

New Business

Introduced by: Council Member Rick Robb

Date: June 12, 2012

June 26, 2012

Action:

Vote:

CITY OF BETHEL, ALASKA

Resolution # 12-13

A RESOLUTION DESIGNATING REPRESENTATIVES FROM CITY ADMINISTRATION AND CITY COUNCIL TO SIT ON THE KUIMARVIK-A PLACE TO SWIM INC.'S BOARD OF DIRECTORS

WHEREAS, Kuimarvik- A Place to Swim Inc. is established to fund-raise and assist in the development of an aquatic and fitness center in Bethel, Alaska;

WHEREAS, Kuimarvik- A Place to Swim Inc. is currently made up of Directors of the board, consisting of the CIO/President of the Yukon Kuskokwim Health Corporation, Director of the University of Alaska Fairbanks, Kuskokwim Campus, Executive Director of Yuut Elinaurviat-People's Learning Center, Superintendent of Lower Kuskokwim School District, Executive Director of ONC, President of Association of Village Council Presidents, Inc., President of the Association of Village Council Presidents, Alaska Village Council Presidence -Regional Housing Authority, Captain of the Alaska National Guard, Bethel, Superintendent of the Iditarod School District, and CEO of Calista Corporation;

WHEREAS, the City of Bethel and its 12 partners in Kuimarvik-A Place to Swim, embarked on a significant initiative to establish a regionally serving Yukon Regional Aquatic Health and Safety Center;

WHEREAS, Kuimarvik is in support of both an administrative representative and a council representatives sitting on the Board;

WHEREAS, by including members of the City in both the administrative role and a governing role, the City will be able to maintain stability on the board and be in strong position to report to and from the grantor and City Council;

WHEREAS, the City is excited about the partnership with Kuimarvik and their willingness to provide support, time, and in-kind appropriations to the project;

Introduced by: Council Member Rick Robb

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Vote:

WHEREAS, partnerships in Bethel, have proven to be a productive way to accomplish large local and regional projects;

NOW, THEREFORE, BE IT RESOLVED that the Bethel City Council is designating the City Manager or his or her designee and a council member as representatives from the City of Bethel to serve on the Board of Directors for Kuimarvik-A Place to Swim Inc.

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: City Manager
Date: June 26, 2012
Action:
Vote:

CITY OF BETHEL, ALASKA

RESOLUTION #12-14

A RESOLUTION AUTHORIZING ASSIGNMENT OF UP TO \$11,488 OF THE FUND BALANCE OF THE GENERAL FUND TO BE UTILIZED FOR CITY PARKS DEVELOPMENT DURING FISCAL YEAR 2013

WHEREAS, during the FY 2012 Budget cycle, the City Council amended the Parks and Recreation Department's budget in the General Fund to include \$30,000 for City Parks Development;

WHEREAS, due to logistical constraints, some of the items necessary for the development of the City parks project will not arrive in time to be charged to the FY 2012 Budget appropriation;

WHEREAS, completion of the projects currently ongoing will allow for continued development of City parks within Bethel which better the lives of our citizens;

WHEREAS, according to governmental accounting standards adopted by the Governmental Accounting Standards Board (GASB) which is followed by the City, the governing body of the City or its delegate may assign unexpended portions of fund balance from the current year budget to be utilized in the upcoming fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Bethel, Alaska, hereby assigns a maximum amount of \$11,488, not to exceed the amount of monies which are unexpended for City Parks Development in FY 2012 to be utilized during the FY 2013 Budget cycle for the same purpose as was originally intended by the Council.

PASSED AND APPROVED THIS ___ DAY OF JUNE 2012, BY A VOTE OF _ IN FAVOR AND _ IN OPPOSITION.

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	12-26		
Date action introduced:	6-26-12	Introduced by:	Mayor Klejka
Date action taken:		<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Approve Mayor Klejka's appointment of Pat Jennings to the Public Safety and Commission.

Route to:	Department/Individual:	Initials:	Remarks:
X	City Manager		
X	Chief of Police		
X	Fire Chief		

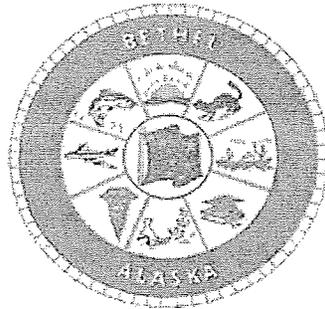
Attachment(s): Application

Amount of fiscal impact		Account information:
X	No fiscal impact	
	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required. Affected account number:	

Action memorandum 12-26 is sponsored by Mayor Klejka at the request of the City Clerk.

Pat Jennings has requested appointment to the City's Public Safety and Transportation Commission. If appointed Mr. Jennings would fill one of four Commission vacancies for a term of three years.

**CITY OF BETHEL
BETHEL, ALASKA**



REQUEST FOR PROPOSALS

TO OPERATE CITY OF BETHEL RECYCLING PROGRAM

Proposals will be accepted from June 13, 2012 to July 13, 2012

Opening Date: Friday, July 13, 2012

Opening Time: 4:00 pm

**Opening Place: City of Bethel — Public Works Building
1155 Ridgcrest Drive
Bethel, Alaska 99559**

REQUEST FOR PROPOSALS

TO OPERATE CITY OF BETHEL RECYCLING PROGRAM

1. SUMMARY

The City of Bethel is soliciting proposals for an individual, group, business, or organization to operate a recycling program in the City of Bethel, Alaska. The City will provide its Recycle building, professional baler, cargo containers, and other equipment to the prospective proposer (“recycler”) in exchange for the recycler engaging in year-round recycling activities that result in less materials being deposited to the City Landfill. The recycler will be entitled to the proceeds resulting from the sale of recycled materials that he or she completes.

In the past, common recyclables (e.g., aluminum, copper, cardboard, paper) have been baled, stored in City-owned cargo containers prior to shipping, and then transferred to cargo containers owned by barge companies for shipment to Seattle. The City used to have arrangements with two barge companies for a certain number of cargo containers each year to be shipped free of charge to Seattle. The City has also paid barge companies to back haul containers to Seattle. Once in Seattle, a Seattle recycling company charged a fee to off-load the container and transfer the contents to their warehouse for resale. These types of expenses would be borne by the recycler.

The City has recycled paper, cardboard, aluminum, and copper successfully. Potential recyclables include tin, glass, and plastics.

The recycler would have access to the City’s landfill during open hours to remove objects worthy of recycling. Items removed from the landfill can be sold, given away, reused, or retained. The following items are off limits inside and outside the landfill: automobiles, appliances, and steel objects larger than a four-foot cube.

2. BACKGROUND

The City of Bethel supported many recycling efforts throughout its 54-year history, using community volunteers, a paid full-time staff member, and Tundra Center workers. Over the last three years, the cost of operating the City’s recycling program became exorbitant relative to the revenue generated from the sale of recyclables. The cost of saving landfill space has yet to be fully determined, but appeared minimal based on the relatively small volume of materials recycled each season.

The City’s recycling program that ended June 30, 2011 was limited in scope. It relied largely on community members bringing recyclables (e.g., aluminum cans, plastic bottles, cardboard) to the Recycle Center and placing them in bins. The City’s solid waste coordinator would then compact the materials into 1,000+ lb. bales and load them into cargo containers for barge shipment to Seattle. Several companies in Seattle would be contacted to take possession of the cargo

containers, assess the value of the contents, and remit a check to the City. These recycling companies charged a fee to the City to off-load the contents from the barge.

The City contracted with Alaska Logistics, LLC in the summer of 2011 to remove automobiles and other steel objects from the landfill, load them onto their barge, and ship them out of town. Alaska Logistics helped the City by removing large objects from its landfill and the City allowed Alaska Logistics to profit from the sale of steel removed and transported to Anchorage/Seattle. The City has an active contract with Alaska Logistics, LLC until 2014. As a result, Alaska Logistics, LLC has a claim on all automobiles, appliances, and other steel objects larger than a 4 ft. by 4 ft. box at or near the landfill. These steel items shall remain exempt from any recycling program proposal submitted under this Request for Proposals document.

3. OBJECTIVES FOR PRIVATIZING RECYCLING PROGRAM

Objectives

- Remove and/or stop materials from going into the landfill, which helps extend the life of the landfill.
- Provide a way for community members to contribute to the recycling effort (e.g., by providing materials, volunteering time, educating the public).
- Reduce the wind-blown trash in Bethel, especially near dumpsters and the landfill.
- Save the City money by providing a recycling program to serve the community of Bethel and covering certain costs associated with the recycling program.

4. SCOPE OF SERVICES

The City is seeking proposals from an individual, business, or organization to operate a recycling program in Bethel, Alaska. To support the program, the City is willing to lease its Recycle building, professional Ten-Sixty baler, and eight 20 ft. cargo containers free of charge in exchange for the recycler operating a year-round recycling program and paying for incidental costs associated with the recycling effort (e.g., back haul barge shipment or Seattle dock off-load fees). The City will pay the cost of electricity to the Recycle building and the cost of three phase power to operate the professional baler one month a year. The City will pay the cost of diesel fuel to heat the Recycle building year-round.

Recycle Center Considerations

The City of Bethel uses the Recycle Center to store its 953 landfill bull dozer throughout the winter months (October 15 – April 15). The bull dozer occupies the Recycle Center from 5 pm until 10 am, Monday through Saturday. Use of the commercial baler in the Recycle Center will be extremely difficult or impossible during the hours of dozer occupancy. In the past, the City found it was productive to collect aluminum and other recyclable to be baled throughout the winter and then bale them during one month in the summer.

Recycle Center Building

The City of Bethel Recycle Center is a metal building situated on a sand pad along Ridgcrest Road north of the City Shop. The 3,000 square foot building was placed on a City-constructed sand and gravel pad on or about the Year 2000. Inside is a dirt/gravel floor. Steel sheets welded together forms part of the floor around the baler. The building is heated with a diesel oil burner.

Inside the Recycling Center, on its earthen floor, is a professional System Ten-Sixty baler. The baler allows materials to be deposited in the front or through the hopper in the back. The baler is capable of making 1,000 – 1,200 pound bales of aluminum, cardboard, paper, or plastic bottles. Use of the baler comes with a sufficient amount of baling wire. All users of this baler **MUST** be trained by a City of Bethel employee before he or she can use it. The training is provided by the City as part of the lease package.

There is a bathroom that consists of a toilet and sink for use by the recycler. The City will provide water and evacuate sewage from on a schedule to be determined. There is no shower or bath facility.

There is a small office area. The recycler must provide his or her own desk furniture, computer, and telephone, and pay the initiation and on-going service charges associated with using each office item.

City of Bethel Provisions

The City of Bethel will provide the following real property, equipment, and training under terms of the no cost lease:

- City land surrounding Recycle Center (approximately 100 ft. in from the road and 200 ft. end to end). Recycler must conduct activities on the side of the Recycle building side of the chainlink fence.
- The Recycle building on Ridgecrest Drive with dirt/gravel floor, manual lift garage door measuring 12 ft. by 12 ft., diesel oil heater, bathroom containing toilet and sink served by 300 gallon water tank.
- One Ten-Sixty professional baler and baling wire.
- Training on how to use baler must be provided before proposer uses baler. Bales produced are approximately 5 ft. high by 4 ft. wide by 30 inches deep.
- One small non-commercial baler and baling wire. Bales produced are 2 ft. by 2 ft. Use of this baler for recyclables sent to Seattle is not recommended because the recycle company in Seattle will have to re-bale the items and consequently will pay less for the recycled items.
- Four 20 ft. used cargo containers (roughly 8 ft. wide, 7 ft. high, and 20 ft. long). These cargo containers must stay on site.
- Three steel dumpsters (two are 4 ft. by 6 ft. and one is 6 ft. by 8 ft. high top)

The City of Bethel will provide the following services at no charge:

- Move large bales made with Ten-Sixty baler from one place to another with use of skid steer or other means.
- Water delivery and sewage evacuation for Recycle Center building.
- Plow snow from parking lot during winter, as needed.

Recycler Provisions

Recycler must provide all other equipment, including:

- Shredder
- Briquettor
- Vehicles (pickup trucks)
- Tools
- Additional balers, crushers, compactors

Recycler must provide or arrange for the following services, if needed:

- Transportation of all recyclables from community buildings to and from Recycle Center.
- Transportation of non-City cargo containers from Recycle Center to City Dock and vice-versa.
- Transportation of any and all items taken from landfill.
- Backhaul of cargo containers by barge companies leaving Bethel, bound for Anchorage or Seattle.

The City of Bethel will pay the following costs associated with the Recycle Center during the term of the lease:

- Electricity - Phase 1 is used daily, year-round for lights, heater, and outlets.
- Electricity - Phase 3 is required to operate the professional baler and must be turned on and off with Bethel Utilities Corporation. The City will activate Phase 3 power for one month during the summer at the request of the Recycler.
- Heating oil (diesel) – Diesel oil is needed to run the only heater for the building.
- Telephone (cell and hard line) and internet service.

Recycler must obtain or have at least the following types of insurance covering the risks associated with operating a recycle program:

1. General Liability Insurance - Proposer must name the City of Bethel as additional insured with a waiver of subrogation on the general liability policy.
2. Workman's Compensation Insurance - Proposer must have a waiver of subrogation against the City on his or her workers compensation policy.
3. Property Insurance – Proposer must carry property coverage on the Recycle Center building (\$100,000 value), System Ten-Sixty baler (\$60,000 value), and eight 20 ft. cargo containers (\$16,000 value) of which it will have possession and use.

Contract Terms

The City will sign a contract with the selected proposer after all terms are discussed and included in the contract. The City and Proposer reserve right to change the scope during the contract period and negotiate the change with the other party.

5. PROPOSAL FORMAT

The proposal shall include the following information:

- **Cover/Transmittal Letter** - Letter is to be signed by a member of the organization having the authority to negotiate and execute contracts on behalf of the individual, business, or organization. Cover letter must acknowledge the Request for Proposals (RFP) and summarize the proposal on one page.
- **Scope of Work** - Describe the work plan that you intend to use to accomplish the objectives listed under Section 3: Objectives for Privatizing Recycling Program while incorporating the responsibilities, obligations, and constraints described in Section 4: Scope of Services. Describe proposed infrastructure improvements, if any, such as adding a wood-burning stove to the Recycle Center to save on the cost of diesel fuel.
- **Responsible Personnel** - List the Principal-in-Charge, Project Manager, and key project staff who will be directly involved in this project. Include a concise statement of qualifications and experience of each person together with the hours that each is committed to the project. Include all anticipated sub-consultants, listing names, addresses, telephone numbers, key staff personnel, and the expected hours to be committed to the project. A project organizational chart of key personnel should be included with anticipated hours committed to the project for each individual.
- **Schedule** – Provide dates and times for activities described in the Scope of Work section above. What are the proposed hours of operation of the Recycle Center? What months will the program operate? How does the Recycle operation schedule of activities mesh with the barge schedule or flight schedule?

6. SCHEDULE TO SELECT PROPOSALS

Issue RFP	June 13, 2012
Deadline for City to Receive Proposals	July 13, 2012
City evaluates proposals and makes selection	July 17, 2012

7. PROPOSAL SUBMITTALS

Pages in the proposal shall be 8.5” x 11” typed (word processed) and single sided with the maximum number of pages of proposal limited to three pages.

Mail / Private Carrier Option

Proposal package should be clearly marked with the proposer’s name and the description “Proposal to Operate Recycle Center.” Send or arrange with a private carrier to send one original proposal and two copies to:

Chuck Willert, Public Works Director
City of Bethel, P.O. Box 1388, Bethel, AK 99559

Personal Delivery Option

The proposer shall submit one original, unbound proposal and two copies in a sealed box or envelope clearly marked with the proposer's name and the description "Proposal to Operate Recycle Center." The proposals shall be received in the City Public Works Director's office by the time and at the location noted on the cover sheet of this RFP. The City Public Works office is in the second floor of the City Public Works building or "City Shop."

Email and Fax Option

Proposal packages may be in MS Word format or PDF format and sent to Chuck Willert by email at (cwillert@cityofbethel.net) or by fax: 907-543-3366. The City is not responsible for incomplete transmissions or unsuccessful delivery by electronic means. The City will send an email to the responder to confirm receipt of the proposal materials submitted.

The City reserves the right to reject at its sole discretion proposals received after the stated due date and time. The City has the right to waive minor irregularities in any proposal received.

Questions or comments on this RFP may be directed to: Chuck Willert, Public Works Director, by calling 907-543-3110 or by emailing cwillert@cityofbethel.net. Clarification offered by the City to one consultant will be distributed to all known participants at the City's discretion.

8. EVALUATION CRITERIA

The Review Committee is made up of Public Works Department personnel and the Public Works Committee. A scoring matrix based on the items listed in this section will assist in selection. The Committee will then determine a ranking of the proposals submitted. The committee will recommend the top ranked proposal to the City Manager for final selection. The City will then enter into negotiations to clarify terms for a prospective agreement with the selected proposer. The Public Works Director or City designee reserves the right to negotiate with the next highest ranked proposal submitter if the two parties cannot agree on all contract terms. The final, negotiated agreement shall be approved and signed by the City Manager.

The following criteria will be used by the Review Committee to assist in the ranking of each proposal:

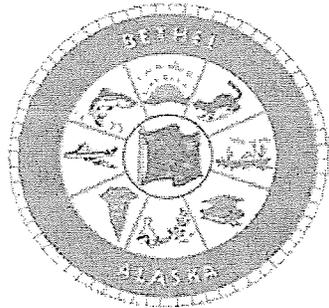
Capability - 50 points

- a) Project Leader Experience - the length and quality of the experience of the person named in the proposal as the project manager.
- b) Employee/Volunteer Experience and Understanding of the Project - the length and quality of experience of the employees and volunteers doing similar work. Sample projects with references should be provided. Rural Alaska experience preferred.
- c) Partners - the length and quality of experience of partners identified in the proposal, including businesses, organizations, and individuals. The reputation of individuals, businesses, and organizations as partners will also be considered.

Work Plan - 50 points

- a) Plan is well-thought out, logical, and has a high chance of success.
- b) Dates, times, and hours of operation meet the needs of the City and community members.
- c) Plan meets objectives listed in Section 3: Objectives for Privatizing Recycling Program.
- d) Evidence that recycling operation has provisions for safety, security, and protection of City building, equipment, and property.
- e) Innovative considerations - reasonable innovations that will enhance project results.

**CITY OF BETHEL
BETHEL, ALASKA**



REQUEST FOR PROPOSALS

**FOR COST ANALYSIS OF THE CITY OF BETHEL'S
WATER AND SEWER UTILITIES**

Proposals will be accepted from June 12, 2012 to July 12, 2012

Opening Date: Friday, July 12, 2012

Opening Time: 4:00 pm

**Opening Place: City of Bethel
Public Works Building
1155 Ridgecrest Drive
Bethel, Alaska 99559**

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REQUEST FOR PROPOSALS
FOR COST ANALYSIS OF THE CITY OF BETHEL'S
WATER AND SEWER UTILITIES

1. INTRODUCTION

The City of Bethel ("City") is soliciting proposals to perform a comprehensive cost analysis of the water and sewer utilities owned and operated by the City of Bethel. The cost analysis should include all relevant costs for current operations of the City's hauled and piped systems, a discussion of near-term (within 5 years) water and sewer development projects, and the impact they will have on the cost of operations.

The cost analysis will include a subcomponent that separates and targets facilities in the Institutional Corridor, a .8 mile stretch along Chief Eddie Hoffman Highway that begins near the Alaska State Fish and Wildlife facility and ends at the Public Health Service building. See Institutional Corridor Water System Feasibility Study (March 8, 2010) on the City of Bethel website (www.cityofbethel.org) by following the Planning Department link on the left of the screen and then scroll down and click on *Water_System_Feasibility_Study.pdf*.

The final report should contain recommendations for the City that will help it save money, operate more effectively and efficiently, and design and construct water and sewer infrastructure projects responsibly in the best short-and long-term interest of the City and community.

2. BACKGROUND

The City has approximately 1,292 hauled and 431 piped water and sewer customers in its database as of May 4, 2012. The City also has a record of vacancies, customers who subscribed to water and sewer service at one time and discontinued service for one reason or another. By keeping track of vacancies, the City can facilitate reconnection of service when directed by customers and keep in mind the total potential market.

The water and sewer trucks are stored nightly in the Public Works building ("City Shop"). Water truck drivers begin work at 7:00 am and deliver water to households on assigned routes on specified days of the week, Monday through Saturday. Drivers begin each day with a full truck of water and fill up as needed at one of the City's water treatment plants. Water truck capacity is 3,500 gallons.

Sewer truck drivers begin each work day at 7:00 am and evacuate raw sewage from household storage tanks on assigned routes on specified days of the week, Monday through Saturday. When full, the drivers deposit the truck contents to the sewage lagoon, located on Ridgecrest Drive, north of the City Shop. Sewage truck capacity is 3,500 gallons.

The City owns and operates ten water trucks and seven sewer evacuation trucks, Services are provided Monday through Saturday with occasional emergency service provided on Sundays.

The Bethel Municipal Code contains ordinances governing the water and sewer utilities. See Chapter 13.16.020 to 13.16.090 in the code located on the City’s website (www.cityofbethel.org). Use the Advanced Search tool on the left side of the screen to facilitate access to Code sections of interest.

The Bethel Municipal Code requires every household to subscribe to City sewer services. As of May 2, 2012, there were 101 households out of compliance with this ordinance. The two-person Planning Department monitors those in non-compliance and is responsible for code enforcement. The Planner estimates he spends approximately 12 hours a month on water and sewer code enforcement and his assistant spends 15 hours a month.

The City has two water treatment plants from which it fills its trucks for water delivery and from which it distributes water by pipe to households. Table 1 below highlights some characteristics of each water treatment plant:

Table 1 Water Treatment Plants Operated by City of Bethel					
Water Treatment Plant	Avg. Gallons of Water Produced/Month	Number of Full-time Employees	Water Dispensing Unit for Public Self-Serve	Operator Level Requirement	Number of Wells
City Subdivision	3,500,000	2	None	2	1
Bethel Heights	3,500,000	1	One - \$.75 for 25 gallons	2	2

One sewer lagoon consisting of two cells receives sewage deposits seven days per week, by pipe and truck. The City discharges millions of gallons from the lagoon in June and October every year to prevent the cells from overflowing or the lagoon walls from breaching.

The Bethel Community has a small population (6,080) with 42% of residents in the low-to-moderate income bracket. Bethel has 35 miles of road in the 44 square mile city limits. As a hub community, there is a fairly high transient population and a lot of intra-city relocations contributing to 30 connection and/or disconnection requests to the City each month for water and sewer services.

City subdivision located in the center of Bethel has 157 meters installed by the City to measure the amount of water usage at each household. Problems with the meters since installation several years ago have prevented the City from implementing a meter-based water rate.

3. GOAL AND PURPOSE

The goal of this cost analysis is to determine the cost to produce and sell water and the cost to evacuate raw sewage to and from households in Bethel. The City plans to use the results of the study to make management decisions governing water and sewer utilities, including implementation of cost-saving measures, the determination of rates, what capital improvements to make, and as a tool to assess future development impacts.

4. SCOPE OF SERVICES

The firm hired under the contract related to this RFP will perform a comprehensive cost analysis of the water and sewer utilities owned and operated by the City of Bethel. The cost analysis for the water utility will include all costs involved in the City producing and storing water at both of its water treatment plants, the cost to haul water to households/businesses (“households”) in Bethel, and the cost to pipe water to households. The cost analysis for the sewer utility will include the cost to evacuate sewage from households and haul and deposit it to the lagoon, and the cost to pipe it from households to the lagoon. All lagoon management costs should be included (e.g., testing of effluent, berm maintenance).

A component of the study will be a detailed cost analysis of the planned water and sewer service to be provided to properties along the *institutional corridor*, a .8 mile stretch along Chief Eddie Hoffman Highway that begins near the Alaska State Fish and Wildlife facility and ends at the Public Health Service building. See Institutional Corridor Water System Feasibility Study (March 8, 2010) on the City of Bethel website (www.cityofbethel.org) by following the *Planning Department* link on the left of the screen and then scroll down and click on *Water_System_Feasibility_Study.pdf*. The cost analysis should determine the cost for the City to deliver water and sewer services now and estimate the cost to the City for delivering services after the institutional corridor water pipe project is completed (circa 2015).

Thus far, the City has only completed the feasibility study for the institutional corridor project, so it remains the best source of information about this portion of the study.

The consultant hired is expected to have a depth of knowledge to know which costs should be included and which costs should not be included in the analysis. All costs, calculations, and estimates should be clearly itemized and explained in the report.

Proposals will describe how a fixed and variable cost component will be determined for each facet of the water utility and each facet of the sewer utility. The selected Consultant shall provide a separate financial model (in Microsoft Excel format) for each utility that allows the City to factor in future adjustments and variables when using the spreadsheet for management purposes.

Deliverables

The firm shall provide the City Administration and City Council members at least two weeks for comments on each of three phases of plan development: 35%, 65%, and 95%. The firm can be working on succeeding phases while the City is in each two-week feedback period. The City Manager will have the final say on edits and revisions based on feedback.

The City requires five (5) bound copies of the final report plus one unbound reproducible copy by December 15, 2012. An electronic file must also be delivered of the report in MS Word format along with all spreadsheets related to the engagement in MS Excel format.

Presentation

The successful firm is expected to present the final report to the City Council on-site at a regularly scheduled Bethel City Council meeting. The Council meets the second and fourth Tuesday of each month at 6:30 pm. All handouts, slide shows, and other media for the presentation must be sent to the City Clerk by email at (lstrickler@cityofbethel.net) one week in advance of the council meeting.

City Responsibility

The City of Bethel will:

1. Furnish all reasonably available records and information, including financial reports, budgets, debt and consumption data.
2. Allow consultant access to water and sewer utility foremen, utility maintenance crew, drivers, and water plant operators and other City personnel, as needed.
3. Provide work space in the City Hall breakroom to consultants who desire to work in Bethel for one or more days during the performance period. The breakroom has a table, chairs, electrical outlets, and open wireless internet access. The consultant is required to provide laptops, office equipment and other office materials.

