

CITY OF BETHEL

City Council Meeting Agenda, August 11, 2026 – 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, Alicia Miner, Pamela Conrad, Kelsi Kime, Greg Schiedler

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. *7/28/2026 Regular City Council Meeting Minutes

7. REPORTS OF STANDING COMMITTEES

- 7.1. Committee/Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

10. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 26-13: Amending Bethel Municipal Code 2.12.050, City Attorney, To Clarify Authority For Filing Routine Litigation (City Manager Strickler)
- 10.2. *Introduction Of Ordinance 26-09 (a): Amending The Adopted Operating Budget For Fiscal Year 2027, July 1, 2026-June 30, 2027 (City Manager Strickler)
- 10.3. *Introduction Of Ordinance 26-10 (a): Amending the Adopted Capital Improvement Project Budget For Fiscal Year 2027, July 1, 2026-June 30, 2027 (City Manager Strickler)

Posted 08/05/2026 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, City Clerk's Office

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

- 10.4. *AM 26-16: Authorize The City Manager To Negotiate And Execute A Contract For Bethel Water Plant And Facility Controls And Automation (City Manager Strickler)
- 10.5. AM 26-17: Authorize The City Manager And Purchasing Agent To Initiate An Order For \$55,000 To Purchase Salt For Streets And Roads (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 08/05/2026 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan. City Clerk's Office

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

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on July 28, 2026 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:
City Council Member Mark Springer City Council Member Kelsi Kime City Council Member Greg Schiedler (telephonically) Mayor Rose Henderson City Council Member Pamela Conrad City Council Member Alicia Miner
Members Absent:
Vice-Mayor Teresa Keller
Also in attendance were the following:
City Manager Lori Strickler, 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: Approve the Consent and Regular Agenda.

Moved by:	Mark Springer
Seconded by:	Alicia Miner
In favor:	Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad, Alicia Miner
Opposed:	None
Results:	Motion Carries

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *7-14-2026 Regular City Council Meeting Minutes

Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

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

Port Commission, Council Member Conrad- No meeting due to lack of quorum.

Planning Commission, Mayor Henderson- No meeting since last meeting. Next meeting August 13th.

Community Action Grant Committee, Council Member Miner- No meetings yet this year.

Community Parks and Recreation Committee- No one to report.

Finance Committee, Council Member Schiedler- Declared three seats vacant on the committee.

Public Works Committee, Council Member Kime- No meeting due to lack of quorum.

Public Safety and Transportation Commission, Council Member Springer- Next meeting in August.

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 25-08(i): Amending The Adoption Annual Operating Budget For Fiscal Year 2026, July 1, 2025 - June 30, 2026 (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 25-08(i).

Moved by: | Mark Springer
Seconded by: | Greg Schiedler

In favor: Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad, Alicia Miner
Opposed: None
Results: Motion Carries

Main Motion: Suspend the Rules to hear from the Finance Director, Nella Poquette.

Moved by: Mark Springer
Seconded by: Kelsi Kime
In favor: Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad, Alicia Miner
Opposed: None
Results: Motion Carries

Item 9.2. - Public Hearing Of Ordinance 26-11: Amending Bethel Municipal Code Title 6, Animals, To Add Additional Vaccination Requirements (Public Safety and Transportation Commission)

Mayor Henderson opened the Public Hearing.

No one present to be heard.

Mayor Henderson closed the Public Hearing.

Main Motion: Adopt Ordinance 26-11.

Moved by: Kelsi Kime
Seconded by: Mark Springer
In favor: Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad, Alicia Miner
Opposed: None
Results: Motion Carries

Primary Amendment: Adopt the suggested amendment from the packet from the City Clerk which is as follows:

Chapter 6.08

~~DISEASE CONTROL~~

~~Sections:~~

~~6.08.020 Parvovirus:~~

~~A. It is unlawful for any person owning a dog to import such dog into the city if the dog has not been vaccinated with feline distemper, dog strain or mink strain parvovirus within seven (7) days of entry into the city. Proof of vaccination must be shown to carrier.~~

~~B. It is unlawful for any person to take a dog outside the city limits and return the animal without proof of vaccination of such dog with feline distemper, dog strain or mink strain parvovirus vaccine.~~

~~C. It is unlawful for any person engaged in interstate or intrastate commerce to transport any dog into the city without obtaining proof, prior to transport, that the dog has been vaccinated with feline distemper, dog strain or mink strain parvovirus vaccine within seven (7) days prior to transport.~~

6.04.045 Vaccination against ~~rabies~~ communicable disease.

- A. All dogs and cats shall be vaccinated against communicable disease by the ages indicated by the American Veterinary Medical Association. ~~rabies from age three (3) months on.~~
- B. It is unlawful for any person owning a dog to import such dog into the city if the dog has not been vaccinated with feline distemper, dog strain or mink strain parvovirus within seven (7) days of entry into the city. Proof of vaccination must be shown to carrier.
- C. It is unlawful for any person to take a dog outside the city limits and return the animal without proof of vaccination of such dog with feline distemper, dog strain or mink strain parvovirus vaccine.
- D. . It is unlawful for any person engaged in interstate or intrastate commerce to transport any dog into the city without obtaining proof, prior to transport, that the dog has been vaccinated with feline distemper, dog strain or mink strain parvovirus vaccine within seven (7) days prior to transport.

Moved by:	Kelsi Kime
Seconded by:	Mark Springer
In favor:	Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad, Alicia Miner
Opposed:	None
Results:	Motion Carries

Item 9.3. - Public Hearing Of Ordinance 26-12: Repealing And Replacing Chapter 4.16a Of The Bethel Municipal Code, "Alaska Remote Seller Sales Tax Code," To Adopt The March 31, 2026 Amendments To The Alaska Remote Seller Uniform Sales Tax Code And To Conform The Chapter To The Current Uniform Code (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 26-12.

Moved by:	Kelsi Kime
Seconded by:	Alicia Miner
In favor:	Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad , Alicia Miner
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - *AM 26-15: Appointment Of Committee And Commission Members (Mayor Henderson)

Passed on the consent agenda.

Item 10.2. - *IM 26-07: Documentation That The Bethel City Council Received And Reviewed The Full Financial Budget Report And Water & Wastewater Activity Report For The Month Of June 2026 (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- DMV services are available tomorrow at YUUT; you can make an appointment for driving tests. I hope everyone is having a great salmonberry picking season.

Council Member Miner- No comments.

Council Member Conrad- Encouraged members of the community to volunteer to serve on a committee or commission. Encouraged the public to take part in candidate forums

and open houses; please register to vote.

Council Member Springer- Hopefully this weather lasts until Halloween. Remember, the best dust control is keeping an eye on your rearview mirror. River silt is very fine; keep an eye on the dust you are kicking up.

Council Member Kime- Encouraged the public to submit a candidacy for city council. or to volunteer for a committee or commission.

Council Member Schiedler- No comment.

13. EXECUTIVE SESSION

Item 13.1, - In Accordance With AS 44.62.310(C)(3) Matters Which By Law, Municipal Charter, Or Ordinance Are Required To Be Confidential- Union Negotiations (City Manager Strickler)

Main Motion: Move into Executive Session In Accordance With AS 44.62.310(C)(3) Matters Which By Law, Municipal Charter, Or Ordinance Are Required To Be Confidential- Union Negotiations. Those attending this item are: City Manager Strickler, City Attorney Bakalar, HR Director Laura Cloward, City Clerk Morgan. Finance Director Nella Poquette and representatives from Valiant Consulting Group: Stacie Jackson, Kim Defilippis.

Moved by:	Mark Springer
Seconded by:	Greg Schiedler
In favor:	Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad, Alicia Miner
Opposed:	None
Results:	Motion Carries

Entered Executive Session at 7:12 p.m.

Exited Executive Session at 8:36 p.m.

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Mark Springer
Seconded by:	Alicia Miner
In favor:	Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad, Alicia Miner
Opposed:	None
Results:	Motion Carries

Meeting ended at 8:37 p.m.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan,
City Clerk

Minutes approved on:
August 11, 2026

City of Bethel, Alaska

Finance Committee Minutes

July 27, 2026

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Finance Committee was held on July 27th, 2026, at 5:37 PM in the Council Chambers at 300 Chief Eddie Hoffman Highway.

II. ROLL CALL

The following Finance Committee members were present: Eileen Arnold, Nate Dehaan, John Hamilton, Greg Scheidler, & newly appointed Kelly Quartermeyer

Also in attendance are (Ex Officio): Cindy Sharp, Nathaniel Ayuluk, Nella Poquette

Unexcused Absences:

Excused Absences:

III. PEOPLE TO BE HEARD

IV. APPROVAL OF AGENDA

MOVED BY	John Hamilton	Motion to approve
SECOND BY	Kelly Quartermeyer	4-0
VOTE ON MOTION	All in favor	Yes

V. APPROVAL OF MEETING MINUTES

A. 6/22/2026 – Finance Committee Meeting Minutes

MOVED BY	Greg Scheidler	Motion to approve
SECOND BY	Nathan DeHaan	4-0
VOTE ON MOTION	All in favor, yes	4-0

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

A. Declare Vacant Seat (BMC 2.60.030) – Carol Ann Willard

MOVED BY	John Hamilton	Motion to approve
SECOND BY	Greg Scheidler	4-0
VOTE ON MOTION	All in favor, yes	4-0

B. Declare Vacant Seat (BMC 2.60.030) – Richard Curtis Smith

MOVED BY	Greg Scheidler	Motion to approve
SECOND BY	Nathan DeHaan	4-0
VOTE ON MOTION	All in favor, yes	4-0

C. Declare Vacant Seat (BMC 2.60.030) – Grace Haas

MOVED BY	Greg Scheidler	Motion to approve
SECOND BY	John Hamilton	4-0
VOTE ON MOTION	All in favor, yes	4-0

VIII. EX OFFICIO REPORT

A. Manager's Reports – June 2026

IX. MEMBER COMMENTS

John Hamilton: Discussed meeting time

Eileen Arnold: N/A

Nate Dehaan: Discussed meeting time

Greg Shiedler: Discussed meeting time

Kelly Quartermeyer: Discussed meeting time

X. ADJORNMENT

MOVED BY	Greg Scheidler	Motion to approve
SECOND BY	Nathan DeHaan	4-0
VOTE ON MOTION	All in favor, yes	4-0

With no further business, meeting adjourned at 5:52 PM.

APPROVED THIS _____ DAY OF _____, 2026.

John Hamilton
Committee Chair

Nathaniel Ayuluk
Recorder of Minutes



CITY OF BETHEL

PUBLIC SAFETY AND TRANSPORTATION COMMISSION

WEDNESDAY, AUGUST 5, 2026, 6:30 PM

LOCATION: COUNCIL CHAMBERS, CITY HALL, 300 CHIEF EDDIE HOFFMAN
HIGHWAY, BETHEL

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

Joy Anderson, Chair
Musa Sailu
John Hastie
Jesslyn Elliot
Mark Springer, Council Rep.
Jody Brand

STAFF

Jeff Kirkham, Ex Officio Member
jkirkham@cityofbethel.net
907-543-3781

I. CALL TO ORDER

II. ROLL CALL

- A. Ex Officio Member's Attendance Log

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. COB Pound Stats
- B. Police Blotter (Springer)
- C. Taxicab Prices (Kusko/Alaska Cab)

VII. NEW BUSINESS

- A. Table Discussion on Proposed Taxi Fare Increase
- B. Declared Vacant Seat (BMC 2.60.030) - John Hastie

VIII. EX OFFICIO REPORT

- A. Manager's Reports - July 2026

IX. MEMBER COMMENTS

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

Ex-Officio Staff

X. ADJOURNMENT

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

Ex-Officio Staff

Introduced by: City Manager Strickler
Introduction Date: August 11, 2026
Public Hearing: August 25, 2026
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #26-13

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE 2.12.050, CITY ATTORNEY, TO CLARIFY AUTHORITY FOR FILING ROUTINE LITIGATION

WHEREAS, Bethel Municipal Code (BMC) 2.12.050 provides that the city attorney is the legal advisor to the city council and all city officials;

WHEREAS, current BMC 2.12.050 is unclear about the circumstances under which council approval must be sought prior to the filing of litigation on the city's behalf; and

WHEREAS, in order to efficiently and expeditiously protect the city's interests, the city attorney, in consultation with the city manager, should have the clear authority to file routine litigation without prior council approval.

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

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

SECTION 2. Amendment. Bethel Municipal Code Chapter 2.12.050 is amended as follows; new language is underlined and old language is stricken.

2.12.050 City attorney.

The city attorney is the legal advisor of the council and other officials of the municipality. Notwithstanding AS 29.20.360, the city attorney shall be appointed by, and serve at the pleasure of, the city council.

The city attorney shall initiate, defend, settle, or otherwise manage litigation and administrative proceedings on behalf of the city as directed by the city manager, except where prior authorization of the city council is required under this section.

The city manager may authorize litigation arising in the ordinary course of municipal

Introduced by: City Manager Strickler
Introduction Date: August 11, 2026
Public Hearing: August 25, 2026
Action:
Vote:

operations, including but not limited to actions to protect municipal assets, enforce municipal rights, recover damages, collect debts, enforce contracts, enforce municipal code, recover insurance or subrogation claims, and defend the city against claims.

Prior authorization of the city council shall be required before commencing litigation involving significant questions of public policy, litigation against another governmental entity, challenges to the validity or constitutionality of a law or governmental action, or litigation reasonably expected to require an appropriation not previously approved by the city council, including but not limited to significant commitments of city attorney time, outside legal services, expert witness fees, or other municipal resources.

The city attorney shall notify the city council within ten (10) days after filing any action authorized by the city manager under this section.

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

ENACTED THIS _____ DAY OF JULY 2026, BY A VOTE OF _____ IN FAVOR AND _____ OPPOSED.

ATTEST:

Rose Henderson, Mayor

Kevin Morgan, City Clerk

CITY OF BETHEL, ALASKA

ORDINANCE #26-09(a)

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING THE ADOPTED OPERATING BUDGET FOR FISCAL YEAR 2027, JULY 1, 2026-JUNE 30, 2027

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 Operating Budget for Fiscal Year 2027.

SECTION 2. Amendment. The adopted Fiscal Year 2027 Operating Budgets is amended as follows:

General Fund

WHEREAS, the FY2027 Capital Improvement Budget appropriated funds for the rehabilitation of a warehouse to serve as a winter sand storage facility, with the goal of reducing the need to mix road salt into the City's outdoor sand stockpile and lowering annual operating costs for \$70,000;

WHEREAS, subsequent evaluation determined that the warehouse is not suitable for winter sand storage as originally anticipated, making the planned rehabilitation project impractical and preventing the appropriated funds from being used for their intended purpose;

WHEREAS, it is necessary for the City to continue storing winter sand outdoors, additional road salt is required to prevent freezing of the sand pile and to ensure the City can safely maintain streets and provide reliable winter road maintenance services;

WHEREAS, an appropriation of \$40,000 is needed to purchase additional road salt for the upcoming winter season;

WHEREAS, administration is requesting \$40,000 of the \$70,000 capital improvement budgeted for the sand shed be reappropriated to the operating budget; and

WHEREAS, the remaining \$15,000 be unappropriated and will be going back to the undesignated fund balance, increasing the reserve.

Introduced by: City Manager Strickler
Introduction Date: August 11, 2026
Public Hearing: August 25, 2026
Action:
Vote:

Operating Budget						
FUND	Project/Description	Department	Approved Appropriation	Proposed Amendment	Proposed Total Appropriation	Note
General Fund	Salt for Streets & Roads	PW Streets and Roads	\$00.00	\$40,000.00	\$40,000.00	Transfer To Operating from Capital
Undesignated Fund Balance				\$15,000.00		+\$15,000 Back to the Fund Reserve
TOTAL				\$55,000		

SECTION 4. 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 2027 operating budget is adopted, as amended for a period of one year, from July 1, 2026, through June 30, 2027.

ENACTED THIS 25th DAY OF AUGUST 2026, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan, City Clerk

CITY OF BETHEL, ALASKA

ORDINANCE #26-10 (a)

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING THE ADOPTED CAPITAL IMPROVEMENT PROJECT BUDGET FOR FISCAL YEAR 2027, JULY 1, 2026-JUNE 30, 2027

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 Project Budget for Fiscal Year 2027.

SECTION 2. Amendment. The adopted Fiscal Year 2027 Capital Improvement Project Budget is amended as follows:

General Fund and Water & Sewer Fund

WHEREAS, the FY2027 Capital Improvement Budget appropriated funds for the rehabilitation of a warehouse to serve as a winter sand storage facility, with the goal of reducing the need to mix road salt into the City's outdoor sand stockpile and lowering annual operating costs for \$70,000;

WHEREAS, the City was awarded \$75,000 in State Revolving Fund Loan Forgiveness funding for the preparation of a Preliminary Engineering Report (PER) for the Bethel Heights Water Treatment Plant, which will evaluate the facility and identify the most appropriate improvements needed to maintain reliable drinking water service;

WHEREAS, following award of the funding, the estimated cost of the Preliminary Engineering Report increased from \$100,000 to \$125,000;

WHEREAS, the State of Alaska confirmed that if the City contributes \$15,000 toward the project, the program will fund the remaining \$110,000;

WHEREAS, administration is requesting \$15,000 of the \$70,000 capital project budgeted for the sand shed be reappropriated; and

WHEREAS, the \$15,000 be reappropriated to cover the city's portion of the PER.

Introduced by: City Manager Strickler
 Introduction Date: August 11, 2026
 Public Hearing: August 25, 2026
 Action:
 Vote:

Capital Improvement Project						
FUND	Project/Description	Department	Approved Appropriation	Proposed Amendment	Proposed Total Appropriation	Note
General Fund	Sand Shed Rehab	Public Works (PW) Capital Improvement Project	\$70,000	\$(70,000)	\$00.00	Transfer From Capital to Operating
Water and Sewer Fund	BHWTP Preliminary Report – City Cost	Bethel HTS Water Treatment Capital Improvement Project	\$00.00	\$15,000.00	\$15,000.00	Transfer To
TOTAL				\$(55,000.00)		

SECTION 4. 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 2027 operating and capital improvement budget is adopted, as amended for a period of one year, from July 1, 2026, through June 30, 2027.

Introduced by: City Manager Strickler
Introduction Date: August 11, 2026
Public Hearing: August 25, 2026
Action:
Vote:

ENACTED THIS 25th DAY OF AUGUST 2026, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	26-16		
Date action introduced:	August 11, 2026	Introduced by:	City Manager Strickler
Date action taken:	August 11, 2026	Approved	Denied
Confirmed by:			

Action Title: Authorize the City Manager to negotiate and execute a contract for Bethel Water Plant and Facility Controls and Automation

Attachment(s) Request for Qualification and Addendums

Account information:		Amount of fiscal impact:
	Budgeted	

Summary Statement

The City of Bethel has \$96,500 budget in capital funding for the city cost for the City's water lan and facility control automation. There is also a total of \$2,690,500 that will be funded by State Revolving Fund.

The City released a Request for Qualification (RFQ) on June 21, 2026. Submissions for the RFQs were required by July 14, 2026. Notice of Intent to Award was issued on July 27, 2026.

The Review Team evaluated the Statement of Qualifications (SOQs) submitted under On-Step Qualifications-Based Selection process set out in the RFQ. The review team scored all SOQs received against the evaluation criteria set in Article 2. Evaluation Criteria, section A, categories A-F (page 14 of 177 of RFQ). Evaluation included firm's background, experience and past performance, experience and qualifications of proposed key personnel, project approach, fee rates proposal, and interview. bids and qualifications of the bidders, each were qualified. The following bid amounts were presented:

Company	Total Evaluation Score	Ranking
Company A	1,385	3
Company B	1,175	4
Company C	1,655	2
Company D	1,900	1

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

General Notice

Project Title: Bethel Water Plant and Facility Controls and Automation CM/GC Services

Category: Request for Qualifications

Status: Open

Description: The City of Bethel is issuing a request for Statements of Qualifications from Construction Manager/ General Contractor (CM/GC) organizations for Controls and Automation Work at the water plants, lift stations, and other City of Bethel facilities. The project is anticipated to include:

- Replace Motor Control Centers (MCCs), all motor starters, power, and control circuits
- Replace select motorized valves and actuators including power and signal circuits
- Replace existing process and distribution control panels with new PLC-based panels
- Replace or repair existing sub-process monitoring and control panels
- Install new PLC panel with all required I/O, HMI screen, data logging, etc.
- Replace damaged or non-functioning process and distribution instruments, sensors, switches, or transmitters, etc. related to the existing and new water process/distribution and building system I/O
- Replace chemical dosing feed pumps and configure automatic flow pacing or dose control
- Replace wiring for low voltage communications between all instruments, valves, motors, etc. and the new PLC-based control panel
- Provide software and programming for new PLC control panels
- Provide upgrade to the existing SCADA supervisory station
- Install new SCADA panel
- Connect BHWTP backwash pipe to new force main discharging to Main Lift Station
- Identify obsolete equipment and recommend replacements
- Implement cybersecurity enhancements and ensure compliance
- Provide operator training
- Develop complete SCADA and control panel shop drawings and wiring diagrams, updated process and distribution narratives, as-built drawings of installations, instrument indexes, and O&M manuals
- Integrate lift station controls to SCADA for remote monitoring of pump run times, level-based pump operation and alarms, pump alternation logic, and flow data
- For selected remote sites and lift stations, provide radio connectivity hardware (e.g. RF ethernet radio antennas, POE switches) and integration of the SCADA Supervisory Station
- Replace select chemical mixing tanks
- On-call mechanical and electrical component installation at Engineer's Direction

Anticipated Publication date: June 21, 2026

Anticipated Closing date: July 14, 2026

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

CITY OF BETHEL

BETHEL, ALASKA



Requests for Qualifications

Construction Manager/ General Contractor

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

Water Plant and Facility Controls and Automation

RFP issued: June 21, 2026

Mandatory Pre-Proposal Meeting (Virtual): June 30, 2026 @ 1 pm

Deadline for Questions: July 7, 2026 @ 4:00 pm

Statement of Qualifications Due Date & Time: July 14, 2026 @ 4:00 pm at Bethel City Hall

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Attachments

Attachment 1: SOQ template and forms

Attachment 2: Sample EJCDC Agreement

Attachment 3: Exhibit A - Scope of Services

Attachment 4: Work Authorization Template

Attachment 5: CMGC Standard General Conditions

Attachment 6: CMGC Supplemental Conditions

Attachment 7: CMGC Division 01 00 00 General Requirements

Attachment 8: CMGC Division 01 33 00 Submittals

Attachment 9: CMGC Sample Bonds for Work Authorization

Attachment 10: Supplemental Information

EDC WTP Automation Study

Potential Scope of Work Items

Davis Bacon Guidance

American Iron and Steel (AIS) Guidance

Preliminary Piping and Instrumentation Drawings to be added by addendum

Preliminary Electrical Location Plan to be added by addendum

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:

Water Plant and Facility Controls and Automation (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 Water Plant and Facility Controls and Automation." 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 Water Plant and Facility Controls and Automation" 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 CM/GC Contract has an expected schedule as shown below:

Proposal opening	July 14, 2026 at Bethel City Hall
Interviews	July 8, 2026
Estimated Award of Contract	July 17, 2026
Estimated Notice to Proceed (NTP)	July 21, 2026
Construction*	July 2026 – October 2027

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. 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. 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

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-Proposal Conference regarding the CM/GC Contract and CM/GC selection process will be held virtually on Tuesday, June 30, 2026 at 1 pm. 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 Water Plant and Facility Controls and Automation

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 construction of the Water Plant and Facility Controls and Automation.

The City received grant funding for the design and construction of automations and remote controls at the City Subdivision Water Treatment Plant and the Bethel Heights Water Treatment Plant. The tasks will include integrating the water plants with SCADA and updating automations to facilitate remote operation, integrating wastewater lift stations with SCADA, and other building automations. Additional tasks include reconnecting the backwash waste pipe to the sewer system.

The City, with the assistance of design consultants (DOWL and EDC), is in the process of preparing basis of design documents for independent Work Authorizations.

1.06 Scope of Work

- A. **Pre-Construction:** provide consultation to the City and their design team during the engineering design phase. 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 final design phases. Provide a detailed breakout of costs with each estimate.
 - b. Participate in the line-item review meetings where the CM/GC budgets are evaluated 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.

2. Constructability Reviews

- a. Perform thorough constructability reviews of design documents (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.

3. 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 Independent Work Authorizations issued on a lump sum basis. Additional information is provided below:

1. Contract Negotiations

- a. The intent is for the City and the CM/GC to mutually agree on price and to negotiate a construction contract.

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. EJCDC Agreement,
 - b. CMGC Exhibit A Scope of Services
 - c. Work Authorization Template
 - d. General Conditions,
 - e. Supplementary Conditions, and

- f. General Requirements
- g. Submittals Procedures
- h. Sample Bonds

4. Supplemental Information

- 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.

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 7 days following the bid opening. 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) and Davis Bacon requirements apply to this project and are hereby incorporated by reference as if fully set forth herein.

1.23 Minimum Qualifications

SUMMARY

- A. The CONTRACTOR shall provide all Process Control and Instrumentation Systems (PCIS) complete and operable, in accordance with the Contract Documents. All programming and configuration shall be done to provide the functional requirements as specified in the Contract Documents.
- B. The requirements of this Section apply to all components of the PCIS, unless indicated otherwise.
- C. The CONTRACTOR shall have been in the business constructing water and wastewater treatment plants' process electrical, controls, and SCADA systems for at least 10 years. The contractor shall have a service and maintenance center within Alaska, which is able to respond to service callouts within 24 hours.
- D. Responsibilities
 - 1. The CONTRACTOR, through the use of a System Integrator, control panel fabricators, and qualified electrical and mechanical installers, shall be

responsible to the OWNER for the implementation of the PCIS and the integration of the PCIS with other required instrumentation and control devices.

2. Due to the complexities associated with the interfacing of numerous control system devices, the intent of these Specifications is the System Integrator be responsible to the CONTRACTOR for the integration of the PCIS with existing equipment and with devices provided under other sections, with the objective of providing a completely integrated control system free of signal incompatibilities.
3. As a minimum, the System Integrator shall perform the following WORK:
Implementation of the PCIS
 - a. Design and fabricate all control panels not provided by sub-process equipment suppliers
 - b. Ensure commonality and compatibility of control panel components including PLC equipment, network switches, PLC software, VFDs, etc.
 - c. Ensure compatibility of communications between the control panels, system switches, HMI terminals and equipment via Profibus, Modbus, Ethernet or other network protocols
 - d. Ensure proper transfer of status and control signals between the remote I/O control panel, the main control panel, the VFDs and the system wide PCIS
 - e. Prepare analog hardware submittals
 - f. Prepare the commissioning test plan, the training plan, and the spare parts submittals
 - g. Procure hardware
 - h. Oversee and certify hardware installation
 - i. Oversee, document, and certify loop testing
 - j. Any System Integrator responsibilities in addition to the list above are at the discretion of the CONTRACTOR and the System Integrator. Additional requirements in this Section and throughout Division 40 which are stated to be the CONTRACTOR's responsibility may be performed by the System Integrator if the CONTRACTOR and System Integrator agree.

CONTROL PANEL DESIGNER AND FABRICATOR (CPDF) Qualifications

- A. All CPDFs shall have the resources, space, and personnel needed to design and fabricate the panels
- B. The CPDFs shall have been in the business of building panels and bonding the construction of these panels for at least 10 years. The bonding shall be under the name and ownership of the company fabricating the panels for this project

- C. The CPDFs shall build the panels to UL standard 508A, shall be certified to build panels to UL standard 508A, and shall attach a UL label on all new panels, or the panel builder shall build to an equal standard, shall be certified to an equal standard, and shall attach a label to all new panels with a label acceptable to the Engineer
- D. The CONTRACTOR shall provide a submittal of the CPDFs certifications, P.E. licenses, and project history before submitting any Shop Drawings or commencing any work on the control panels

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	10
E	Fee rates proposal	20
F	Interview	10
Total		100

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; resume pages do not count toward 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	Current Commitments
4	D	Project Approach

5	E	Fee and Mark-up Rates Proposal
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4.02 Table 2 – Category B: Project Experience

- A. Provide a list of City of Bethel experience, water plant controls and SCADA automation experience, System Integration experience and 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 alternative delivery projects. Experience must include, as a minimum, the satisfactory completion of at least two similar projects within the last five years.

4.03 Table 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 32*.

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.

