

# City Council Budget Meetings Agenda

## August 2, 2017 at Noon

### City Council Chambers, City Hall, Bethel, AK

Rick Robb  
Mayor  
Term Expires 2017  
[rrobb@cityofbethel.net](mailto:rrobb@cityofbethel.net)

Fred Watson  
Vice-Mayor  
Term Expires 2018  
[fwatson@cityofbethel.net](mailto:fwatson@cityofbethel.net)

Leif Albertson  
Council Member  
Term Expires 2017  
[labertson@cityofbethel.net](mailto:labertson@cityofbethel.net)

Alisha Welch  
Council Member  
Term Expires 2017  
[arwelch@cityofbethel.net](mailto:arwelch@cityofbethel.net)

Norman Ayagalria  
Council Member  
Term Expires 2018  
[nayagalria@cityofbethel.net](mailto:nayagalria@cityofbethel.net)

Mark Springer  
Council Member  
Term Expires 2017  
[mspringer@cityofbethel.net](mailto:mspringer@cityofbethel.net)

Naim Shabani  
Council Member  
Term Expires 2017  
[nshabani@cityofbethel.net](mailto:nshabani@cityofbethel.net)

Pete Williams  
Acting City Manager  
543-2047  
[pwilliams@cityofbethel.net](mailto:pwilliams@cityofbethel.net)

Lori Strickler  
City Clerk  
543-1384  
[lstrickler@cityofbethel.net](mailto:lstrickler@cityofbethel.net)

Patty Burley  
City Attorney

#### I. CALL TO ORDER

#### II. PLEDGE OF ALLEGIANCE

#### III. ROLL CALL

#### IV. PEOPLE TO BE HEARD – Five minutes per person

#### V. APPROVAL OF AGENDA

#### VI. NEW BUSINESS

- a) \*Introduction Of Budget Ordinance 17-28 (a): Amending The Fiscal Year 2018 Budget To Include \$11,900 To The University Of Alaska Consortium Library (City Manager Williams)
- b) AM 17-53: Approving The University Of Alaska Library Agreement July 1, 2017 Through June 30, 2018 (City Manager Williams)
- c) AM 17-51: Direct Administration To Sign, Oversee, And Manage A Contract With Company X To Complete The Sewer Lagoon Dredging And Baffle Installation Construction Project (City Manager Williams)

#### I. ADJOURNMENT

Introduced by: Peter Williams, City Manager  
 Introduction Date: August 2, 2017  
 Public Hearing:

Action:  
 Vote:

## CITY OF BETHEL, ALASKA

### ORDINANCE # 17-28 (a)

#### An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2018 Budget

**Be it Enacted by the Bethel City Council** that the FY 2018 Annual Budget be amended as follows:

**Section 1.** That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2018, July 1, 2017 to June 30, 2018.

**Section 2.** The following is a summary of the changes by fund and department:

#### Fire Dept / Community Services

Change to GENERAL FUND FIRE DEPT AND COMMUNITY SERVICES DEPT BUDGETS

<b>Increases</b>		
10-72-745	Kusko Consortium Library Agreement	11,900
Total Increases		<b>11,900</b>
<b>Decreases</b>		
10-60-662	Fire Dept - Property Maintenance	11,900
Total Decreases		<b>(11,900)</b>
<b>TOTAL</b>	<b>Net Change to General Fund Appropriations</b>	<b>0</b>

<b>TOTAL CHANGE TO GENERAL FUND REVENUES</b>		
Total Increases		0
Total Decreases		0
<b>Cumulative Change to General Fund Revenues</b>		<b>0</b>

<b>TOTAL CHANGE TO GENERAL FUND APPROPRIATIONS</b>		
Total Increases		0
Total Decreases		0
<b>Cumulative Change to GENERAL FUND APPROPRIATIONS</b>		<b>0</b>

<b>TOTAL CHANGE TO GENERAL FUND BALANCE</b>		
Change to General Fund Revenues		0
Change to General Fund Appropriations		0
<b>Cumulative Increase/Decrease to Fund Balance</b>		<b>0</b>

#### **TOTAL CHANGE TO OVERALL CITY BUDGET**

<i>Change to Revenues Increase/(Decrease)</i>		<b>0</b>
<i>Change to Appropriations Increase/(Decrease)</i>		<b>0</b>
<b>These changes affect the overall expenditures of the City by</b>		<b>0</b>