5. REVIEW OF BACKGROUND INFORMATION

The following information is available for review by consultants planning to respond to this RFP:

- **Bethel Water and Sewer Facilities Master Plan Update** (April 2005) by CRW Engineering Group, LLC. The document is 2.25 inches thick and may contain 750 pages.
 - See copy on the City's website: www.cityofbethel.org > City Departments > Planning Department > [Five parts of document in list of documents available for download]. Size of the file might preclude upload of this document.
- **Institutional Corridor Water System Feasibility Study** (March 8, 2010)
 - See copy on the City's website (www.cityofbethel.org) by following the *Planning Department* link on the left of the screen and then scroll down and click on *Water_System_Feasibility_Study.pdf*.

Please contact Chuck Willert, Public Works Director, by calling (907) 543-3110 or sending an email to (cwillert@cityofbethel.net) for answers to questions about the City's water and sewer programs or projects.

6. PROPOSAL FORMAT

The proposal shall include the following information in any order:

1. **Cover/Transmittal Letter** - Letter is to be signed by a member of the organization having the authority to negotiate and execute contracts on behalf of the firm. Cover letter should state the respondent's understanding of the cost analysis and summarize the plan of work described in the proposal.
2. **Scope of Work** – Identify major steps to be taken or tasks to be completed. Describe the work plan that will be used to complete the tasks, associated timeline for task completion, and a budget (cost).
3. **Personnel Responsible** - List the Principal-in-Charge, Engineer, and key project staff who will be directly involved in this project. Include a concise statement of qualifications and experience of each person together with the hours that each is committed to the project. Mention subcontractors, their key personnel, and their expected hours to be committed to the project. A project organizational chart of key personnel should be included with anticipated hours committed to the project for each individual.

Provide resumes of no more than four (4) key members of the project team and no more than four (4) key members of each subcontractor who will work on this project. Each resume shall be a maximum of two (2) pages in length.

4. **Project Management** - Describe how the project tasks and the budget will be planned and controlled.
5. **Fees** - The firm shall prepare an estimated fee for the contract work as described in the Scope of Work. The cost estimate shall be broken down by task, hours per task, and personnel classifications per hour (e.g., Principal, Senior Engineer, Staff Engineer). The contract to be signed relative to this RFP shall provide for payment for each task/phase of work on a not-to-exceed amount.

Per Bethel Municipal Code Section 4.20.090E, "...any local business submitting a PROPOSAL shall receive a five percent (5%) preference in determining the lowest responsible and responsive proposer." Application of this ordinance means that a local proposer can submit a bid price 5% higher than the lowest bid price received and be considered equal to the lowest bidder in that point category. See Bethel Municipal Code on the City's website (cityofbethel.org) under City Clerk menu item.

7. SCHEDULE TO SELECT PROPOSALS

Issue RFP	June 12, 2012
Deadline for City to Receive Proposals	July 12, 2012
City evaluates proposals	July 13-18, 2012
City selects consultant and finalizes contract terms	July 20, 2012
Consultant completes cost analysis	July 25, 2012 – December 15, 2012

8. PROPOSAL SUBMITTALS

Pages in the proposal shall be 8.5” x 11” typed (word processed) and with the maximum number of pages of proposal information (excepting cover sheet, to be limited to twenty (20) pages.

Mail / Private Carrier Option

Proposal package should be clearly marked with the consultant’s name and the description “Proposal to Conduct Water and Sewer Cost Analysis.” Send or arrange with a private carrier to send one original proposal and two copies to:

Mailing Address:

Chuck Willert, Public Works Director
City of Bethel
P.O. Box 1388
Bethel, AK 99559

Physical Address:

City Shop
1155 Ridgecrest Drive
Bethel, AK 99559

Personal Delivery Option

The consultant shall submit one original, unbound proposal and two copies in a sealed box or envelope clearly marked with the consultant’s name and the description “Proposal to Update Water and Sewer Facilities Master Plan.” The proposals shall be received in the City Public Works Director’s office by the time and at the location noted on the cover sheet of this RFP. The City Public Works office is on the second floor of the City Public Works building or “City Shop” at 1155 Ridgecrest Drive in Bethel, Alaska.

Email and Fax Option

Proposal packages may be in MS Word format or PDF format and sent to Chuck Willert by email at (cwillert@cityofbethel.net) or by fax: 907-543-3366. The City is not responsible for incomplete transmissions or unsuccessful delivery by electronic means. The City will send an email to the responder to confirm receipt of the proposal materials submitted.

The City reserves the right to reject at its sole discretion proposals received after the stated due date and time. The City has the right to waive minor irregularities for any proposal received.

Questions or comments on this RFP may be directed to: Chuck Willert, Public Works Director, by calling 907-543-3110 or by emailing cwillert@cityofbethel.net. Clarification offered by the City to one consultant may be distributed to all known participants at the City's discretion.

9. EVALUATION CRITERIA

The Review Committee made up of Public Works personnel will evaluate the proposals using a scoring matrix based on the items listed in this section. The committee will recommend the top ranked consultant to the City Manager for final selection. The City will then enter into negotiations to clarify terms for a prospective agreement with the selected consultant. The Public Works Director or City designee reserves the right to negotiate with the next highest ranked consultant if the two parties cannot agree on all contract terms. The final, negotiated agreement shall be approved and signed by the City Manager.

The following criteria will be used by the Review Committee to assist in the ranking of each proposal:

Capability - 35 points

- a) Project Manager Experience - the length and quality of experience of the person named in the proposal as the Consultant's project manager. The experience does not necessarily have to be with the same firm, but experience with similar projects in Alaska is strongly preferred.
- b) Company Experience and Understanding of the Project - the length and quality of experience of the company doing similar work. Sample projects with references should be provided. Rural Alaska experience preferred.
- c) Team Quality - the length and quality of experience of the team members, including subcontractors, who have been selected by the consultant to work on this particular project. Detailed resumes of key team members should be provided.

Methodology - 25 points

- a) Quality of Proposal – Proposal contains all required components, is easy to read, logical, reasonable, and thorough.
- b) Work Plan – Methodology described in Scope of Work is appropriate to accomplish the goals of this cost analysis and scope of work, as described; identify costs to be considered, list sources of information for data collection; describe data collection methods; explain computer models, if applicable.
- c) Schedule – Detailed timeline of deliverables to the City, including time for City feedback to consultant and revision of documents, public and stakeholder meetings (if any), and required Bethel City Council presentation at a regular Tuesday meeting (2nd and 4th Tuesday of each month, beginning at 6:30 pm, in Bethel). Final Plan must be delivered to the City of Bethel by December 15, 2012.

Historical Performance - 20 points

- a) Fees and Personnel - Past performance of consultant and project team with the City or with other clients where City experience is insufficient, in being able to complete the projects within fee estimates and by using the same personnel as originally proposed.
- b) Keeping to Schedule - Past performance of consultant and project team in completing projects on-time and within budget with the City, or with other clients where City experience is insufficient.

Budget (Consultant Fees) - 20 points

- a) Consultant's budget score is the proportion of the consultant's total proposed price relative to the lowest price proposed multiplied by total points available. See formula below:

$$\frac{\text{Lowest Proposed Price (from all proposals submitted)}}{\text{Consultant's Proposed Price}} \times 20$$

10. DEFINITIONS

“Sewer Facilities” means all interceptors, pressure pumps, valves, sumps, heating and electrical facilities, manholes, guards and other features required for an operating, piped sewage collection system.

“Water facilities” means all water mains, water connections, pumps, valves, fire hydrants, heating and electrical facilities, storage tanks and other parts of the city or a community water system.

11. STANDARD CONSULTANT AGREEMENT

The Consultant selected to provide the scope of services shall use the City of Bethel’s consulting and professional services contract as a foundation for negotiations. A copy of this agreement is attached as Attachment B. By submitting a proposal for the work, the consultant agrees to utilize the City standard agreement form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document.

Contract Terms

The City will not accept change orders from the consultant to the contract for professional services. The City reserves its right to change the scope during the contract period and negotiate the change with the consultant.

The consultant shall complete and distribute all final copies of the Cost Analysis for the City’s water and sewer utilities by December 15, 2012. While time is of the essence for this project, the City requires a high-quality product as a result of this effort.

While the City of Bethel encourages the contractor to hire locals to complete the project, the “force accounting” method requiring local-hire will NOT be acceptable for this project. The

hiring of employees and arrangements with subcontractors will be the consultant firm's responsibility.

12. ATTACHMENTS

City of Bethel Request for Proposals General Conditions	Exhibit "A"
City of Bethel Consulting and Professional Services Contract	Exhibit "B"

Exhibit A

CITY OF BETHEL REQUEST FOR PROPOSALS GENERAL CONDITIONS

1. Public Information
All submitted proposals and information included therein or attached thereto shall become public record upon their delivery to the City. Confidential data, if identified as such, will be held in confidence upon request, if the request is made as part of the proposal and if the City Attorney determines that the data meets the requirements of the Alaska Public Records Act.
2. RFP Addenda
The City of Bethel reserves the right to amend, alter, or revoke this RFP in any manner at any time. At the City's sole discretion, modifications, clarifications, or additions will be distributed as an addendum to all known proposers.
3. Proposal Preparation Costs
All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the Proposer.
4. Withdrawal of Proposal
Any Proposer may withdraw his or her proposal, either personally or by written request at any time prior to the scheduled closing time for the receipt of proposals. Such requests are to be directed to the Public Works Director.
5. Right to Reject Proposals
The City reserves the right to reject any and all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any combination of items.

Exhibit B

CITY OF BETHEL CONSULTING AND PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made at Bethel, Alaska, by and between the City of Bethel (“City”), a municipal corporation, and _____ (“Consultant”) for the purpose of completing a cost analysis of the City’s water and sewer utilities.

WHEREAS, City does not have sufficient personnel to perform the services required herein thereby necessitating this Contract for consulting and professional services.

NOW, THEREFORE, the Parties covenant and agree, for good consideration hereby acknowledged, to the following provisions:

SECTION 1: CONSULTANT SERVICES

Subject to the terms and conditions set forth in this Contract, Consultant shall provide to City the services described in Scope of Work in the Request for Proposals and proposal submitted by Consultant. Consultant shall provide the services at the time, place and in the manner specified in proposal or negotiated and included as part of this contract.

SECTION 2: COMPENSATION AND REIMBURSEMENT OF COSTS

- A. City shall pay Consultant for services rendered pursuant to this Contract, at the times and in the manner set forth herein in a total amount not to exceed _____ (\$_____). This sum includes all out-of-pocket travel, lodging and incidental expenses incurred by Consultant that are reasonably associated with the provision of services under this Contract.
- B. Consultant shall submit monthly invoices to City for work completed by the date of the invoice. All invoices shall be itemized to reflect the employees performing the requested tasks, the billing rate for each employee and the hours worked.
- C. All correct, complete and undisputed invoices sent by Consultant to City shall be paid by the City within 30 days.

SECTION 3: TERM AND TERMINATION

- A. Consultant shall commence work on or about _____ and complete said work no later than _____. Time is of the essence.
- B. If Consultant fails to perform its duties to the satisfaction of City, or if consultant fails to fulfill in a timely and professional manner its obligations under this Contract, then City

shall have the right to terminate this Contract effective immediately upon City giving written notice to Consultant.

- C. Either Party may terminate this Contract without cause by providing notice thirty (30) calendar days in advance. Notwithstanding the preceding, if the term set forth in Section 3.A. of this Contract exceeds ninety (90) calendar days in duration, Consultant's sole right to terminate shall be limited to termination for cause.
- D. In the event that City gives notice of termination, Consultant shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts or other work product prepared by Consultant pursuant to this Contract. City shall have full ownership, including, but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts or other work product.
- E. In the event that City terminates the Contract, City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Contract; provided, however, that City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Contract. Consultant shall, not later than ten (10) calendar days after termination of this Contract by City, furnish to City such financial information as in the judgment of the City's representative is necessary to determine the reasonable value of the services rendered by Consultant.
- F. In no event shall the termination of this Contract be construed as a waiver of any right to seek remedies in law, equity or otherwise for a Party's failure to perform each obligation required by this Contract.

SECTION 4: MISCELLANEOUS TERMS AND CONDITIONS OF CONTRACT

- A. City shall make its facilities accessible to Consultant as required for Consultant's performance of its services under this Contract, and, upon request of Consultant, provide labor and safety equipment as required by Consultant for such access.
- B. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of any nature whatsoever that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals that are legally required for Consultant to practice its profession.
- C. Consultant shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership or to allow City to exercise discretion or control over the professional manner in which Consultant performs under this Contract; provided, however, that the services to be provided by Consultant shall be provided in a manner consistent with the

professional standards applicable to such services. The sole interest of City is to insure that services are rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to state and federal governments which would be withheld from compensation if Consultant were a City employee. City shall not be liable for deductions for any amount for any purpose relating to Consultant's compensation. Consultant shall not be eligible for coverage under City's workers' compensation insurance plan, benefits under the Public Employee Retirement System or be eligible for any other City benefit. No party shall be the agent of, or have a right or power to bind, the other Party without its express written consent.

- D. No provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a party hereto.
- E. No portion of the work or services to be performed under this Contract shall be assigned, transferred, conveyed or subcontracted without the prior written approval of City. Consultant may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Contract with the prior written approval of City. Independent contractors and subcontractors shall be provided with a copy of this Contract and Consultant shall have an affirmative duty to assure that said independent contractors and subcontractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors as City shall determine to be necessary.
- F. Consultant, at such times and in such form as City may require, shall furnish City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs or obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- G. Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by City to assure proper accounting for all project funds. These records shall be made available for audit purposes to state and federal authorities, or any authorized representative of City. Consultant shall retain such records for three (3) years after the expiration of this Contract, unless prior permission to destroy them is granted by City.
- H. Consultant shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the Consultant's profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Contract shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Consultant and its agents, employees and subcontractors assigned to perform the services contemplated by this Contract.

- I. Consultant shall be entitled to rely upon the accuracy and completeness of all data furnished by City to Consultant that is used by Consultant in providing its services under this Contract. Consultant may retain and use all data furnished to it, except such data which may be marked "confidential" and required to be returned, and may use all plans, designs, specifications and other work product created by Consultant in providing services hereunder. Any use of such work product that includes proprietary information shall not identify City; nor shall the manner of such use have the effect of identifying City.
- J. All completed reports and other data or documents, or computer media including CDs, and other materials provided or prepared by Consultant in accordance with this Contract are the property of City, and may be used by City. City shall have all intellectual property rights including, but not limited to, copyright and patent rights, in said documents, computer media, and other materials provided by Consultant. City shall release, defend, indemnify and hold harmless Consultant from all claims, costs, expenses, damage or liability arising out of or resulting from the use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Consultant, except use by City on those portions of the project for which such items were prepared.
- K. Consultant, including its employees, agents, and sub-consultants, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Consultant shall comply with all requirements of laws and regulations relating to conflicts of interest.

SECTION 5: INSURANCE

- A. Unless modified in writing by City Manager, Consultant shall maintain the following noted insurance during the duration of the Contract:

Coverage	Required
Commercial General Liability	X
Comprehensive Vehicle Liability	X
Workers' Compensation and Employers' Liability	X
Professional Liability (Errors and Omissions)	X

- B. Coverage shall be at least as broad as:
 - 1. Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage;

2. Comprehensive Automobile Liability Insurance, which provides for total limits of not less than \$1,000,000 combined single limits per accident applicable to all owned, non-owned and hired vehicles;
 3. Statutory Workers' Compensation required by the State of Alaska and Employers' Liability Insurance in an amount not less than \$1,000,000 per occurrence. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of the City, its elected officials, officers, employees, agents and volunteers;
 4. Professional Liability (Errors and Omissions) Insurance, appropriate to Consultant's profession, against loss due to error or omission or malpractice in an amount not less than \$1,000,000. Architects' and Engineers' coverage is to be endorsed to include contractual liability.
- C. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- D. The General Liability and Automobile Liability policies are to contain or be endorsed to contain the following provisions:
1. City, its elected officials, officers, employees, agents and volunteers are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of Consultant; premises owned, leased or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, employees, agents and volunteers.
 2. The insurance coverage of Consultant shall be primary insurance as respects City, its elected officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its elected officials, officers, employees, agents and volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
 3. Coverage shall state that the insurance of Consultant shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice has been given to City. In addition, Consultant agrees that it shall not

reduce its coverage or limits on any such policy except after thirty (30) days' prior written notice has been given to City.

- E. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII.
- F. Consultant shall designate the City of Bethel as a Certificate Holder of the insurance. Consultant shall furnish City with certificates of insurance and original endorsements effecting the coverage required by this clause. Certificates and endorsements shall be furnished to: Chuck Willert, Public Works Director, City of Bethel, P.O. Box 1388, Bethel, Alaska 99559. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved prior to the commencement of contracted services. The City may withhold payments to Consultant if adequate certificates of insurance and endorsements required have not been provided, or not been provided in a timely manner.
- G. The requirements as to the types and limits of insurance coverage to be maintained by Consultant as required by Section 5 of this Contract, and any approval of said insurance by City, are not intended to and will not in any manner limit the liabilities and obligations otherwise assumed by Consultant pursuant to this Contract, including, without limitation, provisions concerning indemnification.
- H. If any policy of insurance required by this Section is a "claims made" policy, Consultant shall keep said insurance in effect for a period of twenty-four (24) months after the termination of this Contract.
- I. If any damage, including death, personal injury or property damage, occurs in connection with the performance of this Contract, Consultant shall immediately notify City Manager by telephone at (907) 543-1373 or cell phone at 907-545-1373. No later than three (3) calendar days after the event, Consultant shall submit a written report to the City Manager containing the following information, as applicable: 1) name and address of injured or deceased person(s); 2) name and address of witnesses; 3) name and address of Consultant's insurance company; and 4) a detailed description of the damage and whether any City personnel or property was involved.

SECTION 6: INDEMNIFICATION AND HOLD HARMLESS

- A. Consultant shall defend, indemnify and hold harmless City, its elected officials, officers, employees, agents and volunteers, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the City Attorney or legal counsel retained by City, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the negligent performance of this Contract by Consultant, whether or not caused in part by passive negligence of the Party

indemnified hereunder. Consultant will conduct all defenses at its sole cost and expense and City shall have the right to approve or disapprove Consultant's legal counsel. City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this obligation.

- B. Consultant shall also defend, indemnify and hold harmless City for any adverse determination made by the Internal Revenue Service or any State of Alaska taxing or regulatory agency and/or any other taxing or regulatory agency and shall defend, indemnify and hold harmless City with respect to Consultant's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments or any other legally mandated payment.
- C. The obligation to defend, indemnify and hold harmless set forth in this Section applies to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by Contractor.

SECTION 7: CONTRACT INTERPRETATION, VENUE AND ATTORNEY FEES

- A. This Contract shall be deemed to have been entered into in Bethel, Alaska. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by Alaska law, and any action brought by either party to enforce any of the terms of this Contract shall be filed in the Bethel Superior Court. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys fees.
- B. This document, the proposal selected for contract, and the Request for Proposals comprise the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended or modified except by writing signed by City and Consultant. No verbal agreement or conversation with any official, officer, agent or employee of City, either before, during or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Contract.
- C. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- D. The headings in this Contract are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this

Contract must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

- E. Each Party hereto declares and represents that in entering into this Contract, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Contract is made without reliance upon any statement or representation not contained herein of any other Party or any representative, agent or attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Contract and that the decision of whether or not to seek the advice of counsel with respect to this Contract is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law that contracts are construed against the drafter shall not apply.
- F. In the event of a conflict between the term and conditions of the body of this Contract and those of any exhibit or attachment hereto, the terms and conditions set forth in the body of this Contract proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by City shall prevail over those prepared by Consultant.

SECTION 8: SURVIVAL

The provisions set forth in Sections 5 and 6 of this Contract shall survive termination of the Contract.

SECTION 9: COMPLIANCE WITH LAWS - NONDISCRIMINATION

- A. Consultant shall comply with all applicable laws, ordinances and codes of federal, state and local governments.
- B. In the performance of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or non-membership in any organization. Consultant shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or non-membership in any organization. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

SECTION 10: REPRESENTATIVES

- A. City's representative for this Contract is Chuck Willert, Public Works Director, telephone number (907) 543-3110, fax number (907) 543-3366. All of Consultant's questions pertaining to this Contract shall be referred to the above-named person, or to the representative's designee.

- B. Consultant's representative for this Contract is _____, telephone number _____ fax number _____. All of City's questions pertaining to this Contract shall be referred to the above-named person.

- C. The representatives set forth herein shall have authority to give all notices required herein. Amendments to this Contract shall be executed as required by the Bethel Municipal Code and the granting agencies.

SECTION 11: NOTICES

- A. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 10) and delivered by facsimile, email, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

To City:

Chuck Willert, Public Works Director
P.O. Box 1388
Bethel, Alaska 99559
907- 543-3110

To Consultant:

.....
.....
.....
.....

- B. Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.

- C. Notice shall be deemed effective upon: 1) delivery in person or 2) 48 hours after an email or fax has been sent.

SECTION 12: AUTHORITY TO CONTRACT

Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Contract on behalf of the respective parties to this Contract; that they have full right, power and lawful authority to undertake all obligations as provided in this Contract; and that the execution, performance and delivery of this Contract by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Contract.

SECTION 13: DATE OF CONTRACT

The effective date of this Contract shall be the latest date it is signed.

IN WITNESS WHEREOF, City and Consultant have executed this Contract on the days and year set forth below:

**CITY OF BETHEL,
A Municipal Corporation**

**By: Lee M. Foley
City Manager**

Dated: _____, 2012

CONSULTANT

By: _____

Dated: _____, 2012

Title: _____

Tax ID No.: _____

Attachments: Exhibit A: Request for Proposals
Exhibit B: Consultant's Proposal Submitted and Selected for Award

RFP for Cost Analysis of City of Bethel Water and Sewer Utilities

Review and Comment Record

Notes by John Sargent, Grant Manager

Bethel Community Feedback

The RFP was posted on the City of Bethel website for public comment and no comments were received as of June 5, 2012.

Planning Commission

Meeting Date/time/location: May 10, 2012, 6:30 pm, City Hall Council Chambers

General Comments

Written comments from Planning Commission members will be sent by email to Betsy Jumper by May 18, 2012 and then forwarded to John Sargent.

Include a rate study too. Include neighborhood areas or zones for cost analysis.

City increased the water and sewer fees per month in order to save approximately \$200,000 for depreciation per year. This effort was meant to satisfy USDA and not wholly intended for true depreciation purposes.

What about the meters? We need cold temperature meters. What type of meters do they have in Fairbanks and Barrow? We have an ordinance that requires City to charge per gallon for water, but meters have not been reliable to start the billing.

This study is important for the Institutional Corridor project so that we know how much it will cost to serve corridor users after the new infrastructure is installed. We do not want the cost of the corridor project put on the backs of Bethel residents. We need to know if the project is justified.

Developers in the Lower 48 pay high fees to cities and counties to make sure the cost of water and sewer development is covered.

Document Comments

Add: 1) Rate Study, and 2) Determine cost/rate by location (e.g., neighborhoods/zones).

Public Works Committee

Meeting Date/time/location: May 16, 2012, 6:30 pm, Public Works Building Meeting Room

General Comments

One member's hope is that all rates will be equalized, prorated, made the same, such that when any cost-saving measure is implemented, the savings translate across the board, for all rate-payers.

Concern expressed that a projected cost analysis on the cost to deliver water and sewer services to Institutional Corridor (IC) constituents based on a feasibility study will result in estimates that are too far from reality, too sketchy. Committee felt that only the current cost to deliver services to the institutional corridor users was sufficient and that this segment does not necessarily have to be broken out as its own area, but could be included in a larger area. The current costs for the institutional corridor project should be able to give us a go/no go decision on the corridor project. A separate study should be undertaken specific to the institutional corridor project that covers future cost projections and its design. The IC study could be part of design and funded by external sources (e.g., Municipal Loan/Grant Program).

All funding sources should be considered for the Institutional Corridor project, not just the Municipal Loan/Grant program. All of the IC players will have funding ideas and might have access to funding streams not available to the City as an entity. Potential funding mechanisms should be identified soon in order to know if the City should apply for a loan/grant from the Municipal Loan/Grant Program by September 30, 2012.

Document Comments

Include the number of piped households in ASHA Housing Area as a separate figure to the 431 total piped households. Study needs to figure out the cost for water and sewer services for different areas of town (geographic differences).

The RFP should not contain a rate study as part of the scope of work. One committee members said, "We don't care how other communities charge; we can determine our own rates, once we know how much it costs." The rate study is not only unnecessary, but it adds cost and time required to the final report.

RFP should determine the "cost per mile" for trucks to deliver services and the cost per mile or other distance measure for piped services.

The cost to replace the entire piped and pump system should be included (depreciation). The cost to replace trucks should be included.

Finance Committee

Meeting Date/time/location: May 24, 2012, 6:45 pm, City Hall Council Chambers (No quorum)

Meeting Date/time/location: June 4, 2012, 6:45 pm, City Hall Council Chambers (No quorum).

Individual feedback provided.

General Comments

It is a two-step process, perform the cost analysis and then the rate study. The recommended rate structure in the report could be modified by us.

The water and sewer utilities enterprise fund will never operate at break-even; it will always have to be subsidized. If the rate-payers were forced to cover all of the costs associated with the City's water and sewer utilities service, people would leave town in record numbers.

Ultimately, we need water districts established in this town with separate rates for each district depending on the cost for water in that district.

The Finance Department is capable of identifying and calculating most of the costs to deliver water and sewer services. The Finance Department will be adding another employee July 1, 2012 who could help with this project. The Department will end up working closely with the consultants to provide data from the Caselle accounting software program.

