



***CITY OF NORTH POLE***  
**Regular Meeting April 15, 2019**  
**North Pole Council Chambers**  
**125 Snowman Lane, North Pole, Alaska**  
[www.northpolealaska.com](http://www.northpolealaska.com)

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***Monday, April 15, 2019***  
**Committee of the Whole: 6:30 p.m.**  
**Regular City Council Meeting – 7:00 p.m.**

**MAYOR**

Michael Welch  
488-8584

**CITY CLERK**

Judy Binkley  
488-8583

**COUNCIL MEMBERS**

Doug Isaacson – Mayor Pro Tem	322-3133
Avery Thompson – Deputy Mayor Pro Tem	388-5351
Perry Walley – Alt Dep Mayor Pro Tem	347-0135
DeJohn Cromer	347-2808
Aino Welch	488-5834
David Skippis	750-5106

- 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**
  - a. April 01, 2019**
- 6. Communications from the Mayor**
  - a. Proclamation: Student of the Month**
- 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 19-07, An Ordinance of the City of North Pole, Alaska to Amend Title 2, Administration and Personnel Chapter 36 Personnel System, Section 470 Regarding Pay.
- b. Ordinance 19-08, An Ordinance of the City of North Pole, Alaska to Approve the Amended Cooperative Agreement with the US Army Corps of Engineers for the Engineering and Design of the Moose Creek Water System Expansion Project and Associated Fiscal Note.

**12. New Business**

- a. Request to Approve the 2019-2021 Chena Lakes Contract for LEO Services.
- b. Request to Approve the 2019 Committees.
- c. Request to Accept the Professional Services Agreement with PDC Engineers for Engineering and Design Services Totaling \$2,121,443 for the Moose Creek Water System Expansion Project.

**13. Council Comments**

**14. Adjournment**

*Detailed information and copies of agenda documents may be obtained at the Office of the City Clerk, 125 Snowman Lane or on the City website [www.northpolealaska.com](http://www.northpolealaska.com). Notice of Council Action is available at City Hall and on the City website following the meeting. Council Meetings are aired live via audio streaming from the City's website. Inquiries concerning ADA compliance or accommodations should be directed to the City Clerk.*



**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, April 01, 2019 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

**CALL TO ORDER/ROLL CALL**

Mayor Welch called the regular City Council meeting of Monday, April 01, 2019 to order at 7:00 p.m.

***There were present:***

**Doug Isaacson – Mayor Pro Tem**  
**Avery Thompson – Deputy Mayor Pro Tem**  
**Perry Walley – Alt Dep Mayor Pro Tem**  
**DeJohn Cromer**  
**Aino Welch**  
**David Skipps**  
**Mayor Welch**

***Absent/Excused***

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

Led by Mayor Welch

**INVOCATION**

Invocation was given by Mr. Isaacson

**APPROVAL OF AGENDA**

**Mr. Isaacson moved to approve the agenda of April 01, 2019**

**Seconded by Ms. Welch**

**DISCUSSION**

**Mr. Isaacson moved to consent the following items:**

**Old Business:**

- a.** Ordinance 19-05, An Ordinance of the City of North Pole, Alaska to Amend the 2019 Operating Budget and Other Funds.
- b.** Ordinance 19-06, An Ordinance of the City of North Pole, Alaska to Amend the 2019 Operating Budget and Other Funds.

**Seconded by Ms. Welch**

**Discussion**

None

***On the amendment***

**PASSED**

Yes: 7 – Skipps, Thompson, Isaacson, Cromer, Walley, Welch, Welch

No: 0

Absent: 0

***On the Agenda as amended***

**Discussion**

None

**PASSED**

Yes: 7 – Skipps, Thompson, Isaacson, Cromer, Walley, Welch, Welch

No: 0

Absent: 0

**APPROVAL OF MINUTES**

**Mr. Isaacson moved to approve the Minutes of March 18, 2019**

**Seconded by Ms. Welch**

**Discussion**

None

**PASSED**

Yes: 7 – Skipps, Thompson, Isaacson, Cromer, Walley, Welch, Welch

No: 0

Absent: 0

**COMMUNICATIONS FROM THE MAYOR** (Audio 3:39)

- March 20 – Attended the 3 Mayors' Conference at Fairbanks City Hall.
- March 20 – FMATS Policy Board meeting to confirm the TIPS projects to 2020.
- March 22 – Tiger Team Meeting at FNSB. Discussed military appropriations for building and possible delays to projects due to presidential involvement; up to date information concerning the bed down of F-35s scheduled for Eielson and the F-22s now going to JBER, as well as new tanker support.
- March 26 – Met with Governor Dunleavy and members of his cabinet at the State of Alaska office building. The Governor went through a thorough briefing of his 10 year

2

fiscal plan and his 2020 proposed budget over a working lunch. He entertained questions and ideas from the 20 of us present. I specifically inquired about PERS relief because he vaguely mentioned it during his briefing. He is willing to work with all the municipalities that are hampered by this \$14.4 billion unfunded liability.

- Attended the Americans for Prosperity Conference with the Governor at the Westmark Hotel. I inquired if he had any plans to attract a new oil refinery to the City of North Pole seeing how we lost 175 jobs when it closed in 2014. He had no plans for that or an idea if it would be feasible in the near future.
- Planning Board Representative – we need a resident to be on the planning board. If you know a resident who would be good to represent the City, please let me know.
- I am putting the committees together for the festival and ethics and everything we have under the sun and I'll have that ready to review at the next meeting.
- Direct your attention to the piece of art work under the screen. This was a gift from Vicky Paddock.

### **COUNCIL MEMBER QUESTIONS OF THE MAYOR**

None

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

#### **Director of City Services, Bill Butler** (Audio 9:09)

##### **Building Department**

- 3 residential building permits issued:
  - New construction single family home.
  - Renovation of an existing home
  - Installation of a fireplace.

##### **Public Works**

- Christmas tree lights disconnected due to repeated outages due to moisture/water tripping the circuits.
- Homestead pedestrian path is expected to go to bid this week with construction to begin in summer 2019.
- Vandalism on the uptick – street signs stolen on Patriot Drive and had to replace all dog waste stations around town (replaced plastic with metal receptacles).
- Requesting quotes from contractors to perform City-wide street sweeping.
- **Mr. Isaacson** asked if we have considered maybe attaching some RFID to our street signs and property if this becomes a major issue. Mr. Butler replied that we have lost a

few signs so it's not unusual. However, we did have a situation with fire hydrants which is more significant. This issue also seems to be cyclical so it's not constant.

### Utility Department

- Sulfolane settlement.
  - Contractor has begun water main installation in Zones 3 & 4 in areas where water table is high.
  - Dewatering permitting has changed due to presences of PFAS compounds – no longer can dewater to surface water like gravel pits.
  - Flint Hills is managing the installation of customer service line connections. They have selected two contractors – Exclusive Paving and Rolling Stone.
  - 50% of the property owners in Zones 1 & 2 have signed up to be connected to the utility extension – 112 out of 225 eligible properties.
  - **Mr. Walley** asked what the anticipation for getting up to the 225 mark was. Mr. Butler replied he suspected we will get another 25% before the \$500 sign-up bonus runs out. So by the end of the summer, we will probably have 75% of the properties in Zones 1 & 2. **Mr. Walley** asked if we anticipate hookup next year for Zones 3 & 4. Mr. Butler replied there is a small chance of late July and August of this year because Exclusive has a very aggressive schedule. We will also need state approval to operate so we may be able to do some in late summer, early fall if things really come together.
  - **Ms. Welch** asked if the new accounts will have the new meters. Mr. Butler replied that there is an availability issue with the company we are purchasing the meters from so they will have the remote reading capacity that will be able to be read in our office, but they won't have the shutoff capacity. We are purchasing the meters with shutoff capacity in steps so as soon as they become available, we will put those in.
- Moose Creek Water System Expansion Project
  - Amended cooperative agreement between US Army Corps of Engineers and City for complete engineering and design of water system extension to community of Moose Creek is before Council this evening.

### Natural Gas Utility Board

- IGU is in the final stages of selecting the means to produce LNG for the interior – Siemens Corporation or the IGU doing it internally. Potentially will make the decision at the April 2<sup>nd</sup> meeting.

**Police Dept., Chief Dutra** (Audio 22:04)

- Swearing in of Officer James Kuplack.
- Sgt testing is complete and we are working on announcing the results shortly.
- States – a lot more activity in assaults. DV related – some of these spawned from the same residence.
- Leadership training – hope everyone is moving along.
- Started our blood borne pathogen and hazmat training.
- Sent the bid in for the Chena Lakes contract. Three year bid each with a 3% increase. Should have by the next meeting.
- AACOP – supported Governor’s crime bills. We did not support the private police. We did support HB79 PERS LEO/Fire.
- Completed our officers’ room renovations. Please find some time to come look at the work.

**Fire Dept., Chief Coon** (Audio 28:15)

- The Fire Department was honored with a Special Achievement Award from the Interior Region EMS Council. This award is in recognition of what the department has been doing for outreach in the community. The NPFED secured Stope-the-Bleed kits for all North Pole schools and participated in updating the school bus safety plan.
- This year’s Open House will be May 18<sup>th</sup> from 10-4.
- Alaska Shield exercise will take place April 8-12 throughout Alaska.
- Burn Permits are required. They are available online at [www.forestry.alaska.gov/burn](http://www.forestry.alaska.gov/burn).
- C-shift went to Star of the North School for career day. Talked with high school students about how to volunteer and career opportunities in the fire service.
- Training:
  - Five members of the department attended the EMS symposium in Fairbanks last week.
  - EMT II training is ongoing until the end of the month.
  - EMT III starts later this month. We have several of our members scheduled to attend.
  - Fire Officer II has been postponed by the state.
  - Four members of the department took an active shooter class last week. The cost of training is paid out of SHSP grant funds.
  - The department participated in a CTC FF-2 extrication class. This is a good opportunity to interact with student Firefighters.
  - **Mayor Welch** asked how long Fire Officer II has been postponed for. Chief Coon replied that is unknown because it is a new class and there are problems with procurement and how funds can be spent. It isn’t an issue on our end, rather on the State.
- Maintenance Report:
  - Still awaiting the new ambulance. It is expected to be delivered next week. It will take some time to get it in service (radio installed, etc).

- The Department will be working with our auction company to auction off the 1990 Suburban and an ambulance this year. Expect to see them at the auction company yard next week.
- Preliminary work is being done on the specifications of a replacement vehicle for the Suburban.
- The Department will be hose testing this month (weather permitting).

**Finance, Tricia Fogarty** (Audio 35:53)

- There is a highlighted fiscal note on the dais as there was a numbering error in the one you received in your packet.
- We hired a temporary accounting assistant and she starts tomorrow.
- **Mr. Cromer** asked if there was an update about Amazon and sales tax. Ms. Fogarty replied we received a business license application and they did submit some sales tax. They requested a letter from the City stating internet sales are exempt from sales tax in order to turn that off in their system so there's been some discussion about maybe taking that exemption out of Code.
- **Mr. Isaacson** asked for clarification purposes if the money Amazon sent was just from actual City residents because we open ourselves up for liability if sales tax is collected from outside the City. Ms. Fogarty replied there is no way of knowing exactly who the sales tax was collected from as Amazon does not provide a report to the City.
- **Mr. Thompson** asked if the City could escrow the sales tax remitted by Amazon and then make a determination on a requested refund from us. Ms. Fogarty replied that we do not give refunds unless they put "paid under protest" on their check.
- **Ms. Welch** asked who can give the money back when people are charged the sales tax. Ms. Fogarty replied that it would be Amazon.
- **Mr. Cromer** asked what Amazon is getting out of this. Mayor Welch replied that there was a Supreme Court decision with South Dakota vs. Wayfair and Amazon probably doesn't want trouble with the Supreme Court ruling.
- **Ms. Welch** asked how much the check was for. Mayor Welch replied it was around \$4880.

**Borough Representative, Council Member Walley** (Audio 46:04)

- Provided an update on the transfer sites.
- Ordinance 2019-10 regarding small wireless facilities and to amend the definitions and standards for communication towers.
- Ordinance 2019-13 authorized the direct sale of some land.
- Ordinance 2018-48 was regarding rezoning of approximately 420 acres by Farmer's Loop.



**City Clerk's Office, Judy Binkley**

- I have been working on the health insurance plan renewal and am working with our brokers to explore options to keep the plan affordable while maintaining the benefits we currently have. Mayor Welch and I have a call scheduled with the brokers next Monday afternoon.

**ONGOING PROJECTS**

None

**CITIZENS COMMENTS – (Limited to Five (5) minutes per Citizen)**

None

**OLD BUSINESS**

Consented

**Public Comment**

None

**Mr. Thompson** *moved to suspend the rules and discuss items c and e under new business.*

**Seconded by Mr. Isaacson**

**NEW BUSINESS**

**ORDINANCE 19-07, AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND TITLE 2, ADMINISTRATION AND PERSONNEL CHAPTER 36 PERSONNEL SYSTEM, SECTION 470 REGARDING PAY.** (Audio 59:21)

Chief Dutra introduced the ordinance.

**Public Comment** (Audio 1:10:15)

**Geoff Coon**, 110 Lewis Street, North Pole – It appears this ordinance gives a benefit to the employees of one department and not the employees of another department the same benefit. The North Pole Fire Department struggles similarly with recruitment and retention issues as the Police Department but this ordinance specifically excludes members of the Fire Department, even though the liability and risks associated with training a new firefighter is similar.

**Lantz Dahlke**, 453 Evelyn Drive, North Pole – The FTO program is so crucial now in the law enforcement field that it is immediately asked anytime an officer is involved in any kind of incident and they come up in a court of law. They are asked about their training. This program is extremely essential in the world that we live in today.

**Kevin Haywood**, 110 Lewis Street, North Pole – I am in favor of the pay of the officers. The one thing we just want to look out for our department is to take the Fire Department exemption out of it. Being exempted hinders us in the future from whatever future growth we might have in the Fire Department. We are all in favor of it and would just like to see the exemption for the Fire Department taken out of it.

**Mr. Thompson** *moved to* **Introduce and Advance Ordinance 19-07, An Ordinance of the City of North Pole, Alaska to Amend Title 2, Administration and Personnel Chapter 36 Personnel System, Section 470 Regarding Pay.**

**Seconded by Ms. Welch**

**Discussion** (Audio 1:30:29)

**Mr. Thompson** *moved to* **Amend Ordinance 19-07, An Ordinance of the City of North Pole, Alaska to Amend Title 2, Administration and Personnel Chapter 36 Personnel System, Section 470 Regarding Pay by Replacing “Employees (excluding Fire Department Personnel) who are actively training a recruit employee...” on Line 74 With “FTO Pay. “Sworn Police Department employees who are actively training a sworn recruit Police Department employee...”.**

**Seconded by Ms. Welch**

**Discussion on the amendment** (Audio 1:32:01)

**Mr. Isaacson** stated that this amendment really clarifies that this is a Police Department issue. The other departments in the City, Fire, Utilities, Admin, etc, could create additional paragraphs equivalent for them.

**Mr. Cromer** stated he felt like the Fire Department deserves the same \$2 differential if they are training somebody.

**Ms. Welch** stated the police officer training is very defined and would like to see the Fire Department come up with a defined program.

**Mr. Thompson** stated that Chief Dutra talked about this during his budget workshop and budgeted for this so there fiscal impact to the City. Other departments can develop a training plan that has a known fiscal cost and a known number of hours.

***On the amendment***

**PASSED**

Yes: 6 – Skippis, Thompson, Isaacson, Walley, Welch, Welch

No: 1 – Cromer

Absent: 0

8

**Discussion on the motion as amended**

None

***On the motion as amended***

**PASSED**

Yes: 6 – Skipps, Thompson, Isaacson, Walley, Welch, Welch

No: 1 – Cromer

Absent: 0

***Mr. Thompson was excused at 8:55 p.m.***

***Mr. Isaacson moved to suspend the rules for 6 minutes.***

**ORDINANCE 19-08, AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO APPROVE THE AMENDED COOPERATIVE AGREEMENT WITH THE US ARMY CORPS OF ENGINEERS FOR THE ENGINEERING AND DESIGN OF THE MOOSE CREEK WATER SYSTEM EXPANSION PROJECT AND ASSOCIATED FISCAL NOTE.** (Audio 1:51:06)

Mr. Butler introduced the ordinance.

**Public Comment**

None

***Mr. Walley moved to Introduce and Advance Ordinance 19-08, An Ordinance of the City of North Pole, Alaska to Approve the Amended Cooperative Agreement with the US Army Corps of Engineers for the Engineering and Design of the Moose Creek Water System Expansion Project and Associated Fiscal Note.***

***Seconded by Ms. Welch***

**Discussion**

None

**PASSED**

Yes: 6 – Skipps, Isaacson, Cromer, Walley, Welch, Welch

No: 0

Absent: 1 – Thompson

**RESTAURANT DESIGNATION PERMIT APPLICATION FOR MOODY BREWS BBQ & CATERING.** (Audio 2:21:27)

Ms. Fogarty introduced the application.

**Public Comment**

None

**Mr. Walley** *moved to Approve the Restaurant Designation Permit Application for Moody Brews BBQ & Catering.*

**Seconded by Ms. Welch**

**Discussion** (Audio 2:35:12)

**Mr. Skipps** stated it would have shown how important this was if Moody Brews had been here to discuss the situation.

**Mr. Walley** stated an option may be to attach a lien to the liquor license.

**PASSED**

Yes: 6 – Skipps, Isaacson, Cromer, Walley, Welch, Welch

No: 0

Absent: 1 – Thompson

**Mr. Isaacson** *moved to suspend the rules to continue the meeting until 10:30 p.m.*

**Seconded by Ms. Welch**

**LIQUOR LICENSE RENEWAL FOR MOODY BREWS BBQ & CATERING.** (Audio 2:41:38)

Ms. Fogarty introduced the renewal.

**Public Comment**

None

**Ms. Welch** *moved to File No Protest to the Liquor License Renewal for Moody Brews BBQ & Catering.*

**Seconded by Mr. Walley**

**Discussion**

None

**PASSED**

Yes: 6 – Skipps, Isaacson, Cromer, Walley, Welch, Welch

No: 0

Absent: 1 – Thompson

**REQUEST TO WRITE-OFF MICHAEL AND AMBER NOLAN UTILITY ACCOUNT 5747.03 & BENJAMIN MERRELL UTILITY ACCOUNT 6127.03.** (Audio 2:43:18)

Mr. Butler introduced the request.

**Public Comment**

None

**Mr. Walley *moved to* Approve the Request to Write-Off Michael and Amber Nolan Utility Account 5747.03 & Benjamin Merrell Utility Account 6127.03.**

**Seconded by Ms. Welch**

**Discussion** (Audio 2:49:44)

**Mr. Isaacson** stated he appreciates the fact the City is getting new meters. The only reason the Council is writing these off is because they have surrendered their houses back to the bank. So if you think you're going to escape having to pay the City because we just got tired of collecting on you, that's not the intent of this action. It's because you surrendered your house.

**PASSED**

Yes: 6 – Skipps, Isaacson, Cromer, Walley, Welch, Welch

No: 0

Absent: 1 – Thompson

**COUNCIL COMMENTS**

None

**Mr. Isaacson *moved to* adjourn the meeting at 10:03 p.m.**

**Seconded by Ms. Welch**

The regular meeting of Monday, April 01, 2019 adjourned at 10:04 p.m.

**These minutes passed and approved** by a duly constituted quorum of the North Pole City Council on Monday, April 15, 2019.

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Michael W. Welch, Mayor

**ATTEST:**

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Judy L. Binkley, City Clerk

Draft



Office of the Mayor  
City of North Pole

# Proclamation

*WHEREAS, Donovan Caldwell is a senior at North Pole High School and is the son of David and Lylah Caldwell; and*

*WHEREAS, Donovan is the psychology student of the year, creative writing student of the year (I and II), and a semi-finalist of the 2018 Creepy Pasta Cook-off; and*

*WHEREAS, Donovan has volunteered for Race Against Racism. Donovan also enjoys ink drawing, graphic design, writing, poetry, playing dungeons and dragons, creating strange table top games, and watching bad movies; and*

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

*NOW, THEREFORE, I, Michael W. Welch, Mayor of the City of North Pole, do hereby proclaim Donovan Caldwell the:*

*North Pole City Council  
High School Student of the Month  
For April 2019*

*Michael W. Welch*

Michael W. Welch, Mayor

ATTEST:

*Judy L. Binkley*

Judy L. Binkley, City Clerk





**CITY OF NORTH POLE  
ORDINANCE 19-07**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA  
TO AMEND TITLE 2, ADMINISTRATION AND PERSONNEL  
CHAPTER 36 PERSONNEL SYSTEM, SECTION 470  
REGARDING PAY**

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

**WHEREAS**, Field Training Police Officers (FTO's) are exposed to significant liability while training police recruits and they take on an enormous risk which is normally compensated; and

**WHEREAS**, the standard, in almost all police agencies across the country, is a compensation related to the additional duty and risk associated with the training of a new police recruit; and

**WHEREAS**, the City of North Pole continues to address pay inequalities in order to increase the police department's ability to attract new hires with a progressive pay and benefits package that is consistent with other agencies in the Fairbanks and North Pole area; and

**WHEREAS**, the City Council will raise the hourly wage by \$2.00 an hour for police officers actively involved in the Field Training of police recruits.

**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.** Title 2 Administration and personnel, Chapter 36 Personnel systems is amended in the North Pole Code of Ordinances as by inserting the text in underlined red font:

**2.36.470 Pay.**

A. All City employees in the City service excluding the Mayor, contractual employees, casual employees and temporary employees shall be paid the monthly/hourly wage in accordance with the position classification title and date of hire or range, except that employees being promoted to positions of higher pay shall receive a start date adjustment that places them at the increased salary closest to their subsequent pay scale salary. Such adjustment shall be recorded in the employee's personnel file and shall be used throughout the employee's tenure of that position. Salaries of employees whose tenure exceeds the twenty-step pay plan shall receive a three percent annual salary increase.

B. Employees (excluding Fire Department personnel) working a regularly scheduled evening shift shall earn a pay differential hourly rate of \$1 (one dollar) an hour for hours worked from 3:00 p.m. to 10:00 p.m.



- 36 C. Employees (excluding Fire Department personnel) working a regularly scheduled night shift  
37 shall earn a pay differential hourly rate of \$2 (two dollars) an hour for hours worked from 10:00  
38 p.m. to 8:00 a.m.
- 39 D. The City Council shall review periodically the pay scale to recommend cost of living  
40 increase adjustments as warranted and shall communicate back to the employees the outcome of  
41 the review.
- 42 E. Employees will advance to the next pay step on the first full pay period of each year, except  
43 for those new employees hired within the last quarter of the year. Employees hired within the last  
44 quarter of the year will not be eligible for their annual step salary increases until the first full pay  
45 period in January following their one-year anniversary.
- 46 F. Professional Development Step Salary Increases. Employees may earn horizontal step  
47 increases for professional development as follows:  
48

**Accounts Receivable/Receptionist Clerk:**

Clerk I	2 Steps
Clerk II	2 Steps
Clerk III	2 Steps

**City Accountant:**

Certified Public Accountant (CPA)	2 Steps
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**City Clerk:**

Certified Municipal Clerk (CMC)	2 Steps
Certificate in Human Resource Management	2 Steps
Master Municipal Clerk (MMC)	2 Steps

**Dispatch/Evidence Technician:**

Dispatch/Evidence Technician I	2 Steps
Dispatch/Evidence Technician II	2 Steps
Dispatch/Evidence Technician III	2 Steps

**Firefighter Personnel:**

(Engineer, Lieutenant, Captain, Deputy Fire Chief)

Firefighter II/EMT III 2 Steps

Fire Apparatus Driver/Operator 2 Steps

Fire Officer I 2 Steps

Firefighter II/MICP 2 Steps

**Police Officer:**

Police Officer I 2 Steps

Police Officer II 2 Steps

Police Officer III 2 Steps

**Public Works Assistant:**

Public Works Assistant I 2 Steps

Public Works Assistant II 2 Steps

**Utility Assistant:**

Utility Assistant I 2 Steps

Utility Operator I 2 Steps

Utility Operator II 2 Steps

Water Treatment Level III 1 Step

49

50 Criteria for professional development will be developed by department heads coordinated with  
51 the Mayor and approved by the City Council. Current employees who meet the professional  
52 development criteria for advancement at the time of adoption of Ordinance 04-05 will be  
53 grandfathered in for longevity requirements. Initial placement in professional development track  
54 will not be cumulative and will result in two step advancements only. Police Sergeants are  
55 eligible for professional development advancement.

56 G. Newly hired employees shall be employed at the starting rate of the appropriate salary  
57 range. However, in the case where unusual difficulty has been experienced in filling a vacancy,  
58 or when the applicant is exceptionally qualified, on approval of Council the Mayor may direct

the starting salary above the minimum. Credit for prior years of similar service may be granted at the rate of two prior years of experience for one horizontal step increment.

H. Promotions. An employee who has received a promotion shall move vertically to the position classification slot designated in the step code promotion title. No vertical promotion shall exceed \$500 (five hundred dollars) a month increase. An employee shall be moved to the next highest slot under the promotion limit.

I. Overtime Pay. All time worked over the number of hours in the prescribed normal work week shall be compensated at one and one-half times the regular rate of pay. Employees who take leave during their prescribed work week are not eligible for overtime pay that week until they have actually worked over the number of hours normally scheduled to work.

J. Holiday Pay. Any employee who is required to work on a City-approved holiday will be paid two times the regular rate of pay (double time). When an employee works over the hours of a prescribed duty day (overtime) on a City-approved holiday, the employee will only be compensated at the double time rate.

K. FTO Pay. Sworn Police Department employees who are actively training a sworn recruit Police Department employee shall earn a pay differential of \$2 (two dollars) an hour for every hour they are actively working as a Field Training Officer.