**Section 3.** Effective Date. This ordinance becomes effective immediately upon adoption.

**PASSED AND APPROVED THIS \_\_\_ DAY OF JULY 2017 BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

ATTEST:

\_\_\_\_\_  
 Richard Robb, Mayor

\_\_\_\_\_  
 Lori Strickler, City Clerk

# City of Bethel Action Memorandum

Action memorandum No.	17-53		
Date action introduced:		Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

**Action Title:** Approval of the Library Agreement between the COB & UAF; an Library Budget Modification

**Attachment(s):** Library Agreements- FY-16; FY-17; FY-18  
**Budget Modification ;**

Department/Individual:	Initials:	Remarks:
Finance/Purchasing Agent	<i>[Signature]</i>	<i>Expense Neutral</i>
City Manager/Administration	<i>PSW</i>	<i>Recommend</i>
Public Works/Director	<i>N/A</i>	

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	
	Funds in City Budget.	
\$11,900	Funds not in City Budget.	<i>10-60-662</i>

**Summary Statement :** For FY-16 the agreement with UAF was for the City to contribute \$67,800 for 50hrs. of library services per week for twelve months.

For FY-17 the agreement between UAF was for the City to contribute \$ 50,700 for eight months of service. And 50 hrs. of service.

For FY-18 the library is budgeted for \$55,700. Administration is asking to fund UAF's library services at the same level as FY-16 in the amount of \$67,800. UAF's request was for the City to contribute \$91,186 for FY-18.

A budget modification of \$11,900 from general fund is needed to accomplish year around library services at 50hrs. a week for FY-18.

Fire Department (10-60)		FY14 Actuals	FY15 Actuals	FY16 Actuals (Pre-Audit)	FY17 Approved Budget	FY17 Budget Modification	FY18 Approved Budget	
<b>PERSONNEL:</b>								6.15
	<b>Total Personnel</b>	960,517	743,130	816,381	870,726	833,724	1,045,741	
<b>MATERIALS, SUPPLIES, &amp; SERVICES</b>								
545	Training/Travel	6,925	8,362	9,997	10,750	10,750	10,750	
561	Supplies	25,379	21,257	29,535	22,500	22,500	22,500	
563	Wearing Apparel	5,136	6,216	4,771	8,266	8,266	8,266	
567	Fire Prevention Program	4,184	5,721	3,910	4,950	4,950	5,200	
600	Tires & Wheels	3,879	1,173	2,184	3,200	3,200	3,200	
601	Vehicle Maint. (parts & tools)	18,660	17,245	16,201	19,250	19,250	19,250	
602	Gasoline	14,165	11,435	11,833	12,000	12,000	12,000	
621	Electricity	13,737	11,884	12,318	12,355	12,355	12,355	
622	Telephone	6,086	4,679	3,610	6,000	6,000	6,000	
623	Heating Fuel	40,239	28,984	17,063	25,000	25,000	25,000	
626	Water/Sewer/Garbage	6,867	7,563	9,132	6,875	6,875	6,875	
627	Cell Phone						3,088	
647	Billing/Collection Service (\$2,600*12)	31,266	31,266	28,756	32,400		31,200	
660	Vehicle Maint Services	4,000	1,486	1,532	16,440	16,440	16,440	
661	Vehicle Maint/Repair (Int. Svc. Fund 57)*	6,050	8,157	6,943	10,125	2,922	10,125	
662	Property Maintenance	21,282	49,325	58,933	31,500	31,500	31,500	
669	Other Purchased Services	21,160	15,313	30,532	4,000	4,000	22,500	
683	Minor Equipment	9,109	4,186	11,426	5,800	5,800	5,800	
685	Equipment			8,844				
721	Insurance	21,379	23,765	25,453	16,290	16,290	16,290	
724	Dues/Subscriptions	1,766	1,406	2,205	2,965	2,965	2,965	
727	Advertising	307	1,521	696	1,250	1,250	1,500	
799	Miscellaneous Expense	538	532	410	1,000	1,000	1,000	
996	Administrative Overhead - IT						22,374	
	<b>Total MS&amp;S</b>	262,114	261,472	296,283	252,916	213,313	296,178	
	<b>Total Operating Expenditures</b>	1,222,631	1,004,602	1,112,665	1,123,642	1,047,037	1,341,918	
<b>CAPITAL EXPENDITURES (10-60-69X)</b>								
	Tanker Lease						-	
	Ladder truck lease						75,000	
699	Xfer To Fleet Replacement Fund	-	-	40,000	25,000	25,000		
	<b>Total Capex</b>	-	-	40,000	25,000	25,000	75,000	
	<b>Total Operating, Debt, Proj. &amp; Capex</b>	1,222,631	1,004,602	1,152,665	1,148,642	1,072,037	1,416,918	

