

CITY OF BETHEL

City Council Meeting Agenda, October 14, 2024 – 6:00 PM

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

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

Council Members: Mayor Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller,
Alicia Miner, Pamela Conrad, WG Anaruk



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. Written public comment must be submitted 24 hours before the meeting.*



5. APPROVAL OF AGENDA

6. UNFINISHED BUSINESS

7. NEW BUSINESS

- 7.1. a) Election Of The Mayor
b) Election Of The Vice-Mayor
c) Appointment Of Committee/Commission Council Representatives
1. Council Committees And Commissions
a. Planning Commission
b. Finance Committee
c. Public Safety And Transportation Commission
d. Port Commission
e. Public Works Committee
f. Community Parks And Recreation Committee
g. Community Action Grant Committee
2. Yuut Elitnaurviat
- 7.2. Public Hearing Of Ordinance 24-05(c): Amending The Capital Improvement, Budget For Fiscal Year

Posted October 9, 2024 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 907-543-1384

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

2025, July 1, 2024-June 30, 2025 (Acting City Manager Strickler)

- 7.3. AM 24-29: Direct Administration To Negotiate And Execute A Contract With The One Company That Received The Highest Score From The Proposal Review Committee For The Purchase And Installation A Security Fence And Gates Around The New Streets And Roads Division Shop Property On First Avenue In Bethel (Acting City Manager Strickler)

8. ADJOURNMENT

Posted October 9, 2024 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, Deputy City Clerk

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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

Introduced by: Acting City Manager Strickler
Introduction Date: September 24, 2024
October 8, 2024
Public Hearing: October 14, 2024
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #24-05 (c)

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING THE CAPITAL IMPROVEMENT, BUDGET FOR FISCAL YEAR 2025, JULY 1, 2024-JUNE 30, 2025

MUNICIPAL DOCK

WHEREAS, DOWL, the City's Engineering Firm, provided the City with a Structural Condition Assessment for the Port in July of 2023;

WHEREAS, the assessment covered the steel sheet pile bulkhead and the steel/timber east wall;

WHEREAS, at of the inspection the east wall was in SERIOUS condition due to failed tiebacks and wall creep seaward due to lack of lateral restrains at the top of the wall;

WHEREAS, in August 2024, DOWL conducted a follow-up assessment of the steel/timber east wall and determined that repairs were now critical;

WHEREAS, in response to these findings, the City moved items 20 feet away from the edge of the east wall to prevent further damage;

WHEREAS, during the August 2024 inspection, DOWL identified additional deterioration of the east wall, underscoring the need for immediate repairs;

WHEREAS, the necessary repair work involves large-scale concrete mixing and pouring, which exceeds the capabilities of City staff and will require external contractors;

WHEREAS, repairs must be completed outside the barge season but before freezing temperatures occur, limiting the repair window to the fall or spring;

WHEREAS, given the risk of spring ground heaving, the City deems it essential to allocate funds for the project and enter into an agreement to have the repairs carried out in October;

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

SECTION 1. Classification. This is a noncodified ordinance amending the City of Bethel Capital Improvement Budget for Fiscal Year 2025.

SECTION 2. Appropriations. That money shall be appropriated from the following associated City Funds for capital expenditures, amounts being returned to the fund are stricken, new appropriations are in red and underlined:

Enterprise and Other Funds Prior Year Capital Expenditures Rollover					
Municipal Dock					
Floats 520-55-6890	\$1,000,000	\$1,000,000			\$1,000,000
Port Wall Emergency Repairs				\$89,335	\$89,335 \$389,335
Lease Payment for Grader 520-50-6890 (first of three payments)					\$150,309

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

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that the Fiscal Year 2025 Capital Improvement Budget is amended.

ENACTED THIS 8 DAY OF OCTOBER 2024, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Mark Springer, Mayor

ATTEST:

Kevin Morgan, Acting City Clerk

PORT OF BETHEL

STRUCTURAL CONDITION ASSESSMENT

Bethel, Alaska

**Inspection Dates: 11/03/2022
12/07/2022
6/14/2023**

Report Date: 7/3/2023

Prepared for:

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

Prepared by:



Juneau Office:
9085 Glacier Highway, Suite 102
Juneau, AK 99801
Ph 907-780-3533

July 2023

Project # 1528.50270.53



7/3/2023

TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
1.0 INTRODUCTION	3
2.0 EXISTING CONFIGURATION.....	3
3.0 INSPECTION FINDINGS.....	6
3.1 East Wall Condition Rating: SERIOUS	6
3.1.1 Sheet Pile Wall Segment	7
3.2 Dock Face (South Wall) Condition Rating: FAIR	8
3.3 West Wall Condition Rating: FAIR.....	8
4.0 EVALUATION AND ASSESSMENT	9
5.0 RECOMMENDATIONS	9

APPENDICES

Appendix 1: PHOTOS

Appendix 2: WALL TILT AND UT THICKNESS MEASUREMENTS

Appendix 3: SITE PLAN

EXECUTIVE SUMMARY

INSPECTION

This report describes engineering services for the condition assessment of the Port of Bethel steel sheet pile bulkhead and the steel/timber east wingwall. The primary purpose of the visual inspection was to evaluate the structure's overall condition, determine the significance of observed damage and deterioration, identify necessary future inspections and maintenance, determine maintenance priorities, and address the immediate and long-term corrective actions. The inspection provides a snapshot evaluation at the time of inspection.

Routine inspections are crucial for effective waterfront facility maintenance management programs. They compare the current condition of the structure with its original as-constructed condition, identify damage and deterioration that may reduce design capacity, monitor the rate of progression over time, and determine the frequency of inspections based on prior condition rating.

CONDITION SUMMARY

The east wall is in SERIOUS condition due to failed tiebacks and wall creep seaward due to lack of lateral restraint at the top of the wall. The east wing wall has a local failure near the dock closed cell which is allowing loss of backfill. Signs of similar local failures were observed and correspond to where the wall is leaning furthest seaward.

The south wall and the west wall are in FAIR condition with minor damage.

SIGNIFICANT FINDINGS:

- The east wing wall has a fractured sheet pile near the connection with the closed cell of the main dock structure, leading to the loss of backfill material.
- The damaged sheet pile has been cut to stop the crack propagation, approximately 63" below the top of the wall.
- The east wall leans seaward, indicating failed tiebacks connecting soldier piles to anchor walls and compromising structural integrity.
- Cuts in the sheet pile webbing suggest attempts to prevent crack propagation, indicating that the wall's current structural capacity has been exceeded, putting it at risk of failure.

RECOMMENDATIONS:

DOWL is deeply concerned about the structural integrity of the east wall and risk of significant failure. Portions of the east wall should be closed until a study can be conducted to analyze the structural capacity of the wall in relation to the demands placed on the wall and until corrective actions are taken. Appendix 2 shows measurements of the wall tilt and excessive seaward deflections between soldier piles S4 through S27. No equipment should be stored or operated

within 20 feet of the east wall. There are no records of when the cracks appeared or were addressed in the sheet pile webbing near soldier piles S11 – S13. This makes it difficult to assess the severity of the situation and the rate of damage progression.

The City of Bethel should conduct a feasibility study to determine if the east wall's failed tiebacks and anchor wall system can be rehabilitated cost effectively for the steel sheet pile portion of the wall until the City can secure funds for wall replacement. This effort will require a geotechnical investigation, engineering analysis of the anchor system's current condition, and a site evaluation to determine the failure mechanism for the failed tiebacks.

The damaged east wingwall section should be repaired to prevent loss of backfill material.

The east wall should be closely monitored for additional crack formation in the sheet pile webbing, and the west wing wall should be monitored to determine if the seaward tilt is increasing and to monitor for crack development in the sheet pile webbing.

Based on the condition of the east wall, the structure should be inspected at a maximum interval of 24 months to monitor deterioration.

1.0 INTRODUCTION

The following report describes engineering services related to the above-water condition assessment of the Port of Bethel steel and timber bulkhead (wall). The site was inspected on November 3, 2022, by Nate Geary, a structural design engineer from DOWL's Bridge and Structures section; and the face of the wall was inspected on December 7, 2022, by Chase Nelson, a senior engineer with DOWL. Mudline elevations were measured along the perimeter of the wall on June 14, 2023. The weather was 10 degrees Fahrenheit with winds at 10-15 mph and blowing snow during the initial inspection. The site was hit with a winter storm two days prior to the initial inspection resulting in snow on the site and a mostly frozen river preventing skiff access along the face of the wall. The primary purpose of the routine inspection was to:

- Assign a condition assessment of the inspection results to determine the significance of observed damage and deterioration on the structure.
- Determine future inspections and maintenance required to prolong the life of the structure.
- Determine the priority of maintenance activities.

The inspection was performed per the American Society of Civil Engineers (ASCE) Manuals and Reports on Engineering Practice Number 130: "Waterfront Facilities Inspection and Assessment" and per applicable AASHTO standards for the condition evaluation/ assessment of structures. The general visual condition of all components was noted and recorded on field notes and documented with photographs. Waterfront facilities are subject to deterioration over time, and this inspection should be considered a "snapshot" evaluation at the time of the inspection.

Prior to the on-site inspection, DOWL obtained and reviewed existing photos and a 2005 inspection report to identify areas of concern for the structure.

The river was frozen during the first two site inspections, but the ice was unsafe to walk on to inspect the face of the dock (south wall). The mudline elevations along the perimeter of the wall were measured during the June, 2023 inspection.

2.0 EXISTING CONFIGURATION

The Port of Bethel was originally designed by Galliet & Silides in 1974 and constructed in 1975 by the State of Alaska. The original dock consists of four 60.5' diameter closed-cell sheet pile cells constructed parallel to the Kuskokwim River flowline and of closure walls between each of the cells. The dock face is approximately 253 feet long and has fendering along the face of the wall. The fendering consists of two rows of fixed rubber bumpers secured near the top of the wall with welded metal brackets and two rows of cylindrical donut fenders suspended by chains near the waterline. There are four 24" diameter pipe-pile mooring bollards along the face of the wall; and there is a 10" diameter bollard mounted to a HP pile near the southeast corner. The dock has a concrete curb poured flush with the top edge of the sheet pile wall. The top of the dock is approximately 13 feet MLLW.

In 1981, the east wing wall was constructed along the edge of Browns Slough. The wall is roughly 705 feet long and consists of a sheet pile wall approximately 430 feet long and a 275 feet long timber wall. The sheet pile wall has 24" diameter pipe-piles acting as soldier piles with tiebacks to an anchor wall. The timber portion of the wall has HP10x32 soldier piles spaced at roughly 8 feet on center with tiebacks to an anchor wall. The retaining timbers are 7x9 creosote-treated timbers laid flat and extend down to elevation -6' MLLW. The east wall fendering extends approximately 250 feet north of the dock face along Brown Slough and has concrete curbing along the top of wall in that area. The fendering system is the same as dock face with two fixed rows at the top and suspended cylindrical donuts near the waterline. There is 12x12 timber bullrail along the remaining length of the east wall. There are six 8" diameter mooring bollards embedded into the soldier pipe piles along the sheet pile section of the wall.

The west wing wall was constructed in 2005 and consists of two open cell sheet pile cells with a closure cell connecting the west wall to the dock's closed cell. The west wall length is roughly 100 feet, and there is no fendering along this section. There is a 24" diameter pipe-pile mooring bollard at the seaward open cell.

