

CITY OF BETHEL

City Council Special Meeting Agenda, July 21, 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.

Join Zoom Meeting

<https://us02web.zoom.us/j/6634614089?pwd=Z0xZcncwQWFpNFZiV0RaRG8xc0k4UT09>

Meeting ID: 663 461 4089

Password: 13871

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

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Meeting ID: 663 461 4089

Password: 13871

Find your local number: <https://us02web.zoom.us/j/kinDdKOeX>

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

5. APPROVAL OF REGULAR AND CONSENT AGENDA

6. UNFINISHED BUSINESS

7. NEW BUSINESS

- 7.1. *Introduction Of Budget Ordinance 20-12(a): Amending The City Of Bethel Fiscal Year 2021 Budget -

Posted July 17, 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

Caterpillar 160 AWD Motor Grader (City Manager Corazza)

7.2. City Attorney's Report On Travel Restrictions/COVID Testing/Masks Requirements (Council Member Dymont)

8. EXECUTIVE SESSION

- 8.1. 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- YK Fitness Center, Construction Issues and Recourse (City Manager Corazza)
- 8.2. In Accordance With AS 44.62.310 (C)(3): Matters Which By Law, Municipal Charter, Or Ordinance Are Required To Be Confidential-Collective Bargaining Agreement Between The City Of Bethel And The City Of Bethel Employees Association Local 655 APEA/AFT (City Manager Corazza)

9. ADJOURNMENT

Posted July 17, 2020 at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. City Clerk

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Introduced by: City Manager Vincenzo S. Corazza
Introduction Date: July 21, 2020
Public Hearing Date: July 28, 2020
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 20-12 (a)

AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2021 BUDGET

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

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

SECTION 2. Fiscal Year Budget Amendments. The following estimated revenues and expenditures are hereby appropriated for the corporate purposes and objects of the City of Bethel for Fiscal Year 2021.

WHEREAS, the City of Bethel, Public Works Department, Streets and Roads Division, maintains 28 miles of gravel road;

WHEREAS, The Streets and Roads Division currently has two graders in its possession, which are well seasoned and need replacement: one 2004 163H Grader and one 2009 160M Grader;

WHEREAS, the 2009 160M grader that the Streets and Roads Division uses is currently in the shop for repairs and has a repair timeline of approximately eight (8) weeks;

WHEREAS, NC Machinery, a Caterpillar dealer, is under a Sourcewell contract and has one (1) 160 AWD Motor Grader in stock and ready to ship for \$460,000;

WHEREAS, Line item 10-66-69x Streets and Roads Capital Expenditures, Caterpillar 160 AWD Motor Grader is listed in the FY21 Budget with zero (\$0) funding;

WHEREAS, Public Works is requesting the use of the remaining unspent balances of the following line items: 57-50-69x Vehicles and Equipment, 10-66-69x Streets and Roads;

WHEREAS, Public Works is requesting from the undesignated fund balance from the Central Treasury in the amount of \$375,612;

Introduced by: City Manager Vincenzo S. Corazza
Introduction Date: July 21, 2020
Public Hearing Date: July 28, 2020
Action:
Vote:

F-1				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
57-50-69x	Vehicles & Equipment-Capital Expenditure: Lift Truck	40,000	(8,005)	31,995
57-50-69x	Vehicles & Equipment-Capital Expenditure: Skid Steer	103,000	(7,601)	95,399
10-66-69x	Streets & Roads-Capital Expenditure: Wheel Loader	450,000	(68,782)	381,218
10-10100	Cash-Central Treasury	12,784,809	(375,612)	12,409,197
10-66-69x	Streets & Roads Capital Expenditure: Caterpillar 160 AWD Motor Grader	0	460,000	460,000

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

ENACTED THIS ___TH DAY OF _____ 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Perry Barr, Mayor

ATTEST:

Lori Strickler, City Clerk

ConsensusDocs™ 415
STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER
(Lump Sum Price)



TABLE OF ARTICLES

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5. SUBCONTRACTS
6. CONTRACT TIME
7. CONTRACT PRICE
8. CHANGES IN THE WORK
9. PAYMENT
10. INDEMNITY, INSURANCE, AND BONDS
11. SUSPENSION, NOTICE TO CURE, AND TERMINATION
12. DISPUTE MITIGATION OR RESOLUTION
13. MISCELLANEOUS
14. CONTRACT DOCUMENTS
AMENDMENT 1

ARTICLE 1 AGREEMENT

Job Number: Account Code:

This Agreement is made this 27th Day of November in the year 2012, by and between the



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

and the

DESIGN-BUILDER: Bethel Services, Inc.
460 Ridgcrest Drive
Bethel, Alaska 99559

Tax identification number [REDACTED]

Contractor Licensing No., if applicable: CON E 28730

Design Professional Licensing No. in the State of the Project: [REDACTED]

for services in connection with the following:

PROJECT: Yukon Kuskokwim Regional Aquatic Health and Safety Center

Notice to the Parties shall be given at the above addresses.

ARTICLE 2 GENERAL PROVISIONS

2.1. TEAM RELATIONSHIP The Parties each agree to proceed with the Project on the basis of trust, good faith, and fair dealing. The Design-Builder agrees to furnish or procure, as permitted by Law, the architectural and engineering services set forth below and the construction and administration of the Work.

2.1.1. The Design-Builder represents that it is an independent contractor and that it is familiar with the type of work it is undertaking.

2.1.2. Neither the Design-Builder nor any of its agents or employees shall act on behalf of or in the name of the Owner unless authorized in writing by the Owner's Representative.

2.1.3. **ETHICS** The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest or promptly discloses any to the other Party, and (b) warrants that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Subcontractors, or others for whom they may be liable, to secure preferential treatment.

2.2. DESIGN PROFESSIONAL Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, as permitted by the Law. The person or entity providing architectural and engineering services shall be referred to as the Design Professional.

2.2.1. **STANDARD OF CARE** The Design Professional shall furnish and provide the architectural and engineering services necessary to design the Project in accordance with the Owner's requirements, as outlined in the Owner's Program, 65% Design Development Drawings and Specifications, and other relevant data defining the Project. The architectural and engineering services shall be performed in accordance with the standard of professional skill and care required



for a Project of similar size, scope, and complexity, during the time in which the Services are provided. The Design Professional for the Project is Architects Alaska, Inc.

2.3. DEFINITIONS

2.3.1. "Agreement" means this ConsensusDocs 415 Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Lump Sum Price), as modified, amendments, exhibits, addenda, and attachments made part of this Agreement upon its execution.

2.3.1.1.

2.3.2. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.3.3. A "Change Order" is a written order signed by the Owner and the Design-Builder after execution of this Agreement, indicating changes in the scope of the Work or Contract Time, including substitutions proposed by the Design-Builder and accepted by the Owner.

2.3.4. The "Contract Documents" consist of those documents identified in section 14.1.

2.3.5. The "Contract Time" is the period between the Date of Commencement and Final Completion.

2.3.6. "Day" means calendar day.

2.3.7. "Date of Commencement" is the Date of the Agreement as provided for in section 6.1.

2.3.8. "Defective Work" is any portion of the Work not in conformance to the requirements of the Contract Documents.

2.3.9. "Final Completion" occurs on the date when the Design-Builder's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable.

2.3.10. "Laws" means federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Design-Builder must comply that are enacted as of the Agreement date.

2.3.11. A "Material Supplier" is a person or entity retained by the Design-Builder to provide material and equipment for the Work.

2.3.12. "Others" means other contractors and all persons at the Worksite who are not employed by the Design-Builder, its Subcontractors, or Material Suppliers.

2.3.13. "Overhead" shall mean (a) payroll costs and other compensation of Design-Builder employees in the Design-Builder's principal and branch offices; (b) general and administrative expenses of the Design-Builder's principal and branch offices including charges against the Design-Builder for delinquent payments; and (c) the Design-Builder's capital expenses, including interest on capital used for the Work.

2.3.14. The "Owner" is the person or entity identified in ARTICLE 1, and includes the Owner's representative.

2.3.15. The "Owner's Program" is a description of the Owner's objectives, budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special



equipment and systems, and site requirements, together with Design Development Documents which shall include drawings, outline specifications, and other documents illustrating the Project's design elements, scale, and their relationship to the Worksite.

2.3.16. The "Parties" are collectively the Owner and Design-Builder.

2.3.17. The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which the Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by the Owner or Others.

2.3.18. A "Subcontractor" is a person or entity retained by the Design-Builder as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Design Professional or any separate contractor employed by the Owner or any separate contractor's subcontractors. All subcontractors are to be properly licensed to do business in the State of Alaska.

2.3.19. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the Design-Builder's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Owner and Design-Builder. The certificate shall state the respective responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work, and insurance. The certificate shall also list the items to be completed or corrected, and establish the time for their completion and correction within the timeframe, if any, established in subsection 6.2.3 for the Date of Final Completion.

2.3.20. Not used.

2.3.21. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.3.22. The "Work" is the design services procured in accordance with section 3.1, the construction services provided in accordance with section 3.2, additional services in accordance with section 3.10, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

2.3.23. "Worksite" means the geographical area of the Project location mentioned in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

The Design-Builder shall be responsible for completing the final design and engineering specifications that constitute progressing from the 65% design development stage and revised concept to 100% construction documents and for the construction of the Work. The Design-Builder shall exercise reasonable skill and judgment in the performance of the Work.



3.1. DESIGN SERVICES Pursuant to a mutually agreeable schedule, the Design-Builder shall submit for the Owner's written comment and approval, 65% Design Development, 95% Construction Documents and 100% Construction Documents, based on the Contract Documents in existence at the time of the execution of this Agreement or any further development of Contract Documents that have been approved in writing by the Owner.

3.1.1. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall be based upon codes, laws, or regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents or the Contract Documents in existence at the time of the execution of this Agreement. Construction shall be in accordance with the approved Construction Documents. One set of these documents shall be furnished to the Owner before commencing construction.

3.1.2. OWNERSHIP OF DOCUMENTS

3.1.2.1. OWNERSHIP OF TANGIBLE DOCUMENTS The Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data, and information (hereinafter "Documents") prepared, provided or procured by the Design-Builder, its Design Professional, Subcontractors, or consultants and distributed to the Owner for this Project, upon the making of final payment to the Design-Builder or in the event of termination under ARTICLE 11, upon payment for all sums due to Design-Builder pursuant to ARTICLE 11.

3.1.2.2. COPYRIGHT The Parties agree that Owner ☐ shall/ x shall not obtain ownership of the copyright of all Documents. The Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by subsection 3.1.2.1 and the payment of the fee reflecting the agreed value of the copyright set forth below:

If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with the Design-Builder.

3.1.2.3. USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 11, the Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under subsection 3.1.2.1, provided payment has been made pursuant to subsection 3.1.2.1

3.1.2.4. OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, the Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite. The Owner's use of the Documents without the Design-Builder's involvement or on other projects is at the Owner's sole risk, except for the Design-Builder's indemnification obligations, and the Owner shall indemnify and hold harmless the Design-Builder, its Design Professional, Subcontractors, and consultants, and the agents, officers, directors, and employees of each of them, from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from any such prohibited use.



3.1.2.5. DESIGN-BUILDER'S USE OF DOCUMENTS Where the Design-Builder has transferred its copyright interest in the Documents under subsection 3.1.2.1, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

3.1.2.6. The Design-Builder shall obtain from its Design Professional, Subcontractors, and consultants rights and rights of use that correspond to the rights given by the Design-Builder to the Owner in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.

3.2. CONSTRUCTION SERVICES

3.2.1. Construction will commence upon the issuance by the Owner of a written notice to proceed. One early Notice-To-Proceed will be issued for the purpose of installing pilings in winter 2012-2013 and ordering materials known to be part of the project before final approval of the Construction documents

3.2.2. In order to complete the Work, the Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, construction labor, materials, tools, and subcontracted items.

3.2.3. Coordination with the Owner for installation of infrastructure to support services obtained, or work to be performed, by the Owner, including but not limited to telephone cabling, computer network cabling, security systems, in wall backing and other specialty systems which are not a part of this Agreement;

3.2.4. COMPLIANCE WITH LAWS The Design-Builder shall give all notices and comply with all Laws at its own costs. The Design-Builder shall be liable to the Owner for all loss, cost, and expense attributable to any acts or omissions by the Design-Builder, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if notice to Owner was given, and advance approval by appropriate authorities, including the Owner, is received.

3.2.5. The Design-Builder shall maintain the Schedule of Work. This schedule shall indicate the dates for the start and completion of the various stages of the construction, including the dates when information and approvals are required from the Owner. It shall be revised/updated monthly and as required by the conditions of the Work.

3.2.6. The Design-Builder shall obtain and pay for, at no additional cost above the Contract Price, the building permits necessary for the construction of the Project.

3.2.7. The Design-Builder shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The Owner shall be afforded access to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to Change Order work performed on the basis of actual cost. The Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by law.

3.2.8. The Design-Builder shall provide monthly written reports to the Owner on the progress of the Work in such detail as is required by the Owner and as agreed to by the Owner and Design-Builder.



3.2.9. The Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.2.10. The Design-Builder shall prepare and submit to the Owner either:

☐ final marked up as-built drawings
☒ updated electronic data

that generally document how the various elements of the Work including changes were actually constructed or installed, or as defined by the Parties by attachment to this Agreement.

3.3. SCHEDULE OF THE WORK The Design-Builder shall prepare and submit a Schedule of Work for the Owner's acceptance and written approval as to milestone dates. This schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from the Owner. The Schedule shall be a logic-based network analysis diagram system known as the critical path method. Schedule shall be produced by a computer based scheduling software program (Primavera, Microsoft Project, or similar). The Schedule shall be revised/updated monthly and as required by the conditions of the Work.

3.4. SAFETY OF PERSONS AND PROPERTY

3.4.1. SAFETY PRECAUTIONS AND PROGRAMS The Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

3.4.2. The Design-Builder shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:

3.4.2.1. its employees and other persons at the Worksite;

3.4.2.2. materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and

3.4.2.3. the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.4.3. DESIGN-BUILDER'S SAFETY REPRESENTATIVE The Design-Builder shall designate an individual at the Worksite in the employ of the Design-Builder who shall act as the Design-Builder's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Design-Builder in writing to the Owner, the designated safety representative shall be the Design-Builder's project superintendent. The Design-Builder will report immediately in writing all accidents and injuries occurring at the Worksite to the Owner. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall furnish a copy of the report to the Owner.

3.4.4. The Design-Builder shall provide the Owner with copies of all notices required of the Design-Builder by Law. The Design-Builder's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.



3.4.5. Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of the Design-Builder, or anyone for whose acts the Design-Builder may be liable, shall be promptly remedied by the Design-Builder. Damage or loss attributable to the acts or omissions of the Owner or Others and not to the Design-Builder shall be promptly remedied by the Owner.

3.4.6. If the Owner deems any part of the Work or Worksite unsafe, the Owner, without assuming responsibility for the Design-Builder's safety program, may require the Design-Builder to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Design-Builder does not adopt corrective measures, the Owner may perform them and reduce the amount of the Contract Price by the costs of the corrective measures. The Design-Builder agrees to make no claim for damages, for an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion based on the Design-Builder's compliance with the Owner's reasonable request.

3.5. EMERGENCIES In any emergency affecting the safety of persons or property, the Design-Builder shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, on account of emergency work shall be determined as a Change Order.

3.6. HAZARDOUS MATERIAL

3.6.1. A Hazardous Material is any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or clean-up. The Design-Builder shall not be obligated to commence or continue Work until all Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

3.6.2. If after commencing the Work, Hazardous Material is discovered at the Project, the Design-Builder shall be entitled to immediately stop Work in the affected area. The Design-Builder shall report the condition to the Owner and, if required, the government agency with jurisdiction.

3.6.3. The Design-Builder shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.6.4. The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effect upon the Work of the Design-Builder. The Design-Builder shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

3.6.5. If the Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the date of Substantial Completion.



3.6.6. To the extent not caused by the negligent acts or omissions of the Design-Builder, its Subcontractors, and the agents, officers, directors, and employees of each of them, the Owner shall indemnify and hold harmless the Design-Builder, its Subcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution process, to the extent permitted pursuant to Article 12, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.6.7. Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Design-Builder, Subcontractors, the Owner or Others, shall be maintained at the Project by the Design-Builder and made available to the Owner and Subcontractors.

3.6.8. During the Design-Builder's performance of the Work, the Design-Builder shall be responsible for the proper handling of all materials brought to the Worksite by the Design-Builder. Upon the issuance of the Certificate of Substantial Completion, the Owner shall be responsible under this section for materials and substances brought to the site by the Design-Builder if such materials or substances are required by the Contract Documents.

3.6.9. Section 3.6 shall survive the completion of the Work under this Agreement or any termination of this Agreement.

3.7. WARRANTY

3.7.1. The Design-Builder warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion. Extended warranties required by specification or offered by manufacturers (such as 20 year root warranty) are to be passed through to the Owner and submitted in accordance with the Supplemental Conditions.

3.7.2. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. To the extent products, equipment, systems, or materials incorporated in the Work are specified by the Owner but purchased by the Design-Builder and are inconsistent with selection criteria that otherwise would have been followed by the Design-Builder, the Design-Builder shall assist the Owner in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.7.3. The Design-Builder shall secure required certificates of inspection, testing, or approval and deliver them to the Owner.

3.7.4. The Design-Builder shall collect all written warranties and equipment manuals and deliver them to the Owner in a format directed by the Owner.

3.7.5. With the assistance of the Owner's maintenance personnel, the Design-Builder shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.



3.8. CORRECTION OF WORK WITHIN TWO YEARS

3.8.1. If, prior to Substantial Completion and within two years after the date of Substantial Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, any Defective Work is found, the Owner shall promptly notify the Design-Builder in writing. Unless the Owner provides written acceptance of the condition, the Design-Builder shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period the Owner discovers and does not promptly notify the Design-Builder or give the Design-Builder an opportunity to test or correct Defective Work as reasonably requested by the Design-Builder, the Owner waives the Design-Builder's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.8.2. With respect to any portion of Work first performed after Substantial Completion, the two-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Design-Builder.

3.8.3. If the Design-Builder fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due the Design-Builder. If payments then or thereafter due Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

3.8.4. The Design-Builder's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, the Owner discovers any Work which the Owner considers Defective Work, the Owner shall seek recovery. If the Design-Builder elects to correct the Work, it shall provide written notice of such intent within fourteen (14) days of its receipt of notice from the Owner and shall complete the correction of Work within a mutually agreed timeframe. If the Design-Builder does not elect to correct the Work, the Owner may have the Work corrected by itself or others, and, if the Owner intends to seek recover of those costs from the Design-Builder, the Owner shall promptly provide the Design-Builder with an accounting of the correction costs it incurs.

3.8.5. If the Design-Builder's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work on existing buildings, the Design-Builder shall be responsible for the cost of correcting the destroyed or damaged property.

3.8.6. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Design-Builder's other obligations under the Contract Documents.

3.8.7. Prior to final payment, at the Owner's option and with the Design-Builder's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.9. CONFIDENTIALITY The Design-Builder shall treat as confidential and not disclose to third persons, except Subcontractors, and the Design Professional as is necessary for the performance of the Work, or use for its own benefit any of the Owner's developments, confidential information, know-how, discoveries,



production methods, and the like that may be disclosed to the Design-Builder or which the Design-Builder may acquire in connection with the Work. The Owner shall treat as confidential information all of the Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement. The Owner and the Design-Builder shall each specify those items to be treated as confidential and shall mark them as "Confidential."

3.10. ADDITIONAL SERVICES The Design-Builder shall provide or procure the following Additional services upon the request of the Owner. A written agreement between the Owner and Design-Builder shall define the extent of such Additional services. Such Additional services shall be considered a Change in the Work, unless they are specifically included in sections 3.1 or 3.2.

- 3.10.1. consultations, negotiations, and documentation supporting the procurement of Project financing;
- 3.10.2. surveys, site evaluations, legal descriptions, and aerial photographs;
- 3.10.3. appraisals of existing equipment, existing properties, new equipment, and developed properties;
- 3.10.4. investigation or making measured drawings of existing conditions or the verification of Owner-provided drawings and information;
- 3.10.5. artistic renderings, models, and mockups of the Project or any part of the Project or the Work;
- 3.10.6. inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the Work;
- 3.10.7. interior design and related services including procurement and placement of furniture, furnishings, artwork, and decorations;
- 3.10.8. making revisions to design documents after they have been approved by the Owner when revisions are due to causes beyond the control of the Design-Builder. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of Subcontractors or the Design Professional;
- 3.10.9. estimates, proposals, appraisals, consultations, negotiations, and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of the Design-Builder;
- 3.10.10. the premium portion of overtime work ordered by the Owner including productivity impact costs, other than that required by the Design-Builder to maintain the Schedule of Work;
- 3.10.11. obtaining service contractors and training maintenance personnel; assisting and consulting in the use of systems and equipment after the initial start up;
- 3.10.12. services for tenant or rental spaces not a part of this Agreement;
- 3.10.13. services requested by the Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice;
- 3.10.14. serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project;



- 3.10.15. document reproduction exceeding the limits provided for in this Agreement;
- 3.10.16. providing services relating to Hazardous Material discovered at the Worksite; and
- 3.10.17. other services as agreed to by the Parties and identified in an attached exhibit.

3.11. DESIGN-BUILDER'S REPRESENTATIVE The Design-Builder shall designate a person who shall be the Design-Builder's authorized representative. The Design-Builder's Representative is Thomas Kennedy, Project Executive.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1. INFORMATION AND SERVICES PROVIDED BY OWNER

The Owner's responsibilities under this article shall be provided with reasonable detail and in a timely manner.

4.2. FINANCIAL INFORMATION Before commencing the Work and thereafter at the written request of the Design-Builder, the Owner shall provide the Design-Builder evidence of Project financing. Evidence of such financing shall be a condition precedent to the Design-Builder's commencing or continuing the Work. The Design-Builder shall be notified prior to any material change in Project financing.

4.3. WORKSITE INFORMATION To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:

4.3.1. information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Design-Builder in laying out the Work;

4.3.2. tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law; and

4.3.3. any other information or services requested in writing by the Design-Builder which are required for Design-Builder's performance of the Work and under the Owner's control.

4.4. MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving the Design-Builder's written request, the Owner shall provide the Design-Builder with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's interest in the real property on which the Project is located and the record legal title.

4.5. RESPONSIBILITIES DURING DESIGN



4.5.1. The Owner shall review and approve further development of the drawings and specifications as set forth in ARTICLE 3.

4.6. RESPONSIBILITIES DURING CONSTRUCTION

4.6.1. The Owner shall review the Schedule of Work, timely approve milestone dates set forth, and timely respond to its obligations.

4.6.2. If the Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Owner shall give prompt written notice to the Design-Builder. The failure of the Owner to give such notice shall not relieve the Design-Builder of its obligations to fulfill the requirements of the Contract Documents.

4.6.3. The Owner shall have no contractual obligations to Subcontractors, suppliers, or the Design Professional.

4.6.4. The Owner shall provide insurance for the Project as provided in ARTICLE 10.

4.7. OWNER'S REPRESENTATIVE The Owner's representative is Project Development Associates, LLC. The representative:

4.7.1. shall be fully acquainted with the Project;

4.7.2. agrees to furnish the information and services required of the Owner pursuant to section 4.3 so as not to delay the Design-Builder's Work; and

4.7.3. shall not have authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall notify the Design-Builder in writing in advance.

4.8. TAX EXEMPTION If in accordance with the Owner's direction the Design-Builder claims an exemption for taxes, the Owner shall indemnify and hold the Design-Builder harmless from all liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Owner's direction.

4.9. ELECTRONIC DOCUMENTS If the Owner requires that the Owner and Design-Builder exchange documents and data in electronic or digital form, prior to any such exchange, the Owner and Design-Builder shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate agreement, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

ARTICLE 5 SUBCONTRACTS

Work not performed by the Design-Builder with its own forces shall be performed by Subcontractors or the Design Professional.



5.1. RETAINING SUBCONTRACTORS The Design-Builder shall not retain any Subcontractor to whom the Owner has a reasonable and timely objection, provided that the Owner agrees to increase the Contract Price for any additional costs incurred by the Design-Builder as a result of such objection. The Owner may propose subcontractors to be considered by the Design-Builder. The Design-Builder shall not be required to retain any subcontractor to whom the Design-Builder has a reasonable objection.

5.2. MANAGEMENT OF SUBCONTRACTORS The Design-Builder shall be responsible for the management of the Subcontractors in the performance of their work.

5.3. CONTINGENT ASSIGNMENT OF SUBCONTRACT AGREEMENTS

5.3.1. If this Agreement is terminated, each subcontract agreement shall be assigned by the Design-Builder to the Owner, subject to the prior rights of any surety, provided that:

5.3.1.1. this Agreement is terminated by the Owner pursuant to section 11.2; and

5.3.1.2. the Owner accepts such assignment, after termination by notifying the Subcontractor and Design-Builder in writing, and assumes all rights and obligations of the Design-Builder pursuant to each subcontract agreement.

5.3.2. If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

5.4. BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS The Design-Builder agrees to bind every Subcontractor and Material Supplier to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractors and Material Suppliers portions of the Work.

ARTICLE 6 CONTRACT TIME

6.1. DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below. The Work shall proceed in general accordance with the Schedule of Work as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

6.2. SUBSTANTIAL COMPLETION/FINAL COMPLETION

6.2.1. Substantial Completion of the Work shall be achieved on or before September 30, 2014 from the Date of Commencement. Unless otherwise specified, the Work shall be finally complete on or before October 31, 2014, subject to adjustments as provided for in the Contract Documents.

6.2.2. Time is of the essence for this Agreement and Contract Documents.

6.2.3. The Date of Final Completion of the Work is October 31, 2014, subject to adjustments as provided for in the Contract Documents.

6.2.4. Unless instructed by the Owner in writing, the Design-Builder shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the Design-Builder and the Owner.

6.3. DELAYS AND EXTENSIONS OF TIME



6.3.1. If the Design-Builder is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Design-Builder, the Design-Builder shall be entitled to an equitable extension of the Date of Substantial Completion or the Date of Final Completion. Examples of causes beyond the control of the Design-Builder include, but are not limited to, the following: (a) acts or omissions of the Owner and or Others; (b) changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by the Owner pending dispute resolution or suspension by the Owner under Section 12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving the Design Builder; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. The Design-Builder shall process any requests for equitable extensions of the Date of Substantial Completion or the Date of Final Completion in accordance with the provisions of ARTICLE 8.

6.3.2. In addition, if the Design-Builder incurs additional costs as a result of a delay that is caused by acts or omissions of the Owner or Others, changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work, encountering Hazardous Materials unanticipated by the Design-Builder or concealed or unknown conditions, delay authorized by the Owner pending dispute resolution, or suspension by the Owner under section 11.1, the Design-Builder shall be entitled to an equitable adjustment in the Contract Price subject to Article 8.

6.3.3. In the event delays to the project are encountered for any reason, the Parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.4. LIQUIDATED DAMAGES

6.4.1. **SUBSTANTIAL COMPLETION** The Owner and the Design-Builder agree that this Agreement x shall provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.4.1.1. The Design-Builder understands that if the Date of Substantial Completion established by Amendment No. 1, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Substantial Completion is not attained, the Design-Builder shall pay the Owner Two Thousand Two Hundred Fifty Dollars (\$2,250.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall not preclude Design Builder's liability to Owner for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.4.2. **FINAL COMPLETION** The Owner and the Design-Builder agree that this Agreement x shall provide for the imposition of liquidated damages based on the Date of Final Completion.

6.4.2.1. The Design-Builder understands that if the Date of Final Completion established by Amendment No. 1 is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Final



Completion is not attained, the Design-Builder shall pay the Owner Two thousand two hundred fifty dollars (\$2,250.00) as liquidated damages for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall not preclude Design Builder's liability to Owner for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.4.3. **OTHER LIQUIDATED DAMAGES** The Owner and the Design-Builder may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

ARTICLE 7 CONTRACT PRICE

The Contract Price is detailed below:

1. Design \$1,235,000.00
2. Construction Services \$17,533,500.00
3. Builders Risk Insurance \$95,000.00
4. Additive Alternate No. 1, One Wind Turbine \$1,181,250.00

Total Contract Price is Twenty million forty four thousand seven hundred fifty dollars (\$20,044,750.00) subject to adjustment in accordance with the provisions of ARTICLE 8.

ARTICLE 8 CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished without invalidating this Agreement by Change Order, Interim Directed Change, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

8.1. CHANGE ORDERS

8.1.1. The Design-Builder may request or the Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of adjustment to the Contract Price or the Date of Substantial Completion or the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this article. Each adjustment in the Contract Price resulting from a Change Order shall clearly separate the amount attributable to Design services.

8.1.2. The Owner and the Design-Builder shall negotiate an appropriate adjustment to Contract Price or the Date of Substantial Completion or the Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion shall not be unreasonably withheld.

8.1.3. **NO OBLIGATION TO PERFORM** The Design-Builder shall not be obligated to perform changes in the Work until a Change Order has been executed or a written Interim Directed Change has been issued.

8.2. INTERIM DIRECTED CHANGE



8.2.1. The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Design-Builder on the adjustment, if any, in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services.

8.2.2. The Owner and the Design-Builder shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design services, arising out of Interim Directed Changes. As the changed work is completed, the Design Builder shall submit its costs for such work with its Application for Payment beginning with the next Application for Payment within thirty (30) Days of the issuance of the Interim Directed Change. Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment and shall be paid by Owner.

8.2.3. If the Owner and the Design-Builder agree upon the adjustments in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Change Directives issued since the last Change Order.

8.3. MINOR CHANGES IN THE WORK

8.3.1. The Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion; and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment, or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

8.3.2. The Design-Builder shall promptly inform the Owner in writing of any such changes and shall record such changes on the Design-Build Documents maintained by the Design-Builder.

8.4. DETERMINATION OF COST

8.4.1. An increase or decrease in the Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

8.4.1.1. unit prices set forth in this Agreement or as subsequently agreed;

8.4.1.2. a mutually accepted, itemized lump sum; or

8.4.1.3. if an increase or decrease cannot be agreed to as set forth in subsection 8.4.1.1 or 8.4.1.2 and the Owner issues a written order for the Design-Builder to proceed with the change, the adjustment in the Contract Price shall be determined by the reasonable expense incurred and savings realized in the performance of the Work resulting from the change. If there is a net increase in the Contract Price, a reasonable adjustment shall be made in the Design-Builder's overhead and profit. In the case of a net decrease in cost, the amount of decrease in the Contract Price will not include a reduction in overhead and profit. The Design-Builder shall maintain a documented, itemized accounting evidencing the expenses and savings.



8.4.2. If unit prices are indicated in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the Design-Builder, such unit prices shall be equitably adjusted.

8.4.3. If the Owner and the Design-Builder disagree as to whether work required by the Owner is within the scope of the Work, the Design-Builder shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's interpretations. The Design-Builder shall proceed with the work. The Design-Builder may request payment for Work completed under such a directive in Article 9 Payment. The Owners Representative will assist the Owner in making an interim determination of the costs reasonably justified. The interim determination of cost shall adjust the Contract Price on the same basis as a Change Order. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. The Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. The Design-Builder's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

8.5. CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Constructor shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Owner and the Design Professional. The Constructor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in this article.

8.6. CLAIMS FOR ADDITIONAL COST OR TIME For any claim for an increase in the Contract Price or an extension in the Date of Substantial Completion or the Date of Final Completion, the Design-Builder shall give the Owner written notice of the claim within twenty-one (21) days after the occurrence giving rise to the claim or within twenty-one (21) days after the Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by the Owner, but which do not proceed, shall be made within twenty-one (21) days after the decision is made not to proceed. Thereafter, the Design-Builder shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) days after giving notice, unless the Parties mutually agree upon a longer period of time. The Owner shall respond in writing denying or approving the Design-Builder's claim no later than fourteen (14) days after receipt of the Design-Builder's documentation of claim. Owner's failure to so respond shall be deemed a denial of the Design-Builder's claim. Any change in Contract Price or the Date of Substantial Completion or the Date of Final Completion resulting from such claim shall be authorized by Change Order.

8.7. CHANGES IN LAW In the event any changes in laws or regulations affecting the performance of the Work, including taxes, were not reasonably anticipated and then enacted after the date of this Agreement, the Contract Price and the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design services, shall be equitably adjusted by Change Order.

8.8. INCIDENTAL CHANGES The Owner may direct the Design-Builder to perform incidental changes in the Work upon concurrence with the Design-Builder that such changes do not involve adjustments in the Cost of the Work or Contract Time. Incidental changes shall be consistent with the scope and intent of the



Contract Documents. The Owner shall initiate an incidental change in the Work by issuing a written order to the Design-Builder. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 9 PAYMENT

9.1. PROGRESS PAYMENT

9.1.1. Prior to submitting the first application for payment, the Design-Builder shall provide a Schedule of Values satisfactory to the Owner, consisting of a breakdown of the Contract Price, with a separate line item for Design services.

9.1.2. On or before the twenty-fifth Day of each month after the Work has commenced, the Design-Builder shall submit to the Owner an application for payment in accordance with the Schedule of Values based upon the Work completed and materials suitably stored on the Worksite or at other locations approved by the Owner. Approval of payment applications for such stored materials shall be conditioned upon submission by the Design-Builder of bills of sale and applicable insurance or such other procedures satisfactory to the Owner to establish the Owner's title to such materials, or otherwise to protect the Owner's interest including transportation to the site.

9.1.3. Within seven (7) Days after receipt of each monthly application for payment, the Owner shall give written notice to the Design-Builder of the Owner's acceptance or rejection, in whole or in part, of such application for payment. Within thirty (30) Days after accepting such Application, the Owner shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Owner. If such application is rejected in whole or in part, the Owner shall indicate the reasons for its rejection. If the Owner and the Design-Builder cannot agree on a revised amount, then, within thirty (30) Days after its initial rejection in part of such application, the Owner shall pay directly to the Design-Builder the appropriate amount for those items not rejected by the Owner for which application for payment is made, less amounts previously paid by the Owner. Those items rejected by the Owner shall be due and payable when the reasons for the rejection have been removed or resolved.

9.1.4. If the Owner fails to pay the Design-Builder at the time payment of any amount becomes due, then the Design-Builder may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) Days after receipt of the notice by the Owner, and after such seven (7) Day period, stop the Work until payment of the amount owing has been received.

9.1.5. Payments due but unpaid pursuant to subsection 9.1.3, less any amount retained pursuant to section 9.2 or 9.3, may bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

9.1.6. The Design-Builder warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Design-Builder free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to as "liens."

9.1.7. The Owner's progress payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

9.1.8. Upon Substantial Completion of the Work, the Owner shall pay the Design-Builder the unpaid balance of the Contract Price, less a sum equal to one hundred fifty percent (150%) of the



Design-Builder's estimated cost of completing any unfinished items as agreed to between the Owner and Design-Builder as to extent and time for completion. The Owner thereafter shall pay the Design-Builder monthly the amount retained for unfinished items as each item is completed.

9.1.9. **STORED MATERIALS AND EQUIPMENT** Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite, including applicable insurance, storage and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment shall be conditioned on submission by the Design-Builder of bills of sale and proof of required insurance, or such other procedures satisfactory to the Owner to establish the proper valuation of the stored materials and equipment.

9.2. **RETAINAGE** From each progress payment made prior to the time of Substantial Completion, the Owner may retain ten percent (10%) of the amount otherwise due after deduction of any amounts as provided in section 9.3, and in no event shall such percentage exceed any applicable statutory requirements. If the Owner chooses to use this retainage provision:

9.2.1. after the Work is fifty percent (50%) complete, the Owner shall withhold no additional retainage and pay the Design-Builder the full amount due on account of subsequent progress payments;

9.2.2. the Owner may, in its sole discretion, reduce the amount to be retained at any time;

9.2.3. the Owner may release retainage on that portion of the Work a Subcontractor has completed, in whole or in part, and which work the Owner has accepted;

9.2.4. in lieu of retainage, the Design-Builder may furnish a retention bond or other security interest acceptable to the Owner, to be held by the Owner.

9.3. **ADJUSTMENT OF DESIGN-BUILDER'S APPLICATION FOR PAYMENT** The Owner may adjust or reject an application for payment or nullify a previously approved application for payment, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Design-Builder is responsible under this Agreement:

9.3.1. the Design-Builder's repeated failure to perform the Work as required by the Contract Documents;

9.3.2. except as accepted by the insurer providing Builders Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by the Design-Builder to the Owner, or Others to whom the Owner may be liable;

9.3.3. the Design-Builder's failure to pay the Design Professional or Subcontractors for labor, materials, equipment, or supplies properly furnished in connection with the Work, provided that the Owner is making payments to the Design-Builder in accordance with the terms of this Agreement;

9.3.4. Defective Work not corrected in a timely fashion;

9.3.5. reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion or the Date of Final Completion, and that the unpaid balance of the Contract Price is not sufficient to offset any direct damages that may be sustained by the Owner as a result of the anticipated delay caused by the Design-Builder;



9.3.6. reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work;

9.3.7. uninsured third-party claims involving the Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Contractor furnishes the Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established; and

9.3.8. uninsured third-party claims involving the Design-Builder or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Design-Builder furnishes the Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established. No later than seven (7) Days after receipt of an application for payment, the Owner shall give written notice to the Design-Builder, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Design-Builder in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.4. OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK

9.4.1. Portions of the Work that are completed or partially completed may be used or occupied by the Owner when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) or sureties consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. The Design-Builder shall not unreasonably withhold consent to partial occupancy or use. The Owner shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to the Owner.

9.5. FINAL PAYMENT

9.5.1. Final payment, consisting of the unpaid balance of the Contract Price, shall be due and payable when the Work is fully completed. Before issuance of final payment, the Owner may request satisfactory evidence that all payrolls, materials bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.

9.5.2. In making final payment the Owner waives all claims except for:

9.5.2.1. outstanding liens;

9.5.2.2. improper workmanship or defective materials appearing within one year after the date of Substantial Completion;

9.5.2.3. Work not in conformance with the Contract Documents; and

9.5.2.4. terms of any special warranties required by the Contract Documents.

9.5.3. In accepting final payment, the Design-Builder waives all claims except those previously made in writing and which remain unsettled.



ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS

10.1.INDEMNITY

To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnitees) and the Owner's Representative from all claims for bodily injury and property damage, other than to the Work itself and other property required to be insured under section 10.2, including reasonable attorneys' fees, costs, and expenses that may arise from the performance of the Work.

10.1.1.The Contractor shall indemnify, hold harmless, and defend the City of Bethel and its agents and employees from any and all claims or actions for injuries or damages whatsoever sustained by any person or property that arise from or relate to, directly or indirectly, the Contractor's performance of the Contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the City's negligence.

This Contract does not create a third party benefit to the public or any member of the public, nor does it authorize any person or entity not a party to this Contract to maintain a suit based on this Contract or any term or provision of the Contract, whether for personal injuries, property damage, or any other claim or cause of action.

10.1.2 Indemnity by Design Engineer: The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CONTRACTOR" and "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.

The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Dispute Resolution Board.

The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

10.2.DESIGN-BUILDER'S LIABILITY INSURANCE



10.2.1. **BUSINESS INCOME INSURANCE** The Owner may procure and maintain insurance against loss of use of the Owner's property caused by fire or other casualty loss.

INSURANCE REQUIREMENTS. The Contractor shall provide evidence of insurance with an insurance carrier or carriers satisfactory to the City covering injury to persons and property suffered by the City of Bethel or by a third party as a result of operations under this contract by the Contractor or by any subcontractor. The Contractor's insurance shall provide protection against injuries to all employees of the Contractor and the employees of any subcontractor engaged in work under this Contract. All insurance policies shall be issued by insurers that (i) are permitted to transact the business of insurance in the State of Alaska under AS 21 and (ii) have a financial rating acceptable to the City. The Contractor shall notify the Project Manager, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability.

Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this subsection shall not limit the Contractor's indemnity responsibility under Subsection 10.1. Additional insurance requirements specific to this contract are contained in the Special Provisions, when applicable.

Contractor shall maintain the following policies of insurance with the specified minimum coverages and limits in force at all times during the performance of the Contract:

a. Workers' Compensation: as required by AS 23.30.045, for all employees of the Contractor engaged in work under this Contract. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who performs work under this Contract. The contractor shall submit copies of all subcontractor's workmens' compensation insurance. The coverage shall include:

- (1) Waiver of subrogation against the City;
- (2) Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
- (3) "Other States" endorsement if the Contractor directly utilizes labor outside of the State of Alaska;
- (4) United States Longshore and Harbor Workers' Act Endorsement, whenever the work involves activity over or about navigable water; and
- (5) Maritime Employer's Liability (Jones Act) Endorsement with a minimum limit of \$1,000,000, whenever the work involves activity from or on a vessel on navigable water.

b. Commercial General Liability: on an occurrence policy form covering all operations with combined single limits not less than:

- (1) \$1,000,000 Each Occurrence;
- (2) \$1,000,000 Personal Injury;
- (3) \$2,000,000 General Aggregate; and
- (4) \$2,000,000 Products-Completed Operations Aggregate.



c. Automobile Liability: covering all vehicles used in Contract work, with combined single limits not less than \$1,000,000 each occurrence.

d. Umbrella Coverage: for Contract amounts over \$5,000,000 not less than \$5,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

The City shall be named as an additional insured on policies required by paragraphs **b** thru **d** above. All of the above insurance coverages shall be considered to be primary and non-contributory to any other insurance carried by the City of Bethel, whether through self-insurance or otherwise.

In any contract or agreement with subcontractors performing work, the Contractor shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be named as an additional insured it obtains, shall also be extended to waive rights of subrogation against the City of Bethel and to add the City of Bethel as an additional named indemnitee and as an additional insured.

The chosen bidder shall furnish evidence of insurance to the City before award of the Contract. The evidence shall be issued to the City and shall be either a certificate of insurance or the policy declaration page with all required endorsements attached and must:

- a.** Denote the type, amount, and class of operations covered;
- b.** Show the effective (and retroactive) dates of the policy;
- c.** Show the expiration date of the policy;
- d.** Include all required endorsements;
- e.** Be executed by the carrier's representative; and
- f.** If a certificate of insurance, include the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of Yukon Kuskokwim Regional Aquatic Health and Safety Center. The insurance carrier agrees that it shall notify the Engineer, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability."

The City's acceptance of deficient evidence of insurance does not constitute a waiver of Contract requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the Department's discretion, be sufficient grounds for declaring the Contractor in default.

10.3. ROYALTIES, PATENTS, AND COPYRIGHTS The Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by the Design-Builder and incorporated in the Work. The Design-Builder shall indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to indemnify and hold the Design-Builder harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by the Owner.



10.4. PROFESSIONAL LIABILITY INSURANCE The Design-Builder shall obtain, either itself or through the Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

x Practice Policy or ☐ Project Specific Coverage

written for not less than \$1,000,000 per claim and in the aggregate. The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by the Design Professional. This coverage shall be continued in effect for 5 year(s) after the Date of Substantial Completion.

10.5. BONDING

10.5.1. Performance and Payment Bonds x are required of the Design-Builder. Such bonds shall be issued by a surety licensed in the state in which the Project is located and must be acceptable to the Owner. The Owner's acceptance shall not be withheld without reasonable cause.

10.5.2. Such Performance Bond shall be issued in the penal sum equal to one hundred percent (100%) of the:

x Contract price, including design and construction.
☐ Agreed estimated construction cost of the Project as reflected in the Schedule of Values.

Such Performance Bond shall cover the cost to complete the Work, but shall not cover any damages of the type specified to be covered by the insurance pursuant to sections 10.2 and 10.4, whether or not such insurance is provided or in an amount sufficient to cover such damages.

10.5.3. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond. The Design-Builder's payment bond for the Project, if any, shall be made available by the Owner or the Design-Builder upon the Subcontractor's written request.

10.5.4. Any increase in the Contract Price that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the bond shall remain equal to one hundred percent (100%) of the Contract Price or as otherwise provided in subsection 10.5.2. The Design-Builder shall endeavor to keep its surety advised of changes within the scope of the initial Agreement potentially impacting the Contract Price or the Dates of Substantial Completion or Final Completion, though the Design-Builder shall require that its surety waives any requirement to be notified of any alteration or extension of time. A copy of the Design-Builder's Payment Bond for the Project, if any, shall be furnished by the Owner or Constructor upon the Subcontractor's written request.

10.6. Builder Risk Insurance – To be determined prior to execution of contract

10.6.1. Before commencing the Work, the Design-Builder shall obtain and maintain Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name the Owner, Owner's Representative, Professional Service Consultants hired by the Owner in connection with the Project (3rd Party Special Inspection firm) as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy, and shall insure at least against the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Design-Builder) and vehicles, riot and civil commotion,



theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused, and damage resulting from defective design, workmanship, or material, and material or equipment stored offsite, onsite, or in transit. The Owner shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of the Design-Builder, Subcontractors, Material Suppliers, and Design Professional. This insurance shall remain in effect until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, the Owner shall provide a copy of the property policy or policies obtained in compliance with this subsection.

ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

11.1. SUSPENSION BY THE OWNER FOR CONVENIENCE

11.1.1. The Owner may order the Design-Builder in writing to suspend, delay, or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate for its convenience.

11.1.2. Adjustments caused by suspension, delay, or interruption shall be made for increases in the Contract Price or the Date of Substantial Completion or the Date of Final Completion. No adjustment shall be made if the Design-Builder is or otherwise would have been responsible for the suspension, delay, or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

11.2. OWNER'S RIGHT TO PERFORM DESIGN-BUILDER'S OBLIGATIONS AND TERMINATION BY THE OWNER FOR CAUSE

11.2.1. If the Design-Builder persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Material Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Design-Builder may be deemed in default.

If the Design-Builder fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default, then the Owner shall give the Design-Builder a second notice to correct the default within a three (3) Day period.

11.2.2. If the Design-Builder fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to the Design-Builder; and (d) as the Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge the Design-Builder the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

11.2.3. In the event of an emergency affecting the safety of persons or property, the Owner may immediately commence and continue satisfactory correction of a default without first giving written notice to the Design-Builder, but shall give prompt written notice of such action to the Design-Builder following commencing the action.



11.2.4. If the Design-Builder files a petition under the bankruptcy code, this Agreement shall terminate if the Design-Builder or the Design-Builder's trustee rejects the Agreement or, if there has been a default, the Design-Builder is unable to give adequate assurance that the Design-Builder will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.2.5. In the event the Owner exercises its rights under subsections 11.2.1 or 11.2.2, upon the request of the Design-Builder the Owner shall provide a detailed accounting of the cost incurred by the Owner.

