

CITY OF BETHEL

City Council Meeting Agenda, November 12, 2024 – 6:30 PM

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

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

Council Members: Mayor Rose Henderson, Vice-Mayor Teresa Keller, Mark Springer, 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 CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

- 6.1. *10-22-2024 Regular City Council Meeting

7. REPORTS OF STANDING COMMITTEES

- 7.1. Committee/Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

- 9.1. Public Hearing Of Ordinance 24-14: Amending Bethel Municipal Code 6.04.030, Animals, Licensing And Impoundment, Animals At Large-Impoundment And Destruction (Public Safety And Transportation Commission)
- 9.2. Public Hearing Of Ordinance 24-15: Amending Bethel Municipal Code 4.20.090, Purchasing, Procedures For Award (Acting City Manager Strickler)

10. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 24-05(d): Amending The Capital Improvement, Budget For Fiscal Year

Posted November 6, 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)

- 10.2. *Resolution 24-13: City Of Bethel Priorities For The SFY 2026 State Of Alaska Capital Budget (Acting City Manager Strickler)
- 10.3. AM 24-31: Cancellation And Rescheduling Regular City Council Meetings In November And December 2024 (Mayor Henderson)
- 10.4. *AM 24-32: Authorize The Acting City Manager To Negotiate And Execute A Contract For Construction Manager/ General Contractor For The City Of Bethel YK Community Center Expansion (Acting City Manager Strickler)

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 November 6, 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

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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

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on October 22, 2024 at 6:30 p.m., in the Council Chambers, Bethel, Alaska.
Mayor Henderson 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:
Mayor Rose Henderson Vice-Mayor Teresa Keller (<i>arrived after roll call 6:37 p.m.</i>) City Council Member Mark Springer (telephonically) City Council Member Mikayla Miller City Council Member WG Anaruk City Council Member Alicia Miner City Council Member Pamela Conrad (telephonically)
Members Absent:
Also in attendance were the following:
Acting City Manager Lori Strickler, Acting City Clerk Kevin Morgan, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

Item 4.1. - Written Public Comments

No Written Comments Submitted.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approval of the Consent and Regular Agenda.

Moved by:	Rose Henderson
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Rose Henderson, Mikayla Miller, WG Anaruk, Alicia Miner, Pamela Conrad
Opposed:	None
Results:	Motion Carries

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *10-8-2024 Regular City Council Meeting

Passed on the consent agenda.

Item 6.2. - *10-14-2024 Special City Council Meeting

Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Port Commission, Council Member Miner- Approved language for a "No Wake" zone.

Planning Commission, Mayor Henderson- No meeting since last meeting.

Community Action Grant Committee, Council Member Conrad- No meeting held yet

Community Parks and Recreation Committee, Council Member Miller- No meeting since last meeting.

Finance Committee, Council Member Anaruk- No meeting since last meeting.

Public Works Committee, Council Member Springer- Nothing to report.

Public Safety and Transportation Commission- No one present to report.

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

8. SPECIAL ORDER OF BUSINESS

Item 8.1. - Appreciation For Outgoing City Council Members (Mayor Henderson)

Former Council Member Hessler was present at the meeting to accept a commemorative bowl.

Vice-Mayor Keller arrived at 6:37 p.m.

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 24-11: Amending Bethel Municipal Code To Repeal The City Business Licensing Code And Associated Processes (Finance

Committee)

Mayor Henderson opened the Public Hearing.

No one present to be heard.

Mayor Henderson closed the Public Hearing.

Main Motion: Adopt Ordinance 24-11.

Moved by:	Teresa Keller
Seconded by:	WG Anaruk
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, WG Anaruk, Alicia Miner, Pamela Conrad
Opposed:	None
Results:	Motion Carries

Item 9.2. - Public Hearing Of Ordinance 24-12: Amending Non-Codified Fees And Charges For The City Of Bethel (Acting City Manager Strickler)

Mayor Henderson opened the Public Hearing.

No one present to be heard.

Mayor Henderson closed the Public Hearing.

Main Motion: Adopt Ordinance 24-12.

Moved by:	Mikayla Miller
Seconded by:	Teresa Keller
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, WG Anaruk, Alicia Miner, Pamela Conrad
Opposed:	None
Results:	Motion Carries

Item 9.3. - Public Hearing Of Ordinance 24-13: Adopting The 2045 City Of Bethel Comprehensive Plan And Amending Bethel Municipal Code 16.08 Comprehensive Plan (Acting City Manager Strickler)

Mayor Henderson opened the Public Hearing.

No one present to be heard.

Mayor Henderson closed the Public Hearing.

Main Motion: Adopt Ordinance 24-13.

Moved by:	Teresa Keller
Seconded by:	WG Anaruk
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, WG Anaruk, Alicia Miner, Pamela Conrad
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - *Introduction Of Ordinance 24-14: Amending Bethel Municipal Code 6.04.030, Animals, Licensing And Impoundment, Animals At Large-Impoundment And Destruction (Public Safety And Transportation Commission)

Passed on the consent agenda.

Item 10.2. - *Introduction Of Ordinance 24-15 Amending Bethel Municipal Code 4.20.090, Purchasing, Procedures For Award (Acting City Manager Strickler)

Passed on the consent agenda.

Item 10.3. - *Resolution 24-12 Supporting Neighborhood Watch Programs (Public Safety And Transportation Commission)

Passed on the consent agenda.

Item 10.4. - AM 24-29: Authorizing The City Attorney To File A Quiet Title Action For Two Lots In City Subdivision (Acting City Manager Strickler)

Main Motion: Approve AM 24-29.

Moved by:	Mikayla Miller
Seconded by:	Alicia Miner
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, WG Anaruk, Alicia Miner, Pamela Conrad
Opposed:	None
Results:	Motion Carries

Item 10.5. - *IM 24-10: Documentation That The Bethel City Council Received And Reviewed The Full Financial Budget Report And Water & Wastewater Activity Report For The Month Of September 2024 (Acting City Manager Strickler)

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 Henderson- I hope everyone is safe during the stormy weather; especially on the coast. It's getting darker; be mindful of children walking to school.

Vice-Mayor Keller- Would like to thank Acting City Manager Strickler and Public Works for making the streetlamps brighter.

Council Member Anaruk- Also appreciated the streetlamps on Ptarmigan. The roads are getting icy; be careful.

Council Member Miner- Would like to thank the Fire Department, Police Department, and the community members who responded to the fire at LKSD.

Council Member Conrad- No comment.

Council Member Miller- Would like to mention some upcoming community events: at 7pm on KYUK radio, a Spooky radio play; on Halloween at 5:30pm, the Halloween Jamboree and the KYUK haunted house.

Council Member Springer- Would like to welcome the new council members and hopes that the new Mayor has an eventful term.

13. EXECUTIVE SESSION

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Mikayla Miller
Seconded by:	Teresa Keller
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, WG Anaruk, Alicia Miner, Pamela Conrad
Opposed:	None
Results:	Motion Carries

Meeting ended at 7:13 p.m.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan,
Acting City Clerk



CITY OF BETHEL

FINANCE COMMITTEE

MONDAY, OCTOBER 28, 2024, 5:30 PM

LOCATION: 300 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA

JOIN MEETING AT ZOOM.US:

[HTTPS://US06WEB.ZOOM.US/J/3350154000?PWD=HYFLQJB5BBF9IUAXHBN9SOZQAFWPLS.1&OMN=81314125060](https://us06web.zoom.us/j/3350154000?pwd=HYFLQJB5BBF9IUAXHBN9SOZQAFWPLS.1&OMN=81314125060)

MEETING ID: 335 015 4000

PASSCODE: 140569

US TOLL-FREE PHONE NUMBERS: 888 475 4499; 833 548 0276; 833 548 0282; 877 853 5257

MEMBERS

John Hamilton, Chair
John Lloyd, Vice Chair
Robert Rey
Victoria Sosa
Patrick Snow (Council Rep)
Carolann Willard
Vacancies: 3

STAFF

Ex Officio Members
Aaron Vassalotti
Cindy Sharp
Alexandra Batchelor
finance@cityofbethel.net
907-543-1381

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

- A. Please submit written public comments to finance@cityofbethel.net by 4:00 p.m. the day of the meeting.

IV. APPROVAL OF AGENDA

- A. 10/28/2024

V. APPROVAL OF MEETING MINUTES

- A. 09/23/2024

VI. UNFINISHED BUSINESS

- A. Definition of a Rental (Alexandra Batchelor)

VII. NEW BUSINESS

VIII. EX OFFICIO REPORT

- A. September Report
- B. Other Department Reports

IX. MEMBER COMMENTS

X. ADJOURNMENT

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

Ex-Officio Staff



CITY OF BETHEL
PUBLIC SAFETY AND TRANSPORTATION COMMISSION
WEDNESDAY, NOVEMBER 6, 2024, 6:30 PM

LOCATION:

JOIN MEETING AT ZOOM.US:
<https://us06web.zoom.us/j/3350154000?pwd=HYFLQJB5BBF9IUAXHBN9SOZQAFWPLS.1&OMN=81314125060>
MEETING ID: 335 015 4000
PASSCODE: 140569
US TOLL-FREE PHONE NUMBERS: 888 475 4499; 833 548 0276; 833 548 0282; 877 853 5257

MEMBERS	STAFF
Joy Anderson, Chair Melanie Fredericks Farah Sears Musa Sailu John Hastie Jesslyn Elliot Teresa Keller, Council Rep.	James Harris, Ex Officio Member Kelsi Kime, Ex Officio Member Kkime@cityofbethel.net 907-543-3781

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON**
 - A. Please submit written public comments to police@cityofbethel.net by 4:00 p.m. the day of the meeting.
- IV. APPROVAL OF AGENDA**
- V. APPROVAL OF MEETING MINUTES**
- VI. UNFINISHED BUSINESS**
 - A. Consideration of BMC Title 5 Amendment to Allow Transportation Network Companies to Operate in Bethel. (John Hastie)
 - B. Discussion for recommending changes PSTC would like to see concerning public intoxication. (Jesslyn Elliott)
- VII. NEW BUSINESS**
 - A. Ordinance 24-xx Amending BMC Title 6.04.03C Draft Approval
 - B. Declaring a seat vacant per BMC 2.60.030F
- VIII. EX OFFICIO REPORT**
- IX. MEMBER COMMENTS**
- X. ADJOURNMENT**

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

Ex-Officio Staff

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

Ex-Officio Staff



CITY OF BETHEL

COMMUNITY PARKS AND RECREATION COMMITTEE

MONDAY, NOVEMBER 11, 2024, 6:00 PM

LOCATION: 300 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA

JOIN MEETING AT ZOOM.US:

[HTTPS://US06WEB.ZOOM.US/J/3350154000?PWD=HYFLQJB5BBF9IUAXHBN9SOZQAFWPLS.1&OMN=81314125060](https://us06web.zoom.us/j/3350154000?pwd=HYFLQJB5BBF9IUAXHBN9SOZQAFWPLS.1&OMN=81314125060)

MEETING ID: 335 015 4000

PASSCODE: 140569

US TOLL-FREE PHONE NUMBERS: 888 475 4499; 833 548 0276; 833 548 0282; 877 853 5257

MEMBERS

Brian Lefferts, Chair
Mikayla Miller Council Rep.
Michelle DeWitt
Vacant Seat
Alternate 2-Vacant

Beverly Hoffman, Vice-Chair
Jessica Pew
Sean Glasheen,
Alternate 1-Vacant

STAFF

Ex-Officos: Jason Spann, Facility Maint. Foreman
Kayla Saddler ksaddler@cityofbethel.net Phone: 907-543-1386

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

- A. Please submit written public comments to pwadmin@cityofbethel.net by 4:00 p.m. the day of the meeting.

IV. APPROVAL OF AGENDA

V. APPROVAL OF MEETING MINUTES

- A. September 9, 2024 Meeting Minutes
B. October 14, 2024 Meeting Minutes

VI. UNFINISHED BUSINESS

- A. Community Center Construction Project *Updates!*
B. Budget Purchase Request Shredder for Cut Willows and Trail Cover (Lefferts)
C. Cordova Pool energy Audit Report
D. Review of 2045 Comprehensive Plan/Identify Community Outreach Opportunities And Committee Goals (Pew/Lefferts)

VII. NEW BUSINESS

- A. Consideration of Land Designation for Park Space (DeWitt)
B. Budget Plan for Capital Budget Appropriations for Park Rehabilitation (Administration)

VIII. EX OFFICIO REPORT

- A. Department Head Reports October 2024

Posted November 5, 2024 at City Hall, AC Co., Swanson's, and the Post Office.

Ex-Officio Staff

IX. MEMBER COMMENTS

X. ADJOURNMENT

Posted November 5, 2024 at City Hall, AC Co., Swanson's, and the Post Office.

Ex-Officio Staff

City of Bethel, Alaska

Finance Committee Minutes

October 28th, 2024

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A Regular Meeting of the Finance Committee was held on October 28th, 2024 at 5:30 PM in Council Chambers at 300 Chief Eddie Hoffman Highway.

II. ROLL CALL

The following Finance Committee members were present: John Hamilton (Chair), John Lloyd, Victoria Sosa, Carolann Willard and WG Anaruk.

Also in attendance are Alexandra Batchelor, Recorder (Ex Officio) and Cynthia Sharp (Ex Officio)

Unexcused Absences: Robert Rey

Excused Absences:

III. PEOPLE TO BE HEARD:

IV. APPROVAL OF AGENDA

10/28/2024

MOVED BY	Carolann Willard	Motion to approve
SECOND BY	John Lloyd	
VOTE ON MOTION	All in favor	4-0

V. APPROVAL OF MINUTES

09/23/2024

MOVED BY	John Lloyd	Motion to approve
SECOND BY	Carolann Willard	
VOTE ON MOTION	All in favor	4-0

VI. NEW BUSINESS

VII. EX OFFICIO MEMBER REPORTS

A. Finance Report with Budget to Actuals.

B. August 2024 Manager's Reports.

VIII. COMMITTEE MEMBER COMMENTS

John Lloyd: No Comment.

John Hamilton: No Comment

WG Anaruk: No Comment.

Victoria Sosa: That all, thanks.

Carolann Willard: No Comment.

IX. Adjourned

MOVED BY	Carolann Willard	Motion to approve
SECOND BY	John Lloyd	
VOTE ON MOTION	All in Favor	4-0

The chair called the meeting to an end at 6:02 pm.

John Hamilton, Chair

ATTEST:

Alexandra Batchelor, Recorder

Introduced by: Public Safety and
Transportation
Commission
Date: October 22, 2024
Public Hearing: November 12, 2024
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 24-14

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE 6.04.030, ANIMALS, LICENSING AND IMPOUNDMENT, ANIMALS AT LARGE-IMPOUNDMENT AND DESTRUCTION

WHEREAS, the city has identified animal control as a priority and is committed to providing the tools necessary to care for and control animals in conjunction with the animal control shelter run by Bethel Friends of Canines;

WHEREAS, the animal control shelter is encountering problems with aggressive and dangerous dogs that are unsafe to be housed at the shelter for the periods of time currently required by code; and

WHEREAS, in such cases, it is reasonable for the animal control officer to exercise their discretion in reducing some of the periods of time wherein dangerous and aggressive dogs are required to be kept at the shelter prior to destruction;

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

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

SECTION 2. Amendment. Bethel Municipal Code 6.04.070030, Animals at large-Impoundment and destruction, and Bethel Municipal Code 6.04.070, Animals, Licensing and Impoundment, Impoundment, are amended. Old language is stricken, and new language is underlined.

6.04.010 Definitions.

As used in this chapter:

A. "Animal" means all domestic or domesticated members of the animal kingdom, classes Mammalia and Aves.

Introduced by: Public Safety and
Transportation
Commission
Date: October 22, 2024
Public Hearing: November 12, 2024
Action:
Vote:

B. "Animal at large" means any animal not under the immediate supervision of an owner or agent, or found unsupervised, leashed or unleashed, within the city limits on public streets, walkways, rights-of-way, public parks and playgrounds, or otherwise outside the property of an owner or agent.

C. "Animal control officer" means the chief of police or their designee who shall be responsible for the licensing of animals, rabies control of impounded animals, investigation of animal bites and complaints, maintaining the animal control program and the city animal impoundment center, and the destruction and disposal of animals. The animal control officer may participate in public education efforts concerning animal control and safety.

D. "Animal control shelter" means a city-maintained impoundment with pens for dogs and other animals.

E. "Cat" means any domestic member of the family Felidae, commonly referred to as a cat.

F. "Dangerous Animals" Any animal which, unprovoked, commits an attack upon, harms or kills a person or another domestic animal. A dangerous animal shall also include any mammal for which there is no parental rabies vaccine recognized and licensed for use to protect humans, or other species of animals, from the communicability of rabies.

FG "Dog" means any member of the mammalia family Canidae commonly called dogs, but not fox, wolf or other game species the taking of which is regulated by the state. Any game species kept as a pet must have a valid state permit.

G.H "Frequent or prolonged noise" means:

1. Repeated vocalizing by any animal(s), except an animal in a licensed kennel or a commercial facility for animals, in a sixty- (60-) minute period from the time the

Introduced by: Public Safety and
Transportation
Commission
Date: October 22, 2024
Public Hearing: November 12, 2024
Action:
Vote:

noise begins and that lasts for more than twenty (20) consecutive minutes between the hours of 7:00 a.m. and 10:00 p.m.;

2. Repeated vocalizing by any animal(s) for ten (10) consecutive minutes between the hours of 10:00 p.m. and 7:00 a.m.

H I. "Kennel" means a premises or property where four (4) or more dogs six (6) months of age or older are kept.

6.04.030. Animals at large-Impoundment and destruction.

A. Animals at large may be captured by the animal control officer and be impounded.

B. An animal at large that is reported to be aggressively threatening or intimidating a person shall be captured by the animal control officer. If after the first impoundment the animal is again reported as aggressively threatening or intimidating a person, the animal shall be destroyed.

C. An animal at large that has bitten a person unprovoked shall be impounded in isolation for ten (10) days immediately following the incident and destroyed by the animal control officer.

D. An animal at large that has bitten a person once but after investigation and due consideration has been determined by the animal control officer to have been provoked shall be impounded for ten (10) days immediately following the incident, and either released or be destroyed.

E. An animal at large that has bitten a person a second time, even if provoked, shall be impounded for ten (10) days immediately following the incident then destroyed.

F. The animal control officer may reduce the time periods set forth in this section, if the animal is too dangerous or aggressive to remain in shelter for the full time period or if there are documents proving the animal has been vaccinated for rabies. In such cases, the animal control officer shall document in writing the reasons for deviating from the standard time period.

6.04.070. Impoundment.

Introduced by: Public Safety and
Transportation
Commission
Date: October 22, 2024
Public Hearing: November 12, 2024
Action:
Vote:

A. Any animal impounded within the city animal control shelter shall be held a minimum of four (4) days unless claimed by the owner. If an animal is not claimed by the fourth (4th) business day the animal may be placed up for adoption, or destroyed at the discretion of the animal control officer.

B. Any impounded animal suspected of having rabies shall be impounded in isolation for a minimum of ten (10) days immediately following the incident.

C. Any animal that has bitten or attacked a human being shall be impounded in isolation for a minimum of ten (10) days immediately following the incident. A city agent shall contact the person who has been bitten on the first day of the animal's impoundment and the final day of its impoundment. The city agent shall inform the bitten victim of subsequent action that will be taken with the animal impounded.

