00	10,000.00	10,000.00	.0
510-83-6230 VEHICLE MAINT/REPAIR	407.84	407.84	2,566.00	2,158.16	15.9
510-83-6332 LAB TESTS	.00	.00	4,000.00	4,000.00	.0
510-83-6335 OTHER PURCHASED SERVICES	416.03	416.03	5,000.00	4,583.97	8.3
510-83-6400 INSURANCE	4,191.60	4,191.60	65,626.00	61,434.40	6.4
510-83-6502 ADVERTISING	.00	.00	500.00	500.00	.0
510-83-6710 ADMIN OVERHEAD-GF	9,347.93	9,347.93	37,215.00	27,867.07	25.1
510-83-6711 ADMIN OVERHEAD-IT SVCS	3,472.90	3,472.90	33,260.00	29,787.10	10.4
510-83-6890 CAPITAL EXPENDITURES	.00	.00	80,000.00	80,000.00	.0
510-83-9773 SITE IMPROVEMENTS -CAPITAL	.00	.00	27,094.00	27,094.00	.0
TOTAL BETHEL HTS WTR TREATMENT	61,692.20	61,692.20	831,652.00	769,959.80	7.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY SUB WTR TREATMENT</u>					
510-84-6000 SALARIES	5,448.66	5,448.66	175,298.00	169,849.34	3.1
510-84-6010 OVERTIME	.00	.00	37,000.00	37,000.00	.0
510-84-6023 LEAVE CASHOUT	.00	.00	8,530.00	8,530.00	.0
510-84-6031 PAYABLE MEDICARE FICA	12.53	12.53	3,078.00	3,065.47	.4
510-84-6032 UNEMPLOYMENT	.00	.00	3,779.00	3,779.00	.0
510-84-6033 WORKERS' COMPENSATION	505.68	505.68	5,484.00	4,978.32	9.2
510-84-6034 PERS	223.88	223.88	46,706.00	46,482.12	.5
510-84-6040 EMPLOYEE GROUP BENEFITS	109.49	109.49	69,927.00	69,817.51	.2
510-84-6041 UTILITY BENEFIT	641.40	641.40	12,540.00	11,898.60	5.1
510-84-6060 TRAVEL/TRAINING	.00	.00	5,000.00	5,000.00	.0
510-84-6100 SUPPLIES	.00	.00	3,000.00	3,000.00	.0
510-84-6103 WEARING APPAREL	.00	.00	1,500.00	1,500.00	.0
510-84-6108 PLUMBING SUPPLIES	579.00	579.00	3,000.00	2,421.00	19.3
510-84-6140 CHEMICALS	2,019.58	2,019.58	125,000.00	122,980.42	1.6
510-84-6150 GASOLINE/DIESEL/OIL	495.49	495.49	1,000.00	504.51	49.6
510-84-6153 HEATING FUEL(CS WTF)	17,542.46	17,542.46	108,667.00	91,124.54	16.1
510-84-6155 WATER/SEWER/GARBAGE	.00	.00	1,500.00	1,500.00	.0
510-84-6160 ELECTRICITY (CS WTF)	5,289.34	5,289.34	69,153.00	63,863.66	7.7
510-84-6170 TELEPHONE	3.35	3.35	50.00	46.65	6.7
510-84-6200 MINOR EQUIPMENT	5,205.94	5,205.94	20,000.00	14,794.06	26.0
510-84-6230 VEHICLE MAINT (ISF)	407.84	407.84	2,581.00	2,173.16	15.8
510-84-6240 PROPERTY MAINT	149.16	149.16	.00	149.16)	.0
510-84-6280 DEPRECIATION - BLDGS/PLANTS	.00	.00	144,033.00	144,033.00	.0
510-84-6290 DEPRECIATION-M&E WATER	.00	.00	5,028.00	5,028.00	.0
510-84-6332 LAB TESTS	700.00	700.00	15,000.00	14,300.00	4.7
510-84-6335 OTHER PURCHASED SERVICES	36,379.46	36,379.46	152,000.00	115,620.54	23.9
510-84-6400 INSURANCE	2,609.84	2,609.84	24,083.00	21,473.16	10.8
510-84-6502 ADVERTISING	.00	.00	500.00	500.00	.0
510-84-6530 FINANCE CHARGES/PENALTIES	40.31	40.31	.00	40.31)	.0
510-84-6710 ADMIN OVERHEAD-GF	13,234.81	13,234.81	52,690.00	39,455.19	25.1
510-84-6711 ADMIN OVERHEAD-IT SVCS	3,814.10	3,814.10	33,260.00	29,445.90	11.5
510-84-6890 CAPITAL EXPENDITURES	.00	.00	171,500.00	171,500.00	.0
TOTAL CITY SUB WTR TREATMENT	95,412.32	95,412.32	1,300,887.00	1,205,474.68	7.3

