

CITY OF BETHEL

City Council Meeting Agenda, May 26, 2020 – 6:30 PM

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

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

Council Members: Mayor Perry Barr, Vice-Mayor Haley Hanson, Alyssa Leary, Mark Springer, Cece Franko, Michelle DeWitt, Hugh Dymont



City of Bethel governmental meetings will resume in-person participation. In-person participants will be required to wear face-masks while in the building and will be required to maintain six feet of distance between other participants.

We recognize there are still many people who wish to continue to maintain physical distancing, so we will continue to hold meetings through Zoom.

To join the Zoom meeting with your computer go to:

<https://us02web.zoom.us/j/6634614089?pwd=Z0xZcncwQWFPNFZiV0RaRG8xc0k4UT09>

To join the Zoom meeting with your phone call:

888 475 4499 US Toll-free or 877 853 5257 US Toll-free

Meeting ID: 663 461 4089

Password: 13871

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

- 6.1. *5-6-2020 Special City Council Meeting
- 6.2. *5-12-2020 Regular City Council Meeting

7. REPORTS OF STANDING COMMITTEES

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

8. SPECIAL ORDER OF BUSINESS

- 8.1. Appreciation To Council Member And Mayor Fred Watson For His Service And Dedication (Mayor Barr)
- 8.2. Appreciation To Acting Chief Of Police Amy Davis For Her Service And Dedication (Mayor Barr)

9. UNFINISHED BUSINESS

- 9.1. Public Hearing Of Ordinance 20-11: Extending The Declaration Of Emergency Issued Through Ordinance 20-09 And Ordinance 20-08 (Mayor Barr)

Posted May 20, 2020. at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-543-1384

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

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

10. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 20-12: Establishing A City Of Bethel Budget For Fiscal Year 2021. Beginning July 1, 2020 Ending June 30, 2021 (City Manager Corazza)
- 10.2. *Introduction Of Ordinance 20-13: Amending Chapter 7 Regarding City Elections To Provide For Vote By Mail Elections (Mayor Barr)
- 10.3. *Introduction Of Ordinance 20-14: Amending Chapter 15.12.060 (A and C) Of The Bethel Municipal Code To Make Explicitly Clear That The 10-Day Deadline To Review Site Plan Permit Applications Does Not Apply To Projects That Require State Or Federal Approval, And To Remove The Four References To Tentative Approval (Planning Commission)
- 10.4. *AM 20-17 Appointment Of Committee/Commission/Board Members. Heather Kanuk- Finance Committee (Mayor Barr)
- 10.5. AM 20-18: Direct Administration And The City Clerk's Office To Prepare For And Organize A City Council Retreat For June 24, 2020 To Begin At 6:00 P.M. (Council Member DeWitt)
- 10.6. *AM 20-19: Direct Administration To Negotiate And Execute A Construction Agreement With Wolverine Supply, Inc. To Complete The Public Works Facility Floor And Foundation Structural Improvements (City Manager Corazza)
- 10.7. AM 20-20: Direct Administration To Use The \$1,500,000 Appropriated In The FY 2020 Budget For City Hall Roof Repair/Replacement To Hire A Contractor To Complete The Following City Hall Modifications: Repair/Replace The Roof, Replace The Boiler And Furnace, Replace The Water Heater, And Other Renovations As Deemed Necessary (City Manager Corazza)
- 10.8. AM 20-21: Direct Administration To Change The Scope Of Work In The Contract The City Of Bethel Has With TecPro Ltd. For Lift Station Rehabilitation And Electric Panel Development To Include Additional Lift Station Upgrades (City Manager Corazza)
- 10.9. Confirming The City Manager's Hiring Of Richard H. Simmons Jr. As Chief Of Police (City Manager Corazza)

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

Posted May 20, 2020. at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-543-1384

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

13.1. In Accordance With AS 44.62.310 (C)(1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity And AS 44.62.6310 (C)(4): Matters Involving Consideration Of Government Records That By Law Are Not Subject To Public Disclosure- Potential Litigation C. Sharp V. City Of Bethel (Council Member Leary)

14. ADJOURNMENT

Posted May 20, 2020. at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-543-1384

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

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

1. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on May 6, 2020 at 6:30 p.m., in the Council chambers, Bethel, Alaska.

Mayor Barr called the meeting to order at 6:32 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
Mayor Perry Barr Council Member Cece Franko (telephonically) Vice-Mayor Haley Hanson (telephonically) City Council Member Alyssa Leary (telephonically) City Council Member Mark Springer (telephonically) City Council Member Michelle DeWitt (telephonically) City Council Member Hugh Dymont (telephonically)
Members Absent:
Also in attendance were the following:
City Manager Vinny Corazza, City Clerk Lori Strickler, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

Jon Cochrane - Spoke in favor of Budget Ordinance 19-11 (n).

Anny Cochrane- Spoke in favor of Budget Ordinance 19-11 (n).

Evelina Achee - Spoke in favor of Budget Ordinance 19-11 (n).

5. APPROVAL OF AGENDA

Main Motion: Approve Agenda.

Moved by:	Hugh Dymment
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt, Hugh Dymment
Opposed:	None
Results:	Motion Carries

6. NEW BUSINESS

Item 6.1. - Introduction of Budget Modification 19-11 (p) Amending the FY 20 Budget COVID-19 Expenses (Council Member Franko)

Main Motion: Introduction of Budget Modification 19-11(p).

Moved by:	Mark Springer
Seconded by:	Cece Franko
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt, Hugh Dymment
Opposed:	None
Results:	Motion Carries

Motion to suspend the rules to hear from Winter House representatives.

Moved by:	Mark Springer
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt, Hugh Dymment
Opposed:	None
Results:	Motion Carries

Item 6.2. - Action Memorandum 20-13: Authorize and Confirm the Allocation of \$140,000 in the Fiscal Year 2021 Budget for the Chief of Police Salary (Council Member DeWitt)

Main Motion: Approve AM 20-16.

Moved by:	Mark Springer
Seconded by:	Michelle DeWitt
In favor:	Perry Barr, Cece Franko, Haley Hanson, Mark Springer , Michelle DeWitt, Hugh Dymment
Opposed:	Alyssa Leary
Results:	Motion Carries

Motion to suspend the rules to hear from Acting Chief of Police, Amy Davis.

Moved by:	Michelle DeWitt
Seconded by:	Mark Springer
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt, Hugh Dymont
Opposed:	None
Results:	Motion Carries

7. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Haley Hanson
Seconded by:	Mark Springer
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt, Hugh Dymont
Opposed:	None
Results:	Motion Carries

Meeting ended at 7:36 p.m.

Perry Barr, Mayor

ATTEST:

Lori Strickler, City Clerk

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on May 12, 2020 at 6:30 p.m., in the Council chambers, Bethel, Alaska.

Mayor Barr called the meeting to order at 6:34 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
Mayor Perry Barr Council Member Cece Franko (telephonically) Vice-Mayor Haley Hanson (telephonically) City Council Member Alyssa Leary (telephonically) City Council Member Mark Springer (telephonically) City Council Member Michelle DeWitt (telephonically) City Council Member Hugh Dymont (telephonically)
Members Absent:
Also in attendance were the following:
City Manager Vinny Corazza, City Clerk Lori Strickler, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

Frank Mazzarro - Spoke on the proposed metering for taxi cabs as proposed through AM 20-14. Spoke in opposition to the increase and the proposed metering.

Carole and John Jordan-As property owners at the Haroldson Subdivision, requested the City to begin maintain the road access to Haroldson Subdivision. Identified they have attempted to work with the City and would like to have a solution presented.

Evenlena Achee- Spoke in favor of Budget Ordinance 19-11 (n) providing for the funding for the Bethel Winter House.

Tammy Kaboord- Spoke in favor of Budget Ordinance 19-11 (n) providing for the funding of the Bethel Winter House.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Michelle DeWitt
Seconded by:	Mark Springer
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt, Hugh Dymont
Opposed:	None
Results:	Motion Carries

Remove Item 10.1 from the Consent Agenda- Council Member Alyssa Leary.

Remove item 10.4 from the Consent Agenda- Council Member Cece Franko.

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *4-28-2020 Regular City Council Meeting Minutes
Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

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

Port Commission, Hugh Dymont-

The Commission reviewed the proposed budget for the Port. Reiteration to the Council and the public of the importance of the Port.

Planning Commission, Vice- Mayor Hanson-

The Commission will be meeting next week.

Community Action Grant Technical Review Board, Mayor Barr-

Community Action Grant opened on May 1st. Application deadline is May 30th. Board meetings will be held on June 2nd and 10th. Payments on June 26th.

Parks, Recreation, Aquatic Health and Safety Center Committee, Council Member DeWitt-
Working on park signs and park names. Clean up green up efforts. Some

recommendations from the Committee, one for City Administration to continue to look for funding for a fence at the Big Dipper Field.

Finance Committee, Council Member Franko-
A meeting has not been held since the last City Council Meeting.

Public Works Committee, Council Member Leary-
The Committee provided a recommendation to the City Council to reinstate the admin assistant position in the hauled utility department.

Public Safety and Transportation Commission, Council Member Springer-
A meeting has not been held due to lack of Quorum. Urged members of the public to apply.

8. SPECIAL ORDER OF BUSINESS

Item 8.1. - Recognizing Reyne Athanas For Her Induction Into The Alaska Women's Hall Of Fame (Council Member Franko)

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 20-10: Amending The Official Land Use Map Of Bethel By Adopting Both Residential And Neighborhood Commercial Zoning Designations To The Blue Sky Estates Subdivision Located On The North And South Side Of BIA Road (Planning Commission)

Mayor Barr opened the Public Hearing.

No one present to be heard.

Mayor Barr closed the Public Hearing.

Main Motion: Adopt Ordinance 20-10.

Moved by:	Mark Springer
Seconded by:	Hugh Dymont
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt, Hugh Dymont
Opposed:	None
Results:	Motion Carries

Suspend the rules to hear from Ted Meyer, City Planner.

Moved by:	Mark Springer
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt, Hugh Dymont
Opposed:	None
Results:	Motion Carries

Item 9.2. - Public Hearing Of Budget Ordinance 19-11(p): Amending The City Of Bethel Fiscal Year 2020 Budget (City Manager Corazza)

Mayor Barr opened the Public Hearing.

No one present to be heard.

Mayor Barr closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 19-11(p).

Moved by:	Alyssa Leary
Seconded by:	Hugh Dymont
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt, Hugh Dymont
Opposed:	None
Results:	Motion Carries

Item 9.3. - Public Hearing Of Budget Modification 19-11 (n): Amending The FY20 Budget COVID-19 Expenses (Council Member Franko)

Mayor Barr opened the Public Hearing.

No one present to be heard.

Mayor Barr closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 19-11(n).

Moved by:	Hugh Dymont
Seconded by:	Michelle DeWitt
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt, Hugh Dymont
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - *Introduction Of Ordinance 20-11: Extending The Declaration Of

Emergency Issued Through Ordinance 20-09 And Ordinance 20-08 (City Manager Corazza)

Main Motion: Introduce Ordinance 20-11.

Moved by:	Mark Springer
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt, Hugh Dymment
Opposed:	None
Results:	Motion Carries

Main Motion: Suspend the rules to hear from Naim Shabani.

Moved by: Council Member Mark Springer

Motion does not pass due to a lack of a second.

Item 10.2. - *AM 20-13: Appointment Of Committee/Commission/Board Members. Peter A. Williams- Public Safety And Transportation Commission (Mayor Barr)

Passed on the consent agenda.

Item 10.3. - AM 20-14 Direct Administration To Revise The Bethel Municipal Code Sections Regulating Taxicab Operations In Bethel To Use Government-Inspected Meters And Require A One-Call Per Ride System (City Manager Corazza)

Main Motion: Approve AM 20-14.

Moved by: Council Member Hugh Dymment.

Motion does not carry due to a lack of a second.

Item 10.4. - *AM 20-15 Direct Administration To Negotiate And Execute A Service Agreement With Company A Selected By The Proposal Review Committee To Provide Remote Technical (IT) Support Services To The City Of Bethel Over A Five-Year Period (City Manager Corazza)

Motion to approve AM 20-15.

Moved by:	Mark Springer
Seconded by:	Cece Franko
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt, Hugh Dymment
Opposed:	None
Results:	Motion Carries

Item 10.5. - *IM 20-06: Presentation Of The City's Water And Sewer Services Expenditures Compared To Budget From July 1, 2019 To April 30, 2020 – Utilities Maintenance – Water And Wastewater Activity Report (City Manager Corazza)

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 Barr-

Congratulations to all graduates. These are really trying times; it is amazing these students are jumping through all of these hoops. We need to continue to maintain social distancing, we need to continue to wear the masks, we need to keep our guard up. Let's be safe.

Vice-Mayor Hanson-

Hopes that people come out and show their support to the high school graduates. Wanted to thank the other students who may not be graduating who also picked up their work and have been doing their work.

Council Member Leary-

Congratulations to Reyne Athanas for her award; we are very lucky to have her in our community.

Council Member Franko-

Congratulations to the seniors and the other graduates. Be safe on the river.

Council Member Springer-

Hello Central! Mayor of Nome, Richard Beneville, passed away. Provided condolences and recognized his importance. Also mentioned that there were two very proud Mt. Edgecumbe parents on the Council. Thanked the community of Napaskiak for

pulling the big logs out of the river.

Council Member DeWitt-

An "adopt a dumpster campaign" was initiated through the city. Thanked the City for their work on the roads.

Council Member Dymont-

Was struck by the report from the Acting Chief of Police. There was 123 calls in April; in the same period last year, there was 532 calls. Pointed out the total decline in all of the calls for service from the Police Department. Congratulations to his daughter and Mr. Springer's sons who are graduating from Mt. Edgecumbe and the Bethel Regional High School.

13. EXECUTIVE SESSION

Item 13.1. - In Accordance With As 44.62.310(C)(1), Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The City- Haroldsen Subdivision (City Manager Corazza)

Main Motion: Move into Executive Session- In Accordance With As 44.62.310(C)(1), Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The City- Haroldsen Subdivision.

Those participating will be City Council, City Manager, City attorney, City Clerk.

Moved by:	Cece Franko
Seconded by:	Mark Springer
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt, Hugh Dymont
Opposed:	None
Results:	Motion Carries

Motion to direct Administration to resume nominal maintenance on the Haroldson subdivision access road and to direct the City Manager to work with the planning commission to propose solutions related to Haroldson Subdivision access Road.

Moved by:	Hugh Dymont
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt, Hugh Dymont
Opposed:	None
Results:	Motion Carries

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Mark Springer
Seconded by:	Haley Hanson
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt, Hugh Dymont
Opposed:	None
Results:	Motion Carries

Perry Barr, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel, Alaska

Planning Commission

May 14, 2020

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

Due to the lack of quorum there was not regular meeting held on May 14, 2020

II. ROLL CALL:

The following members were present for roll call: Kathy Hanson and Shadi Rabi

Excused Absence: Lorin Bradbury and John Guinn

Unexcused Absence: Alex Wasierski, Scott Campbell, Stanley Hoffman and Haley Hanson.

Also Present: Charlie Dan, Recorder; Ted Meyer, Planning Director

APPROVED THIS _____ DAY OF _____, 2020

Kathy Hanson, Chair

ATTEST: Pauline Boratko, Recorder



Planning Commission Teleconference Meeting Agenda
Regular Scheduled Meeting Thursday, May 14, 2020– 6:30PM
VIA TELECONFERENCE: NUMBER 1-800-315-6338 CODE: 96325

MEMBERS

Kathy Hanson
Chair
Term Expires 12/2021

Lorin Bradbury
Vice-Chair
Term Expires 12/2020

John Guinn
Commission Member
Term Expires 12/2021

Alex Wasierski
Commission Member
Term Expires 12/2021

Shadi Rabi
Commission Member
Term Expires 12/2021

Scott Campbell
Commission Member
Term Expires 12/2020

Stanley Hoffman Jr
Alternate Member
Term Expires 12/2021

Haley Hanson
Council Representative
Term Expires 10/2020

Ted Meyer
Ex-Officio Member

Pauline Boratko
Recorder

AGENDA

- I. CALL TO ORDER:
- II. ROLL CALL:
- III. PEOPLE TO BE HEARD – (3 Minute Limit)
- IV. APPROVAL OF THE AGENDA:
- V. APPROVAL OF THE MINUTES:
 - A. Regular Meeting—April 13, 2020
- VI. SPECIAL ORDER OF BUSINESS:
- VII. NEW BUSINESS:
- VIII. UNFINISHED BUSINESS:
- IX. PLANNER’S REPORT:
- X. COMMISSIONER’S COMMENTS:
- XI. ADJOURNMENT:

City of Bethel, Alaska

Public Safety & Transportation Commission

May 06, 2020

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was NOT held on May 06, 2020 in the Bethel City Hall Council Chambers.

The meeting was not called to order and was cancelled in advance due to not having enough members to establish a quorum.

APPROVED THIS _____ DAY OF _____, 2020.

Jesslyn McGowan, Recorder

Madelene Reichard, Chair



City of Bethel

Committees and Commissions

Recommendation to City Council

Committees and Commissions that wish to make a recommendation to City Council should turn this form in to the City Clerk or to the City Council representative on the committee or commission.

Committee/Commission: Public Works Committee	Chairman: Courtney Trammell
Date Submitted: May 12, 2020	Council Rep: Alyssa Leary
Issue: Hauled Utility Efficiency Upgrade	
Recommendation: Reinstate the Administrative Assistant position in the Hauled Utility Department. Justification of Administrative Assistant position to be reinstated. Will improve accuracy and timely updates to routes. The Foreman is constantly pulled from the office and as a result, route changes are just another item to multi-task. Will improve Public relations, as this will ensure every phone call is answered and or responded to. Currently the Foreman must attempt to answer all calls from the Public, Drivers, other Foreman, and the Finance office. Sometimes answering calls is just not possible while driving or working in the field. Will allow for a much faster project completion time. Currently, the Foreman is maintaining all job duties while attempting an Audit of all customer accounts on Hauled Routes. Having a person in the office will also allow other improvement projects to be possible. Will improve communications with the Finance Department and possibly alleviate some of the workload from the Finance Department. The Foreman needs to supervise the drivers from time to time, to shape and build a team a leader must be able to observe and correct. Currently this is difficult due to administrative tasks causing a high workload in the office.	

Received by: _____
Date: _____

If the Foreman becomes ill or on PTO, the communication between Finance and Hauled Utilities essentially stops. The other option is to take a driver off the road (We don't have drivers to spare) but the job duties will not be completed to satisfaction due to skill set. The administrative position will essentially allow the Foreman to train a qualified individual to keep the operation going for a short period by themselves.

In closing, the possibilities are open and there is never a shortage of work. Finding a qualified person and paying them a proper salary to retain them will greatly improve all aspects of the Hauled Utilities Department.

Passed unanimously by the Public Works Committee on May 5, 2020.

Received by: _____
Date: _____



City of Bethel

Committees and Commissions

Recommendation to City Council

Committees and Commissions that wish to make a recommendation to City Council should turn this form in to the City Clerk or to the City Council representative on the committee or commission.

Committee/Commission: PRAHC Committee	Chairman: Brian Lefferts
Date Submitted:	Council Rep: Michelle DeWitt
Issue: <i>Phase II of the Multipurpose Facility (Fitness Center) needs funding for the feasibility study and planning.</i>	
Recommendation: <i>Direct the grant manager to complete and submit the grant applications to BCSF and Rasmuson Foundation to begin looking into Phase II of the Multipurpose Facility by May 15.</i>	

Passed unanimously by the PRAHSC Committee on April 13, 2020.

Received by: _____
Date: _____



City of Bethel

Committees and Commissions

Recommendation to City Council

Committees and Commissions that wish to make a recommendation to City Council should turn this form in to the City Clerk or to the City Council representative on the committee or commission.

Committee/Commission: PRAHC Committee	Chairman: Brian Lefferts
Date Submitted: May 12, 2020	Council Rep: Michelle DeWitt
Issue: <i>The new field, Big Dipper Field, needs funding for a fence to help keep foot traffic, ATV, and snowmachine traffic from tearing up the grass or making ruts.</i>	
Recommendation: <i>Seek grant funding for approximately \$25,000 or more for the fencing material.</i>	

Passed unanimously by the PRAHSC Committee on May 11, 2020.

Received by: _____
Date: _____



City of Bethel

Committees and Commissions

Recommendation to City Council

Committees and Commissions that wish to make a recommendation to City Council should turn this form in to the City Clerk or to the City Council representative on the committee or commission.

Committee/Commission: PRAHC Committee	Chairman: Brian Lefferts
Date Submitted:	Council Rep: Michelle DeWitt
<i>Issue: There is some confusion that the 0.5% of sales tax that is dedicated to the fitness center will sunset. The City Attorney and City Clerk researched the topic, and came to the conclusion that the intent when passed was that this will not sunset, and is not currently set to sunset at any particular date. However, because there is confusion about this, it would be a good idea to have council pass language to make this permanent and alleviate any more confusion around the topic.</i>	
<i>Recommendation: Put the 0.5% of sales tax to fund the Fitness Center into code.</i>	

Passed unanimously by the PRAHSC Committee on May 11, 2020.

Received by: _____
Date: _____

Introduced by: Mayor Perry Barr
Introduction Date: May 12, 2020
Public Hearing Date: May 26, 2020
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #20-11

AN ORDINANCE BY THE BETHEL CITY COUNCIL EXTENDING THE DECLARATION OF EMERGENCY ISSUED THROUGH ORDINANCE 20-09 AND ORDINANCE 20-08

- WHEREAS,** on March 11, 2020, the State of Alaska declared a public health emergency in response to an anticipated outbreak of COVID-19 in Alaska;
- WHEREAS,** on March 24, 2020 Bethel City Council adopted Ordinance 20-08; authorizing the City Manager and City Council to modify or suspend sections of the Bethel Municipal Code regarding public meetings and participation, procurement, contracts, leases and personnel rules in order to ensure the health, safety and welfare of the City during a State-declared public health emergency;
- WHEREAS,** on March 25, 2020 the Bethel City Council adopted Ordinance 20-09, finding the existence of a public health emergency related to the COVID-19 outbreak, incorporating by reference the declaration of local disaster emergency issued by the Acting City Manager and Mayor on March 24, 2020; seeking state and federal funding assistance; and issuing certain health advisories, and requests consistent with state and federal law;
- WHEREAS,** the potential extent and effect of COVID-19 cannot yet be known, it remains vital for the City of Bethel to be prepared and take all needed precautions until there is no longer a threat;

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

Section 1. Finding of Emergency. The Bethel City Council finds that an emergency exists in the City of Bethel due to the outbreak of COVID-19, which has been declared a global pandemic and a state and national public health emergency.

SECTION 2. Classification. This ordinance is not permanent in nature and is a non-codified ordinance that shall not become part of the Bethel Municipal Code.

Section 3. Effective and Expiration Date: This ordinance is effective immediately upon adoption by the City Council and shall remain in effect for a period of sixty (60) days.

ENACTED THIS __ DAY OF MAY 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Perry Barr, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel, Alaska

Ordinance #20-11

1 of 1

Introduced by: City Manager Howell
Introduction
Date/Adoption Date in
Accordance with
29.25.030: March 24, 2020
Action: Passed
Vote: 6-0

CITY OF BETHEL, ALASKA

Ordinance #20-08

AN EMERGENCY ORDINANCE BY THE BETHEL CITY COUNCIL TEMPORARILY AUTHORIZING THE CITY MANAGER AND/OR CITY COUNCIL TO MODIFY OR SUSPEND SECTIONS OF THE BETHEL MUNICIPAL CODE REGARDING PUBLIC MEETINGS AND PARTICIPATION; PROCUREMENT, CONTRACTS, AND LEASES; AND PERSONNEL RULES IN ORDER TO ENSURE THE HEALTH, SAFETY, AND WELFARE OF THE CITY DURING A STATE-DECLARED PUBLIC HEALTH EMERGENCY

- WHEREAS,** on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of the coronavirus disease of 2019 (COVID-19) a public health emergency of international concern;
- WHEREAS,** on January 31, 2020, the Health and Human Services Secretary of the United States declared the outbreak a public health emergency for the United States;
- WHEREAS,** on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic;
- WHEREAS,** on March 11, 2020, the State of Alaska issued a public health disaster emergency declaration for COVID-19;
- WHEREAS,** on March 13, 2020, the President of the United States declared the COVID-19 outbreak a national emergency;
- WHEREAS,** various agencies and organizations statewide are canceling or restricting public gatherings and postponing nonessential travel as a means to contain the spread of COVID-19;
- WHEREAS,** new information and guidance is being provided on state, national and global levels on a daily basis, requiring that maximum flexibility be given to respond to and implement the various containment measures;
- WHEREAS,** it is necessary for the Council to provide increased flexibility in various governmental functions in the face of a rapidly evolving health emergency;

Introduced by: City Manager Howell
Introduction
Date/Adoption Date in
Accordance with
29.25.030: March 24, 2020
Action: Passed
Vote: 6-0

WHEREAS, this authorization is intended to be temporary during this state-declared public health emergency, and will provide time for the City to further assess its code and procedures if more permanent code changes are determined to be necessary;

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

Section 1. Finding of Emergency. The Bethel City Council finds that an emergency exists in the City of Bethel due to the outbreak of COVID-19, which has been declared a global pandemic and a state and national public health emergency.

