



CITY OF NORTH POLE
Regular Meeting December 09, 2019
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, January 6, 2020
Workshop: 6:00 p.m.
Committee of the Whole: 6:30 p.m.
Regular City Council Meeting: 7:00 p.m.

MAYOR

Michael Welch
488-8584

CITY CLERK

Vacant

COUNCIL MEMBERS

Perry Walley – Mayor Pro Tem	347-0135
Santa Claus – Deputy Mayor Pro Tem	388-3836
Aino Welch – Alt. Deputy Mayor Pro Tem	488-5834
DeJohn Cromer	347-2808
David Skipps	750-5106
Thomas McGhee	455-0010

- 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**
 - December 9, 2019 Council Meeting
- 6. Communications from the Mayor**
- 7. Council Member Questions of the Mayor**
- 8. Communications from Department Heads, Borough Representative and the City Clerk**

9. Ongoing Projects Report

- General Manager IGU Dan Britton and North Pole Board Representative Mike Miller will give a IGU update.

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

11. Old Business

- a. Ordinance 19-23, An Ordinance Amending the Sales Tax Code 4.08.020 Imposition of Rate and 4.08.020 section C.
- b. Ordinance 19-24 An Ordinance of the City of North Pole Alaska to Amend the 2019 Water Utility Operating Budget

12. New Business

- a. Request to Purchase Fire Department Command Vehicle.
- b. Request to Accept Pollen Environmental LLC's 2020 Wastewater Compliance Monitoring Professional Services Proposal.
- c. Request to Approve the Developer Agreement for the Stryker Loop Development by and Between the City of North Pole, Alaska and Stepping Stone Builders.
- d. Ordinance 20-01 An Ordinance of the City of North Pole, Alaska to Amend Title 13, Public Services, Chapter 13-20 Sewer Service to Add Local Limits for PER and Polyfluoroalkyl Substances (PFAS)
- e. Resolution 20-01 A Resolution Consenting To and Approving The Location of Interior Alaska Natural Gas Utility (IGU) Expansion Project Funded Through the Alaska Industrial Development and Export Authority
- f. Resolution 20-02 A Resolution to Authorize the Execution of a Cooperative Participation Agreement among Alaska Municipalities and School Districts Creating the Alaska Municipal League Joint Insurance Arrangement.

13. Executive Session

- a. To Discuss PFAS/PFOA Future Litigation.

14. Council Comments

15. 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 . 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.

CITY OF NORTH POLE

ORDINANCE 19-23

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO
AMEND TITLE 4, REVENUE AND FINANCE, CHAPTER 08, SALES
TAX, 4.08.020**

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

WHEREAS, the City of North Pole Municipal Code should be amended to conform to the requirements of the City; and

WHEREAS, the North Pole Municipal Code should be amended to reflect the change in law as voted on by the citizens; and

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 4 Revenue and Finance, Chapter 8, Sales Tax is hereby amended in the North Pole Code of Ordinances as follows: [new text in *italicized, underlined red font*; deleted text in ~~red strikethrough~~ font];.

4.08.020 Imposition of rate.

There is levied a tax equal to ~~five~~ *five and a half* percent of the selling price upon buyers of all retail sales, and rentals made, and all services performed within the corporate limits of the City, unless specifically exempted in this chapter or a different tax rate is specifically set forth in this chapter.

- A. There is hereby levied an alcoholic beverage tax on the retail sale of alcoholic beverages equal to six percent times the selling price of all sales made within the City of North Pole.
 - B. There is hereby levied an excise tax on the distribution of tobacco products brought into the City limits measured at the rate of ten percent times the wholesale price of such tobacco products.
2. It is the intent and purpose of this chapter to provide for the collection of the excise tax from:
- a. A person who brings, or causes to be brought, tobacco products into the City limits from outside the City limits for sale; or
 - b. a person who ships or transports cigarettes or tobacco products to a retailer in the City limits for sale by a retailer.
 - c. retail tobacco sales are subject to the general sales tax rates as outlined in subsection E of this section.