**Statement of Qualifications—
Construction Manager/ General Contractor**

for:

**City of Bethel
WATER PLANT AND FACILITY CONTROLS AND AUTOMATION**

Prepared By:

*****Name of Contractor*****

Statement of Qualifications Certification and Verification

Project: Water Plant and Facility Controls and Automation

By signing below, I hereby acknowledge the following:

1. By submitting this Statement of Qualifications and related information, Proposer certifies that it has read the Proposal Documents and that Proposer's representations are true and correct and contain no material misrepresentations, and that the individual signing below is authorized to make this certification on behalf of the Proposer's organization.
2. Proposer, nor any of their representatives or third party mandated by Proposer, has attempted to contact City representatives or members of the selection committee for the purpose of influencing their choice, judgment or recommendation relating to the contract, or with members of the City Council to influence their decision;
3. Proposer has produced the proposal without collusion, communication, agreement or arrangement with a competitor with regards to price, methods, factors or formulas for setting prices, to the decision to submit a proposal or to present a proposal that does not comply, directly or indirectly, with specifications contained in the request for proposals;
4. Neither the proposer nor any of its representatives engaged in discrimination, intimidating measures, influence peddling, corruption or entered any form of collusion, communication, agreement or arrangement with other suppliers or third parties relating to a contract with the City of Bethel.
5. If selected, proposer agrees that neither it nor any of its representatives will engage in discriminating against any person because of race, national origin, color, age, creed, religion, sex, sexual orientation, gender identity, political affiliation, marital status, ancestry, disability, or status as a disabled veteran.
6. Proposer has appropriately identified proprietary information. Proposer agrees, should the City comply with the Proposer's request for non-disclosure, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. The City shall have no obligation to withhold non-classified information from disclosure and may release the information sought without any liability to the City.
7. I have read and understand the requirements of this Request for Qualifications and, that I, as the Proposer, will comply with all requirements and that I am duly authorized to execute this Statement of Qualifications and any contract(s) and/or other transactions required by award of this RFQ.
8. Proposer's failure to certify to the statements in this attachment shall result in automatic rejection of the SOQ.

9. If Proposer is found to have been in violation of any of the statements in this Attachment, the City shall automatically reject the bid.

10. The City may cancel a contract if, during the course of the contract, the City finds Proposer to be in violation of any of the sworn statements required by this Attachment.

Acknowledgement of Receipt of Addenda

I hereby acknowledge receipt of the _____ [number] addenda issued and associated with the Proposal Documents.

Addendum No.	Addendum Date	Acknowledged by

Proposer: _____
(typed or printed name of organization)

Signature: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Designated Representative:

Name: _____

Title: _____

Address for giving notices:

Phone: _____ Email: _____

(Attach evidence of authority to sign if Proposer is a corporation, partnership, or a joint venture.)

Category A, Table 1 – General Information

Organization			
Legal Name of Business:			
Form of Business: ☐ Sole Proprietorship ☐ General Partnership ☐ Limited Partnership ☐ Corporation			
☐ Limited Liability Company			
☐ Joint Venture comprised of the following companies:			
1.			
2.			
<i>Provide a separate Statement of Qualifications for each Joint Venturer</i>			
Date Business was formed:		State under which Business was formed:	
Is this Business authorized to operate in the Project location: ☐ Yes ☐ No ☐ Pending (provide a copy of the certificate of authorization to conduct business in Alaska)			
Is this Business licensed as a general contractor in the Project location: ☐ Yes ☐ No ☐ Pending ☐ N/A			
License number:			
List of companies, firms, or organizations that own any part of this Business.			
Name of company, firm, or organization.			Percent ownership
Principal Office			
Primary contact		Main telephone number	
Email address		Website address	
Business address of principal office			
Regional Office			
Primary contact		Main telephone number	
Email address		Website address	
Business address of regional office			
Business officers, partners, and limits of authority			
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	

Category A, Table 1 – General Information (Continued)

Business History		
List of names that this Business currently has or anticipates operating under over the history of the Business, including the names of related companies presently doing business:		
Names of organization	From date	To date

Previous Contracting Experience
Has this or a participating or a predecessor organization ever been disqualified as a proposer by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No <i>If yes provide full details in a separate attachment.</i>
Has this or a participating or a predecessor organization ever been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No <i>If yes provide full details in a separate attachment.</i>
Has this or a participating or a predecessor organization been released from a proposal in the past 5 years? ☐ Yes ☐ No <i>If yes provide full details in a separate attachment.</i>
Has this or a participating or a predecessor organization ever defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No <i>If yes provide full details in a separate attachment.</i>
Has this or a participating or a predecessor organization ever refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No <i>If yes provide full details in a separate attachment.</i>
Is this or a participating or a predecessor organization currently involved in any litigation or contemplating litigation? ☐ Yes ☐ No <i>If yes provide full details in a separate attachment.</i>

Surety	
Surety Name	
Mailing address (principal place of business):	Physical address (principal place of business):
Telephone (main number)	Telephone (claims notices)
Surety is a corporation organized and existing under the laws of the state of:	
Is surety authorized to provide surety bonds in the Project location? ☐ Yes ☐ No	
Is surety listed in the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570 "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies")? ☐ Yes ☐ No	
Current bonding capacity:	

Category A, Table 1 – General Information (Continued)

Previous Claims History and Litigation Experience		
List all pending, active, and unresolved claims or litigation involving owners on other construction projects that have been active over the last 5 years or that are currently unresolved.		
	Description of Claim or Litigation	Status
1		
2		
3		
4		
Provide background information related to the issues being contested, when it is anticipated to be resolved, why these occurred, how they were resolved, including who paid to clear the lien/claim. Describe the process your firm will apply to ensure that liens/claims will not occur on City of Bethel projects.		

Financial Summary Information for Proposer		
Provide most recent audited financial statement and the most recent financial statement if the most recent audited financial statement is more than 2 years old.		
Date of Proposer's most current financial statement:		☐ Attached
Date of Proposer's most current audited financial statement:		☐ Attached
Financial indicators from the most current financial statement:		
Proposer's Current Ratio (Current Assets / Current Liabilities)		
Proposer's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) / Current Liabilities)		
Describe the resources that are available to the Proposer to provide adequate cash flow for the project if Proposer's Current Ratio or Quick Ratio are less than 1.0:		
Describe your firms approach to financial management of projects:		

Category A, Table 1 –General Information (Continued)

Insurance									
Name of Insurance Provider:									
Provider is a corporation organized and existing under the laws of the state of:									
Is Provider licensed or authorized to issue insurance policies in the Project location?								☐ Yes ☐ No	
Does Provider have an A.M. Best Rating of A-VIII or Better?								☐ Yes ☐ No	
Mailing Address (principal place of business)									
Physical Address (principal place of business)									
Telephone (Main)									
Telephone for Notice of Claims									
Coverage Providers									
Insurance Provider					Type of Policy (Coverage Provided)				

Construction Site Safety Experience										
Describe your safety program and commitment to safety:										
Provide Proposer's Worker's Compensation Experience Modification Ratio (EMR), Total Recordable FrequencyRate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 25% or more of the Contract Price. Provide documentation of the EMR and TRFR history for the Proposer.										
Year										
Company					EMR	TRFR	MH	EMR	TRFR	MH

Category B, Table 2 – Current Projects and Projects Completed

Describe the firm's or one or more individual's rural Alaska and GM/GC project experience. Demonstrate familiarity with areas similar to Bethel in these important characteristics: cold weather, wind, logistical challenges, and warm permafrost (31°). Describe the relevant experience your firm has as it relates to work with the City of Bethel and the planning, design, and construction of water plant automation and controls. Describe your firm's experience in completing projects using CM/GC.						
Project Owner		Project Name				
General Description of Project and delivery method:						
Project Cost (initial)*		Project Cost (final)*		Date Project Completed*		
*Please explain any changes in initial versus final costs. If there was a difference between the original and actual completion dates, please explain below.						
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Scheduler	Estimator	Quality Control Manager
Name						
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						
	Name	Title/Position	Organization	Telephone	Email	
Owner						
Designer						
Construction Manager						
How this project relates to the proposed project and how it will help you be successful in the proposed project:						

Category B, Table 2 – Current Projects and Projects Completed (continued)

Project Owner				Project Name			
General Description of Project and delivery method:							
Project Cost (initial)*				Project Cost (final)*			
				Date Project Completed*			
*Please explain any changes in initial versus final costs. If there was a difference between the original and actual completion dates, please explain below.							
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Scheduler		Estimator		Quality Control Manager			
Name							
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
		Name		Title/Position		Organization	
						Telephone	
Owner							
Designer							
Construction Manager							
How this project relates to the proposed project and how it will help you be successful in the proposed project:							

Category B, Table 2 – Current Projects and Projects Completed (continued)

Project Owner		Project Name				
General Description of Project and delivery method:						
Project Cost (initial)*		Project Cost (final)*		Date Project Completed*		
*Please explain any changes in initial versus final costs. If there was a difference between the original and actual completion dates, please explain below.						
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Scheduler	Estimator	Quality Control Manager
Name						
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						
	Name	Title/Position	Organization	Telephone	Email	
Owner						
Designer						
Construction Manager						
How this project relates to the proposed project and how it will help you be successful in the proposed project:						

Category C, Table 3a – Proposed Key Project Personnel

Describing the Proposer's project management structure and the qualifications of the project management team for this Project. Include an organization chart showing the relationship between Proposer and key Subcontractors and Suppliers

Category C, Table 3b – Project Manager

Project Manager			
Name of individual			
Years of experience as project manager			
Number of similar projects as project manager			
Number of similar projects in other positions			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Brief bio of individual with applicable experience related to this project (provide full resume as an attachment):			

Category C, Table 3c –Project Superintendents

Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Brief bio of individual with applicable experience related to this project (provide full resume as an attachment):			

Category C, Table 3h – Current Commitments

Current Commitments: <i>(indicate percent committed to other projects)</i>			
Key Personnel	2024	2025	2026
Project Manager:			
Superintendent:			
Safety Manager:			
Scheduler:			
Estimator:			
Quality Control Manager:			

Category D, Table 4 – Project Approach

Describe your approach to completing the project successfully and your understanding of the project scope, schedule, budget, and goals. Describe how you will assist the team to accomplish these, specifically on a rural Alaska CM/GC project. The City will consider the Proposer's approach to construction and completing projects, including: experience in providing preconstruction and construction services, collaboration and partnering with the City and engineers, approach to demonstrated ability to complete projects on time and within budget, resolving issues, and any key challenges specific to this project and opportunities to mitigate these challenges. Include any value-added services or distinct and substantive qualifications.

Category E, Table 5 – Fee and Mark-ups Rates Proposal

List the % for fee and mark-ups for CM/GC services as outlined below.

Independent Work Authorization Cost	<i>To be determined</i>
Fee for GM/GC services	%
Change order mark-ups	
Self-performed work	%
Subcontractor work	%

Provide fee rates for key personnel, any customary support staff anticipated on projects, and anticipated costs. Include:

- The names, title, hourly rates, overhead factors, and any other details anticipated to meet the needs of the project, including those of other firms, and all supporting positions and rates
- All costs associated with the provision of services, such as travel costs to Bethel, per diem, lodging, and photocopies

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:

Bethel Water Plant and Facility Controls and Automation

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 **[DOWL and EDC]** (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], 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 lump sum for Each Independent Work Authorization**. 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.
 - D. **Compensation for Services shall be provided on a per Independent Work Authorization (IWA) basis. The Contractor shall be compensated only for IWAs that are duly executed by both parties prior to commencement of work. Each IWA shall define the scope, schedule, deliverables, and not-to-exceed (NTE) amount or lump sum price. Payment shall be contingent upon satisfactory performance and completion of the work identified in the applicable IWA, as determined by the Owner's Representative.**
 - 1. **The Owner shall withhold retainage in the amount of five percent (5%) of each progress payment under an IWA. Retainage shall be released upon final completion of the work, acceptance by the Owner, and submission of all required closeout documentation, including as-built drawings, test reports, and operation and maintenance manuals.**
 - 2. **Changes to the scope of an executed IWA shall be authorized only through a written amendment or change order. Compensation for such changes shall be negotiated based on agreed unit rates, lump sum pricing, or time-and-materials, as applicable. No payment shall be made for work performed outside the original scope of an IWA without written authorization.**
 - 3. **Final payment for each IWA shall be made only after:**
 - a. **Completion of all work identified in the IWA**
 - b. **Successful commissioning and operational verification**
 - c. **Resolution of all punch list items**
 - d. **Delivery and acceptance of all required documentation**

Acceptance by the Owner shall constitute acknowledgment that the work satisfies the contractual requirements but shall not relieve the Contractor of warranty obligations.

- 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~~ **Independent Work Authorization Cost**. 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] 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 **on a lump sum basis**.
- 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~~ **Independent Work Authorization Cost**.

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, 2027]**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[December 1, 2027]**. **Each independent Work Authorization will set a Substantial and Final Completion date for the given Work Authorization.**
- 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]~~ **An Amount Set Forth in Each Independent Work Authorization** 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]~~ **An Amount Set Forth in Each Independent Work Authorization** for 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 – [],~~
 - 1. ~~This Milestone must be substantially completed on or before Date[]~~
 - 2. ~~The Milestone will be considered substantially complete when the following requirements have been met:~~
 - 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. Division 01 33 00 Submittals
 - 6. Drawings and Specifications completed as of the Effective Date of the Contract
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A, Scope of CM/GC's Services;
 - b. Exhibit B, **Sample Work Authorization Basis of Compensation**;
 - c. **[Exhibit C, Sample Performance and Payment Bonds]**
 - 8. 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. **The Contractor acknowledges to and for the benefit of the City of Bethel ("Purchaser") and the Alaska Department of Environmental Conservation (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel," that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.**
 3. 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.
 4. CM/GC is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 5. 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.

6. 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.
7. 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.
8. 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 Lump Sum** Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
9. 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.
10. 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.
11. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
12. 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.

SAMPLE

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:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

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.)

License No.: _____
(where applicable)

State: _____

ARTICLE 1—BASIC PRECONSTRUCTION SERVICES

1.01 Project Management

A. Participate in Project Meetings

1. Participate in Project kick-off meeting. Be prepared to discuss CM/GC's team and organization structure, assignments for responsibilities, and CM/GC's plan for implementation of Preconstruction Services.
2. Participate in periodic meetings with Owner, Owner's Advisor, and Engineer (collectively, Owner's Project Team or OPT) to review progress, coordinate efforts, and discuss planned activities for the next period. It is anticipated that these progress meetings will occur **[monthly]**.

B. Provide administration of Agreement for CM/GC Preconstruction Services, including Applications for Payment, progress reporting, management of CM/GC staff, schedule for services, and deliverables.

1.02 Review of Preliminary Design Report [WTP Automation Study]

A. As a priority first task, review Engineer's Preliminary Design [WTP Automation Study] as soon as it is available.

1. Provide input and advice, according to the general requirements of Exhibit A Paragraph 1.03.D below, regarding the **WTP Automation Study** content ~~concerning coordination of utilities work (both above-ground utilities and Underground Facilities), Underground Facilities Procedure, and mitigation of utilities conflicts, for Engineer's use in the Final Design Phase of Engineer's services.~~
2. Recommend strategies for the division of the Work under design into Work Packages, and for phased design and authorization of construction of such Work Packages (fast tracking). Work collaboratively with the OPT to finalize the number of Work Packages and their approximate scope, and the schedule for preparation, authorization, and completion of such Work Packages.

1.03 Design-Related Preconstruction Services

- A. Attend periodic design meetings to provide consultation on aspects of the design that will impact the budget, schedule, and quality of the completed Work.**
- B. Advise, assist, and provide recommendations on all aspects of the planning and design of the Work. Consult with the OPT regarding Site use and improvements, and the selection of materials, building systems, and equipment.**
- C. Provide recommendations: on construction feasibility; regarding actions designed to minimize adverse effects of labor or material shortages; on time requirements for procurement, installation, and construction completion; and on factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible opportunities for savings.**

- D. Review in-progress design documents, including the documents variously described as preliminary design documents, preliminary design report, design development documents, and the interim final drafts of the Drawings and Specifications, and provide input and advice on constructability, materials and equipment selections, and availability. Provide timely suggestions for modifications to improve:
1. Ability to bid the Work:
 - a. Identify Work elements that may be difficult to price as presented in the design documents. Provide suggestions to reduce risk and to obtain better pricing from Subcontractors and Suppliers.
 - b. Provide suggestions on Work Packages to improve biddability; however, Engineer will not subdivide work into Work Packages for specific trades.
 - c. Determine that specified products are readily available and notify Engineer if equal or substitute materials might be available.
 2. Constructability, including sequencing or coordination issues:
 - a. Adequacy of details for construction;
 - b. Potential conflicts during construction;
 - c. Feasibility of construction;
 - d. Construction sequencing;
 - e. Ability to coordinate among Subcontractors and Suppliers; and
 - f. Coordination between Contract Documents.
 3. Operability:
 - a. Ability to minimize disruptions to existing operations;
 - b. Ability to complete construction connections to existing facilities or utilities;
 - c. Modifications to facilitate initial start-up and/or performance testing; and
 - d. Ability of Owner to operate/maintain the facility when completed.
 4. Possible use of patented, licensed, or copyrighted products.
 5. Requirements for Subcontractor and equipment and materials procurement.
 6. Completeness, consistency, and clarity.
- E. ~~Subsurface conditions and Underground Facilities~~
1. ~~Review information made available by Owner.~~
 - a. ~~Review information pertaining to subsurface or physical conditions at the Site. Inform Owner's Advisor of additional examinations, investigations, explorations, testing, or studies (Supplemental Investigations) of subsurface or physical conditions at the Site that CM/GC concludes would be beneficial if conducted prior to commencement of construction. See General Conditions.~~
 - b. ~~Review information pertaining to Underground Facilities. Collaborate with the Engineer to improve the accuracy and completeness of information regarding~~

~~Underground Facilities that Engineer incorporates into Work Authorizations in accordance with General Conditions Paragraph 5.05.~~

- ~~2. Owner's Advisor will issue a Work Authorization for any necessary potholing, exploratory excavations, or other field investigations related to Paragraph E if necessary.~~
- F. Research potential substitutes, furnish data and prepare a Preconstruction Substitute Request prior to a Work Authorization requesting the Owner's Advisor to authorize the use of other items of equipment or material in accordance with General Conditions Paragraph 7.09.
- G. Provide review comments in writing using the processes or procedures prescribed by the Owner's Advisor. Verify that the Project design can be executed within the Owner's Construction Budget, within the allotted Contract Times, and with available labor, equipment, and materials.
- H. Report to Owner's Advisor and Engineer any elements of the design that appear to be in error or appear to require engineering review and possible resulting modification.
- I. The CM/GC is not responsible for design of the Project. The CM/GC does not control the project design or contents of the Contract Documents and does not assume responsibility or liability for the project design by performing these reviews. The CM/GC's review of the project design and Contract Documents and providing recommendations are only advisory to the OPT.

1.04 Construction Management Plan and Implementation

- A. Provide and implement a written Construction Management Plan that incorporates the following elements:
 1. CM/GC's organization for the Construction Phase of the project, including assigned responsibilities and level of authority within Project management;
 2. Communication plan, including plans for distribution of documents, implementation of Action Item and Decision registers, frequency of reporting and project controls;
 3. Document management plan that incorporates Communications Plan and contractual Electronic Data Protocols;
 4. Construction contract administration;
 5. Cost management;
 6. Time management;
 7. Quality management;
 8. Risk management;
 9. Safety management;
 10. Site management and environmental controls;
 11. Regulatory requirements and permits;
 12. Procurement Strategy Plan; and
 13. ~~Diverse Business Program Implementation~~

14. Start up and commissioning plan

- B. Work with the OPT to incorporate requirements of the General Conditions and General Requirements (Division 01 of the Specifications) into the plan. Reference provisions in the General Conditions and General Requirements as appropriate. Prepare a draft plan and submit for review and comment by the OPT. Respond to comments and incorporate changes suggested by review comments as appropriate.

1.05 Construction Contract Administration

- A. Work with the OPT to incorporate requirements of the General Conditions and General Requirements into administration of the Contract. Review the Owner's Construction Management Plan and suggest changes as appropriate.
- B. Communications
 - 1. Assist the Owner's Advisor with planning Project meetings, participate in these meetings and provide documentation as requested by the Owner's Advisor.
 - 2. Plan, schedule, and document meetings held with Subcontractors and Suppliers. Include the members of the OPT as appropriate.

1.06 Cost **[Estimating and]** Management

- A. Provide a preliminary evaluation of the Owner's program and budget requirements to determine that CM/GC will be able to construct the facilities described in that program within the Owner's Construction Budget (Budget) using conceptual estimating techniques. Discuss this initial review of the Budget with the OPT.
- B. **[Based on the preliminary design and other design criteria prepared by the design team, the CM/GC shall prepare, for the design team's review and the Owner's approval, preliminary estimates of the Cost of the Work. If the design team or CM/GC suggests alternative materials and systems, the CM/GC shall provide cost evaluations of those alternative materials and systems.]**
- C. **As the design team progresses with the preparation of the Schematic Design (35% complete), Design Development (65% complete), and Construction Documents (95% complete and Final), the CM/GC shall prepare and update, at appropriate intervals agreed to by the Owner, CM/GC, and design team, an estimate of the Cost of the Work with increasing detail and refinement.**
- D. **The CM/GC shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and CM/GC agree on a Lump Sum Price for the Work. The estimate shall be provided for the OPT review and approval. The CM/GC shall inform the Owner and design team in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget and make recommendations for corrective action.]**
- E. ~~Work with OA to update the Budget with supporting data for review by the OPT at the following intervals:~~
 - 1. ~~Completion of preliminary design documents by the Engineer and approval by the Owner.~~
 - 2. ~~Completion of design development documents by the Engineer and approval by the Owner.~~

- F. ~~At appropriate intervals agreed to by the OPT and CM/GC during the preparation of the Construction Documents to determine that changes to the design can be constructed within the Budget. Assist OA in preparing an updated line-item Budget based on the CM/GC's proposed Procurement Strategy Plan prepared per Paragraph 1.13. This Budget is to include a line item for each anticipated Work Package, as well as line items for Construction Support Costs, the CM/GC Fee, and CM/GC Contingency Allowances and other costs, if any, that will be incorporated into the GMP for the Project.~~
- G. Assess current construction market to determine risk associated with the Budget. As an example, volatility in the cost of selected materials or equipment may drive cost above the Budget. Identify areas where costs may be lower than original estimates and if cost savings may be used to balance the Budget. Report the cost of various design and construction alternatives to the Owner, including the CM/GC's assumptions in preparing its analysis, a variance analysis between budget and preliminary Budgets, and recommendations for any adjustments to the Budget. Work with the OPT to consider costs relating to efficiency, usable life, maintenance, energy, and operation as part of the cost analysis.
- H. ~~Notify the Owner and the Owner's Advisor immediately if any estimated construction cost will cause the projected GMP to exceed the Budget. Make appropriate recommendations to the OPT if cost projections exceed the Budget.~~
- I. Provide the Budget-related services set out in Paragraph 11.04 of the Agreement.

1.07 Time Management

- A. ~~Provide a preliminary master schedule for the Contract. Incorporate the Owner's Advisor's preliminary schedule and the schedule for design into the preliminary master schedule. Include allowances for reasonable periods required for the review and approval of items by the OPT and for approvals of governmental authorities having jurisdiction over the Project. Prepare the preliminary master schedule in a way that the detailed construction schedule can be incorporated into the master schedule as the Project becomes better defined.~~
- B. ~~Identify critical design Milestones that must be met to keep the Project on schedule. Coordinate and integrate the preliminary project schedule with the services and activities of the OPT and CM/GC. Update the preliminary project schedule as design develops to indicate proposed activity sequences and durations, Milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of Shop Drawings and Samples, delivery of materials or equipment requiring long lead time procurement, and the Owner's occupancy requirements.~~
- C. ~~Make appropriate recommendations to the Owner and Owner's Advisor if preliminary project schedule updates indicate that previously approved schedules may not meet Contract Time requirements.~~
- D. ~~Revise the master schedule after the GMP is established.~~

1.08 Quality Management

- A. Prepare CM/GC's Quality Control Plan (CQCP) in accordance with the General Requirements.
 - 1. Describe the quality control organization and lines of authority. Quality control plan is to identify the quality control manager and other key individuals involved in CM/GC's quality control effort. Provide the services of a dedicated quality control manager unless Owner's Advisor determines that quality control manager may combine quality

control duties with other responsibilities. If quality control manager is to serve in other capacities, identify those other responsibilities and the percentage of time spent in each role. Describe the qualifications of the quality control manager (in resume format) to demonstrate experience with quality management activities and performance on successful projects.

2. Provide the name and qualifications, in resume format, of other persons assigned a quality control function. Define the roles and responsibilities and authorities for each person and the types of Work or portions of the work for which each person is responsible.
3. Describe CM/GC's approach to managing quality during construction. Describe how CM/GC will integrate quality control procedures into the execution of the Work, provide testing and inspection required to control the quality of the Work in progress and verification or acceptance testing as required by the Contract Documents and CQCP.
4. Include a testing plan with details of tests to be provided. Designate the organization (Owner, Owner's Advisor, CM/GC, or Testing Agency) responsible for each type of testing. Coordinate CQCP Testing Plan with testing to be provided by the Owner.
5. Describe CM/GC approach for managing defective Work, including notification and documentation procedures, development and implementation of corrective action plans and documentation that record corrective action has been successful in producing Work that complies with the Contract Documents.
6. Describe the approach for scheduling, reviewing, certifying, and managing documentation provided by Subcontractors and Suppliers. Include the approach for managing the quality of submittals, documentation procedures, and process for tracking and keeping documentation up to date.

1.09 Risk Management

- A. Analyze construction risks to assess risk impact and develop appropriate risk management strategies to minimize associated costs.
- B. Identify additional information that will help with risk assessment.
- C. Provide recommendations for appropriate allocation of construction risks.
- D. Review possible impacts associated with the use of patented, licensed, or copyrighted products.
- E. Review legal requirements for subcontractor and equipment procurement for risk impacts.
- F. Suggest procurement strategies to minimize risk.

1.10 Safety Management

- A. Provide a project-specific Health and Safety Plan for the Contract to address the safety concerns associated with construction activities, including potential hazards, that complies with applicable Laws and Regulations. Write the manual with the ability to readily update the plan to incorporate needed revisions on a regular basis.
- B. The Health and Safety Plan is to include at least the following information:
 1. Background information identifying the CM/GC, Project description, and location;

2. Management accountability structure with authority to implement safety plans, stop work, or make other safety-related decisions;
3. Role of safety representative (see General Conditions, Paragraph 7.16);
4. Provide descriptions of qualifications and certifications related to the performance of safety representatives;
5. Objectives of the Health and Safety Plan;
6. Administration and enforcement of the Health and Safety Plan;
7. Applicability of the Health and Safety Plan to various personnel categories, including the workforce, visitors, and members of the OPT;
8. List of conditions at the Site that may pose a hazard to anyone, hazard types, and those potentially exposed;
9. Procedures for first aid and medical attention;
10. Emergency notifications procedures based on hazard type which specify the entity to be notified for each situation;
11. Site access control requirements to prohibit unauthorized persons from entering the Site;
12. Orientation and training requirements for workers, visitors, and members of the OPT;
13. Hazard communications and awareness plan;
14. Required safety certifications for each type of work;
15. CM/GC's safety training program and effort to create and maintain a culture of safety;
16. CM/GC's written safety guidelines for project-specific issues as defined by Laws and Regulations;
17. Plan for conducting safety inspection and the audit frequency and schedule;
18. Process for conducting a Job Hazard Analysis for work activities and implementing countermeasures to ensure safety, including checklist specific the Project and type of work; and
19. Accident / incident reporting procedures including monthly reporting.

C. Incorporate Owner's site safety requirements as appropriate.

1.11 Site Management and Environmental Controls

- A. Develop a plan for managing the Site during construction. The plan should address, at a minimum, management of the following:
 1. Office space for CM/GC, Subcontractors and if required by Contract, the OPT;
 2. Water, sanitation, electrical, internet, and other utilities for CM/GC's and OPT's operations at the Site;
 3. Storage facilities, parking, and construction equipment storage and maintenance;
 4. Protection of existing structures, trees and other landscaping, buildings, utilities, and Underground Facilities;

5. Site security, site safety, and emergency responses;
 6. Temporary roads, temporary signage, barricades, fencing, and other devices to manage traffic to and within the Site, including provisions for delivery of materials and equipment, and maintenance during construction;
 7. Environmental conditions including storm water management, pollution control, care of water, soil management, and other temporary controls and their removal when no longer required;
 8. Reference data and control points; and
 9. Cleaning during construction and containment and disposal of waste materials.
- B. Review plan with Owner's Advisor and Owner to identify potential conflicts with operating other facilities, on-going and anticipated construction by other entities. Revise if necessary.