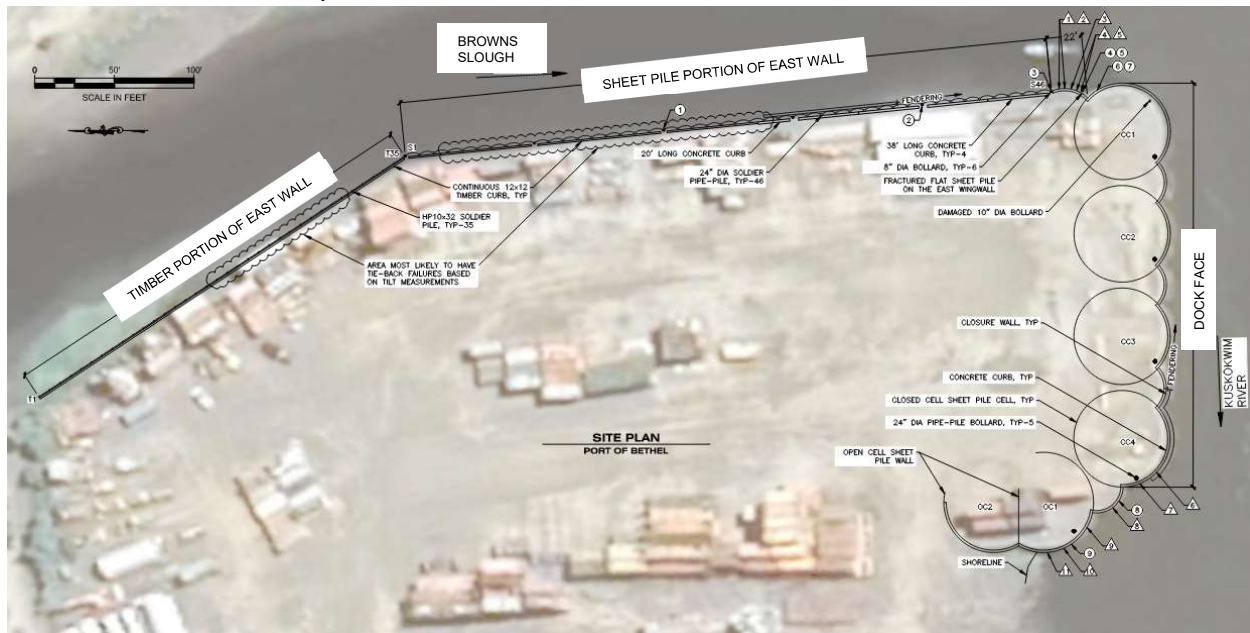


Figure 1: Site Plan – Port of Bethel.
(See Appendix 3 for enlarged site plan)



Photo 1: East Wall – Timber Segment



Photo 2: East Wall – Sheet Pile Segment



Photo 3: West Wall

3.0 INSPECTION FINDINGS

Member condition ratings used in this report are taken from the ASCE Waterfront Facilities manual and borrow from the FHWA Report No. FHWA-PD-96-001 and are summarized below:

6. **Good Condition** – some minor problems.
5. **Satisfactory Condition** – structural elements show some minor deterioration.
4. **Fair Condition** – all primary structural elements are sound but may have minor section loss, distortion, cracking, spalling or scour.
3. **Poor Condition** – advanced section loss, cracking, spalling or scour.
2. **Serious Condition** – loss of section, deterioration, spalling or scour have seriously affected primary structural components. Local failures are possible. Fatigue cracks in steel and shear cracks in concrete may be present. The condition warrants a structural review to determine the effect on strength of the structure.
1. **Critical Condition** – advanced deterioration of primary structural elements. Fatigue cracks in steel or shear cracks in concrete may be present or scour may have removed substructure support. Unless closely monitored it may be necessary to close the structure until corrective action is taken.

See Appendix 1 for damage photos, Appendix 2 for tilt and wall thickness measurements, and Appendix 3 for a site plan with damage callouts and mudline elevations.

3.1 East Wall

Condition Rating: SERIOUS

The east wall is leaning seaward indicating multiple failed tiebacks and has resulted in cracks in the sheet pile webbing. In these areas, the wall is being restrained by the moment capacity of the soldier piles, severely limiting the wall capacity and increasing the risk of local or global failures.

3.1.1 Timber Wall Segment

- The timber portion of the east retaining wall is highly permeable and built from driven HP piles with creosote treated retaining timbers that allow water seepage between the timbers. Spring breakup is likely the worst time for this condition where the water levels are high (near the top of the wall).
- The two HP soldier piles at the northern end of the timber wall are jacking out of the ground. The end pile has jacked roughly 6' out of the ground, and the adjacent pile has jacked roughly 1.5'. The retaining timbers in this section have jacked roughly 1.5'. The mudline elevation at this location is roughly 4' MLLW, and prior drawings indicate the retaining timbers extend to -6' MLLW leaving roughly 10' embedment. The (2) 1" diameter tiebacks are pulling the northern HP pile shoreward as it jacks out of the ground.
- The HP soldier pile roughly 200' from the north end of the timber section is jacking out of the ground by roughly 1'.

- The timber portion of the wall leans seaward toward Brown Slough by roughly two degrees with half of the wall leaning seaward by approximately five degrees, indicating multiple failed tiebacks.
- The steel HP and timber retaining wall material condition is fair.
- The 12x12 timber bullrail is missing a 16' section at the northern end of the wall. Overall, the timber bullrail is in poor condition with local failures and damage.
- Soldier pile, T17, is leaning seaward by 5.5 degrees; and the timber bullrail is damaged at the dap splice due to the wall movement.

3.1.2 Sheet Pile Wall Segment

- Areas of the steel sheet pile has holes cut through the webbing between soldier piles S11 and S13. This corresponds with the segment of the wall leaning furthest seaward, and it appears the these were local failures with cuts made in the sheet pile webbing to arrest crack propagation.
- The sheet pile portion of the east wall has steel soldier pipe piles leaning seaward by an average of 0.5 degrees with roughly half the wall segment's piles leaning seaward by 2-3 degrees and indicating failed tiebacks.
- UT and caliper measurements at the east wing wall sheet piles indicate minor section loss of roughly 3% to 5%.
- A 40' section of the 12x12 timber bullrail is badly damaged and completely missing in a section. The overall condition of the timber bullrail is poor.
- The top rows of fendering are mounted to the scalloped shaped wall using welded WTs with varying web lengths to provide a straight segment of fendering. The fendering brackets on the north end have crack indications along the length of the welded connection to the sheet pile web.
- Safety ladders are located at each of the 6 mooring bollards which are spaced roughly 80' apart. Some of the rebar rungs are damaged and missing and do not provide safe egress from the water. These ladders do not meet safety code.
- The 8" diameter mooring bollards are in fair condition.
- The concrete curbing is in fair condition with only minor damage.

The east wingwall has a fractured sheet pile near the connection with the closed cell of the main dock structure. The damaged sheet pile has been cut perpendicular to the crack and through the interlock and web of the adjacent sheet. The horizontal cut line follows a failed weld that appears to have spliced the top five feet of sheet pile wall to a lower section. The metal between the two sections appears to have different ages or material properties with the top section exhibiting more signs of corrosion than the lower section. The horizontal cut is roughly 63" below the top of wall.



Photo 4: Damaged East Wall Sheet Pile

The wingwall has a soldier pile with a tie-back at the end furthest from the closed cell and has a riveted connection to a t-pile at the closed cell connection. The wall tilts seaward 1 degree at the soldier pile and is plumb at the closed sheet pile cell. The adjacent sheets tilt seaward with the largest value of three degrees tilt just below the damaged area. The mudline depth was measured at 13' below the top of wall (0' MLLW), and there is no toe undermining since the sheet piles are driven to elevation -28' MLLW.

The existing flat sheet piling used on the damaged wingwall section is no longer manufactured (PS28) and cannot be replaced in-kind.

3.2 Dock Face (South Wall)

Condition Rating: FAIR

- A 10" diameter mooring bollard mounted on a HP pile is damaged and appears to have been overloaded.
- Two of the four 24" diameter pipe-pile mooring bollards are damaged.

3.3 West Wall

Condition Rating: FAIR

- The closure wall between the closed sheet pile cell, CC4, and the open sheet pile cell, OC1, has a tilt angle close to plumb at the t-pile connections to the cells but leans seaward by four degrees at the middle of the closure wall. This generates strong concern about risk of web fracturing similar to the east wingwall and portions of the east wall near soldier piles S11 – S13 and should be closely monitored for crack development.

- The mooring bollard shows minor deterioration.
- UT measurements at the west open cell and closure wall sheet piles indicate minor section loss of roughly 7%.

4.0 EVALUATION AND ASSESSMENT

The east wall was previously rated in poor condition in 2005, and this inspection confirmed many of the same defects recorded during the prior inspection. The cracks in the sheet pile wall identified in this report are new since the 2005 report. Prior inspections found failed tiebacks between the soldier piles and anchor wall, and this inspection found large segments of the wall leaning seaward. The 2005 inspection did not record exact measurements; so it is not possible to quantify how much farther the wall has tilted seaward since the last inspection. As each additional tie-back fails, there will be more strain on the remaining ones allowing the wall to tilt further at an accelerating rate until it will eventually fail. The failures can be local or global and can occur gradually or be catastrophic. The SERIOUS rating of the east wall indicates the potential for failures and the need to closely monitor for any changes in the wall tilt until the wall can be replaced.

The sheet pile fracture in the east wing wall likely occurred due to the connection between a flexible, cantilevered sheet pile wall and a rigid closed cell structure. The dock's closed cell structure is a very rigid system that gains its strength and stability from the shear strength and uses the weight of the contained infill material to resist applied loads. The attached east wingwall, on the other hand, is a flexible system that relies on tiebacks extending shoreward from the soldier piles and connected to anchor walls to utilize the lateral pressure of the wall backfill to anchor the system. The t-pile connection between the two systems creates a large stress concentration and fatigue loading on the wing wall and caused it to respond like a paperclip being flexed back and forth too many times with the load cycles.

The sheet pile web cracks between soldier piles S11 and S13 may indicate over-stressing of the sheet piles due to failures in the anchoring system and demands exceeding the structural capacity.

5.0 RECOMMENDATIONS

DOWL is deeply concerned about the structural integrity of the east wall and risk of significant failure. The wall should be replaced, and portions of the east wall should be closed until a study can be conducted to analyze the structural capacity of the wall in relation to the demands placed on the wall and until corrective actions are taken. Appendix 2 shows measurements of the wall tilt and excessive seaward deflections between soldier piles S4 through S27, along the east wingwall, and at the west wingwall (closure wall between closed cell, CC4, and open cell, OC1); and Appendix 3 shows those locations in plan view. No equipment should be stored or operated within 20 feet of the face of these damaged sections along the east wall or along the

timber portion of the east wall. This corresponds to roughly a 1:1 slope to the river mudline at the base of the wall. There are no records of when the cracks appeared or were addressed in the sheet pile webbing near soldier piles S11 – S13. This makes it difficult to assess the severity of the situation and the rate of damage progression.

The east wall condition warrants a structural review to determine the damaged anchor system's effects on the structural strength of the wall. The City of Bethel should conduct a feasibility study to determine if the east wall's failed tiebacks and anchor wall system can be rehabilitated cost effectively for the steel sheet pile portion of the wall until the City can secure funds for wall replacement. This effort will require a geotechnical investigation, engineering analysis of the anchor system's current condition, and a site evaluation to determine the failure mechanism for the failed tiebacks.

The damaged east wing wall section should be repaired or rehabilitated. To rehabilitate the wall section to the original, as-designed capacity, the damaged sheet pile should be removed and replaced with new. Because the existing PS28 sheet is no longer produced, a new sheet could be fabricated from a PS31 sheet pile to match the existing interlock width of 15 inches. A sample PS31 sheet was sent to Ed Flores at the City of Bethel to confirm that the interlock is compatible with existing. This distance between interlocks at the damaged section may have increased due to wall creep, and the existing flat sheet piles will not have much stretch to allow the gap to be closed. One potential option would be to have two halves of the replacement sheet be field welded along the web to field-fit the replacement.

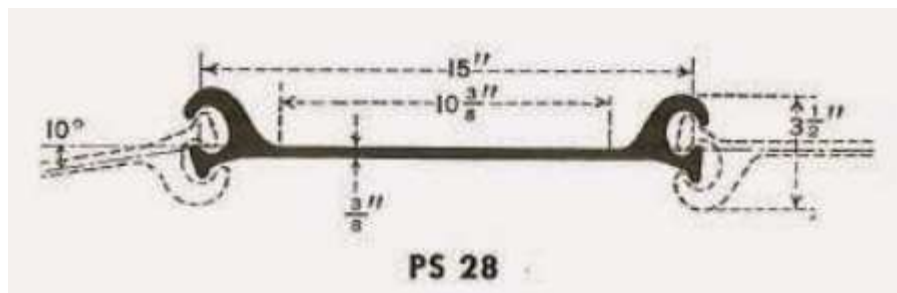


Figure 6: PS28 Flat Sheet Pile Dimensions

Another repair option would be to make a vertical cut along the adjacent sheet at the interlock and then weld a flat, steel plate along the back of the wall to retain the backfill. Because there are no as-built records of the wall construction or material type, this option will require lab analysis of the existing sheet pile to determine the material properties and whether it is weldable.

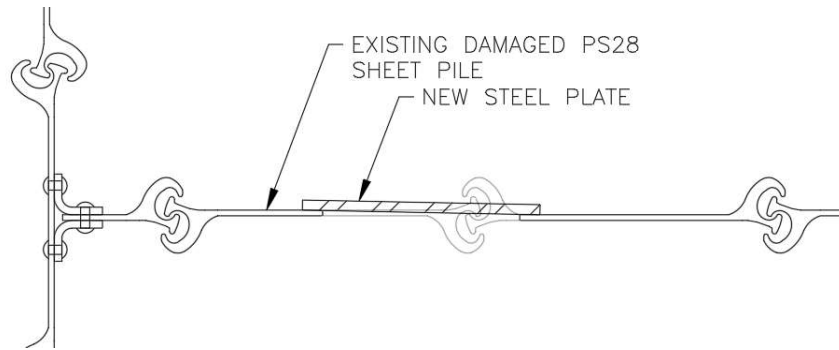


Figure 7: Welded Sheet Pile Repair Option

Neither of these options will resolve the stress riser issue unless the connection is stiffened. One upgrade option would be to encapsulate the top of the wall in reinforced concrete which will act like a pin connection at the top of the wall instead of a cantilever and will distribute the stress more efficiently to the rest of the wall section. The wall and connection would need an engineering analysis to determine the details for this type of upgrade.