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED SEWER</u>					
510-85-6000 SALARIES	49,691.95	49,691.95	592,231.00	542,539.05	8.4
510-85-6010 OVERTIME	15,503.04	15,503.04	125,000.00	109,496.96	12.4
510-85-6022 HOLIDAY PAY	1,169.41	1,169.41	.00	(1,169.41)	.0
510-85-6023 LEAVE CASHOUT	.00	.00	28,897.00	28,897.00	.0
510-85-6030 SOCIAL SECURITY EXPENSE	.00	.00	1,486.00	1,486.00	.0
510-85-6031 PAYABLE MEDICARE FICA	974.81	974.81	10,400.00	9,425.19	9.4
510-85-6032 UNEMPLOYMENT	.00	.00	12,767.00	12,767.00	.0
510-85-6033 WORKERS' COMPENSATION	3,460.34	3,460.34	18,528.00	15,067.66	18.7
510-85-6034 PERS	14,600.15	14,600.15	157,791.00	143,190.85	9.3
510-85-6040 EMPLOYEE GROUP BENEFITS	21,862.18	21,862.18	260,128.00	238,265.82	8.4
510-85-6041 UTILITY BENEFIT	2,295.20	2,295.20	46,649.00	44,353.80	4.9
510-85-6100 SUPPLIES	106.24	106.24	10,000.00	9,893.76	1.1
510-85-6103 WEARING APPAREL	131.80	131.80	10,000.00	9,868.20	1.3
510-85-6150 GASOLINE/DIESEL/OIL	2,244.09	2,244.09	90,000.00	87,755.91	2.5
510-85-6153 HEATING FUEL	13,410.33	13,410.33	19,351.00	5,940.67	69.3
510-85-6155 WATER/SEWER/GARBAGE	.00	.00	6,809.00	6,809.00	.0
510-85-6160 ELECTRICITY	835.62	835.62	10,702.00	9,866.38	7.8
510-85-6170 TELEPHONE	.00	.00	100.00	100.00	.0
510-85-6171 STAFF CELLULAR PHONES	.00	.00	8,000.00	8,000.00	.0
510-85-6230 VEHICLE MAINT/REPAIR	42,143.59	42,143.59	281,345.00	239,201.41	15.0
510-85-6231 VEHICLE PARTS & TOOLS	21,278.00	21,278.00	50,000.00	28,722.00	42.6
510-85-6232 TIRES & WHEELS	.00	.00	6,000.00	6,000.00	.0
510-85-6240 PROPERTY MAINT	6,336.79	6,336.79	46,895.00	40,558.21	13.5
510-85-6335 OTHER PURCHASED SERVICES	.00	.00	5,000.00	5,000.00	.0
510-85-6400 INSURANCE	13,670.76	13,670.76	28,587.00	14,916.24	47.8
510-85-6539 MISCELLANEOUS EXPENSES	.00	.00	1,200.00	1,200.00	.0
510-85-6600 BAD DEBT EXPENSE	.00	.00	65,000.00	65,000.00	.0
510-85-6710 ADMIN OVERHEAD-GF	34,729.22	34,729.22	138,261.00	103,531.78	25.1
510-85-6711 ADMIN OVERHEAD-IT SVCS	3,338.86	3,338.86	33,260.00	29,921.14	10.0
510-85-9691 SEWER TRUCK(S)	.00	.00	300,000.00	300,000.00	.0
510-85-9693 FLEET MGMT. SOFTWARE/TABLETS/	.00	.00	75,000.00	75,000.00	.0
510-85-9694 CATERPILLAR ANGLE BROOM	.00	.00	10,482.00	10,482.00	.0
510-85-9696 RADIO BASE STATION UPGRADE	.00	.00	9,500.00	9,500.00	.0
510-85-9699 HAULED SEWER CAP SL ASSET RES	.00	.00	182,825.00	182,825.00	.0
TOTAL HAULED SEWER	247,782.38	247,782.38	2,642,194.00	2,394,411.62	9.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PIPED SEWER</u>					
510-86-6000 SALARIES	10,058.44	10,058.44	196,757.00	186,698.56	5.1
510-86-6010 OVERTIME	3,211.88	3,211.88	34,375.00	31,163.12	9.3
510-86-6022 HOLIDAY PAY	237.60	237.60	.00	237.60	.0
510-86-6023 LEAVE CASHOUT	534.60	534.60	9,614.00	9,079.40	5.6
510-86-6030 SOCIAL SECURITY EXPENSE	.00	.00	990.00	990.00	.0
510-86-6031 PAYABLE MEDICARE FICA	201.47	201.47	3,351.00	3,149.53	6.0
510-86-6032 UNEMPLOYMENT	.00	.00	4,114.00	4,114.00	.0
510-86-6033 WORKERS' COMPENSATION	532.04	532.04	5,971.00	5,438.96	8.9
510-86-6034 PERS	2,971.74	2,971.74	50,849.00	47,877.26	5.8
510-86-6040 EMPLOYEE GROUP BENEFITS	7,595.59	7,595.59	69,927.00	62,331.41	10.9
510-86-6041 UTILITY BENEFITS	741.23	741.23	12,540.00	11,798.77	5.9
510-86-6060 TRAVEL/TRAINING	.00	.00	3,000.00	3,000.00	.0
510-86-6100 SUPPLIES	104.08	104.08	3,000.00	2,895.92	3.5
510-86-6103 WEARING APPAREL	.00	.00	3,000.00	3,000.00	.0
510-86-6108 PLUMBING SUPPLIES	.00	.00	5,000.00	5,000.00	.0
510-86-6150 GASOLINE/DIESEL/OIL	51.74	51.74	15,000.00	14,948.26	.3
510-86-6153 HEATING FUEL	553.80	553.80	36,000.00	35,446.20	1.5
510-86-6155 WATER/SEWER/GARBAGE	118.42	118.42	563.00	444.58	21.0
510-86-6160 ELECTRICITY-LIFTST & BLDG	2,671.41	2,671.41	100,935.00	98,263.59	2.7
510-86-6170 TELEPHONE	.00	.00	2,000.00	2,000.00	.0
510-86-6200 MINOR EQUIPMENT	69,341.72	69,341.72	140,000.00	70,658.28	49.5
510-86-6230 VEHICLE MAINT/REPAIR	407.84	407.84	3,108.00	2,700.16	13.1
510-86-6231 VEHICLE PARTS & TOOLS	189.10	189.10	1,500.00	1,310.90	12.6
510-86-6232 TIRES & WHEELS	.00	.00	50.00	50.00	.0
510-86-6335 OTHER PURCHASED SERVICES	86.00	86.00	20,000.00	19,914.00	.4
510-86-6400 INSURANCE	1,263.62	1,263.62	18,838.00	17,574.38	6.7
510-86-6410 LEASED PROPERTY-LIFT STATIONS	.00	.00	17,000.00	17,000.00	.0
510-86-6600 BAD DEBT EXPENSE	.00	.00	20,000.00	20,000.00	.0
510-86-6710 ADMIN OVERHEAD-GF	11,407.97	11,407.97	45,417.00	34,009.03	25.1
510-86-6711 ADMIN OVERHEAD-IT SVCS	3,643.53	3,643.53	33,260.00	29,616.47	11.0
510-86-6890 PIPED SEWER CAPITAL	.00	.00	57,137.00	57,137.00	.0
510-86-9693 HERMAN NELSON HEATER	.00	.00	68,000.00	68,000.00	.0
510-86-9694 3/4 TON PICK-UP TRUCK	.00	.00	61,000.00	61,000.00	.0
510-86-9699 PIPED SEWER CAP EXP SL ASSETS	.00	.00	182,825.00	182,825.00	.0
TOTAL PIPED SEWER	115,923.82	115,923.82	1,225,121.00	1,109,197.18	9.5

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER LAGOON</u>					
510-87-6000 SALARIES	3,026.71	3,026.71	74,680.00	71,653.29	4.1
510-87-6010 OVERTIME	713.74	713.74	10,250.00	9,536.26	7.0
510-87-6022 HOLIDAY PAY	52.80	52.80	.00	(52.80)	.0
510-87-6023 LEAVE CASHOUT	118.80	118.80	3,675.00	3,556.20	3.2
510-87-6030 SOCIAL SECURITY EXPENSE	.00	.00	24.00	24.00	.0
510-87-6031 PAYABLE MEDICARE FICA	54.49	54.49	1,231.00	1,176.51	4.4
510-87-6032 UNEMPLOYMENT	.00	.00	1,512.00	1,512.00	.0
510-87-6033 WORKERS' COMPENSATION	130.58	130.58	2,194.00	2,063.42	6.0
510-87-6034 PERS	834.53	834.53	18,685.00	17,850.47	4.5
510-87-6040 EMPLOYEE GROUP BENEFITS	1,485.91	1,485.91	22,885.00	21,399.09	6.5
510-87-6041 UTILITY BENEFIT	259.21	259.21	4,104.00	3,844.79	6.3
510-87-6060 TRAVEL/TRAINING	.00	.00	3,000.00	3,000.00	.0
510-87-6100 SUPPLIES	.00	.00	2,500.00	2,500.00	.0
510-87-6103 WEARING APPAREL	.00	.00	2,000.00	2,000.00	.0
510-87-6108 PLUMBING SUPPLIES	.00	.00	3,000.00	3,000.00	.0
510-87-6150 GASOLINE/DIESEL/OIL	.00	.00	20,000.00	20,000.00	.0
510-87-6230 VEHICLE MAINT/REPAIR	.00	.00	22.00	22.00	.0
510-87-6231 VEHICLE PARTS & TOOLS	159.79	159.79	.00	(159.79)	.0
510-87-6332 LAB TESTS (SAMPLES)	295.36	295.36	15,000.00	14,704.64	2.0
510-87-6400 INSURANCE	86.52	86.52	41,328.00	41,241.48	.2
510-87-6502 ADVERTISING	.00	.00	500.00	500.00	.0
510-87-6503 DUES & SUBSCRIPTIONS	.00	.00	7,920.00	7,920.00	.0
510-87-6710 ADMIN OVERHEAD-GF	4,333.87	4,333.87	17,253.00	12,919.13	25.1
510-87-6890 CAPITAL EXPD LAGOON ROCK	.00	.00	34,740.00	34,740.00	.0
510-87-9692 TERRAMAC RT9-T4 MAROOKA	.00	.00	299,465.00	299,465.00	.0
TOTAL SEWER LAGOON	11,552.31	11,552.31	585,968.00	574,415.69	2.0
TOTAL FUND EXPENDITURES	866,623.99	866,623.99	9,874,549.00	9,007,925.01	8.8
NET REVENUE OVER EXPENDITURES	477,084.96	477,084.96	(1,661,114.00)	(2,138,198.96)	28.7