**Revised Unified Pay Scale – Ordinance 17-09**

<b>Position</b>	<b>Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
<b>Mayor</b>		5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750
<b>Police Chief</b>		4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
<b>Fire Chief</b>		4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
<b>City Clerk/HR</b>		4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
<b>City Acct</b>		4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
<b>Director of City Svs</b>		4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
		26.30	27.09	27.90	28.74	29.60	30.49	31.40	32.35	33.32	34.32	35.35	36.41	37.50	38.62	39.78	40.97	42.20	43.47	44.77	46.12
<b>Police Lt.</b>		4100	4223	4350	4480	4615	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189
<b>Dep Fire Chief</b>		4100	4223	4350	4480	4615	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189
		23.65	24.36	25.09	25.84	26.62	27.42	28.24	29.09	29.96	30.86	31.78	32.74	33.72	34.73	35.77	36.85	37.95	39.09	40.26	41.47
<b>Records Mgr/Archivist</b>		3124	3218	3314	3414	3516	3622	3730	3842	3957	4076	4198	4324	4454	4588	4725	4867	5013	5163	5318	5478
<b>AR, AP, Utility Billing Clerk</b>		3124	3218	3314	3414	3516	3622	3730	3842	3957	4076	4198	4324	4454	4588	4725	4867	5013	5163	5318	5478

**Revised Unified Pay Scale – Ordinance 17-09**

Position	Range	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Admin Asst Evidence Cust/Dispr																					
	3124	3218	3314	3414	3516	3622	3730	3842	3957	4076	4198	4324	4454	4588	4725	4867	5013	5163	5318	5478	
	18.02	18.56	19.12	19.69	20.28	20.89	21.52	22.16	22.83	23.51	24.22	24.94	25.69	26.46	27.26	28.07	28.92	29.78	30.68	31.60	
Public Works Supervisor																					
	4100	4223	4350	4480	4615	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189	
	23.65	24.36	25.09	25.84	26.62	27.42	28.24	29.09	29.96	30.86	31.78	32.74	33.72	34.73	35.77	36.85	37.95	39.09	40.26	41.47	
Public Works Assistant																					
	3515	3620	3729	3841	3956	4075	4197	4323	4453	4586	4724	4866	5012	5162	5317	5476	5641	5810	5984	6164	
	20.27	20.88	21.50	22.15	22.81	23.50	24.20	24.93	25.68	26.45	27.24	28.06	28.90	29.77	30.66	31.58	32.53	33.50	34.51	35.54	
Utility Supervisor																					
	4100	4223	4350	4480	4615	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189	
	23.65	24.36	25.09	25.84	26.62	27.42	28.24	29.09	29.96	30.86	31.78	32.74	33.72	34.73	35.77	36.85	37.95	39.09	40.26	41.47	
Utility Operator																					
	3708	3819	3934	4052	4173	4299	4428	4560	4697	4838	4983	5133	5287	5445	5609	5777	5950	6129	6313	6502	
	21.39	22.03	22.69	23.37	24.07	24.80	25.54	26.31	27.10	27.91	28.75	29.61	30.50	31.41	32.35	33.32	34.32	35.35	36.42	37.51	
Utility Assistant																					
	3515	3620	3729	3841	3956	4075	4197	4323	4453	4586	4724	4866	5012	5162	5317	5476	5641	5810	5984	6164	

**Revised Unified Pay Scale – Ordinance 17-09**

Position	Range	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	20.27	20.88	21.50	22.15	22.81	23.50	24.20	24.93	25.68	26.45	27.24	28.06	28.90	29.77	30.66	31.58	32.53	33.50	34.51	35.54	
Police Sergeant	4077	4199	4325	4455	4589	4726	4868	5014	5165	5320	5479	5644	5813	5987	6167	6352	6542	6739	6941	7149	
	23.52	24.23	24.95	25.70	26.47	27.27	28.08	28.93	29.79	30.69	31.61	32.56	33.53	34.54	35.58	36.64	37.74	38.87	40.04	41.24	
Police Detective	3945	4063	4185	4311	4440	4573	4711	4852	4997	5147	5302	5461	5625	5793	5967	6146	6331	6520	6716	6918	
	22.75	23.43	24.14	24.86	25.61	26.37	27.16	27.98	28.82	29.68	30.57	31.49	32.44	33.41	34.41	35.44	36.51	37.60	38.73	39.89	
Police Officer	3838	3953	4072	4194	4320	4449	4583	4720	4862	5008	5158	5313	5472	5636	5805	5979	6159	6344	6534	6730	
	22.14	22.80	23.49	24.19	24.92	25.67	26.44	27.23	28.05	28.89	29.75	30.65	31.57	32.51	33.49	34.49	35.53	36.59	37.69	38.82	
Police Officer Recruit																					
Wage at Academy	15.00																				
Fire Captain	4077	4199	4325	4455	4589	4726	4868	5014	5165	5320	5479	5644	5813	5987	6167	6352	6542	6739	6941	7149	
19-day cycle	17.70	18.23	18.78	19.34	19.92	20.52	21.13	21.77	22.42	23.09	23.79	24.50	25.24	25.99	26.77	27.58	28.40	29.26	30.13	31.04	
Fire Lieutenant	3932	4050	4171	4297	4426	4558	4695	4836	4981	5130	5284	5443	5606	5774	5948	6126	6310	6499	6694	6895	
	17.07	17.58	18.11	18.65	19.21	19.79	20.38	20.99	21.62	22.27	22.94	23.63	24.34	25.07	25.82	26.59	27.39	28.21	29.06	29.93	
Fire Engineer	3838	3953	4072	4194	4320	4449	4583	4720	4862	5008	5158	5313	5472	5636	5805	5979	6159	6344	6534	6730	

**Revised Unified Pay Scale – Ordinance 17-09**

<b>Position</b>	<b>Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
		16.66	17.16	17.67	18.20	18.75	19.31	19.89	20.49	21.10	21.74	22.39	23.06	23.75	24.47	25.20	25.96	26.73	27.54	28.36	29.21
<b>Firefighter</b>		3347	3447	3551	3657	3767	3880	3996	4116	4240	4367	4498	4633	4772	4915	5063	5215	5371	5532	5698	5869
		14.53	14.97	15.41	15.88	16.35	16.84	17.35	17.87	18.41	18.96	19.53	20.11	20.72	21.34	21.98	22.64	23.32	24.02	24.74	25.48
<b>Overhire</b>		12.52																			

**Section 3.** Effective date.  
This ordinance shall become effective upon passage.

**PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Michael W. Welch, Mayor

ATTEST:

\_\_\_\_\_  
Judy L. Binkley, City Clerk

<p>PASSED/FAILED Yes: No: Absent:</p>
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**CITY OF NORTH POLE  
ORDINANCE NO. 19-08**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA  
TO APPROVE THE AMENDED COOPERATIVE  
AGREEMENT WITH THE US ARMY CORPS OF  
ENGINEERS FOR THE ENGINEERING AND DESIGN OF  
THE MOOSE CREEK WATER SYSTEM EXPANSION  
PROJECT AND ASSOCIATED FISCAL NOTE**

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

**WHEREAS**, the City of North Pole budget should be amended to conform to the requirements of the City; and,

**WHEREAS**, adjustment in the budget are necessary to remain compliant with council approved authorizations and budget management rules, and

**WHEREAS**, fiscal notes are the method prescribed by the code to amend a budget; and,

**WHEREAS**, in Resolution 17-5 the Council stated its willingness to extend its water system to the community of Moose Creek and in Ordinance 19-01 the Council approved a fiscal note supporting Phase 1 of the project--the initial design study for the extension of the water system to the community of Moose Creek and Phase 2 of the Moose Creek water system expansion project will complete the engineering and design for the project.

**WHEREAS**, the City and US Army Corps of Engineers negotiated a mutually agreeable amendment to their existing cooperative agreement to complete the engineering and design for the Moose Creek Water System Expansion Project.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole that it approves the amended cooperative agreement with the US Army Corps of Engineers to complete the engineering and design for the Moose Creek Water System Expansion Project and the associated budget modification required to fund this activity.

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

**Section 2.** 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  
\_\_\_\_ day of \_\_\_\_ 2019.

\_\_\_\_\_  
Michael W. Welch, Mayor

ATTEST:

\_\_\_\_\_  
Judy L. Binkley, City Clerk

PASSED/FAILED

Yes:

No:

Absent:



# City of North Pole, Alaska

**Fiscal Note Year:** 2019

Accompanying Ordinance/Resolution: Ordinance 19-08 Moose Creek Water System

Originator / sponsor: Bill Butler

Date: 03/28/2019

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

FUND	Account Description	Account #	Debit	Credit
43	Engineering	43-07-2-206	2,121,443	
43	Legal Fees	43-07-2-225	24,000	
43	Administration	43-07-2-201	342,411	
43	Wages - Full Time	43-07-1-001	45,535	
43	Benifits	43-07-1-003	1,021	
43	PERS	43-07-1-004	10,018	
43	Health Insurance	43-07-1-013	5,571	
43	Revenue	43-00-3-311		2,550,000

**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).

Amending the exiting cooperative agreement with USACE will provide the funding to support the completion of engineering and design for the Moose Creek Water System.

**Prepared By:** Bill Butler **Date:** 3/28/2019

**Finance Approval:** Tricia Fogarty **Date:** 3/28/2019

**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.

*Draft*  
**WATER SUPPLY AND DISTRIBUTION  
SYSTEM DESIGN  
MOOSE CREEK, ALASKA  
10 January 2019**

**Total Project Cost Ceiling \$2,550,000**

**Modified 27 March 2019**

## **1.0 SUBJECT**

This Cooperative Agreement is to provide details of work to be performed by the City of North Pole, Alaska (Cooperator) in support of Air Force Civil Engineer Center (AFCEC) through a cooperative agreement administered by the U.S. Army Corps of Engineers, Alaska District (USACE-AK). Activities include the design of a water supply line from North Pole Water Distribution System (WDS) and a local distribution, pump house, and storage system for Moose Creek, Alaska in support of the Eielson Air Force Base (EAFB) Environmental Restoration Program.

In accordance with FAR 7.503(e), projects provided for execution under this cooperative agreement (CA) by USACE do not include any functions to be performed that are inherently governmental. This determination is made with the assessment that places emphasis on the degree to which conditions and facts restrict the discretionary authority, decision-making responsibility, or accountability of Government officials using cooperator services or work products.

## **2.0 PURPOSE**

The purpose of this agreement is to establish the relationships, responsibilities, and activities to design a water supply line from North Pole WDS and a local distribution, pump house, and storage system for Moose Creek, Alaska. The design of the water supply and distribution system is necessary to meet the Remedial Action Objective (RAO) for Moose Creek under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Process.

## **3.0 AUTHORITY *(Additional authorities may be added)***

Cooperative Agreements are entered into with USACE under the following authorities:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes Office of Management and Budget (OMB) Guidance and Cost Principles (formerly OMB Circular A-110) Title 10 U.S.C. 2701d Environmental Restoration Program;
- Title 32 – National Defense, Chapter 1 - Office of the Secretary of Defense,
  - Part 21 - DOD Grants and Agreements (32CFR21.100-680);
  - Part 22 - DOD Grants and Agreements - Award and Administrations (32CFR22.100-825);
  - Part 32 - DOD Administrative Requirements for Grants and Agreements with

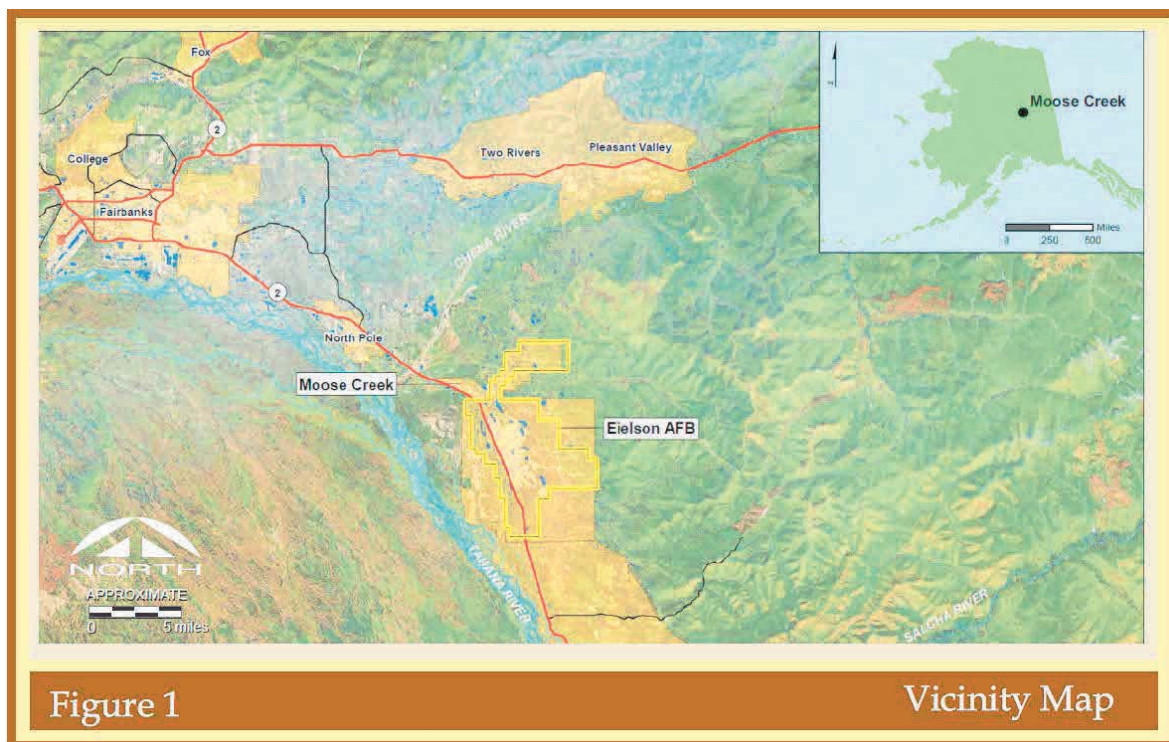
- Institutions of Higher Education Hospitals, and Other Non-Profit Organizations (32CFR32.1-73);
- 10 USC 2701

## 4.0 BACKGROUND

### 4.1 Project Location

The community of Moose Creek is located adjacent to the northern edge of EAFB, east of Fairbanks, Alaska (Figure 1). The Community of Moose Creek lies approximately 120 miles south of the Arctic Circle, 21 miles southeast of Fairbanks, and 7 miles southeast of the city of North Pole.

Approximately 750 people live in the Community of Moose Creek, and land use includes both residential and commercial activities. Nearby EAFB is an active military installation that has been used for military operations since its establishment in 1944. The community of Moose Creek was originally settled as a result of the growth of EAFB and the nearby community of North Pole, and remains a primarily residential community. Drinking water in the community has historically been supplied by shallow wells located on the individual properties. Future land use is expected to be primarily residential in nature.



### 4.2 Project Description

The RAO for Moose Creek is to protect human health by preventing human ingestion of perfluorooctanesulfonic acid (PFOS) or perfluorooctanoic acid (PFOA) contaminated groundwater that exceeds the 2016 lifetime health advisory (LHA) value of 0.07 µg/L and



ADEC groundwater clean-up levels of 0.40 µg/L. In support of this objective, this project, in coordination with multiple stakeholders, shall prepare a complete design of a water supply line from North Pole WDS and local distribution, pumphouse, and storage within Moose Creek. The potable water shall be supplied by the Municipality of North Pole Water Treatment Plant located in North Pole. The design shall include a new water main that will carry water to the Community of Moose Creek as per Figure 2 or an alternative route based upon the Cooperator's engineering recommendation. The North Pole water supply is located approximately 5 miles downgradient of Moose Creek. An additional greensand filter will be provided, and higher capacity pressure pumps may be required, in the North Pole WTP to increase the capacity for the additional demands in Moose Creek. The capacity of the wells and well pump will also be reviewed.

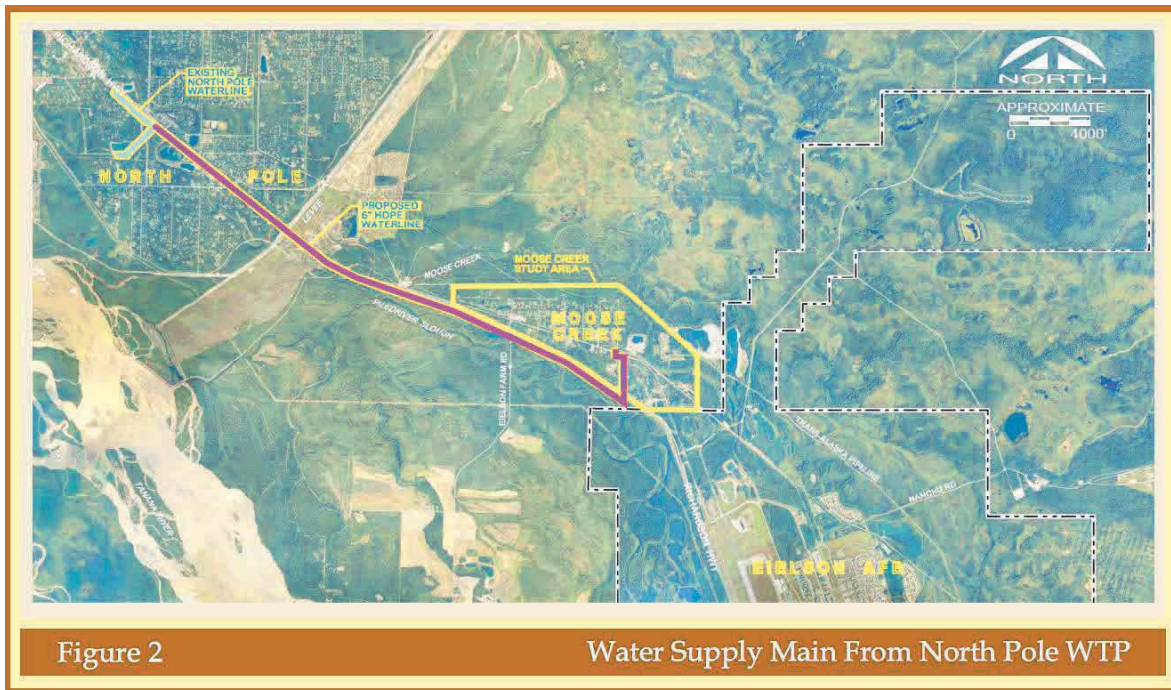
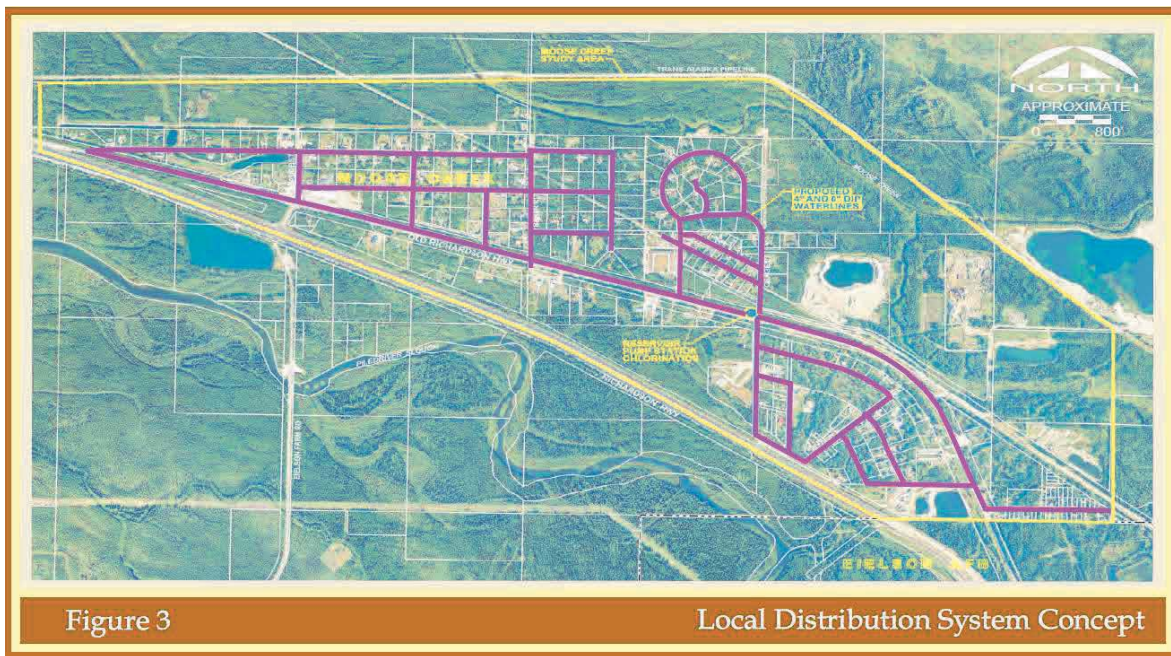


Figure 2

Water Supply Main From North Pole WTP

The design shall include a local distribution system, storage tank, and a circulation/heating pumping station (Figure 3). The new storage tank will allow the servicing of local demands and provide emergency storage if the tie to the existing North Pole WTP is temporarily unavailable. The local distribution system will need to be pressurized and circulated with heat input to prevent freezing during winter. Local connections will be made to properties in the Community of Moose Creek.

Prior to the Alaska District Army Corps of Engineers entering into this cooperative agreement the City of North Pole already had an arrangement with PDC Engineers to execute this agreement. The Alaska District Army Corps of Engineers neither endorses or opposes the City of North Poles' use of PDC and did not participate in the selection of PDC for this project. The Corps of Engineers, Alaska District, believe that since PDC was the designing firm of record for the project to which Moose Creek will tie into, the benefit of a more seamless transition is anticipated along with project familiarization. Therefore, the City of North Pole's use of PDC on this project complies with applicable procurement rules.



## 5.0 TASKS

### TASK 1 PROJECT MANAGEMENT SUPPORT

The Cooperator shall designate a Project Manager who shall be the primary technical and managerial interface between the Cooperator, the USACE and AFCEC. The name of this person, and alternate, who shall act for the Cooperator when the Project Manager is absent, shall be designated in writing. The Project Manager or alternate will have full authority to act for the Cooperator on all agreement matters relating to daily operations. The Project Manager or alternate must be available during normal duty hours and to meet with government personnel within 24 hours of the request to discuss problems.

#### Task 1.1 Schedule

The Cooperator shall develop and maintain a project schedule that fully supports the technical approach and outlines the due dates for all major deliverables and milestones and integrates the Government's associated management, review, and oversight activities. The schedule shall be consistent with all orders, agreements, and regulations applicable to the work described in this SOW. The schedule shall be submitted within thirty (30) days of cooperative agreement award and updated as needed throughout the period of performance.

#### Task 1.2 Meeting Attendance

##### Progress Meetings

Progress meetings shall be held weekly at a minimum. In addition to task performance and

progress, Progress Meetings shall include a review of technical and/or programmatic issues, accomplishments, and forecasts. The Cooperator shall prepare an agenda and any relevant presentation materials and submit to the Government at least one (1) working day in advance of the scheduled meeting. The cooperator shall prepare and provide meeting minutes, including a list of all attendees, from progress meetings and submit to the Government within five (5) working days after the meeting.

### **Task 1.3 Monthly Status Report**

The Cooperator shall provide a monthly status report that includes the following information:

- A description of milestones and deliverables
- Funds expended during the reporting period and cumulative to date
- Summary of work accomplished during the reporting period and percent complete
- Any issues or problems encountered along with their ultimate resolution
- Schedule of activities planned and estimated time to complete activities

This report shall be submitted along with the Cooperator's invoice and is due no later than the 10th day of each month. A monthly status report shall be submitted every month whether an invoice is submitted or not.

## **TASK 2 PLANNING SUPPORT**

The overall objective of this task is to assist EAFB and AFCEC personnel and ensure project requests meet validated requirements; are in compliance with all applicable standards; are programmed at the lowest life cycle cost; achieve optimum resource efficiency and minimize damage to the natural and human environments. Work is expected to be performed in support of the following project; design a water supply line from North Pole WDS and a local distribution system, pumphouse, and storage for Moose Creek, Alaska.

The Cooperator shall organize, participate, and facilitate planning charrettes with stakeholders. Deliverables from the planning charrettes will include updated routing for water supply line from North Pole water distribution system, and Moose Creek distribution system, pumphouse, and storage, ~~Project Definition Index Rating (PDRI)~~, and Planning Charrette Minutes.

The Cooperator shall organize, participate, and facilitate public meetings and provide subsequent meeting minutes as necessary.

The Cooperator shall organize, participate, and facilitate review meetings with stakeholders to discuss comments generated at each submittal phase. Meeting minutes shall be provided.

## **TASK 3 ENGINEERING AND DESIGN**

The overall objective of this task is to complete a full design of a water supply line from North Pole WDS and local distribution, pumphouse, and storage within Moose Creek, identification of required easements and assist the Cooperator in the acquisition of the needed easements, identification and acquisition of permits, identification of a suitable site



for the pump house and storage tank and assist the Cooperator in acquisition of the site. The design shall include a new water main that will carry water to the Community of Moose Creek as depicted in the conceptual site plan. An additional greensand filter will be included, and higher capacity pressure pumps may be required, in the North Pole WTP to increase the capacity for the additional demands in Moose Creek. The system shall be designed in accordance with UFC 3-230-01 and all other applicable laws, criteria, and regulations.

A civil engineer shall be responsible for the civil design. Work shall consist of the complete site design including but not limited to the following: earthwork, grading, drainage, minimal landscaping, utilities, and coordination with other disciplines. The engineer of record shall be licensed in the State of Alaska as a Civil Engineer.

Design shall take into consideration topography and natural characteristics of the area, including climatic conditions, prevailing winds, areas of snow accumulations, ect. Design shall provide a functional system requiring only routine maintenance through its design life.

Materials and installation specifications shall contain appropriate requirements per UFC 3-230-01 and those that have been established by the industry in its technical publications, such as ASTM, AWWA, WEF, and APWA standards. Requirements shall be set forth in the specifications for the pipe and methods of bedding and backfilling so as not to damage the pipe or its joints, impede cleaning operations and future tapping, nor create excessive side fill pressure or deformation of the pipe, nor seriously impair flow capacity. All bends, tees, wyres, plugs and other fittings will be constrained with thrust bolts, constrained joint piping or other approved means to prevent damage from pipe movement.