D. The city council shall establish and may periodically adjust an impoundment fee schedule and a destruction fee by noncoded ordinance.

E. No animal shall be released from the animal control shelter until all licensing, impoundment, vaccination and adoption fees are paid.

F. Any person adopting an animal from the animal control shelter shall pay any and all impoundment and vaccination fees in addition to an adoption fee as set by the city council.

G. The animal control officer may reduce the time periods set forth in this section, if, in the judgment and discretion of the animal control officer the animal is too dangerous or aggressive to remain in shelter for the full time period or if there are documents proving the animal has been vaccinated for rabies. In such cases, the animal control officer shall document in writing the reasons for deviating from the standard time period.

6.04.085 Immediate destruction.

A. If after diligent effort the animal control agent is unable to capture an animal at large, whether licensed or unlicensed, if an animal in the care of animal control meets the definition of dangerous animal, sufficient to place any person in reasonable apprehension of bodily injury, the animal control officer may immediately destroy the animal by any means reasonably necessary to protect the

Introduced by: Public Safety and
Transportation
Commission
Date: October 22, 2024
Public Hearing: November 12, 2024
Action:
Vote:

immediate health, safety, and welfare of the public. If such a destroyed animal is found to be licensed, the owner shall be promptly notified.

B. Any person wishing to have their animal(s) destroyed by the animal control officer may do so upon payment of fees regulated in the BMC ordinance of fees and charges, accompanied by a waiver to relinquish said animal to the city of Bethel and Bethel police department.

C. Upon delivery of an animal to the animal control shelter when no additional facilities exist for the confining of more animals, the animal control officer may destroy summarily whichever animal has been confined at the animal control shelter for the longest period of time, for purposes of providing a place to confine the newly captured animals. Said summary destruction shall occur notwithstanding the provisions of BMC [6.04.070\(A\)](#) otherwise allowing four (4) days for redemption.

D. Reasonable efforts to notify the owner(s) of a licensed animal will be made prior to destroying said animal.

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

ENACTED THIS 12th DAY OF NOVEMBER 2024, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Rose Henderson,
Mayor

ATTEST:

Kevin Morgan,
Acting City Clerk

Introduced by: Acting City Manager
Strickler
Date: October 22, 2024
Public Hearing: November 12, 2024
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #24-15

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE 4.20.090, PURCHASING, PROCEDURES FOR AWARD

WHEREAS, the City of Bethel follows detailed procurement standards in an effort to ensure equity in awarding contracts and to protect the taxpayers' funding of municipal operations;

WHEREAS, in addition to protecting tax dollars, the City must also protect the rights of the contractors submitting bids and proposals for City projects and supplies;

WHEREAS, those protections include the City's notice of intent to award and the bidder's right to file a bid protest if the bidder finds legal or factual grounds to protest the award of the contract;

WHEREAS, Bethel Municipal Code 4.20.280 provides bidders five days from the date the City notices its intent to award to protest the award;

WHEREAS, a conflicting section of the code requires the City to notice its intent to award at least seven days before the Council's approval of the contract, reflecting an outdated procedure wherein the Council authorized contracts with specific contractors, now, the Council simply authorizes the administration to negotiate and execute the contract and to stay any award if an appeal is filed or if another cause for stay is necessary;

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

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

SECTION 2. Amendment. Bethel Municipal Code 4.20.090, Purchasing, Procedures for award is amended. Old language is stricken, and new language is underlined.

Introduced by: Acting City Manager
Strickler
Date: October 22, 2024
Public Hearing: November 12, 2024
Action:
Vote:

4.20.090 Procedures for award.

A. Contracts shall be awarded by written notice issued by the purchasing agent to the lowest qualified, responsive and responsible bidder or proposer.

~~B. At least seven (7) business days before council approval, the purchasing agent shall send written notice of intent to award the contract. Notice will be sent by to the three (3) lowest bidders/proposers.~~

B. Upon determination of the lowest qualified, responsive and responsible bidder or proposer, the purchasing agent shall send written Notice of Intent to Award to all participants in the solicitation process. The notice shall include the name of the successful bidder or proposer, and the deadline by which a bidder or proposer may file a protest in accordance with BMC 4.20.280.

C. If the lowest qualified, responsive and responsible bid/proposal exceeds the amount of funds certified by the purchasing agent to be available for the procurement, and if sufficient additional funds are not made available, the scope of the procurement may be reduced to bring its estimated cost within the amount of available funds. The purchasing agent shall issue a new invitation for bids/proposals for the reduced procurement, or, upon finding that the efficient operation of the city government requires that the contract be awarded without delay, the purchasing agent may negotiate with the three (3) lowest qualified, responsive and responsible bidders starting with the first lowest and progressing upward by price or with the three (3) most qualified proposers starting with the highest scored proposer and progressing downward by score; and may award, or recommend to the city council for award, the reduced contract to the best negotiated bid/proposal, except where prohibited by state and federal grant conditions or where another procedure has been specified in this chapter.

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

Introduced by: Acting City Manager
Strickler
Date: October 22, 2024
Public Hearing: November 12, 2024
Action:
Vote:

**ENACTED THIS 12th DAY OF NOVEMBER 2024, BY A VOTE OF _ IN FAVOR AND
_ OPPOSED.**

Rose Henderson, Mayor

ATTEST:

Kevin Morgan, Acting City Clerk

Introduced by: Acting City Manager Strickler
Introduction Date: November 12, 2024
Public Hearing: November 26, 2024
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #24-05 (d)

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

CHEMICAL STORAGE BUILDING

WHEREAS, in Fiscal Year (FY) 2023 the City Council authorized \$1,500,000 in American Rescue Plan Act (ARPA) grant expenditures and \$1,015,000 in city capital funds from FY24 and FY25 to be spent on the Public Works Department Chemical Storage Building;

WHEREAS, in May of 2024, the Council authorized the construction contract for the chemical storage building which is scheduled to be completed at the end of November;

WHEREAS, after a review of the projects funded through the last ARPA appropriation of \$2,878,532, the City will have a remaining balance of \$80,030.26;

WHEREAS, to maximize the use of the ARPA grant, the city wishes to reduce the city's expenditures associated with the project by \$80,000 and increase the ARPA contributions by \$80,000;

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:

ARPA Grant Expenses	FY23	FY24	FY25	
Chemical Storage Building 510-85-6891	\$1,500,000 ARPA Funds			ARPA: \$1,500,000 <u>\$1,580,000</u>
		\$750,000 City Funds	\$265,000 City Funds	City: \$1,015,000 <u>\$935,000</u>

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 26th DAY OF NOVEMBER 2024, BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan, Acting City Clerk

Introduced by: Acting City Manager Lori Strickler
Date: November 12, 2024
Action:
Vote:

CITY OF BETHEL

Resolution 24-13 CITY OF BETHEL PRIORITIES FOR THE SFY 2026 STATE OF ALASKA CAPITAL BUDGET

WHEREAS, the City of Bethel is proactively pursuing funds from Federal and State agencies, as well as private funding sources;

WHEREAS, the City partners with other entities, such as the local tribe, Orutsararmiut Native Council, to work collaboratively to meet resident and visitor needs;

WHEREAS, Bethel City government relies on various taxes and interest, charges for services, and licenses/permit fees to pay for major maintenance needs;

WHEREAS, as a hub community for 30,000 people living in the Yukon-Kuskokwim Delta region, the City of Bethel supports projects and expenditures that benefit tens of thousands of Alaskans who do not reside in Bethel City limits;

WHEREAS, the Bethel City Council is a seven-member body elected by resident voters of Bethel to act in the best interest of the community and intends to exhibit transparency, oversight, and accountability for all funds awarded through this request;

WHEREAS, a summary of the City of Bethel's priorities and requested funding amounts are listed in the following table:

City of Bethel Priorities	Request
Expansion of Bethel Community Center	\$3,000,000
Planning, Permitting, Design of Cargo Port East Wall	\$3,000,000
Planning, Permitting, Design for Public Works Building	\$3,000,000
TOTAL	\$9,000,000

Expansion of Bethel Community Center	\$3,000,000
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Introduced by: Acting City Manager Lori Strickler
Date: November 12, 2024
Action:
Vote:

- WHEREAS,** the Yukon Kuskokwim Fitness Center is a multi-use community facility owned and operated by the City of Bethel;
- WHEREAS,** in 2014, the contractor completed Phase One of facility construction, which included a six-lane swimming pool, baby and children's pool, water slide, weight room, fitness room, concession area, locker rooms, and a gathering space for internet and social activities;
- WHEREAS,** the fitness center is the only public community recreational and gathering space in Bethel providing critical recreational, social, health education and health monitoring opportunities to residents;
- WHEREAS,** the City completed 35% of the design of Phase Two, the addition of a new community center and gymnasium to the YK Fitness Center;
- WHEREAS,** the facility expansion will provide residents and visitors opportunities to engage in athletic and recreational sports, health monitoring/maintenance, employment preparation, and educational endeavors by including classrooms full of computers, printers, and free internet;
- WHEREAS,** the decline in Bethel's population in the last few years could be attributed to the high cost of living, remote location, limited housing and educational opportunities available, and limited social opportunities;
- WHEREAS,** the City plans to use the facility to partner with organizations, such as the Alaska Department of Labor and Workforce Development and the Alaska Vocational Technical Center (AVTEC) to offer educational and training opportunities in Bethel that will grow the region's workforce, and reduce outward migration and local labor shortages;
- WHEREAS,** classrooms will be available for specialized training opportunities such as satellite technical training workshops, first aid, CPR, EMT, safe sitter, college counseling (FASFA workshops), and disaster preparedness for Alaska's workforce;
- WHEREAS,** the new community center will provide a year-round inclusive environment, where young and old feel comfortable coming together for activities and events;
- WHEREAS,** the City of Bethel has only \$10 million to pay for the expansion, which pales in comparison to the original design cost of \$21.5 million in FY 2025 dollars;

Introduced by: Acting City Manager Lori Strickler
Date: November 12, 2024
Action:
Vote:

WHEREAS, the City is forced to significantly reduce the scope of the project and total square footage, but with a State Capital allocation of \$3,000,000 the City will be able maximize the square footage for construction with the current funding and amplify the features, such as equipment, fixtures, and functional solution within the community center to improve the visitor's experience;

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council hereby requests that the State of Alaska support the expansion of the Bethel Community Center through a legislative appropriation of \$3,000,000 in its FY 2026 Capital Budget to fund a new community center and gymnasium for the community of Bethel;

Planning, Permitting, Design of New Public Works Building	\$3,000,000
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WHEREAS, the City of Bethel relies on its 29,000 square foot outdated and inadequate Public Works facility that limits the City's ability to effectively serve our residents;

WHEREAS, the current facility constructed in 1982 to support 3,595 residents, 1,000 households with 15 miles of road, is not only inefficient, but also unable to meet the growing demands of the community which has grown to 6,152 people living in 2,000 households on 36 miles of roads;

WHEREAS, as Bethel faces harsh climate conditions, these inadequacies pose an even greater risk to service continuity, particularly for our costly water and sewer utility operations, and road maintenance.

WHEREAS, BBFM Engineers, Inc. performed a structural and condition assessment on the Public Works Building in July 2019 and determined a number of improvements could be made to the facility however, the piecemeal repair and replacement costs would not address the significant inadequacies of the facility;

WHEREAS, the City has poured a vast amount of funding into the building over the last ten years, including a \$1.5 million floor repair, a \$1 million boiler purchase and installation, and \$1.2 million in summer 2021 to purchase and install a new backup generator and performed the immediate fixes recommended in the BBFM report;

WHEREAS, with a modernized, energy efficient facility, the City will be able to improve operations and reduce operational expenses, which will assist with the possible reducing of our residents' high cost of water and sewer;

Introduced by: Acting City Manager Lori Strickler
Date: November 12, 2024
Action:
Vote:

WHEREAS, a new facility will be designed with workplace safety components to better protect our employees and the equipment used to support operations;

WHEREAS, investing in the planning and design of a new public works facility, is a critical step for the City to provide a safe, sustainable, and efficient facility that supports the necessary community services;

WHEREAS, the City anticipates needing a >50,000 square foot facility to support the growing needs of our residents, with an estimated \$1,000 per square foot construction costs, and the associated 10%-15% design costs are estimated to be over \$5,000,000 in design costs;

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council hereby seeks the State of Alaska partnership in the design of a modernized Public Works Facility through a legislative appropriation of \$3,00,000 in its FY 2026 Capital Budget;

Planning, Permitting, and Design of East Wall Port of Bethel \$3,000,000

WHEREAS, the community of Bethel and surrounding villages rely on the City Dock to receive barge shipments from Seattle and Anchorage of heavy equipment, prefabricated buildings, construction materials, and cargo;

WHEREAS, the Port of Bethel serves the region by offering a transshipment point for goods from Seattle and Anchorage destined for villages up and down the Kuskokwim River—which act to lower the cost of living;

WHEREAS, DOWL engineer firm completed the Port of Bethel Structural Condition Assessment in July 2023 and determined that the East Wall was in Serious Condition due to failed tiebacks and local failures where sections of the wall are leaning seaward;

WHEREAS, due to the Serious Condition of the East Wall, which is one step below a Critical Condition rating, DOWL recommends replacement of the East Wall and to immediately perform a more in-depth structural review to determine the strength of the wall in relation to demands placed on it;

WHEREAS, DOWL advised the City to avoid all dock activity up to 20 feet away from the water's edge of the East Wall and to avoid mooring vessels alongside it;

Introduced by: Acting City Manager Lori Strickler
Date: November 12, 2024
Action:
Vote:

WHEREAS, the City must perform a more thorough structural analysis and design the replacement of the East Wall and needs the State's help to finance this endeavor;

WHEREAS, protection of the uplands associated with the east timber wall replacement will serve to protect adjacent State of Alaska uplands that are part of City Dock;

WHEREAS, this project will help remove from the public, the dangerous creosote-saturated timbers that make up the East Timber Wall, and replace them with a steel, cement, sand, and gravel solution.

WHEREAS, DOWL engineer firm is confident that \$600,000 is sufficient to cover the cost of a thorough assessment and the planning, permitting, and design of repair and/or replacement of sections of the Cargo Dock East Wall;

WHEREAS, the City of Bethel intends to apply for Port Infrastructure Development Program grant funds in 2025 to help fund this capital project;

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council hereby requests that the State of Alaska provide \$3,000,000 in its FY 2026 Capital Budget to fund an assessment and planning, permitting, and design of repair/replacement of the East Wall of Cargo Port for the City of Bethel;

ENACTED THIS 12th DAY OF NOVEMBER 2024 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan, Acting City Clerk

City of Bethel Action Memorandum

Action memorandum No.	24-31		
Date action introduced:	11-12-2024	Introduced by:	Mayor Henderson
Date action taken:		Approved	Denied
Confirmed by:			

Title: Cancellation and Rescheduling Regular City Council Meetings in November and December 2024.

Amount of fiscal impact:		Account information:
x	No fiscal impact	

The current Regular City Council Meeting Calendar for 2024, has the following meetings scheduled for the Month of November and December:

Month	2 nd Tuesday	4 th Tuesday
November	12	26
December	10	-

This AM provides the City Council an opportunity to discuss a possible lack of quorum for the regular November 26th meeting due to the Holiday Season and provides the members an opportunity to cancel the meeting per BMC 2.04.010(B).

The Alaska Municipal League (AML) will be holding their Annual Local Government Conference in Anchorage December 9-13th. The Alaska Association of Municipal Clerk's (AAMC) will be holding their Annual Local Government Conference in Anchorage December 8-11th. Due to the attendance of the City Council Members and Council Staff at these conferences, the meeting scheduled for December 10th will face quorum and logistical issues.

BMC 2.04.010(B) requires that at least one (1) regular meeting must be held each month.

The Clerk's Office recommends that the City Council Meeting Calendar be amended to reschedule the Tuesday December 10th meeting to Tuesday December 17th.

If a regular meeting is cancelled, the agenda items that would fall on a cancelled meeting date would automatically be postponed until the next regular meeting.

City of Bethel Action Memorandum

Action memorandum No.	24-32		
Date action introduced:	November 12, 2024	Introduced by:	Acting City Manager Strickler
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Authorize the Acting City Manager to negotiate and execute a contract for Construction Manager/ General Contractor for the City of Bethel YK Community Center Expansion.

Attachment(s) Request for Bid and Addendums

Account information:		Amount of fiscal impact:
	Budgeted	

Summary Statement

The City of Bethel has \$10 Million in grant funding for the design and construction of a community center which will be an addition to the City's YK Fitness Center. The deadline for the bulk of the funds, \$9 Million to be expended is December 2026. With such a short deadline for completion, the City is utilizing a Construction Management/General Contractor contracting process for the construction of the facility. This type of contract is becoming more frequent in use as it accelerates the project delivery. The City will be project owner, and will hire a contractor to work with us, our engineers/design team, and a separately contracted Independent Cost Estimator.

The City released a Request for Qualifications on October 7, 2024. Submissions for the RFQs were required by October 28th. The Review Team held interviews with each of the submitters on October 31, and November 1. Following the interviews the Review Team finalized their individual scores which were:

Company	Total Score
Company A	2145
Company B	2855
Company C	2990

The City is seeking permission to negotiate and execute a CM/GC contract with Company C, following the close of the appeal period in accordance with Bethel Municipal Code 4.20.280 B.

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER/ GENERAL CONTRACTOR

ALSO KNOWN AS CONSTRUCTION MANAGER AT RISK SERIES (CMAR);
(CMAR-525)

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER/ GENERAL CONTRACTOR

This Agreement is by and between **[the City of Bethel]** (“Owner”) and **[Name of Construction Manager/ General Contractor]** (“Construction Manager/ General Contractor” or “CM/GC”).

Terms used in this Agreement have the meanings stated herein and in the General Conditions and the Supplementary Conditions.

Owner and CM/GC hereby agree as follows:

ARTICLE 1—THE PROJECT

- 1.01 The Project, of which the CM/GC Services and the Work under the Contract Documents are a part, is generally described as follows:

YK Community Center Expansion

ARTICLE 2—OWNER’S ADVISOR AND ENGINEER; OWNER’S PROJECT TEAM

- 2.01 The Owner has retained **[DOWL]** (Owner’s Advisor or OA) to act as Owner’s representative, assume all duties and responsibilities of advisor to Owner and construction contract administrator on behalf of Owner, and have the rights and authority assigned to Owner’s Advisor in the Contract.
- 2.02 The Owner has retained **[Architects Alaska]** (Architect/Engineer) to design the Project, to assume all duties and responsibilities of Engineer during the construction of the Project, and to have the rights and authority assigned to Engineer in the CM/GC Contract.

ARTICLE 3—CM/GC SERVICES

- 3.01 Scope of CM/GC Services

- A. CM/GC will perform the CM/GC Services set forth in Exhibit A, Scope of CM/GC Services, as authorized, and other specified CM/GC Services as expressly set forth in a Contract Amendment. Services rendered by CM/GC to meet its general construction and management obligations are not CM/GC Services, and are not compensated as CM/GC Services, unless expressly designated as such.
- B. CM/GC Services are categorized in Exhibit A as Basic Preconstruction Services; Additional Preconstruction Services; Basic Procurement Services; Additional Procurement Services; and Special Services.
- C. In Exhibit A and in scope of CM/GC Services provisions in Contract Amendments, imperative sentences with respect to the performance of services are directives to CM/GC, unless expressly indicated otherwise.