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

MUNICIPAL DOCK

ASSETS

520-10100	CASH IN COMBINED FUND	5,471,271.47	
520-11000	CASH IN TILL - PORT	50.00	
520-11211	TVI-SEAWALL MAINT ACCT	259,684.82	
520-11260	INVESTMENT-AMLIP SMALL BOAT HA	137,007.49	
520-11270	INVESTMENT-AMLIP SEWALL MAINT	13,655.13	
520-11280	INVESTMENT-AMLIP DOCK DEF MNT	385,719.61	
520-12000	ACCOUNTS RECEIVABLE	500,135.87	
520-12900	ALLOWANCE FOR DOUBTFUL ACCTS	(10,440.53)	
520-13200	INVENTORY-HEATING FUEL	1,205.87	
520-15100	LAND	1,235,999.66	
520-15110	SEAWALL LAND NON-DEPREC	1,001,356.00	
520-15200	CONSTRUCTION IN PROGRESS	42,200.00	
520-15300	IMPROVEMENTS	40,447,486.61	
520-15400	BUILDINGS	1,636,106.30	
520-15500	MACHINERY AND EQUIPMENT	1,052,073.67	
520-15700	VEHICLES	298,731.90	
520-15800	SEAWALL DEPRECIABLE	22,716,644.00	
520-16300	ACCUM DEPR-IMPROVEMENTS	(4,930,289.02)	
520-16400	ACCUM DEPR - BUILDINGS	(191,969.91)	
520-16500	ACCUM DEPR-MACHIN./EQUIP.	(665,888.49)	
520-16700	ACCUM DEPR - VEHICLES	(264,000.18)	
520-16800	ACCUM DEP-SEAWALL	(9,086,657.60)	
520-19000	DEFERRED OUTFLOW-PENSION	41,609.71	
520-19001	OPEB DEFERRED OUTFLOW	28,209.00	
520-19002	OPEB ASSET	2,776.96	
	TOTAL ASSETS		60,122,678.34

LIABILITIES AND EQUITY

LIABILITIES

520-20100	VOUCHERS PAYABLE	4,228.36	
520-20800	SALES TAX PAYABLE	28,713.68	
520-21000	ACCRUED PAYROLL	8,463.72	
520-22100	ACCRUED VACATION	22,154.76	
520-22200	ACCRUED SICK LEAVE	3,467.29	
520-25000	PENSION LIABILITY	325,683.75	
520-25100	OPEB LIABILITY	25,059.89	
	TOTAL LIABILITIES		417,771.45

FUND EQUITY

520-27100	DEFERRED INFLOW-PENSION	17,098.39
520-27101	OPEB DEFERRED INFLOW	17,809.37

UNAPPROPRIATED FUND BALANCE:
REVENUE OVER EXPENDITURES - YTD

95,669.01

BALANCE - CURRENT DATE

95,669.01

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

MUNICIPAL DOCK

TOTAL FUND EQUITY	130,576.77
TOTAL LIABILITIES AND EQUITY	548,348.22

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST & PENALTIES</u>					
520-40-4402 CITY DOCK-PENALTIES & INT	.00	.00	2,000.00	2,000.00	.0
TOTAL INTEREST & PENALTIES	.00	.00	2,000.00	2,000.00	.0
<u>CHARGES FOR SERVICES</u>					
520-43-4402 CITY DOCK-STORAGE	.00	.00	90,000.00	90,000.00	.0
520-43-4403 CITY DOCK-PERMIT	.00	.00	3,000.00	3,000.00	.0
520-43-4404 CITY DOCK-WHARFAGE	25,302.70	25,302.70	150,000.00	124,697.30	16.9
520-43-4405 CITY DOCK-DOCKAGE	4,622.13	4,622.13	25,000.00	20,377.87	18.5
520-43-4409 SBH PETRO PORT-FUEL THRU-PUT	42,915.02	42,915.02	220,000.00	177,084.98	19.5
520-43-4410 PETRO YARD - STORAGE	.00	.00	2,000.00	2,000.00	.0
520-43-4412 PETRO PORT-FUEL THRU-PUT	85,830.04	85,830.04	440,000.00	354,169.96	19.5
520-43-4413 PETRO PORT-DOCKAGE	5,908.21	5,908.21	20,000.00	14,091.79	29.5
520-43-4415 SEAWALL MOORAGE	.00	.00	24,000.00	24,000.00	.0
520-43-4416 SEAWALL DOCKAGE	6,716.80	6,716.80	20,000.00	13,283.20	33.6
520-43-4418 BEACH-STORAGE	.00	.00	30,000.00	30,000.00	.0
520-43-4419 BEACH-WHARFAGE	14,768.42	14,768.42	95,000.00	80,231.58	15.6
520-43-4420 BEACH-DOCKAGE	15,705.30	15,705.30	25,000.00	9,294.70	62.8
520-43-4421 BOAT HARBOR-STORAGE	.00	.00	3,500.00	3,500.00	.0
520-43-4422 BOAT HARBOR-MOORAGE	4,091.64	4,091.64	20,000.00	15,908.36	20.5
TOTAL CHARGES FOR SERVICES	205,860.26	205,860.26	1,167,500.00	961,639.74	17.6
<u>LEASE REVENUE</u>					
520-44-4440 LEASE REVENUE	.00	.00	24,000.00	24,000.00	.0
TOTAL LEASE REVENUE	.00	.00	24,000.00	24,000.00	.0
<u>MISCELLANEOUS</u>					
520-45-4388 EXTRA WATER CALLS	8,161.58	8,161.58	20,000.00	11,838.42	40.8
520-45-4424 SMALL BOAT HARBOR STORAGE	325.00	325.00	.00	(325.00)	.0
520-45-4535 SMALL BOAT HARBOR PERMITS	2,670.00	2,670.00	20,000.00	17,330.00	13.4
TOTAL MISCELLANEOUS	11,156.58	11,156.58	40,000.00	28,843.42	27.9
<u>MISCELLANEOUS</u>					
520-49-4439 MISCELLANEOUS REVENUE	.00	.00	2,000.00	2,000.00	.0
520-49-4590 INVESTMENT INCOME	1,258.98	1,258.98	2,000.00	741.02	63.0
TOTAL MISCELLANEOUS	1,258.98	1,258.98	4,000.00	2,741.02	31.5