<b>Community Services (10-72)</b>		<b>FY 2014 Actuals</b>	<b>FY 2015 Actuals</b>	<b>FY16 Actuals (Pre-Audit)</b>	<b>FY17 Approved Budget</b>	<b>FY17 Revised Budget</b>	<b>FY18 Approved Budget</b>
<b>MATERIALS, SUPPLIES, &amp; SERVICES</b>		6.15					
620	Cash Subsidy To ONC Center	50,000	-	-	-	-	-
626	Senior Ctr - W/S/G ONC	33,367	3,230	1,767	-	-	-
657	Senior Ctr Bus-Vehicle Maint/Repair (Int. Svc. Fund 57)	3,562	3,256	1,192	-	-	-
744	Kusko 300 Race Sponsorship	-	-	-	1,000	-	-
745	Kusko Consortium Library Agreement	67,600	67,600	67,600	50,700	-	✓ 55,700
746	ONC Bus Senior Donation	-	-	4,220	4,220	-	-
747	Camai Donation	3,550	4,296	-	3,400	-	-
755	Bethel Search & Rescue	-	-	-	-	5,000	-
760	Community Action Grant	-	-	-	-	-	10,000
798	UAF 4-H Contribution	-	-	112,000	112,000	-	112,000
799	Misc. Donation	500	-	-	-	-	-
		158,579	78,382	186,779	171,320	5,000	177,700
	<b>Total Operating Expenditures</b>	158,579	78,382	186,779	171,320	5,000	177,700
<b>PROJECT EXPENDITURES (10-72-77X)</b>							
771	Cemetery Improvements	6,778	3,838	-	5,000	-	-
	<b>Total Project Expenditures</b>	6,778	3,838	-	5,000	-	-
<b>CAPITAL EXPENDITURES (10-72-69X)</b>							
	<b>Total Capital Expenditures</b>	-	-	-	-	-	-
	<b>Total Operating &amp; Project Expenditures</b>	165,357	82,220	186,779	176,320	5,000	177,700



## CITY OF BETHEL

P.O. Box 1388  
Bethel, Alaska 99559  
Office: (907) 543-2047  
Fax: (907) 543-3817

### CONSORTIUM LIBRARY AGREEMENT CITY OF BETHEL AND THE UNIVERSITY OF ALASKA FAIRBANKS KUSKOKWIM CAMPUS

An Agreement made by and between the University of Alaska, hereinafter referred to as "University," and the City of Bethel, a municipal corporation, hereinafter referred to as "City."

Whereas, the University acting by and through its local affiliate, Kuskokwim Campus, and the City have determined that it is in the public interest to share library collections and facility in the operation of a library in Bethel and;

Whereas, a cooperative effort of the University and the City in serving residents of Bethel is cost-effective and mutually advantageous;

The parties hereto do mutually agree as follows:

#### Article I

The University shall:

- A. Manage the library facility to accommodate and include:
  1. Public access to Kuskokwim Consortium Library and its collection;
  2. Public access to reference and inter-library loan services;
  3. Public access to library assistance in the form of a trained personnel;
  4. Provide a year-end report of grant expenses to the City of Bethel;
  5. Provide entire multipurpose room for annual Christmas party during December including set up and break down of equipment on December 12, 2015 at no cost to the City;
- B. Provide physical maintenance and utilities.
- C. Appoint, employ and compensate a full-time professional librarian during the College Academic Year who meets the appropriate standards of the American Library Association and whose duties shall include, but not be limited to, supervision of all operational services offered by the library, and responsibility for all acquisitions;
- D. Employ other personnel as deemed necessary;
- E. Maintain separate accounting of financial records;
- F. Catalog and shelve all materials as a single collection;
- G. Provide hours of service and acquisitions budget as negotiated annually by both parties;