- 40 C. The maximum tax on any single transaction shall be ~~\$10 ten dollars~~ **\$16.50** except on
41 the retail sale of alcoholic beverages, wholesale tobacco products, and the hotel-motel
42 room tax, all of which shall not have any maximum tax.
- 43 D. Vendors shall compute the tax on each sale by multiplying the price by the aggregate rate
44 of taxes for the type of transaction listed in this section. The computation shall be carried
45 out to three decimal places. If the result is a fractional amount of a cent, the calculated tax
46 shall be rounded to a whole cent using a method that rounds up to the next cent whenever
47 the third decimal place is greater than four.
- 48 E. Coin-operated machines shall remit five percent of the gross receipts derived from sales
49 using the following formula:

Receipts divided by 1.05 = Sales
Receipts minus Sales = Sales tax due

50
51 **Section 3.** Effective date. This ordinance shall be effective at 5:00 p.m. on the first day of business
52 following its adoption.

53
54 **PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this
55 6th day of January 2020.

56
57
58
59 _____
60 Michael W. Welch, Mayor

61
62 ATTEST:

63
64
65 _____
66 Tricia Fogarty Acting North Pole City Clerk

PASSED Yes: – McGhee, Cromer, Welch, Skipps, Claus, Walley, Mayor Welch No: 0 Absent: 0
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**CITY OF NORTH POLE
ORDINANCE 19-24
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO
AMEND THE 2019 WATER UTILITY OPERATING BUDGET**

WHEREAS, changes to the public services 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, fiscal notes have been reviewed by the Accountant and Mayor for accuracy and will be recorded as amendments to the budget upon approval,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the fiscal notes attached to this ordinance for the purpose managing the City budget.

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

Section. Effective date.

This ordinance shall become effective immediately upon passage.

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

Michael W. Welch, Mayor

ATTEST:

Tricia Fogarty, Acting North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:

Memo

To: Mayor Welch, North Pole City Council
From: Fire Chief Coon
Date: 12/30/2019
Re: Authorization to F-150



I am requesting that the North Pole City Council authorize the fire department to order (1) one new command vehicle in the amount of \$39,157.00 This price includes standard options and delivery to Fairbanks. This price does not include striping, siren, auto start, winter tires and wheels or additional warning lights. These add-ons will be ordered and installed by Auto Trim Design on delivery.

We will be using the State of Alaska CA2217-20 Bid Which Meets or exceeds the City of North Pole Bidding requirements listed in NPMC section 4.16.40 competitive sealed bidding.

This vehicle replaces the old suburban that was sold at auction. This command vehicle was approved by council at the July 1st meeting but due to expiring contracts and the unavailability of the vehicle it was prudent to wait until now and bring it back in front of council.

Chief Coon

AMENDMENT 1 - 11/25/19



STATE OF ALASKA
Department of Transportation & Public Facilities
State Equipment Fleet
5420 Dr. Martin Luther King Jr. Ave
Anchorage, AK 99507

Invitation to Bid SEF-2217
Title of ITB: Contract for Ford Police Vehicles

Date of Issue: November 6, 2019
Request for Amendments Due (Reference Item 14): November 16, 2019 @ 2:30 PM
Bid Opening Date: November 27, 2019 @ 2:30 PM

Contracting Officer: Abby Applebee
Phone: (907) 269-0786
E-Mail: Abby.Applebee@alaska.gov

[CLICK HERE TO REGISTER WITH PROCUREMENT OFFICER](#)

Offerors Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer

TERMS AND CONDITION

NOTE: This section will be used for Terms and Conditions that are "special" and/or unique to a particular ITB. The paragraphs in this section may change from bid to bid. Accordingly, bidders must review this section to insure compliance.