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL FUND REVENUE	218,275.82	218,275.82	1,237,500.00	1,019,224.18	17.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DOCK EXPENDITURES</u>					
520-50-6000 SALARIES	23,907.25	23,907.25	200,781.00	176,873.75	11.9
520-50-6010 OVERTIME	1,682.93	1,682.93	5,000.00	3,317.07	33.7
520-50-6022 HOLIDAY PAY	482.63	482.63	.00	482.63	.0
520-50-6023 LEAVE CASHOUT	2,905.58	2,905.58	9,901.00	6,995.42	29.4
520-50-6030 SOCIAL SECURITY EXPENSE	359.69	359.69	1,124.00	764.31	32.0
520-50-6031 PAYABLE MEDICARE FICA	430.57	430.57	2,984.00	2,553.43	14.4
520-50-6032 UNEMPLOYMENT	.00	.00	3,663.00	3,663.00	.0
520-50-6033 WORKERS' COMPENSATION	488.56	488.56	5,316.00	4,827.44	9.2
520-50-6034 PERS	4,459.71	4,459.71	43,563.00	39,103.29	10.2
520-50-6040 EMPLOYEE GROUP BENEFITS	9,265.68	9,265.68	99,678.00	90,412.32	9.3
520-50-6041 UTILITY BENEFIT	1,981.33	1,981.33	17,875.00	15,893.67	11.1
520-50-6060 TRAVEL/TRAINING	.00	.00	5,000.00	5,000.00	.0
520-50-6070 PENSION EXPENSE	.00	.00	15,000.00	15,000.00	.0
520-50-6100 SUPPLIES	1,572.43	1,572.43	8,000.00	6,427.57	19.7
520-50-6103 WEARING APPAREL	.00	.00	5,000.00	5,000.00	.0
520-50-6121 MUNICIPAL DOCK GRAVEL	.00	.00	133,133.00	133,133.00	.0
520-50-6150 GASOLINE/DIESEL/OIL	543.35	543.35	15,000.00	14,456.65	3.6
520-50-6153 HEATING FUEL	566.05	566.05	3,600.00	3,033.95	15.7
520-50-6155 WATER/SEWER/GARBAGE	2,141.36	2,141.36	5,500.00	3,358.64	38.9
520-50-6156 WATER FOR BARGES	.00	.00	12,000.00	12,000.00	.0
520-50-6160 ELECTRICITY	705.89	705.89	13,509.00	12,803.11	5.2
520-50-6170 TELEPHONE	384.01	384.01	2,250.00	1,865.99	17.1
520-50-6171 STAFF CELLULAR PHONES	387.87	387.87	3,000.00	2,612.13	12.9
520-50-6200 MINOR EQUIPMENT	752.24	752.24	30,000.00	29,247.76	2.5
520-50-6230 VEHICLE MAINT/REPAIR	515.63	515.63	2,839.00	2,323.37	18.2
520-50-6231 VEHICLE PARTS & TOOLS	2,906.72	2,906.72	20,000.00	17,093.28	14.5
520-50-6241 MUNICIPAL DOCK MAINT.	.00	.00	5,000.00	5,000.00	.0
520-50-6242 MAINT-SEAWALL	.00	.00	7,000.00	7,000.00	.0
520-50-6244 ICR-PROPERTY MAINTENANCE 5%	3,802.07	3,802.07	28,137.00	24,334.93	13.5
520-50-6320 OTHER PROFESSIONAL FEES	.00	.00	10,000.00	10,000.00	.0
520-50-6321 LEGAL FEES	.00	.00	5,000.00	5,000.00	.0
520-50-6324 PLANNING/ENGINEERING FEES	.00	.00	5,000.00	5,000.00	.0
520-50-6339 OTHER PURCHASED SERVICES	461.37	461.37	30,000.00	29,538.63	1.5
520-50-6400 INSURANCE	2,339.20	2,339.20	35,093.00	32,753.80	6.7
520-50-6502 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
520-50-6503 DUES & SUBSCRIPTIONS	.00	.00	1,000.00	1,000.00	.0
520-50-6531 BANK CHARGES	1,650.41	1,650.41	3,000.00	1,349.59	55.0
520-50-6710 ADMIN OVERHEAD-GF	11,349.67	11,349.67	45,185.00	33,835.33	25.1
520-50-6711 ADMIN OVERHEAD-IT SVCS	4,484.31	4,484.31	33,260.00	28,775.69	13.5
520-50-6890 CAPITAL EXPENDITURES	.00	.00	656,452.00	656,452.00	.0
520-50-9700 3/4 TON PICK-UP TRUCK	.00	.00	4,762.00	4,762.00	.0
520-50-9701 DROP DECK TRAILER	.00	.00	13,931.00	13,931.00	.0
TOTAL DOCK EXPENDITURES	80,526.51	80,526.51	1,547,536.00	1,467,009.49	5.2

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 55</u>					
520-55-6000 SALARIES	19,935.23	19,935.23	111,187.00	91,251.77	17.9
520-55-6010 OVERTIME	715.60	715.60	3,000.00	2,284.40	23.9
520-55-6022 HOLIDAY PAY	222.97	222.97	.00	(222.97)	.0
520-55-6023 LEAVE CASHOUT	1,431.10	1,431.10	1,164.00	(267.10)	123.0
520-55-6030 SOCIAL SECURITY EXPENSE	747.95	747.95	5,043.00	4,295.05	14.8
520-55-6031 PAYABLE MEDICARE FICA	327.17	327.17	1,656.00	1,328.83	19.8
520-55-6032 UNEMPLOYMENT	.00	.00	2,033.00	2,033.00	.0
520-55-6033 WORKERS' COMPENSATION	505.90	505.90	2,950.00	2,444.10	17.2
520-55-6034 PERS	1,938.19	1,938.19	25,121.00	23,182.81	7.7
520-55-6040 EMPLOYEE GROUP BENEFITS	3,321.91	3,321.91	12,205.00	8,883.09	27.2
520-55-6041 UTILITY BENEFIT	1,558.43	1,558.43	25,121.00	23,562.57	6.2
520-55-6100 SUPPLIES	1,269.60	1,269.60	3,000.00	1,730.40	42.3
520-55-6103 WEARING APPAREL	.00	.00	3,000.00	3,000.00	.0
520-55-6132 SMALL BOAT HARBOR GRAVEL	.00	.00	30,000.00	30,000.00	.0
520-55-6150 GASOLINE/DIESEL/OIL	4,125.85	4,125.85	8,000.00	3,874.15	51.6
520-55-6155 WATER/SEWER/GARBAGE	.00	.00	7,100.00	7,100.00	.0
520-55-6160 ELECTRICITY	.00	.00	2,000.00	2,000.00	.0
520-55-6200 MINOR EQUIPMENT	60.98	60.98	3,000.00	2,939.02	2.0
520-55-6241 SMALL BOAT HARBOR MAINTENANCE	.00	.00	5,500.00	5,500.00	.0
520-55-6400 INSURANCE	341.76	341.76	5,470.00	5,128.24	6.3
520-55-6539 MISCELLANEOUS EXPENSES	.00	.00	1,000.00	1,000.00	.0
520-55-6710 ADMIN OVERHEAD-GF	5,577.66	5,577.66	22,205.00	16,627.34	25.1
520-55-6890 CAP EXP SBH	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL DEPARTMENT 55	42,080.30	42,080.30	1,279,755.00	1,237,674.70	3.3
TOTAL FUND EXPENDITURES	122,606.81	122,606.81	2,827,291.00	2,704,684.19	4.3
NET REVENUE OVER EXPENDITURES	95,669.01	95,669.01	(1,589,791.00)	(1,685,460.01)	6.0