- H. Provide public access to the library for a minimum of 50 hours of library service per week during the University academic year and a minimum of 30 hours of library service per week during the time public schools are not in session;
- I. Materials traditional to public libraries and the Kuskokwim Consortium library in quantity and quality sufficient to maintain the collection to meet the informational and recreational needs of the community;
- J. Provide library programs to meet the informational and recreational needs of the community as possible with existing library staff and Friends of the Library volunteers.
- K. Provide electronic lending library which allows users to borrow books on Kindle, Nook or other similar devices at no charge.

The City Shall:

- A. Pay Kuskokwim Campus for services as negotiated annually. Payment for these services will be made by the City of Bethel in two (2) equal payments of \$33,800.00. one prior to November 1, 2015 and the other prior to March 31, 2016;
- B. Provide snow removal for the Library parking lot;
- C. Provide a dumpster and garbage removal:

#### Article II.

It is further mutually agreed that:

- A. Equipment, furnishing, and literary holdings shall remain the property of the respective owner;
- B. Each party shall indemnify, protect and hold the other harmless from and against any and all claims, suits, causes of action and judgments arising in favor of any person or corporation, including but not limited to the employees, agents, representatives, and subcontractors of each party, or any third party, on account of any injury, death, or damage to property resulting from the actions, negligence, misfeasance, omissions or errors of said party, its employees, servants, agents, representatives, subcontractors or independent contractors during the term of this Agreement;
- C. This agreement is subject to renegotiation and amendment at any time upon mutual consent of the parties. This agreement may be terminated by either party upon the filing of written notice of such intent sixty days prior to July 1, 2015 with date of termination being July 1, 2016 or upon shorter notice by mutual consent of both parties;
- D. Each party shall participate in a joint University/City Library Advisory Board which will provide advice to the City and University relative to the operation of the consortium library;
- E. The library facility shall be known as the KUSKOKWIM CONSORTIUM LIBRARY.

Fiscal Year 2016

The following list reflects the library services to be provided by Kuskokwim Campus and their related costs to the City of Bethel during the period of July 1, 2015 through June 30, 2016;

1. All services described in the Consortium Agreement, with public access to the library for a minimum of 50 hours of library service per week during the University academic year and a minimum of 30 hours of library service per week during the time public schools are not in session.
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*Mary C. Peter*  
for Mary C. Peter  
Director  
Kuskokwim Campus  
University of Alaska Fairbanks

8-25-15  
Date

*Evon Peter*  
Evon Peter  
Vice Chancellor for Rural, Community and Native Education  
College of Rural and Community Development  
University of Alaska Fairbanks

8/27/15  
Date

*R. Madnick*  
Rosemary Madnick  
Executive Director  
Grants and Contract Services  
University of Alaska Fairbanks

Digitally signed by Rosemary Madnick  
DN: cn=Rosemary Madnick, o=University of Alaska Fairbanks, ou=Office  
of Grants and Contracts Administration, email=rmadnick@alaska.edu,  
c=US  
Date: 2015.08.31 15:41:24 -08'00'  
Adobe Reader version: 11.0.12

\_\_\_\_\_  
Date

*Greg Meyer*  
~~Greg Meyer~~ ANN W. CAPELA  
Interim City Manager  
City of Bethel

08.31.15  
Date



**CITY OF BETHEL**

P.O. Box 1388  
Bethel, Alaska 99559  
Office: (907) 543-2047  
Fax: (907) 543-3817

**CONSORTIUM LIBRARY AGREEMENT  
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KUSKOKWIM CAMPUS**

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  - 4. Provide a year-end report of grant expenses to the City of Bethel;
  - 5. Provide entire multipurpose room for annual Christmas party during December including set up and break down of equipment in December on a date to be mutually determined and at no cost to the City;
- B. Provide physical maintenance and utilities.
- C. Appoint, employ and compensate a full-time professional librarian during the College Academic Year who meets the appropriate standards of the American Library Association and whose duties shall include, but not be limited to, supervision of all operational services offered by the library, and responsibility for all acquisitions;

- D. Employ other personnel as deemed necessary;
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- K. Provide electronic lending library which allows users to borrow books on Kindle, Nook or other similar devices at no charge.