- 3.02 Basic Services, Additional Services, and Special Services

- A. Basic Services are CM/GC Services (categorized as Preconstruction or Procurement) that are identified as Basic Services in Exhibit A.
- B. In addition to Basic Services, CM/GC shall provide specific Additional Preconstruction Services and Additional Procurement Services within the scope set forth in Exhibit A, if Owner

authorizes CM/GC to do so. Owner or Owner's Advisor will authorize the specified Additional Services in a Contract Amendment. The Contract Amendment will describe the tasks to be performed, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms, if any. If a specific Additional Service has been priced during the CM/GC selection process, such price will be binding on CM/GC and Owner unless modified by mutual agreement.

- C. In addition to the services identified as Basic Services and Additional Services, after the Effective Date of the Contract the Owner and CM/GC may identify Project-related services that were not contemplated at the time the Agreement was executed, are necessary to the Project, and should be added to the scope of CM/GC Services. If Owner and CM/GC mutually agree, a Contract Amendment will be issued that specifies the scope of such Special Services, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms. Any amount included in the Agreement for Special Services will serve as the Owner's contingency for Special Services, if authorized by the Owner.

3.03 Authorization to Provide CM/GC Services

- A. CM/GC is authorized by the execution of this Agreement to begin providing Basic Preconstruction Services set forth in Article 1 in Exhibit A, Scope of CM/GC Services, as of the Effective Date of the Contract.
- B. CM/GC shall provide Basic Procurement Services set forth in Article 3 in Exhibit A, Scope of CM/GC Services, upon receipt of notice to commence such services from Owner or the Owner's Advisor, or in a Contract Amendment establishing the scope and compensation for Procurement Services.
- C. All other CM/GC Services, including Additional Preconstruction Services, Additional Procurement Services, and Special Services, if any, must be authorized by Owner or Owner's Advisor.

3.04 Compensation for Basic CM/GC Services

- A. ~~Basic Preconstruction Services—Owner will compensate CM/GC for Basic Preconstruction Services, [including procurement services and all Work required to reach a Guaranteed Maximum Price], provided per Article 1, Exhibit A—Scope of Work for CM/GC Services, the lump sum (stipulated price) for the Price for CM/GC Basic Preconstruction Services shown in Exhibit B Table 1, Compensation for CM/GC Services.~~
- B. ~~Basic Preconstruction Services—Owner will compensate CMAR for Basic Preconstruction Services, provided per Article 1, Exhibit A—Scope of Work for CMAR Services, for each hour earned at the Billing Rates shown in Exhibit B—Table 4, Compensation for CMAR Services. Such compensation is subject to the not-to-exceed limit shown for Price for CMAR Basic Preconstruction Services in Table 1.~~
- C. ~~Basic Procurement Services—Owner will compensate CM/GC for CM/GC Procurement Services, provided per Article 3, Exhibit A—Scope of Work for CM/GC Services, the lump sum (stipulated price) for the Price for CM/GC Basic Procurement Services shown in Exhibit B Table 1, Compensation for CM/GC Services.~~
- D. ~~Basic Procurement Services—Owner will compensate CMAR for CMAR Procurement Services, provided per Article 3, Exhibit A—Scope of Work for CMAR Services, for each hour earned at the Billing Rates shown in Exhibit B—Table 4, Compensation for CMAR Services.~~

~~Such compensation is subject to the not-to-exceed limit shown for Price for CMAR Basic Procurement Services in Table 1.~~

- E. ~~The compensation amount for Basic Procurement Services will be determined in a Contract Amendment for Procurement Services based on the Billing Rates shown in Exhibit B—Table 4, Compensation for CMAR Services. The scope and compensation for these services will be based on the Procurement Strategy Plan developed in accordance with Exhibit A—Scope of Work for CMAR Services, Paragraph 1.13.~~

3.05 Compensation for Additional CM/GC Services

- A. ~~For Additional Preconstruction Services and Additional Procurement Services, Owner will compensate CM/GC for each hour earned at the Billing Rates shown in Exhibit B—Table 4, Compensation for CM/GC Services.~~

3.06 Compensation for Special Services

- A. ~~Owner will compensate CM/GC for Special Services pursuant to the specific compensation terms in the Contract Amendment establishing and authorizing such Special Services.~~

3.07 Payment for CM/GC Services

A. Preparation and Submittal of Invoices

1. CM/GC will prepare and submit invoices for CM/GC Services to Owner's Advisor on a monthly basis in a format acceptable to Owner's Advisor.
2. CM/GC may not submit invoices and is not entitled to compensation for Additional Services or Special Services unless Owner has authorized such services through execution of a Contract Amendment.
3. CM/GC will provide documentation acceptable to the Owner to allow Owner to verify CM/GC's charges included in invoices.

B. Payments

1. Payment for CM/GC Services compensated on a Lump Sum (stipulated price) basis:
 - a. The Lump Sum amount includes compensation for CM/GC's services, and services of CM/GC Subconsultants, if any. Appropriate amounts are to be incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and other cost.
 - b. The amount invoiced each billing period will be based on the CM/GC's estimate of the percentage of the total CM/GC Services completed during the billing period.
 - c. The compensation paid to CM/GC for Basic Services will not exceed the Lump Sum amount unless duly authorized by a Contract Amendment.
2. The amounts paid to CM/GC under this Article are deemed to include full compensation for CM/GC's overhead and profit associated with such labor and expenses.

C. Time of Payment

1. Owner will make payments for CM/GC Services within ~~10~~ **[30]** days after receiving an approved invoice from the Owner's Advisor.

2. If Owner fails to make any payment due CM/GC for CM/GC Services within ~~30~~ [60] days after receipt of CM/GC's invoice, then:
 - a. Amounts due CM/GC will be increased at the rate of 1.0% per month, or the maximum rate of interest permitted by law, if less, from said thirtieth day; and
 - b. CM/GC may, after giving [14] 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid all amounts due for services, expenses, and other related charges in full. Owner waives any and all claims against CM/GC for this suspension.
3. Owner may withhold only the contested portions of an invoice and must pay the undisputed portion of the invoice.
- D. Compensation for CM/GC Services discussed in Article 3 is not compensation for the Work and is not included in the GMP. No retainage will be withheld from payments of CM/GC [preconstruction] Services; however, such payments are subject to the set-off provisions in General Conditions Article 15.

ARTICLE 4—COMPENSATION FOR PERFORMANCE AND COMPLETION OF THE WORK

- 4.01 Owner shall compensate CM/GC for performance and completion of the Work in accordance with the Contract Documents. Payment for Work will consist of the following:
 - A. Payment for Construction Support Costs in accordance with Article 5, and as set forth in Exhibit B Table 1 lines 6-8;
 - B. Payment for Cost of the Work as provided in Article 6; and
 - C. Payment of a CM/GC Fee as set forth in Article 7 and in Exhibit B Table 1.
- 4.02 This Agreement establishes a CM/GC Contingency Allowance for use in paying for unforeseen costs as set forth in Article 8.
- 4.03 The amounts for CM/GC's compensation summarized in Paragraph 4.01 are subject to additions and deletions as provided in the Contract, up to limitations established in the Guaranteed Maximum Price (GMP) as provided in Article 11.

ARTICLE 5—CONSTRUCTION SUPPORT COSTS

- 5.01 Construction Support Costs
 - A. Construction Support Costs (field overhead or "general conditions" costs) are those costs associated with and in support of construction that are not directly related to specific construction activities. Construction Support Costs are not compensable as Cost of the Work and must not be included by CM/GC in proposed Work Authorizations submitted to the Owner for approval and issuance. Construction Support Costs include without limitation:
 1. CM/GC project management costs, including project managers, superintendents, field engineering staff, and clerical support located at the Site;
 2. Management of Subcontractors and Suppliers;
 3. Management of delegated professional design services, if any;
 4. Costs associated with safety programs, including safety managers and safety representatives;

5. Quality management not specifically designated to be covered in a Work Authorization;
6. Costs associated with obtaining permits, or paying patent fees or royalties, if not specifically designated to be covered in a Work Authorization;
7. Costs for permit inspections, and other inspections required by Laws and Regulations not specifically designated to be covered in a Work Authorization;
8. Compliance with Laws and Regulations;
9. Taxes, other than those specifically designated to be covered in a Work Authorization;
10. Contract administration costs, including costs for:
 - a. Meetings, reporting, notifications, and other communications and coordination,
 - b. Document management,
 - c. Submittals, record data, and other documentation,
 - d. Creating and maintaining Project schedules per Article 4 of the General Conditions,
 - e. Changes to the CM/GC Contract per Article 11 of the General Conditions,
 - f. Applications for Payment per Article 15 of the General Conditions,
 - g. Maintenance of Record Documents, and
 - h. Other contract administration costs included in the Contract Documents;
11. Performance, payment, and warranty bonds, if any, provided to cover the construction of the entire Project;
12. General insurance costs, excluding Builder's Risk or other coverage that applies specifically to Work and specifically designated to be covered in a Work Authorization, and Worker's Compensation Insurance which is to be included in payroll cost per Paragraph 6.02.A.1;
13. Costs associated with CM/GC temporary facilities and temporary infrastructure at the Site;
14. The cost of purchasing, renting, or furnishing small tools and hand tools. These are defined as any tool or equipment whose current price, if purchased new at retail would be less than \$500;
15. Costs for site maintenance, storage of materials, waste disposal, environmental controls, management of water, protection of site and adjacent property, cleaning during construction and final cleaning;
16. Costs associated with startup and commissioning of the Work, including training of Owner's personnel, temporary operation of facilities by the CM/GC; and performance acceptance testing, if any;
17. Costs associated with substantial completion, partial utilization, and final completion; and
18. Costs associated with general warranty, guarantees and correction of defective work during the Correction Period.

- B. The organization of the Work into Work Packages will not result in changes to the CM/GC's compensation for Construction Support Costs.

5.02 Fixed Construction Support Costs

- A. ~~Fixed Construction Support Costs are those costs which are not time sensitive and will not increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion of the Work described in Article 13. The amount for Fixed Construction Support Cost is shown in Exhibit B, Table 2—Basis of Compensation for Fixed Construction Support Costs.~~

5.03 Time Sensitive Construction Support Costs

- A. ~~Time Sensitive Construction Support Costs are those costs which will increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion described in Article 13. The amount for Time Sensitive Construction Support Costs based on the Construction Period is shown in Exhibit B, Table 3—Basis of Compensation for Time Sensitive Construction Support Costs.~~
- B. ~~The Construction Support Costs Extended Rate is determined by dividing the Time Sensitive Construction Support Costs by the projected number of days in the Construction Period. CM/GC will be entitled to additional compensation for Time Sensitive Construction Support Costs at the Construction Support Extended Rate shown in Exhibit B, Table 3—Basis of Compensation for Time Sensitive Construction Support Cost if the extended time is associated with a compensable delay under the provisions of the General Conditions.~~

5.04 Changes in Construction Support Costs

- A. ~~Owner and CM/GC acknowledge that the Construction Support Costs stipulated amounts set forth in this Agreement's Exhibit B, Table 1, lines 7, 8, and 8 (Construction Support Costs Contract Amounts) and the Construction Support Costs Extended Rate (determined as set forth in Paragraph 5.03.B) are approximations of actual costs intended to liquidate and stipulate CM/GC's compensation for Construction Support Costs, encourage efficiency and cost control, and reduce Owner's and CM/GC's administrative and accounting effort. The Construction Support Costs Contract Amounts and the Construction Support Costs Extended Rate will not be increased except in cases in which CM/GC demonstrates:~~
 - 1. ~~An excessive and unanticipated increase in Construction Support Costs resulting from scope changes in the Work or other causes directly attributable to Owner; and~~
 - 2. ~~Such increase in costs has not otherwise been compensated in a Work Authorization, Contract Amendment, or Change Order.~~

5.05 Compensation for Construction Support Costs

- A. ~~Payments for Fixed Construction Support Costs will be made in equal monthly increments determined by dividing the Fixed Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Fixed Construction Support Costs in excess of the Fixed Construction Support Costs Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.~~
- B. ~~Payments for Time Sensitive Construction Support Costs will be made in equal monthly increments determined by dividing the Time Sensitive Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Time Sensitive Construction Support Costs in excess of the Time Sensitive~~

~~Construction Support Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.~~

- C. ~~Payments will be made for Time Sensitive Construction Support Costs associated with compensable delays under the provisions of the General Conditions at the Construction Support Costs Extended Rate as described in Paragraph 5.03.B.~~

ARTICLE 6—COST OF THE WORK

6.01 Purposes for Determination of Cost of the Work

- A. The term Cost of the Work is defined in the General Conditions, Article 1, as the sum of eligible costs incurred by CM/GC for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement; such provisions are set forth in this Article 6. Cost of the Work is determined for each Work Authorization, subject to any limits described in this Article. The provisions of this Article are used for two distinct purposes:
1. To determine Cost of the Work for purposes of CM/GC's base compensation for construction under this Contract; or
 2. When needed to determine the value of a Change Proposal, Change Order, Claim, set-off, or other adjustment to the Guaranteed Maximum Price. When the value of any such adjustment is determined based on Cost of the Work, CM/GC 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. For purposes of determining CM/GC's base compensation, Cost of the Work applies only to Work that has been duly authorized in a Work Authorization.
- C. The Cost of the Work will include only those items identified in Paragraph 6.02.

6.02 Cost of the Work

- A. Payroll Cost—Payroll costs for employees in the direct employ of CM/GC performing Work described in Work Authorizations, and excluding those efforts covered in Construction Support costs per Paragraph 5.01. Payroll costs will be based on actual amounts paid as indicated on Certified Payroll reports. Payroll costs are to include salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturdays, Sundays, or legal holidays, will be included in the above to the extent authorized by Owner.
- B. Incorporated Equipment and Material Cost—Cost of all materials and equipment furnished or incorporated in the Work, including costs for transportation and storage prior to delivery to the site. Cost for proper storage at the Site is to be included in Construction Support Cost per Paragraph 5.01. Cost for equipment is to include Suppliers' services for submittals, factory and field testing and inspections, installation checks, start-up assistance, and training, if any. All cash discounts accrue to CM/GC unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and CM/GC shall make provisions so that they may be obtained.

- C. Consumable Equipment and Material Cost—Cost, including transportation and maintenance, of all materials, supplies, equipment, tools, and machinery at the Site, which are consumed in the performance of the Work, less market value of such items used but not consumed which remain the property of CM/GC. In establishing costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. CM/GC will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such items.
- D. Subcontractor Cost—Payments made by CM/GC to Subcontractors for Work performed by Subcontractors. CM/GC shall obtain competitive bids from subcontractors acceptable to Owner and CM/GC and shall deliver such bids to Owner, which will then determine, with the advice of Owner's Advisor, 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 will be determined in the same manner as CM/GC's Cost of the Work and fee as provided in this Article 6.
- E. Construction Equipment Cost—Cost of providing construction equipment and machinery to construct the Work described in the Work Authorization.
1. Include all the costs for transporting, loading, unloading, assembly, dismantling, and removal of the equipment and machinery with Consumable Equipment and Material Cost per Paragraph 6.02.C.
 2. Construction equipment and machinery cost will be billed at rates approved by the Owner's Advisor as part of each Work Authorization.
 - a. All operating costs will include costs for fuel, maintenance, parts, and associated labor. Billing rates for equipment fueling and maintenance do not include payroll costs for equipment operators, which will be included in Payroll cost per Paragraph 6.02.A.
 - b. Costs for equipment and machinery owned by CM/GC or a Subcontractor cannot exceed the rates shown for equipment in the EquipmentWatch Cost Recovery Rental Rate Blue Book, (<https://equipmentwatch.com/blue-book-cost-recovery>) An hourly rate will be computed by dividing the monthly rates by 176. These rates will include all operating costs per Paragraph 6.02.E.2.a.
 - c. Payment for rented equipment will be in accordance with rental agreements as to price, including any surcharge or special rates applicable to overtime use of the construction equipment or machinery, and all such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - d. No markup is allowed on equipment rented or leased from any company owned in total or in part by CM/GC or a Subcontractor or is owned by the same holding company or a company with a close legal affiliation to CM/GC or Subcontractor, since markups are included in rental or lease rates.
 - e. Equipment used for site maintenance is to be included in Construction Support Costs. Equipment used for multiple Work Authorizations must be billed on the basis of time worked on each Work Authorization.

3. With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Guaranteed Maximum Price (changed Work), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

F. Supplemental Costs which consist of the following:

1. The proportion of necessary transportation, travel, and subsistence expenses of CM/GC's employees incurred in the discharge of duties connected with the Work Authorization.
2. Costs of special consultants including engineers, architects, testing laboratories, and surveyors, employed or retained for services specifically related to the Work Authorization and expressly excluding costs incurred by consultants performing CM/GC Services.
3. Sales, consumer, use, and other similar taxes related to the Work, and for which CM/GC is liable, as imposed by Laws and Regulations.
4. Deposits lost for causes other than the negligence of CM/GC, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
5. Royalty payments and fees for permits, patents, and licenses directly related to a Work Authorization.
6. The cost of premiums for performance, payment, and warranty bonds obtained by CM/GC as a requirement of a Work Authorization, in addition to the bonds purchased for the construction as a whole within the scope of Construction Support Costs per Paragraph 5.01.A.11. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.
7. Cost for any Subcontractor bonds that must be required to protect Owner's and CM/GC's interests in the event of a Subcontractor default associated with a Work Authorization. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.
8. The cost of premiums for Builder's Risk insurance and other Work Authorization-specific insurance that CM/GC is required by the Contract Documents to purchase and maintain, but not including costs of commercial general liability, automobile liability, and contractor's pollution liability insurance which are covered as Construction Support Costs per Article 5. The compensation for worker's compensation is included as part of payroll costs per Paragraph 6.01.A.1. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

6.03 Specific Exclusions from Cost of the Work

- A. The following items are not included in the Cost of the Work. This express itemization does not confer Cost of the Work or compensable status to otherwise ineligible items not listed here. Cost for any items not included in the Cost of the Work are to be included in the CM/GC Fee unless specifically itemized at Construction Support Costs described in Article 5.

1. Payroll costs and other compensation of CM/GC's officers, executives, principals, general managers, project managers, superintendents, safety managers, safety representatives, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CM/GC, whether at the Site or in CM/GC's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by Construction Support Cost or the CM/GC Fee.
2. Expenses of CM/GC's principal and branch offices.
3. Any part of CM/GC's capital expenses, including interest on CM/GC's capital employed for the Work and charges against CM/GC for delinquent payments.
4. Costs due to the negligence of CM/GC, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
5. Cost for the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property not paid from CM/GC's Contingency per Article 8.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 6.03.
8. Costs recovered or reimbursed under other Construction Support Cost or Cost of the Work provisions.

6.04 Compensation for the Cost of the Work

- A. Compensation for the Cost of the Work is based on the amount earned for Work completed for each Work Authorization.

ARTICLE 7—CONSTRUCTION MANAGER/ GENERAL CONTRACTOR FEE

7.01 The CM/GC Fee will be determined as follows:

- A. The CM/GC Fee is a specified percentage of the Cost of the Work as shown in Exhibit B Table 1. No fee will be payable on the basis of costs itemized as excluded in Paragraph 6.03.