The Cooperator shall obtain all permits and approvals for the required construction and operation of the system.

The Cooperator shall follow all applicable Air Force, UFC, ADEC, state and federal criteria, regulations and requirements. Of particular note are:

Reference No.	Title	Date
ANSI/AWWA C150/A21.50-14	Thickness Design of Ductile-Iron Pipe	01 Sep 2014
ANSI/AWWA C600-17	Installation of Ductile-Iron Mains and Their Appurtenances	01 Jul 2017
ANSI/AWWA C906-15	Polyethylene (PE) Pressure Pipe and Fittings	01 Sep 2015
UFC 3-130-05	Utilities: Arctic and Subarctic Construction	16 Jan 2004
UFC 3-230-01	Water Storage, Distribution, and Transmission with Change 2	1 July 2014
UFC 3-230-03A	Water Supply	16 Jan 2004
UFC 3-230-13A	Water Supply Pumping Stations	16 Jan 2004

## 6.0 GENERAL SPECIFICATIONS

All reports and data generated under this cooperative agreement are the property of the government and distribution by the Cooperator to any source, unless previously authorized by the Air Force Technical POC, is prohibited.

The Cooperator shall not make available to the news media or publicly disclose any data generated or reviewed under this cooperative agreement. When approached by the news media, the Cooperator shall refer them to the AF Technical POC for response.

## 7.0 GOVERNMENT FURNISHED MATERIAL

Additional government furnished material includes:

- 1) Historical aerial imagery, if needed;
- 2) Current installation GIS data, if needed
- 3) Available environmental reports upon request
- 4) Community contact information

## 8.0 REPORTS AND DELIVERABLES

The Cooperator will provide a technical memorandum with concept (15% design) level plan. During the development of the concept memo and plan this contract will be amended so Cooperator will provide design drawings, geotechnical results and specification calculations used during the design process in bid-ready documents. Subsequently, the Cooperator will provide construction documents including drawings, specifications, cost estimates, and design reports for construction of a water supply line from North Pole Water Distribution System and a local distribution system, pumphouse, and storage for Moose Creek, Alaska.

<b>Deliverable</b>	<b>Submission Instructions/Details</b>	<b>Deliverable Due Date</b>
Concept Design Documents: 15% design technical memo with concept plan	E-mail/CD <b>5</b> hardcopies	two months from date of award
Project Schedule	E-mail	within thirty (30) days of cooperative agreement award
Meeting minutes	E-mail	within five (5) working days after the meeting
35% Design: Drawings, List of ROW and Easements required, Permitting Plan, Geotechnical Recommendations	E-mail/ 2 CDs 2 hardcopies	10 June 2019
Response to USACE, AF, EPA, ADEC, and other Stakeholder Comments	Email or ProjNet	30 days
65% Design: Drawings, Technical Specifications, Cost Estimate, Easement Documents	E-mail/2 CDs 2 hardcopies	19 August 2019
Response to USACE, AF, EPA, ADEC, and other Stakeholder Comments	TBD	30 days

95% Design: Drawings, Technical and Division 1 Specifications, Cost Estimate, ADEC Authorization to Construct Application	E-mail/2 CDs 2 hardcopies	18 October 2019
Response to USACE, AF, EPA, ADEC, and other Stakeholder Comments	TBD	30 days
100% Design: Drawings, Technical and Division 1 Specifications, ADEC Authorization to Construct	E-mail/CD 2 hardcopies	1 December 2019

## 9.0 POINTS OF CONTACT

**9.1** The AF Technical Point of Contact for this project is:

Kevin Thomas  
AFCEC/CZOP  
10471 20<sup>th</sup> Street, Ste 345  
JBER AK 99506  
Phone: 907-552-4112  
Email: kevin.thomas.1@us.af.mil

**9.2** The USACE POC for Project Management is Teresa Lee. Cooperative Agreement questions should be addressed to the Grants Officer, Olen Northern. Correspondence should be addressed as follows:

Teresa Lee  
U.S. Army Corps of Engineers  
Environmental and Special Projects Branch  
ATTN: CEPOA-PM-ESP  
P.O. Box 6898  
JBER, AK 99506-0898  
Phone: 907-753-2681  
Email: Teresa.A.Lee@usace.army.mil

Olen Northern  
U.S. Army Corps of Engineers  
Contracting Division  
ATTN: CEPOA-CT  
P.O. Box 6898  
JBER, AK 99506-0898  
Phone: (907) 753-2525  
Email: [Olen.R.Northern@usace.army.mil](mailto:Olen.R.Northern@usace.army.mil)

## 10.0 PERIOD OF PERFORMANCE

The period of performance is twelve (12) months from date of award. The parties understand that should litigation be required to obtain easements, the period of performance may need to be extended.

## **11.0 ADDITIONAL TERMS AND CONDITIONS**

### **i. Nondiscrimination**

By signing this agreement or accepting funds under this agreement, the recipient assures that it will comply with applicable provisions of the following, national policies prohibiting discrimination. In addition the recipient assures that it will flow down these requirements to sub-recipients:

- a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DOD regulations at 32 CFR part 195.
- b. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DOD regulations at 32 CFR part 196.
- c. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
- d. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOD regulations at 32 CFR part 56.

### **ii. Debarment and Suspension**

The recipient agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the Department of Defense in 2 CFR part 1125. The recipient also agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the recipient enters into transactions that are “covered transactions” under Subpart B of 2 CFR part 180 and the DOD implementation in 2 CFR part 1125.

### **iii. Environmental Standards**

By signing this agreement or accepting funds under this agreement, the recipient assures that it will:

- a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971- 1975 Comp., p. 799] and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32

### **iv. Drug-Free Workplace**

The recipient agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

v. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

1. Additional Administrative Requirements

i. 2 CFR 200.330 Sub-awards

Unless sections of this part specifically exclude sub-recipients from coverage, the provisions of this part shall be applied to sub-recipients performing work under awards if such sub-recipients are institutions of higher education, hospitals or other non-profit organizations.

ii. 2 CFR 200.305 Payments

(a) For states, payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also § 200.302 Financial management paragraph (f). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved standard government-wide information collection requests to request payment.

(1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate

share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

- (i) The Federal awarding entity shall pay the Cooperator in a timely fashion to ensure payment of contractors in accordance with federal requirements.
- (ii) The Cooperator cannot accept any payment method other than advance payment methods as described in paragraph (b)(1) above.

(2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and should comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1601).

(3) Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per § 200.207 Specific conditions, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.

(4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any sub-recipients in order to meet the sub-recipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the sub-recipient to meet the sub-recipient's actual cash disbursements.

(5) Use of resources before requesting cash advance payments. To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

(6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §§ 200.207 Specific conditions, Subpart D—Post Federal Award Requirements of this part, 200.338 Remedies for Noncompliance, or the following apply:

(i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Guidance A-129, “Policies for Federal Credit Programs and Non-Tax Receivables.” Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal government is liquidated.

(iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with § 200.342 Effects of suspension and termination.

(iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.

(i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for the receipt, obligation and expenditure of funds.

(ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.



(i) The non-Federal entity receives less than \$120,000 in Federal awards per year.

(ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.

(iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

(iv) A foreign government or banking system prohibits or precludes interest bearing accounts.(9) Interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense.

(9) Except as noted elsewhere in this part, only the following forms shall be authorized for the recipients in requesting advances and reimbursements. DOD Components shall not require more than an original and two copies of these forms.

(i) SF-270, Request for Advance or Reimbursement. Each DOD Component shall adopt the SF-270 as a standard form for all non-construction programs when electronic funds transfer or predetermined advance methods are not used. DOD Components, however, have the option of using this form for construction programs in lieu of the SF-271,4 “Outlay Report and Request for Reimbursement for Construction Programs.”

(ii) Payment Request. Payment Requests shall be submitted to the address below:

U.S. Army Corps of Engineers – Alaska District  
Attn: CEPOA-PM-ESP (Lee)  
P.O. Box 6898  
Elmendorf AFB AK 99506-0898

Physical Address:  
2204 Third Street  
Elmendorf AFB, AK 99506)

(iii) Payment will be made via check and/or EFT from the following office:

U.S. Army Engineer District, Alaska  
C/O USACE Finance Center  
5720 Integrity Drive  
Millington, TN 38054-5005

**iii. 2 CFR 200.403 Allowable costs**

(a) General. For each kind of recipient or sub-recipient of a cost-type assistance award, or each contractor receiving a cost-type contract under an assistance award, there is a set of



Federal principles for determining allowable costs. Allowability of costs shall be determined in accordance with the cost principles applicable to the entity incurring the costs.

(b) Higher educational institutions. The allowability of costs incurred by institutions of higher education that may be recipients, sub-recipients, or contractors is determined in accordance with the provisions of 2 CFR 220, "Cost Principles for Educational Institutions,"

(c) State, Local and Indian Tribal Governments. The allowability of costs incurred by State, Local and Indian Tribal Governments that may be recipients, sub-recipients, or contractors is determined in accordance with the provisions of 2 CFR 225, "Cost Principles for State, Local and Indian Tribal Governments,"

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(f) The Federal entity shall promptly evaluate all submitted costs and notify the Cooperator in a timely fashion of any disputed costs.

**iv. 2 CFR 200.308 Revision of budget and program plans**

(a) The approved budget for the Federal award summarizes the financial aspects of the project or program as approved during the Federal award process. It may include either the Federal and non-Federal share (see §200.43 Federal share) or only the Federal share, depending upon Federal awarding agency requirements. It must be related to performance for program evaluation purposes whenever appropriate.

(b) Recipients are required to report deviations from budget or project scope or objective, and request prior approvals from Federal awarding agencies for budget and program plan revisions, in accordance with this section.

(c)(1) For non-construction Federal awards, recipients must request prior approvals from Federal awarding agencies for one or more of the following program or budget-related reasons:

(i) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).

(ii) Change in a key person specified in the application or the Federal award.

(iii) The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

(v) The transfer of funds budgeted for participant support costs as defined in §200.75 Participant support costs to other categories of expense.

(vi) Unless described in the application and funded in the approved Federal awards, the sub-awarding, transferring or contracting out of any work under a Federal award, including fixed amount sub-awards as described in §200.332 Fixed amount sub-awards.

This provision does not apply to the acquisition of supplies, material, equipment or general support services.

(vii) Changes in the approved cost-sharing or matching provided by the non-Federal entity.

(viii) The need arises for additional Federal funds to complete the project.

(2) No other prior approval requirements for specific items may be imposed unless an exception has been approved by OMB. See also §§200.102 Exceptions and 200.407 Prior written approval (prior approval).

(d) Except for requirements listed in paragraph (c)(1) of this section, the Federal awarding agency is authorized, at its option, to waive prior written approvals required by paragraph (c) this section. Such waivers may include authorizing recipients to do any one or more of the following:

(1) Incur project costs 90 calendar days before the Federal awarding agency makes the Federal award. Expenses more than 90 calendar days pre-award require prior approval of the Federal awarding agency. All costs incurred before the Federal awarding agency makes the Federal award are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). See also §200.458 Pre-award costs.

(2) Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined in paragraphs (d)(2)(i) through (iii) of this section apply. For one-time extensions, the recipient must notify the Federal awarding agency in writing with the supporting reasons and revised period of performance at least 10 calendar days before the end of the period of performance specified in the Federal award. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior Federal awarding agency approval when:

(i) The terms and conditions of the Federal award prohibit the extension.

(ii) The extension requires additional Federal funds.

(iii) The extension involves any change in the approved objectives or scope of the project.

(3) Carry forward unobligated balances to subsequent periods of performance.

(e) The Federal awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency. The Federal awarding agency cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation.

(f) All other changes to non-construction budgets, except for the changes described in paragraph (c) of this section, do not require prior approval (see also §200.407 Prior written approval (prior approval)).

(g) For construction Federal awards, the recipient must request prior written approval promptly from the Federal awarding agency for budget revisions whenever paragraph (g)(1), (2), or (3) of this section applies.

(1) The revision results from changes in the scope or the objective of the project or program.

(2) The need arises for additional Federal funds to complete the project.

(3) A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in Subpart E—Cost Principles of this part.

(4) No other prior approval requirements for budget revisions may be imposed unless an exception has been approved by OMB.

(5) When a Federal awarding agency makes a Federal award that provides support for construction and non-construction work, the Federal awarding agency may require the recipient to obtain prior approval from the Federal awarding agency before making any fund or budget transfers between the two types of work supported.

(h) When requesting approval for budget revisions, the recipient must use the same format for budget information that was used in the application, unless the Federal awarding agency indicates a letter of request suffices.

(i) Within 30 calendar days from the date of receipt of the request for budget revisions, the Federal awarding agency must review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, the Federal awarding agency must inform the recipient in writing of the date when the recipient may expect the decision.

**v. 2 CFR 200.310 through 2 CFR 200.316 property.**

2 CFR 200.310 through 2 CFR 200.316 set forth uniform standards governing management and disposition of property furnished by the Federal Government and property whose cost was charged to a project supported by a Federal award. DOD Components shall require recipients to observe these standards under awards and shall not impose additional requirements, unless specifically required by Federal statute. The recipient may use its own property management standards and procedures provided it observes the provisions of 2 CFR 200.310 through 2 CFR 200.316

**vi. 2 CFR 200.310 & 2 CFR 200.447 Insurance coverage.**

The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property

owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

**vii. 2 CFR 200.311 Real property.**

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

(b) *Use.* Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or other interests.

(c) *Disposition.* When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:

(1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

**viii. 2 CFR 200.312 Federally-owned and exempt property.**

(a) Title to federally-owned property remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Federal awarding agency for further Federal agency utilization.

(b) If the Federal awarding agency has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Federal awarding agency has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Federal awarding agency must issue appropriate instructions to the non-Federal entity.

(c) Exempt federally-owned property means property acquired under a Federal award the title based upon the explicit terms and conditions of the Federal award that indicate the Federal awarding agency has chosen to vest in the non-Federal entity without further obligation to the Federal government or under conditions the Federal agency considers appropriate. The Federal awarding agency may exercise this option when statutory authority exists. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt federally-owned property acquired under the Federal award remains with the Federal government.

**ix. 2 CFR 200.313 Equipment.**

See also § 200.439 Equipment and other capital expenditures.

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

- (1) Use the equipment for the authorized purposes of the project until funding for the project ceases, or until the property is no longer needed for the purposes of the project.
- (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
- (3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) *Use.* (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed

for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

- (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
  - (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.
- (2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.
- (3) Notwithstanding the encouragement in § 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal government retains an interest in the equipment.
- (4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.



(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition*. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

**x. 2 CFR 200.314 Supplies.**

See also § 200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment. See § 200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other

organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

**xi. 2 CFR 200.315 Intangible property.**

(a) Title to intangible property (see § 200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

(d) The Federal government has the right to: (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(e) Freedom of Information Act (FOIA). (1) In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)). (2) Published research findings means when:

(i) Research findings are published in a peer-reviewed scientific or technical journal; or

(ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or



communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include:

- (i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
- (ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

**xii. 2 CFR 200.316 Property trust relationship.**

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Federal awarding agency may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

**xiii. 2 CFR 200.317 through 2 CFR 200.326 Procurement standards.**

2 CFR 200.317 through 2 CFR 200.326 set forth standards for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders.

**Recipient responsibilities.**

The standards contained in this section do not relieve the recipient of the contractual responsibilities arising under its contract(s). The recipient is the responsible authority, without recourse to the DOD Component that made the award, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of an award or other agreement. This includes disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of statute are to be referred to such Federal, State or local authority as may have proper jurisdiction.

**Codes of conduct.**

The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

**xiv. 2 CFR 200.319 Competition.**

(a) All transactions must be conducted in a manner that provides competition to the maximum extent practicable. In order to ensure objective contractor performance and eliminate unfair competitive advantage, Master Cooperative Agreement recipients that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such requirements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate

description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

**xv. 2 CFR 200.320 Procurement procedures.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;

- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
  - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity;
- or

(4) After solicitation of a number of sources, competition is determined inadequate.

**xvi.**     2 CFR 200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

**xvii.**     2 CFR 200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

**xviii.**     32 CFR 32.49 Resource Conservation and Recovery Act.

Under the Resource Conservation and Recovery Act (RCRA) (section 6002, Pub. L. 94–580, 42 U.S.C. 6962), any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with section 6002. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA) (40 CFR parts 247–254). Accordingly, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

**xix.**    2 CFR 200.333 through 2 CFR 200.337, Records

Sections 32.51 through 32.52 set forth the procedures for monitoring and reporting on the recipient's financial and program performance and the necessary standard reporting forms. They also set forth record retention requirements.

**xx.**    2 CFR 200.328 Monitoring and reporting program performance.

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also § 200.331 Requirements for pass-through *entities*.

(b) *Non-construction performance reports*. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(ii) The reasons why established goals were not met, if appropriate.



(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

(e) The Federal awarding agency may make site visits as warranted by program needs.

(f) The Federal awarding agency may waive any performance report required by this part if not needed.

**xxi. 2 CFR 200.327 Financial reporting.**

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

**xxii. 2 CFR 200.333 Retention requirements for records.**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities



must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
  - (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
  - (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

**xxiii. 2 CFR 200.334 Requests for Transfer of Records**

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

**xxiv.**    2 CFR 200.335 Methods for Collection, Transmission and Storage of Information

In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

**xxv.**    2 CFR 200.336 Access to records.

(a) *Records of non-Federal entities.* The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

**xxvi.**    2 CFR 200.339 Termination.

(a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the Federal awarding agency or pass-through entity for cause;

(3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

(c) In the event of the termination of the Federal award by the Federal entity for any reason, the Federal entity shall pay all allowable costs as defined in this agreement incurred by the non-Federal entity prior to the termination of the agreement.

**xxvii. 2 CFR 200.338 Remedies for noncompliance.**

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

**xxviii.**    2 CFR 200.341 Opportunities to object, hearings and appeals.

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

**xxix.**    2 CFR 200.343 Closeout.

The Federal agency or pass-through entity will close-out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award have been completed by the non-Federal entity. This section specifies the actions the non-Federal entity and Federal awarding agency or pass-through entity must take to complete this process at the end of the period of performance.

(a) The non-Federal entity must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by or the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested by the non-Federal entity.

(b) Unless the Federal awarding agency or pass-through entity authorizes an extension, a non-Federal entity must liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.

(c) The Federal awarding agency or pass-through entity must make prompt payments to the non-Federal entity for allowable reimbursable costs under the Federal award being closed out.

(d) The non-Federal entity must promptly refund any balances of unobligated cash that the Federal awarding agency or pass-through entity paid in advance or paid and that is not authorized to be retained by the non-Federal entity for use in other projects. See OMB Circular A-129 and see § 200.345 Collection of amounts due for requirements regarding unreturned amounts that become delinquent debts.

(e) Consistent with the terms and conditions of the Federal award, the Federal awarding agency or pass-through entity must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.

(f) The non-Federal entity must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.

(g) The Federal awarding agency or pass-through entity should complete all closeout actions for Federal awards no later than one year after receipt and acceptance of all required final reports.

**xxx.**    2 CFR 200.344 Post-closeout adjustments and continuing responsibilities.

- (a) The closeout of a Federal award does not affect any of the following.
  - (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
  - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
  - (3) Audit requirements in Subpart F—Audit Requirements of this part.
  - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this part, §§ 200.310 Insurance Coverage through 200.316 Property trust relationship.
  - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this part, §§ 200.333 Retention requirements for records through 200.337 Restrictions on public access to records.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

**xxxi.**    2 CFR 200.345 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
  - (1) Making an administrative offset against other requests for reimbursements;
  - (2) Withholding advance payments otherwise due to the non-Federal entity; or
  - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

## 2. Reporting

### i. Quarterly and Annual Reporting Requirements

Awardees must provide progress reports that validate progress on the required tasks to the USACE project manager on a quarterly basis at a minimum. Communications in person, by phone, and by email shall supplement the progress reporting requirements whenever key, complex, or high-profile activities are underway to ensure that USACE is never lacking pertinent project information.

Progress reports and invoices must match, i.e. quarterly invoices should be delivered with quarterly progress reports. Monthly invoices will require monthly progress reports.

Final reports must be provided to USACE at the end of the Agreement Order or upon request. Quarterly reports should accompany invoices since they are reviewed prior to processing invoices. File nomenclature should follow the format:

YYMMDD\_AgreementOrder#\_EntityAbbreviation.pdf

Example: 180417\_AO546\_USACE.pdf

### ii. OMB Guidance, Grants and Agreements, Guidelines to Agencies on Government-wide Debarment and Suspension 2 CFR 180 Subpart C .335-.350

2 CFR 180.335-.350 provides answers to questions an applicant may have regarding information an applicant must provide before entering into a covered transaction with a federal agency.





## North Pole Police Department



Chief Steve Dutra  
125 Snowman Ln.  
North Pole, AK 99705  
907-488-6902  
Northpolepolice.org

April 3, 2019

To: Honorable Mayor Welch and North Pole City Council

Re: 2019-2021 Chena Lakes Contract for LEO services

Honorable Mayor Welch and Councilmembers,

I have received the final contract for the Chena Lakes Corp Law Enforcement Services for the years of 2019-2021. This contract has been in place since the late 1980's and is a fantastic relationship which helps protect one of the areas most treasured assets. This contract pays for the services of one North Pole Police Officer to patrol and conduct law enforcement on the Chena Lakes Project property, excluding borough leased areas, barring any emergency.

We provide this officer and a patrol car between May 1<sup>st</sup> and September 31<sup>st</sup> each year. This contract is new to the overall program since it covers a period of 3 years. The 3 years contract you have has already been reviewed by the city attorney and is read for your approval. The 1<sup>st</sup> year is for \$84,393.78, the 2<sup>nd</sup> year is for \$86,919.66 and the third and final year is for \$89,527.00.

In year past we have only done a year by year agreement so this year we now have a guaranteed 3 year contract so we can rely upon the contract to help smooth out the budget process.

I would encourage the council to accept this contract.

Thank you for your time.

A handwritten signature in black ink, appearing to be "S. Dutra", written over a horizontal line.

Chief Steve Dutra



## Judy Binkley

---

**From:** Steve Dutra  
**Sent:** Thursday, April 04, 2019 9:04 AM  
**To:** Judy Binkley  
**Subject:** FW: US Army Corps of Engineer RFQ for North Pole

Here is the email.

Please advise if you need anything further.

Chief Steve Dutra  
North Pole Police Department  
125 Snowman Lane  
North Pole, Alaska 99705  
Business Phone : (907) 488-6902  
Business Voice Mail : (907) 488-8469  
Business Fax : (907) 488-5299  
E-mail : [sdutra@northpolepolice.org](mailto:sdutra@northpolepolice.org)  
Website <http://www.northpolepolice.org>

-----Original Message-----

From: Zane Wilson [<mailto:zane@alaskalaw.com>]  
Sent: Tuesday, April 02, 2019 9:38 AM  
To: Steve Dutra <[SDutra@northpolepolice.org](mailto:SDutra@northpolepolice.org)>; Niki Lightly <[nikil@alaskalaw.com](mailto:nikil@alaskalaw.com)>  
Cc: Niki Lightly <[nikil@alaskalaw.com](mailto:nikil@alaskalaw.com)>  
Subject: RE: US Army Corps of Engineer RFQ for North Pole

Chief:

A few things of note that we discussed via phone- otherwise I have no concerns.

Zane

-----Original Message-----

From: Steve Dutra <[SDutra@northpolepolice.org](mailto:SDutra@northpolepolice.org)>  
Sent: Tuesday, March 19, 2019 2:57 PM  
To: Niki Lightly <[nikil@alaskalaw.com](mailto:nikil@alaskalaw.com)>  
Cc: Zane Wilson <[zane@alaskalaw.com](mailto:zane@alaskalaw.com)>  
Subject: US Army Corps of Engineer RFQ for North Pole

Zane,

We were unsure whether you are required to review this RFQ before we send it since we have never done one before. This is the NEW way they want to handle our Chena Lakes LEO contract. They want us to respond to this solicitation for a 3 year contract. This is usually done with a simple contract on a year by year basis but that has now changed.

So after reading through it I do not have any major issues but we wanted to vet it with you before we submitted it. It is due by the 25th. We need it to them and back before April 8th so we can get it on the agenda.