- 1.0 **INTENT:** This invitation to bid (ITB) is intended to result in the purchase of: Contract for Ford Explorer AWD Police Interceptor SUV, Ford Expedition 4X4 Special Service Package and Ford F-150 Police Responder
 - 1.1 Contract Period: One Year with 4 (1) One-Year Renewals
 - 1.2 Quantities: Varies by year
 - 1.3 Location of Use: Statewide
 - 1.4 Warranty locations: Anchorage and Fairbanks at a minimum
 - 1.5 In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the resulting contract.
 - 1.5.1 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.
- 2.0 **DELIVERY:**
 - 2.1 Pre-delivery service: Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. Inspection must include the following (as applicable to the type of equipment):
 - 2.1.1 Dealer and vehicle identification.
 - 2.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
 - 2.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
 - 2.1.4 Fuel tank shall be filled to at least register a minimum $\frac{1}{4}$ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
 - 2.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
 - 2.1.6 Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.
 - 2.2 Inspections:
 - 2.2.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:
 - 2.2.1.1 repair or replace at contractor's expense, any or all of the damaged goods,
 - 2.2.1.2 refund the price of any or all of the damaged goods, or
 - 2.2.1.3 Accept the return of any or all of the damaged goods.
 - 2.2.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the bidder.
 - 2.3 Acceptance:
 - 2.3.1 Units will not be considered "Accepted" until all deficiencies have been corrected. This includes item 3.1 Line Sheets/Bill of Materials, 3.2 Parts & Service Information, and 9.0 Publications.
 - 2.4 Delivery Receipt:
 - 2.4.1 A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency.
 - 2.4.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

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3.0 **F.O.B. POINT:**

- 3.1 The F.O.B. point is as listed in Bid Price Schedule. Ownership of and title will remain with the contractor until delivery is complete to final destination and accepted by the State. Equipment is not to be driven on the Alcan Highway without prior written approval from the contracting officer.
- 3.2 The cost of shipping and delivery for orders beyond the limits of Seattle/Tacoma dock will be handled as follows. The contractor will prepay the shipping and delivery charges to any destination named by the State in its order. The contractor will charge-back those shipping and delivery charges to the State as a separate line item on the State's invoice.
- 3.3 All shipping charges over \$100 must be documented by a copy of the actual shipping invoice and received with the invoice charge to the State.
- 3.4 Shipping must be consolidated for the best possible price. Shipping items separately must be pre-approved by the Contracting Officer PRIOR to shipment. For example, GP Bucket or Spare Tire not being shipped with host unit must be pre-approved.

4.0 **DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:**

- 4.1 Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 4.2 In the event that the equipment is delivered late or does not conform to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of calendar days elapsing between the delivery date provided in the bid schedule and the delivery date to the State. In the case of equipment in this class, that daily rental fee is determined to be \$50.00. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to perform inspection.
- 4.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

5.0 **WARRANTY:**

- 5.1 Standard Warranty Package: Unless otherwise stipulated by this ITB, the successful bidder will provide a one-year (12-month) warranty.
 - 5.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for ~~12 months (year one)~~ **3 years/36,000 miles (Per Amendment 1)**, from the date the unit is placed in service at the assigned location.
 - 5.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
 - 5.1.3 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.
 - 5.1.4 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacture.
 - 5.1.5 Warranty on Attachments: Same as Standard Warranty Package.
 - 5.1.6 In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacture in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.
- 5.2 Warranty Claims:
 - 5.2.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.
 - 5.2.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.