ARTICLE 8—CM/GC CONTINGENCY ALLOWANCE

8.01 CM/GC Contingency Allowance

- A. The CM/GC Contingency Allowance funds, shown in Exhibit B Table 1—Estimated Guaranteed Maximum Price, are for the ~~exclusive~~ use of CM/GC **[Owner to use]** while executing the Work, to reimburse CM/GC for costs due to unforeseen causes, unintentional errors, or events which cannot specifically be anticipated at the time Work Authorizations are issued.
- B. The CM/GC Contingency Allowance funds may be used ~~by CM/GC~~ for costs sustained by either CM/GC itself or a Subcontractor, at CM/GC's discretion. The CM/GC contingency funds may not be used for costs which are reimbursable or recoverable under other provisions of the Contract.

- C. ~~Without excluding other possible uses of the CM/GC Contingency Allowance, the following uses are expressly acknowledged as eligible uses of the CM/GC Contingency Allowance funds:~~
- ~~1. Losses and damages, and related expenses, caused by damage to the Work, not compensated by insurance or otherwise, sustained by CM/GC or a Subcontractor in connection with the performance of the Work;~~
 - ~~2. Corrective work, regardless of fault if non-conformance is unintended;~~
 - ~~3. Subcontractor defaults;~~
 - ~~4. Overruns in Construction Support Costs;~~
 - ~~5. Builder's Risk deductibles;~~
 - ~~6. Verified excusable errors in estimates; or~~
 - ~~7. Non-compensable overtime and other acceleration costs.~~
- D. CM/GC shall replenish the CM/GC Contingency Allowance by restoring money withdrawn with money recovered (1) from bonds and insurance coverage payments for such expenditures, and (2) from defaulting Subcontractors or Suppliers.
- E. The CM/GC Contingency Allowance will not be used to fund Owner-directed changes in the Work. Such changes will be administered through the contractual procedures established for changes in the scope of the Work, including expenditures from the Owner's Contingency Allowance, if any, Work Authorizations as modified by Change Order, and Contract Amendments or other modifications that impact the Guaranteed Maximum Price.
- F. The CM/GC Contingency Allowance will not be used to recover the cost of items that are compensable as a Cost of the Work.
- G. The CM/GC Fee does not apply to expenditures from the CM/GC Contingency Allowance. CM/GC will not be entitled to any additional overhead, profit, or other markup on any CM/GC Contingency Allowance expenditure.
- H. The designated CM/GC Contingency Allowance, as duly replenished, is the maximum amount available to CM/GC to recover eligible costs under this Article; Owner will not increase the CM/GC Contingency Allowance or otherwise reimburse CM/GC for eligible costs incurred in excess of the CM/GC Contingency Allowance.
- I. CM/GC will submit applications for reimbursement from the CM/GC Contingency Allowance to Owner's Advisor, in a format acceptable to Owner's Advisor, together with appropriate documentation. Payments from the CM/GC Contingency Allowance will be recorded in the Application for Payment.

ARTICLE 9—WORK AUTHORIZATIONS

9.01 General Provisions Regarding Work Authorizations

- A. Work Authorizations will be based on Work Packages prepared by Owner's Advisor and Engineer describing equipment and materials to be purchased for installation or Work to be performed in accordance with the approved Work Authorization.
- B. All Work to be provided by CM/GC must be authorized by the issuance of a Work Authorization specifying or referencing the scope of Work to be conducted.

- C. Owner's Advisor will issue each Work Authorization using the Work Authorization form provided by the Owner's Advisor.
- D. The Work Authorization will indicate the compensation to which CM/GC is entitled for providing the authorized Work.
- E. CM/GC is not entitled to compensation for providing Work that Owner's Advisor has not authorized.

9.02 First Work Authorization

- A. The first Work Authorization, authorizing the commencement of construction, will include, in addition to authorization for a specific Work Package, or multiple specific Work Packages, the authorization of expenditures by CM/GC for Contract-specific (1) performance and payment bond premiums (2) Builder's Risk premiums, ~~if CM/GC is required to purchase and maintain Builder's Risk insurance,~~ and (3) premiums for other specific insurance policies required by the Contract.

ARTICLE 10—PROCUREMENT OF SUBCONTRACTORS; CM/GC SELF-PERFORMANCE OF AUTHORIZED WORK

10.01 Performance of the Authorized Work

- A. CM/GC will solicit and receive **[at least 3]** competitive bids on the Work included in each Work Authorization, including the purchase of materials and equipment. CM/GC will prepare bid packages supporting the Work Authorization and make opportunities available to Subcontractors and Suppliers in a way that will increase competition and allow bids by trade contractors or specialty entities. CM/GC may prepare bid packages for Work the CM/GC may wish to self-perform, so long as doing so will not limit bidding by competing bidders (prospective subcontractors).
- B. CM/GC may bid on Work Packages, or portions thereof, if fully qualified to self-perform the subject Work[.], ~~subject to the following limitations:~~
 - 1. ~~CM/GC may not self perform more than [number] percent of the total scope of Work under this Contract, as determined on a monetary basis. This percentage applies to the Contract as a whole and does not impose a limitation on specific Work Authorizations. CM/GC may self perform all of the Work in a single Work Authorization so long as the percentage of Work on the total scope of Work for the Contract is within these limitations.~~
- C. ~~CM/GC must submit its bids in advance of receiving other bids, and in the same manner that other bids are to be submitted. Bids are to be opened in the presence of the Owner's Advisor.~~
- D. ~~CM/GC will award the subcontract for the Work under the Work Authorization to the responsible bidder submitting the lowest responsive bid for that portion of the Work for which bids are received. CM/GC may self perform Work when CM/GC is the low bidder.~~

ARTICLE 11—GUARANTEED MAXIMUM PRICE

- 11.01 Subject to the provisions of Article 4, CM/GC guarantees that the maximum amount payable by Owner (Guaranteed Maximum Price, or GMP) for the sum of the amounts for Paragraphs 11.01.A

through D that follow will be the binding GMP established by the process stated in Paragraphs 11.02 and 11.03.

- A. Construction Support Cost Amount (Article 5);
 - B. Cost of the Work (Article 6);
 - C. CM/GC Fee (Article 7); and
 - D. CM/GC's Contingency Allowance Amount (Article 8).
- 11.02 The Estimated GMP indicated in Exhibit B Table 1—Estimated Guaranteed Maximum Price is a preliminary figure as of the Effective Date of the Contract. The GMP will be revised as the design is continued and completed.
- 11.03 A binding GMP will be established at any time agreeable to Owner and CM/GC, but not later than the following:
- A. If the Work is performed under Work Packages released and authorized concurrently for the complete Project, then the binding GMP will be established on the basis of Contract Documents that are ~~90~~**[95]**% complete.
 - B. If the Work will be authorized over time, as the design for individual Work Packages is completed, in a series of incremental Work Authorizations (fast tracking or similar design/construction process) then the binding GMP will be developed in a series of incremental changes as the design for each Work Package reaches ~~90~~ **[95]**% completion, culminating, when all Work Packages have been authorized, in a binding GMP for the Contract.
- 11.04 Owner's Construction Budget
- A. Owner's Advisor will establish an updated Owner's Construction Budget (Budget) based on the CM/GC's procurement strategy which identifies Work Packages used to construct the Work. Owner's Advisor, working with CM/GC, will update this Budget with actual amounts for each line item as Work Authorization amounts identified in the updated Budget are determined.
 - B. Owner's Advisor will revise the Budget to incorporate Change Orders or authorized allocation of contingency funds which change the funds available for Budget line items. When amounts for all Work Authorizations have been determined and the binding GMP is established for the Contract, the Budget must correlate to GMP line items, and the Budget must equal the GMP.
 - C. CM/GC will identify variances between the budgeted amount and actual amounts as Work Authorization amounts are determined.
 - 1. Positive variances are created when actual cost for a Work Authorization is less than the budgeted amount. Positive variances identify unused funds that can be used to offset negative variances.
 - 2. Negative variances are created when actual cost for a Work Authorization is more than the budgeted amount. Negative variances identify where additional funds are needed. Unused funds from positive variances can be used to offset these negative variances.
 - 3. Net variances for the Contract are used to determine the current status of the Owner's Construction Budget.

- a. A net positive variance for the Contract represents a savings to the Owner. A final Contract Amendment will be issued at the completion of the Contract (Final Payment) to adjust the GMP to the actual amount of Contract costs.
- b. A net negative variance for the Contract represents the amount for which the CM/GC is at risk, and no additional compensation will be made to the CM/GC.

11.05 Options for Costs Exceeding the Owner's Budget

- A. The Guaranteed Maximum Price resulting from the tabulation of cost for self-performed CM/GC Work, bids for Work by Subcontractors and Suppliers, Construction Support Costs, CM/GC Contingency Allowances and CM/GC Fee cannot exceed the Owner's Construction Budget. The Owner may exercise any of the following options at the sole discretion of the Owner if the proposed Guaranteed Maximum Price exceeds the Owner's Construction Budget:
 1. Approve an increase in the Owner's Construction Budget in writing.
 2. Authorize rebidding or renegotiation for some or all parts of the Project within a reasonable time without an increase in the Guaranteed Maximum Price.
 3. Cooperate in the revision of the scope of the Project to reduce the actual cost of construction to the Owner's Construction Budget.
 4. Abandon the Project, in whole or in part, and terminate this Contract in accordance with applicable termination for convenience provisions.
- B. If Owner selects the option described in Paragraph 6.05.A.1, CM/GC shall proceed with performance of the Work and provide CM/GC Services as described in these Contract Documents without additional compensation for Procurement Services. Other fees and expenses related to the Cost of Work will be adjusted in accordance with the revised Cost of Work.
- C. If Owner selects the option described in Paragraph 6.05.A.2, Owner and CM/GC shall proceed with rebidding or renegotiation of some or all parts of the Project. The Owner, Owner's Advisor, and Engineer (collectively, Owner's Project Team or OPT) will work with CM/GC to determine if rebidding or restructuring Work Packages is likely to lead to lower bid prices; if so determined, CM/GC will rebid selected original Work Packages or restructured Work Packages identified as having the potential to reduce the overall cost of construction to the Owner's Construction Budget. CM/GC will advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages. CM/GC will provide CM/GC Services for rebidding these Work Packages without additional compensation.
- D. If Owner selects the option described in Paragraph 6.05.A.3, CM/GC shall assist the OPT in studies to revise the scope of the Project to bring the Project cost within the Owner's Construction Budget. CM/GC will provide research and cost estimates to evaluate the potential cost savings of each proposed change in scope for Work Packages and advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages and changes in Contract Times that will result from the changed Work Packages. CM/GC will provide CM/GC Services for consultation in modifying the Project scope and rebidding these Work Packages without additional compensation.
- E. CM/GC shall revise the project schedule to incorporate delays caused by actions taken to bring the Project within the Owner's Construction Budget.

11.06 Conversion of Cost of Work to a Lump Sum Amount

- A. If Owner and CM/GC mutually agree, compensation for all Work on the Project, or for any Work Authorization, may be converted to a lump sum (stipulated amount). If compensation for all Work on the Project is converted to a lump sum amount, this lump sum amount will include costs for Construction Support Cost, Cost of the Work, the CM/GC Fee, and all other costs associated with the Contract, all as if bid as a lump sum amount. ~~CM/GC will no longer have access to CM/GC Contingency Allowance funds and bears all risk associated with delivering the Work for the lump sum amount.~~
- B. If a Work Authorization is converted to a lump sum amount, this lump sum amount will include costs for Cost of the Work, the CM/GC Fee, and all other costs associated with the Work Authorization, all as if bid as a lump sum amount; provided, however, that Construction Support Costs will continue to be compensated per Paragraph 5.05.
- C. The following will continue to apply for conversions to lump sum covered in Paragraphs B and C:
 - 1. The Cost of the Work provisions in Article 6 will continue to apply to pricing certain Change Orders and other similar matters, as set forth in Paragraph 6.01.A.2.
 - 2. Construction Support Costs Extended Rate provisions of Paragraph 5.04 will continue to apply for Change Orders.
 - 3. Owner's Contingency will continue to be available per Article 12.

ARTICLE 12—OWNER'S CONTINGENCY ALLOWANCE

12.01 Owner's Contingency Allowance

- A. Owner's Contingency Allowance is used at the sole discretion of the Owner to cover unforeseen costs, Owner-directed changes in the scope of the Work, or any other unanticipated change in the Contract Price. These funds can only be accessed by the CM/GC when and to the specific extent authorized by the Owner.
- B. ~~The Owner's Contingency Allowance is to be included in the Contract Amount awarded but is not part of the CM/GC's GMP.~~

ARTICLE 13—PAYMENT PROCEDURES

13.01 Submittal and Processing of Payments

- A. Billing and payment for CM/GC Services are addressed in Article 3. The provisions in this Article 13 pertain to billing and payment for the Work.
- B. CM/GC shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of the CM/GC Fee then payable. Applications for Payment will be processed by Owner's Advisor as provided in the General Conditions.

13.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of CM/GC's Applications for Payment as recommended by Owner's Advisor **[as outlined in 3.07 Payment for CM/GC Services and as]** ~~on or about the [ordinal number, such as 5th] day of each month during construction as~~

provided in Article 13, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.

- B. Progress payments on account of the Cost of the Work will be made for each Work Authorization.
 - 1. Prior to Substantial Completion, for each Work Authorization 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. **[90]** percent of the value of the Work completed, with the balance being retainage.
 - 1) If 50 percent or more of the Work under a Work Authorization has been completed, as determined by Owner's Advisor, and if the character and progress of the Work have been satisfactory to Owner, Owner's Advisor, and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner, Owner's Advisor, and Engineer, there will be no additional retainage; and
 - b. **[90]** percent of cost of materials and equipment not incorporated in the Work, with the balance being retainage.
 - 2. Upon completion of the Work under a Work Authorization, including completion of all punch list items, Owner shall pay an amount sufficient to increase total payments to CM/GC to **[100]** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **[200]** percent of Owner's Advisor'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.

13.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Article 15 of the General Conditions.

13.04 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless CM/GC submits written consent of the surety to such payment, return, or release.

13.05 Interest

- A. All amounts not paid when due will bear interest at the rate of **[eight (8)]** percent per annum.

ARTICLE 14—DOCUMENTATION AND AUDIT

14.01 Documentation

- A. Whenever the Cost of the Work for any purpose is to be determined pursuant to this Contract, CM/GC and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices.
- B. CM/GC will provide documentation of all Costs of the Work with the Application for Payment as directed by the Owner's Advisor.

14.02 Audit

- A. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all CM/GC's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the CM/GC Fee. CM/GC shall preserve all such documents for a period of three years after the final payment by Owner. Subcontractors performing Work on a Cost of the Work basis will afford such access to Owner, and preserve such documents, to the same extent required of CM/GC.

ARTICLE 15—CONTRACT TIMES

15.01 Contract Times—Dates

- A. The Work will be substantially complete on or before **[October 1, 2026]**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[December 1, 2026]**.
- B. ~~The dates by which the Work will be substantially complete, and by which the Work will be completed and ready for final payment, will be set out in a Contract Amendment and comply with provisions of Article 15.~~

15.02 Liquidated Damages

- A. CM/GC and Owner recognize that 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 and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. 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 CM/GC agree that as liquidated damages for delay, but not as a penalty:
 - 1. Substantial Completion—CM/GC shall pay Owner **[\$1,000]** for each day that expires after the time, as duly adjusted pursuant to the Contract, specified above for Substantial Completion, until the Work is substantially complete.
 - 2. Completion of Remaining Work—After Substantial Completion, if CM/GC shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, as duly adjusted pursuant to the Contract, for completion and readiness for final payment, CM/GC shall pay Owner **[\$500]** for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Milestones CM/GC shall pay Owner the amount specified in Paragraph 15.05 for each day that expires after the time, as duly adjusted pursuant to the Contract, specified for achievement of each Milestone, until that Milestone is achieved.
 - 4. If Owner recovers liquidated damages for a delay in completion of the Project or a specified Milestone by CM/GC, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages, if any, specified in this Agreement.

15.03 Special Damages

- A. CM/GC shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of CM/GC's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for construction management, engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 15.02 for Substantial Completion, as duly adjusted pursuant to the Contract, until the Work is substantially complete.
- B. After CM/GC achieves Substantial Completion, if CM/GC shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, CM/GC shall reimburse Owner for the actual costs reasonably incurred by Owner for construction management, engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 15.02 for Work to be completed and ready for final payment, as duly adjusted pursuant to the Contract, until the Work is completed and ready for final payment.
- C. The special damages imposed in this Paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

15.04 Milestones and Associated Damages

- A. Work required to be complete to meet the following Milestone(s) ~~will~~ **[may]** be included in a separate Work Authorization.
- B. Milestone 1 – **[procurement of piles in order to allow for early winter installation, at first freezing (~October, November 2025).]**
 - 1. This Milestone must be substantially completed ~~on or before Date~~ **[in order to allow for installation at first freeze in winter 2025].**
 - 2. The Milestone will be considered substantially complete when the following requirements have been met:
 - a. **[Piles have been ordered in time to arrive to allow for installation as noted above.]**
 - 3. CM/GC shall pay Owner **[\$500]** for each day that expires after the time, as duly adjusted pursuant to the Contract, specified above for Substantial Completion of this Work Authorization, until the Work is substantially complete.

ARTICLE 16—CONTRACT DOCUMENTS

16.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. General Conditions.
 - 3. Supplementary Conditions.
 - 4. General Requirements (Division 01 of the Specifications.)
 - 5. Drawings and Specifications completed as of the Effective Date of the Contract
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A, Scope of CM/GC's Services;

- b. Exhibit B, Basis of Compensation;
 - c. **[Exhibit C, standard and supplementary conditions;**
 - d. **Exhibit D, general requirements;**
 - e. **Exhibit E, Sample Performance and Payment Bonds; and**
 - f. **Exhibit F, Sample Work Authorization]**
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Contract Amendments;
 - b. Executed Work Authorizations, including any exhibits identified as Drawings, Specifications, or other Contract Documents;
 - c. Work Authorization Modifications;
 - 1) Work Change Directives;
 - 2) Change Orders; and
 - 3) Field Orders.
 - d. Performance and Payment Bonds; and
 - e. Warranty Bonds, if any.
- B. There are no Contract Documents other than those listed above in this Article 16.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 17—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

17.01 CM/GC's Representations

- A. To induce Owner to enter into this Contract, CM/GC makes the following representations:
- 1. CM/GC has examined and carefully studied the Contract Documents, including Addenda.
 - 2. CM/GC has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. CM/GC is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. CM/GC has carefully studied the reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings, if any, of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. CM/GC has carefully studied the reports and drawings, if any, relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified

in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. CM/GC has considered the information known to CM/GC 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 **[and Proposal]** Documents; with respect to the effect of such information, observations, on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by CM/GC; and (c) CM/GC's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, CM/GC agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Guaranteed Maximum Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. CM/GC 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.
9. CM/GC has given Owner's Advisor written notice of all conflicts, errors, ambiguities, or discrepancies that CM/GC has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner's Advisor is acceptable to CM/GC.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. CM/GC's entry into this Contract constitutes an incontrovertible representation by CM/GC that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

17.02 CM/GC's Certifications

- A. CM/GC 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 17.02:
 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 proposal process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposal process or the execution of the Contract to the detriment of Owner, (b) to establish proposal 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 Proposers, with or without the knowledge of Owner, a purpose of which is to establish proposal 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 proposal process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and CM/GC have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]**, which is the Effective Date of the Contract.