Document Comments

Change wording of RFP such that "households/businesses" appears the same each time or use the word, "households" to mean "households/businesses" if indicated at beginning of the document.

The RFP should contain a rate study. A rate study is the next step after the cost analysis is completed.

The RFP should contain language that allows us to find out how many gallons of water are actually being delivered to households/businesses. A sample of deliveries could be reviewed and estimates made on the total amount of water delivered. This is part of the cost and will help us evaluate our rate structure.

Summary of Committee/Commission Feedback

Include

- Cost analysis related to geographic differences in Bethel. Could be neighborhoods or zones. Logical grouping of households into areas related to costs.
- The cost to replace the entire piped and pump system should be included (depreciation). The cost to replace trucks should be included.
- RFP should determine the "cost per mile" for trucks to deliver services and the cost per mile or other distance measure for piped services.
- Include the number of piped households in ASHA Housing Area as a separate figure in Background Section.

- Ask that consultants estimate the amount of water delivered to each household (through sampling) and make this information available in the report and use it in the cost analysis.

Exclude

No items were identified by any of the three committees for exclusion.

Different Opinions

Committee/Commission Differences of Opinion		
	Yes	No
Include Rate Study	Planning Commission/Individual Finance Committee Members (2)	Public Works Committee
Institutional Corridor facilities evaluated as a subcomponent of city-wide cost analysis.	Planning Commission	Public Works Committee
Estimate what Institutional Corridor costs will be for City AFTER institutional corridor project is completed.	Planning Commission	Public Works Committee

Questions to be Answered:

1. Could there be different area designations for water costs and different areas defined for sewer costs or should RFP require consultants to define areas that include both water and sewer costs? In other words, do we have consultants force water and sewer costs into a defined area as one utility or should each utility be considered separately by area?

**CITY OF
BETHEL**

Lee Foley <lfoley@cityofbethel.net>

Fw: City Attorney Position (oops)

1 message

Anne Marshall <emptortexas@yahoo.com>
To: lfoley@cityofbethel.net

Thu, May 17, 2012 at 3:55 PM

--- On Thu, 5/17/12, **Anne Marshall** <emptortexas@yahoo.com> wrote:

From: Anne Marshall <emptortexas@yahoo.com>
Subject: City Attorney Position
To: lfoley@cityofbethel.net
Date: Thursday, May 17, 2012, 3:53 PM

Dear Mr. Foley:

I am attaching my resume', as we discussed today, in application for the City Attorney position.

As you may see, I lived and worked in Bethel from January 5, 2005 to October, 2006, both as Attorney IV for Office of Public Advocacy and private attorney. During my time as private attorney, I had occasion to work with Carolyn, your previous city attorney, and have some familiarity with the workings of the City.

In recent years, I have primarily worked as a criminal attorney, but you will note I have been an Assistant City Attorney with the City of Corpus Christi, and I remember that experience as a very positive one.

I recently returned to Texas to address a family emergency, but that situation has improved and I am free to return to Alaska. My license as an Alaska attorney is currently suspended for late payment of inactive dues, but it is merely a matter of paying the dues to become reinstated, I believe.

Feel free to call me if you have questions,

Sincerely

Anne M. Marshall, J.D.
att:RESUME'

(512) 944-2680

 anneresjan2012.wpg.doc
28K

ANNE M. MARSHALL
PO Box 112
Rosanky, TX 78753
(512) 944-2680
emptortexas@yahoo.com

Education: Doctor Jurisprudence, University of Texas School of Law.
Master of Science, Ok. State University, Stillwater, OK, (Sociology) GPA 4.0
Bachelor of Arts, California State University at Turlock, CA (English Lit.)

Admissions: All Federal Courts, Texas. State Bar of Texas, Federal Court, Anchorage;
Fifth Circuit Court of Appeals, New Orleans; Alaska Bar 2005.

WORK EXPERIENCE, ATTORNEY

Private Practice, Anchorage, 6/28/06 to present. Felony and misdemeanor defense,
general civil practice, admitted to CJA Panel for Federal appointments to indigents.

Assistant Public Advocate, State of Alaska, Bethel Division, Attorney IV, 1/04/05 to
6/28/06. Felony and misdemeanor defense, juvenile defense, CINA defense,
guardianship and probate cases for indigents.

Hearings Officer II, Texas Workforce Commission, 11/03 to 11/04. Administrative law
judge, appeals hearings re. UI benefits. Conducted hearings and wrote opinions, approx.
28/week.

Private Practice, 11/02/02 -11/03/03. Court appointments in Federal and State District
Courts, retained cases, misdemeanors and felonies, some civil practice with trial;
employment law.

Assistant Attorney General IV, Postconviction Writs, 7/01/02-11/01/02.. Wrote
responses to postconviction writs of habeas corpus filed federally. Trained attorneys in
conducting hearings.

Attorney IV, Program Attorney, for Texas Workers' Compensation Appellate Judges,
2/01/02 to 7/01/02. Wrote opinions for appealed Workers' Compensation cases for
administrative judges.

Self employed, Private Practice: 9/91 to 2/01/02. Criminal practice and employment
law. President, Coastal Bend Criminal Defense Lawyers Association, 1995.
"Outstanding Criminal Defense Lawyer of the Year", 1995. Tried cases in State and
Federal courts; did appeals for both State and Federal courts. Panel attorney for Fraternal
Order of Police (administrative defense of disciplinary actions). Plaintiff and defense of
employment law cases, through jury trial. Capital Murder qualified for Nueces County
Judicial district appointment list.

Assistant District Attorney, Nueces County D.A. office, Texas. 7/89-9/91. First chair prosecution of felonies, hearings, motions to revoke, etc.. Also intake, indictment drafting, grand jury presentation, special assignments such as Capital Murder, white-collar theft, etc.. Assisted in training new prosecutors.

Chief Prosecutor and Prosecutor, City of Corpus Christi Municipal Court. (11/86 to 7/89, see below) Trying cases, drafting complaints, writing opinions as requested on ordinances, etc.; management and supervision of other prosecutors, training new attorneys, memo drafting, etc. Trial of all appeals (de novo in County Courts of Law).

Assistant City Attorney, Collections. Transferred from Municipal Court., collections, memos, ordinance drafting, risk management advice, employment law, etc.. Transferred back to Municipal Court as Chief Prosecutor.

Other Professional Experience:

Research Assistant II, for Southwest Educational Development Laboratory, Austin, TX. Designed and executed research in children and television for Federal grant. Wrote and published children's books on critical thinking, Federal grant. (Research Sociologist)

College Instructor, Ms. Gulf Coast Junior College. Instructor in Sociology part-time. Publication: "The Perjurious Defendant; ethical issues" Corpus Christi Lawyer magazine, 1996.

Candidate for District Court Judge, 1996, primary.

Professional references:

Angela Greene Assistant Public Defender
Public Defender's Office, Barrow
Barrow, AK 99723
(907)852-2520

Richard Desautel
Girdwood, AK
(907) 887-6262

District Attorney Leslie Poynter-Dixon (retired)
P.O. Box 636,
Edgewood, TX 75117
(903)-896-7649.

Patty Burley
PO Box 2715
Bethel AK 99559-2715
(907) 543-3098 or 545-0506
pattyburley@yahoo.com

April 30, 2011

Lee Foley, City Manager
City of Bethel
PO Box 1388
Bethel AK 99559

Re: City Attorney Position

Dear Mr. Foley:

I am writing in reference to the City Attorney Position for the City of Bethel. The recent opening has prompted me to forward my resume for your consideration. As explained more thoroughly in this letter, I have a strong commitment to the legal profession and to the community of Bethel in particular. Below is a summary of my experience.

Shortly after graduating law school, I went to work for Judge Dale O. Curda as his law clerk. Bethel's courthouse has one of the busiest per capita caseloads of any courthouse in the State. As a judicial clerk, I was provided with a strong introduction to criminal law and the court system. It also presented me with some unusual opportunities, such as being a marriage commissioner, a law librarian, a criminal clerk, and a bailiff, often all in one day. Because the law clerk wears so many hats, it became crucial that I not only learn all about the Alaska Court System, but that I also learn the numerous job functions of the many employees here. You just never knew what you would be called upon to do on any given day.

In addition to the day-to-day duties, as a law clerk I was also responsible for assisting the court in its various meetings and interactions with other offices and agencies. I coordinated CLE's, and acted as the liaison and presentation coordinator for the various court visitors and state officials who visited the area.

Following the clerkship, I worked for the Regional Tribal Corporation, the Association of Village Council Presidents (AVCP). I began as the Indian Child Welfare Attorney and quickly advanced to Director of the Child Welfare program. As attorney and Director, I was responsible for a caseload which averaged 225 cases and I supervised the Child Welfare staff both in Bethel and in 20-35 of the 56 remote villages of the Region. Other duties included budget development and implementation, developing and implementing data tracking for program success and evaluation, as well as preparation and presentation of various reports to the Tribes, the Bureau of Indian Affairs (BIA) and the Alaska Office of Children's Services.

Gradually, my duties and responsibilities at AVCP expanded to include program development and expansion of services. As an assistant to the Division Director, I was responsible for planning, implementing and evaluating regional initiatives, pilot programs and other innovations involving multiple internal departments as well as outside statewide agencies. The goal was to bring existing social service programs together into a comprehensive wrap-around approach for families-in-need. In order for the projects to succeed, it was critical that I develop leadership efforts at the villages supported by mentoring and coaching for village staff, the vast majority of who lacked more than a high school education.

Key to my responsibilities at AVCP was the ability to work with various judicial, state and federal employees. It was critical to understand not just the role which each agency played, but where the programs overlapped and how each program could help each other in providing more comprehensive services to families-in-need. Together we collaborated on several grant proposals and training seminars covering a wide range of child welfare topics.

After a brief time improving my trial skills at the District Attorney's office, I returned to the courthouse in the position of Magistrate. While in that position I worked to improve a community based diversionary program for teenagers caught with alcohol. This program led me to create a database focusing on minors cited with consuming alcohol over a 5-year period and how that charge, coupled with how they were processed through the court system, had an impact on future recidivism. While this project is not yet completed, it is yielding interesting results.

As a magistrate, I was also involved in a number of projects geared at educating the public about the court system and at improving court processes overall. I developed a strong working relationship with local law enforcement agencies, the school district, the Office of Children's Services and a number of other agencies that interact with the court on a regular basis. I sat on a committee that reviewed procedures inside the court and which aspired to find ways to offer training and support so that customer service could continue to improve while at the same time providing opportunities for employees to learn new skills.

During my personal time, I developed a curriculum for a youth court. That curriculum was approved by the local school district with plans to include it as a multi-semester course beginning in the fall of 2012 provided qualified teachers can be obtained. I have campaigned for donations to purchase and secure textbooks for the course and I have tested the curriculum by volunteering at the local Youth Facility. My goal is to assist in creating several youth courts in this area: one at the juvenile jail, one at the local high school and others in the villages in this Region. By giving students a fun way to learn research, writing and oral skills, I hope to bolster their self-esteem and reduce the rate of teen alcoholism that is so prevalent in the Region.

My resume contains a brief summary of my qualifications, experience and accomplishments. Based on my interests and qualifications, I believe I am an ideal candidate for a position with the City. I am available to speak with you, or your representative, upon fairly short notice. Please feel free to contact me at the above address/telephone number/email address if I can answer any questions or assist you in any manner.

I thank you for your time and consideration of my candidacy, and I look forward to speaking with you.

Sincerely yours,

Patty Burley

Patty Burley

PATTY BURLEY
P.O. Box 2715
Bethel, Alaska 99559
(907) 543-3098
btvpatty@yahoo.com

**LEGAL
EMPLOYMENT:**

Alaska Court System, Bethel, Alaska

Magistrate (February 2009 to February 2012)

Duties: Assist and advise members of the public; preside over various types of legal hearings; developed a Minor Consuming Alcohol court; developed a data project on the impact of alcohol consumption and interaction with the court system; liaison between court and other agencies; member of court improvement teams for both the Bethel court and the Statewide Child in Need of Aid project.

State of Alaska, Department of Law, Bethel, Alaska

Assistant District Attorney (2008 to 2009)

Duties: Manage misdemeanor caseload.

Association of Village Council Presidents, Bethel, Alaska

ICWA Attorney/Director of Family Preservation Department

September 2002 to 2008

Duties: Representing all AVCP compacted villages in Alaska Court matters involving the removal of native children from their homes; development, presentation and monitoring of program budgets; Staff development including hiring, firing, evaluating, disciplinary actions, grievances and facilitating working relationships; strategic planning; program evaluation; inter-agency coordination and facilitation on numerous social welfare issues.

Alaska Court System, Bethel Superior Court, Bethel, Alaska

Law clerk, August 2001 to August 2002

Duties: Researching and summarizing issues presented to the court; drafting orders and opinions for judge and magistrates; maintaining and updating law library; bailiff during trials; maintaining motion tracking and calendar for judge; responsible for making Bethel an official CLE video replay site for the Alaska Bar Association.

Office of Chief Counsel, Kansas Department of Transportation

Topeka, Kansas

Legal Assistant, 2000 to 2001

Duties: Researching Eminent Domain issues, zoning and planning issues and Indian Law issues; drafting internal memorandum

OTHER
EMPLOYMENT:

M.E. Preschool
Bethel Alaska
Preschool Aide II, Feb 2012 – May 2012
Duties: Assist classroom teacher with maintaining appropriate sanitary and dietary standards in the preschool; supervising 20 children ranging in age from three to five; assisting children in developing their fine motor, verbal, and gross motor skills, assisting children to develop logic, reasoning, counting and sorting skills

EDUCATION:

University of Alaska Southeast, Juneau, Alaska
Candidate for Masters in Public Administration

Washburn University School of Law; Topeka, Kansas
Juris Doctorate Degree with Dean's Honors (July 2001)
Moot Court (2000 to 2001)
Top Oral Argument, Moot Court (Fall 2000)

Northwestern School of Law of Lewis & Clark College, Portland, Oregon
Indian Summer Program, Summer 2000
Co-published Indian Gaming Law Sourcebook

Florida State University, Tallahassee, Florida
B.S. Psychology and B.S. Criminology (1991)

Miami Dade Community College, Miami, Florida
A.A. Psychology (1988)

ACCOMPLISHMENTS: *Curriculum Developer & Teacher, Bethel Youth Court 2008 to Present*

Frequent Lecturer and trainer for the Bureau of Indian Affairs (BLA) (2003- Present)

Planning Member and Facilitator for the Alaska Strategic Plan as it relates to PART (Performance Accountability Rating Tool) and GPRA (Government Performance Results Act) 2005 & 2006

Member of Executive Board of Alaska Indian Child Welfare Association (ANICWA) 2004-2005

Presenter, BLA ICWA Provider's Conferences 2003 – 2006

Co-Facilitator of Presentation on Proposed Amendments to ICWA, October 2003

LANGUAGES:

Fluent in Spanish & English

CITY OF
BETHEL

Lee Foley <lfoley@cityofbethel.net>

CareerBuilder Job Application :995908 City Attorney The City of Bethel in rural Alaska is seeking a
1 message

Jeffrey Gould <fromjag@comcast.net>
Reply-To: fromjag@comcast.net
To: "lfoley@cityofbethel.net" <lfoley@cityofbethel.net>

Sat, Apr 28, 2012 at 6:34 AM

You have received an application to your job posted on CareerBuilder. You can respond to this candidate by replying to this email. Your Reference ID for this job is 995908.

Job Information

Job Title: City Attorney The City of Bethel in rural Alaska is seeking a
Location: US-AK-Anchorage
Job Details: http://www.CareerBuilder.com/Jobseeker/Jobs/JobDetails.aspx?job_did=J3H6KR6KQTNNDHXSMFD

Contact Information

Name: Jeffrey Gould
Phone: 520-808-4435
Email: fromjag@comcast.net

Cover Letter

Jeffrey A. Gould
730 West Roller Coaster Road Phone: 520-808-4435
Tucson, AZ 85704 Email: fromjag@comcast.net

To Whom It May Concern:

I was both fortunate and proud to be employed as Mentoring Program Director for the Federal Department of Labor Prisoner Re-Entry Initiative (PRI) through Old Pueblo Community Foundation (OPCF) and Pima Prisoner Re-entry Partnership (PREP), Primavera. Establishing intra-agency teamwork and collaboration; we advanced Mentoring services for the participants from 10/06 when PREP/Mentoring was ranked in the lowest 5 of the 30 PRI sites nationwide, through 2008 where PREP/Mentoring moved up to 4th nationwide; and reduced recidivism at participant levels to below 20 percent.

I embraced this as an opportunity working with over 300 volunteer mentors and mentees to continue to capitalize on my ability to undertake a large and widely varied array of projects, learn quickly, utilize available computer resources, listen, communicate, network, find effective solutions, and maintain a sense of humor.

I have spent the last eight (8) years evaluating my life and the choices I have made to this point. I have always tried to help people, as an advocate or otherwise. I am proud of my professional accomplishments and varied work history and learned that most things in life are a privilege, not a right. I spent several years mired in the quicksand of alcoholism and at one point I was very much part of the at-risk population that I now serve. I am a recovering alcoholic with eight (8+) years of sobriety. I undertook to refocus, personally and professionally and have found that I can only help myself by being of service to others. I am candid, open in all my endeavors, willing to change, and thereby learn from my past.

Regaining gratitude and perspective, I am now patient, humble, detail oriented and focused. This empowered and allowed me to open a small business in a time of economic uncertainty while always emphasizing integrity, accountability and on-time completion of projects as Just Jeff: "The How May I Help You?" Handyman. This business is intact and growing.

Working with volunteers, also as a volunteer and small business owner in this community has already given me back more than I could ever return - focus, structure, and the flexibility to move forward. Each day brings new growth and opportunities to serve the community. I welcome the opportunity to discuss the results you can expect from me as an asset and team member of your organization. Thank you for your time and consideration.

With gratitude,

Jeffrey A. Gould

- JD, Doctor of Jurisprudence: 1992 - Law, University of Nebraska - Lincoln, NE;
- Am. Jur. Award in Legal Profession and Ethics, 1992
- BBA: 1989 - Finance, University of Alaska - Fairbanks, AK

REFERENCES AVAILABLE UPON REQUEST

 Just Jeff JJ RSM 031112.doc
63K

Jeffrey A. Gould

730 West Roller Coaster Road
Tucson, AZ 85704

Phone: 520-808-4435

Email: fromjag@comcast.net

SUMMARY:

Active out of state attorney with 15 years experience in legal, financial, marketing and business development. Small business owner. Strong representational, organizational and supervisory skills. Successfully direct large case loads, manage and apply teamwork with co-workers. Emphasis on plaintiff's personal injury and/or insurance defense. A life-long Alaskan relocated to Arizona for the past 9 years, who now enjoys "hands on" involvement in the community, with volunteers and organizations that are creative and empower people by advancing social and economic justice. Small business owner thriving on challenge and the opportunity to apply a wide variety of skills. Gratitude.

EXPERIENCE:

Sole Proprietor Just Jeff Tucson, AZ 2009

Just Jeff: The "How May I Help You?" Handyman. Troubleshoot, problem solve, readily interpret vague instructions of a complicated nature, clarify and respond to challenges with a "get the job done" attitude. Grasp client's requirements and needs quickly, cost effectively and complete jobs in a timely meet-and-exceed manner. Negotiate and monitor preventative maintenance contracts and service. Energetic, with a broad range of general home maintenance and repair skills: interior brush, spray painting, wallpapering and dry walling; patio, grounds landscaping, irrigation and upkeep; roof repair, leaks, waterproofing problems and plumbing. Carpentry jobs - including restoration, refinishing of antique furniture.

Mentoring Empowerment Program Director OPCF Tucson, AZ 2006 - 2008

Old Pueblo Community Foundation: Mentoring Program for the Federal Department of Labor and Pima Prisoner Re-Entry Partnership (PREP). Help newly released men and women to attain stable employment, a greater quality of life and improve the transition back into the community. Recruit, train, match, and oversee 300 volunteer mentor and mentee interactions to empower re-entry individuals to reconnect to the community, attain stable employment and make positive life choices.

Volunteer Resources Program Assistant SAAF Tucson, AZ 2005 - 2006

Southern Arizona AIDS Foundation: Volunteer training, education in HIV/AIDS awareness, prevention and outreach. Foster and develop ongoing outreach and relationships with current and potential volunteers and community organizations by enhancing SAAF Volunteer and Development Division's communications.

Verification and Fund Raising Associate Xentel Inc. Tucson, AZ 2002 - 2004

Administrative support liaison between management and staff. Responsible for weekly verification, collection and agency interaction regarding non-tax-deductible fundraising contributions on behalf of the Tucson Police, Fire and Pima County Sheriff Department.

Sole Practitioner Law Office of Jeffrey A. Gould Anchorage, AK 1998 - 2001

High-volume personal injury practice emphasizing plaintiff's personal injury, insurance, claims and first party contractual insurer bad faith. Independent contract work on a variety of issues. Sole practitioner with multiple roles as attorney, administrator, paralegal, secretary, law clerk, marketer and receptionist. Direct quarterly revolving caseloads of 35 (+) clients through all phases of negotiation, mediation, binding arbitration and/or litigation to resolution.

Litigation Specialist Progressive Auto Insurance Anchorage, AK 1996 - 1998

High Exposure Loss Profiler (HELP). Risk analysis, liability determination, allocation and in-house counsel. Direct Progressive Alaskan insurance claims handling practices and all Alaskan litigation through outside counsel. Manage large-volume, high-exposure injury cases throughout Alaska on all pretrial and trial litigation, mediation and/or arbitration to resolution. Develop ongoing professional relationships with: majority of Anchorage personal injury plaintiff's and defense bar; numerous nationwide insurance companies; and more importantly, their claims adjusters. Responsible for: management of 40 employees; 7 out-of-house law firms; defense strategies; litigation strategy, including trial management, cost containment and damage exposure reduction.

Senior Associate Guess & Rudd Anchorage, AK 1995 - 1997

Advocate and counsel for numerous insurance companies including Progressive, State Farm, USAA, Travelers, Allstate and E&O Professionals. Represented insureds' interests on claims involving liability and damages, UM/UIM policy limits and policy coverage interpretations, realtor liability, insurance agency and broker liability. Resolution through all phases of litigation, mediation, arbitration and/or trial.

Associate Law Office of William G. Azar Anchorage, AK 1993 - 1995

Representation of high volume personal injury clientele with an average revolving caseload of 75 clients. Mediated, arbitrated or negotiated settlements in first or third party claims against most of Alaska's leading insurance companies. Emphasis on complex, high-exposure claims arising out of passenger aircraft fatalities, wrongful death, vehicle accidents and dog bites.

Law Clerk Birch, Horton, Bittner & Cherot Fairbanks, AK 1990 - 1992

Research and draft legal memoranda, pleadings and briefs involving a variety of civil issues including contract interpretation, municipal corporations, real estate and commercial transactions, insurance coverage, bankruptcy and administrative disputes.

PROFESSIONAL ASSOCIATIONS / EDUCATION

- Board of Directors, Pima Prevention Partnership, 2007 to present - Tucson, AZ
- AZ Dept. of Public Safety, Fingerprint Clearance Card # 2703082993, through 2014
- Southern Arizona Volunteer Managers Association, 2005 to present - Tucson, AZ
- AA, Alcoholics Anonymous, 2004 to present - Tucson, AZ
- Alaska and American Bar Associations: Active out of state licensing 1993 to present (voluntary inactive medical disability, 2001 to 2011). Alaska Bar Id. # 9306021 - Anchorage, AK
- JD, Doctor of Jurisprudence: 1992 - Law, University of Nebraska - Lincoln, NE;
- Am. Jur. Award in Legal Profession and Ethics, 1992
- BBA: 1989 - Finance, University of Alaska - Fairbanks, AK

REFERENCES AVAILABLE UPON REQUEST

Elizabeth (Beth) L. White
Attorney at Law

200 W. 34th Ave., #109 Anchorage, Alaska 99503
bethlwhite@rocketmail.com
907-244-0942; 936-443-0110
May 20, 2012

City of Bethel
Attn: Mr. Lee Foley
City Manager
lfoley@cityofbethel.net

RE: City Attorney position

Dear Mr. Foley:

Attached you will find my resume in response to the job posting for City Attorney for the City of Bethel. I have been licensed with the Alaska Bar Association since 1997. My recent experience working with the North Slope Borough Law Department and living in Barrow has increased my interest in legal issues that affect local governments in rural Alaska. The position with the City of Bethel presents the right opportunity to combine the legal and rural Alaska experience that I have to offer.

In my career as an attorney, I have a number of years of experience in municipal law matters. Responsibilities have covered different areas, such as drafting ordinances and resolutions, attending council and assembly meetings and workshops, addressing municipal finance, utilities, and real estate matters including tax foreclosures and oil and gas property tax questions, and filing various actions for governmental entities. Also, I have drafted and reviewed public contracts and purchase orders for procurement for municipal departments. Other positions that I have held in Alaska have been with the State of Alaska, as an Attorney IV, and with the Municipality of Anchorage. My legal background also includes service as an officer in the Judge Advocate General's Corps in the National Guard and Army Reserve, in addition to civil law and prosecutorial positions. My legal experience includes providing legal advice to elected and appointed officials, while maintaining an objective view of the issues.

I am a graduate of the University of Houston Law Center and a member in good standing with the Bar organizations in Alaska and Texas. In my career, I have developed the expertise to reach consensus among parties, personnel and agencies, and those skills required for issues which involve litigation.

I look forward to hearing from you to discuss the City Attorney position for the City of Bethel. Thank you for your consideration.

