

**CITY OF BETHEL**

**BETHEL, ALASKA**



**REQUEST FOR PROPOSALS**

**Water Tank Cleaning**

**City will accept proposals from September 28 to October 30, 2017**

**Deadline for Questions                      October 13, 2017 @ 4:00 pm AST**

**Deadline for Protests                         October 13, 2017 @ 4:00 pm AST**

**Proposal Opening (Due) Date:              October 30, 2017**

**Proposal Opening (Due) Time:             4:00 pm Alaska Time**

**Proposal Opening Place:                    City Hall  
300 Chief Eddie Hoffman Highway  
Bethel, Alaska 99559**

# Request for Proposals Water Tank Cleaning

## I. INTRODUCTION

### **Purpose**

The City of Bethel (hereafter “City”) is requesting Proposals from qualified Respondents for inspection and cleaning services of two (2) 500,000-gallon potable water tanks, located at the City’s two water treatment plants. The main focus of this project is to perform a comprehensive evaluation of the interior and exterior condition of the tanks and complete sediment removal in each tank. The objective of the project is to provide the City with detailed results and recommendations to maximize the serviceable life of each tank and provide suggestions for possible modifications to improve operational effectiveness.

Due to service and operational issues, tanks cannot be easily taken out of service and drained for routine inspections and cleaning, therefore, contractors are hired to perform routine inspections and cleaning utilizing specialized dive/cleaning equipment and certified divers. All potable water tanks gradually collect sediment over years of use and this sediment needs to be removed on a routine basis to maintain a healthy water quality. Internal tank components gradually rust and wear out, so routine monitoring of tank condition needs to be maintained in order for repairs and replacement to be planned and scheduled.

### **About the City of Bethel**

Bethel is a community of 6,244 located 400 air miles west of Anchorage off the road system. Multiple daily flights from Alaska Airlines or RAVN Air provide convenient air access to Bethel from the Anchorage International Airport. Flight time is an hour to an hour and half. Both Alaska Airlines and RAVN will carry cargo on board their passenger jets.

The City of Bethel is a Second Class city with eight departments, one of which is the Public Works Department. Inside the Public Works Department is the Utilities Maintenance Division. This division oversees the following two water treatment plants:

1. Bethel Heights Water Treatment Plant  
235 Akiak Street, Bethel, AK
2. City Subdivision Water Treatment Plant  
900 Ridgecrest Drive, Bethel, AK

Both water treatment plants operate similarly. According to the *Water Loops A, B & C and Wastewater Upgrades, Preliminary Engineering Report, dated June 2012*, raw water is pumped from an aquifer confined by permafrost and heated to improve effectiveness of chemical treatment... After heating, the water is injected with potassium permanganate and a polymer, passed through contact tanks, and filtered through greensand, where iron and manganese are

removed. After filtration, the water is injected with chlorine and sodium fluoride. The treated water is then stored in large 500,000 gallon storage tanks.

The tank at the City Subdivision Water Treatment Plant is a welded steel tank. See Attachment A for a schematic of the tank. The tank at Bethel Heights Water Treatment Plant is a bolted steel tank. Bolts protrude to the inside of the tank. See a description of the tank in Attachment "B".

## II. INSTRUCTIONS TO RESPONDENTS

### A. Questions or Clarifications

Respondents should submit all questions regarding this RFP via email. Emailed questions and inquiries will be accepted from any and all prospective Respondents in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before **October 13, 2017 at 4:00 P.M. (AST)** and should be addresses as follows: Engineer RFP and emailed to [jchevigny@cityofbethel.net](mailto:jchevigny@cityofbethel.net).

Respondents in doubt as to the true meaning of any portion of this Request for Proposal or who consider any sections ambiguous, inconsistent or absent needed information, shall make a written request for an official interpretation or correction. Such requests must be submitted via email to [jchevigny@cityofbethel.net](mailto:jchevigny@cityofbethel.net) by the deadline listed above.

### B. Protests

Protests regarding any alleged improprieties or ambiguities in this request for proposals document must be filed with the purchasing agent no later than **October 13, 2017 at 4:00 pm** AST. Information on how to file a protest can be found in section 4.20.270 of the Bethel Municipal Code. The Code may be found on the City's website: [www.cityofbethel.org](http://www.cityofbethel.org).

### C. Addenda

All interpretation or correction, as well as any additional proposal provisions that the City may decide to include, will be made only as an official addendum that will be posted to the City's website: [www.cityofbethel.org](http://www.cityofbethel.org) for all parties to download.

It shall be the Respondent's responsibility to ensure that they have received all addendums before submitting a proposal. Any addendum issued by the City shall become part of the RFP and will be incorporated into the proposal.