SECTION 2. Authorization. As authorized by Alaska Statute 29.25.030, Emergency Ordinances, the Council, based of the above statement of facts, authorizes the following:

- The City Council and city bodies may conduct city business by audio or video conferencing, consistent with state law, and may modify or waive provisions of the Bethel Municipal Code pertaining to scheduling, public participation, teleconferencing, and other related provisions of the Code governing public meetings, if deemed necessary for public health and safety; provided that any such modification or waiver is in compliance with state law.
- The City Council and city bodies may initiate occupancy limits and enforce social distancing measures at public meetings, as necessary for the public health, safety, and welfare
- The City Manager may cancel or postpone board and commission meetings and extend deadlines of required actions.
- The City Manager may authorize any purchases reasonably related to COVID-19 through expedited purchasing processes. The City Manager shall notify the Council of such action in accordance with Bethel Municipal Code 4.20.180.
- The City Manager may adjust or adopt personnel policies related to leave time, benefits, or conditions of employment to provide for the public health, welfare, and safety, and to ensure sufficient staffing during the term of this emergency ordinance.
- The City Manager may enter into temporary agreements with the collective bargaining unit in order to provide city services and ensure the health, safety, and welfare of the public and employees during the term of this emergency ordinance.
- The City Manager may extend deadlines for payments due to the City during the term of this emergency ordinance.

Introduced by: City Manager Howell
Introduction
Date/Adoption Date in
Accordance with
29.25.030: March 24, 2020
Action: Passed
Vote: 6-0

- The City Manager may extend deadlines on contracts and leases through the term of this emergency ordinance. Any amendment to contracts or leases shall be made through a temporary agreement which shall expire with the term of this emergency ordinance.

SECTION 3. Classification. This ordinance is not permanent in nature and is a non-codified ordinance that shall not become part of the Bethel Municipal Code.

Section 4. Effective and Expiration Date: This ordinance is effective immediately upon adoption by a super majority of the City Council and shall remain in effect for a period of sixty (60) days.

ENACTED THIS 24TH DAY OF MARCH 2020 BY A VOTE OF 6 IN FAVOR AND 0 OPPOSED.


Perry Barr, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

Ordinance #20-09

AN EMERGENCY ORDINANCE BY THE BETHEL CITY COUNCIL FINDING THE EXISTENCE OF A PUBLIC HEALTH EMERGENCY RELATED TO THE COVID-19 OUTBREAK; INCORPORATING BY REFERENCE THE DECLARATION OF LOCAL DISASTER EMERGENCY ISSUED BY THE ACTING CITY MANAGER AND MAYOR ON MARCH 24, 2020; SEEKING STATE AND FEDERAL FUNDING ASSISTANCE; AND ISSUING CERTAIN HEALTH ADVISORIES, AND REQUESTS CONSISTENT WITH STATE AND FEDERAL LAW

WHEREAS, pursuant to AS 26.23.140, the Mayor of the City and the Acting City Manager issued a Declaration of Local Disaster Emergency on March 24, 2020 related to the outbreak of COVID-19, consistent with all powers and duties conferred to them under the Bethel Municipal Code, Title 29 of the Alaska Statutes, and other State and Federal Law;

WHEREAS, the Bethel City Council concurs with all statements and findings contained in the above-referenced Declaration of Local Disaster Emergency, and seeks to fully incorporate it by reference into this Emergency Ordinance as Appendix A;

WHEREAS, under AS 29.25.030, "to meet a public emergency," the Bethel City Council "may adopt an emergency ordinance effective upon adoption," provided such ordinance contains a finding by the Council that an emergency exists and may be adopted, amended and adopted, or rejected at the meeting at which it is introduced;

WHEREAS, the Bethel City Council seeks to exercise the maximum degree of local authority available to the City in order to contain and mitigate the outbreak of COVID-19 in the City of Bethel and its surrounding communities;

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

Section 1. Finding of Local Disaster Emergency. The Bethel City Council hereby adopts and incorporates by reference the Acting City Manager and Mayor's Declaration of Local Disaster Emergency, dated March 24, 2020 and attached hereto as Appendix A; finds and affirms that a Local Disaster Emergency exists within the City of Bethel; and confers all powers on the Acting City Manager and incoming City Manager described in the Declaration of Local Disaster Emergency dated March 24, 2020, and not otherwise
City of Bethel, Alaska

prohibited by State or Federal law. A copy of this Emergency Ordinance and Appendix A shall be filed promptly with the Alaska Division of Homeland Security and Emergency Management.

Section 2. Request for State and Federal Funding Assistance. The Bethel City Council requests that the Governor of Alaska provide such State assistance as may be available to meet the ongoing emergency created by COVID-19 and to request additional assistance from Federal agencies where State capability is not adequate.

Section 3. Civil Immunity Asserted. In adopting and enforcing this ordinance, the City and its agents, officers, and employees assert and maintain all immunities and indemnifications provided for under AS 09.65.070, BMC 2.48, and any other immunities or indemnifications available in law or equity.

Section 4. Travel and Business Advisories and Requests. To prevent the spread of COVID-19, and consistent with all current State and Federal health laws, advisories, mandates, and guidelines to protect the public health and welfare, the Bethel City Council advises and requests that:

- (a) Consistent with State Health Mandate 10.1, all persons arriving into the City of Bethel from another state or country, whether worker, resident, or visitor, **must self-quarantine for a period of 14 days**; and
- (b) Consistent with State Health Mandate 10.1, businesses and employees of critical infrastructure as defined in Attachment A to State Health Mandate 10.1 **must follow all protocols and procedures described in State Health Mandate 10.1 with respect to any business conducted in the City of Bethel**; and
- (c) Consistent with State Health Mandate 9.1., with the exception of urgent and emergent health care needs and facilities, **all businesses, congregations, or gatherings in the City of Bethel where individuals are within six feet of each other must cease all operations**; and
- (d) Consistent with State Health Mandate 9.1, **no gatherings of more than 10 people may take place**, and if such a gathering does take place, people must be and remain six feet apart from each other; and
- (e) The mandates in (a) through (d) of this section remain in effect until the State of Alaska lifts them; and

- (f) The City is authorized to use the full force available to it under the law, including its police power, to "suppress unlawful assemblies" which come to the City's knowledge, and "generally keep the peace" (BMC 2.20.020) and to exercise the City's power to "promot[e] the public, health, safety, and welfare of the present and future inhabitants of the city" (BMC 18.04.020), with respect to activities on City land;
- (g) That travelers **cease all non-essential travel** into the City of Bethel, unless they are returning home or arriving for a medical, personal, or business emergency, or to work in critical workforce infrastructure as defined by the State; and
- (h) That travelers returning to Bethel from any other part of Alaska, **regardless of whether they have previously quarantined elsewhere in the State, immediately and voluntarily self-quarantine** for a period of 14 days;
- (i) Consistent with applicable State guidelines and mandates, that all persons in the City of Bethel **stay home as much as possible**, except to work in critical workforce infrastructure as defined by the State; to receive or provide health care; and to get fresh air without contacting others. On the limited occasions when individuals leave home, they should maintain social distancing of at least six feet from any person outside their household wherever possible. Individuals are also recommended to practice hygiene, including regular handwashing.

Section 5. Effective Date. Consistent with AS 29.35.030(c), this Emergency Ordinance shall be effective immediately upon adoption by the Bethel City Council and shall remain in effect for sixty (60) days, or until the virus is no longer declared a Federal or State emergency, whichever occurs first. The Council may meet in sixty (60) days to assess the status of the outbreak emergency and consider renewing this Emergency Ordinance, as necessary and appropriate, to protect the public health, safety, and welfare.

SECTION 6. Classification.

This ordinance is not permanent in nature and is a non-codified ordinance that shall not become part of the Bethel Municipal Code.

ENACTED THIS 25 DAY OF MARCH 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Introduced by: Mayor Barr
Introduction Date/Adoption Date in Accordance with 29.25.030: March 25, 2020
Action:
Vote:

Perry Barr, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL



Suggested Amendment to Ordinance 20-11 Council Member Leary

Amend Ordinance 20-11 to insert under Section 1 (new language is underlined):

Section 1. All provisions of Ordinance #20-08 remain in effect.

Section 2. Section 4 of Ordinance #20-09 is repealed; all other provisions of Ordinance #20-09 remain in effect.

Section 3. The City of Bethel will follow all current State of Alaska health mandates as may be updated and will not establish mandates or guidelines beyond the scope of the State's health mandates unless explicitly approved by the City Council.

Section 4. The City Manager shall not rely upon, and is explicitly prohibited from relying on, either Ordinance #20-08 or #20-09 to suspend or modify the provisions of BMC 5.20.050 governing the payment of rates for taxicabs.

Section 5. For the duration of the statewide and local pandemic emergency, the City Manager shall report to the City Council, at each regular meeting, all actions taken and expenditures made in response to COVID-19.

The City of Bethel has an obligation to protect the public health and welfare as we continue to maneuver through the COVID-19 emergency. Safeguards have been put in place by the state to slow the spread of COVID-19. Our responsibility should be to help maintain awareness of the State Mandates and enforcing those mandates when necessary.

The effects of this amendment would ensure the City of Bethel Council and Administration maintain the flexibility needed to maintain operations of the organization in response to any COVID-19 related issues (Ord. 20-08). It also requires the City to follow the mandates imposed by the state and to discontinue any public health mandate issued by Administration and require all alternatives to state health mandates be approved by the Council.

Health mandates/action issued by administration to be discontinued by this action are:

- 1) Taxi cab rate adjustments
- 2) Quarantine signs stating all travelers to Bethel need to quarantine for 14 days

With regard to the cab rate changes, it is clear administration took the necessary action when presented with possible closure of the transportation industry, to ensure the cabs maintained operations to support critical infrastructure all over the community. Now with the protective measures in place, the transportation industry can resume normal operations.

The 14 day quarantine signs implying the need to quarantine were created to protect the community. With the release of Health Mandate 18 however, the implied requirement to quarantine is not permitted: Health Mandate 18 states: No one traveling to or from any community for Critical Infrastructure/Essential Services reasons or Critical Personal Needs travel may be subject to any automatic quarantine or isolation on arrival, except as allowed under Alaska Statutes or Health Mandates.

Introduced by: City Manager Vincenzo S. Corazza
Introduction Date: May 26, 2020
Public Hearing: June 9, 2020
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE # 20-12

AN ORDINANCE ESTABLISHING A CITY OF BETHEL BUDGET FOR FISCAL YEAR 2021 BEGINNING JULY 1, 2020 ENDING JUNE 30, 2021

Be it Ordained by the City Council of Bethel as follows:

Section 1. That Ordinance 20-12, a non-code ordinance, establishes a City of Bethel Annual Budget for fiscal year 2021.

Section 2. That money shall be appropriate from the City's funds for operating and capital expenditures.

GENERAL FUND

	Proposed Budget	Adopted Budget
General Fund - Operating		
City Administration	\$ 809,889	
City Clerk & Council	\$ 343,662	
Finance Department	\$ 1,158,538	
Planning Department	\$ 372,613	
Information Technology Services	\$ 788,306	
City Attorney	\$ 279,991	
Fire Department	\$ 1,516,411	
Police Department	\$ 3,916,171	
Public Works-Administration	\$ 95,749	
Streets & Roads	\$ 2,091,693	
Property Maintenance	\$ 885,210	
Community Services	\$ 304,600	
In-Kind & Transfers	\$ 520,313	
Indirect Cost Recovery	\$ (1,880,199)	
TOTAL GENERAL FUND - OPERATING	\$ 11,202,947	0
General Fund - Project Expenditures		
Streets & Roads	\$ -	
TOTAL GENERAL FUND - PROJECTS	\$ -	

General Fund - Payments on Debt

Fire	\$	-	
Streets & Roads	\$	-	
TOTAL GENERAL FUND - PAYMENTS ON DEBT	\$	-	\$ -
General Fund - Capital Expenditures			
Finance	\$	20,000	
IT Services	\$	198,000	
Fire	\$	136,218	
Police	\$	56,500	
Public Works-Administration	\$	133,317	
Streets and Roads	\$	547,000	
Property Maintenance	\$	169,392	
TOTAL GENERAL FUND - CAPITAL EXPENDITURES	\$	1,260,427	\$ -
General Fund - Transfers			
Transfers To - YKRH Aquatic Center	\$	547,000	
Transfers To - Transit	\$	-	
TOTAL GENERAL FUND - Transfers	\$	547,000	\$ -
TOTAL GENERAL FUND	\$	13,010,374	
Special Revenue Funds			
CSP	\$	322,337	
E-911 Services	\$	144,000	
TOTAL SPECIAL REVENUE FUNDS	\$	466,337	\$ -
Capital Project Funds			
Park Development Fund			
Institutional Corridor	\$	217,137	
TOTAL CAPITAL PROJECT FUNDS	\$	217,137	\$ -
Capital Improvement- Enterprise Funds			
Landfill Refuse	\$	155,874	
Hauled Water	\$	350,000	
Hauled Sewer	\$	325,000	
Port	\$	165,000	
Vehicle and Equipment	\$	203,000	
TOTAL CAPITAL PROJECTS- Enterprise Funds	\$	1,198,874	\$ -
Enterprise Fund-YK Regional Health & Aquatic Center			
YK H&F Center	\$	1,829,894	
TOTAL ENTERPRISE FUND-YK Regional Pool	\$	1,829,894	\$ -
Enterprise Fund-Solid Waste			
Hauled Refuse	\$	482,589	
Landfill Operations	\$	602,083	
TOTAL ENTERPRISE FUND-SOLID WASTE	\$	1,084,672	\$ -

Enterprise Fund-Water & Sewer

Utility Billing	\$	314,465	
Hauled Water	\$	2,026,327	
Hauled Sewer	\$	2,542,591	
Piped Water	\$	782,068	
Piped Sewer	\$	776,835	
Water Treatment - BH	\$	688,596	
Water Treatment - CS	\$	1,017,352	
Sewer Lagoon	\$	262,617	

TOTAL ENTERPRISE FUND-WATER & SEWER	\$	8,410,851	0
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Enterprise Fund-Port

Municipal Dock-Operating	\$	698,378	
Municipal Dock-Small Boat Harbor	\$	186,676	
Projects	\$	17,000	
Capital Expenditures	\$	165,000	
Transfers Out	\$	-	

TOTAL ENTERPRISE FUND - PORT	\$	1,067,054	0
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Enterprise Fund-Leased Properties

Court Complex	\$	457,659	
Other Leased Properties	\$	94,992	
Debt Payments	\$	213,225	
Capital Expenditures	\$	-	

TOTAL ENTERPRISE FUND-LEASED PROPERTIES	\$	765,876	0
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Enterprise Fund-Bethel Public Transit System

Transit System	\$	393,541	
Capital Expenditures			

TOTAL ENTERPRISE FUND-TRANSIT SYSTEM	\$	393,541	0
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Internal Svc Fund-Employee Group Health Benefits

Employee Group Health Benefits	\$	2,517,496	
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TOTAL INTERNAL SVC FUND-EMP GROUP HEALTH	\$	2,517,496	0
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Internal Svc Fund-Vehicle & Equipment Maint.

Vehicle & Equipment Maintenance	\$	1,223,367	
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TOTAL INTERNAL SVC FUND-VEHICLE & EQUIP	\$	1,223,367	\$ -
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Endowment Fund

Transfers Out	\$	17,500	
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TOTAL ENDOWMENT FUND	\$	17,500	\$ -
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Section 3. That the FY 2021 budget is adopted for a period for one (1) year, that being from July 1, 2020 to June 30, 2021.

ENACTED THIS xx DAY OF JUNE 2019, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

ATTEST:

Perry Barr, Mayor

Lori Strickler, City Clerk

Introduced by: Mayor Perry Barr
Introduction Date: May 26, 2020
Public Hearing Date: June 9, 2020
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #20-13

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING CHAPTER 7 REGARDING CITY ELECTIONS TO PROVIDE FOR VOTE BY MAIL ELECTIONS

WHEREAS, Alaska Statute 29.26.010 provides that the local governing body shall prescribe the rules for conducting an election;

WHEREAS, the Bethel City Council recognizes that the potential impacts of COVID-19 may last into the fall, and therefore finds it necessary to prepare for election alternatives to help ensure citizens are able to participate safely;

WHEREAS, in response to the current statewide public health emergency disaster, the Governor signed Senate Bill 241 in to law which, among other things, authorizes elections to be conducted by mail during the emergency disaster;

WHEREAS, the Bethel City Council recognizes the importance of assistance from election officials and translators during the City's election, and want the citizens of Bethel to have the opportunity within 14 days of the election, to go to a vote center and receive assistance with a by-mail ballot;

WHEREAS, recognizing that voting by mail may be unfamiliar, the City Clerk's office has designed a process for each vote by mail ballot envelope to be reviewed, without accessing the ballot, to ensure the voter has included all of the information necessary; if not the City Clerk's Office would contact the voter and notify them of their opportunity to correct the deficiencies within the timeline required for ballot submission.

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

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

Section 2. Amendment: Chapter 7.75 of the Bethel Municipal Code is hereby adopted.

Chapter 7.75

City of Bethel, Alaska

Ordinance #20-13
1 of 5

ELECTIONS BY MAIL Sections:

7.75.010 Conduct of an election by mail.

7.75.020 Election date.

7.75.030 Notification to voters.

7.75.040. Casting ballots.

7.75.050. Ballot return envelope review.

7.75.060. Counting ballots.

7.75.010 Conduct of an election by mail.

A. The clerk may conduct any election by mail with approval of the Bethel City Council, following a public hearing. An ordinance approving an election by mail under this section must be adopted by the council no later than sixty (60) calendar days before the day of the election.

B. If the clerk conducts an election by mail, the clerk shall send a ballot to each person whose name appears on the official voter registration list prepared under AS 15.07.125 for that election. The ballot shall be sent to the address stated on the official registration list unless the voter has notified the clerk in writing of a different address to which the ballot should be sent, or the address on the official registration list has been identified as being an undeliverable address. The clerk shall send ballots by first-class, nonforwardable mail, on or before the twenty-second day before the election.

C. The clerk shall supply a secrecy sleeve and a return envelope to each by-mail voter. The return envelope shall have printed upon it an affidavit by which the voter shall declare the voter's qualification to vote, followed by provision for attestation by a person qualified to administer oaths or one attesting witness who is at least 18 years of age. Specific instructions for voting a by-mail ballot and a list of the vote centers and hours and days of operation shall be mailed to each voter with the ballot.

D. A vote center shall be made available to voters 14 days prior to election day, for the purpose of providing voter assistance for casting votes by mail.

7.75.020 Election date.

A. In a by-mail election, the election day will be the date designated by the clerk as the deadline by which a voter's ballot must be voted, witnessed, mailed, and, if postmarked, date-stamped by the post office. For a regular election conducted by mail, election day shall be the first Tuesday of October in accordance with BMC 7.10.050.

7.75.030 Notification to voters.

For a by-mail election, the notice of election required by BMC 7.10.060 must also state:

A. That the election will be conducted by mail and that no polling place will be available for regular in-person voting on election day.

B. Designation of the date on which ballots are expected to be mailed to the voters.

C. Designation of the dates on which a voter who may not have received a ballot, or who may need a replacement ballot, may vote a questioned ballot in person as specified in BMC 7.75.040.

D. The hours the vote centers will be open and their location (s).

E. That the ballots must be returned in the ballot return envelope.

F. The date by which the ballots must be postmarked and received by the clerk in order to qualify for inclusion in the election tabulation.

G. Brief general instructions on how the ballots must be voted and how the ballot envelope must be completed.

7.75.040 Casting ballots.

A. Upon receipt of a by-mail ballot, the voter shall cast their ballot in the manner specified in BMC 7.70.060, absentee voting by mail.

B. If a by-mail ballot is cast at a vote center, the clerk shall retain it for delivery to the canvass board.

C. If a by-mail ballot is not received, or if the by-mail ballot is destroyed, spoiled or lost, the voter may be provided a replacement questioned ballot and cast their questioned ballot in person at a vote center. A voter may be provided up to three replacement ballots as prescribed in BMC 7.50.080. The clerk shall retain the voted ballot for delivery to the canvass board.

7.75.050 Ballot return envelope review.

A. The clerk shall review ballot return envelopes as they are received in an effort to ensure that the voter declaration is complete. If the voter declaration is incomplete, the clerk shall, within three days, send notice to the voter explaining the error or omission. Such notice may be emailed if an email address is provided by the voter, or mailed to the address to which the ballot was mailed.

B. If a voter receives notice that their ballot return envelope is incomplete, the voter may:

1. Complete the form included with the notice and return the form to the clerk at the address specified on the form.
2. If the voter does not complete the form included in the notice ballot return envelope by 6:00 p.m. two (2) calendar days following the election, the ballot return envelope shall be marked invalid and shall not be counted. The voter shall be notified in writing that their ballot is rejected.

7.75.060. Counting ballots.

Consistent with the rules for ballot counting set forth in BMC 7.60.020(D), ballots cast in a by-mail election shall be counted if:

- A. The voter declaration on the ballot return envelope is complete as provided under 7.75.050; and
- B. The ballot is received in one of the following ways:
 - (1) The ballot return envelope is postmarked on or before the election day and received by the clerk on or before 6:00 p.m. two (2) calendar days following the election; or
 - (2) The ballot return envelope is submitted to a voting center as provided in BMC 7.75.040.

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

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

Introduced by: Mayor Perry Barr
Introduction Date May 26, 2020
Public Hearing Date: June 9, 2020
Action:
Vote:

ENACTED THIS 9 DAY OF JUNE 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Perry Barr, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

Ordinance No. 20-14

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING CHAPTER 15.12.060 (A & C) OF THE BETHEL MUNICIPAL CODE TO MAKE EXPLICITLY CLEAR THAT THE 10-DAY DEADLINE TO REVIEW SITE PLAN PERMIT APPLICATIONS DOES NOT APPLY TO PROJECTS THAT REQUIRE STATE OR FEDERAL APPROVAL, AND TO REMOVE THE FOUR REFERENCES TO TENTATIVE APPROVAL

WHEREAS, in Fall 2019, the planning department complied with a request from the U.S. Army Corps of Engineers (Corps) for Site Plan Permit application data from 2017 to 2019. The results of their audit was that there were approximately 30 applications that should have been forwarded to and reviewed by the Corps before planning department approval; and

WHEREAS, Corps staff followed up on their audit by giving a presentation followed by question and answers at the March 12, 2020 Planning Commission meeting. Corps staff discussed the Bethel General Permit Wetlands Program in terms of the City of Bethel Planning Department's approval process of Site Plan Permit applications, emphasizing the lack of required Corps review; and

WHEREAS, recent clarifications made by the Army Corps of Engineers regarding Bethel's General Permit Wetlands Program make it likely that at least a few of the City's Site Plan Permit Applicants each year will be required to submit an additional application to the Corps for review as to whether their project qualifies for the General Permit; and

WHEREAS, the City Planner, in response to clarification of Corps guidelines has reviewed BMC 15.12.060 (Action on Site Plan Permit Applications) and recommends that the stated 10 working days for review by the Planning Department of a Site Plan Permit Application found in BMC 15.12.060 (A) should be reworded so that the 10-day deadline explicitly does not apply to projects requiring Corps and other required state and federal review; and

City of Bethel, Alaska

Ordinance #20-14
1 of 4

WHEREAS, the City Planner further recommends that the following words and phrases (in reference to Site Plan Permit approval), "tentatively", "has been tentatively approved and", and "that have been tentatively approved by the land use administrator" be removed in BMC15.12.06 A and C because a Site Plan Permit application cannot be tentatively approved. If waiting for state, federal, or other approvals, the City's Site Plan Permit application cannot be considered complete until receiving these required approvals. Tentative approval may provide a perceived green light to some applicants to begin construction, and

WHEREAS, the Planning Commission held a public hearing on Thursday, April 9, 2020 regarding the proposed text amendment to BMC 15.12.060 (Action on Site Plan Permit Application) and recommends to the City Council that the 10-day deadline for the planning department review of Site Plan Permit applications should not apply to projects requiring Corps and other required state and federal review. The Planning Commission further recommends that the phrases, "tentatively", "has been tentatively approved and", and "that have been tentatively approved by the land use administrator" be removed in BMC15.12.06 A and C because a Site Plan Permit application cannot be tentatively approved.