Each of these options will address the loss of backfill material and the load induced fatigue in the steel sheet pile, but these will not extend the design life of the wall system.

The east wall should be closely monitored for additional crack formation in the sheet pile webbing, and the west wing wall should be monitored to determine if the seaward tilt is increasing and to monitor for crack development in the sheet pile webbing.

A routine inspection schedule should be implemented to monitor the wall for further deterioration, and tilt measurements should be compared against the findings in this report. Based on the condition of the east wall, ASCE recommends that the structure be inspected at a maximum interval of 24 months.

Due to the prior history of sheet pile toe undermining, the mudline elevation along the face of the wall should be measured at regular intervals, and the records should be stored and analyzed to determine the seasonal patterns of channel migration and identify potential future risks for undermining. Mudline measurements from this inspection are recorded in Appendix 3.

The following list summarizes the recommended corrective action priorities. The list does not include the recommended studies or wall replacement.

- **Category I – Priority**
 - Repair the damaged east wing wall sheet pile
 - Restrict cargo storage and equipment operations along east wall segments mentioned in this section.
 - Replace the damaged timber bull-rail along the east wall.
 - Implement a routine inspection program.
- **Category II – Improvements**
 - Repair damaged fender brackets.

- **Category III – Future Upgrades**

- Retrofit the east wing wall to stiffen the connection to the closed cell sheet pile.
- Remove the existing, deficient safety ladders. Provide new safety ladders at 100' intervals along the face of the bulkhead.
- Provide life rings at 200' intervals along the face of the work area.

APPENDIX 1: PHOTOS



Pile jacking at north end of the timber wall



HP leaning shoreward as the pile frost jacks while still restrained by the (2) tie-backs



Intact HP tiebacks



Differential settlement or jacking along timber wall



Evidence of failed tie-back along timber wall at soldier pile T17



Evidence of failed tie-back along timber wall and damaged timber bullrail



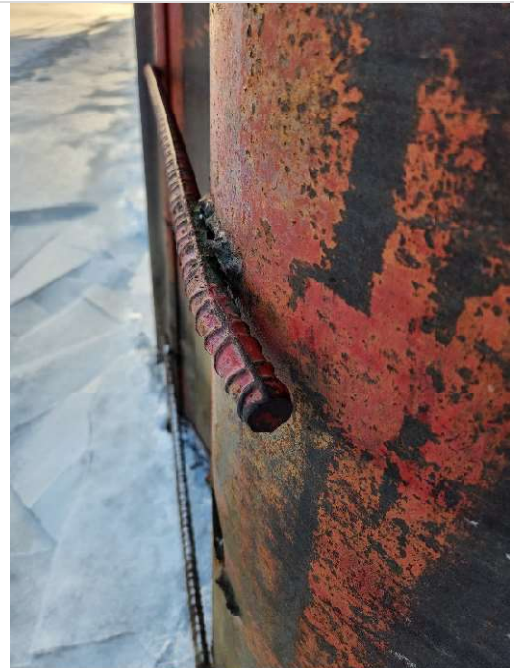
Damaged timber bullrail along timber wall



Damaged timber bullrail along timber wall



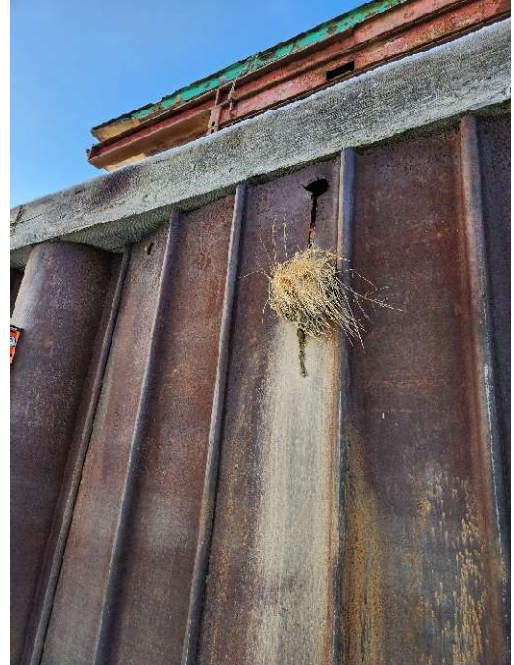
Damaged safety ladder at soldier pile T35 & S1



Damaged safety ladder at soldier pile T35 & S1



Damaged sheet pile near soldier pile S11



Damaged sheet pile near soldier pile S12



Damaged sheet pile near soldier pile S13



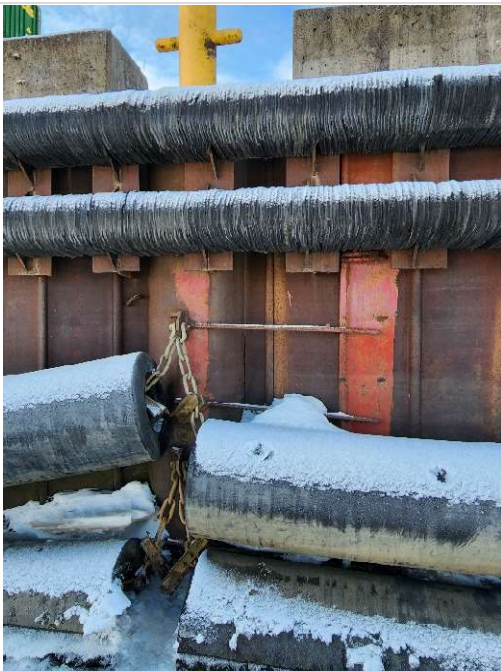
Safety ladder at soldier pile S19



Start of east wall fendering



Crack indication at connection between fendering bracket and wall near start of east wall fendering



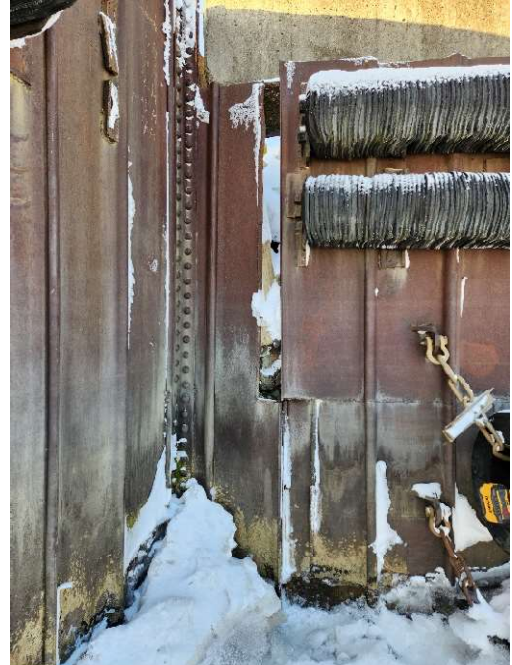
Safety ladder at soldier pile S28



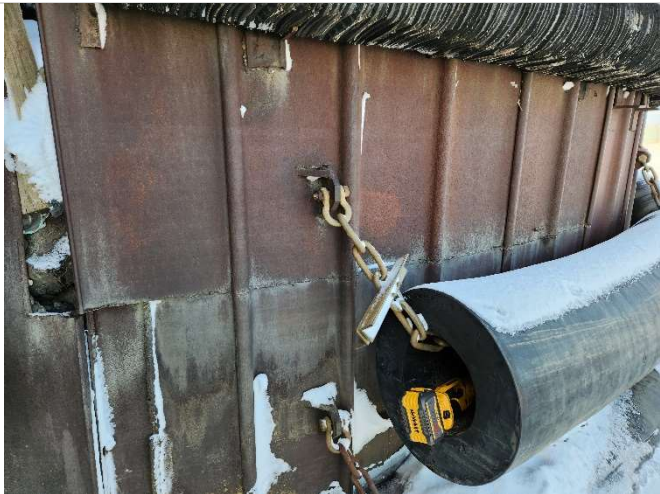
Safety ladder at soldier pile S37



Safety ladder at soldier pile S46



Damaged east wing wall sheet pile



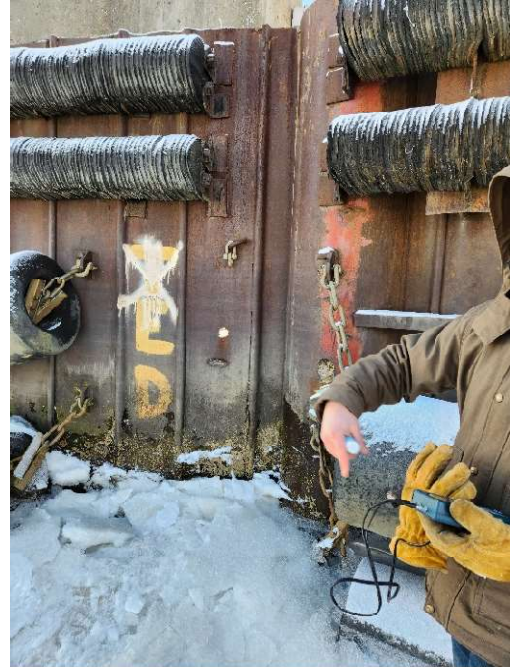
Damaged east wing wall sheet pile. Note splice between top sheet pile area and lower section



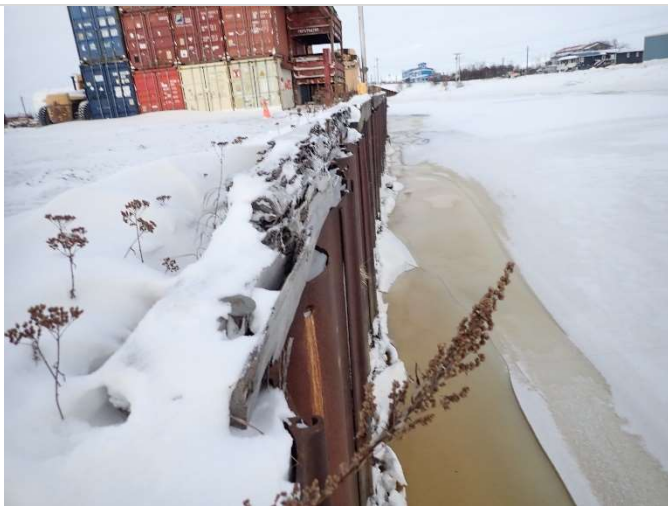
Welded splice connection between top and bottom wall sections



Prep area for UT thickness remaining measurement



Prep area for UT thickness remaining measurement near soldier pile S46



Damaged timber bullrail along east sheet pile wall



Damaged timber bullrail along east sheet pile wall



Fendering and concrete curb along east sheet pile wall



8" dia mooring bollard at intersection of east timber and sheet pile wall



8" dia mooring bollard between concrete curbs on the east sheet pile wall.



Damaged sheet pile on east wall



Safety ladder on east sheet pile wall



Fendering on east sheet pile wall



Concrete curb and fendering along east sheet pile wall



Concrete curb and fendering along east sheet pile wall



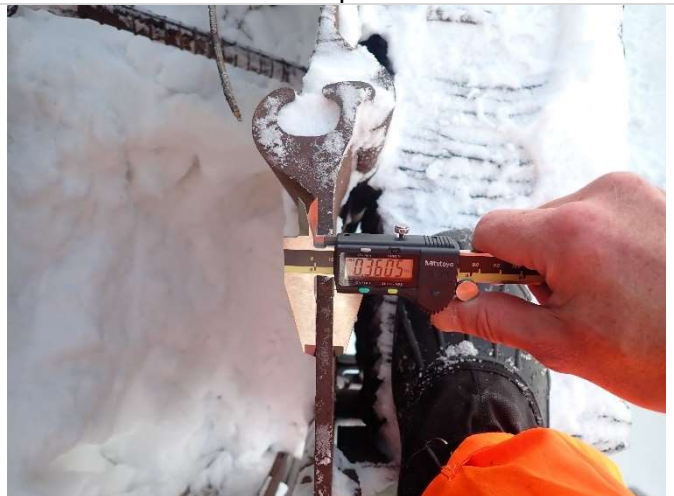
Minor damage to concrete curb metal strip along east wall.



Fractured sheet pile with material loss at connection between east wing wall and dock closed sheet pile dock cell



Fractured sheet pile with material loss at east wing wall



East wing wall PS28 web thickness remaining at top of wall



Overall length of PS28 sheet pile at east wing wall



Length of damaged sheet pile section



Top of dock face



Damaged 10" dia bollard at SE corner of dock (closed cell #1)



Damaged 24" dia pipe pile bollard at closed cell #2



Damaged 24" dia pipe pile bollard at closed cell #3. Hole has been drilled through pile-pile with a 3" dia bar inserted through the pile



Top of west wing wall



Elevation view of the west wing wall and armour rock protecting the wall's shoreward toe



Leaning closure wall between closed cell, CC4, and open cell, OC1. Photo taken in Dec inspection when the ice was thick enough for foot traffic along the east and west walls.