Each Respondent must acknowledge all addenda which it has received but the failure of a Respondent to receive, or acknowledge receipt of any addenda shall not relieve a Respondent of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

**D. Conflict of Interest**

All City of Bethel employees and Bethel City Council members adhere to and follow a Conflict of Interest Policy prohibiting them from directly or indirectly participating in a procurement contract if the city employee or council member knows, or should reasonably know that:

1. The city employee or council member or any member of the city employee’s family has a financial interest pertaining to the procurement contract.
2. Any other person, business, or organization with whom the city employee or council member or any member of their immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Violation of this policy by any Respondent is automatic grounds for disqualification of a proposal and/or a breach of contract.

**E. Inducement**

All City of Bethel employees and Council Members adhere to and follow the Conflict of Inducements Policy that prohibits gratuities or offers of employment in connection with a decision, approval, disapproval, or recommendation regarding any matter which affects the City or over which the City is negotiating. Any attempt by a Respondent to violate this policy is automatic grounds for disqualification of a proposal.

**F. Non-Collusion**

Evidence of collusion or other anticompetitive practices among Respondents shall be grounds for disqualification.

**G. Debarment**

Submission of a Proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and/or declared ineligible or voluntarily excluded from participation in any transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

**H. Local Preference**

This Request for Proposals is eligible for local bidder preference as outlined in the Bethel Municipal Code (BMC), Section § 4.20.060. Respondents claiming the preference for scoring purposes must expressly state so in their proposal and must demonstrate full compliance with all of the requirements set out in BMC §4.20.060.

**I. Good Standing**

According to the Bethel Municipal Code 4.20.070: “No procurement contract may be awarded to a person, group, organization, or entity that is delinquent in the payment or collection of sales taxes, fees, charges, penalties, interest or other amounts that are due owing, or otherwise obligated to the City which is not remedied within ten (10) business days of notice to the selected proposer. See Bethel Municipal Code on City website ([www.cityofbethel.org](http://www.cityofbethel.org)).

**J. Non-Discrimination**

The City will not contract with any persons or entities that discriminate against employees or applicants for any reason other than those related to job performance. All prospective Respondents will comply with all Federal, State, and local laws and policies that prohibit discrimination in the workplace. The City will not discriminate because of race, creed, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, age, marital status, change in marital status, pregnancy, parenthood, disability status, genetic information, political affiliation or status as a disabled veteran.

**K. Proposal Submission**

All proposals are due and must be delivered to the City Procurement office on or before **October 30, 2017 at 4:00 pm AST**. Proposals submitted late or via oral, telephonic or telegraphic means **will not** be considered or accepted.

Each Respondent must submit one (1) original Proposal by hard copy or electronically. Only one (1) copy of the Proposal Fee shall be submitted in a separate sealed envelope contained within the Respondent’s sealed proposal, if in hard copy form, or in a separate email, if submitted electronically.

Proposals may be delivered either by hard copy or by electronic submission.

**1) Hard Copy Submissions**

Proposals submitted in hard copy form must be in a sealed envelope marked: **Proposal for Tank Cleaning Services** and then list Respondent’s name, address and phone number.

Mail\* completed proposal packages to:

Jim Chevigny, Purchasing Agent  
City of Bethel  
PO Box 1388  
Bethel, AK 99559-1388

Deliver\* to:

Jim Chevigny, Purchasing Agent  
City of Bethel  
City Hall / 300 State Highway  
Bethel, AK 99559-1388

\* NOTE: This is **rural Alaska**. Mail is unpredictable and weather dependent. So is UPS, Fed-Ex, DHL, etc. Plan to submit the documents a few days early to ensure on time arrival. Even if mailed on time, there is no guarantee it will be received and in the City’s possession by the deadline if sent too close to the deadline. The local post office box is checked daily at 4:30 pm. Note that the due date/time is 4 pm, ½ hour before the mail is checked that day. Respondent’s should plan accordingly as late submissions will NOT be received – NO EXCEPTION. A submission is considered received when it has arrived at the City of Bethel Finance Department, not when it reaches the Post Office box.

**2) Electronic Submissions**

Proposals may be submitted by email or facsimile. Proposals submitted electronically must be in either MS Word format or PDF format and sent by email to Jim Chevigny, Purchasing Agent at [jchevigny@cityofbethel.net](mailto:jchevigny@cityofbethel.net) or (907) 543-5294. The subject line of the email or fax must read:

**Proposal for Tank Cleaning Services.** The City is **not** responsible for incomplete transmissions or unsuccessful delivery by electronic means. The City **will not** send an acknowledgment receipt of the proposal.

**L. Proposal Format**

Proposals must respond directly to the evaluation criteria set out in this RFP. Material other than that requested is not required or desired. Clarity and brevity are encouraged. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

Proposals should strive not to exceed twenty (20) pages. A page is defined as a standard 8 ½" x 11" paper. Larger sheets are strongly discouraged unless critical to the Respondent's presentation. Larger sheets will count as two (2) pages.