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

Bethel Municipal Code 15.12.060 shall be amended as follows new language is underlined old language is stricken:

15.12.060 Action on an application.

A. ~~Within ten (10) working days of receipt of a complete application, the planning department shall review the application. Unless state or federal approval is required, the planning department has ten (10) working days upon receipt of a complete application to review an application.~~ Unless state or federal approval is required, the planning department has ten (10) working days upon receipt of a complete application to review an application. If the application is subject to city engineer review, an additional seven (7) working days shall be permitted for review of the application. Plans approved and conditions required by the city engineer become a part of the site plan permit. An application may be approved; approved subject to

City of Bethel, Alaska

Ordinance #20-14
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Introduced by: Planning Commission
Introduction Date: May 26, 2020
Public Hearing Date: June 9, 2020
Action:
Vote:

modifications; ~~tentatively approved~~ subject to receipt of required city engineer approval, approved subject to receipt of state or federal approval; or disapproved.

B. If approved subject to modification, the applicant shall be notified in writing of the modifications required. The permit will be issued after the applicant has agreed, in writing, to the modifications. If the applicant refuses to agree to a required modification, condition or other requirement, the application shall be denied.

C. If approved subject to receipt of required state or federal approval, the applicant shall be notified in writing that the site permit ~~has been tentatively approved and~~ will be issued upon receipt by the land use administrator of proof that specified state or federal approval has been given. State and federal agencies that may require approval of improvements or uses include, but are not limited to, U.S. Army Corps of Engineers, the Alaska Department of Environmental Conservation, and the State Fire Marshal. If state or federal approval required modifications to plans, structures, improvements or uses ~~that have been tentatively approved by the land use administrator~~, the land use administrator shall review the modifications to determine whether the improvement, structure or use, as modified, still meets the requirements of this code.

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

SECTION 2. Effective Date. This ordinance shall become effective immediately upon passage by the City Council.

**ENACTED THIS __ DAY OF JUNE 2020, BY A VOTE OF ____ IN FAVOR
____ OPPOSED**

Perry Barr, Mayor

ATTEST:

City of Bethel, Alaska

Ordinance #20-14
3 of 4

Introduced by: Planning Commission
Introduction Date May 26, 2020
Public Hearing Date: June 9, 2020
Action:
Vote:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	20-17		
Date action introduced:	May 26, 2020	Introduced by:	Mayor Barr
Date action taken:		Approved	Denied
Confirmed by:			

Appointment of Committee/Commission/Board members.

Heather Kanuk- Finance Committee.

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

Action Memorandum 20-17 is sponsored by Mayor Barr at the request of the City Clerk.

Heather Kanuk has requested appointment to the Finance Committee. If appointed, the term would be three years as an Alternate member with a term expiration of December 31, 2022.

City of Bethel Action Memorandum

Action memorandum No.	20-18		
Date action introduced:	May, 26, 2020	Introduced by:	Council Member DeWitt
Date action taken:		Approved	Denied
Confirmed by:			

Direct Administration and the City Clerk's Office to prepare for and organize a City Council Retreat for June 24, 2020 to begin at 6:00 p.m.

Amount of fiscal impact:		Account information:
X	No fiscal impact at this time.	

In an effort to establish cohesive planning and preparation for the future of our organization and community, it is necessary to evaluate and create organizational projects and goals. Bringing the elected officials and city staff together will allow thorough review of current projects, future needs and possible funding strategies.

OBJECTIVES OF RETREAT

To determine the City Council's priorities for 2020-2025 in order to ensure City resources are used efficiently to provide high-quality services to Bethel citizens

AGENDA

1. Administrations Report on Active City Projects and Funding.
2. Administrations Report on Plans for Future Projects and Funding.
3. Identifying Individual Council Member Priorities for 2020 -2025.
4. Administration, City Clerk and City Attorney Priorities for 2020-2025.
5. Estimated Level of City's Effort and Funding per Priority.
6. Identifying Potential Partnerships for Priority.
7. Ranking and Setting Priorities.

DOCUMENTS NEEDED IN ADVANCE OF RETREAT:

List of active City Projects, Primary Impacted Departments, Status, Costs.

List of Department Goals and Objectives.

City of Bethel Action Memorandum

Action memorandum No.	20-19		
Date action introduced:	May 26, 2020	Introduced by:	Vincenzo S. Corazza, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute a construction agreement with Wolverine Supply, Inc. to complete the Public Works facility floor and foundation structural improvements.

Attachment(s): (1) Construction contract between City of Bethel and Wolverine Supply, Inc. for completion of Public Works facility floor and foundation structural improvements.

Amount of fiscal impact:		Account information:
\$497,850	FY 2020 Budget (expect Capital carry-over to FY 2021)	10-65-699

Summary Statement

The City's municipal engineer firm, DOWL, prepared and issued a Request for Bids (RFB) document on April 20, 2020 for the Public Works floor and foundation construction work. The RFP contained a detailed description of the scope of work and schematics.

The scope of work for this project includes reinforcing 64 beam hangers, installation of 31 new glulam beams with custom hangers to support existing failed glulam beams, 210 square feet of new floor decking, and 60 square feet of epoxy injected structural repairs to existing girders.

The City received the following two qualified bids by the May 11, 2020 due date:

1. Wolverine Supply, Inc. > \$497,850
2. Denali General Contractors > \$625,000

DOWL sent out intent to award letters to respondents on May 14, 2020. The City's five-day protest period has expired. DOWL is prepared to finalize the contract, secure signatures, and perform construction management services, as needed.

The Bethel City Council modified the FY 2020 Budget by appropriating \$500,000 from the Water and Sewer Enterprise Fund to the Public Works Administration Budget for the construction portion of this project. The Public Works Department has \$107,000 remaining from a previous budget modification of \$150,000 for assessment, design, and construction management of the floor and foundation repair work.

The substantial completion deadline is October 15, 2020. The final completion date is November 15, 2020.

SECTION 00 52 13

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

THIS AGREEMENT is by
and between _____
City of Bethel
P.O. Box 1388
Bethel, Alaska 99559 _____ (“Owner”) and
Wolverine Supply Inc. _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: All materials, equipment, labor, and related services to construct the City of Bethel Public Works Facility Structural Improvements.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by BBFM (Engineer of Record).
- 3.02 The Owner has retained DOWL (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before October 15, 2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 15, 2020.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st (first) day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Ninety-five (95) percent of Work completed (with the balance being retainage), and
 - b. Ninety-five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire Work to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety-eight (98) percent of the Work completed, less such amounts set off by Owner

pursuant to Paragraph 15.01.E of the General Conditions, and less **One Hundred Fifty (150)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (EJCDC C-520 pages 1 to 7, inclusive).
 - 2. Performance bond (EJCDC C-610 pages 1 to 3, inclusive).
 - 3. Payment bond (EJCDC C-610 pages 1 to 2, inclusive).
 - 4. Other bonds.
 - a. (pages to , inclusive).
 - 5. General Conditions (EJCDC C-700 pages 1 to 68, inclusive).
 - 6. Supplementary Conditions (EJCDC C-800 pages 1 to 7, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 4 sheets with each sheet bearing the following general title: Bethel Public Works Facility Structural Improvements.
 - 9. Addenda (numbers 1 to 19, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 39, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

10.06 Other Provisions

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

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

This Agreement will be effective on May 28, 2020 (which is the Effective Date of the Contract).

OWNER:

City of Bethel

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

CONTRACTOR:

Wolverine Supply, Inc.

By: Michelle Clapp

Title: Vice President

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

Attest: _____

Title: _____

Address for giving notices:

5099 E. Blue Lupine Drive

Wasilla, AK 99654

License or
Registration
No.: 21686

(where applicable)

SECTION 00 72 13

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**1.01 Defined Terms**

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

procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

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

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

Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work. **A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.**

1.02 Terminology

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

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor one (1) printed copy of the Contract (including one fully executed counterpart of the Agreement. Additional printed copies will be furnished upon request at the cost of reproduction.

- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
 - 4. Contractor shall submit a preliminary list of construction equipment with hourly rates, owned or rented by the Contractor and all Subcontractors that will be used in the performance of the Work. The equipment list will include information necessary to confirm the hourly rates per Paragraph 13.01.B.5.c of these General Conditions including: make, model, and year of manufacture as well as horse power, capacity or weight and accessories.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

- A. Prior to the first application for payment all schedules and documents identified in paragraph 2.03 shall be finalized and acceptable to Owner and Engineer. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and Owner as provided below. Acceptance of these schedules and documents by either Engineer or Owner will neither impose on

Engineer or Owner responsibility for sequencing, scheduling or progress of the Work and will not interfere with or relieve Contractor from Contractor's full responsibility therefore.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. Contractor's Schedule of Equipment will be acceptable to Engineer as to form and substance if it provides the necessary information to reference the equipment and establish the hourly rates in accordance with paragraph 13.01.B.5.c.

2.06 *Electronic Transmittals*

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

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express

written consent, or violate any copyrights pertaining to such Contract Documents.

- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be

entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

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

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. If it is necessary or desirable that the Contractor use land outside of the Owner's site, easement or right-of-way, the Contractor shall obtain consent from the property owner and tenant of the land. The Contractor shall not enter for material delivery, storage or occupy for any other purpose with men, tools, equipment, construction material, or with materials excavated from the site, any private property outside the designated limits of the construction site, easement boundaries, or right-of-way without written permission from the property owner and tenant.

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

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
4. Contractor is required to visit the site and become familiar with and satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. This is to involve an alert, heads-up, eyes open, reasonable examination of the area and the conditions under which the Work is to be performed (See 5.04 D.2b)

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. Possible Price and Times Adjustments:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
 - e. Before beginning any excavation, the Contractor shall contact the appropriate "one call" underground utility locate service and/or notify all owners of underground facilities (as applicable) and coordinate the Work with the owners of such underground facilities. The information shown or indicated in the Contract Documents with respect to existing underground facilities is based on information and data obtained from the owners of the facilities without field exploration and as such Owner and Engineer are not responsible for the accuracy or completeness of such information or data.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site is unusual and payment per the applicable unit price item Bid for encountering existing Underground Facilities isn't applicable was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments:*

1. Contractor shall be paid at the unit price Bid for encountering Underground Facilities and will not be entitled to additional equitable adjustment in the Contract Price or Contract Times, or both, unless the Engineer's review determines that the existing facility is unusual and shouldn't be covered by the unit price and the to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related and resulted in delay, disruption, or interference, causes causing an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

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

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

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques,

- sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following

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

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

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular

570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any

confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby

(including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

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

liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers,

directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

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

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours (8:00AM to 5:00PM), Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

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

evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

- 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.

- b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop

Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

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

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

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to Subcontractor(s), without prior written approval of the Owner.
- B. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

- C. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- D. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- E. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- F. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- G. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- H. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- J. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- K. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- L. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

- M. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- N. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or

when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

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

7.10 *Laws and Regulations*

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

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, ADEC waivers, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer. The Engineer will transfer the Contractor's record information to the original drawings and submit prints to the Contractor for review. Contractor shall provide writing confirmation that the record drawings are complete and accurate before final payment is approved by the Engineer.

7.12 *Safety and Protection*

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

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

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the

Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

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

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

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

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

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

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

7.17 *Contractor's General Warranty and Guarantee*

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

6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

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

7.19 Delegation of Professional Design Services

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

ARTICLE 8 – OTHER WORK AT THE SITE**8.01 Other Work**

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

patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

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

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**10.01 *Owner's Representative***

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

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

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

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

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**11.01 *Amending and Supplementing Contract Documents***

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders:*

- a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
- b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

11.02 *Owner-Authorized Changes in the Work*

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

with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be

paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

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

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not act on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is

deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS**12.01 Claims**

- A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*:
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the

receiving party does not act on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

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

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

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to

Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. The cost for the use of all construction equipment and machinery, and the parts thereof, whether owned by the Contractor or rented from Contractor or others shall be calculated as follows and include the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof for equipment involved only in the changed portion of the work covered under the Cost of the Work method. Transportation, loading and assembly costs will not be included for equipment already on the site which is being used for other portions of the Work. Hourly equipment and machinery rates shall be calculated from the Rental Rate Blue Book for Construction Equipment, and the equipment list submitted according to Paragraph 2.03 and 2.05 and as follows. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - 1) For working equipment, the hourly rate shall be the monthly rental rate divided by 176 hours per month plus the hourly operating cost.
 - 2) For equipment on standby, the hourly rate shall be 50% of the monthly rental rate divided by 176 hours per month and the hourly operating cost shall not be applied.
 - 3) For specialized equipment rented for a short duration used for change order work or additional work not part of the scope of the Work bid, the equipment rental rate will be in accordance with the terms of a third-

party rental agreement or shall be negotiated prior to the work being performed.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

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

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions
 - 1. if the extended price of a particular item of Unit Price Work amounts to five percent (5%) or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

14.03 Defective Work

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

Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order

Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

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

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

15.01 *Progress Payments*

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

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

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

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

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

C. Review of Applications:

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

design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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

- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

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

- k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall inspect the Work to determine the status of completion. If Engineer or Owner does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor. Contractor shall immediately correct the deficiencies and re-notify the Engineer in writing that the Work is substantially complete.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete,

then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

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

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment:*

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

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

- 1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other

obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

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

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.

- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the

Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18 – MISCELLANEOUS**18.01 *Giving Notice***

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

SECTION 00 80 00

SUPPLEMENTARY CONDITIONS TO THE STANDARD GENERAL CONDITIONS

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

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

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

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

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 Contractor's Liability Insurance

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

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

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

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

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

General Aggregate	<u>\$1,000,000</u>
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Products - Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	<u>\$1,000,000</u>
3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:	
Combined Single Limit	<u>\$1,000,000</u>
4. Excess or Umbrella Liability:	
Per Occurrence	<u>\$2,000,000</u>
General Aggregate	<u>\$2,000,000</u>
5. Contractor's Pollution Liability:	
Each Occurrence	\$ <u>N/A</u>
General Aggregate	\$ <u>N/A</u>
☐ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract	
6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:	
a. BBFM	
7. Contractor's Professional Liability:	
Each Claim	\$ <u>N/A</u>
Annual Aggregate	\$ <u>N/A</u>

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.12 Safety and Protection

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

ARTICLE 8 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-8.03 Project Representative

- A. The Resident Project Representative (RPR) will be DOWL (Engineer's) representative at the Public Works Facility, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's On-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct On-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. Inspections, Tests, and System Start-ups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- 10. Reports:
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals. Contractor's daily reports shall be signed by the RPR and/or the City of Bethel Representative.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
- 11. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 12. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer

for review and forwarding to Owner prior to payment for that part of the Work.

13. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

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

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

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

ARTICLE 18 – MISCELLANEOUS

SC- 18.07 Controlling Law

- A. Delete Paragraph 18.07 in their entirety and insert the following:

This Contract shall be governed by the laws of the State of Alaska. Jurisdiction and venue for any dispute or litigation arising under this Contract shall lie in the Superior Court for the State of Alaska, Third Judicial District at Anchorage.

BETHEL PUBLIC WORKS BUILDING FLOOR FRAMING REPAIRS



PUBLIC WORKS BUILDING
NOT TO SCALE



PUBLIC WORKS BUILDING FLOOR AND SOUTH OVERHEAD DOOR
NOT TO SCALE



FLOOR FRAMING
NOT TO SCALE



FAILED BEAM HANGER
NOT TO SCALE

GENERAL NOTES

DESIGN LIVE LOADS:

FLOORS 60,000 POUND WATER TRUCK, TANDEM REAR AXLE, 4 TIRES PER REAR AXLE

STRUCTURAL STEEL:

ALL STEEL ASTM A36, HOT DIP GALVANIZED OR METALIZED (THERMAL SPRAY COATED). FABRICATION AND ERECTION PER AISC SPECIFICATIONS.

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

HIGH-STRENGTH BOLTS PER ASTM A307, GALVANIZED.

GLUED-LAMINATED TIMBER:

BEAMS AND GIRDERS - DOUGLAS FIR SPECIES, COMBINATION 24F-V4, Fb = 2400 PSI. PROVIDE WET-USE ADHESIVES. MOISTURE CONTENT - 14 PERCENT MAXIMUM. APPEARANCE - INDUSTRIAL GRADE.

STRUCTURAL SAWN LUMBER:

LUMBER VISUALLY GRADED AND STAMPED PER WWPA STANDARD GRADING RULES. MOISTURE CONTENT OF LUMBER 2" OR LESS IN THICKNESS - 19 PERCENT MAXIMUM.

STRUCTURAL FRAMING - DOUG FIR SPECIES, #2 GRADE OR BETTER, PRESSURE TREATED PER AWPA U1, USE CATEGORY UC3B.

USE HOT-DIPPED GALVANIZED FASTENERS IN ALL PRESERVATIVE TREATED AND FIRE RETARDENT TREATED WOOD. USE GALVANIZED FRAMING HARDWARE MANUFACTURED BY SIMPSON COMPANY OR APPROVED EQUAL. ICC-ES CERTIFICATION REQUIRED.

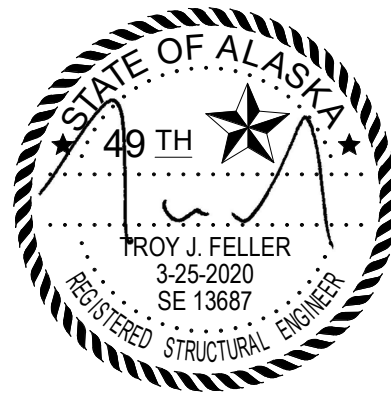
MISCELLANEOUS:

CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS, MEMBER SIZES AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS ARE INTENDED AS GUIDELINES ONLY AND MUST BE VERIFIED. THE EXISTING CONDITIONS SHOWN ON THE DRAWINGS ARE BASED ON EITHER SITE OBSERVATION, ORIGINAL DRAWINGS OR WERE ASSUMED BASED ON EXPECTED CONDITIONS. IF THE EXISTING CONDITIONS DO NOT CLOSELY MATCH THE CONDITIONS SHOWN ON THE DRAWINGS, OR IF THE EXISTING MATERIALS ARE OF QUESTIONABLE OR SUBSTANDARD QUALITY, NOTIFY THE ARCHITECT PRIOR TO COMMENCING ANY WORK.

DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED BUT ARE OF SIMILAR CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED SUBJECT TO REVIEW AND APPROVAL BY THE ARCHITECT AND STRUCTURAL ENGINEER.

PROVIDE TEMPORARY ERECTION BRACING AND SHORING AS REQUIRED FOR STABILITY OF THE STRUCTURE DURING ALL PHASES OF CONSTRUCTION.

REFER TO SPECIFICATIONS FOR INFORMATION NOT CONTAINED IN THESE GENERAL NOTES.



Revision Schedule		
Num	Desc	Date

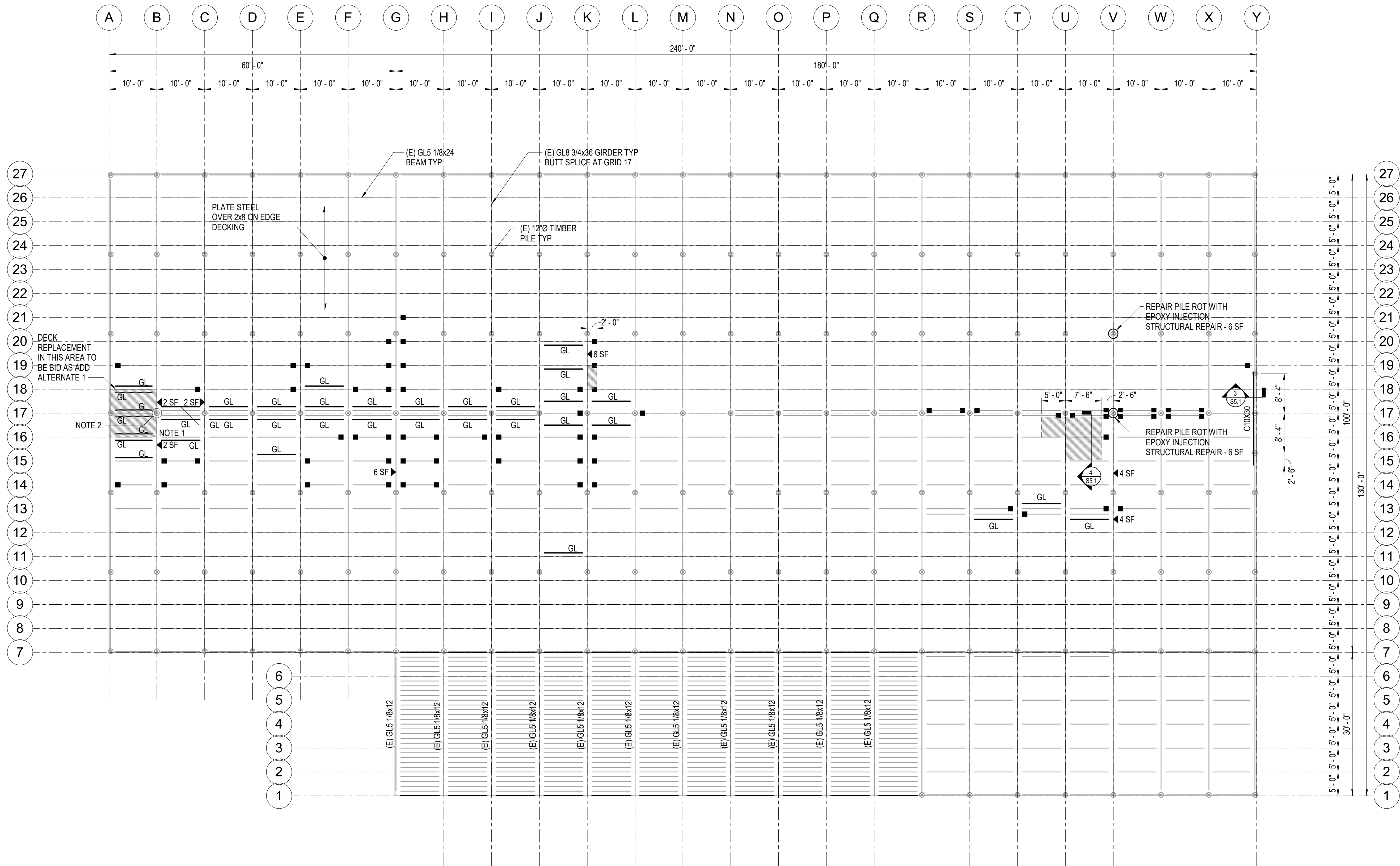
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Checked TJF	Job No. 219117

Sheet Contents
GENERAL NOTES

Drawing No.

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REPAIR SCHEDULE			
SYMBOL	CONDITION	FIX	NUMBER OF OCCURRENCES
	BEAM HANGER CORRODED AND HAS A REDUCED CAPACITY BUT HAS NOT FAILED	ADD BEAM SUPPORT LEDGER PER DETAIL 2/S5.1	67
	WOOD ROT IN BEAM AND/OR HANGER HAS FAILED AND BEAM HAS DROPPED	ADD NEW GL5 1/8 X 24 BEAM ADJACENT TO EXISTING BEAM (APPROXIMATELY 8" CLEAR) WITH A HANGER PER DETAIL 1/S5.1 AT EACH END	36
	WOOD ROT IN 2x8 WOOD DECKING	REMOVE AND REPLACE WOOD DECKING, SPLICES TO BE CENTERED OVER SUPPORTING BEAM	110 SQ FT BASE BID 100 SQ FT ADD ALTERNATE 1
	WOOD ROT IN GIRDER	EPOXY INJECTION STRUCTURAL REPAIR PER DETAIL 6/S5.1	36 SQ FT

- NOTES:
- REMOVE GL 5 1/8x24 BEAM AND HANGERS.
 - REMOVE 2'-0"x6" STEEL SIDE PLATE ON ONE SIDE OF GL 8 3/4x36 GIRDER TO ALLOW ACCESS FOR EPOXY INJECTION
INSTALL 8 - 1/4"Øx3" SIMPSON SDS SCREWS THROUGH REMAINING SIDE PLATE INTO GL 8 3/4"x36 GIRDER (4 SCREWS TO EACH GIRDER).