Very truly yours,

Elizabeth (Beth) L. White /s/

Elizabeth (Beth) L. White

Attorney at Law

200 W. 34th Ave, # 109
Anchorage, Alaska 99503
bethlwhite@rocketmail.com
907-244-0942; 936-443-0110

SUMMARY OF QUALIFICATIONS

- Municipal and state government representation, administrative and appellate experience; adept at cultivating strong relationships with individuals from varied organizations and backgrounds including community groups and government agencies.
- Excellent verbal and legal research and writing skills; transactional experience in real estate law, contracts, employment agreements; able to assess client needs and deliver persuasive arguments in court.
- Served as advisory board member and board member for non-profit organizations.

PROFESSIONAL EXPERIENCE

Municipal/Litigation

Career experience: municipal law-draft ordinances, resolutions, regulations, respond to public records requests, provide legal advice to municipal officials, officers, and departments; civil litigation and mediation; appeals; defense and prosecution; Judge Advocate General's Corps-reserve service, Army National Guard.

Contract legal services for variety of law firms, non-profit corporations, and governmental entities - drafting trial, appellate, and general transactional documents.

Administrative/Transactional

Administrative hearings and appeals with various governmental agencies, including Alaska State Commission for Human Rights; military tribunals and workers compensation boards; transactional-real estate law, land use planning; contracts, workers compensation, employment law; non-profit corporate law.

WORK HISTORY

2011-present	Law Office of Vassar & White, LLC, Of Counsel	Anchorage, Alaska
2010-2011	North Slope Borough Law Department, Assistant Borough Attorney	Barrow, Alaska
2008-2009	Elizabeth L. White, Attorney at Law	Anchorage, Alaska
2006-2007	State of Alaska, Dept. of Administration, Attorney IV	Anchorage, Alaska
2003-2005	Elizabeth L. White, Attorney at Law	San Antonio, Texas
1997-2002	Municipality of Anchorage, Assistant Municipal Prosecutor, Contract Attorney for Municipality	Anchorage, Alaska
1994-1996	White & Le Bas, Attorneys at Law	Amarillo, Texas
1989-1994	Army National Guard, Judge Advocate General's Corps; 63 rd Judicial District, Assistant District Attorney	Camp Mabry, Texas Del Rio, Texas

EDUCATION

J.D., University of Houston Law Center, Houston, Texas, 1988; Gulf Coast Legal Foundation Law Student Award.
Honors B.A., University of Texas, Austin, Texas; Dean's List and Presidential Honor Scholar Award.

PROFESSIONAL AFFILIATIONS

Member, Alaska Bar Association, 1997.
Member, State Bar of Texas, 1989.

ANDREW S. DUNMIRE
PO Box 130
Bethel, Alaska 99559
(907) 543-1160
andrewdunmire@gmail.com
Alaska Bar License #1205047

June 15, 2012

Dear Bethel City Council:

I am writing to apply for the in-house city attorney position. I am a licensed attorney and resident of Bethel, where I work at the courthouse. Although I have only lived in Bethel for ten months, I have grown to love our town: I enjoy traveling on the river and ice road, exploring the tundra, and immersing myself in the local community and culture. Bethel is a unique city with many draws, and I am ready to put down roots and adopt it as my home. Professionally, I believe my combination of academic and real-world experience makes me an attractive applicant.

During the summer of 2010, I interned for the Washington State Attorney General's Office in a division that acted as general counsel for other government agencies. While there, we represented several agencies in contract, tort, property, and labor disputes. It was an incredible introduction to the practice of municipal law. The next year, I interned at the Alaska Public Defender Agency, where I appeared in court daily, developed my courtroom personality, and learned the intricacies of criminal law in Alaska.

In law school, I enrolled in an intensive practicum study of lobbying at the state level. The practicum was taught by a longtime state senator. In addition to getting the opportunity to lobby in front of current legislators, we were also instructed in statute writing and received practical pointers from the Virginia Division of Legislative Services—the agency tasked with drafting unbiased and nonpartisan bills for the legislature's consideration. Certainly, both lobbying and nonpartisan bill drafting will be essential skills for the next city attorney.

More recently, I have worked as a law clerk in Bethel for Superior Court Judge Leonard Devaney. After his retirement in May, I clerked for a handful of rotating judges, including two presiding judges and a supreme court justice. Through it all, I have helped decide hundreds of cases by reading and digesting motions, writing memoranda of law, and drafting judicial orders. Most importantly, I have developed first-hand knowledge of how the Bethel Court processes and decides cases—both administratively and substantively. And the volume of cases in the Bethel Court means that I get to work on a tremendous variety of issues—everything from multimillion dollar property suits to simple tort claims. Through it all, I have learned one important lesson: I want to stay in Bethel.

Although I may not have practiced law as long as other applicants, I believe my unique experiences align well with the duties of this position. Additionally, I am already familiar with the distinct challenges and benefits of living and working in Bethel, and I hope for an opportunity to discuss my candidacy in person with the City Council.

Quyana cakneq,



Andrew S. Dunmire

ANDREW S. DUNMIRE
PO Box 130
Bethel, Alaska 99559
(907) 543-1160
andrewdunmire@gmail.com
Alaska Bar License #1205047

EXPERIENCE

Law Clerk, Alaska Court System, Bethel, Alaska August 2011—Present

- Clerked in one of Alaska's busiest trial courts: read and digested opinions, briefs, and motions; prepared legal memoranda and drafted orders. Worked with many judges.
- Interpreted statutes and caselaw; communicated closely with judges on pending cases.
- Managed motion work for a judge who averages over 500 pending cases.
- Gained key insights into the realities of practicing law in Bethel.

Intern, Alaska Public Defender Agency, Palmer, Alaska Summer 2010

- Represented misdemeanor clients in district court on a daily basis.
- Second chaired an eight-count felony case: won a motion for judgment of acquittal on charge of criminal mischief and cross-examined the State's main witness.
- Successfully argued a Fourth Amendment suppression motion in superior court, resulting in the dismissal of a felony possession charge.

Intern, Washington State Attorney General, Bellingham, Washington Summer 2009

- Assisted attorneys with trial prep, including sorting discovery, interviewing witnesses, attending depositions, and drafting motions.
- Wrote an appeal to the Washington State Board of Industrial Insurance Appeals.
- Exposed to wide variety of civil practice areas, including workers comp, family law, Indian law, licensing, education, municipal, and torts.

EDUCATION

Washington and Lee University School of Law, Lexington, Virginia
Juris Doctor May 2011

- GPA: 3.274.
- Editor-in-Chief, *Law News*.
- Technology Editor, *Journal of Energy, Climate, and the Environment*.
- Awarded the *Alexander M. and Rose S. Harman Academic Scholarship*.

University of Florida, Gainesville, Florida
Bachelor of Science, Quantitative Sciences May 2005

- Awarded full-tuition academic scholarship; worked nearly full-time all four years.

PERSONAL

- Interests include camping, skiing, learning the banjo, exploring the river and tundra.

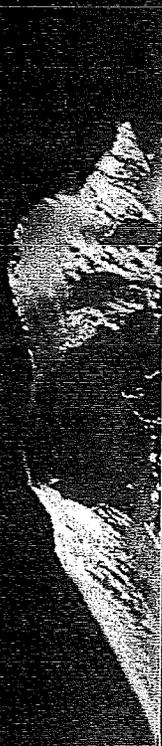
ANDREW S. DUNMIRE
PO Box 130
Bethel, Alaska 99559
(907) 543-1160
andrewdunmire@gmail.com
Alaska Bar License #1205047

PROFESSIONAL REFERENCES

- **John Richard**
Assistant Public Defender
Palmer, Alaska
john.richard@alaska.gov
(907) 707-1710
- **Leonard Devaney III**
Retired Superior Court Judge
Bethel, Alaska
(907) 543-7994
- **Douglas Blankenship**
Presiding Judge, Fourth Judicial District
Fairbanks, Alaska
(907) 452-9317
- **Craig F. Stowers**
Justice, Alaska Supreme Court
Anchorage, Alaska
(907) 264-0624

* I worked for Judge Blankenship and Justice Stowers when they came to Bethel to cover Judge Devaney's docket.

Standing Beside Alaska's Nonprofits



theforakergroup

Understanding Project Delivery Methods

June 13, 2012

What is a “Project Delivery Method”?

The process of how a project will be planned, designed, and built

OR

Procurement strategy for designing and constructing a facility

OR

Means of contractually communicating expectations and the basis of reimbursement

OR

The process of managing how a project will be planned, designed, and built

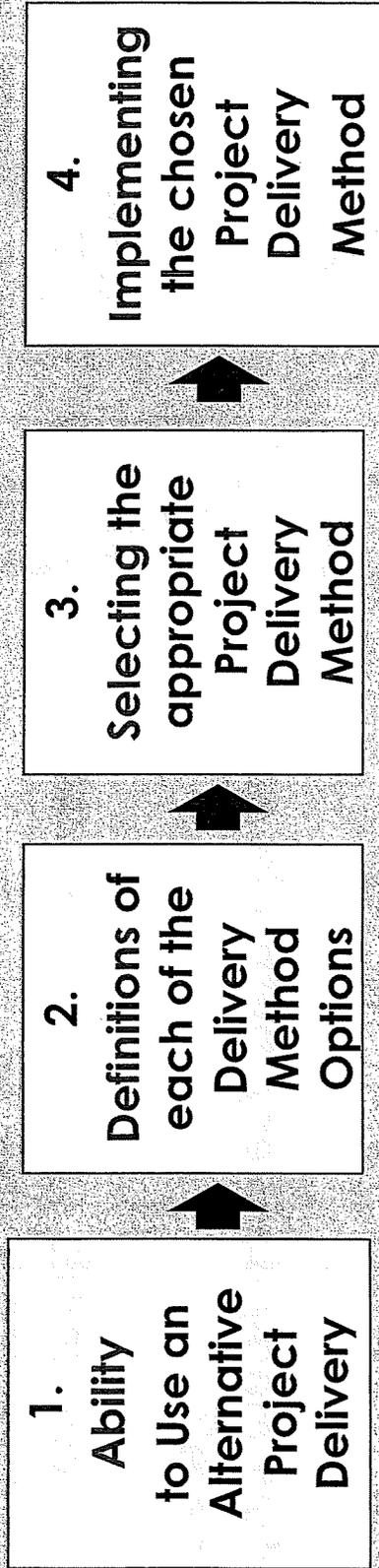
How many of you have a list of delivery methods?

How many delivery methods are there?

Do you think your list is the same as everyone else's?



The Four (4) Stops on the Road To Alternative Project Delivery

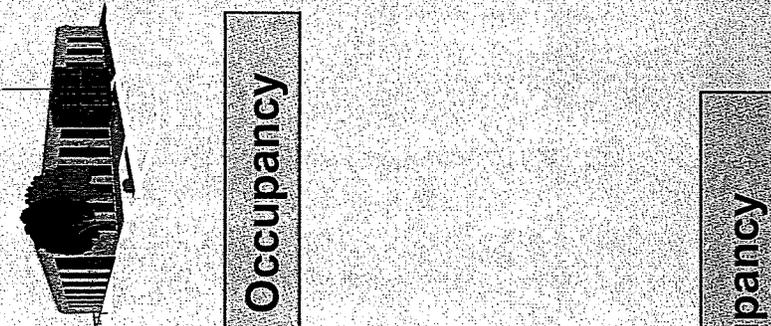


Current state:
 Numerous lists, numerous definitions
 None that are "right", none that are "wrong"

Project Delivery Methods

- Design Bid Build
- Design/Build
- CM/GC (CM AT-Risk)
- Job Order Contracting
- Multiple Prime Contracting
- Others?

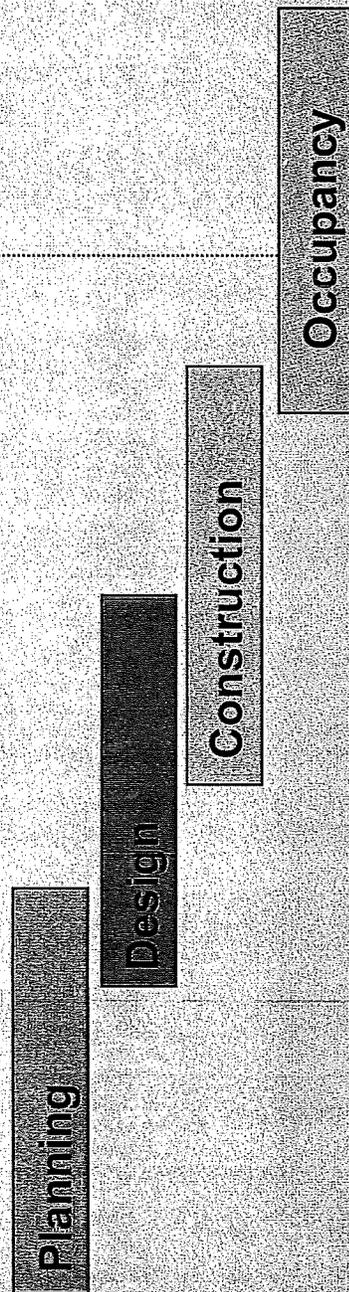
Typical Project Delivery Phases



Traditional
Linear Process



Fast-Tracking
Process



What is Design-Bid-Build?

**“Defining” Characteristic(s):
(uniquely defines it from other methods)**

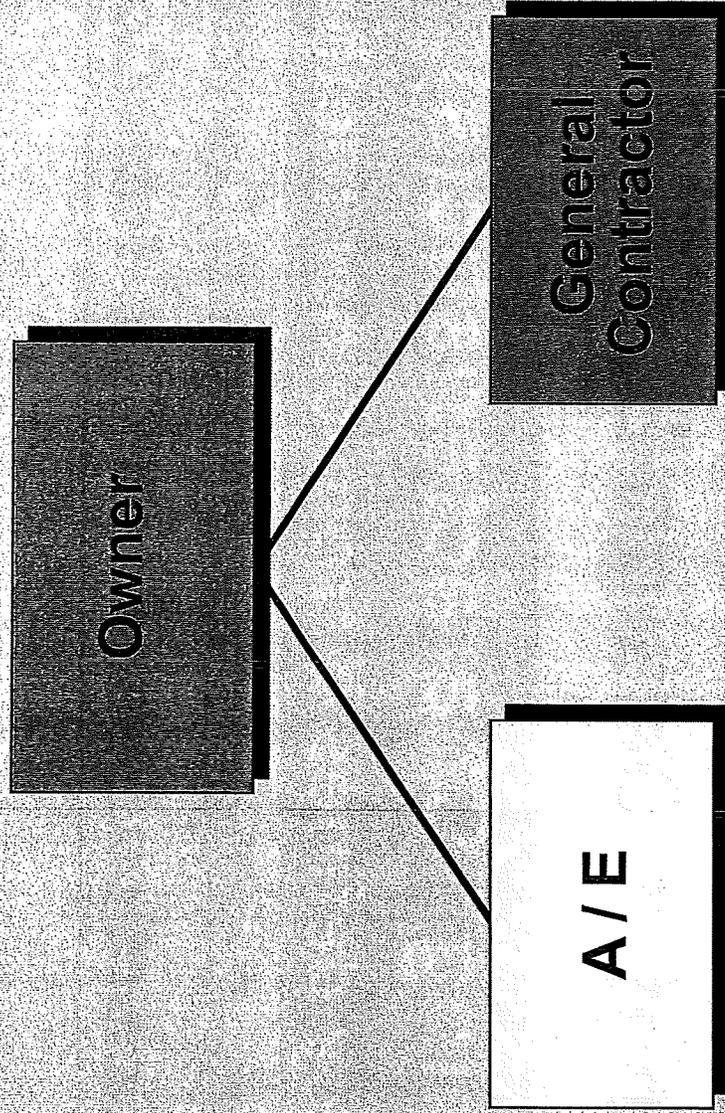
- ✓ Separate Contracts for Design & Construction
- ✓ Final Selection Based 100% on Total Cost

“Typical” Characteristics:

- ✓ Design Documents complete

Design-Bid-Build

(Two Separate Contracts for Design & Construction)

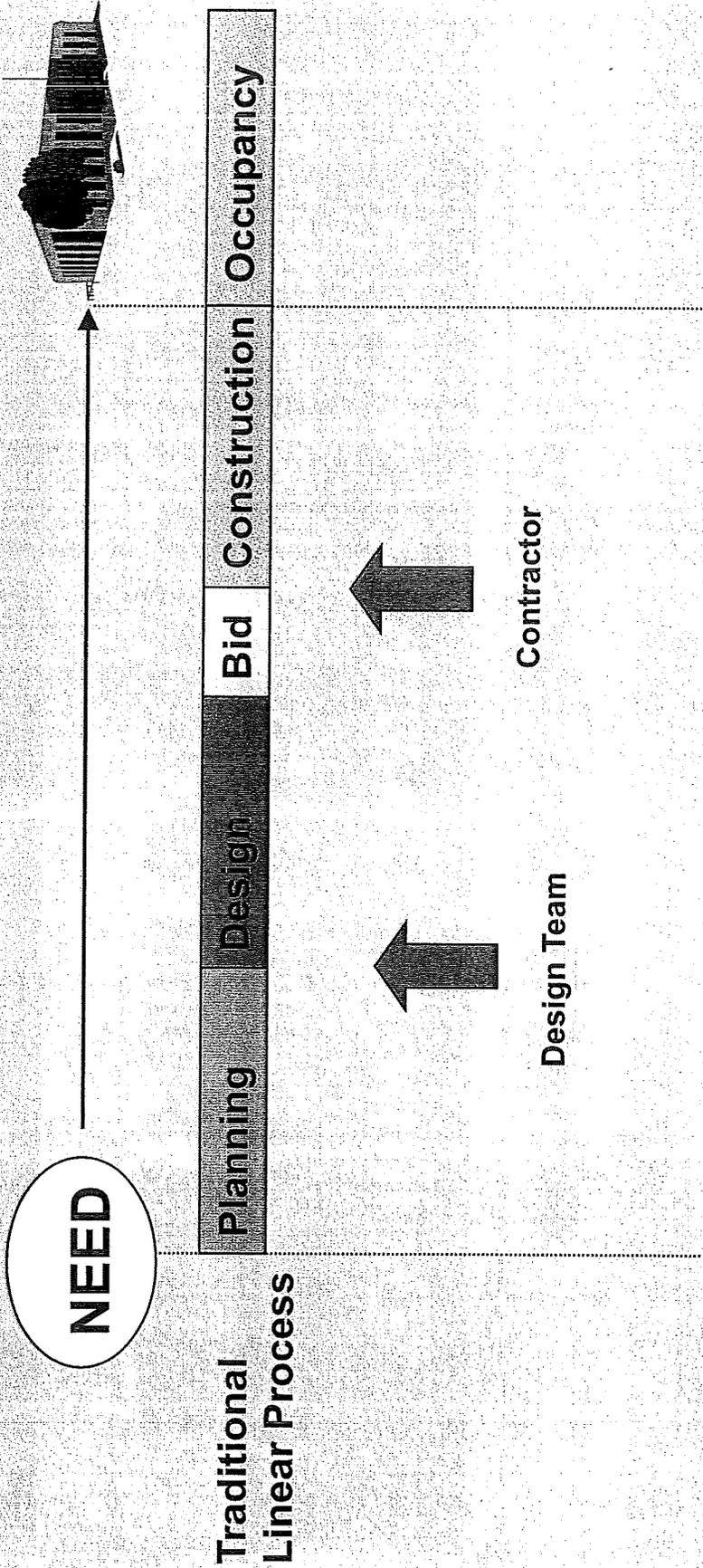


Responsible for Design

*Responsible for
Performance and
Holds Trade Contracts*

the foraker group

Typical Design-Bid-Build Process (The Four Phases)



Traditional
Linear Process

What is Design-Build?

“Defining” Characteristic(s):
(uniquely defines it from other methods)

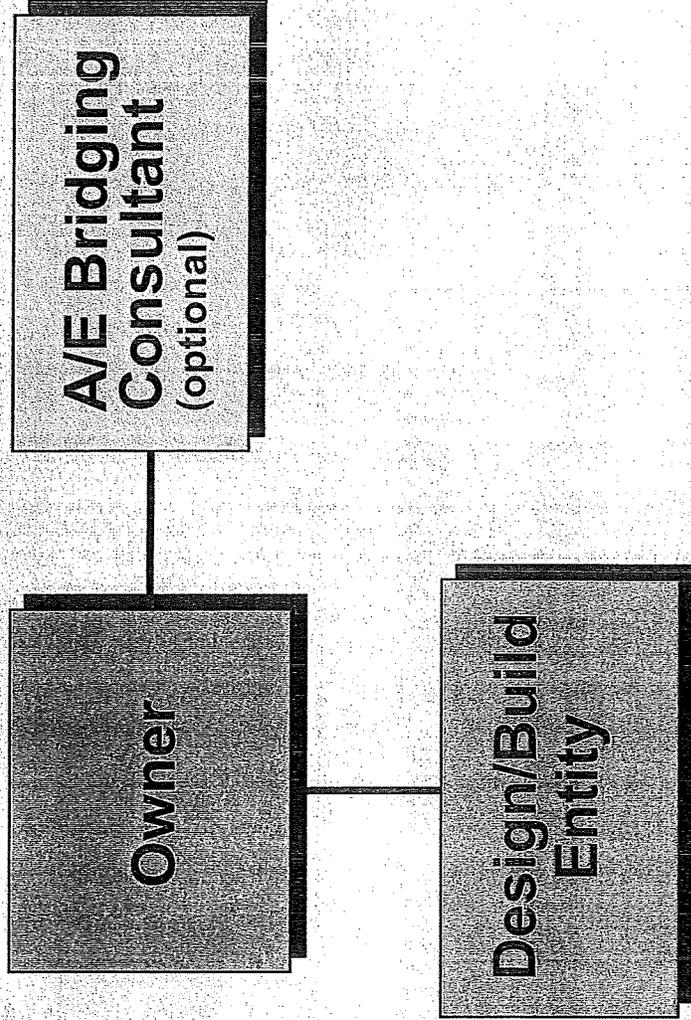
✓ **Single Point of Responsibility**

“Typical” Characteristics:

- ✓ **Fast-Tracking Design/Construction**
- ✓ **Preconstruction Services**
- ✓ **Guaranteed Maximum Price/ Schedule**

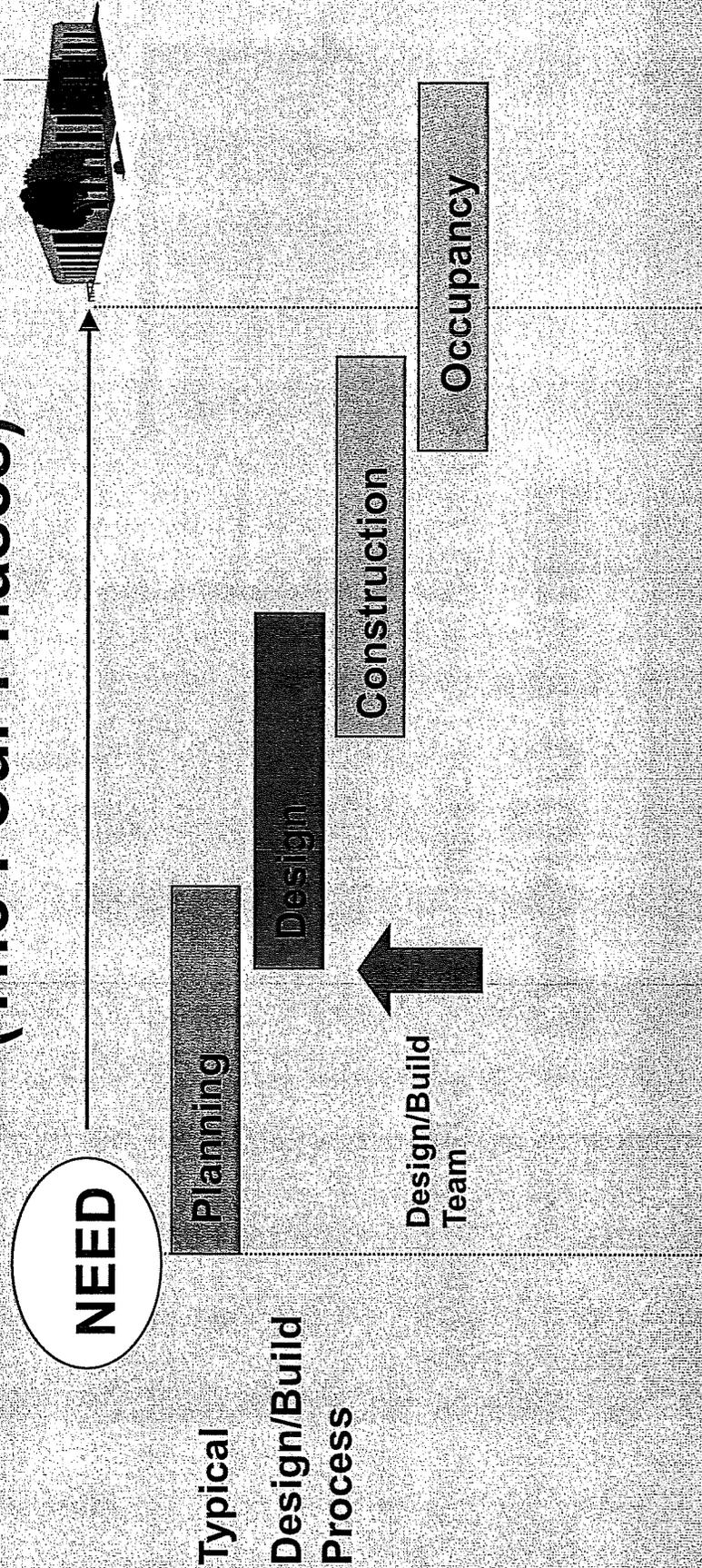
Design-Build

(One Single Contract for Design & Construction)



Responsible for Design, Performance and Holds Trade Contracts

Typical Design/Build Process (The Four Phases)



Typical
Design/Build
Process

What is CM/GC (CM At-Risk)?