11.2.6. If the Owner terminates this Agreement for default, and it is later determined that the Design-Builder was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section 11.1.

TERMINATION BY OWNER FOR CONVENIENCE If the Owner terminates this Agreement other than as set forth in section 11.2, the Owner shall pay the Design-Builder for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs.

11.2.7. If the Owner terminates this Agreement before commencing construction, the Design-Builder shall be paid the unpaid balance of the Design-Builder's design costs as set forth in the Schedule of Values and for all proven loss, cost, or expense in connection with the Work.

11.2.8. If the Owner terminates this Agreement after commencing construction, the Design-Builder shall be paid the unpaid balance of the Design-Builder's design costs as set forth in the Schedule of Values, and for any Construction services provided to date

11.2.9. The Owner shall also pay to the Design-Builder fair compensation, either by purchase or rental at the election of the Owner, for all equipment retained. The Owner shall assume and become liable for obligations, commitments, and unsettled claims that the Design-Builder has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this article, the Design-Builder shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Design-Builder's rights and benefits to the Owner, including the execution and delivery of required papers.

11.3. TERMINATION BY THE DESIGN-BUILDER

11.3.1. Upon thirty (30) Days' written notice to the Owner, the Design-Builder may terminate this Agreement for any of the following reasons:

11.3.1.1. if the Work has been stopped for a thirty (30) Day period (a) under court order or order of other governmental authorities having jurisdiction, or (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of the Design-Builder, materials are not available;

11.3.1.2. if the Work is suspended by the Owner for thirty (30) Days; or

11.3.1.3. if the Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with section 4.2 of this Agreement.



11.3.2. If the Owner has for thirty (30) Days failed to pay the Design-Builder pursuant to subsection 9.1.3, the Design-Builder may give written notice of its intent to terminate this Agreement. If the Design-Builder does not receive payment within seven (7) Days of giving written notice to the Owner, then upon seven (7) Days' additional written notice to the Owner, the Design-Builder may terminate this Agreement.

11.3.3. Upon termination by the Design-Builder in accordance with subsection 11.3.1 the Design-Builder shall be entitled to recover from the Owner payment for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, the Design-Builder shall be paid an amount calculated as set forth either in subsection 11.2.7 or 11.2.8, depending on when the termination occurs, and subsection 11.2.9.

ARTICLE 12 DISPUTE MITIGATION OR RESOLUTION

12.1. WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Design-Builder shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If the Design-Builder continues to perform, the Owner shall continue to make payments in accordance with the Agreement.

12.2. DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein.

12.3. MITIGATION If the Parties select one of the dispute mitigation procedures provided below, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in section 12.5. The Parties agree that the dispute mitigation procedure shall be:

☐ Project Neutral or ☒ Dispute Review Board

12.3.1. MITIGATION PROCEDURES The Project Neutral/Dispute Review Board ("Neutral/Board") shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of the Neutral's/Board's responsibilities. The costs and expenses of the Neutral/Board shall be shared equally by the Parties. The Neutral/Board shall be available to either Party, upon request, throughout the course of the Project. The Neutral/Board is to issue nonbinding findings within five (5) Business Days of referral of the matter to the Neutral/Board, unless good cause is shown for more time.

12.3.2. If the matter remains unresolved following the issuance of the nonbinding finding by the mitigation procedure or if the Neutral/Board fails to issue nonbinding findings within five (5) Business Days of the referral (or longer if good cause shown), the Parties shall submit the matter to the binding dispute resolution procedure designated in section 12.5.



12.4. Not Used

12.5. **BINDING DISPUTE RESOLUTION** If the matter remains unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

Arbitration using the current Construction Industry Arbitration Rules of the AAA or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.

☒ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

12.5.1. The costs of any binding dispute resolution processes and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

12.5.2. **VENUE** The venue of any binding dispute resolution procedure shall be the location of the Project unless the Parties agree on a mutually convenient location.

12.6. **MULTIPARTY PROCEEDING** The Parties agree that all Parties necessary to resolve a matter shall be Parties to the same dispute resolution procedure. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.

12.7. **LIEN RIGHTS** Nothing in this article shall limit any rights or remedies not expressly waived by the Design-Builder that the Design-Builder may have under lien laws.

ARTICLE 13 MISCELLANEOUS

13.1. **EXTENT OF AGREEMENT** Except as expressly provided, this Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Owner and Design Builder and not for the benefit of any third party.

13.2. **ASSIGNMENT** Neither the Owner nor the Design-Builder shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of the Owner when the Owner has fully indemnified the Design-Builder or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Design-Builder than this Agreement. In the event of such assignment, the Design-Builder shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

13.3. **GOVERNING LAW** This Agreement shall be governed by the laws of the State of Alaska.



13.4. SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.5. NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

13.6. TITLES AND GROUPINGS The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.

13.7. JOINT DRAFTING The Parties expressly agree that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.8. RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

ARTICLE 14 CONTRACT DOCUMENTS

14.1. CONTRACT DOCUMENTS The Contract Documents are as follows:

- a) This Agreement
- b) City of Bethel Request for Proposal for the Yukon Kuskokwim Regional Aquatic Health and Safety Center, dated September 21, 2012, and any Addenda issued.
- c) Owner-provided information pursuant to subsection 3.6.4 and other Owner information identified as intended to be a contract document.
- d) ~~CONTRACT DOCUMENT~~ The 65 % Design Development Documents provided as a part of the Request for Proposal; 
- e) The Construction Documents upon Owner approval under section 3.1;
- f) Other: Yukon Kuskokwim Regional Health and Safety Center Special Conditions, attachment M of RFP.

14.2 PREVAILING WAGE This is a State-funded project. Current prevailing rate of wages apply to this project in accordance with AS Title 36 PUBLIC CONTRACTS. The Contractor shall pay labor the current prevailing rates as found in Pamphlet 600, issued by the State of Alaska, Department of Labor and Workforce Development. Prevailing rates of wages can be found at the following website: address: <http://labor.alaska.gov/lss/pamp600.htm>. Contractor to keep copies for certified payroll documents on site and available for review by the Owner.

14.3 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order:

- a. Change Orders and written amendments to this Agreement
- b. This Agreement
- c. Special Conditions, attachment M of RFP
- d. Request for Proposal attachments and addendums
- e. Contractor's design build proposal
- f. Design documents approved by the Owner pursuant to subsection 2.3.15 and section 3.1 in order of the most recently approved



- g. Information furnished by the Owner pursuant to section 4.1 or designated as a contract document in section 14.1
- h. other documents listed in this Agreement

OWNER: CITY OF BETHEL

BY: Lee M. Foley NAME: LEE FOLEY TITLE: City Manager

WITNESS: Carol A. Sutton NAME: Carol A. Sutton TITLE: Executive Assistant

DESIGN-BUILDER: Bethel Services, Inc.

BY: Anastasia Hoffman NAME: Anastasia Hoffman TITLE: President & CEO

WITNESS: John F. Conway NAME: JOHN F. CONWAY TITLE: PRINCIPAL

END OF DOCUMENT.



Pool Building Report

A culmination of issues produced the “perfect storm” scenario that could have easily brought the aquatic center to a white flag surrender condition. However, close attention to detail and swift response of tale tail signs prevented what could have been a MUCH, MUCH worse scenario for the building. I think everyone would be pleased to know, at NO time did our pool building come close to becoming an ice skating rink. Also, normally occupied spaces remained well above freezing temperatures with the exception of the North, North West corner of the building (conference room and arctic entry). I think it is also important to state, at all times throughout the building closure the primary heating systems have been operational.

All issues except one stem directly from the subzero temperatures and the extended length of time the building was exposed to them. In addition to the subzero temperatures, a multitude of building design, building construction and installation problems have directly impacted the buildings ability to function properly. This resulted in multiple compounding and separate issues. I will elaborate in greater detail on these issues later in this report.

Summary of events and findings:

Initially, pool staff reported standing, slow draining water in both locker rooms as the main concern. No other major issues were noted at the time. City of Bethel maintenance staff immediately responded by conducting a thorough inspection of the buildings accessible crawl spaces. A search for evidence of a slow/poor drainage source was the goal. ***Key Note: The majority of the facility’s domestic water and sewer lines are located below the sub floor in an accessible crawl space below the Natatorium side of the building. The accessible crawl space is adequately heated by 4 large unit heaters controlled by the BAS (Building Automation System). Typical temperatures in this crawl space have been 50 degrees or above but vary on sides from outside wind direction and temperatures.***

The inspection of the accessible crawl space found No breaks, no leaks, no standing water, nor signs of ice near or around ANY of the domestic water or sewer lines. The space did however, feel notably cooler than normal. Approximately 40F – 45F degrees on the windward (North). The south and South West side of the crawl space was above 70F degrees. The warm and cold side of the crawl space is heavily dependent on the wind conditions and temperature outside. Weather conditions during the time of the crawl inspection was -24F degrees with a very strong sustained North wind. It was reasonable to expect the northern portion of the crawl space would be colder due to this. We have seen this previously, but not to this extent.

Regardless of the prevailing colder temperatures outside, this led City Maintenance staff to check heating lines and unit heaters for appropriate supply temperatures. Heating lines were found hot to touch but not 180F – 200+F degrees hot (as normal). The cooler than normal heating lines, led maintenance to check for accurate commands of actuators and valves from the BAS system. A single actuator/valve combo associated with the Glycol heating system was discovered as “tripped”. Maintenance staff reset the tripped actuator and literally immediately, correct temperatures began flowing to all glycol heated systems throughout the facility. Significant warming changes were felt within 30 minutes.

The discovery of the tripped actuator initiated maintenance to check all other related glycol heated systems, which included a glycol heat loop (pex) that supplies warmth to the arctic pipe that protrudes from the facility, within the accessible crawl space to the lift station located on the Eastern side of the building. Both the supply and return pex lines were found cold to the touch but warming significantly on the supply side as glycol heating had been restored. The glycol to this heat loop is automatically controlled through the facility's BAS. Maintenance observed both supply and return pex lines return to adequate temperatures within several minutes as a result of resetting the tripped actuator.

This in turn led maintenance to check the status of water flow into the lift station from the arctic pipe exiting the building. The lift station was opened and found to be completely full and frozen. Maintenance immediately began trouble shooting the reason for the lift station freeze up. Utility maintenance was called to assist and responded quickly. Utility Maintenance found both pumps tripped at the control terminal and nonoperational regardless of selector position. Level sensors were frozen and not responsive also. Ice was also found in the sewer lines from the lift station to the city sewer system. It was suspected the heat trace was not working and troubleshooting of that system began immediately. The service switch for the sewer heat trace is located inside the pool facility electrical room. Sewer heat trace was found in the energized position however, the 60A circuit breaker associated on a panel was found tripped. Breaker was reset and power restored to the heat trace that runs from the lift station and along the city sewer pipes.

Within 2 days, the standing water in the facility floor drains began draining. On day 3 all standing water within the facility had drained. Lift station had also mostly thawed.

During the "thawing" days, very close attention was given to the building and its systems because temperatures still seemed to be lower than expected for many areas within the building. Cold external temperatures were initially thought to be the reason behind this but we wanted to be sure there wasn't a BAS problem. Maintenance staff stood watch rotations within the facility to monitor and ensure ALL heating system remained online and in operation. City maintenance staff and acting pool manager Shadi conducted a deep thorough look of the systems associated with the BAS. Many minor issues were observed. Several examples of findings are:

- BAS system incorrectly reporting Actuators/valves position as compared to actual position. (% closed or open on BAS system screen versus actual position on the actuator itself)
- Non-operating actuators/valves (non-responsive to BAS programmed commands)
- Non-operating actuators/valves (non-responsive to BAS override commands)
- Actuators wired or programmed backwards (actuators closed when commanded and reporting open or visa versa)
- 2 devices on BAS system were not locatable when cross referencing "As Built" drawings.
- Strange distribution and programmed commands of heat to cold spaces regardless of programmed temperature set points.
- Potentially failed temperature sensors
- Building exhaust commanded fully open blowing MASSIVE amounts of heat outside when suspected it should be in command closed.
- Slow or Intermittently operating actuators from BAS commands (override run and program run)
- Extremely poor slab temperatures in several zones regardless of actuator/valve position.

- Temperature readings within the BAS that did not concur with actual readings taken by maintenance staff. (ex: 115F BAS reported versus 50F actual temperature reading)

These strange findings resulted in the City of Bethel maintenance requesting immediate quotation for Long Building Technologies (BAS System providers and support) to provide a technician to the facility AS SOON AS POSSIBLE, to assist in troubleshooting, servicing and replacing any failed components to the BAS programming and physical components. *(Quotation was received and awaiting City Managers approval. Also note: Regardless whether quotation had been approved sooner, Long Building Technologies has stated they cannot provide a technician immediately because they do not have one available to send, but would send parts ahead of time for City of Bethel maintenance to replace if capable.)*

During the several days wait for the sewer line and lift station to thaw, additional problems arose further delaying progress to open the facility back to the public and increasing the demand for staff presence within the building.

- Domestic water line located in an inaccessible interstitial crawl space in the North West portion of the building froze and burst flowing water into the interstitial space until filling the space and then leaking outside.
 - o City maintenance staff once again immediately jumped in with ALL hands. Water was shut off to the building and troubleshooting the causes became priority. Water leak was located in the North, portion of the building, in the North West corner below the concession and reception area. Access to the North side interstitial crawl space was gained by cut out opening (2Ft x2Ft approximate) in the lower soffit MIP (Metal Insulated Paneling) from underneath, and exterior of the building. The space is inaccessible from within the building and must be entered from outside, below the building. The space is divided by a large structural I beam running East to West. 2 separate openings were required to access the each crawl space. A domestic waterline was found burst from exposure to extremely cold temperatures. Repairs were made to the broken water line and water left OFF within the facility to prevent reoccurrence. Examination of the entire North side crawl space was conducted by maintenance staff. Crawl space was cold, as in just as cold as outside of the building. Maintenance found absolutely NO heating system (Unit Heaters, Radiant Fin, Radiant floor etc) anywhere within the entire space. In addition, significant amount of air penetrations were discovered at the piling to structural beam penetrations, MIP panel joining locations, as well as wall to soffit joining locations. Several penetrations are large enough to pass your entire hand through (3+inches wide). Cold air can be felt BLASTING through almost each and every penetration location with varying degree. City Maintenance foreman reached out to the original architects for assistance in what would be the best temporary solution until a more thorough evaluation could be conducted and proper repairs made. Architects suggestion was to fill the air voids and penetrations with an insulating batting material. City of Bethel purchased materials and began filling are voids and penetrations to limit cold air penetration within the entire interstitial crawl space. This remedy showed significant changes to the space temperature when aided by a Frost fighter affixed in the 2ft x 2ft access opening to blow hot air into the space. Space is able to maintain an above freezing temperature $\frac{3}{4}$ of the way across (West to East) so

long as the frost fighter is operational. Maintenance staff are manning a rotational shift outside of normal working hours to keep the frost fighter fueled and providing heat to the space. Please note: the Far East side of the crawl space is not able to keep an above freezing temperature. There is both domestic water and sewer drains on the East side of the building that remain frozen at this time.

- Sewer lines located in the same inaccessible interstitial crawl space in the North West and North East portion of the building froze solid.
 - o Same countermeasure essentially as the broken waterline in the same space.
- Fire Suppression Sprinkler lines above the drop ceiling in North West portion of building froze and were discovered slowly leaking into the interior spaces.
 - o City Maintenance removed several of the drop ceiling tiles in both the arctic entry area as well as the conference room. Temperatures above the drop ceiling tiles was FRIGID. Large amounts of cold air could be felt falling from the space above the ceiling tiles. Large air penetrations were discovered at the joint where the top wall and roof structure joined. Essential outside air was blasting through this penetration into the space above the ceiling tiles. This cold air resulted in a freeze up of the fire suppression system in these two locations. Bursting two Victaulic fittings within the ceiling of the conference room. Similar to the crawl space below NO heating system was found and the space was as cold as outside. Fire alarm system was placed in troubleshoot test mode, fire suppression lines were drained and system placed OFFLINE. City maintenance conducted repairs on the Victaulic fittings. System was recharged with water after repairs. City Maintenance staff began insulating the air penetrations in both the conference room and arctic entry with R38 unfaced batting and 1.5 inch foam board. During the insulation install one of the city maintenance employees discovered additional water spraying from a 3 way connection on the fire suppression system. The system was once again drained down and further inspections for fail points were discovered. Accel Fire in Anchorage was contacted to order parts and technician arranged for travel to arrive in Bethel the follow Monday (Jan 6th). System remained off and drained until Fire Suppression technician could arrive and further inspect and replace. City maintenance staff continued with insulating the arctic entry space, but quickly realized further insulating could not continue as it would prevent the fire technician from reaching the fail points. Technician arrived Monday as planned and conducted inspection of the suppression system. During his inspection he found 2 additional fail points. He attempted to order the parts from Anchorage but none of the suppliers had inventory on hand. Parts were located in the lower 48 and GOLDSTREAK order was placed. Parts are expected to arrive end of week (Jan 10th) Technician remaining into town until parts arrive to then install and bring system back online.

City of Maintenance staff make several deep walkthroughs of the pool building each and every day to ensure building is remaining warm and search for any new or potentially new problems. City of Bethel maintenance staff are continuously fueling the Frost Fighter providing heat to the unheated crawl space on the north side of the building. On Jan 7th, Building maintenance found the boiler system to have lost a significant amount of boiler pressure and began troubleshooting. A full search of the building was conducted to find a heating system failure. No fail points found and troubleshooting is continuing. Boiler system was recharge to normal operating pressures. Within 1 hour the system once again indicated low

boiler pressures. A thorough search began again, to include isolating each boiler from the system to determine if there may be a leak within the boiler itself. As of the time I am writing this, problem is still undetermined but poses a serious risk to keeping the pool building heated adequately. City of Bethel staff is continuously monitoring the building, the heating systems



March 20, 2020

Mr. Marcus Kuhns
Bethel Services Inc.
2605 Denali Street, Suite 100
Anchorage, AK 99503

**Subject: Yukon Kuskokwim Health and Fitness Center
Notice of Deficiencies**

Dear Mr. Kuhns,

On behalf of the City of Bethel (City) we are reaching out to inform you of a situation.

In January 2020, the Yukon Kuskokwim Health and Fitness Center (YKHFC) had to close for approximately 10 days due to issues related to the cold weather. The City requested the Architect of Record visit YKHFC to identify deficiencies.

Architects Alaska visited the YKHFC on January 13 and 14, 2020 and identified several issues, some of which were related to defective construction. A draft of their investigation and mitigation report is appended.

The City is exploring construction and product warranties, legal options, and assessing cost of repairs, and will keep you informed of our corrective action plan.

Sincerely,
DOWL

A blue ink signature of Chase A. Nelson, consisting of a stylized 'C' and 'N' followed by a horizontal line.

Chase A. Nelson, P.E.
City of Bethel Contracted Municipal Engineer

Cc: Michael Gatti, JDO Law Office, Bill Howell, City Manager, Bill Arnold, City Public Works Director

Encl: Architects Alaska draft investigation and mitigation report



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

Date: 23 January 2020

SERVICE
TEAMWORK
RESPECT
INTEGRITY
DEVOTION
EXCELLENCE

Chase Nelson, DOWL Engineers

Subject: Yukon Kuskokwim Fitness Center, Leak Investigation and Mitigation Report

Project Number: 12044.01

Dear Mr. Nelson,

On January 2nd, 2020, Architects Alaska was informed of various concerns threatening the structure and operation of the Yukon-Kuskokwim Fitness Center (YKFC). I was requested to visit the building to make recommendations for mitigation and repair. These are addressed in detail below. Please note that, for the purpose of clarity and consistency, room names and numbers, referenced locations, cardinal directions, and drawings all refer to those used in the Construction Drawings titled, *Yukon Kuskokwim Regional Aquatic Health and Safety Center Construction Documents*, dated April 15th, 2013.

On January 13th and 14th, I toured the YKHC with various City of Bethel personnel to observe, discuss, and document the issues that affect the building's performance. To aid in the observations, I used an Extech I5 FLIR thermal imaging camera. Personal history of the facility, design considerations, and several construction observation visits were also valuable assets in the site visit.

PROJECT BACKGROUND

Architects Alaska designed the facility along with PDC Inc. Engineers, BBFM Engineers Inc., AMC Engineers, and Counsilman Hunsaker. The building was constructed by Bethel Service Incorporated and UNIT Company. AAI made several site visits throughout its construction. The facility was opened in November 2014.

PROBLEMS REPORTED

The Yukon Kuskokwim Regional Fitness Center experienced frozen water, sewer, and sprinkler piping, and resulted in burst water piping and cracked sprinkler piping fittings starting December 25th, 2019 and continuing for several days after. These issues were brought to the attention of Architects Alaska on January 2, 2020 by Mr. Corbin Ford, Foreman of the City of Bethel Facilities and Property.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

Mr. Ford indicated the problems and associated locations that were currently affecting the use of the YKFC facility. These include:

- Burst domestic water line in the concealed soffit space below Reception/Concessions Room 104
- Multiple frozen waste pipes running east/west north of Grid 8
- Frozen sprinkler piping above the ceiling of Conference Room 102, resulting in cracked fittings discovered before piping thawed.

A detailed description of the problems, including sequence of events and activities taken by Facilities and Property personnel, can be found in Mr. Ford's "Pool Building Report" attached to this report.

The likely cause of these issues is an unfortunate combination of extreme weather (within the anticipated design range), one of two boilers being inoperable and inability to reach the set temperature of the radiant floor, inoperable heating controls, and significant gaps in the insulation of the building envelope.

The facility has been in operation since November 2014 and has not experienced any of these issues before this winter season. The combination of sustained cold weather and the boiler being down showed the previously unknown flaws of missing insulation and failed mechanical actuators.

GENERAL OBSERVATIONS

On January 13th, I visited the pool facility with City of Bethel Facilities and Property employees Corbin Ford (foreman) and Gary Poe, and DOWL Engineers PM Chase Nelson. Mr. Ford pointed out the areas that had been damaged and work that his crew had done to prevent further damage. In general, the conditions I observed were as reported by Mr. Ford prior to my visit. Several icicles were hanging from soffit construction, and a significant amount of ice coated the ground that had poured out of the soffit space. Two access holes were cut into the concealed soffit space from below, a portable Frost Fighter indirect fired heater was pumping warm air into the soffit, temporary measures to limit cold air intrusion were in place, and the sprinkler system had been drained with a manual "fire watch" in action per the requirements of the Bethel Fire Department. These measures had allowed the facility to reopen that morning.

The following day, I was informed of roof leaks that had previously been reported at the facility, but not made known to the design team. I returned with Public Works Director Bill Arnold and Yukon-Kuskokwim Fitness Center Facility Director, Stacey Reardon. The locations of leaks were pointed out, as well as the conditions in which they occur. These leaks are not active, but should be expected to reoccur if not addressed.

The weather on both days of my visit was approximately 20 degrees, calm winds, and cloudy skies with occasional flurries. This weather was significantly warmer and calmer than the previous weeks when the problems occurred.

CORRECTIVE ACTIONS

This report addresses the various building concerns and proposes corrective actions to be taken to prevent further damage. Each reported and observed problem is addressed in isolation. The proposed solutions, if accepted by the City of Bethel, should be designed and constructed by qualified persons.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

ISSUE 1, Cold concealed soffit space and associated frozen and burst piping.

This is perhaps the most immediate concern for the YKFC facility and the original reason that Architects Alaska was asked to visit the facility. As addressed above, a combination of factors, including construction, climatic conditions, and maintenance problems contributed to the burst pipes. These factors are addressed in individually.

ISSUE 1.1, No insulation at several pile caps in the concealed soffit space. (Note: The same conditions were noted at several pile caps in the accessible soffit space as well. This section applies to all similar conditions.)

Reported Problem: No insulation is present between wood pile caps and insulated metal panels at several locations, resulting in significant cold air intrusion into the unheated concealed soffit.

Emergency Repairs: At my suggestion on January 2nd, the City of Bethel Facilities and Property Crew stuffed all observed gaps in the thermal envelope with unfaced batt insulation as a measure to slow air intrusion.

Observed conditions: During my site visit, I saw several such gaps between the insulated metal soffit panels and wood pile caps. These were filled with batt insulation as suggested. Mr. Ford removed some insulation in several locations, and daylight could be seen through large, previously unfilled gaps, demonstrating that it was a significant breach in the thermal envelope. Using a thermal camera, I was able to tell that the temporary batt insulation infill was performing nearly as well as the adjacent insulated metal panels. However, it should be pointed out that the soffit was being positively pressurized with Frost Fighter indirect fired heater. Without this pressurization, we anticipate that the lack of an air barrier would result in some cold air intrusion at these locations, although significantly less than without any insulation.

Using the thermal camera outside of the soffit, I pointed out several other pile cap locations that are likely resulting in significant heat loss from the accessible soffit space.

Proposed Solution: Check all pile cap locations to verify which locations are missing insulation. When weather conditions allow, add foam-in-place insulation between pile caps and soffit panels as indicated in Detail C1/A5.01 of the construction drawings. Where the gap between pile caps and soffit panels exceeds 0'-1", provide prefinished metal flashing flush with the bottom (exterior) surface of the soffit panels, and fill gaps with foam-in-place insulation. See modified detail in Figure 1.1e.



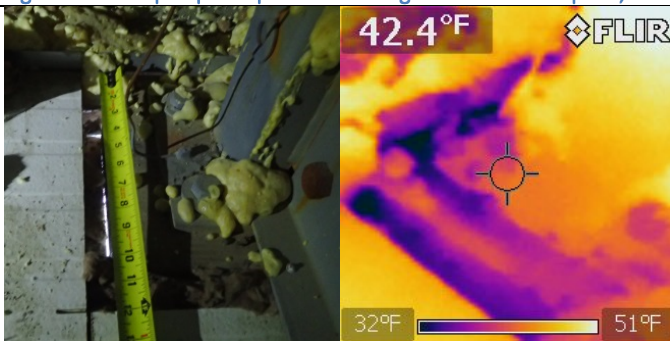
City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report



Figure -1.1a. Gap at pile cap as seen during conduction on April 3, 2014



Figure -1.1b. Batt insulation added to fill gaps at pile cap and soffit



Figures -1.1c. and -1.1d. Pile cap at Grid H:10, with +/- 2" of missing insulation on two sides of pile cap, and daylight visible. (Note that spray foam was an attempt at emergency repair prior to filling gap with batt insulation.)

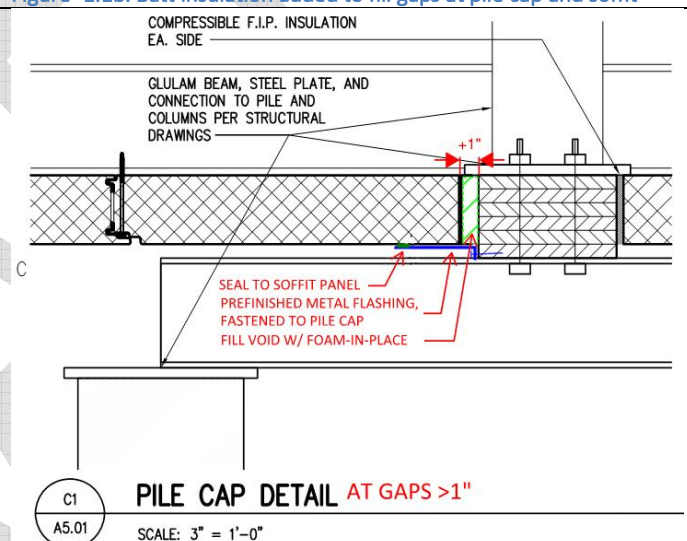


Fig 1.1e. Proposed gap insulation

ISSUE 1.2, Missing butyl sealant suspected between several soffit panels

Reported Problem: Gaps in soffit panel joints permit cold air intrusion in several areas. This was reported both within the concealed and the accessible soffit spaces.

Observed Conditions: Cold air could be felt in the locations indicated by Mr. Ford. In addition, frost was visible on the interior surface of several panels where the surface temperature was lower than freezing point.

Proposed Solution: Mark all known locations of cold air intrusion. Apply sealant recommended by insulated metal panel manufacturer to seal gaps between panels.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report



Fig. 1.2a. Likely missing butyl tape at panel joint. Note frost on either side of joint.

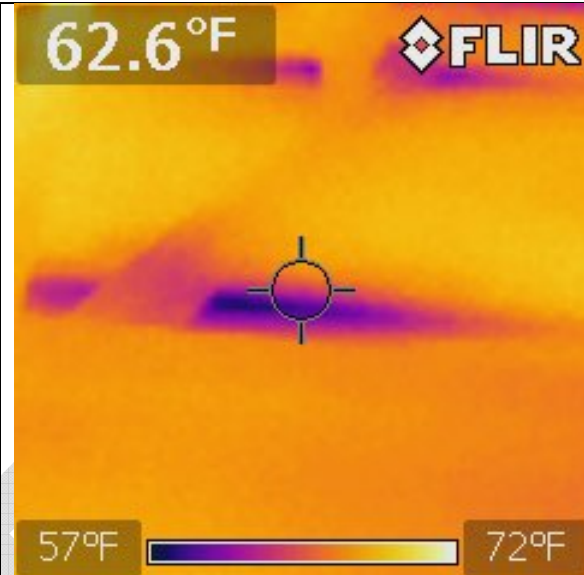


Fig. 1.2b. Same panel joint as Figure 1.2a. +/- 15 degree difference at location of suspected missing butyl tape.

ISSUE 1.3, Add heat to concealed soffit.

Reported Problem: No heat within the concealed soffit space.

Observed Conditions: The space was designed to be heated with surplus heat from the adjacent accessible crawlspace and from the radiant floor above. If HVAC systems were operating correctly and insulation was continuous, the concealed space should be able to maintain above freezing temperatures. However, it appears that this may be insufficient to maintain above freezing temperatures during extended cold weather. Accessing and heating the space is made difficult by wide flange beams running the length of Grids 8 and Grids 9 which divide the concealed soffit space into two zones and limit air circulation.

Proposed Solution: If desired by the City of Bethel, supplemental heat in these spaces would provide one more safeguard to prevent frozen pipes in the future. We recommend a few different strategies to accommodate the various plumbing elements:

- *North of Grid 9:* Install lengths of fintube adjacent to waste lines coming from Conference Room sink. Provide insulation around plumbing traps serving FD-1 (Vestibule) and FD-2 (Boiler Room) floor drains.
- *North of Grid 8, South of Grid 9:* Install two small unit heaters within the concealed soffit space; install one unit heater near Concessions 104 sink, and one near Boiler Room 129 plumbing. Heaters should be readily accessible to new access hatches from below the building. Aim unit heaters in such a way as to create a convection current when unit heaters are operating. HWS/HWR piping that is added to feed these new terminal heating units needs to connect to the 4" HWS/HWR mains located north of grid 7 (running between grids D and H). See drawing M201.

See memo from AMC Engineers attached to this report for further information. It should be noted that continuity of the thermal envelope should take precedence over supplemental heat.

ISSUE 1.4, Ensure water is removed from soffit space.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

Reported Problem: A significant amounts of water was introduced into the soffit space when the domestic water to the Concessions sink burst.

Observed Conditions: Ice was present in many (exterior) locations that had dripped from gaps in the soffit and wall framing of the concealed soffit space. The interior of the soffit north of Grid 9 did not have any water present at the time of my visit. I did not access the soffit between Grids 8 and 9 due to the presence of the Frost Fighter.

Proposed Solution: Ensure that all moisture is removed from the soffit space. The Frost Fighter is likely dehumidifying the space while it is operating. However, crews should use a moisture meter to confirm that water has drained and evaporated to ensure that it does not create additional damage due to saturation, nor create an unhealthy environment due to mold.



Fig. 1.4a. Significant amounts of ice at panel joints where water had leaked from burst piping.



Fig. 1.4b. Ice present at access door cut into soffit panel.

ISSUE 1.X, Missing insulation at transition from soffit to wall panel. (THIS SECTION MAY BE ADDED, PENDING CONFIRMATION FROM CORBIN)



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

ISSUE 2, Cold concealed ceiling space above Conference Room 102 and Vestibule 100, and associated frozen and burst sprinkler piping.

ISSUE 2.1, Conference Room 102

Reported Problem: frozen sprinkler piping was discovered above the ceilings of Conference Room 102 and Vestibule 100. Frozen pipes were reportedly discovered due to slow leaks into the rooms below; the system was drained before significant damage occurred. Significant cold air was felt in the area of the wide flange beam at the building eave.

Emergency Repairs: Accel Fire had performed emergency repairs to remove broken pipe fittings, pressurized the system to test them, and then drained the sprinkler system to prevent the possibility of additional freezing. The facility is now on a 24 hour fire watch. Mr. Ford indicated that his crew had placed 2" rigid insulation wedged up between the inside face of the exterior insulated metal wall panels and the wide flange roof beam. This reportedly significantly slowed cold air intrusion. See also attached report from Accel Fire.

Observed Conditions: Several ceiling tiles were removed in the Conference Room to allow for air circulation. Mr. Ford showed the cracked fittings that had been removed by Accel Fire. The thermal camera showed that the eave beam was warm; however, it was evident that the wide flange beam at the rake was extremely cold, likely due to missing insulation.

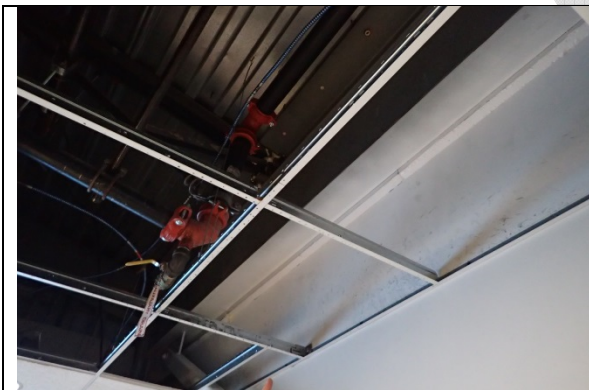
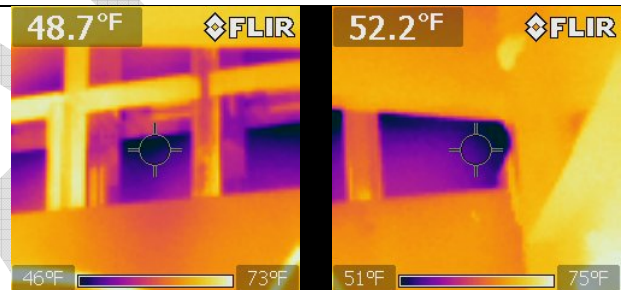


Fig. 2.1a. Replaced sprinkler fittings. Rigid insulation added between wall and wide flange beam.



Figures -2.1b and 2.1c. Exterior wall on rake end very cold above Conference Room.



Fig. 2.1d. Rake condition above Conference Room 102, as seen on April 3, 2014 Construction Observation Site Visit.



Fig. 2.1e. Eave condition on north end of building, as seen on April 3, 2014 Construction Observation Site Visit.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

Proposed Solution: Check that insulation has been installed as indicated in the Construction Drawings. See details A1/A5.01 and B1/A5.01. Add insulation where missing. If insulation cannot be applied from exterior, an interior approach may be possible. However, care must be taken to ensure that structural steel does not become a cold bridge. See also memo from AMC Engineers regarding building controls.

ISSUE 2.2, Cold concealed ceiling space above Vestibule 100 and associated frozen and burst piping.

Reported Problem: Same as Issue 2.1.

Observed Conditions: Same as Issue 2.1. In addition, it was noted that the wall separating Vestibule 100 from Corridor 101 was extended to the underside of the roof deck. This wall was shown in the construction drawings to terminate above the level of the ceiling, and then be open to other ceiling spaces above. (See Building Section A1/A3.01). The higher wall results in an enclosed space in which air cannot communicate to other ceiling spaces; this stagnant air puts wet piping further at risk of freezing because the arctic vestibule below and frequently open exterior doors results in a frequently cold room.

Proposed Solution: Same as Issue 2.2. In addition, cut and remove GWB from 1'-0" above level of ceiling at north wall of Corridor 101 to the underside of the roof for the full width of the corridor, allowing air to communicate between ceiling spaces.

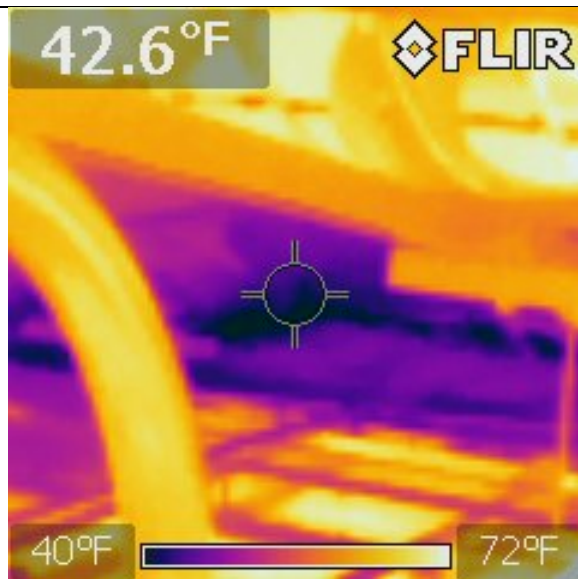


Fig. 2.2a. Eave condition above Vestibule 102. Note that it appears there is missing insulation at the transitions between soffit, wall, and roof.



Fig. 2.2b. Wall framing and drywall continues vertically above vestibule doors..



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

ISSUE 3, Leaking roofs at transition between roof levels.

ISSUE 3.1, Leaking Roof in Natatorium

Reported Problem: Roof leaks reported between Grids 2 and 1, B and G during precipitation concurrent with South winds. Facility Manager Stacey Reardon reports that the length of the “mega truss” on Grid 2 between Grids B and G leaks into the pool, and that water drips down the length of the exposed roof joists to Grid 1. She also indicated that the windows on the south wall between grids B and D, and D and E leaked at the head condition during the same rain/wind events. Mr. Arnold indicates that south winds are predominant during the summer months, which corresponds to the times that Ms. Reardon indicates the leaks occur.

Observed Conditions: small areas of rust were apparent at the lowest point of open web joists in the area reported to leak. It appears evident that rain water penetrates along Grid 2, migrates down the structure, and follows the path of the bottom chords of trusses towards the south wall of the building. It is very likely that the windows do not leak, but instead, are subject to this same roof leak following the path of the joists, which then drips through the ventilated plenum assembly, and manifests itself at the head condition of the windows. I could not access the roof to see the condition of wall panels, roofing, or flashings.

Note: rust was also noted on Column A:1. The source of this is unknown.

Proposed Solution: Inspect the roof and high wall assembly for obvious gaps in the transition between the high wall and the roof assembly. Specifically, check the condition and presence of flashing, self-adhered membrane, and foam closure as indicated in Detail D2/A5.01 of the Construction Drawings. If these items are present, it seems probable that wind-driven rain is being pushed through the foam closure and into the ventilated roof assembly below. If so, the flashing should be extended and an addition foam closure should be added. See revised detail D2/A5.01, shown in Figure 3.1f below. Clean areas of rust and apply touch-up paint to prevent further corrosion. Replace damaged GWB near Grid G:2.



Fig.3.1a. Small areas of rust on open web joists and wide flange, associated with leaking roof.



Figures -3.1b Rust noted on Column A:1.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report



Fig. 3.1c. Efflorescence on CMU and Grout near Pool Equipment Storage



Fig. 3.1d. Damaged GWB at bulkhead near Grid G:2.



Fig. 3.1e. Cracked tile in soffit of window well. Cracks may be associated with water damage, but may also be associated with building movement. Monitor for further movement.

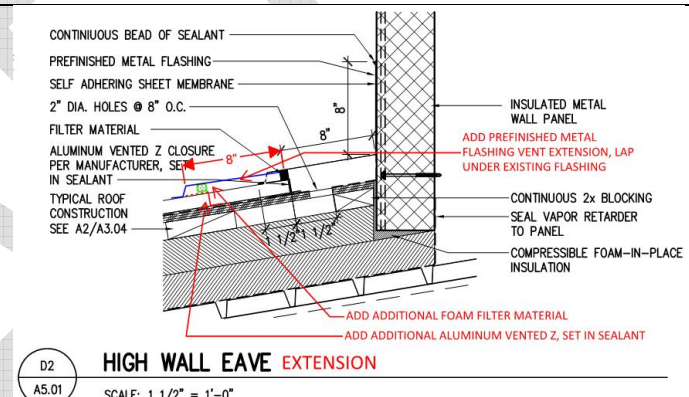


Fig. 3.1f. Extend highwall eave flashing. Add additional vented z closure and additional foam closure.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

ISSUE 3.2, Leaking roof in Fitness and Exercise rooms

Reported Conditions: Similar to Issue 3.1, except that leaks on the north side of the building occur during precipitation concurrent with North winds. These leaks are reported to occur much less frequently than those in the Natatorium. Mr. Arnold indicates that the north winds are predominant during winter months, and Ms. Reardon confirmed that the leaks occur primarily during winter rains and winter snow melts. Leaking has been reported on either side of the wall separating Gallery 105 from Fitness Room 106 and Exercise Room 107

Observed Conditions: Same as Issue 3.1. Windows in these rooms have not been reported to leak. Note that one fire alarm device in Exercise Room 107 shows signs of water intrusion in the strobe.

Proposed Solution: Same as Issue 3.1. Also, check the affected fire alarm device and replace if inoperable. We also suggest adding a temporary piece of flashing “uphill” from the fire alarm to divert drip water away from fire alarm until the roof leaks can be fixed.



Fig. 3.2a. Damaged strobe/annunciator. Inspect to ensure it is still operational and replace if not. Install metal flashing to divert leaking from causing further damage.

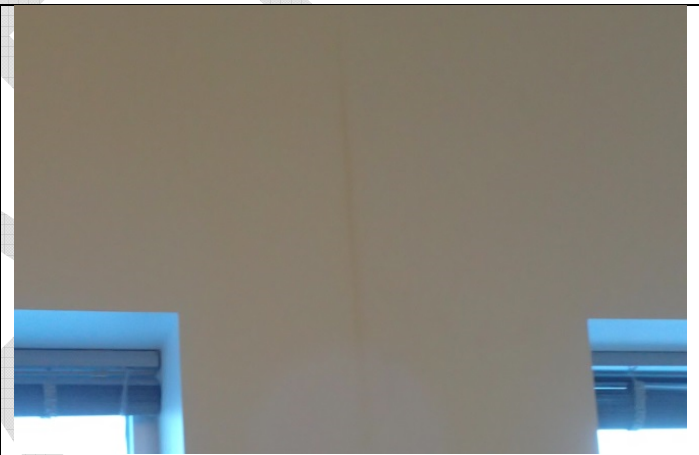


Fig. 3.2b. Minor water damage noted between windows in Exercise Room.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

ISSUE 4, Cold air penetration along rake end of high-wall.

Reported Conditions: Several City of Bethel personnel indicated a “cloud” or “weather system” that occurred at the Natatorium ceiling in the area of Grid G:2 last winter. Apparently cold air was entering the building, and the warm humid interior air was condensing and creating mist. Maintenance personnel reported that they had added significant amounts of insulation to the interior side of the high wall along Grid G between Grids 2 and 3, and that has prevented this condition from occurring since.

Observed Conditions:

- East Side: the added insulation could be seen between wall framing. At Grid G:2, water damage was evident in the form of bubbling paint and efflorescence in the CMU.
- West Side: although no problems have been reported, it was evident with the thermal camera that the transition between the low roof and the high wall was significantly colder than the surrounding roof and wall construction.

Proposed solution: (Applies to both west and east high walls). Inspect roof flashings and membranes for weather-tight and air-tight construction, and repair any damage found. Supplemental insulation may be needed: install closed-cell foam insulation on the interior side of the low roof to high wall transition for full length of high walls. Check for similar conditions on the north side of the building. See proposed detail in Figure 4c.