Start of fendering at closed cell, CC4

APPENDIX 2: WALL TILT AND UT THICKNESS MEASUREMENTS

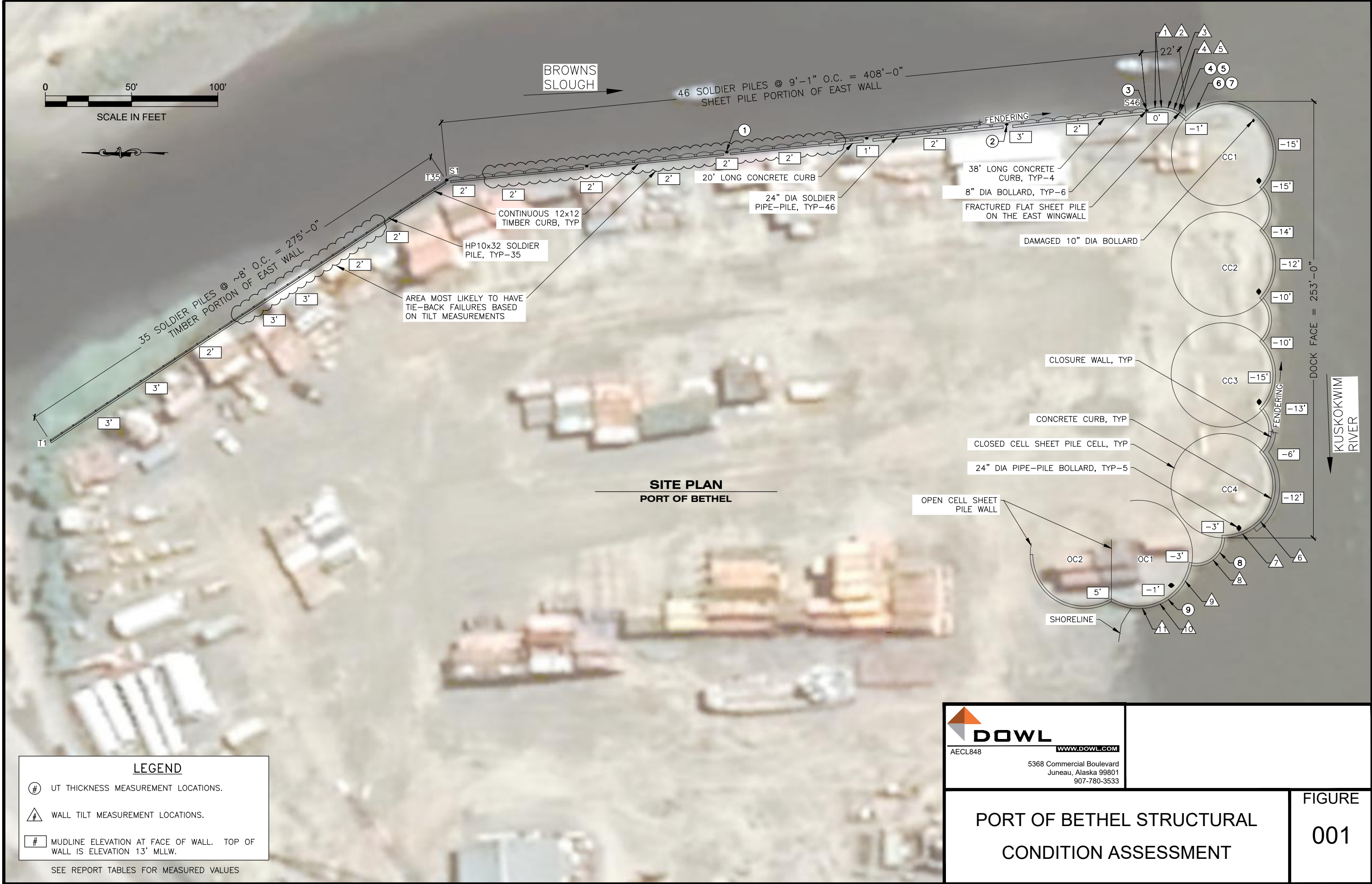
#	East Timber Wall Soldier Pile	
	Tilt (degrees)	Notes
T1	6.7	
T2		
T3		
T4	3.0	
T5		
T6		
T7	1.7	
T8		
T9		
T10	2.0	
T11		
T12		
T13	1.5	
T14		
T15		
T16	2.0	
T17		Damaged
T18	5.5	
T19		
T20	3.2	
T21		
T22		
T23	4.6	
T24		
T25		
T26	4.4	
T27		
T28		
T29	4.5	
T30		
T31		
T32	2.2	
T33		
T34	1.4	
T35	0.0	Sheet Pile #1

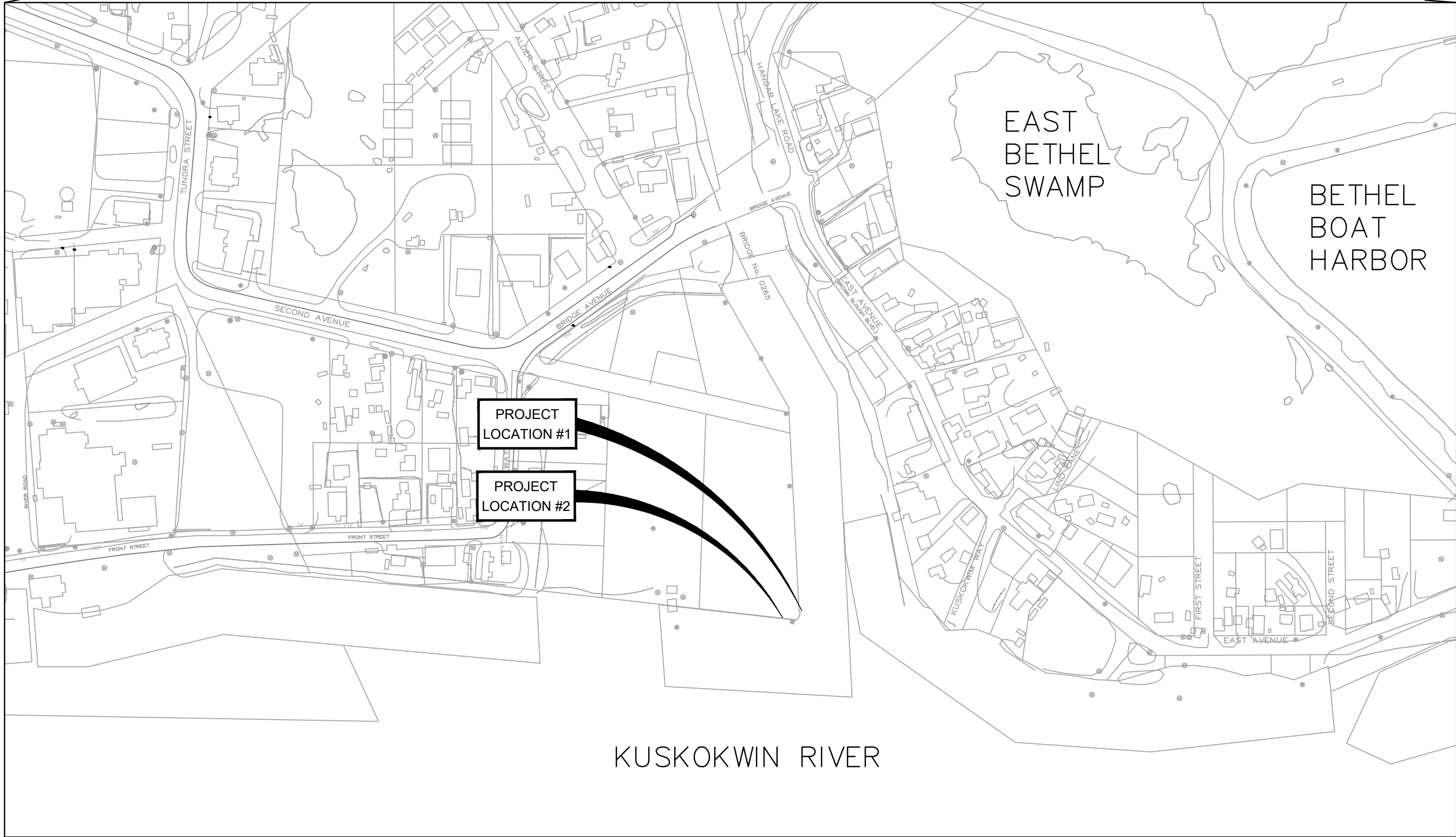
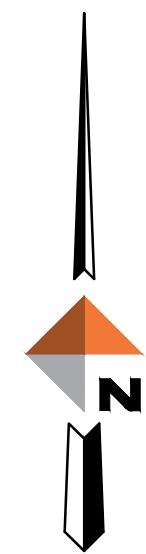
#	East Steel Wall Soldier Pile	
	Tilt (degrees)	Notes
S1	0.0	Timber Pile #35,
S2	0.7	
S3	0.3	
S4	1.7	
S5	1.7	
S6	1.6	
S7	1.0	
S8	0.6	
S9	1.8	
S10	0.5	
S11	2.5	Damage - See Photos
S12	2.5	Damage - See Photos
S13	3.0	Damage - See Photos
S14	2.8	
S15	2.5	
S16	2.0	
S17	1.6	
S18	1.2	
S19	1.2	Safety Ladder, Thickness Reading #1
S20	1.0	
S21	0.5	
S22	0.7	
S23	1.4	
S24	1.8	
S25	1.7	
S26	1.8	Bumpers begin
S27	0.5	
S28	0.6	Safety Ladder
S29	0.3	
S30	1.0	
S31	0.5	
S32	0.5	
S33	0.4	
S34	0.7	
S35	0.3	
S36	0.3	
S37	0.5	Safety Ladder, Thickness Reading #2
S38	0.0	
S39	0.9	
S40	0.4	
S41	0.3	
S42	0.6	
S43	0.6	
S44	0.7	
S45	0.6	
S46	0.6	Safety Ladder, Thickness Reading #3

#	E Wingwall Sheet Pile	
	Tilt (degrees)	Notes
1	1.0	Damaged sheet pile hinged seaward 6 to 8 inches.
2	1.9	
3	3.0	
4	2.0	
5	2.0	
#	W Wall Sheet Pile	
	Tilt	Notes
6	1.0	
7	1.0	
8	4.0	
9	0.4	
10	0.5	
11	0.1	

#	UT Thickness Remaining Measurements	
	Location	Notes
1	0.410	Steel Pile 19
2	0.380	Steel Pile 37
3	0.385	Steel Pile 46
4	0.327	On patched section of wall at failure point.
5	0.366	On original wall at failure point.
6	0.502	On closed cell wall after failure point.
7	0.502	On closed cell wall after failure point below summer water line.
8	0.467	West wall
9	0.467	West wall

APPENDIX 3: SITE PLAN





PORT WALL REPAIRS

CITY OF BETHEL

BETHEL, ALASKA

PREPARED FOR:
CITY OF BETHEL
P.O. BOX 1388
BETHEL, AK 99559

PREPARED BY:



AECL848 WWW.DOWL.COM

5015 Business Park Blvd, Ste 4000
Anchorage, Alaska 99503
907-562-2000

SHEET NO.	TITLE
GENERAL	
G001	COVER
G002	LEGEND, ABBREVIATIONS, & NOTES
G003	SITE PLAN
STRUCTURAL	
S0.01	SHEET PILE REPAIR DETAILS (LOCATION #1)
S0.02	SHEET PILE REPAIR DETAILS (LOCATION #1)
S1.01	CONCRETE REPAIR DETAILS (LOCATION #2)

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LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE
		ADJACENT PROPERTY
		ROW CENTERLINE
		EASEMENT LINE
		CONCRETE
		EDGE OF PAVEMENT
		WATER LINE
		FIREHYDRANT
		CAP
		AIR RELEASE VALVE
		YARD DRAIN
		GAS LINE
		COMMUNICATION LINE
		COMMUNICATIONS PEDESTAL
		OVERHEAD ELECTRIC LINE
		UNDERGROUND ELECTRIC LINE
		POWER POLE / UTILITY POLE
		LIGHTPOLE
		ANCHOR
		ELECTRIC PEDESTAL
		ELECTRIC METER
		JUNCTION BOX
		BOLLARD
		TRANSFORMER
		FENCE
		SIGN
		CONTROL LINE
		CONTROL LINE & LABEL
		SHRUB
		BOULDER
		VEGETATION
		GEOTECHNICAL BORING LOCATION
		SECTION INDICATOR
		DETAIL BUBBLE
		BREAK LINE
		REVISION INDICATOR
		DEMOLITION LIMITS

GENERAL NOTES

- TOGETHER THE DRAWINGS AND CONSTRUCTION SPECIFICATIONS CONSTITUTE A COMPLETE AND INSEPARABLE SET OF CONSTRUCTION DOCUMENTS, INCLUDING ALL NECESSARY CONSTRUCTION AND MATERIALS SPECIFICATIONS TO ENSURE THE PROJECT AS CONSTRUCTED MEETS THE DESIGN INTENT. ANY DEVIATION FROM PLANS AND SPECIFICATIONS SHALL BE APPROVED BY ENGINEER.
- THIS IS A STANDARD SHEET OF SYMBOLOGY AND ABBREVIATIONS. NOT ALL SYMBOLS HAVE BEEN USED IN THIS PLAN SET.
- EXISTING GROUND CONTOURS ARE FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY SITE CONDITIONS.
- LOCATIONS OF UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS PRIOR TO CONSTRUCTION. EXERCISE CAUTION DURING EXCAVATION TO EXPOSE UTILITIES WITHOUT DAMAGE. CONTRACTOR SHALL CALL ALASKA DIG LINE (811) FOR UTILITY LOCATES BEFORE DIGGING PER A.S. 42.30.410.
- VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES ENCOUNTERED PRIOR TO CONSTRUCTION. REPORT DISCREPANCIES FROM PLANS IMMEDIATELY TO ENGINEER. RECORD LOCATIONS AND CHANGES TO UTILITIES IN SURVEY NOTES AND ON AS-BUILT DRAWINGS.
- RESTORE ALL DISTURBED PROPERTY OUTSIDE OF WORK LIMITS TO ORIGINAL CONDITIONS.