1.12 Regulatory Requirements and Permits

- A. Review regulatory requirements and permits required for construction. Develop a written plan for meeting applicable Laws and Regulations and obtaining permits. List the permit requirements, entities responsible for obtaining permits, documentation required for permits and cost for obtaining and complying with these requirements.
- B. Incorporate the associated cost into the Cost of Work and inform the Owner so these can be incorporated into the Owner's Construction Budget, or the Owner's Construction Budget may be adjusted as required.
- C. Incorporate time for obtaining permits into the project schedule to ensure permits can be obtained and regulatory requirements met in time for the orderly progression of Work.

1.13 Procurement Strategy Plan

- A. ~~Provide input to OPT regarding the current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions.~~
- B. ~~As the design develops, organize the Work into Work Packages that will (1) allow for phased construction that will shorten the overall completion schedule for the Work, (2) encourage price competition by prospective Subcontractors and Suppliers, and (3) enhance the quality and safety of the Work.~~
- C. ~~Develop Subcontractor and Supplier interest in the Project consistent with state Laws and Regulations. Furnish the Owner's Advisor a list of possible Subcontractors and Suppliers, from whom competitive bids will be requested for each principal portion of the Work. Identify preferred providers based on CM/GC's previous experience for quality of work, on-time delivery, and ability to complete work within bid amounts. Submission of this list is for information and discussion purposes only and not for prequalification. The review of this list will not require the OPT to investigate the qualifications of proposed Subcontractors and Suppliers, nor does it waive the right of Owner to later object to or reject any proposed Subcontractor or Supplier when bids are considered. CM/GC may submit a Change Proposal for any increase in the Guaranteed Maximum Price if this change is made after the GMP has been established.~~
- D. ~~Recommend to the OPT a schedule for procurement of long-lead time items required to meet the project schedule. Assist the OPT with the procurement of these long-lead items by obtaining competitive bids for these items under a separate Work Authorization.~~

- E. ~~Identify critical elements of the Work that may require special procurement processes, such as prequalification of Subcontractors or Suppliers, requirement of certified or prequalified installers, or alternative contracting methods.~~
- F. ~~Advise the Owner of market conditions, bid issues, design issues, or other factors which may have had an impact causing bid prices to be higher than estimated. Discuss opportunities for bringing the Project within budget with the Owner and the Owner's Advisor, in consultation with the Engineer to assist with deciding on how to proceed.~~

1.14 [Value Engineering Studies

- A. **Participate in Value Engineering reviews at the completion of the 65% design submittal to assist in identifying ways to improve value to the owner or reduce the cost for the project. Provide cost estimates to quantify potential cost savings to reduce the overall cost for the Project.**
- B. **Assist OA in conducting a workshop to identify potential changes which could reduce the cost of the Project or increase the value of the Project by more than the cost of the changes. Present selected alternatives for more detailed evaluation. The detailed evaluation will consider cost, ability to implement the changes, technical analysis, and the impact of changes on the Project. Ideas that pass the technical and economic analysis, and merit incorporation into the design of the project, will be presented, in a draft report, as a proposal to the OPT for consideration. Incorporate responses of the OPT in the final report.**
- C. **Review and comment on deliverables which include draft and final value engineering recommendation reports.]**

ARTICLE 2—BASIC PROCUREMENT SERVICES

2.01 Project Management

- A. Participate in Project Meetings
 - 1. Participate in kick-off meeting for Procurement Services. Be prepared to discuss changes in CM/GC's team and organization structure for Procurement Services, assignments of responsibilities, and CM/GC's plan for implementation of Procurement Services.
 - 2. Participate in periodic meetings with the OPT to review progress, coordinate efforts, and discuss planned activities related to procurement. It is anticipated that these progress meetings will occur **[weekly]** at times when procurement activities for Work Packages are underway.
- B. Provide administration of Agreement for CM/GC Procurement Services, including Applications for Payment, progress reporting, management of CM/GC staff, schedule for services, and deliverables.

2.02 Assembling Work Packages

- A. Assemble appropriate bid documents for distribution to prospective bidders for Work Packages in accordance with the procurement strategies defined in the Construction Management Plan and Procurement Strategy Plan (see Basic Preconstruction Services).

2.03 Advertise for Bids

- A. ~~Publicly Advertise each Work Package, soliciting bids from Subcontractors and Suppliers for each Work Package in accordance with the applicable provisions of Laws and Regulations.~~
- B. ~~Maintain a list of all entities that have requested bid documents for each Work Package (planholders) until bids are received. Provide updates of the planholders as required by the Owner's Advisor.~~
- C. ~~Encourage multiple Subcontractors and Suppliers to submit bids on the Work Package so a minimum of three bids are received for each Work Package.~~

2.04 Pre-Bid Conferences

- A. ~~Conduct a pre-bid conference with prospective Subcontractor and Suppliers to familiarize them with:~~
 - 1. ~~Bid opportunities for Work Packages;~~
 - 2. ~~Special requirements of the Contract Documents;~~
 - 3. ~~Prevailing wage requirements;~~
 - 4. ~~Equal employment opportunity requirements; and~~
 - 5. ~~Diverse Business Enterprise requirements, if any.~~
- B. ~~Obtain responses from the Owner's Advisor, in consultation with the Engineer, to all questions at pre-bid conferences requiring a modification to the Contract Documents. Prepare a record of the discussions at the pre-bid conference to assist the Owner's Advisor and Engineer in preparing Addenda as appropriate. Review and comment on Addenda prepared by the Owner's Advisor in consultation with the Engineer to incorporate responses to questions raised during or as a result of the pre-bid conference.~~

2.05 Addenda

- A. ~~Receive draft Addenda prepared by the Owner's Advisor in consultation with the Engineer. Review the draft Addenda for clarity, consistency, and coordination, and provide comments to Owner's Advisor and Engineer. By conducting such reviews and providing comments, CM/GC does not assume responsibility or liability, in whole or in part, for all or any part of the Project design or the content of the Contract Documents.~~
- B. ~~Distribute Addenda regarding any changes in the bid process or Contract Documents to all **[potential subcontractors and suppliers.]** planholders. Require verification from planholders that Addenda have been received.~~

2.06 Opening Bids

- A. ~~Open **[and review]** bids submitted by Subcontractors and Suppliers for all Work Packages **[as submitted as part of the cost estimate.]** at the time and location so indicated in the advertisement for bid or as altered by addendum sent to all planholders.~~
- B. ~~Where allowed by state Laws and Regulations, the CM/GC may be able to self-perform portions of the Work. Require sealed bids for all Work Packages which the CM/GC proposes to perform with its own resources. The CM/GC must submit a sealed bid for any such Work Package to be opened at the same time and in the same manner that other bids for this Work are to be opened. The CM/GC will be allowed to self-perform that Work for which the~~

CM/GC's bid demonstrates that it will provide the best value in terms of cost, schedule, and quality of Work.

- C. ~~Review all bids submitted in the presence of the Owner and the Owner's Advisor in a way that does not disclose the contents of the bid during the selection process to any entity other than the OPT and CM/GC.~~
- D. ~~Compare bids received to the line-item budget prepared for the Project prior to the opening of bids. Resolve discrepancies or overlaps in bid packages to eliminate duplications or the omission of elements of the Work that are not included in Construction Support Costs. Discuss each bid received with the OPT and recommend which bid received will provide best value for the Owner.~~
- E. ~~Evaluate any substitutions or alternate bids offered by bidders. Owner's Advisor, in consultation with the Engineer, will evaluate the substitutions or alternate bids to determine the technical merit and to determine that the modifications offered are consistent with the intent of the Contract Documents. The Owner, in consultation with the Owner's Advisor and Engineer, will determine if the substitution or alternate is acceptable.~~
- F. ~~The Owner will adjust the Guaranteed Maximum Price (GMP) if the Owner requires the CM/GC to contract with a Subcontractor or Supplier different from the entity submitting the bid on which the GMP is based. This adjustment will be made in the GMP or by Change Order if the GMP has already been established by a Work Authorization.~~
- G. ~~In the case of the need to replace a Subcontractor or Supplier under the provisions of the General Conditions Paragraph 7.10.O, Owner may direct the CM/GC to obtain competitive bids for this Work if the cost proposed by the CM/GC or substitute Subcontractor or Supplier for this Work differs from the line-item estimate by more than 10 percent of the line-item amount. The CM/GC will not be required to advertise this Work as required in Paragraph 1.02.~~

~~Make all bids public after the award of contracts or not later than 7 days after the date of the final selection of bids or proposals.~~

ARTICLE 3—ADDITIONAL PRECONSTRUCTION SERVICES

3.01 Diverse Business Enterprise (DBE) Program Implementation

- A. ~~Identify potential contracting opportunities for DBE Subcontractors and Suppliers to meet Project DBE participation goals.~~
- B. ~~Identify materials and equipment for which no opportunity for DBE participation exists to assist the Owner in developing realistic DBE participation goals based on available opportunities.~~
- C. ~~Determine the eligible contract costs associated with each proposed Work Package.~~
- D. ~~Propose realistic DBE participation goals for the Project, expressed as a percentage of eligible contract costs, considering the specific subcontracting opportunities identified and the availability of DBE participants for each specific subcontracting opportunity.~~
- E. ~~Promote opportunities for DBE firms to participate in submitting offers for subcontracts. Provide potential Subcontractors and Suppliers with a copy of Owner's DBE policy with bid documents. Make a good faith effort to encourage DBE participation and make potential~~

~~Subcontractors and Suppliers aware that participation is taken into consideration when awarding contracts.~~

3.02 ~~Value Engineering Studies — [moved to Article 1 — basic services]~~

3.03 Start Up and Commissioning Plan

- A. Provide CM/GC's organizational structure for startup and commissioning. Identify the individuals from CM/GC, Subcontractors and Suppliers actively involved in the process. Identify testing personnel required for startup, including independent testing agencies. Work with Owner's Advisor to develop a table of roles and responsibilities for CM/GC team and the OPT.
- B. Develop a written start up and commissioning plan consistent with the requirements of the Contract Documents. Write the plan in a way that will allow specific details to be added or information updated as equipment and materials are purchased and delivered.
- C. Identify all systems to be included in the startup plan, each item of equipment involved with each system and the interface between each item of equipment and other operating equipment. Identify how each equipment component fits into operations of the completed facility.
- D. Identify control systems associated with operating the system or facility, and how each is used to start-up, operate, and shut down its associated system. Identify prerequisite conditions for startup and testing for each system and facility. Identify conditions which would merit termination of startup or testing procedures.
- E. Compile a list of all documents required for startup, including Contract Documents, Shop Drawings, operations and maintenance manuals, verification of warranty information, lists of spare parts and their location, and contact information for manufacturer's representatives to be included in startup readiness testing /verification and performance testing.
- F. Identify testing required for factory witness testing, startup readiness verification, equipment and performance testing, and functional and performance testing.
- G. Provide a preliminary schedule for startup and commissioning plans which can be updated as more detailed information is available. Incorporate this schedule in the master schedule and construction schedule for the Project.

3.04 ~~Surveys and Drawings~~

- A. ~~Provide field surveying required for the preparation of designs and drawings.~~
- B. ~~Provide Geographic Information System (GIS) mapping services or assistance with these services.~~
- C. ~~Prepare property, boundary, and right-of-way surveys; prepare easement and deed descriptions; conduct related title searches and examination of deed records.~~

3.05 Regulatory Agencies

- A. Assist OPT in preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- B. Additional meetings with local, state, and federal agencies.

- 3.06 Additional Inspections and Quality Management
 - A. Provide shop, mill, or laboratory inspections of materials and equipment, or field inspections of materials and equipment other than as required as Basic Services.
 - B. ~~Unscheduled Post-Completion Inspections as required per Paragraph [include reference].~~
- 3.07 ~~Studies, Reports, and Investigations~~
 - A. ~~Provide geotechnical investigations, studies, and reports.~~
- 3.08 Additional Copies of Documents
 - A. ~~Furnish additional sets of printed documents created by the CMAR.~~

ARTICLE 4—ADDITIONAL PROCUREMENT SERVICES

- 4.01 ~~Diverse Business Program Implementation~~
 - A. ~~Promote opportunities for DBE firms to participate in submitting offers for subcontracts. Provide potential Subcontractors and Suppliers with a copy of Owner's DBE policy with bid documents. Make a good faith effort to encourage DBE participation and make potential Subcontractors and Suppliers aware that participation is taken into consideration when awarding contracts.~~
 - B. ~~Notify Owner if a qualified DBE Subcontractor or Supplier submits a bid but has submitted a higher bid price than a qualified non-DBE Subcontractor or Supplier. Work with the Owner to determine if the subcontract is to be awarded to the higher priced DBE subcontractor. Adjust the GMP accordingly.~~
- 4.02 ~~Prequalification of Bidders~~
 - A. ~~Prequalify bidders for the Project using the OPT's prequalification process. If the OPT does not have a prequalification process in place for this Project, CM/GC will assist the OPT in developing and implementing a prequalification process. Any prequalification of bidders must also be in accordance with applicable state Laws and Regulations.~~
- 4.03 Additional Work Packages
 - A. Providing additional effort to procure Work Packages in addition to the number of Work Packages stipulated in Paragraph 3.02.
- 4.04 Regulatory Agencies
 - A. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
 - B. Additional meetings with local, state, and federal agencies.
- 4.05 ~~Additional Copies of Documents~~
 - A. ~~Furnishing additional sets of printed documents.~~

ARTICLE 5—SPECIAL SERVICES

- 5.01 The scope of services for Special Services, if any, will be the scope set forth in the Contract Amendment(s) establishing and authorizing such Special Services.

EXHIBIT A

WORK AUTHORIZATION

Pursuant to that Agreement for Bethel Water Plant and Facility Controls and Automation CM/GC Services, dated _____ (the “**Agreement**”), by and between the City of Bethel (“**Owner**”) and _____ (the “**Contractor**”) the parties desire to enter into this work authorization (“**Work Authorization**”) for the completion of mutually agreeable work pursuant to the terms and conditions of the Agreement and this Work Authorization.

1. Defined Terms. Any capitalized terms not otherwise defined in this Work Authorization shall have the meaning set forth in the Agreement.

2. Work Start Date. The Contractor shall begin Work related to this Work Authorization on or before: _____ (the “**Work Start Date**”). It is the Owner’s responsibility to ensure that the Contractor has access to the Project Location (as defined below). Contractor shall not be responsible for any delay of the Work Start Date, or damages resulting therefrom including without limitation the delay of the Completion Date, due to the Contractor’s inability to access the Project Location.

3. Substantial Completion Date. All Work contemplated by this Work Authorization shall be completed no later than: _____ (the “**Substantial Completion Date**”) for useful occupancy by the City of Bethel.

4. Final Completion Date. All work assigned by this Work Authorization shall be completed no later than: _____ (the “**Final Completion Date**”). Remaining work will be identified by the Engineer in a Substantial Completion Punchlist.

5. Liquidated Damaged:

\$/day _____: Past Substantial Completion

\$/day _____: Past Final Completion

6. Project Location. The Work to be completed with respect to the Project is to be completed at the following location _____ (the “**Project Location**”).

7. Work to be Completed by Contractor. The Owner desires to engage Contractor and Contractor desires to be engaged by the Owner to perform the following Work relating to the Project:

a. Consulting Services. The Contractor shall provide consulting services to the Engineer in order to assist the Engineer in designing automations and controls.

~~b. [Reserved]~~

8. No other Work Requested. The Work described by this Work Authorization is the only Work that the Owner is requesting the Contractor to perform with respect to the Project. Any further Work requested will require the parties to amend this Work Authorization or execute an additional Work Authorization.

Exhibit B: Work Authorization: _____
City of Bethel and _____ **[Contractor]**

Page 1 of 2

9. Compensation. In exchange for the Work contemplated by this Work Authorization the Owner agrees to pay the Contractor \$_____ on a lump sum basis, in immediately available funds, pursuant to the terms of the Agreement. In the event additional Work is requested or necessary, or unanticipated circumstances affecting the Work are discovered or arise, the foregoing compensation and other terms of this Work Authorization may be adjusted by a written amendment to this Work Authorization or a new Work Authorization signed by the parties (commonly referred to as a "change order").

10. Additional Expenses. In addition to the Compensation Amount the Owner agrees to bear the following costs and expenses incurred by Contractor in completing the Work under this Work Authorization, and to reimburse Contractor for such expenses: _____.

11. Additional Terms. Payment Bond _____% of Total Work Authorization Value
Performance Bond _____% of Total Work Authorization Value

This Work Authorization is agreed to and accepted this _____ day of _____, 202__, by the Owner and the Contractor.

Owner:

City of Bethel

By: _____

Name: Lori Strickler

Title: City Manager

Date: _____

Contractor:

By: _____

Name:

Title:

Date: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER/ GENERAL CONTRACTOR

ALSO KNOWN AS CONSTRUCTION MANAGER AT RISK SERIES (CMAR)
(CMAR 700)

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER/ GENERAL CONTRACTOR

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Proposal Documents or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and Paragraphs, and the titles of other documents or forms.
1. Addenda—Written or graphic instruments issued prior to the receipt of Proposals by the Owner which clarify, correct, or change the Proposal Documents or the proposed Contract Documents.
 2. Agreement—The written instrument, including its attached exhibits, executed by Owner and Construction Manager/General Contractor (CM/GC), that sets forth the Contract Price and Contract Times, identifies the Owner, CM/GC, Owner's Advisor, and Engineer, and designates the specific items that are Contract Documents.
 3. Application for Payment—The document prepared by CM/GC, in a form acceptable to Owner's Advisor, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. Change Order—A document which is signed by CM/GC and Owner after the Effective Date of a governing Work Authorization and authorizes an addition, deletion, or revision in the authorized Work, an adjustment in the applicable incremental ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times, or other revision to such Work Authorization.
 5. Change Proposal—A written request by CM/GC, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times; contesting a decision by Owner's Advisor, in consultation with Engineer, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 6. Claim
 - a. A demand or assertion by Owner directly to CM/GC, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting a decision rendered by Owner's Advisor, in consultation with Engineer, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents, or regarding a Change Proposal; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by CM/GC directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Owner's Advisor's decision, made in consultation with Engineer, regarding a Change Proposal.
 - c. A demand or assertion by Owner or CM/GC, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.3, concerning disputes arising after Owner's Advisor has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
7. CM/GC Contingency Allowance—An allowance used 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, as set forth in the Agreement, Article 8.
 8. CM/GC Fee—The component of the ~~Guaranteed Maximum Price~~ **Independent Work Authorization cost** that supplements the CM/GC's compensation for the Cost of the Work, consisting of either a fixed fee (a stipulated price or lump sum amount) or a percentage of the Cost of the Work, as set forth in the Agreement.
 9. CM/GC Services—Those specific planning, organizational, and advisory services to be performed or furnished by CM/GC, consisting collectively of Preconstruction Services, Procurement Services, and any other services authorized by Owner's Advisor and expressly identified in such authorization as CM/GC Services. CM/GC Services are not part of the Work.
 10. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 11. Construction Manager/ General Contractor (CM/GC)—The entity that has entered into the Contract with Owner. Under the Contract the CM/GC will provide CM/GC Services and construct the Work set out in the Drawings and Specifications, as duly authorized, using the CM/GC project delivery method.
 12. Construction Period—The period from the commencement of Work on the first Work Authorization until Substantial Completion of the Work. This is the number of days for which Construction Support Costs will be compensated.
 13. Construction Support Costs—See Agreement, Article 5.
 14. Contract—The entire and integrated written agreement between Owner and CM/GC concerning the CM/GC Services and the Work.
 15. Contract Amendment—A document signed by Owner and CM/GC which modifies the terms and conditions of the Contract, including but not limited to modifications of the time or compensation provisions of the Agreement and the scope of CM/GC Services. A Contract Amendment is not used to make changes in the Work or to a Work Authorization, such changes properly being made in a Change Order or supplemental Work Authorization.

16. Contract Documents—Those items so designated in the Agreement, and which together comprise the Contract.
17. Contract Price—The money that Owner has agreed to pay CM/GC for performance and completion of the CM/GC Services and the Work, in accordance with the Contract Documents. The Contract Price may be subdivided into component parts based on authorized CM/GC Services and Work Authorizations. The Contract Price includes the CM/GC's compensation for CM/GC Services, Construction Support Costs, Cost of the Work, the CM/GC Fee, CM/GC Contingency Allowances, and the Owner's Contingency Allowance.
18. Contract Times—The number of days or the dates by which CM/GC shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work and all required services. The Contract Times may be subdivided into component parts based on Work Authorizations and authorized CM/GC Services.
19. Contractor—The term "Contractor," if used in the Contract, means CM/GC.
20. Cost of the Work—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. Cost of the Work as a defined term does not include Construction Support Costs.
21. Drawings—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by CM/GC.
22. Effective Date of the Contract—The date indicated in the Agreement, on which the Contract becomes effective.
23. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
24. Electronic Means—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
25. Engineer—The individual or entity that has primary responsibility for preparing or furnishing the Drawings and Specifications and is named as Engineer in the Agreement.
26. Estimated Cost of the Work—An estimate of the Cost of the Work **For Each Independent Work Authorization** prepared by the Owner for use (a) during the CM/GC selection process in evaluating Proposals submitted in response to the Request for Proposals and (b) during the early stages of the Contract in calculating an Estimated ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** until the design has progressed to the point where Owner and CM/GC can mutually agree upon a ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost**.

27. ~~Estimated Guaranteed Maximum Price—A preliminary Guaranteed Maximum Price calculated on the basis of the Estimated Cost of the Work. This is a non-binding price used on an interim basis for comparison or estimation of Owner's Construction Budget until the design has progressed to the point that a Guaranteed Maximum Price for the Work is established, or a Guaranteed Maximum Price for a portion of the Work is established by issuance of a Work Authorization by the Owner's Advisor.~~
28. Field Order—A written order issued by Owner's Advisor which requires minor changes in the Work but does not change the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or the Contract Times.
29. Final Completion—The point at which the Work is complete in accordance with the Contract Documents, items and documents required by the Contract Documents have been accepted by the Owner, all required services have been completed, and the Contract is ready for final payment.
30. ~~Guaranteed Maximum Price (GMP)—The maximum amount to be paid by Owner to CM/GC for the sum of the Construction Support Costs, plus Cost of the Work, plus the CM/GC Fee, all as set forth in the Agreement.~~
31. Hazardous Environmental Condition—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
32. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
33. Liens—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
34. Milestone—A principal event in the performance of the Work that the Contract requires CM/GC to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
35. Notice of Award—The written notice by Owner stating that Owner will enter into the CM/GC contract with the selected CM/GC.
36. Owner—The entity with which CM/GC has contracted regarding the CM/GC Services and the Work, and which has agreed to pay CM/GC for the performance of the CM/GC Services and the Work, pursuant to the terms of the Contract.

37. Owner's Advisor (OA)—The individual or entity named as Owner's Advisor in the Agreement. The Owner's Advisor provides services to the Owner, as an advisor and representative.
38. Owner's Construction Budget (Budget)—The amount budgeted by the Owner to pay CM/GC to perform and complete the Work in accordance with the Contract Documents. This amount includes compensation for Cost of the Work, the CM/GC Fee, and Construction Support Costs, but does not include compensation for CM/GC Services.
39. Owner's Project Team (OPT)—As used in this Contract, refers to Owner, Owner's Advisor and Engineer, collectively.
40. Preconstruction Services—Those planning, management, and support services to be performed or furnished by CM/GC as set forth in the Scope of CM/GC Preconstruction Services Exhibit to the Agreement. Preconstruction Services are separate and distinct from Procurement Services, and from the performance of the Work itself, and are a component of CM/GC Services.
41. Preconstruction Services Price—The total amount to be paid to CM/GC for the Preconstruction Services described in the Scope of CM/GC Preconstruction Services Exhibit to the Agreement.
42. Procurement Services—Those services relating to assembling Work Packages and procurement of construction Subcontractors, Suppliers, and materials and equipment, to be performed or furnished by CM/GC as set forth in the procurement-related provisions of the Scope of CM/GC Services Exhibit to the Agreement. Procurement Services are separate and distinct from Preconstruction Services, and from the performance of the Work itself, and are a component of CM/GC Services.
43. Procurement Services Price—The total amount to be paid to CM/GC for providing the Procurement Services described in the Scope of CM/GC Procurement Services Exhibit to the Agreement.
44. Progress Schedule—A schedule, prepared and maintained by CM/GC, describing the sequence and duration of the activities comprising CM/GC's plan to accomplish the Work within the Contract Times.
45. Project—The total undertaking to be accomplished for Owner by construction managers, engineers, contractors, advisors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the CM/GC Services and the Work to be performed under the Contract are a part.
46. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
47. Schedule of Submittals—A schedule, prepared and maintained by CM/GC, of required Submittals and the time requirements for review of the Submittals.
48. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for CM/GC and submitted by CM/GC to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

49. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of CM/GC.
50. Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
51. Subcontractor—An individual or entity having a direct contract with CM/GC or with any other Subcontractor for the performance of a part of the Work.
52. Submittal—A written or graphic document, prepared by or for CM/GC, which the Contract Documents require CM/GC to submit to Owner’s Advisor, or that is indicated as a Submittal in the Schedule of Submittals accepted by Owner’s Advisor. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether approved or accepted by Owner’s Advisor or Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
53. Substantial Completion—The time at which the Work, or a specified part thereof, has progressed to the point where, the Work, or the specified part thereof, is sufficiently complete, in accordance with the Contract Documents, so that the Work, or the specified part thereof, can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.
54. Supplementary Conditions—The part of the Contract that amends or supplements these General Conditions.
55. Supplier—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with CM/GC or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CM/GC or a Subcontractor.
56. Technical Data
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures, except Underground Facilities, or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring

logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to CM/GC.

- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated in the Drawings.
- 57. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
- 58. Unit Price Work—Work to be paid for based on unit prices.
- 59. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- 60. Work Authorization—A document issued by Owner’s Advisor and signed by Owner and CM/GC which identifies and defines new Work Packages and establishes the amount to be paid, times for completion, and any special or supplementary provisions applicable to the authorized Work.
- 61. Work Change Directive—A written directive issued by Owner’s Advisor to CM/GC on or after the Effective Date of a governing Work Authorization, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- 62. Work Package—A specific portion of the Work developed by Engineer and Owner’s Advisor in collaboration with the CM/GC and subsequently authorized by a Work Authorization.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Proposal Documents or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives—The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Owner’s Advisor or Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Owner’s Advisor or Engineer as to the Work. It is intended that such exercise of professional judgment, action,

or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective is not intended to and will not be effective to assign to Owner's Advisor or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

- C. Day—The word “day” means a period of 24 hours measured from midnight to the next midnight.
- D. Defective—The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Owner's Advisor's recommendation of final payment unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.04 or Paragraph 15.05.
- E. Furnish, Install, Perform, Provide
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site, or some other specified location ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for their intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for their intended use.
 - 4. If the Contract Documents establish an obligation of CM/GC with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then CM/GC shall furnish and install said services, materials, or equipment complete and ready for their intended use.
- F. Contract Price or Contract Times—References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. Performance and Payment Bonds—When CM/GC delivers the signed counterparts of a Work Authorization to Owner, CM/GC shall also deliver to Owner the performance bond and payment bond, if the Contract requires CM/GC to furnish such bonds, or confirm that existing performance and payment bonds have been supplemented to account for the additional authorized Work.
- B. Evidence of CM/GC's Insurance—When CM/GC delivers the signed counterparts of the Agreement to Owner, CM/GC shall also deliver to Owner, with copies to each additional insured, as identified in the Contract, the certificates, endorsements, and other evidence of insurance required to be provided by CM/GC in accordance with Article 6, except to the extent the Supplementary Conditions or Agreement expressly establish other dates for delivery of specific insurance policies.
- C. Evidence of Owner's Insurance—After receipt of the signed counterparts of the Agreement and all required insurance documentation, Owner shall promptly deliver to CM/GC, with copies to each additional insured, as identified in the Contract, the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

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

2.03 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Owner's Advisor, Engineer, and CM/GC may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Owner's Advisor, and CM/GC shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 Construction Management

- A. In addition to providing CM/GC Services, during the course of the Contract, and especially during the performance of the Work, CM/GC will:

1. Organize and manage the resources required for construction of the Work, commissioning, and correction of defective Work after Substantial Completion of the Work.
2. Administer, coordinate, monitor, and report on construction progress and associated activities.
3. Assist the Owner's Advisor in collecting, disseminating, and storing documents and information.
4. Manage the Work to meet Contract goals and objectives.
5. Recommend action to the Owner related to the management of the Work.
6. Develop schedule and cost control systems to monitor and report on the progress of the overall Contract.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project, or part thereof, to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents, including any printed copies derived from such electronic versions, and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Owner's Advisor, in consultation with Engineer, will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and CM/GC, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 1. any contractual relationship between Owner, Owner's Advisor, or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 2. any obligation on the part of Owner, Owner's Advisor, or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of receipt of Proposals, except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, CM/GC, Owner's Advisor, or Engineer from those set forth in the Contract Documents. No such provision or instruction will be effective to assign to Owner, Owner's Advisor, or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. CM/GC's Verification of Figures and Field Measurements—Before undertaking each part of the Work, CM/GC shall carefully study the applicable Drawings and Specifications, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. CM/GC shall promptly report in writing to Owner's Advisor any conflict, error, ambiguity, or discrepancy that CM/GC discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Owner's Advisor, in consultation with Engineer, and, if appropriate, an amendment or supplement to the Contract is issued by Owner's Advisor pursuant to Paragraph 11.01.
2. CM/GC's Review of Drawings and Specifications—If, while performing or providing CM/GC Services, or during the performance of the Work, CM/GC discovers any conflict, error, ambiguity, or discrepancy within the Drawings and Specifications, whether in draft or final form, or between such documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then CM/GC shall promptly report it to Owner's Advisor in writing. CM/GC shall not proceed with the Work affected thereby, except in an emergency as required by Paragraph 7.18, until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Owner's Advisor, in consultation with Engineer, and, if appropriate, an amendment or supplement to the Contract is issued by Owner's Advisor pursuant to Paragraph 11.01.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Drawings and Specifications take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Drawings and Specifications and:

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

3.04 Interpretation of the Contract Documents

- A. During the performance of the Work and until final payment, CM/GC and Owner shall submit to the Owner's Advisor in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation) or relating to the performance or acceptability of the Work under the Contract Documents, as soon as possible after such matters arise.
- B. Owner's Advisor will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, and if appropriate initiate a change to the Contract Documents. In determining its response, Owner's Advisor will consider CM/GC's prior involvement and obligations with respect to reviewing and commenting on draft design documents during CM/GC's provision of CM/GC Services. Owner's Advisor's written clarification, interpretation, or decision (1) will be based, when applicable, on consultation with Engineer, and (2) will be final and binding on CM/GC, unless CM/GC appeals by submitting a Change Proposal, and on Owner, unless Owner appeals by filing a Claim.