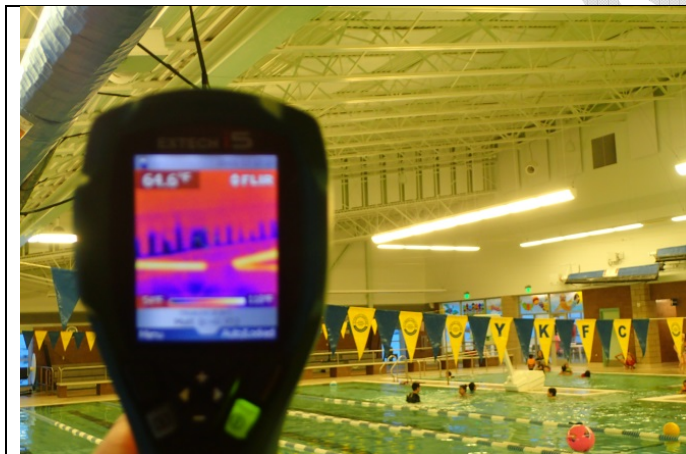


Fig. 4a. Very cold roof:high wall transition

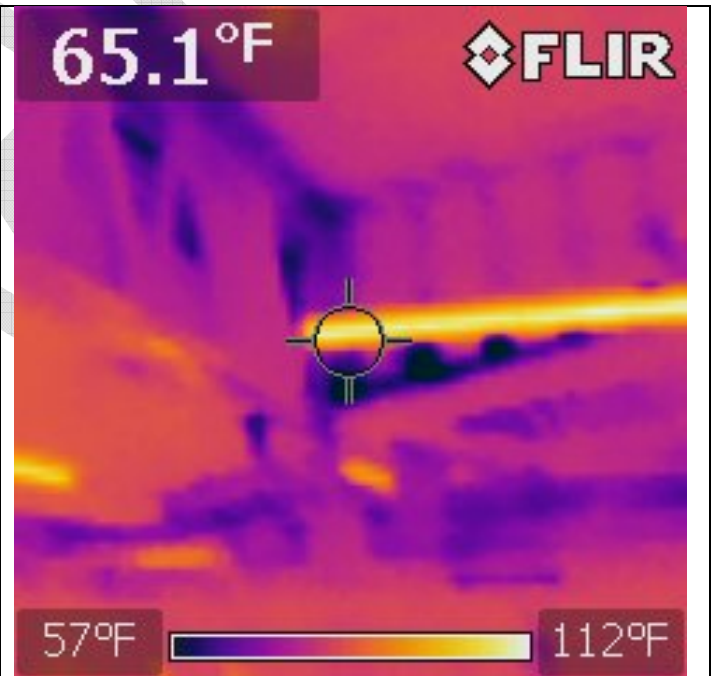


Fig. 4b. Roof to High wall transition at Grid B:2



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

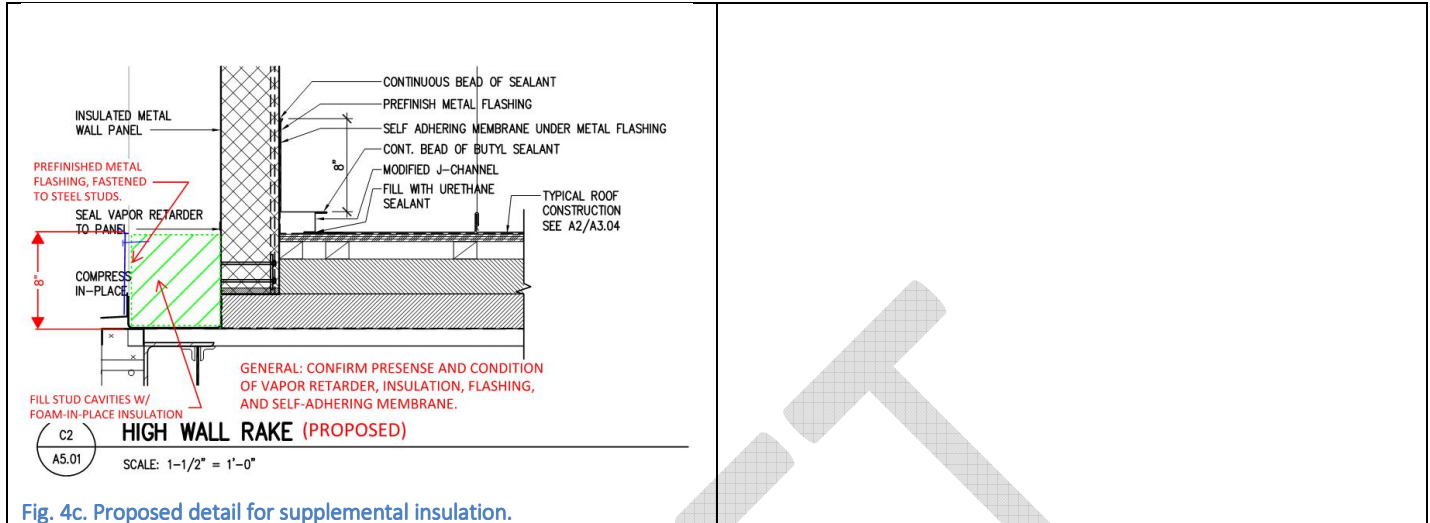


Fig. 4c. Proposed detail for supplemental insulation.

ISSUE 5, Problem: staining on tiles near spa.

Reported Conditions: none.

Observed Conditions: Standing water on the deck of the Viewing Area from the Spa pool covers has resulted in stained tile and grout on the viewing area deck. Mildew was seen on the floor tile indicating that standing water in this location is common. Rust staining was seen in the inset area of tile on the spa wall, and staining continued up the surface of the wall.

Proposed Solution: Clean mildew from tile and grout. Monitor rust staining for advancement. Develop operational protocols to a) place wet pool covers on an area of the deck with positive drainage, and b) use a squeegee to remove standing water from the Viewing Area deck.



Fig. 5a. Pool cover results in standing water, staining of tile and grout, and saturation of concrete deck to rebar below.



Figures -5b: detail of staining.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

CONCLUSIONS

The Yukon-Kuskokwim Fitness Center is an important asset for the City of Bethel and the surrounding region. Although it is a relatively new facility, it is normal for a building to show flaws for a variety of reasons. This report is intended to suggest solutions to ensure the building's longevity and usefulness.

The YKFC is a necessarily complicated building. The pool creates a difficult interior environment to manage; the harsh exterior environment and its seasonal extremes must be handled; the fragile permafrost that it sits on must be protected; and most importantly, the building must be inviting and welcoming, giving its users and staff a healthy environment to continue their recreational and lifesaving mission. The challenges that these factors pose were visible in our site visit, and it's important that they be mitigated.

Simply put, the building must keep the difficult exterior outside so that it can effectively manage its interior environment. As such, we recommend that the City of Bethel and its personnel prioritize these repair, maintenance, and operational tasks.

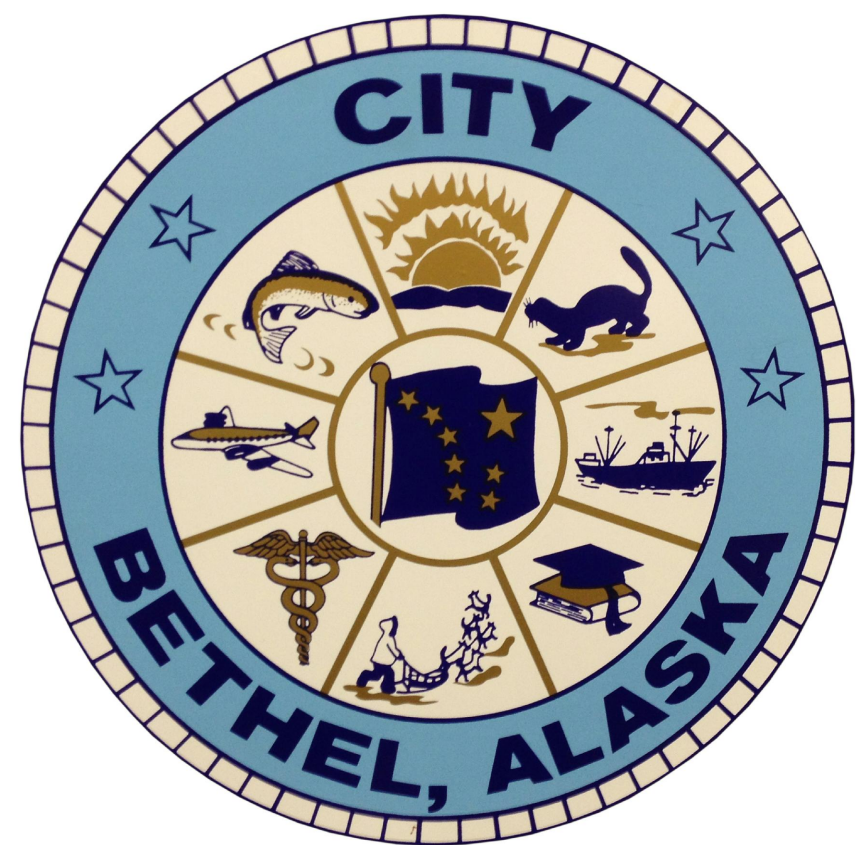
Please review this report as well as the referenced reports that follow. Please don't hesitate to contact Architects Alaska if you have any questions or concerns.

Regards,

Steve Schell

Encl:

- *Pool Building Report* by City of Bethel Facilities and Property Foreman, Corbin Ford
- *Memo* by AMC Engineers Mechanical Engineer, Mark Langberg
- *Daily Work Log* by Accel Fire Systems



CITY OF BETHEL

YUKON KUSKOKWIM FITNESS CENTER

REPAIRS

BETHEL, ALASKA

35% DESIGN SUBMITTAL

Project No: 18020.05

Issue Date: 6/19/2020



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MECHANICAL ENGINEERING

AMC ENGINEERS
701 E. TUDOR RD STE 250, ANCHORAGE, AK 99503

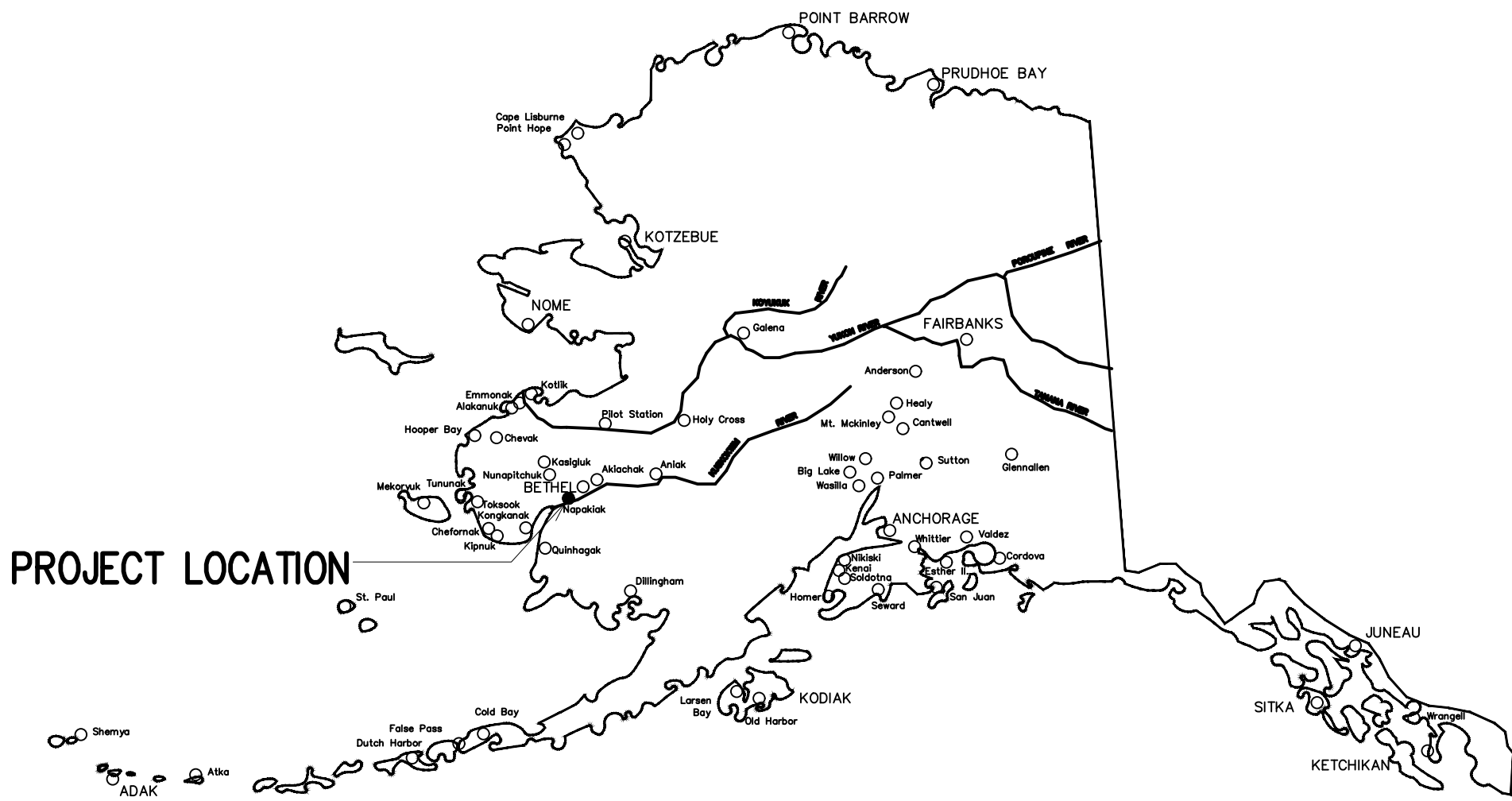
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ABBREVIATIONS

& /	AND ANGLE AT CENTERLINE DIAMETER OR ROUND POINT OR NUMBER ASPHALTIC CONCRETE ACOUSTICAL CEILING TILE	F.O.B. F.O.F. F.O.S. F.O. FRPF FRT FT FTC00 FTG FURR FUT	FACE OF BLOCK FACE OF FINISH FACE OF STUD FACE OF (Conc. etc.) FIREPROOFING FIRE-RETARDENT TREATED FOOT OR FEET FOAM THE CRAP OUT OF FOOTING FURRING FUTURE	PARA PART PERF PERM PERP P.I.C. PL P.LAM PLAST PLYWD PR PREFAB PROJ PT PTD	PARALLEL PARTITION PERFORATED PERMANENT PERPENDICULAR PRECAST INSULATED CONC. PLATE PLASTIC LAMINATE PLASTER PLYWOOD PAIR PREFABRICATED PROJECT POINT PAPER TOWEL DISPENSER
ACOUS ADD ALT ALUM APPROX ARCH ASPH AVG	ACOUSTICAL ADDITION ALTERNATE ALUMINUM APPROXIMATE ARCHITECTURAL ASPHALT AVERAGE	GAL GALV G.B. G.I. GL GWB GYM GYP.	GA GALLON GALVANIZED GRAB BAR GALVANIZED IRON GLASS GYPSUM WALL BOARD GYMNASIUM GYPSUM	R R.D. REF REFR REIN REQ R.H. R.L. RM R.O. R.O.W.	RISER OR RADIUS ROOF DRAIN REFERENCE REFRIGERATOR REINFORCING REQUIRED RIGHT HAND RAIN LEADER ROOM ROUGH OPENING RIGHT OF WAY
BD BLDG BLKG BM B.O. B.S. BTU BUR	BOARD BUILDING BLOCKING BENCH MARK BOTTOM OF BOTH SIDES BRITISH THERMAL UNIT BUILT-UP ROOF	H.B. H.C. H.DWD HDWR H.M. H.M.F. HORIZ H.P. HR HT HW HWY	HOSE BIB HOLLOW CORE HARDWOOD HARDWARE HOLLOW METAL HOLLOW METAL FRAME HORIZONTAL HIGH POINT HOUR HEIGHT HOT WATER HIGHWAY	S SAN S.C. SCHED SECT SHEATH SHT SIM SND SPEC SQ S.S. S.S.T. STD STL STOR STRUCT ST.S. SUSP SYM	SOUTH SANITARY SOLID CORE SCHEDULE SECTION SHEATHING SHEET SIMILAR SANITARY NAPKIN DISPENSER SPECIFICATIONS SQUARE SANITARY SEWER STAINLESS STEEL STANDARD STEEL STORAGE STRUCTURAL STORM SEWER SUSPENDED SYMMETRICAL
C.B. CEM C.I. CIRC CLG C.M.P. CMU COL COMP CONC CONSTR CONT CORR C.R. C.R.C. C.T. CTR	CATCH BASIN CEMENT CAST IRON CIRCULAR CEILING CORRUGATED METAL PIPE CONCRETE MASONRY UNIT COLUMN COMPOSITION CONCRETE CONSTRUCTION CONTINUOUS CORRIDOR COLD ROLLED COLD ROLLED CHANNEL CERAMIC TILE CENTER	I.D. (*) OR IN INSUL INT ITP JAN JT KIT	INSIDE DIAMETER INCHES INSULATION INTERIOR INSULATED TRANSLUCENT PANEL JANITOR JOINT KITCHEN	TB TEL TEMP. TERR. T.&G. THRU T.O. T.O.S. TV TYP	TACKBOARD TELEPHONE TEMPORARY TERRAZZO TONGUE AND GROOVE THROUGH TOP OF (eg CONCRETE) TOP OF STEEL TELEVISION TYPICAL
DBL DEPT D.F. DET DIA DIAG DIM. DISP DL DN DS DWG	DOUBLE DEPARTMENT DRINKING FOUNTAIN DETAIL DIAMETER DIAGONAL DIMENSION DISPENSER DEAD LOAD DOWN DOWNSPOUT DRAWINGS	LAB LAM LAV LB LH LL L.P.	LABORATORY LAMINATE OR LAMINATED LAVATORY POUND LEFT HAND LIVE LOAD LOW POINT	UL UNFIN	UNDERWRITERS LAB. UNFINISHED
(E) E EA ELEV ELEC EQ EQUIP E.S. EXIST EXP EXP.AGG. E.J. EXT	EXISTING EAST EACH ELEVATION ELEVATOR ELECTRICAL EQUAL EQUIPMENT EACH SIDE EXISTING EXPANSION EXPOSED AGGREGATE EXPANSION JOINT EXTERIOR	MAT'L MAX MECH MET MTR MH MIN MISC M.O. MULL	MATERIAL MAXIMUM MECHANICAL METAL MANUFACTURER MANHOLE MINIMUM OR MINUTE MISCELLANEOUS MASONRY OPENING MULLION	VCT VERT VEST VR	VINYL COMPOSITION TILE VERTICAL VESTIBULE VAPOR RETARDER
F.B F.D. FDN F.E. F.E.C. FIN F.I.P. FF FLUOR	FLAT BAR FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FINISH FOAM-IN-PLACE FINISH FLOOR FLUORESCENT	N NIC NO NOM NTS	NORTH NOT IN CONTRACT NUMBER NOMINAL NOT TO SCALE	W W/ WC WD W/O WP WT	WEST WITH WATER CLOSET WOOD WITHOUT WATERPROOF WEIGHT

STATE MAP



PROJECT LOCATION

VICINITY MAP



DRAWINGS INDEX

GENERAL

CAT	SHEET	TITLE
G	1.01	ABBREVIATIONS, DRAWING INDEX, LOCATION MAP, GENERAL NOTES AND DRAWING CONVENTIONS, CODE INFORMATION

ARCHITECTURAL

A	1.01	FIRST FLOOR PLAN AREA "A"
A	1.02	FIRST FLOOR PLAN AREA "B"
A	1.07	ROOF PLAN
A	1.08	UNDER BUILDING SOFFIT PLAN
A	3.01	BUILDING SECTIONS
A	3.02	BUILDING SECTIONS
A	3.03	BUILDING SECTIONS, WALL SECTION
A	3.04	BUILDING SECTIONS, WALL SECTIONS
A	3.05	WALL SECTIONS
A	3.06	WALL SECTIONS
A	3.07	WALL SECTIONS
A	5.01	EXTERIOR DETAILS

MECHANICAL

M	001	LEGEND, ABBREVIATIONS, AND SCHEDULES
M	101	UNDERFLOOR PLAN - HEATING



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Consultant

35% DESIGN

City of Bethel YUKON KUSKOKWIM FITNESS CENTER REPAIRS AND UPGRADES Bethel, Alaska

PROJECT DESCRIPTION

- A) REPAIR AND MAINTENANCE, AND ADDITION OF FLASHINGS, INSULATION, SEALANT ASSOCIATED WITH COLD AIR AND/OR MOISTURE INTRUSION THROUGHOUT THE BUILDING;
- B) ADDITION OF SUPPLEMENTAL HEAT IN CONCEALED SOFFIT SPACE

Revisions

No.	Description	Date

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Checked DLM	Job No. 18020.05

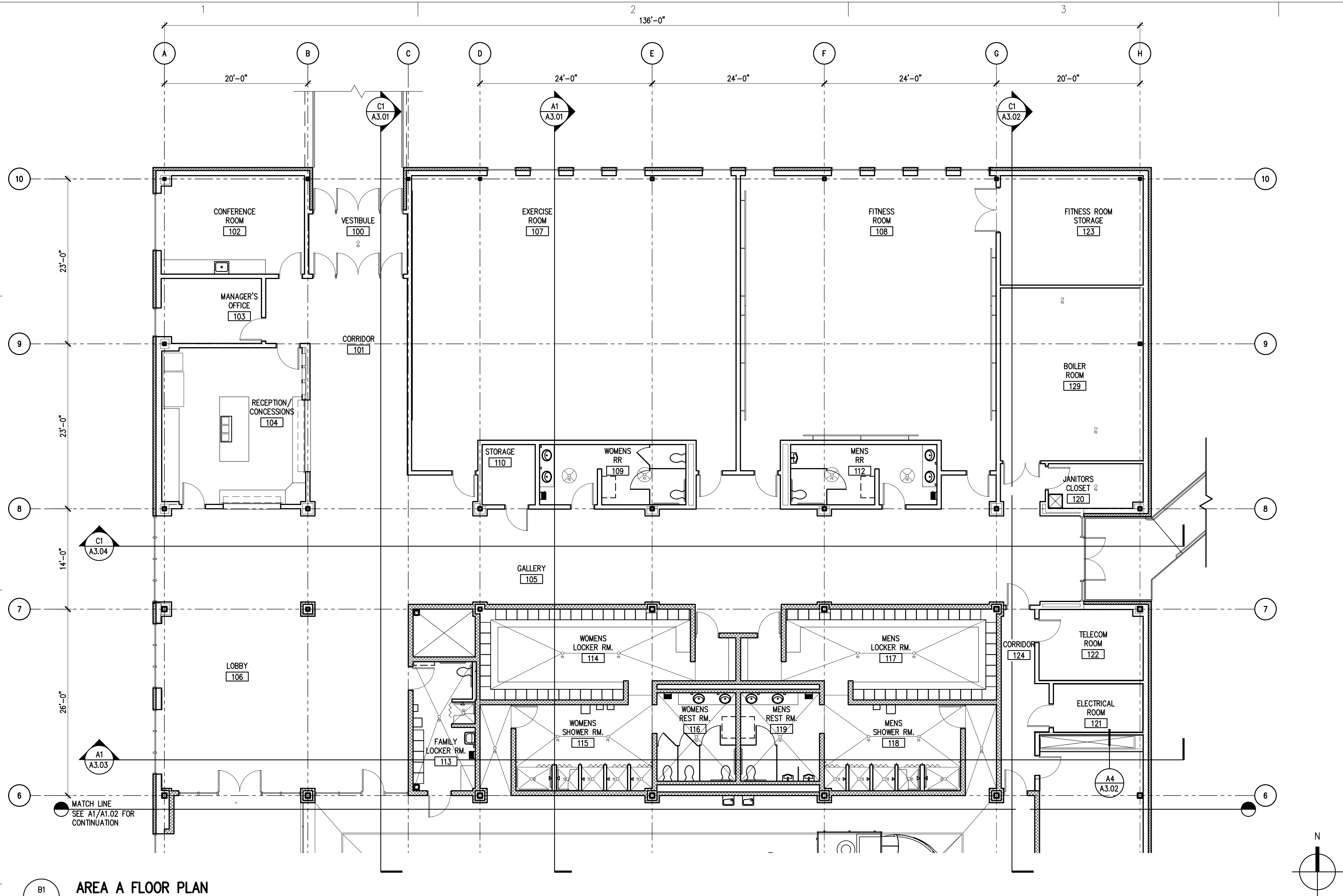
Sheet Contents ABBREVIATIONS, DRAWINGS INDEX, STATE MAP, CODE INFORMATION, DRAWING CONVENTIONS, AND GENERAL NOTES

Category G	Sheet No. 1.01
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DRAWING CONVENTIONS

NORTH ARROW	GRID LINES	BUILDING/WALL SECTION	DETAIL	ELEVATION	PARTITION TYPE
WINDOW TYPE	DOOR NUMBER	VERTICAL CONTROL POINT	ROOM INDICATOR	REVISIONS	MATCHLINE

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B1
A1.01
AREA A FLOOR PLAN
SCALE: 1/8" = 1'-0"

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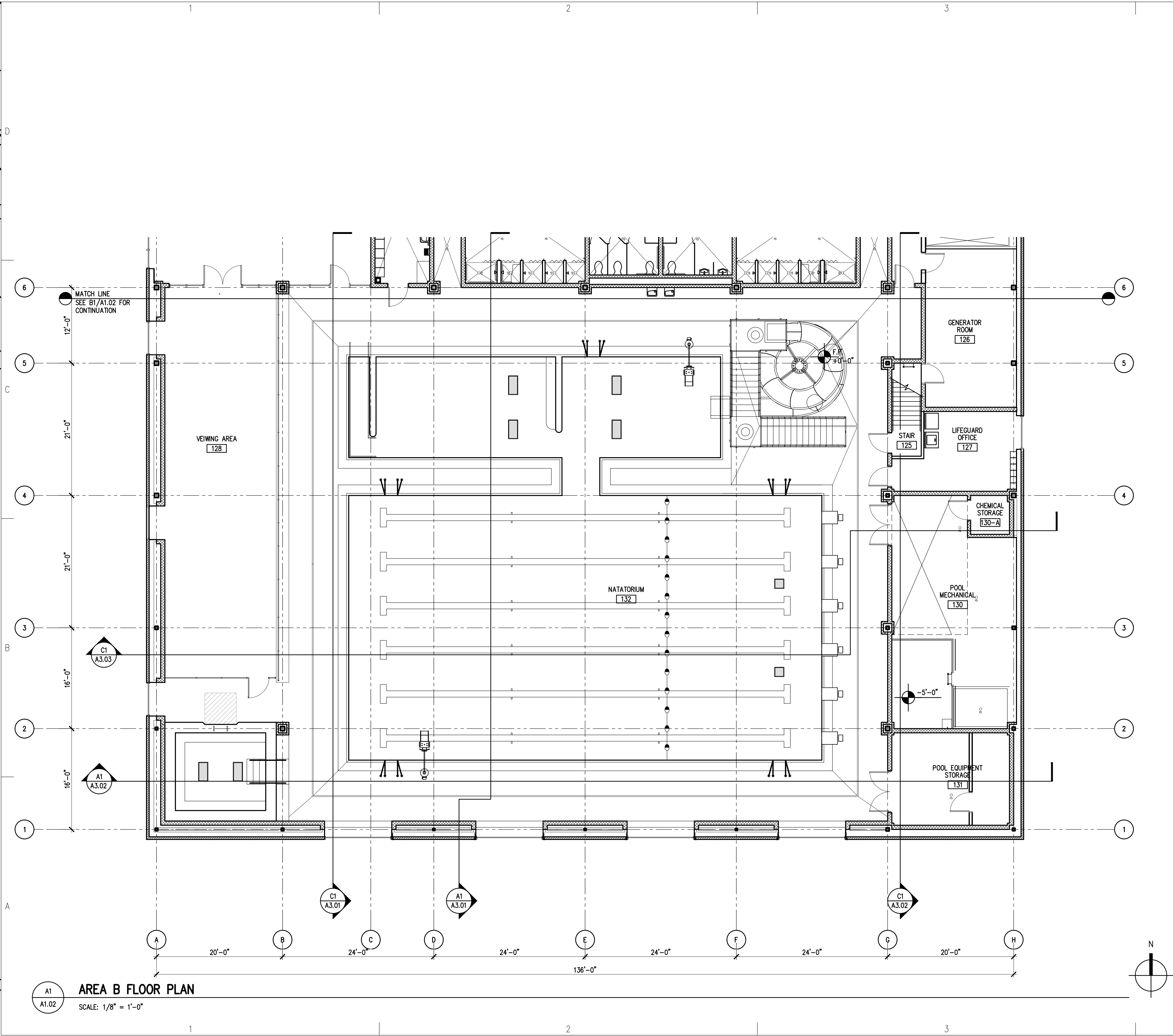
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No.	Description	Date

Drawn by XXX	Date 19 JUNE 2020
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Sheet Contents FIRST FLOOR AREA A	
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Category A	Sheet No. 1.01
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A1
A1.02
AREA B FLOOR PLAN
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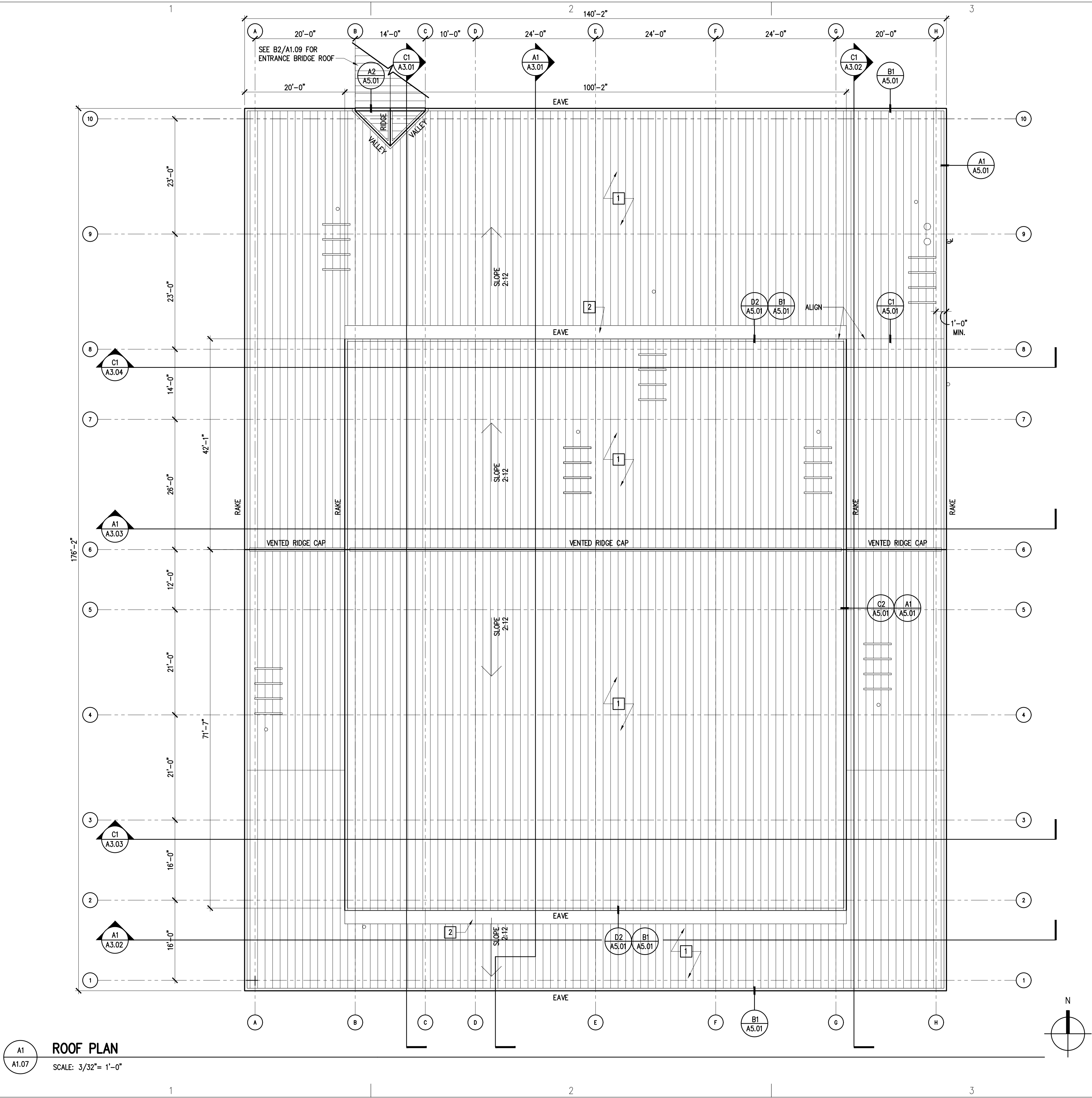
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Sheet Contents	
FLOOR PLAN AREA B	

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ROOF PLAN
SCALE: 3/32"= 1'-0"

ROOF PLAN SHEET NOTES

1

(E) METAL ROOFING, SEE A2/A3.04 FOR ROOF ASSEMBLY

2

EXTEND HIGH WALL FLASHING

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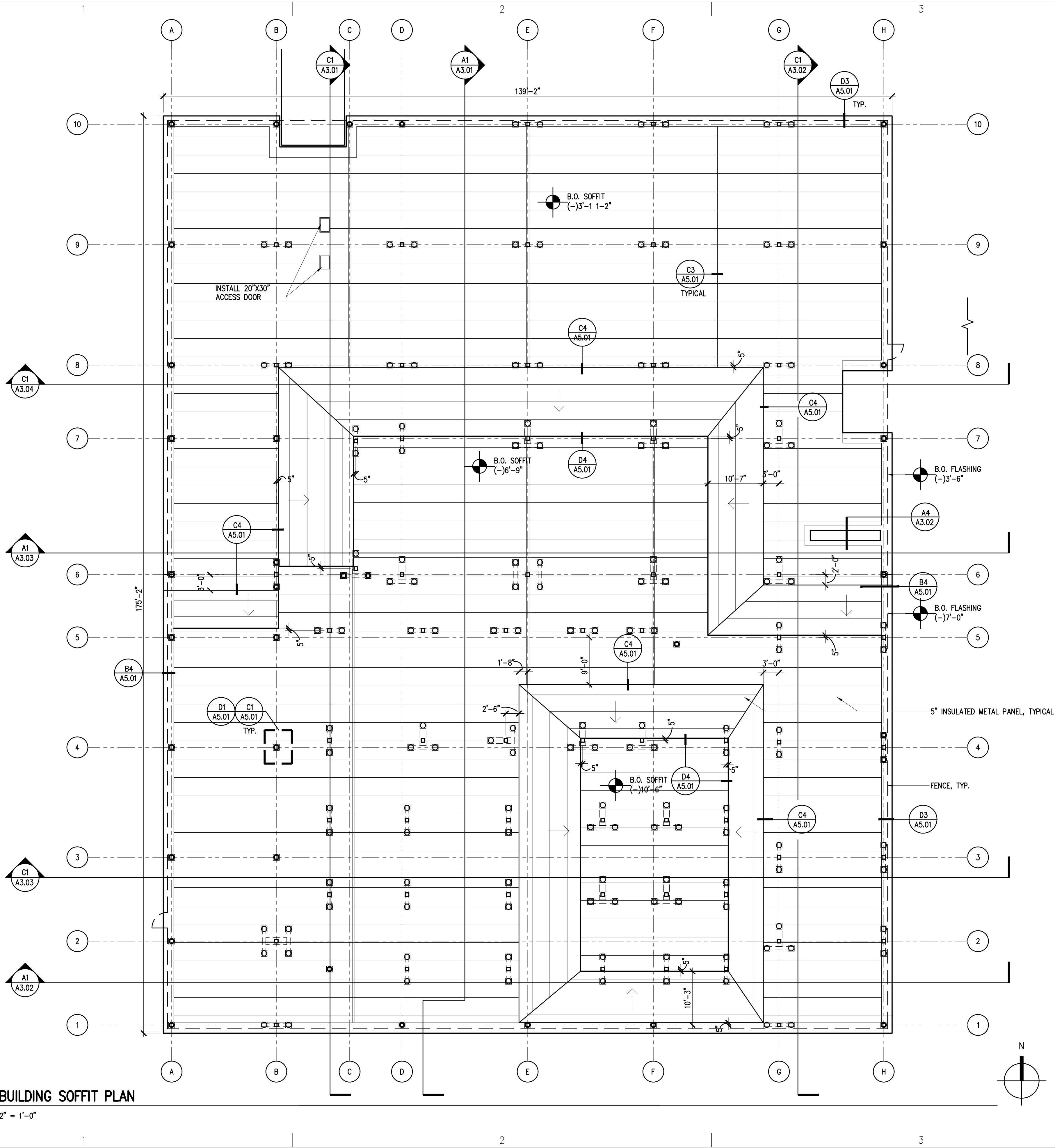
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A1
A1.08

UNDERBUILDING SOFFIT PLAN

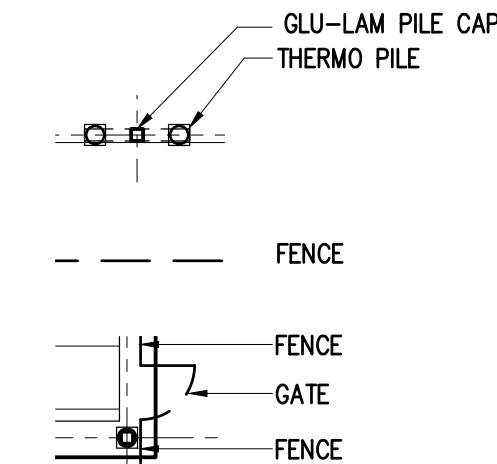
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GENERAL NOTES:

- ELEVATIONS SHOWN HERE ARE FROM FINISH FLOOR
- EXISTING FENCING TO REMAIN, PROTECT FROM DAMAGE.
- INSPECT INSULATION AT EACH PILE CAP, TYP. WHERE INSULATION IS LACKING, INSTALL PER DETAIL D1/A5.01 WHERE GAPS BETWEEN SOFFIT PANELS AND PILE CAPS ARE LESS THAN 0'-1" AND DETAIL C1/A5.01 WHERE GAPS BETWEEN SOFFIT PANELS AND PILE CAPS ARE GREATER THAN 0'-1".
- VERIFY PRESENSE AND CONTINUATION OF BUTYL SEALANT AT EACH SOFFIT PANEL JOINT, TYP. WHERE SEALANT IS MISSING, INSTALL PER INSULATED PANEL MANUFACTURER'S RECOMMENDATIONS.

LEGEND



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Revisions

No.	Description	Date

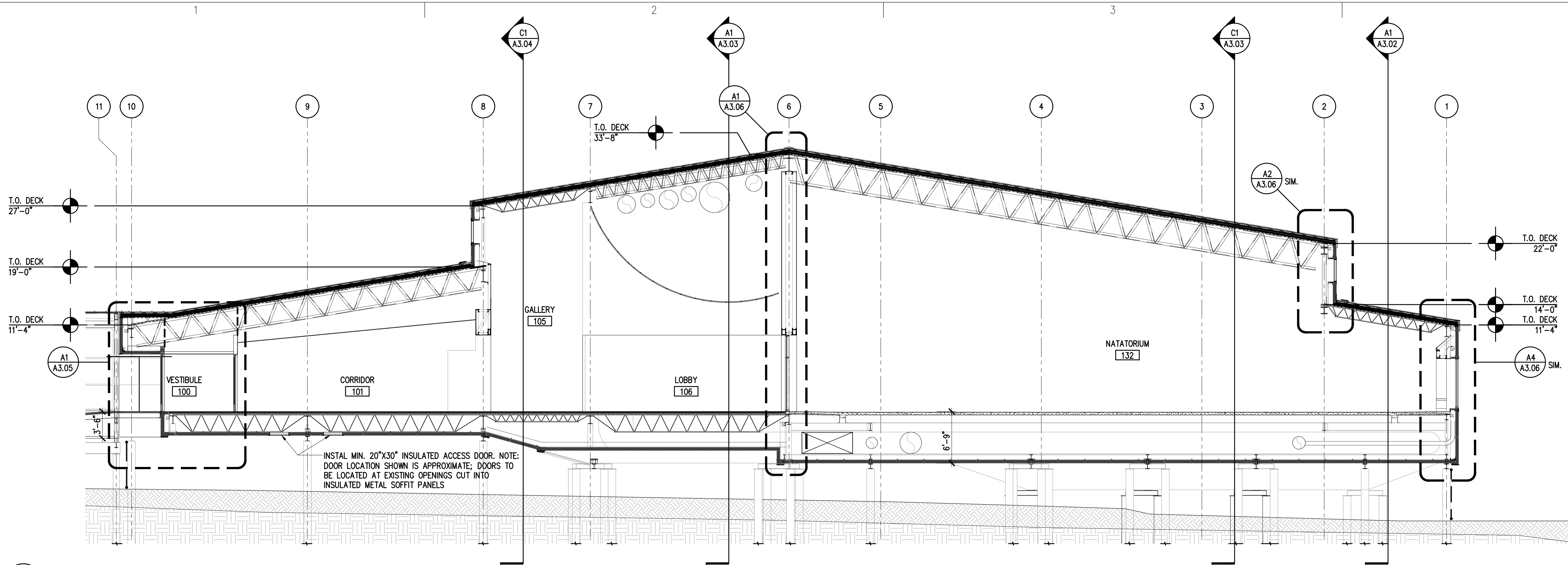
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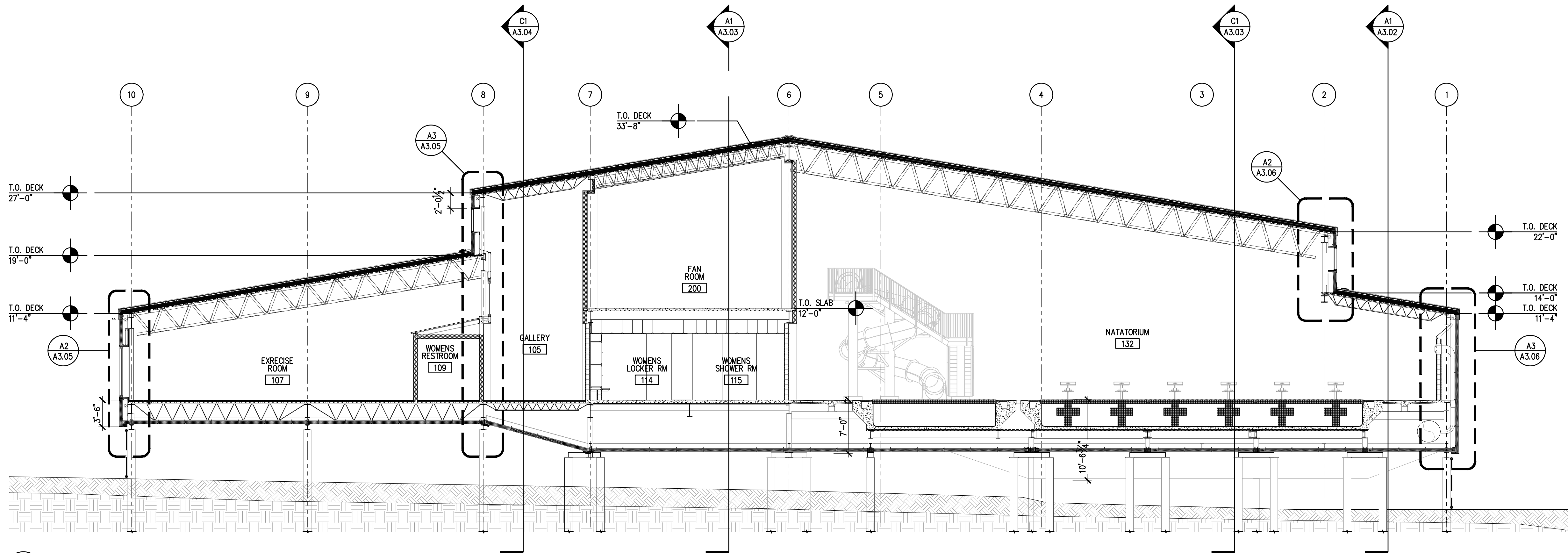
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BUILDING SECTION
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BUILDING SECTION
SCALE: 1/8" = 1'-0"