Proposals must not include any plastic covers, binders, or other non-recyclable materials. Fee proposals must be submitted in a separate sealed envelope at the same time. All envelopes for technical proposals and separate fee proposals must be clearly marked: **Proposal for Tank Cleaning Services.**

**M. Withdrawal or Correction of Proposals**

Proposals may be withdrawn by written notice prior to the submittal deadline. Corrections may be made to proposals submitted if prior to the submittal deadline.

**N. Duplicate Proposals**

The City will only accept one (1) Proposal per Respondent, including its subsidiaries, affiliated companies, organizations, or franchises. If multiple Proposals are received from the same Respondent, all proposals from the Respondent will be rejected. Multiple proposals indicate proposals that differ in substance, not the required copies of the proposal.

**O. Proposal Terms and Requirements**

Proposals must be signed in ink by an official authorized to bind the Respondent to its provision for at least a period of sixty (60) days from the date this RFP is due. Failure of the successful Respondent to accept the obligation of the contract may result in the cancelation of an award.

**P. Contract**

Respondents selected to do business with the City of Bethel will be required to execute the City's standard Professional Services Agreement with the City (a sample agreement is included with this RFP as Attachment D). Those who wish to submit a proposal to the City are required to carefully review the Professional Services Agreement. Respondents should specifically note that the insurance requirements under a City contract are listed in Section 27 of the sample contract. **Any requests to revise, amend, or change** the language of either the Professional Services Agreement or the insurance requirements must be stated in writing in the proposal.

**Q. Contract Commencement.**

Commencement of a contract shall not begin until all necessary documents are received and reviewed; and all City approvals have been completed, including City Council approval. Commencement of a contract without these requirements will be at the Respondent's sole risk and not compensated by the City.

**III CITY'S RESERVATION OF RIGHTS**

The City reserves the right to reject any and all proposal, to waive or not waive informalities or irregularities in the response procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the City to be in the best interest of the City. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response, shall be documented and included as part of the final contract.

The City reserves the right to accept any Proposal or alternative Proposal proposed in whole or in part, to reject all Proposals or alternative Proposals in whole or in part and to waive any irregularity and/or informalities in any Proposal and to make the award in any manner deemed in the best interest of the City.

The City reserves the right not to consider any Proposal which it determines to be unresponsive and/or deficient in any of the information requested within the RFP.

The City reserves the right to determine whether the scope of the services will be entirely as described in the Proposal, a portion of the scope, or that a revised scope be implemented.

All proposals become the property of the City of Bethel, whether awarded or rejected.

The accepting and opening of a proposal document does not constitute the City's acceptance of the Respondent as a responsive and responsible Offeror. By accepting and opening of a proposal, the City presumes the Respondents are familiar with the procurement documents and agree and understand all requirements in this document.

The selected Respondent will be required to provide the City an IRS form W-9.

The City is tax exempt from all taxes. The Respondent, if awarded a contract for this work, shall be responsible for all taxes that may be applicable to this work.

**A. Discussion.**

Discussion with Proposers may commence after the opening of all proposals to further clarify and or assure full understanding of solicitation requirements.

**B. Public Disclosure.**

All information in Respondent's Proposal is subjected to disclosure under the provisions of Alaska's Public Records Laws (AS 40.25.100 et seq.) and corresponding provisions of the Bethel

Municipal Code (BMC § 2.40). These laws and ordinances also provide for the complete disclosure of contracts and attachments thereto except as expressly exempted under Law.

**C. Confidentiality and Proprietary Information.**

If any information is proprietary, an original shall be delivered, which is clearly marked PROPRIETARY, and an additional copy shall be submitted omitting the proprietary information for City use. The copy containing proprietary information will be solely for City use and then disposed of after a contract is issued. The omitted copy will remain on file and part of the RFP documents for future use or records requests. If the City disagrees that information marked “proprietary” is actually confidential or proprietary, the City shall give written notice of the disagreement to the Proposer and will provide the Proposer an opportunity to justify why the item is proprietary or confidential.

**D. Cost Liability.**

The City of Bethel assumes no responsibility or liability for costs incurred by a Respondent prior to execution of a Professional Services Agreement. By submitting a Proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the proposal.

**IV. SCOPE OF SERVICES**

**A. Equipment Specifications:**

The following capabilities are a minimum for the completion of this work by a remotely operated vehicle (ROV). Any ROV being proposed for this project shall meet these requirements:

1. ROV shall be dedicated for potable water use only. The Respondent shall provide a letter of certification stating that the ROV to be used is dedicated to potable water inspections.
2. ROV shall contain no liquids that will contaminate the water. Any thruster seal fluid must be a food grade product.
3. ROV must be capable of abrading the underwater surfaces to clean off corrosion products and loose concrete.
4. ROV must be able to measure sediment depths on tank floor.
5. ROV must have a macro zoom camera capable of extreme close up inspection and long distance inspection of above water surfaces.
6. ROV must be capable of taking ultrasonic metal thickness readings on the floor and walls.