3.05 Reuse of Documents

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the Effective Date of the Contract, or as specified in Work Authorizations.

4.02 Starting the Work

- A. CM/GC shall start to perform the Work promptly upon receipt of the first Work Authorization. No Work may be done at the Site prior to such authorization.

4.03 Reference Points

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

4.04 Progress Schedule

- A. CM/GC shall adhere to the Progress Schedule established as part of Preconstruction Services, as it may be adjusted from time to time as provided below.
 - 1. CM/GC shall submit to Owner's Advisor for its information proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. CM/GC shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and CM/GC may otherwise agree in writing.

4.05 Delays in CM/GC's Progress

- A. If Owner, Owner's Advisor, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then CM/GC shall be entitled to an equitable adjustment in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times.
- B. CM/GC shall not be entitled to an adjustment in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times for delay, disruption, or interference caused by or within the control of CM/GC. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier will be deemed to be within the control of CM/GC.
- C. If CM/GC's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, CM/GC, and those for which they are responsible, then CM/GC shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be CM/GC's sole and exclusive remedy for the delays, disruption, and interference described in this Paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this Paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities, other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8; and
 4. Acts of war or terrorism.
- D. CM/GC's entitlement to an adjustment of Contract Times or ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** is limited as follows:
1. CM/GC's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. CM/GC shall not be entitled to an adjustment in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of CM/GC. Such a concurrent delay by CM/GC shall not preclude an adjustment of Contract Times to which CM/GC is otherwise entitled.
 3. Adjustments of Contract Times or ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** are subject to the provisions of Article 11.
- E. Each CM/GC request or Change Proposal seeking an increase in Contract Times or ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed because of each such cause of delay, disruption, or interference; and
 5. The impact on ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost**, in accordance with the provisions of Paragraph 11.07.
- CM/GC shall also furnish such additional supporting documentation as Owner or Owner's Advisor may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify CM/GC in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CM/GC must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish CM/GC with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. CM/GC shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas
 - 1. CM/GC shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that CM/GC has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. CM/GC shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for CM/GC's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the CM/GC or those for which CM/GC is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the CM/GC or those for which CM/GC is responsible, CM/GC shall (a) take immediate corrective or remedial action as required by Paragraph 7.18, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to any

claim or action, legal or equitable, brought by any such owner or occupant against Owner, Owner's Advisor, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, CM/GC's performance of the Work, or because of other actions or conduct of the CM/GC or those for which CM/GC is responsible.

- B. Removal of Debris During Performance of the Work—During the progress of the Work the CM/GC shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. Cleaning—Prior to Substantial Completion of the Work CM/GC shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work CM/GC shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. Loading of Structures—CM/GC shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CM/GC subject any part of the Work or adjacent structures or land to stresses or pressures that could damage said structures or decrease their durability.

5.03 Subsurface and Physical Conditions

- A. Reports and Drawings—The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site, except Underground Facilities, that contain Technical Data; and
 - 3. Technical Data described in such reports and drawings.
- B. Underground Facilities—Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. Reliance by CM/GC on Technical Data—CM/GC may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then CM/GC may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.55.b.
- D. Limitations of Other Data and Documents—Except for such reliance on Technical Data, CM/GC may not rely upon or make any claim against Owner, Owner's Advisor, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for CM/GC's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

procedures of construction to be employed by CM/GC, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to CM/GC, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any CM/GC interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
- E. Confirmation of Site Conditions—As a part of Preconstruction Services CM/GC will inform Owner if CM/GC concludes that additional examination, investigation, exploration, testing, or study (Supplemental Investigations) of subsurface or physical conditions at the Site prior to commencement of construction would be advantageous, practical, and cost-effective, specifically identifying the nature and scope of any such recommended Supplemental Investigations. If Owner authorizes CM/GC to conduct such Supplemental Investigations, through CM/GC's own personnel or through a qualified consultant, or if Owner conducts such Supplemental Investigations, through Owner's Advisor, the Engineer, or a consultant, then CM/GC will be entitled to rely on the results of the Supplemental Investigations, together with the Technical Data cited above, in planning and pricing construction at the Site.
- F. If Owner does not authorize any Supplemental Investigations of Site conditions, then CM/GC will proceed with planning and pricing construction based on the Technical Data made available to it.
- G. CM/GC will be bound by any additional knowledge regarding Site conditions that CM/GC gains while providing Preconstruction services.

5.04 Differing Subsurface or Physical Conditions

- A. Notice by CM/GC—If CM/GC believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data or Supplemental Investigations results on which CM/GC is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CM/GC shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith, except in an emergency as required by Paragraph 7.18, notify Owner's Advisor in writing about such condition. CM/GC shall not further disturb such condition or perform any Work in connection therewith, except with respect to an emergency, until receipt of a written statement permitting CM/GC to do so.

- B. Owner's Advisor's Review—After receipt of written notice as required by the preceding paragraph, Owner's Advisor, in consultation with Engineer, will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from CM/GC; prepare recommendations to Owner regarding the CM/GC's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Owner's Advisor's findings, conclusions, and recommendations.
- C. Owner's Statement to CM/GC Regarding Site Condition—After receipt of Owner's response and instructions regarding Owner's Advisor's written findings, conclusions, and recommendations, Owner's Advisor will issue a written statement to CM/GC regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and informing CM/GC of Owner's Advisor's written findings, conclusions, and recommendations, as revised based on Owner's response and instructions.
- D. Early Resumption of Work—If at any time Owner's Advisor, in consultation with Engineer, determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Owner's Advisor's review or Owner's Advisor's issuance of its statement to CM/GC, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then Owner's Advisor may instruct CM/GC to resume such Work.
- E. Possible Price and Times Adjustments
 - 1. CM/GC shall be entitled to an equitable adjustment in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in CM/GC's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** will be subject to the provisions of Paragraph 13.02; and
 - c. CM/GC's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 2. CM/GC shall not be entitled to any adjustment in the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times with respect to a subsurface or physical condition if:
 - a. CM/GC knew of the existence of such condition at the time CM/GC made a commitment to Owner with respect to ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** and Contract Times through a Work Authorization;

- b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Proposal Documents or Contract Documents to be conducted by or for CM/GC prior to CM/GC's making such commitment;
 - c. The existence of such condition reasonably could have been discovered or revealed as a result of practical and cost-effective Supplemental Investigations, as defined in Paragraph 5.03.E, but CM/GC did not recommend any such Supplemental Investigations to Owner; or
 - d. CM/GC failed to give the written notice required by Paragraph 5.04.A.
- 3. If Owner and CM/GC agree regarding CM/GC's entitlement to and the amount or extent of any adjustment in the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times, then any such adjustment will be set forth in a Change Order.
- 4. CM/GC may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to CM/GC regarding the subsurface or physical condition in question.
- F. Underground Facilities; Hazardous Environmental Conditions—Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. CM/GC's Responsibilities—Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all the following is included in the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost**, and CM/GC shall have full responsibility for:
 - 1. collaborating with Engineer during the design phase, as part of Preconstruction Services, to improve the accuracy and completeness of information regarding Underground Facilities that Engineer gathers and depicts in the final Contract Documents;
 - 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 - 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities prior to construction;
 - 4. coordination of the Work with the owners, including Owner, of such Underground Facilities, during construction; and
 - 5. the safety and protection of all existing Underground Facilities at the Site and repairing any damage thereto resulting from the Work.
- B. Notice by CM/GC—If CM/GC believes that an Underground Facility that is uncovered or revealed at the Site during construction was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then CM/GC shall,

promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith, except in an emergency as required by Paragraph 7.18, notify Owner and Owner's Advisor in writing regarding such Underground Facility.

C. Owner's Advisor's Review

1. Owner's Advisor will:

- a. promptly review the Underground Facility in consultation with Engineer, and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
- b. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner, and if necessary, issue any preliminary instructions to CM/GC regarding the CM/GC's resumption of Work in connection with the Underground Facility in question;
- c. obtain any pertinent cost or schedule information from CM/GC; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
- d. advise Owner and Engineer in writing of Owner's Advisor's findings, conclusions, and recommendations.

During such time, CM/GC shall be responsible for the safety and protection of such Underground Facility.

D. Owner's Advisor's Statement to CM/GC Regarding Underground Facility—After receipt of Owner's response to and recommendations regarding Owner's Advisor's written findings, conclusions, and recommendations, Owner's Advisor will issue a written statement to CM/GC regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and informing CM/GC of Owner's Advisor's written findings, conclusions, and recommendations, as revised based on Owner's response and instructions.

E. Early Resumption of Work—If at any time Owner's Advisor, in consultation with Engineer, determines that Work in connection with the Underground Facility may resume prior to completion of Owner's Advisor's review or Owner's Advisor's issuance of its statement to CM/GC, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then Owner's Advisor may instruct CM/GC to resume such Work.

F. Possible Price and Times Adjustments

1. CM/GC shall be entitled to an equitable adjustment in the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in CM/GC's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** will be subject to the provisions of Paragraph 13.02;
 - b. CM/GC's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. CM/GC gave the notice required in Paragraph 5.05.B.
2. If Owner and CM/GC agree regarding CM/GC's entitlement to and the amount or extent of any adjustment in the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. CM/GC may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to CM/GC regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE Manual 38, Standard Guideline for Investigating and Documenting Existing Utilities, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, CM/GC's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

- A. Reports and Drawings—The Supplementary Conditions identify:
 1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data described in such reports and drawings.
- B. Reliance by CM/GC on Technical Data Authorized—CM/GC may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then CM/GC may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.55.b. Except for such reliance on Technical Data, CM/GC may not rely upon or make any claim against Owner, Owner's Advisor, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for CM/GC's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CM/GC, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any CM/GC interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
- C. CM/GC shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. CM/GC shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by CM/GC, Subcontractors, Suppliers, or anyone else for whom CM/GC is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If CM/GC encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if CM/GC or anyone for whom CM/GC is responsible creates a Hazardous Environmental Condition, then CM/GC shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby, except in an emergency as required by Paragraph 7.18; and (3) notify Owner, Owner's Advisor, and Engineer, and promptly thereafter confirm such notice in writing. Owner shall promptly consult with Owner's Advisor and Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Owner's Advisor and Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide CM/GC with the written notice required by Paragraph 5.06.E. If CM/GC or anyone for whom CM/GC is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.
- F. CM/GC shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to CM/GC either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and CM/GC cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by CM/GC, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, CM/GC may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, CM/GC does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by

such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless CM/GC, Subcontractors, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs, arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by CM/GC or by anyone for whom CM/GC is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, CM/GC shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs, arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by CM/GC or by anyone for whom CM/GC is responsible, or to a Hazardous Environmental Condition created by CM/GC or by anyone for whom CM/GC is responsible. Nothing in this Paragraph 5.06.J obligates CM/GC to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. No later than the execution of the first Work Authorization the CM/GC shall furnish a performance bond and a payment bond, each in an amount at least equal to the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost**, as security for the faithful performance and payment of CM/GC's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment on the Contract becomes due or until completion of the correction period for the Contract specified in Paragraph 15.09, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract. The premium costs of such bonds are:

1. included in Construction Support Cost if purchased for the Work based on the Estimated ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** established with the Agreement; or
 2. a reimbursable Cost of the Work if the bonds are purchased with the first Work Authorization and increased as subsequent Work Authorizations are approved.
- B. CM/GC shall also furnish such other bonds, if any, as are required by the Supplementary Conditions or other provisions of the Contract.
 - C. All bonds must be in the form included in the Contract Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570, as amended and supplemented by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
 - D. CM/GC shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
 - E. If the surety on a bond furnished by CM/GC is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then CM/GC shall promptly notify Owner and Owner's Advisor in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
 - F. If CM/GC has failed to obtain a required bond, Owner may exclude the CM/GC from the Site and exercise Owner's termination rights under Article 16.
 - G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
 - H. Upon request to CM/GC from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, CM/GC shall provide a copy of the payment bond to such person or entity.
 - I. Performance Bonds required of certain Subcontractors and Suppliers—see Paragraph 7.10.O.

6.02 Insurance—General Provisions

- A. Owner and CM/GC shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or CM/GC shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract must have an A.M.

Best Financial Strength Rating of A- or better, and an A.M. Best Financial Size Category of VII or larger.

- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not adequate to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. CM/GC shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that CM/GC has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, CM/GC shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions, if allowed, and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, CM/GC, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to CM/GC, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract, if any. Upon request by CM/GC or any other insured, Owner shall also provide other evidence of such required insurance, if any, including but not limited to copies of policies, documentation of applicable self-insured retentions, if allowed, and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or CM/GC to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or CM/GC to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain, and maintain such insurance.
- G. In addition to the liability insurance required to be provided by CM/GC, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by CM/GC, and CM/GC cannot rely upon Owner's liability policies for any of CM/GC's obligations to the Owner, Owner's Advisor, Engineer, or third parties.
- H. CM/GC shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner, Owner's Advisor and Engineer, and any other individuals or entities identified in the Supplementary Conditions as additional insureds on CM/GC's liability policies, on each Subcontractor's commercial general liability policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any cancellation of the required coverage.
- J. If CM/GC has failed to obtain and maintain required insurance, CM/GC's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs, including but not limited to the cost of purchasing necessary insurance coverage, and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect, but is in no way obligated, to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect CM/GC or CM/GC's interests. CM/GC is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that CM/GC deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on CM/GC's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder must provide a copy of the notice to Owner's Advisor and each other insured.

6.03 CM/GC's Insurance

- A. Required Insurance—CM/GC shall purchase and maintain worker's compensation, commercial general liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. General Provisions—The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete, as set forth in Paragraph 15.07.D, and longer if expressly required elsewhere in this Contract, and at all times thereafter when CM/GC may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by CM/GC, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.
- C. Additional Insureds—The CM/GC’s commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 1. include and list as additional insureds Owner, Owner’s Advisor, and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby, including as applicable those arising from both ongoing and completed operations;
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by CM/GC’s acts or omissions, or the acts and omissions of those working on CM/GC’s behalf, in the performance of CM/GC’s operations.

6.04 Builder’s Risk and Other Property Insurance

- A. Builder’s Risk—Unless otherwise provided in the Supplementary Conditions, beginning at the commencement of construction CM/GC shall purchase and maintain builder’s risk insurance upon the Work on a completed value basis, in the amount of the Work’s full insurable replacement cost, subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations. The specific requirements applicable to the builder’s risk insurance are set forth in the Supplementary Conditions.

For purposes of the builder’s risk and other required property insurance, “commencement of construction” first occurs when materials are in the course of delivery to the Site or an off-site storage location required to be insured if transit coverage is required, or if transit coverage is not required, when materials are delivered to the Site, or an off-site storage location required to be insured.

- B. Property Insurance for Facilities of Owner Where Work Will Occur—Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder’s risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.07.D.
- C. Property Insurance for Substantially Complete Facilities—Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.07.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder’s risk insurance. The builder’s risk insurance may terminate upon written confirmation of Owner’s procurement of such property insurance.

- D. Partial Occupancy or Use by Owner—If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.05, then Owner, directly, if it is the purchaser of the builder's risk policy, or through CM/GC, will provide advance notice of such occupancy or use to the builder's risk insurer and obtain coverage or an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. Insurance of Other Property; Additional Insurance—If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If CM/GC elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, CM/GC may do so at its expense.

6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04, or an installation floater policy if authorized by the Supplementary Conditions, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Owner's Advisor, Engineer, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and CM/GC waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Owner's Advisor, Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or CM/GC as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.05, after Substantial Completion pursuant to Paragraph 15.04, or after final payment pursuant to Paragraph 15.07, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against CM/GC, Subcontractors, Owner's Advisor, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

- C. Owner waives all rights against CM/GC, Subcontractors, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. CM/GC shall assure that each subcontract contains provisions whereby the Subcontractor waives all rights against Owner, CM/GC, Owner's Advisor, Engineer, all individuals or entities identified in the Supplementary Conditions as insureds, their consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured will act as fiduciary for the other insureds and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 must maintain such proceeds in a segregated account and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, CM/GC shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CM/GC'S RESPONSIBILITIES

7.01 CM/GC's Means and Methods of Construction

- A. CM/GC shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or CM/GC determines, that professional engineering or other design services are needed to carry out CM/GC's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then CM/GC shall cause such services to be provided by a properly licensed design professional, at CM/GC's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner, Owner's Advisor, nor Engineer has any responsibility with respect to (1) CM/GC's determination of the need for such services, (2) the qualifications or

licensing of the design professionals retained or employed by CM/GC, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. CM/GC shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, CM/GC shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Owner's Advisor except under extraordinary circumstances.

7.03 CM/GC Services—Key Personnel and Subconsultants

- A. CM/GC will provide the services of the key individuals identified in the Agreement for CM/GC Services (Preconstruction Services and Procurement Services) for the duration of the time required to provide these services. CM/GC may substitute other individuals for the key individuals identified in the Agreement or for individuals previously approved only upon good cause and with the written consent of the Owner. Subject to the foregoing, not providing the individuals proposed may be the grounds for termination of this Contract.
- B. CM/GC may provide CM/GC Services through one or more subconsultants under contract to CM/GC provided, however, that CM/GC remains responsible to the Owner for all duties and obligations of the CM/GC under this Contract, and in rendering services any such subconsultant must comply with all applicable terms and conditions of the Contract Documents. If the Agreement identifies a specific subconsultant, CM/GC will provide the services of such subconsultant for the duration of the time required to complete the subcontracted tasks. CM/GC may substitute other subconsultants for the subconsultants identified in the Agreement or previously approved only with the written consent of the Owner. Subject to the foregoing, not providing the subconsultants proposed may be the grounds for termination of this Contract.

7.04 Quality of CM/GC Services

- A. The Owner's Advisor, with the concurrence of Owner and Engineer, has the right to reject or disapprove any substandard portion of the CM/GC Services. Owner's Advisor will provide written notice stating the reason for the rejection or disapproval. CM/GC will revise the services in question to address the inadequacies identified by Owner's Advisor.
- B. CM/GC acknowledges that any review or approval of CM/GC Services by the Owner or Owner's Advisor does not relieve CM/GC of its responsibility to properly and timely perform such services.

7.05 Continuation or Termination of CM/GC Services

- A. Owner may terminate this Contract for Owner's convenience at the completion of Preconstruction Services if Owner determines that doing so is in Owner's best interest. Owner is not obligated to cite a reason for such a termination, but in making its determination Owner may wish to consider factors such as the quality of the CM/GC Services, facts that indicate that the Project cannot be constructed for a cost within the Owner's budget, and changes in key personnel.

- B. The Owner may terminate the Contract for Owner's convenience at the end of Procurement Services if Owner determines that doing so is in Owner's best interest. Owner is not obligated to cite a reason for such a termination, but in making its determination Owner may wish to consider factors such as whether CM/GC is unable to offer a ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** within the Owner's Construction Budget, or whether it will be advantageous to bid out the Work as a whole on a stipulated price basis.

7.06 Labor; Working Hours

- A. CM/GC shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CM/GC shall maintain good discipline and order at the Site.
- B. CM/GC shall provide or furnish:
 - 1. Construction-related services as described in Division 00 and Division 01 of the Contract Documents;
 - 2. Post-construction services as described in Division 00 and Division 01 of the Contract Documents; and
 - 3. All other construction-related and post-construction services described in the Contract Documents.
- C. CM/GC shall be fully responsible to Owner, Owner's Advisor, and Engineer for all acts and omissions of CM/GC's employees; of subconsultants, Suppliers, and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the CM/GC Services or the Work, just as CM/GC is responsible for CM/GC's own acts and omissions.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. CM/GC will not perform Work on a Saturday, Sunday, or legal holiday. CM/GC may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.07 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, CM/GC shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Owner's Advisor, the CM/GC shall furnish satisfactory evidence, including reports of required tests, as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
- D. CM/GC will be fully responsible for the quality and effectiveness (1) of all services performed or provided by CM/GC, including but not limited to CM/GC Services and general services in support of construction, and (2) of the deliverables and documentation associated with all such services.

7.08 “Or Equals”

- A. CM/GC’s Request; Governing Criteria—Whenever an Item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** has been based upon CM/GC furnishing such Item as specified. The specification or description of such an Item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” Item is permitted, CM/GC may request that Owner’s Advisor authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Owner’s Advisor, in consultation with Engineer, determines that an Item of equipment or material proposed by CM/GC is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Owner’s Advisor will deem it an “or equal” item. For the purposes of this paragraph, a proposed Item of equipment or material will be considered functionally equal to an Item so named if:
 - a. in the exercise of reasonable judgment Owner’s Advisor, in consultation with Engineer, determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. CM/GC certifies that if the proposed Item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the Item will conform substantially to the detailed requirements of the Item named in the Contract Documents.
- B. CM/GC’s Expense—CM/GC shall provide all data in support of any proposed “or equal” Item at CM/GC’s expense.
- C. Owner’s Advisor’s Evaluation and Determination—Owner’s Advisor, in consultation with Engineer, will be allowed a reasonable time to evaluate each “or-equal” request. Owner’s

Advisor may require CM/GC to furnish additional data about the proposed “or-equal” item. Owner’s Advisor, in consultation with Engineer, will be the sole judge of acceptability. No “or-equal” Item will be ordered, furnished, installed, or utilized until Owner’s Advisor’s review is complete and Owner’s Advisor, in consultation with Engineer, has determined that the proposed Item is equal, which will be evidenced by an approved Shop Drawing or other written communication. Owner’s Advisor will advise CM/GC in writing of any negative determination.

- D. Effect of Owner’s Advisor’s Determination—Neither approval nor denial of an “or-equal” request will result in any change in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost**. The Owner’s Advisor’s denial of an “or-equal” request will be final and binding and may not be reversed through an appeal under any provision of the Contract.
- E. Treatment as a Substitution Request—If Owner’s Advisor determines that an Item of equipment or material proposed by CM/GC does not qualify as an “or-equal” item, CM/GC may request that Owner’s Advisor consider the Item a proposed substitute pursuant to Paragraph 7.09.

7.09 Substitutes

- A. CM/GC’s Request; Governing Criteria—Unless the specification or description of an Item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, CM/GC may request that Owner’s Advisor authorize the use of other items of equipment or material under the circumstances described below.
- B. To the extent possible such requests must be made as part of Preconstruction Services, before the completion of the applicable portion of the design, the Procurement of Subcontractors, construction pricing, and execution of the governing Work Authorization (Preconstruction Substitute Requests). Preconstruction Substitute Requests are further addressed in Paragraph 7.09.E below; substitute requests made after the applicable Work Authorization are addressed in Paragraph 7.09.F.
- C. The following provisions apply to all substitute requests:
 - 1. CM/GC shall submit adequate information as provided below to allow Owner’s Advisor, in consultation with Engineer, to determine if the Item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Owner’s Advisor will not accept requests for review of proposed substitute items of equipment or material from anyone other than CM/GC.
 - 2. The requirements for review by Owner’s Advisor, in consultation with Engineer, will be as set forth in Paragraph 7.09.D, as supplemented by the Specifications, and as Owner’s Advisor may decide is appropriate under the circumstances.
 - 3. CM/GC shall make written application to Owner’s Advisor for review of a proposed substitute Item of equipment or material that CM/GC seeks to furnish or use. The application:
 - a. will certify that the proposed substitute Item will:
 - 1) adequately perform the functions and achieve the results called for by the general design;

- 2) be similar in substance to the Item specified; and
 - 3) be suited to the same use as the Item specified.
- b. will state:
- 1) the extent, if any, to which the use of the proposed substitute Item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute Item in the Work will require a change in any of the Contract Documents, or in the provisions of any other direct contract with Owner for other work on the Project, to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute Item in connection with the Work is subject to payment of any license fee or royalty.
- c. will identify:
- 1) all variations of the proposed substitute Item from the Item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
- d. will contain, to the extent applicable, an itemized estimate of all costs, anticipated price impacts, or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost**, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- D. Owner's Advisor's Evaluation and Determination—Owner's Advisor, in consultation with Engineer, will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Owner's Advisor may require CM/GC to furnish additional data about the proposed substitute item. Owner's Advisor, in consultation with Engineer, will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Owner's Advisor's review is complete and Owner's Advisor determines that the proposed Item is an acceptable substitute.
- E. Preconstruction Substitute Requests—CM/GC will research potential substitutes, furnish data, and prepare a Preconstruction Substitute Request as compensable Basic Preconstruction Services. CM/GC will not be responsible for costs incurred by Owner, Owner's Advisor, or Engineer in response to a Preconstruction Substitute Request. If such a request is approved, CM/GC will not be required to issue a special guarantee with respect to the substitute's inclusion in the final design.
- F. For substitute requests made after a Work Authorization, or in an untimely manner such that the substitution cannot be made part of the final design on which binding construction pricing is based, the following apply:
1. Owner's Advisor's determination will be evidenced by a Field Order, or a proposed Change Order issued by the Owner's Advisor accounting for the substitute itself and all related impacts, including changes in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times. Owner's Advisor will advise CM/GC in writing of any negative determination.

2. Special Guarantee –Owner’s Advisor may require CM/GC to furnish at CM/GC’s expense a special performance guarantee or other surety with respect to the substitute.
3. Reimbursement of Review Cost–Owner’s Advisor and Engineer will record their costs in evaluating the substitute proposed or submitted by CM/GC. Whether or not Owner’s Advisor approves a substitute so proposed or submitted by CM/GC, CM/GC shall reimburse Owner for the reasonable charges of Owner’s Advisor and Engineer for evaluating each such proposed substitute. CM/GC shall also reimburse Owner for the reasonable charges of Owner’s Advisor and Engineer for making changes in the Contract Documents, or in the provisions of any other direct contract with Owner resulting from the acceptance of each proposed substitute.
4. CM/GC’s Expense–CM/GC shall provide all data in support of any proposed substitute at CM/GC’s expense.
5. Effect of Owner’s Advisor’s Determination–If Owner’s Advisor approves the substitute request, CM/GC shall execute a Change Order and proceed with the substitute. The Owner’s Advisor’s denial of a substitution request will be final and binding and may not be reversed through an appeal under any provision of the Contract. CM/GC may challenge the scope of reimbursement costs imposed under Paragraph 7.09.F.3, by timely submittal of a Change Proposal.