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- 5.2.3 The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.
 - 5.2.4 The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a PO to perform the warranty work.
 - 5.2.5 Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.
 - 5.2.6 The vendor will be invoiced for required warranty work performed by the state. Warranty work performed by the state will be charged at the current SEF shop labor rate at the time of the repair. Actual repair time will be used.
 - 5.3 **Warranty Performed by Vendor:**
 - 5.3.1 The State will reimburse travel costs not reimbursed by the manufacturer for travel to and from the bidder's closest warranty service center within the State of Alaska to the location of the equipment under warranty. Travel costs will be billed as follows:
 - 5.3.1.1 Mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
 - 5.3.1.2 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized \$60.00 per day.
 - 5.3.1.3 Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the coach ticket.
 - 5.3.1.4 Lodging shall be reimbursed at actual and shall not exceed \$150.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
 - 5.3.2 Travel will only be reimbursed for time in Alaska.
 - 5.3.3 After hours, weekend and holiday travel must be approved by the contracting officer to be considered for reimbursement. The State will not pay for weather delays.
 - 5.4 **Authorized Warranty (Contractor/Bidder):**
 - 5.4.1 Contractor (bidder) must have Authorized Warranty Dealer that has all required licenses, facilities and factory certified and trained personnel necessary to perform the warranty servicing and repair work.
 - 5.4.1.1 Provide name and address for each Authorized Warranty Dealer for each location.
 - 5.4.1.2 (*)
 - 5.4.1.3 Provide contact name and contact information for Warranty Administrator:
 - 5.4.1.4 (*)
 - 5.4.1.5 Provide documentation of factory certified and trained personnel:
 - 5.4.1.6 (*)
 - 5.4.2 The ultimate responsibility for warranty lies with the contractor (bidder).
 - 5.4.3 The State reserves the right to inspect the warranty facility and diagnostic equipment prior to issuing the Notice of Intent to Award a contract.
 - 5.5 **Factory Recall:**
 - 5.5.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer.
- 6.0 **REPAIR ORDERS AND DOCUMENTATION:**
- 6.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.
- 7.0 **PUBLICATIONS:**
- 7.1 Owner's Manual Paper publications are to be received by the State at the time of delivery. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska.
 - 7.2 Quantities: 1 each
 - 7.3 Service Bulletins, Etc.: The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification

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of any and all changes or improvement's that may affect the maintenance, reliability, longevity, and safety of our equipment.

- 8.0 **STATEMENT OF ORIGIN:** The bidder will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be delivered with the invoice to:
DOT&PF, HQ State Equipment Fleet
5420 Dr. Martin Luther King Jr. Avenue
Anchorage, Alaska 99507
- 9.0 **WEIGHT VERIFICATION SLIPS:** If required in the Bid Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.
- 10.0 **PRICE:**
- 10.1 Price Guarantee: The Contractor is responsible to maintain prices under the contract firm for 180 days after bid opening. All price increases or decreases must remain firm for the following 180 days.
 - 10.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**
 - 10.3 Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:
 - 10.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control.
 - 10.3.2 The increase will not produce a higher profit margin for the contractor than that on the original contract.
 - 10.3.3 The increase affects only the item(s) that are clearly identified by the contractor.
 - 10.3.4 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in the price being requested.
 - 10.4 Price Decreases: During the period of the contract, the Contractor must pass on to the state all price decreases, such as fleet rebates. A Contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.
 - 10.5 Manufacturer's Rebate (Incentives):
 - 10.5.1 In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.
- 11.0 **REPLACEMENT PARTS AND REPAIRS:**
- 11.1 This contract encompasses a full parts and labor contract for manufacturer parts and repairs for the entire warranty period.
 - 11.2 The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their authorized warranty facilities for the entire warranty period within seven (7) days of order. All other parts must be available within ten (10) working days.
 - 11.3 Back order procedures: Back orders are acceptable; however, the ordering shop shall be appraised at time of original orders as to the expected delay in delivery.
 - 11.4 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.
 - 11.4.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.
 - 11.4.2 Parts Return: Within 12 months of the invoice date, the State is to be allowed to return new parts with full refund, less actual shipping charges. Cores returned within 12 months of original invoice date will receive full core credit. Returned parts will be in new, resalable condition. Refund will be in the form of a credit/invoice credited to the SOA account with the vendor.
 - 11.4.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

INSTRUCTIONS TO BIDDERS:

12.0 **INVITATION TO BID (ITB) REVIEW:**

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments

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concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

13.0 BID FORMS:

Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

14.0 SUBMITTING BIDS:

Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address

Department of Transportation & Public Facilities
HQ State Equipment Fleet
5420 Dr. Martin Luther King Jr. Avenue
Anchorage, AK 99507
ITB No.: 2217 Opening Date: November 29, 2019

15.0 PRICES:

The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;

"Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;

Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;

Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.

Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

16.0 VENDOR TAX ID NUMBER:

If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

17.0 FILING A PROTEST:

A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

18.0 AUTHORITY:

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

19.0 COMPLIANCE:

In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

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20.0 SUITABLE MATERIALS, ETC.:

Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

21.0 SPECIFICATIONS:

Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

22.0 FIRM OFFER:

For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

23.0 EXTENSION OF PRICES:

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

24.0 BID PREPARATION COSTS:

The State is not liable for any costs incurred by the bidder in bid preparation.

25.0 CONSOLIDATION OF AWARDS:

Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.

26.0 CONTRACT FUNDING:

Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

27.0 CONFLICT OF INTEREST:

An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

28.0 ASSIGNMENT(S):

Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

29.0 SUBCONTRACTOR(S):

Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

30.0 FORCE MAJEURE:

(Impossibility to perform): The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

31.0 LATE BIDS:

Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

32.0 CONTRACT EXTENSION:

Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

33.0 DEFAULT:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

34.0 DISPUTES:

If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

35.0 CONSUMER ELECTRICAL PRODUCT:

AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

36.0 SEVERABILITY:

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

37.0 GOVERNING LAW; FORUM SELECTION:

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

38.0 NEW EQUIPMENT:

Equipment and components offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment and components delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

39.0 ACCESSORIES:

When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the state that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the state will cause the state to consider the bid non-responsive and reject the bid.

40.0 BRAND SPECIFIC:

Certain items may be designated brand specific. When an item is so designated no substitutions for the brand and model specified will be allowed.

41.0 INSPECTION:

Equipment offered for lease may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

42.0 ALTERATIONS:

The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting officer.

43.0 DISCONTINUED ITEMS:

In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

44.0 ITEM UPGRADES:

The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

45.0 DELIVERY TIME:

The elapsed time between the time the state places an order and the time that order is actually shipped from the contractor's place of business must be entered in space provided under "Bid Schedule". This processing time is to remain constant throughout the life of the contract(s).

46.0 DELIVERY CONFIRMATION:

Bidders must obtain a confirmation from the manufacturer that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates. A copy of the manufacturer's confirmation may be included with the bid or submitted within 10 days of the state's request. The bidder's failure to provide the manufacturers confirmation as required will cause the state to consider the bid non-responsive and reject the bid.

47.0 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED:

Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

48.0 CONTINUING OBLIGATION OF CONTRACTOR:

Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

49.0 ESTIMATED QUANTITIES:

The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

50.0 SERVICE CHARGES:

Regardless whether the contractor repairs equipment on-site or off-site, the state will not be liable for any charges associated with the repair of broken equipment, including, but not limited to, unhooking, disassembly, packaging, crating, repair, transportation, replacement, reassembly, or rewiring.

51.0 PARTS:

Only parts designed for the purpose they are being used, and warranted as new, may be used in the repair of state equipment.

52.0 COMPLETION OF SERVICE:

The service will not be complete and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications.

53.0 SERVICE TECHNICIAN QUALIFICATIONS:

Bidders must provide evidence that the person performing the service work is a manufacturer's authorized service technician; or, the bidder may provide evidence that they have contracted with a manufacturer's authorized service technician to perform the service work.

Acceptable evidence of the service technician's competence may take the form of a letter or certificate, signed by an authorized officer of the manufacturer, that the service technician has been trained and authorized by the manufacturer to provide manufacturer's authorized warranty service.

The bidder's failure to provide the evidence mentioned above, within the time required by the state, may cause the state to consider the bid non-responsive and reject the bid.