All equipment entering the water must be disinfected in accordance with AWWA C652-02 standard for potable water tank diving and disinfection of equipment.

**B. In Service Tank Cleaning:**

Removal of accumulated bottom sediments. Sediment must be captured and any discharged



water shall be de-chlorinated. In service cleaning shall be performed by the Contractor prior to the inspection.

**C. In Service Tank Inspection:**

The Contractor will perform comprehensive internal and external inspections that will review structural, sanitary, security, and installed coating conditions. A report will be provided to the City based on water tank inspection criteria referencing applicable OSHA, EPA, AWWA, and NFPA requirements.

Minimum items to be provided on the report and examined by the Contractor will be ladders, shell, roof, vents, manways, welds, seams, foundations, anchors, safety systems, hatches, and external overflow and piping. In addition, the following items shall be inspected on each tank:

1. Condition of concrete or steel on the interior includes; approximate percent of cracking, corrosion, type of failure and locations of concentrated spalling.
2. Corrosion of any exposed reinforcing materials.
3. Condition of membrane covers, including flexibility and UV damage.
4. OSHA safety compliance of tank ladders and hatches.
5. Sanitary conditions of tank hatches, vents, and other penetrations.
6. Measurement of bottom sediment depths in at least four (4) locations.
7. Collect a sample of the bottom sediment for analysis by the City.
8. Percentage of coating failure and corrosion on all coated surfaces.
9. Test adhesion of exterior coatings as per ASTM D3359.
10. Measure Dry Film Thickness of Exterior Coating.
11. Condition and operation of cathodic protection systems.
12. Condition of foundation and anchors.
13. Collect internal and external paint samples for metals analysis.
14. Elevated tanks are inspected for signs or instability or shifting by observing the tower posts, tension rods, and riser pipe.
15. All fasteners, such as cotter pins, anchor bolts, and turn-buckles, are inspected for corrosion or signs of failure.

The Respondent shall provide a high quality color DVD video inspection of 100% of all underwater internal surfaces, including the roof, through real-time closed circuit TV. The video from the underwater camera shall be narrated on-site by at least a NACE Level II Coating Inspector. The inspector shall be able to remove coatings and corrosion products on the internal submerged surfaces for direct examination of metal loss, pit depth, and coating failure.

**D. Underwater Operations:**

All dive technicians and equipment that is used in the tank will be fully disinfected prior to accessing the tank in accordance with AWWA Standard C652-02. All entries will be conducted in accordance with applicable OSHA regulations pertaining to diving and confined space; including 1910.401 through 1910.441.

#### **E. Tasks, Deliverables & Schedule**

The Contractor will provide the City with a written report as well as a narrated color DVD video for each tank inspected and cleaned. Each report will include inspection findings documented through video and/or still pictures including immediate needs, condition of internal and exterior tank components, and any recommend repairs or changes in existing maintenance program. The report shall be prepared by a NACE Certified Coating Inspector and stamped by a Registered Professional Engineer. The written report will contain at least twenty (20) color photographs from both interior and exterior surfaces. The report will summarize the inspections findings and must contain detailed recommendations for any safety, sanitary or rehabilitation requirements along with estimated costs. The successful contractor shall supply two (2) copies of the report, CD or the photographs and one (1) fully narrated color DVD of the internal inspection within sixty (60) days of inspection and cleaning date.

#### **F. Performance Requirements/Acceptance Criteria**

Sediment will be thoroughly removed from the floor of each tank. Each tank will be inspected both internally and externally and video documentation will record the condition of all tank infrastructures. Written report will be supplied documenting any findings and summarizing the overall condition of each tank. Acceptance criteria for the cleaning, inspection, and written report is defined below:

1. **Tank Cleaning**: Sediment will be thoroughly removed from the floor of each scheduled tank. Sediment will be pumped out of the tank and captured in a sediment bag. All water released will be de-chlorinated and BMP's must be set up to minimize erosion. Assigned Water distribution personnel will review video of the tank before contractor leaves the site to determine the majority of the sediment has been removed.
2. **Tank Inspection**: Video documentation will be used to inspect all major tank items as identified in the "In Service Tank Inspection" section above. Video must be narrated and clear enough to see the inspection items.
3. **Written Report**: Must be prepared by a NACE Certified Coating Inspector and stamped by a Registered Professional Engineer (P.E.). The written report will contain a minimum of twenty (20) color photographs from both interior and exterior surfaces. The report will summarize the inspections findings and must contain detailed recommendations for any safety, sanitary or rehabilitation requirements along with estimated costs.