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

LEASED PROPERTIES

ASSETS

530-10100	CASH IN COMBINED FUND	975,629.03	
530-11230	INVESTMENT - BOND RESERVE	226,373.10	
530-12000	ACCOUNTS RECEIVABLE	(15,220.13)	
530-12900	ALLOWANCE FOR DOUBTFUL ACCTS	(5,287.50)	
530-13200	FUEL INVENTORY	6,294.04	
530-15100	LAND	43,000.00	
530-15200	CONSTRUCTION IN PROGRESS	80,225.84	
530-15400	BUILDINGS	9,821,803.52	
530-15500	MACHINERY & IMPROVEMENTS	54,525.00	
530-16400	ACCUM DEPR - BUILDINGS	(6,347,972.47)	
530-16500	ACCUM DEPR-MACH & IMPROV.	(39,215.43)	
TOTAL ASSETS			4,800,155.00

LIABILITIES AND EQUITY

LIABILITIES

530-20100	VOUCHERS PAYABLE	1,593.92	
530-24400	ACCRUED INTEREST PAYABLE	6,054.17	
530-25000	LEASE REVENUE BONDS PAYABLE	1,120,000.00	
530-25100	LEASE REVENUE BOND PREMIUM	134,164.99	
530-25900	DUE TO/FROM OTHER FUNDS	928,960.23	
TOTAL LIABILITIES			2,190,773.31

FUND EQUITY

530-26300	UNEARNED REVENUE	496,009.50	
UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD		(502,367.03)	
BALANCE - CURRENT DATE		(502,367.03)	
TOTAL FUND EQUITY			(6,357.53)
TOTAL LIABILITIES AND EQUITY			2,184,415.78

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LEASE INCOME</u>					
530-44-4440 LEASE - FERMIN/ULYE ITURBIDE	.00	.00	1.00	1.00	.0
530-44-4442 LEASE-DEC (BRAUND BLDG)	.00	.00	300.00	300.00	.0
530-44-4444 LEASE-COURT SYSTEM	99,201.90	99,201.90	613,620.00	514,418.10	16.2
530-44-4447 LEASE:DEPT OF LAW	.00	.00	161,784.00	161,784.00	.0
530-44-4450 LEASE-YKHC PATC 324/324A STATE	.00	.00	14,400.00	14,400.00	.0
530-44-4451 LEASE-BETHEL SPORTSMANS CLUB	.00	.00	1.00	1.00	.0
530-44-4452 LEASE-FW TOWER RD LND ASPHALT	1,050.00	1,050.00	12,600.00	11,550.00	8.3
530-44-4453 YKHC - WAREHOUSE	350.00	350.00	4,200.00	3,850.00	8.3
530-44-4455 DMV LEASE 300 CEHHWY	.00	.00	12,120.00	12,120.00	.0
530-44-4456 LEASE-LIONS CLUB	.00	.00	1.00	1.00	.0
530-44-4457 LEASE LAND BNC 031489 AGR	.00	.00	100.00	100.00	.0
530-44-4459 LAND LEASE-BETHEL GROUP HOME	.00	.00	100.00	100.00	.0
530-44-4461 LEASE LAND AVCP HEARSTART	225.00	225.00	2,400.00	2,175.00	9.4
530-44-4463 LEASE LAND SWANSONS/BTP	1,880.00	1,880.00	21,120.00	19,240.00	8.9
530-44-4467 LEASE LAND EUNKANG CHURCH	150.00	150.00	1,800.00	1,650.00	8.3
530-44-4470 LEASE LAND GCI	903.85	903.85	10,342.00	9,438.15	8.7
530-44-9455 YKHC RENTED BLDING 378 FIFTH	3,200.00	3,200.00	19,200.00	16,000.00	16.7
TOTAL LEASE INCOME	106,960.75	106,960.75	874,089.00	767,128.25	12.2
<u>MISCELLANEOUS</u>					
530-49-4590 INVESTMENT INCOME	414.13	414.13	240.00	(174.13)	172.6
TOTAL MISCELLANEOUS	414.13	414.13	240.00	(174.13)	172.6
TOTAL FUND REVENUE	107,374.88	107,374.88	874,329.00	766,954.12	12.3

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEASED PROPERTIES-MISC</u>					
530-50-6339 OTHER PURCHASED SERVICES	(273.00)	(273.00)	.00	273.00	.0
530-50-6400 INSURANCE	2,118.14	2,118.14	.00	(2,118.14)	.0
TOTAL LEASED PROPERTIES-MISC	1,845.14	1,845.14	.00	(1,845.14)	.0
<u>LEASED PROP-COURT COMPLEX</u>					
530-55-6153 HEATING FUEL-COURT COMPLEX	551.58	551.58	66,847.00	66,295.42	.8
530-55-6155 WATER/SEWER/GARB-COURT COM	3,931.58	3,931.58	24,000.00	20,068.42	16.4
530-55-6160 ELECTRICITY-COURT COMPLEX	4,648.29	4,648.29	68,190.00	63,541.71	6.8
530-55-6170 TELEPHONE	125.77	125.77	700.00	574.23	18.0
530-55-6240 PROPERTY MT-COURT COMPLEX	612.34	612.34	10,341.00	9,728.66	5.9
530-55-6241 ICR-PROPERTY MAINTENANCE-15%	19,010.38	19,010.38	140,684.00	121,673.62	13.5
530-55-6333 JANITORIAL-COURT COMPLEX	14,900.00	14,900.00	113,832.00	98,932.00	13.1
530-55-6339 OTHER PURCHASED SERVICES	450.00	450.00	3,500.00	3,050.00	12.9
530-55-6400 INSURANCE	8,818.54	8,818.54	36,480.00	27,661.46	24.2
530-55-6420 COURTHOUSE LOAN INTEREST	.00	.00	72,650.00	72,650.00	.0
530-55-9694 GENERATOR REPAIR	554,848.29	554,848.29	794,346.00	239,497.71	69.9
TOTAL LEASED PROP-COURT COMPLEX	607,896.77	607,896.77	1,331,570.00	723,673.23	45.7
TOTAL FUND EXPENDITURES	609,741.91	609,741.91	1,331,570.00	721,828.09	45.8
NET REVENUE OVER EXPENDITURES	(502,367.03)	(502,367.03)	(457,241.00)	45,126.03	(109.9)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

EMPLOYEE GROUP HEALTH BEN.

ASSETS

540-10100	CASH IN COMBINED FUND	(	784,431.14)
			<u> </u>
	TOTAL ASSETS	(	784,431.14)
			<u> </u>

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

INFORMATION TECHNOLOGY SERV.

ASSETS

550-10100	CASH IN COMBINED FUND	(	77.08)
	TOTAL ASSETS	(	77.08)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

BETHEL PUBLIC TRANSIT SYSTEM

ASSETS

560-10100	CASH IN COMBINED FUND	(	402,978.99)	
560-13200	INVENTORY-HEATING FUEL		4,411.71	
560-15300	IMPROVEMENTS		98,025.00	
560-15500	MACHINERY & EQUIP-GENERAL		48,338.55	
560-15700	VEHICLES-GENERAL		301,783.43	
560-16300	ACCUM DEPR- IMPROVEMENTS	(	48,341.09)	
560-16500	ACCUM DEP-M&E GENERAL	(	48,338.55)	
560-16700	ACCUM DEPR - VEHICLES	(	247,719.02)	
560-19000	DEFERRED OUTFLOW-PENSION		24,706.90	
560-19001	OPEB DEFERRED OUTFLOW		16,995.00	
560-19002	OPEB ASSET		1,816.92	
TOTAL ASSETS			(	251,300.14)

LIABILITIES AND EQUITY

LIABILITIES

560-20100	VOUCHERS PAYABLE		1,015.69	
560-20110	COVID-19 TAXI COUPONS		325.00	
560-21000	ACCRUED PAYROLL		4,436.81	
560-22100	ACCRUED VACATION		13,482.16	
560-25000	PENSION LIABILITY		195,978.27	
560-25100	OPEB LIABILITY		12,899.90	
TOTAL LIABILITIES				228,137.83