“Defining” Characteristics:

(uniquely defines it from other methods)

- ✓ Separate Contracts for Design & Construction
- ✓ Final Selection not Based 100% on Total Cost
- ✓ CM/GC Holds Trade Contracts/ Performance Risk

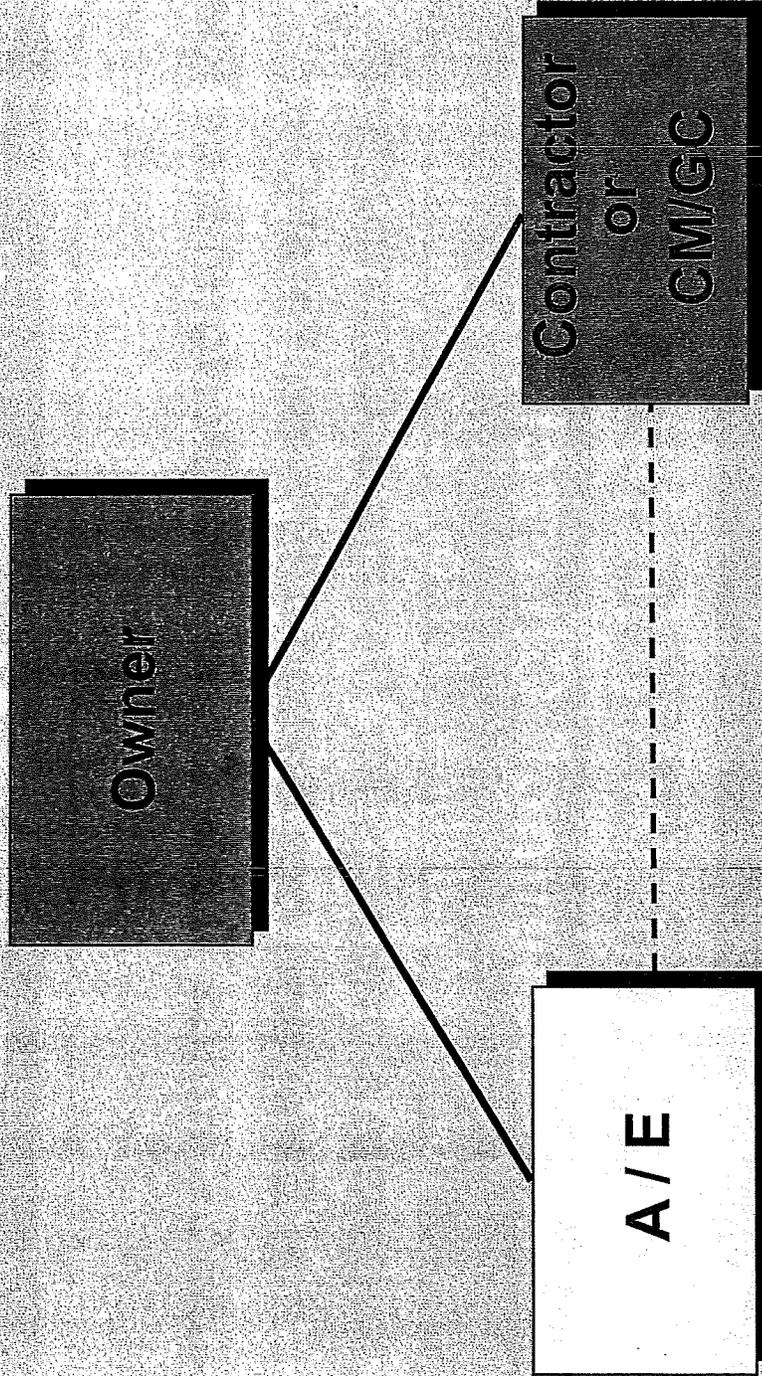
“Typical” Characteristics:

(are not unique to one delivery method)

- ✓ Fast-Tracking Design/Construction
- ✓ Preconstruction Services
- ✓ Guaranteed Maximum Price/ Schedule

CM/GC (CM At-Risk)

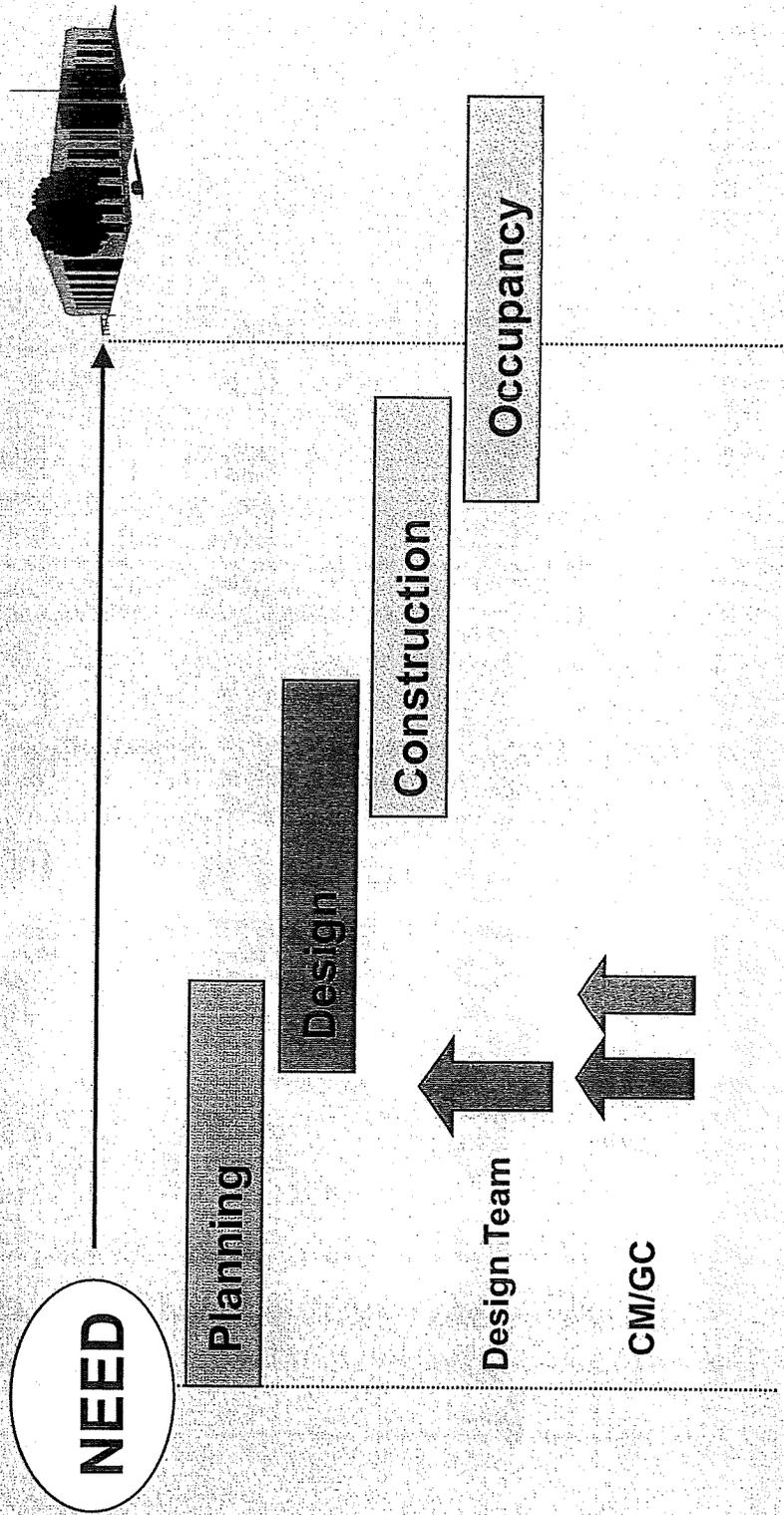
(Two Separate Contracts for Design & Construction)



Responsible for Performance and Holds Trade Contracts

Responsible for Design

Typical CM/GC (CM At-Risk) (The Four Phases)



Typical
CM/GC
Process



Type of Selection Matters Combining the type of “Selection” & “Contracts”

Typical Selection Types

1. Low Bid

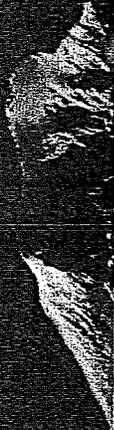
- *Total Construction Cost, is the only selection criteria.
(Total Construction weighted 100%)*

2. Best Value Bid

- *Total Construction Cost including the Cost of Work is a weighted selection criteria (Cost & Qualifications).
(Total Construction Cost weighted between 0% & 100%)*

3. Qualifications Based Selection

- *Cost of Work is not a selection criteria.
(Total Construction Cost weighted 0%)*



Delivery Options Matrix

SELECTION TYPES

Low Bid

Total Construction Cost is sole criteria for final selection
(Total Construction weighted 100%)

Best Value

Total Construction Cost and other criteria are weighted factors in the final selection
(TCC weighted between 0 & 100%)

Qualifications Based Selection

Total Construction Costs are not a factor in the final selection criteria
(Total Construction weighted 0%)

CONTRACTS

Designer & Contractor
(2 separate contracts)

Design/Builder
(1 combined contract)

Delivery Options Matrix

SELECTION TYPES

Low Bid

Total Construction Cost is sole criteria for final selection
(Total Construction weighted 100%)

Best Value

Total Construction Cost and other criteria are weighted factors in the final selection
(TCC weighted between 0 & 100%)

Qualifications Based Selection

Total Construction Costs are not a factor in the final selection criteria
(Total Construction weighted 0%)

CONTRACTS

Designer & Contractor
(2 separate contracts)

Design-Bid-Build

Best Value Bid

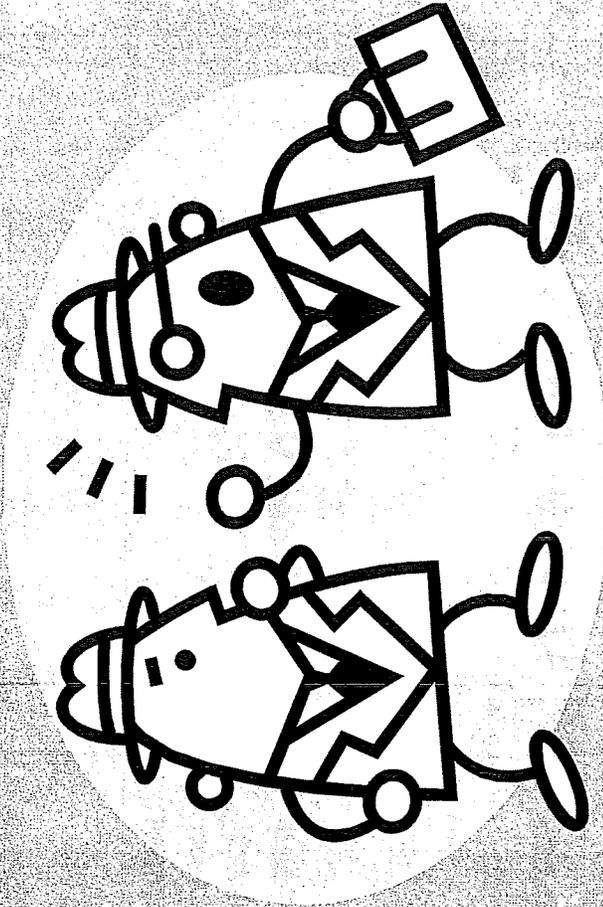
CM/GC (CM At-Risk)
Competitive Qualifications Proposal

Design/Builder
(1 combined contract)

Design-Build
Competitive Sealed Bid

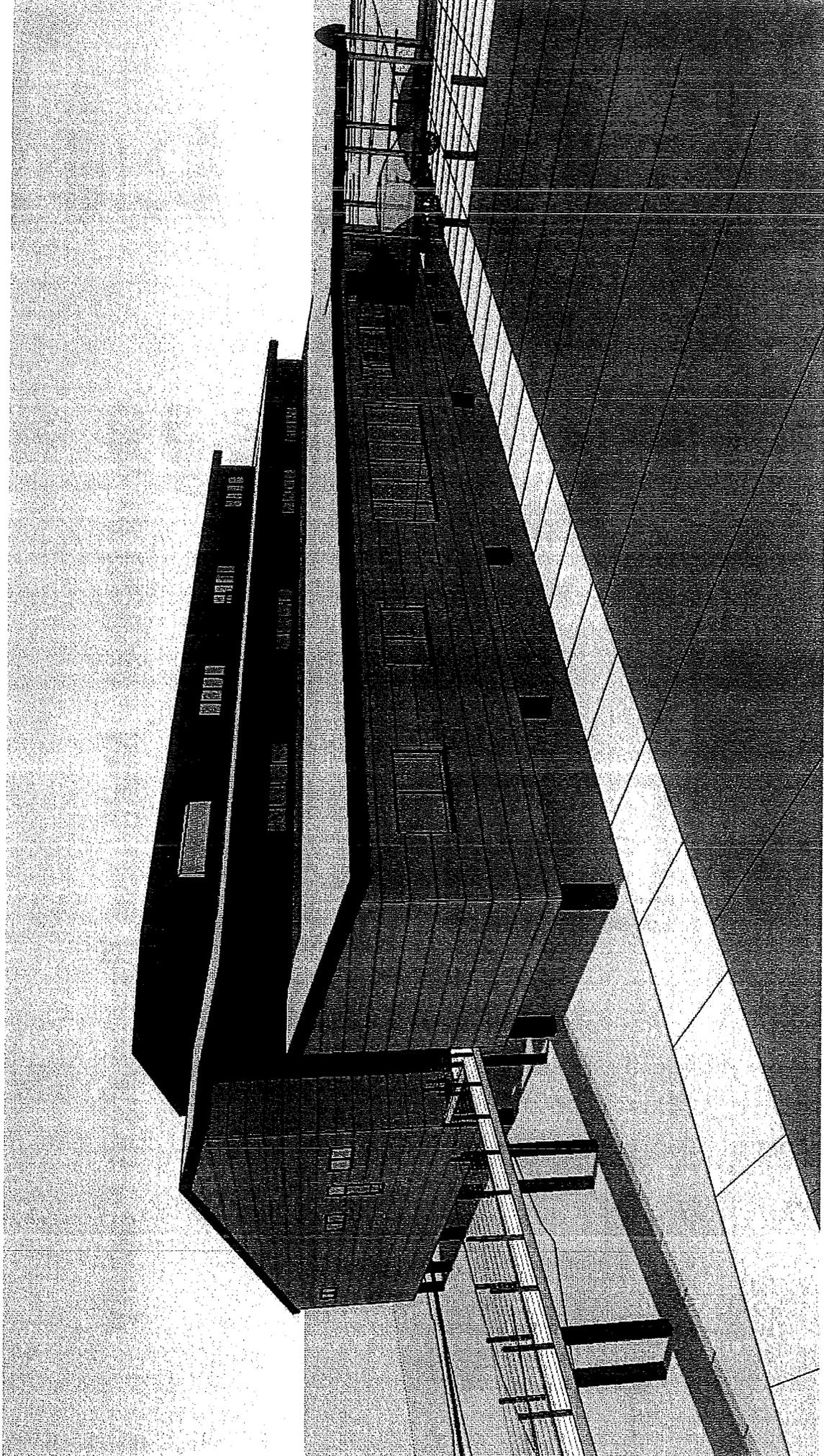
Design-Build
Best Value Bid

Design-Build
Competitive Qualifications Proposal



Discussion?

Questions?



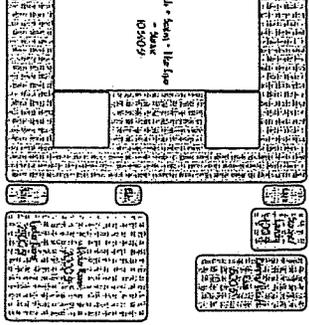
FINAL

City of Bethel
Multi-Use-Recreation
Facility Plan

November 15, 2005

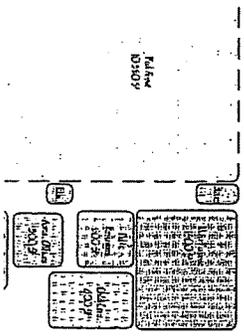


Prepared by Agnew Beck City of Bethel
11/15/05



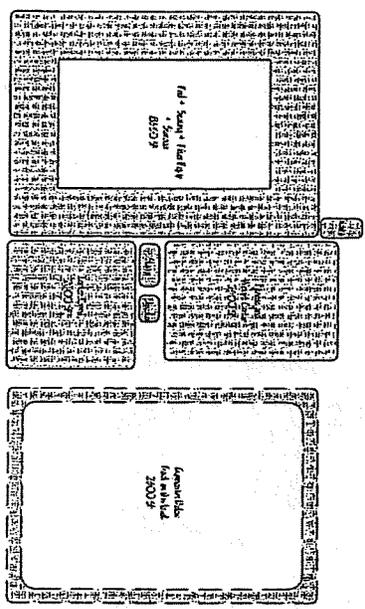
Scale: 1" = 100'

North



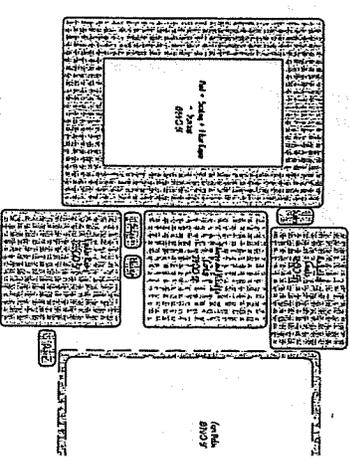
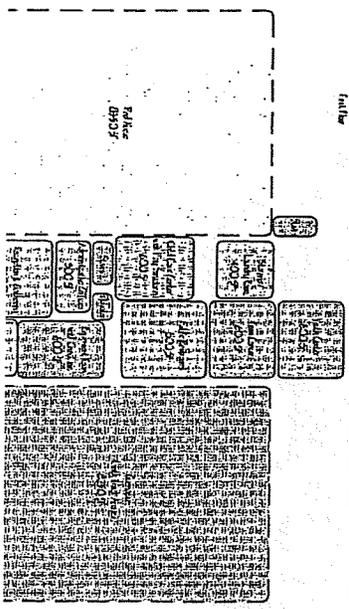
City of Bethel - Multi-use Recreation Facility Plan

Agnew Beck November 2005



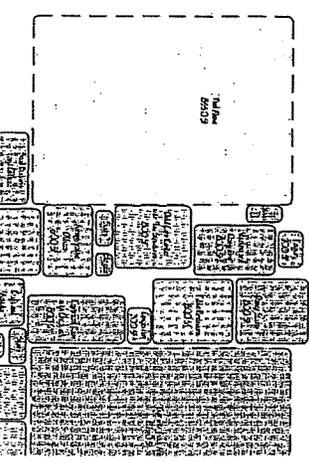
Scale: 1" = 100'

North

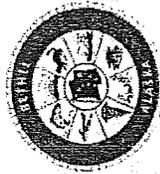


Scale: 1" = 100'