Happy reading... drink lots of coffee..... :)

Chief Steve Dutra  
North Pole Police Department  
125 Snowman Lane  
North Pole, Alaska 99705  
Business Phone : (907) 488-6902  
Business Voice Mail : (907) 488-8469  
Business Fax : (907) 488-5299  
E-mail : [sdutra@northpolepolice.org](mailto:sdutra@northpolepolice.org)  
Website <http://www.northpolepolice.org>

-----Original Message-----

From: [noreply@cnp.local](mailto:noreply@cnp.local) [mailto:[noreply@cnp.local](mailto:noreply@cnp.local)]  
Sent: Tuesday, March 19, 2019 3:50 PM  
To: Steve Dutra <[SDutra@northpolepolice.org](mailto:SDutra@northpolepolice.org)>  
Subject: Scanned image from MX-3570N

Reply to: Sharp Mx-3570n <[noreply@cnp.local](mailto:noreply@cnp.local)> Device Name: Not Set Device Model: MX-3570N  
Location: Not Set

File Format: PDF MMR(G4)  
Resolution: 200dpi x 200dpi

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER WC1JUW90673531	
2. CONTRACT NO. W911KB19P0013		3. AWARD/EFFECTIVE DATE 03-Apr-2019		4. ORDER NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME AUM NGUYEN		5. SOLICITATION NUMBER W911KB19T0011	
9. ISSUED BY U.S. ARMY ENGINEER DISTRICT, AK CEPOA-CT (W911KB) PO BOX 6898 JBER AK 99506-0898  TEL: FAX:		CODE W911KB		6. SOLICITATION ISSUE DATE 14-Mar-2019	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 922120 SIZE STANDARD:	
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9	
17a. CONTRACTOR/OFFEROR CITY OF NORTH POLE STEVE DUTRA 125 SNOWMAN LN NORTH POLE AK 99705 TELEPHONE NO. 907-488-6902		CODE 3BZ20 FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. ARMY ENGINEER DISTRICT, ALASKA C/O USACE FINANCE CENTER 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005 CODE 964145	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT
	SEE SCHEDULE				
23. UNIT PRICE				24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$84,393.78	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  Christine A. Dale		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) CHRISTINE A DALE / Contracting Officer TEL: 907-753-5618 EMAIL: christine.a.dale@usace.army.mil	
				31c. DATE SIGNED 03-Apr-2019	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

**PRICE SCHEDULE**  
**Law Enforcement Services at Chena River Lakes Flood Control Project**

**Base Period: Award to 31 December 2019**

ITEM	ITEM NAME	QUANTITY	UNIT	HOURLY RATE	TOTAL
1	City of North Pole Officer, Straight Time (1 May to 30 September 2019)	850	Hour	\$ <u>57.04</u>	\$ <u>48,484.00</u>
2	City of North Pole Police Vehicle (1 May to 30 September 2019)	890	Hour	\$ <u>35.85</u>	\$ <u>31,906.50</u>
3	City of North Pole Officer, Overtime (1 May to 30 September 2019)	40	Hour	\$ <u>71.66</u>	\$ <u>2,866.40</u>
4	City of North Pole Officer, Holiday Premium (1 May to 30 September 2019)	24	Hour	\$ <u>47.37</u>	\$ <u>1,136.88</u>
				<b>TOTAL</b>	\$ <u>84,393.78</u>

**Option Year 1: 1 January 2020 to 31 December 2020**

ITEM	ITEM NAME	QUANTITY	UNIT	HOURLY RATE	TOTAL
5	City of North Pole Officer, Straight Time (1 May to 30 September 2020)	850	Hour	\$ <u>58.75</u>	\$ <u>49,937.50</u>
6	City of North Pole Police Vehicle (1 May to 30 September 2020)	890	Hour	\$ <u>36.92</u>	\$ <u>32,858.80</u>
7	City of North Pole Officer, Overtime (1 May to 30 September 2020)	40	Hour	\$ <u>73.81</u>	\$ <u>2,952.40</u>
8	City of North Pole Officer, Holiday Premium (1 May to 30 September 2020)	24	Hour	\$ <u>48.79</u>	\$ <u>1,170.96</u>
				<b>TOTAL</b>	\$ <u>86,919.66</u>

**Option Year 2: 1 January 2021 to 31 December 2021**

ITEM	ITEM NAME	QUANTITY	UNIT	HOURLY RATE	TOTAL
9	City of North Pole Officer, Straight Time (1 May to 30 September 2021)	850	Hour	\$ <u>60.51</u>	\$ <u>51,433.50</u>
10	City of North Pole Police Vehicle (1 May to 30 September 2021)	890	Hour	\$ <u>38.03</u>	\$ <u>33,846.70</u>
11	City of North Pole Officer, Overtime (1 May to 30 September 2021)	40	Hour	\$ <u>76.02</u>	\$ <u>3,040.80</u>
12	City of North Pole Officer, Holiday Premium (1 May to 30 September 2021)	24	Hour	\$ <u>50.25</u>	\$ <u>1,206.00</u>
				<b>TOTAL</b>	\$ <u>89,527.00</u>

All hourly rates shall be fully burdened.  
Holiday Premium is the amount added to the Straight Time rate for Holiday work.  
Hourly rates are not subject to Variations in Estimated Quantities.

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job	\$84,393.78	\$84,393.78

Law Enforcement Services, Base  
FFP

The contractor shall, in accordance with the terms and conditions of the contract, furnish all labor, material (other than those expressly documented to be furnished by the government), and perform/provide what is necessary for or incidental to the statement of work.

Only a warranted Contracting Officer (either PCO or ACO) acting within their delegated limits has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

The Contracting Officer may exercise an option any time prior to the delivery date/period of performance expiration.

Contract Specialist: Au Nguyen, 907-753-5754, au.m.nguyen@usace.army.mil

FOB: Destination

PURCHASE REQUEST NUMBER: WC1JUW90873531

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NET AMT	\$84,393.78
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ACRN AA	\$84,393.78
CIN: WC1JUW908735310001	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Job	\$86,919.66	\$86,919.66

OPTION Law Enforcement Services, Option Year 1  
FFP  
FOB: Destination

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NET AMT	\$86,919.66
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Job	\$89,527.00	\$89,527.00
OPTION	Law Enforcement Services, Option Year 2 FFP FOB: Destination				
NET AMT					\$89,527.00

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC/ CAGE
0001	POP 03-APR-2019 TO 31-DEC-2019	N/A	N/A FOB: Destination	
0002	POP 01-JAN-2020 TO 31-DEC-2020	N/A	N/A FOB: Destination	
0003	POP 01-JAN-2021 TO 31-DEC-2021	N/A	N/A FOB: Destination	

## ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082431 252048BKHD072738 NA 96951  
AMOUNT: \$84,393.78

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	WC1JUW908735310001	\$84,393.78

# CLAUSES INCORPORATED BY REFERENCE

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

# CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov2015).

(4) 52.233-3, Protest After Award (AUG1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

  x   (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_ (5) [Reserved]

\_\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

  x   (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_\_ (10) [Reserved]

\_\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_\_ (13) [Reserved]

- \_\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- \_\_\_\_ (ii) Alternate I (NOV 2011).
- \_\_\_\_ (iii) Alternate II (NOV 2011).
- \_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).
- \_\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.
- \_\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.
- \_\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.
- \_\_\_\_ (v) Alternate IV (Aug 2018) of 52.219-9.
- \_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_x\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_\_ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- \_x\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_x\_ (28)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- \_\_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_\_\_ (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- \_\_\_\_ (ii) Alternate I (July 2014) of 52.222-35.

- ☒ (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- \_\_\_\_ (ii) Alternate I (July 2014) of 52.222-36.
- \_\_\_\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- \_\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).
- \_\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).
- \_\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.
- \_\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_\_ (41)(i) 52.223-16, Acquisition of EPEAT [supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_\_ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
- \_\_\_\_ (44) 52.223-21, Foams (June, 2016) (E.O. 13693).
- \_\_\_\_ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).



\_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_\_ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (48) 52.225-5, Trade Agreements (AUG 2018) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

  x   (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

  x   (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).

\_\_\_\_ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

- ☒ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
- ☒ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- ☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- \_\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).
- ☒ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- \_\_\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter periods specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495), Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii)   x   (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).  
           (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xviii) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).  
(B) Alternate I (JAN 2017) of 52.224-3.
- (xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor **at any time prior to contract expiration.**

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor **at any time prior to contract expiration**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

(End of clause)

## **Performance Work Statement 2019-2021 Chena Law Enforcement Services**

### **1.0 Scope of Work**

The City of North Pole, Alaska (CNPA) will provide increased law enforcement services on lands and waters administered by the U.S. Army Corps of Engineers (USACE) at the Chena River Lakes Flood Control Project in addition to the normal level of service. USACE has proprietary jurisdiction over all Project lands and waters in accordance with Federal regulations contained within Title 36, Code of Federal Regulations, CH III, Part 327, and CNPA shall have jurisdiction to enforce all state and local laws as may exist. Concurrent patrol and enforcement service by both the USACE and the CNPA is an optimal approach to assuring a safe and healthful environment for public use of USACE project land and waters.

This contract is for a Base Period plus two (2) option years per the Governments discretion. The Period of Performance for this contract is as follows:

- |                        |  |
|------------------------|--|
| a) Base Period:        | Date of Award through 31 December 2019   |
| b) First Option Year:  | 01 January 2020 through 31 December 2020 |
| c) Second Option Year: | 01 January 2021 through 31 December 2021 |

### **2.0 Definitions**

Throughout this contract terms are defined as follows:

**Contracting Officer (KO):** The Government employee who is authorized to enter into, administer, and/or terminate contracts and make related determinations and findings.

**Contracting Officer's Representative (COR):** The Government employee who is the Project Manager, or designated employee, at Chena River Lakes Flood Control Project responsible for providing continuous technical oversight of the contractor's performance on this contract. The COR is the local point of contact for the contractor. The COR is not empowered to make any contractual commitments or to authorize any contractual change on the Government's behalf.

**Quality Assurance Evaluator (QAE):** The Government employees responsible for assisting the COR by providing technical oversight of CNPA performance.

**Contract Discrepancy Report (CDR):** A written record of unsatisfactory performance by CNPA as observed by the Quality Assurance Evaluator (QAE), Attachment D.

**U.S. Army Corps of Engineers (USACE):** Federal Government.

**City of North Pole, Alaska (CNPA):** Contractor.



### **3.0 Government Shall Furnish**

USACE shall provide any necessary keys for gate closures and openings. The CNPA shall maintain a key register to keep track of any provided USACE keys. All occurrences of lost or stolen keys shall be reported to the COR within 24 hours of loss. Government issued keys shall not be duplicated. USACE shall provide fuel for ATV and snow machine use during scheduled patrols.

### **4.0 CNPA Shall Furnish**

CNPA shall furnish all labor, transportation, and equipment necessary to perform the work required under these specifications. Equipment shall be that typical of accredited law enforcement agencies.

### **5.0 Performance Standards and Guideline Requirements**

#### **5.1 Description of Work Area**

The following USACE administered lands and waters within the Chena River Lakes Flood Control Project, which shall receive extra patrol services, include Project entrance road corridor, dam structure and outlet works, bicycle trails, Kiosk Area, Piledriver Slough access areas, Bathing Beauty Pond, Moose Creek Bluff, Moose Creek Landing Road and Day Use Area, Floodway, and Moose Creek Acres Berm. The majority of patrols and officer presence will be in areas with the most occupancy to maximize visual presence and effectiveness.

#### **5.2 Period of Service**

Regularly scheduled patrols shall begin no earlier than 01 May and shall end no later than 30 September. The patrol period will cover approximately 22 weeks of continuous service from the contractor. The base year will commence on award of the contract and end on 31 December 2019. Option years may be exercised at the discretion of the government.

#### **5.3 Level of Services**

The Alaska State Troopers currently provide basic levels of patrol service, which vary from year to year depending on circumstances, at the Project and surrounding lands as part of their existing law enforcement duties. This contract provides for scheduled patrols. All patrols are planned to enhance visitor safety at USACE projects, to promote water safety, and to ensure compliance with all applicable laws.

CNPA must provide quality control for the services performed by following the duties and responsibilities listed below:

- 1) CNPA shall provide one or more officers who will be fully qualified and authorized to issue both misdemeanor and felony citations, to make arrests, and to carry out the full range of duties expected of a full time law enforcement officer. The officer(s) shall have jurisdictional authority throughout the Project to enforce State laws. The officer(s) shall be equipped with a typical CNPA vehicle (unmarked vehicles will not be permitted for any patrols conducted under this contract), uniform, radio(s), cell phones, and related equipment suitable for uniformed patrol. The officer(s) shall be



trained and able to operate all-terrain vehicles. The officer(s) shall be on-site and perform patrols as listed in section 5.4.

- 2) Performs administrative contract tasks as necessary to insure contract requirements are fully met.
- 3) Supports and carries out USACE policies. Maintains a cooperative working relationship with the COR, USACE employees, visitors, and federal, state and local government agencies.
- 4) For all days when any work is performed, CNPA shall keep a daily patrol log (Appendix B) reporting all activities performed. It will be assumed that if the daily logs are not being submitted at least monthly, that quality control is not being implemented, and that CNPA therefore are not providing the patrols required by this contract. Submittal of daily patrol logs will be in accordance with Section 5.4(d) and 5.9.
- 5) The intent of this contract is for the officer(s) to provide maximum visibility and presence. The officer(s) shall patrol in typical marked CNPA vehicles, on foot, and/or by all-terrain vehicles.

USACE will evaluate CNPA performance for those tasks listed in this statement of work in accordance with the methods described herein. The COR will retain such records.

CNPA shall attend an annual pre-work conference prior to the commencement of services, which will be scheduled by the COR. At minimum, a law enforcement personnel from the CNPA, who will be the primary law enforcement contact for this contract, will attend.

#### **5.4 Patrols**

For all patrols, officers are asked to provide a visible presence to make visitors aware that law enforcement officers are in the vicinity. Foot patrols are the preferred method for developed recreation areas and during busy times within any USACE park. Services shall include but not be limited to:

- a) The officer(s) shall stop at the office or call the on duty USACE Ranger at the beginning of each shift to give notice they are on duty.
- b) Enforcement of park rules (Title 36, Chapter III, Part 327 CFR).
- c) The officer shall operate traffic/speed radar on the primary Project entrance/access road as necessary to measure and control traffic speed along the road to prevent accidents.
- d) Keep a detailed legible patrol log for all activities performed, note all areas patrolled, public contacts, and provide a brief description of the contact.
- e) The intent of this contract is for the officer(s) to provide maximum visibility and presence. The officer(s) shall patrol in typical marked CNPA vehicles, on foot, by all-terrain vehicles or snowmachine.

- f) Assisting park visitors with general questions (i.e. where is the beach, campground, etc.) and concerns

### **5.5 Boat Patrol**

The COR may request boat patrol(s), during scheduled hours, to be conducted with a USACE representative on the USACE patrol boat. This request will be coordinated through the COR and CNPA POC. Boat patrols will consist of one (1) uniformed officer aboard.

### **5.6 Unanticipated Events**

Not applicable

### **5.7 Schedule Guidelines and Requirements**

The following are guidelines to help assist when scheduling for patrols.

- 1) Officers shall supply the Chena Project Manager/COR with their weekly work schedule in advance of the work week.
- 2) Patrols are based on paying for one (1) officer.
- 3) Law enforcement patrols will shall occur on average 40 hours per week, generally Friday thru Tuesday for 8 hours per day. The total number of hours worked under this contract in a calendar year shall not exceed **850** hours regular time; **40** hours overtime; and **24** hours holiday time.
- 4) Service on Wednesday and Thursday will generally not be required except for federal holidays falling on these days, for which holiday wages will be paid.
- 5) If USACE requested work for an individual officer exceeds 40 hours in a week then overtime wages will be paid.
- 6) Patrols shall coincide with the hours of greatest use by the Project visitors for approximately 8 hours per day, between the hours of 1000 to 2400 hrs. each scheduled day. CNPA is encouraged to rotate starting/work hours so as not to establish a predictable patrol pattern.
- 7) Any time spent off-project in excess of 30 minutes per incident will be added up each month, rounded to the nearest 1 hour, and deducted from the total hours worked for the month as based on the monthly law enforcement logs. If authorized by the COR, time logged off the project may be offset to another day within the invoice period. If the time is offset the payment of overtime by the USACE is not permitted when on duty for offset time.

## 5.8 Reports and Communications

- a) Reportable Incidents: USACE will provide a list of personnel to CNPA for the reporting of serious incidents. Incidents involving a public fatality shall be reported via telephone within two (2) hours to the designated USACE officials as outlined in Appendix C. Other serious incidents such as serious injury or credible physical security threat involving the dam shall be reported via telephone within two (2) hours.
- b) Communications via radio or cell phone with a USACE Park Ranger is strongly recommended while on duty.

## 5.9 Daily Patrol Log

CNPA shall record law enforcement service activities performed under this contract on a patrol log in Appendix B. Submit patrol logs to [Stewart.J.Gilmore@usace.army.mil](mailto:Stewart.J.Gilmore@usace.army.mil) by the fifth (5<sup>th</sup>) day of the following month. The officer(s) shall maintain a daily activity log recording all incidents, accidents, visitor assists and public contacts, including warnings (written & verbal) or citations issued. It is particularly important that any work (to include emergency responses and assists to AST) performed within the **Chena Lakes Recreation Area** (Lake and River Parks), that is leased to and operated by the FNSB, be noted separately for statistical purposes. A summary of the activity log shall be submitted to the Corps at the end of each month. Detailed written reports of major incidents such as traffic accidents, fatalities, theft, property damage, assaults and other such incidents shall be submitted to the Corps no later than the following scheduled workday. Time spent during project duty hours off-project responding to emergency calls, involvement in parades, special events, and trainings outside the scope of this contract will be recorded on the monthly log. Documentation will include incident/event, location, and total time spent off-project. Monthly reports supplied to the Chena River lakes Flood Control Project from CNPA need to be submitted by the fifth (5<sup>th</sup>) day of the following month.

## 5.10 Payments

CNPA shall furnish monthly invoices to the USACE evidencing completed performance of work done under this contract, and as the basis upon which payments may be made to CNPA. Invoices shall be emailed to:

- a. [Stewart.J.Gilmore@usace.army.mil](mailto:Stewart.J.Gilmore@usace.army.mil)
- b. [Levi.M.Lewellyn@usace.army.mil](mailto:Levi.M.Lewellyn@usace.army.mil)
- c. [Reyna.L.Volsky@usace.army.mil](mailto:Reyna.L.Volsky@usace.army.mil)

The invoice shall include a summary sheet recapping the number of hours worked each day as logged on the daily patrol logs. CNPA will be paid only for those hours approved by the COR as being provided within the scope of this contract. The invoice shall be submitted by the tenth (10<sup>th</sup>) day of the following month.

## 6.0 Performance Requirement Summary

6.1 It is intended to ensure that the Government receives the services for which it contracted. The Government will only pay for services received. The Performance Requirements Summary (PRS)

determines if CNPA meets the performance standards of the contract, as well as provides guidelines for how and when surveillance will be performed. It ensures timeliness, effectiveness, and that CNPA is delivering the results specified in the contract. Government contract quality assurance will be performed at such times and/or places as may be necessary to determine the services conform to contract requirements.

### 6.1.1 Performance Requirements Summary

These are the criteria against which the performance will be evaluated. Work shall be considered not to have been performed when any one of the following conditions exists in accordance to the Quality Assurance Surveillance Plan.

PERFORMANCE REQUIREMENTS SUMMARY			
Performance Objective	Performance Standard	Allowed Number of Discrepancies	Surveillance
Patrols Section 5.4	An average of 40 hours of regularly scheduled patrols are completed each week from 1 May to 30 Sep	1 per month	Random inspections.
Daily Patrol Log Section 5.9	Patrol logs are completed daily and submitted to COR by the 5 <sup>th</sup> of the following month.	1 per month	Random inspections.

### 6.2 Surveillance

Random inspections by the COR, in addition to complaints from project personnel, will serve as the surveillance method. If the COR discovers deficiencies and/or receives complaints, the COR will pass them on to CNPA's Quality Control Manager for correction.

#### 6.2.1 Quality Control

CNPA, not USACE, is responsible for quality control actions necessary to meet the quality standards set forth by the contract. CNPA shall develop and submit his Quality Control Plan (QCP) for government approval after award in compliance with the performance work statement prior to work commencing. Once accepted, the QCP shall be used by CNPA to ensure that they deliver quality service. The Government Quality Assurance Surveillance Plan (QASP) documents the surveillance methods that will be used to measure its performance against the standards in the contract and provides means by which the Government monitors and documents performance. Quality Assurance (QA) is the Government process that ensures CNPA delivers quality service. The surveillance methods identified above and in the QASP together with CNPA's QCP will help determine whether CNPA delivers the performance agreed to in the contract. The Government reserves the right under the Contract Terms and Conditions—Commercial Items (FAR 52.212-4) to inspect and test the services called for by the contract, to the extent practicable at all times and places during the term of the contract. Non-conforming services shall be rejected.



### **6.2.2 Unacceptable Performance**

When performance is determined unacceptable, as defined in the Performance Requirements Summary, the Government Quality Assurance Evaluator (QAE) will inform CNPA's on-site representative that performance is unacceptable and provide written documentation by use of the form DD 5479, Contract Discrepancy Report, reference Appendix D. By initialing and dating the form, CNPA is only acknowledging notification of unacceptable performance. Disputes in surveillance should be referred to the Contracting Officer (KO).

### **6.2.3 Unacceptable Performance Notification**

The QAE will notify the COR and the KO of less than acceptable performance. If any of the services do not conform to contract requirements, the Government may require CNPA to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defect(s) in services cannot be corrected by re-performance, the Government may require CNPA to take necessary action to ensure future performance conforms to contract requirements.

### **6.2.4 Correction of Non-Performance of Work**

CNPA shall employ an adequate quantity of personnel to insure that any area found to be not in compliance and therefore not acceptable, shall be made acceptable by the performance or re-performance of the work, where such re-performance is possible, during the first business day after noncompliance has been observed by or reported to and verified by the COR.

### **6.3 Damages Caused by CNPA**

CNPA shall be held accountable and liable to the Government for any damages to government facilities, fixtures, furnishings, equipment, or grounds caused by CNPAs or their employees.

## **7.0 Safety**

### **7.1 General Safety**

CNPA shall comply with the safety standards contained in Corps of Engineers Manual, EM 385-1-1, "Safety and Health Requirements Manual", current at the time of award, as well as all the safety program of the enforcement agency (i.e. CNPA). Per Par. 01.A.17 of EM 385-1-1, the SSHO is only required to have the minimum listed requirements.

### **7.2 Safety Manual Requirements**

CNPA and employees shall comply with all pertinent sections of the Corps of Engineer's Safety and Health Requirements Manual, EM 385-1-1, current at the time of award, and any subsequent revisions.

### **7.3 Personal Protective Apparel and Equipment**

Protective apparel and equipment, as identified in the Activity Hazard Analysis (AHA), shall be provided to eliminate or minimize hazards to personnel. As a minimum, each employee shall wear a sleeved shirt, long trousers and safety-toe shoes or boots during all contract work. Hard hats, face shields, safety glasses with side-shields, or goggles, and hearing protection shall be worn by employees when required by safety manual. Fire extinguisher(s) and first aid kit(s) meeting the Safety Manual standards shall also be provided and easily accessible to all employees.

### **7.4 Accident Reporting**

CNPA shall maintain accurate accident records and report accidents as prescribed by the COR. Accidents shall be reported within 24 hours of occurrence, and all serious accidents (those resulting in death or injury requiring medical attention or lost time) shall be reported immediately.

### **7.5 Damage Reports**

In all instances where Government property, equipment, natural features, landscape, or trees are damaged by contract employees, an immediate notification shall be made to the COR. A full report of the incident and extent of such damage shall be submitted to the COR within two working days of occurrence, excluding weekends and holidays.

### **7.6 Contract Employees**

All contract employees shall conduct themselves in a proper and courteous manner at all times. Contract employees shall comply with all provisions of Title 36, Chapter III, Part 327, CFR and obey all posted signs and regulations in the performance of the work under this contract. Being under the influence of or consuming alcoholic beverages or controlled substances by CNPA or employees while on duty is prohibited.

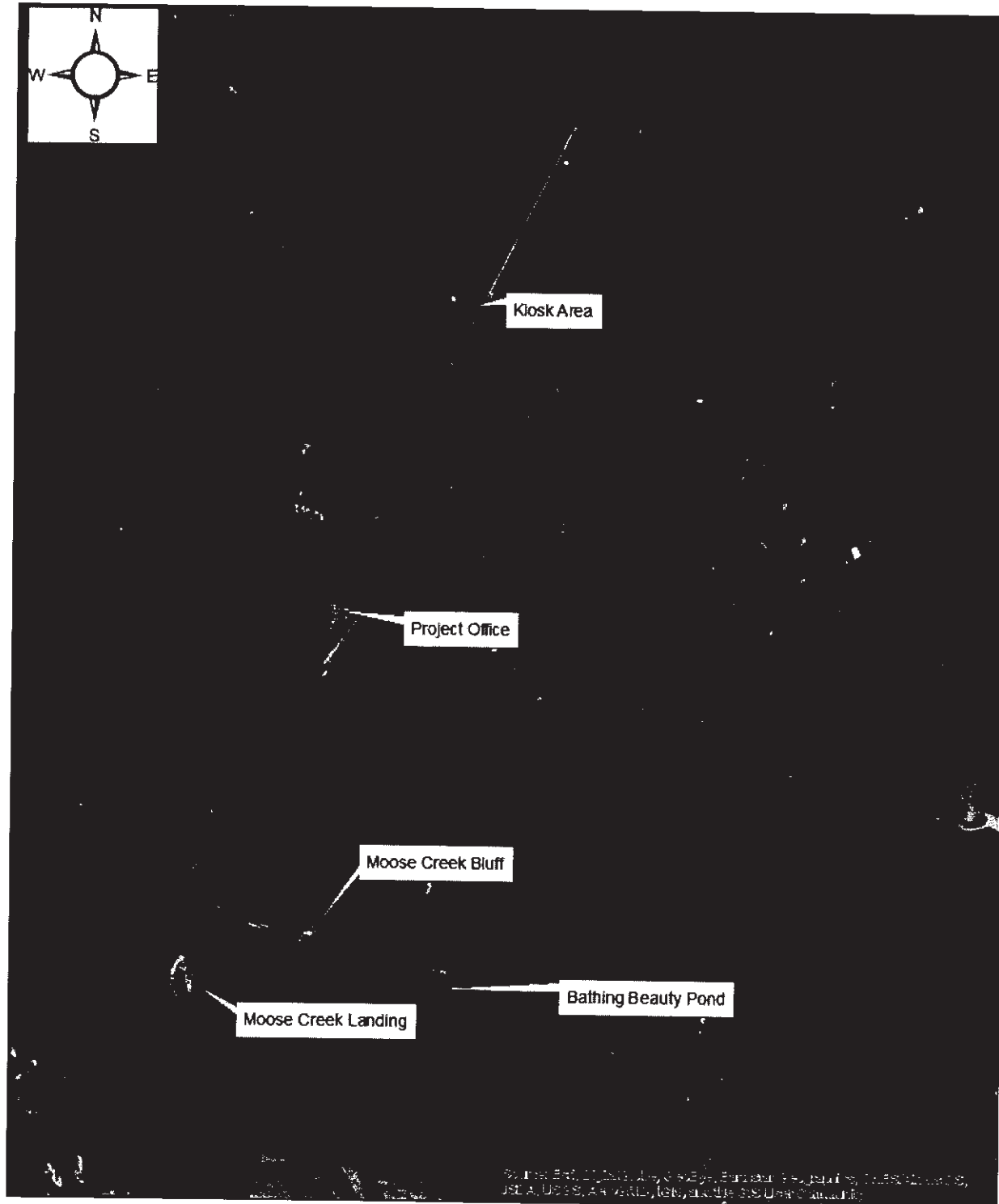
### **8.0 Special Requirements:**

CNPA and all associated sub-contractors employees shall comply with local security policies and procedures provided by government representative.