FUND EQUITY

560-27100	DEFERRED INFLOW-PENSION		10,757.52	
560-27101	OPEB DEFERRED INFLOW		10,267.02	
UNAPPROPRIATED FUND BALANCE:				
REVENUE OVER EXPENDITURES - YTD		75,760.00		
BALANCE - CURRENT DATE			75,760.00	
TOTAL FUND EQUITY				96,784.54
TOTAL LIABILITIES AND EQUITY				324,922.37

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

BETHEL PUBLIC TRANSIT SYSTEM

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEDERAL SOURCES</u>					
560-41-4101	REV-FEDERAL TRANSIT 5311	151,575.49	151,575.49	426,232.00	274,656.51	35.6
	TOTAL FEDERAL SOURCES	151,575.49	151,575.49	426,232.00	274,656.51	35.6
	<u>CHARGES FOR SERVICES</u>					
560-43-4370	BUS FARES	5,997.00	5,997.00	15,000.00	9,003.00	40.0
	TOTAL CHARGES FOR SERVICES	5,997.00	5,997.00	15,000.00	9,003.00	40.0
	TOTAL FUND REVENUE	157,572.49	157,572.49	441,232.00	283,659.51	35.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSIT SYSTEM SECTION 5311</u>					
560-50-6000 SALARIES	17,724.64	17,724.64	136,168.00	118,443.36	13.0
560-50-6010 OVERTIME	1,873.53	1,873.53	.00 (	1,873.53)	.0
560-50-6022 HOLIDAY PAY	451.34	451.34	.00 (	451.34)	.0
560-50-6023 LEAVE CASHOUT	.00	.00	6,642.00	6,642.00	.0
560-50-6031 PAYABLE MEDICARE FICA	296.69	296.69	1,974.00	1,677.31	15.0
560-50-6032 UNEMPLOYMENT	.00	.00	2,424.00	2,424.00	.0
560-50-6033 WORKERS' COMPENSATION	867.44	867.44	3,518.00	2,650.56	24.7
560-50-6034 PERS	3,979.26	3,979.26	29,957.00	25,977.74	13.3
560-50-6040 EMPLOYEE GROUP BENEFITS	7,466.60	7,466.60	63,570.00	56,103.40	11.8
560-50-6041 UTILITY BENEFIT	1,230.38	1,230.38	11,400.00	10,169.62	10.8
560-50-6100 SUPPLIES	1,199.90	1,199.90	1,500.00	300.10	80.0
560-50-6150 GASOLINE/DIESEL/OIL	4,076.63	4,076.63	29,000.00	24,923.37	14.1
560-50-6153 HEATING FUEL	.00	.00	10,583.00	10,583.00	.0
560-50-6155 WTR/SWR/GRB	650.71	650.71	3,300.00	2,649.29	19.7
560-50-6160 ELECTRICITY	476.76	476.76	7,724.00	7,247.24	6.2
560-50-6170 TELEPHONE	3.35	3.35	700.00	696.65	.5
560-50-6171 STAFF CELLULAR PHONES	143.40	143.40	1,200.00	1,056.60	12.0
560-50-6230 VEHICLE MAINT/REPAIR	3,055.25	3,055.25	18,184.00	15,128.75	16.8
560-50-6231 VEHICLE PARTS & TOOLS	1,008.94	1,008.94	20,000.00	18,991.06	5.0
560-50-6232 TIRES & WHEELS	.00	.00	2,000.00	2,000.00	.0
560-50-6400 INSURANCE	2,407.94	2,407.94	16,281.00	13,873.06	14.8
560-50-6503 DUES & SUBSCRIPTIONS	14.99	14.99	300.00	285.01	5.0
560-50-6539 MISCELLANEOUS EXPENSES	96.78	96.78	.00 (	96.78)	.0
560-50-6710 ADMIN OVERHEAD-GF	10,436.26	10,436.26	41,548.00	31,111.74	25.1
560-50-6711 ADMIN OVERHEAD-IT SVCS	3,814.10	3,814.10	33,260.00	29,445.90	11.5
560-50-6890 CAPITAL EXPENDITURES	20,537.60	20,537.60	86,000.00	65,462.40	23.9
560-50-9691 BUS SHELTERS	.00	.00	23,505.00	23,505.00	.0
560-50-9692 PRESSURE WASHER	.00	.00	9,350.00	9,350.00	.0
TOTAL TRANSIT SYSTEM SECTION 5311	81,812.49	81,812.49	560,088.00	478,275.51	14.6
TOTAL FUND EXPENDITURES	81,812.49	81,812.49	560,088.00	478,275.51	14.6
NET REVENUE OVER EXPENDITURES	75,760.00	75,760.00	(118,856.00)	(194,616.00)	63.7

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

VEHICLES & EQUIP MAINTENANCE

ASSETS

570-10100	CASH IN COMBINED FUND	(	522,614.64)	
570-13700	INVENTORY-PARTS,OIL,EQUIPMENT		199,205.12	
570-15500	MACHINERY & EQUIP-GENERAL		284,252.82	
570-15700	VEHICLES-GENERAL		59,270.38	
570-16500	ACCUM DEP-M&E GENERAL	(	100,687.83)	
570-16700	ACCUM DEPR - VEHICLES	(	13,246.77)	
	TOTAL ASSETS		(	93,820.92)

LIABILITIES AND EQUITY

LIABILITIES

570-20100	VOUCHERS PAYABLE		5,581.82	
570-21000	ACCRUED PAYROLL		10,786.99	
570-22100	ACCRUED VACATION		21,558.21	
570-22200	ACCRUED SICK LEAVE		1,238.60	
	TOTAL LIABILITIES			39,165.62

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
REVENUE OVER EXPENDITURES - YTD	(	1,741.20)		
BALANCE - CURRENT DATE	(	1,741.20)		
TOTAL FUND EQUITY			(	1,741.20)
TOTAL LIABILITIES AND EQUITY				37,424.42