The City Shall:

- A. Pay Kuskokwim Campus for services a total annual sum of \$50,700. Payment for these services will be made by the City of Bethel in two (2) equal payments of \$25,350.00, one prior to November 1, 2016 and the other prior to March 31, 2017;
- B. Provide snow removal for the Library parking lot as needed;
- C. Provide a dumpster and garbage removal;

## ARTICLE II

It is further mutually agreed that:

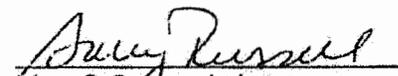
- A. Equipment, furnishing, and literary holdings shall remain the property of the respective owner;
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- C. This agreement is subject to renegotiation and amendment at any time upon mutual consent of the parties. This agreement may be terminated by either party upon the filing of written notice of such intent sixty (60) days prior to October 1, 2017 with date of termination being November 1, 2017 or upon shorter notice by mutual consent of both parties;
- D. Each party shall participate in a joint University/City Library Advisory Board which will provide advice to the City and University relative to the operation of the consortium library;
- E. The library facility shall be known as the KUSKOKWIM CONSORTIUM LIBRARY.

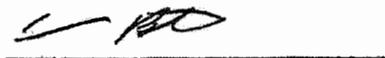
**FISCAL YEAR 2017**

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3. Library programs to meet the informational and recreational needs of the community as possible with existing library staff and Friends of the Library volunteers.
4. The library will be closed for four (4) months this fiscal year to accommodate a previously scheduled remodeling project. As a result, this Agreement reflects a one-time reduction of ¼ funding from the previous fiscal year's Agreement.

for   
 Mary C. Peter, or designee  
 Director  
 Kuskokwim Campus  
 University of Alaska Fairbanks

12-21-16  
 Date

  
 Evon Peter  
 Vice Chancellor for Rural, Community and Native Education  
 College of Rural and Community Development  
 University of Alaska Fairbanks

12/23/16  
 Date



Digitally signed by Samantha Aleshire  
Date: 2017.01.09 15:42:51 -0800

FOR: Rosemary Madnick  
Executive Director  
Office of Grants and Contracts Administration  
University of Alaska Fairbanks

01.09.17

Date

Peter A. Williams

Peter A. Williams  
Acting City Manager  
City of Bethel

12/20/16

Date



## CITY OF BETHEL

P.O. Box 1388  
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## **ARTICLE II**

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- C. This agreement is subject to renegotiation and amendment at any time upon mutual consent of the parties. This agreement may be terminated by either party upon the filing of written notice of such intent at least sixty (60) days prior to March 1, 2018 with date of termination being June 30, 2018 or upon shorter notice by mutual consent of both parties;
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**FISCAL YEAR 2018**

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\_\_\_\_\_  
 Mary C. Pete, or designee  
 Director  
 Kuskokwim Campus  
 University of Alaska Fairbanks

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Evon Peter  
 Vice Chancellor for Rural, Community and Native Education  
 College of Rural and Community Development  
 University of Alaska Fairbanks

\_\_\_\_\_  
 Date

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Rosemary Madnick  
Executive Director  
Office of Grants and Contracts Administration  
University of Alaska Fairbanks

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Date

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Peter A. Williams  
City Manager  
City of Bethel

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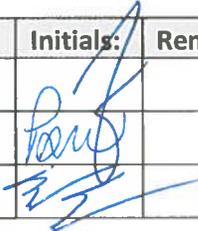
Date

## City of Bethel Action Memorandum

Action memorandum No.	17-51		
Date action introduced:		Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

**Action Title:** Direct Administration to sign, oversee, and manage a contract with Company X to complete the Sewer Lagoon Dredging and Baffle Installation construction project.