#### **G. Access to Tanks:**

Cleaning of tanks must be done while water plants continue to operate. All methods, equipment, supplies, and materials must be safe for the potable water and tank holding the water.

## V. SCORING

Respondents should organize Proposals into the following Sections:

- A. Cover Letter
- B. Project Narrative
- C. Professional Qualifications
- D. Additional Information
- E. Fee Proposal (include in a separate sealed envelope)
- F. Authorized Negotiator
- G. Appendices

The following Section describes the elements that should be included in each of these proposal sections and the weighted point system that will be used for evaluation of the proposals.

### **A. Cover Letter (Maximum 5 Points)**

The Proposal must contain a cover letter signed in ink by an authorized representative of the Respondent's company. The cover letter should summarize the firm's understanding of the scope of work and key elements of the proposal. The letter must stipulate that the proposal price will be valid for a period of at least sixty (60) days following the closing date of the Request for Proposals. Indicate the address and telephone number of the Proposer's office from which the project will be managed.

### **B. Project Narrative (Maximum 45 Points as Outlined Per Category Below)**

Provide a detailed narrative for the approach and methodology to be used to accomplish the Scope of Work of this RFP. Proposals should include a detailed description of how Respondent will perform tasks and complete deliverables.

#### **1. Process (Maximum 20 Points)**

- (a) Describe the process of how the equipment captures sediment.
- (b) Describe the entire process for accomplishing the tasks set out in this RFP.
- (c) Provide your methodology for disinfecting the equipment and preventing water contamination.
- (d) Describe your firm's partnering approach on this project.
- (e) Provide your firm's process for cleaning the tank.
- (f) Summarize the engineering support that will be provided for tank evaluations and structural analysis.
- (g) Describe your water de-chlorination process.
- (h) Provide your Best Management Practices (BMP's) to control the flow of water.
- (i) List resources needed to complete the potable water tank cleaning and inspection services, including emergencies.
- (j) Describe how the firm or individual will demonstrate the results of the work – prove the tanks were cleaned and sediment removed.

- (k) Recommend additional or alternate services that would be more efficient or cost-effective and would accomplish the City's goals of not only cleaning the tanks, but also maximizing the life expectancy and safety of the tanks.

This narrative should include the number of employees, number of supervisors (or equivalent), how assignments will be accomplished, etc.

**2. Schedule (Maximum 10 Points)**

Provide a timeline for implementation from contract award through contract completion. Confirm ability to meet the timeline proposed.

**3. Equipment (Maximum 15 Points)**

Identify any equipment to be used in support of this project. Provide a narrative showing that the equipment your firm is proposing meets each of the requirements set out in Section IV(A) [Scope of Services] above.

**4. City Requirements (no score)**

Describe anything City must do to ensure Respondent completes this project.

**C. Qualifications Statement (Maximum 30 Points as outlined per Category below)**

**1. Company and Personnel Experience (Maximum 10 Points)**

Summarize company personnel experience as it relates to proposed project. Include:

- (a) Assigned personnel experience and background.
- (b) Company experience and background.
- (c) Qualifications, licenses, certifications (e.g., NACE II, Coating Certification).

**2. Inspection Qualifications (Maximum 10 Points)**

The Respondent shall meet the following minimum qualifications:

- (a) Conducted at least sixty (60) inspections of potable water tanks using similar methods.
- (b) National Association of Corrosion Engineers (NACE) Certified Coatings Inspector.
- (c) Inspector must have at least two (2) years of water tank inspection experience and NACE II Coating Certification.
- (d) Experience with the preparation of specifications for tank rehabilitation.
- (e) The proposal shall contain project references for at least five (5) recent projects and the résumé of the field inspector and report preparer. Reports must be prepared by a NACE Certified Coating Inspector.

**3. Staff Resumes (Maximum 5 Points)**

Provide résumés of specific staff members who will be assigned to the project, indicating all responsibility towards the project. Include the person who will manage the project, contract contacts, technicians, and others.

#### **4. Relevant References (Maximum 5 Points)**

Provide a description of three (3) projects managed in the last three (3) years, which are similar in scope to this project. Include the name of the company, point of contact, address, telephone number, and a description of the work performed. Also provide the safety record for projects listed above.

#### **D. Additional Information (not scored)**

Provide any additional information applicable to this project that might be valuable in assessing the proposal.