Owner:

CM/GC:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

CITY OF BETHEL

BETHEL, ALASKA



Requests for Qualifications

Construction Manager/ General Contractor

(adapted from EJCDC CMAR-200_2023 and CMAR-111_2023)

YK Community Center Expansion

RFP issued:	October 7, 2024
Mandatory Pre-Bid Meeting	October 18, 2024 @ 1 pm
Deadline for Questions:	October 21, 2024 @ 4:00 pm
Deadline for Pre-Award Protests:	October 21, 2024 @ 4:00 pm
Bid Due Date and Time:	October 28, 2024 @ 4:00 pm

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Attachments

Attachment 1: SOQ template and forms

Attachment 2: Reports, reference documents, and 35% plans

Attachment 3: Sample Agreement

ARTICLE 1. GENERAL INFORMATION

1.01 General Notice

The City of Bethel (City) is soliciting Requests for Qualifications (RFQ) from Construction Manager/ General Contractor (CM/GC) organizations (Proposers) for the construction of the following Project, and for related pre-construction and procurement CM/GC services:

Yukon Kuskowkim Community Center Expansion (Project)

The Project will use the CM/GC project delivery method. The selected Proposer will serve in a CM/GC role acting as a partner to the City and their project team. The goals of the partnership are to create a collaborative City-CM/GC relationship, identify and mitigate risks, enhance constructability and cost estimating, and develop a project that meets budget goals.

This is a fast-track project that will require the CM/GC to provide design phase input for the following project elements and considerations:

- Constructability
- Pricing and material selection
- Design details that will affect means and methods
- Cost estimation
- Long-lead material procurements

This document sets forth information regarding the CM/GC selection process for the project. The intent is to select a CM/GC offering the best combination of attributes to assist with project construction.

1.02 Submittals

The City will accept printed or electronic Statements of Qualifications (SOQ) demonstrating the Proposer's qualifications and ability to provide CM/GC services and construct the Project until the date and time shown on the front cover of this RFQ. After that time, the City will no longer accept SOQs. Each Proposer must submit one (1) SOQ by email, U.S. Postal Service, or private carrier.

SOQs may be submitted by email. SOQs submitted by email must be in Adobe PDF format and sent by email to the Purchasing Agent at purchasingagent@cityofbethel.net. The subject line of the email must read: "CM/GC Services for the YK Community Center Expansion." The City is not responsible for incomplete transmissions or unsuccessful delivery by electronic means. The City will send an acknowledgment receipt of the SOQ. Submittals should be limited to 25 mb per email.

SOQs submitted in hard copy form must be in a sealed envelope marked: "SOQ for CM/GC Services for the Yukon-Kuskokwim (YK) Community Center Expansion" and then list Proposer's name, address and phone number.

Mail* completed SOQ packages to:
Purchasing Agent
City of Bethel
PO Box 1388
Bethel, AK 99559-1388

Deliver* to:
Purchasing Agent
City of Bethel
City Hall / 300 State Highway
Bethel, AK 99559-1388

*** NOTE:** This is rural Alaska. Mail is unpredictable and weather-dependent, as are the services of UPS, Fed-Ex, and other private carriers. Plan to submit the documents a few days early to ensure on time arrival. Even if mailed on time, there is no guarantee it will be received and in the City's possession by the deadline if sent too close to the deadline.

Statements of Qualifications may be modified or withdrawn by emailing the City Procurement officer prior to the bid opening date and time deadline indicated on the cover in order to withdraw a written or printed SOQ.

Statements of Qualifications submitted in response to this RFQ will become the property of the City.

The City anticipates that the CM/GC's Contract Price will be approximately \$7 – 8 million. The CM/GC Contract has an expected schedule as shown below:

Bid opening	October 28, 2024
Interviews	October 31 – November 1, 2024
Estimated Award of Contract	November 7 – 13, 2024
Estimated Notice to Proceed (NTP)	November 14, 2024
65% design complete	December, 2024
95% and final designs complete	February and March, 2025
Winter construction (piles)	November, 2025
Construction*	December 2025 – October 2026
*Funding requirements mandate full funding expenditure by Dec. 31, 2026.	

1.03 Obtaining the Proposal Documents

Project Information and Proposal Documents for the CM/GC Contract can be found at the following designated website:

<https://www.cityofbethel.org/bids.aspx>

The Proposal Documents may be downloaded from the designated website. All prospective Proposers are urged to register with the designated website as an interested party, even if the Proposer has obtained the Proposal Documents from a source other than the designated website.

The Issuing Office for Proposal Documents is:

City of Bethel
C/O Purchasing Agent
Bethel, Alaska 99559
purchasingagent@cityofbethel.net

Proposal Documents may be downloaded from the designated website. The designated website is the sole location to find addenda, lists of registered plan holders, and other information relevant to submitting a SOQ for the Project.

The City, the City's Advisor, and Engineer will not be responsible for Proposal Documents, including any subsequent addenda, obtained from sources other than the City of Bethel Purchasing Agent as indicated above.

1.04 Informational Pre-Submittal Conference

An Informational Pre-Bid Conference regarding the CM/GC Contract and CM/GC selection process will be held on Friday, October 18, 2024 beginning at City Hall, at 300 Chief Eddie Hoffman Highway in Bethel, Alaska. Attendance at the Informational Conference is mandatory. SOQs will not be accepted from Proposers who do not attend the mandatory pre-bid conference.

1.05 Project Description

A. The Project is identified as:

City of Bethel
YK Community Center Expansion

B. The scope of the CM/GC Contract is summarized as follows:

The City is soliciting SOQs from CM/GC firms to provide CM/GC services for pre-construction and construction of the Yukon-Kuskokwim (YK) Community Center expansion.

The City has received grant funding for the design and construction of an expansion of the YK Community Center. As the grant funding is limited, the anticipated improvements are expected to include a 86-foot x 140-foot enclosed building, with open, high ceilings to accommodate an approximately 75-foot x 135-foot court surface (1 full-size high school basketball court lengthwise, and 3 middle school courts crosswise) with a small perimeter edge and ~8-foot of bleachers, two small bathrooms, storage, and boiler/HVAC room off the gym. Improvements to the existing lobby space to accommodate seating for computer use stations/private health monitoring lab.

The City, with the assistance of a design consultant (Architects Alaska), is in the process of preparing design plans. The design phase is currently in the schematic, 35% phase. Plans from the 35% design can be found in [Attachment Attachment 2](#). The City will procure a separate Independent Cost Estimator (ICE), with whom the

City and the CM/GC will collaborate with throughout the design phase of the Project.

The grant funding contains completion requirements: the construction must be completed within 2026 so that funds can be fully expended by December 31, 2026.

1.06 Scope of Work

- A. **Pre-Construction:** provide consultation to the City and their design team during the architectural and engineering design phase. Provide a Guaranteed Maximum Price (GMP) at 95% design. The initial contract will be for the Pre-Construction services. Detailed tasks are shown below:
 - 1. Cost Estimating
 - a. Prepare production-based cost estimates using an open book process at the 35%, 65%, and 95%/final design phases. Provide a detailed breakout of costs with each estimate.
 - b. Participate in the line-item reconciliation meetings where CM/GC and ICE budgets are compared line-by-line. The cost estimate review meetings will focus on production rates, subcontract costs, shipping costs, and project materials. The cost reconciliation meetings will also address CM/GC cost discrepancies associated with scope gaps, deviations from the agreed-upon basis of cost, mismatched quantities, and misaligned assumptions.
 - c. Assist the City and design team with managing total project costs. If the production-based cost estimate exceeds the construction budget, the CM/GC will alert the team to exceedances and make recommendations to potential ways to reduce estimated costs.
 - d. Develop a GMP to construct the project.
 - 2. Value Engineering (VE)
 - a. Provide the City with advice and recommendations regarding VE considerations including identifying, evaluating, and proposing cost-effective alternatives to design elements; risk assessments; propose innovations; means, methods, and materials; and alternative construction options.
 - b. Participate in VE workshops, if necessary, and assist the team with evaluation and selection of appropriate alternatives.
 - c. Provide information on construction materials and availability of products, methods, systems, and costs to assist in determinations aimed at providing the City with the highest quality facility, consistent with the budget and design intent.
 - 3. Constructability Reviews

- a. Perform thorough constructability reviews of the 35% and 65% design document set (Drawings and Specifications); provide constructability review documentation.
 - b. Provide advice and recommendations with respect to completeness, clarity, construction feasibility, alternative materials and methods, and long-lead material procurements.
 - c. Advise the team on how design solutions affect constructability and the construction schedule.
 - d. Provide tangible feedback and recommendations to the design team.
4. Scheduling
- a. Prepare a critical path method (CPM) schedule with the 65% cost estimate. The CPM schedule shall incorporate all design, preconstruction, and construction activities. The schedule will include key milestones for purchase of critical materials and work staffing, and the schedule will identify long lead items necessary to maintain the project completion date.
 - b. Prepare a detailed CPM schedule with the final cost estimate (GMP). This baseline schedule will be used to monitor and manage construction progress.
5. Subcontractors
- a. Include subcontractor pricing as part of the estimates.
- B. **Construction Services:** performance of construction work will be under a separate contract based upon the provided GMP. Additional information is provided below:
- 1. 95% Design, GMP, and Contract Negotiations
 - a. When 95% design review comments have been adjudicated, the CM/GC shall propose a GMP to construct the project.
 - b. The intent is for the City and the CM/GC to mutually agree on price and to convert the negotiated GMP to a construction contract. If a GMP is agreed upon, the City will award the construction work to the CM/GC contractor via an amendment.
 - 2. Off-Ramp Option
 - a. If a GMP is not agreed upon, the City reserves the right to end the CM/GC contract and proceed with the project under a separate procurement method. The CM/GC contractor will not be excluded for bidding on the project.
 - b. In the event the City elects to abandon negotiations and proceed with an alternate procurement method or a different contractor, the Contractor shall not be entitled to any lost profits, consequential damages, incidental damages, or any other damages of any kind, but shall be entitled only to

costs based upon work previously contracted during the pre-construction phase.

1.07 Proposal Documents

- A. Proposers must obtain a complete set of the Proposal Documents indicated below for use in preparation of the SOQ. Proposers are responsible for ensuring that a complete set of documents is obtained and used and assume sole responsibility for errors or misinterpretations resulting from the use of incomplete Proposal Documents.

The Proposal Documents available for the SOQ step consist of the following:

- 1. RFQ;
 - 2. SOQ template and forms, including certification and verification signature page;
 - 3. Draft Front-End Contract Documents, including:
 - a. Agreement,
 - b. General Conditions,
 - c. Supplementary Conditions, and
 - d. General Requirements
 - 4. Reference documents (concept sketch, plans, as-builts, etc.)
- B. The City makes the Proposal Documents, including any Addenda and related supplemental data, available for the sole purpose of obtaining SOQs and does not confer a license or grant permission or authorization for any other use. Authorization to download documents includes the right for Proposers to print documents for their use. Electronic or printed documents may not be re-sold.

1.08 Examination of Proposal Documents

- A. Examine the Proposal Documents before submitting a SOQ.
 - 1. Carefully study the Proposal Documents, including any draft or supplemental information made available to the Proposer.
 - 2. Become familiar with all federal, state, and local laws and regulations that may affect cost, progress, or the completion of work.
 - 3. Make observations and investigations, correlate knowledge and observations with the requirements of the Proposal Documents and consider these in preparation of a SOQ.
 - 4. Determine that the Proposal Documents, Addenda, and supplemental data are adequate to indicate and convey understanding of all terms and conditions for preparing a SOQ.

5. Promptly notify the City's Purchasing Agent via the contact email included in section 1.03 above of all conflicts, errors, ambiguities, or discrepancies that the Proposer discovers in the Proposal Documents, Addenda, or supplemental information.
- B. The submission of a SOQ will constitute an incontrovertible representation by the Proposer that it has complied with every requirement of the RFQ and other Proposal Documents, that the Proposer has given the City's Purchasing Agent written notice of all conflicts, errors, ambiguities, and discrepancies that the Proposer has discovered in the Proposal Documents, and that the Proposal Documents indicate and convey understanding of all terms and conditions required for preparation of the SOQ.

1.09 Site Visit

- A. The City does not presently plan to conduct additional site visits, beyond the informational pre-bid conference.

1.10 Questions regarding the SOQ

- A. Submit questions about the meaning or intent of the Proposal Documents, Addenda, and the related supplemental data to the purchasing agent at: purchasingagent@cityofbethel.net on or before the date shown on the Advertisement. In the Subject line, please put "CM/GC RFQ."
- B. Responses to questions will be posted on the designated website for the benefit of all Proposers. Responses to questions do not modify or supplement the Proposal Documents, including any draft Contract Documents, unless set forth in an Addendum that expressly modifies or supplements such documents. Any response that requires a modification or supplementation of the Proposal Documents, including any draft Contract Documents, will be made by Addendum posted on the designated website. The City will not be responsible for any explanations or interpretations other than those posted.

1.11 Addenda

- A. The City reserves the right to issue Addenda to the Proposal Documents. Proposer is responsible for being aware of all Addenda issued by the City.
- B. Each Proposer must, in its SOQ (see attached template form), acknowledge receipt of all addenda published, but the failure of a Proposer to receive, or acknowledge receipt of any addenda shall not relieve a Proposer of the responsibility for complying with the terms thereof.

1.12 Protests

- A. Protests regarding any alleged improprieties or ambiguities in this request for qualifications document must be filed with the purchasing agent no later than the date and time shown on Advertisement for RFQ. Information on how to file a

protest can be found in section 4.20.270 of the Bethel Municipal Code. The Code may be found on the City's website: www.cityofbethel.org.

1.13 Confidentiality of Submitted Information

- A. Cost, fee, or price information included in the SOQ can be considered proprietary. If so used, an original shall be delivered which is clearly marked PROPRIETARY and an additional copy shall be submitted omitting the proprietary information for City use. If submitting electronically, clearly label the files to indicate PROPRIETARY. The copy containing proprietary information will be solely for City use and then disposed of after a contract is issued. The omitted copy will remain on file and part of the RFP documents for future use or records requests.

1.14 Conflict of Interest

- A. All City employees and Council members adhere to and follow a Conflict of Interest Policy prohibiting them from directly or indirectly participating in procurement of a contract, if the city employee or council member knows, or should reasonably know that:
 - 1. The city employee or council member or any member of the city employee's family has a financial interest pertaining to the anticipated contract.
 - 2. Any other person, business, or organization with whom the city employee or council member or any member of their immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- B. Violation of this policy by any Proposer is automatic grounds for disqualification of a SOQ and/or a breach of contract.
- C. See the SOQ form.

1.15 Inducement

- A. All City employees and Council Members adhere to and follow the Conflict of Inducements Policy that prohibits gratuities or offers of employment in connection with a decision, approval, disapproval, or recommendation regarding any matter which affects the City or which the City is negotiating. Any attempt by a Proposer to violate this policy is automatic grounds for disqualification of a SOQ.

1.16 Non-Collusion

- A. Evidence of collusion or other anticompetitive practices among Proposers shall be grounds for disqualification.

1.17 Debarment

- A. Submission of a SOQ in response to this RFQ is certification that the Proposer is not currently debarred, suspended, proposed for debarment, and/or declared ineligible or voluntarily excluded from participation in any transaction by any City, State, or

Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

1.18 Good Standing

- A. According to the Bethel Municipal Code 4.20.070: “No procurement contract may be awarded to a person, group, organization, or other entity that is delinquent in the payment or collection of sales taxes, fees, charges, penalties, interest or other amounts that are due and owing, or otherwise obligated to the City, which is not remedied within ten (10) business days of notice to the contractor.” See Bethel Municipal Code on City website (www.cityofbethel.org).

1.19 Non-Discrimination

- A. The City will not contract with any persons or entities that discriminate against employees or applicants for any reason other than those related to job performance. All prospective Proposers will comply with all federal, state, and local laws and policies that prohibit discrimination in the workplace. The City will not discriminate because of race, creed, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, age, marital status, change in marital status, pregnancy, parenthood, disability status, genetic information, political affiliation or status as a disabled veteran.

1.20 Public Disclosure

- A. All information, with the exception of proprietary costs, in Proposer’s SOQ is subject to disclosure under the provisions of Alaska’s Public Records Laws (AS 40.25.100 et seq.) and corresponding provisions of the Bethel Municipal Code (BMC § 2.40). These laws and ordinances also provide for the complete disclosure of contracts and attachments thereto except as expressly exempted under Law.

1.21 Cost Liability

- A. The City assumes no responsibility or liability for costs incurred by a Proposer prior to execution of a Contract. By submitting a SOQ, Proposer agrees to bear all costs incurred or related to the preparation, submission, and selection process for the SOQ.

1.22 Wage Rate Requirements

- A. 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.

ARTICLE 2. EVALUATION CRITERIA

2.01 Evaluation Categories

- A. The table in this paragraph lists the rating categories (A through F) by which the City will make a final determination of the successful Proposer and make an award of the CM/GC Contract. Rating categories A through E will be applied to the evaluation of the SOQs. Item F, interview, may be added to the points awarded for A through E. The maximum point value for each category is indicated in the final column of the table below. Detailed instructions on completing each category are included in Article 4.

Category	Description	Point Value
A	Firm background	15
B	Experience and past performance of Proposer	25
C	Experience and qualifications of proposed key personnel	20
D	Project approach	20
E	Fee rates proposal	20
F	Interview	100
Total		200

2.02 Interview

- A. The City of Bethel may schedule an interview with each short-listed Proposer. The interview will last no more than 1 hour and will be held via Zoom or Microsoft Teams. The City will provide each proposer invited to interview with more information regarding the content of the interview.

ARTICLE 3. REQUIREMENTS FOR THE SOQ

3.01 General Requirements

- A. The SOQ as submitted must include the information described in this RFQ, as a minimum, to allow the City (a) to assess the qualifications of each Proposer to successfully perform CM/GC Services and complete the Work, and (b) to rank the Proposer's qualifications objectively and as compared to the qualifications of other prospective Proposers. The information requested in the RFQ must be provided completely and in detail.
- B. The SOQ as furnished to Proposers is set up to require that certain information be provided in forms included in the SOQ. The information in these forms will be used to make direct comparisons with the information provided by other Proposers in

response to this RFQ. Failure to submit the required information in the SOQ may result in the City considering the Proposer as non-responsive. Failure to provide the information completely and clearly may result in lower scores in the evaluations which could result in the Proposer not being selected. Proposers may be required to provide supplemental information, if so requested by the City, to clarify, enhance, or supplement the information provided in the SOQ.

- C. Information requested in the forms that cannot be totally incorporated in the forms may be included as an appendix to the form. Appendix pages must not exceed five pages total; resumes pages do not count towards this count. This appendix must be clearly referenced by appendix number on the form, and the appended material must include the appendix number on every sheet of the appendix. The appendix must include only the information that responds to the question or item number to which the appendix applies.
- D. The information requested is used to address each of the selection categories presented in the RFQ (not including any price category) and should be presented in that order and be keyed specifically for each selection category. The reference must include the specific selection category to demonstrate strengths for each criterion.

ARTICLE 4. INSTRUCTIONS FOR PREPARING THE SOQ

4.01 Provided SOQ:

- A. The Proposer is required to use the provided SOQ template and forms (*Attachment 1: SOQ template and forms*) in submitting their SOQ. The following Tables, provided in the SOQ, are to be used in preparing the SOQ:

Table	Category	Document Title
		Statement of Qualifications Certification
1	A	General Information
2	B	Current Projects and Projects Completed within the last 5 Years
3a	C	Project Management Structure
3b	C	Proposed Project Manager
3c	C	Proposed Project Superintendents
3d	C	Proposed Project Safety Managers
3e	C	Proposed Project Scheduler
3f	C	Proposed Project Estimator
3g	C	Proposed Project Quality Control Managers
3h	C	Current Commitments

4	D	Project Approach
5	E	Fee and Mark-up Rates Proposal

4.02 Table 2 – Category B: Project Experience

- A. Provide a list of relevant projects completed by the Proposer in the last 5 – 7 years using Table 2.
- B. Provide information on three (3) projects which demonstrate the experience of the Proposer’s team with construction of similar projects including CM/GC projects. Experience must include, as a minimum, the satisfactory completion of at least two similar projects within the last five years.

4.03 Tables 3 – Category C: Experience and Qualifications of Proposed Key Personnel

- A. Provide information on the key personnel proposed for this project on Table 3. The Proposer must commit to providing the services of the proposed key personnel for the life of the Project as a condition of qualification, unless otherwise authorized in writing. Unexcused failure to provide the proposed key personnel may provide the basis for termination of the CM/GC Contract at the discretion of the City.
- B. Provide resumes not exceeding two pages for each individual proposed for the key personnel positions. Resumes must describe the qualifications of the individual and include the following as a minimum: technical experience, managerial experience, education and formal training, and a work history which describes project experience, including the roles and responsibilities for each assignment. Additional information highlighting the experience which makes them the best candidate for the assignment should also be included. Focus on projects on which the individuals proposed have had significant involvement in the last 7 years and which demonstrate their experience with similar projects.

ARTICLE 5. EVALUATION OF STATEMENTS OF QUALIFICATIONS

5.01 One-Step Qualifications-Based Selection Process

- A. The CM/GC will be selected solely on the basis of qualifications and fee and mark-up rates proposal. The City will receive SOQs and evaluate these, along with other information, to select the most highly qualified Proposer. The selected Proposer will submit additional detailed price/cost information for the CM/GC Contract for the consideration of the City before entering into the Contract.

5.02 Evaluation of SOQs:

- A. The City will only accept one (1) SOQ per Proposer, including its subsidiaries, affiliated companies, organizations, or franchises.
- B. The accepting and opening of a SOQ document does not constitute the City's acceptance of the Proposer as a responsive and responsible Offeror. By accepting and opening of a SOQ, the City presumes the Proposers are familiar with the procurement documents and Chapter 4.20 *Purchasing* in the Bethel Municipal Code.
- C. The City reserves the right to accept any SOQ and to reject all SOQs in whole or in part and to waive any irregularity and/or informalities in any SOQ. The City reserves the right to determine whether the scope of the services will be entirely as described in the RFP, a portion of the scope, or that a revised scope be implemented.
- D. The City will evaluate and rank each SOQ using the selection criteria within 5 days after the date SOQs are received. The City will determine if SOQs comply with the prescribed requirements and will consider the qualifications of the Proposers, and other factors as described in this Article to determine which Proposers are best qualified to complete the Project.
- E. The City may conduct interviews with a select number of Proposers to clarify any points in the SOQ to gain a better understanding of how the Proposers can provide the best value to the for the CM/GC Contract.
 - 1. The selected Proposers will be given the opportunity to discuss in more detail their qualifications, past experience, key personnel, and proposed work plan. The interview must include at least two (2) of the key personnel identified in the SOQ. The interview shall consist of a presentation by the Proposer, including the person who will be the project manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the interviews.
 - 2. Interviews will be via Zoom or Microsoft Teams. Proposers selected for interview will be notified of:
 - a. The time for the interview;
 - b. Interview format and agenda; and
 - c. Topics to be discussed at the interview;
 - 3. Failure to participate in the interview may result in disqualification from consideration for the award of the CM/GC Contract.
- F. Submission of a SOQ indicates the Proposer's acceptance of the evaluation technique and methodology in this RFQ as well as the Proposer's recognition that some subjective judgments must be made by the City during the evaluation and selection process.

5.03 Ranking of Proposers

- A. Based on the evaluation of the Statements of Qualifications, the City will rank Proposers and may invite the highest ranked Proposers to participate in an interview. Following the interview, the City will invite the most highly ranked Proposer to participate in negotiations necessary to finalize the CM/GC Contract and allow the City's Advisor to issue a Notice of Award of the contract to such Proposer.
- B. The City will attempt to negotiate a satisfactory contract including fee with the top ranked proposer. If negotiations are not successful, the City, at its sole discretion, may then negotiate with the second ranked proposer, and so forth.
- C. The selected Proposer will be required to provide the City an IRS form W-9. The City is tax exempt from all taxes. The Proposer, if awarded a contract for this work, shall be responsible for all taxes that may be applicable to this work.

5.04 EJCDC Contract

- A. The City review team will recommend that the City Manager support the award of a contract to the Proposer with the highest score. The City Manager will then put an Action Memorandum before City Council so council can approve the contract.
- B. The City plans to use the Engineers Joint Contract Documents Committee (EJCDC) CM/GC-525: Agreement between Owner and Construction Manager at Risk (2023) to serve as the contract between the City and CMGC contractor. See Sample in *Attachment 3*.

5.05 Contract Commencement

- A. Commencement of a contract shall not begin until all necessary documents are received and reviewed and all City approvals have been completed, including City Council approval. Commencement of a contract without these requirements will be at the Proposer's sole risk and not compensated by the City.

City of Bethel, Alaska

Acting City Manager's Office

October 18, 2024 -November 6, 2024

Animal Control Center

The City team and Bethel Friends of Canines will be meeting with the lowest bidder UIC, to modify the \$2.3 Million Animal Control Center Construction design. The goal of the meeting will be to identify cost reduction without impacting operational needs.

Bethel Friends of Canines and Administration met with Rasmuson representative, Somona Norombaba, at the Animal Control Center Friday, November 1. The City applied for a Rasmuson Legacy Grant in July, with the hope to supplement the City's funding of the capital project. We are hopeful this visit was a step closer to securing partnership funding!

The administration has been reaching out to other granting agencies, and nonprofits seeking additional funding assistance for the equipment within the facility to help reduce the expense. One of those agencies is Greater Good Charities. We applied for a grant this summer with this nonprofit but didn't qualify as we were seeking construction funding. However, they did offer to review our design plans and provide recommendations. We received their recommendations this week which will be shared with the group at the design meeting.

Utility Billing

We are continuing our review of utilities but this time it is for commercial solid waste. The Utility Billing team is working with our Solid Waste team to evaluate overuse of community dumpsters by commercial users. Once commercial overuse customers have been clearly defined, we will reach out to commercial users that need to obtain their own commercial dumpster as opposed to utilizing community dumpster.

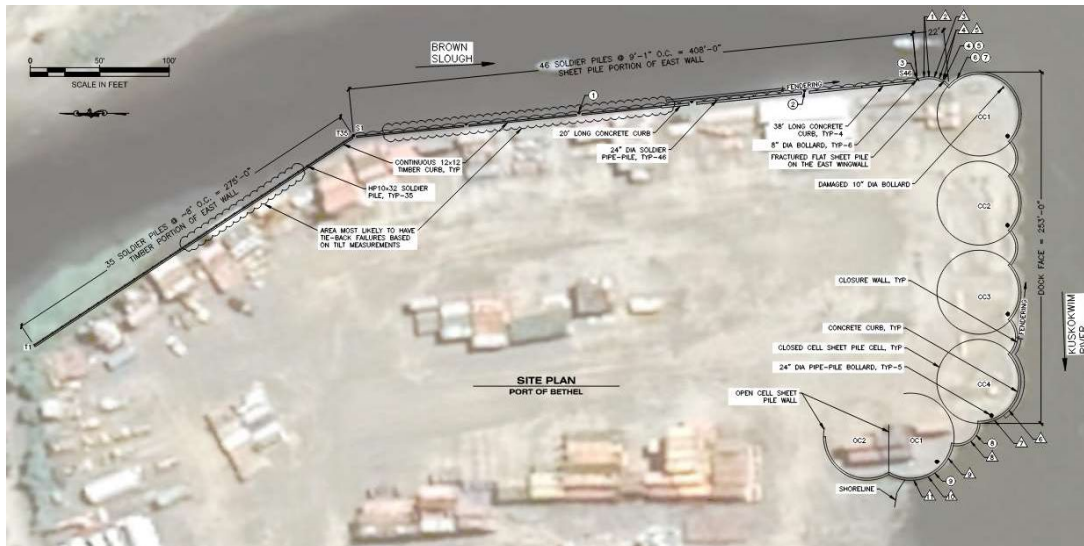
The last distribution of Utility Billing Piped Services notices resulted in 5 more accounts to be created.

Ptarmigan Street Culvert

Geotechnical work will be performed the week of November 11th around the Ptarmigan Street culvert locations. This will require traffic control and monitoring during the sitework.

Port Wall Repair

DOWL provided the City with a Port Structural Condition Assessment in July 2023. The report indicates the east wall to be in serious condition due to tailed tiebacks and a wall creep seaward due to lack of lateral restraints as the top of the wall. The east wing wall has a local failure near the dock closed cell which is allowing loss of backfill. Since of similar local failures were observed and correspond to where the wall is leaning furthest seaward. That south wall and the west wall are in fair condition, with minor damage.



East Wall



West Wall

Short Term Repairs

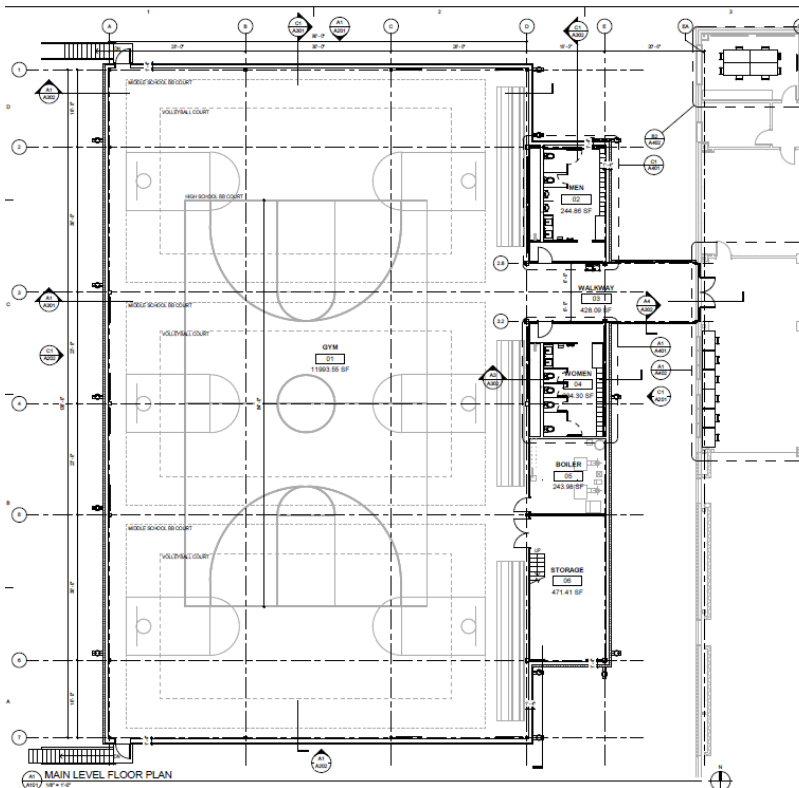
The short-term fix scheduled for the fall of 2024 and authorized for sole source procurement because of its necessity was unable to be performed because of the freezing. While not ideal, that short-term will now be performed in the spring of 2025 allowing us to solicit bids for the performance of the work. We anticipate having a request for a proposal drafted by January, following an updated design by DOWL.

Long Term Repairs

Design will be the first step in our goal of repair and replacement. The Council will consider a resolution for State Capital Legislative Request to funding the design/construction of the seawall repairs. This will be one of a few grant requests that will be prepared to support this project. If we are unsuccessful in obtaining grant funding in the next year, we will consider a general obligation bond for construction.

Community Center Expansion

Construction Manager/General Contractor Request for Qualifications Three submissions were received from qualified companies for the Request for Qualifications (RFQ). In addition to the Statements of Qualifications, the review team held meetings with the companies, then scored the total response of each. The Council is presented with an AM to authorize the negotiation and execution of a contractor which, if approved will be initiated following approval. After the contract for CM/GC is initiated, the team will get to work to progress to the next design phase. During the interviews each contractor indicated the costs for construction would be greater than the amount budgeted. Because of this, the City hopes to focus current funding on maximizing construction square footage and requesting grant funding to supplement the accessory fixtures and equipment that can be added after construction. The first of these requests is found in the Resolution for our Legislative Capital Requests.



The City also received three Statements of Qualifications from Independent Cost Estimators (ICE) which were scored and evaluated by the review team. We are still coordinating our response to the review process so are not prepared to initiate a contract with a ICE contractor at this time.

Community Parks and Recreation Director

The City has three applicant interested in the position. The review team will be holding interviews with the candidates the week of November 11th.

Ice Road Access

In response to flooding the City placed large rocks along First Road, in front of the river by the small boat harbor to help prevent further erosion of this critical roadway. When placing the rock, the City knew the placement would need to be temporary or an alternative solution identified to ensure winter access to Bethel from the ice road. In preparation for freeze-up, the City has moved the rocks to the side of the access to help ensure winter access.

Hydrographic Study

A hydrographic study was performed at the Port. We anticipate getting the report within the next few weeks. The Goal of the hydrographic survey is to identify and determine the depth of the water, the terrain of the riverbed, and any oddities that it may have. Doing this study every two years can help determine where and when dredging may be needed in the Kuskokwim. Completing these studies keeps us on track with the Bethel 2045 Comprehensive Plan. The surveys are required by the U.S. Army Corps of Engineers. This study was funded through the Municipal Dock Expenses operating budget with an estimate of \$23,928.

Finance Business License and Sales Tax

The Finance Team is preparing for the transition away from business licensing. We are also organizing our sales tax delinquency list with the intent to begin releasing delinquency information monthly starting in 2025. The last time this was done, many people on the delinquency list had no idea they were delinquent. We also plan on, in January, to begin posting the list of registered businesses on the City's website to help ensure people are doing business with tax-paying businesses.

Bethel Heights Water Shutdown

The shutdown schedule for November 6-7, was to repair a number of areas within the piped system but to also install high pressure pumps at the water treatment plant to accommodate the new Ayaprun School, and the expansion of the lines to the Martina Oscar Subdivision.