**Attachment(s):** Contract between City of Bethel and Company X; blank score sheet.

Department/Individual:	Initials:	Remarks:
Finance/Purchasing Agent		
City Manager/Administration		
Public Works/Director		

Amount of fiscal impact:	Description	Account information:
\$2,233,316	Grant Agreement 14EP70.	To be assigned by Finance
\$2,035,851	Grant Agreement 16EP29	To be assigned by Finance
\$300,037	Grant Agreement 17EP77	To be assigned by Finance

### Summary Statement

Using Village Safe Water grant funding, the City of Bethel hired CH2M to prepare a Request for Proposals document to hire a contractor to dredge the sewer lagoon and install two sets of baffles. CH2M prepared the RFP, made changes to it based on comments by City Administration and the Alaska Department of Environmental Conservation (DEC), and issued it on June 30, 2017. It was posted on the City's website, sent to The Plans Room and other bid document dissemination services, and notice was sent to known dredging companies. A classified ad for the RFP was placed in the Anchorage Dispatch News and in the Seattle Times.

DEC's Village Safe Water Program awarded the City three grants in the amounts of \$2,233,316, \$2,035,851, and \$300,037. All three grants provide funding for the dredging and baffle installation construction project and include Village Safe Water engineer/administration costs.

The pre-proposal conference was held on July 11, 2017. Four contractors attended the meeting. One addendum issued on July 15, 2017 answered questions voiced at the pre-proposal meeting and questions submitted in writing to CH2M, per the RFP. Two companies submitted a proposal by the July 20, 2017 deadline.

Two City employees scored the proposals and their recommendation and process was approved by the Purchasing Agent and City Manager. The proposal scores out of 100 points were:

Company X  
 Reviewer #1: 89  
 Reviewer #2: 99

Company Y  
 Reviewer #1: 79  
 Reviewer #2: 91

City of Bethel  
Lagoon Dredging and Baffle Installation  
Proposal Evaluation Criteria

**Project Commitment and Services.....10**

Rating Range: 0-10      Score = (Rating x 1.0) = 10 points maximum

The firm states, in a concise manner, its interpretation and understanding of the project. Firm demonstrates the firm's comprehension of the objectives and services of the proposed project. The firm also clearly identifies what aspects of the project it believes will prove to be the most challenging and how such challenges will be overcome by the firm.

**Methods.....30**

Rating Range: 0-10      Score = (Rating x 3.0) = 30 points maximum

The firm outlines the methods for accomplishing the proposed contract. The firm describes what, when, where, how and in what sequence the work will be done and identifies the amount and type of work to be performed by any subcontractors. The firm explains how each task will be carried out, what services or interaction will be required from/with the City, etc. The firm will suggest alternatives, if appropriate. The firm identifies any distinct and substantive qualifications for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts relevant to the required services which the firm may use.

**Proposed Project Staff .....5**

Rating Range: 0-10      Score = (Rating x 0.5) = 5 points maximum

The firm names the key individuals who will perform the following functions, and professional/technical functions deemed essential to the performance of the project.

- a. Project Management (Single point of contact directly engaged in contract performance and compliance.)
- b. On-Site Project Supervision (If same as Project Manager, state such.)
- c. Subconsultants, if any.

The firm describes the work to be performed by the individuals named in the proposal who will perform essential functions and details their specific qualifications and substantive experience directly related to the proposed project.

**Project cost .....30**

Score = (lowest of all proposal prices/proposal price) x 30 points = 30 points max

Firm provides a lump sum price for mobilization and demobilization, a lump sum price to construct and close the sludge cell at the City's landfill, and an inclusive unit cost per dry ton to remove sludge from the lagoon, and an inclusive unit cost per dry ton to transport and dispose of sludge removed from the City's primary lagoon in the sludge cell at the City's landfill. The Contractor shall assume that a minimum of 3,000 dry tons of sludge will be removed from the lagoon cells, transported to the landfill, and disposed in the sludge cell.

**Business History.....20**

Rating Range: 0-10                      Score = (Rating x 2.0) = 20 points maximum

The firm identifies the period of time the firm has been in business under the current organization and name. The firm discusses not more than three (3) prior contracts that were similar to the work proposed by this RFP. For each contract discussed, summarize the work performed, identify the contracting entity and provide a reference (contact person’s name, title and telephone number).

**Quality of Proposal.....5**

Rating Range: 0-10                      Score = (Rating x 0.5) = 5 points maximum

Proposers do not respond to this criterion. Evaluation Committee members will rate this criterion based upon their evaluation of the clarity, completeness and presentation of the proposal. Note: This criterion is NOT used to evaluate color, graphics or other visual techniques except as they may detract from legibility.