#### **E. Fee Proposal (Maximum 20 Points)**

**Fee proposals shall be submitted in a single separate sealed envelope with the proposal. Any proposal not complying with this requirement may be subject to disqualification. For emailed proposals – fees should be emailed separate from the proposal.**

Fee proposals are to include the names, title, hourly rates, overhead factors, and any other details anticipated to meet the needs of the City, including those of other firms, and all supporting positions and rates. Include all costs associated with the provision of services, such as travel costs to Bethel, per diem, lodging, mobilization and demobilization, etc. Submit any payment discount structure that may be available such as for early payment.

#### **F. Authorized Negotiator**

Include the name and phone number of persons(s) in your organization authorized to negotiate the Scope of Work with the City.

#### **G. Appendices**

Appendix A (Signatures and Verification Page) must be completed and returned with the proposal.

#### **H. Proposal Evaluation**

The selection process will proceed on the following schedule.

1. Proposals will be received by the City of Bethel.
2. A Selection Committee comprised of City staff will review the submitted proposals (minus the fees), rank them according to the identified evaluation criteria, and make a selection.
3. The Purchasing Agent will tabulate the points for fees as set out in Section V(I).
4. The Purchasing Agent may contact references to verify material submitted by the Respondents.
5. The Purchasing Agent will negotiate a final scope and fee with the top ranked Respondent. In the event the negotiations are not successful, the City reserves the right to enter into negotiations with other ranked Respondents.
6. City staff will present a recommendation to the City Council to enter into a professional service agreement with the selected firm. Award of the contract is subject to approval by the City Manager after approval by the City Council.

The City reserves the right to not consider any proposal, which is determined to be unresponsive and deficient in any of the information requested for evaluation. The City also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

#### **I. Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section V.

#### **J. Formula Used to Convert Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost (fees). The point allocations for cost on the other proposals will be determined using the formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

#### **Example A: Fees = 40 points**

Offeror 1: \$40,000

Offeror 2: \$42,750

Offeror 3: 47,500

Offeror #1 receives 40 points (lowest fee receives maximum points).

Offeror #2 receives 37.4 points

$$[(\$40,000 \times 40)] = 1,600,000 \div \$42,750 = 37.4$$

Offeror #3 receives 33.7 points

$$[\$40,000 \times 40] = 1,600,000 \div \$47,500 = 33.7$$

## **VI APPENDICES**

Attachment A – Tank Schematic

Attachment B – Description of Tank

Attachment C – Signature and Verification Page

Attachment D – Draft Professional Services Contract

**Attachment C**

**SIGNATURE AND VERIFICATION**

By signing below, I hereby acknowledge the following:

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

**Acknowledgement of Receipt of Addenda**

My signature below indicates I am aware that addenda may be posted on the City website ([www.cityofbethel.org/DoingBusiness](http://www.cityofbethel.org/DoingBusiness)) during the period which the Proposal is pending and that it was my sole responsibility to review and become familiar with all posted addenda.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Where did you hear about this RFP?**

ADN

City of Bethel Website

Plans Room

Other \_\_\_\_\_

**Attachment D**

**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**WATER TANK CLEANING SERVICES**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of October 2017, by and between the CITY OF BETHEL and \_\_\_\_\_.

**Section 01 Definition**

In this Agreement:

- A. The term "City" means the City of Bethel.
- B. The term "Contractor" means \_\_\_\_\_.
- C. The term "Manager" means the manager of the City of Bethel or their authorized representative.

**Section 02 Engagement of Consultant**

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

**Section 03 Scope of Services**

Contractor shall furnish all labor, materials, and equipment to complete the project set out in the Request for Proposals, which is made a part hereof by reference.

The work (hereinafter called the "Project") will be bound by the specifications referenced in the Request for Proposals (RFP) as specified by the City, the Proposal of the Contractor, Drawings, Notice of Award and Notice to Proceed, collectively referred to as the Contract Documents, all of which are incorporated herein by reference and on file in the Legal Department. To the extent that this Agreement conflicts in any way with a proposed form agreement which may have been submitted as part of the RFP specifications, this Agreement shall control.

Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project.

If any of the work performed by the Contractor in any phase of the Project does not meet City standards as outlined in the RFP documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

**Section 04 Personnel**

Personnel shall be limited to employees of \_\_\_\_\_.



**Section 05 Subcontractors**

No part of this Agreement shall be subcontracted by the Contractor without the express prior written approval of the City. The Contractor shall be fully responsible to the City for any acts and/or omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

**Section 06 Safety and Precaution of the Work**

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including structures and utilities. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and users if necessary.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all debris, equipment and material.

**Section 07 Term of Engagement**

The work on this Project shall commence on \_\_\_\_\_ and shall be completed no later than \_\_\_\_\_.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted, the Contractor agrees to pay the City **One Hundred (\$100) Dollars** \_\_\_\_\_ (Contractor initials) which the parties believe, due to the difficulty of actually assessing the damages, the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided herein are reasonable and fair, and are not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

**Section 08 Compensation**

City shall pay Contractor the total sum of \_\_\_\_\_ (Contract Amount) for all work and materials expended to complete the Project, which shall include the cost of all bonds,

insurance, and all charges, fees, permits, expenses or assessments of whatever kind or character that are or may be necessary to complete this Project including any additive alternates listed within the Scope of Work described in Section 03 above.