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No.	Description	Date

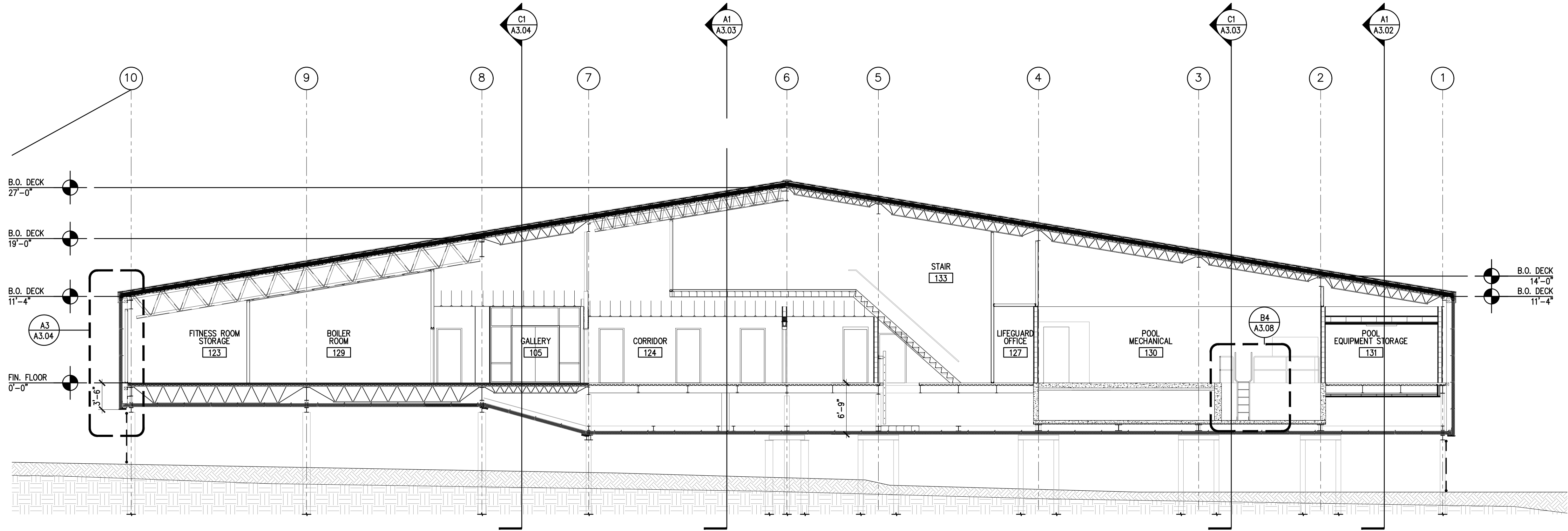
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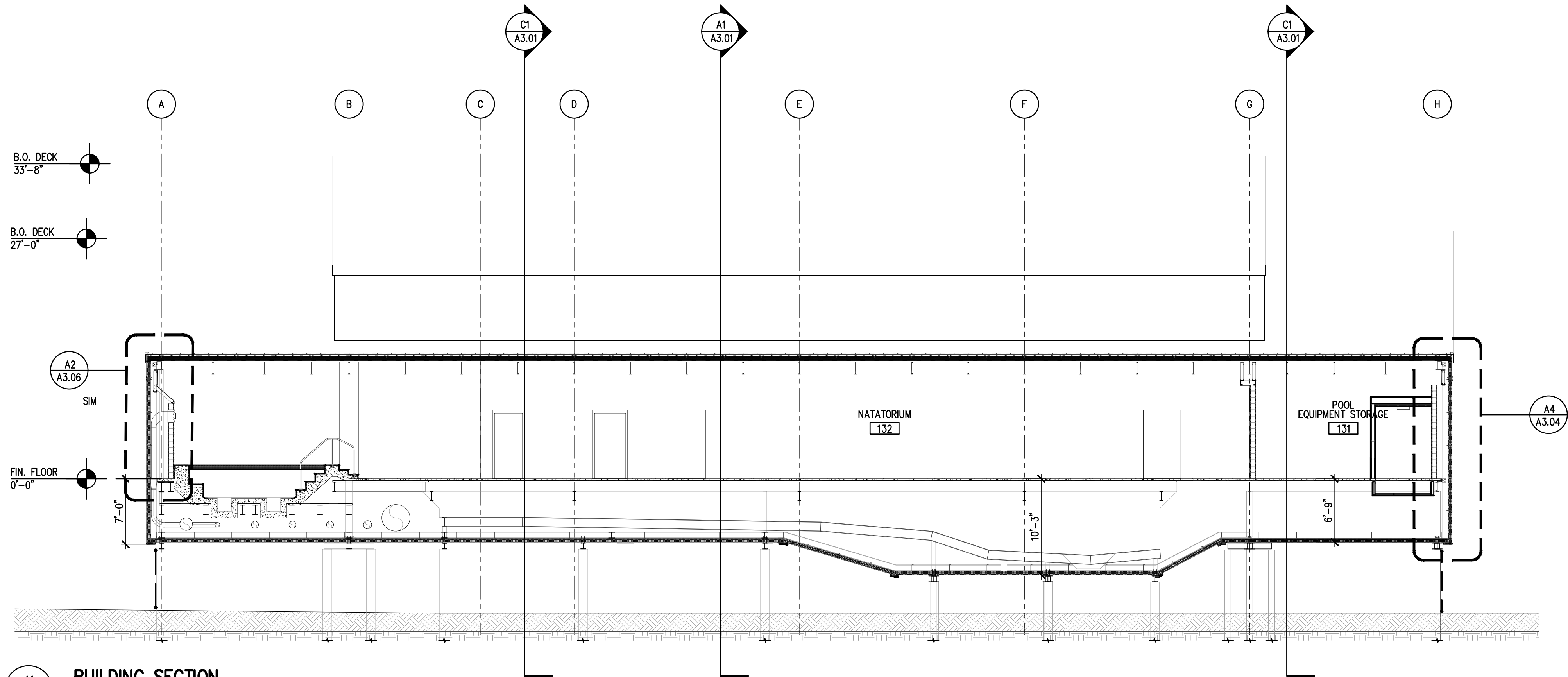
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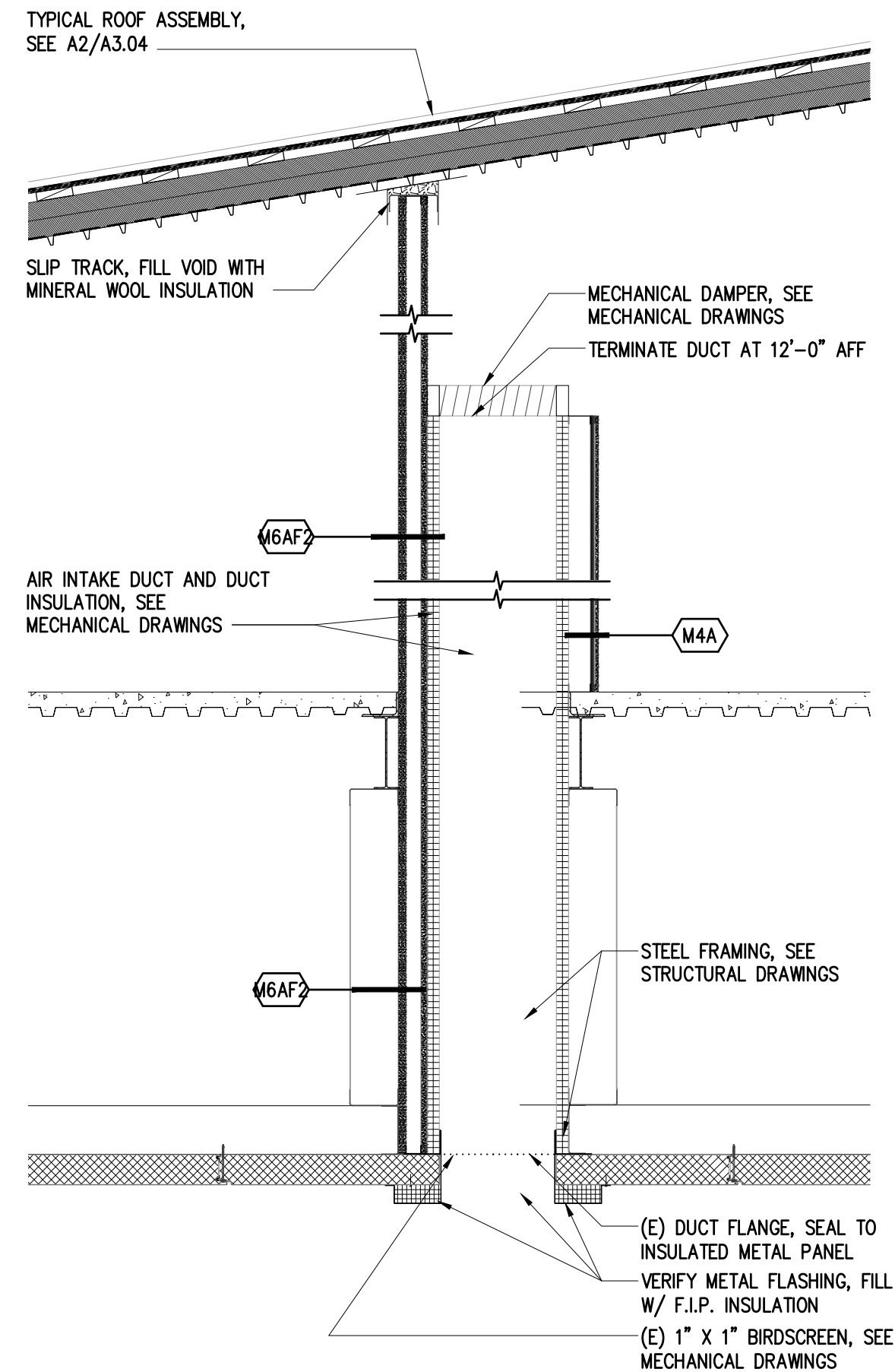
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BUILDING SECTION
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BUILDING SECTION
SCALE: 1/8" = 1'-0"



WALL SECTION
SCALE: 1/2" = 1'-0"



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BUILDING SECTIONS AND
WALL SECTION

Category

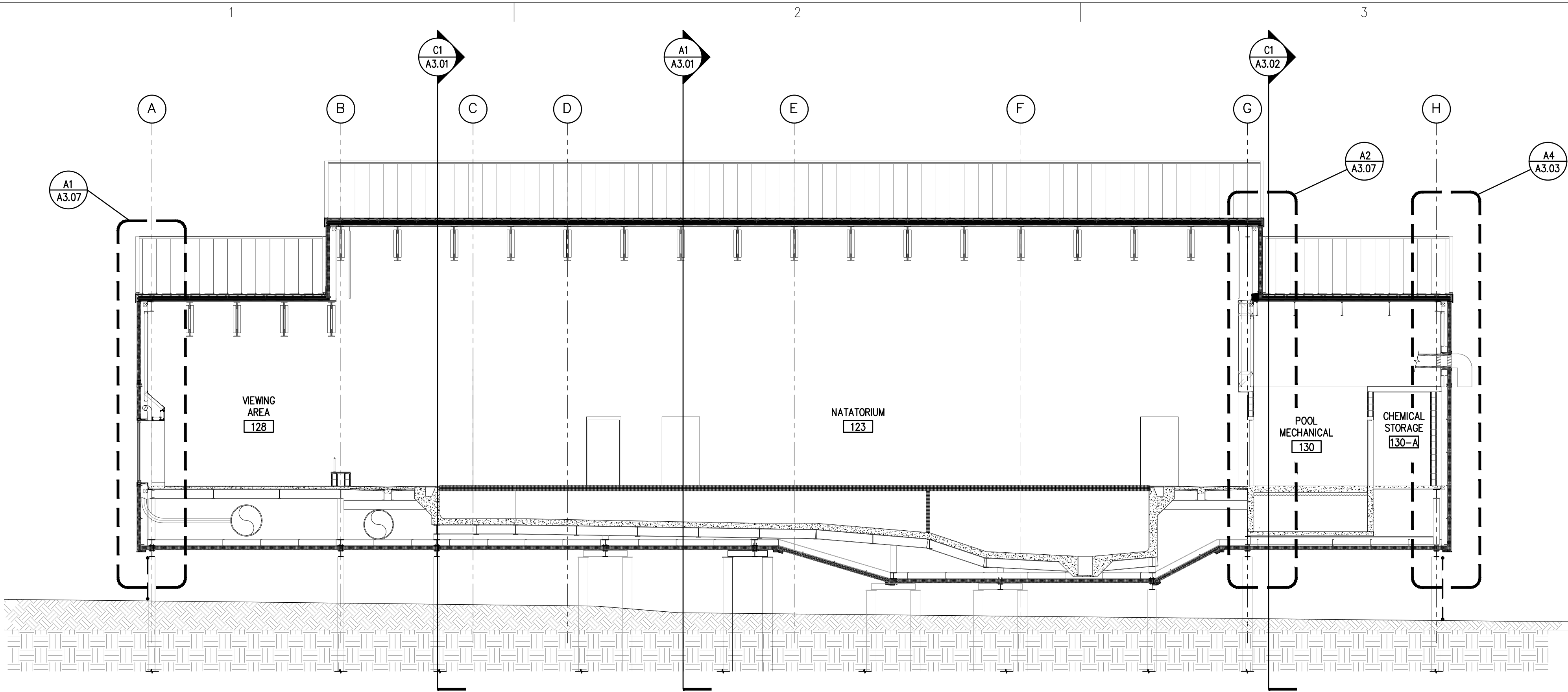
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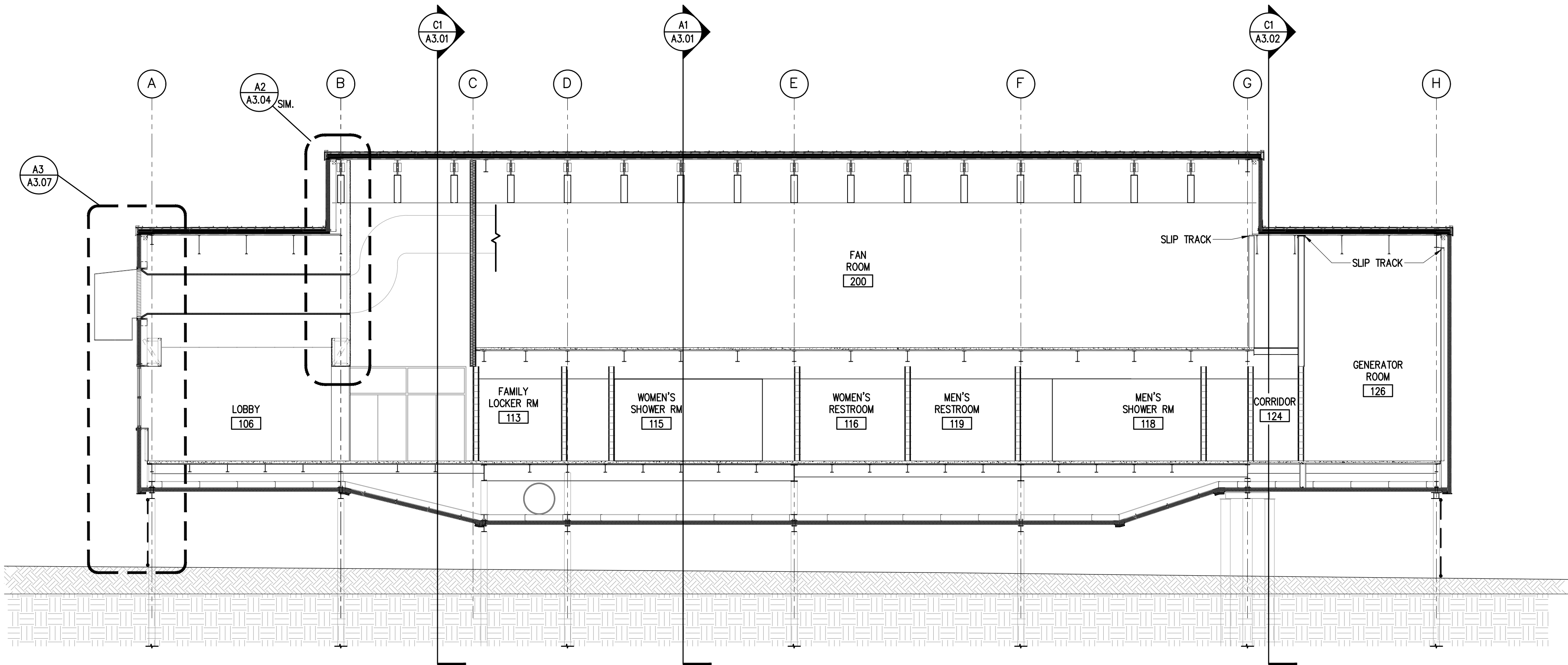
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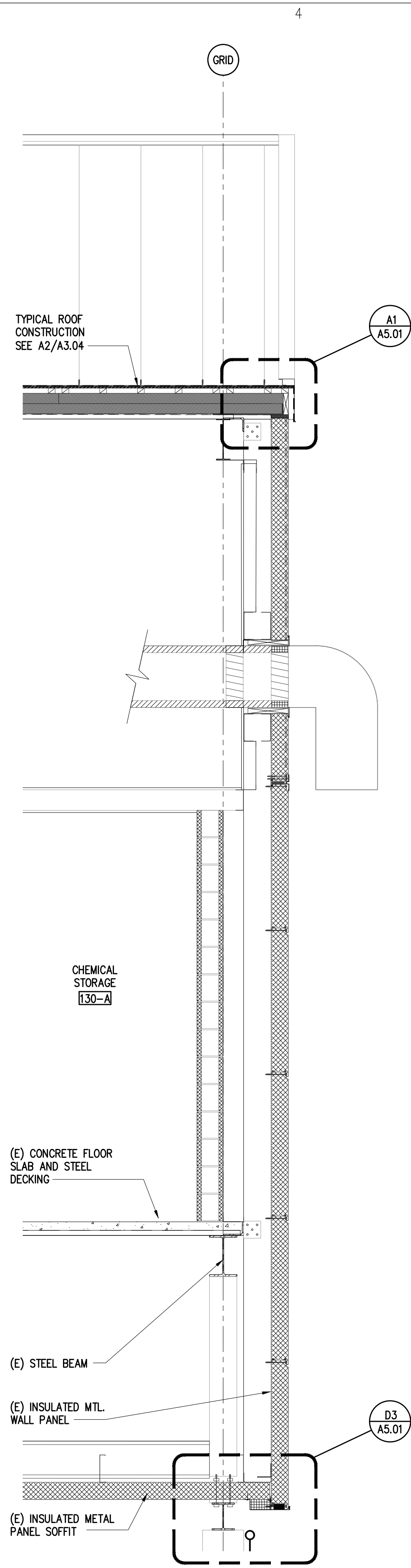
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BUILDING SECTION
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BUILDING SECTION
A1
A3.03
SCALE: 1/8" = 1'-0"



WALL SECTION
A4
A3.03
SCALE: 1/2" = 1'-0"



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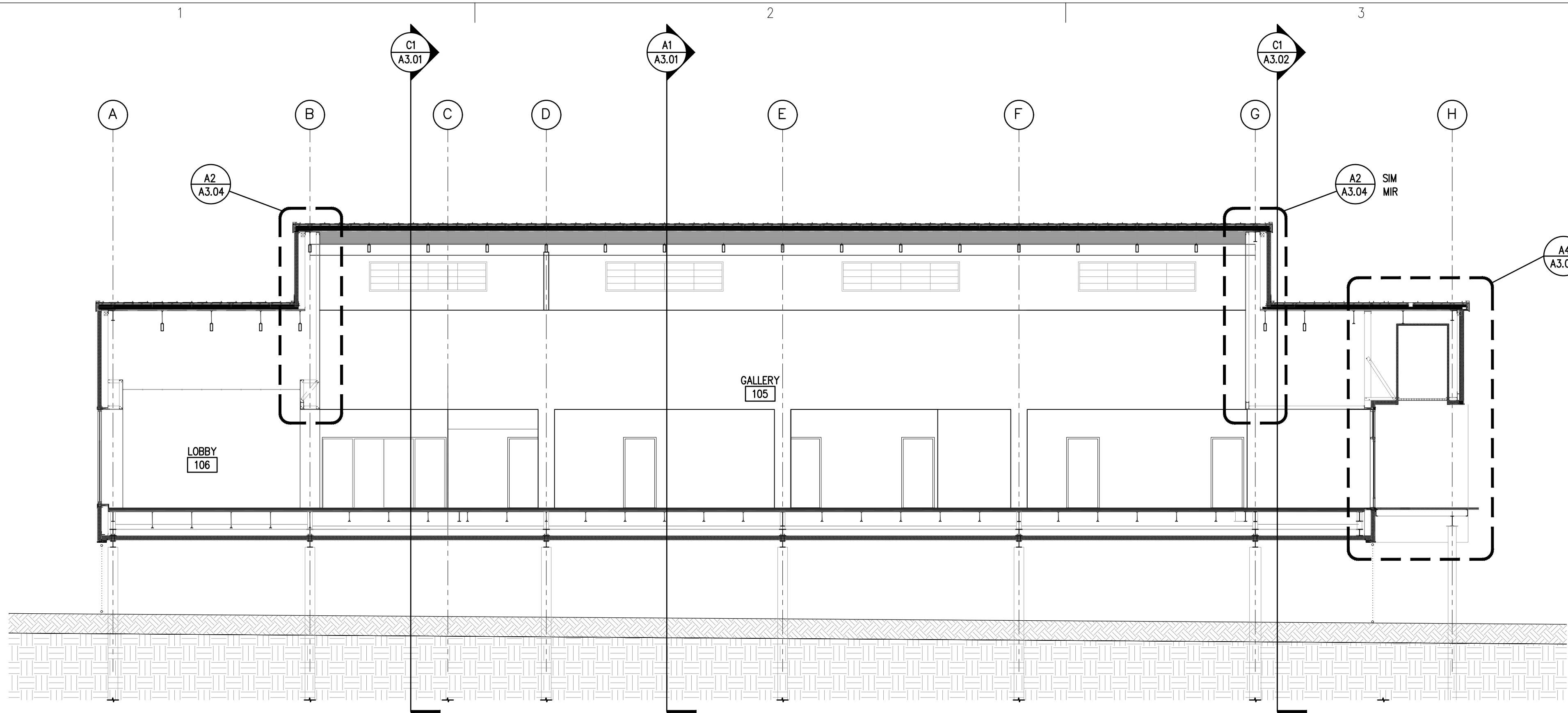
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Sheet Contents
BUILDING SECTIONS AND
WALL SECTION

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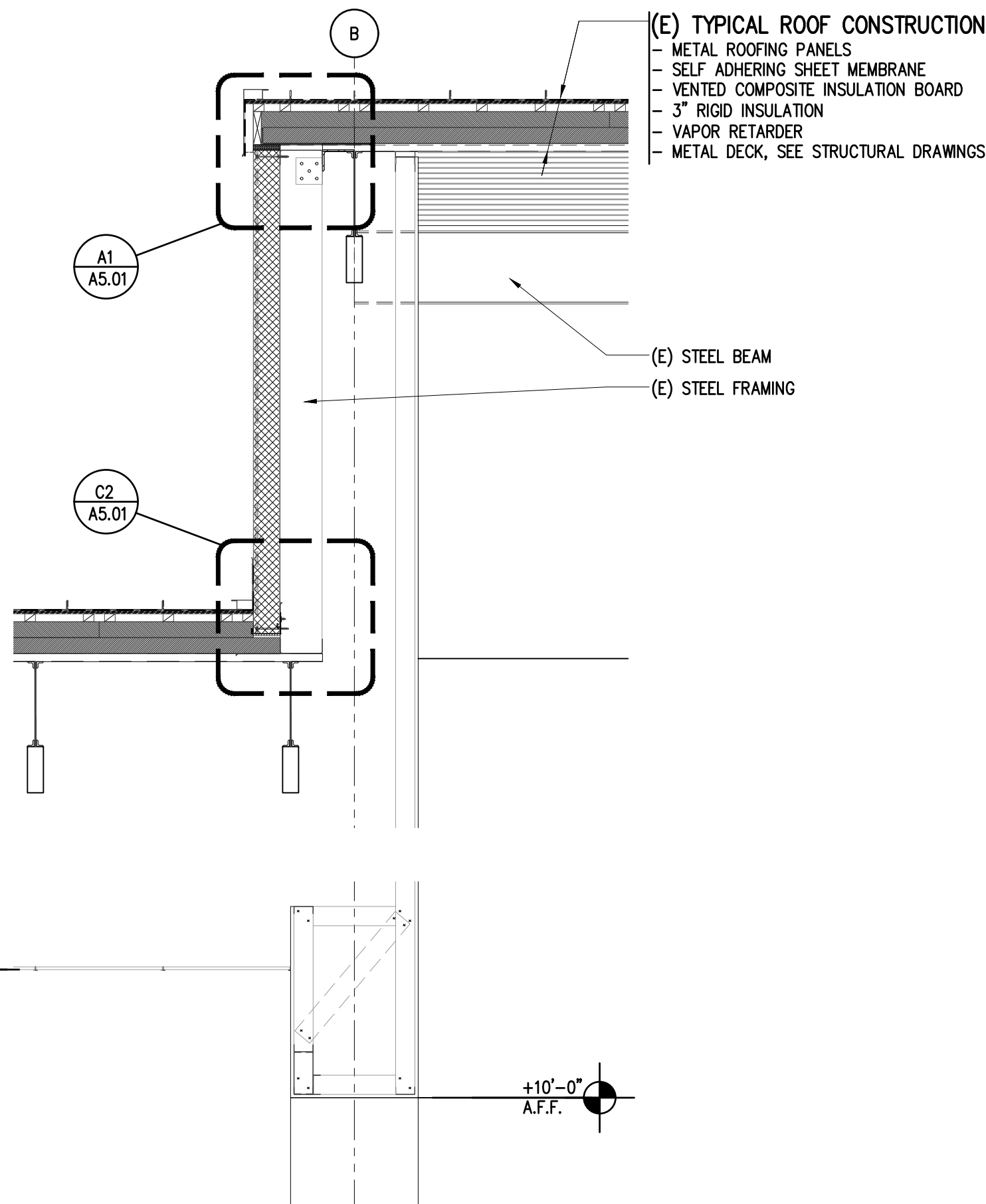
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BUILDING SECTION

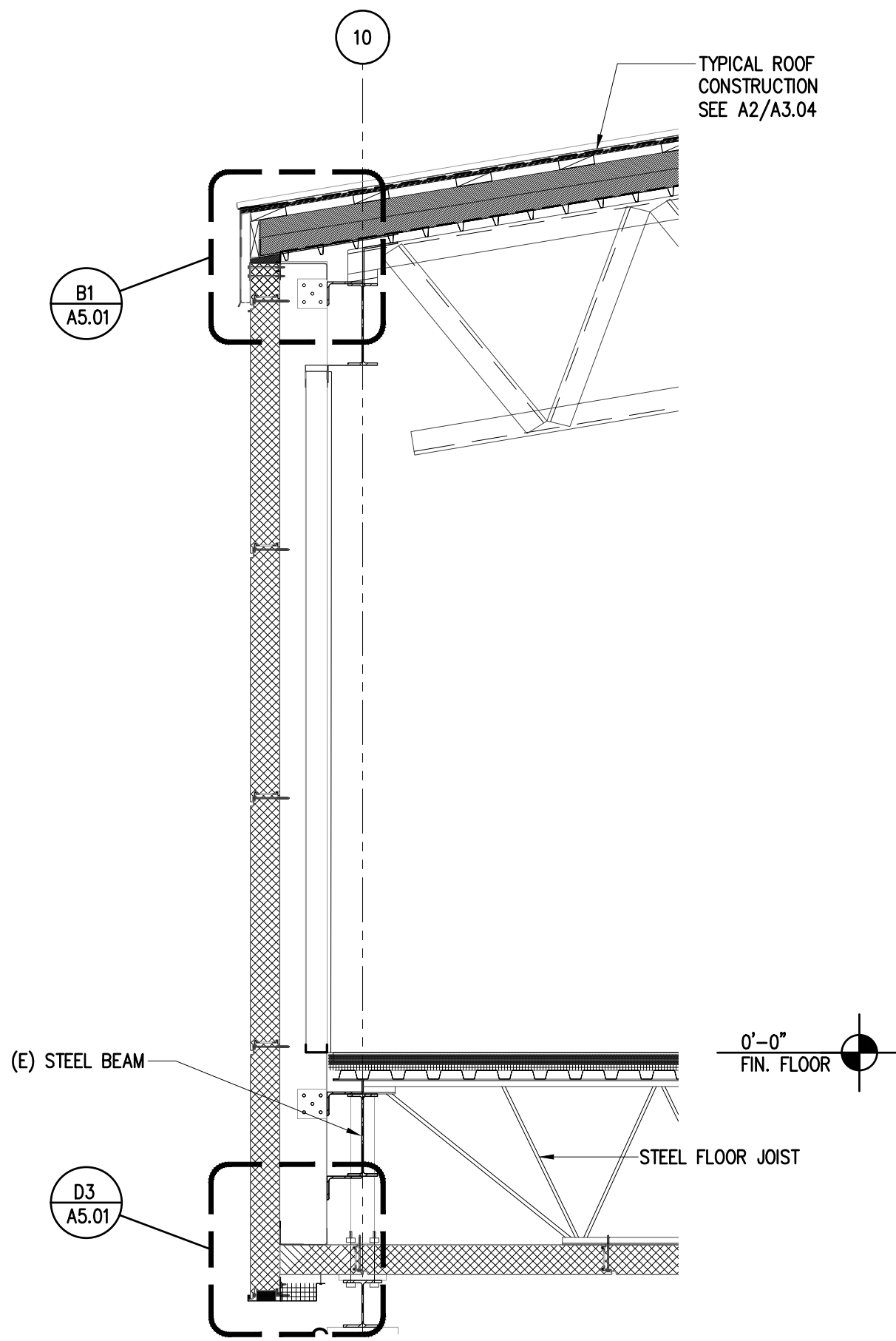
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A3.04

WALL SECTION

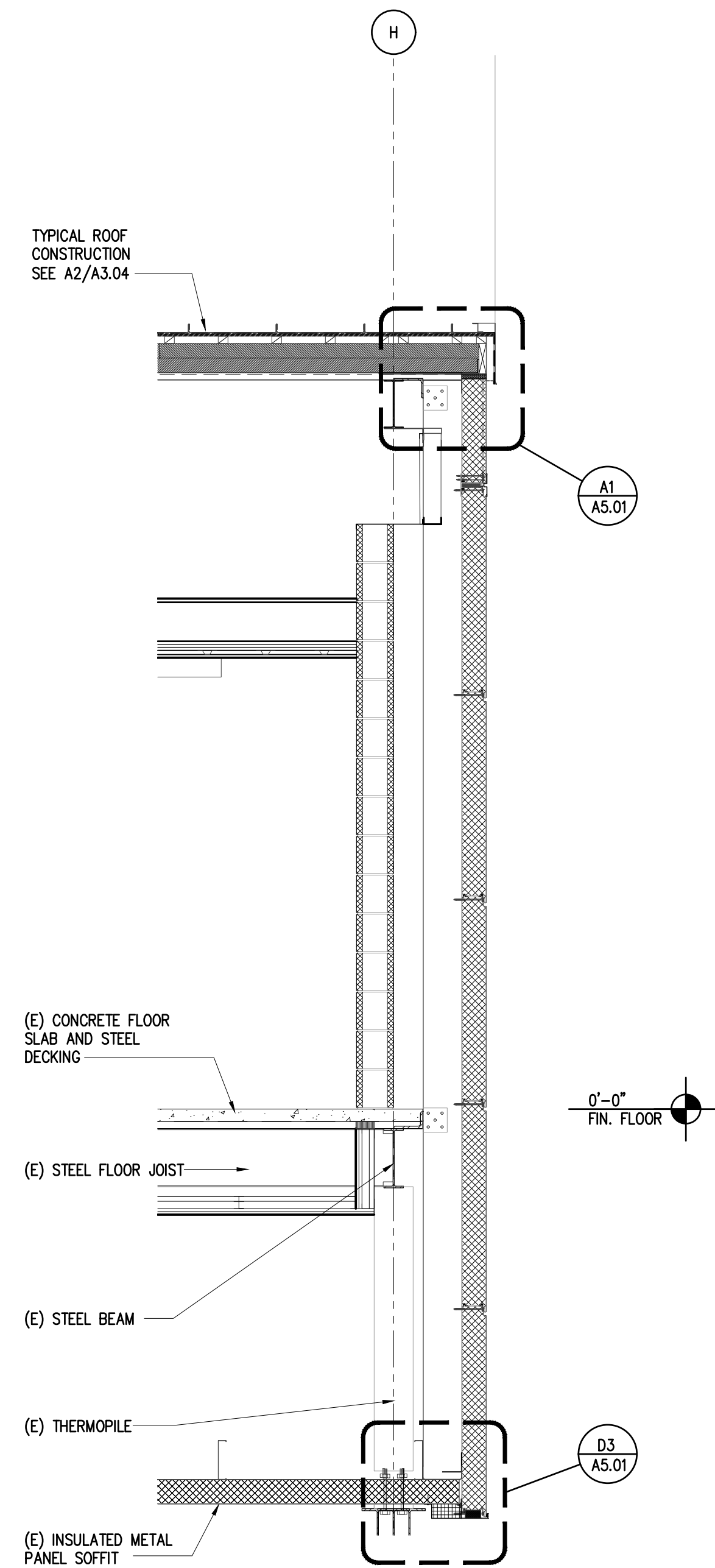
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A3
A3.04

WALL SECTION

SCALE: 1/2" = 1'-0"



A4
A3.04

WALL SECTION

SCALE: 1/2" = 1'-0"

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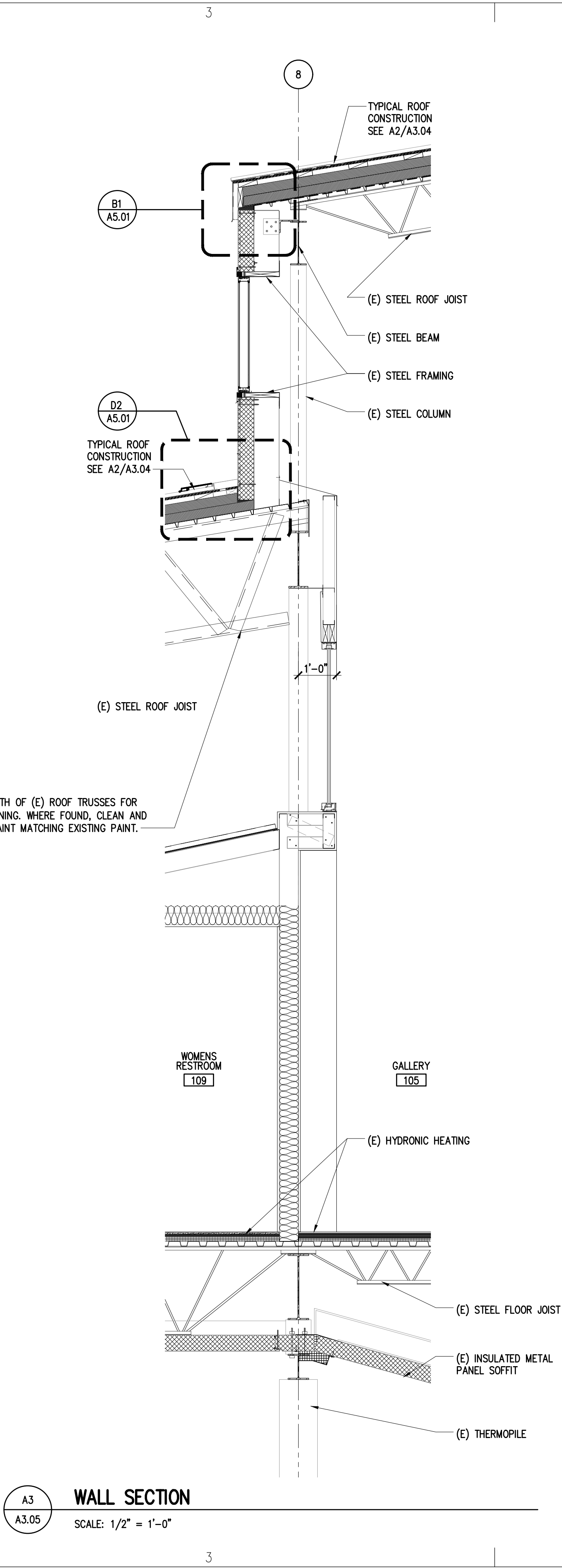
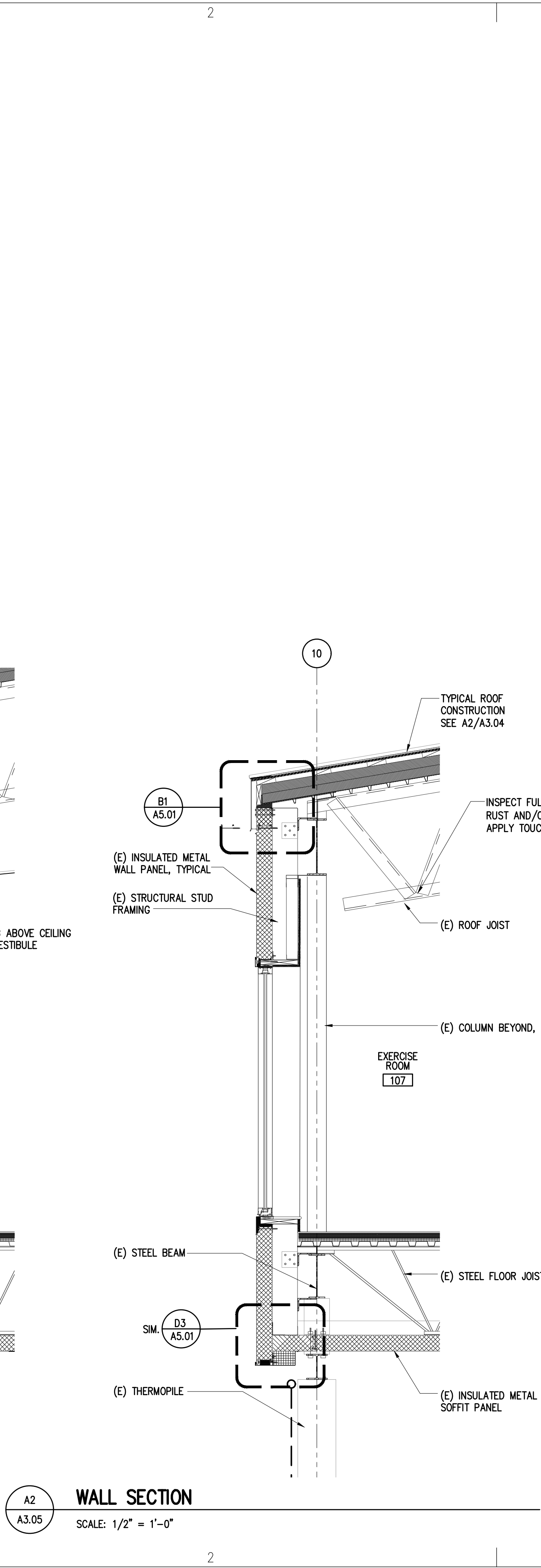
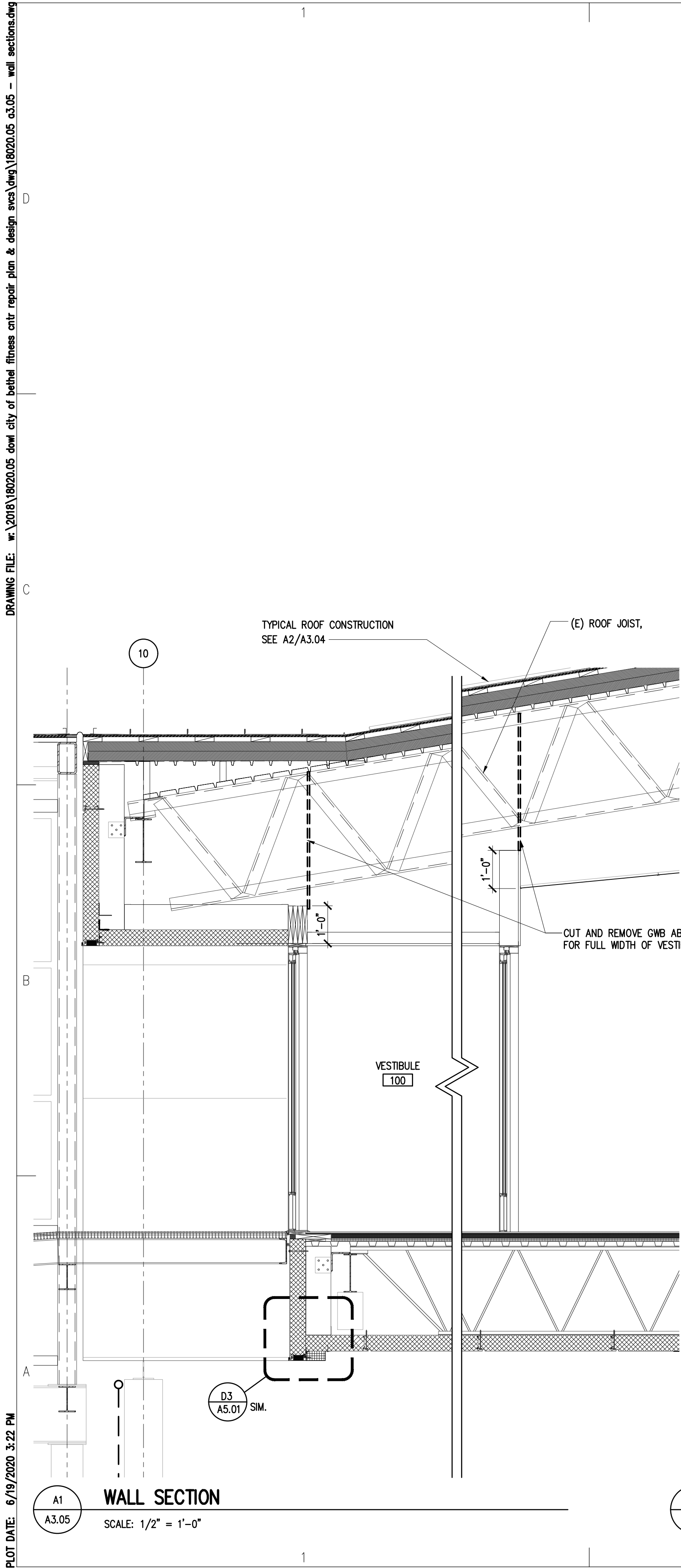
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Sheet Contents	
BUILDING SECTION AND WALL SECTIONS	

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City of Bethel

YUKON KUSKOKWIM FITNESS CENTER

REPAIRS AND UPGRADES

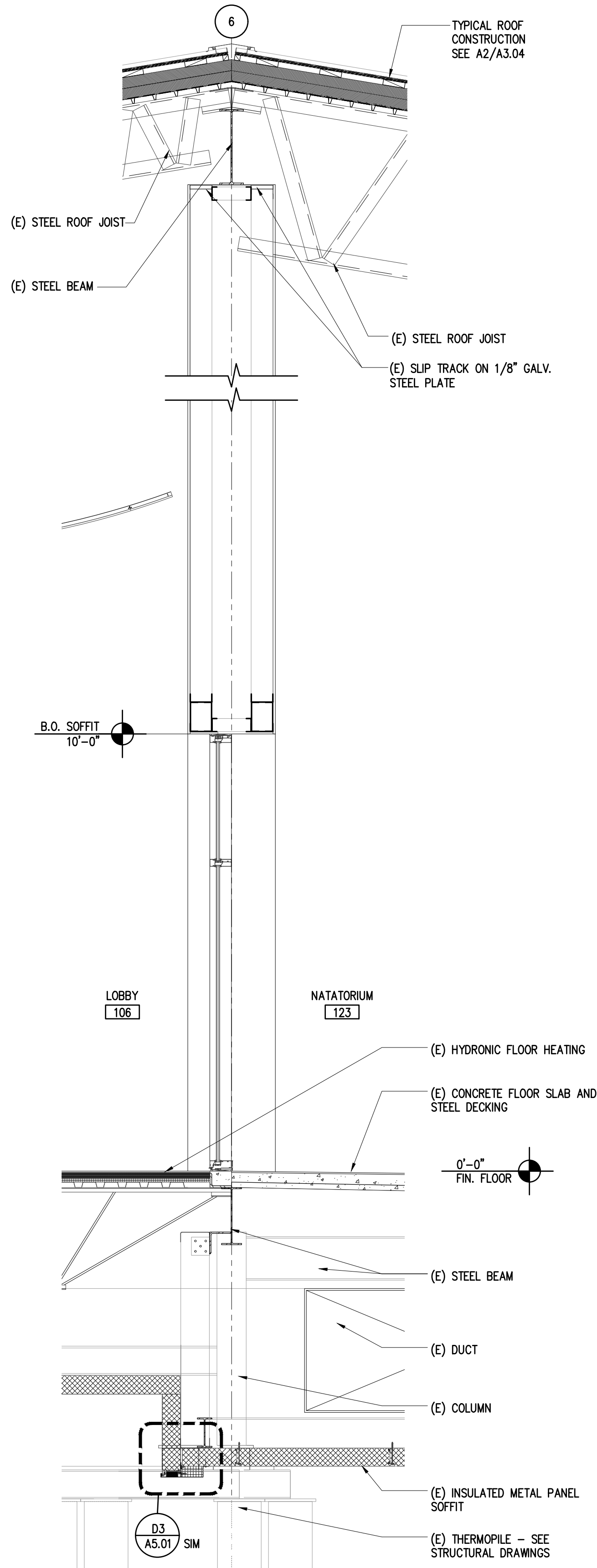
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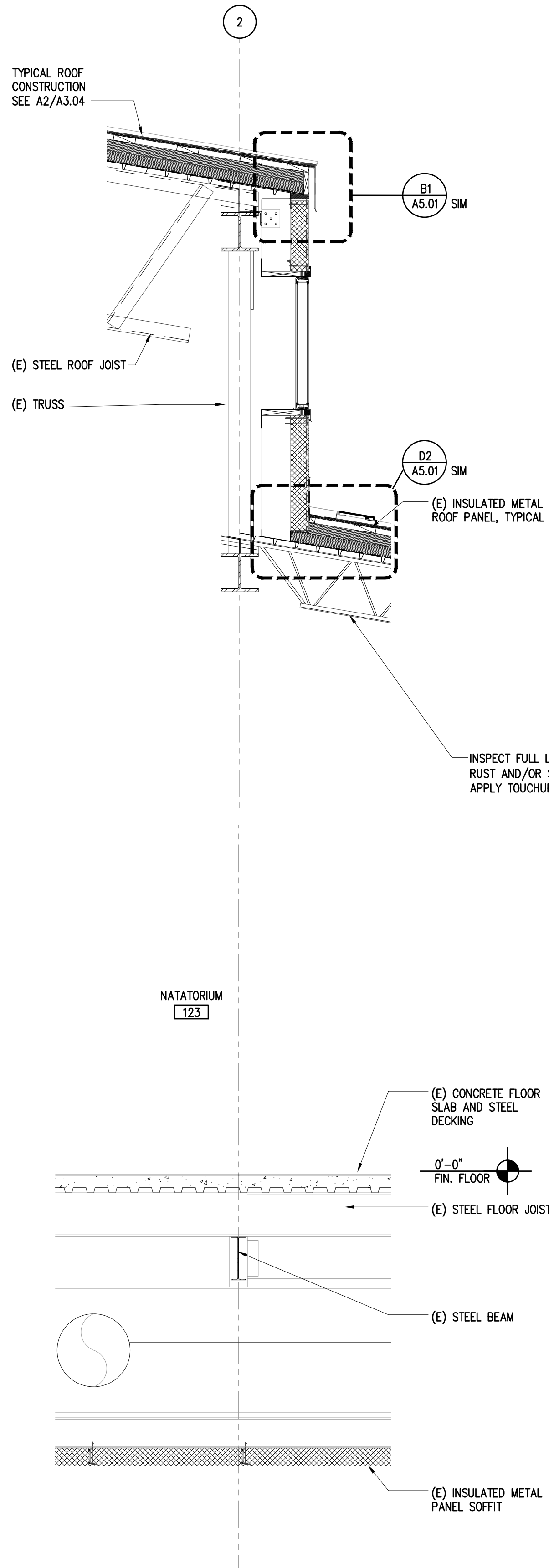
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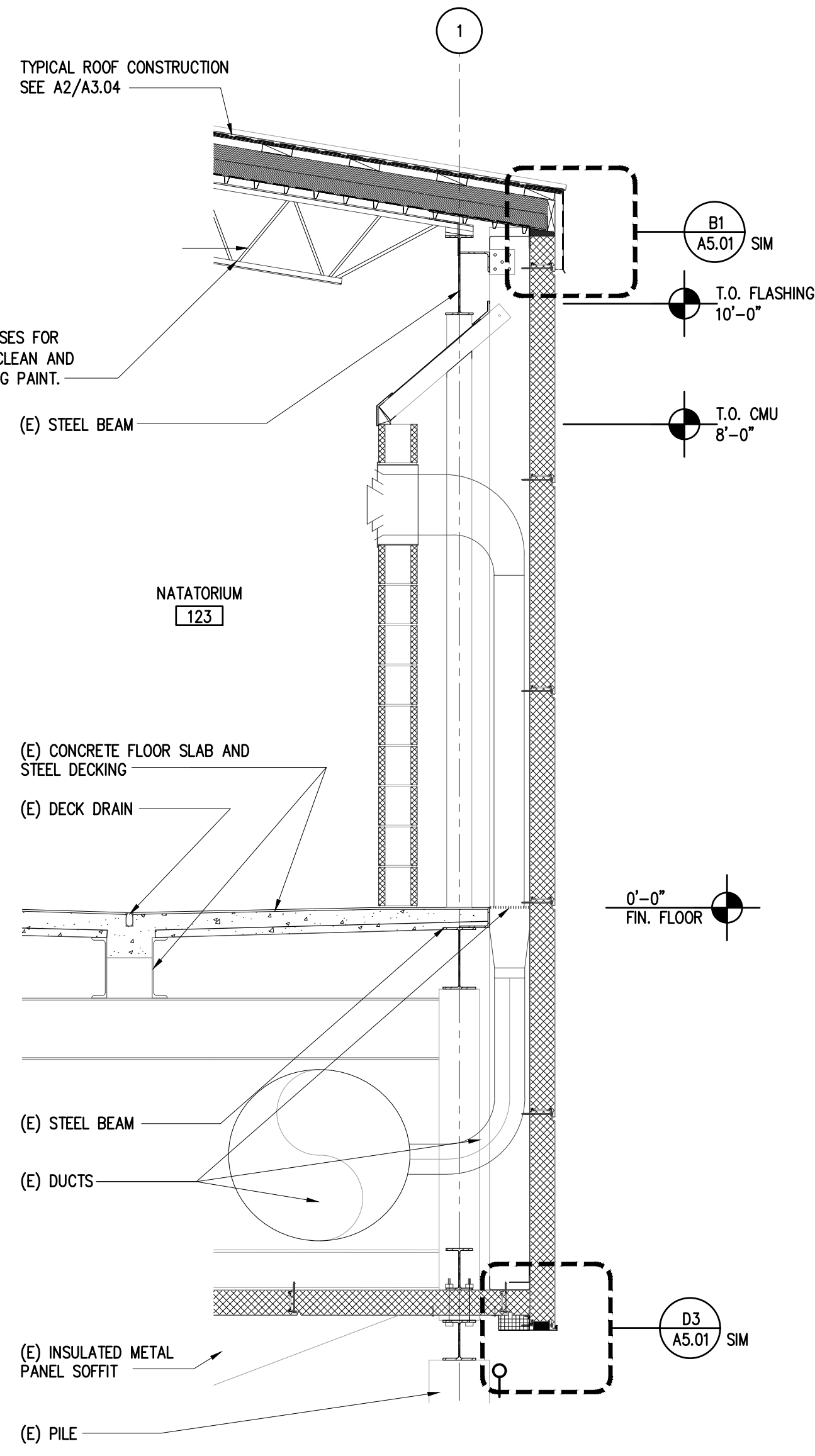
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WALL SECTION
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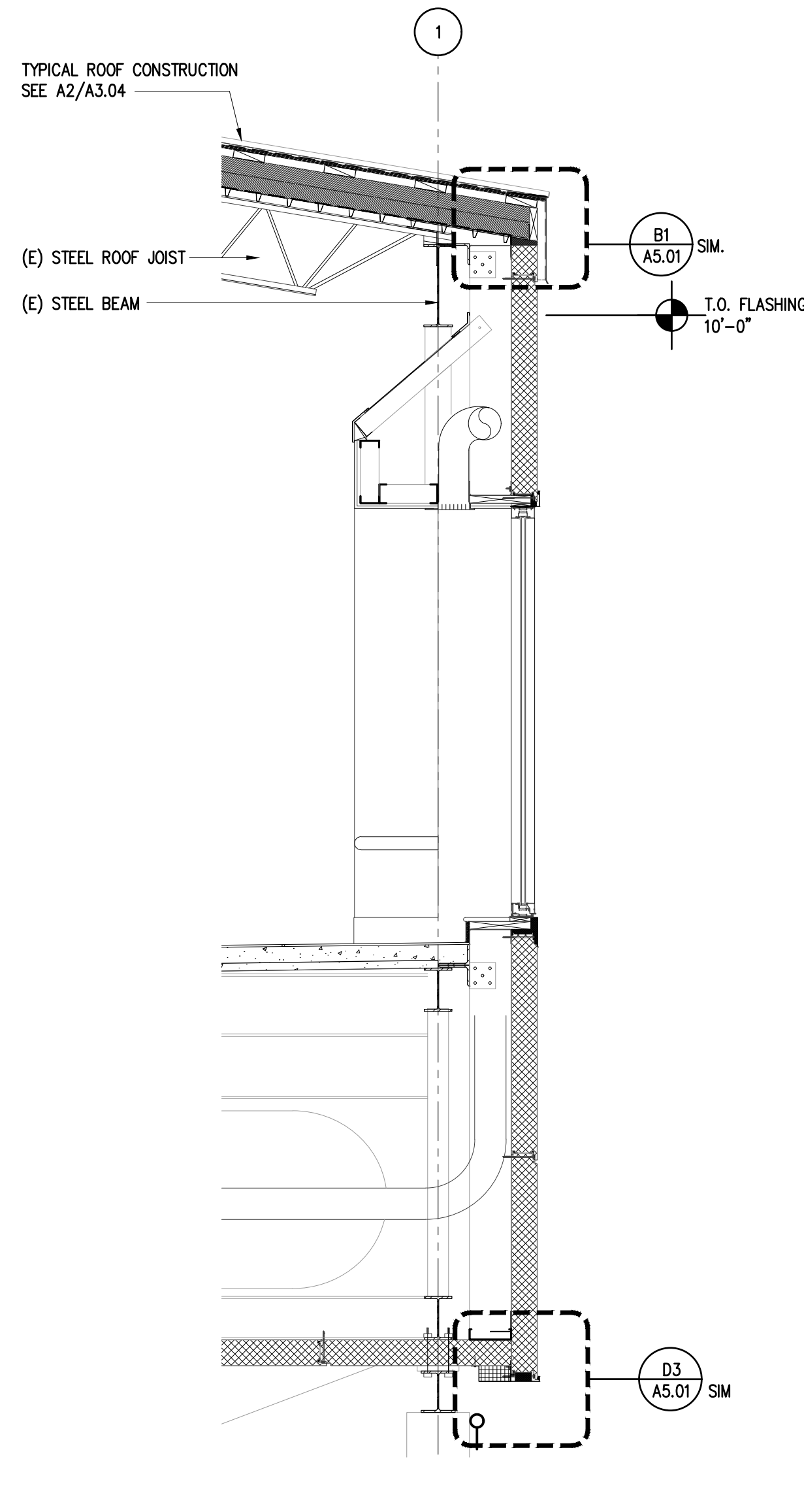
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A3
A3.06