GENERAL NOTES CONTINUED:

- THE PLAN DRAWINGS DO NOT SHOW ALL LANDSCAPING AND VEGETATION TO BE ENCOUNTERED DURING CONSTRUCTION. CONTRACTOR SHOULD HAVE A PLAN TO REMOVE AND REPLACE OR WORK AROUND ANY VEGETATION. LITTLE OR NO VEGETATION IS ANTICIPATED WITHIN THE WORK AREA.
- ALL DESIGNATED ITEMS TO BE REMOVED OR DEMOLISHED SHALL BE DISPOSED OF AT AN OFF-SITE, PERMITTED LOCATION UNLESS OTHERWISE NOTED ON THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL FOLLOW ALL CITY OF BETHEL REGULATIONS FOR NOISE, HOURS OF OPERATIONS, AND DUST CONTROL.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROLS AS NECESSARY TO COMPLY WITH FEDERAL, STATE, AND MUNICIPAL LAWS THAT PROHIBIT UNPERMITTED DISCHARGE OF POLLUTANTS, INCLUDING SEDIMENTS, THAT ARE A RESULT OF EROSION AND OTHER CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL CONDUCT ALL WORK SO SEDIMENT IS NOT TRANSPORTED ONTO THE ROADWAY OR ADJACENT PROPERTY
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DEWATERING PERMITS PRIOR TO EXCAVATION. CONTRACTOR IS RESPONSIBLE FOR THE QUALITY OF EFFLUENT FROM DEWATERING PROCESSES AND ANY CONSTRUCTION RUNOFF.
- ALL COMPACTION SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS.
- WHERE ENCOUNTERED CONDITIONS DIFFER FROM THOSE INDICATED ON THE PLANS OR IN THE SPECIFICATIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO THE PERFORMANCE OF WORK.
- CONSTRUCTION SAFETY AND SANITATION FACILITIES SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND ALL WORK IN THE AREA WITH THE PROJECT ENGINEER AND COB STAFF PRIOR TO BEGINNING WORK ON THE PROJECT.
- THE CONTRACTOR MUST COMPLY WITH ALL PERMIT CONDITIONS AND RESTRICTIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A SAFE SITE DURING BOTH WORKING AND NON-WORKING HOURS.
- REFER TO THE PROJECT SPECIFICATION FOR FACILITY SHUTDOWN ALLOWANCES AND CONSTRUCTION CONSTRAINTS.
- EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURERS INSTALLATION AND STARTUP REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR MODIFICATIONS REQUIRED, IF ANY, TO ACCOMMODATE ALTERNATE EQUIPMENT.

REINFORCED CONCRETE:

ALL CONCRETE – f_c = 4000 PSI, MAXIMUM W/C = 0.5, SUBMIT MIX DESIGN. SEE SPECIFICATIONS FOR ADMIXTURES. SPECIAL INSPECTION REQUIRED.

UNLESS OTHERWISE NOTED. REINFORCING STEEL SHALL CONFORM TO ASTM SPECIFICATION A615 OR A706, GRADE 60. PROVIDE CLASS B SPLICE. SUBMIT REINFORCING STEEL SHOP DRAWINGS WITH DETAILS PER ACI 315 MANUAL OF STANDARD PRACTICE.

ASTM SPECIFICATION A706, GRADE 60, REINFORCING STEEL SHALL BE USED FOR WELDED OR FIELD-BENT BARS.

CONCRETE COVER:

ALL LOCATIONS 2”.

DRILL-IN EXPANSION ANCHORS:

”POWER-STUD+SD2” BY DEWALT OR APPROVED EQUAL. ICC-ES CERTIFICATION FOR SEISMIC RESISTANCE IN CRACKED CONCRETE REQUIRED. SPECIAL INSPECTION REQUIRED.

DRILL-IN ADHESIVE ANCHORS:

”PURE110+” ADHESIVE BY DEWALT OR APPROVED EQUAL. ICC-ES CERTIFICATION FOR SEISMIC RESISTANCE IN CRACKED CONCRETE REQUIRED. SPECIAL INSPECTION REQUIRED.

CONCRETE SCREW-IN ANCHORS:

”SCREW-BOLT+” BY DEWALT OR APPROVED EQUAL. ICC-ES CERTIFICATION FOR SEISMIC LOAD RESISTANCE IN CRACKED CONCRETE REQUIRED. SPECIAL INSPECTION REQUIRED.

STRUCTURAL STEEL:

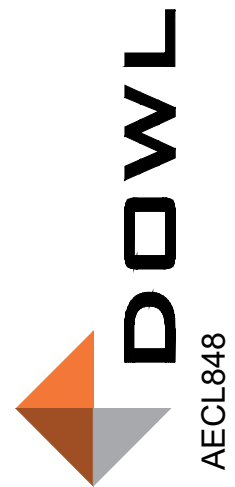
ALL STRUCTURAL STEEL PER ASTM SPECIFICATION A36.

WELDING PER AWS D1.1. MINIMUM SIZE WELDS 3/16” CONTINUOUS FILLET. WELDERS CERTIFIED PER AMERICAN WELDING SOCIETY FOR ROD AND POSITION. ELECTRODES SHALL BE E70XX MINIMUM, WITH MINIMUM CHARPY V-NOTCH TOUGHNESS OF 20 FT-LB AT -20 DEG F.

HIGH-STRENGTH BOLTS PER ASTM F3125 TYPE 1, GRADE A325 OF F1852. TYPICAL BOLTED CONNECTIONS – SNUG TIGHTENED AND PRETENSIONED. FAYING SURFACES IN BOLTED CONNECTIONS SHALL BE PREPARED TO REMOVE ALL DIRT AND LOOSE RUST BY POWER WIRE BRUSH. TENSION HIGH-STRENGTH BOLTS BY DIRECT TENSION INDICATOR METHOD USING LOAD INDICATOR DEVICES INSTALLED PER MANUFACTURER’S INSTRUCTIONS.

ABBREVIATIONS

AC	ASBESTOS CEMENT	LF	LINEAR FEET
ACP	ASPHALT CONCRETE PAVEMENT	LT	LEFT
ADA	AMERICANS WITH DISABILITIES ACT	MAX	MAXIMUM
ARFS	AS REQUIRED FOR SAFETY	MCL	MATERIALS CERTIFICATION LIST
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS	ME	MATCH EXISTING
ATM	ALASKA TRAFFIC MANUAL	MH	MANHOLE
AVAP	AS VERTICAL AS POSSIBLE	MIN	MINIMUM
AWWA	AMERICAN WATER WORKS ASSOCIATION	MJ	MECHANICAL JOINT
BLVD	BOULEVARD	N	NORTH
BOP	BOTTOM OF PIPE	NFS	NON FROST SUSCEPTIBLE
BV	BUTTERFLY VALVE	NO	NUMBER
CI	CAST IRON	NSF	NATIONAL SANITATION FOUNDATION
CL	CLASS	NTS	NOT TO SCALE
CMP	CORRUGATED METAL PIPE	O&M	OPERATION & MAINTENANCE
CO	CLEANOUT	OC	ON CENTER
COB	CITY OF BETHEL	OH	OVERHEAD
CONC	CONCRETE	OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
CTE	CONNECT TO EXISTING	PCC	PORTLAND CEMENT CONCRETE
CU	COPPER	PPI	PLASTIC PIPE INSTITUTE
CY	CUBIC YARD	PSI	POUNDS PER SQUARE INCH
Ø	DIAMETER	PVC	POLYVINYL CHLORIDE
DIA	DIAMETER	R	RADIUS
DEC	DEPARTMENT OF ENVIRONMENTAL CONSERVATION	R&R	REMOVE & REPLACE
DIP	DUCTILE IRON PIPE	ROW	RIGHT-OF-WAY
DR	DIMENSION RATIO	RT	RIGHT
EA	EACH	S	SOUTH
EG	EXISTING GRADE	SCH	SCHEDULE
ELEV	ELEVATION	SDR	STANDARD DIMENSION RATIO
E	EXISTING	SS	SANITARY SEWER
FF	FINISH FLOOR	STA	STATION
F&I	FURNISH & INSTALL	STD	STANDARD
FL	FLANGE	T	TELEPHONE
FT	FEET	TB	TEST BORING
G	GAS	TBD	TO BE DETERMINED
GB	GRADE BREAK	TYP	TYPICAL
GV	GATE VALVE	UG	UNDERGROUND
HDPE	HIGH DENSITY POLYETHYLENE	VB	VALVE BOX
HYD	HYDRANT	W	WEST
ID	INSIDE DIAMETER	W/O	WITHOUT
INV	INVERT	WT	WEIGHT
LB	POUNDS		
LC	LEVELING COURSE		



PRELIMINARY DRAWINGS



CITY OF BETHEL
PORT WALL REPAIRS
BETHEL, ALASKA

Revisions		
No.	Description	Date

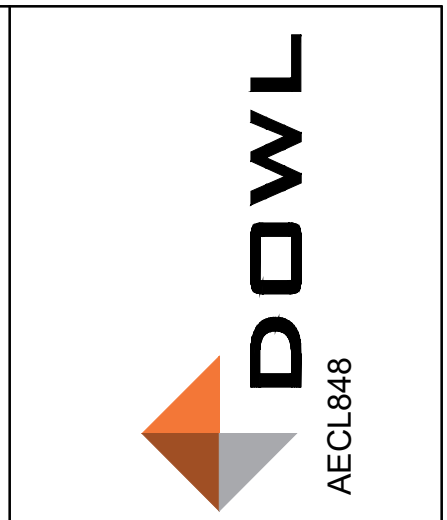
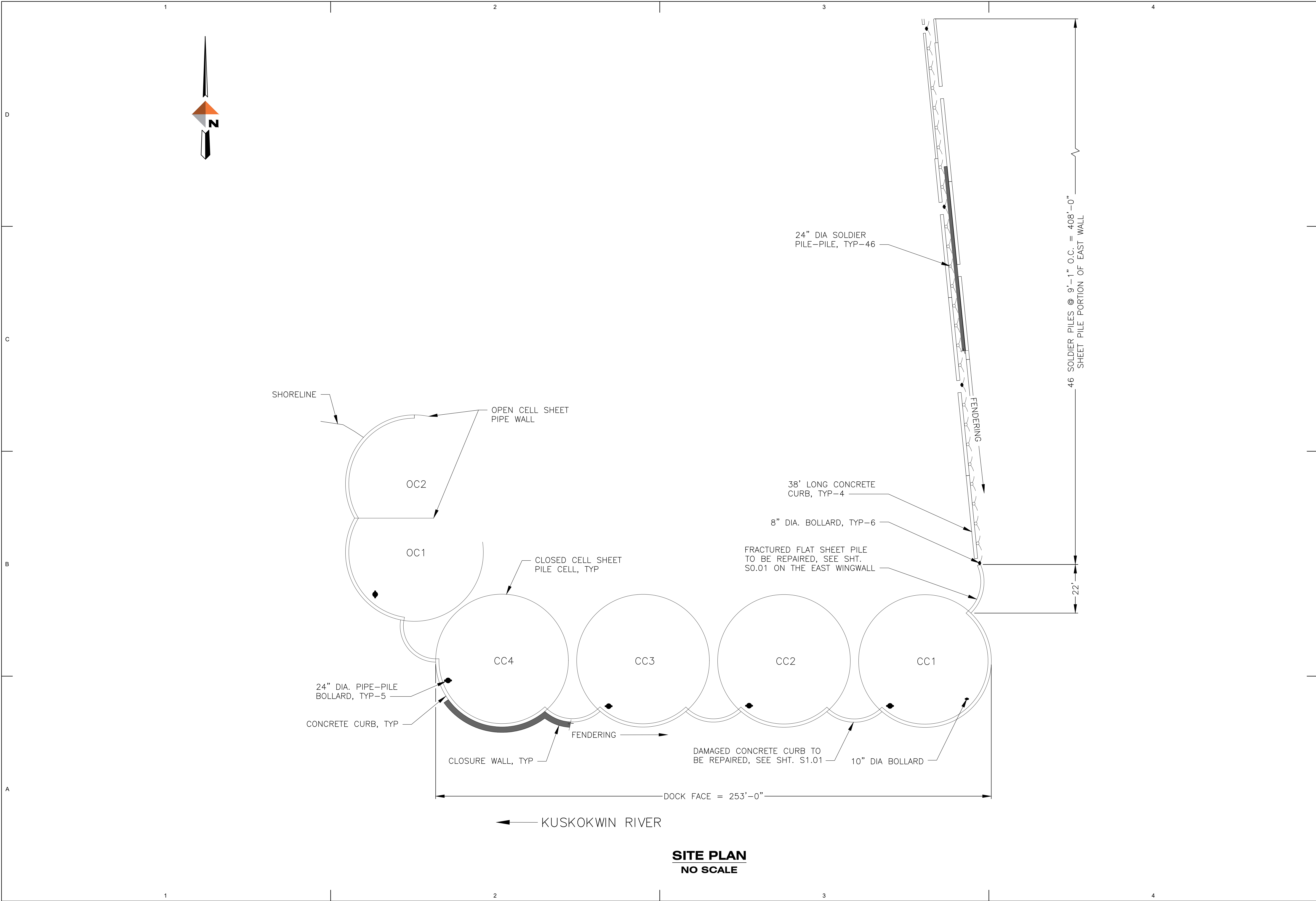
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Checked CAN	Job No. 1163.50270.69