**Section 09 Method and Time of Payment**

The City shall pay for services provided hereunder according to and in aggregate amount not to exceed the Contract Amount and only upon Contractor's request for payment via detailed invoice.

The City shall make payment within thirty (30) days of receipt of the invoice. All invoices must be submitted in duplicate and addressed as follows:

City of Bethel  
Attn: City Manager  
PO Box 1388  
Bethel AK 99559-1388

No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or in part from the Contractor for non-compliance with the provisions of this Agreement.

**Section 10 Termination of Agreement for Cause**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (05) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Contractor under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Contractor shall be entitled to receive compensation in accordance with the payment provisions of this Agreement only for work completed to the City's satisfaction in accordance with the specifications of the RFP and the other terms of this Agreement.

The following events shall constitute a material breach:

- A. Contractor or Subcontractor substantial violation of any of the provisions of this Agreement;
- B. Contractor's substantial failure to perform any part of this Agreement;
- C. Contractor repeatedly failing or becoming unable to perform the services under this Agreement as required, or substantially failing to provide services under this Agreement for a period of seventy-two (72) hours after commencement;
- D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall

suffer, voluntarily or involuntarily, the entry of an order by any court or government authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 USC 101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains un-dismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains un-dismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing.

#### **Section 11 Causes Beyond Control**

In the event the Contractor is prevented by a cause or causes beyond control of the Contractor from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Contractor liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Contractor shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Contractor and which prevent the performance of the Contractor: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Contractor from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Contractor and would not prevent another Contractor from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Contractor. The City will determine whether the event preventing the Contractor from performing is a cause beyond the Contractor's control.

#### **Section 12 Modifications**

- A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.
- B. It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Contractor to agree to modification in the scope of

services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the City.

### **Section 13 Equal Employment Opportunity**

The City is an equal opportunity employer.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.
- B. The Contractor shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 12(A) for applicants for employment and employees as the City may require.

### **Section 14 Interest of Members of City and Others**

No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

### **Section 15 Assignability**

- A. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the

Contractor shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Contractor.

- B. The Contractor shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

**Section 16 Interest of Contractor**

The Contractor covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

**Section 17 Findings Confidential**

To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**Section 18 Publication, Reproduction and Use of Materials**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**Section 19 Audits and Inspections**

At any time during normal business hours and as often as the City or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

**Section 20 Jurisdiction; Choice of Law**

Any civil action arising from this Agreement shall be brought in the Superior Court for the Fourth Judicial District of the State of Alaska at Bethel. The law of the State of Alaska shall govern the rights and obligations of the parties.

**Section 21 Non-Waiver**

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

**Section 22 Permits, Laws and Taxes**

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Agreement.

**Section 23 Relationship of the Parties**

The Contractor shall perform its obligations hereunder as an independent Contractor of the City. The City may administer this Agreement and monitor the Contractor’s compliance with this Agreement but shall not supervise or otherwise direct the Contractor except to provide recommendations and to provide approvals pursuant to this Agreement.

**Section 24 Agreement Administration**

- A. The City Manager, or their designee, will be the representative of the City administering this Agreement.
- B. The services to be furnished by the Contractor shall be administered, supervised, and directed by Bill Arnold, Public Works Director. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Contractor shall appoint a successor in interest subject to a written approval of the City of Bethel.

**Section 25 Integration**

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

- 1. Request for Proposal for Water Tank Cleaning Services
- 2. Proposal Submitted by \_\_\_\_\_
- 3. Fee Proposal submitted by \_\_\_\_\_

**Section 26 Defense and Indemnification**

The Contractor clearly and unequivocally agrees to indemnify, hold harmless, and defend the City from and against any claim of, or liability for wrongful or negligent acts, errors or omissions of the Contractor under this Agreement, including, but not limited to, costs, attorneys’ fees, expenses and claims. The Contractor shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “City,” as used within this article, include the employees, agents and other Contractors/contractors who are directly responsible, respectively, to each. The term

“independent negligence” is negligence other than in the City’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work. The indemnification obligation under this Agreement shall not be limited in any way by any restriction on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under any worker’s compensation act, disability benefit act, or other employee benefit act. Entitlement to recovery of costs, attorneys’ fees and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith by the City.

**Section 27 Interpretation and Enforcement**

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

**Section 28 Insurance**

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or surplus lines insurers approved by City, such insurance as will protect the Contractor from claims set forth below and others, which may arise out of or as a result from the Contractor’s operations under this Agreement, whether such operations are by the Contractor or by a sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Restrictions, conditions or exclusions contained in the insurance policies shall not reduce the obligations of the Contractor under this Agreement.