WALL SECTION
SCALE: 1/2" = 1'-0"



A4
A3.06

WALL SECTION
SCALE: 1/2" = 1'-0"



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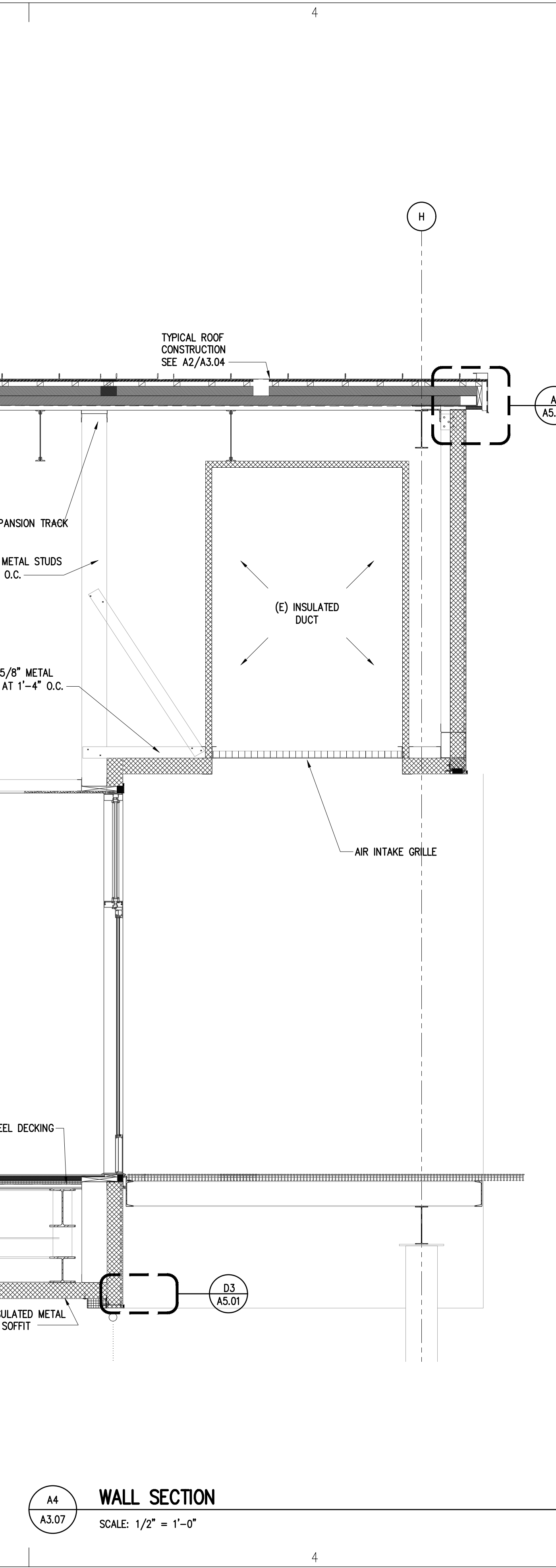
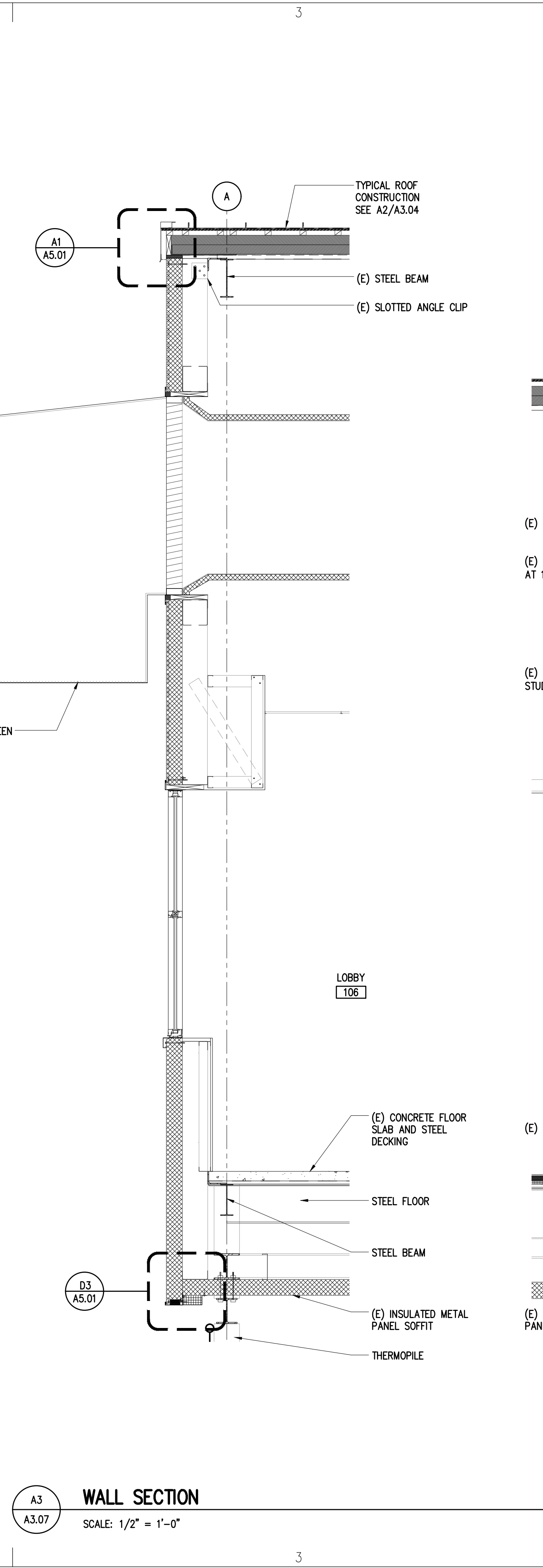
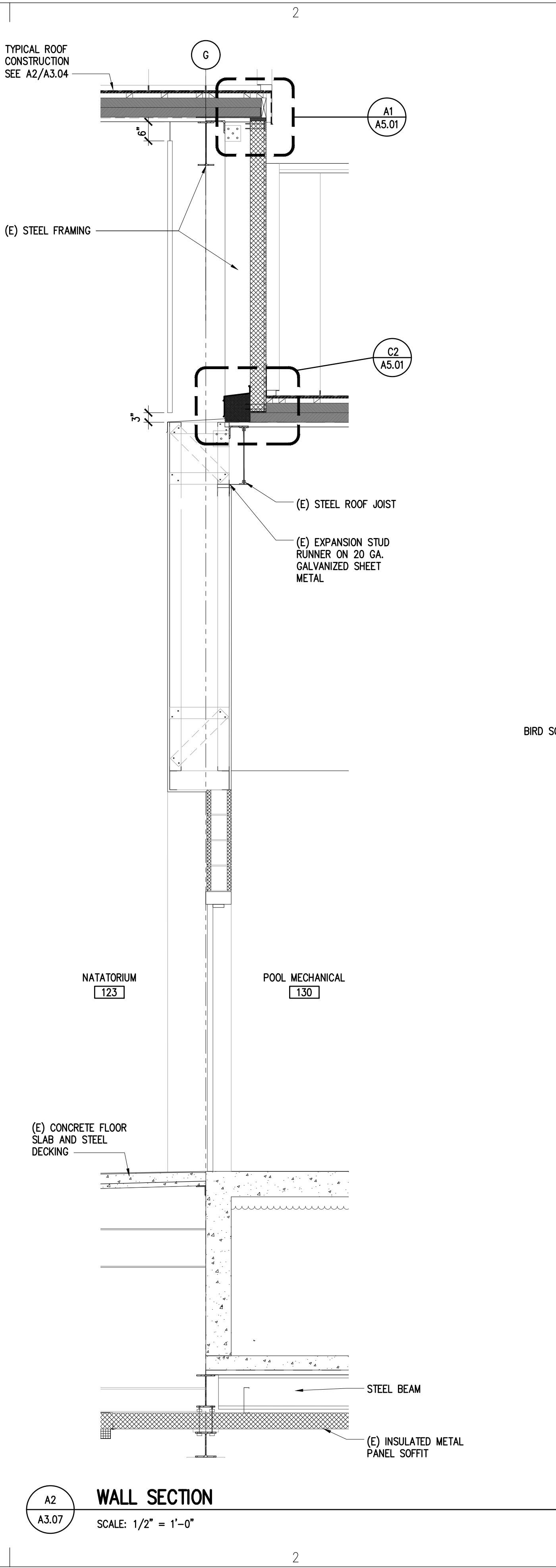
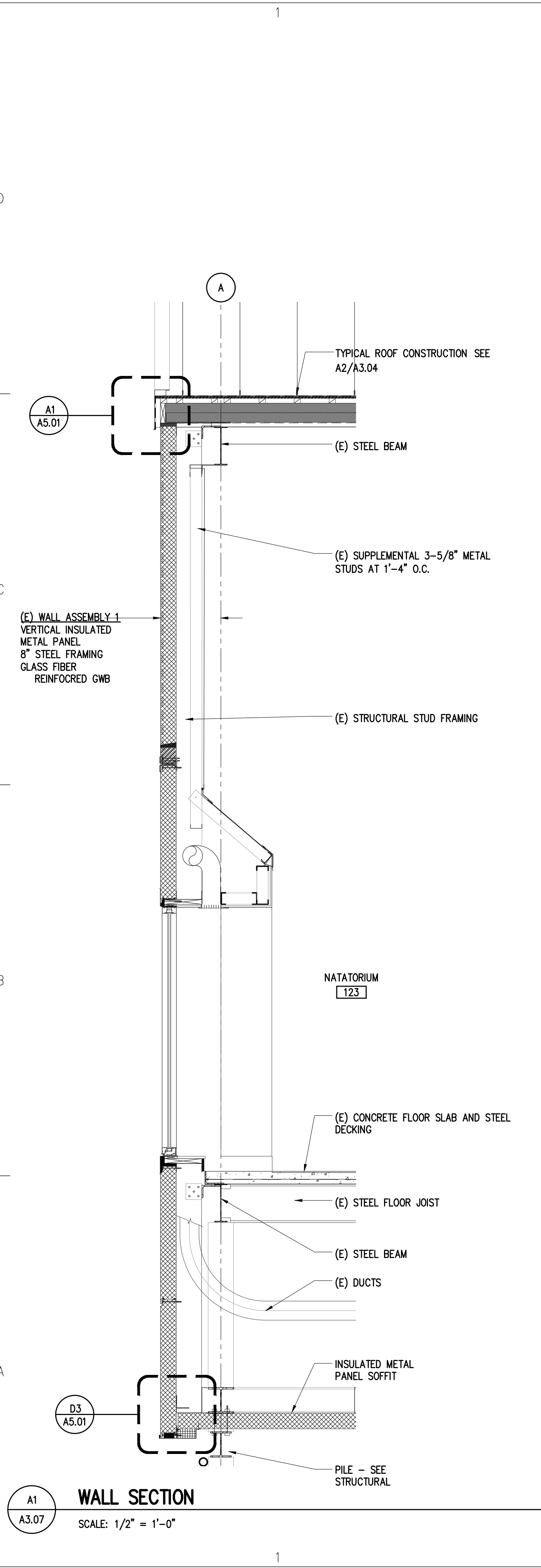
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No.	Description	Date

Drawn by SAS	Date 19 JUNE 2020
Checked DLM	Job No. 18020.05

Sheet Contents
WALL SECTIONS

Category	Sheet No.
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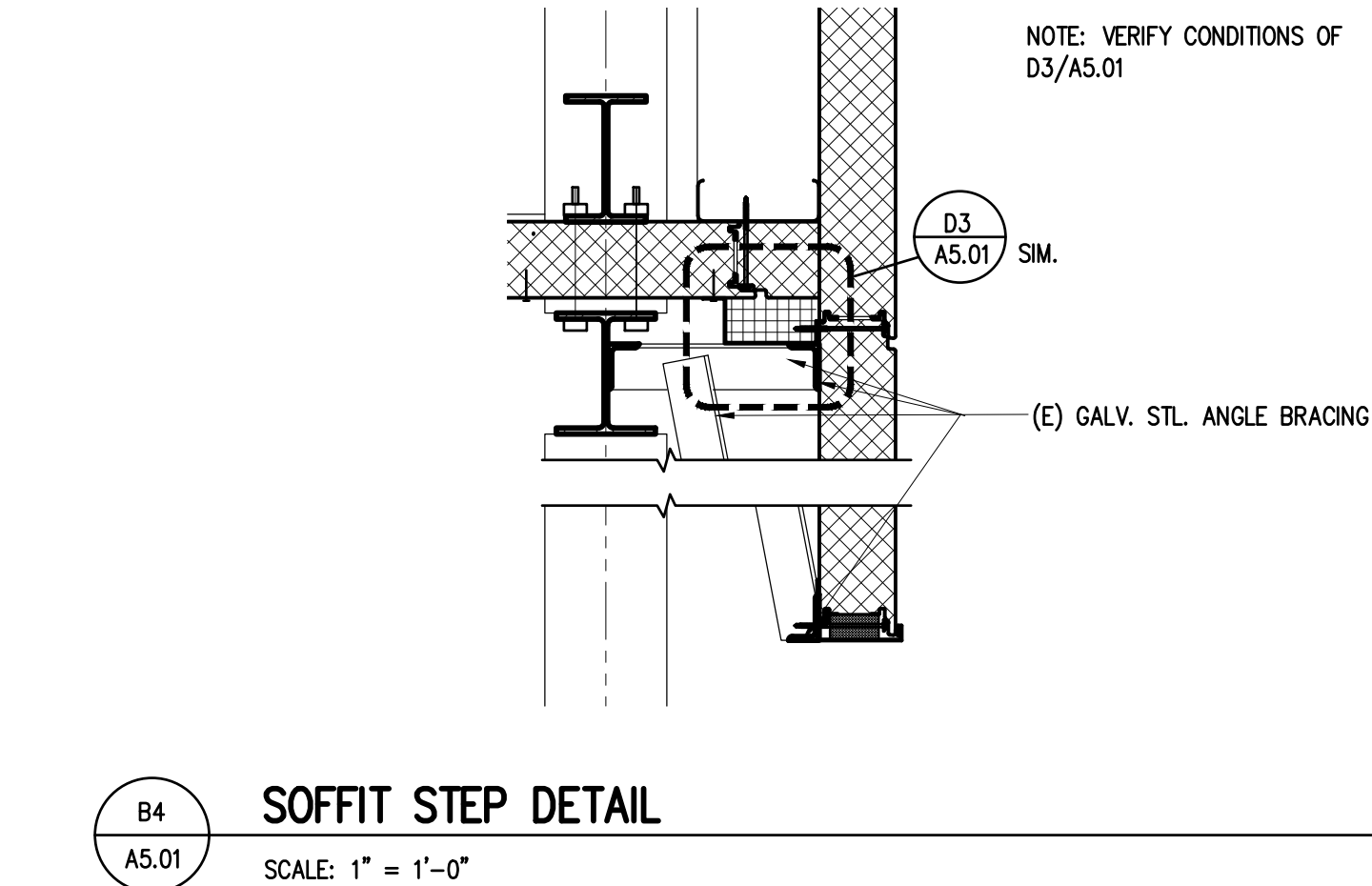
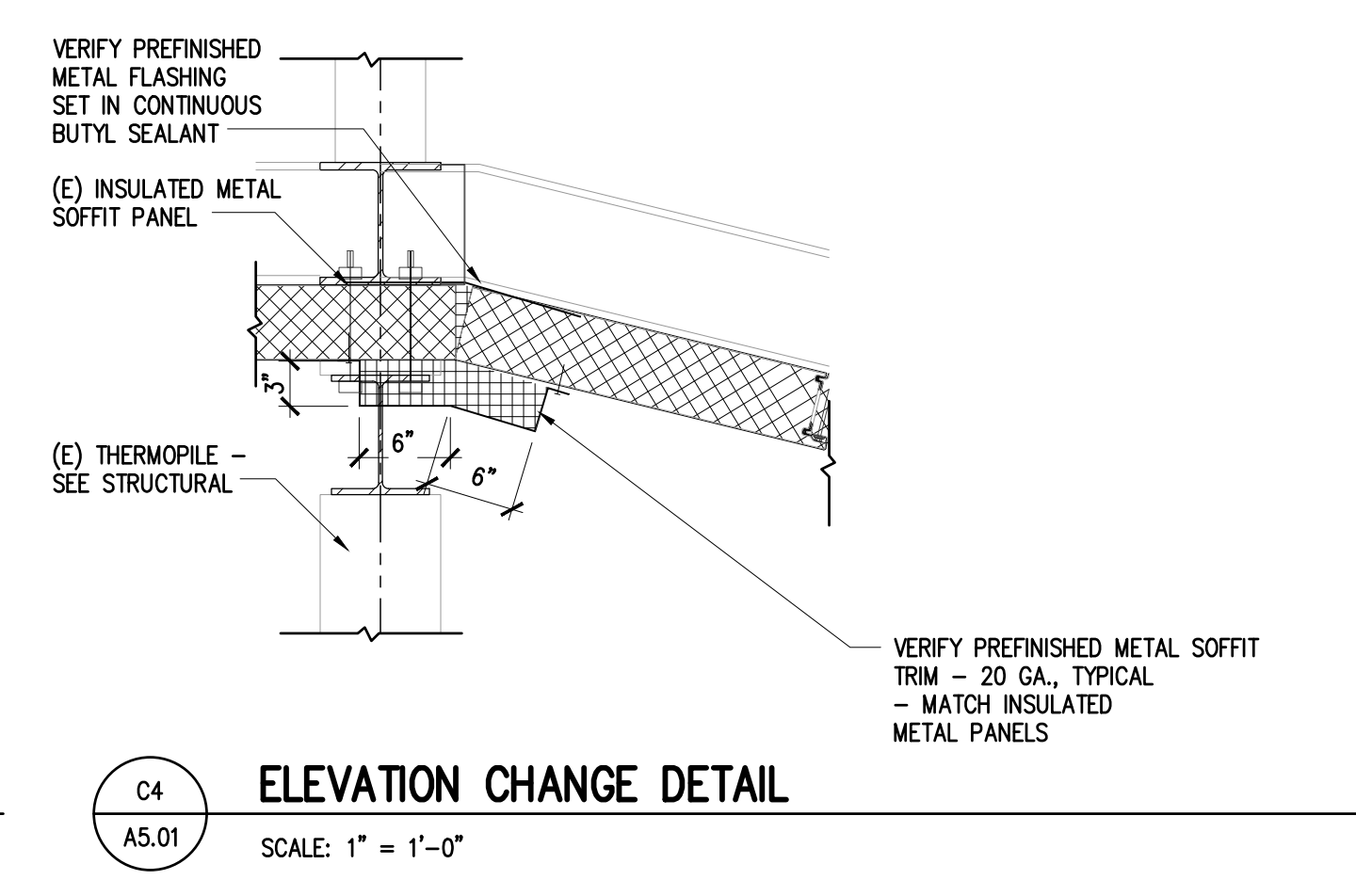
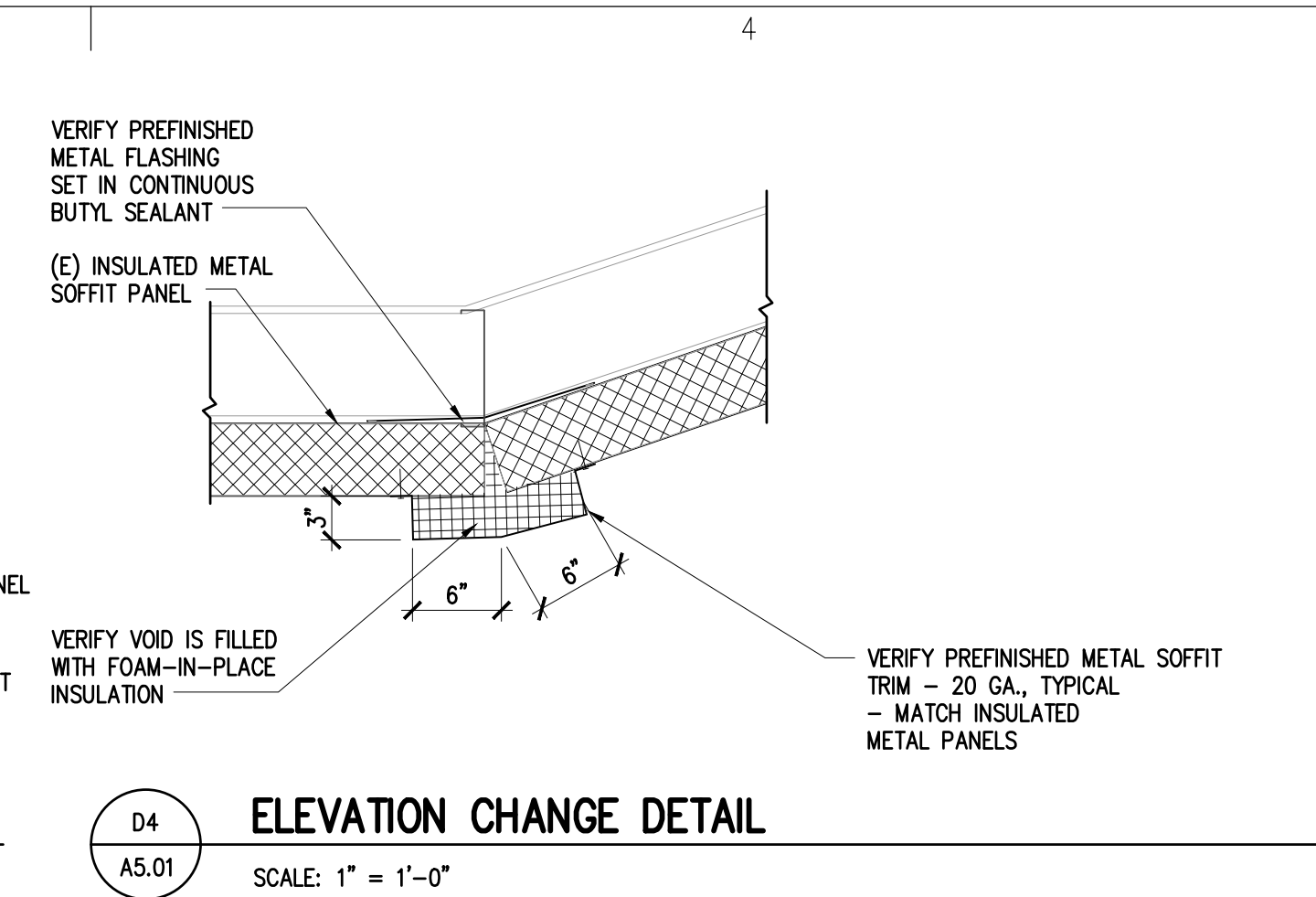
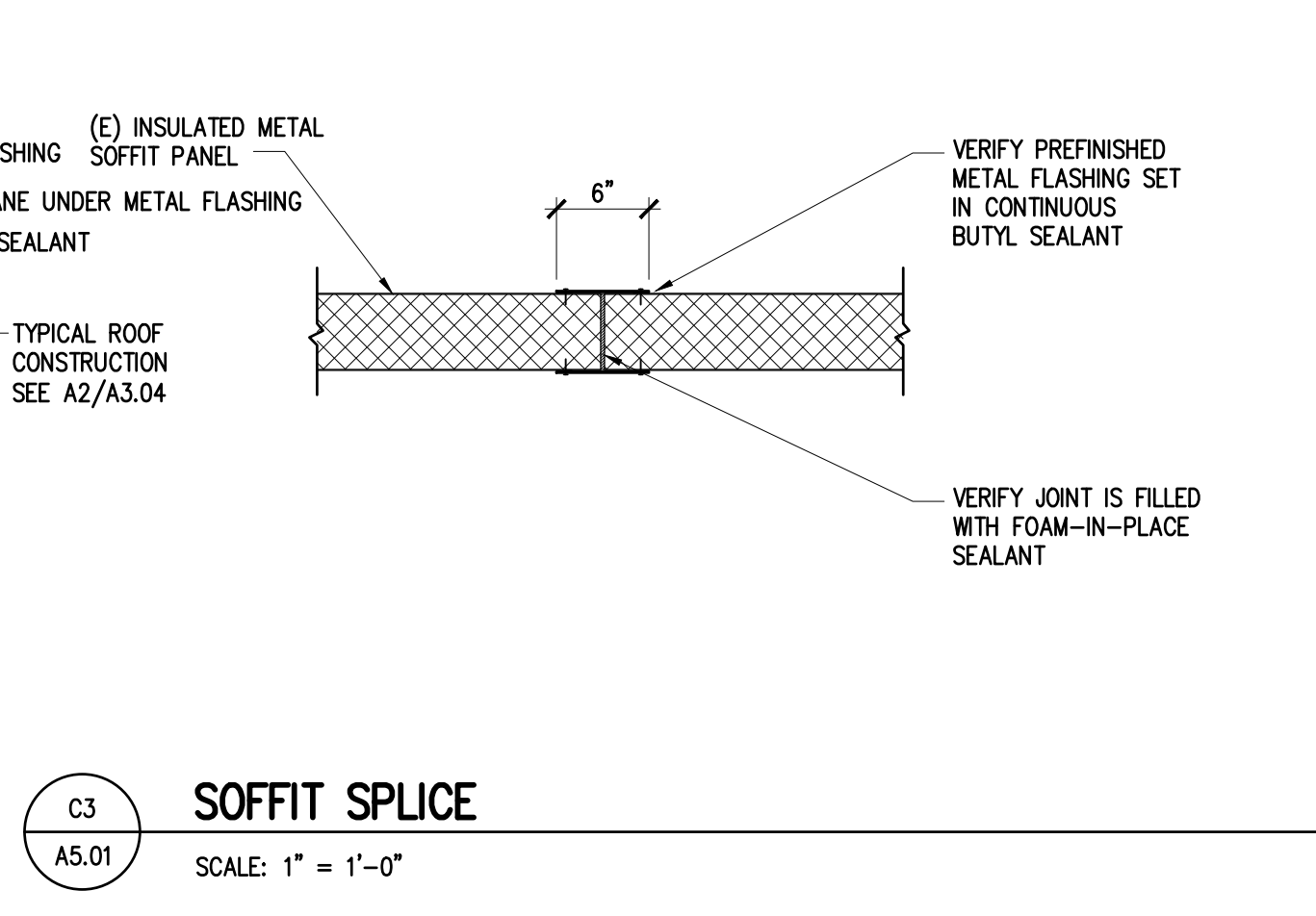
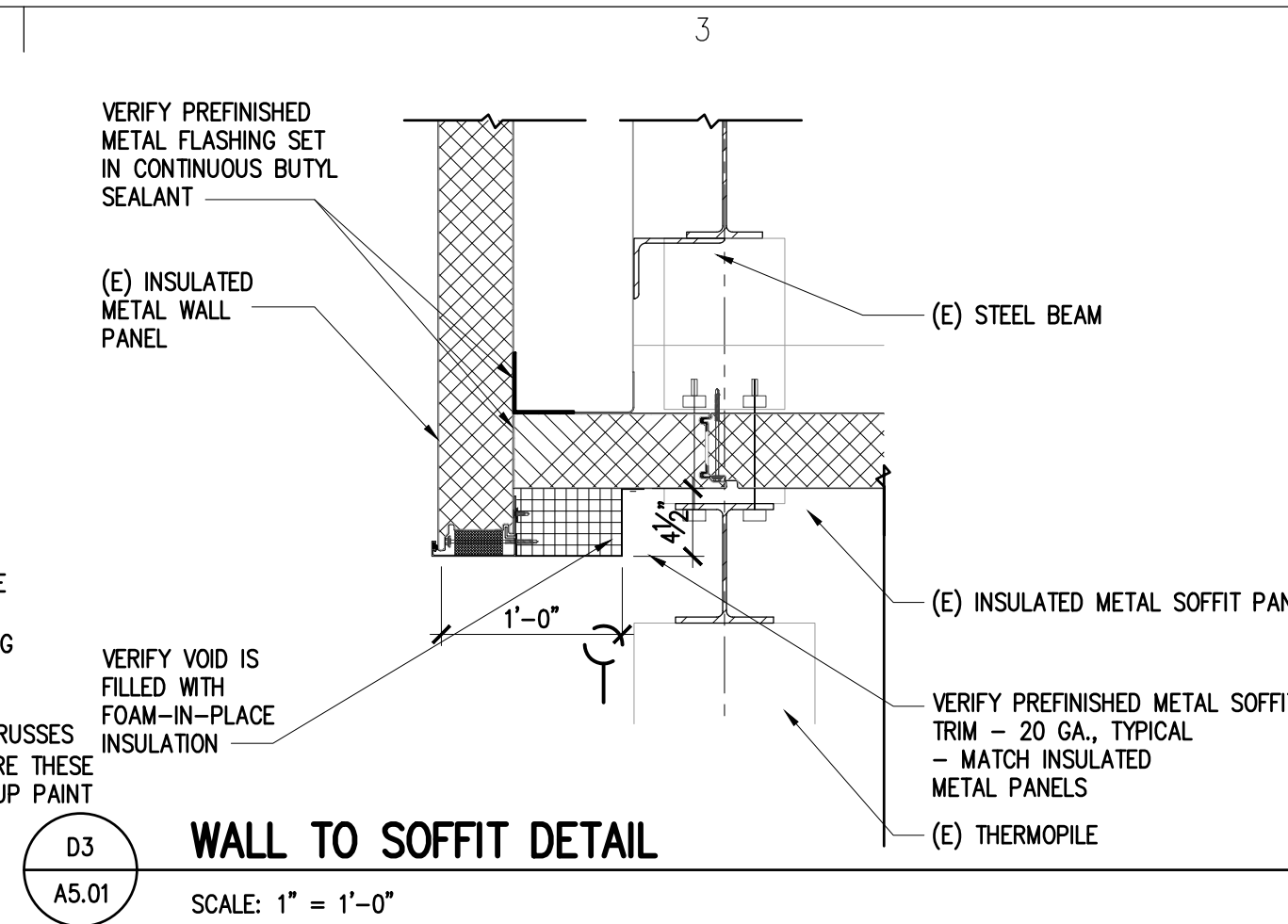
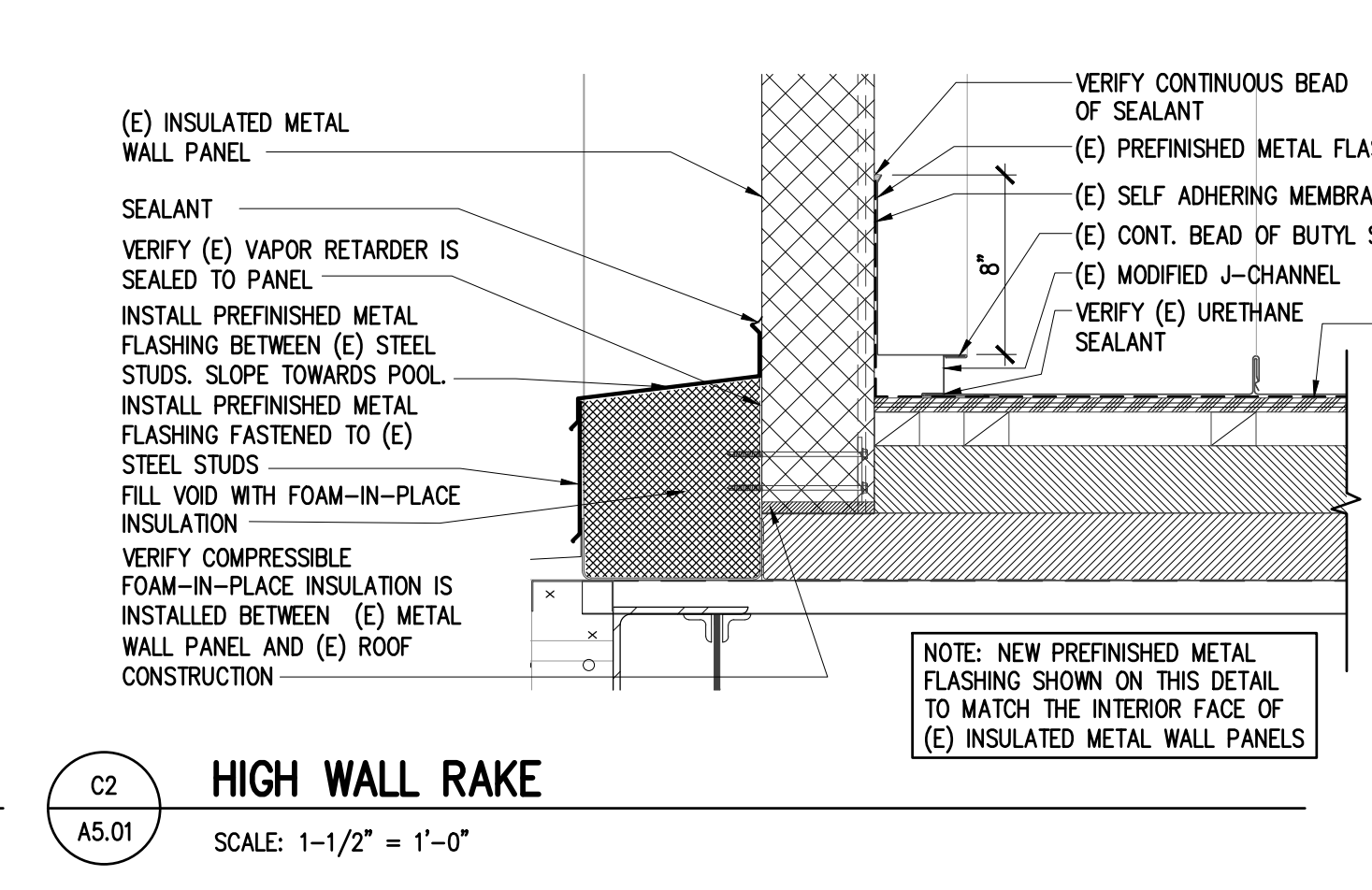
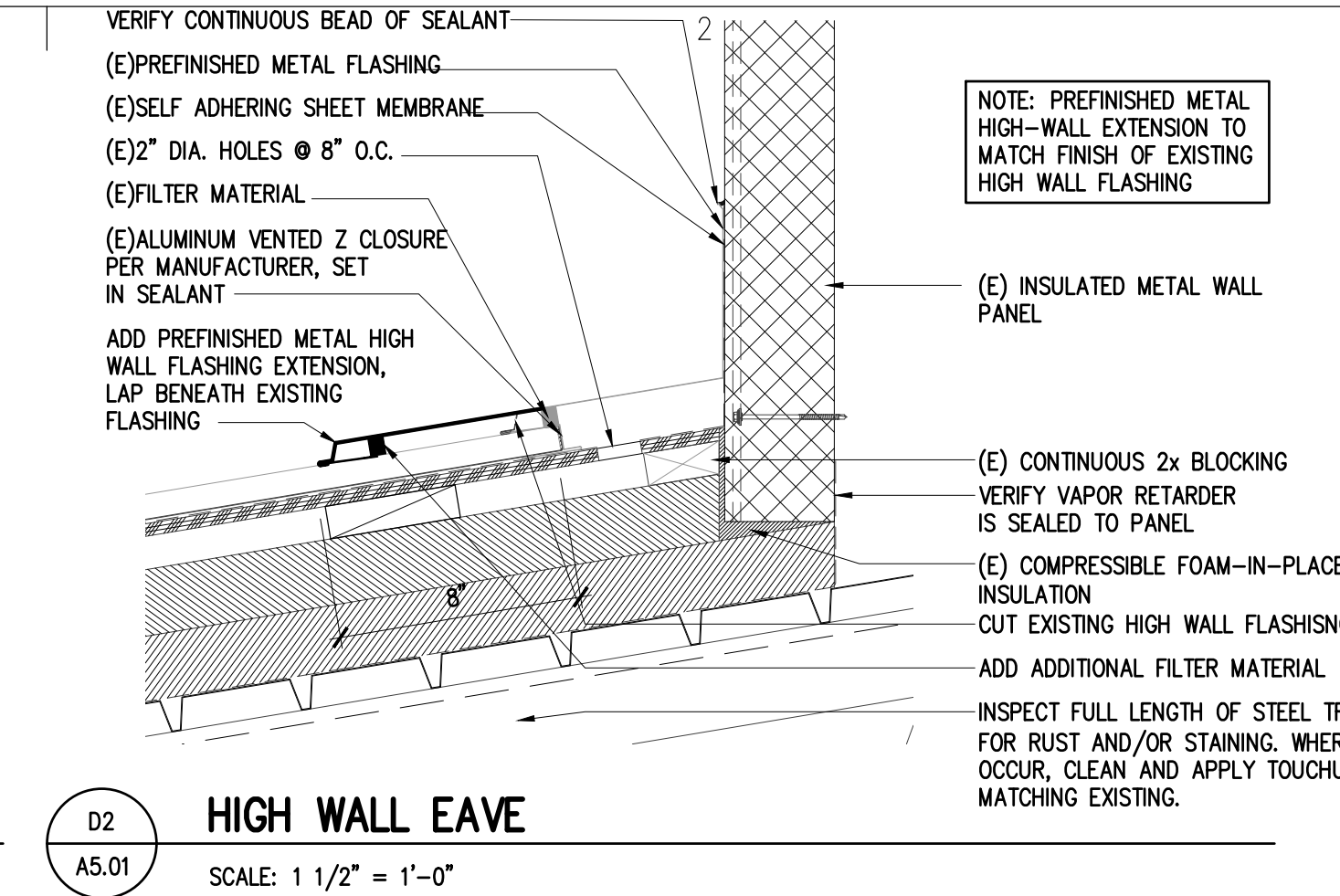
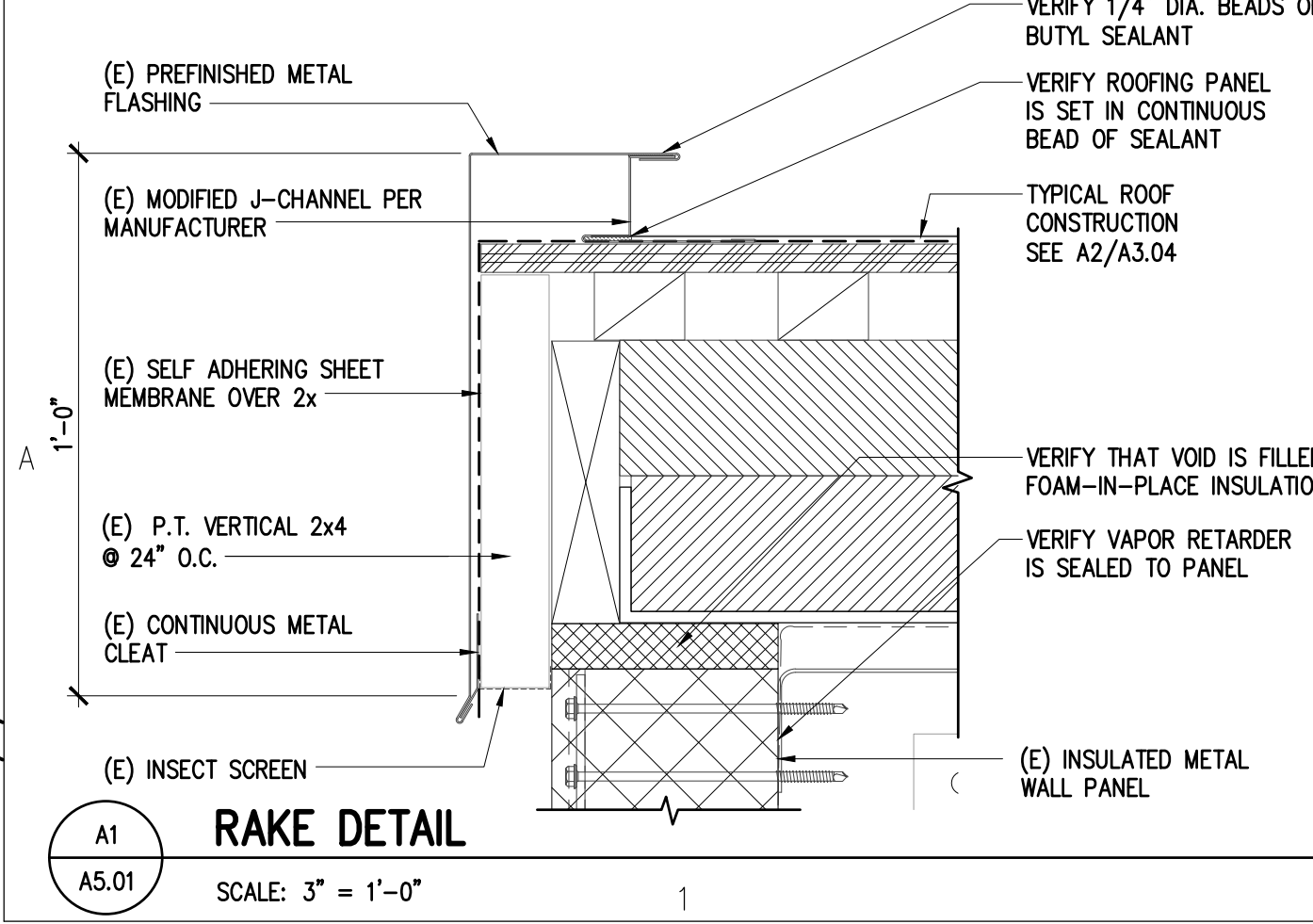
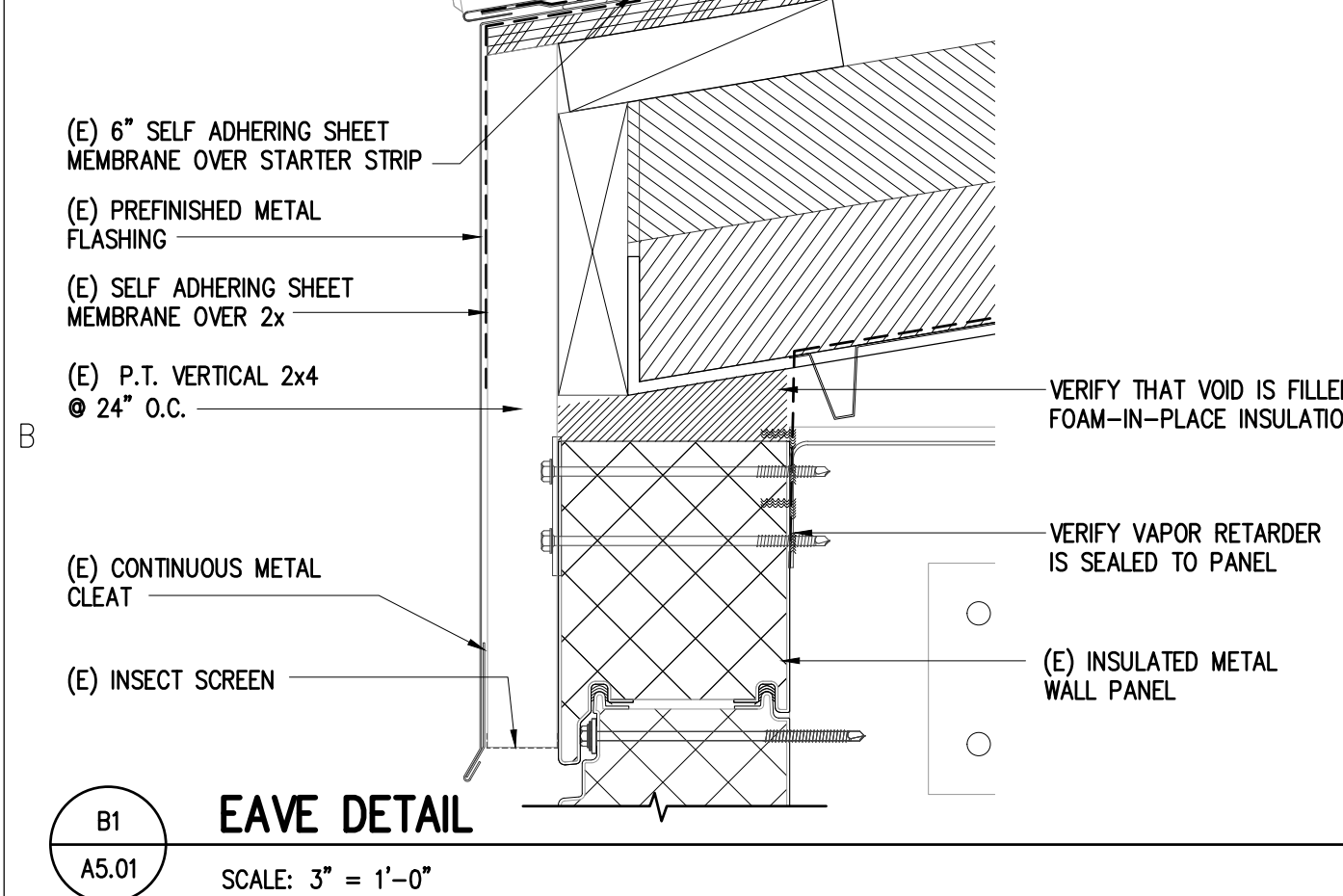
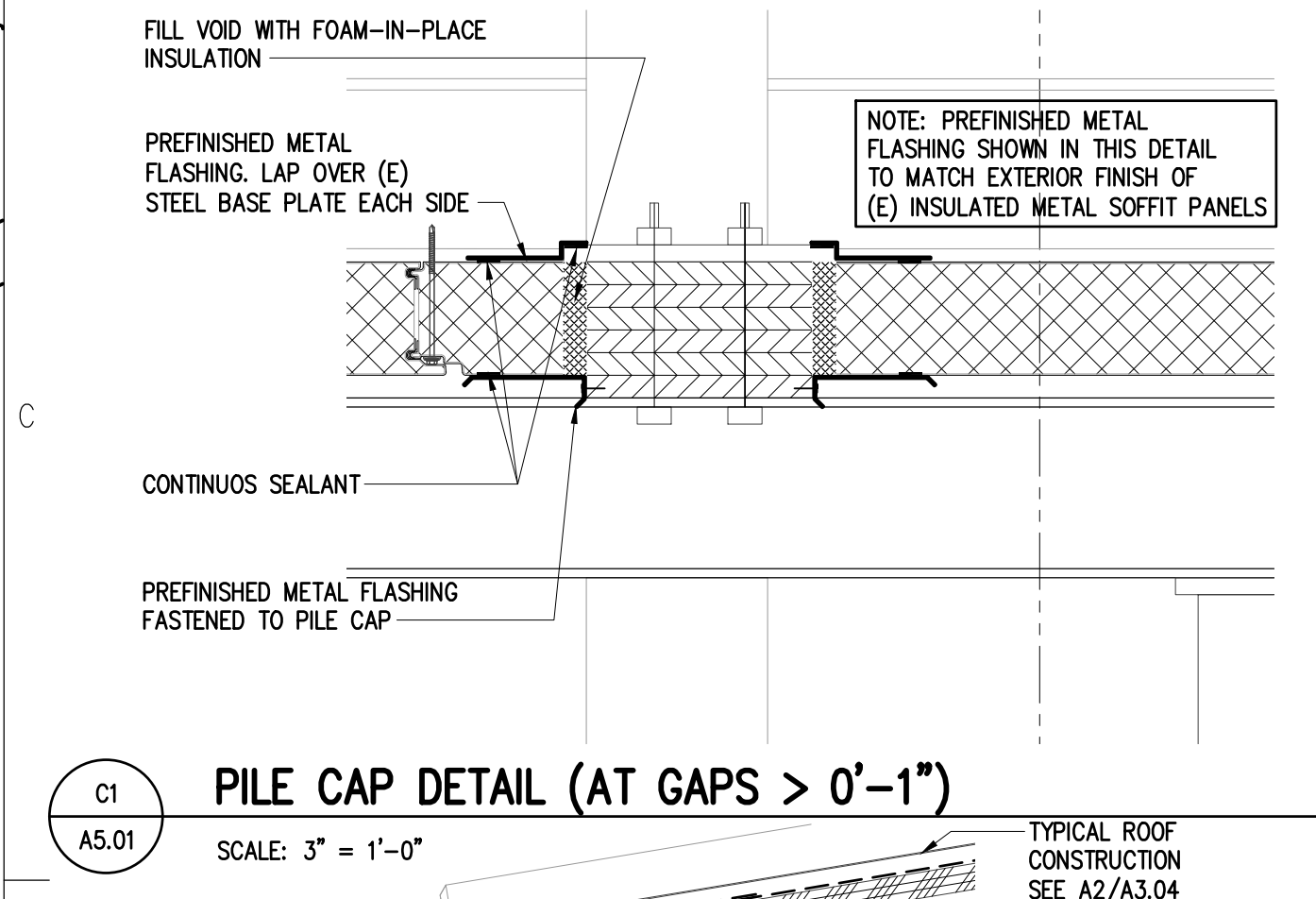
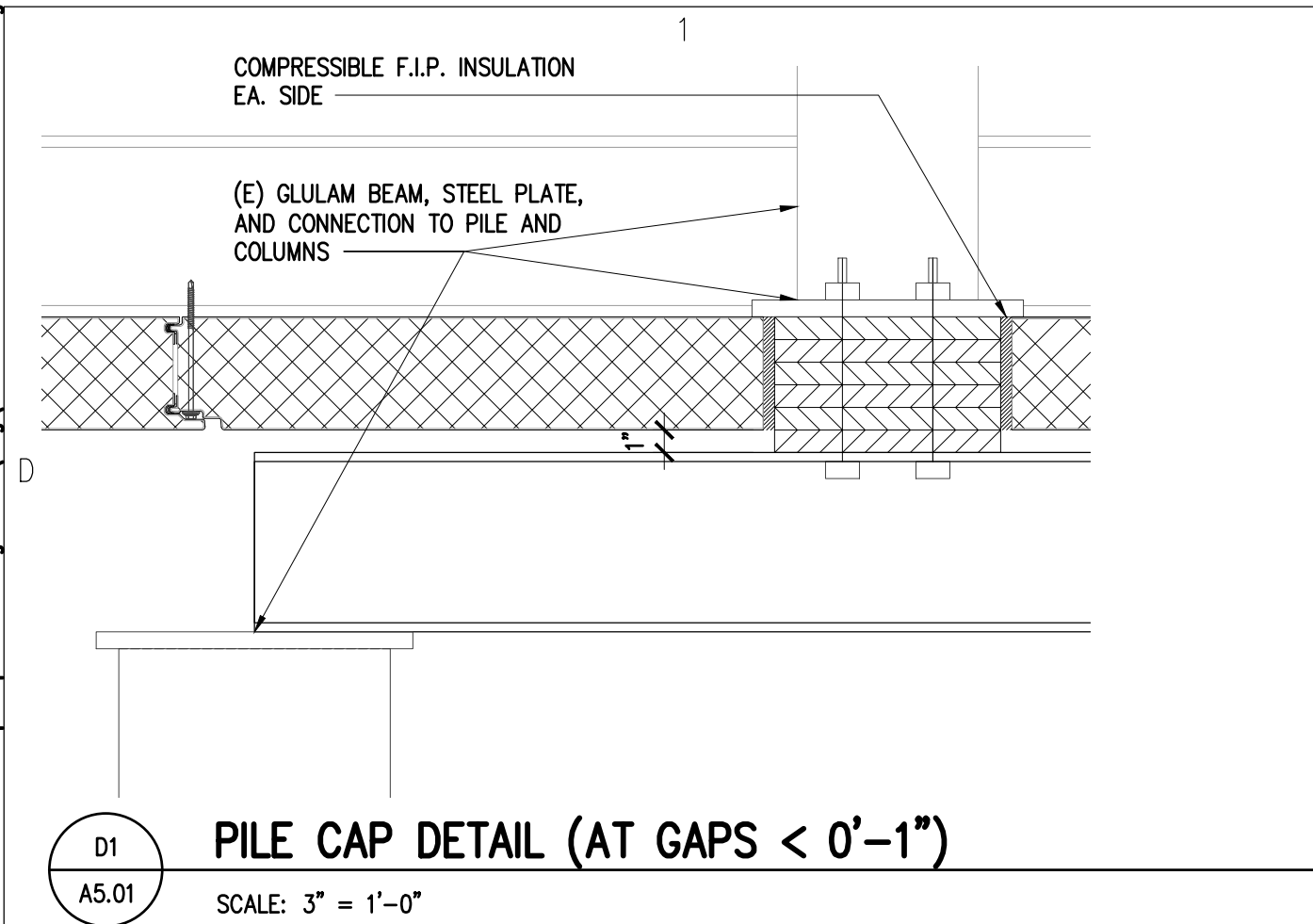
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No.	Description	Date