1 FLOOR FRAMING REPAIR PLAN
3/32" = 1'-0"



Revision Schedule		
Num	Desc	Date

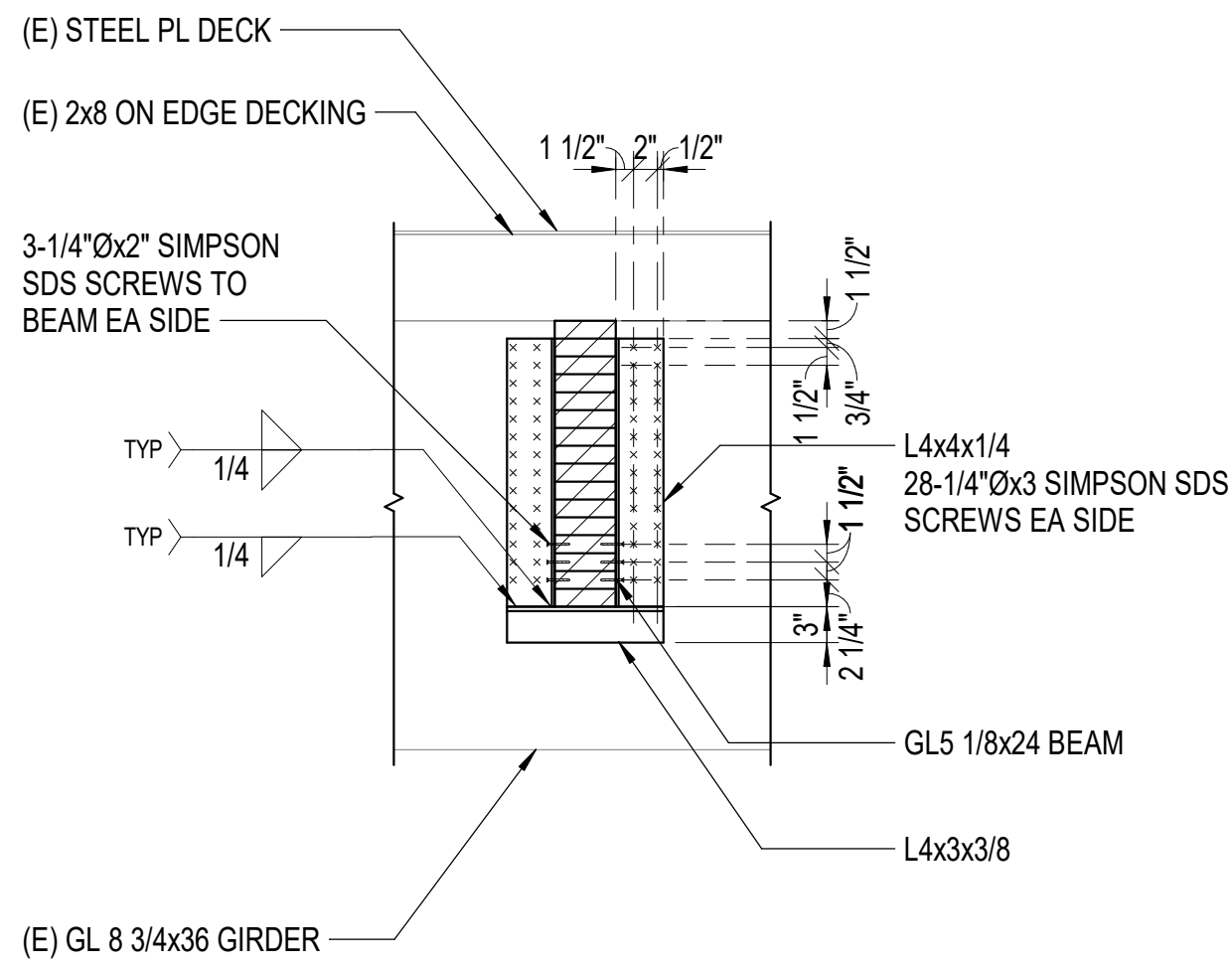
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Checked TJF	Job No. 219117

Sheet Contents
FOUNDATION PLAN

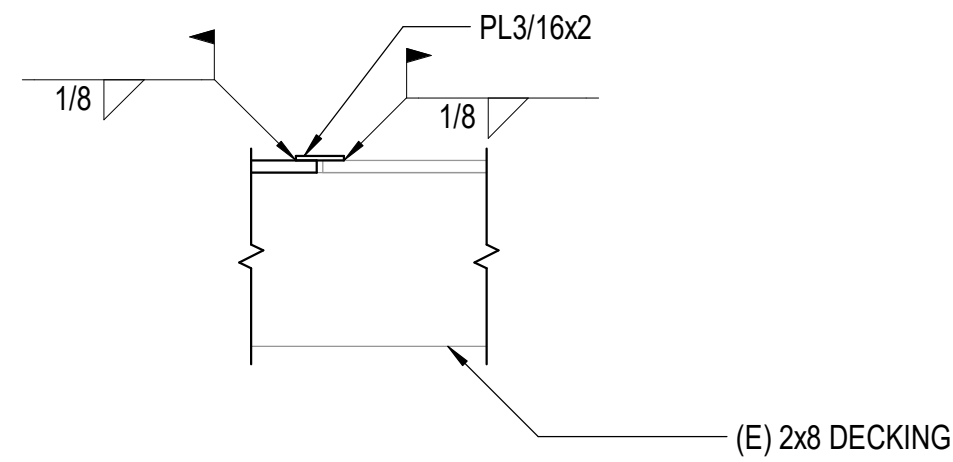
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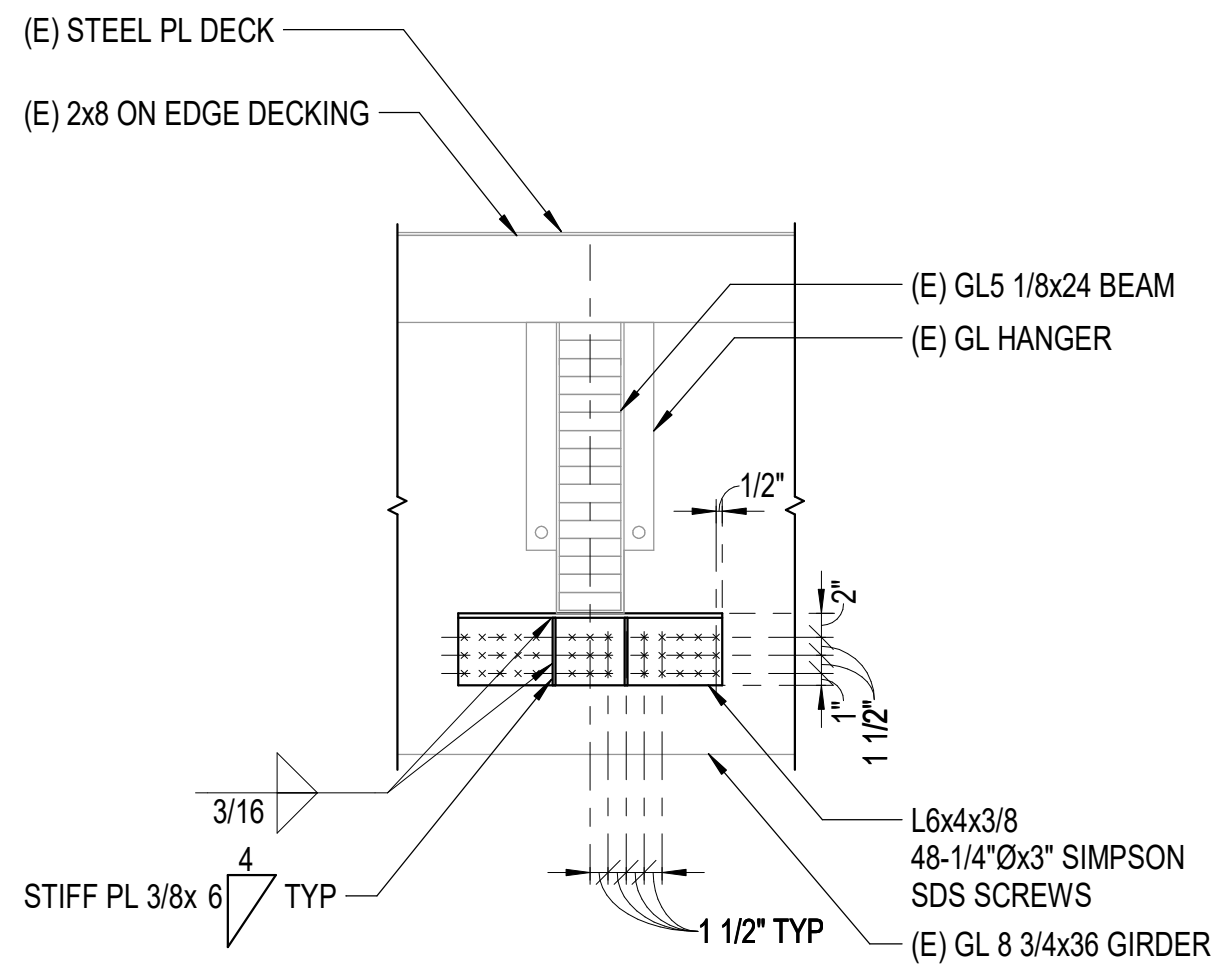
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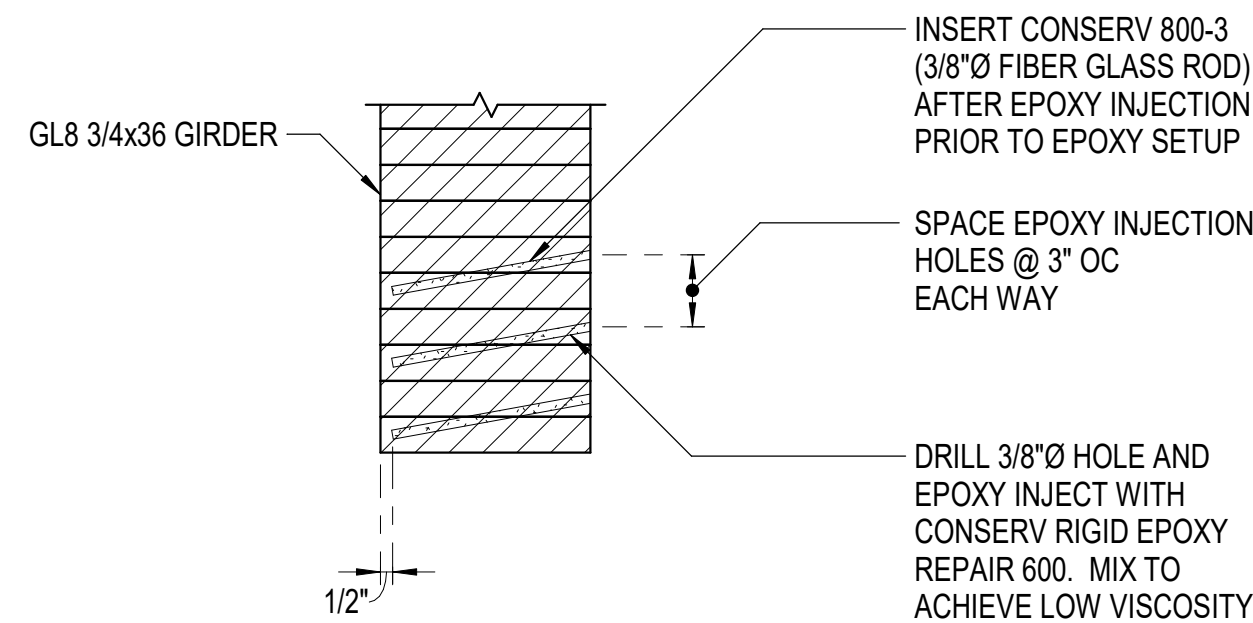
1 NEW GL BEAM TO GIRDER
3/4" = 1'-0"



5 NEW FLOOR PL TO (E) FLOOR PL
1 1/2" = 1'-0"

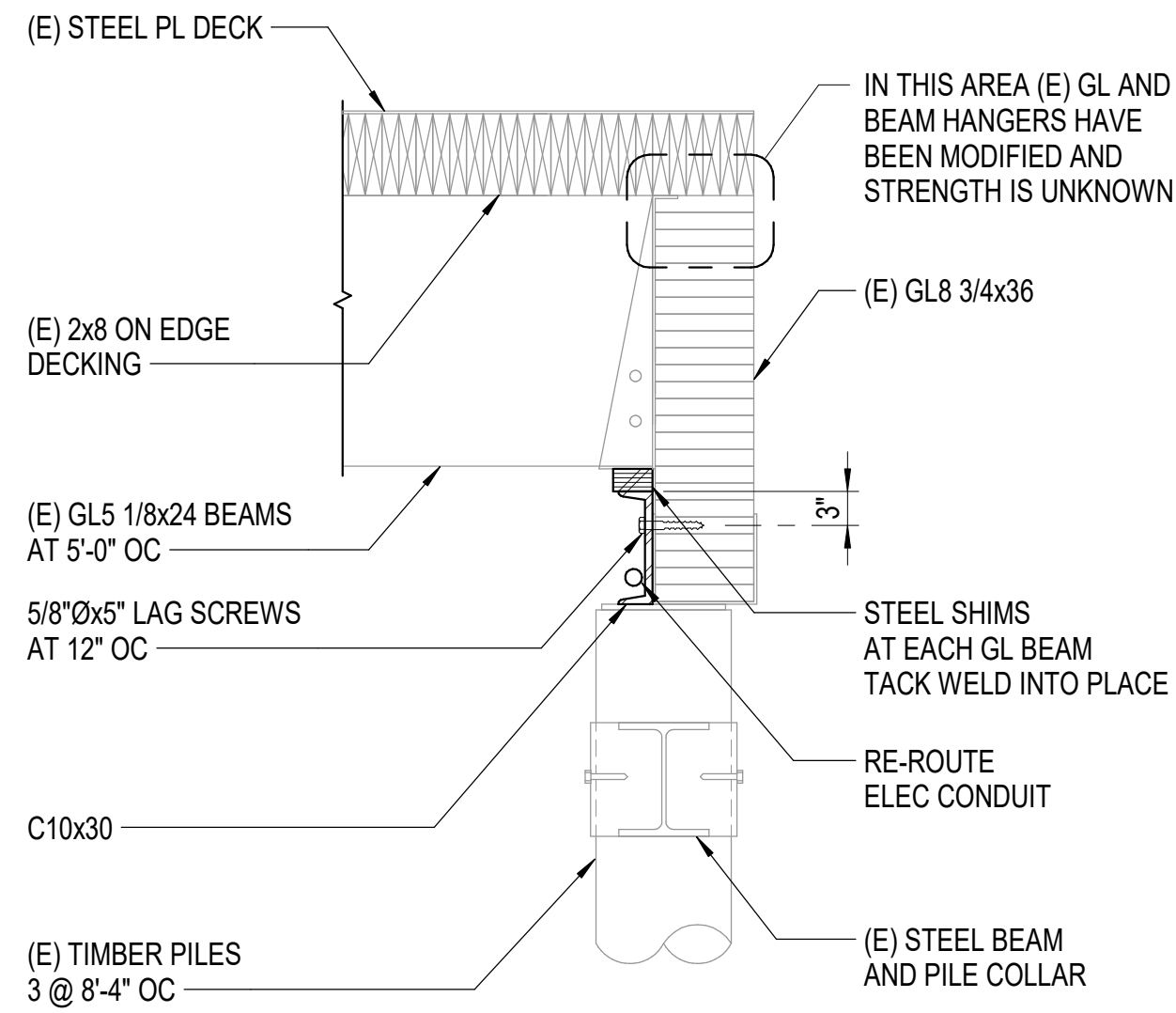


2 (E) GL BEAM TO GIRDER
3/4" = 1'-0"

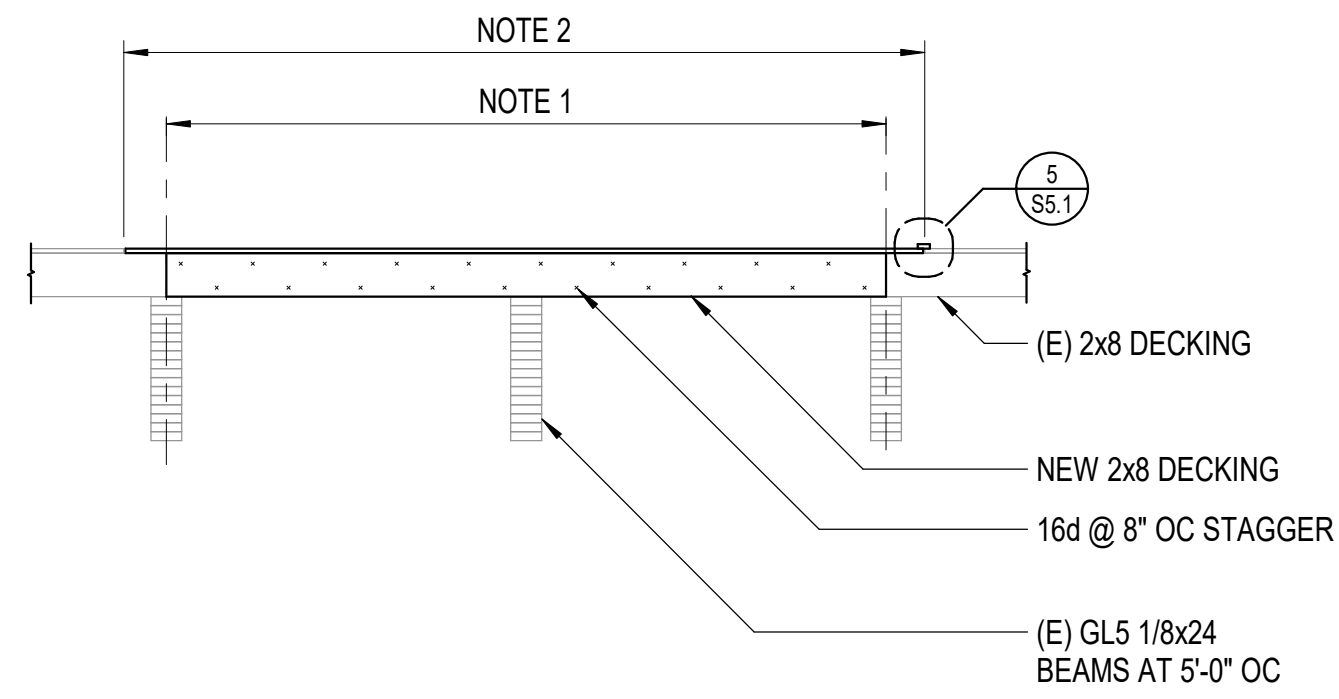


NOTE:
CONTRACTOR TO CONSULT WITH ENGINEER TO DEFINE
EXACT AREA OF GIRDER THAT IS TO BE REPAIRED.

6 EPOXY INJECTION STRUCTURAL REPAIR
1 1/2" = 1'-0"



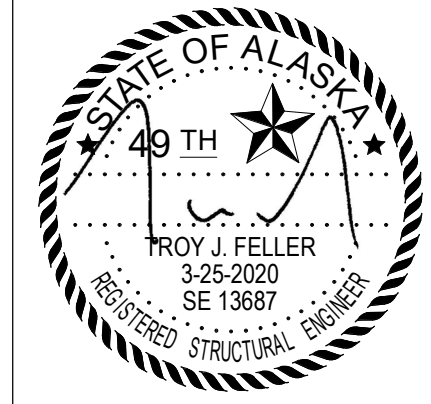
3 C10 AT (E) PILE
3/4" = 1'-0"



NOTES:
1. REMOVE AND REPLACE (E) 2x8 DECKING.
2. CUT AND REMOVE PLATE STEEL DECKING.
REINSTALL NEW 1/2" PLATE.

4 FLOOR DECKING REPAIR
3/8" = 1'-0"

PUBLIC WORKS BUILDING REPAIRS
CITY OF BETHEL, ALASKA



BBFM Engineers Inc.
845 K Street
Anchorage, AK 99501-1949
Phone: (907) 274-2236 Fax: 274-2520
Corporate Authorization No. C725

Revision Schedule		
Num	Desc	Date

Drawn CMS	Date 3-25-2020
Checked TJF	Job No. 219117

Sheet Contents DETAILS

Drawing No. S5.1

Addendum No. 1**April 22, 2020****(1 page – plus 2 attachments – for a total of 18 pages)**

The information in this addendum modifies and changes the original bidding contract documents. In case of conflicts between this Addendum and previously issued documents, this Addendum shall take precedence.

BID DOCUMENT CHANGES

Add to Attachments Section: B. Site Photos, as attached (8 pages).

Add to Attachments Section: C. Bethel Public Works Building Report, as attached (9 pages).

+ + END OF WRITE UP FOR ADDENDUM NO, 1 + +

ATTACHMENT B

ATTACHMENTS
Attachment B. Site Photos
(7 pages)



Figure: 1 – Bethel Public Works Facility



Figure: 2 – Subfloor and floor joist



Figure: 3 – Subfloor and floor joist



Figure: 4 – Wood piling and floor joist



Figure: 5 – Wood piling and floor joist



Figure: 6 – Subfloor access point



Figure: 7 – Result from leaking floor



Figure: 8 – Wood piling and twisted floor joist



Figure: 9 – Floor joist



Figure: 10 – Subfloor and rotting floor joist



Figure: 11 – Wood piling and floor joist



Figure: 12 – Rotting subfloor



Figure: 13 – Rotting subfloor



Figure: 14 – Shop floor

++ END OF ATTACHMENTS – ATTACHMENT B. SITE PHOTOS ++

ATTACHMENT C

Bethel Public Works Building Report

Introduction

On July 30 2019, Troy Feller inspected the Bethel Public Works Building floor framing after the building's users noticed unusual deflections and floor movements. The structure is a Pre-Engineered Metal Building supported on a wood framed floor platform founded on timber piles. The building is large and basically a rectangle with plan dimensions of 130' x 240'. There is a 2nd floor mezzanine housing offices and mechanical rooms along the eastern side.

The floor framing consists of steel plate over 2x8 wood decking. The decking is 2x8's on edge (7 1/4" thick solid wood deck) spanning 5'-0" to Glue Laminated (GL) beams. The beams are GL5 1/8 x 24 (5 1/8" wide x 24" deep) and span 10'-0" to GL8 3/4 x 36 girders. Girders are supported on timber piles.

Building users Bill Arnold, Corbin Ford, and Gary Poe informed Troy that the building is used to house and maintain Public Works equipment such as graders, front end loaders, garbage trucks, sewer trucks, and water trucks. The water trucks must remain full of water and be stored inside the building during winter months to assure an available source of water for firefighting purposes. It was explained that these water trucks continuously leak water onto the building floor. There are up to ten 60,000 lb water trucks that are stored in the building during the winter.

The building users noticed unusual floor deflections near the south overhead door were occurring when equipment was entering and exiting the building. They reported that when a truck would exit the building the floor was sagging enough that standing water would flow towards the door and pool as the floor deflected downwards. Because of this indication the south overhead door had been blocked off and was no longer being used. See Photo 1.

Troy's initial inspection indicated that some of the steel "hanger" connections that support the beams hanging from the girders have corroded and completely failed. Reference Photos 2 and 3 that show the top flange of the beam hangers have separated from the rest of the bracket and the beams have dropped down and wedged between the girders.

His findings during this initial inspection prompted a follow-up inspection by Troy Feller and Greg Latreille, both of BBFM Engineers, on Monday and Tuesday, September 9th and 10th, 2019. They were able to thoroughly observe and inspect the main floor framing and connections from the underside.

Observations in Field

Troy and Greg developed a simple 3-tier rating / assessment system for the beam-to-girder connectors:

- Connectors that were generally free of signs of corrosion or showed only minor surface rusting without any detectable loss of steel thickness were recorded as "acceptable". These connectors can continue to perform in a serviceable fashion as long as measures are taken to ensure that water from operations inside the building is adequately captured and directed away from the framing and its connections. The majority of the connectors in the building were noted as "acceptable".

- Connectors that showed more advanced signs of corrosion and any detectable loss of steel thickness, particularly on the corner at the edge of the top of the glulam girder – the common site of failure for other, already failed connectors – were labeled as "remediation required." These connectors appear to be supporting building loads at the current time, but their level of corrosion suggests that their ability to resist load has decreased from design levels due to section loss. Given the relatively imprecise methods of assessing soundness of the steel available, it is difficult to quantify how much these connections have been weakened or how much more corrosion they can accommodate before failing. Connections with "remediation required" are present in specific areas throughout the building, typically in areas experiencing the most traffic, such as the driving aisles. It is recommended that these connections be repaired or replaced within one or two years. "Remediation Required" connections were marked in the field with a single white dot of spray paint near the connection. There are 101 such connections in the building.
- Some connectors have already failed, with the connected glulam having fallen downward so as to be wedged in place against the side of the supporting glulam girder. Connectors that have experienced an actual separation of the steel backing plate from the steel top flange running over the glulam girder were recorded as "failed". Connectors that have not yet separated at this junction, but which have advanced stages of corrosion and section loss of over 50% at this common failure zone were also labeled as "failed", as they can no longer be relied upon to safely support vehicle loads. "Failed" connections were marked in the field with two white dots of spray paint near the connection. See Photos 2-4. There are 12 such connections in the building.