Sheet Contents
LEGEND, ABBREVIATIONS,
AND NOTES

Sheet No.

G002

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PRELIMINARY DRAWINGS



CITY OF BETHEL
PORT WALL REPAIRS
BETHEL, ALASKA

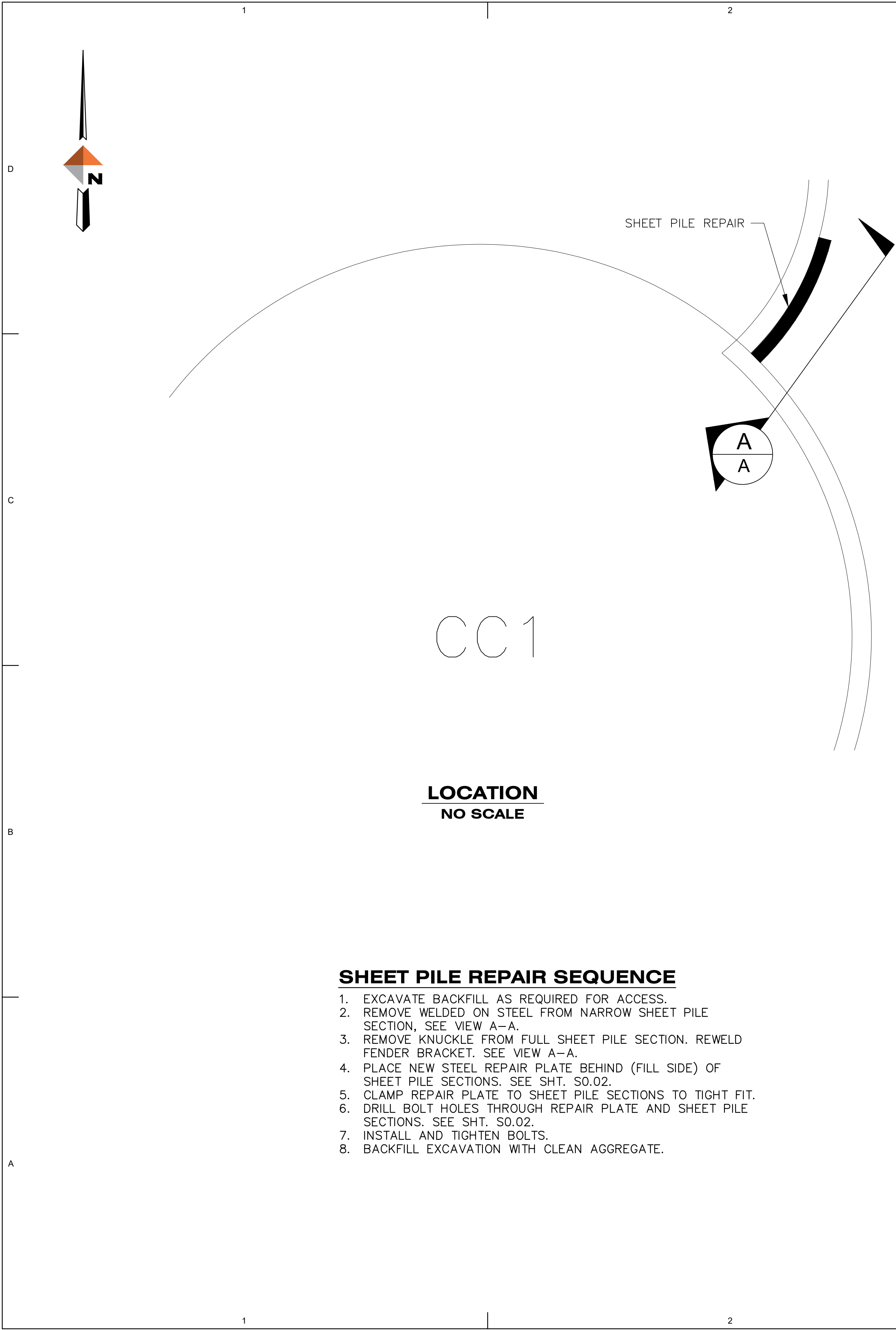
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No.	Description	Date

Drawn by JVB	Date 9/20/2024
Checked CAN	Job No. 1163.50270.69

Sheet Contents
SITE PLAN

Sheet No.
G003

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SHEET PILE REPAIR SEQUENCE

1. EXCAVATE BACKFILL AS REQUIRED FOR ACCESS.
2. REMOVE WELDED ON STEEL FROM NARROW SHEET PILE SECTION, SEE VIEW A-A.
3. REMOVE KNUCKLE FROM FULL SHEET PILE SECTION. REWELD FENDER BRACKET. SEE VIEW A-A.
4. PLACE NEW STEEL REPAIR PLATE BEHIND (FILL SIDE) OF SHEET PILE SECTIONS. SEE SHT. S0.02.
5. CLAMP REPAIR PLATE TO SHEET PILE SECTIONS TO TIGHT FIT.
6. DRILL BOLT HOLES THROUGH REPAIR PLATE AND SHEET PILE SECTIONS. SEE SHT. S0.02.
7. INSTALL AND TIGHTEN BOLTS.
8. BACKFILL EXCAVATION WITH CLEAN AGGREGATE.





AECL848

PRELIMINARY DRAWINGS



CITY OF BETHEL
PORT WALL REPAIRS
BETHEL, ALASKA

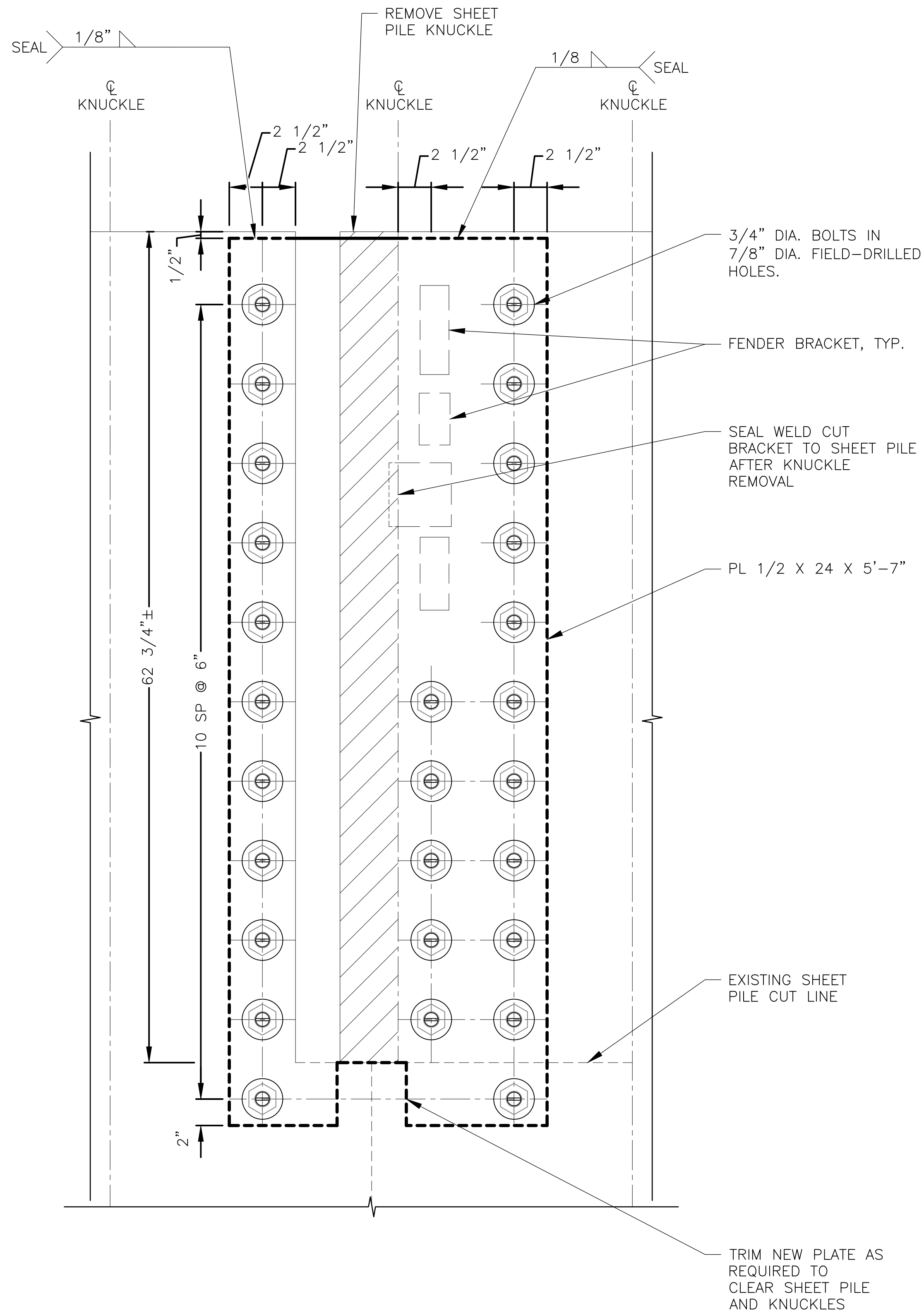
Revisions		
No.	Description	Date

Drawn by JVB	Date 9/23/2024
Checked CAN	Job No. 1163.50270.69

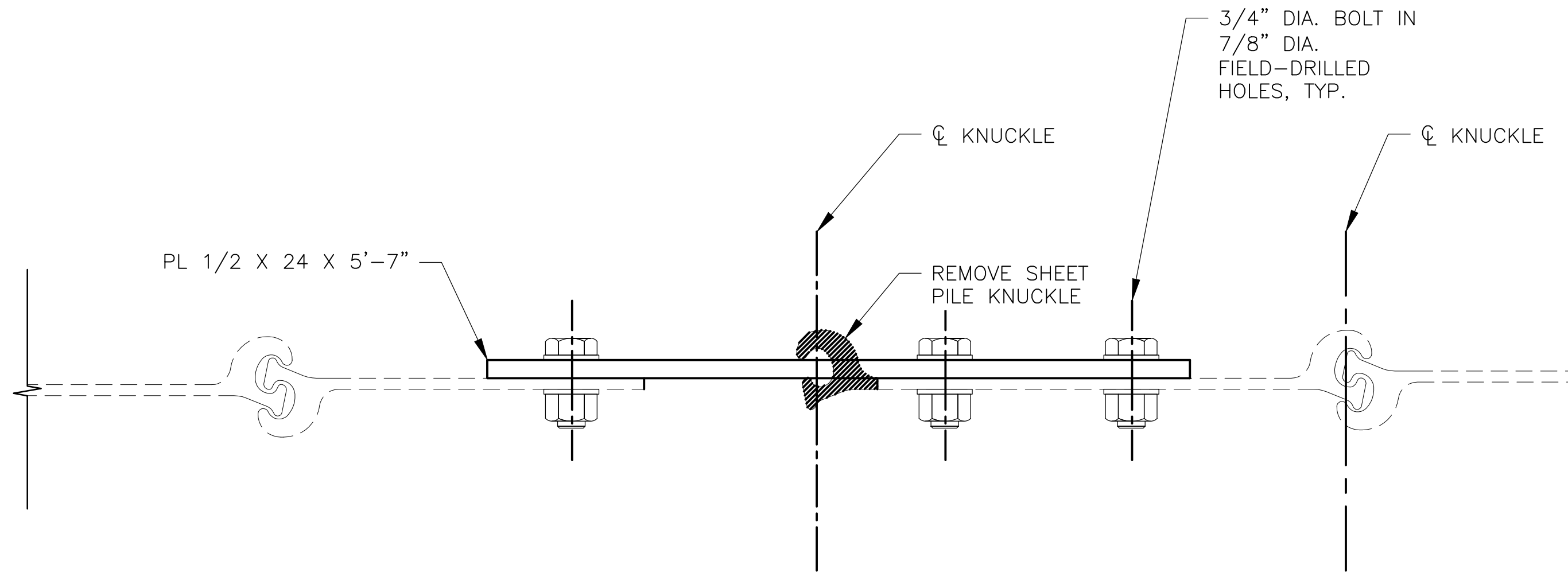
Sheet Contents
SHEET PILE REPAIR - 1

Sheet No.
S0.01

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SHEET PILE REPAIR ELEVATION
NO SCALE