Drawn by SAS	Date 19 JUNE 2020
Checked DLM	Job No. 18020.05

Sheet Contents WALL SECTIONS	
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Category A	Sheet No. 3.07
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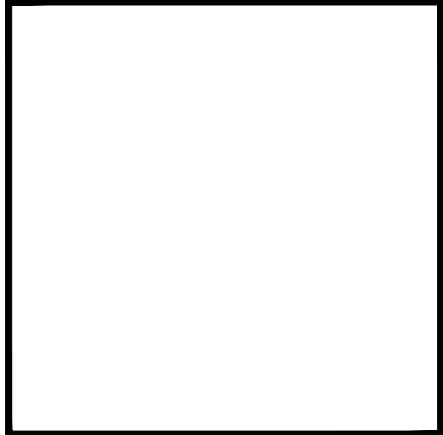
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Bethel, Alaska

Revisions		
No.	Description	Date

Drawn by SAS	Date 19 JUNE 2020
Checked DLM	Job No. 18020.05

Sheet Contents
EXTERIOR DETAILS

Category A	Sheet No. 5.01
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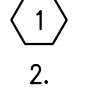
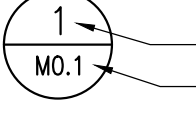
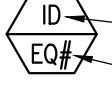
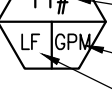
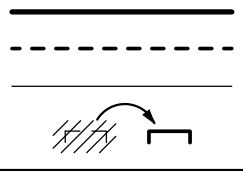
Terminal Heating Unit Schedule									
Symbol	Location	Output (MBH) (1)	Fluid	Flow (GPM)	Max WPD (FT)	Fluid Temp In/Out (DEG F)	Motor (HP,V,PH)	Weight (LBS)	Remarks, Basis of Design
UH-1	UNDERFLOOR NORTH	34.4	WATER	3.0	0.6	190/160	1/12,115,1	45	HORIZONTAL UNIT HEATING: 1120 CFM, AIR DEFLECTORS, SAFETY GUARD. MODINE HC-63
UH-2	UNDERFLOOR NORTH	34.4	WATER	3.0	0.6	190/160	1/12,115,1	45	SAME AS UH-1.
FT-1	SEE PLANS	820.0 BTU/LF	WATER	-	-	190/160	-	-	SINGLE TIER BARE FINNED TUBE: 3/4" COPPER TUBING, 3-1/4"X3-1/4" ALUMINUM FINS, 50 FINS/FOOT, 9" MOUNTING HEIGHT. STERLING BARE C3/4-35

ABBREVIATIONS

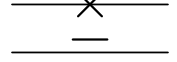
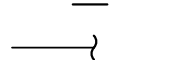
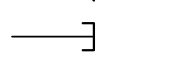
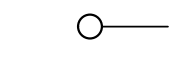
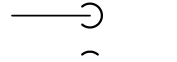
@ AND # PERCENT AD ACCESS DOOR AAP AREA ALARM PANEL ADA AMERICANS WITH DISABILITIES ACT AFF ABOVE FINISHED FLOOR AFG ABOVE FINISHED GRADE AHJ AUTHORITY HAVING JURISDICTION AHU AIR-HANDLING UNIT ALT ALTERNATE AMB AMBIENT AMCA AIR MOVEMENT AND CONTROL ASSOCIATION ANSI AMERICAN NATIONAL STANDARDS INSTITUTE APD AIR PRESSURE DROP APPROX APPROXIMATE AR ACID RESISTANT ARCH ARCHITECTURAL ASME AMERICAN SOCIETY OF MECHANICAL ENGINEERS ATM ATMOSPHERE AUTO AUTOMATIC AVG AVERAGE AWG AMERICAN WIRE GAUGE BAS BUILDING AUTOMATION SYSTEM BDD BACKDRAFT DAMPER BHP BRAKE HORSEPOWER, BOILER HORSEPOWER BLDG BUILDING BLW BELOW BOD BOTTOM OF DUCT BOP BOTTOM OF PIPE BTU BRITISH THERMAL UNIT BTUH BTU PER HOUR C COMMON, CONDENSATE C-C CENTER TO CENTER CAP CAPACITY, END CAP CCW COUNTER-CLOCKWISE CF COOLING FAN, CIRCULATING FAN, CUBIC FOOT CFM CUBIC FEET PER MINUTE CI CAST IRON CL CENTER LINE CLG CEILING CMPR COMPRESSOR COEF COEFFICIENT CONC CONCRETE COND CONDENSER CTR CENTER CU COPPER, CONDENSING UNIT CU IN CUBIC INCH CV VALVE FLOW COEFFICIENT CW CLOCKWISE DB DECIBEL DBT DRY-BULB TEMPERATURE DDC DIRECT DIGITAL CONTROL DEG OR ° DEGREE DEG C DEGREE CENTIGRADE DEG F DEGREE FAHRENHEIT DEMO DEMOLITION DENS DENSITY DGM DIAGRAM DI DUCTILE IRON DIA OR Ø DIAMETER DIFF DIFFERENCE OR DELTA DIP DUCTILE IRON PIPE DISS DIAMETER-INDEX SAFETY SYSTEM DN DOWN DO DITTO DTL DETAIL DWDI DOUBLE WIDTH DOUBLE INLET DWG DRAWING EXG EXISTING EA EACH E/A EXHAUST AIR EAT ENTERING AIR TEMPERATURE EF EXHAUST FAN EFF EFFICIENCY EG ETHYLENE GLYCOL, EXHAUST GRILLE ELEC ELECTRICAL ELEV ELEVATION EMB EMBEDMENT ENT ENTERING EQIV FT EQUIVALENT FEET ESP EXTERNAL STATIC PRESSURE EVAP EVAPORATOR EXP EXPANSION EWT ENTERING WATER TEMPERATURE °F FAHRENHEIT FA FACE AREA F-F FACE TO FACE FD FIRE DAMPER FLEX FLEXIBLE FLR FLOOR FOB FLAT ON BOTTOM FOT FLAT ON TOP FP FREEZING POINT FPM FEET PER MINUTE FPS FEET PER SECOND FSD FIRE-SMOKE DAMPER FSDM FIRE-SMOKE DAMPER, MODULATING FOT OR FEET FOOT OR FEET FV FACE VELOCITY GA GAGE OR GAUGE GAL GALLONS GPD GALLONS PER DAY GPH GALLONS PER HOUR GPM GALLONS PER MINUTE GR GRAINS GRD GRILLES, REGISTERS, DIFFUSERS HD HEAD HDPE HIGH DENSITY POLYETHYLENE HG HEAT GAIN HT HEIGHT HP HORSEPOWER HR HOUR(S) HVAC HEATING, VENTILATING & AIR-CONDITIONING HZ FREQUENCY IAW IN ACCORDANCE WITH IE INSIDE DIAMETER IE INVERT ELEVATION IBC INTERNATIONAL BUILDING CODE IFC INTERNATIONAL FIRE CODE IMC INTERNATIONAL MECHANICAL CODE IN OR " INCH OR INCHES	AT NUMBER K ACCESS DOOR KWH KILOWATT LAT LEAVING AIR TEMPERATURE LB/HR POUNDS PER HOUR LBS POUNDS LF LINEAR FEET L LENGTH LWT LEAVING WATER TEMPERATURE LOC LOCATION/LOCATED LP LOW PRESSURE LR LONG RADIUS MAN MANUAL MAT MIXED AIR TEMPERATURE MAV MANUAL AIR VENT MAX MAXIMUM MBH THOUSAND BTU PER HOUR MECH MECHANICAL MFR MANUFACTURER MH MANHOLE MIN MINIMUM, MINUTE MPH MILES PER HOUR MTD MOUNTED N/A NOT APPLICABLE NC NOISE CRITERIA, NORMALLY CLOSED NFPA NATIONAL FIRE PROTECTION ASSOCIATION NIC NOT IN CONTRACT NO NORMALLY OPEN, NUMBER NTS NOT TO SCALE OD OUTSIDE DIAMETER OFOI OWNER FURNISHED, OWNER INSTALLED OSA OUTSIDE AIR OZ OUNCE PD PRESSURE DROP OR DIFFERENCE PG PROPYLENE GLYCOL PL PLATE PLBG PLUMBING POC POINT OF CONNECTION PNL PANEL PH PHASE (ELECTRICAL) PPM PARTS PER MILLION PSI POUNDS PER SQUARE INCH PSIA POUNDS PER SQUARE INCH - ABSOLUTE PSID POUNDS PER SQUARE INCH - DIFFERENTIAL PSIG POUNDS PER SQUARE INCH - GAUGE PRESS PRESSURE PRI PRIMARY R-407C, R-410A REFRIGERANT (407C,410A,ETC.) R/A RETURN AIR RAD RADIANT OR RADIATION RCVR RECEIVER RECIRC RECIRCULATE RED REDUCER REFRIG REFRIGERATION REV REVOLUTIONS RF RELIEF FAN OR RETURN FAN RH RELATIVE HUMIDITY RM ROOM RPM REVOLUTIONS PER MINUTE RPS REVOLUTIONS PER SECOND S/A SUPPLY AIR SAT SATURATION SCHD SCHEDULE SCFM STANDARD CUBIC FEET PER MINUTE SD STORM DRAIN SEC SECONDARY SF SQUARE FEET SH SENSIBLE HEAT SHG SENSIBLE HEAT GAIN SHR SENSIBLE HEAT RATIO SHT SHEET SHWR SHOWER SP STATIC PRESSURE SPD STATIC PRESSURE DROP SPEC SPECIFICATION, SPECIFIED SPKLR SPRINKLER SR SHORT RADIUS SWSI SINGLE WIDTH SINGLE INLET SQ SQUARE SS STAINLESS STEEL, SANITARY SEWER STD STANDARD SUCTION SUCTION TA TRANSFER AIR TEMP TEMPERATURE, TEMPORARY THRU THROUGH TOD TOP OF DUCT TONS TONS OF REFRIGERATION TOP TOP OF PIPE TYP TYPICAL UG UNDERGROUND UNO UNLESS NOTED OTHERWISE UPC UNIFORM PLUMBING CODE V VOLTS OR VOLTAGE VAC VACUUM VAC VOLTS (ALTERNATING CURRENT) VAL VALVE VAP PR VAPOR PRESSURE VAR VARIABLE VAV VARIABLE AIR VOLUME VDC VOLTS (DIRECT CURRENT) VEL VELOCITY VERT VERTICAL VFD VARIABLE FREQUENCY DRIVE VOL VOLUME VP VELOCITY PRESSURE VSD VARIABLE SPEED DRIVE VTR VENT THROUGH ROOF W WATT W/ WITH W/O WITHOUT WB WET BULB TEMPERATURE WC WATER COLUMN WH WAIT-HOUR WP WEATHER PROOF, WATER PROOF WPD WATER PRESSURE DROP WT WEIGHT YD YARD ZVB ZONE VALVE BOX
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NOTE: THIS IS A STANDARD LEGEND, SOME OF THE SYMBOLS SHOWN ON LEGEND ARE NOT NECESSARILY ON THE DRAWINGS.

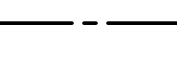
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SYMBOL	DESCRIPTION
	SHEET NOTE CONVENTION: REFERENCED SHEET NOTE GENERAL SHEET NOTE
	NORTH ARROW
	DETAIL REFERENCE DETAIL NUMBER SHEET WHERE DETAIL APPEARS
	SECTION REFERENCE SECTION LETTER SHEET WHERE SECTION APPEARS
	POINT OF CONNECTION
	PLUMBING FIXTURE NUMBER
	EQUIPMENT TAG EQUIPMENT DESIGNATION EQUIPMENT NUMBER
	AIR OUTLET TAG AIR OUTLET DESIGNATION CFM
	BASEBOARD FINTUBE TAG FINTUBE DESIGNATION GPM LINEAR FEET OF FINTUBE ELEMENT
	AIR TERMINAL UNIT TAG
	LINE CONVENTION NEW OR REINSTALLED ITEM ITEM TO BE DEMOLISHED EXISTING ITEM TO REMAIN EXISTING ITEM TO BE RELOCATED

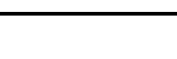
GENERAL PIPING

SYMBOL	ABBR.	DESCRIPTION
		FLOW ARROW
		ANCHOR
		PIPE GUIDE
		LINE BREAK
		END CAP
		PIPE UP / TEE UP
		PIPE DOWN (ELBOW)
		PIPE DOWN (TEE)

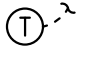
PLUMBING

SYMBOL	ABBR.	DESCRIPTION
	CW	COLD WATER
	TP	TRAP PRIMER
	W	WASTE WATER

PIPING

SYMBOL	ABBR.	DESCRIPTION
	HWS	HEATING WATER SUPPLY
	HWR	HEATING WATER RETURN
	FT	BARE FINTUBE RADIATION
	UH	UNIT HEATER

CONTROLS

SYMBOL	ABBR.	DESCRIPTION
	TSTAT	THERMOSTAT



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City of Bethel
YUKON KUSKOKWIM FITNESS CENTER
REPAIRS AND UPGRADES
Bethel, Alaska

Revisions

No.	Description	Date

Drawn by SJG/JDL/ERP	Date 19 JUNE 2020
Checked MDL	Job No. 18020.05

Sheet Contents
LEGEND,
ABBREVIATIONS &
SCHEDULES

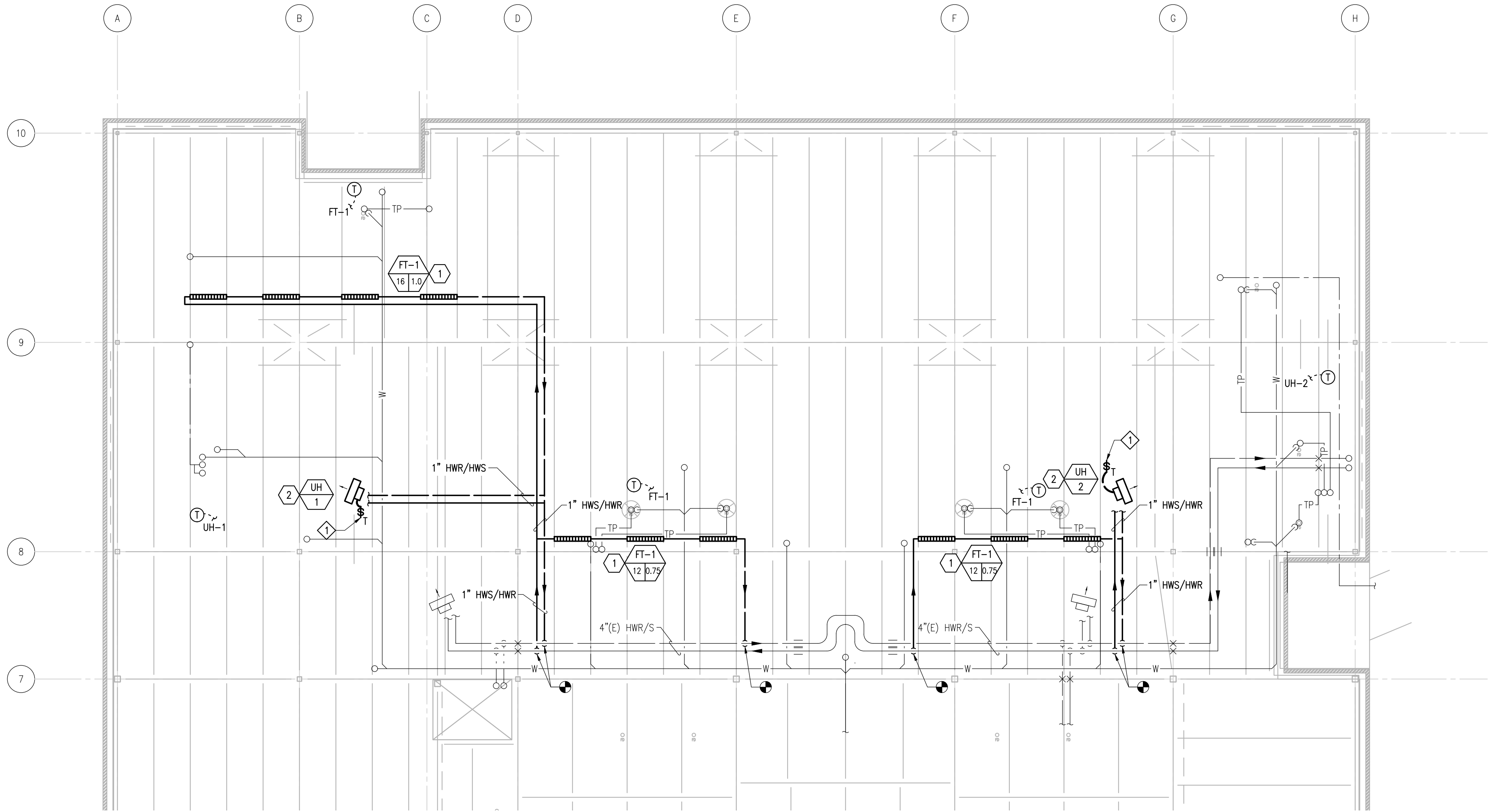
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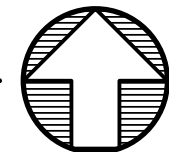
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1 UNDERFLOOR PLAN – HEATING
M101 SCALE: 1/8" = 1'-0"



MECHANICAL WORK SHEET NOTES

- 1. FOR FINTUBE PIPING AND VALVING DETAIL, SEE X/MX.X.
- 2. FOR UNIT HEATING PIPING AND VALVING DETAIL, SEE Y/MX.X.
- 4. EXISTING CW, TP AND WASTE PIPING SHOWN FOR REFERENCE ONLY.
- 5. MINIMUM HWS/HWR PIPING IS 3/4", UNLESS NOTED OTHERWISE.

ELECTRICAL WORK SHEET NOTES

- 1. PROVIDE THERMAL SWITCH AND CONNECT UNIT HEATER TO LOCAL AREA BRANCH CIRCUIT PANEL.
- 2. PROVIDE ONE 15 AMP, 1 POLE BRANCH CIRCUIT BREAKER IN LOCAL AREA BRANCH CIRCUIT PANEL TO SERVE UNIT HEATERS.



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Bethel, Alaska

Revisions

No.	Description	Date

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Checked MDL	Job No. 18020.05

Sheet Contents
UNDERFLOOR PLAN
- HEATING

Category M	Sheet No. 101
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COLLECTIVE BARGAINING AGREEMENT

**BETWEEN THE
CITY OF BETHEL**



**AND THE
CITY OF BETHEL EMPLOYEES
ASSOCIATION, LOCAL 6055, APEA/AFT**



July 1, 2017-June 30, 2020

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PREAMBLE AND PURPOSE

This Agreement is made and entered into between the City of Bethel, referred to as the "City," and the City of Bethel Employees Association, referred to as the "Union."

The purpose of this Agreement is to set forth the terms and conditions of employment with the City and to promote orderly and peaceful labor relations.

The parties recognize that the interests of the community and the job security of the Employees depend upon the City's success in establishing proper and cost efficient service to the community. To these ends the City and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all Employees.

The parties also agree that it is their mutual intent to maintain and strengthen the merit principles in the bargaining unit.

ARTICLE 2 **RECOGNITION**

The City recognizes the Union as the exclusive bargaining representative for City Employees in the job classifications set forth in Appendix form, provided by the Union and appended herein and as determined by the Alaska Labor Relations Agency in Certificate of Representation No. RC1188-002, or as amended.

ARTICLE 3 **UNION MEMBERSHIP AND DUES**

Section 3.1 Membership Requirements

A. Any Employee covered by this Agreement will be required as a condition of their continued employment to join the Union or pay an agency fee equal to the membership dues for the purpose of administering this contract. Membership in the Union is not compulsory. Employees have the right to join, not join or drop their membership as they see fit. Neither party shall exert any pressure on or discriminate against any Employee as regards such matters.

B. Within ten (10) working days of hiring a new Employee covered by this Agreement, the City shall notify the Union in writing of the name, address and job title of the new Employee. The Union shall provide the Employee with a copy of this Agreement.

Section 3.2 Dues/Fees and Payroll Deductions

Upon written authorization of an Employee, the City shall deduct from the Employee's pay check the monthly amount of union dues or agency fees and transmit such amount to the Union.

- A. Membership Dues. Membership dues and fees for Employees who join the Union shall be in accordance with the bylaws of the Union.
- B. Agency Fees. Employees covered by this Agreement who choose not to become members of the Union shall be assessed an agency fee equal to membership dues.
- C. Religious Objector. In accordance with AS 23.40.225 the City and the Union agree to safeguard the rights of non-association of Employees having bona fide religious convictions based upon tenets or teachings of a church or religious body of which an Employee is a member.

Section 3.3 Payroll Deductions

- A. The payment of membership dues or agency fees shall commence with the first payday of the month after thirty-one (31) calendar days following the initial date of employment.
- B. The City shall promptly pay to the Union those authorized membership dues/agency fees deducted from Employee wages each month. Employees, who choose to change their status from membership to an agency fee payor or from agency fee payor, may do so after written notice to the Union and the Human Resources Manager. Such status change shall become effective immediately based on the date of the written notice. Any adjustments to the deductions shall occur at the next full pay period.
- C. After written request from the Union to the City Manager, an Employee who has been employed for more than sixty-one (61) days and who is not in compliance with the provisions of this Article shall be notified that the Employee may be dismissed by the City if the Employee does not comply with the provisions of the Article. The Employee shall be given thirty (30) days to become compliant. If after thirty (30) days, the Employee is not in compliance, the Employee shall be dismissed immediately. The Union shall pay all costs and fees associated with an action taken by the City to enforce this paragraph. Additionally, the Union shall defend, indemnify and hold the City harmless against any and all claims, demands, actions, causes of action, lawsuits, grievances, arbitrations, mediations, and all other kinds of liabilities or actions, and pay all reasonable fees and costs, including attorney's fees and costs, which may arise from enforcing this section of the Agreement.

Section 3.4 Union and Employee Responsibility

This Agreement is binding on each and every Employee in the bargaining unit. Each Employee, individually and collectively, accepts full responsibility for carrying out all the provisions of this Agreement. The Union agrees that it shall actively dissuade absenteeism and tardiness, all forms of illegal harassment, and any other practices which may hamper the City's operation. The Union will support the City's efforts to eliminate waste and inefficiency, to improve the quality of work, and to promote harmonious relations between the City and Employees. The Union shall make every effort to see that Employees obey all City workplace policies, procedures, rules, and instructions which are not inconsistent with the terms of this Agreement.

Section 3.5 Union Representatives and Activities

A. The Union may have five (5) Employee Representatives who shall be authorized to handle complaints and grievances arising under this Agreement. The Union shall provide to the City a list of all authorized Employee Representatives. The Union may designate different Employee Representatives at any time with thirty (30) days written notice to the City Manager.

B. The Employee Representative may make reasonable visits within the work area the Employee represents for the purposes of handling specific complaints and grievances arising under this Agreement. The Employee Representative shall first notify and obtain the approval of the Department Head in advance of such visit, advising the Department Head where the Employee Representative shall be and how long the Employee Representative anticipates such visit shall take. The Employee Representative shall arrange such visits to occur at times when they will least impact City operations and the performance of work. Prior to conducting such visit the Employee Representative shall fill out the appropriate time record recording the time the Representative left the work assignment/area. Upon concluding the visit, the Employee Representative shall promptly notify Employee Department Head that the visit was concluded and that the Representative has returned to the work assignment/area, at which time the Representative shall record on the appropriate time record that the visit has concluded. All time spent on such visits shall be designated on the time record as Union Leave and deducted from the appropriate Union Leave account.

C. The Union may have representatives who are not Employees of the City who also shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit any work area for the purpose of administering this Agreement at reasonable times upon advance approval of the City Manager or designee. Such approval will not be unreasonably denied. The Union shall arrange such visits to occur at times when they will least impact City operations and the performance of work. The Union shall provide to the City a list of all such authorized representatives.

D. During working hours, the Employee Representative may handle complaints and grievances arising under this Agreement with the proper City Representative. These visits shall be scheduled, held and accounted for in the same manner and in accordance with the procedures set forth in Section B above. Employee Representatives will not leave their work duties during emergency or critical situations.

E. Upon the concurrence of the Department Head and when the normal flow of work will not be unduly disrupted, the Employee Representative will be allowed to confer periodically and for a reasonable length of time with Employer Representatives to work out solutions to problems on matters not deemed critical but which, because of convenience to both management and labor, can be moved toward resolution. These visits shall also be scheduled, held and accounted for in the same manner and in accordance with the procedures set forth in Section B above.

Section 3.6 Union Leave and Leave Bank

A. Union Leave Employees granted Union leave shall be paid for their leave time from the Union Business Leave Bank as set out in Section B below, so long as there is accumulated leave in the bank. The City shall not be obligated to compensate the Employee Representatives for any time spent on Union leave. The hours spent on Union leave will not be counted as hours worked for purposes of computing overtime. Union leave shall be granted in the following manner:

1. No more than five (5) Employee members of the Union negotiating committee shall receive Union leave for all time necessary for the conduct of contract negotiations, including reasonable time for negotiating committee meetings outside of the negotiations themselves.
2. Union leave shall be granted for all reasonable time necessary to process grievances, including arbitrations, for grievants, Employee Representatives and elected Union officers who may be involved, and witnesses.
3. Employee Representatives shall be granted up to two (2) work days per calendar year of Union leave to attend Union sponsored training.
4. Elected Union officers shall be granted a reasonable amount of Union leave for the purpose of conducting Union business. Such time shall not normally exceed four (4) hours per week.
5. Union leave will not be unreasonably denied. However, it is understood and agreed that such leave may be denied if the Employee's services are needed by the City. Requests for association business leave will normally be made through the Union President or designee. The Union will endeavor to give as much advance notice as possible for business leave.

B. Union Business Leave Bank

1. There is hereby created a Union Business Leave Bank which shall be administered by the Union with records kept by the Union and the Employer. The Bank shall be established by an automatic transfer each October 1 of two (2) hours of PTO leave from the leave account of each Employee in the bargaining unit. If an Employee does not have two (2) hours of PTO leave as of October 1, the two (2) hours shall be transferred when the Employee has accrued them. The Bank will be used consistent with the terms of this Article.

2. The Union may cancel the automatic leave deduction for any year in which sufficient cash is available for purposes of the Bank.

3. The Employer agrees that reasonable effort will be made to release Employees consistent with the terms of this Article. However, the parties recognize that situations may arise that prevent representatives from being released.

4. The parties recognize that the City will incur expenses associated with the Union Business Leave Bank that the City otherwise would not incur. Accordingly, at the end of each month the City shall prepare an invoice specifying the nature and amount of such expenses. The City shall send a bill monthly to the Union and the Union shall pay the City for such expenses.

Section 3.7 Meeting Space

Where there is available meeting space in City owned facilities, such space may be used for meetings by the Union at no cost to the Union with a written reasonable notice to the City. Approval shall not be unreasonably denied.

Section 3.8 Bulletin Board

The Union shall have the right to use bulletin board space at mutually agreeable locations for the purposes of posting Union information.

ARTICLE 4
JOB CLASSIFICATIONS AND JOB DESCRIPTIONS

Section 4.1 Classification Rights and Duty

A. The City shall have sole authority and duty to establish, decide, determine and designate all occupational classifications it has to offer Employees, including the right to establish new classifications, reclassify, change, consolidate or abolish existing classifications at any time, and to determine job content, duties and responsibilities. The City shall also have the authority to allocate and reallocate positions.

B. The City may establish new classifications and rates for classifications. The City shall notify the Union when any new classification is established. In the event the Union, within five (5) calendar days thereafter, notifies the City in writing that it disagrees with said rate, the matter shall be subject to negotiations between the parties. The rate shall be effective as of the first date Employees were assigned to the classification.

C. An arbitrator shall have no authority to establish, modify or eliminate any classification and shall have no authority to establish, modify or eliminate any wage rate for a classification. The authority of an arbitrator with regard to classifications is limited to determining whether the City satisfied its obligation to provide the Union with the notice specified above when a new classification is created and for determining an appropriate remedy for any such failure.

Section 4.2 Job Descriptions

The City shall maintain job descriptions which identify essential functions but which are not inclusive of each and every duty of a position. Job descriptions shall include a statement of qualifications consistent with Section 4.4 below. The City will notify the Union of proposed changes to Job Descriptions which will impact Employees currently employed in the affected position (s) prior to any changes being adopted.

Section 4.3 Duties of Employees

An Employee may be required by the City to perform the duties described in the job description for the Employee's class as well as any other duties which the Employee has the skills and qualifications to perform. However performing the work of a higher paid job classification may result in an "acting pay" adjustment under Article 12.11 or otherwise entitle the employee to additional compensation.

Section 4.4 Qualifications Statements

A. The qualifications statements in each job description establish minimum requirements that must be met by an individual before consideration for appointment or promotion to a position. Common alternative combinations of education, training or experience are specified in the job description.

Section 4.5 Job Titles

A. Official Job Titles. Each position shall have an official job title which is specified in the classification plan and is used to identify each individual position. The official job title shall be used to designate positions in all budget estimates, payroll documents, and personnel records and reports.

B. Working Job Titles. For all purposes other than those described in section 4.5A, any suitable working job title may be used.

C. Position Levels. The job titles are generally indicative of the work of the position and of the level of its importance and responsibility. Where Roman numerals or numbers are affixed at the end of a title to indicate level within an occupation subseries, the higher numbers represent the higher levels.

Section 4.6 Review of Job Classifications and Job Classes

A. The City Manager shall provide for a systematic and periodic review of classes of positions if the City Manager determines, in his or her sole discretion, that duties, responsibilities, and authority have changed substantially, or other conditions, including but not limited to an Employee request for review, warrant such a review. The City Manager shall allow the Union and Employees to provide input into such a review.

B. Employee Request for Review of Position

When an employee, or the COBEA acting on the behalf of an employee, feels that the duties and responsibilities of his/her position are not accurately reflected in the job description, the Employee or COBEA will complete a Position Description Questionnaire (PDQ) and submit it to the Human Resources Director for review and audit. The employee may submit additional documentation supporting his/her position that the current classification is inappropriate.

When completed, Human Resources will advise the Union of the City's decision. If there is a disagreement, the bargaining unit member may submit a written rebuttal to Human Resources within ten (10) working days of the receipt of the findings.

ARTICLE 5

PERSONNEL ACTIONS

Section 5.1 Personnel Actions

The City shall have the sole and exclusive right to make appointments including but not limited to recruiting, examining, selecting, promoting and transferring Employees of its choosing and to determine the times and methods of such actions. The City retains the right to fill any position from outside the bargaining unit although the City recognizes the benefits of selecting a qualified Employee covered by this Agreement who has applied for a vacancy. All personnel actions shall be documented on a Personnel Action Request ("PAR") form provided by the City, taking care to ensure that derogatory, personal, subjective, or disciplinary supplemental information is noted separately in a memo format and not included on the PAR.

Section 5.2 Job Announcements

A. The City shall post all job openings, whether newly created or vacant, at mutually agreeable locations in each department for a period of fourteen (14) calendar days prior to the expiration date for submission of applications. The posting time frame may be shortened when required by circumstances beyond the City's control or where necessary to ensure the continuity of City operations.

B. All qualified bargaining unit members who hold regular status and submit an application for a posted vacancy will be considered for any job vacancy covered by this Agreement along with any other applicants.

C. Qualified Employees covered by this Agreement who apply for any vacancy shall be granted an interview for the position. The City acknowledges the value of current Employees and agrees to give Employees who interview for a vacant position full and fair consideration. If not selected, the Employee may request an explanation from Human Resources for the non-selection.

Section 5.3 Types of Appointments

A. Probationary Appointment. All appointments to positions in city service, including new hires, rehires, demotions for disciplinary reasons, and promotions shall be on a probationary basis.

B. Regular Appointment. A regular appointment occurs after an Employee has satisfactorily completed a probationary appointment to the position.

C. Acting Appointment

1. An acting appointment is made when a qualified Employee may be required to serve temporarily in a vacant higher level position.
2. An acting appointment gives the Employee no advantage in competition for regular filling of this position. However, time in an acting appointment may be counted toward experience for the class of position concerned at the discretion of the Department Head.
3. Employees filling an acting assignment shall not be asked or allowed to do jobs or tasks that they are not adequately trained or licensed to do. An Employee who obtains an acting appointment shall not always be required to perform all of the duties and responsibilities assigned to the incumbent. The duties and responsibilities that are actually assigned to the Employee who has obtained the acting appointment shall be determined by the Employee's Department Head.

D. Temporary Appointments The parties recognize that the Employer may hire temporary Employees in the sole and exclusive discretion of the City. A temporary position is one established to provide City services for a period not to exceed the greater of six months in duration or the duration of a position funded by a one-time grant from the federal or state government on a temporary basis. Such positions may be filled on a full- or part-time basis. Persons holding temporary positions are not covered by any of the terms of this Agreement, are not included in the bargaining unit, and are not entitled to any of the rights and benefits provided to Employees under this Agreement. Temporary Employees may not be rehired into the same temporary position for thirty (30) calendar days, unless agreed to otherwise between the parties.

Section 5.4 Promotion

A promotion is the filling of a vacancy by the advancement of an Employee from a position having a lower pay range. Promotions shall be based upon qualifications and the City shall attempt to promote from within. However, promotions shall be made at the sole and exclusive discretion of the City.

Section 5.5 Transfers

A. A transfer is the lateral movement from one position to another position in the same or a parallel class in the same pay range without any break in service. The transfer may be within a department, or from one department to another. An Employee must meet the minimum qualifications for the position the Employee transfers to.

B. Employee Requested Transfer An Employee may request a transfer within or between departments by submitting the request in writing to the Employee's Department Head. The request must include a current job application providing evidence of qualification for the requested position. Granting of the request shall be

within the sole and exclusive discretion of the City. Upon approval of the City Manager, or designee, and before completion of any transfer, the Employee shall be notified in writing of any change in status including pay step, anniversary date, length of service, and requirement for serving a probationary period.

C. Reasonable Accommodation - A transfer may be offered to a qualified employee with a disability under the Americans with Disabilities Act. Failure to accept an offered transfer in this situation may result in termination if the employee is unable to perform the essential functions of his/her current position without accommodation and if the employer can demonstrate that an accommodation would impose an undue hardship.

Section 5.6 Demotion

A. The movement of an Employee to a lower pay rate or pay range is a demotion. The decision to demote is within the sole and exclusive discretion of the City. Demotions may be made for disciplinary reasons, at the request of the Employee, in lieu of layoff, or for any other reason, including but not necessarily limited to, lack of sufficient funding or work, organizational changes or other reductions in force. A demoted Employee shall not replace another Employee in his or her position. A demoted Employee may only be demoted to a vacant position.

B. Employee-Requested Demotion An Employee may request in writing that he or she be demoted to a vacant position in a lower pay range. The request shall be made to the Employee's Department Head, who may not approve the request without the written consent of the City Manager, or designee. Approval of the demotion is in the sole and exclusive discretion of the City, and shall be deemed to have been made on a voluntary basis. The City Manager, or designee, or the Department Head may require a job application, written examination or other evidence of the Employee's qualifications for the position to which the Employee requests demotion.