North



CITY OF BETHEL
BETHEL, ALASKA

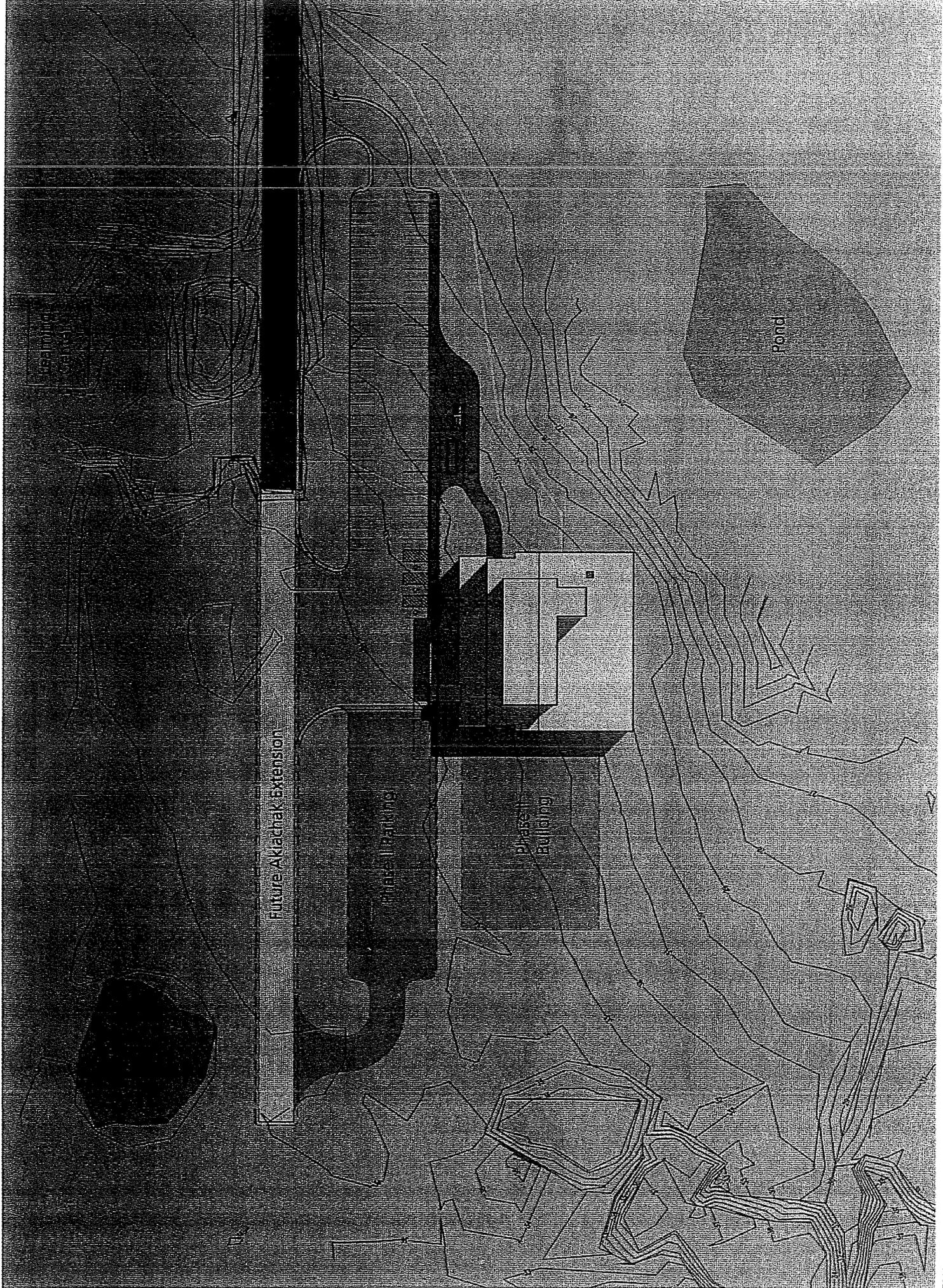


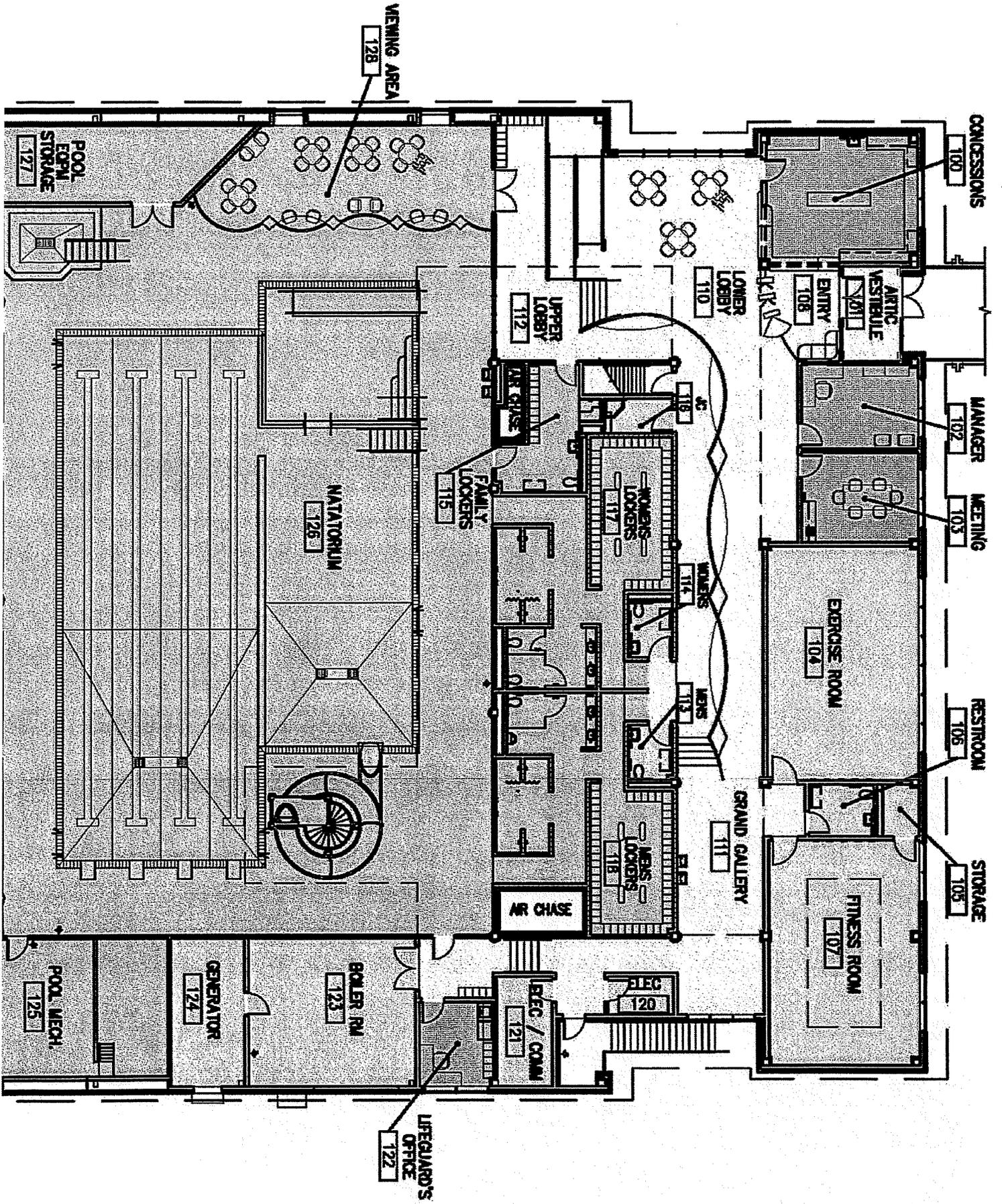
REQUEST FOR QUALIFICATIONS
BETHEL RECREATION CENTER

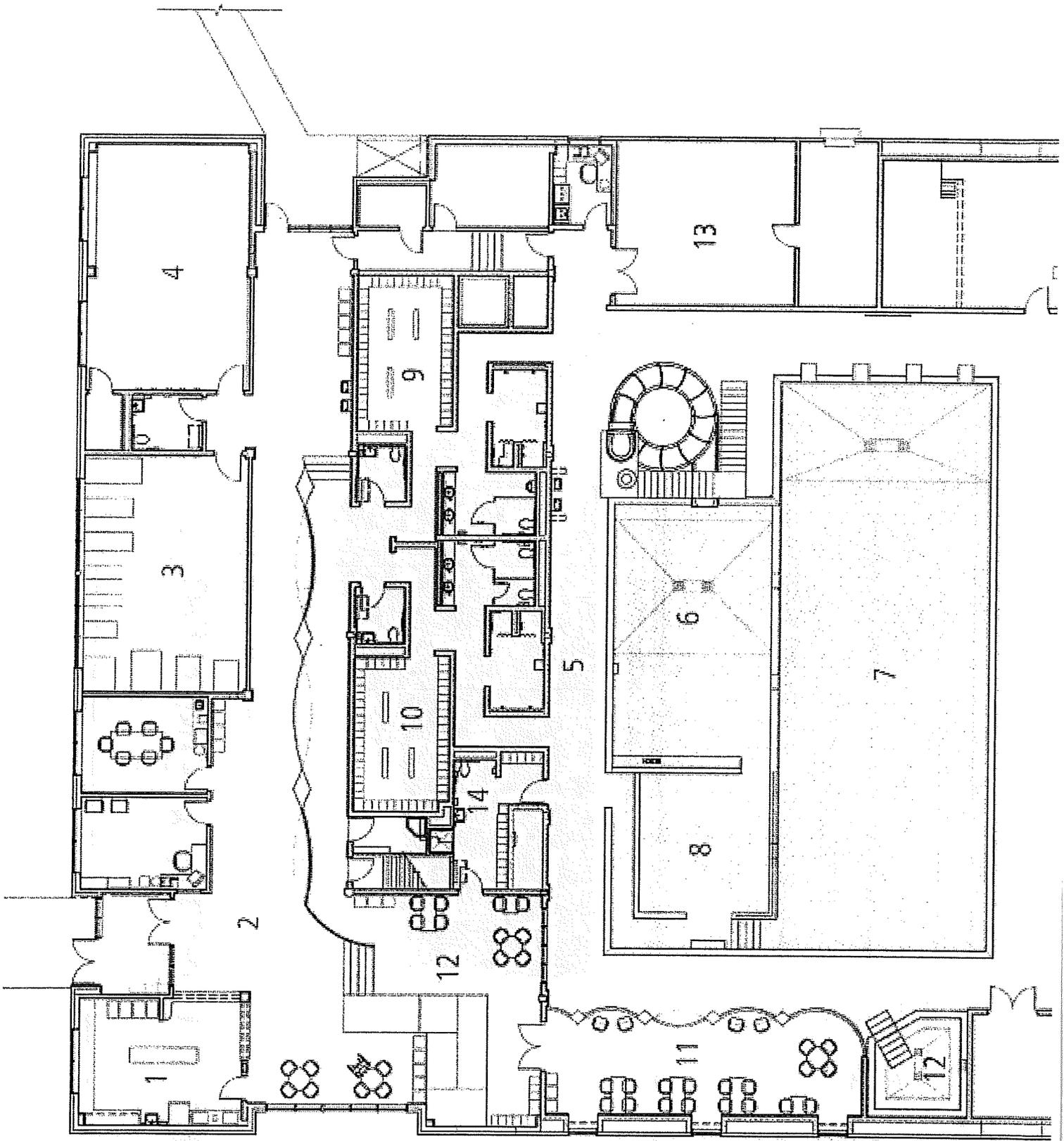
Responses Due: July 23, 2008; 4:30 pm Alaska Time
Mail, Fax, Email, or Deliver to: City Hall, 300 State Highway, Bethel, AK
Expected Term of Contract: August 1, 2008 - July 31, 2009

ARCHITECTURAL DESIGN SERVICES
Bethel Recreation Center



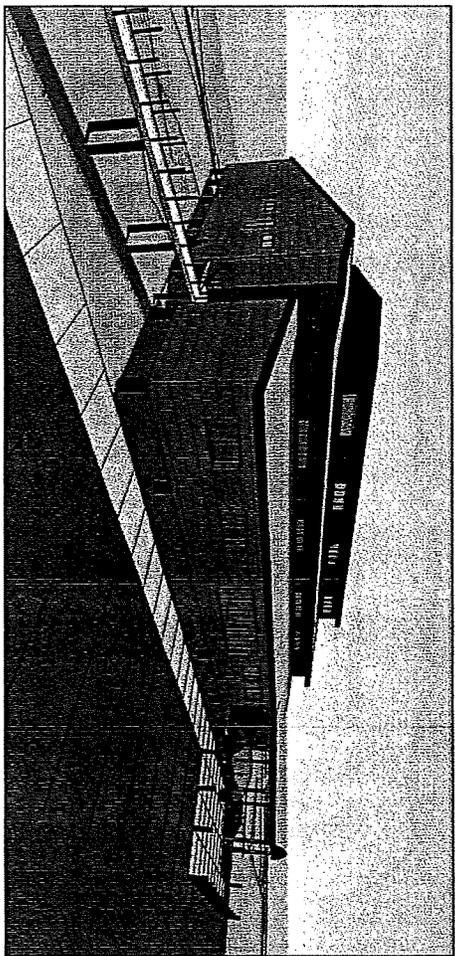






BETHEL AQUATIC TRAINING & HEALTH CENTER

CITY OF BETHEL
BETHEL ALASKA 99599



A.A.I. Job No: 08070.01

PRINTED: Feb 8th 20



CIVIL ENGINEERING
STRUCTURAL ENGINEERING
MECHANICAL ENGINEERING
ELECTRICAL ENGINEERING
AQUATIC CONSULTANT

PDC ENGINEERING

2700 GAMBELL STREET, SUITE 800, ANCHORAGE AK 99503
BBFM ENGINEERS

510 L STREET, SUITE 200, ANCHORAGE, AK 99501
AMC ENGINEERS

701 EAST TUDOR AVE, ANCHORAGE, AK 99501
AMC ENGINEERS

701 EAST TUDOR AVE, ANCHORAGE, AK 99501
WILLIAMSON & ASSOCIATES
424 BELLVIEW AVENUE, ST. LOUIS, MO 63102

900 W. 5th Ave. Suite 403
Anchorage, Alaska 99501-202
907.272.3567 • 907.377.1731
191 E. Swanson Ave. Suite 20
Wasilla, Alaska 99654-7023
907.373.7503 • 907.376.3164

65% DESIGN COST SUMMARY

	Material	Labor	Total
01 - SITE WORK	\$ 718,662	\$ 448,436	\$ 1,167,098
02 - SUBSTRUCTURE	1,562,633	591,571	2,154,204
03 - SUPERSTRUCTURE	1,142,522	608,848	1,751,370
04 - EXTERIOR CLOSURE	474,584	181,673	656,257
05 - ROOF SYSTEMS	382,531	125,141	507,672
06 - INTERIOR CONSTRUCTION	400,667	382,262	782,929
07 - CONVEYING SYSTEMS	0	0	0
08 - MECHANICAL	979,417	852,240	1,831,657
09 - ELECTRICAL	468,799	415,696	884,495
10 - EQUIPMENT	233,248	20,807	254,055
11 - SPECIAL CONSTRUCTION	890,900	558,700	1,449,600
SUBTOTAL:	\$ 7,253,963	\$ 4,185,374	\$ 11,439,337
12 - GENERAL REQUIREMENTS			3,590,723
SUBTOTAL:			\$ 15,030,060
13 - CONTINGENCIES			2,395,942
TOTAL ESTIMATED CONSTRUCTION COST (BID JANUARY 2012):			\$ 17,426,002

Project As Designed	Operation Cost Reduction Ideas			
	Reduce hours to 10 hr/day	Reduce Pool & space by 10%	Correction in Pool Pump size	Reduce Wate

Expenses	
Ongoing Maintenance	(\$15,000)
Repair and Replacement Reserve	(\$25,000)
Expense	
Facility Manager	(\$77,703)
Receptionist/Concessions	(\$45,619)
Lifeguards	(\$110,768)
Janitorial and Maintenance	(\$35,167)
Expense	
Mechanical Systems (HVAC & Heating)	(\$300,000)
Electrical Costs	(\$210,742)
Water and Sewer	(\$16,000)
Expense	(\$66,000)

	\$	8,000	\$	15,000	\$	9,000	\$
	\$	9,000	\$	10,000	\$	9,000	\$

Subtotal Operation & Maintenance Expenses	(\$901,999)	\$	35,000	\$	25,000	\$	9,000	\$
Potential Savings Through program reduction		\$	(866,999)	\$	(841,999)	\$	(832,999)	\$
Cumulative reduction to Expenses		\$		\$		\$		\$

IND EXPENSE OFFSETS

Revenue (admissions, sales, rentals)	\$250,000
Power Generation	\$80,000
Gas Tax Revenue	\$500,000
Subtotal Revenue and Expense Offsets	\$830,000

tions for Moving Forward

Continue with the original plan of Design/Bid/Build

- Design contract already in place, saving cost and time on design schedule
- But, would delay selection of the Contractor until design is done
- Design/Bid/Build potentially subject to selection of “low Bid” contractor, rather than qualifications.

Pursue a Design-Build Approach

- Could save time if design can begin quickly
 - Would take MORE time if designer selection does not occur until after selection of the Design-Build Contractor.
 - Architect works for and employed by the Contractor
- Pursue a Construction Manager/General Contractor (CMGC)

Approach

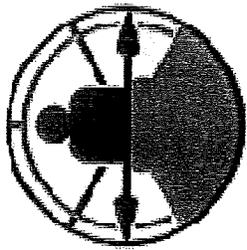
- Could save time because Design Contract is already in place
- Could save money because Contractor could propose VE ideas for design team to incorporate

Architects Alaska's recommendation:

Hire a Project Manager

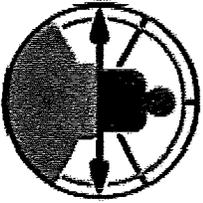
Proceed with design immediately

Proceed with selection of a Construction Manager/General Contract (CMGC) based on qualifications and cost



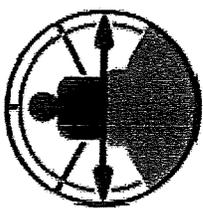
**BETHEL
NATIVE
CORPORATION**

KUMARVIK



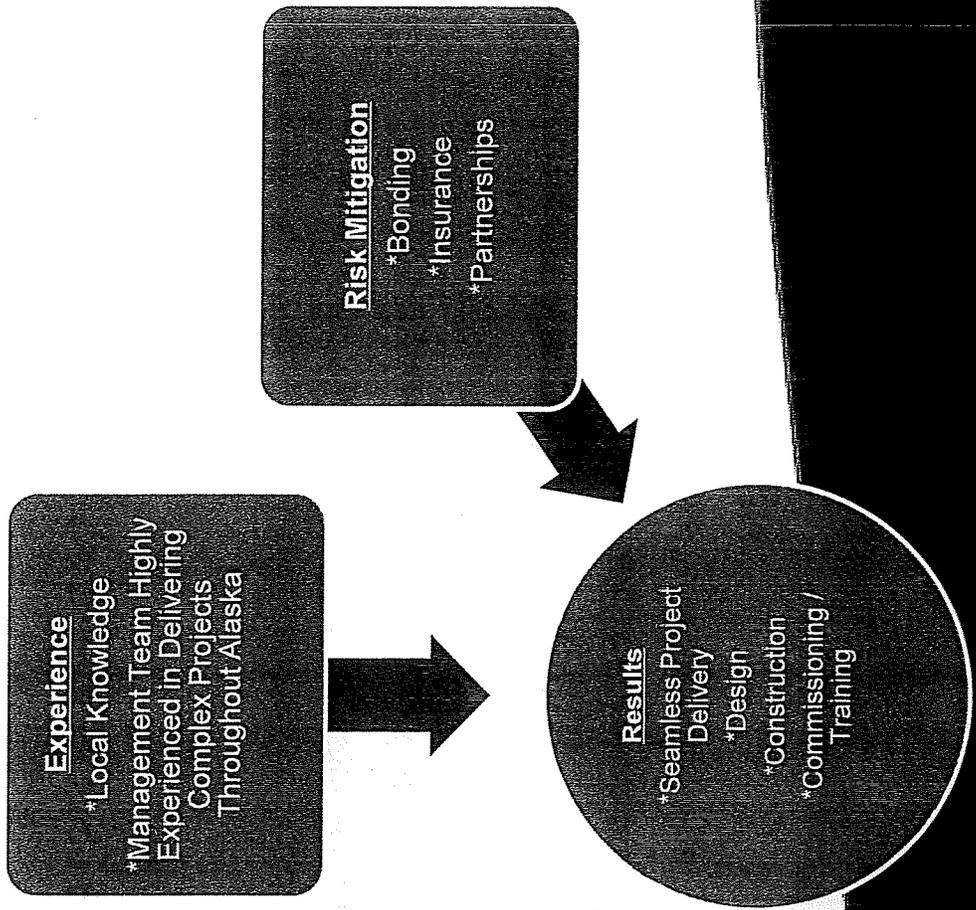
Contents

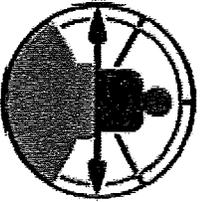
- Introduction/Overview
- Past Project Experience
- Schedule
- Recommendations



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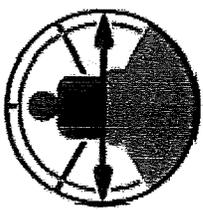
Introduction to BNC Team Capabilities...





BNC Overview

- Bonding: \$100M Single Project / \$150M Aggregate
- Current Backlog:
 - Kobuk School
 - Procured by Northwest Arctic Borough School District as a Modified Design-Build
 - Best-Value and Price as Evaluation Criteria
 - Contract Value of \$13M
 - Northwest Magnet School (Kotz. ATC)
 - Procured by Northwest Arctic Borough School District as a Modified Design-Build
 - Best-Value and Price as Evaluation Criteria
 - Contract Value of \$13M



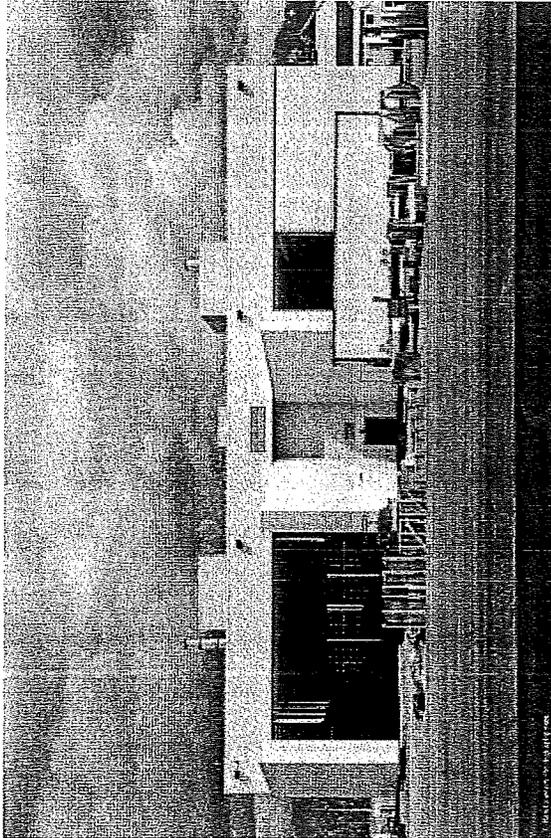
**BETHEL
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CORPORATION**

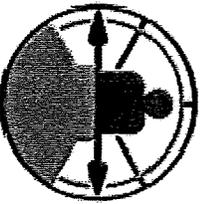
Design-Build Experience...

F-22 Corrosion Control Hangar at

JBER

- Scope:
 - Design-Build
 - Built to LEED Silver Standards
 - 23,000 SF
- Client: U.S. Army Corps of Eng. / U.S. Air Force
- Value: \$21 Million
- Completed: Dec 2010

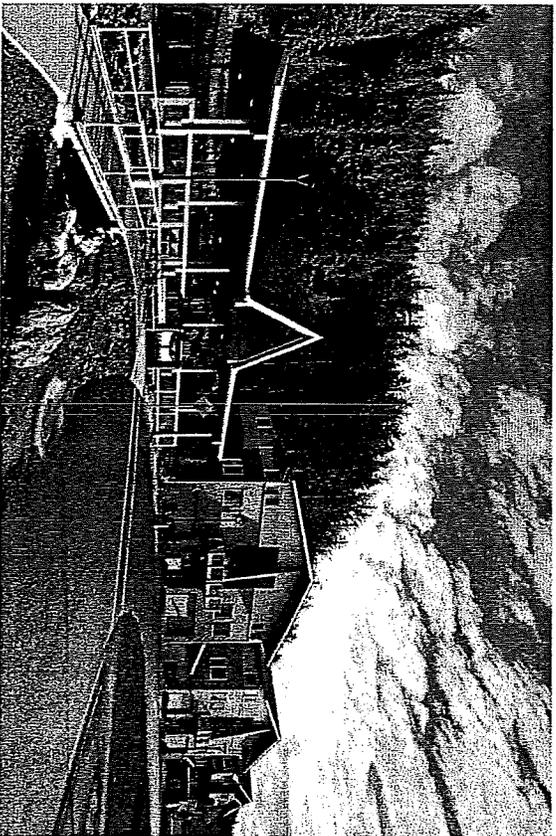


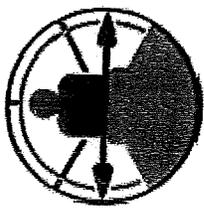


Design-Assist Experience...

USCG Cordova Family Housing & Recreational Areas

- Construct 13 Duplexes / Playground
 - Built to LEED Silver Standards
 - Abate and Demolish Existing Housing Units
- Client: US Coast Guard
 - Value: \$24.9 Million
 - Completed: Dec 2010



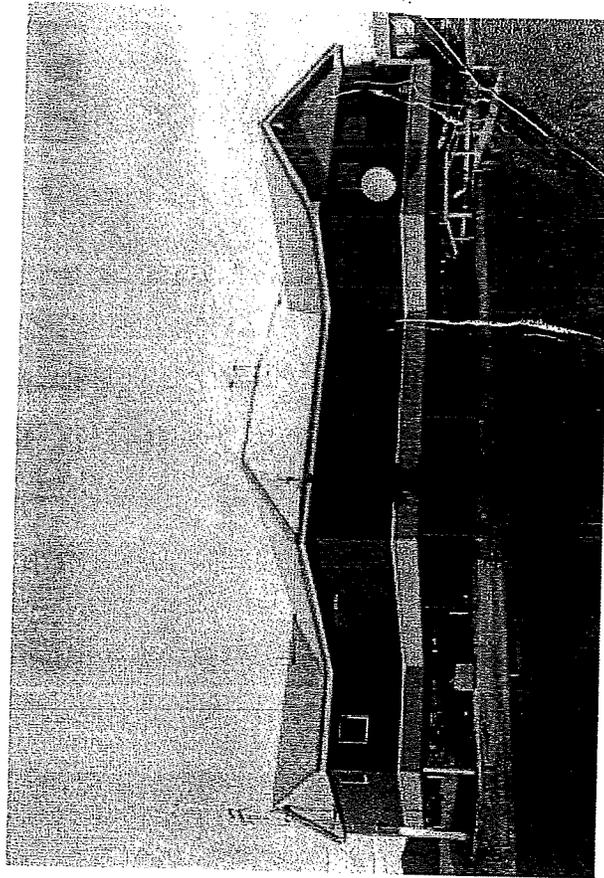


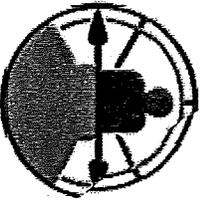
**BETHEL
NATIVE
CORPORATION**

Best Value Procurement...

Noorvik Clinic Addition & Remodel

- Scope:
 - 4,500SF
 - Noorvik, Alaska
- Client: Maniilaq Association
- Value: \$4.2 Million
- Completed: Mar 2010



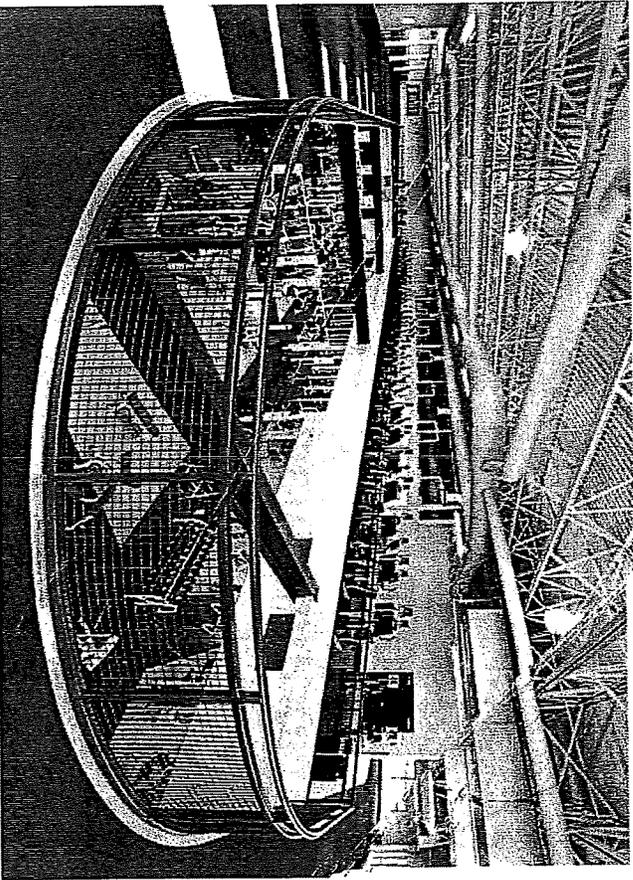


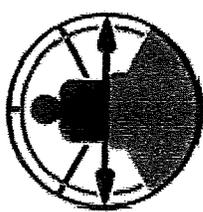
**BETHEL
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CORPORATION**

Fitness Center Experience...

Elmendorf AFB Fitness Center

- Partner: UNIT Company
- Scope:
 - 57,000+ square feet
 - Weight/exercise areas, track, racquetball courts
- Client: USACE
- Value: \$17.7 Million
- Completed: April 2007



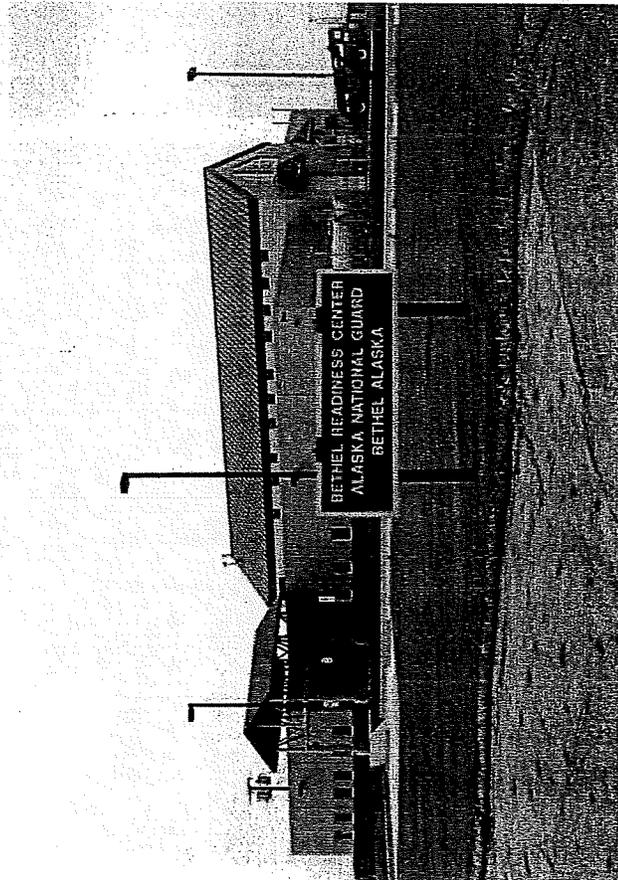


**BETHEL
NATIVE
CORPORATION**

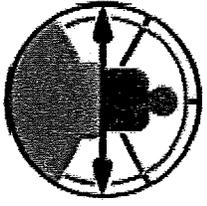
Community Center Experience...