SHEET PILE REPAIR PLAN
NO SCALE



PRELIMINARY DRAWINGS



CITY OF BETHEL
PORT WALL REPAIRS
BETHEL, ALASKA

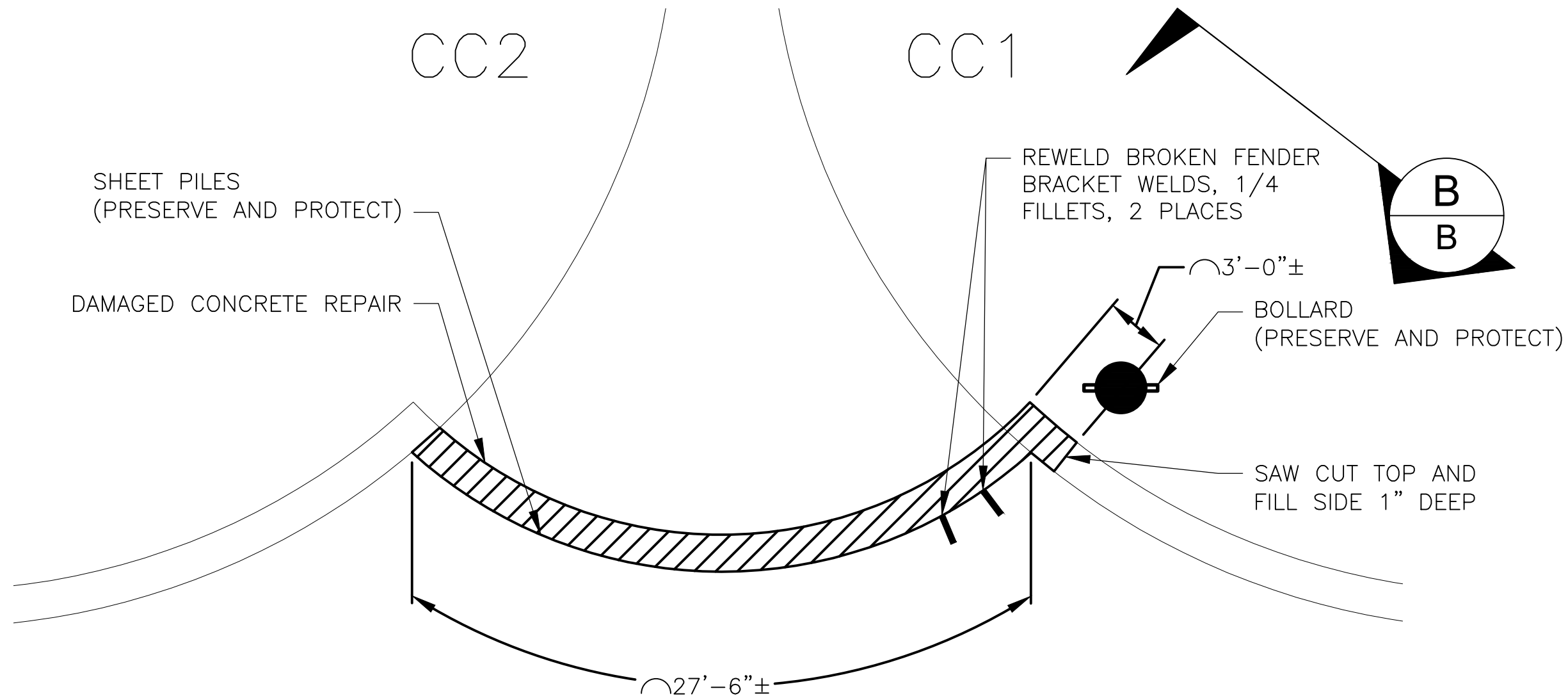
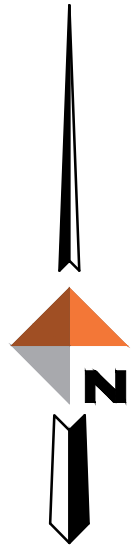
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No.	Description	Date

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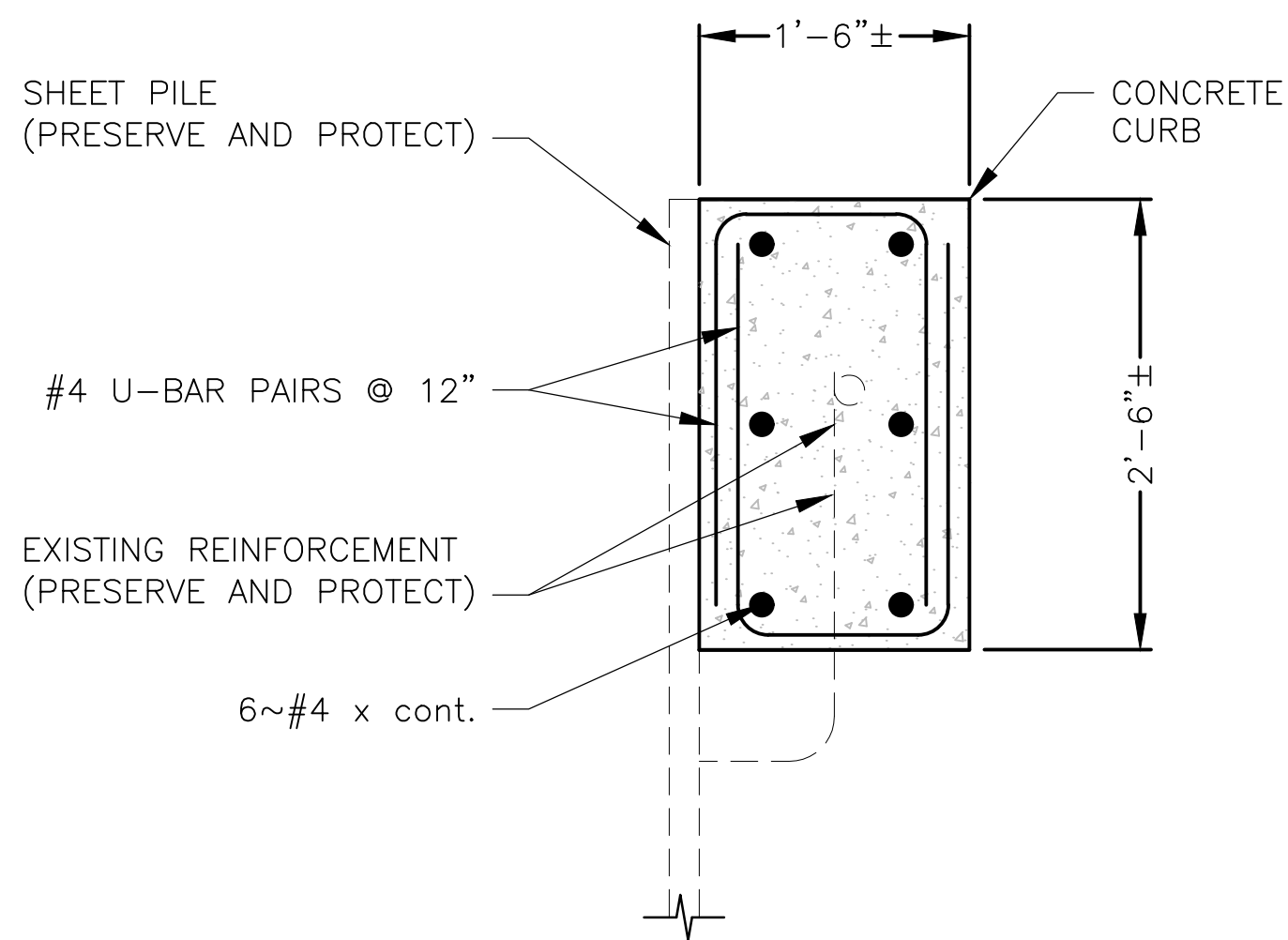
Sheet Contents SHEET PILE REPAIR - 2

Sheet No. S0.02

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LOCATION
NO SCALE



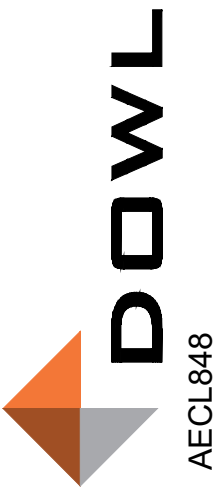
TYPICAL SECTION
SCALE: 1" = 1'-0"

CONCRETE CURB REPAIR SEQUENCE

1. EXCAVATE BACKFILL AS REQUIRED FOR ACCESS.
2. REMOVE CONCRETE AS SHOWN. PRESERVE AND PROTECT REINFORCEMENT, SHEET PILES, AND BOLLARDS.
3. CONSTRUCT CONCRETE FORMWORK AND PLACE ADDITIONAL REINFORCEMENT.
4. POUR AND CURB CONCRETE.
5. BACKFILL EXCAVATION WITH CLEAN AGGREGATE.
6. TEMPORARILY SUPPORT BUMPERS AND REWELD BROKEN FENDER BRACKET WELDS.



VIEW B-B FIGURE OF DAMAGE
NO SCALE



PRELIMINARY DRAWINGS



CITY OF BETHEL
PORT WALL REPAIRS
BETHEL, ALASKA

Revisions		
No.	Description	Date

Drawn by JVB	Date 9/23/2024
Checked CAN	Job No. 1163.50270.69

Sheet Contents
CONCRETE CURB REPAIR

Sheet No.
S1.01

City of Bethel Action Memorandum

Action memorandum No.	24-29		
Date action introduced:	10/14/2024	Introduced by:	Lori Strickler, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute a contract with the one company that received the highest score from the proposal review committee for the purchase and installation a security fence and gates around the new Streets and Roads Division Shop property on First Avenue in Bethel.

Attachment(s): (1) Draft contract for a company to purchase and install security fencing and gates around the new Streets and Roads Division Shop property in Bethel.

Amount of fiscal impact	Source of Funding	Account information
	No fiscal impact at this time.	
\$192,000	State Homeland Security Grant Program	680-61-XXXX

Summary Statement

The City of Bethel prepared and issued a Request for Proposals document on September 16, 2024 to hire a company to purchase and install 1,050 feet of security fence and gates on the Streets and Roads Division Shop property. The City prepared and issued two addendums in response to questions posed by prospective proposers. The deadline to submit proposals is October 7, 2024.

This purchase is funded entirely by the City's State Homeland Security Grant # 23SHSP-GY23. The City has \$192,000 in grant funds to make the purchase.

The City is hopeful that a fence company can install the fencing and gates in October 2024 before the ground freezes. Once the fence is installed, the Streets and Roads Division may move heavy equipment to the site.

Attachment D

PURCHASING AND CONSTRUCTION AGREEMENT FOR CHAIN-LINK PRIVACY FENCING BETWEEN THE CITY OF BETHEL AND

THIS CONTRACT is made and entered into this _____ day of _____ 2024, by and between the CITY OF BETHEL, a municipal corporation, hereafter referred to as "CITY" and AAA FENCE, INC., hereafter referred to as "CONTRACTOR."

Section 01 Purpose of Project and Scope of Services

The purpose of this project is to provide and install 1,050 linear feet of ten-foot high chain-link privacy fence, one electronic gate for vehicles, and three person swing-gates. The fence is to be installed on the perimeter of the City's new Streets and Roads Division Shop property on First Avenue in Bethel, Alaska, and shall be consistent with the specifications set forth in Attachment A, incorporated by reference.