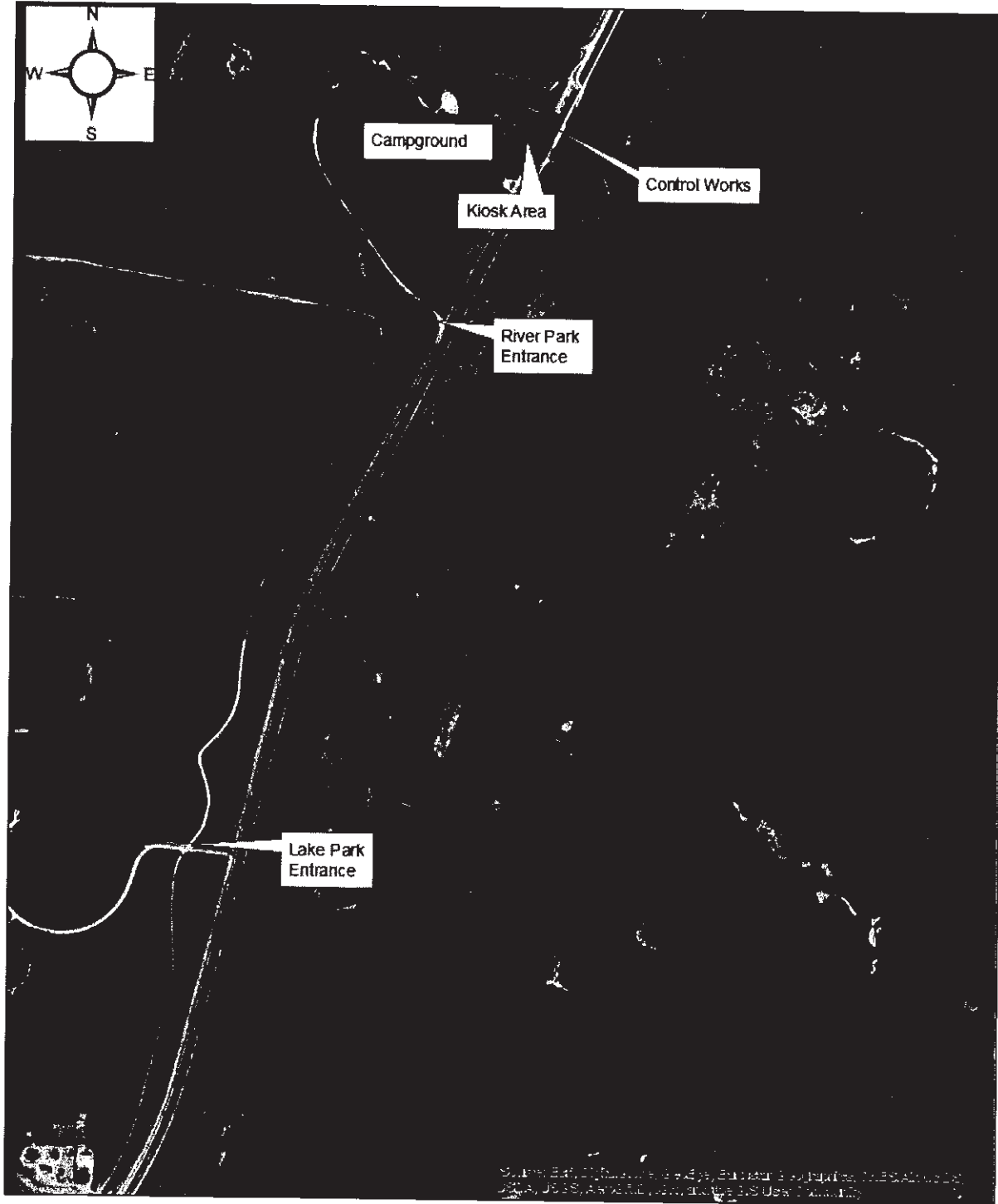


**APPENDIX A**  
Maps

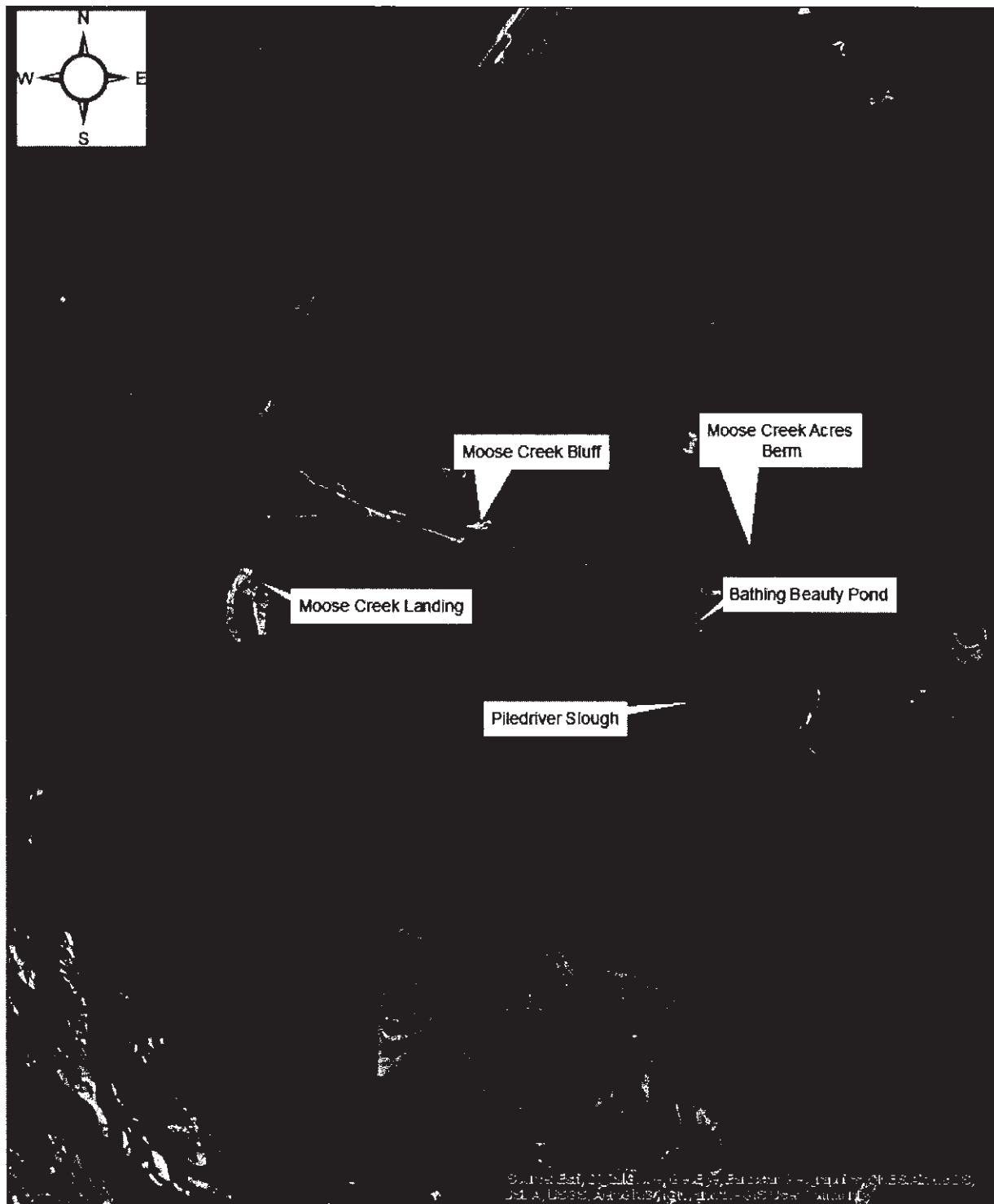
## CHENA RIVER LAKES FLOOD CONTROL PROJECT



Kiosk Area, Control Works, River Park and Lake Park



## Moose Creek Landing, Moose Creek Bluff and Bathing Beauty Pond



**APPENDIX B**

DAILY LAW ENFORCEMENT LOG

OFFICERS NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

Shift Hours Worked ON GOVERNMENT PROPERTY: \_\_\_\_\_ - \_\_\_\_\_ P.M.

TOTAL NUMBER OF HOURS WORKED: \_\_\_\_\_

TOTAL NUMBER OF CONTACTS: \_\_\_\_\_

TOTAL NUMBER OF CITATIONS: \_\_\_\_\_

TOTAL NUMBER OF ARRESTS: \_\_\_\_\_

1. CONTACTS:

<u>Number</u>	<u>Type</u>	<u>Disposition</u>
---------------	-------------	--------------------

2. CITATIONS:

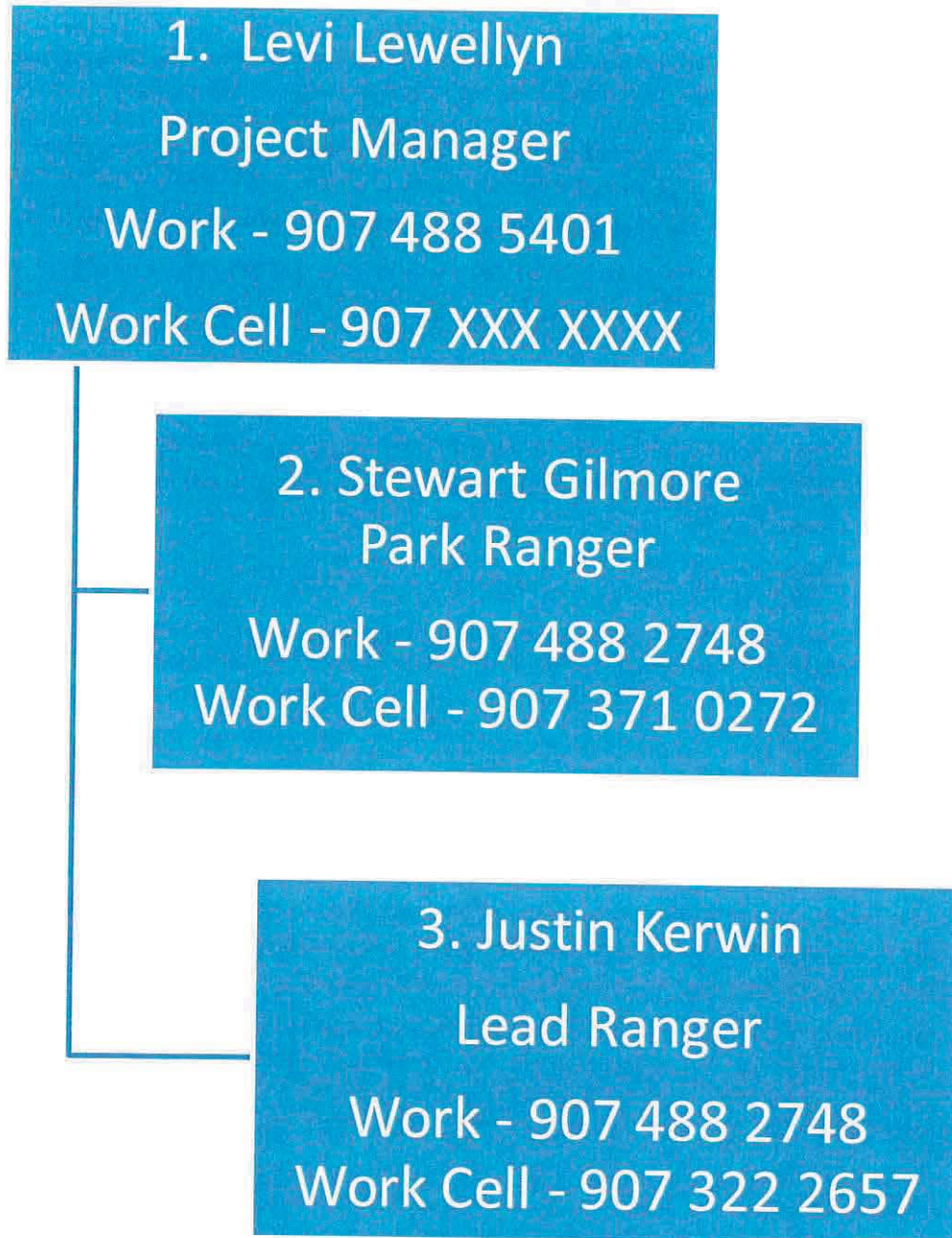
<u>Number</u>	<u>Type</u>	<u>Disposition</u>
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3. ARRESTS:

<u>Number</u>	<u>Type</u>	<u>disposition</u>
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\_\_\_\_\_  
OFFICER SIGNATURE

APPENDIX C  
Incident Reporting Structure





## APPENDIX D Contractor Discrepancy Report

<b>CONTRACT DISCREPANCY REPORT</b> For use of this form, see DA PAM 5-2D; the proponent agency is ACSIM.		1. CONTRACT NUMBER <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
2. TO: (Contractor and Manager Name) <div style="border: 1px solid black; height: 40px; width: 100%;"></div>		3. FROM: (Name of QAE) <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
<b>DATES</b>			
PREPARED <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	ORAL NOTIFICATION <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	RETURNED BY CONTRACTOR <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	ACTION COMPLETE <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
4. DISCREPANCY OR PROBLEM (Describe in Detail: Include reference to PWS / Directive: Attach continuation sheet if necessary.) <div style="border: 1px solid black; height: 80px; width: 100%;"></div>			
5. SIGNATURE OF CONTRACTING OFFICER <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
6. TO: (Contracting Officer) <div style="border: 1px solid black; height: 40px; width: 100%;"></div>		7. FROM: (Contractor) <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.) <div style="border: 1px solid black; height: 80px; width: 100%;"></div>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			10. DATE <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
11. GOVERNMENT EVALUATION (Acceptance, partial acceptance, rejection: attach continuation sheet if necessary) <div style="border: 1px solid black; height: 80px; width: 100%;"></div>			
12. GOVERNMENT ACTIONS (Payment deduction, cure notice, show cause, other.) <div style="border: 1px solid black; height: 80px; width: 100%;"></div>			
<b>CLOSE OUT</b>			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
QAE	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
CONTRACTING OFFICER	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

DA FORM 5479, MAR 2008

PREVIOUS EDITIONS ARE OBSOLETE.

APD LC v1.01ES

## **Quality Assurance Surveillance Plan (QASP) 2019-2021 Chena Law Enforcement Services**

### **1. Purpose**

This Quality Assurance Surveillance Plan is a government-developed document used to determine if the contractor's performance meets the performance standards contained in the contract. The QASP establishes procedures on how this assessment/inspection process will be conducted. It provides the detailed process for contract oversight:

- What will be monitored
- How monitoring will take place
- Who will conduct the monitoring
- How monitoring efforts and results will be documented

The contractor is responsible for implementing and delivering performance that meets contract standards using its Quality Control Plan. The QASP provides the structure for the government's surveillance of the contractor's performance to assure that it meets contract standards. It is the government's responsibility to be objective, fair and consistent in evaluating contractor performance.

The QASP is not part of the contract nor is it intended to duplicate the contractor's quality control plan. This QASP is a living document. Flexibility in the QASP is required to allow for an increase or decrease in the level of surveillance necessary based on contractor performance.

The government may provide a copy of the QASP to the contractor to facilitate open communication. In addition, the QASP should recognize that unforeseen or uncontrollable circumstances might occur that are outside the control of the contractor.

Bottom line, the QASP should ensure early identification and resolution of performance issues to minimize impact on mission performance.

### **2. Authority**

Authority for issuance of this QASP is provided under Part 46 of the Federal Acquisition Regulation, Inspection of Services clauses, which provides for inspection, acceptance and documentation of the service called for in the contract or order. This acceptance is to be executed by the contracting officer or a duly authorized representative.

### **3. Roles and Responsibilities**

The following personnel shall oversee and coordinate surveillance activities.

**Contracting Officer (KO)** – The KO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The KO shall also ensure that the contractor receives impartial, fair, and equitable treatment under this contract. Determine the final assessment of the contractor's performance.

Assigned KO: Christine Dale  
Organization or Agency: CEPOA-CT  
Telephone: 907-753-5618  
Email: Christine.A.Dale@usace.army.mil

**Contracting Officer's Representative (COR)** The COR is responsible for providing continuous technical oversight of the contractor's performance. The COR uses the QASP to conduct the oversight/surveillance process. The COR shall keep a Quality Assurance file that accurately documents the contractor's actual performance. The purpose is to ensure that the contractor meets the performance standards contained in the contract. The COR is responsible for reporting early identification of performance problems to the KO. The COR is required to provide an annual performance assessment to the KO which will be used in documenting past performance. The QASP is the primary tool for documenting contractor performance. The COR is not empowered to make any contractual commitments or to authorize any contractual change on the Government's behalf.

**Quality Assurance Evaluator (QAE):** An individual designated by the requiring activity, typically the Chena Project Manager, to assist the COR and provide technical oversight of the Contractor's performance. The QAE's primary duty is to monitor the Contractor's performance by physically checking to see that tasks are completed, reports are submitted, and desired outcomes are achieved. When a surveillance observation results in an unacceptable evaluation, the QAE will report the unacceptable performance to the COR. The QAE is not authorized to direct work, offer advice on how the work should be performed, change the contract, or in any way obligate payment of funds by the Government.

#### **4. Performance Requirements and Method of Surveillance**

##### **4.1. Contract Surveillance**

The goal of the QASP is to ensure that contractor performance is effectively monitored and documented. The COR's contribution is their professional, non-adversarial relationships with the KO, PM, QAE and the contractor, which enables positive, open and timely communications. The foundation of this relationship is built upon objective, fair, and consistent COR evaluations of contractor performance against contract requirements. The COR uses the methods contained in this QASP to ensure the contractor is in compliance with contract requirements. The COR function is responsible for a wide range of surveillance requirements that effectively measure and evaluate the contractor's performance. Additionally, this QASP is based on the premise



that the contractor, not the government, is responsible for management and QC/QA actions to successfully meet the terms of the contract.

#### 4.2. Surveillance Matrix

The below surveillance matrix is the list of performance objectives and standards that must be performed by the contractor. This matrix details the method of surveillance the COR will use to validate and inspect these performance elements. Inspection of each element will be documented in the COR file.

Performance objectives define the desired outcomes. Performance Standards define the level of service required under the contract to successfully meet the performance objective. The inspection methodology defines how, when, and what will be assessed in measuring performance. The Government performs surveillance, using this QASP, to determine the quality of the contractor's performance as it relates to the performance element standards. The Performance Requirement Summary (PRS) should be used to form the foundation of the COR's inspection checklist.

Random inspections by the QAE, in addition to complaints from project personnel, will serve as the surveillance method. If the QAE discovers deficiencies, the QAE will pass them on to the Contractors Quality Control Manager for correction. These are the criteria against which the performance will be evaluated.

Performance Objective	Performance Standard	Allowable Number of Discrepancies/ Corrections	Surveillance Method
Patrols	An average of 40 hours of regularly scheduled patrols are completed each week from 1 May to 30 Sep	1 discrepancy per month	Random inspection / project personnel complaint
Daily Patrol Log	Patrol logs are completed daily and submitted to the COR by the 5 <sup>th</sup> of the following month	1 discrepancy per month	Random inspection / project personnel complaint

**4.3. QAE Performance Assessment Report (attached)**

**4.4. Contractor Discrepancy Report (CDR) (attached)**

## QAE PERFORMANCE ASSESSMENT REPORT

1. CONTRACT NUMBER

2. CONTRACTOR

3. TYPE OF SERVICES

4. QUALITY ASSURANCE EVALUATOR NAME

5. DATE

6. ASSESSMENT PERIOD

### I. PERFORMANCE

7. SERVICES SUMMARY FOR THIS ASSESSMENT

8. ☐ NO DEFICIENCY NOTED (CHECK ALL BOXES THAT APPLY)

☐ DEFICIENCY

☐ NEW

☐ REPEAT

9. BRIEF DESCRIPTION OF DEFICIENCY (IF DEFICIENCY BOX WAS CHECKED)

10. CORRECTIVE ACTION TAKEN IF DEFICIENCY NOTED

11. CONTRACTOR PERFORMANCE SUMMARY



<b>CONTRACT DISCREPANCY REPORT</b> For use of this form, see DA PAM 5-20; the proponent agency is ACSIM.			1. CONTRACT NUMBER
2. TO: (Contractor and Manager Name)		3. FROM: (Name of QAE)	
<b>DATES</b>			
PREPARED	ORAL NOTIFICATION	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail: Include reference in PWS / Directive; Attach continuation sheet if necessary.)			
5. SIGNATURE OF CONTRACTING OFFICER			
6. TO: (Contracting Officer)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION (Acceptance, partial acceptance, rejection: attach continuation sheet if necessary)			
12. GOVERNMENT ACTIONS (Payment deduction, cure notice, show cause, other.)			
<b>CLOSE OUT</b>			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
QAE			
CONTRACTING OFFICER			

WD 15-5687 (Rev.-7) was first posted on www.wdol.gov on 01/01/2019

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-5687
Director	Wage Determinations	Revision No.: 7
		Date Of Revision: 12/26/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Alaska

Area: Alaska Boroughs of Aleutian Island, Bethel, Bristol Bay, Dillingham, Kenai Peninsula, Kodiak Island, Nome, North Slope, Southeast Fairb, Valdez-Cordova, Wade Hampton, Yukon-Koyukuk

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.78
01012 - Accounting Clerk II		18.84
01013 - Accounting Clerk III		21.08
01020 - Administrative Assistant		31.06
01035 - Court Reporter		19.23
01041 - Customer Service Representative I		16.59
01042 - Customer Service Representative II		18.63
01043 - Customer Service Representative III		20.33
01051 - Data Entry Operator I		16.72
01052 - Data Entry Operator II		18.23
01060 - Dispatcher, Motor Vehicle		23.44
01070 - Document Preparation Clerk		15.39
01090 - Duplicating Machine Operator		15.31
01111 - General Clerk I		18.76
01112 - General Clerk II		20.47
01113 - General Clerk III		22.97
01120 - Housing Referral Assistant		21.43
01141 - Messenger Courier		15.77
01191 - Order Clerk I		15.45
01192 - Order Clerk II		16.86
01261 - Personnel Assistant (Employment) I		19.07
01262 - Personnel Assistant (Employment) II		21.33
01263 - Personnel Assistant (Employment) III		23.79
01270 - Production Control Clerk		25.15
01290 - Rental Clerk		16.94
01300 - Scheduler, Maintenance		17.18
01311 - Secretary I		17.18

01312 - Secretary II	19.23
01313 - Secretary III	21.43
01320 - Service Order Dispatcher	20.95
01410 - Supply Technician	31.06
01420 - Survey Worker	19.23
01460 - Switchboard Operator/Receptionist	15.43
01531 - Travel Clerk I	15.48
01532 - Travel Clerk II	17.10
01533 - Travel Clerk III	18.90
01611 - Word Processor I	16.18
01612 - Word Processor II	18.16
01613 - Word Processor III	20.31
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.80
05010 - Automotive Electrician	27.13
05040 - Automotive Glass Installer	25.48
05070 - Automotive Worker	25.48
05110 - Mobile Equipment Servicer	22.14
05130 - Motor Equipment Metal Mechanic	28.80
05160 - Motor Equipment Metal Worker	25.48
05190 - Motor Vehicle Mechanic	28.80
05220 - Motor Vehicle Mechanic Helper	20.48
05250 - Motor Vehicle Upholstery Worker	23.80
05280 - Motor Vehicle Wrecker	25.48
05310 - Painter, Automotive	27.13
05340 - Radiator Repair Specialist	25.48
05370 - Tire Repairer	17.78
05400 - Transmission Repair Specialist	28.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.84
07041 - Cook I	18.69
07042 - Cook II	21.51
07070 - Dishwasher	10.99
07130 - Food Service Worker	14.36
07210 - Meat Cutter	20.76
07260 - Waiter/Waitress	11.91
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	31.44
09040 - Furniture Handler	20.17
09080 - Furniture Refinisher	31.44
09090 - Furniture Refinisher Helper	23.73
09110 - Furniture Repairer, Minor	27.58
09130 - Upholsterer	31.44
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.55
11060 - Elevator Operator	15.55
11090 - Gardener	18.86
11122 - Housekeeping Aide	17.13
11150 - Janitor	17.13
11210 - Laborer, Grounds Maintenance	14.62
11240 - Maid or Houseman	12.91
11260 - Pruner	13.21
11270 - Tractor Operator	17.45
11330 - Trail Maintenance Worker	14.62
11360 - Window Cleaner	18.97
12000 - Health Occupations	
12010 - Ambulance Driver	27.14
12011 - Breath Alcohol Technician	26.42
12012 - Certified Occupational Therapist Assistant	29.95
12015 - Certified Physical Therapist Assistant	29.15
12020 - Dental Assistant	23.45