ARTICLE 6 **PROBATIONARY PERIODS**

Section 6.1 Newly Hired Positions

A. The probationary period for full time positions is 180 calendar days.

B. The probationary period for part-time positions is 520 hours of consecutive service.

C. A Department Head may consider service rendered in a temporary position as probationary service for a regular appointment if the regular appointment is for a position which requires the same duties and responsibilities as the temporary position.

D. Probationary appointments entitle a newly hired Employee to the same benefits available to an Employee who has obtained a regular appointment, subject to the conditions of the benefit plans, and unless otherwise specified in this Agreement.

E. The Employee shall acquire regular status on the first working day following completion of the probationary period, unless action is taken by the Department Head to separate the newly hired Employee or extend the probationary period in writing prior to the end of the probationary appointment subject to the approval of the City Manager. The probationary period may be extended for a period of time not to exceed three (3) months, unless the Employee is in the Police or Fire department. In such cases, the Employee's probationary period may be extended for a period of time not to exceed six (6) months. Such an extension does not affect or change the initial hire anniversary date with the City for the Employee. Any extension of the probationary period requires approval of the City Manager.

Section 6.2 Probationary Period after Promotion

Regular Employees promoted shall serve a new probationary period of six (6) months in the new position. An Employee who holds regular status in any position and who subsequently accepts a promotion to a new position retains return rights to return to the last position in which Employee held regular status if a vacancy exists. The Employee may exercise these rights voluntarily at any time prior to completion of probation in the new position or upon notification that Employee has failed to satisfactorily complete probation in the new position. Return rights do not apply to an Employee disciplined for just cause.

Unless the continuity of City services is at risk as identified in Section 5.2.A, the promoted Employee's previous position will not be filled for fourteen (14) days in order for the newly-promoted Employee and the City to determine if the promotion is a proper fit. Either the Employee or the City can invoke return rights to the Employee's previous position during this time for any reason or no reason.

A promoted Employee who returns to a previous position, regardless of the reason, will be returned to the range and step the Employee held prior to promotion.

Employees who promote or transfer out of the bargaining unit have no rights to return to their former bargaining unit position.

Section 6.3 Probationary Period after Transfer

When a Regular Employee transfers to a position in the same job classification in a different department, the Employee may be required to serve a six (6) month probationary period at the recommendation of the Department Head subject to the approval of the City Manager.

Section 6.4 Probationary Period after Demotion

When a Regular Employee is demoted for a non-disciplinary reason to a position in a job classification where the Employee had previously completed a probationary period, no probationary period shall be served. When a Regular Employee is demoted for disciplinary reasons or to a position the Employee has not previously held regular status, the Employee shall be placed on a six (6) month probationary period.

Section 6.5 Discipline or Separation During Probationary Period

During the probationary period, a newly hired Employee serves "at will" and may be disciplined or discharged for any reason or no reason. Just cause is not required for any form of discipline or separation during the probationary period under these circumstances.

ARTICLE 7

PERFORMANCE EVALUATIONS AND PERSONNEL FILES

Section 7.1 Performance Evaluations

After July 1, 2016, Periodic evaluations are required at or near an employee's anniversary date with the city (defined as the employee's hire date into current position) with the city, for those employees who have satisfactorily completed the probationary period.

The evaluation process shall be in accordance with the following procedures:

- A. The Department Head, or designee shall complete the performance evaluation and hold a formal meeting with the employee to discuss the contents of the evaluation.
- B. The employee shall be allowed five (5) calendar days to prepare written comments which will become part of the evaluation. No further comments or changes may be made on the form by management after it has been submitted to the employee for final signature. The original performance evaluation shall be filed in the Employee's personnel file with a copy of the final document provided to the Employee.
- C. If an Employee's Supervisor is changed between scheduled evaluations, an evaluation report may be prepared by the outgoing Supervisor. Supervisors can evaluate only that performance which took place under their supervision.
- D. If any changes occur in the job description due to automation, or technological advances in equipment, any Employee affected shall be adequately trained to operate or effectuate the automation or advances before being evaluated on these advances in equipment.
- E. When an annual evaluation is not completed and discussed with the Employee within 30 days following the employee's anniversary date in a position, it is assumed the Employee is meeting performance expectations.

Section 7.2 Personnel Files

A. The City shall maintain a confidential personnel file for each Employee in the Human Resources office. No confidential or protected information will be maintained by any individual City department unless specifically identified within this agreement or required by law.

B. An Employee shall have access to the Employee's personnel file in a reasonable period of time following notice to the Human Resources office. Employees shall also be provided a copy of the Employee's personnel file, or any parts thereof, within a reasonable period of time following the Employee's request for a copy.

C. The Union, or any other third party, shall have access to an Employee's personnel file only upon written authorization by the Employee specifying what files or documents the Union or third party may review. If hard or electronic copies are requested, reproduction costs, will be assessed in accordance with the City of Bethel fee and rate schedule and charged to the requesting party.

D. Nothing in the Section precludes the City from releasing an Employee's personnel file as required by law or a court order.

ARTICLE 8 **DISCIPLINE AND DISCHARGE**

Section 8.1 General Policy

The City Manager will advise and assist Department Heads in the handling of all disciplinary matters. The City Manager shall approve all disciplinary actions concerning suspension, transfer, demotion or dismissal prior to the completion of the action, unless, in the judgment of the Department Head, immediate disciplinary action is required. The basis for taking immediate action shall be limited to reasons of just cause or immediate danger to health, safety and welfare of city Employees or the public. In such instance, the Department Head shall have the authority to suspend the Employee pending investigation and approval of the final determination by the City Manager.

Section 8.2 Discipline

A. Discipline or Separation during the Probationary Period At any time during the probationary period, a new or rehired Employee (including an Employee promoted before the end of a probationary period, for the duration of the probationary period for the previous position he or she held), or an Employee demoted for disciplinary reasons, may be disciplined or discharged for any reason or no reason. Just cause is not required for any form of discipline or separation during the probationary period.

B. With respect to Employees who have acquired regular status, progressive discipline shall be followed. The City is not required to follow progressive steps of discipline for serious violations of work rules. Department Heads and supervisors should always be aware of the continuing need for informal counseling. When informal counseling fails to correct a situation, or when the severity of the inappropriate conduct warrants, and the City believes that the proposed discipline is in its best interests, any of the following forms of discipline may be imposed at any time so long as such discipline is supported by just cause:

- oral reprimand (memorialized in writing);
- written reprimand;
- suspension without pay;
- demotion; or
- dismissal

C. "Just cause" means that justification exists for a proposed disciplinary action. "Just cause" includes, but is not limited to, the following:

- incompetency;
- inefficiency;
- lack of one or more of the qualifications for a position within the bargaining unit;
- failure to comply with any of the terms and conditions included in this Agreement;
- insubordination;
- absenteeism or tardiness; job abandonment;
- harassment of other Employees, Department Heads, the City Manager, City Council members or any other Employee or official of the City of Bethel, or any member of the public;
- violation of a City of Bethel policy, procedure, or work rule which was known or reasonably should have been known to the Employee;
- violation of an oral or written directive of a supervisor which was known or should have been known to the Employee;
- conviction of a crime involving moral turpitude;
- substance abuse on the job;
- use or appropriation of City property for personal, commercial or other unauthorized use without prior explicit permission from the Employee's current Department Head;
- refusal to perform job duties;
- dishonesty; or
- any other conduct reasonably justifying the proposed form of discipline, up to and including dismissal.

D. Mitigating circumstances may be considered when evaluating a just cause disciplinary situation, to include the Employee's past performance, length of service and existence of past discipline.

Section 8.3 Written Disciplinary Notice

- A. All disciplinary actions, except oral reprimands, shall be documented on an Employee Disciplinary Notice Form. A record of the date, time and subject of any oral reprimand shall be maintained in the Employee personnel file. Should the employee be subject to discipline in the future, the City will not refer to or take into consideration any oral reprimands that are more than two (2) years old unless the oral reprimand is for the same reason as the later discipline. In such case, the employee will be notified of same.

The disciplinary report shall clearly and concisely set forth the supervisor's reasons for disciplinary action.

- B. The Employee shall be given an opportunity to review the disciplinary report with his or her Department Head. If the Employee disagrees with the facts or conclusions contained in the report, the Employee shall be permitted to submit, within four (4) calendar days after reviewing the report with the Employee's Department Head, a statement of disagreement. The statement shall clearly and concisely set forth the Employee's reasons for disagreeing with the report. One copy of the Employee's statement shall be appended to the report and shall become a part of it. If the Employee has no comment or has not responded within the required time frame, it shall be so noted and the report shall be forwarded to the Human Resources Manager, or designee, for inclusion in the personnel file.

Section 8.4 Right to Union Representative During Investigative Interview

Employees will be entitled to their *Weingarten* Rights (right to have a union representative present during an investigative interview that the Employee reasonably believes may lead to disciplinary action) upon request by the Employee.

Section 8.5 Right to Disciplinary Hearing Before Dismissal, Demotion, or Suspension

Before dismissing, demoting for disciplinary reasons, or suspending an Employee without pay, an Employee who has acquired regular status will be provided written notice of intent to dismiss, demote for disciplinary reasons, or suspend without pay. The notice will be in writing and include an explanation of the evidence underlying the City's intention. If the written notice is an intent to dismiss, the notice will also advise the

Employee of their right to request a termination hearing, and the opportunity to present his or her position before the dismissal, demotion for disciplinary reasons, or suspension without pay goes into effect.

Section 8.6 Garrity Rights for Licensed Personnel of Police Department

Upon a determination by the Police Chief, or designee, that immunity from criminal prosecution is appropriate during an internal investigation, uniformed personnel of the Police Department shall be accorded protections provided in *Garrity v. New Jersey*, which requires among other things warnings concerning right to counsel and use of statements made in the course of investigatory interviews.

ARTICLE 9 **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 9.1 Definition of Grievance

A grievance is a dispute involving the interpretation, application or alleged violation of any provision of this Agreement. It is the mutual intent of both parties to resolve any differences at the lowest level. All members shall be encouraged to bring any disagreements to their immediate supervisor initially to resolve such problems through informal and free communication before the formal grievance procedure begins.

Section 9.2 Procedural Steps

A. Step 1: Written Grievance to Department Head The Employee, through the Union, not later than fifteen (15) working days after the event giving rise to the grievance, or fifteen (15) working days after the Employee or Union should reasonably have learned of the event giving rise to the grievance, whichever is later, must submit a written grievance to the Department Head. The Department Head shall give Employee written answer to the grievance to the Union within fifteen (15) working days after receipt of the grievance.

B. Step 2: Written Appeal to the City Manager.

1. A grievance appealing a dismissal or a grievance not settled at Step 1 shall be filed at Step 2.
2. The Employee, through the Union, not later than fifteen (15) working days after a dismissal or the receipt of the Department Head's written answer at Step 1 may file a written appeal of that answer to the City Manager.
3. Not later than fifteen (15) working days after receipt of the written appeal, the City Manager, or designee, shall meet with the Employee and the Union representative. The City Manager, or designee, shall give Employee written

answer to the grievance within fifteen (15) working days after such meeting, which answer shall be final and binding on the Employee, the Union and the City, unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 9.5 of this Article.

C. All grievances presented at Step 2 of the procedure set forth above in Section 9.2(B) of this Article and beyond shall set forth: the facts giving rise to the grievance; the provision(s) of the Agreement alleged to have been violated; the names of the aggrieved Employee(s); and the remedy sought. All grievances at Step 2 and beyond shall be signed and dated by the aggrieved Employee and/or Union representative. All written answers submitted by the City shall be signed and dated by the appropriate City representative.

D. Grievances involving a disciplinary suspension of more than three (3) days, or a termination of employment must be entered into the formal grievance procedure at the Step two level.

Section 9.3 Time Limitations

The time limitations set forth in this Article are of the essence of this Agreement. No grievance shall be valid unless it is submitted or appealed within the time limits set forth in this Article. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to Step 2 or beyond, it shall be deemed to have been settled in accordance with the City's Step 1 answer. If the City fails without reasonable cause to request an extension or otherwise communicate with the aggrieved party within the time limits or in the manner set forth in this Article, the Union shall be granted the remedy requested. Any default remedy cannot be used as precedent against the City if a similar situation arises in the future.

Section 9.4 Appeal to Arbitration

Any grievance, as defined in Section 9.1 of this Article, that has been properly and timely processed through the grievance procedure set forth in Sections 2 through 4 of this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union by serving the City with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with Section 9.5 within fifteen (15) working days after receipt of the written answer of the City at Step 2 of the grievance procedure set forth in Section 9.2 of this Article shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the City at Step 2 of the grievance procedure shall be final and binding on the aggrieved Employee, the City and the Union.

Section 9.5 Selection of Arbitrator

Not later than fifteen (15) working days after the Union serves the City with written notice of intent to appeal a grievance to arbitration, the City and the Union shall jointly

request the Federal Mediation and Conciliation Services ("FMCS") to furnish to the City and the Union a list of seven (7) qualified and impartial arbitrators. After receipt of that list, the City and the Union shall alternatively strike names from the list until only one (1) name remains (the order of striking to be determined by the toss of a coin flipped by the APEA/AFT Representative and called by the Employer. The arbitrator whose name remains shall hear the grievance. Any fee required by the FMCS shall be shared by the parties.

Section 9.6 Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator and his or her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the City. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the consent of the City. The written award of the arbitrator of any grievance adjudicated within his or her jurisdiction and authority shall be final and binding on the aggrieved Employee, the Union and the City.

Section 9.7 Fees and Expenses of Arbitration

The fees and expenses of the arbitrator for the arbitration shall be borne entirely by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such fees should be apportioned as determined by the arbitrator. Each party shall bear its own arbitration expenses.

Section 9.8 Extension of Time Frames

Time frames for the grievance/arbitration process may be extended only by mutual agreement of the Union and the Employer.

Section 9.9 Delivery of Grievances and Responses

A. When a written grievance or response is delivered by mail, it shall be sent return receipt requested to the respondent or to the person filing the grievance. When a written grievance or response is hand-delivered, the respondent or the person filing the grievance shall acknowledge receipt in writing of the grievance or response. When a written grievance or response is delivered by electronic communication, a hard copy shall be delivered by mail. Copies of all written responses to grievances at any step shall be sent to the APEA/AFT Field Office in Fairbanks.

B. For the purposes of the time frames in this Article, a grievance or response delivered by mail or electronic communication shall be considered submitted on the date of mailing or date of electronic communication, but the time for response or for filing the next step shall not begin to run until the day after actual receipt. A hand-delivered grievance or response shall be considered submitted on the date of delivery,

and the time for response or for filing the next step begins to run on the day after that date. If the last day of a time period falls on a Saturday, Sunday or holiday, the period will be extended until the next business day.

Section 9.10 Sole and Exclusive Nature of Grievance Procedure

The grievance procedures of this Agreement are the sole and exclusive remedies of the Employees of the City of Bethel alleging violations of this Agreement and/or any disciplinary actions. An Employee must fully exhaust these remedies prior to filing any lawsuit or other administrative action. If an Employee does not exhaust these remedies prior to filing any lawsuit or administrative action, such failure shall be grounds for dismissal of the lawsuit or administrative action. If the Union elects not to pursue a grievance, either initially or at any subsequent step in the grievance procedure, the Employee may pursue the grievance. Any Employee who elects to pursue a grievance without the assistance of the Union must comply with all filing and other requirements of the grievance procedure. The City is not required to file a grievance under this Agreement. Should it become necessary for the City to enforce the terms of this Agreement, it may do so by either filing a petition for enforcement with the Alaska Labor Relations Agency or through a judicial action.

ARTICLE 10 **SEPARATION**

Section 10.1 Actions That Constitute Separation from City Service

An Employee shall be separated from City service upon the occurrence of any of the following, including but not limited to, resignation, medical separation, retirement, dismissal for cause, release during probationary period, job abandonment, or layoff.

Section 10.2 Resignations

A. Notice of Resignation. An Employee who desires to resign shall give at least two (2) week's advance written notice to his or her immediate supervisor. Members of the Police and Fire Departments must provide at least thirty (30) calendar days advance written notice. The period of notice may be reduced or waived by the City upon recommendation of the Department Head. A notice of resignation shall become part of the personnel file. Employees who resign or are terminated shall be paid in accordance with State and Federal law.

B. Withdrawal of Resignation. An Employee may withdraw his or her resignation prior to the effective date stated in the notice of resignation only with the written approval of the Department Head and the City Manager.

C. Failure to Give Adequate Notice. Failure to give adequate notice shall be noted on the Employee's separation documents and will preclude consideration for future employment.

D. Effective Date of Resignation. The effective date of resignation pursuant to a notice of resignation shall be the last day on which the Employee works.

Section 10.3 Medical Separation

An Employee who is unable to return to work following approved medical leave with or without pay shall be separated in good standing from City of Bethel employment. Depending on the type of injury or illness, and whether it happened on or off the job, the Employee may be able to take part in either the Long Term Disability Program with the City of Bethel health benefit plan or the Long Term Disability Plan under the retirement system. Employees are responsible to make themselves aware of the particular requirements in both Long Term Disability plans and should contact the City if further information is required, beyond what is provided in the plan documents.

Section 10.4 Job Abandonment

An Employee shall be considered to have abandoned their position with the City if the Employee fails to report to work and fails to call in to report their absence for more than three scheduled days in a row (not necessarily consecutive calendar days) or when an employee walks off the job without reasonable cause or permission from the Department Head. Where a regular Employee fails to report or call in under this Section, the Department Head shall send or deliver a certified letter to the Employee's last known address to notify them of the intended termination and advise the Employee of their right to request a termination hearing. The Department Head may substitute personal service for delivery via mail. It will be the responsibility of the Employee to make sure their last known address is on file with the, Human Resources Manager or a designee.

Section 10.5 Layoffs

A. The decision to lay off Employees shall be made solely by the City and shall not reflect discredit upon the services of the Employee.

B. Notice Requirements.

1. An Employee shall be given at least thirty (30) calendar days advance notice of a layoff.
2. The Union shall be notified in writing of any proposed layoff concurrently with the Employee. The Union and City agree to discuss alternatives to the proposed layoff prior to the effective date of the layoff and to negotiate the effects of any layoff if so requested by the other party.

C. The City shall not lay off an Employee and reclassify their former position with the intention of filling the position with a temporary hire.

D. Layoffs may occur for any of the following reasons:

- a reduction in force because of a shortage or reduction of work or funds;
- the abolition of a position;
- change in departmental organization;
- termination of a grant; or
- any other legitimate business reason not inconsistent with the terms of this Agreement.

E. Bumping Rights. A regular Employee who is subject to layoff due to a reduction in force shall have the right to displace another Employee only in accordance with the following conditions:

- such displacement occurs in the same Department or in a department in which the employee previously held a regular position;
- the Employee subject to layoff has more seniority than the displaced Employee;
- the Human Resources Manager determines that the Employee subject to lay off has the requisite qualifications for the position held by the displaced Employee;
- the displaced Employee's position is in a lower classification than the position of the Employee subject to lay off;
- the Employee subject to lay off previously attained regular status in the position of the displaced Employee;
- the displaced Employee is the least senior Employee meeting the above conditions.

An Employee that has displaced another is not guaranteed to maintain the same level of compensation in the new, lower classification. The Employee will be subject to the same qualifications review as any new employee to determine an appropriate wage.

F. A regular Employee may be offered a vacant position for which the Employee is qualified in lieu of layoff. The Employee will be subject to the same qualifications review as any new employee to determine an appropriate wage.

G. Eligibility for Re-employment A regular Employee retains the right to be recalled to a vacant position in the same or similar job class in the same or different department that the employee previously was regularly employed, for one year after the layoff so long as the Employee has indicated that the Employee is qualified and interested and available to return to work.

H. Regular or probationary employees shall not be laid off while casual/temporary employees are in a position, in the same department for which the regular or probationary employees meet the minimum qualifications.

Section 10.6 Separation Paperwork

On or before the Employee's last day of work, the Employee shall complete all separation paperwork and return all City property as required by the City

ARTICLE 11 **MANAGEMENT RIGHTS**

Section 11.1 Management Rights

In addition to the rights and authority provided to management elsewhere in this Agreement and under state, federal, or local law, the City shall remain vested with all management authority and rights unless specifically restricted by an express provision of this Agreement. Such rights and authority, include, but are not limited to the following:

- the right to direct the work force,
- the full and exclusive right to hire, promote, demote, dismiss, discipline, lay off, and separate Employees from City service;
- to promulgate rules and regulations governing the conduct of Employees and to require their observance;
- to make all appointments,
- to determine all job classifications, develop all job descriptions,
- to assign positions to classes and assign classes to pay ranges,
- to control the use of leave so as not to jeopardize the functions of the City;
- to establish and direct the locations and methods of work,
- to establish and direct job assignments and work schedules;
- to subcontract work;
- to close down, relocate, expand, reduce, alter, transfer or cease any job, department, operation or facility;
- to decide, determine and designate all job classes and job classifications it has to offer Employees, including the right to establish, reclassify and abolish positions; to determine job content, duties and responsibilities;
- to maintain order and efficiency;
- to determine the work day and work week;
- reduce or expand the work force;
- to control, direct and supervise all equipment and Employees; and
- to determine the nature, type, location and duration of services to be performed for the City.

This listing of management rights is not all-inclusive. The City reserves all rights granted to it by the Alaska Public Employment Relations Act unless expressly waived or modified by the terms of this Agreement. All of the functions, rights, powers and

authority of the City not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the City. The City's failure to exercise a management right does not preclude the City from exercising it at some time in the future. The City retains all rights and authority to operate and direct Employees of the City as exercised by the City prior to July 10, 1996, unless such right or authority has been modified by the terms of this Agreement.

Section 11.2 Contracting Work

A. It is the general policy of the City to continue to utilize its Employees to perform the work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interest of efficiency, improved work product, economy or emergency.

B. Before contracting out work which will result in the loss of work for existing Employees, the City will offer to meet and confer with the Union with notice given at least fourteen (14) days before finalizing a contract with a third party. The City agrees to provide the Union with the names of all Employees who may be subject to layoff, including whether they may have continuing employment rights. Meet and confer topics may include the impact of a contracting out decision on existing Employees, and whether the work to be contracted out can be performed as efficiently and economically using existing Employees. This paragraph does not apply to contracting out in emergency situations.

C. Where contracting out has occurred as a result of an emergency, the City shall meet and confer with the Union within five (5) working days to discuss employment consequences for any affected Employees.

D. Nothing in this Section is to be construed as creating a mandatory obligation by the City to bargain with the Union over any decision to contract out work.

ARTICLE 12 **PAY AND PAYROLL**

Section 12.1 Wage Schedule and Pay Rates

Effective July 1, 2017, the wage schedule will be implemented per Appendix B, which includes a 2.5% increase over the last-negotiated wage schedule.

Effective July 1, 2017, the General Wage Schedule will be extended from Step A to Step P. Each step will reflect a 2.5% difference.

Effective July 1, 2018 the wage schedule shall be increased by 2.5 % in Appendix C

C. Effective July 1, 2019, the wage schedule shall be increased by 2.5% in Appendix D.

Section 12.2 Starting Rate on Initial Employment

A. All newly hired Employee's shall begin at Step A within the stated range for their position unless a higher Step is approved, in advance of the offer, by the Human Resources Manager, the Department Manager and the City Manager using a City approved wage matrix. Before a higher step may even be considered the applicant must demonstrate experience and/or education beyond the minimum required for the position as specified in the position description.

Section 12.3 Rate of Pay on Promotion

A promoted Employee shall be paid at Step A in the new pay range or at that step in the new pay range which accurately reflects the Employee's qualifications for the new position, as measured using the approved wage matrix form. A promoted employee's pay rate will not decrease as a result of promotion.

Section 12.4 Rates of Pay for a Reclassification of a Position

In any case where a position is reclassified, the pay step of the Employee occupying the position shall be that step in the new range which will provide the Employee with initial compensation at least equal to the step held in the old range. Anniversary date remains unchanged and no additional probationary period shall be required beyond that required of the position that is reclassified if the essential functions are the same between the old and new classification. In the event the reclassification results in a pay decrease, the Employee's rate of pay shall be frozen.

Section 12.5 Upward or Downward Range Change of a Job Class

In the case of a proposed increase or decrease in the pay range for a class of positions, the parties agree to meet and negotiate the appropriate range placements.

Section 12.6 Promotion Following Demotion in Lieu of Layoff

A. If within one (1) year following a demotion in lieu of layoff, an Employee is reassigned back to a position in the former job classification the Employee was in at the time of Layoff, the Employee shall be placed at the same range and step the Employee was paid at prior to the demotion in lieu of layoff.

Section 12.7 Transfers

When an Employee is assigned to a new position in the same class for which the Employee is qualified, the Employee shall be transferred at the step the Employee was receiving, and no probationary period shall be served. The Employee's anniversary date shall remain the same as in the former position.

Section 12.8 Demotion

When an Employee is demoted, the Employee's pay step shall be that step which is determined by the Department Head and approved in advance by the City Manager.

Section 12.9 Completion of Probation

A. Upon satisfactory completion of the probationary period after initial appointment, the entrance salary of the Employee shall be advanced one step. An Employee will not receive a probationary increase if the Employee was hired at Step B or above initially.

Section 12.10 Annual Merit Increase

Effective July 1, 2017 to June 30, 2018, employees who receive a performance evaluation of average or good to excellent may receive an annual step increase, as recommended by their Department Head.

Effective July 1, 2018, and thereafter, employees who receive a performance evaluation of "very good to excellent" will receive an annual step increase. If the employee is assumed to be meeting performance expectations under the conditions of Section 7.1.E, the employee will be entitled to receive the step increase.

Section 12.11 Acting Appointments

The Employee appointed to the acting assignment in a higher classification shall receive a minimum of a one-step increase in pay or be paid at the new range, Step A, whichever is higher. The increase shall be effective the first day of the acting assignment.

Section 12.12 Field Training Officer

Police Officers assigned Field Training Officer (FTO) duties, shall receive a pay differential of five percent (5%) for each hour so worked as an FTO. Individuals lacking documentation of attendance at a formalized FTO training program, are not eligible for FTO pay. Non-commissioned members of the Department are not eligible for FTO pay.

Other City employees, when assigned responsibility for training and certifying another employee's adherence to required credentials shall receive a pay differential of 2.5% for each hour engaged in such activity. With the exception of the Police Officers FTO program, which follows state guidelines established by the Alaska Public Safety Commission, the City Manager must approve in writing, any specific training/certification program that will be considered under this paragraph prior to any employee becoming eligible for the differential.

Section 12.13 Overtime

A. All overtime work by a non-exempt Employee must have the prior written approval of the Department Head. The Department Head shall review the record and certify overtime approved for payment. Overtime may not be "scheduled" to allow an employee to receive one and one-half (1.5) times their regular rate prior to meeting the below thresholds. Holiday, PTO, stand-by or hours already compensated at the overtime rate do not count towards the overtime thresholds noted below.

B. Non-exempt Employees shall be paid at one and one-half (1.5) times their regular rate of pay for all hours actually worked in excess of forty (40) hours each work week. The number of hours worked in a single day/shift, even in excess of those regularly scheduled, contribute towards the weekly total of hours worked, but are not paid at overtime rates unless the employee has already worked forty hours (40) in the work week.

C. Fire Employees. Employees of the Fire Department shall be paid overtime after 106 hours worked in a 14-day work period- in accordance with Fair Labor Standards Act 7 (K) exemption. The 14-day work period runs concurrent with the City of Bethel established pay periods.

D. Police Department Employees. Overtime shall be paid after 80 hours worked in a 14-day work period to run concurrent with the City of Bethel established pay periods.

E. Any City employees participating in certified training paid for by the city may be ineligible for holiday and/or overtime pay while participating in training activities. Affected employees will be advised in writing by the Department Head when the Employee is selected for/enrolled in the training program.

Section 12.14 Call-Out Pay

Employees shall also receive overtime pay if their normal shift has been completed and they are "called out" to perform additional work by their supervisor or if the Employee's supervisor requires the Employee to report before Employee's normal shift is scheduled to begin. This "call out pay" shall have a three (3) hour minimum

Only a Department Director or designee may initiate a call-out. Call-outs are intended for unplanned, unexpected situations. Call-out pay is not authorized for pre-scheduled meetings or events and call-outs may not be "scheduled" to allow an employee to receive one and one-half (1.5) times the regular rate of pay prior to meeting the below thresholds. Pre-planned activities, meetings and events must be scheduled in accordance with temporary schedule requirements in Section 13.2.

Employees, not on paid "stand-by" status are expected to respond to call-out work as required, but may decline the call-out work. An Employee serving in a position that includes after-hours emergency response as an essential function may be disciplined if the Employee declines the call-out without cause.

Section 12.15**Stand-By Pay**

In cases where it is found necessary to have Employees remain available for work in a stand-by status after regularly scheduled hours, on scheduled days off, or holidays, they shall receive \$4.00 for each hour of stand-by. Employees receiving stand-by pay must answer any incoming calls and be able to respond within thirty (30) minutes of the call being placed. Only Department Heads are authorized to create a stand-by schedule.

Section 12.16**Shift Differential**

A. All Employees (except Kelly Shift Employees of the Fire Department and Port Facility Employees), regularly scheduled to work more than an eight (8) hour shift will be assigned to either a day or night shift. Day shift is defined as beginning between the hours of 6:00 am and 8:00 am Night shift begins at or after 7:00 pm Employees scheduled to work the night shift will account for compensable hours on the calendar date actually worked, not the date on which the shift begins.

B. Employees regularly assigned to the night shift shall be paid an additional amount which equals three and a half (3.5%) percent above their regular rate for time worked during those hours. Shift differential shall be paid for those regular shift hours actually worked (not to include holidays, PTO, or scheduled hours not otherwise worked.)

Section 12.17 Water and Sewer Premium Pay for Working Winter Months

Employees who are employed as water and sewer Drivers or Utility Maintenance Workers shall receive a premium pay equal to a 5% increase for all hours worked between the second pay period in October and the second pay period in March of each year of this Agreement.

Section 12.18 Payroll and Pay Periods

A. Nothing in this Agreement shall prohibit retroactive pay approved by the City Council or required because of administrative oversight or error as determined by the City Manager. Personnel action implementing any change in status or pay shall be effective upon approval of the City Manager provided such changes are received by the Payroll Office at least ten (10) working days prior to the effective date.

B. The payroll period shall consist of the period from midnight Sunday to the following midnight Sunday. The standard work day shall be midnight to midnight.

C. Each employee is responsible for a true and accurate reporting of actual hours worked.

D. "Compensatory time" and/or "flex time" is not authorized in lieu of paid overtime or regularly scheduled hours not actually worked. Similarly, holidays may not be worked and "banked"

E. Department Heads, or designee, shall be responsible for providing the information needed to correctly process the payroll.

ARTICLE 13

HOURS OF WORK

Section 13.1 Hours of Work and Schedules

A. Regular Hours of Work and Shifts. Regular hours of work and an Employee's schedule shall be designated by the Department Head.

B. Modified Schedule. Upon request and with approval of the Department Head, an Employee may work a schedule designated period (e.g. 7:00 a.m. to 6:00 p.m.) during which Employees may select an eight (8) or ten (10) hour work period, with the approval of their Department Head.

Department Heads may, with at least two (2) weeks advance written notice to affected Employees, revise the schedule from an eight (8) hour work day to a ten (10) hour work day or the reverse. Employees shall also have the right to request their schedule be changed from an eight (8) hour work day to a ten (10) hour workday or the reverse. Approval of such a request is at the discretion of the Department Head but shall be accommodated whenever it will not adversely affect the needs of the Department.

C. Kelly Shift. Kelly Shift is defined under this Agreement as a rotating twenty-four (24) hour, three (3) shift cycle used by the Fire Department in providing round the clock coverage. The shift change will be at 9:00 a.m. unless the parties mutually agree to either an earlier or later change time. Any change made shall not start earlier than 8:00 a.m. or later than 10:00 a.m. If the parties agree to a change in the time, the change must remain in effect for a minimum of six (6) months. Before a change is made, thirty (30) calendar days written notice will be given to the affected Employees. The provisions of this subsection will not apply to Employees undergoing basic training.

D. Employees of the Police Department work a twelve (12) hour shift or such other shift as may be designated by the Police Chief.

E. An Employee's work schedule shall normally provide two (2) consecutive days off, unless an emergency situation arises.

F. Nothing in the Section precludes Employees from requesting different work hours or a different shift from than that designated by the Employee's Department Head. With the approval of the Department Head, a change in schedule may be implemented on a departmental basis to accommodate doctor's appointments, therapy, or children's school functions. The City will endeavor to work with Employees and grant their requests based on seniority and when operational requirements allow.

Section 13.2 Temporary Schedules

Department Heads may implement temporary shifting of employees' working hours to meet routine needs. Changes of more than thirty (30) minutes may not be approved without a minimum of one (1) week's advance notice to the affected Employees. Nothing in this paragraph precludes temporary changes in Employee working hours in an emergency situation. If the essential functions of a position include emergency response during non-scheduled hours, refusal to work an alternate schedule or extra hours in an emergency situation without cause could result in discipline up to and including dismissal.

Section 13.3 Lunch/Break Period

Department Heads shall authorize either a one (1) hour or a half (1/2) hour unpaid lunch period to meet operational staffing requirements. Such periods will normally be taken at mid-shift. Employees who are not authorized a specific unpaid lunch period under this Section will be allowed to take lunch when work permits. If, at the City's direction, the Employee works through lunch the Employee shall be paid for such time.

A. Employees may work straight shifts with no lunch break if approved by the Department Head. Straight shifts will be considered a Modified Schedule and subjected to the terms of Section 13.1.B. A straight shift or "working through lunch" is not available on an ad-hoc basis to allow an Employee to "make up time" if he/she is unable to work the regularly scheduled shift for the day.

B. All Bargaining Unit Members are allowed one relief period not to exceed fifteen (15) minutes during the first half of the shift and one relief period not to exceed fifteen (15) minutes during the second half of the shift. Breaks shall not be scheduled to extend the meal break, unless by mutual agreement. The relief period shall be taken in a manner which doesn't interrupt the flow of work.

Section 13.4 Changes of Permanent Schedules

All changes of permanent working schedules shall provide those Employees affected at least twenty-one (21) calendar days' notice of any such change, except in unforeseen emergency situations or when the Employees waive the need for notice or they will be paid at time and one-half (1.5) the Employee's regular rate of pay for hours worked during the notice period.

ARTICLE 14

HOLIDAYS

Section 14.1 Recognized Holidays with Pay

Except for Firefighters, the following days will be recognized as holidays with pay for all Employees in full and part time positions.

- New Year's Day
- Presidents Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day
- Labor Day
- Alaska Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Chief Eddie Hoffman's Day (second Friday in December)
- Christmas Day
- Floating Holiday (as provided below in Section 14.7)

Section 14.2 Holiday Falling on a Regular Day Off

When a recognized holiday falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a recognized holiday falls on a Sunday, the Monday following shall be recognized as the holiday.

When a full-time Employee's regularly scheduled time off falls on a recognized holiday, the Department Head shall allow, if scheduling permits, that Employee to take another day off during the pay period as the Employee's recognized_holiday.

If the Employee is unable to take the time off the Employee shall be compensated with regular pay equivalent to the number of hours in an employee's regular shift in lieu of the holiday. The hours will be recorded on the Employee's timesheet on the date of the recognized holiday. This payment is in addition to, and does not impact pay (wages) for hours actually worked during the pay period, whether hours actually worked include a recognized holiday (Section 14.5) or regularly scheduled work days. This may result in holiday hours entered for a normal day off with no compensable time or holiday hours recorded in addition to actual hours worked on the date of the recognized holiday.

Section 14.3 Computation of Holiday Pay

A. Full-Time Employees. Full-time Employees shall receive their regular straight time rate of pay for recognized holidays.

Part-Time Employees. Part-time Employees shall receive pay for recognized holidays based on the average number of hours worked by the Employee during the prior four (4) weeks.

B. The number of hours included in holiday pay is equal to the number of hours in an employee's regular shift.

C. Holiday during Paid Time Off. A recognized holiday occurring during an Employee's PTO leave shall not be counted as a day of PTO leave.

Section 14.4 Forfeiture of Holiday Pay

Employees shall forfeit their right to payment for any holiday if they are on leave without pay, (to include injury, military, or other non-compensable leave status,) or have an unexcused absence on the employee's last regularly-scheduled work day before such holiday or on the employee's next regularly-scheduled work day following such holiday.

Section 14.5 Pay for Employees Who Work on a Holiday

Employees who are required to work on a City-recognized holiday because of an emergency or performance of essential public services shall be entitled to one and one-half (1.5) times the Employee's regular rate of pay for those hours actually worked. in addition to their holiday pay. Unworked_holiday pay, paid time off, stand by pay or hours already compensated at a rate of pay greater than regular rate of pay do not count towards overtime.

Section 14.6 Holidays for Kelly Shift Employees

A. Kelly Shift Employees shall be compensated in the following manner. An Employee shall be paid the following pay period for those holidays preceding. Holiday pay shall be equal to the Employee's Kelly Shift straight-time rate of compensation multiplied by the number of holiday hours prior. Each full day holiday is twenty-four (24) hours; each half day holiday is twelve (12) hours; birthday and personal days are twenty-four (24) hours.

B. In the event the City declares an additional holiday other than those listed above, firefighter Employees shall be eligible for such additional holidays as described in Paragraph A above.

Section 14.7 Floating Holiday

All vested Employees (Employees with more than one (1) year of continuous service) shall receive one (1) floating holiday at the start of the fiscal year to be taken at a time approved by the Employee's immediate supervisor.

All floating holidays must be taken in the fiscal year accrued or else they will be forfeited.

ARTICLE 15

PAID TIME OFF

Section 15.1 Paid Time Off ("PTO")

A. Personal leave shall be used for any and all purposes for which sick and/or annual leave has heretofore been used.

B. Requests for Time Off for Other than illness and injury

1. Requests to take personal leave for other than illness or injury must be requested in writing and require the prior written approval of the supervisor before any leave is taken. Employees in a probationary status are not eligible to take personal leave (unless the request was approved prior to hire unless leave is requested due to illness or injury as described in subsection C. below).

2. Employee requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any request shall be based on the supervisor's determination of operational needs. The Supervisor shall respond to an employee's request for time off within fourteen (14) calendar days for leave requested thirty (30) days in advance. In the event of multiple requests for the same time-frame, the Department Head may consider the employee's seniority.

3. Personal leave may not be approved for employees following notice of intended resignation and employees may not without permission of the Department Head be kept on leave status to "run out" their PTO balance prior to termination.

4. Personal leave must be pre-approved, therefore, cannot be used in lieu of tardiness or for a same-day request, except as noted in subsection C. below.

C. Requests for time off due to illness and injury.

When an Employee needs to use personal leave for illness or injury, the Employee shall notify the supervisor not later than the start of the Employee's scheduled shift of their expected absence.

When a member takes three or more consecutive work days of personal leave due to an illness or injury(not necessarily consecutive calendar days), the supervisor shall require the member to provide a physician's certificate stating the reason for the absence.

A supervisor may request a doctor's note at any time, but it is mandatory when a member takes three or more consecutive scheduled days of personal leave due to an illness or injury (not necessarily consecutive calendar days), that the member provide a physician's certificate stating the reason for the absence.

An employee's probationary period may be extended as a result of illness-related absences.

A same-day request for time off due to illness may be denied if the member was previously denied a request for personal leave for the same dates. An absence in this case will be treated as leave without pay unless a doctor's note is provided by the employee.

Any request for time off due to illness or injury may result in a review by Human Resources to determine the applicability of Workers' Compensation, disability insurance and/or medical leave.

After an absence due to illness or injury, the employee may be required to provide a release from their medical provider to return to the workplace and resume their job

Section 15.2 Leave Accrual Rate

A. All Employees shall accrue leave based on continuous service with the City except that Employees who are currently accruing more than the amount stated below shall have their accrual rates frozen for the duration of their employment with the City.

Years of Service	Hours Per Pay Period	Hours Per Period for Kelly Shift Employee	Mandatory Usage (Hours) for Employees Each Fiscal Year	Mandatory Usage (Hours) for Kelly Shift Employees Each Fiscal Year
0-1	8	19	Inelig.	Inelig.
1-2	10	21	130	273
2-5	11	22	143	286
5-10	12	23	156	299
10-15	13	24.5	169	318.5

More than 15 Years	14	26	182	338
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B. Mandatory Usage

Starting June 30, 2017 any unused mandatory time off at the end of each fiscal year (June 30)-will be deducted without pay from the accrued balance if the Employee has made no attempt to comply with the mandatory leave requirement by May 1 of each calendar year. The City will separately notify all employees in danger of losing balances in each of the 2 pay periods before the May 1 deadline. If the Employee has attempted to comply with this paragraph prior to 60 days before the end of the fiscal year but leave was denied by the City in writing, any unused mandatory time off will be cashed out at 100% at the end of each fiscal year (June 30).

C. PTO does not accrue during periods of non-compensable leave, to include injury, illness, unexcused absences or some disciplinary situations. No PTO shall accrue for any pay period during which an Employee claims any amount of leave without pay.

Section 15.3 Leave Anniversary Date

Changes in the leave accrual rate take effect on the first day of the pay period immediately following the date on which the Employee completes the prescribed period of service.

Section 15.4 Maximum Accrual

Unused PTO may accumulate up to 550 (five hundred and fifty)) hours and 742.5 (seven hundred forty-two and one-half) hours for Kelly Shift Employees as of December 31. Once the cap has been reached, the Employee shall not accrue any PTO until such time as the balance of the account is below the cap amount. There shall be no cash out of any accrual over the cap.

Section 15.5 Payment of PTO upon Termination

Accrued PTO will be paid to vested Employees who voluntarily terminate based on the wage rate at the date of termination. An Employee is vested upon completion of one full year of continuous service.

Section 15.6 PTO Leave Cash-Out

Employees with at least one year of continuous service with the City may cash out up to two hundred (200) hours each fiscal year in no more than two installments. Employees requesting a cash out must retain a leave bank of eighty (80) hours. The City Manager has the authority to defer a request for up to thirty (30) days if there is a budget shortfall.

or cash flow problem or any other legitimate business need arises. The Employee shall be notified in writing of the reason for the deferral.

ARTICLE 16

OTHER TIME OFF

Section 16.1 Leave Donations

Requests for permission to donate PTO to a fellow Collective Bargaining Employee shall be approved only for a serious medical problem (one that meets the criteria for FMLA). An employee receiving donated leave for a medical condition must have applied and been approved for Family Medical leave. Management will consider donation requests for Employees who have applied for Family Medical Leave but have been denied due to insufficient time employed with the City. Each Collective Bargaining Employee may donate a maximum of forty (40) hours of PTO in a calendar year, with the prior approval of the City Manager. Donations of PTO shall be calculated based on the donating Employee's rate of pay and assigned based on the recipient Employee's rate of pay.

Section 16.2 Military Leave

Employees shall be entitled to military leave in accordance with State law, including but not limited to AS 39.20.340, and Federal law, including but not limited to USERRA.

Section 16.3 Injury Leave

A. Employees injured on the job are entitled to the weekly compensation benefits provided by the Workers Compensation Act. Provided they have submitted a complete workers compensation report to Human Resources, employees shall receive their full salary for a period of three (3) consecutive normally scheduled work days from the date of injury. The employee will not be charged PTO for those days. Any workers' compensation payments received by the Employee for said period shall be assigned to the City. After three (3) consecutive normally scheduled work days, if the injured Employee remains unable to work, they will receive the allowed salary from the Workers Compensation program (provided they meet eligibility requirements and comply with all requests for additional information from the City's workers compensation provider). It is the Employee's responsibility to work with the City's workers compensation provider to secure any benefits for which the Employee is eligible. Medical payments and injury awards shall be the property of the Employee. All employer-paid benefits received by an Employee while on injury leave shall continue in force while the Employee is continuously on leave or until a determination is made as to whether an Employee will be able to return to his or her normal work schedule. To maintain benefits that include Employee-paid amounts, the Employee must continue to remit payment to the City during the period of injury leave or risk the loss of the benefit due to non-payment. The City is not responsible for subsidizing the Employee portion of any benefit cost. If an

Employee returns to duty from injury leave, Employee must be absent for three (3) consecutive days to once again enter injury leave status.

B. The City shall require bi-monthly medical reports during the injury leave. In the event the physician permits the Employee to return to work in a limited status, the Employee shall be compensated as allowed by the Workers Compensation program.

C. The City's responsibilities under this Section shall terminate upon the occurrence of any of the following:

- As of the date on which the Employee is declared by a physician to be permanently disabled or on which a retirement plan commences to make disability or retirement payments to the Employee;
- As of the date on which the Employee returns to work with an unrestricted medical release or on which he or she first engaged in any occupation for wage or profit; or
- At the end of one year following the date of the original injury.

D. An Employee shall be eligible for injury leave only upon satisfaction of the following conditions:

- Employee makes a complete report of the injury to Human Resources through his or her Department Head; and
- Employee cooperates with the Human Resources Manager, or designee, to prepare and submit all forms and information related to the Employee that the Human Resources Manager, or designee, may request; and
- Employee cooperates fully with the City's workers compensation insurance carrier so long as the Employee's worker's compensation claim has not been contested; and
- Employee does not use PTO leave at any time.

E. In the event that an Employee is unable to return to work, the Employee may be eligible for benefits provided for in the City's long term disability program or the Workers Compensation Long Term Disability program. While participating in such program, the Employee shall not accrue sick and/or annual leave benefits. The Employee may, however, participate in the City's group insurance programs provided he or she meets the responsibilities under the COBRA Act and the City's insurance program.

Section 16.4 Court Leave

A. Employees called for jury duty shall be treated as being on approved leave without loss of longevity, leave or pay. Service in court when subpoenaed as a witness shall be treated the same as jury duty. Fees paid by the court, other than those for an Employee's appearance at any time outside the Employee's regularly scheduled shift, for travel, parking and subsistence allowances, shall be remitted to the City.

B. An Employee shall provide his or her Department Head with a copy of a notice to call for jury duty immediately upon receipt by the Employee. When excused or released from jury duty for the day, the Employee shall return to work immediately, allowing for delay for the period of time reasonably necessary to travel to and from home to change into work clothing.

Section 16.5 Leave Without Pay

A. An Employee may receive up to three (3) months leave without pay if the City Manager approves it after consultation with the affected Department Head. Such leave shall only be granted after an Employee has exhausted all paid time off. The granting of such leave is within the sole discretion of the City Manager. It shall not be granted if the Employee's absence will hamper provision of City services or operations.