**MBE/WBE Owned Business.....5**

If yes, 5 points are awarded, if no, zero points are awarded

**MAXIMUM TOTAL POSSIBLE POINTS = 105**

City of Bethel  
Lagoon Dredging and Baffle Installation  
Proposal Score Sheet

Project Commitment and Services (10 points maximum)

Rating =  $\frac{\text{_____}}{0-10}$  (Rating x 1.0)                      Score =  $\frac{\text{_____}}{10 \text{ max}}$

Methods (30 points maximum)

Rating =  $\frac{\text{_____}}{0-10}$  (Rating x 3.0)                      Score =  $\frac{\text{_____}}{30 \text{ max}}$

Proposed Project Staff (5 points maximum)

Rating =  $\frac{\text{_____}}{0-10}$  (Rating x 0.5)                      Score =  $\frac{\text{_____}}{5 \text{ max}}$

Project Cost (30 points maximum)

Ratio = lowest of all proposal cost divided by this proposal cost

$\left(\frac{\text{lowest cost}}{\text{this proposal cost}}\right) = \text{_____}$

Ratio =  $\frac{\text{_____}}{\text{_____}}$  (Ratio x 30)                      Score =  $\frac{\text{_____}}{30 \text{ max}}$

Business History (20 points maximum)

Rating =  $\frac{\text{_____}}{0-10}$  (Rating x 2.0)                      Score =  $\frac{\text{_____}}{20 \text{ max}}$

Quality of Proposal (5 points maximum)

Rating =  $\frac{\text{_____}}{0-10}$  (Rating x 0.5)                      Score =  $\frac{\text{_____}}{5 \text{ max}}$

MBE/WBE Owned Business (5 points maximum)

If yes, 5 points are awarded, if no, zero points are awarded                      Score =  $\frac{\text{_____}}{5 \text{ max}}$

**TOTAL SCORE = \_\_\_\_\_**

**AGREEMENT**

THIS AGREEMENT is by and between the City of Bethel, a municipal corporation, (Owner) and [REDACTED]. (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**1. WORK**

1.1. Contractor shall complete the Work as specified or indicated in the Contract Documents (plans and specifications). The Work is generally described as follows:

**1.2.**

1.2.1. Remove and dispose of existing baffles.

1.2.2. Dredge the existing sludge from the primary sewage lagoon.

1.2.3. Mechanically dewater the sludge removed from the lagoon.

1.2.4. Test sludge and provide scales as a means to quantify volume of sludge removed from the lagoon.

1.2.5. Prepare sludge disposal cell in the existing landfill located adjacent to the primary lagoon.

1.2.6. Dispose of sludge in the landfill.

**2. THE PROJECT**

2.1. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2.1.1. Remove, dewater and dispose of the sludge from the primary sewage lagoon and install baffles in the primary and secondary sewage lagoons, as described in the Contract Documents.

**3. ENGINEER**

3.1. The Project has been designed by CH2M HILL (Engineer), who is to act as Owner's representative, assume duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**4. CONTRACT TIMES**

4.1. Time of the Essence: Time limits, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2. Dates for Substantial Completion and Final Payment:

4.2.1. The Work shall be substantially completed on or before June 30, 2018 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 31, 2018.

4.3. Liquidated Damages:

4.3.1. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$1,000** for each day that expires after the time specified herein for Substantial Completion until the Work is substantially complete.

4.3.2. After Substantial Completion, if Contractor neglects, refuses, or fails to complete remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified herein for completion and readiness for final payment until the Work is completed and ready for final payment.

5. CONTRACT PRICE

5.1. Owner will pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the following:

5.1.1. Lump Sum (A): For Work other than Unit Price Work, a lump sum of **ONE MILLION, TWO HUNDRED SEVENTY-FOUR THOUSAND, THREE HUNDRED TWELVE DOLLARS (\$1,274,312)**.

## 5.1.2. Unit Prices:

5.1.2.1. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions. Unit prices have been computed as provided in Paragraph 13.03 of the General Conditions.