Bethel Readiness Center

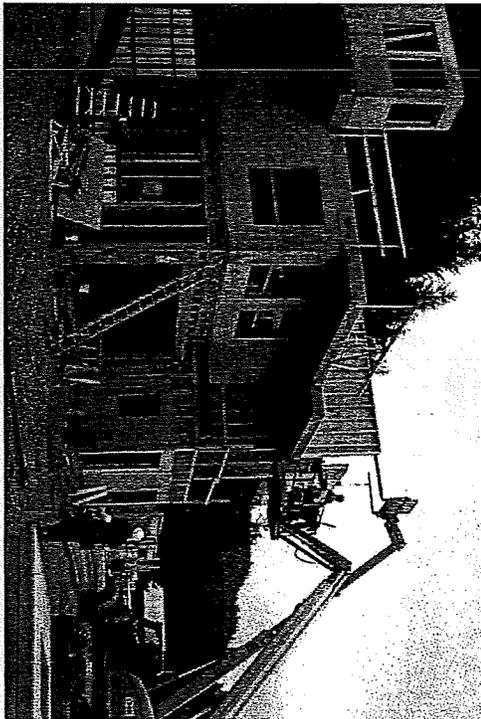
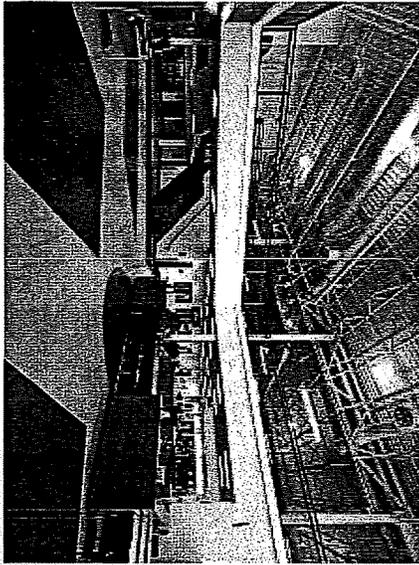
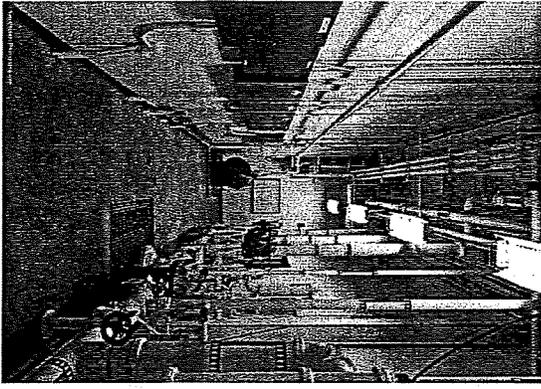
- Partner: UNIT Company
- Scope:
 - 22,000+ square feet
 - Meeting /multi-purpose hall, classrooms, locker rooms
- Client: AK National Guard
- Value: \$17.7 Million
- Completed: May 2012

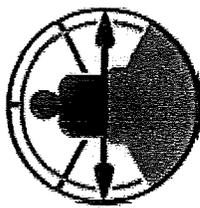


BETHEL
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CORPORATION



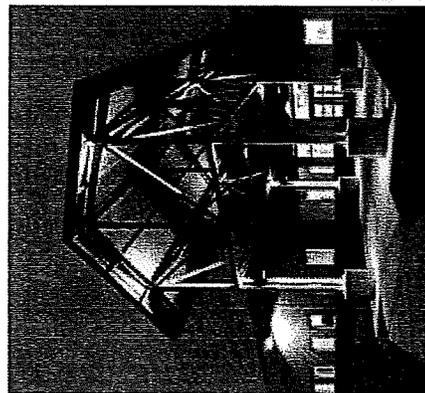
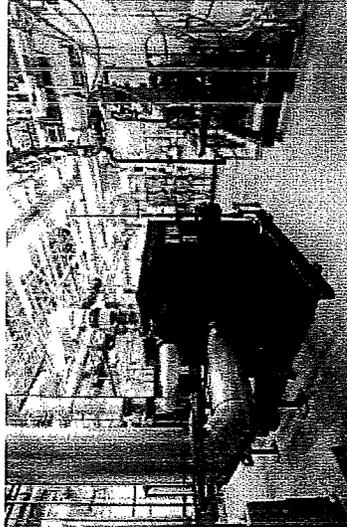
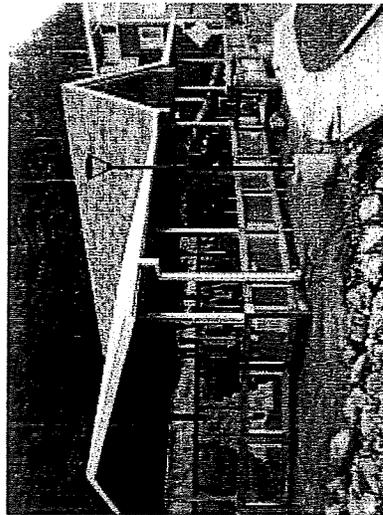
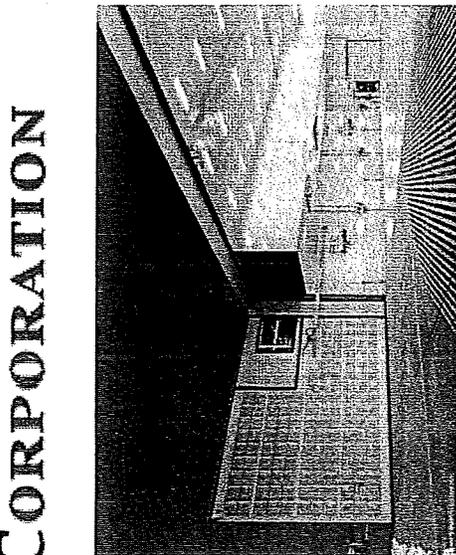
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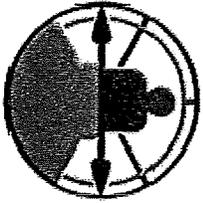




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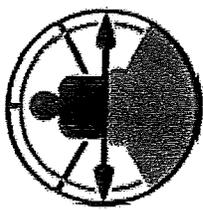
Construction





Procurement Recommendations

- If an early delivery is desired... engage the architect to move towards an expedited completion of the piling design in order to meet the 2012 barge.
- City of Bethel issues a "Modified Design-Build" contract to CM / GC firm
 - Assign current Architect contract to CM / GC
 - Progress the design from current 65% to 100%
 - Design-Build contractor to provide CM and Pre-construction services
 - Constructability Review
 - Cost Estimating
 - Schedule Impacts
 - Value Engineering



BETHEL NATIVE CORPORATION

How Decisions Effect Schedule... (late start)



Bethel Services Inc.
A Subsidiary of Bethel Native Corporation

Project Kuimarvik "A Place to Swim"

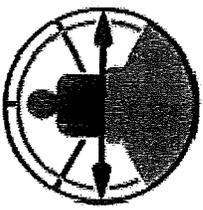
2013 Schedule

ID	Task Name	Duration	Start	2013	Half 1, 2013	Half 2, 2013	Half 1, 2014	Half 2, 2014	Half 1, 2015	Half 2, 2015	Half 1, 2016	
				M	A	M	J	J	F	M	A	M
1	2013 Start	631 days	Tue 4/30/13									
2	Refrigerated Pile Procurement	38 days	Tue 4/30/13									
3	Barge Deadline Anchorage	0 days	Fri 6/21/13									
4	Pile Delivery to Bethel	0 days	Mon 7/15/13									
5	Piling Placement	30 days	Tue 2/18/14									
6	Start Building Construction	0 days	Mon 6/2/14									
7	Building Complete	0 days	Wed 9/30/15									

Project Kuimarvik
Date: Tue 6/12/12
Prepared by Marcus Kuhns

Task Milestone Summary

4/30 Refrigerated Pile Procurement
6/21 Barge Deadline Anchorage
7/15 Pile-Delivery-to-Bethel
2/18 Piling Placement
6/2 Start Building Construction
9/30 Building Complete

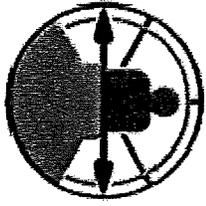


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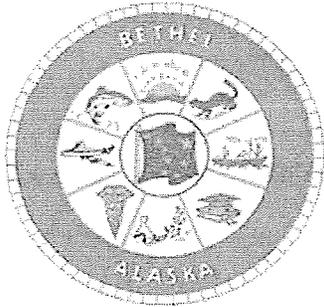
Q&A

- Thank you for the opportunity to present our capabilities and to participate in the discussion.

**BETHHEL
NATIVE
CORPORATION**



**CITY OF BETHEL
BETHEL, ALASKA**



REQUEST FOR PROPOSALS

**YUKON KUSKOKWIM REGIONAL AQUATIC HEALTH AND SAFETY CENTER
MODIFIED DESIGN-BUILD**

Proposals will be accepted from June 27, 2012 to July 27, 2012

Opening Date: Friday, July 27, 2012

Opening Time: 4:00 pm

**Opening Place: City of Bethel
City Hall
300 State Highway
Bethel, Alaska 99559**

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CITY OF BETHEL
BETHEL, ALASKA
REQUEST FOR PROPOSALS
YUKON KUSKOKWIM REGIONAL AQUATIC HEALTH AND SAFETY CENTER
MODIFIED DESIGN-BUILD

1. INTRODUCTION

The City of Bethel (“City” and “Owner”) is soliciting proposals from contractors for a modified design-build contract to design and construct the Yukon Kuskokwim Regional Aquatic Health and Safety Center in Bethel, Alaska. Architects Alaska, Inc. completed the design development stage (65%) under the direction of the City.

At this stage in the project’s development, the City wishes to hire a contractor to serve as the “primary” on the project and have Architects Alaska, Inc. serve as the “subcontractor” to the contractor. Architects Alaska, Inc. and their partner engineers, estimator, aquatics consultant, and surveyor will continue to work together on the design and engineering for the project through a contract with the City of Bethel. The City plans to assign the contract and requisite design team responsibilities to the contractor hired under this Request for Proposals (RFP) to complete 100% of the construction-ready documents and construct the facility.

The City is considering hiring a project manager to oversee the design and construction of the entire project. If and when this happens, the project manager’s role would be to coordinate all facets of design and construction and be the City’s main point of contact. A separate Request for Proposals will be used to hire a project manager.

The Yukon Kuskokwim Regional Aquatic Health and Safety Center is the latest name for the multiuse recreation facility. It was formerly called the Bethel Aquatic Training and Health Center and prior to that it was referred to as the *multiuse recreation facility*.

The new regional aquatic center will be located at 237 Akiachak Street, on a ten-acre parcel of land in City Subdivision. The site is directly across from the campus of Yuut Elitnaurviat-The People’s Learning Center in Bethel, Alaska.

The facility currently planned has a four-lane competition swimming pool, separate shallow water family swim area, and kiddie pool. In addition to the pools and related infrastructure, there will be a fitness room and separate weight/exercise cycle room. There will be entry ramps/stairs, spa pool, locker rooms, family changing areas, pool viewing area, administrative area, lifeguard office, pool equipment room, and meeting room.

The building would be connected to the City's above-ground water pipes and sewer pipes that currently run along the road on the northeast portion of the property.

The building was designed so that a gym, running track, and other facilities can be added on as additional funds become available.

2. SCOPE OF SERVICES

Modified Design-Build Work Phases

Pre-construction Phase

This phase of the work includes the final design and engineering specifications that constitute progressing from the current 65% complete design development stage to the construction-ready document Owner review and comment stage (95%) to the final document stage (100%). The contractor will provide a full construction estimate and detailed timeline at the 95% construction document phase. Work includes, but is not limited to, the development of cost estimates, schedules, drawings, and constructability reviews.

The contractor will assist the Owner and project manager, if hired, to ensure the cost of construction stays within the City's established budget for the project.

Construction Phase

This phase of work consists of the contractor furnishing and installing all work required in the construction-ready documents prepared by Architects Alaska, Inc. such that the Yukon Kuskokwim Regional Aquatic Health and Safety Center is constructed and ready for use. The work of the construction phase should be broken out in the proposal into logical activity segments (e.g., foundation, pool purchase, pool installation, electrical, plumbing, parking lot). Each segment should have a cost associated with it.

The Contractor must ensure that all building systems function properly, including the mechanical, electrical, and plumbing systems. The City will withhold 10% of the contract price until it is satisfied that the building is able to be occupied and is fully operational.

The City of Bethel purchased and stockpiled 5,000 tons of gravel for use on the aquatic center parking lot. The gravel is located on Standard Oil Road, near the City's Petro Port, and will have to be trucked to the site. Proposals may include the use of this gravel for the project. The contractor's total cost of gravel should be reduced accordingly.

Additional Cost Estimates

The contractor must provide a cost estimate for the following enlargements or enhancements to the proposed project:

1. **Two additional swimming lanes.** The final pool will have six lanes, rather than the currently planned four-lane swimming pool. The pool storage room will be enlarged as part of this lane increase. The back wall would be moved out approximately 14 feet to accommodate the two additional swim lanes and the ceiling and corresponding roof

would be raised to maintain the slope currently in the design. The family swim area, kiddie pool, and hot tub would all remain the same size and configuration.

2. **Enlarged weight room and fitness room.** The contractor must provide two cost estimates for enlargement of the weight room and fitness room by 25% and 50%, while holding all other non-related facets of the building the same.

3. REVIEW OF DESIGN DEVELOPMENT DOCUMENTS

Architects Alaska, Inc. and subcontracted mechanical, civil, structural, and electrical engineering firms, estimator, aquatics Contractor, and surveyor completed the design development documents (65%) for the aquatic center. The plans, drawings, and specifications are available to prospective proposers through the Architects Alaska, Inc. website where ftp files can be downloaded. Contact City Grant Manager John Sargent at 907-543-1386 or jsargent@cityofbethel.net for the username and password necessary to access the ftp files. Architects Alaska, Inc. will maintain the files on their website and is available for questions **ONLY** by first contacting John Sargent. All questions will be screened by the Mr. Sargent before being forwarded to Architects Alaska, Inc.

The following information is available:

- **Design Development Documents** representing 65% of design by Architects Alaska, Inc. (March 8, 2010)
 - Electronic access to the Design Development Documents are through an ftp section of the Architects Alaska, Inc. website (www.architectsalaska.com). Contact City Grant Manager John Sargent at 907-543-1386 or jsargent@cityofbethel.net for the username and password necessary to access the ftp files.

Questions or concerns may be directed to David Moore, Principal Architect by using the following contact information:

4. MANDATORY PRE-BID CONFERENCE

A pre-bid conference will be held on July 25, 2012 from 1:30 pm to 3:30 pm at the office of Architects Alaska, Inc. in Anchorage, Alaska. The address and contact information is:

Architects Alaska, Inc.
900 West 5th Avenue, Suite 403
Anchorage, AK 99501
(907) 272-3567
(907) 277-1732
dmoore@architectsalaska.com

David Moore, Principal Architect for the Yukon Kuskokwim Regional Aquatic Health and Safety Center, will present a summary of the project and answer questions during the pre-bid conference. After the pre-bid conference, all technical questions must be sent to City Grant

Manager John Sargent, where they will be screened and forwarded as appropriate. If sufficient questions or concerns arise over a particular topic, the City will issue an addendum to this RFP.

Contractors who are considering submitting a proposal should send an email message to jsargent@cityofbethel.net and request to be put on a contact list for updates and addendums related to this RFP.

5. PROPOSAL FORMAT

The submittal should provide the Proposal Review Committee with the understanding of the contractor's ability to undertake and complete the proposed project in a thorough and timely manner.

It is very important that submittals be clear and concise in the recommended format so that they can be evaluated in an objective manner by the Proposal Review Committee. Each section in the submittal should be tabbed for easy reference.

The proposal shall include the following information in the order listed:

1. **Qualifications Statement** – Provide a brief statement that summarizes the qualifications of the contractor in relation to the general and specific requirements of this project. **(2 pages maximum)**
2. **Work Plan** – Identify major steps to be taken and tasks to be completed. Describe the work plan that will be used to complete the tasks, associated timeline for task completion. Include the transportation of materials from purchase site to the work site in the tasks and timeline. Innovations and alternatives to the scope of work are welcome, especially if they result in construction savings or future operating cost savings. **(10 pages maximum)**
3. **Project Team Organization and Qualifications** –
 - A. List the names, titles, and roles of key individuals and their firms, including all subcontractors involved in the project and the geographical location where their work will be performed. This Information may be provided in a table.
 - B. Provide resumes for all key individuals (leaders/managers) for contractor and all subcontractors that outline their qualifications, education, and experience, and expertise related to aquatic center construction and/or public building construction.
 - C. Provide a table or briefly describe how two or more of the proposed project team members have worked together on past construction projects and the duration of time for each project.
(3 pages maximum for A and C; resumes for B may not exceed 15 pages in total)
4. **Past Performance of Contractor**
Provide information on the contractor's experience constructing aquatic facilities in Alaska, especially in rural or western Alaska. Provide information

on contractor's experience constructing large public buildings in Bethel and rural Alaska. Describe how the contractor plans to administer funds, including meeting grant-funded wage requirements. Provide photos and a reference for each project listed above who may be contacted for further information regarding quality, timeliness, and ability of contractor to stay within budget.

5. Local Knowledge

Describe the contractor or subcontractor's knowledge of Bethel or the Yukon-Kuskokwim region that must be considered when constructing a building on refrigerated piling foundation in Bethel. Consider year-round temperature extremes, humidity, climate, soil characteristics, permafrost, sunlight, wind and the remoteness of Bethel.

6. Fees for Services

Prepare and submit the Fee Proposal Form and Signature Page provided herein.

The contractor is expected to exert his expertise in the cost estimation to construct the facility and to not issue change orders. The City of Bethel will accept written change orders under very special and unique circumstances and must approve every one in writing by signature prior to the work associated with it being completed and the City being charged for the work.

All contractors should furnish the following fees and markups as part of the response to this RFP:

Pre-construction fee. All costs associated with the completion of 100% of the architectural and engineering design documents necessary for construction. The City understands that the contractor will work closely with Architects Alaska, Inc. to complete the last phase of design, moving from the current 65% to 100% complete. At 95% complete, the City will be given a chance to provide comments.

Cost of Bonds. This is the cost of Payment and Performance Bonds based on the "not to exceed amount" of \$23,075,000.

Construction Cost. This is the cost to purchase all necessary materials, supplies, and equipment needed to construct the facility, transport materials to the work site, and construct the facility. The cost shall include a six-lane swimming pool and larger pool storage room, the result of extending the back wall out fourteen feet and raising the ceiling and roof to maintain its slope. The current 65% design development drawings and specifications call for a four-lane swimming pool. All other structural components of the project shall remain the same.

Additional Items. To aid the City in its decision on the appropriate size of the facility, please provide a cost to complete the following:

1. Increase dimensions of the weight room and fitness room by 25% and other related building elements impacted due to this increase.
2. Increase dimensions of the weight room and fitness room by 50% and other related building elements impacted due to this expansion.

6. SCHEDULE TO SELECT PROPOSALS

Issue RFP	June 27, 2012
City Deadline to Receive Proposals	July 27, 2012
City evaluates proposals	July 30-Aug. 1, 2012
City selects contractor and finalizes contract terms	August 2-3, 2012
Contract signed by both parties and work begins	August 10, 2012

7. PROPOSAL SUBMITTALS

Pages in the proposal shall be 8.5" x 11" typed (word processed with 12 pt. font), easy to read, with sections and attachments clearly labeled.

Mail / Private Carrier Option

Proposal package should be clearly marked with the contractor's name and the description "Proposal for Design-Build of Aquatic Center." Send or arrange with a private carrier to send one original proposal and two copies to:

Mailing Address:

John Sargent, Grant Manager
City of Bethel
P.O. Box 1388
Bethel, AK 99559

Physical Address:

City Hall
300 State Highway
Bethel, AK 99559

Personal Delivery Option

The Contractor shall submit one original, unbound proposal and two copies in a sealed box or envelope clearly marked with the contractor's name and the description "Proposal for Design-Build of Aquatic Center." Proposals shall be received in the Grant Manager's office on the date and time shown on the cover sheet of this RFP. The Grant Manager's office is in City Hall, located at 300 Chief Eddie Hoffman Highway (aka State Highway) in Bethel, Alaska.

Email and Fax Option

Proposal packages may be in MS Word format or PDF format and sent to John Sargent by email at (jsargent@cityofbethel.net) or by fax: 907-543-1388. The City is not responsible for

incomplete transmissions or unsuccessful delivery by electronic means. The City will send an email to the responder to confirm receipt of the proposal materials submitted.

The City reserves the right to reject at its sole discretion proposals received after the stated due date and time. The City has the right to waive minor irregularities for any proposal received.

Questions or comments on this RFP may be directed in writing to: John Sargent, Grant Manager, by emailing jsargent@cityofbethel.net or faxing them to 907-543-1388. Mr. Sargent will answer procedure questions and forward technical questions to the appropriate person. The City will make every effort to answer questions within 48 hours of inquiry.

Per Bethel Municipal Code Section 4.20.090E, "...any local business submitting a proposal shall receive a five percent (5%) preference in determining the lowest responsible and responsive proposer." Application of this ordinance means that a local proposer can submit a bid price 5% higher than the lowest bid price received and be considered equal to the lowest bidder in that point category. See Bethel Municipal Code on the City's website (cityofbethel.org) under City Clerk menu item.

8. EVALUATION CRITERIA

The Proposal Review Committee will evaluate the proposals using a scoring matrix based on the items listed in this section. The committee will recommend the top ranked proposal to the City Manager for final selection. The City will then enter into negotiations to clarify terms for a prospective agreement with the selected contractor. The City Manager or his designee reserves the right to negotiate with the next highest ranked contractor if the two parties cannot agree on all contract terms. The final, negotiated agreement shall be approved and signed by the City Manager.

The following criteria will be used by the Proposal Review Committee to assist in the ranking of each proposal:

Qualifications - 50 points

- a) Past Company Performance (30 pts) - the length and quality of experience of the contractor firm and all subcontractor firms doing similar work in Bethel or rural Alaska, especially in permafrost conditions. The quality, timeliness, and ability of contractor to stay within budget will be evaluated. Include photos and documentation of similar public projects. References should be provided for the projects described.
- b) Team Quality (10 pts.) - the length and quality of experience of the team members, including subcontractor leaders/managers in those firms, who have been selected by the contractor to work on this particular project. Detailed resumes of key team members should be provided.
- c) Construction Superintendent Experience (10 pts.) - the length and quality of experience of the person named in the proposal as the Contractor's Superintendent or project manager. The experience does not necessarily have to be with the same firm, but experience with similar projects in Alaska is strongly preferred.

Price - 30 points

- a) All cost elements identified in this RFP must be included; Fee Proposal Form and Signature Page completed.

- b) Contractor's Price score is the proportion of the contractor's total proposed price relative to the lowest price proposed multiplied by total points available. See formula below:

$$\frac{\text{Lowest Proposed Price (from all proposals submitted)}}{\text{Contractor's Proposed Price}} \times 30$$

Quality of Proposal – 20 points

- c) Quality of Proposal (5 pts.) – Proposal contains all required components, is easy to read, logical, reasonable, and thorough.
- d) Schedule and Task List (15 pts.) – Detailed timeline of milestones, construction activities, and major tasks identified in the proposal correspond to those found in 65% Design Development documents produced by Architects Alaska, Inc. Deviations from the design documents should be indicated and the reason(s) for the proposed deviations should be explained. Note: Some deviations could be considered to be innovations and earn the contractor more points for this category.

9. STANDARD CONTRACTOR AGREEMENT

The Contractor selected to provide the scope of services shall use the City of Bethel's professional services contract as a foundation for negotiations. A copy of this agreement is attached as Attachment B. By submitting a proposal for the work, the contractor agrees to utilize the City's standard agreement form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document.

Contract Terms

The City will not accept change orders from the contractor to the contract for professional services. The City reserves its right to change the scope during the contract period and negotiate the change with the contractor.

10. ATTACHMENTS

City of Bethel Request for Proposals General Conditions	Exhibit "A"
City of Bethel Consulting and Professional Services Contract	Exhibit "B"

Exhibit A

CITY OF BETHEL REQUEST FOR PROPOSALS GENERAL CONDITIONS

1. Public Information

All submitted proposals and information included therein or attached thereto shall become public record upon their delivery to the City. Confidential data, if identified as such, will be held in confidence upon request, if the request is made as part of the proposal and if the City Attorney determines that the data meets the requirements of the Alaska Public Records Act.

2. RFP Addenda

The City of Bethel reserves the right to amend, alter, or revoke this RFP in any manner at any time. At the City's sole discretion, modifications, clarifications, or additions will be distributed as an addendum to all known proposers. Proposers are encouraged to email John Sargent and request to be on a contact list.

3. Proposal Preparation Costs

All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the Proposer.

4. Withdrawal of Proposal

Any Proposer may withdraw his or her proposal, either personally or by written request at any time prior to the scheduled closing time for the receipt of proposals. Such requests are to be directed to the Public Works Director.

5. Right to Reject Proposals

The City reserves the right to reject any and all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any combination of items.

Exhibit B

CITY OF BETHEL PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made at Bethel, Alaska, by and between the City of Bethel (“City”), a municipal corporation, and _____ (“Contractor”) for the purpose of completing a cost analysis of the City’s water and sewer utilities.

WHEREAS, City does not have sufficient personnel to perform the services required herein thereby necessitating this Contract for professional services.

NOW, THEREFORE, the Parties covenant and agree, for good consideration hereby acknowledged, to the following provisions:

SECTION 1: CONTRACTOR SERVICES

Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the services described in Scope of Work in the Request for Proposals and proposal submitted by Contractor. Contractor shall provide the services at the time, place and in the manner specified in proposal or negotiated and included as part of this contract.

SECTION 2: COMPENSATION AND REIMBURSEMENT OF COSTS

- A. City shall pay Contractor for services rendered pursuant to this Contract, at the times and in the manner set forth herein in a total amount not to exceed _____ (\$___). This sum includes all out-of-pocket travel, lodging and incidental expenses incurred by Contractor that are reasonably associated with the provision of services under this Contract.
- B. Contractor shall submit monthly invoices to City for work completed by the date of the invoice. All invoices shall be itemized to reflect the employees performing the requested tasks, the billing rate for each employee and the hours worked.
- C. All correct, complete and undisputed invoices sent by Contractor to City shall be paid by the City within 30 days.