B. An Employee shall request leave without pay provided for in this section in writing at least three (3) months before the Employee's leave would commence. The request should be made to the City Manager, with a copy to the Employee's Department Head. The time frame for requesting leave without pay under this section may be waived by the City Manager, in his or her sole discretion.

C. Upon expiration of the approved leave, the Employee shall be reinstated to the same position the Employee previously filled.

D. There shall be no PTO accrual during any pay period for which the Employee is claiming Leave without Pay under this Section.

E. Benefits will not continue during periods of approved Leave without Pay if the approved period exceeds the equivalent of one full pay period. This includes medical insurance and the utility benefit. Upon return from leave without pay, the Employee must regain eligibility for benefits based on individual program requirements.

Section 16.6 Family and/or Medical Leave of Absence

The City shall comply with the federal Family and Medical Leave Act and the State of Alaska Family Leave Act. FMLA and AFLA, when both are applicable, run concurrently, and paid leave, when available, is charged during periods of approved family leave until exhausted. An employee on leave under FMLA shall suffer no loss of time in City service nor Employee benefits.

During family leave, when the Employee is receiving no pay from the City, the Employee is still responsible for remitting the Employee portion of any benefit-related charges to maintain the benefit.

Section 16.65 Parental Leave

Parental leave is in excess of Family and Medical Leave entitlement and can extend absences for an additional six (6) weeks if substantiated by a physician's written recommendation, for the purpose of caring for a newborn or newly adopted child. Parental leave must be requested prior to the exhaustion of Family and Medical Leave. Employees must use available leave prior to using LWOP. Employees on parental leave are not eligible for holiday pay and do not accrue personal leave during such absences for any time leave without pay is used. An Employee on parental leave shall remain eligible for Employee benefits, provided any Employee premiums are paid timely. The Employee shall within the first thirty (30) days of parental leave, declare the approximate date of his/her intent to return to work.

An Employee absent from work under this section shall have no job protections as afforded under FMLA.

Section 16.7 Emergency Leave

The City Manager may approve, upon the recommendation of the Department Head, paid emergency leave not to exceed one calendar week per fiscal year when critical illness or death has occurred in the Employee's immediate family. Employees must use all available accrued leave prior to being granted Emergency Leave.

Section 16.8 Funeral Leave

Each full-time Employee shall be eligible for two (2) consecutive working days of leave for each funeral of a member of the Employee's immediate family. Such leave shall not be deducted from the Employee's PTO account.

Section 16.9 Definition of "Immediate Family"

Immediate family includes the Employee's spouse, domestic partner, children (including stepchildren and adoptive grandchildren, parent, step-parent, sibling, step-sibling, grandparent, aunt or uncle, or a parent, step-parent, sibling, step-sibling of the employee's spouse.

ARTICLE 17 **WORK RULES**

Section 17.1 Work Rules

The City shall have the right to establish and notify Employees of workplace policies, procedures, and/or rules regarding any matter, and to require Employees to abide by such policies, procedures, and/or rules so long as such policies, procedures and/or rules are not inconsistent with any express provision of this Agreement. An arbitrator

shall have no authority to interpret, apply, add to, detract from, alter, amend, or modify such policies, procedures, and/or rules.

Section 17.2 Protection of Rights

An Employee shall not be required, in the performance of his or her duties, to violate any federal, state or local law. In performing his or her duties, an Employee shall comply with all applicable federal, state and local laws. Each Employee is required to act with due care and regard for Employee's own safety and that of fellow employees and to respect the person and property of other employees and persons. The City agrees that it will not deduct the cost of lost, missing, stolen or damaged property belonging to the City from an Employee's pay, provided the loss or damage was not willfully or negligently caused by or through the actions of the Employee.

A. Non-Discrimination

Employees shall not be discriminated against with respect to compensation, terms, or conditions of employment 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.

The Employer and Union agree to comply with all State, Federal and local laws, rules or regulations prohibiting discrimination against any person with regard to all aspects of employment or membership.

No Bargaining Unit Member shall be discriminated against for upholding lawful union activities. Employees, who serve on a COBEA committee or committees, serve as Employee Representative or as an officer of COBEA's shall not lose his/her position or be discriminated against for these reasons.

Section 17.3 Employee Indemnification

The City shall indemnify Employees as required by law.

Section 17.4 Employee Identification Badges

All Employees shall be issued and shall wear visibly or be able to produce an ID if asked at all times during working hours Employee identification badges which shall include the Employee's name, Position, Department, and a photo . The badges shall be provided to the Employees at the expense of the City, except as provided below, and shall be issued by the City's Finance Department. Damaged or destroyed badges in course of employee's duty shall be replaced at no cost to Employees. Lost or damaged badges as a result of employee neglect will be replaced at the cost of \$10.00 to the Employee for the first one and \$20.00 for each subsequent replacement card.

Section 17.5 No Polygraph or Lie Detector

The City agrees that it will not require, request, suggest, or cause any Employee, or applicants for employment, to submit to examination by a polygraph or other kind of lie detector as defined by 29 U.S.C. 2001. No examination by polygraph or other lie detector shall be used in any personnel decisions including discipline, discharge, or promotion. This paragraph is not intended to prohibit legitimate polygraph use in criminal proceeding or for law enforcement pre-employment screening processes.

Section 17.6 Outside Employment

- A. No Employee shall be employed by or engage in work for an employer other than the City, including but not limited to self-employment, during the Employee's work hours.
- B. Prior to accepting or beginning employment outside of the Employee's work with the City, the Employee shall notify their immediate supervisor, in writing. The Department Head shall notify the Human Resources manager.
- C. While the City of Bethel does not prohibit outside employment, the City does prohibit the outside employment from interfering in any way with the Employee's employment with the City.
- D. An Employee shall notify the City Manager in writing of the Employee's intent to do business with the City at the time of the Employee's application or proposal to the City. The City Manager may recommend for or against the application, but in no case shall the City Manager authorize an Employee to do business with the City if doing so would constitute a conflict of interest.

Section 17.7 Unlawful Acts Prohibited

- A. No Employee shall willfully, negligently or corruptly make any false statement, certificate, mark, rating or report in regard to any test, certification, or appointment held or made, or in any manner commit or attempt to commit any fraud with respect to reports, paperwork, or other duties that are required of the Employee under this Agreement, City rules, policies or procedures, or federal, state, or local laws.
- B. No person seeking appointment to, or promotion in, the city service shall either directly or indirectly give, promise, render or pay any money, service or other valuable thing to any person for, or on account of, or in connection with his or her test, appointment, proposed appointment, promotion or proposed promotion.
- C. No Employee of the City, examiner or other person shall defeat, deceive or obstruct any person in his or her right to examinations, eligibility certification or appointment under these rules, or furnish to any person any special or secret information for the purpose of affecting the rights or prospects of any person with respect to employment in the city service.
- D. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline or any other aspects of personnel

administration because of political or religious opinions or affiliations or because of race, color, creed, sex, sexual orientation, gender identification, religion, national origin or ancestry, age and disability except where physical requirements constitute a bona fide occupational qualification necessary to proper and efficient administration, is prohibited.

Section 17.8 Gifts and Gratuities

It is the responsibility of each city Employee to remain free from indebtedness or favors which could tend to create a conflict of interest on the part of such Employee. If an Employee is tendered or offered a gift or gratuity under circumstances which could reasonably be construed to create the appearance of a conflict of interest, the Employee shall immediately report such offer to the Employee's supervisor who shall in turn inform the Department Head and the City Manager. Any Employee who knowingly accepts any gift or gratuity without the prior approval of the City Manager in violation of this section may be subject to discipline.

Section 17.9 Employment of Relatives

- A. No person may be employed in any position who is an immediate family member of the City Manager or Human Resources Manager. No person may serve in a supervisory capacity over a member of the employee's immediate family. No member may be hired as a management employee (as defined by BMC 3.12.070) who is an immediate family member of a member of the city council. No person may be hired, transferred, or otherwise put into a position to be a direct supervisor or direct report of an immediate family member.
- B. If two employees marry or otherwise become related (as defined by immediate family member) neither of the employees will be allowed to hold supervisory authority over the other one.
- C. The City Manager may, at any time, correct appointments and continued employment prohibited in this section by transfer, layoff, demotion or termination of employment. In doing so, the city manager shall take such corrective action which has the least adverse impact on the employees necessary to cure the prohibited appointment or continued employment, provided such corrective action shall always be in the best interests of the City.

17.10 Political Activity

An Employee, who is elected as a member of the Bethel City Council or to a state or national elected political office, shall immediately resign from City employment. In this section, "elected" means the status of a candidate upon certification of a local election or at the time the candidate is sworn into a state or national office following an election.

An employee who is a political candidate for any elected office shall not conduct political activities during work time or on City owned property. Use of City equipment to conduct any political or personal activities is strictly prohibited.

Section 17.11 Grant Programs

When an Employee's appointment to a job class is made pursuant to a grant program and the appointment and job class are covered by this Agreement, the provisions of this Agreement shall apply unless the provisions of the grant, or the law that applies to the grant, conflict. If a conflict exists, the grant or law shall apply.

Section 17.12 Relationship Between Agreement and Title III of Bethel Municipal Code

With respect to positions included in the bargaining unit, if there is a conflict between the provisions of this Agreement and Title III of the Bethel Municipal Code, entitled "City of Bethel Personnel Rules and Regulations," the provisions of this Agreement apply. In the event the Agreement is silent on a provision, then the provision of Title III shall apply.

ARTICLE 18 **SAFETY**

Section 18.1 Safety Rules

A. Safety rules, policies and procedures of the City, which the City may modify from time to time, are incorporated by reference and made part of this Agreement. All Employees must at all times comply with such safety rules, policies and procedures. Any Employee who is injured on the job must make an immediate report to the Employee's supervisor, no matter how slight the injury. Failure of an Employee to follow safety rules, including the immediate reporting of injuries, may result in discipline up to and including dismissal.

B. The City and Union are mutually committed to the reasonable efforts to maintain safe and healthful working conditions for all Employees. It shall not be a violation of this Agreement or grounds for discipline or dismissal if an Employee, in good faith, refuses to work in/on what the Employee reasonably believes to be unsafe conditions for his or her job which would subject the Employee to serious injury or death. Whenever possible, an Employee must first seek from the City a correction of the dangerous condition. Employees shall not knowingly continue to work in what they know to be a dangerous condition.

C. An Employee who notices an unsafe work condition is mandated to report the unsafe condition to their immediate supervisor. The immediate supervisor shall proceed to copy the City's designated OSHA Safety Officer or Human Resources Manager.

Section 18.2 Drug Testing

The City and Union agree that any drug and/or alcohol testing policy or procedure adopted by the City Council or required by law shall be applicable to the Employees covered by this Agreement. Failure of an Employee to comply with such policy or procedure shall be grounds for discipline up to and including dismissal.

Section 18.3 Safety Devices and Uniforms

The City shall provide all devices, apparel or equipment necessary for an Employee's safety in accordance with applicable laws. Additionally, the City shall provide special tools, equipment, clothing and uniforms it deems necessary to accomplish work assignments. All items provided to Employees in accordance with this section are property of the City, may be used only for official work purposes, when practicable, shall remain at the City at all times that the property is not in use by the Employee and shall be returned in good working order upon separation from City service.

Section 18.4 Employee Health

Employees in positions exposed to unique hazards or which exhibit a proven risk for the development of certain illnesses will be provided with medically-recommended immunizations or preventative screenings.

ARTICLE 19 **BENEFITS**

Section 19.1 Health Insurance

- A. The City will provide full-time Employees and their qualified dependents group medical, dental, vision, life, short-term and long-term disability insurance benefits. Full-time Employees are those Employees who are normally scheduled to work thirty (30) or more hours a week. Employees are solely responsible for any personal tax liability incurred for said benefits. (This does not include any tax levied on the city by the ACA.)

Seasonal Employees and part-time Employees shall not be eligible for health, dental, long term disability and life insurance benefits.

B. The City shall pay the annual cost of the health plan with the following exceptions:

1. Year 1: (effective the first pay period upon ratification by both the Union and the City Council) Employee pays \$20 per month per covered individual (\$60 Max.)
2. Effective July 2018: Employee pays \$25 per month per covered individual (\$75 Max.)
3. Effective July 2019: Employee pays \$30 per month per covered individual (\$90 Max.)

Section 19.2 Utility Benefit

A. Full-time employees shall receive water, sewer, and garbage services from the City for a fee \$132.62 per month. Employees who reside in multi-family dwellings with a shared water tank shall not be eligible for this benefit, including those employees with rental units served by their primary water tank. When the Employee no longer works for the City, the Employee shall not receive the benefits provided for in this Section.

B. Discounted water and sewer services shall be provided on the established delivery schedule, up to a maximum of two a week. The maximum amount of water that shall be provided is 2000 gallons per week. Charges for service that exceed the established limits in this paragraph will be the sole responsibility of the employee

C. All Employees must complete an application to receive the utility benefits which includes the proper approvals to receive utility benefits. Charges for utility services will be deducted from the employee's payroll each month, to include the discounted services and any additional services requested by the employee.

D. Any Employee who fails to notify the Utility Service Department to disconnect services within one week after they change residences may be denied the utility benefit in the future.

E. Employees are not required to pay the established deposit for utility services but will be taxed on the benefit (the difference between the discounted employee rate and the City-established residential rate for the same service).

Section 19.3 Deferred Compensation

The City shall continue the deferred compensation program to be funded entirely by Employee contributions.

Section 19.4 Retirement

All regular Employees shall be enrolled in the Alaska Public Employees Retirement System (PERS) upon hire in accordance with the City's PERS contract with the State of Alaska. Employees hired into positions that are not included in the City's PERS contract will not be eligible for this benefit.

Section 19.5: Training/Professional Development

The City and Union agree that education and training may enhance and employee's job performance and prepare the employee for career advancement within the City. To that end, the City and Union encourage employees to take advantage of City-sponsored training and /or professional development programs and the tuition reimbursement program (Article 21).

In any fiscal year during the term of this Collective Bargaining Agreement, employees covered herein shall be encouraged to take one (1) training or professional development course for which it has been determined that the course will either enhance the employee's job performance or prepare the employee for career advancement within the City, with the course to be scheduled at the Department's convenience during work hours, either on or off-site. The cost of an off-site training course shall depend on whether the funds for it are allocated in the budget.

Section 19.6: Other

City-issued cellular phones, loaner computers, access to specialized housing, use of a city-owned vehicle either during duty hours or in a take-home role, government travel rates, vendor discounts, or other similar items not specifically identified in this agreement are not to be construed as employee benefits. These items are governed by City-adopted policies and may be changed at any time regardless of past practices.

ARTICLE 20

STRIKE/LOCKOUT/WORK STOPPAGE/ PICKET LINE

Section 20.1 Strike/Lockout

The parties agree that there shall be no strikes, work stoppages, or lockouts during the life of this Agreement.

Section 20.2 Picket Lines

The parties agree that it shall be a violation of this Agreement and it shall be cause for disciplinary action in the event an Employee refuses to go through or work behind any picket line. The City specifically retains all of its rights under AS 23.40.200.

ARTICLE 21

TUITION ASSISTANCE

A. If an Employee wants to seek tuition assistance, the Employee shall submit a written request to the Department Head, or designee, for recommendation, subject to approval by the City Manager. A decision to grant tuition assistance is at the sole discretion of the City Manager and is subject to available funds. The Employee's written request must include at a minimum a course syllabus, cost estimate for the class as well as an explanation demonstrating the benefits of the class to the Employee and for the City. The request must identify the vocational school, accredited college or university.

B. If approved, tuition assistance will only be paid if the Employee achieves a passing grade for a pass/fail system, or a "C" grade or better for classes on a letter grading system, or other appropriate proficiency levels applicable to the course(s) taken. An Employee must submit a written copy of the final grade to the City Manager, or designee, in order to be reimbursed.

ARTICLE 22

GENERAL PROVISIONS

Section 22.1 Duration

A. This Agreement shall become effective July 1, 2017 and shall continue in full force and effect through midnight, June 30, 2020. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party not later than January 1st of any succeeding year.

Section 22.2 Separability

A. Violations. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

B. Replacement. If a determination or decision is made pursuant to Section A of this article that part of this Agreement is found to be in violation of law, the parties to this Agreement shall convene for the purpose of negotiating a satisfactory substitute for the invalidated article, section or portion thereof.

C. Printing of the Agreement. The parties agree that a Union representative and a person appointed by the Employer will meet and mutually agree on the format, size, and specifications of the Agreement to be printed. The Union shall print or be responsible for the printing of the Agreement. The parties will designate the number of copies of the Agreement each desires and each party will be responsible for the cost involved in printing that number of copies.

Section 22.3 Waiver of Bargaining Rights and Amendments to Agreement

During the negotiations resulting in this Agreement, the City and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Alaska Public Employment Relations Act imposes an obligation to bargain. This Agreement contains the entire understanding, undertaking, and agreement of the City and the Union, after exercise of the right and opportunity referred to in the first sentence of this section, and finally determines all matters of collective bargaining for its term.

ARTICLE 22.4 - Labor/Management Committee

- A. To facilitate two-way communications between the parties and to promote a climate conducive to constructive employee relations and greater productivity, a joint labor/management committee shall be established. This committee shall consist of up to three Management Representatives and three Association Representatives, and shall be chaired by the City Manager or his/her designee.
- B. This joint committee shall meet upon request of either party on a quarterly basis to discuss matters of mutual interest, including operating problems, methods of improving productivity, morale and public relations, or to work on specific issues as required in this agreement. Approved time spent in meetings shall neither be charged to leave credits nor considered overtime worked.
- C. The committee(s) shall have no authority to contravene any provisions of this Agreement, nor to enter into any agreements binding the parties. Matters requiring a Letter of Agreement shall not be implemented until a signed Letter of Agreement has been approved by the designated management Representatives and Association Designated Negotiators.

Appendix A

Classification	Range
Finance Department	
General Ledger	8
Grant Manager	7
Accounting Specialist	5
Accounting Clerk	4
Administrative	
Administrative Assistant	4
Public Safety Dispatcher	5
Information Technology	
IT Technician	6
Public Works	
Streets and Roads	
Streets and Roads Foreman	6
Grader Operator	4
Operator/Driver	4
Property Maintenance	
Building Maintenance Foreman	6
Property Maintenance Worker	4
Solid Waste	
Landfill Manager	4
Landfill Technician	3
Solid Waste Driver	4
Utility Services	
Utility Foreman	6
Water Truck Driver	4

Appendix A

Classification	Range
Evacuation Truck Driver	4
Utility Maintenance	
Utility Maintenance Foreman	6
Utility Maintenance Worker	4
Water Treatment Operator	4
Water Treatment Facilities Coordinator	5
Vehicle and Equipment Maintenance	
Mechanic II/Oiler	5
Mechanic I	4
Parts Inventory Clerk	4
Bethel Transit System (Grant Funded)	
Transit Manager	6
Bus Driver	4
Municipal Dock and Port of Bethel	
Administrative Assistant	4
City Dock Attendant	4
Community Service Patrol (Grant Funded)	
Comm. Service Patrol Officers	5
Public Safety Positions	
Officer Candidate (Police)	PS1
Certified Police Officer	PS3
Police Corporal	PS4
Police Sergeant	PS5
Police Lieutenant	PS6
Firefighter/EMT	PS2
Fire Captain	PS6

APPENDIX B

CITY OF BETHEL PUBLIC SAFETY WAGE SCALE FOR JULY 1, 2017 THROUGH JUNE 30, 2018

STEP RANGE	A		B		C		D		E		F		G		H		I		J	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
PS 6	71,766	34.50	73,560	35.37	75,399	36.25	77,284	37.16	79,216	38.08	81,197	39.04	83,227	40.01	85,307	41.01	87,440	42.04	89,626	43.09
PS 5	69,204	33.27	70,934	34.10	72,707	34.96	74,525	35.83	76,388	36.73	78,298	37.64	80,255	38.58	82,262	39.55	84,318	40.54	86,426	41.55
PS 4	64,092	30.81	65,694	31.58	67,337	32.37	69,020	33.18	70,746	34.01	72,514	34.86	74,327	35.73	76,185	36.63	78,090	37.54	80,042	38.48
PS 3	59,345	28.53	60,829	29.24	62,349	29.98	63,908	30.73	65,506	31.49	67,143	32.28	68,822	33.09	70,543	33.91	72,306	34.76	74,114	35.63
PS 2	49,850	23.97	51,096	24.57	52,374	25.18	53,683	25.81	55,025	26.45	56,401	27.12	57,811	27.79	59,256	28.49	60,737	29.20	62,256	29.93
PS 1	47,476	22.83	48,663	23.40	49,879	23.98	51,126	24.58	52,405	25.19	53,715	25.82	55,058	26.47	56,434	27.13	57,845	27.81	59,291	28.51
STEP RANGE	K		L		M		N		O		P		Q		R		S		T	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
PS 6	91,867	44.17	94,163	45.27	96,517	46.40	98,930	47.56	101,403	48.75	103,939	49.97	106,537	51.22	109,200	52.50	111,930	53.81	114,729	55.16
PS 5	88,587	42.59	90,802	43.65	93,072	44.75	95,398	45.86	97,783	47.01	100,228	48.19	102,734	49.39	105,302	50.63	107,935	51.89	110,633	53.19
PS 4	82,043	39.44	84,094	40.43	86,197	41.44	88,352	42.48	90,560	43.54	92,824	44.63	95,145	45.74	97,524	46.89	99,962	48.06	102,461	49.26
PS 3	75,967	36.52	77,866	37.44	79,812	38.37	81,808	39.33	83,853	40.31	85,949	41.32	88,098	42.35	90,300	43.41	92,558	44.50	94,872	45.61
PS 2	63,812	30.68	65,408	31.45	67,043	32.23	68,719	33.04	70,437	33.86	72,198	34.71	74,003	35.58	75,853	36.47	77,749	37.38	79,693	38.31

Appendix B

CITY OF BETHEL WAGE SCALE FOR JULY 1, 2017 THROUGH JUNE 30, 2018

ANNUAL I 1.025

STEP RANGE	A	A-1	B	B-1	C	C-1	D	D-1	E	E-1
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
9	61,300	29.47	62,833	30.21	64,403	30.96	66,013	31.74	67,664	32.53
8	56,748	27.28	58,167	27.96	59,621	28.66	61,111	29.38	62,639	30.11
7	51,274	24.65	52,556	25.27	53,870	25.90	55,216	26.55	56,597	27.21
6	47,476	22.82	48,663	23.40	49,879	23.98	51,126	24.58	52,405	25.19
5	43,959	21.13	45,058	21.66	46,184	22.20	47,339	22.77	48,523	23.33
4	40,703	19.57	41,721	20.06	42,764	20.56	43,833	21.07	44,928	21.60
3	37,687	18.12	38,629	18.57	39,595	19.04	40,585	19.51	41,599	20.00
2	34,896	16.78	35,768	17.20	36,663	17.63	37,579	18.07	38,519	18.52
1	32,311	15.53	33,119	15.92	33,947	16.32	34,795	16.73	35,665	17.15
STEP RANGE	F	F-1	G	G-1	H	H-1	I	I-1	J	J-1
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
9	78,469	37.73	80,431	38.67	82,442	39.64	84,503	40.63	86,615	41.64
8	72,642	34.92	74,458	35.80	76,320	36.69	78,228	37.61	80,183	38.55
7	65,635	31.56	67,276	32.34	68,958	33.15	70,682	33.98	72,449	34.83
6	60,773	29.22	62,293	29.95	63,850	30.70	65,446	31.46	67,082	32.25
5	56,271	27.05	57,678	27.73	59,120	28.42	60,598	29.13	62,113	29.86
4	52,103	25.05	53,406	25.68	54,741	26.32	56,110	26.98	57,512	27.65
3	48,243	23.19	49,449	23.77	50,685	24.37	51,952	24.98	53,251	25.60
2	44,670	21.48	45,787	22.01	46,931	22.56	48,105	23.13	49,307	23.71
1	41,361	19.89	42,395	20.38	43,455	20.89	44,541	21.41	45,655	21.95
STEP RANGE	K	K-1	L	L-1	M	M-1	N	N-1	O	O-1
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
9	100,447	48.29	102,958	49.50	105,532	50.74	108,171	52.01	110,875	53.31
8	92,988	44.71	95,313	45.82	97,696	46.97	100,138	48.14	102,642	49.35
7	84,018	40.39	86,119	41.40	88,272	42.44	90,479	43.50	92,741	44.59
6	77,795	37.40	79,740	38.34	81,733	39.29	83,777	40.28	85,871	41.28
5	72,032	34.63	73,833	35.50	75,679	36.38	77,571	37.29	79,510	38.23
4	66,697	32.07	68,364	32.87	70,073	33.69	71,825	34.53	73,621	35.39
3	61,755	29.69	63,298	30.43	64,881	31.19	66,503	31.97	68,165	32.77
2	57,181	27.49	58,611	28.18	60,076	28.88	61,578	29.60	63,117	30.34
1	52,945	25.45	54,269	26.09	55,626	26.74	57,016	27.41	58,442	28.10
STEP RANGE	P	P-1	Q	Q-1	R	R-1	S	S-1	T	T-1
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
9	128,581	61.82	131,033	63.11	133,545	64.40	136,117	65.69	138,750	66.98
8	119,033	57.23	121,551	58.52	124,130	59.81	126,769	61.10	129,469	62.40
7	107,551	51.71	110,245	53.00	113,000	54.29	115,817	55.58	118,696	56.87
6	99,584	47.88	102,427	49.17	105,338	50.46	108,317	51.75	111,365	53.04
5	92,207	44.33	95,245	45.62	98,350	46.91	101,523	48.20	104,775	49.49
4	85,377	41.05	88,598	42.49	91,891	43.88	95,257	45.27	98,706	46.66
3	79,051	38.01	82,395	39.48	85,820	40.87	89,327	42.26	92,896	43.65
2	73,197	35.19	76,723	36.58	80,335	37.97	83,937	39.36	87,630	40.75
1	67,775	32.58	71,411	33.97	75,242	35.36	79,165	37.15	83,178	38.54

APPENDIX C

CITY OF BETHEL PUBLIC SAFETY WAGE SCALE FOR JULY 1, 2018 THROUGH JUNE 30, 2019

STEP RANGE	A		B		C		D		E		F		G		H		I		J	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
PS 6	73,560	35.37	75,399	36.25	77,284	37.16	79,216	38.08	81,196	39.04	83,226	40.01	85,307	41.01	87,440	42.04	89,626	43.09	91,866	44.17
PS 5	70,934	34.10	72,707	34.96	74,525	35.83	76,388	36.73	78,298	37.64	80,255	38.58	82,262	39.55	84,318	40.54	86,426	41.55	88,587	42.59
PS 4	65,694	31.58	67,336	32.37	69,020	33.18	70,745	34.01	72,514	34.86	74,327	35.73	76,185	36.63	78,090	37.54	80,042	38.48	82,043	39.44
PS 3	60,829	29.24	62,350	29.98	63,908	30.73	65,506	31.49	67,144	32.28	68,822	33.09	70,543	33.91	72,307	34.76	74,114	35.63	75,967	36.52
PS 2	51,096	24.57	52,373	25.18	53,683	25.81	55,025	26.45	56,400	27.12	57,810	27.79	59,256	28.49	60,737	29.20	62,256	29.93	63,812	30.68
PS 1	48,663	23.40	49,880	23.98	51,127	24.58	52,405	25.19	53,715	25.82	55,058	26.47	56,434	27.13	57,845	27.81	59,291	28.51	60,773	29.22
STEP RANGE	K		L		M		N		O		P		Q		R		S		T	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
PS 6	94,163	45.27	96,517	46.40	98,930	47.56	101,403	48.75	103,938	49.97	106,537	51.22	109,200	52.50	111,930	53.81	114,728	55.16	117,597	56.54
PS 5	90,802	43.65	93,072	44.75	95,398	45.86	97,783	47.01	100,228	48.19	102,734	49.39	105,302	50.63	107,934	51.89	110,633	53.19	113,399	54.52
PS 4	84,094	40.43	86,196	41.44	88,351	42.48	90,560	43.54	92,824	44.63	95,144	45.74	97,523	46.89	99,961	48.06	102,460	49.26	105,022	50.49
PS 3	77,866	37.44	79,813	38.37	81,808	39.33	83,853	40.31	85,950	41.32	88,099	42.36	90,301	43.41	92,559	44.50	94,872	45.61	97,244	46.75
PS 2	65,407	31.45	67,042	32.23	68,718	33.04	70,436	33.86	72,197	34.71	74,002	35.58	75,852	36.47	77,749	37.38	79,692	38.31	81,685	39.27

Appendix C

CITY OF BETHEL WAGE SCALE FOR JULY 1, 2018 THROUGH JUNE 30, 2019

STEP RANGE	ANNUAL I 1.025		A		A-1		B		B-1		C		C-1		D		D-1		E		E-1	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
9	62,832	30.21	64,403	30.96	66,013	31.74	67,663	32.53	69,355	33.34	71,089	34.18	72,866	35.03	74,688	35.91	76,555	36.81	78,469	37.73		
8	58,167	27.96	59,621	28.66	61,112	29.38	62,639	30.12	64,205	30.87	65,811	31.64	67,456	32.43	69,142	33.24	70,871	34.07	72,643	34.92		
7	52,566	25.27	53,870	25.90	55,217	26.55	56,597	27.21	58,012	27.89	59,462	28.59	60,949	29.30	62,473	30.03	64,034	30.79	65,635	31.56		
6	48,663	23.40	49,880	23.98	51,127	24.58	52,405	25.19	53,715	25.82	55,058	26.47	56,434	27.13	57,845	27.81	59,291	28.51	60,773	29.22		
5	45,058	21.66	46,184	22.20	47,339	22.76	48,523	23.33	49,736	23.91	50,979	24.51	52,253	25.12	53,560	25.75	54,899	26.39	56,271	27.05		
4	41,720	20.06	42,763	20.56	43,832	21.07	44,928	21.60	46,051	22.14	47,202	22.69	48,382	23.26	49,592	23.84	50,832	24.44	52,103	25.05		
3	38,629	18.57	39,595	19.04	40,585	19.51	41,599	20.00	42,639	20.50	43,705	21.01	44,798	21.54	45,918	22.08	47,066	22.63	48,242	23.19		
2	35,768	17.20	36,662	17.63	37,579	18.07	38,518	18.52	39,481	18.98	40,468	19.46	41,480	19.94	42,517	20.44	43,580	20.95	44,669	21.48		
1	33,119	15.92	33,947	16.32	34,796	16.73	35,666	17.15	36,557	17.58	37,471	18.01	38,408	18.47	39,368	18.93	40,352	19.40	41,361	19.89		
STEP RANGE	F		G		H		H-1		I		J		J-1		K		K-1		L		L-1	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
9	80,430	38.67	82,441	39.64	84,502	40.63	86,615	41.64	88,780	42.68	90,999	43.75	93,274	44.84	95,606	45.96	97,996	47.11	100,446	48.29		
8	74,459	35.80	76,320	36.69	78,228	37.61	80,184	38.55	82,188	39.51	84,243	40.50	86,349	41.51	88,508	42.55	90,721	43.62	92,989	44.71		
7	67,276	32.34	68,958	33.15	70,682	33.98	72,449	34.83	74,260	35.70	76,117	36.59	78,020	37.51	79,970	38.45	81,969	39.41	84,019	40.39		
6	62,293	29.95	63,950	30.70	65,445	31.46	67,082	32.25	68,760	33.06	70,479	33.88	72,240	34.73	74,047	35.60	75,898	36.49	77,795	37.40		
5	57,678	27.73	59,120	28.42	60,598	29.13	62,113	29.86	63,666	30.61	65,257	31.37	66,889	32.16	68,561	32.96	70,275	33.79	72,032	34.63		
4	53,405	25.68	54,740	26.32	56,109	26.98	57,511	27.65	58,949	28.34	60,423	29.05	61,934	29.78	63,482	30.52	65,069	31.28	66,696	32.07		
3	49,448	23.77	50,685	24.37	51,952	24.98	53,251	25.60	54,582	26.24	55,946	26.90	57,345	27.57	58,779	28.26	60,248	28.97	61,754	29.69		
2	45,786	22.01	46,931	22.56	48,104	23.13	49,307	23.71	50,539	24.30	51,803	24.91	53,098	25.53	54,425	26.17	55,786	26.82	57,181	27.49		
1	42,395	20.38	43,455	20.89	44,541	21.41	45,655	21.95	46,796	22.50	47,966	23.06	49,165	23.64	50,394	24.23	51,654	24.83	52,946	25.45		
STEP RANGE	K		K-1		L		L-1		M		M-1		N		N-1		O		O-1		P	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
9	102,958	49.50	105,531	50.74	108,170	52.00	110,874	53.30	113,646	54.64	116,487	56.00	119,399	57.40	122,384	58.84	125,444	60.31	128,580	61.82	131,794	63.36
8	95,313	45.82	97,696	46.97	100,139	48.14	102,642	49.35	105,208	50.58	107,838	51.85	110,534	53.14	113,298	54.47	116,130	55.83	119,033	57.23	122,009	58.66
7	86,119	41.40	88,272	42.44	90,479	43.50	92,741	44.59	95,059	45.70	97,436	46.84	99,872	48.02	102,369	49.22	104,928	50.45	107,551	51.71	110,240	53.00
6	79,740	38.34	81,733	39.29	83,777	40.28	85,871	41.28	88,018	42.32	90,218	43.37	92,474	44.46	94,786	45.57	97,155	46.71	99,584	47.88	102,074	49.07
5	73,833	35.50	75,679	36.38	77,571	37.29	79,510	38.23	81,498	39.18	83,535	40.16	85,623	41.17	87,764	42.19	89,958	43.25	92,207	44.33	94,512	45.44
4	68,363	32.87	70,072	33.69	71,824	34.53	73,620	35.39	75,460	36.28	77,347	37.19	79,280	38.12	81,262	39.07	83,294	40.05	85,376	41.05	87,511	42.07
3	63,298	30.43	64,881	31.19	66,503	31.97	68,165	32.77	69,869	33.59	71,616	34.43	73,406	35.29	75,242	36.17	77,123	37.08	79,051	38.01	81,027	38.96
2	58,610	28.18	60,075	28.88	61,577	29.60	63,117	30.34	64,695	31.10	66,312	31.88	67,970	32.68	69,669	33.49	71,411	34.33	73,196	35.19	75,026	36.07
1	54,269	26.09	55,626	26.74	57,017	27.41	58,442	28.10	59,903	28.80	61,401	29.52	62,936	30.26	64,509	31.01	66,122	31.79	67,775	32.58	69,469	33.40

APPENDIX D

CITY OF BETHEL PUBLIC SAFETY WAGE SCALE FOR JULY 1, 2019 THROUGH JUNE 30, 2020

STEP RANGE	A		B		C		D		E		F		G		H		I		J	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
PS 6	75,399	36.25	77,284	37.16	79,216	38.08	81,196	39.04	83,226	40.01	85,307	41.01	87,440	42.04	89,626	43.09	91,866	44.17	94,163	45.27
PS 5	72,707	34.96	74,525	35.83	76,388	36.72	78,297	37.64	80,255	38.58	82,261	39.55	84,318	40.54	86,426	41.55	88,586	42.59	90,801	43.65
PS 4	67,336	32.37	69,019	33.18	70,745	34.01	72,514	34.86	74,326	35.73	76,185	36.63	78,089	37.54	80,041	38.48	82,042	39.44	84,093	40.43
PS 3	62,350	29.98	63,909	30.73	65,506	31.49	67,144	32.28	68,823	33.09	70,543	33.92	72,307	34.76	74,115	35.63	75,967	36.52	77,867	37.44
PS 2	52,373	25.18	53,682	25.81	55,024	26.45	56,400	27.12	57,810	27.79	59,255	28.49	60,737	29.20	62,255	29.93	63,811	30.68	65,407	31.45
PS 1	49,880	23.98	51,127	24.58	52,405	25.19	53,715	25.82	55,058	26.47	56,435	27.13	57,846	27.81	59,292	28.51	60,774	29.22	62,293	29.95
STEP	K		L		M		N		O		P		Q		R		S		T	
RANGE	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
PS 6	96,517	46.40	98,930	47.56	101,403	48.75	103,938	49.97	106,537	51.22	109,200	52.50	111,930	53.81	114,728	55.16	117,597	56.54	120,537	57.95
PS 5	93,071	44.75	95,398	45.86	97,783	47.01	100,227	48.19	102,733	49.39	105,301	50.63	107,934	51.89	110,632	53.19	113,398	54.52	116,233	55.88
PS 4	86,196	41.44	88,351	42.48	90,559	43.54	92,823	44.63	95,144	45.74	97,523	46.89	99,961	48.06	102,460	49.26	105,021	50.49	107,647	51.75
PS 3	79,813	38.37	81,809	39.33	83,854	40.31	85,950	41.32	88,099	42.36	90,301	43.41	92,559	44.50	94,873	45.61	97,245	46.75	99,676	47.92
PS 2	67,042	32.23	68,718	33.04	70,436	33.86	72,197	34.71	74,002	35.58	75,852	36.47	77,748	37.38	79,692	38.31	81,684	39.27	83,726	40.25

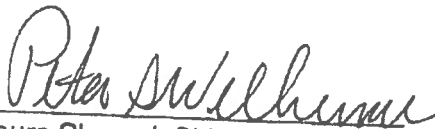
CITY OF BETHEL WAGE SCALE FOR JULY 1, 2019 THROUGH JUNE 30, 2020

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Section 22.5 Changes to Agreement

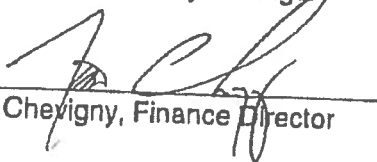
This Agreement may be amended with the mutual consent of the parties. Changes in this Agreement, whether by addition, deletion, amended or modification, must be reduced to writing and extended by both the City and Union in the form of a Letter of Agreement.

For the City of Bethel


Laura Cloward, Chief Negotiator

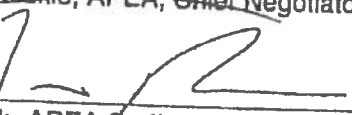

Keith L. Henthorn, Human
Resources Manager

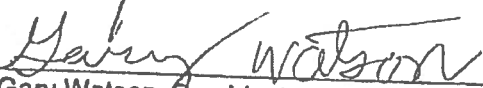

Peter Williams, City Manager

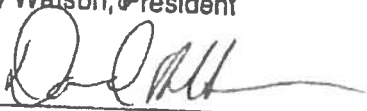

Jim Chevigny, Finance Director

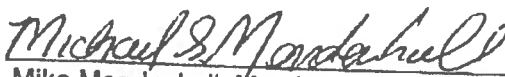
For the City of Bethel Employees Association, Local 6055 APEA/ AFT

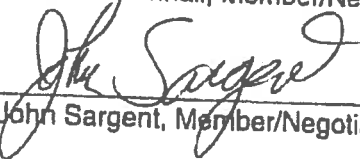

~~Michael E. Koskie, APEA, Chief Negotiator~~

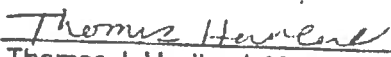

Jason Roach, APEA Staff

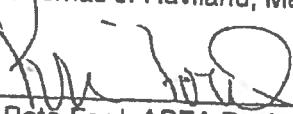

Gary Watson, President


Dave Stovner, Vice-President


Mike Mendenhall, Member/Negotiator


John Sargent, Member/Negotiator

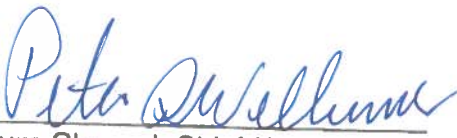

Thomas J. Haviland, Member/Negotiator


Pete Ford, APEA Business Manager

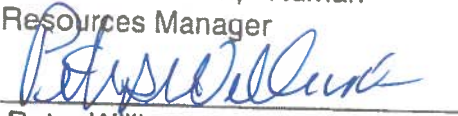
Section 22.5 Changes to Agreement

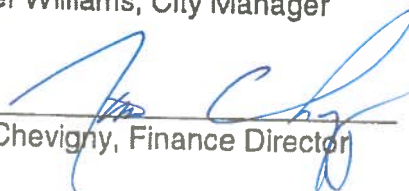
This Agreement may be amended with the mutual consent of the parties. Changes in this Agreement, whether by addition, deletion, amended or modification, must be reduced to writing and extended by both the City and Union in the form of a Letter of Agreement.

For the City of Bethel


Laura Cloward, Chief Negotiator

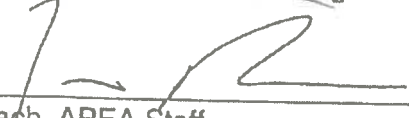

Keith L. Henthorn, Human
Resources Manager

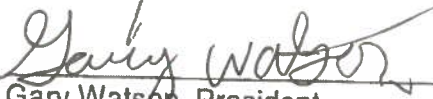

Peter Williams, City Manager


Jim Chevigny, Finance Director

For the City of Bethel Employees Association, Local 6055 APEA/ AFT

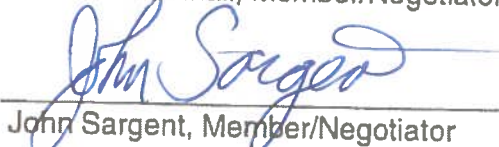

Michael E. Koskie, APEA, Chief Negotiator

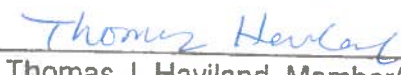

Jason Roach, APEA Staff


Gary Watson, President


Dave Stovner, Vice-President


Mike Mendenhall, Member/Negotiator


John Sargent, Member/Negotiator


Thomas J. Haviland, Member/Negotiator


Pete Ford, APEA Business Manager



LETTER OF AGREEMENT
between the
CITY OF BETHEL
and the
ALASKA PUBLIC EMPLOYEES ASSOCIATION
representing the
City of Bethel Employees Association Local 6055, APEA/AFT

**Re: Probationary Periods of full-time commissioned members of the
Bethel Police Department**

The Following Agreement is entered into between The City of Bethel and APEA/AFT regarding a possible inconsistency with state law regarding the length of time police officers spend on probationary status.

APEA/ AFT, and the City of Bethel agree to revert to the contract language of the 2014-2017 Collective Bargaining Agreement to resolve this issue.

1. Article 6 Section 1 A-E of the collective bargaining agreement between The City of Bethel and the City of Bethel Employees Association shall be modified as follows:

Section 6.1 Newly Hired Positions

- A. The probationary period for full time positions, except commissioned members of the Bethel Police Department who do not have a basic, intermediate, or advanced Alaska Police Standards Council certificate, is 180 calendar days.
- B. The probationary period for part-time positions is 520 hours of consecutive service.
- C. The probationary period for full time commissioned members of the Bethel Police Department who do not have a basic, intermediate, or advanced Alaska Police Standards Council certificate is twelve (12) months.
- D. A Department Head may consider service rendered in a temporary position as probationary service for a regular appointment if the regular appointment is for a position which requires the same duties and responsibilities as the temporary position.
- E. Probationary appointments entitle a newly hired Employee to the same benefits available to an Employee who has obtained a regular appointment, subject to the conditions of the benefit plans, and unless otherwise specified in this Agreement.
- F. The Employee shall acquire regular status on the first working day following completion of the probationary period, unless action is taken by the Department Head to separate the newly hired Employee or extend the probationary period in writing prior to the end of the probationary appointment subject to the approval of the City Manager. The probationary period may be extended for a period of time not to exceed three (3) months, unless the Employee is in the Police or Fire department. In such cases, the Employee's

probationary period may be extended for a period of time not to exceed six (6) months. Such an extension does not affect or change the initial hire anniversary date with the City for the Employee. Any extension of the probationary period requires approval of the City Manager.

2. Article 12 Section 9 of the collective bargaining agreement between The City of Bethel and the City of Bethel Employees Association shall be modified as follows:

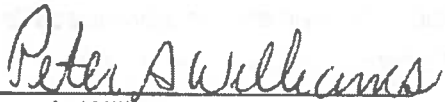
Section 12.9 Completion of Probation

A. Upon satisfactory completion of the probationary period after initial appointment, the entrance salary of the Employee (except for police officers) shall be advanced one step. An Employee will not receive a probationary increase if the Employee was hired at Step B or above initially.

B. Police Officers in their initial employment with the City, shall advance one step upon the successful completion of an approved training academy, field training, and six (6) months of service with the City.

This agreement can only be reopened or amended upon mutual agreement of the parties.

FOR THE CITY OF BETHEL:



Peter A. Williams
City Manager

4/18/2019

Dated

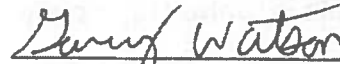
FOR APEA/AFT (AFL-CIO):



Michael Koskie
APEA/AFT Northern Regional Manager

4-19-19

Date



Gary Watson, Local 6055 President

4-18-19

Date

LETTER OF AGREEMENT
between the
CITY OF BETHEL EMPLOYEES ASSOCIATION LOCAL #6055
ALASKA PUBLIC EMPLOYEES ASSOCIATION/AFT (AFL-CIO)
and the
THE CITY OF BETHEL

It is understood and agreed between the parties that the following provisions are amendments to the current bargaining unit agreement. These provisions shall represent the agreement between the parties for the period of July 1, 2020 to June 30, 2021 on the terms set forth below:

- 1) Subject to the terms of this LOA, the agreement is hereby renewed for one calendar year from July 1, 2020 through June 30, 2021.
- 2) The parties shall commence negotiations for a successor agreement no later than April 2021 if Covid-19 has subsided and it is safe to travel.
- 3) The following provisions of Article 12 Pay and Payroll which otherwise end by their terms are modified as follows:
 - a. Article 12.1 Wage Schedule and Pay Rates- Effective July 1, 2020 the wage scale shall be increased by 3% in Appendix D.
- 4) The following provisions of Article 22 General Provisions which otherwise would end by their terms are modified as follows:
 - a. Article 22.1 Duration- This agreement shall become effective July 1, 2020 and shall continue in full force and effect through midnight, June 30, 2021.
- 5) Except as explicitly altered by this LOA, all other terms of the Collective Bargaining Agreement remain unchanged and in full force and effect.

CITY OF BETHEL EMPLOYEES
ASSOCIATION LOCAL 6055
ALASKA PUBLIC EMPLOYEES
ASSOCIATION/AFT (AFL-CIO)

CITY OF BETHEL

DATE

DATE