12025 - Dental Hygienist	53.63
12030 - EKG Technician	39.80
12035 - Electroneurodiagnostic Technologist	39.80
12040 - Emergency Medical Technician	27.14
12071 - Licensed Practical Nurse I	23.61
12072 - Licensed Practical Nurse II	26.42
12073 - Licensed Practical Nurse III	29.44
12100 - Medical Assistant	20.77
12130 - Medical Laboratory Technician	23.96
12160 - Medical Record Clerk	16.04
12190 - Medical Record Technician	32.95
12195 - Medical Transcriptionist	23.61
12210 - Nuclear Medicine Technologist	58.03
12221 - Nursing Assistant I	13.27
12222 - Nursing Assistant II	14.92
12223 - Nursing Assistant III	16.28
12224 - Nursing Assistant IV	18.27
12235 - Optical Dispenser	26.42
12236 - Optical Technician	23.61
12250 - Pharmacy Technician	18.54
12280 - Phlebotomist	20.10
12305 - Radiologic Technologist	36.12
12311 - Registered Nurse I	28.98
12312 - Registered Nurse II	35.45
12313 - Registered Nurse II, Specialist	35.45
12314 - Registered Nurse III	42.88
12315 - Registered Nurse III, Anesthetist	42.88
12316 - Registered Nurse IV	51.40
12317 - Scheduler (Drug and Alcohol Testing)	33.60
12320 - Substance Abuse Treatment Counselor	28.29
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.09
13012 - Exhibits Specialist II	25.29
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	21.09
13042 - Illustrator II	25.29
13043 - Illustrator III	30.90
13047 - Librarian	26.42
13050 - Library Aide/Clerk	17.81
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	19.63
13061 - Media Specialist I	17.22
13062 - Media Specialist II	19.26
13063 - Media Specialist III	21.47
13071 - Photographer I	19.50
13072 - Photographer II	23.82
13073 - Photographer III	27.01
13074 - Photographer IV	33.05
13075 - Photographer V	35.31
13090 - Technical Order Library Clerk	20.52
13110 - Video Teleconference Technician	18.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.09
14042 - Computer Operator II	19.12
14043 - Computer Operator III	24.42
14044 - Computer Operator IV	25.98
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.34
14160 - Personal Computer Support Technician		27.62
14170 - System Support Specialist		27.75
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.09
15020 - Aircrew Training Devices Instructor (Rated)		41.24
15030 - Air Crew Training Devices Instructor (Pilot)		49.42
15050 - Computer Based Training Specialist / Instructor		34.09
15060 - Educational Technologist		27.79
15070 - Flight Instructor (Pilot)		49.42
15080 - Graphic Artist		33.62
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		43.63
15086 - Maintenance Test Pilot, Rotary Wing		43.63
15088 - Non-Maintenance Test/Co-Pilot		43.63
15090 - Technical Instructor		28.51
15095 - Technical Instructor/Course Developer		34.88
15110 - Test Proctor		23.13
15120 - Tutor		23.13
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.31
16030 - Counter Attendant		12.31
16040 - Dry Cleaner		15.68
16070 - Finisher, Flatwork, Machine		12.31
16090 - Presser, Hand		12.31
16110 - Presser, Machine, Drycleaning		12.31
16130 - Presser, Machine, Shirts		12.31
16160 - Presser, Machine, Wearing Apparel, Laundry		12.31
16190 - Sewing Machine Operator		16.78
16220 - Tailor		17.94
16250 - Washer, Machine		13.44
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		31.72
19040 - Tool And Die Maker		39.52
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		26.04
21030 - Material Coordinator		25.15
21040 - Material Expediter		25.15
21050 - Material Handling Laborer		18.28
21071 - Order Filler		15.49
21080 - Production Line Worker (Food Processing)		26.04
21110 - Shipping Packer		19.58
21130 - Shipping/Receiving Clerk		19.58
21140 - Store Worker I		15.73
21150 - Stock Clerk		21.44
21210 - Tools And Parts Attendant		26.04
21410 - Warehouse Specialist		26.04
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		33.04
23019 - Aircraft Logs and Records Technician		25.82
23021 - Aircraft Mechanic I		31.25
23022 - Aircraft Mechanic II		33.04
23023 - Aircraft Mechanic III		34.86
23040 - Aircraft Mechanic Helper		22.22
23050 - Aircraft, Painter		29.44
23060 - Aircraft Servicer		25.82
23070 - Aircraft Survival Flight Equipment Technician		29.44
23080 - Aircraft Worker		27.64

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.64
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.25
23110 - Appliance Mechanic	31.44
23120 - Bicycle Repairer	25.66
23125 - Cable Splicer	42.94
23130 - Carpenter, Maintenance	33.02
23140 - Carpet Layer	29.79
23160 - Electrician, Maintenance	40.24
23181 - Electronics Technician Maintenance I	29.96
23182 - Electronics Technician Maintenance II	33.62
23183 - Electronics Technician Maintenance III	35.69
23260 - Fabric Worker	27.83
23290 - Fire Alarm System Mechanic	33.38
23310 - Fire Extinguisher Repairer	25.89
23311 - Fuel Distribution System Mechanic	33.38
23312 - Fuel Distribution System Operator	26.03
23370 - General Maintenance Worker	25.83
23380 - Ground Support Equipment Mechanic	31.25
23381 - Ground Support Equipment Servicer	25.82
23382 - Ground Support Equipment Worker	27.64
23391 - Gunsmith I	25.89
23392 - Gunsmith II	29.79
23393 - Gunsmith III	33.68
23410 - Heating, Ventilation And Air-Conditioning Mechanic	35.04
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	37.45
23430 - Heavy Equipment Mechanic	32.21
23440 - Heavy Equipment Operator	31.37
23460 - Instrument Mechanic	33.50
23465 - Laboratory/Shelter Mechanic	31.72
23470 - Laborer	18.28
23510 - Locksmith	31.44
23530 - Machinery Maintenance Mechanic	30.18
23550 - Machinist, Maintenance	33.68
23580 - Maintenance Trades Helper	21.36
23591 - Metrology Technician I	33.50
23592 - Metrology Technician II	35.42
23593 - Metrology Technician III	37.37
23640 - Millwright	33.68
23710 - Office Appliance Repairer	30.93
23760 - Painter, Maintenance	28.37
23790 - Pipefitter, Maintenance	36.82
23810 - Plumber, Maintenance	34.69
23820 - Pneudraulic Systems Mechanic	33.68
23850 - Rigger	33.68
23870 - Scale Mechanic	29.79
23890 - Sheet-Metal Worker, Maintenance	33.38
23910 - Small Engine Mechanic	29.79
23931 - Telecommunications Mechanic I	34.25
23932 - Telecommunications Mechanic II	37.04
23950 - Telephone Lineman	34.62
23960 - Welder, Combination, Maintenance	31.37
23965 - Well Driller	27.83
23970 - Woodcraft Worker	33.68
23980 - Woodworker	25.89
24000 - Personal Needs Occupations	
24550 - Case Manager	19.61
24570 - Child Care Attendant	13.06



24580 - Child Care Center Clerk	16.29
24610 - Chore Aide	16.64
24620 - Family Readiness And Support Services Coordinator	19.61
24630 - Homemaker	19.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	38.95
25040 - Sewage Plant Operator	29.00
25070 - Stationary Engineer	38.95
25190 - Ventilation Equipment Tender	28.83
25210 - Water Treatment Plant Operator	29.00
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.49
27007 - Baggage Inspector	19.75
27008 - Corrections Officer	32.61
27010 - Court Security Officer	29.13
27030 - Detection Dog Handler	22.10
27040 - Detention Officer	32.61
27070 - Firefighter	25.64
27101 - Guard I	19.75
27102 - Guard II	22.10
27131 - Police Officer I	35.04
27132 - Police Officer II	38.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.66
28042 - Carnival Equipment Repairer	18.72
28043 - Carnival Worker	14.51
28210 - Gate Attendant/Gate Tender	19.92
28310 - Lifeguard	16.06
28350 - Park Attendant (Aide)	22.94
28510 - Recreation Aide/Health Facility Attendant	16.25
28515 - Recreation Specialist	31.70
28630 - Sports Official	18.26
28690 - Swimming Pool Operator	26.50
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.79
29020 - Hatch Tender	29.79
29030 - Line Handler	29.79
29041 - Stevedore I	27.99
29042 - Stevedore II	31.91
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.19
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.14
30021 - Archeological Technician I	23.41
30022 - Archeological Technician II	27.28
30023 - Archeological Technician III	29.46
30030 - Cartographic Technician	31.78
30040 - Civil Engineering Technician	29.63
30051 - Cryogenic Technician I	23.25
30052 - Cryogenic Technician II	25.68
30061 - Drafter/CAD Operator I	23.41
30062 - Drafter/CAD Operator II	27.28
30063 - Drafter/CAD Operator III	29.19
30064 - Drafter/CAD Operator IV	34.79
30081 - Engineering Technician I	22.72
30082 - Engineering Technician II	26.56
30083 - Engineering Technician III	29.74
30084 - Engineering Technician IV	33.02
30085 - Engineering Technician V	38.08
30086 - Engineering Technician VI	45.77

30090 - Environmental Technician	22.13
30095 - Evidence Control Specialist	21.00
30210 - Laboratory Technician	31.24
30221 - Latent Fingerprint Technician I	23.25
30222 - Latent Fingerprint Technician II	25.68
30240 - Mathematical Technician	32.95
30361 - Paralegal/Legal Assistant I	21.93
30362 - Paralegal/Legal Assistant II	27.15
30363 - Paralegal/Legal Assistant III	33.22
30364 - Paralegal/Legal Assistant IV	40.20
30375 - Petroleum Supply Specialist	25.68
30390 - Photo-Optics Technician	32.95
30395 - Radiation Control Technician	25.68
30461 - Technical Writer I	20.22
30462 - Technical Writer II	24.72
30463 - Technical Writer III	33.98
30491 - Unexploded Ordnance (UXO) Technician I	26.90
30492 - Unexploded Ordnance (UXO) Technician II	32.55
30493 - Unexploded Ordnance (UXO) Technician III	39.01
30494 - Unexploded (UXO) Safety Escort	26.90
30495 - Unexploded (UXO) Sweep Personnel	26.90
30501 - Weather Forecaster I	34.79
30502 - Weather Forecaster II	42.32
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 29.19
30621 - Weather Observer, Senior	(see 2) 32.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.55
31020 - Bus Aide	13.98
31030 - Bus Driver	21.04
31043 - Driver Courier	21.39
31260 - Parking and Lot Attendant	16.30
31290 - Shuttle Bus Driver	23.12
31310 - Taxi Driver	17.85
31361 - Truckdriver, Light	23.12
31362 - Truckdriver, Medium	24.85
31363 - Truckdriver, Heavy	26.79
31364 - Truckdriver, Tractor-Trailer	26.79
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.87
99030 - Cashier	12.49
99050 - Desk Clerk	14.09
99095 - Embalmer	26.90
99130 - Flight Follower	26.90
99251 - Laboratory Animal Caretaker I	16.42
99252 - Laboratory Animal Caretaker II	25.20
99260 - Marketing Analyst	25.68
99310 - Mortician	26.90
99410 - Pest Controller	27.09
99510 - Photofinishing Worker	14.14
99710 - Recycling Laborer	25.38
99711 - Recycling Specialist	30.29
99730 - Refuse Collector	22.92
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.64
99830 - Survey Party Chief	26.44
99831 - Surveying Aide	17.60
99832 - Surveying Technician	24.04
99840 - Vending Machine Attendant	22.64
99841 - Vending Machine Repairer	26.50
99842 - Vending Machine Repairer Helper	22.64

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.



3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).



Festival Committee						
	Name	Phone	Address	Email	Resident	Term
Mayor	Mike Welch	488-8584	934 Rogers Turnaround, North Pole 99705	<a href="mailto:northpolemayor@gmail.com">northpolemayor@gmail.com</a>	y	4-1-19 to 12-31-19
Public	Katy Englund	978-2282		<a href="mailto:Kenglund.ak@gmail.com">Kenglund.ak@gmail.com</a>	N	4-1-19 to 1-21-19
Public	Larnetia skipps	378-6635	2729 perimeter Drive, North Pole, AK, 99705	<a href="mailto:larnetiaskipps@gmail.com">larnetiaskipps@gmail.com</a>	Y	4-1-19 to 12-31-19
Council	Aino Welch	488-5834	934 Rogers Turnaround, North Pole 99705	<a href="mailto:aino.welch@northpolealaska.org">aino.welch@northpolealaska.org</a>	y	4-1-19 to 10-31-19
Employee	Alison Trubacz	488-8456	125 Snowman Ln, North Pole, AK, 99705	<a href="mailto:atrubacz@northpolepolice.org">atrubacz@northpolepolice.org</a>	y	4-1-19 to 12-31-19

Trooper Gabe Rich and Trooper Scott Johnson Memorial Park Committee						
	Name	Phone	Address	Email	Resident	Term
Mayor	Mike Welch	488-8584	125 Snowman Ln, North Pole, AK, 99705	<a href="mailto:michael.welch@northpole.org">michael.welch@northpole.org</a>	Y	1-1-19 to 10-31-20
Employee	Steve Dutra	488-8456	125 Snowman Ln, North Pole, AK, 99705	<a href="mailto:sdutra@northpolepolice.org">sdutra@northpolepolice.org</a>	N	1-1-19 to 12-31-20
Employee	Geoff Coon	488-0444	125 Snowman Ln, North Pole, AK, 99705	<a href="mailto:blane@northpolefire.org">blane@northpolefire.org</a>	N	1-1-19 to 12-31-19

Ethics Board						
	Name	Phone	Address	Email	Resident	Term
Public	Laura Fantazzi	488-1529	PO Box 56620 North Pole, Alaska 99705	<a href="mailto:laura.fantazzi@k12.northstar.org">laura.fantazzi@k12.northstar.org</a>	Y	1-1-17 to 12-31-19
Public	Ron Pratt	978-5822	550 Beaver Blvd	<a href="mailto:2006TGM@gmail.com">2006TGM@gmail.com</a>	Y	1-1-17 to 12-31-19
Public	Santa Claus	388-3836	Po Box 55122, North Pole AK 99705	<a href="mailto:Santa.claus@northpolealaska.org">Santa.claus@northpolealaska.org</a>	Y	1-1-19 to 12-31-20
Public	John Poirrier	322-0623	1001 Black Bear Turnaroung North Pole, AK	<a href="mailto:poirrier@gci.net">poirrier@gci.net</a>	Y	1-1-18 to 12-31-20
Public	Benjamin Williams	388-5911	1028 Hertha Turnaround	<a href="mailto:bbc1williams@gmail.com">bbc1williams@gmail.com</a>	Y	4-1-19 to 12-31-21
Public	Denise Taylor	488-2422	1124 Lake Drive North Pole Ak 99705		Y	4-1-19 to 12-31-21
Public	David Wilson	347-1660	905 Rogers Turnaround	<a href="mailto:dvdwlsn32@gmail.com">dvdwlsn32@gmail.com</a>	Y	4-1-19 to 12-31-21

Fairbanks North Star Borough Assembly Representative						
Council	Aino Welch	460-6130	125 Snowman Lane	<a href="mailto:aino.welch@northpolealaska.org">aino.welch@northpolealaska.org</a>	Y	1-1-19-12-31-19
Council	Doug Isaacson	322-3133	125 Snowman Lane	<a href="mailto:doug.isaacson@northpolealaska.org">doug.isaacson@northpolealaska.org</a>		

Bed Tax Committee						
	Name	Phone	Address	Email	Resident	Term
Council	Perry Wally	347-0135	125 Snowman Lane	<a href="mailto:perry.wally@northpolealaska.org">perry.wally@northpolealaska.org</a>	y	1-1-19 to 12-31-19
Council	Dejohn Cromer	347-2808	125 Snowman Lane	<a href="mailto:dejohn.cromer@northpolealaska.org">dejohn.cromer@northpolealaska.org</a>	Y	1-1-19 to 12-31-19
Public	Larnetia skipps	378-6635	2729 perimeter Drive, North Pole, AK, 99705	<a href="mailto:larnetiaskipps@gmail.com">larnetiaskipps@gmail.com</a>	Y	1-1-18 to 12-31-18
Public	Santa Claus	388-3836	Po Box 55122, North Pole AK 99705	<a href="mailto:Santa.claus@northpolealaska.org">Santa.claus@northpolealaska.org</a>	Y	1-1-18 to 12-31-19
Public	Jeff Jacobson	460-7733	Po Box 57033 North Pole Ak 99705	<a href="mailto:jjacobson57@gmail.com">jjacobson57@gmail.com</a>	Y	1-1-19 to 12-31-19
Public	Wanda Adlesperger	488-4800	449 North Santa Claus Lane	<a href="mailto:info@hotelnorthpole.com">info@hotelnorthpole.com</a>	Y	1-1-19 to 12-31-19

Code Violations Committee						
Council	VACANT					
Council	Doug Isaacson	322-3133	125 Snowman Lane	<a href="mailto:doug.isaacson@northpolealaska.org">doug.isaacson@northpolealaska.org</a>	y	1-1-19 to 12-31-19
Council	David Skipps	378-6635	2729 Perimeter Drive, North Pole AK, 99705	<a href="mailto:David.skipps@northpolealaska.org">David.skipps@northpolealaska.org</a>	y	1-1-19 to 12-31-19
Mayor	Mike Welch	488-8584	125 Snowman Lane	<a href="mailto:michael.w.welch@northpolealaska.org">michael.w.welch@northpolealaska.org</a>	y	1-1-19 to 12-31-19

125 Snowman Lane  
North Pole, Alaska 99705  
(907) 488-8593  
(907) 488-3002 (fax)  
bill.butler@northpolealaska.org

City of North Pole  
Director of City Services

# Memo

To: North Pole City Council  
From: Bill Butler  
Date: November 28, 2018  
Subject: Accept the professional services agreement with PDC Engineers for engineering and design services totaling \$2,121,443 for the Moose Creek Water System Expansion Project

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## Recommendation

Approve a professional services agreement with PDC Engineers to provide engineering, design, permitting, surveying and easement acquisition for \$2,121,443 for the Moose Creek Water System Expansion Project. Award of the agreement to PDC shall be dependent upon the City Council approving the amended cooperative agreement with the US Army Corps of Engineers (USACE).

## Background

At the December 3, 2018 City Council meeting, the Council approved a professional services agreement with PDC Engineers to provide engineering, design, bidding and construction administration services for the Moose Creek Water System Expansion Project. This comprehensive agreement totaled \$3,414,403. As the project has evolved and the requirements formalized in a cooperative agreement between the City and USACE, I asked PDC to modify their professional services agreement to reflect only engineering and design services and to expand the services provided related to acquisition of easements and permits on behalf of the City. In addition, the USACE wanted to separate the design-related functions from construction related functions to reflect their funding mechanisms.

The professional services proposal approved on December 3 did not include the contract document between the City and PDC. With the needed professional services refined and the USACE requirements clarified, the City and PDC have generated a contractual document to guide implementation of the professional services agreement. Zane Wilson, the City's attorney reviewed the professional services agreement and required modifications. Wilson's approach was to require modifications to the standard contract document to protect the City and to clarify performance requirements of PDC. Wilson's modifications were incorporated in to the contract.

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 15, 2019 ("Effective Date") between  
City of North Pole ("Owner") and  
PDC Engineer ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Moose Creek Water Expansion

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Develop construction documents for the Moose Creek Water Expansion project as described in Attachment 1 of Exhibit A.

*This agreement incorporates all requirements set forth in the USACE Cooperative Agreement with the Owner. In the event that there is an inconsistency, the Cooperative Agreement shall prevail.*

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.1 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

**2.1 General**

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

## **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

### **3.1 Commencement**

- A. Engineer is authorized to begin rendering services as of the Effective Date.

### **3.2 Time for Completion**

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to all remedies as appropriate under Alaska law, , if any, resulting from such failure.

## **ARTICLE 4 – INVOICES AND PAYMENTS**

### **4.1 Invoices**

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt or within 2 business days of when project progress payment funds are received, whichever is later.

### **4.2 Payments**

- A. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses When due, then:
  1. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- C. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.1 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.2 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.1 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. *Consultants*: Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others*: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures*:
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.



- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

## 6.2 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05 and the requirements set forth in the USACE Cooperative Agreement. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

## 6.3 *Use of Documents*

- A. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least ~~one~~ three original printed record version of such Drawings and Specifications and three CDs, signed and sealed according to applicable Laws and Regulations.

- B. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
  - 1. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
  - 4. Such limited license to Owner shall not create any rights in third parties.
- C. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer in advance of any work being performed.

#### 6.4 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.5 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. All policies shall waive any right of subrogation against the City.

- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall contain a waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

## 6.6 *Suspension and Termination*

### A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer and shall incur no additional charges for exercising this option.

2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
    - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    - b. by Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
      - 3) Engineer shall have no liability to Owner on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner. If the contract is terminated due to loss of funding Engineer agrees to accept whatever funds Owner receives for Engineers services from the USACE as payment in full for all services provided. Regardless of any other provision of this agreement, so long as Owner pays all funds received by it for Engineers' services to Engineer than Engineer shall have no claim against owner for additional funds. Owner shall, in good faith, upon direction from Engineer, pursue USACE for all funds due to Engineer under this agreement. Engineer shall pay all expenses associated with this effort.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

*D. Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

*6.7 Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state and judicial district in which the Project is located.

*6.8 Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

*6.9 Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site. Engineer has been advised of the PFOS and PFOA contamination, Eielson Fuel line spill, and other sites as known to the City. The email from Owner is attached as an Exhibit L.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days' notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall upon demand indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.



- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants to the extent that insurance coverage for Owner exists for said claim as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement 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.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* All claims shall accrue in accordance with Alaska law.

## ARTICLE 7 – DEFINITIONS

### 7.1 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
  6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
  8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall:  
(a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

*Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

31. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
32. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
33. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
34. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
35. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
36. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.1 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

- D. ~~Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~ Not Used.
- E. ~~Exhibit E, Notice of Acceptability of Work.~~ Not Used.
- F. ~~Exhibit F, Construction Cost Limit.~~ Not Used.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. ~~Exhibit I, Special Provisions.~~ Not Used
- J. Exhibit K, Amendment to Owner-Engineer Agreement.
- K. Exhibit L, Email Notification from Owner of Contamination at Project Site.

## 8.2 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

## 8.3 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

## 8.4 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.



**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: City of North Pole

Engineer: PDC Engineers

By: [ ]

By: [ ]

Print name: Michael Welch

Print name: Keith Hanneman

Title: Mayor

Title: Principal in Charge

Date Signed: [ ]

Date Signed: [ ]

Engineer License or Firm's Certificate No. (if required):

AECC605

State of: Alaska

Judy Binkley  
City Clerk  
Phone: 907-488-8583  
E-Mail: [jbinkley@np-ak.com](mailto:jbinkley@np-ak.com)

Zane Wilson  
City Attorney  
Phone: 907-452-1855  
E-Mail: [zane@alaskalaw.com](mailto:zane@alaskalaw.com)

Address for Owner's receipt of notices:

125 Snowman Lane

North Pole, AK 99705

Address for Engineer's receipt of notices:

1028 Aurora Drive

Fairbanks, AK 99709

Designated Representative (Paragraph 8.03.A):

Bill Butler

Title: Director of City Services

Phone Number: 907-488-8593

E-Mail Address: BButler@northpolealaska.org

Designated Representative (Paragraph 8.03.A):

Karen Brady

Title: Project Manager- Principal Engineer

Phone Number: 907-452-1414

E-Mail Address: KarenBrady@pdceng.com

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 15, 2019.

## Engineer's Services

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### *A1.01 Final Design Phase*

- A. After acceptance by Owner of the Concept Design documents and upon written authorization from Owner, Engineer shall:
  - 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  - 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
  - 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
  - 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
  - 5. Perform or provide the following other Final Design Phase tasks or deliverables as described in the attached Statement of Services (Attachment 1).
  - 6. Furnish for review by Owner, its legal counsel, and other advisors, 4 copies and 2 CDs of the final Drawings and Specifications for the 35%, 65%, 95% and Final Design, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, per schedule in the Statement of Services, and review them with Owner. Within 5 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
  - 7. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 4 final copies of such documents to Owner per schedule in the Statement of Services.

- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

## **PART 2 – ADDITIONAL SERVICES**

### **A2.01 Additional Services Requiring Owner's Written Authorization**

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project;
  2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
  5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
  7. Undertaking investigations and studies including, but not limited to:
    - a. detailed consideration of operations, maintenance, and overhead expenses;
    - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
    - c. preparation of appraisals;

- d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
  - 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
  - 10. Providing the following services:
    - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
    - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
  - 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
  - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
  - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
  - 14. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
  - 15. Overtime work requiring higher than regular rates.
  - 16. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
  - 17. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
  - 18. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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**Exhibit A – Engineer's Services**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**



## City of North Pole – Moose Creek Water Expansion

**STATEMENT OF SERVICES**  
**April 15, 2019**

The City of North Pole (Client) requested design services to extend the public water system to Moose Creek. The Air Force discovered the presence of perfluorochemicals (PFCs) in the drinking water wells of the community of Moose Creek. These chemicals migrated into the groundwater following use of PFC-containing aqueous film-forming foam (AFFF) used for airfield firefighting/training at the adjacent Eielson Air Force Base (EAFB). The objective of this project is to provide Moose Creek with a reliable source of safe drinking water.

Potable water will be supplied by the City of North Pole. A new water transmission main will carry water to a new storage tank and pump station located near the center of the Community of Moose Creek that will allow freeze protection of the main and balancing of local demands on the existing North Pole system. The local distribution system will be pressurized and circulated with heat input to prevent freezing during winter. Each occupied property will have a service connection. The new system will be maintained and operated by the City of North Pole.

This project will include:

- New greensand filter to be installed in North Pole water treatment plant (WTP) (there is space available already)
- Two new pressure pumps to be installed in the North Pole water treatment plant (WTP)
- Verify capacity of new 250 KW Backup Generator is sufficient to handle additional pressure pump load
- Replace well pumps with larger capacity pumps (1,200 gpm).
- Water transmission main between North Pole and Moose Creek (32,000 feet, 8-inch diameter)
- Water storage tank (360,000 gallon - welded). There is a chance that City will want to fund additional 250,000 gallons of storage.
- Pump house building (chlorination equipment, boilers and heat exchangers, circulation pumps, pressure pumps, transmission skid, external back-up generator)
- Water distribution mains installed in Moose Creek (65,000 feet, 8-inch diameter)
- Water service connections at 200 properties serving 253 residences
- Disposal of current granular activated carbon (GAC) filtration systems or water tanks (200 properties)
- Decommissioning of existing wells to ADEC Standards

At this time, it is anticipated that the transmission line from North Pole to Moose Creek will be HDPE, the water distribution mains within Moose Creek contamination area will be Ductile Iron Pipe (DIP), and water services will be copper. Water system construction will require trenching, excavating, and directional drilling techniques. The water storage tank is anticipated to be welded

steel. Design development will include evaluation of piping materials, finalizing the pipe layout, sizes, and associated infrastructure, as well as identifying where directional drilling may be required.

This Statement of services details the scope to be provided by PDC Engineers (ENGINEER).

### **ENGINEER REQUIREMENTS**

Upon this Agreement becoming effective, the ENGINEER shall perform the following tasks:

#### **35% Design**

1. Design surveys to acquire and establish survey control and topographic information at pumphouse and storage tank site.
2. Update survey basemap.
3. Provide Environmental and Cultural investigations to support the project needs. This will include the following:
  - a. USACE
    - i. Section 408 impacts flood control project alteration. Note this will include a scour study.
    - ii. Section 404 wetlands impacts
  - b. DNR Water Rights
  - c. DNR Land Use
  - d. ADF&G Fish Habitat
  - e. US Fish and Wildlife Service
  - f. State Historic Preservation Office (SHPO)
  - g. ADEC Contaminated Sites Program
4. Support public involvement efforts by presenting technical information on the project at public meeting.
5. Provide geotechnical investigations. Field investigation to include 25 borings to ~10 feet and includes field geologist time and laboratory testing of soil samples (moisture contents, frozen unit weights, and grain size distribution on select samples). The intent of the borings is to characterize soils in areas mapped or considered to be high risk for subsurface conditions that could impact constructability or long-term performance of the gas line. High risk areas include slough crossings or wet fine-grained soils with potential for significant and/or differential frost heave, shallow permafrost, thaw unstable peat or organic soils, or soft compressible organic silt soils.
6. Development of specific geotechnical design and construction recommendations for high risk areas
7. Visit each property to determine the best route for the service lines.
8. Obtain system maps and coordinate with other Utilities including GVEA, ACS, and IGU
9. Develop 35 Drawings
  - a. Title Sheet, Index, Abbreviations, Notes
  - b. Site drawings to allow for key maps in the drawing set.
  - c. Plan and profile sheets of the water transmission and distribution mains.



- d. Plans for pumphouse and storage tank. This will include civil, architectural, structural, mechanical, and electrical.
  - e. Site sections for pumphouse and tank pad
  - f. Detail sheets for water system, building and tank.
  - g. Service layout sheets along with table that shows sizes, lengths, circulation pump size, and specific notes on the property.
  - h. Develop details for well decommissioning to meet ADEC standards.
  - i. Develop details for WTP and well house improvements
10. Analyze size of back-up generator and summarize findings in memorandum
  11. Provide budgetary construction cost estimate.
  12. Review right of way and easements needed.
  13. Provide ROW permitting coordination.
  14. Estimate heat loss through the distribution system to determine amount of make-up heat to be added into the system at the Moose Creek pumphouse.
  15. Coordinate with project team. There will be weekly meetings for general discussion but otherwise coordination will occur as needed.
  16. Coordinate with City weekly or as needed to inform of progress and any project needs.

#### **65% Design**

1. Attend review meeting with the City and other stakeholders to discuss comments on the 35% submittal.
2. Update drawing sheets based on review comments and to further develop the project, including:
  - a. Plan and profile sheets
  - b. Pumphouse and storage tank plans D
  - c. Detail sheets
  - d. Service layouts and table
3. Develop draft technical specifications in CSI format.
4. Provide updated construction cost estimate.
5. Update heat loss calculations based on any updates to lengths and sizes and coordinate with mechanical to size boilers and heat exchangers.
6. Prepare easement documents (legal descriptions for Recording) and coordinate with City and property owner for acquisition. Assuming that we will need 30. Consultant will coordinate with the Owner when negotiations are required. Engineer will provide justification of easement in the documentation.
7. Provide ROW permitting coordination along with other agency permitting.
8. Coordinate with project team through weekly meetings and as needed.
9. Coordinate with City as needed to inform of progress and any project needs.

#### **95% Design**

1. Attend review meeting with the City and other stakeholders to discuss comments on the 65% submittal.

2. Update General Drawing Sheets based on review comments and to further develop the project, including:
  - a. Plan and profile sheets
  - b. Pumphouse and storage tank plans D
  - c. Detail sheets
  - d. Service layouts and table
  - e. Develop control points and tables for construction.
3. Update technical specifications
4. Develop Division 1 specifications to support the technical specifications and the contract documents.
5. Develop Contract Documents (Division 0) based on EJD CD templates.
6. Coordinate with estimator to provide project specifics for construction estimate.
7. Prepare ADEC Application for Approval to Construct. Note the review fees will be paid by the Engineer.
8. Provide ROW permitting coordination.
9. Coordinate with project team through weekly meetings or as needed.
10. Coordinate with City as needed to inform of progress and any project needs.

#### **Final Construction Documents**

1. Attend review meeting with the City and other stakeholders to discuss comments on the 95% submittal.
2. Finalize drawings based on comments and to provide necessary detailing for construction.
3. Coordinate with project team as needed.
4. Coordinate with City as needed.
5. Finalize technical and Division 1 specs
6. Finalize the Contract Documents (Division 0)

#### **CLIENT RESPONSIBILITIES**

Client will provide:

1. All criteria and full information as to OWNER's requirements for the Project.
2. Drawings of recently modified WTP, and new Peridot pumphouse and water storage tank.
3. Shop drawings and specifications for the recently installed greensand filters in the WTP.
4. Review comments at each submittal stage
5. Access to buildings to confirm asbuilt drawings.
6. City will fund land use permits and easement fees.

## **ASSUMPTIONS**

### Engineering and Survey Assumptions:

1. Scope and fee for ADNR as-built easements, if any, will be negotiated under separate contract after ADNR issues specific survey instructions.
2. Submittals will be made electronically by pdf. Drawings will be 11"x17" pdf.
3. There are no upgrades needed for backup generator or electrical service at the City WTP.
4. Engineer will fund environmental permits.

## **SCHEDULE**

The schedule for the project is as follows:

- |                       |                  |
|-----------------------|------------------|
| 1. Notice to Proceed: | April 19, 2018   |
| 2. 35% Design         | June 10, 2019    |
| 3. 65% Design         | August 19, 2019  |
| 4. 95% Design         | October 18, 2019 |
| 5. Final Design       | December 2, 2019 |

## **METHOD OF PAYMENT**

The Consultant will perform the design and bidding phase services on a lump sum basis for \$2,121,443.

## **END OF STATEMENT OF SERVICES**

### Appendices:

1. PDC Fee Spreadsheet

PDC Summary Sheet

#	PHASE	ENVIR /										PDC		Drilling/ Lab Testing	NLURA	Subconsult ant Total	Subconsult ant Markup	Total
		P. M.	STRUCT	MECH	ELECT	CIVIL	PLANNER	SURVEY	GEOTECH	Total	ACMI	Architect	Hydrologist					
22	35% Design	\$ 35,000	\$ 16,910	\$ 27,795	\$ 26,805	\$ 425,770	\$ 43,120	\$ 118,637	\$ 42,565	\$ 736,602	\$ 12,000	\$ 4,000	\$ 12,240	\$ 61,000	\$ 30,000	\$ 119,240	\$ 5,962	\$ 861,804
	Reimbursable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,107	\$ 3,450	\$ 10,557						\$ -	\$ -	\$ 10,557
	Phase Total	\$ 35,000	\$ 16,910	\$ 27,795	\$ 26,805	\$ 425,770	\$ 43,120	\$ 125,744	\$ 46,015	\$ 747,159	\$ 12,000	\$ 4,000	\$ 12,240	\$ 61,000	\$ 30,000	\$ 119,240	\$ 5,962	\$ 872,361
25	65% Design	\$ 32,900	\$ 21,030	\$ 31,585	\$ 25,175	\$ 284,230	\$ 21,840	\$ 236,782	\$ 2,280	\$ 655,822	\$ 12,000	\$ 4,000	\$ 2,720			\$ 18,720	\$ 936	\$ 675,478
	Reimbursable	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,826	\$ -	\$ 24,826						\$ -	\$ -	\$ 24,826
	Phase Total	\$ 42,900	\$ 21,030	\$ 31,585	\$ 25,175	\$ 284,230	\$ 21,840	\$ 251,608	\$ 2,280	\$ 680,648	\$ 12,000	\$ 4,000	\$ 2,720	\$ -	\$ -	\$ 18,720	\$ 936	\$ 700,304
30	95% Design	\$ 31,150	\$ 13,740	\$ 28,460	\$ 22,720	\$ 282,450	\$ 12,920	\$ 8,172	\$ 2,280	\$ 401,892	\$ 6,000	\$ 4,000				\$ 10,000	\$ 500	\$ 412,392
	Reimbursable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -	\$ -
	Phase Total	\$ 31,150	\$ 13,740	\$ 28,460	\$ 22,720	\$ 282,450	\$ 12,920	\$ 8,172	\$ 2,280	\$ 401,892	\$ 6,000	\$ 4,000	\$ -	\$ -	\$ -	\$ 10,000	\$ 500	\$ 412,392
35	Construction Documents	\$ 11,900	\$ 5,080	\$ 14,190	\$ 22,720	\$ 74,840	\$ -	\$ 3,276	\$ 2,280	\$ 134,286		\$ 2,000				\$ 2,000	\$ 100	\$ 136,386
	Reimbursable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -	\$ -
	Phase Total	\$ 11,900	\$ 5,080	\$ 14,190	\$ 22,720	\$ 74,840	\$ -	\$ 3,276	\$ 2,280	\$ 134,286	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ 2,000	\$ 100	\$ 136,386
	Subtotal	\$ 120,950	\$ 56,760	\$ 102,030	\$ 97,420	\$ 1,067,290	\$ 77,880	\$ 388,800	\$ 52,855	\$ 1,963,985	\$ 30,000	\$ 14,000	\$ 14,960	\$ 61,000	\$ 30,000	\$ 149,960	\$ 7,498	\$ 2,121,443
	Estimated Sales Tax																	\$ -
	Total																	\$ 2,121,443

3/26/2019

## PROJECT MANAGEMENT

#	TASK	Principal	Senior Engineer	Project Engineer	Technical Editor	Senior Engineering Technician		
	Billing Rate (\$/hr)	\$235.00	\$175.00	\$150.00	\$110.00	\$120.00		
22	<b>35% Design</b>						Hourly Subtotal	Subtotal Cost
	Attend Review meeting		4				4	\$ 700.00
	Organize and run weekly meetings		30				30	\$ 5,250.00
	Review billing		20				20	\$ 3,500.00
	Provide weekly updates to the City		30				30	\$ 5,250.00
	Coordinate with project team		80				80	\$ 14,000.00
	Coordinate with City		20				20	\$ 3,500.00
	Coordinate with Estimator		16				16	\$ 2,800.00
	<b>Hourly Subtotal</b>	0	200	0	0	0	200	
	<b>Cost</b>	\$ -	\$ 35,000	\$ -	\$ -	\$ -		\$ 35,000.00
25	<b>65% Design</b>						Hourly Subtotal	Subtotal Cost
	Attend Review meeting		4				4	\$ 700.00
	Organize and run weekly meetings		30				30	\$ 5,250.00
	Review billing		8				8	\$ 1,400.00
	Coordinate with project team		60				60	\$ 10,500.00
	Coordinate with City		20				20	\$ 3,500.00
	Coordinate with Estimator		16				16	\$ 2,800.00
	Provide weekly updates to the City		50				50	\$ 8,750.00
	<b>Hourly Subtotal</b>	0	188	0	0	0	188	
	<b>Cost</b>	\$ -	\$ 32,900	\$ -	\$ -	\$ -		\$ 32,900.00
30	<b>95% Design</b>						Hourly Subtotal	Subtotal Cost
	Attend Review meeting		4				4	\$ 700.00
	Organize and run weekly meetings		30				30	\$ 5,250.00
	Review billing		8				8	\$ 1,400.00
	Provide weekly updates to the City		40				40	\$ 7,000.00
	Coordinate with project team		60				60	\$ 10,500.00
	Coordinate with City		20				20	\$ 3,500.00
	Coordinate with Estimator		16				16	\$ 2,800.00
	<b>Hourly Subtotal</b>	0	178	0	0	0	178	
	<b>Cost</b>	\$ -	\$ 31,150	\$ -	\$ -	\$ -		\$ 31,150.00
35	<b>Construction Documents</b>						Hourly Subtotal	Subtotal Cost
	Attend Review meeting		4				4	\$ 700.00
	Organize and run weekly meetings		20				20	\$ 3,500.00
	Review billing		4				4	\$ 700.00
	Provide weekly updates to the City		10				10	\$ 1,750.00
	Coordinate with City		20				20	\$ 3,500.00
	Provide weekly updates to the City		10				10	\$ 1,750.00
	<b>Hourly Subtotal</b>	0	68	0	0	0	68	
	<b>Cost</b>	\$ -	\$ 11,900	\$ -	\$ -	\$ -		\$ 11,900.00
	<b>Discipline Totals</b>	0	634	0	0	0	634	
	<b>Design Services</b>	\$ -	\$ 110,950	\$ -	\$ -	\$ -		\$ 110,950

3/26/2019

## STRUCTURAL ENGINEERING

#	TASK	Principal Structural Engineer	Senior Structural Engineer	Lead Structural Engineer	Project Structural Engineer	Staff Structural Engineer	Senior Engineering Technician		
	Billing Rate (\$/hr)	\$235.00	\$180.00	\$170.00	\$140.00	\$130.00	\$115.00		
22	<b>35% Design</b>							Hourly Subtotal	Subtotal Cost
	Building Analysis/Calculations			4		16		20	\$ 2,760.00
	Tank Foundation Analysis/Calculations			4		16		20	\$ 2,760.00
	Drawings			2		24	36	62	\$ 7,600.00
	Sheet Specifications			4		4	2	10	\$ 1,430.00
	Coordinate with Project Team			4		4	4	12	\$ 1,660.00
	Project Review Meeting			2				2	\$ 340.00
	QC		2					2	\$ 360.00
	<b>Hourly Subtotal</b>	0	2	20	0	64	42	128	
	<b>Cost</b>		\$ 360	\$ 3,400	\$ -	\$ 8,320	\$ 4,830		\$ 16,910.00
25	<b>65% Design</b>							Hourly Subtotal	Subtotal Cost
	Building Analysis/Calculations			2		24		26	\$ 3,460.00
	Tank Foundation Analysis/Calculations			10		20		30	\$ 4,300.00
	Drawings			4		30	30	64	\$ 8,030.00
	Specifications			2		12		14	\$ 1,900.00
	Coordinate with Project Team			4		8	8	20	\$ 2,640.00
	Project Review Meeting			2				2	\$ 340.00
	QC		2					2	\$ 360.00
	<b>Hourly Subtotal</b>	0	2	24	0	94	38	158	
	<b>Cost</b>	\$ -	\$ 360	\$ 4,080	\$ -	\$ 12,220	\$ 4,370		\$ 21,030.00
30	<b>95% Design</b>							Hourly Subtotal	Subtotal Cost
	Building Analysis/Calculations			2		10		12	\$ 1,640.00
	Tank Foundation Analysis/Calculations			2		20		22	\$ 2,940.00
	Drawings			1		20	20	41	\$ 5,070.00
	Specifications			1		4		5	\$ 690.00
	Coordinate with Project Team			4		12	4	20	\$ 2,700.00
	Project Review Meeting			2				2	\$ 340.00
	QC		2					2	\$ 360.00
	<b>Hourly Subtotal</b>	0	2	12	0	66	24	104	
	<b>Cost</b>	\$ -	\$ 360	\$ 2,040	\$ -	\$ 8,580	\$ 2,760		\$ 13,740.00
35	<b>Construction Documents</b>							Hourly Subtotal	Subtotal Cost
	Building Analysis/Calculations					2		2	\$ 260.00
	Tank Foundation Analysis/Calculations					2		2	\$ 260.00
	Drawings			1		8	8	17	\$ 2,130.00
	Specifications			1		1		2	\$ 300.00
	Coordinate with Project Team			2		8	2	12	\$ 1,610.00
	Project Review Meeting			2				2	\$ 340.00
	QC		1					1	\$ 180.00
	<b>Hourly Subtotal</b>	0	1	6	0	21	10	38	5080
	<b>Cost</b>	\$ -	\$ 180	\$ 1,020	\$ -	\$ 2,730	\$ 1,150		\$ 5,080.00
	<b>Discipline Totals</b>	0	7	62	0	245	114	428	
	<b>Design Services</b>	\$ -	\$ 1,260	\$ 10,540	\$ -	\$ 31,850	\$ 13,110		\$ 56,760



## CIVIL ENGINEERING

#	TASK	Principal Civil Engineer	Senior Civil Engineer	Civil EIT	Technical Editor	Senior Engineering Technician	Hourly Subtotal	Subtotal Cost
	Billing Rate (\$/hr)	\$235.00	\$175.00	\$105.00	\$110.00	\$115.00		
22	<b>35% Design</b>							
	Visit each property to determine service options		60	600			860	\$ 99,500.00
	Route service lines from proposed mains to homes			150	150		300	\$ 33,000.00
	Develop Title Sheet, Index, Abbreviations, Notes			8	8		16	\$ 1,760.00
	Develop Key Maps			36	36		72	\$ 7,920.00
	Develop Plan and Profile Sheets (80 Sheets)	125		800		800	1725	\$ 197,875.00
	Develop Site plan for pumphouse and tank	2		16		16	34	\$ 3,870.00
	Develop sections for pumphouse and tank pad	1		8		8	17	\$ 1,935.00
	Develop detail sheets	4		16		16	36	\$ 4,220.00
	Develop service layout sheets along with table	20		100		100	220	\$ 25,500.00
	Develop details for well decommissioning/ GAC removal	2		16		16	34	\$ 3,870.00
	Develop water storage tank drawings	18		36		36	90	\$ 11,070.00
	Coordinate Well pump upgrades	8		16			24	\$ 3,080.00
	Coordinate Distribution pump upgrades	6		12			18	\$ 2,310.00
	Estimate heat loss	10		30			40	\$ 4,900.00
	Coordinate with project team			80			80	\$ 8,400.00
	Coordinate with City			40			40	\$ 4,200.00
	ROW Permit Coordination	8		16			24	\$ 3,080.00
	Coordinate with estimator	16		8			24	\$ 3,640.00
	QA/QC	24					24	\$ 5,640.00
	<b>Hourly Subtotal</b>	24	280	1988	0	1186	3678	
	<b>Cost</b>	\$ 5,640	\$ 49,000	\$ 208,740	\$ -	\$ 136,390		\$ 425,770.00
25	<b>65% Design</b>							
	Attend review meeting		8	8			16	\$ 2,240.00
	Update General Drawing Sheets			8	8		16	\$ 1,760.00
	Update Plan and Profile Sheets	60		600		600	1260	\$ 142,500.00
	Update Site plans	4		16		16	36	\$ 4,220.00
	Update Sections	2		12		12	26	\$ 2,990.00
	Update Detail Sheets	16		24		24	64	\$ 8,080.00
	Update Service layouts and table	30		60		60	150	\$ 18,450.00
	Update Water Storage tank drawings	8		24		24	56	\$ 6,680.00
	Update heat loss calcs	10		20			30	\$ 3,850.00
	Coordinate with project team	60		60			120	\$ 16,800.00
	Contact Property Owners for Easements	30		480			510	\$ 55,650.00
	Coordinate with City			40			40	\$ 4,200.00
	ROW Permitting	10		20			30	\$ 3,850.00
	Develop Technical Specifications	20		20	8		48	\$ 6,480.00
	Coordinate with estimator			8			8	\$ 840.00
	QA/QC	24					24	\$ 5,640.00
							0	\$ -
	<b>Hourly Subtotal</b>	24	258	1400	8	744	2434	
	<b>Cost</b>	\$ 5,640	\$ 45,150	\$ 147,000	\$ 880	\$ 85,560		\$ 284,230.00
30	<b>95% Design</b>							
	Attend review meeting		8	8			16	\$ 2,240.00
	Update General Drawing Sheets			8	8		16	\$ 1,760.00
	Update Plan and Profile Sheets	60		600		600	1260	\$ 142,500.00
	Update Site plans	4		16		16	36	\$ 4,220.00
	Update Sections	2		12		12	26	\$ 2,990.00
	Update Detail Sheets	8		16		16	40	\$ 4,920.00
	Update Service layouts and table	20		60		60	140	\$ 16,700.00
	Update Water Storage tank drawings	8		12		12	32	\$ 4,040.00
	Develop Control points and tables	20		200		200	420	\$ 47,500.00
	Coordinate with project team			60			60	\$ 6,300.00
	ROW Permitting	20		40			60	\$ 7,700.00
	Coordinate with City			40			40	\$ 4,200.00
	Update Technical Specifications	20		20	4		44	\$ 6,040.00
	Develop Division 1 Specifications	40		20	8		68	\$ 9,980.00
	Develop Front End Contract Documents	40		10	8		58	\$ 8,930.00
	Coordinate with estimator			8			8	\$ 840.00
	Prepare ADEC Application for Approval to Constr.	10		40			50	\$ 5,950.00
	QA/QC	24					24	\$ 5,640.00
	<b>Hourly Subtotal</b>	24	260	1170	20	924	2398	
	<b>Cost</b>	\$ 5,640	\$ 45,500	\$ 122,850	\$ 2,200	\$ 106,260		\$ 282,450.00
35	<b>Construction Documents</b>							
	Attend review meeting		8	8			16	\$ 2,240.00
	Finalize drawings	60		150		150	360	\$ 43,500.00
	Coordinate with project team	20		20			40	\$ 5,600.00
	Permitting	10		20			30	\$ 3,850.00
	Coordinate with City			10			10	\$ 1,050.00
	Finalize Technical and Division 1 Specs	20		20	8		48	\$ 6,480.00
	Finalize the Contract Documents	20		20	8		48	\$ 6,480.00
	QA/QC	24					24	\$ 5,640.00
	<b>Hourly Subtotal</b>	24	138	248	16	150	576	
	<b>Cost</b>	\$ 5,640	\$ 24,150	\$ 26,040	\$ 1,760	\$ 17,250		\$ 74,840.00
	<b>Discipline Totals</b>	96	936	4806	44	3004	9086	
	<b>Design Services</b>	\$ 22,560	\$ 163,800	\$ 504,630	\$ 4,840	\$ 345,460		\$ 1,067,290

## MECHANICAL ENGINEERING

#	TASK	Billing Rate (\$/hr)	Principal Mechanical Engineer	Senior Mechanical Engineer	Staff Mechanical Engineer	Technical Editor	Senior Engineering Technician		
			\$235.00	\$195.00	\$130.00	\$110.00	\$115.00		
22	<b>35% Design</b>							Hourly Subtotal	Subtotal Cost
	Review Comments			2	2			4	\$ 650.00
	Coordination			4	4			8	\$ 1,300.00
	Calculations			3	5			8	\$ 1,235.00
	Equipment selection			6	6			12	\$ 1,950.00
	Ventilation			2	4		4	10	\$ 1,370.00
	Heating			3	5		4	12	\$ 1,695.00
	Piping			7	8		4	19	\$ 2,865.00
	Greensand Filter			8	4		4	16	\$ 2,540.00
	Well Pump Upgrades			8	8		4	20	\$ 3,060.00
	Distribution Pump Upgrades			16	16		16	48	\$ 7,040.00
	Update Meter String			8	8		2	18	\$ 2,830.00
	Narrative			2	1	1		4	\$ 630.00
	Specifications TOC			2	1	1		4	\$ 630.00
	QA/QC	2						2	\$ 470.00
	<b>Hourly Subtotal</b>	2	71	72	2	38	185		
	<b>Cost</b>		\$ 13,845	\$ 9,360	\$ 220	\$ 4,370			\$ 27,795.00
25	<b>65% Design</b>							Hourly Subtotal	Subtotal Cost
	Review Comments			2	2			4	\$ 650.00
	Coordination			3	3			6	\$ 975.00
	Calculations			1	5			6	\$ 845.00
	Equipment selection			4	8			12	\$ 1,820.00
	Ventilation			2	3		6	11	\$ 1,470.00
	Heating			3	6		10	19	\$ 2,515.00
	Piping			8	12		8	28	\$ 4,040.00
	Greensand Filter			2	8		8	18	\$ 2,350.00
	Well Pump Upgrades			8	8		4	20	\$ 3,060.00
	Distribution Pump Upgrades			16	16		16	48	\$ 7,040.00
	Update Meter String			4	4			8	\$ 1,300.00
	Narrative			2	1	1		4	\$ 630.00
	Specifications			10	12	4		26	\$ 3,950.00
	QA/QC	4						4	\$ 940.00
	<b>Hourly Subtotal</b>	4	65	88	5	52	214		
	<b>Cost</b>	\$ 940	\$ 12,675	\$ 11,440	\$ 550	\$ 5,980			\$ 31,585.00
30	<b>95% Design</b>							Hourly Subtotal	Subtotal Cost
	Review Comments			2	2			4	\$ 650.00
	Coordination			2	2			4	\$ 650.00
	Calculations			1	3			4	\$ 585.00
	Equipment selection			2	4			6	\$ 910.00
	Ventilation			2	4		6	12	\$ 1,600.00
	Heating			2	5		10	17	\$ 2,190.00
	Piping			8	16		16	40	\$ 5,480.00
	Greensand Filter			2	8		4	14	\$ 1,890.00
	Well Pump Upgrades			8	8		4	20	\$ 3,060.00
	Distribution Pump Upgrades			16	16		8	40	\$ 6,120.00
	Update Meter String			2	2				
	Narrative			1	1	1		3	\$ 435.00
	Specifications			8	10	4		22	\$ 3,300.00
	QA/QC	4						4	\$ 940.00
	<b>Hourly Subtotal</b>	4	56	81	5	48	194		
	<b>Cost</b>	\$ 940	\$ 10,920	\$ 10,530	\$ 550	\$ 5,520			\$ 28,460.00
35	<b>Construction Documents</b>							Hourly Subtotal	Subtotal Cost
	Review Comments			2	4		4	10	\$ 1,370.00
	Coordination			2	2		2	6	\$ 880.00
	Finalize Drawings			16	20		20	56	\$ 8,020.00
	Finalize Specifications			8	12	3		23	\$ 3,450.00
	QA/QC	2						2	\$ 470.00
	<b>Hourly Subtotal</b>	2	28	38	3	26	97		
	<b>Cost</b>	\$ 470	\$ 5,460	\$ 4,940	\$ 330	\$ 2,990			\$ 14,190.00
	<b>Discipline Totals</b>	12	220	279	15	164	690		
	<b>Design Services</b>	\$ 2,350	\$ 42,900	\$ 36,270	\$ 1,650	\$ 18,860			\$ 102,030