- a. Claims under worker’s compensation, employers liability, disability benefits, and other similar employee benefit acts which are applicable to the work to be performed under this Agreement.

Claims for damages because of bodily injury, mental anguish, sickness, disease or death of any person other than the Contractor’s employees.

Claims for damages insured by usual personal injury liability insurance coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person or entity.

Claims for damages, other than to the product supplied, or to the services performed, itself because of damage to or destruction of tangible property, including loss of use resulting therefrom.

Claims for damages because of bodily injury, including death of a person, or damage to property arising out of the ownership, maintenance or use of any motor vehicle.

Claims involving the Contractor's Contractual obligations and assumption of liability under this Agreement.

Liability insurance shall include at a minimum, all major divisions of coverage and be on a commercial general liability form including:

- Premises/Operations Liability
- Products/Completed Operations Liability
- Personal/Advertising Injury Liability
- Fire Damage Liability
- Medical Payments
- Professional (Errors & Omissions) Liability (may be a separate policy)

b. The insurance required in II including subsection (a.), shall be written for not less than the limits listed in (c.) below or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence, or a claims-made basis, shall be maintained without interruption from the date of commencement of the work to the date of final payment, or termination of any insurance required to be maintained after final payment.

c. The insurance required in II including subsection (a.) shall be written for not less than the following limits:

1. Worker's Compensation Insurance:

Statutory Requirements of the State of Alaska, and Employer Liability Insurance limits of:

- \$500,000.00 each accident.
- \$500,000.00 disease each employee.
- \$500,000.00 disease policy limit.

2. Commercial General Liability Insurance: Form CG0001 04/13 or equivalent.

- \$1,000,000.00 Combined Single Limit of Liability per Occurrence
- \$1,000,000.00 Personal/Advertising Injury Limit of Liability per Occurrence
- \$2,000,000.00 Annual General Aggregate Limit of Liability
- \$2,000,000.00 Annual Products/Completed Operations Aggregate Limit of Liability
- \$100,000.00 Fire Damage Limit of Liability Any One Fire
- \$5,000.00 Medical Payment Limit Any One Person

3. Commercial Automobile Liability Insurance: Form CA0001 03/10 or equivalent.  
\$1,000,000.00 Combined Single Limit of Liability per Accident for all Owned, Hired, and Non-Owned Vehicles.

4. Professional (Errors & Omissions) Liability Insurance:



\$1,000,000.00 Limit of Liability per Claim.  
\$2,000,000.00 Limit of Liability Annual Aggregate for all Claims.

Retroactive date: Prior to effective date of contract.

Effective date: Prior to effective date of contract, and for at least 24 months after completion of contract.

- d. Worker's compensation insurance and employers liability insurance shall be in compliance with the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees. The worker's compensation insurance and employers liability insurance shall contain a waiver of subrogation provision in favor of Bethel.
- e. The commercial general liability insurance shall name Bethel as an additional insured as respects this contract.
- f. Contractor's required insurance is subject to review and adjustment by Bethel, who may require reasonable changes in the amounts and types of insurance based upon changes of risk. Contractor shall be provided a written explanation for any such changes.
- g. Certificates of insurance acceptable to Bethel shall be filed with Bethel prior to the commencement of the beginning of any services by the Contractor. These certificates and the insurance policies shall contain a provision that the policy shall not be canceled until prior written notice has been sent to the insured (Contractor).

If any of the insurance policies required above are canceled for any reason, the Contractor shall provide immediate notice to Bethel of the cancellation and either provide: evidence of replacement or notice of reinstatement. Immediately in this section means within five (5) business days of receipt of cancellation by the Contractor.

Failure to maintain these insurance provisions required of the Contractor or failure to immediately notify Bethel of cancellation shall be considered a material breach of this contract by the Contractor, subject to termination provisions of this contract.

Immediate notice described above shall be by confirmed delivery to the following location:

City of Bethel  
Attn: Finance Director  
P.O. Box 1388  
Bethel, AK 99559

**Section 29 Severability**

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

**Section 30 Understanding**

The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

**Section 31 Notices**

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City: City of Bethel  
Attn: Legal Department  
PO Box 1388  
Bethel AK 99559-1388

Contractor:

**Section 32 Engineers' Violations of Tax Obligations**

- A. Any Contractor in arrears on a City obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City of the delinquency.
- B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that the Contractor whether the amounts owed are in the name of the Contractor as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by regular mail.
- C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an Agreement between the City and the same.

CITY OF BETHEL

[CONTRACTOR]

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Peter A. Williams  
City Manager

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By:  
Title: