



# CITY OF NORTH POLE *Alaska*

**TUESDAY, FEBRUARY 21, 2017**  
**WORKSESSION – STRATEGIC PLANNING DRAFT**  
**5:00 P.M. – 6:30 P.M.**  
**COMMITTEE OF THE WHOLE – 6:30 P.M.**  
**REGULAR CITY COUNCIL MEETING -7:00 P.M.**

**MAYOR**

Bryce Ward – Borough Rep  
888-4444

**CITY CLERK**

Kathy Weber, MMC  
488-8583

**COUNCIL MEMBERS**

Kevin McCarthy- Alt Dep Mayor Pro Tem	590-0800
Avery Thompson	388-5351
David Skippis	750-5106
Santa Claus	388-3836
Thomas McGhee – Mayor Pro Tem	455-0010
Doug Isaacson - Deputy Mayor Pro Tem	322-3133

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance to the US Flag**
3. **Invocation**
4. **Approval of the Agenda**
5. **Approval of the Minutes**
6. **Communications from the Mayor**
  - **Students of the Month**  
Brady Brooks – NPHS, January  
Linda Anderson – NPMS, February
7. **Council Member Questions of the Mayor**
8. **Communications from Department Heads, Borough Representative and the City Clerk**
9. **Ongoing Projects Report**

## **10. Citizens Comments (Limited to Five (5) minutes per Citizen)**

### **11. Old Business**

- a. Ordinance 17-03, An Ordinance of the City of North Pole, Alaska to amend Chapter 8.04, Nuisances.
- b. Ordinance 17-04, An Ordinance of the City of North Pole, Alaska to amend 2017 Budget by transferring \$148,160 to the Mixing Zone Compliance Project for amendment #4 to the professional services agreement with Stantec Consulting Services, Inc.
- c. Ordinance 17-05, An Ordinance of the City of North Pole, Alaska to amend 2017 Budget by transferring \$17,000 from the general fund to replace the boiler at the Public Works shop.
- d. Ordinance 17-06, An Ordinance of the City of North Pole, Alaska to amend the 2017 Budget by accepting the Bryne Jag Grant and adjusting the Police Department Budget.

### **12. New Business**

- a. Request from Burkhart Dental Supply Co. to change sales tax filing status from monthly to quarterly.
- b. Request from Amerigas Propane Parts & Service to change filing status from monthly to quarterly.
- c. Request from Verizon Select Services to change sales tax filing status from monthly to annual.
- d. Recommendation to accept Long building Technologies Bid Proposal for City Facilities Access Control Project – IFB 17-01
- e. Resolution 17-02, a Resolution of the North Pole City Council in support of legislation to facilitate implementation of an Alaska Ground Emergency Medical Transport supplemental reimbursement program in Alaska

## **13. Council Comments**

## **14. Adjournment**

*The City of North Pole will provide an interpreter at City Council meetings for hearing impaired individuals. The City does require at least 48 hours' notice to arrange for this service. All such requests are subject to the availability of an interpreter. All City Council meetings are recorded on CD. These CD's are available for listening or duplication at the City Clerk's Office during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. or can be purchased for \$10.00 per CD. The City Clerk's Office is located in City Hall, 125 Snowman Lane, North Pole, Alaska.*



**Committee of the Whole – 6:30 P.M.  
Regular City Council Meeting – 7:00 P.M.**

A regular meeting of the North Pole City Council was held on Monday, February 6, 2017 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

**CALL TO ORDER/ROLL CALL**

Mayor Ward called the regular City Council meeting of Monday, February 6, 2017 to order at 7:00 p.m.

***There were present:***

**Mr. McCarthy** – Alt Dep Mayor Pro Tem

**Mr. Isaacson** - Deputy Mayor Pro Tem

**Mr. Thompson**

**Mr. McGhee** - Mayor Pro Tem

**Mr. Claus**

**Mr. Skipps**

**Mayor Ward** – Borough Rep

***Absent/Excused***

**Excused**

**PLEDGE OF ALLEGIANCE TO THE U.S. FLAG**

Led by Mayor Ward

**INVOCATION**

Invocation was given by Mr. McGhee

**APPROVAL OF AGENDA**

**Mr. McGhee** *moved to approve the agenda of February 6, 2017*

**Seconded by Mr. Isaacson**

**DISCUSSION**

None

**Mr. McGhee** *moved to consent the following items under Old Business*

- a. Ordinance 17-01, An Ordinance of the City of North Pole, Alaska to amend Title 4, Revenue and Finance, by creating 4.03, Budget Procedures

- b. Ordinance 17-02, An Ordinance of the City of North Pole, Alaska to amend Title 4, Revenue and Finance, chapter 08, sales tax, by deleting Marijuana taxation

**And the following in New Business**

- a. Ordinance 17-03, An Ordinance of the City of North Pole, Alaska to amend Chapter 8.04, Nuisances.
- b. Ordinance 17-04, An Ordinance of the City of North Pole, Alaska to amend 2017 Budget by transferring \$148,160 to the Mixing Zone Compliance Project for amendment #4 to the professional services agreement with Stantec Consulting Services, Inc.
- c. Ordinance 17-05, An Ordinance of the City of North Pole, Alaska to amend the 2017 Budget by transferring \$17,000 from the general fund to replace the boiler at the Public Works shop.
- d. Ordinance 17-06, An Ordinance of the City of North Pole, Alaska to amend the 2017 Budget by accepting the Bryne Jag Grant and adjusting the Police Department Budget.
- e. Resolution 17-01, A Resolution of the City of North Pole, Alaska supporting and encouraging renewable energy sources by enhancing policies that equally supports private and public ventures and encourages system efficiencies.

**Seconded by Mr. Isaacson**

***On the amendment***

**Discussion**

None

**PASSED**

Yes: 6– McGhee, McCarthy, Claus, Isaacson, Skipps Mayor Ward

No: 0

Absent: 1 - Thompson

***On the Agenda as amended***

**Discussion**

None

**PASSED**

Yes: 6– McGhee, McCarthy, Claus, Isaacson, Skipps Mayor Ward

No: 0

Absent: 1 – Thompson

**APPROVAL OF MINUTES**

**Mr. McGhee *moved to* approve the Minutes of January 17, 2017 & the Minutes of January 30, 2017**

**Seconded by Mr. Isaacson**

**Discussion**

None

**PASSED**

Yes: 6– McGhee, McCarthy, Claus, Isaacson, Skipps Mayor Ward

No: 0

Absent: 1 - Thompson

**COMMUNICATIONS FROM THE MAYOR**

- The Alaska DEC is starting a saturation study of the North Pole area to determine if the North Star Fire Station Air Quality Monitor on Hurst is representative of the area. The DEC is looking for 10 people- properties who would be able to provide a place for the monitors to be placed and a 120-volt outlet to power the equipment. Unfortunately, the locations are pretty specific so they will be contacting residents to ask permission to locate the monitors. For more information please contact Barbara Trost with DEC at [Barbara.trost@alaska.gov](mailto:Barbara.trost@alaska.gov)
- I will begin working on establishing a schedule of violations for the City code and would like to form either a committee or workgroup of the council to develop the framework. Up to three Council members (including myself) would be able to work together if there is insufficient interest in forming a committee. Please let me know if you are interested.
- City staff and the mayor will be meeting with the Borough in February to discuss how the city and the borough can work together better for emergency management. Ideas and possible agreements will be discussed in the future.
- FEDC and Eielson AFB are working to put together a housing summit on March 9<sup>th</sup> that will go over the estimated need and demand for housing units and the approximate area

those houses would need to be built in order to serve the incoming units at Eielson AFB. There are also tentative plans to have a session at the IABA Home Show at the end of March and a follow up meeting in April. These meetings would be targeted toward realtors, contractors, developers and entrepreneurs looking at this opportunity.

- I was able to attend the 354<sup>th</sup> FW annual awards banquet this last week and congratulate our stellar airmen and women. The theme was the academy awards and the committee did a great job putting it on.
- I will be traveling to Juneau on February 21<sup>st</sup> with Councilman Isaacson for the Juneau AML and look forward to having frank and productive conversations with our legislators. I will be finalizing our legislative packet this next week and it will go on the website for download.

### **COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK**

#### **Police Dept., Chief Dutra**

- Hired a new employee – enormous amount of time.
- Vehicle fleet inspection was completed
- IFB #2 is now out and bids are the 14<sup>th</sup> ready for approval at next meeting
- Guys read at Tikasuk Brown and North Pole Elementary
- Bid for IT Server backup working on pricing negotiations
- Fire Hectors Investigation continuing with Det. Gibson and SOA. Secure site for 24 hrs.
- Qualifications for department next week
- Hazmat/blood borne training occurring
- Signed another ICAC agreement for 2016-2017
- Sent new agreement to Corps of Engineers for pre-approval
- Memorial Park – raffle tickets are available on Facebook, advise if you would like to help. We have 3 applicants for park plaques. Bill Butler and I met with Atta Boy Awards for plaques and bronze busts.

#### **Council comments**

McGhee asked if he was still pleased with the evaluation of SB-91.

Dutra – He said he was happy with the progress but they have not moved much on it. There is a new bill that has been introduced and he will request the Council to oppose.

Isaacson – He states that he heard that crime is up around the state but asks Dutra why he the assist other agencies are down.

Dutra – responded that he does not know why they are down.

Claus – states that SB-91 in his opinion was poorly thought out and wonders about the new legislation previously mentioned that corrects different parts of the SB-91.

Dutra – states that he does not have the information in front of him but there are changes of conditions of release and will get more information on other things as well.

**Fire Dept., Chief Coon**

I will be out of town all week attending the Leadership Summit in Juneau and meeting with representatives.

AJ Hamlin has been hired to fill our vacant lieutenant position. AJ comes to us with over 12 years of firefighting experience and his shift will be on the 20th. NPFDF is now fully staffed. NPFDF responded to Hectors Welding at 0421 hrs. 25th of January. This call initially came in as a vehicle fire but was upgraded to a building fire by Police Officer J. McBroom. Six members of the NPFDF responded on the first alarm (4 paid and 2 live-ins). Captain Haywood arrived on scene and called for assistance from the North Star Volunteer Fire Department, Fairbanks Fire Department and Fort Wainwright Fire Department. Ten additional members of the NPFDF responded from home to assist with the incident (8 paid and 2 volunteers). Additional assistance was received by the American Red Cross and North Pole Public Works.

First arriving crews established water supply from the hydrant across Finell Street and began a defensive operation. This fire was extinguished and significant building contents saved due in no small part to:

- Heroic efforts of the property owners who arrived on scene at nearly the same time of the fire department and drove out several pieces of heavy equipment. The property owner then assisted the Fire crews by opening up the building overhead doors with a front-end loader so water could reach the fire. The owners remained on scene and gave vital information to the Incident commander throughout the fire.
- A municipal water supply that has strategic hydrant placement and that allowed the fire department to flow large quantities of water (approximately 400,000 gallons).
- The use of an elevated master stream (Platform 21).
- A fire department that was located in close proximity to the fire building allowing for a quick response.
- A mutual aid agreement that brought three additional fire engines with 13 trained Firefighters to assist us with this large commercial building.
- Volunteers and off duty members that responded from home to help save the structure.

The State Fire Marshall was contacted to assist with the fire investigation. The cause of the fire is not known at this time.

### **COUNCIL COMMENTS**

Mr. Isaacson asked about the ladder truck going through more fuel than anticipated.

Dep. Chief Heineken stated that they always learn something on every call they do and always anticipate and come to expect. We were not in any kind of fuel crisis. We do fuel checks but sometimes fuel needs to be brought in if they are getting low on fuel for larger fires. Tom from public works came in matter of minutes, bringing us more fuel.

### **Finance, Tricia Fogarty**

- I had an analysis done on our credit card fees for the last quarter of 2016 by Xpress Bill Pay. We are currently using Bank of America Merchant Services. We usually have a monthly fee of about 2,500.00. If we switch to Chase the City could see savings of 1,200.00 per month most of the savings would be for the Utility Dept however most of the activity is Utility payments.
- Our Caselle program was updated. The update went very well, AlasConnect was in our office the next morning to make sure everyone was updated and all our programs were in working order.
- Garry Hutchinson suggested that we have a third party auditing firm, help us close our books for the audit. I contacted Cook & Haugerberg, the Mayor and I have an appointment with them on Wednesday morning.

### **COUNCIL COMMENTS**

Mayor Ward asked if Ms. Fogarty could mention the online Sales Tax.

Ms. Fogarty stated that soon folks will be able to go online, fill out sales tax forms as well as pay for them. The quote they received was \$6,500 and the Mayor was able to get the price down \$500. This would be very convenient for everyone. It would be hard to make any mistakes as the form would be all automated.

Mr. McGhee asked if a study has been done to see how the new exemption from \$20-50,000 borough taxes will affect the property tax income.

Ms. Fogarty stated that they have and they believe not many will be affected by this. The Mayor has also talked about maybe putting something in place so we would not accept that exception.

Mayor said he could talk about that at a later time.



**Director of City Services, Bill Butler**

**Building Department**

- No new projects have submitted permit applications to the Building Department.
- Beginning discussions with an engineering firm related to a rail and truck loading terminal on property adjacent the Flint Hills Terminal.
- Discussing permitting with a business planning to open a barbeque restaurant in the building formerly occupied by Grizzly's Pizza.
- A crepe restaurant is planning to open in the Town & Country Mall-no permitting required.
- A dental practice is planning construction in 2017 on the property adjacent to the dog park.

**Public Works**

- Snow removal continues to be a major effort for Public Works.
- A request is before the City Council this evening to amend the 2017 budget to replace the Public Works shop boiler.

**Utility Department**

- Keeping the Utility operating in cold weather consumes much of the staff's time.
- A request is before the City Council this evening to approve an amendment to the professional services agreement with Stantec, the engineering firm working on the sewer outfall project.
  - Amendment is intended to keep the project progressing forward—an expectation of ADEC Compliance Division.
  - Engineering work delayed due to thin ice and open water on the Tanana River that is preventing surveying of the river channel
  - Amended agreement would begin the process of acquiring the permits necessary to support construction.
  - The intention is to fund the work with the Alaska Clean Water fund loan approved by the voters in October 2016.
  - The loan still needs to be processed by ADEC. When approved, the loan document will be brought to the City Council for approval.
- Jamie Duncan and I are working on revisions to the Utility delinquent collection process.
  - The issues surrounding the Virginia Jones accounts highlighted problems with our process for collecting utility debt.
  - Considering possible ordinance and policy changes.
  - Goal is to prevent customer debt from growing overly large and streamlining the process.

### **Natural Gas Utility Board**

- Nothing new to report on IGU. There is a regularly scheduled board meeting tomorrow, Tuesday, February 7 starting at 4:00 PM.

### **COUNCIL COMMENTS**

Mr. McGhee thanked Bill for his help with the snowplowing.

### **Borough Representative**

- Animals Ordinance 2017-05 passed with amendments and institutes a section of code that was removed several years ago with some changes. Most substantial change was allowing for someone that has killed (incidental or intentionally) an animal to notify animal control instead of being required to track down the owner. The Ordinance also institutes fees for violations.

### **City Clerk's Office, Kathy Weber**

- None

### **CITIZEN ANNOUNCEMENT**

Abigail Conklin, Ridgepointe Dr. – For her 6<sup>th</sup> grade Service Project is throwing a Fundraiser Pool party for The Door at the Wescott Pool February 18, 2017 from 4:30 pm – 6:30 pm. The tickets are \$10 and can be purchased at The Enchanted Forest in Fairbanks. Her mom, herself and 30 other students have been working hard making beach themed decorations and 13 dozen cookies for the party. The door is a Youth Advocate shelter for teens without a home. She had this idea with her mom to help teens my age and older to help teens have a safe place to go to at the end of the day. She was surprised to find that there are lots of wonderful people in the community and have asked for help putting the word out and blowing up beach balls on Wednesday the 15<sup>th</sup> after 5 pm for the Pool party.

Mr. Isaacson thanked her for this and asked how other items can be donated.

Abigail stated that you can give online at [www.fairbanksyouthadvocates.org](http://www.fairbanksyouthadvocates.org) or at The Door, 138 Tenth Avenue, Fairbanks, Alaska 99701

### **CITIZENS COMMENTS**

Jeannette Therriault, 2473 Old Rich Hwy & Bonne Woldstad, Box 56702, thank the Fire Department, Police Department and the City of North Pole for their quick response and all their help. They did have insurance and are waiting to hear what the cause of fire was and also waiting to find out what is salvageable. They are learning more about insurance that they ever wanted to. The latter truck was worth the expense of the City.

Mr. Jeff Stepp, 907 Terminal, FNSB ran through a few things they are working on in the borough. A project they are excited about hosting is the Vista program with projects at Boys & Girls Club, The Breadline, Stone Soup Café, Fairbanks Youth Advocates and they also have new projects coming online. The Vistas are giving a presentation in March and extends the offer to come to North Pole as well.

Mayor Kassel has been in dialogue with EPA & the DEC regarding the air quality issues. He is trying to do what he can in the definition of moderate to serious. The borough began issuing citations over the weekend.

There is an event May 10 & 11 called the Arctic Council meeting. They are expected to have the U.S. Secretary of State to be here for this event as well as the other leaders of Arctic nations. They expect a lot of press. The economic impact will certainly trickle over to the Hotel North Pole and businesses in North Pole as there will be lots of guests. The State Dept. will be flying in armored limousines for borrow or rent. The Borough along with other co-sponsors are hosting an event Thursday, March 2, 2017 called the Energy Project Seminar. The idea is to hook of developers, builders, etcetera with the banks to let people know what options are available for energy projects ie; loans, tax incentives.

Cam Webb, 960 Agnus Lane

Offering encouragement on the renewable energy Resolution. He thanks the City for creating a such a Resolution and he is proud to live here.

### **COUNCIL COMMENTS**

- none

### **OLD BUSINESS**

- Consented

### **NEW BUSINESS**

- Consented

### **COUNCIL COMMENTS**

Mr. Isaacson – commends the administration and staff on the well-crafted agenda and hopes the Resolution that Cam Webb just commented on goes through.

Mr. McGhee – he extends his thoughts for the loss of Hector's Welding and the Theriault family. They are a very strong foundation of this community and he hopes they get their building back up and working again soon.

Mr. Claus – safe travels to everyone and thanks the departments for keeping everyone safe.

**Mr. McGhee** *moved to adjourn the meeting at 8:13 p.m.*

**Seconded by Mr. Isaacson**

The regular meeting of Monday, February 6, 2017 adjourned at 8:13 p.m.

**These minutes passed and approved** by a duly constituted quorum of the North Pole City Council on Tuesday, February 21, 2017.

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Bryce J. Ward, Mayor

**ATTEST:**

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Kathryn M. Weber, MMC  
North Pole City Clerk



Office of the Mayor  
City of North Pole

# Proclamation

*WHEREAS, Brady Brooks is a Senior at North Pole High School and is the son of Amy & Justin Brooks of North Pole; and*

*WHEREAS, Brady is 2<sup>nd</sup> in his class of 151 students and has lettered in academics every year. He has also received the President's Award for Academic Excellence all four years of high school. He was Student of the Year in both AP Calculus and AP Chemistry; and*

*WHEREAS, Brady volunteered with the Interior Baseball League helping and coaching younger players. He volunteers his time with the homework club at North Pole High School tutoring other students in various subjects; and*

*WHEREAS, Brady is a member of the National Honor Society, and is a member of the NPHS baseball team; and*

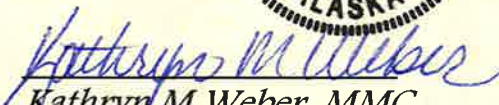
*WHEREAS, the City of North Pole desires to recognize the outstanding students in the community.*

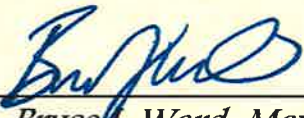
*NOW, THEREFORE, I, Bryce J. Ward, Mayor of the City of North Pole, do hereby proclaim Brady Brooks the:*

*North Pole City Council  
High School Student of the Month  
For January 2017*



ATTEST:

  
Kathryn M Weber, MMC  
North Pole City Clerk

  
Bryce J. Ward, Mayor



Office of the Mayor  
City of North Pole

# Proclamation

*WHEREAS, Linda Anderson is in the 8<sup>th</sup> grade at North Pole Middle School and is the daughter of Karla Anderson of North Pole; and*

*WHEREAS, Linda is very involved in her school. She is a member of the Hand Bell Choir, Yearbook, TATU (Teens Against Tobacco Use), and also works as an office aide; and*

*WHEREAS, Linda is a motivated and hardworking individual. After having knee surgery on a Monday, she was at dress rehearsal the next day. She is always thoughtful of others and eager to help; and*

*WHEREAS, Linda takes pride in her school work and her grades and continues to be on the honor roll. She is also a member of the Student Council; and*

*WHEREAS, the City of North Pole desires to recognize the outstanding students in the community.*

*NOW, THEREFORE, I, Bryce J. Ward, Mayor of the City of North Pole, do hereby proclaim Linda Anderson the:*

*North Pole City Council  
"Middle School Student of the Month"  
for February 2017.*

ATTEST:



Bryce J. Ward, Mayor

Kathryn M. Weber, MMC  
North Pole City Clerk



**CITY OF NORTH POLE**

**ORDINANCE 17-03**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO  
AMEND CHAPTER 8.04, NUISANCES**

**WHEREAS**, changes to the North Pole Municipal Code is a continually changing requirement;  
and

**WHEREAS**, the City of North Pole Municipal Code should be amended to conform to the  
requirements of the City and to clarify questionable areas.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole:

**Section 1.** This ordinance is of a general and permanent nature and shall be codified.

**Section 2.** Chapter 8.04 is hereby amended in the North Pole Code of Ordinances as follows:  
[new text in *italicized, underlined red font*; deleted text in ~~red strikethrough~~ font];

**Chapter 8.04 NUISANCES**

**Sections:**

**8.04.005 Marijuana oil, flammable extraction – Prohibited.**

**8.04.010 Garbage and rubbish – Accumulation – When prohibited.**

**8.04.020 Garbage – Receptacles – Removal.**

**8.04.030 Garbage – Deposit only in places designated.**

**8.04.040 Garbage allowing to contaminate water.**

**8.04.050 Garbage.**

**8.04.060 Dense smoke.**

**8.04.070 Soot, cinders, noxious acids, fumes and gases.**

**8.04.080 Unwholesome wells or ground water.**

**8.04.090 Fecal matter – Privies.**

**8.04.100 Fecal matter – Privies – Place of deposit to be designated.**

**8.04.110 Urinal – Requirements.**

**8.04.120 Filthy stables.**

**8.04.130 Undressed dead animals.**

**8.04.140 Mad dogs and vicious dogs.**

**8.04.150 Open excavations, basements and pits.**

**8.04.160 Disturbing the peace.**

**8.04.170 Abatement – Notices – Costs – Fines.**

41 **8.04.005 Marijuana oil, flammable extraction – Prohibited.**

42 A. Methods to process marijuana oil using a flammable extraction method are hereby  
43 prohibited within North Pole City limits.

44 B. “Flammable extraction method” is defined as using a flammable or explosive chemical,  
45 series of chemicals or fluid to extract oil from a marijuana plant.

46 C. Methods of marijuana oil extraction that do not involve flammable or explosive materials  
47 are not a violation of this section.

48 D. A person or corporation that processes marijuana oil using a flammable extraction method is  
49 in violation of this section and subject to a ~~\$1,500 (fifteen hundred dollar)~~ \$1,000 (one thousand  
50 dollar) fine. (Ord. 15-01 § 2, 2015)

51 **8.04.010 Garbage and rubbish – Accumulation – When prohibited.**

52 No person shall permit or suffer to accumulate, in or upon any yard, lot, place or premises, or  
53 upon any street or sidewalk adjacent to or abutting upon any lot, block, place or premises, owned  
54 or occupied by him for which he may be the agent, within the City limits, any stagnant or impure  
55 water, refuse, vegetables, decayed or decaying substances, garbage, swill, offal, fecal matter,  
56 urine or filth of any kind nor suffer such yard, lot, place or premises to be or remain in such  
57 condition as to cause or create a noisome or offensive smell or atmosphere, or thereby to be,  
58 become, cause or create a public nuisance. And is subject to abatement. (Code 1962 § 12-4)

59 **8.04.020 Garbage – Receptacles – Removal.**

60 A. Every person in the possession or occupancy, either as owner, tenant or otherwise, of any  
61 lot, block, place or premises in the City shall, prior to its removal, put, place and keep all  
62 garbage, household refuse, slops, swill, dirt, rubbish, offal or filth of any kind other than fecal  
63 matter or urine in boxes, cans or receptacles which shall be kept on the premises and the garbage  
64 shall not be allowed, suffered or permitted to become strewn or scattered on the premises.

65 B. The contents of such boxes shall be removed from the lot, yard or premises of the occupant,  
66 agent or owner of such lot before they create any noisome smell or become nuisances. (Code  
67 1962 § 12-5)

68 **8.04.030 Garbage – Deposit only in places designated.**

69 No person shall throw into or deposit upon any public street, highway, thoroughfare, public road,  
70 lane, alley, public place or grounds within the limits of the City or upon any private premises or  
71 anywhere, except the place or places designated by the ~~Health Officer of the City Fairbanks~~  
72 North Star Borough Solid Waste Division, any glass, broken ware, offal, fecal matter, garbage,  
73 urine, dirt, rubbish or filth of any kind. (Code 1962 § 12-6)



**8.04.040 Garbage allowing to contaminate water.**

No person shall throw or place anything defiling, or any poisonous substance, decayed animal or vegetable matter or filth into, or cause or allow the same to pass or enter into any creek, well or river water or into any water pipe within the City whereby such water is rendered impure or unwholesome. (Code 1962 § 12-7)

**8.04.050 Garbage.**

Transportation only in covered receptacles. No person shall carry, remove or transport garbage, offal, dirt, rubbish, fecal matter, urine or filth of any kind, or any animal or vegetable substance in decomposing or offensive condition in any other than covered and enclosed vehicles or in any other than closed boxes, bags, cans or receptacles, through any street, avenue, alley, highway or public place in the City. (Code 1962 § 12-8)

**8.04.060 Dense smoke.**

It is unlawful for any person to permit the emission of any smoke from any source whatever of a density equal to or greater than that density described as No. 2 on the Ringelmann Chart, published by the United States Bureau of Mines. The emission of such smoke is declared to be a public nuisance and may be summarily abated as provided in this chapter. (Code 1962 § 12-9)

**8.04.070 Soot, cinders, noxious acids, fumes and gases.**

It is unlawful for any person to permit or cause to escape any soot, cinders, noxious acids, fumes or gases in such place or manner as to be detrimental to any person or to the public or to endanger the health, comfort and safety of any such person or the public, or in such a manner as to cause or have a tendency to cause injury or damage to property or business. The escape of such matter is declared to be a public nuisance, and may be summarily abated as provided in this chapter. (Code 1962 § 12-10)

**8.04.080 Unwholesome wells or ground water.**

A. Any wells or ground water which is impure, contaminated or unwholesome, or which has been rendered impure, contaminated or unwholesome by reason of any defiling, hazardous substance, or poisonous substance, is declared a nuisance injurious to health; and no person or corporation shall cause, maintain or continue such nuisance.

B. "Hazardous substance" is defined as:

1. Any material, element or compound that is defined as a hazardous substance under the laws or regulations of the State of Alaska or the United States ~~including, but not limited to, AS 46.09.900 or 46.03.826, 18 AAC 75.990, 42 USC 9601 through 9657, or 29 CFR 1910.1200; or~~

2. Any material, element or compound that, when it enters into or on the surface or subsurface land or water, endangers the public health or welfare, or fish, animals, vegetation or any part of the natural habitat in which they are found; or

3. Any substance the Alaska Department of Environmental Conservation considers a regulated contaminant ~~or contaminant of concern under 18 AAC 75.325(g);~~ or

4. Any substance not defined by AS [46.09.900](#) or [46.03.826](#), [18 AAC 75.990](#), [42 USC 9601](#) through [9657](#), or [29 CFR 1910.1200](#) or listed as a regulated contaminant under [18 AAC 75](#) shall be considered a “hazardous substance” when present in ground water in excess of tap water levels as defined by the [Environmental Protection Agencies](#) Regional Screening Level User’s Guide (~~U.S. EPA, 2011~~).

C. A person or corporation whose well or ground water has been rendered impure, contaminated or unwholesome by a hazardous substance that originated from the property of another shall not be in violation of this section or subject to the provisions of NPMC [8.04.170](#). (Ord. 15-16 § 2, 2015; Ord. 14-18 § 2, 2014. Code 1962 § 12-11)

#### **8.04.090 Fecal matter – Privies.**

No person shall maintain any unapproved outdoor privy or other outdoor toilet facility within the City, and such is declared to be a hazard to the good health of the community and a nuisance. ~~All approvals must be by the City Council.~~ (Code 1962 § 12-12)

#### **8.04.100 Fecal matter – Privies – Place of deposit to be designated.**

It is unlawful for any person or corporation to dump or deposit the contents of any privy or any fecal matter in any place than such as may be designated by the Health Officer of the City. (Code 1962 § 12-14)

#### **8.04.110 Urinal – Requirements.**

All urinals of the City must be so constructed as not to leak and must have a tight vessel or receptacle into which the urine may drain; and no person who is the owner or occupant of, or agent for, any house, store, building or premises in the City to which a urinal belongs or appertains, shall use or keep the same in such condition as to cause a noisome or offensive smell so as to become a nuisance, and every person making or maintaining a urinal shall observe the regulations concerning them. (Code 1962 § 12-15)

#### **8.04.120 Filthy stables.**

Filthy and unwholesome stables, sheds, kennels, pens or places cows, horses, mules, dogs or other animals are kept within the City are declared nuisances injurious to health and no person shall create or maintain the same. (Code 1962 § 12-16)

139 **8.04.130 Undressed dead animals.**

140 Undressed dead animals being or laying in the City, namely, any horse, mule or jack, or any cow,  
141 goat, calf, sheep, dog or swine, are declared nuisances injurious to health, and any person  
142 owning, possessing or controlling such dead animal, or any person who knowingly places such  
143 dead animal in any part of the City, shall remove the same to the place designated by the Health  
144 Officer. (Code 1962 § 12-17)

145 **8.04.140 Mad dogs and vicious dogs.**

146 A. Vicious or mad dogs, or dogs bitten by hydrophobic dogs, are declared nuisances, and no  
147 person shall own or keep any mad dog, or dogs bitten by a hydrophobic dog, or allow the same  
148 to go upon any street, highway or public place of the City.

149 B. Every person owning, possessing or having charge of any mad or hydrophobic dog shall kill  
150 or cause to be killed, or any officer may kill or cause to be killed, any such dog which has gone  
151 mad or given symptoms of hydrophobia. No person shall permit, allow or suffer any vicious dog  
152 owned or kept by him to go un-muzzled upon any street, alley, highway or public place in the  
153 City. (Code 1962 § 12-18)

154 **8.04.150 Open excavations, basements and pits.**

155 A. All open pits, unfilled excavations except gravel pits not in a populated section of the City  
156 fully contained within basements with uncovered doorways, window spaces or without  
157 subflooring in the City are declared to be a public nuisance, except that this subsection shall not  
158 apply to any of the above conditions where construction of a building is actively underway under  
159 a proper building permit and where the construction has not been suspended for more than  
160 fifteen days.

161 B. All owners of land upon which one of the conditions as set forth in subsection (A) of this  
162 section exists shall be required to fill with solid substance or protect from public entrance by  
163 enclosing with a protective fence as approved by the Fire/Building Official. (Ord. 81-5 § 1  
164 (Attachment A § 5-8), 1981)

165 **8.04.160 Disturbing the peace.**

166 A. A person commits the offense of disturbing the peace if:

167 1. With intent to disturb the peace and privacy of another not physically on the same premises  
168 or with reckless disregard that the conduct is having that effect after being informed that it is  
169 having that effect, the person makes unreasonably loud noise.

170 2. In a public place or in a private place of another without consent, and with intent to disturb  
171 the peace and privacy of another or with reckless disregard that the conduct is having that effect  
172 after being informed that it is having that effect, the person makes unreasonable loud noise.

- 173 3. Between the hours of 11:00 p.m. and 7:00 a.m., operates or uses a pile driver, pneumatic  
174 hammer, bulldozer, road grader, loader, power shovel, derrick, backhoe, power saw, manual  
175 hammer, motorcycle, snow machine or other instrument, appliance or vehicle which generates  
176 loud sounds or noise, after having been informed by another that such operations or use is  
177 disturbing the peace and privacy of others.
- 178 4. Keeps any dog or other animal which is allowed to engage in frequent or prolonged barking  
179 or other loud noise-producing activity, after having been informed by another that such frequent  
180 or prolonged barking or noise-producing activity is disturbing the peace and privacy of others.
- 181 5. Repeatedly or continuously sounds any horn or other sound-producing warning device on a  
182 motor vehicle when such repeated or continued sounding is not necessary to warn of any danger.
- 183 6. After being informed by a police officer that his conduct is in violation of this subsection  
184 (A), refuses to abate the prohibited activity.
- 185 B. As used in this section, “noise” is “unreasonably loud” if, considering the nature and  
186 purpose of the defendant’s conduct and the circumstances known to the defendant, including the  
187 nature of the location and the time of day or night, the conduct involves a gross deviation from  
188 the standard of conduct that a reasonable person would follow in the same situation. “Noise”  
189 does not include speech that is constitutionally protected.
- 190 1. “Loud sound” in a public place means sound which is loud enough to inhibit the ability of a  
191 not unduly sensitive person in the same place to speak freely without leaving the same place.
- 192 2. “Loud sound” in a private place means sound which is loud enough to awaken a not unduly  
193 sensitive person in another private place.
- 194 3. The inside and outside of buildings and separate residences within an apartment house, and  
195 separate rooms within a hotel, are different places.
- 196 C. The following sound or noise is not prohibited by this section:
- 197 1. Noise of safety signals, warning devices and emergency pressure relief valves when used for  
198 their warning or emergency purposes.
- 199 2. Noise produced by any authorized emergency vehicle when responding to an emergency call  
200 or when otherwise authorized by law or ordinance to activate its sirens or other warning devices.
- 201 3. Noises necessarily produced in the course of work required to protect persons or property  
202 from imminent peril.
- 203 4. Noise produced by any activity for which a permit has been issued pursuant to subsection  
204 (D) of this section.

D. Applications for a permit for relief from the application of this section to any activity on the basis of undue hardship may be made to the Mayor or his duly authorized representative. A nonrefundable application fee and a permit fee, as set forth in the City's schedule of fees and charges for services, will be charged for the City's processing of an application. Any permit granted by the Mayor under this subsection shall contain all conditions upon which such permit has been granted and shall specify a reasonable time that the permit shall be effective. The Mayor or duly authorized representative may grant the relief as applied for if he finds that:

1. Additional time is necessary for the applicant to alter or modify his activity or operation to comply with this section; or

2. The activity, operation or noise source will be of a temporary duration and cannot be done in a manner that would comply with other subsections of this section; and

3. No other reasonable alternative is available to the applicant.

However, the Mayor may prescribe any conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood. (Ord. 14-29 § 2, 2015; Ord. 13-07 § 2, 2013)

#### **8.04.170 Abatement – Notices – Costs – Fines.**

A. The Mayor or Chief of Police or member of his staff upon receiving information or obtaining knowledge of the existence of any thing or things declared to be nuisances in this chapter may notify the person or corporation committing, creating, keeping, maintaining or causing the same to remove or cause the same to be removed within twenty-four hours, or such other reasonable times as may be determined by the City official after such notice has been duly given.

B. Regardless of whether notice has been given, the City may file a civil action in Superior Court to abate a nuisance and all costs and expenses of such abatement, removal, remediation or other remedy and full actual attorney fees and costs incurred by the City in any legal proceeding to abate the nuisance shall be paid by the persons or corporation committing, creating, keeping, maintaining or causing such nuisance or nuisances.

C. A person or corporation violating the provisions of this chapter may be punished by a fine of not more than ~~\$1,500 (one thousand five hundred dollars)~~ \$1,000 (one thousand dollars) per violation, in addition to all other remedies available in law or equity. A separate violation shall be deemed committed on each day during or on which a nuisance occurs or continues. (Ord. 14-18 § 2, 2014. Code 1962 § 12-20)

**Section 3.** Effective date. This ordinance shall become effective at 5:00 p.m. on the first City business day following its adoption.

**PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this  
21<sup>st</sup> day of February, 2017.

\_\_\_\_\_  
Bryce J. Ward, Mayor

ATTEST:

\_\_\_\_\_  
Kathryn M. Weber, MMC  
North Pole City Clerk

PASSED/FAILED Yes: No: Absent
--

**CITY OF NORTH POLE  
ORDINANCE NO. 17-04**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO  
AMEND 2017 BUDGET BY TRANSFERRING \$148,160 TO THE MIXING  
ZONE COMPLIANCE PROJECT FOR AMENDMENT #4 TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH STANTEC  
CONSULTING SERVICES, INC.**

**WHEREAS**, changes to the public services practices and policies is a continually changing requirement; and

**WHEREAS**, the City of North Pole Municipal Code should be amended to conform to the requirements of the City.

**WHEREAS**, the City received a legislative award for \$500,000 to begin addressing the periodic loss of a mixing zone at the Utility's sewer outfall on the Tanana River, and

**WHEREAS**, the cost to construct a solution to the loss of the mixing zone is estimated to be \$4 million, and

**WHEREAS**, the Utility is eligible for a \$2 million Alaska Clean Water Fund (ACWF) loan to help finance the cost to resolve the loss of mixing zone that has resulted in the Utility being issued a Notice of Violation (NOV), and

**WHEREAS**, to be eligible for receive the full \$2 million ACWF loan, the Utility needs to complete the engineering and design documents, and

**WHEREAS**, before the Utility can begin construction it also must obtain needed permits from the Army Corps of Engineers, Federal Emergency Management Agency, Alaska Department of Fish and Game, Alaska Department of Environmental Conservation, and US Fish and Wildlife Service, and

**WHEREAS**, the Utility has retained the engineering firm Stantec Consulting Services, Inc. to assist it to respond to the NOV and to generate engineering documents, and

**WHEREAS**, Stantec requires an additional \$148,160 to complete the engineering and design documents and to obtain the necessary permits for the sewer outfall project to proceed.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole that it approves the transfer of \$148,160 as is detailed in the attached Fiscal Note for the attached Amendment #4 to the professional services agreement with Stantec.

**Section 1.** This ordinance is of a general nature and shall not be codified.

**Section.** Effective date.

This ordinance shall become effective immediately upon passage.

1 **PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this  
2 21st day of February, 2017.

3  
4  
5  
6 \_\_\_\_\_ Bryce J. Ward, Mayor

7  
8 ATTEST:

9  
10 \_\_\_\_\_  
11 Kathryn M. Weber, MMC  
12 North Pole City Clerk

PASSED/FAILED Yes: No: Absent:
---





# City of North Pole, Alaska

**Fiscal Note Year:** 2017

Accompanying Ordinance/Resolution: #17-04, Stantec Agreement Amendment #4

Originator / sponsor: William Butler

Date: 1/31/2017

Does the Ordinance or Resolution have a fiscal impact? ☒ yes ☐ no

FUND	Account Description	Account #	Debit	Credit
42	Transfer to Fund Balance	42-12-9-998	\$108,470	
42	Transfer Out	42-12-9-999		\$108,470
41	Transfer to Fund Balance	41-10-9-998	\$39,690	
41	Transfer Out	41-10-9-999		\$39,690
43	Mixing Zone Compliance - Rev	43-00-3-305		148,160.00
43	Mixing Zone Compliance- Exp	43-03-9-901	148,160.00	

**Summary:** (Brief description of proposed alterations as defined by accompanying ordinance or resolution. Where did the money come from and how will it be used).

Request is to transfer \$148,160 of from the Sewer Reserve Fund the Mixing Zone Compliance Project to complete the engineering and design documents and to obtain the needed permits to be eligible for a \$2 million Alaska Clean Water Fund loan and for construction to proceed.

Prepared By: William Butler Date: 2/1/2017  
William Butler

Finance Approval: Tricia Fogarty Date: 2/1/2017  
Tricia Fogarty

**NOTE-** Fiscal notes attached to an ordinance are considered amendments to the budget and do not require an additional approval for insertion into the budget document.



**Stantec Consulting Services Inc.**  
2515 A Street  
Anchorage AK 99503-2709  
Tel: (907) 276-4245  
Fax: (907) 258-4653

January 26, 2017

Bill Butler  
Director of City Services  
125 Snowman Lane  
North Pole, AK 99705

**Project: City of North Pole Wastewater Effluent Discharge**  
**Subject: Professional Services Fee Proposal – Amendment 4**

Dear Mr. Butler:

The scope of services for the City of North Pole Wastewater Effluent Discharge Project as established in prior amendments presently includes investigations, surveying, design engineering thru 65% construction documents, and environmental / regulatory coordination activities. This amendment request #4 addresses the completion of design and the application for permits.

The additional scope of services covered by this amendment includes:

**Task 1 - Investigations**

Investigations are covered by existing authorizations. Amendment #2 previously addressed the required river channel survey, presently in progress. There are no changes this amendment.

**Task 2 - Design Engineering and Construction Documents**

Amendment #2 moved project budget from the completion of design into the river survey and several environmental tasks that needed to be started earlier. This current amendment restores the funds needed to complete 95% and final construction documents.

**Task 3 - Permitting and Agency Coordination**

The permitting for this project is a considerable expense; accordingly, most of the project permitting was originally deferred from the initial design scope to minimize impacts to CONPs budget. At this time, the project timeline requires completion of permitting activities concurrent with design completion. The permitting tasks added by this amendment include the following:

- **Whole Effluent Toxicity Testing (WET Testing)**
  - Completed, addressed in amendment #2.
- **Alaska Department of Environmental Conservation (ADEC)**
  - Application for Approval to Construct the new effluent discharge pipe. Plan review is relatively straight forward application, and we do not envision difficulty with this application.



Bill Butler  
Director of City Services  
125 Snowman Lane  
North Pole, AK 99705

Page 2 of 4

- Alaska Pollution Discharge Elimination System (APDES) form A2 Publicly Owned Treatment Works Wastewater Discharge permit application. This is the ADEC "Wastewater Discharge Permit". We have spoken with Maria Klingman, who indicated the current CONP discharge application dates to 2012. For the new discharge site, she will require a complete APDES Form A2 and 2M – a Public Treatment Works with Mixing Zone. CONP will take the lead preparing the discharge permit application. Stantec will provide information and support related to the design of the new effluent system, but most of the permit application is operations, effluent quality data, and pretreatment program data from CONP's files. Since CONP will prepare this application, we have only included a nominal level of effort for this task.
- APDES Form M2 -- Request for Mixing Zone. The Request for Mixing Zone is part of the wastewater discharge permit. This part of the application requires river hydraulic data, river water quality data, and a hydraulic model of the mixing zone. Stantec will provide these items and complete APDES Form M2. In support of this permit application, amendment #2 addressed the required CORMIX mixing models, and Tanana River water quality testing.
- Request for a Certificate of Water Quality Assurance. This is a "non-objection" letter from ADEC required by other federal permitting actions, in particular the USACE wetlands permits.
- **Federal Emergency Management Agency (FEMA)**
  - A "no rise certification" is required in order to build the effluent pipe and access road within the river flood plain. The certification requires modeling of the Tanana River basin to demonstrate the proposed improvements do not result in an increase of the base year flood levels. Modeling will examine a 1-mile long reach of the river under existing conditions, and with the proposed modifications. Modeling data, including multiple topographic cross sections and results are compiled in a technical report, and submitted to FEMA. Assuming FEMA agrees with the findings, the No Rise Certificate will be issued. Flood modeling is a considerable effort, and assumes reasonable availability of river and topographic data from the Fairbanks North Star Borough and USACE.
  - While we believe a no-rise certificate will be possible, in the event modeling does not support that finding, a FEMA Letter of Map Revision (LOMR) will be required. In this event, we will terminate pursuit of the no-rise certificate, and conserve the budget for this task to be applied to the LOMR. If that occurs, we will review the change in scope with CONP, along with any additional scope or budget required for that path.
- **US Army Corp of Engineers (USACE)**
  - Permit for Construction in a Waterway. A Rivers and Harbors Act Section 10 permit will be required for construction of the effluent pipe (essentially a permanent structure) within the Tanana river.



Bill Butler  
Director of City Services  
125 Snowman Lane  
North Pole, AK 99705

Page 3 of 4

- Construction in Wetlands Permit. A Clean Water Act Section 404 permit for impacts to wetlands and waters of the U.S. will be required for construction of the pipe and access roads in the wetlands area. Stantec will prepare and make application to the USACE. Note that the application process may require mitigation (i.e., purchase of wetland credits by the CONP); this is not included in our scope or fee, but we will assist CONP identify available wetlands banks once the quantity of mitigation required is known.
- **Alaska Department of Fish and Game**
  - Construction in the Tanana River requires a Fish Habitat Permit for work within an anadromous waterbody.
- **United States Fish and Wildlife Service**
  - The eagle survey identified one eagle nest within several hundred feet of the project limits. A USFWS "Non-purposeful Take of Eagles Permit" is required for work that may potentially disturb an eagle.
- **Permit Fees**
  - As a convenience to the CONP, we have included the permit application fees in our scope and budget to the extent they could be determined at this time. The application process seems to go smoother when the application arrives with the fee attached. In the event permit fees vary from the amounts listed in our fee proposal, we will advise CONP as to the difference. Note that there is an ADEC plan review fee for the new effluent piping, but not for the new discharge permit; the cost for the discharge permit is included within the annual fee CONP already pays to ADEC for the WWTP.

**Remaining future items not included at this time.**

The following items are not included within the project agreement at this time. It is anticipated these services will be added by amendment once construction funding is available:

- Procurement and bidding support services.
- Construction contract administration and inspection services.
- Final DNR and FNSB easements

Our current scope includes preliminary easements and DNR authorization to construct. However the final easements are obtained once the project is completed as asbuilt survey and application for permanent land use permit (i.e., easement) are required.



Bill Butler  
Director of City Services  
125 Snowman Lane  
North Pole, AK 99705

Page 4 of 4

### **Fee Proposal**

The total fee for services outlined in this proposal is \$148,160 to be performed on a lump sum basis. A worksheet detailing the costs and assumptions associated with each task is attached. The project will be invoiced monthly, on a percent-completed basis for each task.

Work on final design and permitting will begin shortly after authorization of this amendment, and as soon as we can complete the river channel survey included in prior amendment #2.

Marie Klingman has indicated CONP must apply for the new discharge permit at least 180 days prior to planned discharge. We will apply for this permit as soon as possible, however completion is dependent on the river survey.

### **Closure**

We will begin the survey and other tasks upon approval of this amendment request and your notice to proceed. If you have any questions, or would like to discuss the scope of work, please contact me or Stephanie Gould at (907) 276-4245.

**Sincerely,**

Dean E. Syta, P.E.  
Project Manager

Attachment: Fee worksheet

c: File

Work Order: 2047047500

DES\sdg U:\2047047500\\_Management\_North\_Pole\_Effluent\_Main\Contract\Amend2\2016-07-01\_Np\_Effluent\_Design\_Completion\_Scope.Doc

# NORTH POLE WASTEWATER EFFLUENT DISCHARGE - AMENDMENT 4 (DESIGN COMPLETION AND PERMITTING)

Work Plan Item	Estimated Fee	Basis / Scope Description
The following Engineering Services estimate is an amendment to the City of North Pole (CONP) Wastewater Effluent Discharge design contract. This amendment provides for completion of design and permitting. Scope and additional assumptions are as specified in the notes below, please refer to the proposal letter dated January 26, 2017 for complete details.		
<b>Task 1 - Investigations</b>		
Project Kickoff / Coordination	---	Completed.
Outfall Determination and Route Verification	---	Completed.
River / Outfall Survey	---	River bathometry, flow metering, six river bottom cross sections for mixing zone and flood plain work, eagles nest. Included in Amendment #2
Geotechnical Investigation	---	Completed.
Eagles Nest Survey	---	Completed.
	<b>\$0.00</b>	<b>Total Task 1</b>
<b>Task 2 - Design Engineering and Construction Documents</b>		
65% Construction Documents	---	Completed.
95% Construction Documents	\$21,630.00	Fee for completion of design; this item restores prior funds transferred to the river survey and environmental work in Amend #2
Final Construction Documents	\$28,520.00	Fee for completion of design; this item restores prior funds transferred to the river survey and environmental work in Amend #2
Printing and Misc Materials	---	In current authorization.
	<b>\$50,150.00</b>	<b>Total Task 2</b>
<b>Task 3 - Permitting and Agency Coordination</b>		
Ongoing Agency Coordination	---	In current authorization.
Preliminary Easements	---	In current authorization.
Final Easements	---	Not included at this time, DNR requires construction asbuilt survey to establish final easements.
Effluent Whole Effluent Toxicity (WET) Testing	---	Completed
Alaska Department of Environmental Conservation (ADEC) -- Wastewater Permits	\$13,820.00	Application development for Approval to Construct; and request for a Certificate of Water Quality Assurance to support USACE permits.
	\$7,690.00	APDES Form A2 Discharge Permit for Public Treatment Works. Will be completed by the City, fee shown is for limited stantec support.
	\$7,970.00	APDES Form M2 Mixing Zone application. \$10,000 for CORMIX modeling of the river and mixing zone is included in Amendment #2.

NORTH POLE WASTEWATER EFFLUENT DISCHARGE - AMENDMENT 4 (DESIGN COMPLETION AND PERMITTING)		
Work Plan Item	Estimated Fee	Basis / Scope Description
The following Engineering Services estimate is an amendment to the City of North Pole (CONP) Wastewater Effluent Discharge design contract. This amendment provides for completion of design and permitting. Scope and additional assumptions are as specified in the notes below, please refer to the proposal letter dated January 26, 2017 for complete details.		
	---	Tanana River Water Quality Testing, 4 sets. Included in Amendment #2
Federal Emergency Management Agency (FEMA)	\$38,980.00	LIDAR topography and floodplain modeling for no rise certification. Application to FEMA for No-Rise Certificate.
US Army Corp of Engineers (USACE)	\$8,460.00	Construction in Navigable Waterway Permit for outfall pipe (Section 10).
	\$10,250.00	Construction in Wetlands Permits (Section 404)
	---	Modification of existing USACE Flood Control Project (Section 408). Not required for current project.
Alaska Department of Fish and Game (ADFG)	\$4,940.00	Fish habitat permit application.
US Fish and Wildlife Service	\$2,640.00	Permit application for the non-purposeful take of eagles. (Potential harrassment of nearby eagle during constuction).
Printing and Misc Materials	Included in above items	Required hardcopies for agencies incouded in above costs. All copies to the City will be in PDF format. Includes allowance for misc office supplies, mileage, phone, etc.
Permit Fees	\$3,260.00	ADEC Plan Review \$950 ADEC Wastewater Discharge - none, already included in annual city permit cost. FEMA - \$600 Estimated data fee / permit fee USACE \$ 200 ADFG \$ 0 USFW \$ 500
	\$98,010.00	Total Task 3
Procurement, Bidding, Construction Administration		
	---	Not included at this time.
TOTAL AMENDMENT	\$148,160.00	

**CITY OF NORTH POLE  
ORDINANCE NO. 17-05**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO  
AMEND 2017 BUDGET BY TRANSFERING \$17,000 FROM THE  
GENERAL FUND TO REPLACE THE BOILER AT THE PUBLIC  
WORKS SHOP**

**WHEREAS**, changes to the public services practices and policies is a continually changing requirement; and

**WHEREAS**, the City of North Pole Municipal Code should be amended to conform to the requirements of the City.

**WHEREAS**, the Public Works Shop boiler is over 30 year old and it has begun to fail repeatedly and this threatens to result in serious damages to the Public Works shop, and

**WHEREAS**, the Public Works Department returned over \$118,299 dollar to the General Fund at the end of 2016 as documented in the attached end-of-year Public Works Budget,

**WHEREAS**, it is projected to cost the Public Works Department up to \$17,000 to replace its boiler, associated circulation pumps and ancillary equipment, and

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole that it approves the transfer of \$17,000 from the General Fund to the Public Works Department as is detailed in the attached Fiscal Note for the replacement of the Public Works Shop boiler, associated circulation pumps and ancillary equipment.

**Section 1.** This ordinance is of a general nature and shall not be codified.

**Section.** Effective date.

This ordinance shall become effective immediately upon passage.

**PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this 21st day of February, 2017.

\_\_\_\_\_  
Bryce J. Ward, Mayor

ATTEST:

\_\_\_\_\_  
Kathryn M. Weber, MMC  
North Pole City Clerk

PASSED/FAILED Yes: No: Absent:
---



**ORDINANCE NO. 17-06**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO  
AMEND THE 2017 BUDGET BY ACCEPTING THE BRYNE JAG GRANT  
AND ADJUSTING THE POLICE DEPARTMENT BUDGET.**

**WHEREAS**, the 2017 Budget should be amended to conform to the requirements of the City,  
and

**WHEREAS**, the City of North Pole has received BRYNE JAG grant funds for several years,  
and

**WHEREAS**, the City of North Pole received \$35,000 last year, and

**WHEREAS**, the City of North Pole was awarded for 2017, \$107,950.00, and

**WHEREAS**, expects to have \$96,842.00 in allowable expenditures in 2017 for the Byrne JAG  
grant, and

**WHEREAS**, budget amendments will allow for, the police vehicles that were purchased earlier  
this year, to be paid for with equipment outlay funds, and funds placed into travel and training to  
offset unexpected academy cost, and

**WHEREAS**, the remaining savings can remain in wages and used as needed once approved by  
council at a later date,

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole the  
City amends the 2017 budget and accept the 2017 Byrne JAG grant.

**Section 1.** This ordinance is of a special nature and shall not be included in the North Pole Code  
of Ordinances.

**Section 2.** Effective date, February 6, 2017

This ordinance shall become effective at 5:00 PM on the first City business day following  
adoption.

*PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this 21<sup>st</sup>  
day of February 2017.*

\_\_\_\_\_  
Bryce J. Ward, Mayor

ATTEST:

\_\_\_\_\_  
Kathryn M. Weber, MMC  
North Pole City Clerk

PASSED/FAILED  
Yes:  
No:  
Absent:

# Memo

**To:** Kathy Weber and City Council  
**From:** Stephanie DeCristo, Sales Tax Administrator/AP/Business License Admin  
**cc:**  
**Date:** 02/02/2017  
**Re:** Change of sales tax filing status Acct # 2294

---

Good Morning Kathy,

I received a letter from Burkhart Dental Supply Co. and they are requesting that their sales tax filing status be changed from Monthly to Quarterly.

Their account is current and has been current with no issues. I recommend that their status be changed to quarterly filing pending council approval.

Respectfully,

Stephanie DeCristo  
Business License/Sales Tax Admin  
City of North Pole

Summary		Detail						
Tax Period End Date	Tax Return Type	Return Status	Tax Return Due Date	Tax Amount	Total Return Amount	Amended	Return Amended Date	Balance
02/28/2014	Sales Tax - Monthly	Completed	03/31/2014	55.15	55.15	No		.00
03/31/2014	Sales Tax - Monthly	Completed	04/30/2014	20.46	20.46	No		.00
04/30/2014	Sales Tax - Monthly	Completed	05/31/2014	.00	.00	No		.00
05/31/2014	Sales Tax - Monthly	Completed	06/30/2014	.00	.00	No		.00
06/30/2014	Sales Tax - Monthly	Completed	07/31/2014	.00	.00	No		.00
07/31/2014	Sales Tax - Monthly	Completed	08/31/2014	.00	.00	No		.00
08/31/2014	Sales Tax - Monthly	Completed	09/30/2014	.00	.00	No		.00
09/30/2014	Sales Tax - Monthly	Completed	10/31/2014	.00	.00	No		.00
10/31/2014	Sales Tax - Monthly	Completed	11/30/2014	.00	.00	No		.00
11/30/2014	Sales Tax - Monthly	Completed	12/31/2014	.00	.00	No		.00
12/31/2014	Sales Tax - Monthly	Completed	01/31/2015	.00	.00	No		.00
01/31/2015	Sales Tax - Monthly	Completed	02/28/2015	.00	.00	No		.00
02/28/2015	Sales Tax - Monthly	Completed	03/31/2015	.00	.00	No		.00
03/31/2015	Sales Tax - Monthly	Completed	04/30/2015	.00	.00	No		.00
04/30/2015	Sales Tax - Monthly	Completed	05/31/2015	.00	.00	No		.00
05/31/2015	Sales Tax - Monthly	Completed	06/30/2015	1.68	1.68	No		.00
06/30/2015	Sales Tax - Monthly	Completed	07/31/2015	22.00	22.00	No		.00
07/31/2015	Sales Tax - Monthly	Completed	08/31/2015	4.80	4.80	No		.00
08/31/2015	Sales Tax - Monthly	Completed	09/30/2015	8.00	8.00	No		.00
09/30/2015	Sales Tax - Monthly	Completed	10/31/2015	6.80	6.80	No		.00
10/31/2015	Sales Tax - Monthly	Completed	11/30/2015	18.98	18.98	No		.00
11/30/2015	Sales Tax - Monthly	Completed	12/31/2015	36.42	36.42	No		.00
12/31/2015	Sales Tax - Monthly	Completed	01/31/2016	43.72	43.72	No		.00
01/31/2016	Sales Tax - Monthly	Completed	02/29/2016	33.60	33.60	No		.00
02/29/2016	Sales Tax - Monthly	Completed	03/31/2016	22.58	22.58	No		.00
03/31/2016	Sales Tax - Monthly	Completed	04/30/2016	29.70	29.70	No		.00
04/30/2016	Sales Tax - Monthly	Completed	05/31/2016	10.00	10.00	No		.00
05/31/2016	Sales Tax - Monthly	Completed	06/30/2016	42.91	42.91	No		.00
06/30/2016	Sales Tax - Monthly	Completed	07/31/2016	7.48	7.48	No		.00
07/31/2016	Sales Tax - Monthly	Completed	08/31/2016	22.33	22.33	No		.00
08/31/2016	Sales Tax - Monthly	Completed	09/30/2016	23.97	23.97	No		.00
09/30/2016	Sales Tax - Monthly	Completed	10/31/2016	76.62	76.62	No		.00
10/31/2016	Sales Tax - Monthly	Completed	11/30/2016	35.46	35.46	No		.00
11/30/2016	Sales Tax - Monthly	Completed	12/31/2016	36.26	36.26	No		.00
12/31/2016	Sales Tax - Monthly	Completed	01/31/2017	6.66	6.66	No		.00

# Memo

**To:** Kathy Weber and City Council  
**From:** Stephanie DeCristo, Sales Tax Administrator/AP/Business License Admin  
**cc:**  
**Date:** 02/02/2017  
**Re:** Change of sales tax filing status Acct # 2743

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Good Morning Kathy,

I received a letter from AmeriGas Propane Parts & Service and they are requesting that their sales tax filing status be changed from Monthly to Quarterly.

Their account is current and has been current with no issues. Even though this account has only been open since 07/01/2016 the business is actually owned by AmeriGas Propane and they are currently in good standing as well. I recommend that their status be changed to quarterly filing pending council approval.

Respectfully,

Stephanie DeCristo  
Business License/Sales Tax Admin  
City of North Pole

Account number: 2743      Business name: AMERIGAS PROPANE PART...      Telephone: 610-337-7000      Account balance: .00  
 Business activity: SALES      Location: 3620 S CUSHMAN ST      Owner: MICHAEL PEARSON      Last license payment: 12/19/2016      50.00-  
 Status (license/Tax): Active/Active      FAIRBANKS, AK 99701      Last tax payment: 10/28/2016      8.48-

Business    Property    Owners    Licenses    Taxes    Tax Returns    License Transactions    Tax Transactions

Summary    Detail

Tax Period End Date	Tax Return Type	Return Status	Tax Return Due Date	Tax Amount	Total Return Amount	Amended	Return Amended Date	Balance
07/31/2016	Sales Tax - Monthly	Completed	08/31/2016	.00	.00	No		.00
08/31/2016	Sales Tax - Monthly	Completed	09/30/2016	.00	.00	No		.00
09/30/2016	Sales Tax - Monthly	Completed	10/31/2016	8.48	8.48	No		.00
10/31/2016	Sales Tax - Monthly	Completed	11/30/2016	.00	.00	No		.00
11/30/2016	Sales Tax - Monthly	Completed	12/31/2016	.00	.00	No		.00
12/31/2016	Sales Tax - Monthly	Completed	01/31/2017	.00	.00	No		.00



Account number: 1166 Business name: AMERIGAS PROPANE, LP Telephone: 610-337-1000 Account balance: .00  
 Business activity: SALES Location: 3620 S. CUSHMAN ST Owner: STEPHEN BAR Last license payment: 12/19/2016 50.00-  
 Status (license/Tax): Active/Active FAIRBANKS, AK 99701 Last tax payment: 01/30/2017 165.13-

Business		Property	Owners	Licenses	Taxes	Tax Returns		License Transactions		Tax Transactions	
Summary		Detail									
Tax Period End Date	Tax Return Type	Return Status	Tax Return Due Date	Tax Amount	Total Return Amount	Amended	Return Amended Date	Balance			
03/31/2009	Sales Tax - Quart...	Completed	04/30/2009	116.76	116.76	No		.00			
06/30/2009	Sales Tax - Quart...	Completed	07/31/2009	132.12	132.12	No		.00			
09/30/2009	Sales Tax - Quart...	Completed	10/31/2009	168.33	168.33	Yes	10/26/2009	.00			
12/31/2009	Sales Tax - Quart...	Completed	01/31/2010	195.87	195.87	No		.00			
03/31/2010	Sales Tax - Quart...	Completed	04/30/2010	221.11	221.11	No		.00			
06/30/2010	Sales Tax - Quart...	Completed	07/31/2010	237.01	237.01	No		.00			
09/30/2010	Sales Tax - Quart...	Completed	10/31/2010	195.10	195.10	No		.00			
12/31/2010	Sales Tax - Quart...	Completed	01/31/2011	158.56	158.56	No		.00			
03/31/2011	Sales Tax - Quart...	Completed	04/30/2011	186.89	211.89	No		.00			
06/30/2011	Sales Tax - Quart...	Completed	07/31/2011	294.40	294.40	No		.00			
09/30/2011	Sales Tax - Quart...	Completed	10/31/2011	267.55	267.55	No		.00			
12/31/2011	Sales Tax - Quart...	Completed	01/31/2012	50.22	50.22	No		.00			
03/31/2012	Sales Tax - Quart...	Completed	04/30/2012	561.68	561.68	Yes	05/02/2012	.00			
06/30/2012	Sales Tax - Quart...	Completed	07/31/2012	666.55	666.55	Yes	08/07/2012	.00			
09/30/2012	Sales Tax - Quart...	Completed	10/31/2012	703.24	703.24	No		.00			
12/31/2012	Sales Tax - Quart...	Completed	01/31/2013	633.54	633.54	No		.00			
03/31/2013	Sales Tax - Quart...	Completed	04/30/2013	674.19	674.19	No		.00			
06/30/2013	Sales Tax - Quart...	Completed	07/31/2013	618.28	618.28	No		.00			
09/30/2013	Sales Tax - Quart...	Completed	10/31/2013	547.03	547.03	No		.00			
12/31/2013	Sales Tax - Quart...	Completed	01/31/2014	359.36	359.36	No		.00			
03/31/2014	Sales Tax - Quart...	Completed	04/30/2014	382.65	382.65	No		.00			
06/30/2014	Sales Tax - Quart...	Completed	07/31/2014	140.55	140.55	No		.00			
09/30/2014	Sales Tax - Quart...	Completed	10/31/2014	547.00	547.00	No		.00			
12/31/2014	Sales Tax - Quart...	Completed	01/31/2015	120.00	120.00	No		.00			
03/31/2015	Sales Tax - Quart...	Completed	04/30/2015	3.68	3.68	No		.00			
06/30/2015	Sales Tax - Quart...	Completed	07/31/2015	104.00	104.00	No		.00			
09/30/2015	Sales Tax - Quart...	Completed	10/31/2015	111.68	111.68	No		.00			
12/31/2015	Sales Tax - Quart...	Completed	01/31/2016	108.45	108.45	No		.00			
03/31/2016	Sales Tax - Quart...	Completed	04/30/2016	106.42	106.42	No		.00			
06/29/2016	Sales Tax - Quart...	Completed	07/31/2016	106.50	106.50	No		.00			
06/30/2016	Sales Tax - Quart...	Completed	07/31/2016	104.00	104.00	No		.00			
09/30/2016	Sales Tax - Quart...	Completed	10/31/2016	131.06	131.06	No		.00			
12/31/2016	Sales Tax - Quart...	Completed	01/31/2017	165.13	165.13	No		.00			

# Memo

**To:** Kathy Weber  
**From:** Stephanie DeCristo, Sales Tax Administrator/AP/Business license admin  
**cc:**  
**Date:** 02/08/2017  
**Re:** Change filing status to Annual Acct# 2001

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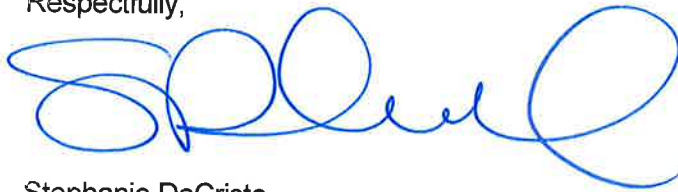
Good Morning Kathy,

I received a letter from Verizon Select Services and they are requesting that their sales tax filing status be changed from Monthly to Annual. They have a good history of getting their returns in on time and most of their returns are ZERO returns. They have paid a total of \$25.96 within the last 3 years.

Being as their account is current and has been current with no issues I think it would be okay for them to switch to Annual pending council approval.

Please let me know if you have any questions. Thank you.

Respectfully,



Stephanie DeCristo

Business License Admin

City of North Pole



Acct # 2001



Transaction Tax Department  
One Verizon Way  
Basking Ridge, NJ 07920

January 3, 2017

RE: GTE Communication Systems Corporation  
FEIN: 51-0002162  
Account #:  
Request for Annual Filing Frequency

Dear Sir or Madam:

Due to the minimal amount of sales tax being reported to your jurisdiction, we are requesting that the filing frequency for the referenced account be changed to **Annual** effective 01/01/2017.

If this filing frequency change is granted, please send an email confirmation to: [WirelineSalesAndUseTax@verizon.com](mailto:WirelineSalesAndUseTax@verizon.com), so we may update our files. If you have any questions or if you need a form completed to process this change, please email the address above or contact Annie Szatkowski at 908-559-4636 for assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Lafayette Little-Avant".

Lafayette Little-Avant  
Senior Manager, Taxes



**North Pole Police Dept.  
125 Snowman Ln.  
North Pole, AK 99705**

**Chief Steve Dutra  
Phone: 907-488-8459  
Fax: 907-488-5299**

February, 15, 2017

## Memo

**To:** City Council  
**From:** Chief Steve Dutra  
**Subject:** Recommendation to accept Long Building Technologies Bid Proposal  
For City Facilities Access Control Project – IFB 17-01

### Background:

The City of North Pole advertised the City Facilities Access Control Project IFB 17-01 related to grant funding from 20SHSP-GY15. The bid process was successful with two bidders. The bids were scored and weighted against the price to come up with a suitable contractor to complete the project.

Amped Electric had an overall score of \$1,417.75 and Long Building Technologies had an overall score of \$1,222.47.

### Recommendation:

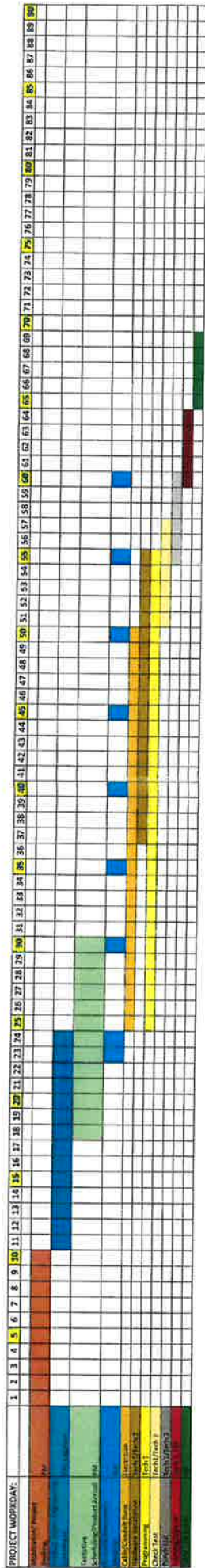
Long Building Technologies has been in business since 1965 with significant experience with access control projects throughout the lower 48 and in Alaska to include Fairbanks. Long Building Technologies has sufficient expertise to complete the project in a timely manner and has submitted a successful and satisfactory bid at a reasonable price.

I recommend that the City Council authorize the Mayor to enter into an agreement with Long Building Technologies to commence the Access Control project.

Thank you.

Chief Steve Dutra

[illegible]



CITY OF NORTH POLE

Invitation For Bid

Project No.: IFB- 17-01

**CITY FACILITIES ACCESS CONTROL PROJECT**



State Homeland Security Grant #15SHSP-GY15  
(PBD #4)  
January 2017

**ANNOUNCEMENT**  
**INFORMATION FOR BID – IFB 17-01**

The City of North Pole, is requesting bids from firms qualified and interested in providing:

**TURN-KEY SERVICES FOR THE  
CITY FACILITIES ACCESS CONTROL PROJECT**

**Project No. : IFB 17-01**

This contract will be for all services required for complete procurement, installation and testing necessary to provide centralized-server door access control and associated software / hardware for two City buildings in North Pole, Alaska. **The proposed contract award amount has a maximum of \$123,660.92 in funding. There are no additional funds available for this project.** Funding for the Project is available through the 2015 State Homeland Security Program grant #20SHSP-Gy15 (PBD#4) Federal contract provisions and Davis Bacon Act per AS 36.05.010 apply.

**Selection Process:** This Information for Bid is a single step process to select the best cost/highest scoring technical skills and bid price. It is the intention of the City to award the contract to the highest scoring bid.

**Bid Documents:** Interested firms may obtain a copy of Bid Documents via email from the North Pole City Clerk, Kathy Weber at [Kathy.Weber@northpolealaska.org](mailto:Kathy.Weber@northpolealaska.org).

**Pre-Bid Facility Tour:** A pre-bid tour will be held 125 Snowman Lane North Pole, AK 99705 on  
**Wednesday February 8, 2017 at 1:00 p.m.**

**Submittal Deadline:** Bids will be received by the City Clerk's office until **February 14, 2017 at 3:00 PM** (local time) at 125 Snowman Lane, North Pole Alaska 99705.

**Bid Opening:** Bids will be opened on **February 14, 2017 at 3:01 p.m.** at the North Pole City Hall.

**Project:** The Bid Documents identify the Scope of Work in greater detail.

**Project Manager:** Chief Steve Dutra  
Phone: (907) 488-6902  
E-mail: [sdutra@northpolepolice.org](mailto:sdutra@northpolepolice.org)

**Publish:** February 1st, 4th, 5th, 8th, 12th.

Project Name: City Facilities Access Control Project  
Project Number: **IFB 17-01**  
Grant #20SHSP-GY15 (PBD #4)

## **SECTION 2**

### **Schedule & Notice to Bidders**

- ◆ **Advertisement Date: February 1<sup>st</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 8<sup>th</sup>, and 12<sup>th</sup>.**
- ◆ **Pre-Bid Facility Tour: February 8, 2017 at 1:00 p.m. Tour will begin at City Hall.**
- ◆ **Deadline for Questions, & Concerns: February 9, 2017 at 5:00 p.m.**
- ◆ **Last Addendum Published: February 10, 2017 at 5:00 p.m.**
- ◆ **Bid Submittal Deadline: February 14, 2017 at 3:00 p.m.**
- ◆ **Bid Opening: February 14, 2017 at 3:01 p.m.**
- ◆ **Notice of Intent to Award: February 15, 2016 at 12:00 p.m.**
- ◆ **Award Approval by City Council February 21, 2017.**
- ◆ **Notice to Proceed: Estimated February 22, 2017.**
- ◆ **Substantial Completion Date: June 30, 2017.**
- ◆ **Completion Date: July 7, 2017.**

Deliver Sealed Bids to:

CITY CLERK'S OFFICE  
City Hall –125 Snowman Lane, North Pole Alaska 99705.

All questions relating to design, construction, or other technical aspects of the projects and all questions concerning bidding procedures should be directed to:

Steve Dutra, Project Manager  
City of North Pole  
125 Snowman Lane  
North Pole, AK 99705

Phone: (907) 488-6902  
Fax: (907) 488-5299  
Email: [sdutra@northpolepolice.org](mailto:sdutra@northpolepolice.org)

Bid results are available after scoring by contacting Chief Steve Dutra, (907) 488-6902.

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

## **SECTION 3**

### **INSTRUCTIONS TO BIDDERS**

Bids must be submitted to the City of North Pole ("City"), according to the following instructions:

#### **1. GENERAL**

The City of North Pole, Alaska invites bids submitted on the forms described herein. Forms will be supplied and all blanks of which must be appropriately filled in. Before submitting a bid, each Bidder shall examine all of the Contract Documents enumerated in the Table of Contents of this Project Manual, including the Drawings, any addenda issued prior to the receipt of bids, and any other documents referenced or referred to therein. The successful Bidder will be required to do all work which is shown on the Drawings, mentioned in the Specifications, or reasonably implied as necessary to complete the contract this project.

#### **2. PRE-BID CONFERENCE**

A pre-bid inspection will be held as indicated in this Invitation for Bid.

#### **3. BIDDER'S REPRESENTATIONS**

Each bidder represents that:

- a. He / She has read and understands the bidding documents and has consulted advisors, attorneys and other experts to the extent he / she deems necessary.
- b. He / She has visited and examined the site to become acquainted with the adjacent areas, means of approach to the site, conditions of actual job site, and facilities for delivering, storing, placing, and handling of materials and equipment. He / She has familiarized himself with the local conditions where the work is to be performed, to the extent he/she deems necessary, and has compared his/her observations with the requirements of the proposed contract documents and is prepared to make the representations contained in Article 8 of the Standard Form of Agreement. He / She realizes failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the successful Bidder from necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with Contract Documents. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.
- c. His / Her bid is based upon the materials, systems, equipment, services and labor required by the bidding documents.
- d. He / She has read, understands and agrees not to conduct unethical practices per the requirements of Paragraphs 8 and 10 of these Instructions to Bidders regarding Ethics. Failure to comply shall subject the bidder to the penalties in the City Code.
- e. He / She warrants the bid for a period of not less than 60 days as provided in Paragraph 20(g) of these Instructions to Bidders.



**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

**4. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

- a. Bidders shall promptly notify the Project Manager in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents or after observing the work site and local conditions. Failure to notify the Project Manager of such ambiguity, inconsistency or error before bid opening shall be treated as a waiver of any claims, extra expense or additional right otherwise due the bidder.
- b. Bidders' comments concerning defects and questionable or objectionable material in the IFB must be in writing and received by the Project Manager at [sdutra@northpolepolice.org](mailto:sdutra@northpolepolice.org) and prior to the date indicated on the cover page of these bid documents. Such comments shall allow time for an amendment to be issued, if one is required. They will also help prevent the opening of a defective bid, upon which award cannot be made, and the exposure of bidders' prices.
- c. The Project Manager will make any interpretation, correction, or change of the bidding documents by written addendum. Interpretations, corrections, or changes of the bidding documents made in any other manner or by any other person will not be binding; bidders shall not rely upon such interpretations, corrections, and changes. A bidder who relies upon an interpretation, correction, or change to the bidding documents which is not in written form of an addenda, issued by the Project Manager does so at his own peril without any recourse against the City.
- d. The City will disallow bidders' protests based upon any omissions or errors in the content of the Invitation for Bid if such protests are not made known before the bid opening.

**5. ADDENDA**

- a. The Project Manager will send notices of addenda to all persons who have officially requested a bid for this project, as required in the Public Announcement.
- b. The Project Manager will issue no addenda later than **February 10, 2017 at 5:00 p.m.**; however, an addendum withdrawing the request for bids, or one which includes postponement of the date for receipt of bids, may be issued at any time.
- c. It is the bidder's responsibility to ascertain before submitting his/her bid that he/she has received all addenda issued. The bidder shall acknowledge receipt of such addenda in the space provided on the bid form. Bids which fail to acknowledge receipt of all addenda are non-responsive.

**6. SUBSTITUTIONS AND PRE-APPROVED EQUALS**

- a. The City will not consider any additional pre-approved equals unless the Project Manager receives a written request for pre-approved equals. Each such request shall identify the material or equipment in the specifications which is to be pre-approved and a complete description of the proposed pre-approved equal, including drawings, cuts, performance and test data, and any other information necessary for an evaluation. Such a request shall include a statement setting forth any changes in other materials, equipment, or other work that incorporation of the additional pre-approved equal would require. The burden of proof of the merit of the proposed pre-approved equal is upon the proposer. The City's decision of approval or disapproval of a proposed pre-approved equal is final. Note: Failure to submit on any item whose specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted will cause that item to be rejected during the completion of the work.

**Project Name: City Facilities Access Control Project**

**Project Number: IFB 17-01**

**Grant #20SHSP-GY15 (PBD #4)**

- b. If the City approves any proposed pre-approved equal before the opening of bids, such approval will be made by addendum. Approvals made in any other manner are not binding.
- c. The Project Manager will consider no substitutions after the contract award unless specifically provided in the contract documents or it is the cities interest to do so.

**7. PREPARATION OF BIDS**

- a. All bids must be submitted on forms supplied for the purpose. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made on or included with the bid form. Bids must bear an original signature by a duly authorized representative of the bidder. Bidders may make copies of bid forms for submission of bids. If erasures or other changes (such as using correction fluid or other correction method) appear on the forms, each such erasure or change must be initialed by the person signing the bid.
- b. Information required on the bid form shall be completed for all items; failure to do so may render the bid non-responsive. When the solicitation does not require quotations on all items, bidders should insert the words "no bid" in the space provided for any items on which no quotation is made.
- c. All bid documents, including the bid and bid guaranty, shall bear an original signature and be enclosed and sealed in an envelope. All bids must be clearly marked with the IFB number and the time and date of the bid opening. Failure to comply shall render the bid non-responsive.
- d. Telegraphic and Facsimile bids shall be considered non-responsive. Bidders may acknowledge addenda by email by signing the addendum in the space provided and transmit to email address [sdutra@northpolepolice.org](mailto:sdutra@northpolepolice.org) in PDF format. It shall, per paragraph 5 of these instructions to bidders, remain the responsibility of the bidder to acknowledge addenda before the time of the bid opening. Bidders are, therefore, strongly encouraged to confirm receipt of their acknowledgment with the Project Manager prior to the bid opening via the above listed email.
- e. The Project Manager will consider modification or correction of bids already submitted, provided the City Clerk receives the request before the time set for opening the bids in the IFB. The original bid, as modified by such written communication, will be considered as the bid. The modification or correction must be sealed and clearly marked as a modification or correction to the original bid delivered to the City Clerk prior to the time of bid and signed by the same person as the bid. Telegraphic and Facsimile bids shall be considered non-responsive. It is the bidder's responsibility to confirm receipt of the modification or correction by the Project Manager prior to the time of the bid opening.

**8. NON-COLLUSION AFFIDAVIT**

The bidder shall certify that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connect with this project. The certification shall be done on the Non-Collusion Affidavit provided with the Bidding Documents, or copy thereof. Failure to provide the certification on the correct form shall render the bid non-responsive.

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

**9. ALTERNATIVE BIDS**

The Project Manager will consider no alternative bids, unless alternative bids are specifically requested.

**10. ETHICS - Repealed**

**11. BID PREPARATION COSTS**

Except in the case of a successful bid protest, the submission or attempted submission of any bid shall be considered a waiver by the bidder of a claim against the City, its agents or employees, of any costs incurred in bid preparation. In the case of a successful bid protest, only those costs specifically allowed in the City of North Pole Code shall be allowed to the bidder and all other costs of the bidder are considered waived by submission of the bid.

**12. BID GUARANTY**

- a. Each bid shall be accompanied by a certified check, bank cashier's check, or bid bond issued by a surety company licensed to do business in the State of Alaska, or money order in an amount equal to at least ten percent (10%) of the amount of the bid if the bid does not exceed \$100,000; or ten percent (10%) of the first \$100,000 and five percent (5%) of the amount of the bid over \$100,000 up to a maximum of \$200,000 in security of the bid and payable without condition to the City. This deposit is a guaranty that the bidder, if awarded the contract, will promptly execute the agreement, will furnish good and sufficient bond for the faithful performance of the agreement and for the payment to all persons supplying labor and material for the work, (see General Conditions) and provide the appropriate certificates of insurance (see General Conditions). If the successful bidder fails to execute and deliver the agreements, furnish the required security and provide the required insurance certificates within 10 days after Notice of Award, unless the City has received and approved prior notification of delays, the bid guarantee of that bidder shall as a liquidated damage, not a penalty, be redeemed by the City. The bid guarantees of all bidders except the three lowest responsive will be returned promptly after the purchasing agent's review of the bids and identification of the three lowest responsive bids.
- b. The City may retain the bid guaranty of bidders to whom an award is being considered until either (a) the agreement has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.
- c. If the bidder elects to provide the bid guarantee in the form of a bid bond, the bidder shall submit the bond on the form supplied. The persons executing the bid bonds on behalf of the bidder and their surety shall be authorized to bind their respective companies and shall provide original signatures. Any power of attorneys attached to the bid bonds shall be regular and effective in all respects. Failure to provide the original signatures by authorized persons or to provide effective power of attorneys, for persons so required, shall render the bid non-responsive.

**13. BID CANCELLATION**

The City may cancel, postpone to a definite or indefinite time, or reject any bid or proposal in whole or in part whenever, if in the sole discretion of the City, it is in the best interest of the City.

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

**14. WITHDRAWAL OF BIDS**

Bids may be withdrawn on written request received by the purchasing agent before the time fixed for the bid opening.

**15. RECEIPT AND OPENING OF BIDS**

- a. The City Clerk will receive bids during the period stated in the Invitation for Bid or as modified by amendment. Bids shall be delivered to the City Clerk's Office. Bids may be mailed, at the bidder's risk to: City Clerk, 125 Snowman Lane, North Pole, AK 99705. Telegraphic or facsimile bids shall not be considered. Bidders shall identify the project name, bid number, and bid opening date on the front of the sealed bid envelope. Bids received before the time set for opening will be kept sealed and secure. The time stamp in the City Clerk's Office will determine the time for receipt. It is the responsibility of the bidder to see that his or her bid is submitted in time.
- b. The City is not responsible for the premature opening of, or the failure to open, a bid not properly addressed and identified or any other problem not caused by the sole negligence of the City.
- c. At the time and place set for the opening of bids, the City's representative will cause the bids to be opened and publicly read aloud, except in bids where Bidder qualifications are required. Where qualifications are required, the Apparent Successful Bidder shall be announced upon completion of review and evaluation of such qualifications. Bidders and other persons properly interested may be present.
- d. After the bids are opened and read, they will be evaluated according to Paragraph 20 of these instructions to bidders and for responsiveness, and may be further evaluated based on additional qualifications requirements when set forth in the Bid Documents. .

**16. BIDDERS SUBMITTING MORE THAN ONE BID**

If one party or legal entity offers more than one bid in the name of his or her clerk, partner, agent, or other person, all such bids will be rejected. A party or legal entity who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from directly submitting a bid for the work.

**17. LATE BIDS**

Late bids are bids received after the time and date set for receipt of the IFB. The purchasing agent will consider no bids received after the scheduled opening time, but will hold such late bids unopened in the bid file, unless the bidder requests or agrees to other disposition. Other disposition will not take place until after award.

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

**18. QUALIFICATIONS OF BIDDERS**

Pursuant to bid requirements prior to contract award, the City may request a bidder to submit a detailed statement of his or her qualifications, including previous experience in performing similar or comparable work, business and technical organization, financial resources, and equipment and plant available to perform the work. The City may take such steps as it deems necessary to determine the ability of the bidder to perform the duties under the contract, and the bidder shall furnish the City all such information and data for this purpose as may be requested. The City may reject any bid where an investigation of the available information does not satisfy the City that the bidder is qualified to carry out properly the terms of the contract. All bidders shall be licensed to do business in the State of Alaska prior to award.

**19. N/A**

**20. AWARD OF CONTRACT**

- a. The City intends to award a contract to the responsible and responsive bidder submitting the lowest bid complying with the requirements of the bid documents, provided his bid is reasonable and it is in the best interest of the City to accept it. In determining "responsibility" the awarding authority may consider:
  1. The ability, capacity and skill of the Bidder to perform the contract;
  2. The Bidder's ability to perform the contract within the time specified, without delay or interference;
  3. The character, integrity, reputation, experience and efficiency of the Bidder;
  4. The quality of performance of previous contracts;
  5. The past and existing ability by the Bidder to comply with laws and ordinances relevant to the contract;
  6. The sufficiency of the financial resources and ability of the Bidder to perform the contract; and
  7. The number and scope of conditions and qualifications included in the Bid Documents.
- b. The City may accept or reject any or all items of any bid where such acceptance or rejection is appropriate and does not affect the basic bid.
- c. The City shall have the right, at its sole discretion, to accept Alternates in the numerical order listed and to determine the low bidder on the basis of the sum of the Base Bid and Alternates accepted. The City, at its sole discretion, may modify the numerical order of the alternates if that modification does not result in a change in the ranking of the low bidder.
- d. The City may waive minor deviations from the specifications, and may waive any informality in bids received, when such waiver is determined by the purchasing agent to be in the best interest of the City. Informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions are negligible, and waiver of the informality does not grant the bidder a competitive advantage.

**Project Name: City Facilities Access Control Project**

**Project Number: IFB 17-01**

**Grant #20SHSP-GY15 (PBD #4)**

- e. The City may reject a bid when 1) the bidder is not in a position to perform the contract; 2) the bid and any provided bid bonds do not bear original signatures and are not signed by hand; 3) the bidder fails to furnish bid bonds, in an acceptable form, or surety deposits, plans, specifications, samples, and so forth, when any were specifically called for in the IFB; 4) the bidder has failed to use the required bid form; or 5) the bidder otherwise fails to qualify as a responsible and responsive bidder.
- f. The City may reject the bid of a bidder who 1) has previously failed to perform properly or complete on time contracts of a similar nature; 2) has previously defaulted on any contract with the City; 3) is not, in the opinion of the City, in a position to perform the contract; or, 4) any other cause listed determined by the city.
- g. The bid quotation shall be in effect a minimum of sixty (60) days after the bid opening.
- h. The City may reject the bid of a bidder if it is determined that the bid is materially unbalanced or lacks integrity in the unit prices bid to the detriment of the OWNER or other bidders. A bid is materially unbalanced if there is reasonable doubt that award to the bidder submitting the mathematically unbalanced bid will result in the lowest ultimate cost to the OWNER. Consequently, a materially unbalanced bid may not be accepted. This provision applies equally to all items including the alternative items.

**21. LOCAL BIDDER PREFERENCE (See Bid Form)**

**NOT USED FOR THIS CONTRACT**

**22. SUBCONTRACTS**

Prior to close of business on the seventh working day after Bid Opening or, if the apparent low Bidder is not identified at Bid Opening, the seventh working day after receipt of written notice, the apparent low Bidder must provide a list of sub-contractors to the Project Manager. The list must include the name and location of the place of business for each subcontractor and evidence of the subcontractor's valid state business license. A bidder for a construction contract shall also submit evidence of each subcontractor's registration under AS 08.18.

If the Bidder does not intend to sub-contract any work on this contract, a statement to that effect is required prior to the due date of the list.

Failure to submit the list with all required information by the due date may result in the Bidder being declared non-responsible and may result in the Bidder's bid bond being forfeited as liquidated damages.

The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a sub-contract under this contract must be acceptable to the Owner.

**23. PERFORMANCE AND PAYMENT BONDS AND CERTIFICATES OF INSURANCE**

The successful bidder shall, within 10 days of the Notice of Award or upon execution of the Agreement, whichever occurs first, furnish:

- 1. A copy of the Agreement signed by a person authorized to bind the bidder to a contract.

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

2. A Performance Bond with a corporate surety qualified to do business in the State; the amount of the Performance Bond shall be equivalent to the amount of the Payment Bond.
  3. A Payment Bond with a corporate surety qualified to do business in the State; when the total amount payable by the terms of the contract is not more than \$1,000,000, the Payment Bond shall be in a sum of one-half the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract is more than \$1,000,000 and not more than \$5,000,000, the Payment Bid Bond shall be in a sum of 40 percent of the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract is more than \$5,000,000, the Payment Bond shall be in the sum of \$2,500,000. These bonds shall be secured by a surety company satisfactory to the City. The successful bidder will be required to use the bond forms included in the bidding documents.
  4. Certificates of Insurance or other acceptable evidence of insurance as required in Article 5 of the General Conditions of the Contract. The insurance shall be provided by a firm acceptable to the City on a form acceptable to the City.
25. DEFINITIONS AND TERMINOLOGY:
1. Unless noted otherwise, all words and terms shall have the same meanings as listed in the General Conditions of the Contract as modified by the Supplementary Conditions.
  2. The following words shall have the following meanings in the Bidding Documents:
    - a. *Bidder*—The corporation, limited liability company, partnership or individual preparing and/or submitting a proposal to the City pursuant to the terms and conditions of this Invitation to Bid.
    - b. *City*—City of North Pole of Alaska.
    - c. *Project Manager*—the City Project Manager or his designee employed by the City who is responsible for the administration of the construction contract.
    - d. *Architect*— does not apply to this contract.

End of Instructions to Bidders

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

## **SECTION 4**

### **BIDDER SELECTION EVALUATION CRITERIA & BASIS OF AWARD**



**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

**SECTION 4**  
**PART A**

**BIDDER EVALUATION CRITERIA**  
**TOTAL MAXIMUM POINTS = 100**

The following criteria will serve as evaluation guidelines for each Evaluation Committee Member. The Proposer is advised to address each criterion directly.

**1. QUALIFICATIONS (60 Total Points Maximum)**

**A. Firm / Team Qualifications (35 Points Maximum)**

- 1) Provide company history, references, and years established in this specialty. If Bidder is using a subcontractor, provide the same information.
- 2) Performance History – Proposer's previous performance in installation of Access Control Systems including design, configuration and associated system and door hardware.
- 3) REQUIRED (Pass / Fail): The Job Site Superintendent for this project shall be technicians that have been factory trained by the manufacturer, and will be present on the job site during all work to supervise all work and workers. Submit certifications.
- 4) Qualifications of installer: The lead cable installers for this project should be certified in BICSI Level II (ITS Technician) construction code standards for structured cabling. BICSI Level I installers may be submitted: verify that such shall be under the direct supervision of BICSI Level II certified personnel at all times. Submit Certifications.
- 5) Experience. Completed installations of similar nature in the last 5 years.
- 6) Project brief team organization; provide org chart or listing

**B. Project Manager Qualifications ( 25 Points Maximum)**

- 1) Personal qualification and prior experience with project of similar type.
- 2) Role during design and construction phase.

**C. PREFERRED: The City prefers the bidder to have an Alaska based presence or office. Please indicate and describe.**

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

**QUALITY OF BIDDERS RESPONSE (30 Total Points Maximum)**

**A. General Design & Installation**

- 1) Cover letter with Project Narrative: Describe the intended solution to the Bid requirements; describe key project steps in performance of the Work. Describe special tasks (e.g., testing & certification)
- 2) Proposed Consultation Process & Field Coordination with Owner
- 3) Proposed total system meets Owner requirements for function, maintenance and durability.

4) **SCHEDULE** (10 Points Maximum)

Submit a project schedule based upon the number of calendar days required to perform the work following Notice to Proceed under the Agreement. Schedule may be in any clearly displayed format. Show milestones and durations.

- a. Owner Meeting and consultation
- b. System Design Documents.
- c. Materials Delivered and Commencement of the Work
- d. Substantial Completion of the Work (functioning)

**SPECIAL NOTE:** Proposer submittals will first be scored on a "yes" / "No" (pass / fail) for completeness, determining that the proposer did submit a response for each criteria. The proposal will next be scored for award of quality points.

**SECTION 4**  
**PART B**

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

## **BASIS OF AWARD**

### **Evaluation, Part B: Fixed Price Bid and Price per Quality Point**

After Qualification scores are established under **Part A1**, sealed envelopes containing each Bidder's Bid Form shall be publicly opened, read aloud, and tallied under **Part B**. The dollar total of each Bid shall be divided by the total Quality Points assigned to qualifications submittals, the result of which will be the final Cost per Quality Point.

Generic Example: \$125,000 (Fixed Price) / 87 Quality Points = \$1,436.78 Cost per Quality Point.

**Base Bid and Additive Alternative Bids will be combined if bid pricing is conducive to the city. Base bid may be combined with Additive Alternates in any order they prefer to achieve the most affective award.**

**Contract Award.** A binding contract between the successful Bidder and the City is subject to approval by the City Mayor AND by the City Council. Prompt approval is anticipated, subject to the ten-day Bid Protest Period.

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

## SECTION 5

### BID FORM

\_\_\_\_\_ ("Bidder"),  
doing business as \_\_\_\_\_

[(a corporation, organized and existing under the laws of the State of \_\_\_\_\_,  
or (a limited liability company) or (a partnership) or (a joint venture) or (an individual); *please select one*],  
hereby submits to the City of North Pole, North Pole, Alaska ("Owner") a bid for all work required to  
complete the **City Facilities Access Control Project, City Project Number IFB 17-01**.

1. The Bidder, in compliance with the City's requirements for Invitation for Bids for the construction of the project indicated above, has examined the plans, specifications with related documents, and the conditions at the site of the proposed project, including the availability of materials and labor, utilities, and proposes to furnish all labor, material, and equipment required for the project in accordance with the contract documents, within the time limits set forth in those documents, and at the prices stated below. These prices cover all expenses incurred in performing the work under the contract documents.
2. The Bidder agrees to commence work upon receipt of a written "Notice to Proceed" from the Owner and to fully complete the project within the time stated in the specifications. The Bidder agrees to pay damages to the City as provided in Article 3.3 of the Agreement.
3. The Bidder represents to the City that the Bidder has relied upon no oral representations from the City or its consultants in the preparation of this bid and acknowledges receipt of the following addenda (if any):  
Addendum No. 1  
Addendum No. 2  
Addendum No. 3
4. The Bidder agrees that if a contract is awarded for this project, the contract price will be determined from the bid item(s).
5. The Bidder, within ten (10) days after the contract award, the Bidder agrees to execute the standard form of agreement and the certificates of insurance as required the General Conditions, 4) a copy of his current Alaska contractor's license, and 5) a copy of his current Alaska and City of North Pole business licenses.

Unless the City has received and approved prior notification of delays, the City has the option to cancel this award and negotiate with the next low bidder if the executed Standard Form of Agreement, bonds and licenses listed above are not furnished within ten (10) days after the contract award. Should the City exercise this option, the Bidder's guaranty shall be forfeited as a liquidated damage, not as a penalty to the City.

7. Price Schedule and Base Bid Computation:

Prices for all items shown following, including both unit price and fixed price items, are complete prices for all work directly allocable to the items including, but not limited to, supervision, coordination, mobilization and demobilization, equipment, labor, materials, freight, services, permits, transportation, and overhead.

Project Name: City Facilities Access Control Project  
Project Number: IFB 17-01  
Grant #20SHSP-GY15 (PBD #4)

### PRICE SCHEDULE

**BASE BID** (lump sum): **Police Department / City Hall**

\$ \_\_\_\_\_  
(numbers)

( \_\_\_\_\_ dollars)  
(in words)

#### Additive Alternates

##### FECC Additive Alternate #1

BID (lump sum) \$ \_\_\_\_\_  
In words ( \_\_\_\_\_ ) dollars)

##### Accountants Door: Additive Alternate #2

BID (lump sum) \$ \_\_\_\_\_  
In words ( \_\_\_\_\_ ) dollars)

##### Director of City Services Door: Additive Alternate #3

BID (lump sum) \$ \_\_\_\_\_  
In words ( \_\_\_\_\_ ) dollars)

##### Mayors Office Door: Additive Alternate #4

BID (lump sum) \$ \_\_\_\_\_  
In words ( \_\_\_\_\_ ) dollars)

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

BIDDER: \_\_\_\_\_

\_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

\_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_ (CORPORATE SEAL)  
Attest by Corporate Secretary (if applicable)

Contractor's License No.: \_\_\_\_\_ AK Business License No.: \_\_\_\_\_

City of North Pole Business License No.: \_\_\_\_\_

\_\_\_\_\_  
End of Bid Form

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

**SECTION 5**

**PAYMENT AND PERFORMANCE BONDS**  
**&**  
**CONTRACT FORMS / CERTIFICATES**

**INDEX**

1. Bonds and Certificates, General .....  
2. Bid Bond .....  
3. Performance Bond .....  
4. Payment Bond.....  
6. Contractor's Affidavit of Payment .....  
7. Consent of Surety Company .....  
8. Department of Labor Clearance .....  
9. Certificate of Substantial Completion .....  
10. Release on Contract.....



**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

## **BONDS AND CERTIFICATES**

### **CONTRACT FORMS - INSTRUCTIONS**

- A. Bid Bond will be required
- (1) Ten percent of the amount of the bid if the bid does not exceed \$100,000.00; or
  - (2) Ten percent of the first \$100,000.00 and five percent of the amount of the bid over \$100,000.00 if the bid exceeds \$100,000.00 up to a maximum of \$200,000.00 in security.
  - (3) When the invitation for bid requires security, the purchasing agent shall reject a bid that does not substantially comply with the bid security requirement.  
(Code 1960, § 13.210)
- B. Performance Bond will be required on this Project in the amount of one-hundred percent (100%) of the Contract Price. A sample bond form is attached herein.
- C. Payment Bond will be required on this Project in the amount of one-hundred percent (100%) of the Contract Price. A sample bond form is attached herein.
- D. Other required certificates are as provided in this section.

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

**BID BOND**

KNOW THE MEN BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are hereby held and firmly bound onto the City  
of North Pole as Owner in the penal sum of \_\_\_\_\_ for the payment of which, well and  
truly to be made, we hereby jointly and severally, bind ourselves, our heirs, executors, administrators,  
successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted  
to the Owner a certain Proposal, attached hereto and hereby made a part hereof, to  
enter into a contract in writing for the design and construction of the **City Facilities  
Access Control Project** in response to the Owner's Request for Proposals (IFB 17-01), dated  
\_\_\_\_\_.

NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate,
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Proposal, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, The Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by the proper officers, the day and year set forth below.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017  
\_\_\_\_\_  
(L.S.)  
Principal  
\_\_\_\_\_  
Surety  
By: \_\_\_\_\_

SEAL

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

## **PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_, a Corporation and hereinafter called "Principal" and (3) of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called "Surety" are held and firmly bound on to the City of North Pole, hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, as we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, a copy of which is hereto attached and made a part hereof for the construction of the **City Facilities Access Control Project** in response to the Owner's Invitation to Bid, dated \_\_\_\_\_.

**NOW THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings covenants, terms conditions, and Construction Services Contracts of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**PROVIDED FURTHER**, that no final settlement between the Owner and the Construction Manager at Risk Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

### **ATTEST:**

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (4)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

**ATTEST:**

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

**NOTE:** Date of Bond must not be prior to date of Contract.

- (1) Correct name of Design-Build Contractor
- (2) A Corporation, a Partnership, or an Individual, as case may be
- (3) Correct name of Surety
- (4) If Design-Builder is Partnership, all partners should execute bond.

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

### **PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_, a Corporation, and hereinafter called "Principal" and \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called "Surety" are held and firmly bound on to the **City of North Pole**, hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, as we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, **2017**, a copy of which is hereto attached and made a part hereof for construction of the **City Facilities Access Control Project** in response to the Owner's Invitation to Bid , dated \_\_\_\_\_.

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations providing professional design services, furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorization extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**PROVIDED, FURTHER**, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, **2017**.

**ATTEST:**

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (4)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

**ATTEST:**

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Surety

Address

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct name of Design-Build Contractor
- (2) A Corporation, a Partnership, or an Individual, as case may be
- (3) Correct name of Surety
- (4) If Design-Builder is Partnership, all partners should execute bond.



**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

## CONTRACTORS AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

**Project Name: City Facilities Access Control Project**

**Contract No. IFB 17-01**

Contractor: \_\_\_\_\_

Contract Date \_\_\_\_\_

Date Issued \_\_\_\_\_

Owner

City of North Pole

125 Snowman Lane

North Pole, Alaska, 99705

WHEREAS, by the terms of the referenced contract entered in to for construction of the above mentioned Project, the undersigned, pursuant to the General Conditions of the Contract for the construction hereby certifies that, except as listed below, has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner the Owner's property may in any way be held responsible.

**EXCEPTIONS (if any):**

## ACKNOWLEDGMENT

State of Alaska )  
 )ss  
 \_\_\_\_\_ Judicial District )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017

NOTARY PUBLIC:  
Commission Expires:

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

CONSENT OF SURETY COMPANY  
TO FINAL PAYMENT

Project Name: **City Facilities Access Control Project**

Contract No. **IFB 17-01**

Contractor: \_\_\_\_\_

Contract Date \_\_\_\_\_

Date Issued: \_\_\_\_\_

Owner

City of North Pole

125 Snowman Lane

North Pole, Alaska 99705

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above:

\_\_\_\_\_  
(Surety Company)

On bond of

\_\_\_\_\_  
(Contractor)

**hereby approves of the final payment** to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the City of North Pole, Owner, as set forth in said Surety Company's bond. Surety expressly agrees that any and all valid claims of sub-contractors and all persons supplying labor or materials to the project will be satisfied by Contractor or Surety in a the most timely manner practical.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this

\_\_\_\_\_ Day of \_\_\_\_\_ **2017.**

\_\_\_\_\_  
Name of Surety Company

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

Signature of Authorized Representative

\_\_\_\_\_  
Title

SECTION 4

Contract Forms—Consent of Surety

Page 1

DEPARTMENT OF LABOR CLEARANCE FOR FINAL PAYMENT

To: State of Alaska Department of Labor  
Wage & Hour Division  
675 7<sup>th</sup> Avenue Station J-1  
North Pole, Alaska 99701

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We respectfully request a Department of Labor, Wage & Hour clearance on the following construction project

Project Name: **City Facilities Access Control Project** Contract No. **IFB 17-01**

Contract Date \_\_\_\_\_

Date Issued: \_\_\_\_\_

Owner:

City of North Pole  
125 Snowman Lane  
North Pole, Alaska 99705

☐ Clearance is granted

☐ Clearance is denied for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(Signature of Authorized Department of Labor Representative)

Note to Contractor: This form must be completed and submitted with your Final Pay Request.

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: **City Facilities Access Control Project**

Contract No. **IFB 17-01**

Contractor: \_\_\_\_\_

Contract Date \_\_\_\_\_

Date Issued: \_\_\_\_\_

Owner: City of North Pole

125 Snowman lane

North Pole, Alaska 99705

### PERFORMANCE OF THE WORK

The work performed under this contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as \_\_\_\_\_  
2017.

### Definition of Date of Substantial Completion:

The date of substantial completion is the date certified by the Owner when the work is substantially complete in accordance with, and as defined in, the Contract Documents.

A list of items to be completed or corrected, if any, prepared by the Owner, as verified and amended by the Architect is appended hereto as Exhibit A to Certificate of Substantial Completion. The failure to include any items or such list does not alter the responsibility of the Contractor to complete the project in accordance with the Contract Documents.

### PROJECT MANAGER

By: \_\_\_\_\_

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

The Contractor will complete or correct the work on the list of items appended hereto, if any, within 30 days from the date of substantial completion.

CONTRACTOR: \_\_\_\_\_ Date \_\_\_\_\_

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

IN RELIANCE upon the certification of the Contractor and the Project Manager, the Owner hereby accepts the Project as Substantially Complete. In accordance with the Contract Documents, the Owner hereby elects to assume occupancy at \_\_\_\_\_ a.m / p.m. on \_\_\_\_\_  
2017.

OWNER: City of North Pole

By: \_\_\_\_\_ Date \_\_\_\_\_

Title

### SECTION 5

Contract Forms

Page 2

**City Facilities Access Control Project**

**CONTRACT RELEASE FORM**

PROJECT NUMBER: IFB \_\_\_\_\_

**CERTIFICATE OF RELEASE**

FROM: \_\_\_\_\_  
(Name of Contractor)

TO: CITY OF NORTH POLE, ALASKA

RE: Contract entered into on the \_\_\_\_ day of \_\_\_\_\_, 2017

with \_\_\_\_\_  
(Contractor) (Address)

\_\_\_\_\_ for the  
construction of the **CITY FACILITIES ACCESS CONTROL PROJECT**

located in the City of North Pole, Alaska.

**KNOW ALL MEN BY THESE PRESENTS:**

- A. The undersigned hereby certifies there are no outstanding claims of laborers, materials men, subcontractors or other arising out of the performance of this contract, which might be asserted against the CITY OF NORTH POLE and the undersigned agrees that, in the event of the assertion of any such claims against the CITY OF NORTH POLE, the undersigned will indemnify and save harmless the CITY OF NORTH POLE from any such claims.
- B. That the undersigned hereby acknowledges receipt from the CITY OF NORTH POLE of all sums payable to the undersigned by the CITY OF NORTH POLE under or pursuant to the above mentioned contract with the following exceptions: (List all exceptions here. If none, state NONE.)
- C. The undersigned further certifies and acknowledges the CITY OF NORTH POLE has duly performed and fulfilled all the terms, provisions, and conditions on the part of the CITY OF NORTH POLE to be performed or fulfilled under or pursuant to said contract, with the exceptions as noted above.
- D. The undersigned certifies the wage rates paid under this contract are in conformity with the contract provisions established for wage rates.

- E. The undersigned certifies all Federal, State or Local taxes incurred by the Contractor, Subcontractors, or other persons or persons in the performance of this contract and monies owed the City of North Pole by the Contractor have been paid in full.
- F. That the undersigned, except as regards to items listed in Paragraph "B" in consideration of value received, receipt whereof is hereby acknowledged, does hereby release the CITY OF NORTH POLE from all claims arising under or by virtue of said contract.

**IN WITNESS WHEREOF**, the undersigned has signed and sealed this

instrument this \_\_\_\_ day of \_\_\_\_\_, **2017**.

\_\_\_\_\_  
Signature

\_\_\_\_\_, being first duly sworn on oath, deposes  
(name)  
and says, that he/she is the \_\_\_\_\_ of the  
(title)

\_\_\_\_\_  
(name of company)  
second, that he has read the foregoing certificate by him / her subscribed as

\_\_\_\_\_ of the \_\_\_\_\_  
(title) (name of company)  
The matters and things stated herein are, to the best of his/her knowledge and belief, are true.

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, **2017**.

\_\_\_\_\_  
Notary Public in and for the  
State of Alaska

My Commission Expires: \_\_\_\_\_

Project Name: City Facilities Access Control Project  
Project Number: **IFB 17-01**  
Grant #20SHSP-GY15 (PBD #4)

## STANDARD FORM OF AGREEMENT

---

CITY OF NORTH POLE

CONTRACT DATE:

PROJECT No.: IFB-17-01

PROJECT NAME: **City Facilities Access Control Security Project**

CONTRACT AMOUNT: \$

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*This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.*

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The parties to this Agreement are:

CITY OF NORTH POLE,  
125 Snowman Lane  
North Pole, AK 99701  
("OWNER"), and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

("CONTRACTOR").

The parties agree as follows:

### ARTICLE 1 - WORK

The CONTRACTOR will complete all work as shown in the contract documents. The Work consists of, but is not necessarily limited to:

Installation, configuration, testing, commissioning and training all required, as indicated in the Contract Documents and the Contractor's bid and technical proposal, incorporated hereto as though set out in the entirety..

### ARTICLE 2 – PROJECT MANAGER

The OWNER's representative for this project is Steve Dutra, who will act as the PROJECT MANAGER in connection with the project.



Project Name: City Facilities Access Control Project  
Project Number: **IFB 17-01**  
Grant #20SHSP-GY15 (PBD #4)

### ARTICLE 3 - CONTRACT TIME

#### 3.1 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 3.2 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before **June 30, 2017**, and fully completed and ready for final payment on or before **July 7, 2017**.

#### 3.3 *Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer loss if the Work is not completed within the times specified in paragraph 3.2 above, plus any extensions thereof allowed in accordance with Article 5 of the General Conditions. The CONTRACTOR and OWNER agree a failure to complete the work as described herein constitutes a substantial violation of the Contract Documents as described in Paragraph 5 of the General Conditions. However, without prejudice to any other remedies, at the OWNER's sole option, the CONTRACTOR may retain the right to complete the Work, provided CONTRACTOR shall pay OWNER any damages for delay.

### ARTICLE 4 - CONTRACT PRICE

- 4.1 The OWNER will pay the 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 paragraphs 4.1.A, below, subject to adjustment by modifications as provided in the contract documents:

- A. For all Work a Lump Sum of:

\_\_\_\_\_  
( \$numbers )

### ARTICLE 5 - PAYMENT SCHEDULE

The CONTRACTOR shall, not more than once a month, submit Applications for Payment in accordance with Article 16 of the General Conditions. Applications for Payment will be processed by the Project Manager.

- 5.1 Prior to Final Completion OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as approved and less any retainage as provided in Article 36 of the General Conditions.

Project Name: City Facilities Access Control Project  
Project Number: **IFB 17-01**  
Grant #20SHSP-GY15 (PBD #4)

- 5.2 The OWNER, upon recommendation of the Project Manager, shall make final payment of all money due on this agreement within thirty (30) days of completion and acceptance by the OWNER as provided in Article 36 of the General Conditions, subject however, to any offsets or damages sustained by the OWNER.

#### ARTICLE 6 - CONTRACT DOCUMENTS

The contract documents which comprise the contract between the CITY and the CONTRACTOR are made a part of this Agreement and consist of the following:

- 6.1 This Agreement (pages 1 through 5, inclusive).

- 6.2 Contract documents consisting of:

- a. This Standard Agreement
- b. All forms and documentation included in the City's Invitation to Bid.

- 6.3 Exhibits to this agreement consisting of:

- a. Notice to Proceed
- b. Contractor's Bid Form
- c. Documentation submitted by CONTRACTOR prior to Notice of Award; Contractors Qualifications and Project Narrative Submittal
- d. The General Conditions.

All incorporated by reference as though set out in full.

- 6.4 The following Addendums:

- 6.5 Any modifications, including change orders, after execution of this Agreement.

- 6.6 There are no Contract Documents other than those listed above in this Article 6.

#### ARTICLE 7 - MISCELLANEOUS

- 7.1 Neither the OWNER nor the CONTRACTOR, without prior written consent of the other, shall assign in whole or in part his interest under any of the contract documents; specifically, the CONTRACTOR shall not assign any money due or to become due without the prior written consent of the OWNER.

- 7.2 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to all duties contained in the contract documents.

- 7.3 The contract documents constitute the entire agreement between the CITY and the CONTRACTOR; they supersede all prior negotiations, and may be altered or amended, only by a duly executed written instrument.

- 7.4 Terms used in this Agreement will have the meanings indicated in the General Conditions.

- 7.5 Any provision or part of the contract documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 7.6 The failure of the OWNER to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions.

#### ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations;
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. 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.
  - C. CONTRACTOR is familiar and will comply with all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Special Provisions and (2) reports and drawings of Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions.
  - E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, method, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences and procedures of construction, if any expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
  - F. 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.
  - G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

Project Name: City Facilities Access Control Project  
Project Number: **IFB 17-01**  
Grant #20SHSP-GY15 (PBD #4)

- H. CONTRACTOR has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.
- I. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishing of the Work.

#### ARTICLE 9 - Termination for Convenience

9.1 Upon ten (10) days' written notice to Contractor, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

- .1 All Work executed and for proven loss, cost or expense in connection with the Work;
- .2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

9.2 If Owner terminates this Agreement pursuant to Section 9.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product are hereby established.

Project Name: City Facilities Access Control Project  
Project Number: **IFB 17-01**  
Grant #20SHSP-GY15 (PBD #4)

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ACCEPTED

BY: \_\_\_\_\_ Date \_\_\_\_\_

(CORPORATE SEAL)

ATTEST: \_\_\_\_\_ Date \_\_\_\_\_  
Corporate Secretary (if applicable)

Note: If CONTRACTOR is a Corporation, a Limited Liability Company or a Partnership, attach evidence of authority to sign.

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CITY OF NORTH POLE  
NORTH POLE, ALASKA  
(Owner)  
APPROVED

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Bryce Ward, Mayor

ATTEST: \_\_\_\_\_ Date \_\_\_\_\_  
Kathy Weber, City Clerk

RECOMENDED

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Steve Dutra, Project Manager

APPROVED AS TO FORM

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Zane Wilson, City Attorney

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End of Standard Form of Agreement

**Project Name: City Facilities Access Control Project**

**Project Number: IFB 17-01**

**Grant #20SHSP-GY15 (PBD #4)**

## SECTION 8 WAGE DETERMINATION FOR THIS CONTRACT

State of Alaska, Department of Labor  
LABORER'S & MECHANICS MINIMUM RATES OF PAY  
CURRENT Effective Version: April 1, 2015

NOTE: Contractor shall obtain a complete copy of Pamphlet 600 for wage determinations, available on line at:

**<http://www.labor.state.ak.us/lss/forms/pamp600-090114.pdf>**

It is the Contractors responsibility to submit **"Notice of Work"** to the Department, comply with Department regulations, using the on-line filing system at <http://my.alaska.gov> and to file Certified Payroll, providing a copy to the City. The City will file **"Notice of Award"** with the Department, who will assign a project number for the contractor's use.

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

## **SECTION 9**

### **GENERAL CONDITIONS**

#### **Article 1. Bonds and Insurance**

##### **Certificate of Insurance**

Contractor must furnish a certificate of insurance within the (10) days of receipt of the Notice-of-Intent to Award and must endorse policies to provide for a thirty (30) day prior notice of cancellation, non-renewal or material change of the policies. Failure to furnish satisfactory evidence of insurance or lapse of policy is a material breach of the contract and grounds for termination of this agreement. Each policy shall be endorsed with a waiver of subrogation in favor of the Owner. All other insurance policies required of the Contractor by this agreement shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insured carried by the Owner will be excess only and will not contribute with the insurance required by this agreement. All other insurance policies required of the Contractor and subcontractors by this Agreement shall be endorsed to name the Owner as additional insured. All insurance shall be on an occurrence from acceptable to the Owner and having an A.M. Best rating of "A" or better.

1. Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation. Employers' liability insurance shall be in the amount no less than \$500,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employee, coverage shall be included for such injuries or claims.

2. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with limits not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate not excluding premises operations, independent contractors, products, and completed operations, broad form property damage, blanket contractual, explosion, collapse and underground hazards. **Limits may be a combination of primary and excess (umbrella) policy forms.**

**Project Name: City Facilities Access Control Project**

**Project Number: IFB 17-01**

**Grant #20SHSP-GY15 (PBD #4)**

3. Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence bodily injury and property damage.

4. Property Insurance: The Contractor shall submit to the Owner evidence of All Risk Builder's Risk Insurance for all physical loss, including earthquake and flood (100% completed value basis) upon the entire work naming the Owner, the Contractor and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the project is completed by the Contractor and accepted by the Owner. The policy, by endorsement, shall specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work. (Only if applicable)

A. PROOF OF INSURANCE: The Contractor shall furnish the Owner with a Certificate of Insurance or where requested by the Owner, the policy declaration page with required endorsements attached thereto showing the type, amount, effective dates and dates of expiration of all policies. All endorsements shall reference policy number and the project name and project number. The Owner is the City of North Pole and is to be identified on all certificates and endorsements.

B. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of North Pole its officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the contractor's operations or expiration of this Agreement, except for damage, loss or injury resulting from the Owner's gross negligence or willful misconduct.

C. Without limiting its indemnification, the Contractor shall maintain, until acceptance of the project by the Owner, occurrence type coverage of the kinds and minimum amounts set forth above. All insurance limits are minimum. If the Contractor's policy contains higher limits, the Owner shall be entitled to coverage to the extent of such higher limits. The Owner, at its sole discretion, may rise or lower the limit.

**1.6 Worker's Compensation.** A policy of Worker's Compensation, as required by AS 23.30.045. As respects Workers' Compensation insurance in the State of Alaska, Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of AS 23.30.045. If Contractor is qualified as a self-insurer in accordance with AS 23.30.045, Contractor shall so certify by letter signed by a corporate officer indicating that it is a qualified self insured, and setting forth the limits of any policy of excess insurance covering its employees.



**Project Name: City Facilities Access Control Project**

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**Grant #20SHSP-GY15 (PBD #4)**

- (i) The Contractor shall be responsible for Workers' Compensation Insurance for any Subcontractor who provides services under this Contract, to include:
  - (a) Waiver of subrogation against the State and Employer's Liability Protection in the amount of \$500,000 per person/ \$500,000 per occurrence;
  - (b) If the Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the Work, "Other States" endorsement shall be required as a Condition of the Contract.
  - (c) Whenever the work involves activity on or about navigable waters, the Workers' Compensation policy shall contain a United States Longshoreman's and Harbor Worker's Act endorsement, and when appropriate, a Maritime Employer's Liability (Jones Act) endorsement with a minimum limit of \$1,000,000.

**1.7 Bonds and Other Performance Security.** Contractor shall provide the following performance bond and labor and material payment bond or other performance security: *(Insert the amount of bonds and any other conditions of the bonds or other security)*

**Performance and Payment Bond.** The Contractor shall provide performance and payment bonds each in the amount of 100 percent of the contract price in the form provided in the IFB documents. These bonds shall serve as security for the faithful performance of the work and as security for the faithful payment and satisfaction of the persons furnishing materials and performing labor on the work. The bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of Alaska. Such bonds shall remain in force throughout the period required to complete the work, and thereafter for a period of 365 calendar days after Final Payment. The bonds must be executed by a duly licensed surety company, which is listed in the latest Circular 570 of the United States Treasury Department, as being acceptable as surety on federal bonds. No surety's liability on the bonds shall exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the bonds or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of the Contractor to the Owner as set forth herein.

**Bid Bond:** Required. See "Bonds & Certs in this Invitation for Bid.

## **Article 2 General Provisions**

**2.1 Provisions Required by Law Deemed Inserted:** Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein; and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the request of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

### **2.2 Protection of Lives and Health**

In order to protect the lives and health of its employees under the Contract, the Contractor shall comply with all pertinent provisions of Alaska Statute 18.60 and with all pertinent provisions of the "Construction Safety Code" and "General Safety Code" issued by the Alaska Department of Labor and shall take or cause to be taken such

**Project Name: City Facilities Access Control Project**

**Project Number: IFB 17-01**

**Grant #20SHSP-GY15 (PBD #4)**

additional measures as the Owner may determine to be reasonably necessary for this purpose. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

**2.3 Use of Premises and Removal of Debris**

The Contractor expressly undertakes at Contractor's own expense:

- a) To take every precaution against injuries to persons or damage to property in connection with this Project.
- b) To cleanup frequently and as often and in such manner as the Owner may direct all refuse, rubbish, scrap materials, and debris caused by the Contractor's operations to the end that at all times the Work site shall present a neat, orderly, and workmanlike appearance.
- c) Premises may only be accessed during normal business hours 8:00 a.m. 5:00 p.m. Monday through Friday.

**2.4 STANDARDS OF QUALITY**

In addition to compliance with the Codes and Standards set forth in these bid documents, Contractor shall perform all work in a neat, durable and craftsman-like manner. The finished work product shall be inspected for acceptance, which acceptance will require the highest practical degree of functional and cosmetic performance, comparable to the best peer examples in the industry as practiced in the North Pole area.

**2.5 Equal Employment Opportunity.**

The Contractor shall comply with the following applicable laws and directives and regulations of the Owner which effectuate them; all of which are incorporated herein by reference:

Title IV of Federal Civil Rights Act of 1964;  
Federal Executive Order 11625 (Equal Employment Opportunity);  
Title 41, Code of Federal Regulations, Part 60 (Equal Employment Opportunity);  
Title 49 Code of Federal Regulations, Part 21 (Discrimination);  
Alaska Statute (AS) 18.80.200-300 (Discrimination).

**3.0 Bid Bond Form and Certificates – See Bonds & Certs.**

**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

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## **SECTION 10**

### **PROJECT SUMMARY and SCOPE OF WORK**

#### **PART 1 GENERAL**

The City of North Pole maintains an enterprise-level network infrastructure. Under this project, the City is seeking to replace existing access control systems and expand access control to the Fairbanks Emergency Communications Center in times of an emergency.

**A.** The solution will provide a centralized server and distributed architecture approach, with the central server to be located in the Server Room, at Police Department or location determined to be most optimal. Access control for City Hall and the Police Department are currently provided by GE Interlogix controller with Sapphire Pro software. This software currently resides on two physical machines; under this project, management software should operate in a Windows Server 2008/2012-R2 and SQL Server 2008/2012 virtual environment. DSX or similar product is the minimum specifications for this project (see Specifications).

All doors, shall be configured as "fail secure", and all doors shall be provided with key or manual-override. Provide non-volatile master panel control. The Server Room in the Police Department will function as the software head-end location, and will be the central server for all facilities described herein unless alternate solution is determined to be more optimal. Communication with the central server and other facilities shall be made by existing IP connection between the buildings. All IT infrastructure modifications must be approved by AlasConnect as a safe, secure and compatible with current network architectures.

The selected contractor will provide all services necessary to engineer and furnish the specified systems in accordance with the guidelines, standards and limitations contained in this Invitation for Bid. Proposals shall include all work to complete the Project as required under this Scope of Work and Specifications, on a "turn-key" basis, including hardware, software, associated door hardware, locksets with cores, exit devices, card readers, electrified hinges, commissioning, line voltage supplies, low voltage power supplies, etc., all required, *such that nothing further is required of the Owner to operate the system for its intended purpose.* All wiring shall be home-run to panel(s).

The City reserves the right (a) to terminate this selection process at any time, (b) to reject any or all bids, and (c) to waive formalities and minor irregularities in the bids received. All bids submitted shall be considered the property of the City.

**Project Name: City Facilities Access Control Project**

**Project Number: IFB 17-01**

**Grant #20SHSP-GY15 (PBD #4)**

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New equipment under this contract will be installed in IT Storage communication closet or server rooms in up to two City of North Pole facilities with a remote site control routed to FECC in Fairbanks and be compatible with the Milestone software currently in use in the FECC.

1. North Pole Police Department, 120 Snowman Lane – **Base Bid**
2. North Pole City Hall, 125 Snowman lane – **Base Bid**
3. Fairbanks Emergency Communication Center (FECC) Headquarters, 911 Cushman Street 2<sup>nd</sup> floor– **Additive Alternate #1**

Bidding Note: In addition to scored evaluation criteria, this contract will be awarded on the "Base Bid".

**Additive Alternate #1 is the connectivity to FECC.**

4. **Additive Alternates #2 – 4** are listed below as door e, f and g.

**B. Device Panels and Low Voltage Supply Panels, General:** Contractor shall fix panels to either two studs (if available) or to plywood backer board, white. Provide electrical subcontracting for line voltage source.

**C. Access Controlled Doors, General:** The contractor shall mount proximity card devices at doors listed in the following Section, and as shown on the drawings (see Attachment #1 Owner Drawings) at each facility, and as described in this Section. A brief summary of background and equipment is provided for each facility, below.

**D. Access control door hardware** shall consist of standard, approved color, HID Prox readers that provide contact-less reads utilizing standard 125KHZ 26 bit or better cards. All efforts should be made to implement a system which is compatible with the City of Fairbanks HID Prox cards. No proprietary card formats shall be used. Door position switches (DPS) and Request to Exit (REX) shall be installed using supervised wiring with EOL termination resistors at the field device – DPS +REX. Supervision resistors shall not be installed at the panel side.

**E. Access control system** shall be programmable for holidays and times necessary to conduct business outside normal business hours. Access control system shall be furnished with 100 PROXII cards or better with unique facility site codes.

**F. Contractor** may use existing control boxes mounted in either city hall of police station.

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**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

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1.0 North Pole Police – 120 Snowman Lane:

Door Access Control at this facility is currently provided by a GE Security system. This system is near the end of its useful life. GE controllers located in police department IT server room and city hall records room. All GE access control equipment shall be removed, disposed, and replaced with DSX product or similar. The GE hardware is driven by GE Sapphire software, this must be replaced with WIN-DSX or similar product under this contract. All existing access control functions shall be migrated to the new system. Install spare controller cards for two future doors in both city hall and the police department.

The Police access control system provides remote release of certain doors in the Police Station. The GE / GE Sapphire system does not currently communicate with the FECC in Fairbanks. The new contractor will ensure, in additive alternate bid #1, FECC has access to both City Hall and the Police Department through existing fiber connection supplied by AlasConnect, or other suitable secure option, with all permissions controlled by the appropriate administrator.

The Administrator for the Police Department shall be able to control access to the police building and the City Hall Administrator shall be able to control access to City Hall.

**There will be no cross controls allowed.** Contractor shall provide input-output (I/O) hardware.

1.1 DSX or similar Panel (s) Location: Room IT Storage, West wall. Draw line voltage from existing J-box for new, low voltage power supply.

1.2 Police Door Schedule. Both new doors must be matched to existing doors and new locking hardware installed. All other doors with malfunctioning door locks will be replaced by contractor and part of base bid. All doors will be ensured they are in working order. See owner's drawings, Attachment #1.

- a. North entrance side door outside
  - b. Removed
  - c. Garage to Search bay
  - d. Garage to corridor hallway (inside garage)
  - e. Corridor to garage (inside corridor)
  - f. Corridor to parking lot North East door (inside)
  - g. Parking lot to corridor North East door (outside)
  - h. Corridor to kitchen
  - i. Kitchen to corridor
  - j. Kitchen to Archives
  - k. removed
  - l. Hall to kitchen
  - m. Hall to garage
-

**Project Name: City Facilities Access Control Project**

**Project Number: IFB 17-01**

**Grant #20SHSP-GY15 (PBD #4)**

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- n. Garage to hall
- o. Dispatch to evidence
- p. Dispatch to Sergeants
- q. Hall to dispatch
- r. Hall to Entry
- s. Entry to hall
- t. Hall to hall
- u. Hall to Lieutenant Office
- v. Hall to IT storage
- w. Hall to Detective
- x. Hall to Chief

**1.3 Itemized additional work:**

- a. Motion sensor unlock to be installed in large garage bay entering corridor. Must have option to use key pad without motion sensor.
- b. Kitchen to Hall – new door, frame, and locking hardware. Must be substantially similar to existing doors.
- c. Hall to Hall – new door, frame and locking hardware. Must be substantially similar to existing doors.

**2.0 City Hall – 125 Snowman Lane:**

City Hall was built in 1985 the facility is currently served with a GE Security Control System using Sapphire Pro software.

**2.2** Contractor shall remove and replace existing GE System with DSX or similar product and software and replace with the latest revision of Winstart DSX SQL available at time of award or similar product. In addition, the manufacturer's most current firmware shall be employed.

**2.3** Provide setup and programming to migrate existing head-end to the new head-end, including configuration and commissioning, all required.

**2.4** GE Panel Location: City IT Records room. Associate with existing GE Panels. Draw line voltage from existing J-box serving existing low voltage power supplies for new low voltage. Space is available on existing wall backer-board.

**2.5 City Hall Door Schedule:**

- a. Entrance door South side of building (outside).
  - b. removed
  - c. Inside corridor to vestibule door (inside)
  - d. Corridor to administrative offices (southeast side)
  - e. Accountants door **(Additional Alternate #2)**
-

**Project Name: City Facilities Access Control Project**

**Project Number: IFB 17-01**

**Grant #20SHSP-GY15 (PBD #4)**

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- f. Director of city services office door. **(Additional Alternate #3)**
- g. Mayor's office door. **(Additional Alternate #4)**
- h. City Clerk's office door.
- i. Server/records room door.
- j. Corridor to administrative area (north east side)
- k. Main entrance to vestibule (North West side)

**2.6 City Hall Door Repairs:**

- a. City Clerk to Administrative area – new door, frame and locking hardware. Must be substantially similar to existing solid core doors and meet approval of City Clerk.

**PART 2 WORK COVERED BY CONTRACT DOCUMENT**

Contractor shall:

- a. Furnish all professional services, labor and products as specified under Section 10 for the Base Bid and any approved additive alternates. See Bid Form.
  - b. Obtain Building Permit: Provide such submittals as may be required for permitting by the Building Official if necessary (electrical subcontracting), unless waived by director of city services.
  - c. Provide turn-key installation of all new devices in accordance with the Manufacturer's specifications, including electrical subcontracting, all required.
  - d. Complete configuration of all devices and software.
  - e. Complete field installation of hardware and devices, as described in the preceding Sections and in Section 10, Specifications.
  - f. Complete testing, diagnostics, and full system / device configuration. Provide documentation.
  - g. Commission and demonstrate function of all devices installed under this contract.
  - h. Training: Provide up to four hours of training to City Staff.
-

**Project Name: City Facilities Access Control Project**

**Project Number: IFB 17-01**

**Grant #20SHSP-GY15 (PBD #4)**

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- i. Coordination: Coordinate construction document matters and field activities with Project Manager Steve Dutra. Coordinate central server configuration, software and configuration activities with City IT Liaison at AlasConnect.
- j. All systems must have a battery backup capable of supporting the door lock systems for up to 48 hours. All systems must be backed by 24/7 technical service for catastrophic system failures or emergency technician call out with a minimum 2 hour call out.
- k. All equipment must be warrantied for at least 1 year parts and labor. Contractor must supply cost for extra warranty up to 5 years if available.
- l. Installer to provide 4 copies of O&M and shop drawings within 90 days of project completion.

**CONTRACT**

Project will be constructed under a general construction contract as included in this bid package.

**WORK SEQUENCE**

The Work shall be conducted in one phase.

**USE OF PREMISES**

a. General: Contractor shall have use of all premises for construction operations, up to date of substantial completion. Assume that Contractor's use of premises is limited to working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Additional work hours are available at certain facilities, upon request, at the City's discretion.

**b. Special Note (post award): All contractor staff and employees entering the Police Station for work under this project shall first submit personal information for a mandatory security background check. Only approved personnel will be granted access.**

Background may take up to 2 weeks, contractor must make sure personnel are pre-screened.

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**Project Name: City Facilities Access Control Project**  
**Project Number: IFB 17-01**  
**Grant #20SHSP-GY15 (PBD #4)**

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## REFERENCES

### a. Applicable Standards:

2011 International Electrical Code, as amended

Underwriter Laboratories 294 and 1076

Current DSX Installation Guides – published Master Guide Specifications

BICSI Structured Cabling Standards

General Standard: The work shall be performed at the highest level of quality as practiced in the industry, and shall be subject to direct comparison prior to acceptance.

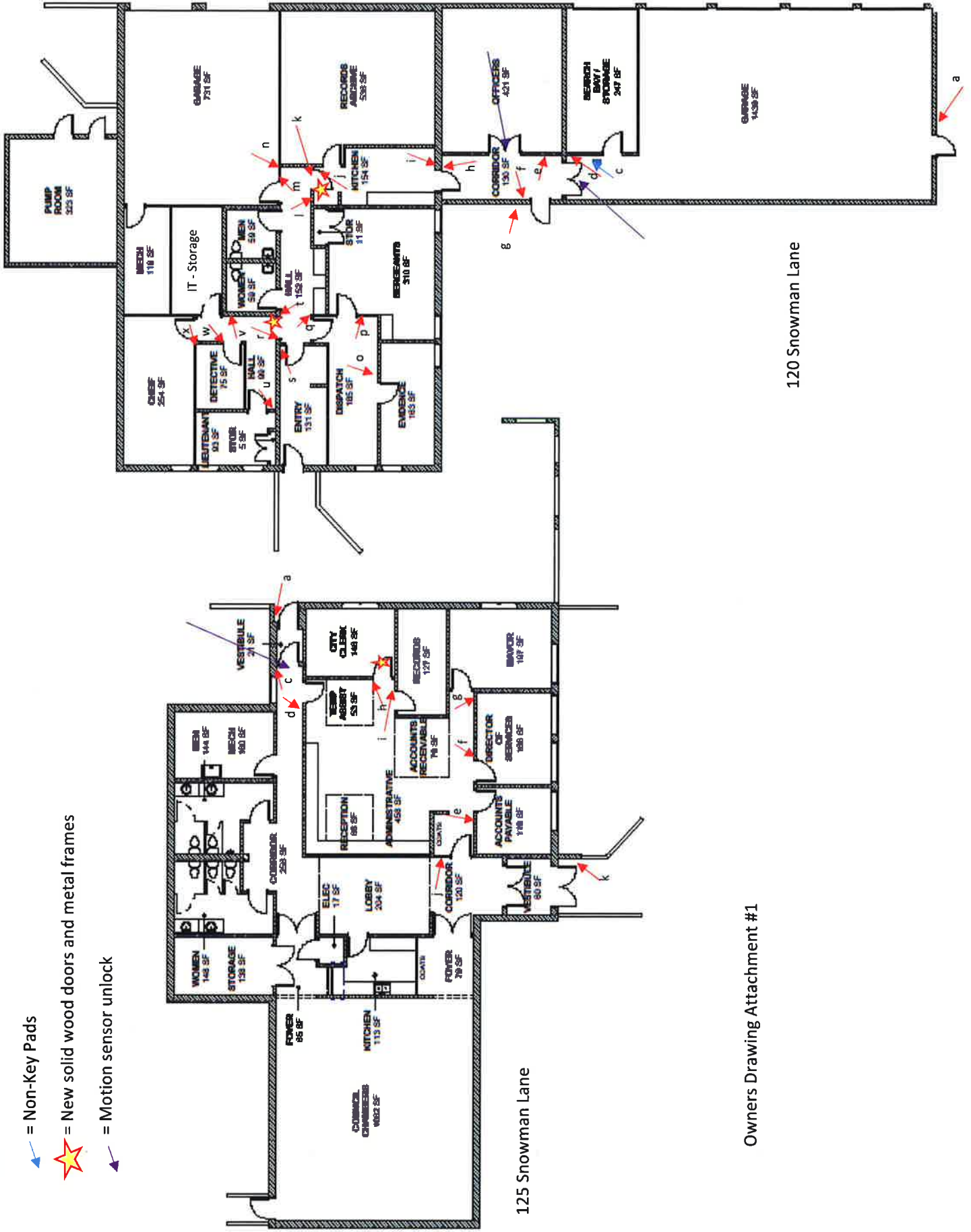
END OF SECTION

→ = Key pads

→ = Non-Key Pads

★ = New solid wood doors and metal frames

→ = Motion sensor unlock



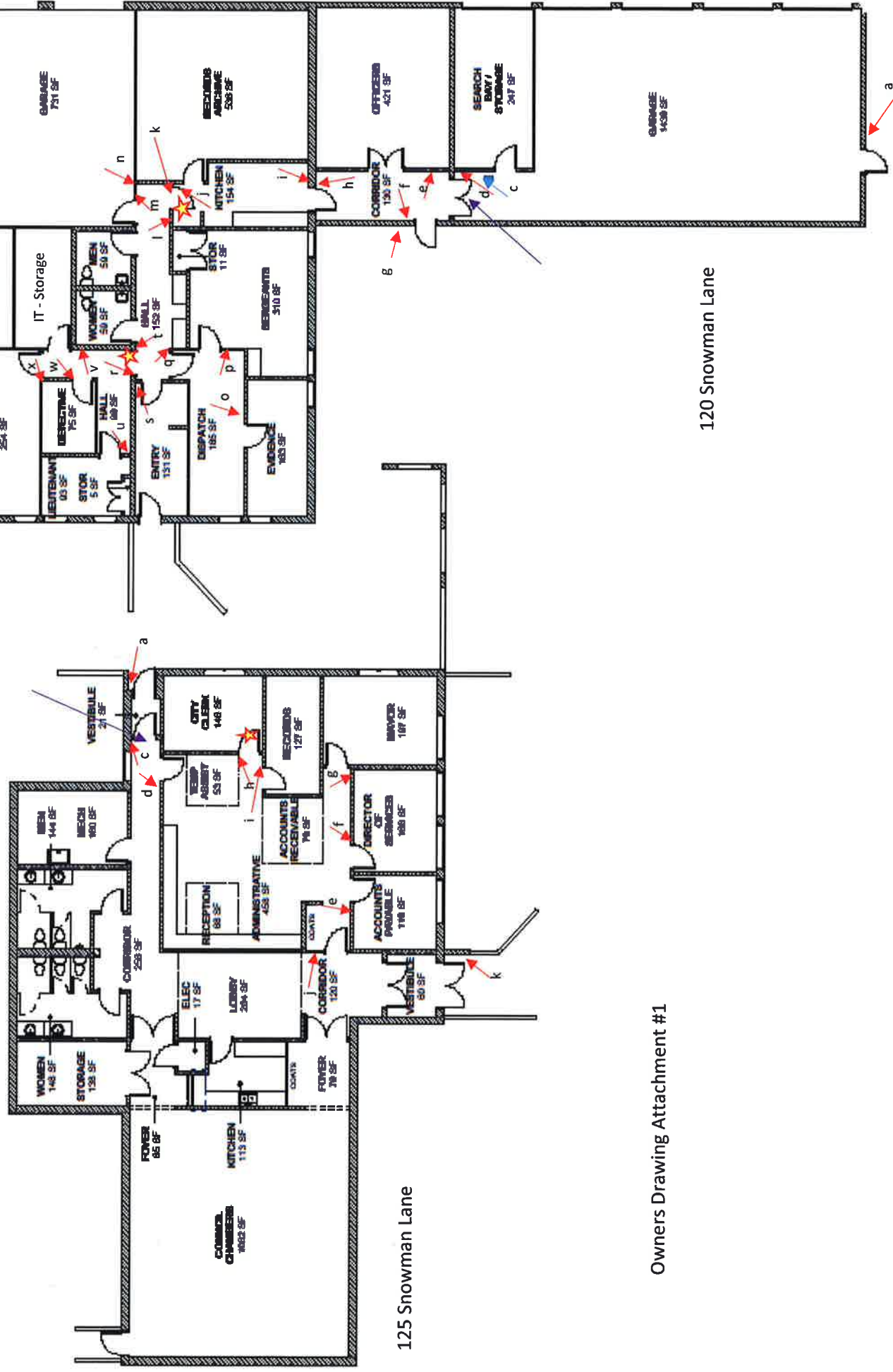
Owners Drawing Attachment #1

→ = Key pads

→ = Non-Key Pads

★ = New solid wood doors and metal frames

→ = Motion sensor unlock



Owners Drawing Attachment #1

2/10/17

**Change #1 – Remove spare controller language:**

Section 10 - Project Scope –

**1.0 North Pole Police – 120 Snowman Lane:**

Install spare controller cards for two future doors in both city hall and the police department.

Language to be removed. No spare controller cards are necessary.

**Change #2 – Add Language regarding dispatch remote access**

Section 10 – Project Scope

**1.3 Itemized additional work:**

- d. Dispatch remote door button to control Hall to Entry Way door lock mechanism to be installed at dispatcher desk. Button must allow unlock and locking of door.

**Change #3 – Removed Motion sensor unlock in Officers room from drawing.**

City Hall and PD Final Drawing – Removed Motion sensor unlock arrow

This requirement was removed and not necessary.

Proposal for:

## **City of North Pole**



125 Snowman Lane  
North Pole, AK 99705



## **IFB-17-01**

February 7, 2017

## COMPANY OVERVIEW

LONG Building Technologies, Inc. was established in 1965 as a manufacturer representative of HVAC equipment and has evolved throughout the years – adding offerings and expertise that keep pace with changing technology and instill confidence in the marketplace.

This year, LONG is celebrating its 50<sup>th</sup> Anniversary, along side tremendous growth that establishes the company as one of the largest independent building integration service providers in the Western United States. LONG office locations can be found serving communities throughout Alaska, Colorado, Nevada, Oregon, Utah, Washington and Wyoming.

As a customer-centric company, LONG prides itself on providing a level of service that goes beyond a basic level of customer satisfaction. To assert that the next fifty years are even more successful than the last, LONG has instituted The LONG Three C's – **C**ustomer, **C**o-worker and **C**ompany – promoting a positive, professional experience from the inside out. The synergy created by this holistic business approach is what drives LONG's positive company culture and ongoing success.





# SECURITY REFERENCES

## Healthcare

### **Providence Health & Services**

*Willamette Falls Hospital, Portland Providence Medical Center, Providence St. Vincent, Providence Medford Medical Center, POP 1, POP 2, Tanasbourne, Halsey Specialty Pharmacy, & Camas Medical Office Building*  
*Rich Hildreth 503-215-6205*

LONG is the security integration partner for multiple Providence facilities through Oregon State. LONG continues to support Providence's security needs and has been awarded multiple contracts annually for the ongoing expansion and upgrades with the DSX Access Control system and Pelco video management system. LONG also developed a custom integration, allowing new employee enrollment in the Providence HR software to populate into the DSX database. LONG provides technical support for DSX point monitoring systems exceeding twenty-five additional Providence locations.

### **Fairfax Hospital**

*Fairfax Kirkland, Fairfax Everett, Fairfax Innovative Learning*  
*Chris O'Higgins 425-284-1714*

LONG is the security integration partner for multiple Fairfax Behavioral Health units in Washington. LONG continues to support Fairfax's security needs and has been awarded multiple contracts annually for the ongoing expansion and upgrades with the DSX Access Control system. LONG is responsible for maintaining over 100 controlled access points in all buildings.

## Government – State/Local

### **City of Fairbanks**

*City Hall and Police Department*  
*Patrick Smith 907-459-6766*

LONG is the security integration partner for the City of Fairbanks City Hall Building and the Police Department. LONG was awarded contracts for the DSX Access Control system and Milestone Expert video management system at City Hall and the Police Department. City Hall has 12 controlled access points and 16 IP video cameras. The Police department has multiple Pelco HD PTZ cameras, Panasonic I-Pro IP vandal dome cameras and encoding of over 30 analog cameras. The Police department project also included upgrading the Louroe audio threshold system and interfacing with the Motorola dispatch system. LONG provided a scalable processing and storage solution utilizing the Pivot3 and Dell platform appliances.

# SECURITY REFERENCES

## Education

### **Seattle Central Colleges**

*Science & Math Building, Broadway Edison Campus, Fine Arts Bldg., Student Leadership Bldg., Broadway Performance Hall, Seattle Vocational Institute, South Annex, International Bldg.*

*Rudy Vaca 206-934-3293*

LONG is the security integration partner for multiple Seattle Central Colleges facilities in Seattle. LONG has been awarded multiple contracts annually for the ongoing expansion and upgrades with the DSX Access Control system. DSX is the access control system standard and LONG supports over 800 controlled access points including floor select elevator control with call button monitoring.

### **Clover Park School District**

*Hudtloff MS, Hillside ES, Carter Lake ES, Rainier ES, Meriwether ES, Lakes HS & Harrison Prep K-12*

*Aaron Bachman 253-583-7365*

LONG is the security integration partner at multiple Clover Park Schools. LONG has been awarded multiple contracts annually for the ongoing expansion and upgrades with the S2 Access Control system with wireless lock integration with the Sargent V2 locking system as well as the V.S1 PoE locking system with Emergency Lockdown features. S2 is the access control system standard and LONG supports over 900 controlled access points.

### **Steilacoom School District**

*Steilacoom High School, Administration Building*

*Anna Garvin 253-584-7241*

LONG is the security integration partner at Steilacoom School District. LONG has been awarded multiple contracts annually for the ongoing expansion and with the S2 Access Control system.



## SECURITY REFERENCES

### **KG Investment**

*AGC Building, Broadacres Building, AE Doyle Building, Broderick Building, Hoge Building  
Mike O'Donnin 206-730-7028*

LONG is the security integration partner for KG Investment, supporting the DSX Access Control System installed in all buildings. LONG is also supporting the floor select elevator control and monitoring.

### **Goodman Real Estate**

*Smith Tower*

*Cory Jackson 206-618-5031*

LONG is the security integration partner for Smith Tower for Goodman Real Estate. LONG continues to support Goodman Real Estate security needs with service, upgrades, and expansion of the DSX Access Control system for the shell and core, as well as the tenant sub systems and tenant improvement projects.

### **Alaska Housing & Finance Corporation**

*Golden Towers, Southall Manor, Golden Ages, Glacier View, Sunset View, Mt. View  
David Gonzales 907-330-8120*

LONG is the security integration partner for Alaska Housing Finance Corporation at multiple facilities. LONG has been awarded multiple contracts annually for the ongoing expansion and upgrades of the DSX Access Control system, Milestone Professional Video Management system, and Doorking telephone entry system. LONG supports over 29 DSX controlled access points and more than 170 Pelco 1.3MP IP cameras through their facilities.

## Retail

### **Pro Sports Club**

*Bellevue, Woodinville, & Seattle*

*Andrew Kelly 425-869-4773*

LONG is the security integration partner for the Pro Sports Club. LONG has over twenty controlled entry points with the DSX Access Control system and is currently engaged in a migration path from an analog video solution to a fully digital IP solution. LONG has delivered to Pro Sports the Milestone Enterprise platform video management system along with a scalable processing and storage solution, utilizing Intransa video appliances with over 48 terabytes of storage. The migration path underway currently supports 120 out of the 160 cameras with all cameras furnishing a minimum of 1.3MP to 3.0 MP. The new IP camera of choice is the Panasonic I-Pro platform. The project also supports IQinVision Alliance dome cameras.

## Employee Profile

**Name:** Anthony Smith

**Title:** Security Specialist

**Email:** [anthony.smith@long.com](mailto:anthony.smith@long.com)

**Cell:** (907) 322-2374

**Total Years of Industry Experience:** 7 years

**LONG Scope of Work:** Anthony is a high-paced fast-learner. A natural technician and problem solver, Anthony will be managing this project for the Fairbanks locations, ensuring that communication is flowing in the proper direction and that all technicians will be driving in the correct direction. Anthony's history in Locksmithing and door hardware will be very useful.

**Company Name:** LONG Building Technologies

**Years with Company:** >1 year

**Description of Duties:** Responsibilities include developing the northern Alaskan security business, site project management, technical sales, and customer relations.

**Company Name:** Action Security

**Years with Company:** 7 years

**Description of Duties:** Hired on as a Financial Security Technician then quickly promoted to Manager, Anthony not only grasped the technical side of the house, but worked his way to promoting the business and managing personnel.

## Major Projects

**Boys and Girls Home** - Video Surveillance

**Tanana Chiefs Conference**- Access Control System, Video Surveillance

**AHFC Mountain View**- Access Control System, Video Surveillance, Record ADA, Door King No-Phone-Line

## Certifications & Training

Factory Trained in: DSX, PACOM, Pelco, Openeye, Bosch, DMP, Allegion, Record ADA, Door King No-Phone-Line

DSX Certification Course - September 2015



DSX Access Systems, Inc.

# DSX CERTIFIED TECHNICIAN

## Anthony Smith

Long Building Technologies, Inc.

Has satisfactorily completed Factory Training on the proper Application, Installation and Programming of the WinDSX Access System.

**Certification Date: October 16, 2015**

President: Bart Holzer

Instructor: Tom Smith

**Quality. Reliability. Integrity.** The Security Professional's First Choice.

• DSX Access Systems, Inc.



**AUTHORIZED & FACTORY  
TRAINED DEALER**

**Long  
Building Technologies, Inc.**  
of  
Fairbanks, AK.

Is an Authorized and Factory Trained Dealer  
of DSX Access Control Systems.

President: Bart Holzer

**Quality. Reliability. Integrity.** The Security Professional's First Choice.





## COMPANY PROFILE

Fullford Electric, Inc. is an *Electrical and Communications Contracting* firm that has been located in Fairbanks Alaska since 1975. We provide Industrial Power Plant, Healthcare Facilities and Commercial Electrical and Communications Services to Private Industry, Federal, State and Local Governments, Military Facilities and the University of Alaska. Our services include but are not limited to: Lighting, Power, Tele-Data, Fire Alarm, CATV, CCTV, PA, controls & Security Systems. Fullford Electric possesses all licenses required to work in the electrical and communications fields in the State of Alaska. FEI is bondable. We participate in the Alaska Clean Card program, we have a written Safety Plan and our current Workers Compensation EMR is .73.

Our greatest assets are a high commitment to Quality of work, Flexibility despite changing conditions and demanding schedules and Motivated Project Managers and Skilled Craftsmen.

Our company goal is to exceed our customer's expectations and provide the best service available, the best quality possible and the best overall product at a reasonable price. We take pride in our ability to service a wide-range of our client's needs from Service Work, Electrical, Instrumentation, Controls and Communications. Whether the project is public bid, negotiated or design build, we exceed at meeting our clients' needs. We have worked closely with Owners, Engineering Firms, General Contractors and Architects to develop a *Team Approach* which helps create a productive work environment.

### PROFESSIONAL AFFILIATIONS:

- National Electrical Contractors Association
- International Brotherhood of Electrical Workers
- International Electrical Inspectors Association
- Fairbanks Chamber of Commerce
- Alaska Support Industry Alliance
- Associated General Contractors
- Association of United States Army
- B.I.C.S.I. (Building Industry Consultant Services International)

### NEGOTIATED / DESIGN BUILD PROJECTS:

In the past several years, FEI has had the vast majority of our projects come from the Negotiated/Design Build sector. FEI prides itself in the fact that we have continually helped bring our projects to completion on schedule, without cost over runs and with the highest quality of work. FEI has a long history of working with Owners, General Contractors and Designers through the 35%, 65%, 95% and final design process to insure constructability at the lowest possible cost.

**Building Industry Consulting Service International**

**THE PROFESSIONAL DESIGNATION OF**

**REGISTERED COMMUNICATIONS  
DISTRIBUTION DESIGNER®**

**IS AWARDED TO**

**Rick A Brainard**

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 181708R

Registration Start Date: 1/1/2016

Registration End Date: 12/31/2018

*Tony Wherry*

Chair, Registrations & Credentials Supervision Committee



**BICSI**  
**RCDD**  
Since

8/5/2000

*R. A. Brainard*

Director of Credentialing

**Building Industry Consulting Service International**

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS  
DISTRIBUTION DESIGNER®**

IS AWARDED TO

**Shane T Sandberg**

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 182746R

Registration Start Date: 1/1/2016

Registration End Date: 12/31/2018

*Tony Wherry*

Chair, Registrations & Credentials Supervision Committee



**BICSI**  
**RCDD**  
Since

9/21/2009

*R. L. Thoms*

Director of Credentialing

**Building Industry Consulting Service International**  
THE PROFESSIONAL DESIGNATION OF  
**BICSI TECHNICIAN**

IS AWARDED TO

**Shane T Sandberg**

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 181167H

Registration Start Date: 2/1/2015

Registration End Date: 2/1/2018

*Tony Wherry*

Chair, Registrations & Credentials Supervision Committee



Since

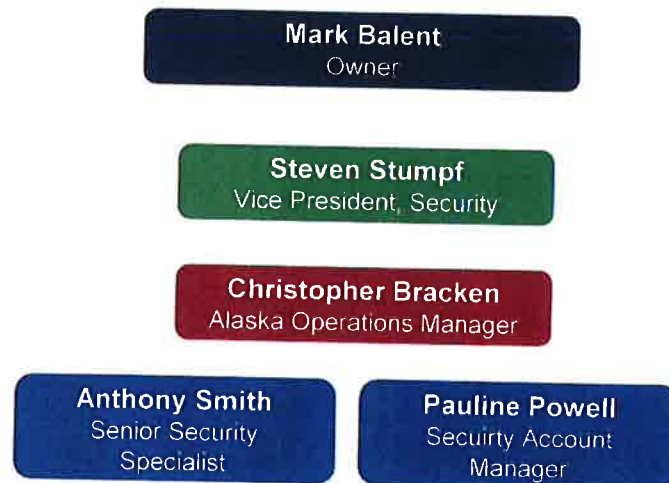
1/9/2003

*Trishaw Mendola*

Director of Credentialing



## ORGANIZATIONAL CHART



## Employee Profile

**Name:** Christopher Bracken

**Title:** Operations Manager

**Email:** [cbracken@long.com](mailto:cbracken@long.com)

**Cell:** (907) 330-7553

**Total Years of Industry Experience:** 16 years

**LONG Scope of Work:** Chris has hit the ground running, bringing with him his extensive security industry experience in Alaska. He is very familiar with Fairbanks and Anchorage, as well as its extreme environments and special needs. He will be acting as the **Project Manager** for this job, overseeing all the ground, logistical, and administrative needs.

**Company Name:** LONG Building Technologies

**Years with Company:** 2+ year

**Description of Duties:** Responsibilities include developing the Alaskan security business, project management, technical sales, and customer relations.

**Company Name:** Action Security

**Years with Company:** 13 years

**Description of Duties:** Starting as an alarm installer and locksmith, Chris quickly rose through the ranks from Supervisor, to Manager, to Vice President. His technical and business knowledge allowed the company to grow and expand into a variety of vertical markets and expertise.

## Major Projects

**NANA, 9<sup>th</sup> Ave- \$500k** - Access Control, Video Surveillance, Intrusion Alarm, Doors and Frames, Locksmithing

**Wells Fargo Camera and Alarm- \$1M** - Intrusion Alarm, Video Surveillance statewide

**City of Fairbanks Facilities Security Upgrade-\$500k-** Access Control System/CCTV

**AHFC Facilities (10, statewide) -\$1.3M-** Access Control, Video Surveillance, Record ADA, Door King

## Certifications & Training

Project Management Course

Factory Trained in: DSX, Bosch, DMP, Allegion, Record ADA, Door King No-Phone-Line

Factory Certification: PACOM. Openeye, Pelco

## Alaska Based Preference

LONG Security Solutions operates in Alaska statewide, with offices in Fairbanks and Anchorage. We are a well organized team that can deploy resources at a moments notice and have personnel, product, or tooling on the ground at any given job site within 24 hours. Our local Fairbanks office currently staffs 3 technicians for your convenience.

February 14, 2017

City of North Pole  
City Facilities Access  
IFB 17-01

### LONG Security Solutions Technical Narrative

LONG Security Solutions appreciates the opportunity to bid on your security project. With local technicians in Fairbanks, support is only a few minutes away. We are proud of our 50 year company history and multiple, successful projects and installations we have performed in Alaska.

- LONG Security Solutions will provide and install an Access Control System. The system shall be comprised of:
- Control Panels, Power Supplies, and Door Hardware for 25 openings
  - Card Access Software
  - Alternate: Accts Payable, Director of Services, and Mayor's Office doors
  - Alternate: FCC back-up access and control of system

Upon NTP, LONG and its subcontractor(s) will meet with the City of North Pole to discuss and determine project execution, workflow, site access and any other points not otherwise covered in the bid documents. Benchmarks and weekly reporting formats and routes will also be clarified. Product will then immediately be ordered and the engineering phase put into motion. Weekly meetings will be scheduled with the City PM.

Prior to installation, equipment placement will be verified with the end-user or site authority. Work hours will be 0730-1730 M-F with the exception of base holidays. Work areas/schedules will be coordinated with the Chief of Police to minimize impact on daily operations and the installation. Equipment will be delivered to site in anticipation of installation that work-day. We request only a small space (4x4) for overnight storage of cabling, a ladder, and small boxes of product that may be required to access over several days. Large items and pallets will not be stored on site.

Conduit runs for hard-ceiling/open-air areas and building butt-outs will be performed first. Cable pulls through the conduit and drop ceiling areas will coincide with the conduit installation. Plenum cabling shall be pulled for all doors. Cabling will only be minimally exposed within the comm-room; tightly bundled, managed, and cut-to-length up to the head-end devices. All cabling will be tested, end to end, prior to connection of devices. The electrician managing the cable installation is BICSI certified.

City Hall exterior doors will have electrified hinges/door cords, electrified panic hardware with REX switch and Door Contacts installed. Any existing electromags on these doors will be removed and holes covered/filled in. Readers will be swapped/installed to match the new systems requirements.

City Hall Exterior Doors:  
City Entrance Door South Side  
City Main Entrance to Vestibule NE



LONG Building Technologies, Inc.  
5660 Street  
Anchorage, AK 99518  
907-550-2131 TEL  
907-561-4225 FAX

[www.LONG.com](http://www.LONG.com)

Some City and Police doors will be integrated into the system with current electric strikes or have electric strikes installed. The door lock will be swapped to a Storeroom Function or Institutional lock as required by function. Door contacts and REX will be required at these doors. Readers will be swapped/installed to match new system requirements.

Electric Strike Doors:

City Hall Corridor to Admin SE  
City Clerk Office Door  
City Server Records Room Door  
City Corridor to Admin NE  
(ALT) City Accounts Payable Door  
(ALT) City Clerk Door  
(ALT) Mayor's Office Door  
Police N Entry Door  
Police Garage to Search Bay  
Police Corridor to Parking Lot NE IN/OUT  
Police Corridor to Kitchen Door IN/OUT  
Police Kitchen to Archives Door  
Police Hall to Kitchen  
Police Dispatch to Evidence  
Police Dispatch to Sergeants  
Police Hall to Dispatch  
Police Hall to Entry IN/OUT (Dispatch Button Release)  
Police Hall to Hall IN/OUT  
Police Hall to LT Office  
Police Hall to IT Storage  
Police Hall to Detective  
Police Hall to Chief

Some interior doors will be integrated into the system with current electromags locks. The door locks will be swapped to a Storeroom Function lockset, if required. REX PIRs will be required at these doors. Emergency Exit buttons will be installed to the wall on the OUT/unsecure side of the door as well as a key-switch override to the IN/secure side of the door. Readers will be swapped/installed to match new system requirements. Faulty REX's will be replaced.

Electromag Interior Doors:

Police Corridor to Garage Door IN/OUT  
Police Hall to Garage IN/OUT

New commercial-grade wood doors and frames will be installed by a subcontractor at the Police Hall to Kitchen, Police Hall to Hall, and City Clerk doors. These doors will be fitted with electric strikes and storeroom function locks.

The Control Panel(s) will be DSX 1040 series panels. The Control Panels (and Power Supplies) will be installed to the current card access controllers' locations. Existing door cabling will be used when applicable/acceptable. Cabling shall be run from one controller to the next for communication purposes. The controller designated as Master shall have a network device that will communicate with the City of North Pole's network. A server (provided by owner) shall host the DSX WINSTART software. User access to the software will be established by the City of North Pole and its contractor through RDP, VPN, Remote Client or other. The software installation will be one of the first items addressed in the installation process.

Each door shall be commissioned as it is connected in with the system. Determination of schedules and functions will be reviewed with the City of North Pole prior to activation. Programming of the system will occur throughout the entirety of the project.

If approved, communication with the FECC will be established through the network. The City of Fairbanks DSX system software will be able to seamlessly manage the City of North Pole's system by simply selecting the location. The databases

between the two locations will be integrated into the DSX WINSEQUEL version of the software. DSX WINSTART will not be deployed in this case. The sequel version of the software will allow full and total control of the software database by the City of North Pole. This database will be available to the City of Fairbanks, if needed.

Upon substantial completion, within 90 days of NTP, the onsite technician/supervisor will schedule a walkthrough with the site authority and verify door functions, equipment installation, and develop a punch list. The punch list will be executed within one week and training will be scheduled with the site authority. The training session will begin with a walk of the site and familiarization with the equipment and locations. Then a formal, hands-on, instruction will take place at the workstation to introduce the interface to users as well as regular maintenance that should be performed on the system to ensure its longevity. Tasks such as log-in, screen configuration, scheduling, assigning cards and reporting will be covered. Administrators will then be instructed on the programming and set-up of users within the system. Step-by-step user guides and O&Ms will be issued at training.

Final technical and engineered drawings will be submitted within two weeks of substantial completion.

#### Tentative Schedule of Work:

Week One:	Notice of Award, Project Booking
Week Two:	Project booked, Site Walk and Reporting Meeting, Engineering/Design start
Week Three:	Engineering/Design, product ordered, electrical/cabling started
Week Four:	Project Kick off, Conduit and Cable installation, software installation and programming
Week Five:	95% Drawings, Conduit and Cable installation, hardware installation
Week Six:	Conduit and Cable installation, hardware installation, panel installation
Week Seven:	Conduit and Cable installation, hardware installation, panel installation
Week Eight:	Conduit and Cable installation, hardware installation, panel installation
Week Nine:	Conduit and Cable installation, hardware installation, panel installation
Week Ten:	Programming and Adjust, Check/Test System
Week Eleven:	Substantial Completion Walk, Punch List
Week Twelve:	Final Walk, Training (User Interface, Preventative Maintenance)
Week Thirteen:	Project Completion, Final Drawings, O&Ms Submitted



Project Name: City Facilities Access Control Project  
Project Number: IFB 17-01  
Grant #20SHSP-GY15 (PBD #4)

## SECTION 5

### BID FORM

LONG BUILDING TECHNOLOGIES ("Bidder"),  
doing business as LONG BUILDING TECHNOLOGIES

[(a corporation, organized and existing under the laws of the State of ALASKA  
or (a limited liability company) or (a partnership) or (a joint venture) or (an individual); *please select one*],  
hereby submits to the City of North Pole, North Pole, Alaska ("Owner") a bid for all work required to  
complete the **City Facilities Access Control Project, City Project Number IFB 17-01.**

1. The Bidder, in compliance with the City's requirements for Invitation for Bids for the construction of the project indicated above, has examined the plans, specifications with related documents, and the conditions at the site of the proposed project, including the availability of materials and labor, utilities, and proposes to furnish all labor, material, and equipment required for the project in accordance with the contract documents, within the time limits set forth in those documents, and at the prices stated below. These prices cover all expenses incurred in performing the work under the contract documents.
2. The Bidder agrees to commence work upon receipt of a written "Notice to Proceed" from the Owner and to fully complete the project within the time stated in the specifications. The Bidder agrees to pay damages to the City as provided in Article 3.3 of the Agreement.
3. The Bidder represents to the City that the Bidder has relied upon no oral representations from the City or its consultants in the preparation of this bid and acknowledges receipt of the following addenda (if any):  
Addendum No. 1 [Signature]  
Addendum No. 2  
Addendum No. 3
4. The Bidder agrees that if a contract is awarded for this project, the contract price will be determined from the bid item(s).
5. The Bidder, within ten (10) days after the contract award, the Bidder agrees to execute the standard form of agreement and the certificates of insurance as required the General Conditions, 4) a copy of his current Alaska contractor's license, and 5) a copy of his current Alaska and City of North Pole business licenses.

Unless the City has received and approved prior notification of delays, the City has the option to cancel this award and negotiate with the next low bidder if the executed Standard Form of Agreement, bonds and licenses listed above are not furnished within ten (10) days after the contract award. Should the City exercise this option, the Bidder's guaranty shall be forfeited as a liquidated damage, not as a penalty to the City.

#### 7. Price Schedule and Base Bid Computation:

Prices for all items shown following, including both unit price and fixed price items, are complete prices for all work directly allocable to the items including, but not limited to, supervision, coordination, mobilization and demobilization, equipment, labor, materials, freight, services, permits, transportation, and overhead.

Project Name: City Facilities Access Control Project  
Project Number: IFB 17-01  
Grant #20SHSP-GY15 (PBD #4)

### PRICE SCHEDULE

**BASE BID (lump sum): Police Department / City Hall**

\$96,863<sup>00</sup>

(numbers)

Ninety six thousand Eight hundred Sixty three <sup>dollars</sup> <sub>dollars</sub> <sup>00</sup> <sub>cents</sub>  
(in words)

#### Additive Alternates

FECC Additive Alternate #1

BID (lump sum) \$ 3,115.00

In words three thousand One hundred fifteen <sup>dollars</sup> <sub>dollars</sub> <sup>00</sup> <sub>cents</sub>

Accountants Door: Additive Alternate #2

BID (lump sum) \$ 1,824.00

In words One thousand Eight HUNDRED TWENTY Four <sup>dollars</sup> <sub>dollars</sub> <sup>00</sup> <sub>cents</sub>

Director of City Services Door: Additive Alternate #3

BID (lump sum) \$ 1,824<sup>00</sup>

In words One thousand eight hundred twenty Four <sup>dollars</sup> <sub>dollars</sub> <sup>00</sup> <sub>cents</sub>

Mayors Office Door: Additive Alternate #4

BID (lump sum) \$ 1,824<sup>00</sup>

In words One thousand eight hundred twenty Four <sup>dollars</sup> <sub>dollars</sub> <sup>00</sup> <sub>cents</sub>



Project Name: City Facilities Access Control Project  
Project Number: IFB 17-01  
Grant #20SHSP-GY15 (PBD #4)

BIDDER: LONA Building Technologies  
Pauline J. Powell 02/13/2017  
Authorized Signature Date  
Security Account Mgr 907.550.2125 907.561.4225  
Title Phone # Fax #  
5660 B ST Anchorage AK 99518  
Address City State Zip

(CORPORATE SEAL)

Attest by Corporate Secretary (if applicable)

Contractor's License No.: 40058 AK Business License No.: 1017730  
City of North Pole Business License No.: 26608

End of Bid Form

Project Name: City Facilities Access Control Project  
Project Number: IFB 17-01  
Grant #20SHSP-GY15 (PBD #4)

## BID BOND

KNOW THE MEN BY THESE PRESENTS, that we, the undersigned,  
LONG BUILDING TECHNOLOGIES, INC., 5300 Denver Avenue South, Seattle, Washington 98108 as Principal, and  
HARTFORD FIRE INSURANCE COMPANY as Surety, are hereby held and firmly bound onto the City  
of North Pole as Owner in the penal sum of Ten Percent (10%) of the\* for the payment of which, well and  
truly to be made, we hereby jointly and severally, bind ourselves, our heirs, executors, administrators,  
successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted  
to the Owner a certain Proposal, attached hereto and hereby made a part hereof, to  
enter into a contract in writing for the design and construction of the **City Facilities  
Access Control Project** in response to the Owner's Request for Proposals (IFB 17-01), dated  
February 1, 2017.

NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate,
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver a contract in the Form  
of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond  
for his faithful performance of said contract, and for the payment of all persons performing labor or  
furnishing materials in connection therewith, and shall in all other respects perform the agreement  
created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same  
shall remain in force and effect; it being expressly understood and agreed that the liability of the  
Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation  
as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of  
said Surety and its bonds shall be in no way impaired or affected by any extension of the time within  
which the Owner may accept such Proposal, and said Surety does hereby waive notice of any such  
extension.

IN WITNESS WHEREOF, The Principal and the Surety have hereunto set their hands and seals, and  
such of them as are corporations have caused their corporate seals to be hereto affixed and these  
presents to be signed by the proper officers, the day and year set forth below.

Signed this 14th day of February, 2017  
LONG BUILDING TECHNOLOGIES, INC.  
By: \_\_\_\_\_ (L.S.)

Principal

HARTFORD FIRE INSURANCE COMPANY

Surety

By: Cynthia M. Burnett  
Cynthia M. Burnett, Attorney-in-Fact



SEAL

SECTION 6  
Contract Form  
Page 3

\*First \$100,000.00 and Five Percent (5%) of the Amount of the Bid Over \$100,000.00 up to a Maximum of \$200,000.00



January 7, 2016

To Whom It May Concern:

RE: LONG Building Technologies, Inc.  
Bonding Reference Letter

Surescape Insurance Services  
7800 S. Elati Street, Suite 100  
Littleton, Colorado 80120

(303) 225-8030 Phone

(303) 225-8034 Fax



California Office  
California License: 0895668  
77-564 Country Club Drive, Suite 401  
Palm Desert, CA 92211

(760) 360-4700 Phone

(760) 360-9579 Fax



This letter is to confirm that our company provides performance and payment bonds for LONG Building Technologies. We have worked with the principals of LONG for several decades and attest to their character and capacity to deliver top quality construction. LONG Building Technologies has never had a single claim on any performance or payment bond in many years of bonding projects.

Customer feedback on projects has been consistently positive. We have been witness to numerous owners insisting on using LONG because of previous favorable results and experience. LONG has an excellent reputation for safety, quality and performance on HVAC, temperature control system programming, and energy savings equipment installations in buildings throughout Colorado, Utah, Nevada and Wyoming.

Pertinent information regarding LONG's bonding relationship is as follows:

- Single Bond Capacity: \$15,000,000
- Aggregate Bond Capacity: \$50,000,000
- Current Amount of Available Bond Capacity: \$49,005,000
- Surety: Hartford Fire Insurance Company
- A.M. Best Rating: A+ (Superior), XV
- Treasury Listing: \$1,379,745,000

In a word, LONG is all class and we are proud to be associated with the people of this great company.

Sincerely,

Cynthia M. Burnett  
Senior Vice President



1017730

Alaska Business License #

**Alaska Department of Commerce, Community, and Economic Development**

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

This is to certify that

**LONG BUILDING TECHNOLOGIES, INC.**

5001 S ZUNI ST LITTLETON CO 80120

owned by

**LONG BUILDING TECHNOLOGIES, INC.**

is licensed by the department to conduct business for the period

November 17, 2016 through December 31, 2018  
for the following line of business:

23 - Construction



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

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

Chris Hladick



# BUSINESS LICENSE

# 2017

## LONG BUILDING TECHNOLOGIES INC.

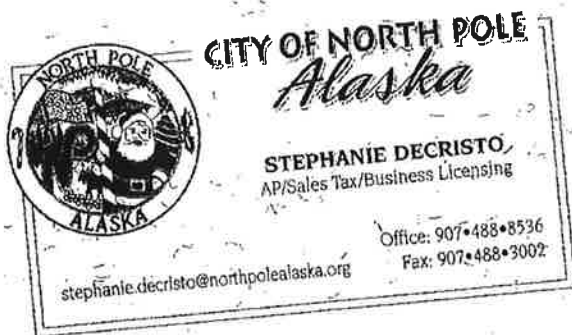
1853 STANDARD AVE  
FAIRBANKS AK 99701

This Business License authorizes LONG BUILDING TECHNOLOGIES INC. to conduct business within the City of North Pole, Alaska, as required in Section 4.08.015 of the North Pole Code of Ordinances. If the rules and regulations of the North Pole Code of Ordinances are not complied with, revocation and/or suspension of this Business License may result.

Authorized Signature

Business License # 2668

Expires: December 31, 2017



License #: CONE40058  
Effective: 11/16/2016  
Expires: 12/31/2018

# STATE OF ALASKA

Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

## Regulation of Construction Contractors and Home Inspectors

Licensee: **LONG BUILDING TECHNOLOGIES, INC.**

License Type: **General Contractor Without Residential Contractor Endorsement**

Status: **Active**

Doing Business As: **LONG BUILDING TECHNOLOGIES, INC.**

Commissioner: Chris Hladick

### Relationships

RelationType	License #	LicenseType	Owners/Entities	Names/DBA	Designations	
					Type	Group
Electrical Administrator Assignee	EADE752	Electrical Administrator	BRIAN J MILLER		No designations found.	
Mechanical Administrator Assignee	MECM129	Mechanical Administrator	JAMES N SCOTT			
Mechanical Administrator Assignee	MECM815	Mechanical Administrator	JAMES R BENSON			
Mechanical Administrator Assignee	MECM234	Mechanical Administrator	BRIAN J MILLER			

LONG BUILDING TECHNOLOGIES, INC.  
5001 S ZUNI ST  
LITTLETON, CO 80120

### Wallet Card

<b>State of Alaska</b> Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors <b>LONG BUILDING TECHNOLOGIES, INC.</b> DBA: LONG BUILDING TECHNOLOGIES, INC. As General Contractor Without Residential Contractor Endorsement		
<b>License</b> CONE40058	<b>Effective</b> 11/16/2016	<b>Expires</b> 12/31/2018

**City of Fairbanks**  
OFFICE OF THE CITY CLERK  
800 CUSHMAN STREET  
FAIRBANKS, AK 99701-4615

104241  
LONG BUILDING TECHNOLOGIES, INC  
5001 SOUTH ZUNI ST  
LITTLETON, CO 80120



**City of Fairbanks**  
800 CUSHMAN STREET  
FAIRBANKS, AK 99701-4615  
(907) 459-6715

License/Permit No. 8895

DBA: LONG BUILDING TECHNOLOGIES, INC

**2017 BUSINESS LICENSE**

License Expires: 12/31/2017

104241  
LONG BUILDING TECHNOLOGIES, INC  
5001 SOUTH ZUNI ST  
LITTLETON, CO 80120

Line of Business Code: 23

Line of Business: CONSTRUCTION

This license is expressly conditioned upon the holder being in full compliance with all of the applicable ordinances and requirements made under authority of the City of Fairbanks and as such laws and requirements may hereafter be changed or amended. Your license will expire on the above indicated date.

Licenses must be renewed timely to remain compliant and operational within the City of Fairbanks. Licenses/Permits must remain on premises or holder must be able to produce it upon request.

Issue Date: 01/01/2017

City Clerk

In the event of suspension, revocation, expiration or termination,  
return this license to the City of Fairbanks at the above address.

**THIS LICENSE IS NON TRANSFERABLE**

**RESOLUTION 17-02**

**A RESOLUTION OF THE NORTH POLE CITY COUNCIL IN SUPPORT OF  
LEGISLATION TO FACILITATE IMPLEMENTATION OF AN ALASKA  
GROUND EMERGENCY MEDICAL TRANSPORT SUPPLEMENTAL  
REIMBURSEMENT PROGRAM IN ALASKA**

**WHEREAS**, the City of North Pole provides emergency medical services to citizens and visitors in Interior Alaska; and

**WHEREAS**, the City of North Pole receives partial reimbursement for the cost of providing emergency medical services to Medicaid beneficiaries; and

**WHEREAS**, the City of North Pole emergency medical service providers incur additional uncompensated costs when providing services to Medicaid beneficiaries; and,

**WHEREAS**, Federal Centers for Medicare and Medicaid Services provide supplementary reimbursement of uncompensated costs incurred by emergency medical service providers in the treatment and transportation of Medicaid beneficiaries in states participating in the Ground Emergency Medical Transportation program; and

**WHEREAS**, Federal Centers for Medicare and Medicaid Services provide reimbursement for the administrative costs associated with administration of the Ground Emergency Medical Transportation program; and

**WHEREAS**, the Ground Emergency Medical Transportation program is not part of any Medicaid expansion effort and is not associated with the Affordable Care Act; and

**WHEREAS**, enacting Ground Emergency Medical Transportation is a first step in facilitating implementation of the Ground Emergency Medical Transportation program in Alaska.

**NOW, THEREFORE, BE IT RESOLVED** that the North Pole City Council supports legislation facilitating implementation of the Ground Emergency Medical Transportation program to Alaska.

**PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this 21<sup>st</sup> day of February, 2017.

---

Bryce J. Ward, Mayor

**ATTEST:**

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Kathryn M Weber, MMC  
North Pole City Clerk