MEMORANDUM

Date: November 1, 2024

To: Lori Strickler, Acting City Manager

From: Lee Foley, Planning Director 

Subject: Planning Director's October Report

October 2024 Events

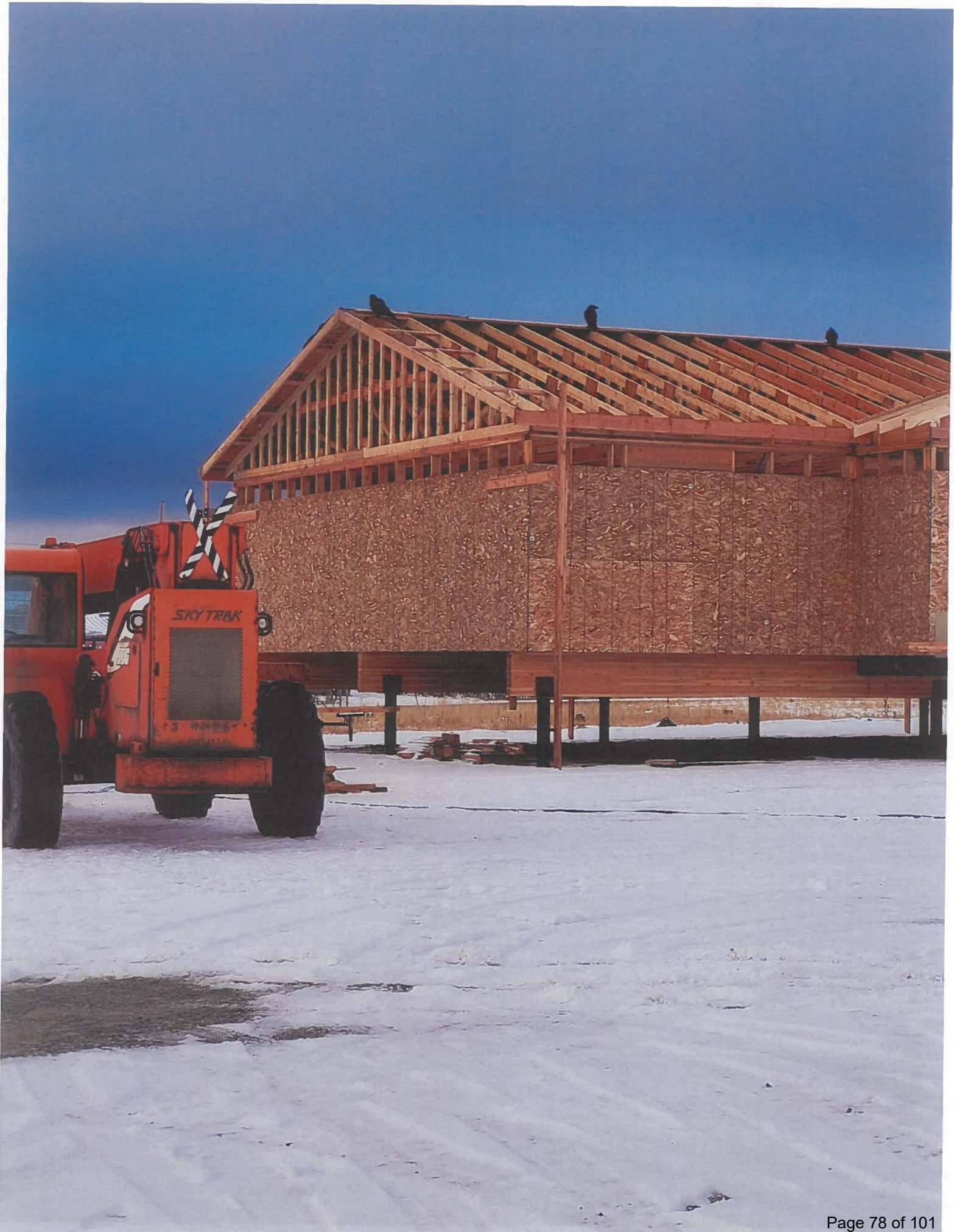
- **Property Issues/Public Nuisances:**

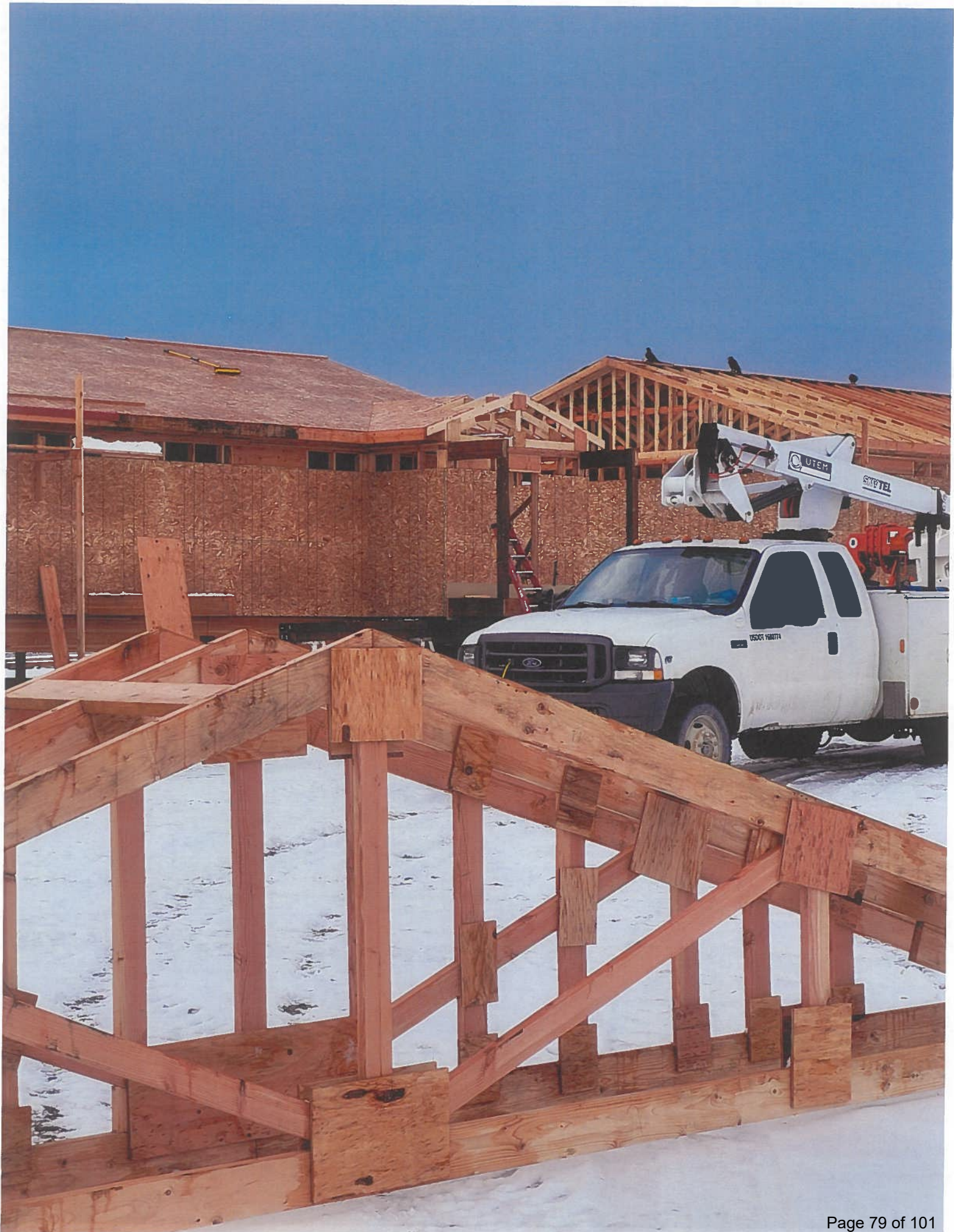
1. 244 Akiak – Being personally handled by Chief of Public Safety
2. 410 Owl Street – Sent certified letter with photos
3. 229 Akiak – Sent certified letter with photos
4. 808 Ptarmigan Road – Sent certified letter with photos
5. Tundra Road – Sent certified letter with photos
6. 236 Akiak – Sent certified letter with photos. Owner lives in Toksook Bay
7. 9330 Nengqerrarlria Drive – Sent certified letter and photos
8. 1119 Uivik – Owner lives somewhere in Nevada. 1st letter with photos sent 05/17/24 returned unopened. Has Alaska phone number but doesn't answer the phone. Left text messages but no response.
9. IPHC – Alaska, 4th & Main – City Manager in discussion with owner of property and BCS as the potential buyer of the property
10. 9316 Nengqerrarlria Drive – Abandoned property, trying to determine Ownership
11. Abandoned home on 6th Avenue – No address on property but certified letter with photos sent to owner
12. 017 A, B, & C Kwethluk – All 3 buildings are vacant. Property was site of a fire. Arson suspected; DA is investigating. No contact information for owners; property supposedly in probate
13. 150 Togerson – Sent certified letter with photos

- **Site Plan Permits:** Planning received two (2) Residential Site Plan Permit and one (1) Commercial Site Plan Permit. All have been processed.

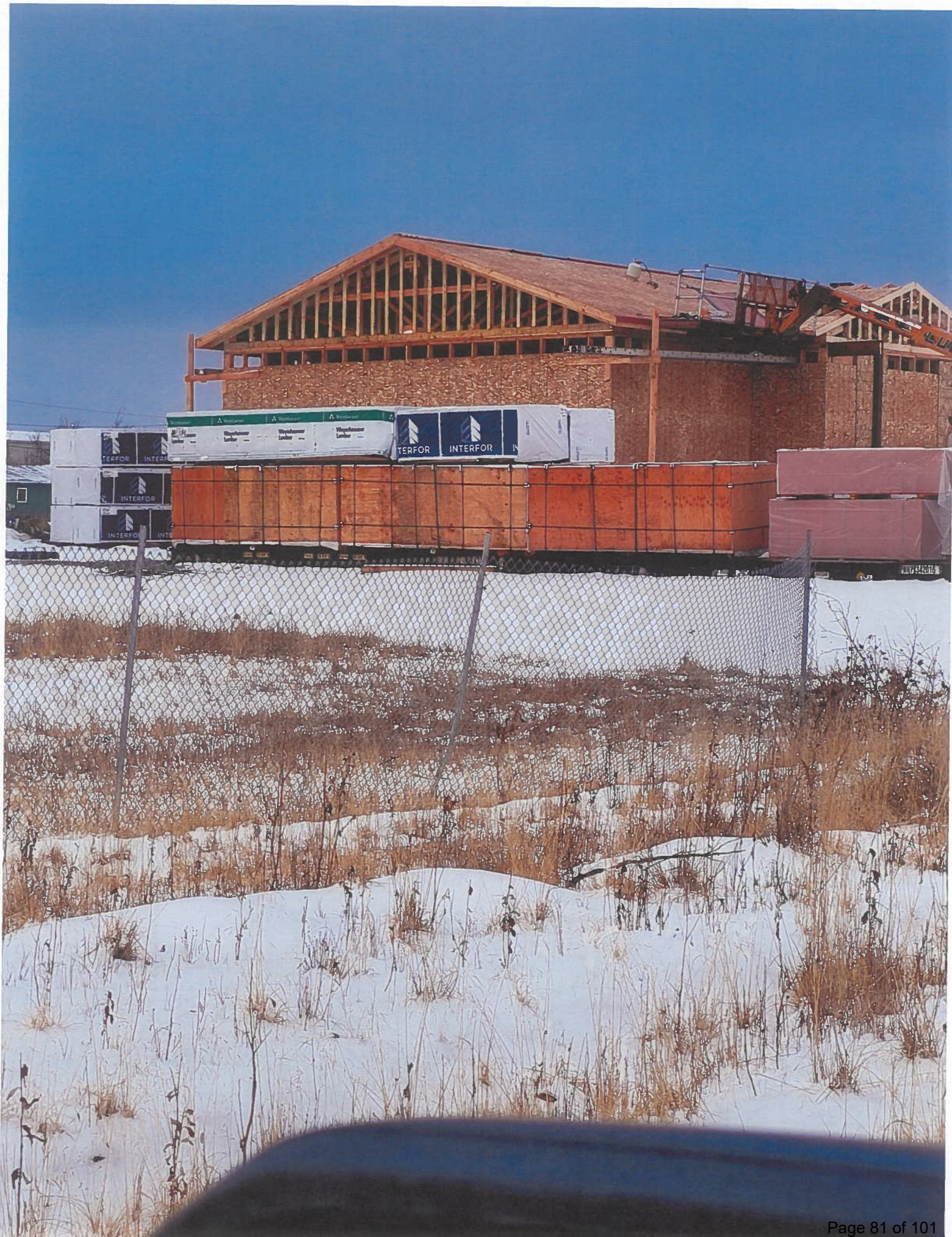
- **Planning Commission:** Agenda items included Blue Sky Subdivision Park Space; ONC Park Space; potential park space on the Kilbuck School lot; IPHC Church property at 4th & Main; Nuisance properties that Planning is involved in; & how can citizens find relief from nuisance properties in their neighborhoods.
- **Abandoned Vehicles:** Covered in nuisance letters as junk vehicles
- **Vacancies:** There are no vacant positions in the Planning Department.
- **Large Projects:**
 1. **Ptarmigan Street Encroachments** – Team meeting held electronically on 10/31/24. DOWL wants the City to create a permitting process. DOWL provided sample encroachment processes to get us started. Matt Walsh with DOT ROW will be working with us. I've requested he have boots on the ground, even if only for one day. Two (2) encroachers have corrected their issues and the City will be relocating a Bus Shelter out of the right-of-way. The remaining seven (7) are those that I want to visit personally with the DOT ROW representative.
 2. **City of Bethel Professional Housing Project** – Attached photos taken 10/31/24.
 3. **AC Store Construction** – All City issues resolved but construction has not restarted to date.













CITY OF BETHEL
OFFICE OF
JAMES C. HARRIS
CHIEF OF PUBLIC SAFETY
harrisjc@cityofbethel.net



September 2024 Monthly Report
Police Department

Personnel:

Current Staffing			
Position	Allocated	Staffed	Vacant
Safety Patrol (three grant funded)	3	3	0
Community Service Officer	2	2	0
Evidence and Record Custodian	1	1	0
Administrative Assistant/Taxi Inspector	1	1	0
Public Safety Dispatcher (one E911 funded)	5	2	3
Public Safety Dispatch Supervisor	1	0	1
Peace Officers (one grant funded/reimbursed SRO)	20	16	4

Operations:

Operations Tempo				
	October 2024	September 2024	October 2023	2024 Total
Calls Total	1566	833	1200	17333
Reports Total	179	113	112	1300
Intoxicated Pedestrian Calls	308	129	167	1661
Driving Under Influence Calls	12	11	12	142
Domestic Violence Reports	22	16	26	275
Disturbance Calls	105	73	103	907
Subject Removal Calls	112	30	97	712
Animal Calls	29	30	35	353
Animal Bite Reports	1	1	0	9
Sexual Assault Reports	8	1	2	38
Death Investigation Reports	2	0	0	12

Dispatch: (907) 543-3781 FAX: (907) 543-5086



**CITY OF BETHEL
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harrisjc@cityofbethel.net**



PERSONNEL:

Evidence custodian is working on organizing the evidence room, making great progress

We are currently working on one background investigation for potential new hire. One back ground has been completed and we are in the process of hire

Chief Harris attended the International Association of Police Conference in Boston

Officers attended the School Halloween Carnival

Officers and fire personnel participated in the annual Halloween Trunk Or Treat event

Bethel Fire Department October Report

Total Calls: 218

Fire Calls: 22

EMS Calls: 196

Most fire calls were either false alarms or vehicle/house lockouts.

Notable Fire Calls

On 10/09/2024 at 0200 Firefighters responded to a structure fire. All engines responded due to a fully involved single story structure fire. The IC asked for a loader to assisted with knocking the building down to smother the flames. The fire is considered undetermined by the investigator due to 5 past structure fires at address and that the building was demolished.

On 10/16/2024 at 13:17 Firefighters responded to BRHS for a report of a fire in the girls bathroom. FF's arrived on scene to find the fire to be extinguished by BRHS staff using extinguishers. Upon further investigation, the investigator found 3 ignitions points and determined the fire to be intentionally started. BRHS security cameras caught only one student entering and exiting the bathroom with smoke following after. After conducting and interview with the student and officer Floyd, the student admitted to starting the fire saying that she was curious.

Notable EMS Calls

Dispatch: (907) 543-3781 FAX: (907) 543-5086



**CITY OF BETHEL
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harrisjc@cityofbethel.net**



On 10/30/2024 at 0058 EMS responded to a report of an intoxicated male with a head wound. EMS found signs of a sever concussion. EMS transported the pt to the hospital.

STAFFING

Career staffing 10 out of 12 positions are filled

Volunteer Staffing 26 Volunteers

Injury's: BFD has one staff member injured and will be out for 3-6 weeks

PORT OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-2310
Fax: 907-543-2311



To: Lori Strickler, Acting City Manager
From: Edward Flores, Port Director
Subject: October 2024 Managers Report

- **Small Boat Harbor**

October was the last operational month for the Small Boat Harbor, this last month we were able to start tagging vehicles about the long term parking on the south SBH. We received and put out 16 not liable for damages signs around the harbor. All of the floats were removed from the water the week of October 21st. We utilized a new method for dismantling the floats with a minimum crew on the first day, I believe it went well. But we greatly appreciated the help from the Streets and Roads crew for the rest of the task. The Port crew worked extensively clearing culverts that drain into the SBH, the culverts in the Northwest corner were blocked up fairly well. They are all flowing and will be frozen soon. All boats left in the SBH after November 1st will be pulled out of the water and stored at the harbor at the owner's expense.

- **City Dock/Beach 1/Petro Port**

The City Dock was very busy this last month. Being the last operating month to get boats to Bethel. Al much freight that was brought in, it was mostly turned and it now out of the yard. the companies that use the dock did a good job of getting some empties out of Bethel. The City Dock is mostly empty, I believe this winter we will bring in less in storage on the City Dock then what we usually do. But I feel that we have been able to capture some of that with the added vessels that are on Beach 1. I am working with the fuel providers to clean up all the numbers so that we know a hard number of gallons that were brought into bethel this season. the same goes for the freight. All but a couple of companies are done and all packed up for the winter. November 1st we will start getting footprints on storage.

- **Port Office**

The port office is running well. We have no issues with connectivity or heat. Building Maintenance Has turned on the second boiler, so now we are running both boilers for the winter months.

- **Admin**

Our monthly storage will be prepared and will leave the Port office this first week of November. The Port Commission had its regular meeting on October 21st. Our next meeting will be at City Council Chambers on November 18, 2024, at 7 p.m.

- **Misc.**

The repairs to the face of the City Dock have been postponed until spring due to a combination of late boat movements and cold weather in Bethel earlier than anticipated. We had a number of vessels in Bethel for roughly a week, looking for a safe place to tie up due to the bad weather out in the bay. The end of October is the end of the season for the Small Boat Harbor Attendants. We finished out the season with two attendants and now we are back down to one City Dock Attendant.



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: 10.31.2024
TO: City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report – Public Works Department
Programs/Divisions

Hauled Utilities: This month services have been on schedule throughout the month. The new water truck and the three new sewer trucks have all been received and put into service. The permanent drivers have received Neo gov access. I would like to thank the other public works departments for the assistance they have given hauled utilities.

Utility Maintenance:

- 7 alarms on residential lift stations were responded to, requiring 5 repairs.
- Monthly meter readings and service connections/ shut offs were completed.
- Tundra Center lift station is 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 and degreasing our larger lift-stations to prevent FOG build up.
- Leveling activities on low-flow and plugged sewer lines.
- Currently have 2 vacant positions. 1 water treatment operator has been hired and will start early November. Still in need of 2 distribution/ collections operators.
- BHWTP Upgrade work is underway. Heat exchangers have been installed in place and work to tie them in is underway. First shutdown to tie in distribution/ high demand pumps in plans for early November.

Property Maintenance:

Pool Building	
	10/01/2024 Add air pressure to pressure vessel in mchanical room
	10/08/2024 Turn on heat trace
	10/22/2024 Cover vent under fitness center to restrict cold air flow
	10/23/2024 Work on mixing valves for showers

	10/24/2024 Work on mixing valves for showers and repair utility closet sink
	10/25/2024 Unclog sink upstairs bathroom
Public Works Building	
	10/20/2024 Work on boiler
	10/21/2024 Replace low water shutoff on boiler.
	10/22/2024 Close valve for water to 2" nozzle by V&E overhead door.
	10/23/2024 Clear lumber from collapsed deck in front of boiler room
	10/25/2024 Work on overhead door for Hauled Utilities
	10/25/2024 Work on clearing stoppage in sink drain line
	10/28/2024 Work on clearing stoppage in sink drain line
Recycle Building	
	10/11/2024 Replace igniter and primary control on boiler
	10/13/2024 Assist utility maint. Moving pallets of chemicals
	10/14/2024 Work on boiler adjust boiler settings
	10/21/2024 Replace fuel pump on boiler. Replace coupler on boiler.
City Hall	
	10/21/2024 Change light bulb in storage closet. Move file cabinets.
	10/24/2025 Moved file cabinets for HR
Police Department	
	10/01/2024 Work on boiler in shop replace controls
	10/01/2024 Replace photocell for outside lights
	10/02/2024 Work on boiler replace ignitor
	10/08/2024 Replace Primary control on shop boiler
	10/14/2024 Work on water pumps
	10/14/2024 Replace garage door opener motor
Bethel Heights Water Plant	
	10/19/2024 Shut off and restart boilers for contractors
Courthouse Building	
	10/01/2024 Shutdown boiler
	10/02/2024 turn on boiler adj. ventilation
	10/03/2024 particles falling in judges office
	10/09/2024 Replace ventilation filters
	10/12/2024 Replace primary control on Boiler
	10/21/2024 Call out stuck flapper on toilet womens bathroom.
Port Office Building	
	10/03/2024 low fuel alarm- called Delta Western
	10/04/2024 Turn Boilers
	10/04/2024 Adjust fuel clock on fuel tank
Highway Lift Station	
	10/04/2024 Adjust fuel clock on fuel tank

	10/21/2024 Work on relays for glycol loop pumps
	10/24/2024 Bailed water from floor drain, Turned boiler 3 on and added glycol.
Bus Barn	
	10/02/2024 work on S&R office
	10/03/2024 work on S&R office
	10/04/2024 work on S&R office
	10/07/2024 work on S&R office
	10/07/2024 work on S&R office
	10/08/2024 work on S&R office
	10/09/2024 work on S&R office
	10/15/2024 Paint inside S&R office
	10/16/2024 Paint inside S&R office
	10/22/2024 Adjust limit switches on overhead door and program remotes
	10/25/2024 Pickup new Toyostove for office
Teen Center	
	10/08/2024 Work on playground fence
	10/09/2024 Turn on loop boilers and turn on heat trace
	10/19/2024 Both fuel tanks found empty boilers are down until fuel is delivered
	10/21/2024 Prime fuel pump on day tank. Replace hot air vent fan
Dog Pound	
	10/01/2024 Assist in getting cat trapped in wall
	10/07/2024 Work on boiler
	10/14/2024 Work on boiler adjust air settings
	10/16/2024 Repair fuel leak on boiler
	10/25/2024 Work on boiler
	10/28/2024 Make 2 new keys to replce broken ones
	10/29/2025 Work on lock change lock core and make 8 new keys
LandFill	
	10/23/2024 Work on padlock for gate
	10/28/2024 Replace fill valve in toilet
Play Parks in General	
x10 Parks	10/07/2024 Clean up insulation scattered around Harbor Park
	10/17/2024 Pickup trash at city parks
Cemetery City Sub	
	10/11/2024 Replace flag
All City Buildings	10/01/2024 Building checks and rounds
	10/02/2024 Building checks and rounds
	10/03/2024 Building checks and rounds
	10/04/2024 Building checks and rounds
	10/05/2024 Building checks and rounds
	10/06/2024 Building checks and rounds

	10/07/2024 Building checks and rounds
	10/08/2024 Building checks and rounds
	10/09/2024 Building checks and rounds
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	10/24/2024 Building checks and rounds
	10/25/2024 Building checks and rounds
	10/26/2024 Building checks and rounds
	10/27/2024 Building checks and rounds
	10/28/2024 Building checks and rounds
	10/29/2024 Building checks and rounds

Road Maintenance:

Business as usual maintaining the community's thoroughfares. Tundra Ridge road has been completed and turned over to us to maintain, 5th avenue pad for professional housing has been completed and construction has started.

Vehicles and Equipment:

As usual we been doing repairs and services on city vehicles and equipment as needed also we have the 324 excavator in here for a undercarriage replacement due to being so wore out. Still short 2 mechanics

Transit System:

Since I'll be gone for the remainder of the month for medical, submitting my report as of 24 OCT 24. Steady ridership as usual for this month. The numbers are 579 Seniors, 20 Youth, 64 Adults, 87 Disabled, and 727 Pass riders. 14 Month and 47 Day passes were purchased which the fares came to \$465.00. These numbers will of course change when I get back to do all the paperwork. The excitement was in

the air as the last barge arrived along with 2 new buses! Huge thanks to John Sargent for doing the grant paperwork to make this happen for the riders of Bethel who depend on the Transit Bus to bring them where they need to go. Bus 440 made its last round on Friday, 04 OCT 2024 and was retired afterwards. The new bus, TS 1 made its first road appearance on the 7th of October. Since the part-time driver has left Transit, we have been very busy but the good news is that I have been in contact with a new replacement driver which I'm hoping will be in training soon to get us back to full service mode. Lastly I'd like to give a huge thank you to Martin "JoeJoe" Prince who has stepped up to fill in since I have been going back and forth to Anchorage this month for medical purposes.

Landfill & Hauled Refuse:

Landfill & Hauled Refuse has been getting ready for winter. We did receive 22 new dumpsters on the last barge. I spent a week in Dillingham for Alaska Landfill Operator Training, and I thank everyone for the opportunity to attend. The trackhoe for the landfill is in the shop having the undercarriage replaced and the backup truck 704 is in the shop for repairs, and I thank Robbie and his help for the work that is being done on these two pieces of equipment. We did receive the results of the inspection done in July by Alaska Department of Environmental Conservation, and we received a score of 92.5%. The landfill inspection report is available to anyone that would like to see it and I can email it to anyone that would like to have a copy of it to read. One of the concerns that was repeatedly noted in the report was a lack of staff and the landfill is losing the last of the temporary summer help. As of October 27th, hauled refuse picked up and delivered to the landfill 72 truck loads of trash, we received 53 loads of trash from misc. city trucks, private citizen brought 329 loads of trash, we have received 2228 cubic yards of trash from commercial accounts, 20 refrigerators for freon removal, and 10 vehicles

Staffing Issues/Concerns/Training:

MEMORANDUM

DATE: November 5, 2024

TO: Lori Strickler, Acting City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report for November 12, 2024 Bethel City Council Meeting



Grant Applications Submitted

Justice Assistance Grant (JAG)

Police Chief Harris chose to use the \$11,116 formula JAG grant to be part of the funds used to purchase new security cameras and door card reader program for the police station. In the grant application, I said the City would pay the remaining project amount of \$60,326.36.

Energy Efficiency and Conservation Block Grant Program

I prepared and submitted the City's application to secure \$75,220 in formula grant funding from Energy Efficiency Conservation Block Grant Program. The project calls for the purchase of 20.5 kw of solar panels attached to the south-facing roof of the fitness center. Annual electricity savings are expected to be \$4,315 at the cost of \$.26/kWh.

VSW State Revolving Loans

I completed two Questionnaires required for the City to be able to apply for a State Revolving Loan to cover costs associated with automating the City's two water treatment plants. Hopefully, the City will qualify for a forgiveness portion of a loan. The Bethel Heights WTP upgrade will cost \$1,418,000 and the City Subdivision WTP upgrade will cost \$1,369,000.

Grant Applications in Preparation

Jesuit Volunteer Application

The Acting City Manager approached me with the idea of preparing a grant application to Jesuit Volunteer Corps Northwest to request a part-time Jesuit Volunteer for one year to serve as Community Parks and Recreation Coordinator. This staff position would assist the City in its effort to reestablish the Parks and Recreation Department.

EPA Grant for Removal of Derelict Vessels

The City must apply for a grant from the Environmental Protection Agency in order to secure the \$5.018 million appropriation from Senator Murkowski's Office.

Community Transit Grant

The Alaska Department of Transportation and Public Facilities, Transit Division, opened the grant application period for transit operating and capital grants that begin July 1, 2025. The application deadline is December 16, 2024.

Grant Administration

Homeland Security Grant - Fencing

The City signed a contract with Alaska Fence Manufacturing and Supply aka The Fence Guy for the purchase and installation of 1,050 linear feet of fence around the perimeter of the new Streets and Roads Shop property. The company shipped fence materials to Bethel via Lynden and sent four workers to assemble the fence. They completed the fence in two weeks as planned.

Coronavirus Capital Project Fund Grant

The City signed the Coronavirus Capital Project Fund Grant that will provide \$9 million toward the design and construction of the new Bethel Community Center attached to the YK Fitness Center. With a state legislative grant for \$500,000 and a Denali Commission grant for \$500,000, the project is now \$10 million. DOWL is at the 35% design stage. The plan is to go out to bid to hire a design-build contractor that will work with DOWL on the finished product.

Current Grants

See list on following pages.

#	Grant	Amount	Expiration
1	Coronavirus Capital Project Fund	\$ 9,000,000	12/31/2026
	The City and State signed the grant agreement for this project. The City plans to use this grant for construction of the Bethel Multiuse Community Center.		
2	Denali Commission Grant	\$ 500,000	9/30/2026
	Grant awarded for construction of Bethel Multiuse Community Center (new gymnasium).		
3	CSP - DHSS FY 2024	\$ 323,081	6/30/2025
	The Alaska Department of Health issued a new progress report to complete for this grant. The new report asks for verification that the CSP program saves lives of those unable to care for themselves.		
4	23SHSP-GY23 – Virtual Simulator & Fencing	\$ 268,000	9/30/2025
	The security fence was installed around the City's newly outfitted Division of Streets and Roads Shop property on First Avenue on the site of the old bus barn. The new fence has an electric vehicle gate and privacy slats in the fence with barbed wire on top. The City was denied its reallocation request to purchase a keyless door entry system and building security cameras in lieu of the approved virtual shooting simulator purchase. The City will complete the Environmental, Historical and Preservation documents necessary for the simulator purchase.		
5	COPS Hiring Program - School Resource Officer (SRO)	\$ 125,000	6/30/2023
	City completed final progress report and final financial report to close the grant. City Finance Dept. collected the full \$125,000 grant amount after it completed the finance reports.		
6	Yukon-Kuskokwim Health Corporation Diabetes Prevention & Control Program	\$ 4,738	None
	To do: Complete Final Report and close grant.		
7	Coronavirus Local Fiscal Recovery Fund (ARPA)	\$ 3,361,604	12/31/2024
	The City must spend the remaining grant funds by December 31, 2024. The construction of the Chemical Storage Building and engineer fees are expected to consume the grant balance.		
8	Designated Legislative Grant > YK Fitness Center Gym/Track Design	\$ 500,000	6/30/2026
	DOWL, LLC is approximately 35% complete with design of the new Community Center to be attached to the YK Fitness Center.		
9	Designated Legislative Grant Public Safety Communication Tower	\$ 500,000	6/30/2028
	STG, Inc. hired to purchase and install the Public Safety Communications Tower.		
10	Designated Legislative Grant > Dust Control	\$ 1,200,000	6/30/2029
	City and State signed grant agreement for the \$1.2 million in dust control grant funds. City will make purchases.		

11	State and Local Cybersecurity Grant Program (SLCGP)	\$ 75,000	9/30/2026
The City of Bethel will hire a consultant or use DOWL, LLC to conduct a cybersecurity review of the City's IT network, equipment, software, and physical layout. The City may use recommendations in the plan as grant requests next year.			
12	Healthy & Equitable Funding	\$ 242,057	12/31/2024
The contractor installed two sets of playground equipment in June 2024. The City submitted a grant report in October to request reimbursement for capital spent.			
13	VSW Capital Improvement Project Grant	\$ 13,860,000	
City hired an electrical firm to complete the water treatment plant improvements. These improvements are necessary to make the plant ready to connect water pipes to the new school and the Martina Oscar Subdivision.			
14	APEI Safety Grant	\$ 5,000	9/30/2025
The City's Streets and Roads Division purchased orange cones and barricades to keep workers and the public safe during road work.			
15	Last Frontier Housing Initiative	\$ 5,000,000	12/31/2026
Alaska Housing Finance Corporation is the grantor. City to hire contractor to construct and operate three rental units to serve low-income residents and six professional housing units. City hired Urban KNKT to construct the low-income rental units and Kuqo Construction to construct the professional housing units.			

Total \$ 35,425,605



CITY OF BETHEL

Post Office Box 1388

Bethel, Alaska 99559

Phone: 907- 543- 2047

TO: City Manager
FROM: Human Resources
SUBJECT: Monthly Manager Report

DATE: November 1, 2024

The following identifies significant projects that were in addition to general personnel action-based activities (hiring, terminations, benefits review, employee support, etc):

Position Update

Department	Budgeted Positions	Applications Received	Vacancies	<u>Change Since Last Report</u>		
				Pending Offers	Hired	Separated
Administration	4	4*	1		1	
City Clerk	2		0			
Finance	9		2			
Planning	2		0			
Attorney	1		0			
Public Safety						
<i>Admin</i>	3	4*	0			
<i>Fire</i>	10	4	1		1	
<i>Police</i>	31	4	6			
Public Works						
<i>Admin</i>	2	4*	1	+1		
<i>Streets/Roads</i>	6	1	2			
<i>Prop Maintenance</i>	5	3	1	+1		
<i>Refuse/Landfill</i>	3		0			
<i>Hauled Services</i>	19	5	14	+1 temp	1	
<i>Piped Water/Plants</i>	9	2	3	+1		-1
<i>Vehicles & Equip</i>	7		3			
Transit	2.5	1	.5	+1		
Port and Harbor	3		0			
Parks and Rec	1	3	1			
Total	118.5	27	37.5	*Applications for Admin Asst.- General		

Recruitment and Hiring

A total of 27 valid applications were received by HR during October for advertised vacancies. Of these, the City received 4 applications for administrative assistant positions, which resulted in a pending hire for Public Works.

Current vacancies at the Management Team level include City Manager, Finance Director, and the newly-posted Community Parks and Recreation Director.

Hauled Services continues to use temporary employees to meet the service requirements. Efforts are ongoing to transition employees to permanent positions.

Retention

While the City's workforce is beginning to stabilize, it will be critical to employ proven retention strategies at the Department level. HR will be providing training and resources over the next few months to assist the City in retaining our employees.

Training and Conferences

Attended the 2024 Alaska State HR Conference. Program highlights included sessions on hiring veterans, conducting workplace investigations, increasing employee engagement, hiring techniques, and improving organization communications.

HR will elaborate on the specific sessions in a trip report and will be sharing tools and tips with managers and supervisors over the next few months. Many of the techniques will strengthen our employee engagement and retention, helping us learn to be more inclusive in our efforts to meet the City's mission and provide services to our community and our co-workers.

NeoGOV Transition

Many employees have received basic training on navigating NeoGov. Leave requests and Personnel Action Requests are all being completed electronically through NeoGov. HR will be adding evaluation forms to the product within the month.

HR has obtained a quote from NeoGov to add the Policy management component to the City's HR suite to help streamline policy management. NeoGov's policy solution is not yet integrated into their overall platform, and using multiple systems will make the process less efficient. HR continues to explore other options.

Online Timekeeping

HR and payroll will be training with Caselle during the month of November and setting up the system for online payroll submission.

Workplace Safety, Injuries and OSHA Notifications

There was only one reported injury during October. Forms were submitted to the claims manager electronically. The injury did not require special OSHA notification.

Ongoing and Future Projects

- Updating classification and compensation data.
- Job Description review and updates.
- Presentation and acknowledgment of City Drug and Alcohol Policies.
- Updating the Employee Handbook, last adopted by City Council in 2015.



City of Bethel

Finance Department

Manager's Report for October 2024

Date: October 30, 2024

To: Lori Strickler, Acting City Manager

From: Cynthia Sharp, Deputy Finance Director

Subject: Management Report

Current Events within the Finance Department

October has been a very productive month for the Finance Department. With the addition of a couple of new team members we are now almost fully staffed. Our office hours have changed to Mon-Thurs 8:30-4:30pm.

Sales tax is working on putting the new Sales Tax Certificate ordinance in place and getting notices out to the businesses.

Accounts payable/Payroll is working hard at organizing her office, learning payroll, helping in other parts of the finance department and overall doing a great job. She will be attending training in November to learn how the online time-keeping system works.

Utility Billing is working on getting all the multi-units on the piped system set up with accounts.

The Auditors will be conducting a remote FY23 Audit the week of November 18-22nd.

General Ledger: Keeps us all in balance

Finance Committee

The Finance Committee had a quorum. Discussed Rentals

Personnel/Open positions: Finance Director

City of Bethel, Alaska

City Clerk's Office

Council Meetings

November 12, 2024 Regular City Council Meeting
November 13, 2024 Special City Council Meeting
November 26, 2024 Regular City Council Meeting

City Clerk's Office

- The Clerk's Office, along with the City Manager's Office travelled from school to school with election equipment and administered the 2024 Kid's Vote Ballot. Earlier this year, there was an art contest to develop a sign for the Harbor Park. The Community Parks and Recreation Committee selected three finalists. These designs were put onto a ballot and brought to the local schools. A sample of the Ballot and the results of Kid's Vote 2024 are attached. A total of 910 ballots were cast. The design which received the most votes was submitted by Sally Peters.
- Coordinating City Council Travel for the upcoming AML Annual Conference in Anchorage.
- Attending training on the new NeoGov HR software.
- Providing logistical support to the State of Alaska for the General Election. This included coordinating/storing election material, setting up/tearing down the election location, and working at the Election as an Election Official.

Task	Period Total	Year to Date Total
Passport Appointments	1	66
Burial Permits/Reservations	3	41
Notary Services	-	27
Meeting Minutes Drafted	1	23
Resolutions Drafted	-	7
Ordinances Drafted	-	2
AM/IM Drafted	1	5

Committee/Commission Vacancies	Regular	Alternate
Community Parks and Recreation Committee	full	1
Planning Commission	full	2
Port Commission	1	2
Public Safety and Transportation Commission	full	2
Community Action Grant Technical Review Board	full	full
Public Works Committee	3	2
Finance Committee	1	2
Ethics Board	full	1

KIDS VOTE BALLOT 2024

INSTRUCTIONS: To vote, completely fill in the oval  next to your choice.

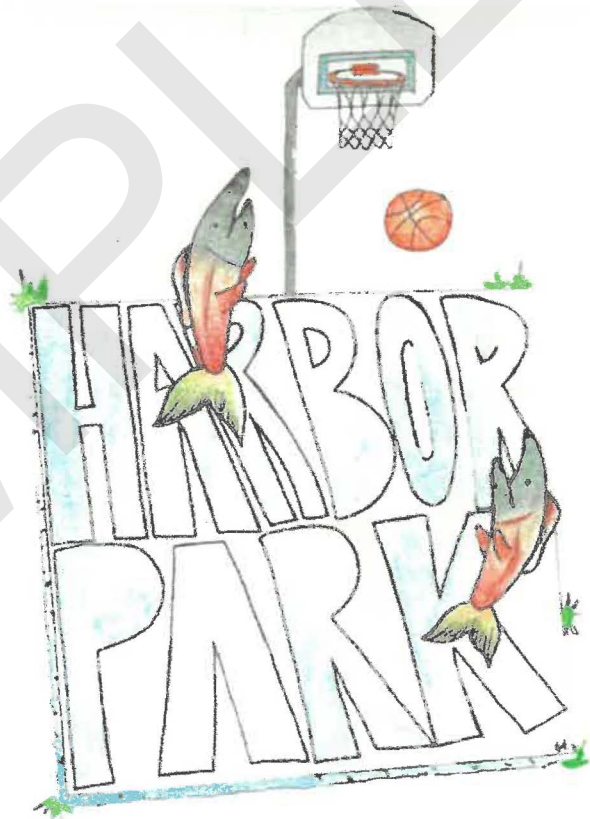
QUESTION

The Harbor Park sign should be (select one):

☐ Choice 1



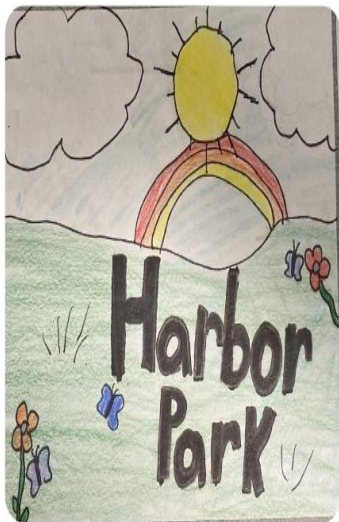
☐ Choice 3



☐ Choice 2

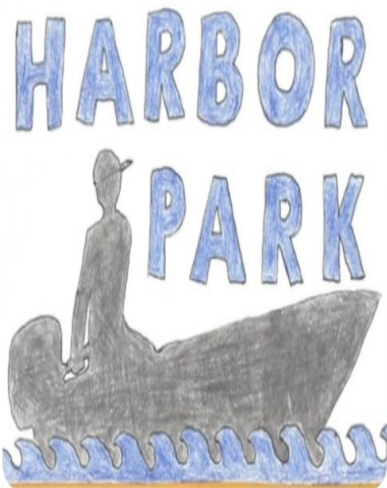


2024 Kids Vote Results

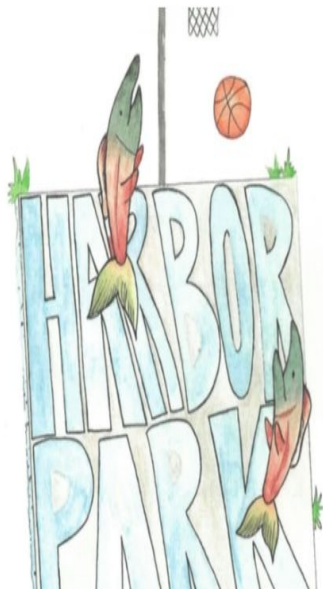


BRHS&JR KLA/ANSEP ME GJE Ayaprun Preschools Total

15	4	46	55	53	24	197
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64	10	21	64	60	15	234
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186	33	30	151	62	17	479
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