7.10 Concerning Subcontractors and Suppliers

- A. CM/GC may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The CM/GC’s retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve CM/GC’s obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. CM/GC shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. As a general matter, CM/GC shall retain Subcontractors and Suppliers for Work Packages through the procurement process described in the Agreement, including but not limited to the Procurement Strategy Plan and Exhibit A Article 3 of the Agreement. If there is a conflict between such provisions of the Agreement and this paragraph, the provisions of the Agreement will govern.
- D. Subsequent to the submittal of CM/GC’s Proposal or final negotiation of the terms of the Contract, Owner may not require CM/GC to retain any Subcontractor or Supplier against which CM/GC has reasonable objection to furnish or perform any of the Work.
- E. Prior to entry into any binding subcontract or purchase order, CM/GC shall submit to Owner the identity of the proposed Subcontractor or Supplier, unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the CM/GC selection process, the Subcontractor and Supplier procurement process, or otherwise. Such proposed Subcontractor or Supplier will be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- F. Owner may require the replacement of a Subcontractor or Supplier. Owner also may require CM/GC to retain specific replacements; provided, however, that Owner may not require a replacement to which CM/GC has a reasonable objection. If CM/GC has submitted the

identity of certain Subcontractors or Suppliers for acceptance by Owner, through the Subcontractor and Supplier procurement process or otherwise, and Owner has accepted it, either in writing or by failing to make written objection thereto, then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. CM/GC shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

- G. If Owner requires the replacement of any Subcontractor or Supplier retained by CM/GC to perform any part of the Work, then CM/GC shall be entitled to an adjustment in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times, with respect to the replacement; and CM/GC shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- H. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- I. On a monthly basis, CM/GC shall submit to Owner's Advisor a complete list of all Subcontractors and Suppliers having a direct contract with CM/GC, and of all other Subcontractors and Suppliers known to CM/GC at the time of submittal.
- J. CM/GC shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- K. The divisions and sections of the Specifications and the identifications of any Drawings do not control CM/GC in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- L. All Work performed for CM/GC by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner, Owner's Advisor, and Engineer.
- M. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CM/GC for Work performed for CM/GC by the Subcontractor or Supplier.
- N. CM/GC shall restrict all Subcontractors and Suppliers from communicating with Owner's Advisor or Owner, except through CM/GC or in case of an emergency, or as otherwise expressly allowed in this Contract.
- O. CM/GC will perform or undertake the responsibilities of any Subcontractor or Supplier that defaults, fails to perform, declares bankruptcy, or meets any of the other requirements for termination for cause listed as applying to the CM/GC as described in Paragraph 16.02 of the General Conditions.
 - 1. If, for a specific Subcontractor or Supplier, CM/GC determines that CM/GC would not reasonably be able to self-perform the Subcontractor's work or meet the Supplier's obligations in the event of the Subcontractor or Supplier default, then CM/GC may require a subcontract/supplier performance bond, the costs of which will be reimbursed as a Cost of the Work under the Subcontract costs category (Paragraph 6.02, Agreement). Before requiring such a bond, CM/GC will consult with Owner's Advisor and consider whether other protective measures are feasible and more cost-effective.

2. If Owner requires that CM/GC enter into a subcontract with a Subcontractor to which the CM/GC has reasonable objections, CM/GC may require subcontract performance and payment bonds, the costs of which will be reimbursed as a Cost of the Work under the Subcontract costs category (Paragraph 6.02, Agreement).

7.11 Patent Fees and Royalties

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

7.12 Permits

- A. Unless otherwise provided in the Contract Documents, CM/GC shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist CM/GC, when necessary, in obtaining such permits and licenses. CM/GC shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of CM/GC's Proposal. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.13 Taxes

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

7.14 Laws and Regulations

- A. CM/GC shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of CM/GC Services or the Work. Neither Owner, Owner's Advisor, nor Engineer will be responsible for monitoring CM/GC's compliance with Laws or Regulations.
- B. If CM/GC performs any CM/GC Services or Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, CM/GC shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such CM/GC Services, Work, or other action.
- C. It is not CM/GC's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve CM/GC of its obligations under Paragraph 3.03.
- D. Owner or CM/GC may give written notice to the other party of any changes after the Effective Date of the Contract in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and CM/GC are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times resulting from such changes, then within 30 days of such written notice CM/GC may submit a Change Proposal, or Owner may initiate a Claim.

7.15 Record Documents

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

7.16 Safety and Protection

- A. CM/GC shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. CM/GC shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

- C. CM/GC shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.16.C.2 or 7.16.C.3 caused, directly or indirectly, in whole or in part, by CM/GC, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, will be remedied by CM/GC at its expense, except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner, Owner's Advisor, or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CM/GC or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them.
- E. CM/GC shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. CM/GC shall notify Owner's Advisor; Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities, if the identity of such owners is known to CM/GC; and other contractors and utility owners performing work at or adjacent to the Site, in writing, when CM/GC knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. CM/GC shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. CM/GC shall inform Owner, Owner's Advisor, and Engineer of the specific requirements of CM/GC's safety program with which Owner's, Owner's Advisor's, and Engineer's employees and representatives must comply while at the Site.
- I. CM/GC's duties and responsibilities for safety and protection will continue until all the Work is completed, Owner's Advisor has issued a written notice to Owner and CM/GC in accordance with Paragraph 15.07.C that the Work is acceptable, and CM/GC has left the Site, except as otherwise expressly provided in connection with Substantial Completion.
- J. CM/GC's duties and responsibilities for safety and protection will resume whenever CM/GC or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.17 Hazard Communication Programs

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

7.18 Emergencies

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

7.19 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, CM/GC shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to CM/GC's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that CM/GC has satisfied CM/GC's obligations under the Contract Documents with respect to CM/GC's review of that Submittal, and that CM/GC approves the Submittal.
3. With each Shop Drawing or Sample, CM/GC shall give Owner's Advisor specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. Submittal Procedures for Shop Drawings and Samples—CM/GC shall label and submit Shop Drawings and Samples to Owner’s Advisor for review by Engineer in accordance with the accepted Schedule of Submittals.
1. Shop Drawings
 - a. CM/GC shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the services, materials, and equipment CM/GC proposes to provide, and to enable the information to be reviewed for the limited purposes required by Paragraph 7.19.D.
 2. Samples
 - a. CM/GC shall submit the number of Samples required in the Specifications.
 - b. CM/GC shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner’s Advisor may require to enable Engineer to review the Sample for the limited purposes required by Paragraph 7.19.D.
- C. Proceeding without Engineer’s Approval—Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, Owner will not pay for related Work, including equipment or materials, until Engineer approves the Shop Drawing or Sample. If CM/GC proceeds without such approval, CM/GC will bear the full risk of all resulting delays, costs, and losses, including but not limited to removal, corrective, purchase, and installation costs, if such approval is not granted.
- D. Engineer’s Review of Shop Drawings and Samples
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer’s review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer’s review and approval, if any, will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer’s review and approval, if any, of a separate Item as such will not indicate approval of the assembly in which the Item functions.
 4. Engineer’s review and approval, if any, of a Shop Drawing or Sample will not relieve CM/GC from responsibility for any variation from the requirements of the Contract Documents unless CM/GC has complied with the requirements of Paragraph 7.19.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Owner’s Advisor, in consultation with Engineer, will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval, if any, of a Shop Drawing or Sample will not relieve CM/GC from responsibility for complying with the requirements of Paragraphs 7.19.A and B.
 6. Engineer's review and approval, if any, of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost**, unless such changes are included in a Change Order.
 7. Neither receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such Item becoming a Contract Document.
 8. CM/GC shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.19.D.4.
- E. Resubmittal Procedures for Shop Drawings and Samples
1. CM/GC shall make required corrections and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. CM/GC shall direct specific attention in writing to revisions other than the corrections called for on previous Submittals.
 2. CM/GC shall furnish required Shop Drawing and Sample submittals with adequate information and accuracy to obtain required approval of an Item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and CM/GC shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due CM/GC to secure reimbursement for such charges.
 3. If CM/GC requests a change of a previously approved Shop Drawing or Sample, CM/GC shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due CM/GC to secure reimbursement for such charges, unless the need for such change is beyond the control of CM/GC.
- F. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. CM/GC shall submit all such Submittals to Owner's Advisor in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. A timely review will be made of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, CM/GC shall confer with Owner's Advisor regarding the reason for the non-acceptance and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 4.04, 7.19, and 15.02.
- G. Owner-delegated Designs–Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.22.

7.20 CM/GC's General Warranty and Guarantee

- A. CM/GC warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner's Advisor and Engineer are entitled to rely on CM/GC's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.09. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.20 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.09:
 - 1. Owner shall give CM/GC written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. CM/GC's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than CM/GC, Subcontractors, Suppliers, or any other individual or entity for whom CM/GC is responsible; or
 - 2. normal wear and tear under normal usage.
- D. CM/GC shall perform or provide CM/GC Services in accordance with the Contract Documents and good construction management practice.
- E. CM/GC's obligation to perform and complete the CM/GC Services and the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of CM/GC Services or Work that is not in accordance with the Contract Documents, a release of CM/GC's obligation to perform the CM/GC Services or Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.20:
 - 1. Observations by Owner's Advisor or Engineer;
 - 2. Recommendation by Owner's Advisor or payment by Owner of any progress or final payment;
 - 3. The acceptance of CM/GC Services without objection;
 - 4. The issuance of a certificate of Substantial Completion by Owner's Advisor or any payment related thereto by Owner;

5. Use or occupancy of the Work or any part thereof by Owner;
 6. Any review and approval of a Shop Drawing or Sample submittal;
 7. The issuance of a notice of acceptability by Owner's Advisor;
 8. The end of the correction period established in Paragraph 15.09;
 9. Any inspection, test, or approval by others; or
 10. Any correction of defective Work by Owner.
- F. If the Contract requires CM/GC to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to CM/GC's performance obligations to Owner for the Work described in the assigned contract.

7.21 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of CM/GC under the Contract or otherwise, CM/GC shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs, arising from third-party claims or actions relating to or resulting from the performance or furnishing of CM/GC Services or the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, other than the Work itself, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CM/GC, any Subcontractor, any Supplier, subconsultant, or any individual or entity directly or indirectly employed by any of them to perform any of the CM/GC Services or Work, or anyone for whose acts any of them may be liable.
- B. In claims against Owner, Owner's Advisor, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any CM/GC employee, or the survivor or personal representative of such employee, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.21.A will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for CM/GC or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.22 Delegation of Professional Design Services

- A. Owner may require CM/GC to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that CM/GC must furnish to Owner's Advisor with respect to the Owner-delegated design.
- B. CM/GC shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications,

certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by CM/GC, a Subcontractor, or others for submittal to Owner's Advisor, then such Shop Drawing or other Submittal must bear the written approval of CM/GC's design professional when submitted by CM/GC to Owner's Advisor.
- D. Owner, Owner's Advisor, and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by CM/GC under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.22, Engineer's review, approval, and determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by CM/GC pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.22;
 - 2. Confirming that CM/GC, through its design professionals, has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by CM/GC is consistent with the design concept expressed in the Contract Documents.
- F. CM/GC shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. CM/GC is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give CM/GC written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to CM/GC.
- C. CM/GC shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

- D. CM/GC shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CM/GC shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that CM/GC may cut or alter others' work with the written consent of Owner's Advisor and the others whose work will be affected.
- E. If the proper execution or results of any part of CM/GC's Work depends upon work performed by others, CM/GC shall inspect such other work and promptly report to Owner's Advisor in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CM/GC's Work. CM/GC's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CM/GC's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this Article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by CM/GC is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

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

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of CM/GC or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then CM/GC shall be entitled to an equitable adjustment in the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or the Contract Times. CM/GC must submit any Change Proposal seeking an equitable adjustment in the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will consider information, if any regarding such other work that was provided to CM/GC in the Contract Documents prior to the submittal of the Proposal or the final negotiation of the terms of the Contract, and any remedies available to CM/GC under Laws or Regulations

concerning utility action or inaction. When applicable, any such equitable adjustment in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** will be conditioned on CM/GC assigning to Owner all CM/GC's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. CM/GC's entitlement to an adjustment of the Contract Times or ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. CM/GC shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If CM/GC fails to take such measures, and as a result, damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due CM/GC, and assign to such other contractor or utility owner the Owner's contractual rights against CM/GC with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, CM/GC shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of CM/GC's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due CM/GC.
- C. If CM/GC damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through CM/GC's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of CM/GC's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against CM/GC, Owner, Owner's Advisor, or Engineer, then CM/GC shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and their officers, directors, members, partners, employees, agents, consultants and subcontractors from and against any such claims, and against all costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to CM/GC

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to CM/GC through Owner's Advisor.

9.02 Replacement of Owner's Advisor or Engineer

- A. Owner may at its discretion appoint a replacement for Owner's Advisor, provided CM/GC makes no reasonable objection to the replacement. The replacement's status under the Contract Documents will be that of the former Owner's Advisor.

- B. Owner may at its discretion appoint an engineer to replace Engineer, provided CM/GC makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.
- 9.03 Furnish Data
 - A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 Pay CM/GC
 - A. Owner shall make payments to CM/GC when they are due as provided in the Agreement.
- 9.05 Lands and Easements; Reports, Tests, and Drawings
 - A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to CM/GC copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 Insurance
 - A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 Change Orders
 - A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 Inspections, Tests, and Approvals
 - A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 Owner's Tasks in Support of CM/GC Services
 - A. Owner shall provide CM/GC with all criteria and full information as to Owner's requirements for the Project including drafts of proposed Contract Documents, general schedules and completion requirements, reports, surveys, permits, record documents from related previous projects, and other information as required for CM/GC to provide services. Owner shall be responsible for, and CM/GC may rely upon, the accuracy and completeness of all such criteria and information, and of any other programs, instructions, data, and other information furnished by Owner to CM/GC pursuant to this Agreement. CM/GC may use such criteria and information in performing or furnishing CM/GC Services.
 - B. Owner shall provide reasonable assistance to CM/GC in securing the release of documents and information held by private entities and by public agencies as needed to provide services required by this Agreement.
 - C. Owner shall arrange for safe access to and make all provisions for CM/GC to enter upon public and private property as required for CM/GC to perform services.

- D. Owner shall review documents presented by CM/GC, make decisions, and carry out Owner's other responsibilities in a timely manner so as not to delay the CM/GC's performance of its services.
- E. Owner shall provide the services of attorneys, insurance consultants, financial advisors, and other professional advisors or consultants required for the Project, but not provided by the CM/GC.
 - 1. Advise CM/GC of the identity and scope of services of any independent consultant, designer, contractor, or other construction manager employed by Owner to perform or furnish services in regard to the Project, including cost estimating, project peer reviews, value engineering, and constructability reviews.
 - 2. Define and set forth the duties, responsibilities, and limitations of authority of these other parties as they relate to the duties, responsibilities, and authority of CM/GC.
- F. Owner is not responsible for discovering deficiencies in the CM/GC's Services. CM/GC will correct any deficiencies without additional compensation, except to the extent this corrective action is directly attributable to deficiencies in Owner-furnished information.

9.10 Limitations on Owner's Responsibilities

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

9.11 Undisclosed Hazardous Environmental Condition

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

9.12 Evidence of Financial Arrangements

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

9.13 Safety Programs

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

ARTICLE 10—STATUS OF OWNER'S ADVISOR AND ENGINEER DURING CONSTRUCTION

10.01 Owner's Advisor

- A. Owner's Advisor will be Owner's representative during the construction period.
- B. The general duties, responsibilities, and the limitations of authority of Owner's Advisor and Engineer during construction are set forth below.

10.02 Visits to Site

- A. Owner's Advisor will either be based at the Site or make visits to the Site on a regular basis. Owner's Advisor will observe the Work; check the quality, quantity, and progress of the Work; implement Owner's quality assurance program; and administer the Contract as Owner's representative.
- B. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of CM/GC's executed Work. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer will report to Owner's Advisor regarding information obtained during such Site visits and observations.
- C. Owner's Advisor's and Engineer's visits and observations are subject to all the limitations on Owner's Advisor's and Engineer's authority and responsibility set forth in Paragraph 10.05. Particularly, but without limitation, during or as a result of Owner's Advisor's and Engineer's visits or observations of CM/GC's Work, neither Owner's Advisor nor Engineer will supervise, direct, control, or have authority over or be responsible for CM/GC's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CM/GC to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Determinations for Unit Price Work

- A. Owner's Advisor will determine the actual quantities and classifications of Unit Price Work performed or furnished by CM/GC as set forth in Paragraph 13.02.

10.04 Decisions on Requirements of Contract Documents and Acceptability of Work; Exercise of Authority

- A. Owner's Advisor will render decisions regarding the requirements of the Contract Documents, and judge the quality and acceptability of the Work, pursuant to the specific procedures set forth herein for interpretations, Change Proposals, Applications for Payment, and acceptance of the Work.
 - 1. Before rendering such decisions or judgments, and before exercising its authority with respect to differing subsurface or physical conditions, Underground Facilities, "or equal" and substitute requests, emergencies, Field Orders, and similar matters, Owner's Advisor will consult with Engineer as to all matters in question involving (a) the design, as set forth in the Drawings, Specifications, or otherwise, (b) the quality or acceptability of the Work under the Contract Documents, or (c) other engineering matters.
 - 2. With respect to such matters, Owner's Advisor's decisions and judgments as rendered will be in accord with Engineer's professional analysis, opinions, recommendations, and conclusions.
- B. In rendering such decisions and judgments, exercising such authority, or providing professional analysis, opinions, recommendations, or conclusions underlying such decisions and judgments, neither Owner's Advisor nor Engineer will show partiality to Owner or CM/GC, and neither Owner's Advisor nor Engineer will be liable to Owner, CM/GC, or others

in connection with any proceedings, interpretations, analysis, opinions, recommendations, conclusions, decisions, or judgments conducted or rendered in good faith.

- C. Owner's Advisor may at any time request that CM/GC furnish proposed changes to ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** and Contract Times that would result from specified proposed changes to the Contract Documents.

10.05 Limitations on Owner's Advisor's and Engineer's Authority and Responsibilities

- A. Neither Owner's Advisor's nor Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Owner's Advisor or Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Owner's Advisor or Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner's Advisor or Engineer to CM/GC, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Neither Owner's Advisor nor Engineer will supervise, direct, control, or have authority over or be responsible for CM/GC's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CM/GC to comply with Laws and Regulations applicable to the performance of the Work. Neither Owner's Advisor nor Engineer will be responsible for CM/GC's failure to perform the Work in accordance with the Contract Documents.
- C. Neither Owner's Advisor nor Engineer will be responsible for the acts or omissions of CM/GC or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Owner's Advisor's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by CM/GC under Paragraph 15.07.A, will only be to determine generally that their content complies with the requirements of the Contract Documents, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

10.06 Compliance with Safety Program

- A. While at the Site, Owner's Advisor's and Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and CM/GC's safety programs of which Owner's Advisor and Engineer have been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Contract Amendment, Work Authorization, Change Order, Work Change Directive, or Field Order.
- B. A Work Authorization, as more fully defined in Paragraph 1.01, is used to authorize specified Work, and establish related compensation. Change Orders, Work Change Directives, and Field Orders are used to modify a Work Authorization, including but not limited to

modifications of the ~~authorized Work and changes to the Guaranteed Maximum Price and~~ Contract Times associated with the Work Authorization.

If a modification under a Work Authorization includes a change in the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or the Contract Times, such amendment or supplement must be set forth in a Change Order.

- C. A Contract Amendment, as more fully defined in Paragraph 1.01, is used for general contract modification purposes.
- D. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design, as set forth in the Drawings, Specifications, or otherwise, or (3) other engineering matters, must be supported by Engineer's recommendation. Owner and CM/GC may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

- A. With respect to a governing Work Authorization, Owner and CM/GC shall execute appropriate Change Orders covering:
 - 1. Changes in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters; and
 - 3. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Paragraph 13.02.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or CM/GC refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.
- C. Owner and CM/GC will enter into either a Change Order, if related to a specific Work Authorization, or a Contract Amendment with respect to the following:
 - 1. Changes in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** resulting from an Owner set-off, unless CM/GC has duly contested such set-off;
 - 2. Changes that embody the substance of any final and binding results under Article 12, Claims; Paragraph 13.01, final adjustments resulting from allowances; and similar provisions.

11.03 Work Change Directives

- A. A Work Change Directive will not change the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or the Contract Times but is evidence that the parties expect that the

modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost**.

- B. If Owner has issued a Work Change Directive and:
 - 1. CM/GC believes that an adjustment in Contract Times or ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** is necessary, then CM/GC shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Owner's Advisor, in consultation with Engineer, may authorize minor changes in the Work if the changes do not involve an adjustment in the ~~Guaranteed Maximum Price~~ or **Independent Work Authorization Cost** or the Contract Times. Such changes will be accomplished by a Field Order and will be binding on Owner and on CM/GC, which shall perform the Work involved promptly.
- B. If CM/GC believes that a Field Order justifies an adjustment in the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times, then before proceeding with the Work at issue, CM/GC shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and CM/GC have agreed as to the effect, if any, of the changes on Contract Times or ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost**; or by a Work Change Directive. Upon receipt of any such document, CM/GC shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates CM/GC to undertake work that CM/GC reasonably concludes cannot be performed in a manner consistent with CM/GC's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. CM/GC shall not be entitled to an increase in the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.18 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may be changed by a Work Authorization, Change Order, or Contract Amendment. Any Change Proposal for an adjustment in the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** with respect to the Work will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved;
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum; or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work determined in accordance with the Cost of the Work provisions in the Agreement, plus the CM/GC Fee, applied proportionally, for overhead and profit determined in accordance with the terms in the Agreement.

11.08 Change of Contract Times

- A. The Contract Times may be changed by a Work Authorization, Change Order, or Contract Amendment. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

- A. Purpose and Content—CM/GC shall submit a Change Proposal to Owner's Advisor to request an adjustment in the Contract Times or ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost**; contest a decision by Owner's Advisor concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or ~~Guaranteed Maximum Price~~, **Independent Work Authorization Cost** or other proposed relief; identify any governing Work Authorization; indicate CM/GC's recommendation for the correct means of amending the Contract (Work Authorization, Change Order, or Contract Amendment) if the proposed change is accepted; and explain the reason for the proposed change, with

citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. ~~Determination of Changes in Guaranteed Maximum Price for Work—If a Change Order under a Work Authorization entails a change in Guaranteed Maximum Price, then:~~

- ~~1. The change will include the applicable increase or decrease in Cost of the Work, pursuant to the provisions Article 6 of the Agreement.~~
- ~~2. The CM/GC Fee for changes will be those agreed to Article 7 of the Agreement.~~
- ~~3. If there is a Guaranteed Maximum Price, it will increase or decrease in an amount equal to the increase or decrease in the Cost of the Work and CM/GC Fee, as duly determined.~~
- ~~4. The amount of any increases or decreases in the CM/GC Fee, or in Guaranteed Maximum Price, will be set forth in the applicable Change Order.~~

C. Change Proposal Procedures

1. Submittal—CM/GC shall submit each Change Proposal to Owner’s Advisor within 30 days after the start of the event giving rise thereto, or after such decision.
2. Supporting Data—The CM/GC shall submit supporting data, including the proposed change in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Time, if any, to the Owner’s Advisor within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change Proposals related to a change of ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** based on Cost of the Work must include full and detailed account of eligible costs, such as materials incorporated into the Work, labor and equipment used for the subject Work, and Subcontract costs.

The supporting data must be accompanied by a written statement that the supporting data is accurate and complete, and that any requested time or price adjustment is the entire adjustment to which CM/GC believes it is entitled as a result of said event.

3. Owner’s Advisor’s Initial Review—Owner’s Advisor, in consultation with Engineer, will advise Owner regarding the Change Proposal and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Owner’s Advisor concludes that additional supporting data is needed before conducting a full review and deciding regarding the Change Proposal, then Owner’s Advisor may request that CM/GC submit such additional supporting data by a date specified by Owner’s Advisor, prior to Owner’s Advisor beginning its full review of the Change Proposal.
4. Owner’s Advisor’s Full Review and Action on the Change Proposal—Upon receipt of CM/GC’s supporting data, including any additional data requested by Owner’s Advisor, Owner’s Advisor, in consultation with Engineer, will conduct a full review of each Change Proposal and, within 30 days after such receipt of the CM/GC’s supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and CM/GC. If Owner’s Advisor does not act on the Change Proposal within 30 days, then either Owner

or CM/GC may at any time thereafter submit a letter to the other party indicating that as a result of Owner's Advisor's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. Binding Decision—Owner's Advisor's decision is final and binding upon Owner and CM/GC, unless Owner or CM/GC appeals the decision by filing a Claim under Article 12.
- D. Post-Completion—CM/GC shall not submit any Change Proposals after Owner's Advisor issues a written recommendation of final payment pursuant to Paragraph 15.07.B.

11.10 Notification to Surety

- A. CM/GC shall notify the performance and payment bond surety of the issuance of each Work Authorization and confirm that the bonds have been adjusted to reflect the changes in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** and Contract Times.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents, including, but not limited to, ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** or Contract Times, the giving of any such notice will be CM/GC's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

- A. Claims Process—The following disputes between Owner and CM/GC are subject to the Claims process set forth in this article:
 1. Appeals by Owner or CM/GC of Owner's Advisor's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Subject to the waiver provisions of Paragraph 15.08, any dispute arising after Owner's Advisor has issued a written recommendation of final payment pursuant to Paragraph 15.07.B.
- B. Submittal of Claim—The party submitting a Claim shall deliver it directly to the other party to the Contract promptly, but in no event later than 30 days after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Owner's Advisor and Engineer, for their information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by CM/GC seeking an increase in the Contract Times or Contract Price, CM/GC shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of CM/GC's knowledge and belief the amount of time or money requested accurately reflects the full amount to which CM/GC is entitled.
- C. Review and Resolution—The party receiving a Claim shall review it thoroughly and consider its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim

by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Owner's Advisor and Engineer.

D. Mediation

1. At any time after initiation of a Claim, Owner and CM/GC may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and CM/GC agree to mediation, then after 60 days from such agreement, either Owner or CM/GC may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and CM/GC shall each pay one-half of the mediator's fees and costs.
- E. Partial Approval—If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. Denial of Claim—If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not act on the Claim within 90 days, then either Owner or CM/GC may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. Final and Binding Results—If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—ALLOWANCES; UNIT PRICE WORK

13.01 Allowances

- A. ~~The CM/GC Contingency Allowance (Agreement, Article 8) and Owner's Contingency Allowance (Agreement, Article 12) are governed by the applicable provisions of the Agreement.~~
- B. ~~CM/GC confirms that it has included the CM/GC Contingency Allowance in the Guaranteed Maximum Price and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Owner's Advisor.~~
- C. ~~CM/GC confirms that it has included the Owner's Contingency Allowance in the Contract Price and that use of Owner's Contingency Allowance is subject to the provisions of Article 12 in the Agreement.~~
- D. ~~Cash Allowances—CM/GC agrees that:~~

1. ~~the cash allowances include the cost to CM/GC, less any applicable trade discounts, of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and~~
 2. ~~CM/GC's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Guaranteed Maximum Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.~~
- E. ~~Prior to final payment, an appropriate Change Order will be issued as recommended by Owner's Advisor to reflect actual amounts due CM/GC for Work covered by allowances, and the Guaranteed Maximum Price will be correspondingly adjusted.~~

13.02 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified Item of Unit Price Work times the estimated quantity of each Item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Proposals and determining an Estimated ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost**. Payments to CM/GC for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by CM/GC to be adequate to cover CM/GC's overhead and profit for each separately identified item.
- D. Owner's Advisor will determine the actual quantities and classifications of Unit Price Work performed or furnished by CM/GC. Owner's Advisor will review with CM/GC the Owner's Advisor's preliminary determinations on such matters before rendering a written decision thereon, by recommendation of an Application for Payment or otherwise. Owner's Advisor's written decision thereon will be final and binding except as modified by Owner's Advisor to reflect changed factual conditions or more accurate data upon Owner and CM/GC, and the final adjustment of ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** will be set forth in a Change Order, subject to the provisions of the following Paragraph.
- E. Adjustments in Unit Price
 1. CM/GC or Owner shall be entitled to an adjustment in the unit price with respect to an Item of Unit Price Work if:
 - a. the quantity of the Item of Unit Price Work performed by CM/GC differs materially and significantly from the estimated quantity of such Item indicated in the Agreement; and
 - b. CM/GC's unit costs to perform the Item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in CM/GC's costs to perform such other Work, such that the resulting overall change in ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** is equitable to Owner and CM/GC.

3. Adjusted unit prices will apply to all units of that item.

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

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

- A. CM/GC shall give Owner's Advisor timely notice of readiness of the Work, or specific parts thereof, for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except those costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work, or part thereof, specifically to be inspected, tested, or approved by an employee or other representative of such public body, CM/GC shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner's Advisor the required certificates of inspection or approval.
- D. CM/GC shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to CM/GC's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Owner's Advisor.

- E. If the Contract Documents require the Work, or part thereof, to be accepted by Owner, Owner's Advisor, Engineer, or another designated individual or entity, then CM/GC shall assume full responsibility for arranging and obtaining such approvals.

- F. If any Work, or the work of others that is to be inspected, tested, or approved is covered by CM/GC without written concurrence of Owner's Advisor, CM/GC shall, if requested by Owner's Advisor, uncover such Work for observation. Such uncovering will be at CM/GC's expense unless CM/GC has given Owner's Advisor timely notice of CM/GC's intention to cover the same and Owner's Advisor had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. CM/GC's Obligation—It is CM/GC's obligation to assure that the Work is not defective.
- B. Owner's Advisor's Authority—Owner's Advisor has the authority to determine, in consultation with Engineer, whether Work is defective, and to reject defective Work.
- C. Notice of Defects—Prompt written notice of all defective Work of which Owner, Owner's Advisor, or Engineer has actual knowledge will be given to CM/GC.
- D. Correction, or Removal and Replacement—Promptly after receipt of written notice of defective Work, CM/GC shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Owner's Advisor has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. Preservation of Warranties—When correcting defective Work, CM/GC shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. Costs and Damages—In addition to its correction, removal, and replacement obligations with respect to defective Work, CM/GC shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and CM/GC are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

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

14.05 Uncovering Work

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

14.06 Owner May Stop the Work

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

14.07 Owner May Correct Defective Work

- A. If CM/GC fails within a reasonable time after written notice from Owner's Advisor to correct defective Work, or to remove and replace defective Work as required by Owner's Advisor, then Owner may, after 7 days' written notice to CM/GC, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude CM/GC from all or part of the Site, take possession of all or part of the Work and suspend CM/GC's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid CM/GC but which are stored elsewhere. CM/GC shall allow Owner, Owner's representatives, agents and employees, Owner's other

contractors, Owner's Advisor, Engineer, and their consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against CM/GC as set-offs against payments due under Article 15. Such claims, costs, losses, and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CM/GC's defective Work.
- D. CM/GC shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CM/GC; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Payment for CM/GC Services

- A. The basis and procedures for payment for CM/GC Services are set forth in the Agreement, Article 3. The provisions of this Article 15 pertain to payment for performance and furnishing of the Work, unless noted otherwise.

15.02 Progress Payments

A. Basis for Progress Payments

- 1. CM/GC will, at least 10 days prior to applying for Payment, prepare and submit for approval by Owner's Advisor a schedule allocating portions of the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** to various portions of the Work, as determined by the applicable Work Authorizations.
- 2. The Schedule of Values will serve as the basis for progress payments and will be incorporated by Owner's Advisor into an Application for Payment form. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.02. Progress payments for cost-based Work will be based on Cost of the Work completed by CM/GC during the pay period.

B. Applications for Payments

- 1. At least 20 days before the date established in the Agreement for each progress payment, but not more often than once a month, CM/GC shall submit to Owner's Advisor for review an Application for Payment filled out and signed by CM/GC covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by CM/GC for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other

arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of CM/GC stating that all previous progress payments received by CM/GC have been applied to discharge CM/GC's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Owner's Advisor will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to CM/GC indicating in writing Owner's Advisor's reasons for refusing to recommend payment. In the latter case, CM/GC may make the necessary corrections and resubmit the Application.
2. Owner's Advisor's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Advisor to Owner, based on Owner's Advisor's (a) observations of the executed Work, (b) consultations with Engineer, and (c) review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Advisor's knowledge, information, and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.02, and any other qualifications stated in the recommendation; and
 - c. the conditions precedent to CM/GC's being entitled to such payment appear to have been fulfilled in so far as it is Owner's Advisor's responsibility to observe the Work.
3. By recommending any such payment Owner's Advisor will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Owner's Advisor in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle CM/GC to be paid additionally by Owner or entitle Owner to withhold payment to CM/GC.
4. Neither Owner's Advisor's review of CM/GC's Work for the purposes of recommending payments nor Owner's Advisor's recommendation of any payment, including final payment, will impose responsibility on Owner's Advisor:
 - a. to supervise, direct, or control the Work;

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for CM/GC's failure to comply with Laws and Regulations applicable to CM/GC's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes CM/GC has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 - 5. Owner's Advisor may refuse to recommend the whole or any part of any payment if, in Owner's Advisor's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.02.C.2.
 - 6. Owner's Advisor will recommend reductions in payment (set-offs) necessary in Owner's Advisor's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** has been reduced by Change Orders or other Contract modifications;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which CM/GC is responsible; or
 - e. Owner's Advisor has actual knowledge of the occurrence of any of the events that would constitute a default by CM/GC and therefore justify termination for cause under the Contract Documents.
- D. Payment Becomes Due
- 1. Ten days after Owner's Advisor's presentation of the Application for Payment to Owner with Owner's Advisor's recommendation, the amount recommended, subject to any Owner set-offs, will become due, and when due will be paid by Owner to CM/GC.
- E. Reductions in Payment by Owner
- 1. In addition to any reductions in payment (set-offs) recommended by Owner's Advisor, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on CM/GC's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from CM/GC's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. CM/GC has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. CM/GC has failed to provide and maintain required bonds or insurance;

- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which CM/GC is responsible;
 - e. Owner has incurred extra charges for advisory services or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests, and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost** has been reduced by Change Orders or other Contract modifications;
 - i. An event has occurred that would constitute a default by CM/GC and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of CM/GC's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where CM/GC has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. Claims have been made or costs have been incurred arising from CM/GC Services; or
 - m. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Owner's Advisor, Owner will give CM/GC immediate written notice, with a copy to Owner's Advisor, stating the reasons for such action and the specific amount of the reduction, and promptly pay CM/GC any amount remaining after deduction of the amount so withheld. Owner shall promptly pay CM/GC the amount so withheld, or any adjustment thereto agreed to by Owner and CM/GC, if CM/GC remedies the reasons for such action. The reduction imposed will be binding on CM/GC unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.02.D.1 and subject to interest as provided in the Agreement.
- F. Where the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work, as measured by reference to the Schedule of Values, or present a potential conflict with the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost**, then Owner may require that CM/GC prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the ~~Guaranteed Maximum Price~~ **Independent Work Authorization Cost**, if any, through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 CM/GC's Warranty of Title

- A. CM/GC warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.04 Substantial Completion

- A. When CM/GC considers the entire Work ready for its intended use CM/GC shall notify Owner's Advisor in writing that the entire Work is substantially complete and request that Owner's Advisor issue a certificate of Substantial Completion. CM/GC shall at the same time submit to Owner's Advisor CM/GC's proposed punch list of items to be completed or corrected before final payment.
- B. Promptly after CM/GC's notification, Owner, CM/GC, Owner's Advisor, and Engineer will inspect the Work to determine the status of completion. If the Work is not determined to be substantially complete, Owner's Advisor will notify CM/GC in writing, giving the reasons for the determination.
- C. If the Work is deemed substantially complete, Owner's Advisor will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Owner's Advisor will attach to the certificate the Owner's Advisor's proposed punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Owner's Advisor as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Owner's Advisor, in consultation with Engineer, concludes that the Work is not substantially complete, Owner's Advisor will, within 14 days after submission of the preliminary certificate to Owner, notify CM/GC in writing that the Work is not substantially complete, stating the reasons for the conclusion. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Owner's Advisor, in consultation with Engineer, concludes that the Work is substantially complete, then Owner's Advisor will, within said 14 days, execute and deliver to Owner and CM/GC a final certificate of Substantial Completion, with a revised punch list of items to be completed or corrected, reflecting such changes from the preliminary certificate as Owner's Advisor believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and CM/GC will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and CM/GC agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the CM/GC shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases CM/GC may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude CM/GC from the Site after the date of Substantial Completion subject to allowing CM/GC reasonable access to remove its property and complete or correct items on the punch list.

15.05 Partial Use or Occupancy; Completion of Authorized Work

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Owner's Advisor, Engineer, and CM/GC agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with CM/GC's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that CM/GC permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when CM/GC agrees that such part of the Work is substantially complete, CM/GC, Owner, Owner's Advisor and Engineer will follow the procedures of Paragraph 15.04.A through 15.04.E for that part of the Work.
 - 2. At any time, CM/GC may notify Owner and Owner's Advisor in writing that CM/GC considers any such part of the Work substantially complete and request Owner's Advisor to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, CM/GC, Owner's Advisor and Engineer will inspect that part of the Work to determine its status of completion. If Owner's Advisor, in consultation with Engineer, does not consider that part of the Work to be substantially complete, Owner's Advisor will notify Owner and CM/GC in writing, giving the reasons for its determination. If Owner's Advisor, in consultation with the Engineer, considers that part of the Work to be substantially complete, then for that part of the Work the provisions of Paragraph 15.04 will apply with respect to certification of Substantial Completion, the Division of responsibility, and access.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.
 - 5. Neither the organization of the Work into Work Packages, nor the authorization of specified parts of the Work in a Work Authorization, establishes (a) that such packages or parts of the Work have been identified in the Contract Documents or otherwise as a part of the Work that Owner may use or occupy upon completion, or (b) that any such Work constitutes a separately functioning and usable part of the Work that upon completion can be used by Owner for its intended purpose without significant interference with CM/GC's performance of the remainder of the Work. The determination of whether any part of the Work qualifies for partial use or occupancy under this Paragraph 15.05 will be made on the merits without reference to Work Packages or Work Authorizations.
- B. Substantial Completion of Authorized Work
 - 1. When CM/GC considers the entire Work authorized under a specific Work Authorization is ready for its intended use, CM/GC shall notify Owner's Advisor in writing that such authorized Work is substantially complete and request that Owner's Advisor issue a

certificate of Substantial Completion applicable solely to such authorized Work. CM/GC shall at the same time submit to Owner's Advisor the CM/GC's proposed punch list of items to be completed or corrected before such authorized Work is deemed complete.

2. CM/GC, Owner, Owner's Advisor, and Engineer will follow the procedures of Paragraphs 15.04.A, B, C, E, and F for such authorized Work. The terms of Paragraph 15.04.D are not applicable to the determination of Substantial Completion of the Work authorized under a Work Authorization.
3. Until Substantial Completion of the entire Work under this Contract under Paragraph 15.04, such authorized Work will not be eligible for Owner's use or occupancy, unless otherwise eligible for partial use or occupancy under Paragraph 15.05.A; the determination of a date of Substantial Completion for such authorized Work will not mark the commencement of the contractual correction period and applicable warranties required by the Contract for such authorized Work; and the authorized Work will remain the responsibility of CM/GC.

15.06 Final Inspection

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

15.07 Final Payment

A. Application for Final Payment

1. After Owner's Advisor, in consultation with Engineer, determines that CM/GC has (a) satisfactorily completed all corrections identified during the final inspection, (b) has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, as provided in Paragraph 7.15, and other documents, and (c) completed performance of all services required by the Contract, CM/GC may make application for final payment.
2. The final Application for Payment must be accompanied, except as previously delivered by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects or will so pass upon final payment;
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers, satisfactory to Owner, of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.07.A.2 and as approved by Owner, CM/GC may furnish receipts or releases in full and an affidavit of

CM/GC that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CM/GC may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to CM/GC and specified Subcontractors and Suppliers.

- B. Owner's Advisor's Review of Final Application and Recommendation of Payment—If, on the basis of Owner's Advisor's observation of the Work during construction and final inspection, consultation with Engineer regarding completion, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Advisor is satisfied that CM/GC has completed the Work and fulfilled CM/GC's other obligations under the Contract, Owner's Advisor will, within 10 days after receipt of the final Application for Payment, indicate in writing Owner's Advisor's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Owner's Advisor's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Owner's Advisor will return the Application for Payment to CM/GC, indicating in writing the reasons for refusing to recommend final payment, in which case CM/GC shall make the necessary corrections and complete the Work and all remaining services, and resubmit the Application for Payment.
- C. Notice of Acceptability of the Work—In support of its recommendation of payment of the final Application for Payment, Owner's Advisor, with Engineer's express approval, will also give written notice to Owner and CM/GC that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.08.
- D. Completion of Work—The Work is complete, subject to surviving obligations, when it is ready for final payment as established by the Owner's Advisor's written recommendation of final payment and issuance of Notice of Acceptability of the Work.
- E. Final Payment Becomes Due—Upon receipt from Owner's Advisor of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Owner's Advisor for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to CM/GC within 30 days of Owner's receipt of the final Application for Payment from Owner's Advisor.

15.08 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by CM/GC, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by CM/GC will constitute a waiver by CM/GC of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim or appealed under the provisions of Article 17.

15.09 Correction Period

- A. Scheduled Correction Period Inspection—Within one month before the end of the Contract’s correction period, CM/GC will participate in an inspection of the Work with the Owner, Owner’s Advisor, and Engineer to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by CM/GC.
- B. If within one year after the date of Substantial Completion, or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents, Owner gives CM/GC written notice that any Work has been found to be defective, whether as a result of the scheduled correction period inspection or otherwise, or that CM/GC’s repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect CM/GC shall promptly, without cost to Owner and in accordance with Owner’s written instructions:
 - 1. return to the Site with Owner, Owner’s Advisor and Engineer to inspect any apparent or discovered defects in the Work, or unrepaired damage to the Site or adjacent areas;
 - 2. consult with Owner’s Advisor and Engineer regarding recommendations as to replacement or correction of such defective Work, or the repair of any damage;
 - 3. correct the defective repairs to the Site or such adjacent areas;
 - 4. correct such defective Work;
 - 5. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 6. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- C. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.20.B.
- D. If, after receipt of a notice of defect within 60 days and within the correction period, CM/GC does not promptly comply with the terms of Owner’s written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. CM/GC shall pay all costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such correction or repair or such removal and replacement, including but not limited to all costs of repair or replacement of work of others. CM/GC’s failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

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

ARTICLE 16—SUSPENSION AND TERMINATION

16.01 Owner May Suspend CM/GC Services or Work

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

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by CM/GC and justify termination for cause:
 - 1. CM/GC's persistent failure to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule;
 - 2. Failure of CM/GC to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. CM/GC's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. CM/GC's repeated disregard of the authority of Owner, Owner's Advisor or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving CM/GC and any surety 10 days' written notice that Owner is considering a declaration that CM/GC is in default and termination of the Contract, Owner may proceed to:
 - 1. declare CM/GC to be in default, and give CM/GC, and any surety, written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude CM/GC from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for

which Owner has paid CM/GC but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if CM/GC within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, CM/GC shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages, including but not limited to all fees and charges of Owner's Advisors, engineers, architects, attorneys, and other professionals, sustained by Owner, such excess will be paid to CM/GC. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, CM/GC shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Owner's Advisor as to their reasonableness and, when so approved by Owner's Advisor, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where CM/GC's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against CM/GC then existing or which may thereafter accrue, or any rights or remedies of Owner against CM/GC or any surety under any payment bond or performance bond. Any retention or payment of money due CM/GC by Owner will not release CM/GC from liability.
- G. If and to the extent that CM/GC has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to CM/GC and Owner's Advisor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, CM/GC shall be paid for without duplication of any items:
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. CM/GC shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 CM/GC May Stop Work or Terminate

- A. If, through no act or fault of CM/GC, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner's Advisor

fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay CM/GC any sum finally determined to be due, then CM/GC may, upon 7 days' written notice to Owner and Owner's Advisor, and provided Owner or Owner's Advisor do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner's Advisor has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay CM/GC any sum finally determined to be due, CM/GC may, 7 days after written notice to Owner and Owner's Advisor, stop the Work until payment is made of all such amounts due CM/GC, including interest thereon. The provisions of this paragraph are not intended to preclude CM/GC from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CM/GC's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. Disputes Subject to Final Resolution—The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and CM/GC concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. Final Resolution of Disputes—For any dispute subject to resolution under this article, Owner or CM/GC may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Owner's Advisor, CM/GC, or Engineer when required, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

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

18.03 Cumulative Remedies

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

18.04 Limitation of Damages

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

18.05 No Waiver

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

18.06 Survival of Obligations

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

18.07 Controlling Law

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

18.08 Assignment of Contract

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

18.09 Successors and Assigns

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

18.10 Headings

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

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

**ALSO KNOWN AS CONSTRUCTION MANAGER AT RISK SERIES (CMAR);
(ADAPTED FROM CMAR-800)**

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

These Supplementary Conditions amend or supplement EJCDC® CMAR-700, Standard General Conditions of the Construction Manager at Risk Contract (Construction Manager/ General Contractor) (2023). The General Conditions remain in full force and effect except as amended.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added: for example, "Paragraph SC-4.05" references modifications to General Conditions Paragraph 4.05.

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

SC-2.01 Delete Paragraph 2.01.C. in its entirety.

2.02 Copies of Documents

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

“Owner shall furnish to CM/GC **[zero (0)]** printed copies of the Contract Documents, including one fully signed counterpart of the Agreement, and **[one copy]** in electronic portable document format (PDF).”

ARTICLE 3—CONTRACT DOCUMENTS—INTENT, REQUIREMENTS, REUSE

3.01 Intent

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

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

- E. The following reports of exploration and tests of subsurface conditions at or adjacent to the site are known to the owner:
 - a. No known reports for the Site.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following reports regarding Hazardous Environmental Conditions at the site are known to the owner:
 - a. No known reports for the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. After Substantial Completion, CM/GC shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of [5] percent of the final Contract Price. The warranty bond period will extend to a date [1] years after Substantial Completion of the Work. CM/GC shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment.
2. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.
3. Bonds. All construction contracts exceeding one hundred thousand dollars (\$100,000) shall require the contractor to furnish the following bonds prior to the signing of any final contract:
 - a. Performance bond with a corporate surety qualified to do business in the state of Alaska, the amount of the performance bond shall be equivalent to the amount of the payment bond;
 - b. Payment Bond. A payment bond with a corporate surety qualified to do business in the state of Alaska.
 - 1) When the total amount payable by the terms of the contract is not more than one million dollars (\$1,000,000), the payment bond shall be in sum equal to one-half (1/2) the total amount payable by the terms of the contract.
 - 2) When the total amount payable by the terms of the contract is more than one million dollars (\$1,000,000) but not more than five million dollars (\$5,000,000), the payment bond shall be in a sum of forty (40) percent of the total sum payable by the terms of the contract.
 - 3) When the total amount payable by the terms of the contract is more than five million dollars (\$5,000,000), the payment bond shall be in the sum of two million five hundred thousand dollars (\$2,500,000).

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. CM/GC may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been

accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Delete Paragraph 6.02.E. in its entirety.

6.03 CM/GC's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. Other Additional Insureds—As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds, in addition to Owner, Owner's Advisor, and Engineer, the following:
1. City of Bethel
 2. DOWL
- E. Workers' Compensation and Employer's Liability—CM/GC shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation, from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions.

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Employer's Liability	
Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$1,000,000
Bodily injury/disease aggregate	\$1,000,000

- F. Commercial General Liability—Claims Covered—CM/GC shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of CM/GC, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than CM/GC's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. Commercial General Liability—Form and Content. CM/GC's commercial liability policy must be written in a 1996, or later, Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.

- a. Such insurance must be maintained for three years after final payment.
 - b. CM/GC shall furnish Owner and each other additional insured, as identified in the Supplementary Conditions or elsewhere in the Contract, evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of CM/GC's contractual indemnity obligations in Paragraph 7.21.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through both ISO Endorsements CG 20 10 04 13 and CG 20 37 04 13. For design professional additional insureds, ISO Endorsement CG 20 32 04 13 "Additional Insured: Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. Commercial General Liability—Excluded Content. The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard ISO definition of "insured contract," except to delete the railroad protective liability exclusion if CM/GC is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property.
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the CM/GC's vicarious liability, strict liability, or statutory liability, other than worker's compensation.
 6. Any limitation or exclusion based on the nature of CM/GC's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. Commercial General Liability—Minimum Policy Limits

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. Automobile Liability—CM/GC shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of

the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	\$1,000,000

- K. Umbrella or Excess Liability—CM/GC shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$4,000,000
General Aggregate	\$4,000,000

- L. Contractor’s Pollution Liability Insurance—CM/GC shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from CM/GC’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor’s Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$N/A
General Aggregate	\$N/A

- M. Contractor’s Professional Liability Insurance—CM/GC shall purchase and maintain professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by CM/GC or by others for whom CM/GC is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor’s Professional Liability	Policy limits of not less than:
Each Claim	\$N/A
Annual Aggregate	\$N/A

- N. Unmanned Aerial Vehicle Liability Insurance—If CM/GC uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, CM/GC shall purchase and maintain UAV liability insurance in the amounts stated; name Owner, Owner’s Advisor, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming CM/GC’s compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Occurrence	\$TBD, if needed
Privacy Injury Aggregate	\$TBD, if needed

6.04 Builder's Risk and Other Property Insurance

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. Builder's Risk Requirements—The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following perils: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage, other than that caused by flood.
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and CM/GC.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
3. cover expenses incurred in the repair or replacement of any insured property, including but not limited to fees and charges of contractors, owners representatives, engineers, and architects.
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site, but not including property stored at the premises of a manufacturer or Supplier. If this coverage is subject to a sublimit, such sublimit will be a minimum of **\$[amount]**.
5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of **\$[amount]**.

6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.07.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, CM/GC, Subcontractors of every tier, and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, CM/GC, and Subcontractors of every tier, include as insureds the following:
 - a. Bethel
 - b. DOWL
11. The party responsible for purchasing and maintaining the builder's risk insurance is responsible for insurable losses in excess of the coverage limits. To avoid such losses, such responsible party will:
 - a. from time to time as needed during the term of the Contract, increase the builder's risk policy limits to adequate levels based on estimated replacement value, as a reimbursable expense.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

- G. Coverage for Completion Delays—The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical loss or damage to covered property. Such coverage will include, without limitation, fixed expenses, and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and construction management, engineering, or other consultants' fees, if not otherwise covered.

ARTICLE 7—CM/GC'S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 8—OTHER WORK AT THE SITE

8.02—Coordination

~~SC 8.02—Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:~~

- C. ~~Owner intends to contract with others for the performance of other work at or adjacent to the Site.~~
 1. ~~[Here identify individual or entity] shall have authority and responsibility for coordination of the various contractors and work forces at the Site;~~

2. ~~The following specific matters are to be covered by such authority and responsibility:
[Here itemize such matters];~~
3. ~~The extent of such authority and responsibilities is: [Here provide the extent].~~

ARTICLE 9—OWNER’S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10—STATUS OF OWNER’S ADVISOR AND ENGINEER DURING CONSTRUCTION

No suggested Supplementary Conditions in this Article.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—ALLOWANCES; UNIT PRICE WORK

No suggested Supplementary Conditions in this Article.

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

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CM/GC; SET OFFS; COMPLETION; CORRECTION PERIOD

15.02 Progress Payments

SC-15.02.D Replace paragraph 1. with the following:

1. Thirty days after Owner’s Advisor’s presentation of the Application for Payment to Owner with Owner’s Advisor’s recommendation, the amount recommended, subject to any Owner set-offs, will become due, and when due will be paid by Owner to CM/GC.

15.04 Substantial Completion

SC-15.04 Add the following to the end of Paragraph 15.04.B:

“If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by OA and Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by CM/GC to Owner. If CM/GC does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.”

ARTICLE 16—SUSPENSION AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.02 Arbitration

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 Choice of Law/Dispute Resolution

- A. This Agreement shall be governed by Alaska state and local law. Any litigation brought with respect to this Agreement shall be filed in the superior court for the State of Alaska, Fourth Judicial District at Bethel.

17.03 Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, considering the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

ARTICLE 19—FEDERAL REQUIREMENTS

19.01 This Project has been funded, in whole or in part, with federal grant funds. The following federal funding conditions apply to all aspects of work funded through this Agreement.

19.02 AMERICAN IRON & STEEL COMPLIANCE STATEMENT

The Consolidated Appropriations Act of 2014 (Public Law 113-76) includes an American Iron and Steel (AIS) requirement. Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) assistance recipients are required to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works and if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014. The expiration date was amended multiple times and the expiration was removed in 2021. All parties are required to comply with these requirements and to ensure all iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. If the Contractor elects to use the AIS DeMinimis waiver, a copy of the AIS DeMinimis Waiver Tracking system is attached and may be used.

SECTION 01 00 00
GENERAL REQUIREMENTS

PART 1 - SCOPE OF WORK

1.01 PROJECT INFORMATION

- A. Project Identification: Water Plant and Facility Controls and Automation
- B. Owner: City of Bethel Public Works Department.
 - 1) City's Representative: William Arnold
 - 2) Owner Representative: DOWL; 5015 Business Park, Suite 4000, Anchorage AK 99503. Phone Number: 907-562-2000.
- C. Engineer: DOWL; 5015 Business Park, Suite 4000, Anchorage AK 99503. Phone Number: 907-562-2000

1.02 GENERAL

- A. The Project consists of utilizing the Construction Manager / General Contractor (CM/GC) method to provide pre-construction and construction services for the Water Plant and Facility Controls and Automation project.

1.03 CONTRACTOR USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall not disturb portions of the area, including the existing community center, beyond the project site in which Work is indicated.
 - 1) Operation of the water treatment plants shall continue through the duration of construction.
 - 2) Access to the water treatment plants shall be coordinated with the City of Bethel.

1.04 PUBLIC RELATIONS

- A. The Contractor shall communicate to the public any water shutdowns at least 72 hours in advance to the community.
- B. Contractor shall familiarize themselves with the area and plan accordingly.

PART 2 - PRE-CONSTRUCTION REQUIREMENTS

- A. Photographs and videos will be taken showing details of existing conditions to ensure complete restoration after the project.

PART 3 - EXTRA OR DISPUTED WORK REPORTS

- A. If payment for work performed is to be based on time and materials, or if a claim is contemplated in which time and material reports would assist in settling the claim, the

Contractor shall maintain adequate records on the Daily Report forms available from the Engineer. The reported work shall have the Engineer's and/or Resident Project Representative's signature to indicate his concurrence prior to being submitted to the Engineer or Contract Administrator within 48 hours of the time the work was performed. Concurrence by the Resident Project Representative does not indicate agreement to or authorization of "extra work" or "extra payment" but rather indicates agreement that the work effort recorded during that time period was in fact done.

PART 4 - MATERIAL TESTING AND INSPECTION

4.01 CONTRACTOR'S OBLIGATION

- A. The Contractor shall obtain and pay for all testing that may be necessary to qualify Contractor-furnished materials for use in the work. This shall include material quality tests, mix designs, equipment and plant calibration, and other similar tests required to qualify Contractor-furnished materials for compliance with the specifications. The Contractor shall submit test results to the Engineer sufficiently in advance of the work so that approval to proceed is received by the Contractor prior to using that material in the work.
- B. Samples of material required for testing shall be furnished by the Contractor.
- C. The Contractor is responsible for coordinating with the Resident Project Representative and requesting all testing, including any field testing paid for by the Owner.
- D. The Contractor shall pay for all failing field tests performed to monitor construction control of the materials used in the work.
- E. Payment for failing field tests will be deducted from any amounts due or to become due to the Contractor.
- F. Contractor to verify the Owner supplied items are not damaged or defective. Damage and defective items shall not be used for this project.

4.02 OWNER'S OBLIGATION

- A. The Owner may choose to retain a Resident Project Representative. The owner would pay for a Resident Project Representative during the construction.

PART 5 - WEATHER LIMITATIONS

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

PART 6 - NOTICE TO BE GIVEN

- A. Contractor shall notify the Engineer's Resident Project Representative at least 72 hours prior to the following:
 - 1) Disruptions in utility services.
 - 2) Any Material or Quality Control Testing as indicated in the Specifications.

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

- A. The prevailing wage rates set by the U.S. Department of Labor for the locality where the work is performed apply to this project, in compliance with the Davis-Bacon Act. See supplemental information for Davis-Bacon Act requirements.

PART 8 - EXECUTION OF WORK**8.01 SURVEY CONTROL**

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

8.02 DISTURBING EXISTING MONUMENTS AND PROPERTY CORNERS

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

8.03 CONSTRUCTION SURVEY

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

PART 9 - AS-BUILTS**9.01 GENERAL**

- A. The Contractor shall provide the Owner as-built information on all construction. This information will include copies of the Contractor's field survey notes and a set of the Drawings red-lined with as-built information.

Items to be as-built by the Contractor include any item that deviates from the plans or is Contractor designed, including, but not limited to, pipe route modifications, all installed pipe support locations and details, all installed instrument locations and details, equipment pad final locations and sizes, any required modifications, or other information required to ensure a complete and accurate set of record drawings are delivered to the Owner and the State of Alaska Department of Environmental Conservation.