Glulam beams and girders were also assessed. Using a 1/8" diameter x 6" long drill bit, the resistance of the wood grain to drilling, i.e. the ease in which the drill bit could be driven into the material, was used to identify timber members that are experiencing advanced rot and decay. Beams and girders that are degraded to the point of causing concern for their ability to resist the imposed loads were marked in the field with a white spray-painted "X" (See Photo 4) and noted on plan as well. Wood and timber members tend to fail in a progressive nature, with visible sag, fiber crushing, splintering, and large deflections occurring prior to a complete failure. Since these effects are not currently being observed in the framing, these members have not been flagged as requiring immediate replacement or restrictions on current operations. It is recommended they be repaired, replaced, or reinforced in the next one to two years.

113 connections require replacement or reinforcing, of which 12 connections have failed completely. 12 glulam beams and 5 glulam girders are in need of either significant reinforcement or replacement. There are also 4 bays where the 2x8 decking is rotten and must be replaced.

"Failed" connections and framing were encountered in only two general locations in the building: in the vicinity of the south entrance extending into the center portion of the building for roughly 50 feet, and underneath the western side of the dividing wall that runs roughly through the center of the building east-to-west (along grid K).

For the "failed" connections in the vicinity of the south entrance of the building, Troy and Greg marked a rectangular area roughly 50' long and 30' wide to be cordoned off from all vehicular traffic. They marked the corners of this rectangular area in spray paint, and shop personnel indicated they would use the paint marks to position large pipe barriers to ensure vehicles do not enter this restricted area. See Photo 7

For the "failed" connections along the dividing wall, no additional barriers need to be placed for vehicle traffic, since equipment placed along the wall already prevents vehicle loading to the failed connections. However, some of the equipment in use along this wall was actively channeling water down into the wall base at the time of their visit, which is the likely source of

the connection failures we observed below. Shop personnel indicated they would seek to limit the amount of water intrusion into the wall base.

Other observations

Although not included in the project scope, Troy and Greg also noted some other areas of the building that merit consideration or additional investigation. These items are listed below:

There are some significant issues with the exterior wall insulated metal panel system. In several cases, the outermost layer of protective metal has been completely compromised, and the insulation layer is being subjected to weather water intrusion. This does not currently appear to be causing further corrosion to building elements inside the building, but that will not be the case if this situation is left unaddressed in future years. It is recommended that a complete inspection of wall panels and roofing be done to determine the extent of this problem. See Photos 5 and 6.

Troy and Greg performed a “spot check” of the timber piles supporting the building, focusing their attention on areas that hold or channel water and any piles that showed signs of distress. Roughly 30 piles were examined, and only 2 piles showed signs of anything more than minor weathering. 1 of these piles had some more significant decay, but not yet to a level that causes concern. The other pile had decay to a level that will likely require attention in the next 10 years. In general, no action is currently recommended for the timber piles, but continued use of the building will eventually require some intervention of these exposed elements. As such, they should be evaluated every 8 to 10 years.

At the north entrance of the building, the ramp that leads to the overhead door is constructed with a retaining structure adjacent to the building. This retaining structure has led lateral soil pressures being transmitted to the building timber piles at this location and has pushed them inward. At some point in the past, this condition was addressed with the addition of steel collars to the 3 affected piles and field modifications to 4 of the beam hangers that attach to the spandrel glulam girder at this location. It is not possible to determine the construction of these modified hangers, and there are some apparent shortcomings in the design and configuration of the new connection. This work was most likely done without a load-based design. Given the crucial nature of its location (all vehicles currently entering and exiting the building pass over these connections), revising this connection should be considered. See Photo 9

In doing a perimeter walk of the building, Troy and Greg observed that one deck and stair was at such a level of decay that they recommended shop personnel to cordon it off as not suitable for human traffic. See Photo 8. Numerous other life-safety deficiencies were noted and brought to the attention of building personnel. These include a section of missing safety rail at the loading dock / entry deck and step heights at many of the building exits. See Photo 10. It would be best to retain an architect to perform a code study for egress and other life-safety concerns.

Immediate Mitigation Measures

In general, it is clear that all of the corrosion and decay that is being experienced by building framing is the result of water intrusion from sources inside the building, not from exterior sources (weather). Therefore, further corrosion and subsequent weakening of the floor framing can be immediately mitigated by addressing the interior sources of water, measures such as:

- Repair to the metal plate topping over the wood deck, which is reasonably effective at preventing water intrusion where it is not cracked or otherwise compromised.
- Repairing leaky water trucks, equipment, valves, hoses, etc. Stop the water at its source as much as possible.
- Repairing any perimeter breaks in the metal sheeting, particularly at dividing walls, many of which are showing signs of some level of water intrusion.

- Reestablishing the trench drain in the southern half of the building, much of which was covered over by metal during a previous re-decking project. Ponding water, likely perpetually present, was observed in the center of the southern half of the vehicle area, because it has no means of draining. Permanent standing water such as this will serve to decrease the effectiveness and life of the metal sheet topping. See Photo 1

The measures above will help arrest the current pace of degradation of the structure. However, in order to restore full use of the building into the future, the failed and compromised elements will need to be addressed. In the meantime, it is recommended that no heavy equipment loads be allowed in the area indicated near the south overhead door. For the rest of the floor, it is recommended that a weight limit be established based on the weight of a fully loaded water truck (60,000 lbs.) Vehicles heavier than this should not be placed on the framed floor. It was mentioned that a Caterpillar D8 Bulldozer has been brought into the building in the past. Bringing equipment that heavy into the building should be avoided.

Conclusions and Recommendations

Serious structural deficiencies were found and included rot in the floor beams and girders, corrosion and failure of the connection between beams and girders, and corrosion in the insulated metal wall panels.

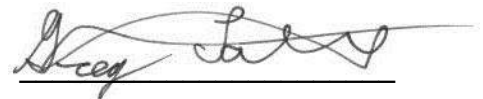
We recommend the “failed” and “remediation required” framing and connections be fixed in the next one to two years. Given the number of affected connections and framing members, the costs of these repairs could be between \$1 Million and \$7 Million (**note** – BBFM Engineers is not a qualified construction estimator. The number above is for general discussion purposes only and should not be taken as a budget allowance or used to set funding requirements for this project. Qualified professional cost estimators should be retained to develop a cost for the proposed repairs). It will also be necessary to retain a professional engineer to complete the design of any upgrades. Upgrades discussed in this report are for illustration purposes only.

During the continued operation of the building prior to completion of the repairs, the building should be regularly monitored for any instances of higher-than-normal deflection, flexing, or sagging of the floor structure, and any such instances should be brought to our attention to evaluate for further damage.

We recommend an architectural code study be performed to provide access and egress considerations for the building. We also recommend the health of the building siding and possibly roof envelope be assessed by an architect or other professional competent in that field.



Troy Feller, PE, SE
Principal, BBFM Engineers Inc



Greg Latreille, PE, SE
Principal, BBFM Engineers Inc

Attachments:

Photos – below

Field Notes – Framing Plan with Compromised Connections & Framing Noted



Photo 1 – Standing water on floor deck



Photo 2 – Failed Beam Hanger



Photo 3 – Failed Beam Hanger



Photo 4 – Beam and Hanger Markings



Photo 5 – Failed Wall Panel



Photo 6 – Corroded Wall Panel



Photo 7 – Marked Area for No Vehicle Traffic



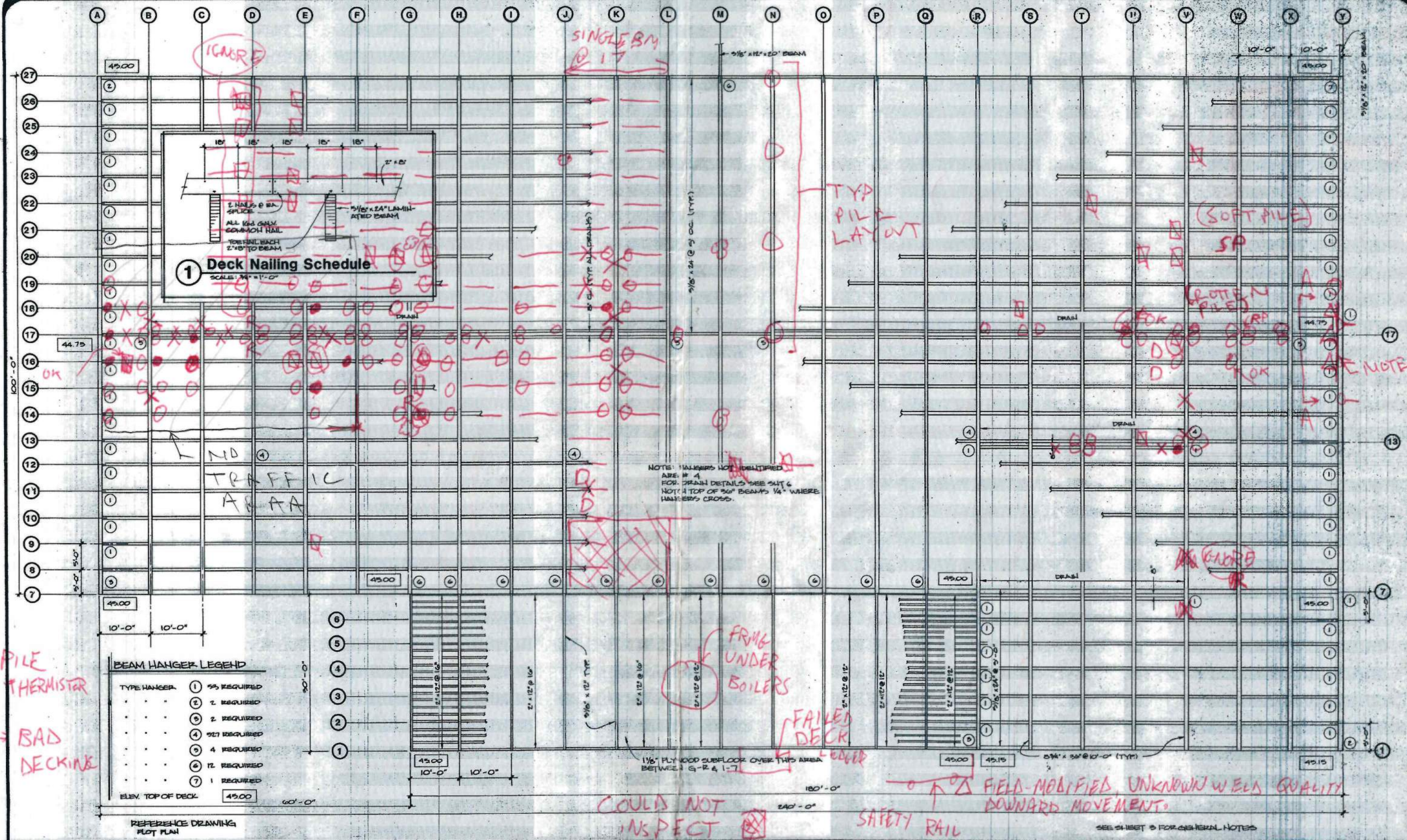
Photo 8 – Exterior Deck – Unsafe



Photo 9 – Field Modified Support at N. Entrance



Photo 10 – Step Height at Building Entrance (11")



1 Deck Nailing Schedule
SCALE: 3/4" = 1'-0"

BEAM HANGER LEGEND

TYPE HANGER	①	②	③	④	⑤	⑥	⑦
1	53 REQUIRED						
2	2 REQUIRED						
3	2 REQUIRED						
4	527 REQUIRED						
5	4 REQUIRED						
6	12 REQUIRED						
7	1 REQUIRED						

ELEV. TOP OF DECK 45.00

REFERENCE DRAWING
PLOT PLAN

STATUS		DATE PRINTED	
No.	DATE	REVISIONS	BY

Utility and Maintenance Facility

CITY OF BETHEL, ALASKA

DRAWN: DESIGNED: L. S. CHECKED: DATE: SCALE: 1/8" = 1'-0"



FLOOR FRAMING PLAN

DATE MAY 17, 1982 JOB No. E-42 SCALE 1/8" = 1'-0"

M12

SHEET OF 43

reference drawing

Addendum No. 2**May 4, 2020****(1 page)**

The information in this addendum modifies and changes the original bidding contract documents. In case of conflicts between this Addendum and previously issued documents, this Addendum shall take precedence. The following questions were asked in one form or another.

QUESTION

1. Which general contractors are bidding on this job? Is the job to install this summer.

The City of Bethel is not maintaining a list of planholders for this project.

Yes, in accordance with the required substantial and final completion deadlines, as published in the bid documents, construction must be this summer.

+ + END OF WRITE UP FOR ADDENDUM NO. 2 + +

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Purchasing Agent

City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
One	04/22/20
Two	05/04/20

B. Bidder has visited the Site and become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

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

Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) listed. Bidders shall review the Contract Documents to determine additional materials that may be required to complete the work. Any requisite materials that have not been pre-purchased by the Owner shall be furnished and installed by the Contractor.

BETHEL PUBLIC WORKS FACILITY STRUCTURAL IMPROVEMENTS BID SCHEDULE					
	Name	Quantity	Unit Measurement	Unit Price	Total Unit Price
101	MOBILIZATION & DEMOBILIZATION	1	LS	54,000.00	54,000.00
102	FURNISHING AND INSTALLATION OF GLULAM BEAM	31	EA	6,150.00	190,650.00
103	FURNISHING AND INSTALLATION OF BEAM HANGER SUPPORTS	64	EA	2,250.00	144,000.00
104	FURNISHING AND INSTALLATION OF CHANNEL SUPORT TO GLULAM GIRDER	1	LS	17,000.00	17,000.00
105	REMOVE AND REPLACE WOOD AND STEEL DECKING	110	SF	385.00	42,350.00
106	Additive Alternate 1- REMOVE AND REPLACE WOOD DECKING AT SOUTH ENTRANCE	100	SF	350.00	35,000.00
107	EPOXY INJECTION GIRDER REPAIR	66	SF	225.00	14,850.00
BID SCHEDULE - Total Base Bid- Including Additive Alternate 1				497,850.00	

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;

- D. List of Project References, which indicates experience with water main and water service construction in arctic environment;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: 340;
- G. Required Bidder Qualification Statement with supporting data;
- H. If a local Bidder a signed letter stating status as a local Bidder and show that the Bidder complies with the definition of a local bidder as found in Article 1, Instruction to Bidders;
- I. Signed and completed Bid Schedule or submittal.
- J. Signed Bidder Signature and Verification.

ARTICLE 8 – DEFINED TERMS

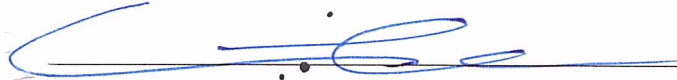
- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTALBIDDER: *[Indicate correct name of bidding entity]*Wolverine Supply, Inc.

By:

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

Attest:

[Signature]*[Printed name]*Marc Van Buskirk

Title:

Secretary

Submittal Date:

May 11, 2020

Address for giving notices:

5099 E. Blue Lupine DriveWasilla, Alaska 99654

Telephone Number:

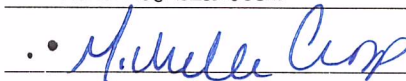
(907) 373-6572

Fax Number:

(907) 357-2023

Contact Name and e-mail

address:

michelle@wsiak.com

Bidder's License No.:

21686*(where applicable)***END OF SECTION 00 41 13**



THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

AK Entity #: 10641D
Date Filed: 10/17/2019
State of Alaska, DCCED

FOR DIVISION USE ONLY

Domestic Business Corporation

2020 Biennial Report
For the period ending December 31, 2019

Web-10/17/2019 11:59:32 AM

Due Date: This report along with its fees are due by January 2, 2020

Fees: If postmarked before February 2, 2020, the fee is \$100.00.
If postmarked on or after February 2, 2020 then this report is delinquent and the fee is \$137.50.

Entity Name: WOLVERINE SUPPLY, INC.

Entity Number: 10641D

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 5099 E. BLUE LUPINE DRIVE #201,
WASILLA, AK 99654

Mailing Address: 5099 E. BLUE LUPINE DRIVE #201,
WASILLA, AK 99654

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: MARCUS VAN BUSKIRK

Physical Address: 5099 E. Blue Lupine Drive #201, Wasilla,
AK 99654

Mailing Address: 5099 E. Blue Lupine Drive #201, Wasilla,
AK 99654

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Officers (3) and Directors (1), who must be individuals:** this entity must have a President, Secretary, and Treasurer. The President and Secretary cannot be the same person unless the President is 100% Shareholder. This entity must have at least one (1) Director. Provide all the individuals who are directors.
- **Shareholders:** the entity must provide all Shareholders who own 5% or more of the Issued Shares. Shareholders may be an individual or another entity.
- **Alien Affiliates:** the entity must provide all Alien Affiliates (non-U.S.), which may be an individual or another entity.

Full Legal Name	Complete Mailing Address	% Owned	Alien Affiliate	Assistant Secretary	Assistant Treasurer	Director	President	Secretary	Shareholder	Treasurer	Vice President
Bill Van Buskirk	5099 E. BLUE LUPINE DRIVE #201, WASILLA, AK 99654	15.00				X	X		X		
Marcus W. Van Buskirk	5099 E. BLUE LUPINE DRIVE #201, WASILLA, AK 99654	70.00				X		X	X	X	
Tod C. Blohm	5099 E. BLUE LUPINE DRIVE #201, WASILLA, AK 99654	15.00				X			X		X
Dean Holtmann	5099 E. BLUE LUPINE #201, WASILLA, AK 99654										X
Ann (Michelle) Clapp	5099 E. BLUE LUPINE DRIVE #201, WASILLA, AK 99654										X
Bruce Van Buskirk	5099 E. BLUE LUPINE DRIVE #201, WASILLA, AK 99654										X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

Purpose: ANY LAWFUL

NAICS Code: 236220 - COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION

New NAICS Code (optional):

Issued Shares: The entity must provide the number of Issued Shares

- Do not leave Issued Shares blank.
- If there are Shareholders then you must provide a number of Issued Shares. Do not exceed the number of Authorized Shares.
- If there are no Issued Shares (and no Shareholders) then provide "0" or "zero" or "none".
- To change Class, Series, Authorized Shares, or Par Value submit an amendment.

Class	Series	Authorized Shares	Par Value	Number of Issued Shares
Common		100000	0.00000	72857

Mandatory. Do not leave blank.

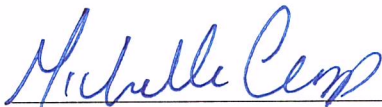
This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Michelle Clapp

**SIGNATURE AND VERIFICATION
(SHALL ACCOMPANY THE BID FORM)**

By signing below, I hereby acknowledge the following:

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



Signature

May 11, 2020

Date

Michelle Clapp, Vice President

Printed Name

Where did you hear about this RFB?

☐ ADN

☐ City of Bethel Website

☒ Plans Room

☐ Other _____

To find addenda, please visit the City of Bethel's website at www.cityofbethel.org > Businesses > Request for Proposals and Request for Bids

Failure to attach this sworn declaration shall result in automatic rejection of the bid. In the event a bidder or representative of a bidder or third party mandated by the bidder has been in violation of the statements sworn to above, the bidder's proposal shall be automatically rejected. The City of Bethel may cancel a contract that has been awarded if the city becomes aware, during the course of the contract, of a situation contravening the above sworn statements.

SECTION 00 43 13 BID BOND (PENAL SUM FORM)

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

BIDDER (Name and Address):

Wolverine Supply, Inc.
5099 E. Blue Lupine Dr.
Wasilla AK 99654-8419

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

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston MA 02116

OWNER (Name and Address):

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

BID

Bid Due Date: Monday, May 11, 2020

Description (Project Name— Include Location):

Bethel Public Works Facility Structural Improvements

BOND

Bond Number: N/A

Date: April 30, 2020

Penal sum Five Percent of The Total Amount Bid----- \$-----5%-----

(Words)

(Figures)

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

BIDDER

SURETY

Wolverine Supply, Inc. (Seal)

The Ohio Casualty Insurance Company (Seal)

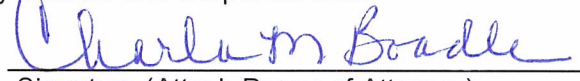
Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:



By:



Signature

Signature (Attach Power of Attorney)

Michelle Clapp

Charla M. Boadle

Print Name

Print Name

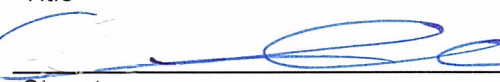
Vice President

Attorney-In-Fact

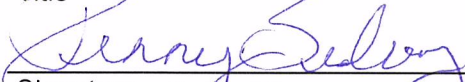
Title

Title

Attest:



Attest:



Signature

Signature Penny Silvey

Title Marc Van Buskirk, Secretary

Title Witness

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

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203400

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charla M. Boadle, James Dinneen, John L. Green

all of the city of Spokane state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of March, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of March, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of April, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Wolverine Supply, Inc.

Bidder Qualification Statement and Data

Financial Data

WSI's Financial Statement is provided herein and marked CONFIDENTIAL. Please note this is proprietary information, and is to be kept confidential.

Present Commitments

Below is a list of contracts WSI has currently under contract.

Kenai Spur Highway Rehabilitation Sports

Lake Road to Swires Road - PHI

Alaska DOT&PF

Kenai, Alaska

0221(018) / Z545940000

\$12,869,961.50

Marcus Forkner, PM

(907) 252-5599

Scheduled Completion: October 1, 2020

Galena STEM Classroom Building Remodel

Galena City School District

Galena, Alaska

\$5,527,000.00

Steve Henri, Architect

(907) 272-3567

Scheduled Completion: May 2020

Allakaket K-12 School Renovation

Yukon-Koyukuk School District

Allakaket, Alaska

Project No: 554-01

\$7,479,323.00

Kathy Chirsty, Project Manager

christykj@gci.net

Scheduled Completion: May 2020

Kodiak KHS & KFRC Electric Boilers

Kodiak Island Borough

Kodiak, Alaska

Project No: FY2020-03

\$642,780.00

Matt Gandell, Project Manager

(907) 486-9211

Scheduled Completion: Sept. 2020

Klawock Maintenance Building Reskin

Design-Build

Klawock, Alaska

Project No: 2501000054

\$520,000.00

David Hepler, PE, Project Manager

(907) 269-0815

Scheduled Completion: September 2020

JHAC Emergency Generator Replacement & Relocation

Fairbanks North Star Borough

Fairbanks, Alaska

\$557,000.00

Leslie Gonzalez, Project Manager

(907) 459-1346

Scheduled Completion: July 2020

Repair Ash Handling Controls

US Air Force

Eielson AFB, Alaska

\$1,747,000.00

SSgt Rebecca Hartupee

(907) 377-2766
 Scheduled Completion: October 2020

KCC Kitchen Upgrades
 Alaska Dept. of Corrections
 Ketchikan, Alaska
 \$839,000.00
 Ryan Henderson, Project Manager
 (907) 269-7354
 Scheduled Completion: September 2020

St. Paul Ship Repair
 Aleut Community of St. Paul

St. Paul, Alaska
 \$4,397,000.00
 Norman Baker, Contracting Officer
 (907) 223-8754
 Scheduled Completion: January 2021

St. Paul Store Refrigeration
 Aleut Community of St. Paul
 St. Paul, Alaska
 \$491,000.00
 Norman Baker, Contracting Officer
 (907) 223-8754
 Scheduled Completion: August 2020

A. Similar Past Experience (Regional)

Project: **UAF Kuskokwim Campus Deferred Maintenance**
Project No: 2014030 KCDM2
Location: Bethel, Alaska
Owner: University of Alaska Fairbanks
Owner's Rep: Jakob Theurich, PM
 (907) 747-6481
 jmtheurich@alaska.edu

Contract: \$861,465.47
Completion: December 2016
Brief Description: Renovation of dormitory, great hall and common spaces of Sackett Hall at the UAF Kuskokwim Campus in Bethel. Dorm renovations consisted of removal of all kitchen cabinets and finishes and replacement with upgraded casework and finishes. The Great hall stairwell and common areas were brought up to be code compliant, and interior finishes replaced. Renovation also consisted of mechanical and electrical trims and finishes replacement.



Project: **Bethel Administration Facility (Design-Build)**
Project No: 11T05-006
Location: Bethel, Alaska
Owner: Alaska Housing Finance Corporation
Owner's Rep: Ray Rouzan, CM (retired)
 C/O David Gonzales, CPM
 (907) 330-8120

Contract: \$1,520,707.00
Completion: October 2012
Brief Description: WSI and LCG worked together to complete the design and construction of an energy efficient, ADA compliant administration facility for AHFC's Public Housing Division in Bethel, Alaska. LCG provided a working set of construction drawings, as well as construction administration for



the AHFC Bethel Administration Facility in Bethel, Alaska. The 4,500 square foot facility was designed to provide office, meeting room and workshop. The plan was designed with distinct uses for safety, security and energy efficiency. To protect the site and allow for relocation the single story structure is on a Triodetic spaceframe / pilings with conventional wood framed walls and wood truss roof.

Project: Fourplex Teacher Housing
Project No: 971101
Location: Marshall, Alaska
Owner: Lower Kuskokwim School District
Owner's Rep: Carl John, Director
 (907) 591-2411
Contract: \$3,094,936.80
Relevancy: Wood Frame, Multi-Family
Completion: August 2011
Brief Description: Complete construction of two new fourplex buildings for the Lower Yukon School District teacher housing including a triodetic space frame foundation support system, wood frame construction, new mechanical and electrical systems as well as new interior and exterior finishes.



Project: NWS Housing Renovation Design-Build
Project No: WC133W-10-RP-0047
Location: Nome, Alaska
Owner: US National Oceanic and Atmospheric Administration
Owner's Rep: John E. Battle, PM
 (816) 426-7802
 john.e.battle@noaa.gov
Design Firm: LCG Lantech, Inc.
Contract: \$2,770,644
Completion: October 2011
Brief Description: Complete design and renovation construction of NWS Housing apartment buildings in Nome, Alaska. Scope includes the complete renovation of two existing fourplex buildings into one duplex building and one triplex building, inclusive of asbestos abatement and demolition, new framing, wall systems, insulation and GWB, all new plumbing and mechanical systems, all new electrical systems, as well as all new interior finishes including paint, flooring, plumbing fixtures, electrical fixtures, cabinetry, doors and trims, and new exterior siding.*A completed NAVFAC/USACE Past Performance Questionnaire (Form PPQ-0) form is available for review for this project. Please feel free to inquire.



B. Authority to do Business in Alaska

Provided with this bid submittal are copies of WSI's Alaska Business License and Alaska Contractor's Registration.

C. License Numbers

Alaska Business License

No. 21686

Exp. 12/31/20

D. List of Proposed Subcontractors

- No Subcontractors

E. List of Proposed Suppliers

- Sampson Steel
- Spenard Builder Supply

F. Required Bid Security

WSI has provided a Bid Security in the form of a Bid Bond with this bid submittal.

G. Similar Projects

Project: **Bristol Bay Applied Sciences Facility**

Project No: 2012130 BBAS

Location: Dillingham, Alaska

Owner: University of Alaska Fairbanks

Owner's Rep: Karl Petterson, PM
(907) 474-2784

Contract: \$2,137,223.00

Completion: October 2014

Brief Description: Complete renovation of the entire first floor of the NAPA building in Dillingham, Alaska. Remodeling of approximately 3,600 gross square feet consisting of electrical, mechanical, fire sprinklers, and architectural upgrades and modifications. Second level was to remain as apartments and required the installation of a fire sprinkler system and upgrades to the 2nd floor mechanical room. Renovation to the exterior envelope included window replacement. New water utility service main line installation.



Project: **Helical Pier Installation Services and Sewer & Water Lines**

Location: Gambell, Alaska

Owner: Bristol Bay Regional Housing Authority

Owner's Rep: John Bullock, Project Manager
(907) 443-5256

Contract: \$1,301,000.66

Completion: February 2019



Brief Description: Procured and installed double fluted helical piers as the foundation system of 4 single-family homes and a duplex. Gambell, being a remote community, required diligent planning in regards to the timeliness of freight. Wolverine completed this project on time and within budget. Bering Straits Regional Housing Authority has reached out to Wolverine Supply, Inc. to preform additional piling projects for them during this year's construction season.

Project: Mertarvik Evacuation Center
Project No: 939.31
Location: Mertarvik, Alaska
Owner: Newtok Village Council
Owner's Rep: Eric Voorhees, Project Engineer
 DOWL
 (907) 562-2000
 evoorhees@dowl.com



Contract: \$2,286,552.41
Completion: November 2018
Description: The Mertarvik Evacuation Center (MEC) was started in 2011 with construction of a steel foundation and platform framing (approximately 7,000 square feet), and a septic system by Cornerstone Construction. A protective cover was placed over the platform in 2017 to protect the integrity of the floor deck. Earthcore Structural Insulated Panels (SIPs) were delivered to Mertarvik in 2013. Most SIPs remain packaged in the original shipping boxes. The MEC "Core and Shell Project" will provide a multi-use assembly space with a maximum occupancy of approximately 265 persons. The project will make use of the existing foundation and platform framing and incorporate an adaptive re-use of the existing 4'x8' SIPs previously procured and stored onsite to build a highly energy efficient building shell. The completed building will provide mechanical and electrical systems to allow usage of the building as an evacuation center for the people of Newtok. NVC will develop a portion of the MEC interior space into educational program space should additional funds be secured.

Project: New Stuyahok Fire Station
Location: New Stuyahok, Alaska
Owner: City of New Stuyahok
Owner's Rep: Dog Cobb, PMP
 (907) 338-4053
Contract: \$942,200.00
Completion: November 2016



Brief Description: This project was solicited as a turn-key design build for the construction of a new fire station and training facility of approximately 1600 square feet in the community of New Stuyahok on the Nushagak river. Upon award of the contract, the owner had no conceptual design for the facility, and WSI and LCG Lantech worked with the Owner and Owner's representative to compose a concept and work through the design phase through final design, while overlapping the material procurement and transportation logistics, to allow for adequate progress. The final design includes a warm storage space, office, kitchenette and latrine including all necessary finishes, equipment and utility connection. The main bay is designed for sufficient parking of a fire truck and other emergency apparatus.

Project: Kotzebue DPS Hangar Renovation Design-Build
Project No: 2501000030

Location: Kotzebue, Alaska
Owner: State of Alaska DOT&PF
Owner's Rep: Mike Melbostad, PM
(907) 269-7403
michael.melbostad@alaska.gov
Contract: \$499,754.00
Completion: November 2018
Brief Description: Provided design and construction services for replacing the exterior building envelope assemblies with insulated wall and roof panels, bi-fold hangar door, exterior man doors, windows and other exterior work.



Performance Records

On-Time Performance

Wolverine Supply, Inc. is proud of our schedule adherence performance throughout our previous projects. WSI has always maintained a steadfast motivation from project inception to completion, and undertaken any and all unanticipated obstacles with the same determination. It is through our vast experience of various delivery methods of construction projects that we are able to promptly proceed and mitigate any challenges throughout a project's performance period, including circumstances such as unforeseen conditions, design deficiencies or changes, value engineering alterations to accommodate budgetary fluctuations and even end-user requested variations. In design-build projects, WSI understands the critical timeline of design development and it's direct relation with the success of a design-build delivery system, which is why WSI's has become a top contender in the design-build sector. WSI has always completed our projects on time, and has never been terminated for default, or assessed liquidated damages. Please reference the project information provided for relevant project experience for a comprehensive indication of the competency of our management team to provide all of our clients with showpiece projects completed on-time and within budget.

Budget and Cost Control Performance

In addition to an outstanding on-time performance record, WSI maintains a reputation for excellent cost control through the prosecution of our work. Maintaining budgetary control throughout a project is primarily achieved by our extensive experience. WSI is able to foresee potential design or specified product obstacles, and alleviate such impediments by providing contractor input through the design phase or provide value engineering through the construction phase of any given project. Additionally, thorough implementation of WSI's quality control program, inclusive of a practical DCVR system, as well as thorough schedule adherence and progress meetings, cost overruns and change orders are kept to a minimum.

Liquidated Damages and Litigation

Throughout our 50+ year history, WSI has never failed to complete a project and has always met or exceeded client expectations. Furthermore, WSI has never been assessed liquidated or delay damages. Additionally, WSI has never engaged in arbitration or litigation proceedings relating to the performance of a project.

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

WOLVERINE SUPPLY, INC.

5099 E BLUE LUPINE DRIVE SUITE 201 WASILLA AK 99654

owned by

WOLVERINE SUPPLY, INC.

is licensed by the department to conduct business for the period

November 29, 2018 through December 31, 2020
for the following line of business:

23 - Construction

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Mike Navarre



Effective: 11/14/2013
Expires: 12/31/2020

STATE OF ALASKA

Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

Regulation of Construction Contractors and Home Inspectors

Licensee: WOLVERINE SUPPLY, INC.

License Type: General Contractor With Residential Contractor Endorsement

Status: Active

Doing Business As: WOLVERINE SUPPLY INC

Commissioner: Mike Navarre

Relationships

RelationType	License #	LicenseType	Owners/Entities	Harms/OBA	Designations	
					Type	Group
Electrical Administrator Assignee	EADE1478	Electrical Administrator	Dagwood Shoemaker		No designations found	
Residential Endorsement Assignee	RESR1175	Residential Contractor Endorsement	BILL VAN BUSKIRK			
Residential Endorsement Assignee	RESR2515	Residential Contractor Endorsement	BRUCE VAN BUSKIRK			

WOLVERINE SUPPLY INC
5099 E BLUE LUPINE DR
WASILLA, AK 99654-5419

Wallet Card

State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors WOLVERINE SUPPLY, INC DBA WOLVERINE SUPPLY INC As General Contractor With Residential Contractor Endorsement		
License CONGJ40	Effective 11/14/2013	Expires 12/31/2020

City of Bethel Action Memorandum

Action memorandum No.	20-20		
Date action introduced:	May 26, 2020	Introduced by:	Vincenzo Corazza, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to use the \$1,500,000 appropriated in the FY 2020 Budget for City Hall Roof Repair/Replacement to hire a contractor to complete the following City Hall modifications: repair/replace the roof, replace the boiler and furnace, replace the water heater, and other renovations as deemed necessary.

Attachment(s): Concept design (35%) for City Hall roof replacement prepared by Architects Alaska, Inc.

Amount of fiscal impact:		Account information:
	No fiscal impact at this time	
\$1,500,000	Funds in FY 2019 Budget carried over to FY 2020 Budget and to carry over to FY 2021 Budget.	10-70-69x
	Funds are not budgeted. Budget modification is required.	

Summary Statement:

Architects Alaska, Inc. inspected the City Hall building and roof and prepared a report dated August 27, 2018 that recommended the replacement of the roof using one three roof designs. Acting on this report, Bethel City Council appropriated \$1,500,000 to the Property Maintenance Budget (10-70-69x) to repair/replace the City Hall Roof.

City municipal engineer firm DOWL estimates that the cost of construction for the roof repair/replacement and cost of contract administration is \$1,000,000, leaving \$500,000 of the initial appropriation unspent. City Administration and the Public Works Department wish to use the remaining \$500,000 to replace the boiler, furnace, and hot water heater at City Hall, and make other energy-efficient and practical use renovations.

City of Bethel Action Memorandum

Action memorandum No.	20-21		
Date action introduced:	May 26, 2020	Introduced by:	Vincenzo S. Corazza, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to change the scope of work in the contract the City of Bethel has with TecPro Ltd. for lift station rehabilitation and electric panel development to include additional lift station upgrades.

Attachment(s): none.

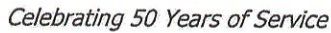
Amount of fiscal impact:		Account information:
\$900,000	Signed Village Safe Water Grant (\$900,000)	63-56

Summary Statement

The City of Bethel was awarded a Village Safe Water grant in the amount of \$900,000 for the rebuild of the Bethel Main Lift Station and the development of five electric panels for five of the City's lift stations. The City went out to bid and hired TecPro Ltd. to complete the work. The work is nearly completed and there is grant money left unspent. The contract is still open.

The City has more lift station work to complete. The City must purchase and install a new lift station for City Hall and the Public Works building. The City needs to complete its new SCADA (Supervisory Control and Data Acquisition) system build-out to connect all lift stations. The computerized system will gather and analyze real-time data and issue alerts to City Utilities Maintenance crewmembers when problem arise. City municipal engineer firm DOWL is developing a scope of work for the remaining lift station upgrades desired.

After expressing the need for more lift station work to the Village Safe Water Program, the City of Bethel obtained a second grant in the amount of \$1,000,000 to complete additional lift station work. The City wishes to use TecPro Ltd. to complete the additional work by altering the current contract accordingly.



Vincenzo S. Corazza
P.O. Box 1388, Bethel, Alaska 99559
Phone: (907)-543-1373
Fax: (907)-543-1388
citymanager@cityofbethel.net

Richard H. Simmons Jr.
125 Woody Williams Court
Weatherford, TX 76088
Via email to Richard.simmons@fortworthtexas.gov

- Voluntary participation in a City-sponsored deferred compensation plan. Eligibility begins the first day of hire.
- Vehicle: Under the current City policy, you will be issued an appropriately outfitted take-home vehicle to allow you the ability to respond 24-7 as needed.
- Cellular Phone: A cell phone will be provided by the City for use in the performance of your duties. Personal use is allowed, but you will be responsible for reimbursing the City any charges in excess of the basic monthly service fee.
- Group health insurance
- Group life and long-term disability insurance
- Paid time off and holidays

Simmons Conditional Offer of Employment

05/07/2020

Page 2

- Utility benefits (discount water/sewer services)

Relocation Assistance

Should you and the City Manager mutually agree upon a visit prior to your official start date, the City would pay associated travel and housing costs in accordance with City policy for that visit.

The City will pay for your rent for the first three (3) months, while you look for suitable housing.

To assist your transition, the City is prepared to offer you relocation reimbursement not to exceed \$10,000. Should you choose to terminate your relationship with the City during the first six (6) months of your employment, you will be responsible for repaying the City the relocation costs.

Conditional Offer

This offer is a conditional and fully contingent upon the following requirements:

- Successful completion of pre-employment background screen, to include reference and employment checks, criminal background, and motor vehicle records;
- Successful completion of pre-employment drug screening, as required for all employees of the Police Department;
- Mutual agreed-upon relocation agreement; and
- Successful verification of employment eligibility (I-9).

Joining the City of Bethel

We look forward to having you join our team. If you have any questions or wish to discuss this offer in more detail, please contact City Manager Vincenzo S. "Vinny" Corazza at 907-543-1373. Should you find this offer acceptable, please sign and return via email no later than Friday, May 22, 2020.

OFFER

On behalf of the City of Bethel, the above offer is made by:

Vincenzo S. "Vinny" Corazza, City Manager

Date

ACCEPTANCE

Please consider my signature below as the formal acceptance of this conditional offer of the City Manager for the City of Bethel.

Richard H. Simmons Jr.

5-8-2020

Date

Police Chief

Police Department

Overtime Exempt Managerial Position

Position Objectives:

This is a highly responsible managerial position involving the overall management of the Police Department. Work involves responsibility for the overall operations for the department. Duties include the response to all major incidents on a 24-hours basis. Work is performed under the administrative direction of the City Manager, who reviews work for effectiveness and efficiency in relation to goals and objectives for the department.

Department: Police Department

FLSA Status: Exempt

Grade/Level: Management Range III

Job Type: Regular

Job Status: Full Time

Reports To: City Manager

Amount of Travel Required: 10%

Positions supervised: 1 Lieutenant, 1 Evidence Custodian, 1 Administrative Assistant, 2 Sergeant(s), 3 Investigators, 8 Patrol Officer(s), 2 Community Service Officer(s), 5 Public Safety Dispatcher(s), 3 Community Service Patrols employee(s)

Work Schedule: Office hours of Monday-Friday and on call twenty four (24) hours a day seven (7) days a week

Duties and Responsibilities:

ESSENTIAL FUNCTIONS STATEMENT

Supervise and coordinate the investigation of criminal cases, offering guidance and expertise to investigators, and ensuring that procedures are conducted in accordance with laws and regulations.

Maintain logs, prepare reports, and direct the preparation, handling, and maintenance of departmental records.

Explain police operations to subordinates to assist them in performing their job duties.

Cooperate with court personnel and officials from other law enforcement agencies and testify in court as necessary.

Review contents of written orders to ensure adherence to legal requirements.

Investigate and resolve personnel problems within organization and charges of misconduct against staff.

Direct collection, preparation, and handling of evidence and personal property of prisoners.

Inform personnel of changes in regulations and policies, implications of new or amended laws, and new techniques of police work.

Train staff in proper police work procedures.

Monitor and review recommendations to personnel actions: hiring, evaluate the job performance of subordinates, and authorize promotions and transfers and disciplinary actions.

Prepare work schedules and assign duties to subordinates.

Conduct raids and order detention of witnesses and suspects for questioning.

Discipline staff for violation of department rules and regulations.

Develop, implement and revise departmental policies and procedures.

Inspect facilities, supplies, vehicles, and equipment to ensure conformance to standards.

Requisition and issue equipment and supplies.

Meet with civic, educational, and community groups to develop community programs and events, and to discuss law enforcement subjects.

Prepare news releases and respond to police correspondence.

Prepare budgets and manage expenditures of department funds.

Direct release or transfer of prisoners.

Serve as Transportation Inspector and perform duties as outlined in the Bethel Municipal Code.

Perform related work as required.

Minimum Requirements:
SKILLS & ABILITIES

Education:

- High School Graduate or General Education Degree (GED): Required
- Associate's Degree (two year college or technical school): Required. Field of Study: a related field may substitute ten years' experience as a certified police officer as education

- Bachelor's Degree (four year college or technical school): Preferred. Field of Study: political science, criminal justice, management or other related fields.

Experience:

A minimum of ten years as a certified police officer and at least seven years of managerial and supervisory experience in police service administration in a rural city

Computer Skills:

Demonstrated proficiency using standard office software applications

Certifications & Licenses

Advance Alaska Police Standards certificate or equivalent

Possession of a valid Alaska driver's license or equivalent

Other Requirements:

Extensive knowledge of public safety administration

Knowledge of state, City laws, regulations and policies regarding law enforcement operations and administration.

Knowledge of planning and police issues.

Ability to direct the operations of a rural Alaskan police department under routine and emergency circumstance.

Ability to make quick, sound judgmental decisions.

Ability to successfully complete a criminal background investigation.

April 16, 2020
125 Woody Williams Court
Weatherford, Texas 76088

James P. Harris
Human Resources Director
POB 1388, 300 State Hwy
Bethel, AK 99559

Mr. Harris,

Please accept this letter as a request for consideration for Bethel's police chief. With over two decades of police service to the citizens of Fort Worth, Texas, alongside a decade of volunteer government positions with the City of Weatherford, you will find me to be an experienced, inclusive, and multi-faceted municipal police leader who is very familiar with building consensus and treating people like people. My unique combination of experience, ability, and personal development will best support your police department's current police professionals, and help ensure its continued responsiveness and transparency to your citizens.

Twenty-five years with Fort Worth Police Department means I have the experience to lead Bethel's police department through the criminal investigations, the community events, and the fiscal challenges it could reasonably expect to see. I bring a different perspective to the department's current operations and capabilities, allowing for new ways of doing business to be explored. Extensive police and Marine Corps careers have allowed me to exercise both calmness and decisiveness at critical junctures, and prepared me to positively and optimistically represent your police department to city leaders and the community. Years of service to the City of Weatherford shows I appreciate a small city's problems and their creative, specifically tailored solutions. My time with volunteer organizations show a personal leadership flexibility, where I understand and admire the talents which different people can bring to organizations and the challenge and fun it can be to explore their abilities. My continued pursuit of education and executive leadership training exhibits my willingness to ask questions and seek alternative answers, while understanding, applying, and expecting best practices for policing services.

I have applied to be your chief to continue to serve others following my tenure with the Fort Worth Police Department. I am not looking to fluff my resume; my family and I are looking for my next career; to be a member of a new team, and to seek a new community to call home. While not a native of Alaska, you will find my Texas sensibilities and personable ways of doing business a good fit with your community. My 'leadership philosophy' is simply to be authentic. My experiences have led to a deep appreciation of the fluidity of leadership; that style should match and benefit the needs of the situation and persons involved.

My curriculum vitae has been submitted alongside this letter. I believe the members of the community will find my leadership and management abilities commiserate to the challenges and opportunities that the position encompasses. Thank you for your assistance and please feel free to call or email with questions.

Sincerely,

Richard H. Simmons, Jr.

CITY OF BETHEL STANDARD EMPLOYMENT APPLICATION



Directorate of Human Resources
 PO Box 1388
 300 State Highway
 Bethel, AK 99559
 907-543-1371 (ph) 907-543-4171 (fax)
humanresources@cityofbethel.net
 (email)

(This section for official use only)

city of
 Bethel *Alaska*

Received: _____

QUESTIONS WITH AN * REQUIRE A RESPONSE. YOUR APPLICATION MAY NOT BE CONSIDERED IF INCOMPLETE.
IF YOU REQUIRE MORE SPACE TO COMPLETE YOUR ANSWERS, ATTACH ADDITIONAL PAGES AS NEEDED.

JOB INFORMATION

* PCN#: (from the job posting): 17401

* JOB TITLE: Police Chief

CONTACT INFORMATION

* FIRST NAME
Richard

MIDDLE INITIAL
H.

* LAST NAME
Simmons, Jr.

* ADDRESS
125 Woody Williams Court

* CITY
Weatherford

* STATE
TX

* ZIP
76088

* PRIMARY PHONE
817-565-9258

ALTERNATE PHONE

* EMAIL ADDRESS
richard.simmons@fortworthtexas.gov

* WHICH METHOD DO YOU PREFER TO BE NOTIFIED ABOUT YOUR APPLICATION STATUS? ☒ EMAIL OR ☐ PAPER

EDUCATION - HIGH SCHOOL

DID YOU GRADUATE FROM HIGH SCHOOL OR RECEIVE A G.E.D.? YES ☒ NO ☐

IF NO, WHAT WAS THE HIGHEST LEVEL COMPLETED? 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☐ 12 ☐

SCHOOL NAME
Moore High School

CITY
Moore

STATE
OK

EDUCATION - COLLEGE/UNIVERSITY

SCHOOL NAME
Sam Houston State University

DEGREE RECEIVED
Master of Science

SCHOOL LOCATION (CITY/STATE)
Huntsville, TX

DID YOU GRADUATE?
YES ☒ NO ☐

☒ SEMESTER ☐ QUARTER
OF UNITS COMPLETED:
36

MAJOR
Criminal Justice Leadership & Management

SCHOOL NAME
University of Oklahoma

DEGREE RECEIVED
Bachelors of Art

SCHOOL LOCATION (CITY/STATE)
Norman, OK

DID YOU GRADUATE?
YES ☒ NO ☐

☒ SEMESTER ☐ QUARTER
OF UNITS COMPLETED:
120+

MAJOR
Political Science

DRIVER'S LICENSE INFORMATION

* IF THE POSITION INVOLVES DRIVING, DO YOU HAVE A VALID LICENSE? YES ☒ NO ☐

STATE WHERE
ISSUED
Texas

CLASS
C

CERTIFICATES & LICENSES

TYPE
Peace Officer License
LICENSE NUMBER
9795783

DATE ISSUED (MONTH/YEAR)
4/17/1995

EXPIRATION DATE (MONTH/YEAR)
n/a

ISSUING AGENCY
Texas Commission on Law Enforcement

TYPE
Master Peace Officer
Certificate

DATE ISSUED (MONTH/YEAR)
12/28/2006

EXPIRATION DATE (MONTH/YEAR)
n/a

ISSUING AGENCY
Texas Commission on Law Enforcement

***WORK HISTORY**

DATES From Oct 1994 To Present	EMPLOYER City of Fort Worth, Texas	POSITION TITLE Police Lieutenant
ADDRESS 505 West Felix Street	CITY Fort Worth	STATE Texas
COMPANY WEBSITE https://police.fortworthtexas.gov/	PHONE NUMBER 817-392-4218	SUPERVISOR (NAME) Chad Plowman
HOURS WORKED PER WEEK 40	MONTHLY SALARY [REDACTED]	SUPERVISOR (TITLE) Captain
DUTIES Currently assigned as the commander of the Forensics and Economic Crimes Section with operational and administrative control of the department's crime scene unit, digital forensics unit, commercial auto theft unit, bait car detail, and the fraud unit. Manage the department's Prolific Offender Program. Manage \$5.6 million budget. Experience as the jail operations commander with responsibility for the security, transportation, and safety of 162 daily average prisoner count, magistrate court safety, and budgeting. Experience as the midnight patrol commander with operational control of citywide uniformed policing functions in uniformed patrol, tactical unit, and plain clothes operations. Further experience in event planning and security operations, emergency management planning, and city-wide community programs management. Past successful assignments and leadership experience in uniformed patrol, administrative support, risk management support, public records, internal affairs, non-sworn hiring boards, and gang enforcement operations, criminal investigations, interviews, covert tracker applications and use, tactical/street crimes unit operations, and arrest and search warrant no-knock service, DWI investigations and operations, bicycle patrol, and community policing.		
REASON FOR LEAVING currently employed		
DATES From Jun 1988 To Jul 2012		
EMPLOYER US Marine Corps Reserve		
POSITION TITLE First Sergeant		
ADDRESS MMSR 3280 Russell Rd		
CITY Quantico		
STATE VA 22134		
COMPANY WEBSITE below		
PHONE NUMBER 703-784-9304 or 9305		
SUPERVISOR (NAME) none/retired		
HOURS WORKED PER WEEK retired		
MONTHLY SALARY E8 (none current; gray area retiree)		
SUPERVISOR (TITLE) n/a		
DUTIES Website: https://www.hqmc.marines.mil/Agencies/Manpower-Reserve-Affairs-MMSR-6/ Led Marines; managed training, resources, monies, administration, discipline, and equipment. Four mobilizations and deployments; three combat tours; over 24 years service active and reserve. Successful tube artillery battery leadership billets as howitzer section chief, local security chief, platoon sergeant, and battery gunnery sergeant. Successful billets as a Military Advisor to Navy Seabee construction battalions. Successful assignment as Infantry Platoon Commander (as a Gunnery Sergeant). Successful assignments as First Sergeant to a rocket artillery battery and ordnance maintenance company.		
REASON FOR LEAVING Retired		

WORK HISTORY

DATES From n/a To	EMPLOYER	POSITION TITLE	
ADDRESS	CITY	STATE	
COMPANY WEBSITE	PHONE NUMBER	SUPERVISOR (NAME)	
HOURS WORKED PER WEEK	MONTHLY SALARY	SUPERVISOR (TITLE)	
DUTIES n/a			
REASON FOR LEAVING			

DATES From n/a To	EMPLOYER	POSITION TITLE	
ADDRESS	CITY	STATE	
COMPANY WEBSITE	PHONE NUMBER	SUPERVISOR (NAME)	
HOURS WORKED PER WEEK	MONTHLY SALARY	SUPERVISOR (TITLE)	
DUTIES n/a			
REASON FOR LEAVING			

***If you need more than 4 WORK HISTORY spaces, add additional pages ***			
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ADDITIONAL INFORMATION

Clinical Experience, Honors & Awards, Interests & Activities, Military Service, Personal, Professional Associations, Professional Memberships, Publications, Technical, Volunteer Experience, Other/Miscellaneous

See attached resume for information on executive police training, memberships, associations, and volunteer experience.

REFERENCES

Please list references you wish to include (Personal/Professional). Please include: Name, title, phone number, email, and mailing address.

--Edwin Kraus, Police Chief, FWPD; 515 W. Felix St, Ft. Worth, TX 76115; 817-392-4212
<edwin.kraus@fortworthtexas.gov>
--Paula Fimbres, Police Commander, FWPD; 515 W. Felix St, Ft. Worth, TX 76115; 817-392-3169
<paula.fimbres@fortworthtexas.gov>
--Kathryn "Dee" Rowell, Police Chief, Chickasha, OK; 117 N 4th Street Chickasha, OK 73018; 405-222-6063
<kathryn.rowell@chickashapd.org>

CITY WIDE QUESTIONS

The purpose of the following questions is to obtain additional job related information to evaluate you for the position "TO WHICH" you are applying or to provide us with statistics needed to evaluate our recruitment program as well as to prepare statistical reports required by Federal, State and local agencies. **You must answer all questions which are marked with an *.**

1. *Are you currently a City of Bethel resident?

- ☐ Yes
☒ No

2. *Do you have a legal right to accept employment in the United States?

- ☒ Yes ☐ No

3. *If you are a male ages 18 through 25 and living in the U.S. you are required to register with Selective Service. It's the law. You may be denied employment if you have not registered. Have you complied with this requirement?

- ☐ Yes
☐ No
☒ Not Applicable to Me

4. *Have you ever been convicted of a felony, regardless of when the offense occurred?

Note: For purposes of application with the City of Bethel this includes **all** felony convictions, no matter when they occurred, even if you have received and/or completed a Suspended Imposition of Sentence, and even if the conviction has been set aside or expunged.

A criminal conviction, whether misdemeanor or felony, will not automatically disqualify or exclude you from employment with the City of Bethel.

You are required to provide true and complete information during the recruitment and selection process. If you intentionally or unintentionally conceal or otherwise provide a false statement of material fact in your application submission it will result in permanent loss of eligibility for employment with the City of Bethel.

If you are selected to advance to the interview phase you may be asked to provide a copy of your judgment. The judgment will be used to determine if there is a nexus to the position prior to advancement.

Felony conviction? If yes, you must answer the question below.

☐ Yes ☒ No

5. If you answered "Yes" to the felony conviction question you must provide an explanation including date and type of conviction(s):

n/a

6. *Have you been convicted of a misdemeanor within the past five (5) years?

Note: For purposes of application with the City of Bethel this includes **all** convictions, even if you have received and/or completed a Suspended Imposition of Sentence, and even if the conviction has been set aside or expunged.

A criminal conviction, whether misdemeanor or felony, will not automatically disqualify or exclude you from employment with the City of Bethel.

You are required to provide true and complete information during the recruitment and selection process. If you intentionally or unintentionally conceal or otherwise provide a false statement of material fact in your application submission it will result in permanent loss of eligibility for employment with the City of Bethel.

Misdemeanor conviction? If yes, you must answer the question below.

☐ Yes ☒ No

7. If you answered "Yes" to the misdemeanor conviction question you must provide an explanation including date and type of conviction(s):

n/a

10. Military Service Only (you will be required to submit a copy of your DD Form 214):

Have you ever served on active duty with any branch of the U.S. Military, in any capacity?

If so, which branch, periods of service, and type of discharge recieved:

US Marine Corps Reserve

Jun 1988 to Jul 2012

Honorable

Branch

Period of Service

Type of Discharge

Were you ever convicted in any trial by Special or General Court-Martial? ☐ YES ☒ NO

11. If you are a current or former City of Bethel employee, do you have Transfer or Rehire rights to the job class to which you are applying?

☐ Yes ☐ No

12. *Are you related to any person currently working for the department of the position to which you are applying?

Note: All applicants are required to disclose this information. City Policy prohibits employees from being in an employment relationship with an immediate family member, including a conjugal relationship that is not a legal marriage or with an individual who is related within and including the second degree of kindred (spouse, domestic partner, children, step children, parent, step parent, sibling, step sibling, grandparent, aunt, uncle).

If you answer "Yes", you must disclose the employee's name and your relationship if you are selected for an interview.

☐ Yes ☒ No

13. *Do you have any periods of employment that are not documented in the Work Experience section of your application?

Note: If "Yes", you are required to disclose this information in the section provided below.

☐ Yes ☒ No

13. Periods of employment not listed in the Work Experience section of my application are:

n/a

14. How did you learn of this job opening? (Check all that apply)

- ☐ Alaska.Jobs
- ☐ Alaska Job Center
- ☐ ALEXsys - Alaska's Job Bank
- ☐ Alaska Native Business & Resource Directory Advertisement
- ☐ Alaska Native Job Bank Advertisement
- ☐ Current or Former Employee
- ☐ Friend or Family Member
- ☐ Flyer
- ☐ Job Fair
- ☐ News
- ☒ Online Job Boards (i.e. Alaska List, Career Builder, Craigslist, Dice.com, Monster, etc.)
- ☐ Professional Association/Membership/Affiliation
- ☐ Professional Magazine
- ☐ Radio
- ☐ School or College Counselor or Other Official
- ☐ Social Networking (i.e. Twitter, LinkedIn, Facebook, etc.)
- ☐ State of Alaska Department or Agency Internet Recruitment Site
- ☐ State of Alaska Division of Vocational Rehabilitation
- ☐ State of Alaska Recruiter
- ☐ State of Alaska Website
- ☐ Television
- ☐ Workplace Alaska Job Openings
- ☐ Word of Mouth
- ☐ Other - Please complete text box below.

15. If you answered "Other" to the question above or have any additional specific information regarding this topic please enter your response here.

n/a

16. Equal Employment Opportunity Survey
Applicant Demographic Information

Important Note: Your privacy is protected. Your voluntary responses are treated in a highly CONFIDENTIAL manner. Your answers are NOT released to the hiring manager or hiring panel. The information is visible only to Human Resource staff, consistent with State and Federal equal employment opportunity laws.

What is your sex?

☐ Female ☒ Male

17. What is your date of birth? (mm/dd/yyyy)

11/06/1969

18. What is your race/ethnicity?

Note: Please select the one category with which you most identify.

- ☐ Alaska Native - All persons having origins in any of the original peoples of Alaska and who maintain cultural identification through tribal affiliation or community attachment. The term "Alaska Native" represents many separate groups of people with distinct ethnic and cultures throughout Alaska. Alaska Native peoples include Inupiaq, Yup'ik/Cup'ik, Alutiiq, Aleut, Eyak, Athabaskan (comprising eleven cultural and linguistic groups), Tlingit, Haida, and Tsimshian.
- ☐ African American / Black (not of Hispanic origin) - All persons having origins in any of the Black racial groups of Africa.
- ☐ American Indian / Native American - All persons having origins in any of the original peoples of the Americas and who maintain cultural identification through tribal affiliation or community attachment. The term "American Indian/Native American" represents many separate groups of people with distinct ethnic and cultures throughout the lower 48.
- ☐ Asian or Pacific Islander - "Asian" refers to all persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent. This includes, for example, China, India, Japan, Korea, and the Philippine Islands. "Pacific Islander" refers to people having origins in any of the original peoples of Hawaii, Guam, Samoa, Mariana Islands, or other Pacific Islands.
- ☐ Hispanic / Latino - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
- ☒ White / Caucasian (not of Hispanic origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

APPLICANT DECLARATIONS

Please read carefully before submitting this document:

I certify the information I have entered on this form is true to the best of my knowledge. I understand if I conceal or enter false information on this form, my name may be removed from consideration for a job, or I may be removed from my job, if hired. I understand the information in this profile may be released in an authorized legal investigation; and before I am hired I will be required to sign an official City Form certifying these statements are true. I agree that the City of Bethel, or its agents, may contact current or former employers or other persons who know me in order to obtain additional information.

This application, a printed copy of the job posting with any supplemental questions answered, and any required documentation must be submitted, **prior to the position closing**, to:

Directorate of Human Resources
PO Box 1388, 300 State Highway
Bethel, AK 99559

Bethel: 907-543-1371
Fax: 907-543-4171
Email: humanresources@cityofbethel.net

The City of Bethel complies with Title I of the Americans with Disabilities Act (ADA). Individuals with disabilities, who require accommodation, auxiliary aides or services, or alternative communication formats, please call 907-543-1371 or correspond with the Directorate of Human Resources at the address above.

The City of Bethel is an equal opportunity employer.

x 
SIGNATURE OF APPLICANT

4-14-2020
DATE

SUMMARY

Inclusive and energetic police professional offering stable leadership during times of complex social engagement. Decades of proven experience in policing service and public administration management. Will design, deliver, and deepen organizational systems to ensure continuous public trust. Seek the opportunity to meaningfully engage our community, to work with people of purpose, and to help develop future decisive and ethical leaders.

PROFESSIONAL EXPERIENCE

Fort Worth Texas Police Department, Oct 1994 to present

- **Lieutenant** (appointed Feb 2016); currently assigned as the commander of the Forensics and Economic Crimes Section with operational and administrative control of the department's crime scene unit, digital forensics unit, commercial auto theft unit, bait car detail, and the fraud unit. Manage the department's Prolific Offender Program. Manage \$5.6 million budget. Experience as the jail operations commander with responsibility for the security, transportation, and safety of 162 daily average prisoner count, magistrate court safety, and budgeting. Experience as the midnight patrol commander with operational control of citywide uniformed policing functions in uniformed patrol, tactical unit, and plain clothes operations. Further experience in event planning and security operations, emergency management planning, and city-wide community programs management.
- **Sergeant** (appointed Jun 2010); successful assignments and leadership experience in uniformed patrol, administrative support, risk management support, public records, internal affairs, non-sworn hiring boards, and gang enforcement operations.
- **Corporal** (appointed Nov 2006); assignments and supervisory experience in criminal investigations, interviews, covert tracker applications and use, tactical/street crimes unit operations, and arrest and search warrant no-knock service.
- **Officer** (commissioned Apr 1995); assignments and extensive experience in uniformed patrol, bicycle patrol, DWI enforcement unit, community policing, tactical/street crimes unit, and search warrant no-knock service.
- Member, Fort Worth Police Officer Association dispute committee
- Instructor, National Initiative for Building Trust and Justice (research initiative sponsored by John Jay College of Criminal Justice), Jan 2016
- Evaluator for promotion assessment centers in Little Rock Police, AR (Apr 2018, Apr 2016), Springfield Police, MO (Aug 2015), and El Paso Police, TX (Oct 2013)

- Guest lecturer, Weatherford College School of Nursing, on the role of the police in the crisis intervention and treatment of persons with mental illness (Aug 2013)

MILITARY SERVICE

United States Marine Corps Reserve, Jun 1988 to Jul 2012, First Sergeant

- Honorably retired Jul 1, 2012.
- Inducted, **Honorable Order of Saint Barbara**, Jun 2008
- Mobilized and deployed Mar 2007, Operation Iraqi Freedom with Battery F (HIMARS), 14th Marine Regiment for fire support operations with II Marine Expeditionary Force in Al Anbar Province. Served as **battery first sergeant**.
- Mobilized and deployed Jun 2004, Operation Iraqi Freedom with Company B, 23rd Marines, for ground combat operations with 1st Marine Division in Al Anbar Province. Served as an **infantry platoon commander**. Gunnery Sergeant.
- Graduate with distinction, Advanced Staff Noncommissioned Officers Course, 2004
- Mobilized and deployed Mar 2003, Operation Iraqi Freedom with Naval Mobile Construction Battalion 4 for ground combat operations in Iraq as part of the Marine Engineer Group in Nasiriya, Diwaniyah, Najaf, and Baghdad. Served as a **military advisor and intelligence chief**. Gunnery Sergeant.
- Mobilized and deployed Nov 1991, Operation Desert Storm with Battery F (155mm Towed), 14th Marine Regiment for ground combat operations in Saudi Arabia and Kuwait as part of 2d Marine Division. Served as a **field artillery crewman**, and fire team leader. Lance Corporal.

PUBLIC OFFICE

Member, Board of Commissioners, **Weatherford Housing Authority**, Weatherford, TX, Oct 2018 to **present**. Provide leadership and oversight regarding administration of the Housing Choice Voucher Tenant Base Assistance Program (Section 8 Program) to provide, safe, sanitary, and affordable housing in Parker County to economically disadvantaged families.

Member, **Planning and Zoning Commission**, Weatherford, TX, Dec 2016 to Aug 2017. Provide recommendations to City Council regarding strategic planning and zoning matters within the city limits and certain planning and zoning matters within the city's extra-territorial jurisdiction.

Member and chair, **Zoning Board of Adjustment**, Weatherford, TX, Jun 2009 to Aug 2017. Responsible for public hearings to determine requests made by property owners in the City of Weatherford for special exceptions, variances, and appeals of administrative interpretations or decisions.

Member, **Police Chief Interview Board**, Weatherford, TX, May 2017. Ad hoc board responsible to the City Manager for interviews and background evaluations to assist in the selection of the incoming Weatherford Chief of Police for the city.

Member and chair, **Transportation Advisory Board**, Weatherford, TX, Aug 2011 to Aug 2016. Responsible for providing recommendations to City Council regarding transportation related issues, strategic transportation plan, traffic signals, and signage.

FORMAL EDUCATION

Certificate of Achievement in **Criminal Justice Education** from the University of Virginia, Quantico VA. Completed Sep 2019 through the FBI National Academy.

Master of Science in **Criminal Justice Leadership and Management** from Sam Houston State University at Huntsville, TX. Completed Aug 2013

Bachelor of Arts in **Political Science** from the University of Oklahoma at Norman, OK. Completed Aug 1994

PROFESSIONAL DEVELOPMENT

FBI **National Academy**, Quantico, VA, session #277 graduate, Sep 2019

FBI Law Enforcement Executive Development Association, **Trilogy Award recipient**, Feb 2018
Command Leadership Institute, completed Feb 2018
Executive Leadership Institute, completed Sep 2017
Supervisor Leadership Institute, completed Apr 2017

Orange Compass LLC, **Strategic Management**, Fort Worth Police Department, Texas, Dec 2017. Five week cohort development program including topics on organizational agility, political discernment, command skills, managing strategic vision, accountability, and managing through systems

Southern Police Institute, **Chief Executive Leadership** course (12D17), Marshall Police Department, Texas, Nov 2017

Bill Blackwood Law Enforcement Management Institute of Texas (LEMIT), **Leadership Command College**, with residency as follows:
School of Business Administration, Texas A&M University, Nov 2015
Department of History and Government, Texas Women's University, Mar 2016
School of Criminal Justice, Sam Houston State University, Feb 2017

White paper entitled, "**Strategic Advisory Boards for Local Police: The Next Step in Real Community Involvement**". Published through the Newton Gresham Library, SHSU at <https://shsu-ir.tdl.org/shsu-ir/handle/20.500.11875/2268>

Bill Blackwood Law Enforcement Management Institute of Texas (LEMIT), **Command Staff Leadership** series, Fort Worth Police Department, Texas, Nov 2016

International Association of Chiefs of Police, **Legacy Leadership**, Crowley Police Department, Texas, Aug 2015

FBI National Academy Association, **Regional Command College**, University of Texas at El Paso, May 2014

LICENSURE and CERTIFICATE

- Texas Council on Law Enforcement licensed Peace Officer, effective April 17, 1995
- Texas Council on Law Enforcement certified Mental Health Peace Officer
- Texas Council on Law Enforcement certified Master Peace Officer
- Commissioned Texas Peace Officer, City of Fort Worth, Texas
- Certified Internal Affairs Supervisor, Public Agency Training Council, 2013

COMMUNITY ACTIVITIES

- Boy Scout Troop 76, Grace Presbyterian Church, Weatherford, Texas, adult leader and troop committee chair (**Eagle Scout**, 1987)
- National Rifle Association; life member, instructor, range safety officer, rifle and shotgun merit badge counselor
- Optimist Club International, Weatherford, TX, member
- Veterans of Foreign Wars, member at large

Official Transcript



7777 South May Avenue
Oklahoma City, OK 73159

NAME: SIMMONS, RICHARD H (JR)
MAIDEN NAME:
STUDENT ID: [REDACTED]
BIRTHDATE: 11/06/69

PRINTED: 05/10/96

ISSUED BY: [Signature]

ISSUED TO STUDENT

CATG	CRS#	COURSE TITLE	HRS	GRADE	GRADE PT	CATG	CRS#	COURSE TITLE	HRS	GRADE	GRADE PT
BEGINNING OF TRANSCRIPT											
-SPRING, 1988-											
EMT	1016	BASIC EMT	6	B	18.00						
TERM:	GPH	6.00	GPS	18.00	HA	6.00	HE	6.00	GPA	3.00	
CUM:	GPH	6.00	GPS	18.00	HA	6.00	HE	6.00	GPA	3.00	
-FALL, 1988-											
PS	1113	AMERICAN FEDERAL GOVT	3	C	6.00						
PSY	1103	HUMAN RELATIONS	3	A	12.00						
LFL	1143	OUTDOOR LEADERSHIP	3	A	12.00						
LFL	1123	BACKPACKING I	3	A	12.00						
LFL	1101	FENCING, BEG	1	A	4.00						
LFL	1111	WEIGHT TRAINING	1	A	4.00						
TERM:	GPH	14.00	GPS	50.00	HA	14.00	HE	14.00	GPA	3.57	
CUM:	GPH	20.00	GPS	68.00	HA	20.00	HE	20.00	GPA	3.40	
-SPRING, 1989-											
BR	1022	PHOTOGRAPHY II	2	B	6.00						
LFL	2133	MARKETING REG. SRVCS	3	A	12.00						
LFL	1012	TOT. FITNESS FOR LIFE	2	B	6.00						
EMT	1001	SPECIAL TOPICS									
		EMT DEFIBRILLATION	1	B	3.00						
TERM:	GPH	8.00	GPS	27.00	HA	8.00	HE	8.00	GPA	3.37	
CUM:	GPH	28.00	GPS	95.00	HA	28.00	HE	28.00	GPA	3.39	
-SPRING, 1992-											
PS	2113	STATE-LOCAL GOVT.	3	A	12.00						
LIT	2113	ETHNIC LITERATURE (H)	3	A	12.00						
BIO	1314	HUMAN ANAT-PHYSTOL I	4	B	12.00						
SOC	1113	INTRO TO SOCIOLOGY	3	A	12.00						
TERM:	GPH	13.00	GPS	48.00	HA	13.00	HE	13.00	GPA	3.69	
CUM:	GPH	41.00	GPS	143.00	HA	41.00	HE	41.00	GPA	3.48	
OKCCC:	GPH	41.00	GPS	143.00	HA	41.00	HE	41.00	GPA	3.48	
*** STUDENT IS IN GOOD ACADEMIC STANDING ***											
*** STUDENT IS IN GOOD ACADEMIC STANDING ***											
END OF TRANSCRIPT											

AN OFFICIAL SIGNATURE IS WHITE WITH A BLUE BACKGROUND

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Registrar

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A BROWN STAIN INDICATES UNAUTHORIZED ALTERATIONS TRANSCRIPT GUIDE PRINTED ON REVERSE

NAME (LAST, FIRST, MIDDLE) SIMMONS JR, RICHARD HARRY
BIRTH PLACE OKLAHOMA CITY, OK
SEX M HIGH SCHOOL NAME MOORE HIGH SCHOOL HS. GRAD. 1988
HIGH SCHOOL ADDRESS MOORE, OK

THE UNIVERSITY
OF OKLAHOMA
NORMAN, OK 73019
OFFICE OF ADMISSIONS
AND RECORDS

DEGREE AND DATE
B. A. 12-16-94

PAGE 1

COURSE TITLE DEPT. NO. HRS. GRADE

OKLA CITY CC, OKLAHOMA CITY, OK
1988-92

FALL 1989 UNIV COL POL SCI

PRIN OF ENGL COMP ENGL 1113 3 B
SOCER HPER 1301 -- W
BASKETBALL HPER 2132 2 D
SOCIAL FOUNDATIONS HPER 1113 3 D
ELEMENTS OF PSYCH ZOO 1114 4 C
INTRO ZOOLOGY LAB ZOO 1121 -- W
TERM: GPH 12 GPH 22 HA 12 HE 12 GPA 1.83
SPRING 1990 UNIV COL POL SCI

PRIN OF ENGL COMP ENGL 1213 3 A
U S 1865 TO PRESENT HIST 1493 3 C
IMPERIAL RUSSIA HIST 3793 3 B
BEGINNING RUSSIAN RUSS 1115 5 B
TERM: GPH 14 GPH 42 HA 14 HE 14 GPA 3.00
FALL 1990 ARTS-SCI POL SCI

LAW ENFORCE-CRIM JUS P SC 2803 3 C
INTRO TO PHILOSOPHY PHIL 1013 3 B
TERM: GPH 6 GPH 15 HA 6 HE 6 GPA 2.50
FALL 1991 ARTS-SCI POL SCI

INTRO-COMP POLITICS P SC 2603 3 B
INDIANS-AM POL SYS P SC 3023 3 C
SUP CT-CONST POL I P SC 4273 3 C
PHYS-NON SCI MAJORS PHYS 1114 4 C
TERM: GPH 13 GPH 29 HA 13 HE 13 GPA 2.23
FALL 1992 ARTS-SCI POL SCI

TUDOR ENGLAND HIST 3323 -- W
FNDINS AM POLITICS P SC 3023 -- W
SOCIAL STATISTICS P SC 3123 -- W
GOVT OF ENGLAND P SC 3603 -- W
HIST-POLIT THEORY I P SC 3703 -- W

STUDENT
RECORD

INTERPRETATION
OF GRADES

A = Excellent
B = Good
C = Average
D = Poor
F = Failing
I = Incomplete
AV = Admin. Withdrawal
W = Withdrawn
S = Satisfactory
U = Unsatisfactory
P = Pass
NP = No Pass
AU = Audit
X = Work in Progress
E = Conditional
WF = W Failing
N = No Report

GRADE POINTS
PER SEM. HOUR
SINCE 1990

A = 4 D = 1
B = 3 F = 0
C = 2 WF = 0
Other Grades
Not Computed
in GPA

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TRANSCRIPT

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AND RECORDS
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WISE INDICATED.
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THE ACADEMIC
RECORD OF THE
STUDENT.

COURSE TITLE DEPT. NO. HRS. GRADE

FALL 1992 (CONTINUED)
COMPLETE WITHDRAWAL 10/28/92

TERM: GPH 0 GPH 0 HA 0 HE 0 GPA 0.00
SPRING 1993 ARTS-SCI POL SCI

GEN ANTHROPOLOGY ANTH 1113 3 C
TRIBAL GOVERNMENT P SC 4023 3 A
CONFLICT & WARFARE P SC 4613 3 B
INTRO TO LOGIC PHIL 1113 3 A

TERM: GPH 12 GPH 37 HA 12 HE 12 GPA 3.25
SUMMER 1993 ARTS-SCI POL SCI

HISTORY OF OKLAHOMA HIST 3393 3 C
TERM: GPH 3 GPH 6 HA 3 HE 3 GPA 2.00
FALL 1993 ARTS-SCI POL SCI

WAR-EUROPEAN HIST HIST 3123 3 B
WORLD WAR II HIST 3430 3 B
AFRICA SINCE 1800 HIST 4973 3 B
U S DIPLOMATIC HIST P SC 3563 3 B

TERM: GPH 12 GPH 36 HA 12 HE 12 GPA 3.00
DEC 1993 INTERSESSION ARTS-SCI POL SCI

ORGANIZED CRIME P SC 3890 3 C
TERM: GPH 3 GPH 8 HA 3 HE 3 GPA 2.00
SPRING 1994 ARTS-SCI POL SCI

EUROPE 1500-1815 HIST 1223 3 A
E ASIA SINCE 1800 HIST 1733 3 B
THE ROMAN EMPIRE HIST 3043 3 A

20TH C RUSSIAN HIST HIST 3813 3 B
PRIN-CRIM INVESTIG P SC 3853 3 A
TERM: GPH 15 GPH 54 HA 15 HE 15 GPA 3.60
AUG 1994 INTERSESSION ARTS-SCI POL SCI

NEIGHBORHOOD/CRIME SOC 3890 3 A
12-16-94, BACHELOR OF ARTS (POL SCI);
COMPLETED CONCURRENTLY; MINOR IN
HIST.

* SEE NEXT PAGE FOR ADDITIONAL WORK *

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TAINED THEREIN WILL NOT BE TRANSFERRED TO A THIRD PARTY WITHOUT
THE WRITTEN CONSENT OF THE STUDENT.

SEE REVERSE SIDE

NAME (LAST, FIRST, MIDDLE) SIMMONS JR, RICHARD HARRY
BIRTH PLACE OKLAHOMA CITY, OK
SEX M HIGH SCHOOL NAME MOORE HIGH SCHOOL
HIGH SCHOOL ADDRESS MOORE, OK

ID NUMBER

BIRTHDATE 11-06-65
HS. GRAD. 1988

THE UNIVERSITY
OF OKLAHOMA
NORMAN, OK 73019
OFFICE OF ADMISSIONS
AND RECORDS

DEGREE AND DATE

B. A.

12-16-94

PAGE 2

STUDENT
RECORD

FORMER NAME

07/17/95
PRINT DATE

COURSE TITLE DEPT. NO. HRS. GRADE
AUG 1994 INTERSESSION (CONTINUED)
TERM: GPH 3 GPH 12 HA 3 HE 3 GPA 4.00
TRF CUM: 41.00 143.00 41.00 41.00 3.49
DU CUM: 93.00 261.00 93.00 93.00 2.81
COMB CUM: 134.00 404.00 134.00 134.00 3.01
TRF RET: 41.00 143.00 41.00 41.00 3.49
DU RET: 93.00 261.00 93.00 93.00 2.81
COMB RET: 134.00 404.00 134.00 134.00 3.01
END OF RECORD

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X = Work in Progress
E = Conditional
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SEE REVERSE SIDE

CAUTION: NOT TO BE USED FOR
IDENTIFICATION PURPOSESTHIS IS AN IMPORTANT
RECORD. SAFEGUARD IT.ANY ALTERATIONS IN SHADED
AREAS RENDER FORM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

This Report Contains Information Subject to the Privacy Act of 1974, As Amended

1. NAME (Last, First, Middle) SIMMONS Richard Harry Jr.		2. DEPARTMENT, COMPONENT AND BRANCH USMCR-KM		3. SOCIAL SECURITY NUMBER [REDACTED]	
4a. GRADE, RATE OR RANK 1stSgt	b. PAY GRADE E-8	5. DATE OF BIRTH (YYYYMMDD) 19691106	6. RESERVE OBLIGATION TERMINATION DATE (YYYYMMDD) 20091101		
7a. PLACE OF ENTRY INTO ACTIVE DUTY Oklahoma City, OK		b. HOME OF RECORD AT TIME OF ENTRY (City and state or complete address if known) 604 SW 6th Street, Moore, OK 73160			
8a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND Battery F, 2d Bn, 14th Mar, 4th Mar Div, Oklahoma City, OK			b. STATION WHERE SEPARATED II MHC, II MEF, CamLcj, NC (RUC 20361)		
9. COMMAND TO WHICH TRANSFERRED Battery F, 2d Bn, 14th Mar, 4th Mar Div, Oklahoma City, OK (RUC 14616)			10. SGLI COVERAGE ☐ NONE AMOUNT: \$400,000		
11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) 8999, First Sergeant, 01 years 02 months		12. RECORD OF SERVICE		YEARS(S)	MONTH(S)
		a. DATE ENTERED AD THIS PERIOD		2007	03
		b. SEPARATION DATE THIS PERIOD		2008	04
		c. NET ACTIVE SERVICE THIS PERIOD		01	01
		d. TOTAL PRIOR ACTIVE SERVICE		01	02
		e. TOTAL PRIOR INACTIVE SERVICE		16	05
		f. FOREIGN SERVICE		00	06
		g. SEA SERVICE		00	00
		h. INITIAL ENTRY TRAINING		00	00
i. EFFECTIVE DATE OF PAY GRADE		2006	08		
13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) Navy and Marine Corps Commendation Medal, Southwest Asia Service Medal (w/2 stars), Kuwait Liberation Medal (Kuwait), Kuwait Liberation Medal (Saudi Arabia), Navy Meritorious Unit Commendation (w/1 star), Navy Unit Commendation (w/1 star), Iraq Campaign Medal, Selected Marine Corps Reserve Medal (w/4 stars), Sea Service Deployment Ribbon (w/3 stars). Cont on block 18		14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed) None			
15a. COMMISSIONED THROUGH SERVICE ACADEMY				YES	☒ NO
b. COMMISSIONED THROUGH ROTC SCHOLARSHIP (10 USC Sec. 2167b)				YES	☒ NO
c. ENLISTED UNDER LOAN REPAYMENT PROGRAM (10 USC Chap. 109) (If yes, years of commitment)				YES	☒ NO
16. DAYS ACCRUED LEAVE PAID None	17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION				YES ☒ NO
18. REMARKS Block 13 Cont: Global War on Terrorism Service Medal, Global War on Terrorism Expeditionary Medal (Iraq), Presidential Unit Citation - Navy, Navy "E" Ribbon, Certificate of Appreciation, Letter of Commendation (2), Letter of Appreciation (4), Meritorious Mast. Member participated in Operation Iraqi Freedom during the period 20070717 - 20080205. Not available for signature. Not a final discharge. This DD Form 214 has been administratively reissued. Date detached separation activity 20080420, 1 day travel time. Activation in support of Operation Iraqi Freedom. Member was ordered to active duty as a result of Presidential Recall in support of Operation Iraqi Freedom. Serial# 54804-2018-0234 The information contained here in is subject to computer matching within the Department of Defense or with any other affected Federal or non-Federal agency for verification purposes and to determine eligibility for, and/or continued compliance with, the requirements of a Federal benefit program.					
19a. MAILING ADDRESS AFTER SEPARATION (Include ZIP Code) 317 Waltzing Brook Court, Weatherford, TX 76085		b. NEAREST RELATIVE (Name and address - include Zip Code) Carrie Simmons (Spouse) 317 Waltzing Brook Court, Weatherford, TX 76085			
20. MEMBER REQUESTS COPY 6 BE SENT TO (Specify state/locality) TX		OFFICE OF VETERANS AFFAIRS		☒ YES	NO
a. MEMBER REQUESTS COPY 3 BE SENT TO THE CENTRAL OFFICE OF THE DEPARTMENT OF VETERANS AFFAIRS (WASHINGTON, DC)				☒ YES	NO
21a. MEMBER SIGNATURE SEE REMARKS	b. DATE (YYYYMMDD)	22a. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title, signature) T EVANS, GS-9, HR SUPERVISOR, MMRP-12B, HQMC EVANS TIMOTHY 1041780246		b. DATE (YYYYMMDD) 20180123	

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)

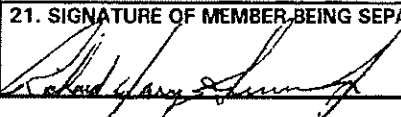
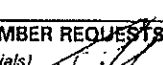
23. TYPE OF SEPARATION Released from active duty		24. CHARACTER OF SERVICE (Include upgrades) HONORABLE	
25. SEPARATION AUTHORITY MARCORSEPMAN par 1005		26. SEPARATION CODE MBK5	27. REENTRY CODE RE-1A
28. NARRATIVE REASON FOR SEPARATION Voluntary Release - Recall to active duty			
29. DATES OF TIME LOST DURING THIS PERIOD (YYYYMMDD) None			30. MEMBER REQUESTS COPY 4 (Initials)

DD FORM 214, AUG 2009

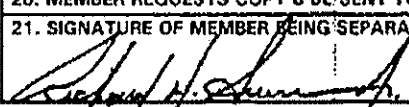
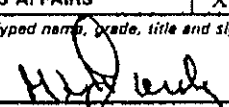
PREVIOUS EDITION IS OBSOLETE

MEMBER - 4
Adobe Designer 8.0

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle) SIMMONS JR RICHARD HARRY		2. DEPARTMENT, COMPONENT AND BRANCH USMCR-KM		3. SOCIAL SECURITY NUMBER [REDACTED]		
4a. GRADE, RATE OR RANK GYSGT	b. PAY GRADE E7	5. DATE OF BIRTH (YYYYMMDD) 19691106	6. RESERVE OBLIGATION TERMINATION DATE (YYYYMMDD) 00000000			
7a. PLACE OF ENTRY INTO ACTIVE DUTY MARINE CORPS RESERVE CENTER BOSSIER CITY LA 71111		b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) 317 WALTZING BROOK CT WEATHERFORD TX 76085				
8a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND CO B 1STBN 23DMAR BOSSIER CITY LA 71111			b. STATION WHERE SEPARATED CO B 1STBN 23DMAR BOSSIER CITY LA RUC 84283			
9. COMMAND TO WHICH TRANSFERRED CO B 1STBN 23DMAR BOSSIER CITY LA 71111 RUC 14133			10. SGLI COVERAGE ☐ NONE AMOUNT: \$ 250,000			
11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) 0811 - FIELD ARTILLERY CANNONEER 01 YR 00 MOS		12. RECORD OF SERVICE		YEAR(S)	MONTH(S)	DAY(S)
		a. DATE ENTERED AD THIS PERIOD		2004	06	01
		b. SEPARATION DATE THIS PERIOD		2005	05	31
		c. NET ACTIVE SERVICE THIS PERIOD		01	00	00
		d. TOTAL PRIOR ACTIVE SERVICE		01	02	14
		e. TOTAL PRIOR INACTIVE SERVICE		14	09	01
		f. FOREIGN SERVICE		00	00	00
		g. SEA SERVICE		00	06	21
h. EFFECTIVE DATE OF PAY GRADE		1999	09	01		
13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) GLOBAL WAR ON TERRORISM SERVICE MEDAL SEA SERVICE DEPLOYMENT RIBBON (W/1 "*"), COMBAT ACTION RIBBON (W/1 "*"), ARMED FORCES RESERVE MEDAL (W/"M" DEVICE), SELECTED MARINE CORPS SERVICE MEDAL (W/2 "*"), NATIONAL DEFENSE SERVICE MEDAL (W/1 "*")		14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed) NONE				
15a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM b. HIGH SCHOOL GRADUATE OR EQUIVALENT			☒	YES	☒	NO
16. DAYS ACCRUED LEAVE PAID 15.0			17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION			☒ YES ☐ NO
18. REMARKS SERIAL # 84283-2005-0076 ACTIVATION IN SUPPORT OF OPERATION IRAQI FREEDOM II MEMBER IS AUTHORIZED TAMP BENEFITS, TO EXPIRE ON 27 NOVEMBER 2005, DUE TO THE FOLLOWING CRITERIA: MEMBER WAS ORDERED TO ACTIVATED DUTY AS A RESULT OF PRESIDENTIAL RECALL IN SUPPORT OF OPERATION IRAQI FREEDOM II WITH 1ST BATTALION, 23D MARINES FROM 20040601 TO 20050531. DATE DETACHED SEPARATING ACTIVITY 20050525. AUTHORIZED 1 DAY TRAVEL TO RETURN HOME. NOT A FINAL DISCHARGE.						
The information contained herein is subject to computer matching within the Department of Defense or with any other affected Federal or non-Federal agency for verification purposes and to determine eligibility for, and/or continued compliance with, the requirements of a Federal benefit program.						
19a. MAILING ADDRESS AFTER SEPARATION (Include ZIP Code) 317 WALTZING BROOK CT WEATHERFORD TX 76085			b. NEAREST RELATIVE (Name and address - include ZIP Code) CARRIE A SIMMONS (SP) SAME AS BLOCK 19A			
20. MEMBER REQUESTS COPY 6 BE SENT TO TX			DIRECTOR OF VETERANS AFFAIRS			☒ YES ☐ NO
21. SIGNATURE OF MEMBER BEING SEPARATED 		22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature) T. R. PATTERSON, SSgt, USMC BY DIRECTION				
SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)						
23. TYPE OF SEPARATION RELEASE FROM ACTIVE DUTY		24. CHARACTER OF SERVICE (Include upgrades) HONORABLE				
25. SEPARATION AUTHORITY MARCORSEPMAN PAR 1005		26. SEPARATION CODE MBK5		27. REENTRY CODE RE-1A		
28. NARRATIVE REASON FOR SEPARATION VOLUNTARY RELEASE-RECALL TO ACTIVE DUTY						
29. DATES OF TIME LOST DURING THIS PERIOD (YYYYMMDD) NONE				30. MEMBER REQUESTS COPY 4 (Initials) 		

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle) SIMMONS JR, RICHARD H		2. DEPARTMENT, COMPONENT AND BRANCH USMCR-K4		3. SOCIAL SECURITY NUMBER [REDACTED]	
4a. GRADE, RATE OR RANK GySgt	b. PAY GRADE E-7	5. DATE OF BIRTH (YYYYMMDD) 19691106	6. RESERVE OBLIGATION TERMINATION DATE (YYYYMMDD) 00000000		
7a. PLACE OF ENTRY INTO ACTIVE DUTY WPNSCO, 2D BN 23D MAR, 4TH MARDIV PORT HUENEME, CA 93043		b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) Fort Worth, TX 76133			
8a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 31ST NAVAL CONSTRUCTION REGIMENT (NAVY)		b. STATION WHERE SEPARATED 2/23 WEAPONS CO PORT HUENEME			
9. COMMAND TO WHICH TRANSFERRED MCRSC KANSAS CITY, MO			10. SGLI COVERAGE ☐ NONE AMOUNT: \$250,000.00		
11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) 0811 - Artillery		12. RECORD OF SERVICE		YEAR(S)	MONTH(S)
		a. DATE ENTERED AD THIS PERIOD		2003	03
		b. SEPARATION DATE THIS PERIOD		2003	09
		c. NET ACTIVE SERVICE THIS PERIOD		00	06
		d. TOTAL PRIOR ACTIVE SERVICE		00	07
		e. TOTAL PRIOR INACTIVE SERVICE		14	00
		f. FOREIGN SERVICE		00	00
		g. SEA SERVICE		00	11
h. EFFECTIVE DATE OF PAY GRADE		99	09	01	
13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) Armed Forces Reserve Medal With Bronze Hourglass And "2" Device National Defense Service Medal With Service Star SEA SERVICE DEPLOYMENT WITH SERVICE STAR		14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed)			
15a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM		☐ YES ☒ NO		☐ YES ☒ NO	
b. HIGH SCHOOL GRADUATE OR EQUIVALENT		☒ YES ☐ NO		☐ YES ☒ NO	
16. DAYS ACCRUED LEAVE PAID RLB 3.5	17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION			YES ☒	NO ☐
18. REMARKS Activation in support of Operations Noble Eagle/Enduring Freedom, or any other such operations associated with the World Trade Center and Pentagon attacks, identified in the provision (s) of law under which a member served on active duty. Subject to active duty recall and or annual screening. This is not a final discharge. Participated in combat operations while deployed to Kuwait and Iraq in support of Operation Iraqi Freedom from 3 Mar 2003 to 4 Sep 2003. The information contained herein is subject to computer matching within the Department of Defense or with any other affected Federal or non-Federal agency for verification purposes and to determine eligibility for, and/or continued compliance with, the requirements of a Federal benefit program.					
19a. MAILING ADDRESS AFTER SEPARATION (Include ZIP Code) 4401 Hulen circle W Fort Worth, TX 76133		b. NEAREST RELATIVE (Name and address - include ZIP Code) Carrie A Simmons 4401 Hulen circle W Fort Worth, TX 76133			
20. MEMBER REQUESTS COPY 8 BE SENT TO TX		DIRECTOR OF VETERANS AFFAIRS		☒ YES	☐ NO
21. SIGNATURE OF MEMBER BEING SEPARATED 		22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature) M. L. Hardy, SSgt, Admin Chief 			
SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)					
23. TYPE OF SEPARATION Released from active duty		24. CHARACTER OF SERVICE (Include upgrades) Honorable			
25. SEPARATION AUTHORITY MARCORSEPMAN PAR 1005		26. SEPARATION CODE MBK5		27. REENTRY CODE RE-1A	
28. NARRATIVE REASON FOR SEPARATION Compl req serv-recall ACDU					
29. DATES OF TIME LOST DURING THIS PERIOD (YYYYMMDD) None				30. MEMBER REQUESTS COPY 4 (Initials) 	

1 NAME (Last, First, Middle) STIMONS, RICHARD HARRY JR		2 DEPARTMENT, COMPONENT AND BRANCH 100TH AIRBORNE DIV		3 SOCIAL SECURITY NO [REDACTED]																												
4 a GRADE, RATE OR RANK LEPL		4 b PAY GRADE E 3		5 DATE OF BIRTH (YYMMDD) 071110																												
7 a PLACE OF ENTRY INTO ACTIVE DUTY ENIDENNA AFB TX 73161-0000		7 b HOME OF RECORD AT TIME OF ENTRY (City and state or complete address if known) MURFREESBORO TN 37130		6 RESERVE OBLIG TERM DATE Year Month Day																												
8 a LAST DUTY ASSIGNMENT AND MAJOR COMMAND 38th 10th Air Ref Wing		8 b STATION WHERE SEPARATED 1101 5th St Oklahoma City OK 73106																														
9 COMMAND TO WHICH TRANSFERRED Brig 2d Air Ref Wing Oklahoma City OK 73106				10 SGLI COVERAGE Amount \$ None																												
11 PRIMARY SPECIALTY (List number title and years and months in specialty List additional specialty numbers and titles involving periods of one or more years) CO1-Field Aviller-Lunow NO more than 12 months		12 RECORD OF SERVICE		<table border="1"> <thead> <tr> <th>Year(s)</th> <th>Month(s)</th> <th>Day(s)</th> </tr> </thead> <tbody> <tr><td>a Date Entered AD This Period</td><td>07</td><td>11</td></tr> <tr><td>b Separation Date This Period</td><td>07</td><td>06</td></tr> <tr><td>c Net Active Service This Period</td><td>00</td><td>06</td></tr> <tr><td>d Total Prior Active Service</td><td>00</td><td>05</td></tr> <tr><td>e Total Prior Inactive Service</td><td>00</td><td>11</td></tr> <tr><td>f Foreign Service</td><td>00</td><td>01</td></tr> <tr><td>g Sea Service</td><td>00</td><td>00</td></tr> <tr><td>h Effective Date of Pay Grade</td><td>07</td><td>12</td></tr> </tbody> </table>		Year(s)	Month(s)	Day(s)	a Date Entered AD This Period	07	11	b Separation Date This Period	07	06	c Net Active Service This Period	00	06	d Total Prior Active Service	00	05	e Total Prior Inactive Service	00	11	f Foreign Service	00	01	g Sea Service	00	00	h Effective Date of Pay Grade	07	12
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13 DECORATIONS, MEDALS BADGES CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) National Defense Service Medal Sea Service Expedition Ribbon																																
14 MILITARY EDUCATION (Course title number of weeks, and month and year completed) None																																
15 a MEMBER CONTRIBUTED TO POST VIETNAM ERA VETERANS EDUCATIONAL ASSISTANCE PROGRAM		15 b HIGH SCHOOL GRADUATE OR EQUIVALENT		16 DAYS ACCRUED LEAVE PAID 11.5 0.0 0.0																												
Yes		No		Yes																												
17 MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION																																
Yes																																
No																																
18 REMARKS OPERATION DESERT SHIELD/STORM FROM 01129 TO 010006 ITEMS 1-12 DO NOT ACCOUNT FOR ANNUAL AND/OR WEEKEND TRAINING THIS MEMBER HAS ACCOMPLISHED PRIOR TO DATE ENTERED IN ITEM 12A OPERATION DESERT SHIELD/STORM FROM 01122 TO 010508 ORDERED TO ACTIVE DUTY IN SUPPORT OF OPERATION DESERT SHIELD/STORM 100 10 00 00																																
19 a MAILING ADDRESS AFTER SEPARATION (Include Zip Code) 204 5th St Murfreesboro TN 37130			19 b NEAREST RELATIVE (Name and address include Zip Code) BERRY STIMONS 204 5th St Murfreesboro TN 37130																													
20 MEMBER REQUESTS COPY SENT TO DIR OF VET AFFAIRS			22 OFFICIAL AUTHORIZED TO SIGN (Typed name grade title and signature) D E THOMPSON MAJ US ARMY																													
21 SIGNATURE OF MEMBER BEING SEPARATED Richard H. Stimons																																

23. TYPE OF SEPARATION RELEASED FROM ACTIVE DUTY		24. CHARACTER OF SERVICE (Include upgrades) HONORABLE	
25. SEPARATION AUTHORITY CME 0018072 MAR 91/ALMAR 59-91		26. SEPARATION CODE NKS	27. REENTRY CODE RE-1A
28. NARRATIVE REASON FOR SEPARATION COMPLETION OF REQUIRED ACTIVE SERVICE (INVOLUNTARY RECALL)			
29. DATES OF TIME LOST DURING THIS PERIOD NONE			30. MEMBER REQUESTS COPY 4 GPH Initials

City of Bethel, Alaska

City Clerk's Office

Council Regular Meetings

May 19, 2020 Special City Council Meeting-Budget

May 21, 2020 Special City Council Meeting-Budget

May 28, 2020 Special City Council Meeting-Budget

May 26, 2020 Regular City Council Meeting

June 9, 2020 Regular City Council Meeting

May Burial Permits: 4 Passports: 5

Elections

Completed the Election Code modification to allow for by mail elections. If adopted as presented the City will have until August 7th to determine if a by mail election will be the best solution for our community. In the meantime the office is working on a by-mail election policy and plan, establishing templates for by-mail envelopes and forms and establishing a budget for by-mail elections.

Documents

- Ordinance 20-11 amendment proposal from Council Member Leary.
- Reviewed the Planning Commission's proposed Ordinance amending Title 15.
- Prepared AM 20-18 from Council Member DeWitt.

Misc.

- Detail review of the Administration's proposed budget for Fiscal Year 2021 and provided Administration a list of corrections.
- Working through the ordinances related to the dedication of funds for the YK Fitness Center in an effort to establish a clean long term solution to solidify and clarify the requirements for the transfer.