5.1.2.2. For Unit Price Work, an amount equal to the sum of established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Price (Quantity x Unit Price)
1.	Sludge removal from primary lagoon	2,792	Dry tons	\$1,073.75	\$2,997,910
2.	Sludge disposal in monofill	2,792	Dry tons	\$23.25	\$64,914
3.	Haul/place landfill cover material	5,000	Cubic yards	\$3.28	\$16,400

5.1.3. TOTAL OF ESTIMATED UNIT PRICES (B): **\$3,079,224**

5.1.4. Total Contract Amount (A + B) - Lump Sum Plus Unit Price Total **FOUR MILLION, THREE HUNDRED FIFTY-THREE THOUSAND, FIVE HUNDRED THIRTY-SIX DOLLARS (\$4,353,536)**

## 6. PAYMENT PROCEDURES

6.1. Submittal and Processing of Payments: Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2. Progress Payments: Owner will make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment on the date of each month as established in the preconstruction conference during performance of the Work as provided herein. All such payments will be measured by the Schedule of Values established as provided in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements.

6.2.1. Upon Substantial Completion, Owner will pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer will determine in accordance with Paragraph 15.01.C.6 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.3. Final Payment:

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

7. INTEREST

7.1. Monies not paid when due as provided in Article 15 of the General Conditions are not retainage and shall not bear interest.

8. CONTRACTOR'S REPRESENTATIONS

8.1. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

8.1.1. Contractor has examined and carefully studied the Contract Documents.

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

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

8.1.4. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; with respect to the effect of such information, observations, and documents on 1) the cost, progress, and performance of the Work; 2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and 3) Contractor's safety precautions and programs.

8.1.5. Based on the information and observations referred to above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

8.1.6. Contractor is aware of the general nature of any work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents for Lagoon Jetty Construction.

8.1.7. Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

8.1.8. The Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performance and furnishing of the Work.

## 9. CONTRACT DOCUMENTS

### 9.1. Contents:

9.1.1. The Contract Documents that are attached to this Agreement (except as expressly noted otherwise) consist of the following:

9.1.1.1. This Agreement (pages 1 to 8, inclusive).

9.1.1.2. Performance bond (pages 1 to 4, inclusive).

9.1.1.3. Payment bond (pages 1 to 2, inclusive).

9.1.1.4. General Conditions (pages 1 to 52, inclusive).

9.1.1.5. Supplementary Conditions (pages 1 to 17, inclusive).

9.1.1.6. Specifications as listed in the table of contents of the Project Manual.

9.1.1.7. Drawings consisting of 7 sheets with each sheet bearing the following general title: "Bethel Lagoon Dredging and Baffle Installation".

9.1.1.8. Addenda (numbers 0 to 1, inclusive).

9.1.1.9. Instructions to Proposers.

9.1.2. Exhibits to this Agreement (enumerated as follows):

9.1.2.1. Contractor's Proposal (pages 1 to 109, inclusive).

9.1.2.2. Documentation submitted by Contractor prior to Notice of Intent to Award (pages n/a to n/a, inclusive).

9.1.3. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

9.1.3.1. Notice to Proceed (pages \_\_\_\_ to \_\_\_\_, inclusive).

9.1.3.2. Work Change Directives.

9.1.3.3. Change Order(s).

9.2. There are no Contract Documents other than those listed above in this Section.

9.3. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

## 10. MISCELLANEOUS

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

10.2. Successors and Assigns: Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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

10.4. Assignment of Contract:

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

10.5. Contractor's Certifications:

10.5.1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:

10.5.1.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposing process or in Contract execution;

10.5.1.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposing process or the execution of the Contract to the detriment of Owner, (b) to establish Proposal or Contract Price at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

10.5.1.3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish Proposal prices at artificial, noncompetitive levels; and

10.5.1.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposing process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on August 3, 2017 (which is the Effective Date of the Agreement)

OWNER: CITY OF BETHEL

CONTRACTOR: [REDACTED]

\_\_\_\_\_  
By: Peter A. Williams  
Title: City Manager

\_\_\_\_\_  
By: [REDACTED]  
Title: Owner, Treasurer

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: City Clerk

Title: \_\_\_\_\_

Address for Giving Notices:  
City of Bethel  
Attn: Legal Department  
PO Box 1388  
Bethel AK 99559-1388

Address for Giving Notices:  
[REDACTED]  
8811 W 500 N  
Kokomo IN 46901

Alaska Business License No.: 129546  
Alaska Contractor License #: CONE38682