B. Control

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

C. Survey Notes

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

END OF SECTION 01 00 00

SECTION 01 33 00
SUBMITTALS PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The work of this section consists of submittal requirements before and during construction.

1.02 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

A. General Procedures:

- 1) As specified in the individual sections, forward submittals to Engineer at least 30 days before need for approval. Engineer will establish an electronic submittal registry for this project through Newforma Info Exchange (<https://infoexchange.newforma.com/>), or Submittal Exchange. Engineer will provide training for use of the Exchange and supply a template submittal cover page for entry of submittal information.
- 2) Coordinate all submittals and review them for legibility, accuracy, completeness, and compliance with contract requirements. Forward submittals that are related to or affect one another as a package to facilitate coordinated review.
- 3) Submittals will not be accepted for review if identification or approval stamps are missing or are placed on the back of the submittal, an incorrect number of submittals are submitted, the transmittal form is incorrectly filled out, submittals are not coordinated, or submittals do not show evidence of Contractor's approval.
- 4) Engineer reserves the right to require submittals in addition to those called for in individual sections.
- 5) Submittals must be organized by specification section and each submittal section must be labeled with the proper item tag number or other identification name or number (i.e. equipment tag, instrument tag, valve tag) when applicable.

B. Specific Procedures:

- 1) Shop Drawings: Identify each copy of shop drawings with contract drawing number in lower right corner.
- 2) Samples: Samples shall be large enough to clearly illustrate the functional characteristics and full range of color, texture, or pattern.
- 3) Manufacturers' Literature: Submit only pertinent pages; mark each copy of standard printed data to identify products referenced in specification section.

C. Engineer Approval:

- 1) Engineer will indicate approval or disapproval of each submittal and the reasons for disapproval.
- 2) After Engineer review, revise and resubmit as required. Identify changes made since previous submittal.
- 3) When Engineer has approved submittals, Contractor's copies will be returned. Any work done before approval shall be at Contractor's own risk. No payment shall be made for any work performed without an approved submittal.

1.03 APPROVED EQUALS

- A. For each item proposed as an "approved equal," submit a separate request that is clearly marked as an "approved equal request" to the Engineer. With each request submit supporting data, including:
 - 1) Drawings and samples as appropriate.
 - 2) Comparison of the qualities of the proposed item with that specified.
 - 3) Changes required in other elements of the work because of the substitution.
 - 4) Name, address, and telephone number of vendor.
 - 5) Manufacturer's literature regarding installation, operation, and maintenance, including schematics for electrical and hydraulic systems, lubrication requirements, and parts lists. Describe availability of maintenance service, and state source of replacement materials.
- B. A request for approval constitutes a representation that Contractor:
 - 1) Has investigated the proposed item and determined that it is equal or superior in all respects to that specified.
 - 2) Will provide the same warranties for the proposed item as for the item specified.
 - 3) Has determined that the proposed item is compatible with interfacing items.
 - 4) Will coordinate the installation of an approved item and make all changes required in other elements of the work because of the substitution.
 - 5) Waives all claims for additional expenses that may be incurred as a result of the substitution.
- C. The Engineer has final determination whether or not an item is approved and considered equal.

1.04 MANUFACTURER'S INSTALLATION INSTRUCTIONS

- A. When contract documents require compliance with manufacturer's printed instructions, provide one complete set of instructions for Engineer and keep another complete set of instructions at the project site until substantial completion.

PART 2 – PRODUCTS: (NOT USED).

PART 3 – EXECUTION: (NOT USED).

END OF SECTION 01 33 00

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	<i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature)(Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

WARRANTY BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Insert address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Construction Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract] Contract's Date of Substantial Completion: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] Modifications to this Bond form: ☐ None ☐ See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until [insert number of years, typically either two or three] years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
By: _____ <i>(Full formal name of Contractor)</i> _____ <i>(Signature)</i>	By: _____ <i>(Full formal name of Surety) (corporate seal)</i> _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

17. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
18. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
19. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
20. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
21. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
22. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
23. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
24. Definitions
 - 24.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 24.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 24.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 24.4. *Substantial Completion*—As defined in the Construction Contract.
 - 24.5. *Work*—As defined in the Construction Contract.
25. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

26. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
27. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
28. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
29. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
30. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 30.1. Claimants who do not have a direct contract with the Contractor
 - 130..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 130..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 30.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
31. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
32. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 32.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 32.2. Pay or arrange for payment of any undisputed amounts.
 - 32.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

33. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
34. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
35. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
36. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
37. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
38. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
39. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
40. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
41. Definitions
- 41.1. *Claim*—A written statement by the Claimant including at a minimum:
- 141..1. The name of the Claimant;
 - 141..2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 141..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 141..4. A brief description of the labor, materials, or equipment furnished;

- 141..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 141..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 141..7. The total amount of previous payments received by the Claimant; and
- 141..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 41.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 41.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 41.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 41.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
42. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
43. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

City of Bethel Action Memorandum

Action memorandum No.	26-17		
Date action introduced:	August 11, 2026	Introduced by:	Lori Strickler, City Manager
Date action taken:	August 11, 2026	Approved	Denied
Confirmed by:			

Action Title: Authorize the City Manager and Purchasing Agent to initiate an order for \$55,000 to purchase salt for streets and roads.

Attachment(s): AML Barge Deadline

Account information:		Amount of fiscal impact:
100-66	Materials, Supplies & Services for Streets and Roads	\$55,000

Summary Statement

The Administration has identified the need to purchase additional road salt for the upcoming winter season following the determination that the planned rehabilitation of the City's sand shed was not feasible for winter sand storage. As a result, the City must continue storing its winter sand outdoors, requiring the addition of road salt to prevent the material from freezing.

To fund this unanticipated expense, the Administration has presented two budget amendments to the City Council that would transfer funding from the capital budget to the operating budget. The public hearing and anticipated Council action on these budget amendments are scheduled for August 25, 2026.

Due to the vendor's ordering timeline and the final Seattle barge departure on August 31, waiting until after Council approval would not provide sufficient time to complete the purchase process, coordinate with the vendor, and ensure shipment before the seasonal transportation deadline.

Accordingly, the Administration is requesting authorization to initiate a purchase order in the amount of \$55,000 prior to Council approval of the budget amendment, contingent upon the subsequent appropriation of funds by the City Council. This authorization is requested solely to secure timely ordering and shipment of the material necessary for winter operations.

The City has an existing contract with the vendor that authorizes this purchase without the need for a separate competitive solicitation.



2026 SAILING SCHEDULE TO WESTERN ALASKA

From Seattle and Anchorage

VOYAGES	W6001	W6002	W6003A	W6003B	W6004	W6005	W6006	W6007A	W6007B ARCTIC	W6008A	W6008B	W6009
Seattle Cutoff	Apr 6	Apr 6	Apr 20	May 4	Apr 27 Fishermen's LCL gear deadline Apr 24	May 18	Jun 1	Jun 15	Jun 22	Jul 20	Jul 27	Aug 31
Seattle Departure	Apr 10	Apr 10	Apr 24	May 8	May 1	May 22	Jun 5	Jun 19	Jun 26	Jul 25	Jul 31	Sep 4
Anchorage Cutoff	No service from Anchorage	Apr 16	Apr 30	May 14	No service from Anchorage (see W6003B)	May 28	Jun 11	Jun 25	Jul 2	Jul 30	Aug 6	Sep 10
SEATTLE TERMINAL 6110 W Marginal Way SW Seattle, WA 98106 ANCHORAGE 660 Western Drive Anchorage, AK 99501 phone: (907) 770-4053 fax: (907) 272-8152 BETHEL phone: (907) 543-4649 NAKNEK/DILLINGHAM phone: (907) 246-6667 NOME/KOTZEBUE phone: (907) 443-5738	PORTS OF CALL	Dillingham (f) Naknek (f) (f) Freeze cargo and herring supplies are priority	Dillingham Dutch Harbor Naknek	Bethel Dutch Harbor	Dillingham (a) Dutch Harbor Naknek (a) Nome (a) Service from Anchorage only	Dillingham Naknek	Bethel Dillingham Dutch Harbor Naknek	Bethel Dillingham Dutch Harbor Naknek	Dutch Harbor Nome	Dutch Harbor Kotzebue Naknek Nome	Bethel Dillingham Dutch Harbor	Bethel Dillingham Dutch Harbor Naknek Nome
		Bristol Bay Villages A, B (freeze only)	Bristol Bay Villages A, B		Bristol Bay Villages A (a)	Bristol Bay Villages A	Bristol Bay Villages A	Bristol Bay Villages A	Bristol Bay Villages A, B			
				Coastal Villages							Coastal Villages	
				Kuskokwim Villages A, B, C, D					Kuskokwim Villages A, C, D		Kuskokwim Villages A, B	
					Norton Sound Villages A, B					Arctic Villages		
					Lower Yukon River Villages			Kotzebue Sound Villages		Norton Sound Villages B	Norton Sound Villages A	
										Lower Yukon River Villages		

Dutch Harbor/Kodiak Schedule				Arctic Villages		Bristol Bay Villages		Coastal Villages		Kotzebue Sound Villages		Kuskokwim River Villages				Norton Sound Villages		Lower Yukon River Villages	
	Seattle Cutoff	Seattle Departure	Ports	Barrow (Utqiagvik) Kaktovik Point Hope Point Lay Prudhoe Bay Wainwright		A	B	Chefornak	Mertarvik	Buckland Deering Kiana Kivalina Noorvik Selawik Shishmaref		A	B	C	D*	A Brevig Mission Elim Golovin Koyuk Shaktoolik St. Michael Stebbins Tin City Unalakleet		Alakanuk Emmonak Kotlik Mountain Village Nunam Iqua Pilot Station St. Mary's	
D6001	Jan 19	Jan 23	Dutch Harbor, Kodiak			Big Creek	Egegik	Chevak	Nightmute			Akiachak	Eek	Atmautluak	Chuathbaluk				
D6002	Feb 9	Feb 13	Dutch Harbor, Kodiak			Ekuk	South Naknek	Goodnews Bay	Platinum			Akiak	Napakiak	Kasigluk	Crooked Creek				
D6003	Feb 23	Feb 27	Dutch Harbor, Kodiak			Togiak Fish	Togiak Village	Hooper Bay	Quinhagak			Aniak	Napaskiak	Nunapitchuk	Napaimuit				
D6004	Mar 9	Mar 13	Dutch Harbor, Kodiak					Kipnuk	Scammon Bay			Kalskag	Oscarville	Tuluksak	Red Devil				
D6005	Mar 23	Mar 27	Dutch Harbor, Kodiak					Kongiganak	Toksook Bay			Kwethluk	Tuntutuliak		Sleetmute				
D6006	Jun 15	Jun 20	Dutch Harbor, Kodiak					Kwigillingok	Tununak						Stony River				
D6007	Jul 6	Jul 10	Dutch Harbor, Kodiak					Mekoryuk							*LCL freight is not accepted for these ports; cargo can be taken to Bethel				
D6009	Aug 17	Aug 21	Dutch Harbor, Kodiak																

For more information and booking: (800) 426-3113 or (206) 763-3000 | cswakhi@lynden.com | www.shipaml.com

Project freight for communities not scheduled will be considered on an inducement basis. Village service is subject to water level and freight volume considerations. Please visit our website for the latest updates.



Seattle Receiving Guide

For all cargo shipping to **Western Alaska**



Ready to ship? Follow these easy steps:

Step 1: Required for all shipments – Fill out an AML Bill of Lading (BOL) on our [website](#).

Step 2: Required for all shipments – Book your shipment by [submitting our form](#) or [contact us](#).

Step 3: Schedule an appointment to drop off your shipment by going to www.lynden.com/aml/appointment or scan the QR code.



Step 4: Drop off your shipment at our [Seattle Terminal 115](#) – 6110 W Marginal Way SW, Seattle, WA 98106

Customer Service

Phone: 800-426-3113

Email: cswakhi@lynden.com

Terminal Hours of Operation

Mon–Fri: 7 am – 5 pm (*final warehouse receiving at 3:30pm*)
(SLC or Breakbulk cargo accepted until 5pm)

Sat–Sun: Closed

Tips to reduce wait times for Western Alaska cargo

- Have your booking number and a completed AML Bill of Lading (BOL) ready when you arrive.
- Shipments can be dropped off **as early as 30 days** prior to voyage departure date. We recommend dropping your shipment off early, if possible.
- Our busiest days are Monday – Wednesday, typically from 7 am to 1 pm. We suggest delivering your cargo on Thursdays and Fridays.

Important Reminders:

- At this time, we are only able to transport gas/diesel and non-plugin hybrid vehicles.
- Smaller (LCL) shipments can be delivered at any time Monday through Friday from 6 am to 10:45 am or 11:15 am to 3:30 pm.
- All shipments delivered to our Seattle terminal now require an appointment. To schedule, please visit www.lynden.com/aml/appointment or contact our customer service team at (206) 892-2686 or bbreceiving@lynden.com.
- Unless you have established credit with AML, prepayment is required to transport your cargo. Please pay in advance or in-person when dropping off your shipment.



Temperature-Controlled Cargo: FCL/LCL frozen cargo is *only accepted on the first northbound voyage* of the season and must be noted on the BOL. We accept frozen cargo as early as 2 weeks prior to cutoff. Chill or KFF cargo is not offered on any northbound sailings to Western Alaska.

CUSTOMER SERVICE HOTLINES

Seattle: (800) 426-3113 | www.shipaml.com

Anchorage Receiving Guide

For all cargo shipping to **Western Alaska**



Ready to ship? Follow these easy steps:

Step 1: Required for all shipments – Fill out an AML Bill of Lading (BOL) on our [website](#).

Step 2: Required for all shipments – Book your shipment by [submitting our form](#) or [contact us](#).

Step 3: Drop off your shipment at our [Anchorage Terminal](#) – 660 Western Drive, Anchorage, AK 99501

Step 4: Please see Important Reminders section for types of shipments that require an appointment.

Customer Service

Phone: 800-426-3113

Email: cswakhi@lynden.com

Terminal Hours of Operation

Mon–Fri: 7 am – 5 pm (*final warehouse receiving at 4:30pm*)
(SLC or Breakbulk cargo accepted until 5pm)

Sat–Sun: Closed

Tips to reduce wait times for Western Alaska cargo

- Have your booking number and a completed AML Bill of Lading (BOL) ready when you arrive.
- Shipments can be dropped off **as early as 10 days prior** to voyage departure date. We recommend dropping your shipment off early, if possible.
- Our busiest days are Monday – Wednesday, typically from 11 am to 2 pm. We suggest delivering your cargo on Thursdays and Fridays.

Important Reminders:

- At this time, we are only able to transport gas/diesel and non-plug-in hybrid vehicles.
- Smaller (LCL) shipments can be delivered any time during regular business hours.
- Breakbulk, flatbed loads (palletized or loose) and Shipper Loaded Containers (SLC) are first come, first served during regular business hours.
- Oversized loads or loads requiring a crane will need an appointment. Please contact our Anchorage receiving group at anchorageceiving@lynden.com or 907-770-4053 to schedule.
- Unless you have established credit with AML, prepayment is required to transport your cargo. Please pay in advance or in-person when dropping off your shipment.

CITY OF BETHEL

City Manager's Report June 3- June 17, 2026



Administration

Collective Bargaining Agreement Negotiations

Administration continues meeting with the City's bargaining unit to negotiate a successor Collective Bargaining Agreement. Negotiations remain ongoing as both parties continue working through operational, compensation, and benefit proposals.

Notices of Retirement

The City has received retirement notices from two long-serving employees.

Cheryl Bartlett has announced her retirement after many years of dedicated service. Before joining the City, Cheryl worked for one of the City's utility contractors for approximately twelve years. Many residents know Cheryl through her work assisting customers with their water and sewer utility accounts, and her commitment to serving the public will certainly be missed.

Mike Mendenhall, the City's Hauled Services Foreman, has also announced his retirement effective at the end of August. Mike has dedicated 25 years to the City and possesses an incredible amount of institutional knowledge about our hauled utility operations. His experience and leadership have been invaluable, and we wish him all the best in retirement.

Classification and Compensation Study

Human Resources has received the final draft job descriptions from the Classification and Compensation Study consultant. Staff are currently reviewing the documents prior to implementation.

Partnerships/Meetings

Seventh-day Adventist Conference

Administration recently met with representatives from the Alaska and Federal Conferences of Seventh-day Adventists. The organization is exploring opportunities to expand its community outreach efforts and increase its presence in Bethel. It was a productive discussion, and I look forward to seeing whether additional partnerships develop from their interest in serving our community.

Steamboat Slough Derelict Vessel Project

Administration met with the Alaska Department of Natural Resources (DNR) to review the findings from its recent derelict vessel assessment of Steamboat Slough. This meeting marked one of the most encouraging milestones in the project to date.

DNR identified sixteen derelict barges during its field assessment and has already made significant progress researching ownership. Several barges remain without identifiable owners, and the City and DNR will soon begin issuing public notices in an effort to identify the responsible parties.

In the last two months, DNR has made more progress on this issue than many agencies have over the past two decades. Once DNR finalizes its report, Administration will forward the findings to both the U.S. Army Corps of Engineers and the U.S. Coast Guard and request each agency evaluate the conditions within Steamboat Slough under their respective authorities. The City's Grant Manager has also submitted the updated project plan to EPA for review. This project continues to gain momentum after many months of coordination.

University of Texas Research Partnership

The City continues its long-standing partnership with the University of Texas, whose researchers conduct infrastructure-related studies throughout Bethel.

Their current research involves monitoring movement within the City's water and sewer infrastructure using solar-powered sensors attached to residential utility lines. This work has particular value in the Housing Subdivision, where the gravity-fed utility system is heavily influenced by shifting permafrost and pilings.

Administration recently met with the research team to review the project's progress. Early results are promising, and the researchers are evaluating opportunities to expand the monitoring network within the Housing Subdivision. The additional data could significantly reduce the staff time currently required to manually measure and monitor gravity sewer line elevations.

Operations

Senator Hoffman's Retirement Celebration

Several members of the City team—including Council Members Alicia Miner, Kelsi Kime, Pam Conrad, Greg Schiedler, and the City Manager, attended Senator Lyman Hoffman's retirement celebration on Sunday. The event was well organized and provided the community an opportunity to recognize Senator Hoffman's decades of service to Bethel and the State of Alaska.

As a co-host, the City had the opportunity to offer remarks and present Senator Hoffman with a retirement gift. Staff assembled a collection of Bethel-themed items along with a photograph from a local artist. We later received word that the Senator greatly appreciated the gift and especially enjoyed the Bethel swag.

Department Goal Setting

Administration is conducting mid-year one-on-one meetings with each department head to discuss accomplishments, operational challenges, and priorities for the next six months. These meetings provide an opportunity to identify opportunities for collaboration, address resource needs, and ensure departments remain aligned with the City's strategic goals.

Organizational Training

Finance will provide budget management and procurement training for department heads and foremen on August 12. The training will focus on interpreting year-to-date budget reports and reinforcing procurement requirements established under Title 4 of the Bethel Municipal Code.

Additional organizational training is planned later this year covering payroll procedures, leave reporting, and timekeeping expectations.

Finance and Administration are also implementing an updated workflow for departmental purchasing card transactions. This improvement was identified during internal review as an opportunity to strengthen purchasing controls and reduce future audit risks.

Leave Request and Reporting Procedure

With the City's online leave and timekeeping system now functioning effectively for the majority of employees, Administration has finalized and distributed a Leave Request and Reporting Procedure for department heads and non-represented employees. While Chapter 3 of the Bethel Municipal Code establishes the City's leave policies, the new procedure provides practical guidance for requesting leave, reporting time, and documenting work performed while on leave. The goal is to provide greater consistency and clarity as we continue improving payroll and leave administration.

Payroll Processing Improvements

Administration has implemented a revised payroll processing schedule. Historically, payroll was finalized by Wednesday, leaving little time to review employee time records and process last-minute payroll changes. Under the new process, departments have additional time to review employee time reporting before payroll is finalized on Friday. This change provides Finance with additional time to perform detailed payroll reviews while improving payroll accuracy and reducing processing errors.

Information Technology

Administration continues working with our IT contractor to strengthen the City's technology infrastructure. One significant improvement completed this month was the installation of a dedicated GCI internet connection for the Police Department. Previously, the facility relied on the City's wireless antenna network, which requires unobstructed line-of-sight and has required increased maintenance during the summer months as foliage impacts signal reliability. The dedicated connection provides a more stable and secure network for Police Department operations while further isolating critical public safety systems from the City's broader network.

Port

US Coast Guard conducted an inspection of the Port Facilities in July. We received the report stating there were no deficiencies.

Planning

Hazard Mitigation Plan

The City's Hazard Mitigation Plan has officially been approved by FEMA. This accomplishment represents many months of coordination among City staff, partner agencies, and state and federal agencies. Congratulations to our Planning Department for successfully leading this effort. Approval of the plan preserves the City's eligibility for future hazard mitigation funding and strengthens our long-term emergency preparedness efforts.

Public Works

Landfill

The Alaska Department of Environmental Conservation conducted its annual landfill inspection during the week of August 3. Inspectors expressed concern regarding the growing number of abandoned vehicles at the facility, and Administration anticipates those concerns will be reflected in the inspection report. If so, the findings will strengthen the City's efforts to pursue grant funding for a community backhaul and vehicle removal program.

The landfill closure study being prepared by DOWL is expected to be completed within the next two weeks. Following the review of those findings we will begin working on an updated fee and rate schedule to meet the growing needs of the department.

Piped Utilities and Water Treatment

The Piped Utilities Division recently responded to another emergency water main repair near the Bethel Heights Water Treatment Plant after a water line separated due to shifting pilings. This area has experienced repeated movement, likely made worse by prolonged soil saturation resulting from winter water leaks. Staff successfully completed temporary repairs and have been directed to develop long-term stabilization options for the affected piling.

The Piped Utilities and Facility Maintenance teams are also evaluating repairs to the connection between the Bethel Heights Water Treatment Plant and the adjacent water storage tank. The small valve building between the two structures continues to shift, placing stress on pumps, valves, and associated piping. Staff are evaluating options to re-level the structure while replacing aging valves during the work.

Later this month, the City will also coordinate closely with the Lower Kuskokwim School District as it performs work on utility service lines. Previous work on the school district's utility loop created operational impacts within the Bethel Heights Water Treatment Plant, and City staff will work alongside LKSD to help minimize disruptions during this phase of construction.

Finally, the Piped Utilities Division is preparing to reconnect an existing sewer service line to the Bethel Police Department.

Construction Projects

Ptarmigan Road Culvert Replacement

Construction continues to progress ahead of schedule, with substantial completion anticipated by August 15.

Animal Control Center

Construction of the new Animal Control Center remains on schedule for completion at the end of October. Concrete pads, structural posts, and beams have all been installed. Administration is working closely with the kennel manufacturer after learning that the expected shipment date has slipped to August 24. Because this leaves little margin before the final seasonal barge, staff are working with the manufacturer to expedite delivery.

YK Fitness Center Expansion

Construction of the YK Fitness Center expansion has encountered several challenges that are being addressed collaboratively by the contractor, design team, and City staff. While additional coordination has been necessary, the project team remains optimistic that the December 31 completion target can still be achieved.



City of Bethel

Finance Department

Manager's Report for July 2027

Date: 8/3/2026

To: Lori Strickler, City Manager

From: Nella Poquette, Finance Director

Subject: July 2026 Finance Management Report

Executive Summary

- The Finance Department would like to welcome, Nathaniel "Mik" Ayuluk back as our Account Specialist I.
- Please join us in thanking Cheryl Bartlett for her years of dedicated service to the city. She will be missed by her co-workers and the Bethel community as she begins her next adventure: retirement.
- The Department is encouraging all departments to review their FY26 revenue and expenses and process all FY26 invoices as we transition to FY27
- FY25 Annual Financial Audit is still ongoing, and is currently conducting testing including purchasing card receipts, fixed assets, etc.
- The department has been working on improving our utility forms to ensure correctness and efficiency.

Current Events within the Finance Department

Finance Committee

The Finance Committee was able to meet this month.

MEMORANDUM

DATE: July 31, 2026
TO: Lori Strickler, Acting City Manager
FROM: John Sargent, Grant Manager



SUBJECT: Grant Manager's Report for August 11, 2026 Bethel City Council Meeting

Grant Applications Submitted

State Revolving Fund Loan Questionnaire

I prepared and submitted a Questionnaire to the Alaska Department of Environmental Conservation to request \$750,642 to cover the cost of replacing heat trace in the sewer pipes that run from the FAA Lift Station to the QFC#2 Lift Station. The Questionnaire is the pre-application that is scored and assigned forgiveness monies.

Grant Applications in Preparation

COPS Microgrant

I am working with Public Safety Director Jeffrey Kirkham and Public Relations Specialist Zeff Prina to develop a grant application to request \$200,000 to operate the proposed Cadet Program at the high school for two years. The program is planned to start this year whether the grant is funded or not. The grant request will focus on the objective of recruitment, hiring, and retention.

FY 2026 COPS Technology and Equipment Program

The City of Bethel was awarded a congressionally directed spending allocation of \$70,000 for police station security features thanks to the effort of Senator Lisa Murkowski in Congress. The city must now apply for the COPS Technology and Equipment Program to secure the funds.

Public Assistance

FEMA requested more documentation for the OT hours for two city employees who worked additional hours than those scheduled to help Typhoon Halong evacuees in Bethel. The city must provide all timesheets, pay stubs, and duty descriptions for each hour claimed.

EPA Grant for Removal of Derelict Vessels

The City has been meeting with the Alaska Department of Natural Resources (DNR), Derelict Vessel Division, to work out a game plan to remove one or more vessels from Steamboat Slough. The city's grant of \$5,000,000 will go further with the help of DNR. EPA and DNR officials will visit Bethel to see the derelict barges in Steamboat Slough on or about June 22-25, 2026.

State Revolving Fund Loan Applications

I have four State Revolving Fund Loan applications to complete. These four applications are for the latest 100% forgiven projects: 1) Water Distribution Center Design (\$1,904,574), 2) Bethel Water Treatment Plant Security Improvements (\$112,902), 3) Bethel Backwash Tank Replacement (\$1,000,000), and 4) New Water Haul Truck (361,957).

Grant Administration

July was quarterly report month. I prepared and submitted financial reports and disbursement requests totaling \$1,246,578.76. The city has the following major capital projects in motion: Bethel Heights Water and Sewer Improvements, YK Fitness Center expansion, four water and sewer projects, and the new animal shelter. Ongoing formula grant programs include: public transit system, CSP program, and Justice Assistance Program (purchased cameras and security equipment for police department).

Current Grants

See list on the following pages.

City of Bethel Current Grants - July 2026

#	Grant	Amount	Expiration
1	Coronavirus Capital Project (CCP) Fund	\$ 9,000,000	12/31/2026
	UIC is engaged in full-time construction of new gymnasium. Grant balance is \$986,589 as of 6/16/26. Contractor to be substantially complete by October 31, 2026.		
2	Denali Commission Grant	\$ 500,000	9/30/2026
	City charged \$500,000 of the construction cost to expand the fitness center to the grant and acted to close it. Denali Commission will not close grant until project is completed.		
3	CSP - DHSS FY 2025	\$ 242,311	6/30/2027
	The FY 27 CSP grant application was approved by the State Department of Health in the amount of \$242,311, with the period of performance beginning July 1, 2026.		
4	Designated Legislative Grant > Dust Control	\$ 1,200,000	6/30/2029
	City to make more purchases with funding from this grant during summer 2026. City has a grant balance of \$1,023,586.		
5	VSW Capital Improvement Project Grant	\$ 23,860,000	6/30/2027
	DOWL has nearly all the easements needed for Phase 2 of the project. A few easements are in negotiation right now. City to find out if grant will cover the cost of construction of Oscar Way, a road that must be moved to the west 30 ft.		
6	Last Frontier Housing Initiative	\$ 5,000,000	12/31/2026
	Kuqo Construction finished construction of the professional housing units in City Center. City Manager is working with AHFC on tenant residency.		
7	State Homeland Security Program Grant - SFY 25	\$ 9,000	9/30/2026
	This grant will cover the cost of paying a trainer to come to Bethel to teach ICS-300, an Incident Command System course for first responders and municipal administrators who may play a role in a major emergency situation.		
8	Safe Streets 4 All Grant	\$ 52,800	11/8/2026
	DOWL Planning Team came to Bethel to see first-hand the road conditions in Bethel. Shane Iverson drove the team around town. They were able to see an early morning school arrival and all the pedestrians and vehicles in one area. Focus group held one meeting so far.		
9	Energy Efficiency and Conservation Block Grant (EEBG)	\$ 75,220	9/30/2026
	UIC is responsible purchasing and installing solar panels on roof of fitness center.		
10	Rasmuson Foundation Grant	\$ 250,000	1/31/2026
	This grant will cover part of the cost of design and construction of new animal shelter in Bethel. City received a grant extension to December 31, 2026.		