- A. Compliance with Laws. All activities of the CONTRACTOR, or designee(s) shall be completed in accordance with all applicable federal and state laws and city ordinances, as now existing or hereafter adopted or amended. Applicable state and federal law includes but is not limited to: the Build America, Buy America Act (BABAA); Executive Order 11246 of September 24, 1965 ("Equal Employment Opportunity") as amended by Executive Order 11375 of October 13, 1967 and as supplemented by Department of Labor Regulations (41 CFR Chapter 60); the Copeland Anti-Kickback Act; the Davis-Bacon Act; the Contract Work Hours and Safety Standards Act; the Clean Water Act; the National Environmental Policy Act; the Coastal Wetlands Planning, Protection, and Restoration Act of 1990; the Energy Policy and Conservation Act; and Executive Orders 12549 and 12689 (Debarment and Suspension and the Byrd Anti-Lobbying Amendment).
- B. CONTRACTOR shall control and direct the performance of the work. CITY reserves the right to inspect, review, and approve the work to assure that it has been completed as specified prior to payment.

Section 02 Time of Performance

CONTRACTOR shall order the materials, send them to Bethel, and complete the installation by December 31, 2024.

Section 03 Compensation

- A. Subject to the provisions of this Agreement, and consistent with the CONTRACTOR's bid, CITY shall pay CONTRACTOR _____ for the sale and installation of fencing and gate. Project excludes fence signs; electrical grounding; gate locks; site restoration; and lodging and rental of vehicle while onsite.
- B. The CITY shall provide one vehicle for CONTRACTOR to use while on the job. CITY shall also provide lodging in CITY's apartment at _____
- C. Per diem, flights, and barge service must be included in the contract price. The CITY shall not pay for them directly.
- D. CONTRACTOR may use CITY's contract barge rate for shipping materials from Anchorage to Bethel on Alaska Marine Lines (AML).
- E. CONTRACTOR shall submit an itemized invoice to CITY at the end of performance. City payment will be processed promptly upon receipt of invoice and in no event will payment be issued more than thirty (30) days from receipt of invoice.
- F. The City prefers that invoices be sent by email to accountspayable@cityofbethel.net. On the invoice should be the words, "Charge to GL # 71-54-690." Invoices submitted by mail must be addressed as follows:

City of Bethel
Accounts Payable
PO Box 1388
Bethel AK 99559-1388
- G. Except as otherwise provided in this Agreement, CITY shall not provide any additional compensation, payment, service, or other thing of value to CONTRACTOR in connection with performance of this Agreement. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs CONTRACTOR may incur in the performance of its obligations under this Agreement have already been included in computation of compensation under this Agreement and shall not be charged to CITY.

Section 04 City not Responsible for Additional Expenses

CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed to in writing as part of this Agreement or as modified in this Agreement. This does not mean that unanticipated costs for the project will not be paid, simply that such costs or expenses not approved in advance by CITY will not be reimbursed.

Section 05 Standard of Performance

CONTRACTOR shall perform its services consistent with generally accepted standards presently maintained by other contractors engaged in the same type of work. Upon written notice to CONTRACTOR and by mutual agreement of the parties, CONTRACTOR will correct those services not meeting such a standard without additional compensation.

Section 06 Representations

CONTRACTOR represents that it has the requisite training, skills and experience necessary to perform under this Agreement and is appropriately accredited and licensed by all applicable agencies and government entities.

Section 07 Independent Contractor

It is the intention and understanding of the Parties that CONTRACTOR shall be an Independent Contractor. CONTRACTOR and its employees or agents performing under this Agreement are not employees or agents of CITY. CONTRACTOR shall not hold itself out as nor claim to be an officer or employee of CITY. CONTRACTOR will not make any claim of right, privilege, or benefit which would accrue to an employee under law. Industrial or any other insurance which is purchased for the benefit of CONTRACTOR shall not be deemed to convert this Agreement to an employment contract.

The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out CONTRACTOR's activities in accordance with this Agreement. For purposes of this Agreement, taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

It is recognized that CONTRACTOR may or will be performing professional services during the term for other parties and that the CITY is not the exclusive user of CONTRACTOR's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the CONTRACTOR's ability to perform the Services. CONTRACTOR agrees to resolve any conflict in favor of CITY.

Section 08 Health and Safety

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Agreement.

Section 09 Non-Discrimination

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identity, sexual orientation, gender identity, gender, national origin, disability, pregnancy, parenthood, age, marital status, status as a disabled veteran, or veteran of the Vietnam War era. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual identity, sexual orientation, gender, gender identity, national origin, disability, pregnancy, parenthood, age, marital status, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.

Section 10 Performance and Default

If CONTRACTOR fails to fulfill in a timely and proper manner the obligations under this Agreement, then CITY shall thereafter have the right to immediately terminate this Agreement by giving written notice to CONTRACTOR and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this Agreement prepared by CONTRACTOR shall, at the option of the CITY, become its property, and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. In such event, CONTRACTOR shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement, and CITY may withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due to CITY from such breach can be determined. Notwithstanding the foregoing, CONTRACTOR shall be entitled to not less than ten (10) days written notice to cure any reasonably curable condition alleged to constitute a default by CITY before a breach of this Agreement shall be declared by CITY as a result thereof.

In case of default by CONTRACTOR, CITY may procure the services from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. In addition, in the event of default by CONTRACTOR under this Agreement, or upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, CITY may immediately cease doing business with CONTRACTOR, immediately terminate for cause all existing contracts CITY has with CONTRACTOR, and bar CONTRACTOR from doing future business with CITY.

Section 11 Termination for Cause and for Convenience

CITY may terminate this Agreement for cause with thirty (30) days' written notice. CITY may also unilaterally terminate this Agreement at any time without cause by providing ninety (90) calendar days written notice from CITY to CONTRACTOR. In that event, all finished or unfinished deliverable items prepared by CONTRACTOR under this Agreement shall, at the

option of CITY become its property. If the Agreement is terminated by CITY as provided herein, CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. Termination of this Agreement, either with or without cause, shall not form the basis for loss of anticipated profits by either party.

Section 12 Termination for Non-Availability of Government Funds

If the City Council fails to authorize the expenditure of sufficient funds to continue service under this Agreement, City may submit a written notice to CONTRACTOR terminating this Agreement. Such notice shall be in writing and shall be not less than thirty (30) calendar days prior to the date of termination. The notice shall include a written statement documenting the reason for termination. The CITY shall be liable to CONTRACTOR for all charges and costs incurred for products and/or services prior to the effective date of the termination.

Section 13 Intellectual Property – Warranty of Non-Infringement

CONTRACTOR represents and warrants that the CONTRACTOR is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. CONTRACTOR further represents and warrants that the Services to be provided under this Agreement do not and will not infringe on any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

Section 14 Insurance

The CONTRACTOR shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or surplus lines insurers approved by CITY, such insurance as will protect the CONTRACTOR from claims set forth below and others, which may arise out of or as a result from the CONTRACTOR's operations under this Agreement, whether such operations are by the CONTRACTOR or by a sub-contractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Restrictions, conditions or exclusions contained in the insurance policies shall not reduce the obligations of the CONTRACTOR under this contract.

- a) Claims under worker's compensation, employers' liability, disability benefits, and other similar employee benefit acts which are applicable to the work to be performed under this contract.

Claims for damages because of bodily injury, mental anguish, sickness, disease or death of any person other than the Respondent's employees.

Claims for damages insured by usual personal injury liability insurance coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person or entity.

Claims for damages, other than to the product supplied, or to the services performed, itself because of damage to or destruction of tangible property, including loss of use resulting therefrom.

Claims for damages because of bodily injury, including death of a person, or damage to property arising out of the ownership, maintenance or use of any motor vehicle.

Claims involving the CONTRACTOR's contractual obligations and assumption of liability under this Agreement.

Liability insurance shall include at a minimum, all major divisions of coverage and be on a commercial general liability form including:

- Premises/Operations Liability
- Products/Completed Operations Liability
- Personal/Advertising Injury Liability
- Fire Damage Liability
- Medical Payments

b) The insurance required in this section, including subsection (a), shall be written for not less than the limits listed in (c) below or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence, or a claims-made basis, shall be maintained without interruption from the date of commencement of the work to the date of final payment, or termination of any insurance required to be maintained after final payment.

c) The insurance required in this section including subsection (a) shall be written for not less than the following limits:

1. *Worker's Compensation Insurance:*

Statutory Requirements of the State of Alaska, and

Employer Liability Insurance limits of:

\$500,000.00 each accident.

\$500,000.00 disease each employee.

\$500,000.00 disease policy limit.

2. *Commercial General Liability Insurance:* Form CG0001 04/13 or equivalent.

\$1,000,000.00 Combined Single Limit of Liability per Occurrence

\$1,000,000.00 Personal/Advertising Injury Limit of Liability per Occurrence

\$2,000,000.00 Annual General Aggregate Limit of Liability

\$2,000,000.00 Annual Products/Completed Operations Aggregate Limit of Liability

\$100,000.00 Fire Damage Limit of Liability Any One Fire

\$5,000.00 Medical Payment Limit Any One Person

3. *Commercial Automobile Liability Insurance: Form CA0001 10/13 or equivalent.*
\$1,000,000.00 Combined Single Limit of Liability per Accident

For all Owned, Hired, and Non-Owned Vehicles.

- d) Worker's compensation insurance and employers' liability insurance shall be in compliance with the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees. The worker's compensation insurance and employers liability insurance shall contain a waiver of subrogation provision in favor of CITY.
- e) The commercial general liability insurance shall name CITY as an additional insured as respects this contract.
- f) CONTRACTOR's required insurance is subject to review and adjustment by City, who may require reasonable changes in the amounts and types of insurance based upon changes of risk. CONTRACTOR shall be provided a written explanation for any such changes.
- g) Certificates of Insurance shall be filed with CITY prior to the commencement of this Agreement and shall be updated annually. These certificates and the insurance policies shall contain a provision that the policy shall not be canceled or allowed to expire without prior written notice to the CONTRACTOR from the insurer. If any of the insurance policies required above are canceled for any reason, the CONTRACTOR shall provide immediate notice to CITY of the cancellation and either provide: evidence of replacement or notice of reinstatement. Immediately in this section means within five (5) business days of receipt of cancellation by the CONTRACTOR. Failure to maintain these insurance provisions required of the CONTRACTOR or failure to immediately notify CITY of cancellation shall be considered a material breach of this Agreement by the CONTRACTOR, subject to termination provisions of this Agreement.

Notice described above shall be by confirmed delivery to the following location:

City of Bethel
City Manager
PO Box 1388

CONTRACTOR shall not commence any work for CITY, including any Task Order or emergency call-out unless all of the required insurance policies have been obtained and have been reviewed and approved by the CITY. Similarly, CONTRACTOR will not allow any subcontractor to commence work on a subcontract until the subcontractor has obtained the required insurance and the same has been reviewed and approved by the CITY.

Section 15 Modifications

The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

Section 16 Access to Records and Reporting Requirements

At any time, CITY or any state or federal granting authority or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions. CONTRACTOR and CITY shall retain all records for three years after final payment is made. Access to contract documents is also governed by state, federal, and local public records disclosure laws.

Section 17 Jurisdiction; Choice of Law

This Agreement shall be governed by the laws of the State of Alaska.

Section 18 Venue

The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Bethel, Alaska.

Section 19 Assignment

Neither the CONTRACTOR nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

Section 20 Time Bar to Legal Action

All legal actions by either party against the other arising out of or in any way connected with this Agreement shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the earlier of the date of substantial completion of services or the date of termination of the Agreement.

Section 21 Non-Waiver

No waiver of a breach of any covenant, term or condition of this Agreement shall not be a waiver of any subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.

Section 22 Defense and Indemnification

CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold CITY harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by CONTRACTOR's negligent acts, errors, or omissions in the performance of CONTRACTOR's services under this Agreement and those of its sub-contractors or anyone for whom CONTRACTOR may be legally liable. Under no circumstance is CITY obligated to indemnify CONTRACTOR for CONTRACTOR's own negligence.

Section 23 Dispute Resolution

In an effort to resolve any conflicts that arise between the parties under this Agreement, the CITY and CONTRACTOR agree that all disputes between them arising out of or relating to this Agreement shall be submitted first to nonbinding mediation.

Section 24 Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered, or certified mail to the following address:

CITY: City of Bethel
 Attn: City Manager
 PO Box 1388
 Bethel AK 99559
 Email: lstrickler@cityofbethel.net

CONTRACTOR: _____

Section 25 Understanding

CONTRACTOR acknowledges that it has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 26 Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 27 Authority

Each individual executing this Agreement on behalf of the CITY and the CONTRACTOR represents that such individuals are duly authorized to execute and delivery this Agreement on behalf of the CONTRACTOR or the City.

Section 28 Counterparts

This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

CITY OF BETHEL By: <u>Lori Strickler</u> Title: Acting <u>City Manager</u> Date: _____	[Contractor Name] By: _____ Title: [TBD] Date: _____
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