SECTION 3: TERM AND TERMINATION

- A. Contractor shall commence work on or about _____ and complete said work no later than _____. Time is of the essence.
- B. If Contractor fails to perform its duties to the satisfaction of City, or if Contractor fails to fulfill in a timely and professional manner its obligations under this Contract, then City

shall have the right to terminate this Contract effective immediately upon City giving written notice to Contractor.

- C. Either Party may terminate this Contract without cause by providing notice thirty (30) calendar days in advance. Notwithstanding the preceding, if the term set forth in Section 3.A. of this Contract exceeds ninety (90) calendar days in duration, Contractor's sole right to terminate shall be limited to termination for cause.
- D. In the event that City gives notice of termination, Contractor shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts or other work product prepared by Contractor pursuant to this Contract. City shall have full ownership, including, but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts or other work product.
- E. In the event that City terminates the Contract, City shall pay Contractor the reasonable value of services rendered by Contractor pursuant to this Contract; provided, however, that City shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. Contractor shall, not later than ten (10) calendar days after termination of this Contract by City, furnish to City such financial information as in the judgment of the City's representative is necessary to determine the reasonable value of the services rendered by Contractor.
- F. In no event shall the termination of this Contract be construed as a waiver of any right to seek remedies in law, equity or otherwise for a Party's failure to perform each obligation required by this Contract.

SECTION 4: MISCELLANEOUS TERMS AND CONDITIONS OF CONTRACT

- A. City shall make its facilities accessible to Contractor as required for Contractor's performance of its services under this Contract, and, upon request of Contractor, provide labor and safety equipment as required by Contractor for such access.
- B. Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of any nature whatsoever that are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals that are legally required for Contractor to practice its profession.
- C. Contractor shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership or to allow City to exercise discretion or control over the professional manner in which Contractor performs under this Contract; provided, however, that the services to be provided by Contractor shall be provided in a manner consistent with the

professional standards applicable to such services. The sole interest of City is to insure that services are rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to state and federal governments which would be withheld from compensation if Contractor were a City employee. City shall not be liable for deductions for any amount for any purpose relating to Contractor's compensation. Contractor shall not be eligible for coverage under City's workers' compensation insurance plan, benefits under the Public Employee Retirement System or be eligible for any other City benefit. No party shall be the agent of, or have a right or power to bind, the other Party without its express written consent.

- D. No provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a party hereto.
- E. No portion of the work or services to be performed under this Contract shall be assigned, transferred, conveyed or subcontracted without the prior written approval of City. Contractor may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Contract with the prior written approval of City. Independent contractors and subcontractors shall be provided with a copy of this Contract and Contractor shall have an affirmative duty to assure that said independent contractors and subcontractors comply with the same and agree to be bound by its terms. Contractor shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors as City shall determine to be necessary.
- F. Contractor, at such times and in such form as City may require, shall furnish City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs or obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- G. Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by City to assure proper accounting for all project funds. These records shall be made available for audit purposes to state and federal authorities, or any authorized representative of City. Contractor shall retain such records for three (3) years after the expiration of this Contract, unless prior permission to destroy them is granted by City.
- H. Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the Contractor's profession. All products of whatsoever nature which Contractor delivers to City pursuant to this Contract shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Contractor and its agents, employees and subcontractors assigned to perform the services contemplated by this Contract.

- I. Contractor shall be entitled to rely upon the accuracy and completeness of all data furnished by City to Contractor that is used by Contractor in providing its services under this Contract. Contractor may retain and use all data furnished to it, except such data which may be marked “confidential” and required to be returned, and may use all plans, designs, specifications and other work product created by Contractor in providing services hereunder. Any use of such work product that includes proprietary information shall not identify City; nor shall the manner of such use have the effect of identifying City.
- J. All completed reports and other data or documents, or computer media including CDs, and other materials provided or prepared by Contractor in accordance with this Contract are the property of City, and may be used by City. City shall have all intellectual property rights including, but not limited to, copyright and patent rights, in said documents, computer media, and other materials provided by Contractor. City shall release, defend, indemnify and hold harmless Contractor from all claims, costs, expenses, damage or liability arising out of or resulting from the use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Contractor, except use by City on those portions of the project for which such items were prepared.
- K. Contractor, including its employees, agents, and sub-Contractors, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Contractor shall comply with all requirements of laws and regulations relating to conflicts of interest.

SECTION 5: INSURANCE

- A. Unless modified in writing by City Manager, Contractor shall maintain the following noted insurance during the duration of the Contract:

Coverage	Required
Commercial General Liability	X
Comprehensive Vehicle Liability	X
Workers' Compensation and Employers' Liability	X
Professional Liability (Errors and Omissions)	X

- B. Coverage shall be at least as broad as:
 - 1. Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage;

2. Comprehensive Automobile Liability Insurance, which provides for total limits of not less than \$1,000,000 combined single limits per accident applicable to all owned, non-owned and hired vehicles;
 3. Statutory Workers' Compensation required by the State of Alaska and Employers' Liability Insurance in an amount not less than \$1,000,000 per occurrence. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of the City, its elected officials, officers, employees, agents and volunteers;
 4. Professional Liability (Errors and Omissions) Insurance, appropriate to Contractor's profession, against loss due to error or omission or malpractice in an amount not less than \$1,000,000. Architects' and Engineers' coverage is to be endorsed to include contractual liability.
- C. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- D. The General Liability and Automobile Liability policies are to contain or be endorsed to contain the following provisions:
1. City, its elected officials, officers, employees, agents and volunteers are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of Contractor; premises owned, leased or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, employees, agents and volunteers.
 2. The insurance coverage of Contractor shall be primary insurance as respects City, its elected officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its elected officials, officers, employees, agents and volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
 3. Coverage shall state that the insurance of Contractor shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice has been given to City. In addition, Contractor agrees that it shall not

reduce its coverage or limits on any such policy except after thirty (30) days' prior written notice has been given to City.

- E. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII.
- F. Contractor shall designate the City of Bethel as a Certificate Holder of the insurance. Contractor shall furnish City with certificates of insurance and original endorsements effecting the coverage required by this clause. Certificates and endorsements shall be furnished to: Chuck Willert, Public Works Director, City of Bethel, P.O. Box 1388, Bethel, Alaska 99559. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved prior to the commencement of contracted services. The City may withhold payments to Contractor if adequate certificates of insurance and endorsements required have not been provided, or not been provided in a timely manner.
- G. The requirements as to the types and limits of insurance coverage to be maintained by Contractor as required by Section 5 of this Contract, and any approval of said insurance by City, are not intended to and will not in any manner limit the liabilities and obligations otherwise assumed by Contractor pursuant to this Contract, including, without limitation, provisions concerning indemnification.
- H. If any policy of insurance required by this Section is a "claims made" policy, Contractor shall keep said insurance in effect for a period of twenty-four (24) months after the termination of this Contract.
- I. If any damage, including death, personal injury or property damage, occurs in connection with the performance of this Contract, Contractor shall immediately notify City Manager by telephone at (907) 543-1373 or cell phone at 907-545-1373. No later than three (3) calendar days after the event, Contractor shall submit a written report to the City Manager containing the following information, as applicable: 1) name and address of injured or deceased person(s); 2) name and address of witnesses; 3) name and address of Contractor's insurance company; and 4) a detailed description of the damage and whether any City personnel or property was involved.

SECTION 6: INDEMNIFICATION AND HOLD HARMLESS

- A. Contractor shall defend, indemnify and hold harmless City, its elected officials, officers, employees, agents and volunteers, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the City Attorney or legal counsel retained by City, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the negligent performance of this Contract by Contractor, whether or not caused in part by passive negligence of the Party

indemnified hereunder. Contractor will conduct all defenses at its sole cost and expense and City shall have the right to approve or disapprove Contractor's legal counsel. City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this obligation.

- B. Contractor shall also defend, indemnify and hold harmless City for any adverse determination made by the Internal Revenue Service or any State of Alaska taxing or regulatory agency and/or any other taxing or regulatory agency and shall defend, indemnify and hold harmless City with respect to Contractor's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments or any other legally mandated payment.
- C. The obligation to defend, indemnify and hold harmless set forth in this Section applies to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by Contractor.

SECTION 7: CONTRACT INTERPRETATION, VENUE AND ATTORNEY FEES

- A. This Contract shall be deemed to have been entered into in Bethel, Alaska. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by Alaska law, and any action brought by either party to enforce any of the terms of this Contract shall be filed in the Bethel Superior Court. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys fees.
- B. This document, the proposal selected for contract, and the Request for Proposals comprise the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended or modified except by writing signed by City and Contractor. No verbal agreement or conversation with any official, officer, agent or employee of City, either before, during or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Contract.
- C. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- D. The headings in this Contract are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this

Contract must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

- E. Each Party hereto declares and represents that in entering into this Contract, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Contract is made without reliance upon any statement or representation not contained herein of any other Party or any representative, agent or attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Contract and that the decision of whether or not to seek the advice of counsel with respect to this Contract is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law that contracts are construed against the drafter shall not apply.
- F. In the event of a conflict between the term and conditions of the body of this Contract and those of any exhibit or attachment hereto, the terms and conditions set forth in the body of this Contract proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by City shall prevail over those prepared by Contractor.

SECTION 8: SURVIVAL

The provisions set forth in Sections 5 and 6 of this Contract shall survive termination of the Contract.

SECTION 9: COMPLIANCE WITH LAWS - NONDISCRIMINATION

- A. Contractor shall comply with all applicable laws, ordinances and codes of federal, state and local governments.
- B. In the performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or non-membership in any organization. Contractor shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or non-membership in any organization. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

SECTION 10: REPRESENTATIVES

- A. City's representative for this Contract is Chuck Willert, Public Works Director, telephone number (907) 543-3110, fax number (907) 543-3366. All of Contractor's questions pertaining to this Contract shall be referred to the above-named person, or to the representative's designee.

- B. Contractor's representative for this Contract is _____, telephone number _____ fax number _____. All of City's questions pertaining to this Contract shall be referred to the above-named person.

- C. The representatives set forth herein shall have authority to give all notices required herein. Amendments to this Contract shall be executed as required by the Bethel Municipal Code and the granting agencies.

SECTION 11: NOTICES

- A. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 10) and delivered by facsimile, email, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

To City:

Lee M. Foley, City Manager
P.O. Box 1388
Bethel, Alaska 99559
907- 543-1373

To Contractor:

.....
.....
.....
.....

- B. Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.

- C. Notice shall be deemed effective upon: 1) delivery in person or 2) 48 hours after an email or fax has been sent.

SECTION 12: AUTHORITY TO CONTRACT

Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Contract on behalf of the respective parties to this Contract; that they have full right, power and lawful authority to undertake all obligations as provided in this Contract; and that the execution, performance and delivery of this Contract by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Contract.

SECTION 13: DATE OF CONTRACT

The effective date of this Contract shall be the latest date it is signed.

IN WITNESS WHEREOF, City and Contractor have executed this Contract on the days and year set forth below:

**CITY OF BETHEL,
A Municipal Corporation**

**By: Lee M. Foley
City Manager**

Dated: _____, 2012

CONTRACTOR

By: _____

Dated: _____, 2012

Title: _____

Tax ID No.: _____

Attachments: Exhibit A: Request for Proposals
Exhibit B: Contractor's Proposal Submitted and Selected for Award

NEGOTIATED AGREEMENT

Between
City of Bethel, Alaska
And
Lee M. Foley

THIS AGREEMENT, by and between the City of Bethel, Alaska, a municipal corporation ("Employer"), and LEE M. FOLEY ("Employee") hereby agree and understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of said Employee as City Manager of the City of Bethel, Alaska ("City"), as provided by Section AS 29.20.500 of the Alaska Statutes; and

WHEREAS, it is the desire of the Council ("Council") of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Council to secure and retain the services of Employee by and through the terms of this Agreement; and

WHEREAS, Employee desires to accept employment as City Manager pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Employer and Employee agree as follows:

Section 1. POWERS AND DUTIES

Employer hereby agrees to employ LEE M. FOLEY as City Manager of the City to perform the functions, powers and duties specified in Section AS 29.20.500 of the Alaska Statutes, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2. TERM

- A. Employee shall serve at the pleasure of the Council and is an at-will employee of the City. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Employee at any time with or without cause, subject only to the provisions set forth in Section 5, paragraph A of this Agreement. The City shall comply with the City's insurance policy endorsement regarding any termination.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position of City Manager, subject only to those provisions set forth in Section 5, paragraph B, of this Agreement.
- C. Employee shall reside within the City Limits of Bethel.

Section 3. DURATION

This Agreement shall become effective when signed and executed and shall continue for a term of two years. The term of the Agreement may be extended only upon the mutual written agreement of both parties. If either of the two parties desire to extend Employee's employment beyond the termination date, they must notify the other party in writing of their proposal no later than three (3) months prior to the Agreement's termination.

Section 4. SALARY

For the first twelve (12) months of employment under the terms of the Agreement, Employee shall be paid a base salary of \$102,295, payable in installments at the same time as other employees of the Employer. Employee's base salary shall be increased 2.5% annually on December 17.

Section 5. TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the majority vote of the Council before the duration of this Agreement has expired, the Employee will be provided a lump sum payment by payroll check equal to three (3) months aggregate salary.
- B. In the event Employee voluntarily resigns his position with Employer before the duration of this Agreement has expired, the Employee will assist the Employer in identifying a qualified replacement and will aid in the orderly transition of the duties and powers of the position. For purposes of this Agreement, sufficient time will be a minimum of sixty (60) calendar days, unless both parties agree in writing to a lesser time span.

Section 6. EMPLOYEE EVALUATION

- A. Purpose
Evaluation of the performance of the Employee shall be directed toward improving the performance of the Employee, and include information that identifies self-improvement and positive manifestations of management and leadership.
- B. Evaluation Completion Date

The Employee shall be provided a performance evaluation six (6) months following the execution of this Agreement and thereafter an annual performance review on or about June of each year during the term of this Agreement.

C. Evaluation Instrument

1. The evaluation document used by the Council shall be consistently used throughout the term of this Agreement. Factors to be considered by the Council in this process shall include leadership and management skills, administrative applications and techniques, and interpersonal relationships with Council members, City employees, general public and other business professionals.
2. The Council representative (i.e., the Mayor) will provide the Employee with a copy of the Council approved evaluation instrument within thirty (30) days prior to the start of the employee evaluation process. The Council representative (i.e., the Mayor) will further discuss the evaluation procedure with the Employee as necessary.
3. Before the Mayor provides the Employee with the evaluation instrument referred to in subparagraph C.1 above, the Council and the Employee shall meet to review the evaluation instrument, and identify recommended improvements to it and to the evaluation process.

D. Methodology

1. The Council's evaluation of the Employee will be in writing in accordance with Section 6.C above. The Employee may request one (1) additional written evaluation of his performance.
2. The Council will solicit input from the Employee that will be considered for inclusion in the Employee's evaluation.
3. Acknowledgement of content signed by both the Mayor and the Employee shall be included on each evaluation placed in the Employee's personnel file. The Employee shall be informed that he has the right to review each written evaluation prior to filling such document in his personnel file with the opportunity to comment in writing. The request to comment on his evaluation may not be used against him.
4. Any written complaint (or a copy thereof) made against the Employee by a City employee, Council member, or other person(s) which may be used in evaluating the Employee shall be provided to the Employee with the opportunity to respond in writing to the complaint.
5. Unless mutually agreed otherwise by both the Employer and Employee, no portion of a written evaluation may be made public except as allowed, or required, by law.

Section 7. HOURS/DAYS OF WORK

Employee's position is an executive position requiring the exercise of independent judgment on the part of the Employee and requiring periods of extended work that exceed the normal office hours, work day and work week established by the Employer. The Employee will be available during regular business hours. Employee will be expected to work whatever hours are needed based upon the demands of the job. Employee forever waives any claim for overtime compensation or compensatory time compensation based on hours worked by Employee in excess of eight (8) hours per day or forty (40) hours per week. Any time in excess of the normal hours in a day or week is not compensated or credited in any manner by the Employer.

Section 8. OUTSIDE EMPLOYMENT

Outside employment and business pursuits are prohibited unless first authorized by Council. Any outside employment or business pursuits other than those authorized by Council must occur while Employee is on leave and must occur outside the regular business hours of the City unless otherwise provided herein or otherwise agreed to by the Employer.

Notwithstanding the foregoing or any authorization by Council, the Employee is authorized and allowed to perform his duties as the President of SAVE THE WOLVES FOUNDATION, INC., a self-owned, non-profit, 501 (c) (3) entity, during non-business hours, on holidays, and on personal vacation, or leave time. Employee agrees that his duties in this regard will not take precedence over any duties that may arise in the position of City Manager. Further, Employee agrees to perform the duties of the City Manager when the interests of the City require without regard to regular work hours or days or the competing needs of the Employee's outside employment or business interests.

Section 9. TELEPHONE

Employer shall provide Employee with a cellular telephone for local and domestic long distance City business usage and pay the monthly service fee and charges.

Section 10: COMPENSATED LEAVES

A. Personal Time Off (PTO)

PTO shall accrue at the rate of 24 hours per month of service. PTO can be accumulated up to a maximum accrual of 425 hours. The Employer agrees to compensate the Employee for all remaining PTO hours at the termination of this agreement.

B. Emergency Leave

The Employer agrees to grant the Employee a maximum of forty (40) hours leave for death or serious illness in the immediate family. For purposes of this type of leave, one's immediate family includes the Employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother or sister.

C. Injury Leave

Should the Employee become injured on the job, he will be entitled to the compensation benefits as provided by the Worker's Compensation Act.

D. Court Leave

The Employee shall be granted leave, with pay, for jury duty, if the Employee is required to appear in court as a defendant as a result of a City matter, the Employer agrees to provide the Employee administrative leave for the court appearance(s). In the event that the Employee is found guilty in a criminal proceeding, the leave will be changed to leave without pay and appropriate salary deduction will be made.

E. Administrative Leave

The Employee may be granted administrative leave with pay by a majority vote of the Council for reasons specified, including attendance at a manager's professional conference. In any event, Employee will not be required to use accrued annual leave when the Council directs or requests him to attend any meeting or conference that is related to the duties of City Manager.

F. Uniformed Service Leave

The Employee is fully retired from the U.S. Navy and has no Reserve component time to serve. However, retired military officers from all services can be recalled to active duty by the appropriate Service Secretary when deemed appropriate. If such an event were to occur, a Uniformed Service Leave of Absence will be granted to the Employee in accordance with federal law and laws of the State of Alaska and the position of City Manager will be reclaimed by the Employee upon completion of the service time per such laws.

G. Holidays

All holidays recognized by the Employer shall be granted to the Employee with holiday pay status provided the same as regular full time and regular part-time positions of the Employer.

Section 11. BENEFITS

- A. Employee shall be allowed to participate in the City employee's group coverage plan for full family Life, Accidental Death & Dismemberment, Long Term Disability, Dental, Vision and Health insurance program with no premium deductibles charged to the employee; provided, however, nothing set forth herein shall prevent Employer from modifying, or reducing, benefits currently offered to City employees.
- B. Employee shall have the opportunity to participate in the City Utility Services Benefit for the same monthly fee as paid by other City management employees.
- C. Employer agrees to purchase on behalf of Employee a whole life insurance policy in the amount of two (2) times the first annual gross salary of Employee. Employer shall pay the required premiums and Employee may name a beneficiary to receive any benefits paid.

- D. Retirement: The Employer shall offer the Employee the opportunity to join and participate in the Alaska Public Employees Retirement System (PERS) equal to that which is provided for all other employees of the Employer.

Section 12. INDEMNIFICATION

- A. Employee agrees to hold harmless, defend, and indemnify Employer from and against any and all claims and damages, including costs and attorney's fees, caused by or resulting from any intentional or malicious act or omission by Employee during and in the scope of his position as City Manager.
- B. Employer agrees to hold harmless, defend, and indemnify Employee from and against any and all claims and damages, including costs and attorney's fees, caused by or resulting from any act or omission of ordinary negligence by Employee in and during the scope of his employment as City Manager, but only to the extent such as act or omission can be insured by Employer at reasonable, affordable premium costs charged by a reasonable, prudent underwriter in the normal course of purchasing municipal liability insurance coverage.

Section 13. BONDING

Employer shall bear full costs of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Council may consider any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, Bethel Municipal Code, or any other laws.

Sections 15. REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce salary, compensation or other benefits of Employee; provided, however, nothing set forth herein shall prevent Employer from modifying, or reducing City employee benefits generally.

Section 16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: City of Bethel
c/o Mayor Joseph Klejka
PO Box 1388
Bethel, AK 99559

(2) EMPLOYEE: Lee M. Foley
PO Box 2748
Bethel, AK 99559

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service or as of the date of deposit of such notice in the course of transmission in the United States Postal Service.

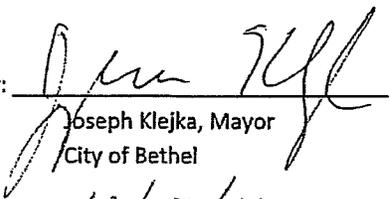
Section 17. GENERAL PROVISIONS

- A. This Agreement constitutes the entire agreement between both parties. Any modification or amendment shall be enforceable only if approved by a majority vote of the council in a duly convened public session, and if transcribed to a written document executed by both parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. Employer and Employee recognize the need to treat each other with respect, decorum and professionalism and will endeavor to act accordingly.
- D. If any provisions or any portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable. The remainder of this Agreement shall not be affected and shall remain in full force and effect.
- E. Understanding. Employee acknowledges that the Employee has read and understands the terms of this Agreement, has had the opportunity to review the same with council of his choice, and is executing this Agreement of his own free will.

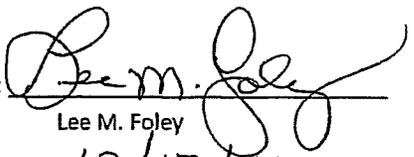
IN WITNESS WHEREOF, the City of Bethel, Alaska, has caused this Agreement to be signed and executed on its behalf by its Mayor and Council and the Employee has signed and executed this Agreement both in duplicate.

Dated this 17th day of December, 2011

Employer:

By: 
Joseph Klejka, Mayor
City of Bethel
12/17/11

Employee:

By: 
Lee M. Foley
12/17/11

**CITY OF BETHEL
CITY MANAGER EVALUATION — JUNE 12, 2012**

City Manager: Lee Foley

Rating: 5 = Excellent; 1 = Needs improvement

<i>Enforcement of Laws and Implementation of Policy Directives</i>	5	4	3	2	1
Manage the City's administrative affairs according to state statutes and Bethel Municipal Code <i>Comments:</i>					
Analysis and development of policies and procedures <i>Comments:</i>					
Implement and monitor policies enacted by City Council <i>Comments:</i>					
Supervision of City administration and departments <i>Comments:</i>					
Problem solving and conflict resolution <i>Comments:</i>					
Management and valuation of cultural diversity					

**CITY OF BETHEL
CITY MANAGER EVALUATION --JUNE 12, 2012**

<i>Comments:</i>								
Creativity, innovation and ability to change to meet needs								
<i>Comments:</i>								
Long range planning								
<i>Comments:</i>								
Development and management of real and personal property of the City								
<i>Comments:</i>								
<i>SUBTOTAL OF CATEGORY:</i>								

<i>Appointing Authority</i>	5	4	3	2	1
Serve as Personnel Officer (Director) of the City					
<i>Comments:</i>					
Manage Labor Relations/Employee Relations					
<i>Comments:</i>					

**CITY OF BETHEL
CITY MANAGER EVALUATION —JUNE 12, 2012**

Monitor employee benefit program:									
<i>Comments:</i>									
Analyze human resources and technical needs and implement solutions									
<i>Comments:</i>									
SUBTOTAL OF CATEGORY:									

<i>Preparation, Submission and execution of annual budget and capital improvements</i>	5	4	3	2	1
Development and submission of recommended annual budget					
<i>Comments:</i>					
Development and submission of recommended capital improvement program budget					
<i>Comments:</i>					
Budget management, control and analysis					
<i>Comments:</i>					
SUBTOTAL OF CATEGORY:					

**CITY OF BETHEL
CITY MANAGER EVALUATION —JUNE 12, 2012**

<i>Performance of other duties assigned by law or City Council</i>	5	4	3	2	1
Timeliness, quality and clarity of communications with city council <i>Comments:</i>					
Timeliness, quality and clarity of communications with the public and media <i>Comments:</i>					
Ethics, values, judgment and perceptiveness <i>Comments:</i>					
Communicates projects and project status with Council <i>Comments:</i>					
<i>SUBTOTAL OF CATEGORY:</i>					

<i>Ethics and Communication</i>	5	4	3	2	1
Defends principle and conviction in the face of partisan influence and pressure <i>Comments:</i>					
Maintains high standards of ethics, honesty and integrity in all matters <i>Comments:</i>					

**CITY OF BETHEL
CITY MANAGER EVALUATION —JUNE 12, 2012**

Effectively communicates with staff, Council and the public					
<i>Comments:</i>					
Writes clearly and concisely					
<i>Comments:</i>					
Expresses ideas and opinions in a forthright, logical manner					
<i>Comments:</i>					
Remains poised and calm in difficult situations					
<i>Comments:</i>					
Represents the City to the public in a positive light					
<i>Comments:</i>					
<i>SUBTOTAL OF CATEGORY:</i>					

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EVALUATION CATEGORIES

- Leadership & Management – (Promoting Team effort to accomplish goals; managing City assets effectively, etc.)
- Financial Management (3 successive years of presenting balanced draft budget to the Council for consideration; improvement in annual financial audit results, etc)
- Legal Endeavors – (Settled several major legal issues resulting in recoupment of monies owed the City, etc.)
- Personnel Management – (Annual evaluations performed in a timely manner; managing HR functions; maintaining staff levels as appropriate, etc)
- Writing Ability – (Able to develop correspondence, evaluations, policies, resolutions, ordinances, that are clear, concise, and grammatically correct, etc)
- Interactions With Community Members – (Providing timely assistance with water & sewer issues; freeze-up problems; complaints, and requests)