## ELECTRICAL ENGINEERING

#	TASK	Principal Electrical Engineer	Special Projects Electrical Engineer	Senior Electrical Engineer	Staff Electrical Engineer	Technical Editor	Senior Engineering Technician		
	Billing Rate (\$/hr)	\$235.00	\$200.00	\$195.00	\$130.00	\$110.00	\$115.00		
22	<b>35% Design</b>							Hourly Subtotal	Subtotal Cost
	Interior Lighting Design			4	4		12	20	\$ 2,680.00
	Exterior Lighting Design			4	6			10	\$ 1,560.00
	Power Design			6	8		6	20	\$ 2,900.00
	Utility Power Coordination			6	8			14	\$ 2,210.00
	Standby Generator			4	6		3	13	\$ 1,905.00
	Specifications			6	12		4	22	\$ 3,190.00
	Well Pump Upgrades			6	12		4	22	\$ 3,190.00
	Distribution Pump Upgrades			6	8		4	18	\$ 2,670.00
	Verify Capacity of WTP Backup Generator			4	4			8	\$ 1,300.00
	Verify Capacity of Electrical Service and MCC			4	4			8	\$ 1,300.00
	Review Conference			2	6		6	14	\$ 1,860.00
	QA/QC		4					4	\$ 800.00
	Project Management			4			4	8	\$ 1,240.00
	<b>Hourly Subtotal</b>	0	4	56	78	0	43	181	
	<b>Cost</b>	\$ -	\$ 800	\$ 10,920	\$ 10,140	\$ -	\$ 4,945		\$ 26,805.00
25	<b>65% Design</b>							Hourly Subtotal	Subtotal Cost
	Interior Lighting Design			6	12		6	24	\$ 3,420.00
	Exterior Lighting Design			4	6		4	14	\$ 2,020.00
	Power Design			6	8		12	26	\$ 3,590.00
	Utility Power Coordination			2	6		2	10	\$ 1,400.00
	Standby Generator			4	6		3	13	\$ 1,905.00
	Well Pump Upgrades			8	14		4	26	\$ 3,840.00
	Distribution Pump Upgrades			8	10		4	22	\$ 3,320.00
	Specifications			6	12			18	\$ 2,730.00
	Review Conference			2	4		4	10	\$ 1,370.00
	QA/QC		4					4	\$ 800.00
	Project Management			4				4	\$ 780.00
	<b>Hourly Subtotal</b>	0	4	50	78	0	39	171	
	<b>Cost</b>	\$ -	\$ 800	\$ 9,750	\$ 10,140	\$ -	\$ 4,485		\$ 25,175.00
30	<b>95% Design</b>							Hourly Subtotal	Subtotal Cost
	Interior Lighting Design			6	12		6	24	\$ 3,420.00
	Exterior Lighting Design			4	6		4	14	\$ 2,020.00
	Power Design			6	8		12	26	\$ 3,590.00
	Utility Power Coordination			2	3		2	7	\$ 1,010.00
	Standby Generator			2	4		2	8	\$ 1,140.00
	Well Pump Upgrades			6	12		4	22	\$ 3,190.00
	Distribution Pump Upgrades			6	8		4	18	\$ 2,670.00
	Specifications			6	12			18	\$ 2,730.00
	Review Conference			2	4		4	10	\$ 1,370.00
	QA/QC		4					4	\$ 800.00
	Project Management			4				4	\$ 780.00
	<b>Hourly Subtotal</b>	0	4	44	69	0	38	155	
	<b>Cost</b>	\$ -	\$ 800	\$ 8,580	\$ 8,970	\$ -	\$ 4,370		\$ 22,720.00
35	<b>Construction Documents</b>							Hourly Subtotal	Subtotal Cost
	Interior Lighting Design			6	12		6	24	\$ 3,420.00
	Exterior Lighting Design			4	6		4	14	\$ 2,020.00
	Power Design			6	8		12	26	\$ 3,590.00
	Utility Power Coordination			2	4		2	8	\$ 1,140.00
	Standby Generator			2	3		2	7	\$ 1,010.00
	Well Pump Upgrades			6	12		4	22	\$ 3,190.00
	Distribution Pump Upgrades			6	8		4	18	\$ 2,670.00
	Specifications			6	12			18	\$ 2,730.00
	Review Conference			2	4		4	10	\$ 1,370.00
	QA/QC		4					4	\$ 800.00
	Project Management			4				4	\$ 780.00
	<b>Hourly Subtotal</b>	0	4	44	69	0	38	155	
	<b>Cost</b>	\$ -	\$ 800	\$ 8,580	\$ 8,970	\$ -	\$ 4,370		\$ 22,720.00
	<b>Discipline Totals</b>	0	16	194	294	0	158	662	
	<b>Design Services</b>	\$ -	\$ 3,200	\$ 37,830	\$ 38,220	\$ -	\$ 18,170		\$ 97,420

3/26/2019

## ENVIRONMENTAL / PLANNING

#	TASK	Environ Principal	Environ Analyst	GIS Planner	Staff Planner	Environ 2	Technical Editor	Senior Engineer ring Technician
	Billing Rate (\$/hr)	\$235.00	\$115.00	\$150.00	\$105.00	\$115.00	\$110.00	115
22	<b>35% Design</b>							Hourly Subtotal
	Obtain SHPO Concurrence (NLURA)		16					16 \$ 1,840.00
	Finalize NEPA Documentation (EA)		96			8		104 \$ 11,960.00
	Agency Coordination		32					32 \$ 3,680.00
	Public Involvement			16	16			32 \$ 4,080.00
	USACE Flood Channel Coordination		12					12 \$ 1,380.00
	Draft Permit Packages					8		8 \$ 920.00
	USACE wetlands (includes field verification)		48		32		8	88 \$ 9,760.00
	Floodplain		8				8	16 \$ 1,800.00
	DNR Water Use		12				8	20 \$ 2,260.00
	DNR Land Use		16				8	24 \$ 2,720.00
	ADF&G Fish Habitat		16				8	24 \$ 2,720.00
	Hourly Subtotal	0	256	16	48	16	40	376
	Cost		\$ 29,440	\$ 2,400	\$ 5,040	\$ 1,840	\$ 4,400	\$ 43,120.00
25	<b>65% Design</b>							Hourly Subtotal
	Final Permit Packages							0 \$ -
	USACE wetlands		8				4	12 \$ 1,360.00
	Floodplain		8				4	12 \$ 1,360.00
	DNR Water Use		8				4	12 \$ 1,360.00
	DNR Land Use		8				4	12 \$ 1,360.00
	ADF&G Fish Habitat		8				4	12 \$ 1,360.00
	USACE Flood Channel Coordination		24					24 \$ 2,760.00
	ESCP plan sheets		24				32	56 \$ 6,280.00
	Agency Coordination		24					24 \$ 2,760.00
	Public Involvement			16	8			24 \$ 3,240.00
	Hourly Subtotal	0	112	16	8	0	52	188
	Cost	\$ -	\$ 12,880	\$ 2,400	\$ 840	\$ -	\$ 5,720	\$ 21,840.00
30	<b>95% Design</b>							Hourly Subtotal
	ESCP Plan Sheets		32				32	64 \$ 7,200.00
	Permit Status		16					16 \$ 1,840.00
	Agency Coordination		16					16 \$ 1,840.00
	Public Involvement			8	8			16 \$ 2,040.00
	Hourly Subtotal	0	64	8	8	0	32	112
	Cost	\$ -	\$ 7,360	\$ 1,200	\$ 840	\$ -	\$ 3,520	\$ 12,920.00
35	<b>Construction Documents</b>							Hourly Subtotal
	Hourly Subtotal	0	0	0	0	0	0	0
	Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Discipline Totals	0	432	40	64	16	124	676
	Design Services	\$ -	\$ 49,680	\$ 6,000	\$ 6,720.00	\$ 1,840	\$ 13,640	\$ 77,880

3/26/2019

**GEOTECH**

#	TASK	Principal Geotech Engineer	Senior Geotech Engineer	Environ Analyst	Staff Civil Engineer	Technical Editor	Senior Engineering Technician		
	Billing Rate (\$/hr)	\$235.00	\$190.00	\$130.00	\$125.00	\$110.00	\$115.00		
<b>22</b>	<b>35% Design</b>							Hourly Subtotal	Subtotal Cost
	Permitting/Permission/Utility Locate Coordination		12	12	8			32	\$ 4,840.00
	Traffic Control Plans		2		8			10	\$ 1,380.00
	Field Explorations (Travel and Field Time)		120					120	\$ 22,800.00
	Develop Laboratory Testing Program		2					2	\$ 380.00
	Review Laboratory Results		4					4	\$ 760.00
	Develop Geotechnical Recommendations		12					12	\$ 2,280.00
	Prepare Draft Geotechnical Report		30			2		32	\$ 5,920.00
	QA/QC	7				4		11	\$ 2,085.00
	Finalize Geotechnical Recommendations/Report		10			2		12	\$ 2,120.00
	<b>Cost</b>	\$ 1,645	\$ 36,480	\$ 1,560	\$ 2,000	\$ 880	\$ -		\$ 42,565.00
<b>25</b>	<b>65% Design</b>							Hourly Subtotal	Subtotal Cost
	Coordinate with Civil/Structural		8					8	\$ 1,520.00
	Geotechnical Review of Design		4					4	\$ 760.00
	<b>Hourly Subtotal</b>	0	12	0	0	0	0	12	
	<b>Cost</b>	\$ -	\$ 2,280	\$ -	\$ -	\$ -	\$ -		\$ 2,280.00
<b>30</b>	<b>95% Design</b>							Hourly Subtotal	Subtotal Cost
	Coordinate with Civil/Structural		8					8	\$ 1,520.00
	Geotechnical Review of Design		4					4	\$ 760.00
	<b>Hourly Subtotal</b>	0	12	0	0	0	0	12	
	<b>Cost</b>	\$ -	\$ 2,280	\$ -	\$ -	\$ -	\$ -		\$ 2,280.00
<b>35</b>	<b>Construction Documents</b>							Hourly Subtotal	Subtotal Cost
	Coordinate with Civil/Structural		8					8	\$ 1,520.00
	Geotechnical Review of Design		4					4	\$ 760.00
	<b>Hourly Subtotal</b>	0	12	0	0	0	0	12	
	<b>Cost</b>	\$ -	\$ 2,280	\$ -	\$ -	\$ -	\$ -		\$ 2,280.00
	<b>Discipline Totals</b>	7	228	12	16	8	0	271	
	<b>Design Services</b>	\$ 1,645	\$ 43,320	\$ 1,560	\$ 2,000	\$ 880	\$ -		\$ 49,405

3/26/2019

## SURVEYING

#	TASK	Principal Professional Surveyor	Lead Professional Surveyor	Project Professional Surveyor	Staff Professional Surveyor	Two Person Crew	Billing Rate (\$/hr)												
							\$232.00	\$165.00	\$149.00	\$129.00	\$273.00								
22	<b>35% Design</b>																		
	Project coordination / lineouts		24	18															
	Daily move/travel/RTK setup/checks					34													
	LiDAR check surveys					16													
	Tie geotech bore holes					12													
	Additional monument ties			12		40													
	Detailed design survey at pump house site					12													
	Spot surveys					40													
	Highway / TAPS / Haines pipeline xing surveys					40													
	Data reduction			60		60													
	Survey drafting / DTMs			60		60													
	Problem ROW determination		40			40													
	Update basemap			80		80													
	Discipline management / QA/QC	25	25			50													
	<b>Hourly Subtotal</b>	25	89	230	0	234													
	<b>Cost</b>	\$ 5,800	\$ 14,685	\$ 34,270	\$ -	\$ 63,882													
25	<b>65% Design</b>																		
	Project coordination / lineouts		8	16															
	Daily move/travel/RTK setup/checks					32													
	Corridor survey for permitting (6.4mi)					88													
	Underground utility locates / coordination			12		40													
	Data reduction			60		60													
	Survey drafting / CAD			80		80													
	Easements (30)					0													
	Order / review title reports (30)		60			60													
	Parcel plats (30)			300		300													
	Legal description (30)		150			150													
	Contact Property Owners for Easements			480		480													
	Discipline management / QA/QC	40	40			80													
	<b>Hourly Subtotal</b>	40	258	948	0	160													
	<b>Cost</b>	\$ 9,280	\$ 42,570	\$ 141,252	\$ -	\$ 43,680													
30	<b>95% Design</b>																		
	Prepare Survey Control Sheets		8	40		48													
	Discipline management / QA/QC	1	4			5													
	<b>Hourly Subtotal</b>	1	12	40	0	0													
	<b>Cost</b>	\$ 232	\$ 1,980	\$ 5,960	\$ -	\$ -													
35	<b>Construction Documents</b>																		
	Finalize control sheets	1	4	16		21													
	<b>Hourly Subtotal</b>	1	4	16	0	0													
	<b>Cost</b>	\$ 232	\$ 660	\$ 2,384	\$ -	\$ -													
	<b>Discipline Totals</b>	67	363	1234	0	394													
	<b>Design Services</b>	\$ 15,544	\$ 59,895	\$ 183,866	\$ -	\$ 107,562													



This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 15, 2019.

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- C. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  - 1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- D. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- E. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- F. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

### **Exhibit B – Owner's Responsibilities**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

- G. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- H. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- I. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- J. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- K. Perform or provide the following as described in the attached Statement of Services (Attachment 1).

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated April 15, 2019.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-1: Basic Services – Lump Sum and BC-2: Basic Services- Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. A Lump Sum amount of \$ 2,121,443 based on the following estimated distribution of compensation:

a. 35% Design Phase	\$872,361
b. 65% Design Phase	\$700,304
c. 95% Design Phase	\$412,392
d. Final Design Phase	\$136,386
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner in compliance with restrictions in Owner’s cooperative agreement with the USACE.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

**C2.02 Other Provisions Concerning Payment**

- A. To the extent necessary to verify Engineer’s charges and upon Owner’s timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

- B. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- C. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
  2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.00.
- D. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.05.
  2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
4. Regardless of any other provision of this agreement Engineer shall only receive payment for services that are approved and paid for by the USACE. Engineer shall not have a claim against the Owner for payment of anything that the Owner does not receive payment for from the USACE. Owner shall, in good faith, upon direction from Engineer, pursue USACE for all funds due to Engineer under this agreement. Engineer shall pay all expenses associated with this effort.

This is **Appendix 1 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 15, 2019.

### Reimbursable Expenses Schedule

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Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Title Reports	ea	\$ 350.00
Copies/Prints/Scans (11x17)	ea	\$ 0.20
Copies/Prints/Scans (Full Size Drawing)	\$	\$ 1.00
Teleconference Costing	hr/line	\$ 3.00
Airfare	ea	\$ 400.00
Rental Car	day	\$ 105.00
Survey GPS Use	\$	\$ 309.00
Shipping	ea	\$ 200.00
PID Rental	day	\$ 95.00
Hotel	day	\$ 115.00
Per Diem	\$	\$ 65.00





## Rate Schedule - As of 01/22/2019

### *Civil Engineers*

Principal Civil Engineer	\$ 235.00
Senior Civil Engineer	\$ 175.00
Lead Civil Engineer	\$ 170.00
Project Civil Engineer	\$ 150.00
Civil Engineer	\$ 130.00
Civil Engineer, EIT*	\$ 105.00
Senior Geotechnical Engineer	\$ 190.00
Lab Technician	\$ 105.00

### *Electrical Engineers*

Principal Electrical Engineer	\$ 235.00
Special Projects Electrical Engineer	\$ 200.00
Senior Electrical Engineer	\$ 195.00
Lead Electrical Engineer	\$ 160.00
Project Electrical Engineer	\$ 150.00
Electrical Engineer	\$ 130.00
Electrical Engineer, EIT*	\$ 105.00

### *Fire Protection Engineers*

Principal Fire Protection Engineer	\$ 235.00
Senior Fire Protection Engineer	\$ 195.00
Lead Fire Protection Engineer	\$ 165.00
Project Fire Protection Engineer	\$ 150.00
Fire Protection Engineer	\$ 130.00

### *Graphic & Word Processing Services*

Senior Engineering Technician*	\$ 120.00
Lead Engineering Technician*	\$ 105.00
Engineering Technician*	\$ 95.00
Technical Editor*	\$ 110.00
Word Processing*	\$ 85.00

### *Structural Engineers*

Principal Structural Engineer	\$ 235.00
Senior Structural Engineer	\$ 180.00
Lead Structural Engineer	\$ 170.00
Project Structural Engineer	\$ 140.00
Structural Engineer	\$ 130.00
Structural Engineer, EIT*	\$ 105.00

### *Mechanical Engineers*

Principal Mechanical Engineer	\$ 235.00
Special Projects Mechanical Engineer	\$ 200.00
Senior Mechanical Engineer	\$ 195.00
Lead Mechanical Engineer	\$ 165.00
Project Mechanical Engineer	\$ 150.00
Mechanical Engineer	\$ 130.00
Mechanical Engineer, EIT*	\$ 105.00

### *Planning & Land Development Services*

Principal Professional Land Surveyor (PLS)	\$ 235.00
Senior PLS	\$ 175.00
Lead PLS	\$ 160.00
Project PLS	\$ 145.00
PLS	\$ 125.00
Land Surveyor, LSIT*	\$ 105.00
Survey Instrument Person II*	\$ 105.00
Survey Instrument Person I*	\$ 85.00

Senior Planner/GIS	\$ 190.00
Lead Planner/GIS	\$ 150.00
Planner/GIS*	\$ 105.00
Environmental Analyst*	\$ 115.00

Sub & Expenses marked up at no less than 5% above cost

\*Classification rates marked (\*) are subject to overtime charge out at 1.35 times the standard hourly rate above marked.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 15, 2019.

## **Insurance**

---

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### **G6.05 Insurance**

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, each accident: \$1,000,000
  - 2) Bodily injury by disease, each employee: \$1,000,000
  - 3) Bodily injury/disease, aggregate: \$1,000,000
- c. General Liability --
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - 2) General Aggregate: \$2,000,000
- a. Excess or Umbrella Liability --
  - 1) Per Occurrence: \$3,000,000
  - 2) General Aggregate: \$3,000,000
- b. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
- c. Professional Liability --
  - 1) Each Claim Made \$2,000,000
  - 2) Annual Aggregate \$4,000,000

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, Each Accident \$1,000,000
  - 2) Bodily injury by Disease, Each Employee \$1,000,000
  - 3) Bodily injury/Disease, Aggregate \$1,000,000

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**Exhibit G – Insurance.**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

c. General Liability --

- 1) General Aggregate: \$1,000,000
- 2) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000

d. Excess Umbrella Liability

- 1) Per Occurrence: \$5,000,000 \$3,000,000
- 2) General Aggregate: \$5,000,000 \$3,000,000

- e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):  
\$1,000,000

~~B. Additional Insureds:~~

- ~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

~~a. PDC Engineers  
Engineer~~

~~b. Alaska Construction Management, Inc  
Engineer's Consultant~~

~~c. CEDR Design Development LLC  
Engineer's Consultant~~

~~d. Northern Land Use Research Alaska  
Engineer's Consultant~~

- ~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

- ~~3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.~~

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 15, 2019.

## Dispute Resolution

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

***[NOTE TO USER: Select one of the two alternatives provided.]***

### H6.08 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the American Arbitration Association. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction in the 4<sup>th</sup> Judicial District.

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**Exhibit I - Limitations on Liability.**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 15, 2019.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

**The Effective Date of this Amendment is:\_\_\_\_\_.**

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- \_\_\_\_\_ Additional Services to be performed by Engineer
- \_\_\_\_\_ Modifications to services of Engineer
- \_\_\_\_\_ Modifications to responsibilities of Owner
- \_\_\_\_\_ Modifications of payment to Engineer
- \_\_\_\_\_ Modifications to time(s) for rendering services
- \_\_\_\_\_ Modifications to other terms and conditions of the Agreement

Description of Modifications:

***Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.***

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

\_\_\_\_\_  
By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

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

Date Signed: \_\_\_\_\_

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

Judy Binkley

City Clerk

Date Signed: \_\_\_\_\_

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

Zane Wilson

City Attorney

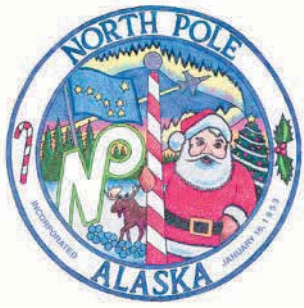
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

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

Date Signed: \_\_\_\_\_





# CITY OF NORTH POLE

*Alaska*

*"Where the Spirit of Christmas Lives Year Round"*

125 Snowman Lane • North Pole, Alaska 99705-7708  
E-mail: [mayor@northpolealaska.com](mailto:mayor@northpolealaska.com) • Website: [www.northpolealaska.com](http://www.northpolealaska.com)

April 4, 2019

City Hall  
907-488-2281  
Fax: 907-488-3002

Mayor  
907-488-8584

City Clerk  
907-488-8583

Police  
Department  
907-488-6902

Fire  
Department  
907-488-2232

Utilities  
907-488-6111

Director of  
City Services  
907-488-8593

Finance  
907-488-8594

Keith Hanneman  
PDC Engineers  
1028 Aurora Drive  
Fairbanks, AK 99709

## RE: Constituents of Concern related to Moose Creek Water System Expansion Project

Mr. Hanneman:

According to the Agreement between Owner and Engineer for Professional Services in section 6.10 Environmental Condition of Site it states:

*A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.*

Within the community of Moose Creek and the surrounding area, there are Per- and Polyfluoroalkyl Substances (PFAS) in groundwater and surface waters.

According to the Alaska Department of Environmental Conservation, Contaminated Sites on line search as of April 4, 2019, there are the following additional active and closed contaminated sites within the community:

Hazard ID	Site name	Location	Status	File I
4327	DESC MP 20.3 Eielson Pipeline Release - Moose Creek	MP 20.3 Eielson Pipeline; Moose Creek, Fairbanks, AK 99701,	Open	100.3
24196	Mat-Su (AKA Moose Creek Bus Barn)	343 Moose Creek Avenue; 343 Old Richardson Hwy, Fairbanks, AK 99701,	Cleanup Complete	100.2
24244	Moose Creek General Store	4402 Al Cory Drive; , North Pole, AK 99705,	Open	100.2
24973	Moose Creek Bus Barn	4440 MOOSE CREEK AVE, North Pole, AK 99705,	Cleanup Complete	100.2

A search of the Contaminated Sites records includes the following active and closed contaminated sites in the vicinity of the planned project activities:

<b>Hazard ID</b>	<b>Site name</b>	<b>Location</b>	<b>Status</b>	<b>File ID</b>
1969	Alyeska North Pole Meter Station	Irene May Street, North Pole, AK 99705,	Cleanup Complete	330.38.036
2318	GVEA North Pole Power Plant	1100 H & H Lane, North Pole, AK 99705,	Open	103.38.003
2913	ARRC Former North Pole Section House	ARR Milepost G 15.9, North Pole, AK 99705,	Cleanup Complete	100.38.126
3229	North Pole Elementary School LUST	250 Snowman Lane, North Pole, AK 99705,	Cleanup Complete - Institutional Controls	100.38.137
3674	North Pole Otter Drive HOT	Formerly 2110 Otter Drive, North Pole, AK 99705,	Cleanup Complete	100.38.149
3805	Williams North Pole Refinery HAGO L	Tank 901 to Crude Unit 1, North Pole, AK 99705,	Open	100.38.090
3810	Williams North Pole Refinery RR	1100 H & H Lane, North Pole, AK 99705,	Open	100.38.090
23415	FNSB - NORTH POLE MIDDLE SCHOOL	306 EAST 8TH AVENUE, North Pole, AK 99705,	Cleanup Complete	100.26.080
24341	North Pole Police Department	Second & Carey Streets; , North Pole, AK 99705,	Cleanup Complete	100.26.061
24821	Pacific Telecom North Pole	FOURTH & SANTA CLAUS LANE, North Pole, AK 99705,	Cleanup Complete	100.26.170

Hazard ID	Site name	Location	Status	File ID
24966	Petro Star North Pole Refinery	1200 H&H Lane, North Pole, AK 99705,	Cleanup Complete	100.26.188
24975	FNSB - NORTH POLE HIGH SCHOOL	601 W. 8TH AVENUE, North Pole, AK 99705,	Cleanup Complete	100.26.081
24999	ARRC - North Pole Section	Fairbanks Borough, North Pole, AK 99705,	Cleanup Complete	100.26.173
25018	Williams Express Store / Mapco - North Pole	H & H LANE NORTH POLE, North Pole, AK 99705,	Cleanup Complete	100.26.090
25469	City of North Pole Fire Well Pump House 8th Avenue	2705 Old Richardson Highway; SE Corner of 8th Avenue and Snowman Lane, North Pole, AK 99705,	Open	100.38.224
25675	FNSB - North Pole High School	601 NPHS Boulevard, North Pole, AK 99705,	Open	100.26.211
25702	FNSB - North Pole Middle School UST #2	306 East 8th Avenue, North Pole, AK 99705,	Cleanup Complete	100.26.212

Sincerely,



William Butler  
Director of City Services

c. Zane Wilson, City Attorney