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
570-43-4651 FROM GF-ADMIN	203.92	203.92	1,285.00	1,081.08	15.9
570-43-4653 FROM GF-FINANCE	203.92	203.92	1,266.00	1,062.08	16.1
570-43-4654 FROM GF-PLANNING	203.92	203.92	1,559.00	1,355.08	13.1
570-43-4655 FROM GF-FIRE	1,359.47	1,359.47	18,000.00	16,640.53	7.6
570-43-4656 FROM GF-POLICE	2,718.94	2,718.94	17,554.00	14,835.06	15.5
570-43-4657 FROM GF-PW ADMIN	407.84	407.84	2,457.00	2,049.16	16.6
570-43-4658 FROM GF-STREETS/ROADS	20,392.06	20,392.06	146,047.00	125,654.94	14.0
570-43-4661 FROM GF-PROPERTY MAINT.	815.69	815.69	5,713.00	4,897.31	14.3
570-43-4664 FROM GF-PIPED SEWER	407.84	407.84	3,108.00	2,700.16	13.1
570-43-4665 FROM GEN FUND-IT SVCS	203.92	203.92	1,280.00	1,076.08	15.9
570-43-4671 FROM EF-PORT	407.84	407.84	2,839.00	2,431.16	14.4
570-43-4672 FROM EF-HAULED WATER	42,143.59	42,143.59	268,201.00	226,057.41	15.7
570-43-4673 FROM EF-HAULED SEWER	42,143.59	42,143.59	281,345.00	239,201.41	15.0
570-43-4674 FROM EF-PIPED WATER	407.84	407.84	2,687.00	2,279.16	15.2
570-43-4676 FROM EF-HAULED REFUSE	10,196.03	10,196.03	61,581.00	51,384.97	16.6
570-43-4677 FROM EF-LANDFILL OPERATIONS	10,196.03	10,196.03	67,728.00	57,531.97	15.1
570-43-4678 FROM EF-BETHEL HGT WATER TRMT	407.84	407.84	2,566.00	2,158.16	15.9
570-43-4680 FROM EF-CITY SUB WATER TRMT	407.84	407.84	2,581.00	2,173.16	15.8
570-43-4684 FROM EF-BETHEL TRANSIT SYSTEM	2,718.96	2,718.96	18,184.00	15,465.04	15.0
TOTAL CHARGES FOR SERVICES	135,947.08	135,947.08	905,981.00	770,033.92	15.0
TOTAL FUND REVENUE	135,947.08	135,947.08	905,981.00	770,033.92	15.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VEHICLE & EQUIP MAINT</u>					
570-50-6000 SALARIES	46,139.23	46,139.23	431,729.00	385,589.77	10.7
570-50-6010 OVERTIME	.00	.00	15,000.00	15,000.00	.0
570-50-6022 HOLIDAY PAY	925.96	925.96	.00	(925.96)	.0
570-50-6023 LEAVE CASHOUT	.00	.00	21,068.00	21,068.00	.0
570-50-6031 PAYABLE MEDICARE FICA	726.11	726.11	6,478.00	5,751.89	11.2
570-50-6032 UNEMPLOYMENT	.00	.00	7,952.00	7,952.00	.0
570-50-6033 WORKERS' COMPENSATION	1,826.98	1,826.98	11,540.00	9,713.02	15.8
570-50-6034 PERS	10,354.30	10,354.30	98,280.00	87,925.70	10.5
570-50-6040 EMPLOYEE GROUP BENEFITS	20,616.24	20,616.24	180,539.00	159,922.76	11.4
570-50-6041 UTILITY BENEFIT	4,418.84	4,418.84	32,376.00	27,957.16	13.7
570-50-6060 TRAVEL/TRAINING	24.00	24.00	15,000.00	14,976.00	.2
570-50-6100 SUPPLIES	503.74	503.74	20,000.00	19,496.26	2.5
570-50-6103 WEARING APPAREL	63.99	63.99	4,000.00	3,936.01	1.6
570-50-6150 GASOLINE/DIESEL/OIL	11,506.40	11,506.40	8,000.00	(3,506.40)	143.8
570-50-6153 HEATING FUEL	410.81	410.81	399.00	(11.81)	103.0
570-50-6155 WATER/SEWER/GARBAGE	.00	.00	5,300.00	5,300.00	.0
570-50-6160 ELECTRICITY	1,461.90	1,461.90	18,718.00	17,256.10	7.8
570-50-6171 STAFF CELLULAR PHONES	.00	.00	840.00	840.00	.0
570-50-6200 MINOR EQUIPMENT	86.99	86.99	25,000.00	24,913.01	.4
570-50-6231 VEHICLE PARTS & TOOLS	582.18	582.18	8,000.00	7,417.82	7.3
570-50-6232 TIRES & WHEELS	.00	.00	2,000.00	2,000.00	.0
570-50-6339 OTHER PURCHASED SERVICES	104.56	104.56	10,000.00	9,895.44	1.1
570-50-6400 INSURANCE	6,930.66	6,930.66	24,535.00	17,604.34	28.3
570-50-6503 DUES & SUBSCRIPTIONS	3,750.00	3,750.00	10,000.00	6,250.00	37.5
570-50-6539 MISCELLANEOUS EXPENSES	375.00	375.00	.00	(375.00)	.0
570-50-6710 ADMIN OVERHEAD-GF	23,029.73	23,029.73	91,684.00	68,654.27	25.1
570-50-6711 ADMIN OVERHEAD-IT SVCS	3,850.66	3,850.66	33,260.00	29,409.34	11.6
TOTAL VEHICLE & EQUIP MAINT	137,688.28	137,688.28	1,081,698.00	944,009.72	12.7
TOTAL FUND EXPENDITURES	137,688.28	137,688.28	1,081,698.00	944,009.72	12.7
NET REVENUE OVER EXPENDITURES	(1,741.20)	(1,741.20)	(175,717.00)	(173,975.80)	(1.0)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

FLEET REPLACEMENT FUND

ASSETS

580-10100	CASH IN COMBINED FUND	1,240,516.70	
	TOTAL ASSETS		1,240,516.70

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

RASMUSON GRANT

ASSETS

600-10100 CASH IN COMBINED FUND

4,430.32

TOTAL ASSETS

4,430.32

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

LONG-TERM DEBT

LIABILITIES AND EQUITY

FUND EQUITY

610-26100	LONG TERM DEBT-FIRE TRUCK	622,289.91	
610-26110	LONG TERM DEBT- MACK TRUCK	86,513.29	
	TOTAL FUND EQUITY		708,803.20
	TOTAL LIABILITIES AND EQUITY		708,803.20

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

COPS

LIABILITIES AND EQUITY

LIABILITIES

625-20100	VOUCHERS PAYABLE	(	12,000.00)	
	TOTAL LIABILITIES	(	12,000.00)	

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
REVENUE OVER EXPENDITURES - YTD	12,000.00			
BALANCE - CURRENT DATE		12,000.00		
TOTAL FUND EQUITY			12,000.00	
TOTAL LIABILITIES AND EQUITY			.00	

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

COPS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
625-42-4100 SVPP	12,000.00	12,000.00	.00	(12,000.00)	.0
TOTAL SOURCE 42	12,000.00	12,000.00	.00	(12,000.00)	.0
TOTAL FUND REVENUE	12,000.00	12,000.00	.00	(12,000.00)	.0
NET REVENUE OVER EXPENDITURES	12,000.00	12,000.00	.00	(12,000.00)	.0

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

LAGOON UPGRADES DESIGN SERV

ASSETS

630-10100	CASH IN COMBINED FUND	(	1,500,737.67)	
630-12000	ACCOUNTS RECEIVABLE		1,406,993.00	
	TOTAL ASSETS		(	93,744.67)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

COVID-19 CARES ACT FUND

ASSETS

660-10100	CASH IN COMBINED FUND	2,139,414.51	
660-10300	FNB CASH COVID 19	(30,000.00)	
	TOTAL ASSETS		2,109,414.51

LIABILITIES AND EQUITY

LIABILITIES

660-20100	VOUCHERS PAYABLE	15,178.18	
	TOTAL LIABILITIES		15,178.18

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	793,812.22		
BALANCE - CURRENT DATE		793,812.22	
TOTAL FUND EQUITY			793,812.22
TOTAL LIABILITIES AND EQUITY			808,990.40

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

COVID-19 CARES ACT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
660-42-4110 AMERICAN RESCUE PLAN ACT REV	797,042.97	797,042.97	.00	(797,042.97)	.0
TOTAL SOURCE 42	797,042.97	797,042.97	.00	(797,042.97)	.0
TOTAL FUND REVENUE	797,042.97	797,042.97	.00	(797,042.97)	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

COVID-19 CARES ACT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	AMERICAN RESCUE PLAN ACT					
660-70-6890	LIFT STATION PROJECT	3,230.75	3,230.75	.00	(3,230.75)	.0
660-70-6892	CAP EXP ARPA	.00	.00	1,500,000.00	1,500,000.00	.0
	TOTAL AMERICAN RESCUE PLAN ACT	3,230.75	3,230.75	1,500,000.00	1,496,769.25	.2
	TOTAL FUND EXPENDITURES	3,230.75	3,230.75	1,500,000.00	1,496,769.25	.2
	NET REVENUE OVER EXPENDITURES	793,812.22	793,812.22	(1,500,000.00)	(2,293,812.22)	52.9

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

THE AK COMMUNITY FOUNDATION

ASSETS

670-10100	CASH IN COMBINED FUND	100,000.00	
	TOTAL ASSETS		100,000.00

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

HOMELAND SECURITY PROGRAM

ASSETS

680-10100	CASH IN COMBINED FUND	(	2,341.76)	
	TOTAL ASSETS		(	2,341.76)

LIABILITIES AND EQUITY

LIABILITIES

680-20100	VOUCHERS PAYABLE	(	893.76)	
	TOTAL LIABILITIES		(	893.76)

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
REVENUE OVER EXPENDITURES - YTD	31,456.00			
BALANCE - CURRENT DATE		31,456.00		
TOTAL FUND EQUITY			31,456.00	
TOTAL LIABILITIES AND EQUITY			30,562.24	

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

HOMELAND SECURITY PROGRAM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
680-42-4570 20SHSP-GY20	32,904.00	32,904.00	.00	(32,904.00)	.0
TOTAL SOURCE 42	32,904.00	32,904.00	.00	(32,904.00)	.0
TOTAL FUND REVENUE	32,904.00	32,904.00	.00	(32,904.00)	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

HOMELAND SECURITY PROGRAM

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 60</u>					
680-60-6060	TRAVEL/TRAINING (4200)	1,448.00	1,448.00	.00	(1,448.00)	.0
	TOTAL DEPARTMENT 60	1,448.00	1,448.00	.00	(1,448.00)	.0
	TOTAL FUND EXPENDITURES	1,448.00	1,448.00	.00	(1,448.00)	.0
	NET REVENUE OVER EXPENDITURES	31,456.00	31,456.00	.00	(31,456.00)	.0

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

DIABETES PREVENTION & CONTROL

ASSETS

690-10100	CASH IN COMBINED FUND	7.53	
	TOTAL ASSETS		7.53

LIABILITIES AND EQUITY

FUND EQUITY

690-26000	DEFERRED REVENUE	372.20	
	TOTAL FUND EQUITY		372.20
	TOTAL LIABILITIES AND EQUITY		372.20

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

GOVERNMENT-WIDE FIXED ASSETS

ASSETS

700-15100	LAND	39,481,783.50	
700-15200	CONSTRUCTION IN PROGRESS	916,935.10	
700-15300	IMPROVEMENTS	2,515,429.31	
700-15400	BUILDINGS	13,144,460.20	
700-15500	MACHINERY & EQUIPMENT	6,889,379.27	
700-15600	ROADS/INFRASTRUCTURE	9,913,935.68	
700-15700	VEHICLES-GENERAL	2,250,711.65	
700-16300	ACCUM DEPR- IMPROV	(793,835.91)	
700-16400	ACCUM DEPR - BUILDINGS	(7,066,815.80)	
700-16500	ACCUM DEPR- MACH EQUIP	(3,912,369.68)	
700-16600	ACCUM DEPR- INFRASTRUCTURE	(9,491,683.83)	
700-16700	ACCUM DEPR - VEHICLES	(1,846,112.12)	
TOTAL ASSETS			52,001,817.37

LIABILITIES AND EQUITY

LIABILITIES

700-21000	INVEST FA-GENERAL FUND	62,589,509.96	
700-22000	INVEST FA-STATE GRANTS	10,772,084.62	
700-23000	INVEST FA-FEDERAL GRANTS	1,261,639.50	
700-24500	INVEST FA-LOCAL DONATION	5,000.00	
700-24700	INVEST FA-FLEET REP FUND	158,177.29	
700-25000	DONATION BY FED GOV'T	699,000.00	
TOTAL LIABILITIES			75,485,411.37
TOTAL LIABILITIES AND EQUITY			75,485,411.37

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

CARES ACTAK COMMUNITY TRANSIT

ASSETS

720-10100	CASH IN COMBINED FUND	(	177,328.02)	
	TOTAL ASSETS		(	177,328.02)

LIABILITIES AND EQUITY

LIABILITIES

720-20100	VOUCHERS PAYABLE		3,715.22	
	TOTAL LIABILITIES			3,715.22

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
	REVENUE OVER EXPENDITURES - YTD	(	3,881.06)	
	BALANCE - CURRENT DATE	(	3,881.06)	
	TOTAL FUND EQUITY		(	3,881.06)
	TOTAL LIABILITIES AND EQUITY		(	165.84)

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

CARES ACTAK COMMUNITY TRANSIT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
720-50-6231 VEHICLE PARTS & TOOLS	3,881.06	3,881.06	.00	(3,881.06)	.0
TOTAL DEPARTMENT 50	3,881.06	3,881.06	.00	(3,881.06)	.0
TOTAL FUND EXPENDITURES	3,881.06	3,881.06	.00	(3,881.06)	.0
NET REVENUE OVER EXPENDITURES	(3,881.06)	(3,881.06)	.00	3,881.06	.0

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

USDOJ CORONAVIRUS EMERGENCY

ASSETS

750-10100	CASH IN COMBINED FUND	(	3,594.00)	
	TOTAL ASSETS		(	3,594.00)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

ASSET-DEFERRED COMP PLAN

ASSETS

800-12009	ASSETS-DEFERRED COMP PLAN	1,286,076.63	
	TOTAL ASSETS		1,286,076.63

LIABILITIES AND EQUITY

LIABILITIES

800-21000	OBLIGATION TO EMPLOYEES	1,286,076.63	
	TOTAL LIABILITIES		1,286,076.63
	TOTAL LIABILITIES AND EQUITY		1,286,076.63

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

FUND 830

ASSETS

830-10100	CASH ALLOCATION	(	5,108.49)	
830-12000	ACCOUNTS RECEIVABLE		2,862.94	
	TOTAL ASSETS		(	2,245.55)

CITY OF BETHEL
BALANCE SHEET
AUGUST 31, 2022

BETHEL ENDOWMENT FUND

ASSETS

900-10100	CASH IN COMBINED FUND	1,453,136.60	
900-11290	INVESTMENT- AMLIP ENDOWMENT	447,730.54	
	TOTAL ASSETS		1,900,867.14

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	2,931.73		
BALANCE - CURRENT DATE		2,931.73	
TOTAL FUND EQUITY			2,931.73
TOTAL LIABILITIES AND EQUITY			2,931.73

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2022

BETHEL ENDOWMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TRANSFERS</u>					
900-46-4740	INTERFUND TRANSFER OUT-GF70%	.00	.00	(14,000.00)	(14,000.00)	.0
	TOTAL TRANSFERS	.00	.00	(14,000.00)	(14,000.00)	.0
	<u>MISCELLANEOUS</u>					
900-49-4590	INVESTMENT INCOME	2,931.73	2,931.73	20,000.00	17,068.27	14.7
	TOTAL MISCELLANEOUS	2,931.73	2,931.73	20,000.00	17,068.27	14.7
	TOTAL FUND REVENUE	2,931.73	2,931.73	6,000.00	3,068.27	48.9
	NET REVENUE OVER EXPENDITURES	2,931.73	2,931.73	6,000.00	3,068.27	48.9