11	Community Transit Operating Grant	\$ 184,131	6/30/2025
Transit Manager Evon Fox manages the daily operation of the transit system, handles all purchases, and completes monthly billing summaries and quarterly reports. FY 27 grant began July 1, 2026 and will run until June 30, 2027.			
12	QFC#2 Lift Station Improvements - SRF Loan /100% forgiven	\$ 1,072,500	TBD
City hired Alaska Diversified Contractors to complete the project.			
13	Bethel Heights Water Treatment Plant Automation - SRF Loan	\$ 1,418,000	TBD
100% forgiven. DOWL prepared and issued Request for Qualifications in an effort to hire a contractor. Responses due in August 2026.			
14	City Subdivision Water Treatment Plant Automation - SRF Loan	\$ 1,369,000	TBD
100% forgiven. DOWL prepared and issued Request for Qualifications in an effort to hire a contractor. Responses due in August 2026.			
15	Purchase of One Sewer Haul Truck - SRF loan /100% forgiven	\$ 315,009	TBD
Order delays have city hoping truck makes the barge in summer 2026.			
16	Sewer Truck System Assessment - SRF loan / 100% forgiven	\$ 37,500	TBD
City signed loan agreement. Project to evaluate sewer haul truck system for efficiencies, cost-savings.			
17	Water Truck System Assessment - SRF loan / 100% forgiven	\$ 37,500	TBD
City signed loan agreement. Project to evaluate sewer haul truck system for efficiencies, cost-savings.			
18	Storm Disaster Relief - Alaska Community Foundation	\$ 400,000	NA
The foundation gave the City a check for \$400,000 to be used for general response and recovery from storm, including the lost revenue from allowing households with evacuees to not pay for water and sewer services.			
19	Safety Grant	\$ 3,000	6/30/2027
Purchased life rings for pool and anti-slip mats for fitness center and treatment plant.			

Total \$ 45,025,971



CITY OF BETHEL
POLICE/FIRE
DEPARTMENT OF PUBLIC SAFETY

MONTHLY REPORT

POLICE

July 2026

Personnel:

Current Staffing			
Position	Allocated	Staffed	Vacant
Community Safety Patrol	2	2	0
Community Service Officer	3	1	2
Administrative Assistant/Taxi Inspector	1	1	0
Dispatcher	6	3	3
Command Personnel	2	2	0
School Resource Officer	1	0	1
Peace Officers	17	14	3
Support Services Manager	1	1	0

Seven () Police Officer vacant positions, one (1) school resource officer, two (2) Community Service officers, and one (3) Dispatcher. There are three officers (0) in the background process for hiring.

Operations:

	June 2026	July 2026	Difference	Year to Date
Calls	1155	1051	-104	7547
Assault	37	27	-10	213
Intoxicated Pedestrian Calls	196	160	-36	1287
Driving Under Influence Calls	25	20	-5	134
Domestic Violence Calls	17	25	+8	137
Animal Calls	30	26	-4	218
Animal Bite Reports	0	3	+3	5
Sexual Crime Reports	10	4	-6	44
Death Investigation Reports	1	0	0	3
Traffic Accidents	9	7	-2	80
Alcohol Related Calls	358	307	-51	2238

Assignments:

Officer Adkins and Morgan began working for the Bethel Police Department in July.

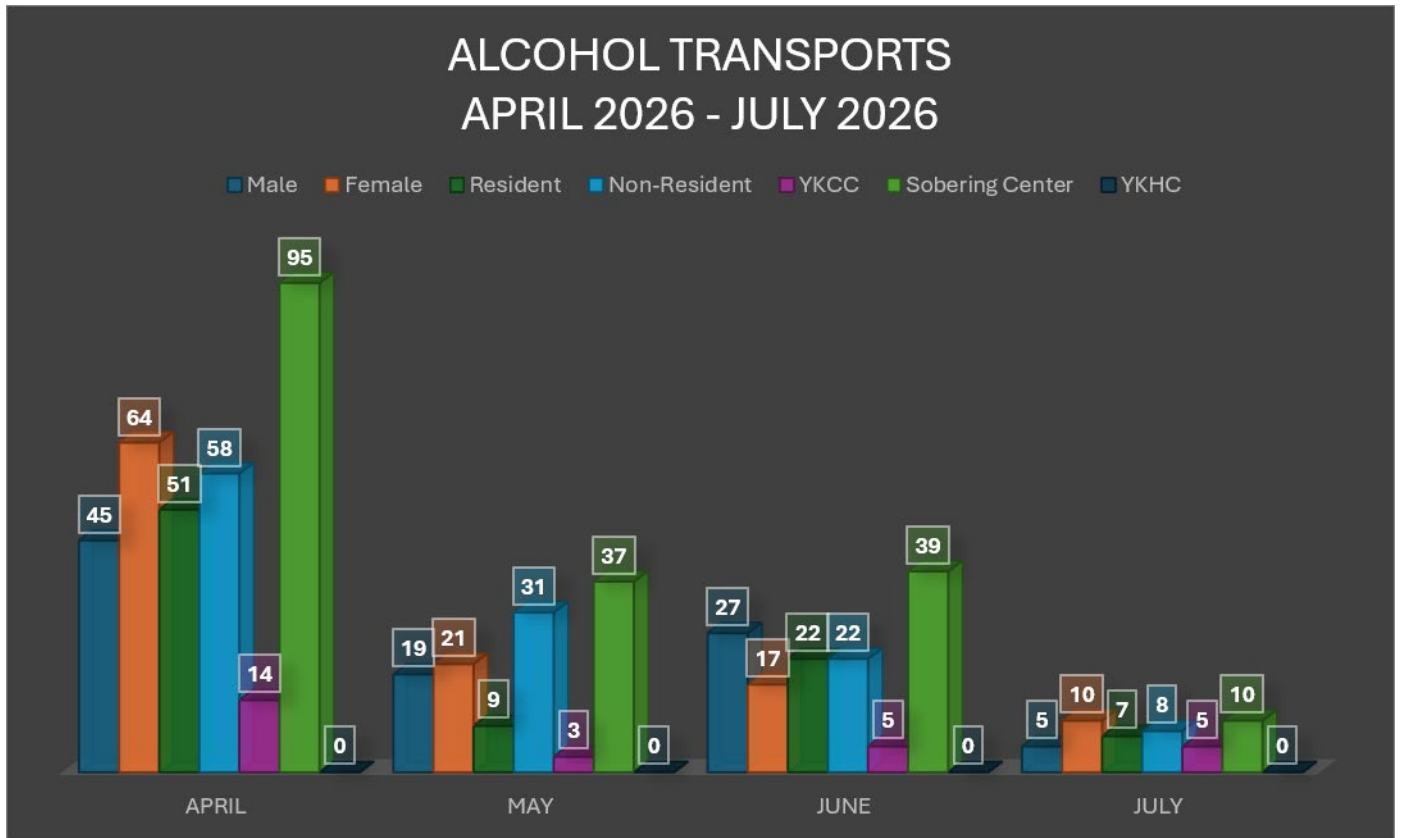
Community Outreach:

Police and Fire Participated in the 4th of July parade event.



ALCOHOL TRANSPORTS

April 2026 – July 2026



Transport by PD Personnel

MONTH	CSO/CSP	OFFICER
January	34	3
February	33	0
March	45	2
April	105	4
May	30	10
June	40	4
July	13	2

FIRE

July 2026

Personnel:

Current Staffing			
Position	Allocated	Staffed	Vacant
Career Staffing	6	5	1
Deputy Chief	1	1	0
Lieutenant	3	3	0
TOTAL	11	8	
Volunteers	38	20	18

Max Lorentz was hired as a probationary Firefighter.

Operations:

	May 2026	June 2026	July 2026	Difference	Year to Date
Calls	97	164	151	-13	958
Fire Calls	11	19	14	-5	87
EMS Calls	86	145	137	-8	782
Actual Fires	1	3	0	0	13
Sobering Center Calls	*	4	3	-1	33
Winter House Calls	*		0	0	53

Notable Fire Calls

All fire calls were alarms or public assist calls.

Notable EMS Calls

On 07/30/2026 at 7:23 PM, Medics responded to the report of an ATV accident in the pits. Four juvenile patients were treated for non-life-threatening injuries and transported to the hospital.

COB Animal Shelter

June 2026

Animal Calls Type	April	May	June	July	YTD TOTAL
Stray Animals					47
Aggressive Animals	1		1	2	11
Dog Bites	1	1	1	3	9
Animal Cruelty/Neglect	0				1
Nuisance Complaints	0			3	7

Animal Intakes & Outcomes	April	May	June	July	TOTAL
Intake Dogs	21	10	11	17	114
Intake Cats	0	0	0	3	4
Returned to Owner	14	6	6	10	55
Adopted	0	0	0	0	1
Transferred to Rescue	7	4	5	10	63

Enforcement Compliance	April	May	June	July	TOTAL
Warnings	0	0	0	3	5
Citations	0	0	0	1 pending	4

Community Parks & Recreation Report – July 2026

By: Department Director, Shane Iverson

Gym Expansion

- Completed: Steel work for exterior stairs. Fire Suppression rough-in.
- In progress: Metal flashing and underfloor soffit; Mechanical rough in, Electrical Rough-in; Insulation; Translucent panels; Exterior Doors and windows;
- Upcoming: MDF install/hang and tape drywall
- P&R Committee & community tours: available on request to P&R Director.

Programming & Services

- Healthy Activities Camp: Ran 4 weeks of camp, under the 4-H charter; serving an average of 12 students daily, M-F.
- Bethel was Added to the first cohort of the Alaska Municipal League Boardroad Initiative. This means they selected the Pinky's boardwalk (or "broadroad" using their language) for inspection and review in the first round of this lengthy initiative.
- Initiated agreement with American Red Cross and NORC at the University of Chicago to be involved in study of successful aquatic programs with Alaska Natives and American Indians staff.
- Helped lead Fourth of July - Independence Day festivities, including main stage management and entertainment, fairgrounds preparation, free games and competitions, and a community softball game.
- Closed out projects and processes for the Jesuit Volunteer Corp- Northwest 2025-26 program year and completed work to initiate the 2026-27 program year.

Dog Park

- Volunteers are coordinating efforts to implement dog park plan.

Facilities & Staffing

- Rec Swim hours were reduced for 5 days in mid-July due to low lifeguard staffing.
- Lifeguard Staffing: 15 (high fluctuation of availability during summer),
 - Will go down to 11 in August
 - We will offer an American Red Cross Lifeguard Certification training in late August.
- Fixed decaying lane line.
- Utility road on East side of building was repaired.
- NORC program participant
- New JVC Volunteer, Leo Edmonds-Doberenz, will begin duties as Aquatics Coordinator August 14th.
- This summer two department staff members; David Chakuchin and Andrew Perry, won the City Spirit Award for their excellent performance in service to the community.



City of Bethel

July 31, 2026

FROM: Planning Director

TO: Lori Strickler, City Manager

SUBJ: Planning Director's July 2026 Report

July 2026 Events

- **Planning Commission:** There was a quorum and the meeting was called to order by the Chair. Under new business, the Commissioners discussed the Assistance Program Policy and the Draft Nuisance Ordinance. They requested additional information on the draft once it is completed. Pauline updated the Commission on the nuisance properties. I did not attend the meeting due to medical issues that required two (2) days of PTO.

• Database Tracking Table: 2026

2025		Received this Month	Total Received for Year	Total Approved for Year
41	Residential Site Plan Permits	5	16	16
12	Commercial Site Plan Permits	2	13	13
2	Conditional Use Permits	0	0	0
0	Variances	0	0	0
1	Zoning Amendments	0	0	0
4	Plats	1	1 1 Replat	1 1 Replat Recorded
N/A	Encroachment Permits	0		

- **Summary Statement:** There are six (6) additional site plan permits pending. Three (3) require ACOE approval and three (3) need more information from the applicants. The corrected mylar for the DOT Right-Of-Way Map for Tundra Ridge Road was received, signed, and sent to the recorder's office.

- **Abandoned and/or Junk Vehicles:** The tagged junk vehicle off Ptarmigan at the entrance to Winterset Drive, and the six (6) junk vehicles on Sixth Avenue were removed to the Landfill. An abandoned vehicle on the BIA Road was tagged on 07/28/26 for towing/removal.
- **Staff Vacancies:** None

Other Events:

- Planning has initiated title searches **to identify property owners for 9316 Nengqurrallia Drive, 800 Tundra Ridge Road, 1530 Chief Eddie Hoffman Highway, and 1651 Chief Eddie Hoffman Highway** instead of DOWL.
- Public Nuisance Notices for the properties at **121 Chief Eddie Hoffman Highway, 244 Akiak Drive and 248 Akiak Drive** were given to Public Safety/BPD for hand delivery on Friday, May 29, 2026. The occupant of the property at 121 Chief Eddie Hoffman Highway has been working to get his lot cleaned up. **I spoke with him on Wednesday, July 29, 2026. He is an elderly disabled gentleman who is trying his best. He stated two (2) of the junk vehicles plus some debris were dropped off on his property by Travis Dostert before he went to the hospital. However, the occupant said the two (2) vehicles belong to Kenny Dostert who supposedly is in jail.**
 1. I looked at 244 and 248 Akiak Drive on Thursday, July 30, 2026. There is no change at 244 Akiak. At 248 Akiak, two occupied vehicles were positioned to block access or relevant photos. From the little that could be observed, no improvement was noted.
- After a Team meeting presentation by COMCATE on how Planning might improve efficiency in code enforcement of nuisance properties and derelict vehicles, COMCATE submitted a proposal that will be shared with the City Manager before acceptance.
- Received a Nuisance Complaint on July 18, 2026, from Travis Wold who resides at 9229 Makqalria Road in Tundra Ridge. His complaint is centered on a drainage issue caused by the property at 9227 Makqalria Road that he claims is abandoned. I went to view the situation on July 20, 2026. 9227 Makqalria Road had a yard that is well maintained with no junk or debris, a vehicle in the drive, and the porch light and a light inside were on. This property receives water and sewer services and is not abandoned. Because the main complaint was about drainage and spoke of **lawyers and legal issues**, the complaint was forwarded to the Public Works Director for review.
- **City Council Meeting:** Attended the City Council meeting on July 14, 2026, supporting adoption of Resolution 26-08 (Local Hazard Mitigation Plan Update). The Resolution was passed on the Consent Agenda. Subsequently, the approved Resolution was transmitted to AEOCOM to deliver to the Alaska Department of Homeland Security and FEMA.
- **FEMA Meeting:** Along with the Acting City Manager/Public Works Director, Deputy Police Chief, Fire Chief, and Kayla Saddler, met Thursday, July 23, 2026, with Robert Lantz-Brazil, the Senior Logistics Planner for FEMA Region 10 and his team. A wide range of topics were discussed with an in-depth look at communications. The FEMA Team was interested in learning about Bethel and how best they could assist us. Of particular note, Kayla's input was pertinent and enlightening.
- Planning responded to a complaint from AHFC about a large pool of water collecting in a vacant lot at Ridgcrest Drive and Akakeek Drive. The main concern was children playing in the neighborhood and there were no precautions in place. The cause of the water was identified as a leaking water pipe, and the City Manager and Public Works Director were notified.

PORT OF BETHEL

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



To: Lori Strickler, City Manager
From: Edward Flores, Port Director
Subject: July 2026 Managers Report

- **Small Boat Harbor**

With the harbor fully operational, we shift our attention to upkeep around the harbor. This last month, we laid gravel, graded the harbor, trimmed bushes, cut the grass, and completed the main duties of the harbor. Mid-month, we received a complaint about a drop-off at the end of the North ramp. We waited until low-low tide to address the matter. We found a noticeable difference between the ramp and the gravel around the planks. We filled around the planks and checked the level the next day during low tide. We had to reset D float on the second weekend of the month; we believe the anchor walked away during high tide. As a result, D float was leaning and touching C float. I called in our operator, and between the attendant on shift, the operator, and me, we were able to correct D float. The last weekend of the month, during the heavy winds and high tides, F float anchor walked away, and the float drifted over the South ramp sometime Sunday night. We were able to partially correct the float before we called the streets and roads crew for help with the ramp from the approach to the floats. Once that was out of the water, we were able to put the float back into the right spot. The next day the crew went out and reset the floats in calm weather.

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

The City Dock received two mainline vessels this last month, one from AML and one from Alaska Logistics. While here Alaska Logistics spent an extra couple of days at dock due to foul weather in the Bering Sea. We did receive one call for emergent dockage. There was a vessel upriver that noticed a crack in the hull, they coordinated with the USCG, their main offices, and myself. They spent 3 days out of the water to address the crack and were back in the water with an inspection from the USCG. The USCG stopped by the Port of Bethel for a 126 Annual inspection on the 13th. We showed them around the City Dock, answered any questions. The inspection went smoothly, we received no deficiencies this year. We have not had to water down the dock as much as we anticipated this last month with the damp weather. Although we were able to grade the dock multiple times. We put down 4 loads of gravel around the front of the warehouse, and will be dropping gravel on Beach 1 and 2 once we get word from KNIK that they are ready for us to buy gravel.

- **Port Office**

The port office is running well. We have no issues with the building. Building Maintenance continues to do daily checks on the building, they charged up the glycol in the system this last week.

The Port Commission did not meet last month due to a lack of a quorum. Our next meeting is scheduled for August 17, 2026, at 7 p.m. It has been a while since we have had quorum, so this months agenda looks heavy but we just need to clear up the agenda at this next meeting. I am hoping to have a quorum this coming month.

- **Admin / misc.**

We continue to clean the lower access area and will resume cutting brush in August. I expect most of the brush to be cut back by the end of the month. In mid-June, a vessel accidentally tore one of our bitts off the seawall. We secured the bitt at the City Dock and began ordering replacement materials. In July, we filled the hole with gravel to one inch below the lowest part of the bitt, then had the Streets and Roads crew weld the bitt back into place. Afterward, we mixed and poured cement to fill the remainder of the hole. Once the cement cured, we returned the bitt to service. All labor and materials were tracked and billed to the responsible party.

Total tonnage for the month will not appear on this report, at the time of writing we were still working up the numbers.

Description	Issued Prior Month	Total this Calendar Year
Number of Small Boat Harbor Permits Issued	40	262
Number of vehicle long-term parking permits issued.	0	6
Number of mainline vessels arriving/departing	3	12
Number of river vessels arriving/departing	39	79
Total cargo tonnage received	T	2,537.326 T
Total petro gallons received	1,087,944 gal.	4,465,172 gal.

City of Bethel, Alaska

City Clerk's Office

Upcoming Meetings

August 11, 2026 Regular City Council Meeting 6:30 pm
August 25, 2026 Regular City Council Meeting 6:30 pm
Nuisance Abatement Hearing, September 1, 2026 6:00 pm

City Clerk's Office

- Attending Weekly Municipal Election training online hosted by Division of Community and Regional Affairs for Municipal Elections.
- Municipal Election tasks such posting Vacancies in Office, and Voter registration Deadlines.
- Clerk's Office attended Division of Election Training for the upcoming State Elections, and for running the Absentee Voting Office.
- Clerk's Office is hosting Absentee Voting for the Primary Election. August 3-17, Mon-Fri. 8:30pm-5:00pm.
- Held a training for City of Bethel Ex-Officio Staff for Committees and Commissions.
- Trained the new Public Safety and Transportation Ex-Officio on the Meeting Process.
- Preparing for the Primary Election with the State of Alaska and Election Chairs.
- The City Clerk's Office is preparing a Nuisance Abatement Hearing to be held on September 1, 2026 at 6pm. For three properties:
410 Owl Street, Plat 81-10, Block 1, Lot 46, Bethel Alaska
17 Kwethluk Lane, Plat 71-425, Block 1, Lot 3, Bethel Alaska
455 Ridgecrest Drive, Plat 98-7, Block 5, Lot 1A, Bethel Alaska
The meeting information and the record will be available on the City's Website under City Council Meetings.

Important Upcoming Municipal Election Dates:

August 5, 2026 8:00 a.m. Opening for the Candidate Declaration of Candidacy filing. (BMC 7.30.020)
August 20, 2026 4:00 p.m. Deadline for Candidate Declaration of Candidacy filing. (BMC 7.30.020)
September 6, 2026 Deadline for voter registration for Municipal Election
September 21, 2026 Early voting/In-person Absentee voting Opens, (Municipal Election/REAA)

Task	Period Total	YTD Total
Passport Appointments	1	46
Burial Permits/Reservations	2	40
Notary Services	2	27
Meeting Minutes Drafted	1	19
Resolutions Drafted	-	-
Ordinances Drafted	-	-
AM/IM/Proclamation Drafted	-	10

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



City of Bethel

OCTOBER 6, 2026 REGULAR CITY ELECTION NOTICE OF VOTER REGISTRATION DEADLINE

DEADLINE

The deadline for registering to vote or to update voter information in time for the October 6, 2026, Regular City Election is September 6, 2026.

WHERE TO REGISTER

Online: State of Alaska Division of Elections website:

www.elections.alaska.gov/voter-information

or use your camera to open the QRL:



In person:

Bethel City Clerk's Office

300 Chief Eddie Hoffman Highway

VOTER QUALIFICATIONS

A person is qualified to vote who:

1. Is a citizen of the United States
2. Has passed his/her 18th birthday
3. Has been a resident of the city of at least 30 days preceding election
4. Has registered at least 30 days before election with the state and is not registered to vote in another jurisdiction; and
5. Is not disqualified under Article V of the State Constitution

GENERAL INFORMATION

Audio versions of this notice will be available at www.cityofbethel.org in both English and Yugtun.

For more information go to the City's website or contact the City Clerk's Office.

Bethel City Clerk's Office

300 Chief Eddie Hoffman Highway

Phone (907) 543-1384

cityclerk@cityofbethel.net

www.cityofbethel.org



City of Bethel

OCTOBER 6, 2026 REGULAR CITY ELECTION NOTICE OF VACANCY IN OFFICE

CITY COUNCIL VACANCIES IN OFFICE

There are four city council seats up for election with terms ending in October 2028.

QUALIFICATIONS FOR CANDIDATES

A person is eligible to be elected to City Council if the person is a qualified voter of the State of Alaska; has resided with the City of Bethel for a least one year immediately preceding filing for office.

DECLARATION OF CANDIDACY FILING PERIOD

Declaration of Candidacy filing period begins 8:00 a.m. on August 5, 2026, and will close at 4:00 p.m. August 20, 2026. Declaration of Candidacy packet submissions must be presented to the City Clerk's Office with original signatures; electronic submissions are not accepted.

The Declaration of Candidacy packet information will be available on July 29th on the City of Bethel website and available for pick up at City Hall, 300 State Highway, Bethel.

GENERAL INFORMATION

For information regarding the October 6, 2026, Regular City Election, please contact the Bethel City Clerk's Office at cityclerk@cityofbethel.net, (907) 543-1384 or go to our website www.cityofbethel.org. The City Clerk's Office is located at City Hall.

Audio versions of this notice will be available at www.cityofbethel.org in both English and Yugtun.

For more information go to the City's website or contact the City Clerk's Office.

Bethel City Clerk's Office

300 Chief Eddie Hoffman Highway

907-543-1384

cityclerk@cityofbethel.net

www.cityofbethel.org

State of Alaska

Primary Election Fact Sheet

August 18, 2026

Key Dates



July 3 – Military, Overseas and Advance Remote Ballots Sent

July 19 – Voter Registration Deadline

July 24 – Target Day to Mail Absentee Ballots

August 3 – Early Voting Begins

August 3 – Electronic Transmission Voting Begins

August 8 – Absentee Ballot By-Mail Application Deadline

August 17 – Absentee Ballot by Electronic Transmission Application Deadline 5:00pm AST

August 18 – Primary Election Day
Polls Open 7:00 a.m. – 8:00 p.m.

August 18 – By-Mail Ballots Must Be Postmarked

August 31 – Target Date Primary Election Certification

Resources

elections.alaska.gov – Contact information, sample ballots, election results, election information, language and disability assistance information

[Voterregistration.alaska.gov](https://voterregistration.alaska.gov) – Online voter registration

myvoterportal.alaska.gov – Find your polling place and voter information

Early & Absentee Voting

AKVoteEarly.alaska.gov – Find Other Voting Opportunities:

- Early In-Person
- By-Mail
- Online Delivery or Fax
- Special Needs by Personal Representative



Ballot Information



Governor/Lieutenant Governor

One each – United States House of Representative Seat & United States Senate Seat

Ten – State Senate Seats

Forty – State House of Representatives Seats

Ballot Measure – An act limiting contributions to campaigns (may not appear if a bill that is substantially similar is signed into law)

Primary Ballot Option

- The Primary Election is an open primary, meaning all candidates will appear on the same ballot.

Web: elections.alaska.gov

Email: elections@alaska.gov

Facebook: facebook.com/akelections/

Language Assistance: 1-866-954-8683

 **oting is Power**
ote 2026 Alaska

State of Alaska

General Election Fact Sheet

November 3, 2026

Key Dates



September 19 – Military, Overseas and Advance Remote Ballots Sent

October 4 – Voter Registration Deadline

October 9 – Target Day to Mail Absentee Ballots

October 19 – Early Voting Begins

October 19 – Electronic Transmission Voting Begins

October 24 – Absentee Ballot By-Mail Application Deadline

November 2 – Absentee Ballot by Electronic Transmission Application Deadline 5:00pm AST

November 3 – General Election Day
Polls Open 7:00 a.m. – 8:00 p.m.

November 3 – By-Mail Ballots Must Be Postmarked

November 25 – Target Date General Election Certification

Ballot Information

One – Governor/Lieutenant Governor

One each – United States House of Representatives Seat & United States Senate Seat

Ten – State Senate Seats

Forty – State House of Representative Seats

Judicial Retention – Supreme Court, Superior Court and District Court



Ballot Measures

24ESEG – An act Restoring Political Party Primaries, Single-Choice General Elections, and Campaign Finance Rules.

25USCV – An Act Addressing Voter Qualification.

Resources



elections.alaska.gov – Contact information, election results, election information, language and disability assistance information

Voterregistration.alaska.gov – Online voter registration

myvoterportal.alaska.gov – Find your polling place and voter information

Early & Absentee Voting

AKVoteEarly.alaska.gov – Find Other Voting Opportunities:

- Early In-Person
- By-Mail
- Online Delivery or Fax
- Special Needs by Personal



Web: elections.alaska.gov
Email: elections@alaska.gov
Facebook: facebook.com/akelections/
Language Assistance: 1-866-954-8683

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City of Bethel

Regular Municipal Election Calendar 2026

July 29, 2026 Declaration of Candidacy packets become available to the public and provided on the website. (BMC 7.30.020)

August 5, 2026 8:00 a.m. Opening for the Candidate Declaration of Candidacy filing. (BMC 7.30.020)

August 20, 2026 4:00 p.m. Deadline for Candidate Declaration of Candidacy filing. (BMC 7.30.020)

August 21, 2026 First day for write in declarations.

August 22, 2026 Deadline for Ordinance adoption of proposition questions (BMC 7.10.070)

September 6, 2026 30 Days before the election Deadline for voter registration.

September 21, 2026 Early voting/In-person Absentee voting Opens,
(Municipal Election/REAA)
Monday - Friday 8:30 a.m.-5 p.m. on Thursdays until 6p.m.
At City Hall at 300 State Highway

September 26, 2026 Last day for voters to request an absentee by mail ballot.

September 29, 2026 Deadline to request electronic ballot submission per (BMC 7.70.080)

October 1, 2026 5:00 p.m. Deadline for the Write-in Candidate Declaration of Candidacy Filing. (BMC 7.30.030)

October 5, 2026 Last Day of Early Voting

October 6, 2026 **ELECTION DAY (Municipal Election and REAA)**

Polls open at 8a.m. and close at 8p.m. Precinct 1 and 2 at the Yupiit Piciryarait Cultural Center

Last day for absentee by mail ballots to be postmarked.

October 8, 2026 6:00 p.m. Deadline for Absentee by Mail Ballots to be received for Canvass (BMC 7.70.060)

City of Bethel

Regular Municipal Election Calendar 2026

Canvass Board Meets 6:30p in council chambers to certify the election.

(BMC 7.80.020)

October 13, 2026 5:00 p.m. Deadline for a candidate or 10 voters to contest the election. (BMC 7.90.010-020)

Regular City Council Meeting, Certification of Election under Special Orders/by Resolution (BMC 7.80.050)

October 19, 2026 Special Meeting Organization of Council (BMC 2.04.180) (Mayor, Vice-Mayor, Committee Appointments)

October 23, 2026 Last day for a recount to occur (10 days after the recount application is submitted) (BMC 7.90.040)