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54.0 WORKMANSHIP & MATERIALS:

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The state will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

55.0 CONTRACT CANCELLATION:

The state reserves the right to cancel the contract at its convenience upon 30 calendar day's written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

56.0 METHOD OF AWARD:

DOT/PF is required by law to award "to the lowest responsible and responsive bidder whose bid conforms in all MATERIAL respects to the requirements and criteria set out in the invitation to bid." AS 36.30.170.

All specifications in this ITB are important and bidders should carefully address each item. Deviation from a specification MAY result in rejection of a bid at the discretion of the Contracting Officer if the deviation is material. A material deviation is one that is significantly different from an essential aspect of a specification.

The Contracting Officer may be justified in accepting a non-material deviation - it will be determined upon the facts, circumstances, and the proposal in the bid. If a bid deviation has a negligible effect on price, quality, performance, delivery or contract conditions, it is not material and may be waived or corrected by the Contracting Officer. The State reserves the right to waive minor informalities or technical defects, which are not material, when such waiver is in the best interest of the State.

Nothing in this section shall be construed as depriving the State of its discretion in the matter of determining the lowest responsible bidder.

A Notice of Intent to Award (ITA) will be issued for all solicitations in accordance with regulations. The notice of intent to award does not constitute a formal award of a contract. Formal award is achieved through execution of the "Offer and Contract Award" section of the Invitation to Bid.

57.0 CONTRACTOR SELECTION PROCESS:

If multiple contracts are awarded and established this selection process will be used. When an agency needs security services the lowest contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For instance, if a there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

SPECIAL CONDITIONS:

58.0 ORDER DOCUMENTS:

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

59.0 BILLING INSTRUCTIONS:

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

60.0 CONTINUING OBLIGATION OF CONTRACTOR:

Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

PREFERENCES:

61.0 ALASKA BIDDER PREFERENCE:

Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at

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the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

62.0 ALASKA VETERAN PREFERENCE:

If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

63.0 USE OF LOCAL FOREST PRODUCTS:

In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

64.0 LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

65.0 ALASKA PRODUCT PREFERENCE:

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

66.0 EMPLOYMENT PROGRAM PREFERENCE:

If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

67.0 ALASKANS WITH DISABILITIES PREFERENCE:

If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

68.0 PREFERENCE QUALIFICATION LETTER:

Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened, and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

MANDATORY CONTRACT TERMS:

69.0 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or

A sworn and notarized affidavit that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

70.0 ALASKA BIDDER PREFERENCE:

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- holds a current Alaska business license at the time designated for bid opening;
- submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

If a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

(*) Alaska Bidder Preference Affidavit

In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

71.0 BIDDERS WITH DISABILITIES:

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Division of Transportation at one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: 907.269.0793

Fax: 907.269.0801

TDD: 907.269.0713

COMPLIANCE WITH ADA:

By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

72.0 PREFERENCE QUALIFICATION:

In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

73.0 CONTRACT PERFORMANCE LOCATION:

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

74.0 HUMAN TRAFFICKING:

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract

75.0 NOTICE OF INTENT TO AWARD:

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

76.0 PAYMENT FOR STATE PURCHASES:

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the

unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

77.0 CONTRACT ADMINISTRATION:

The administration of this contract is the responsibility of State Equipment Fleet, Contracting Officer, Department of Transportation.

78.0 SHIPPING DAMAGE:

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

79.0 INDEMNIFICATION:

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

80.0 INSURANCE:

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsive and to reject the bid.

81.0 BRAND AND MODEL OFFERED:

Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the state to consider the offer non-responsive and reject the bid.

82.0 ANNOTATED LITERATURE:

Bidders must annotate their product literature to identify for the state the location of the supporting information

regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

83.0 SUPPORTING INFORMATION:

The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

84.0 FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

85.0 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE:

By signature of the bid and by checking the Agricultural and Fisheries Product Preference box beneath each line item, the bidder certifies that the product offered meets the requirements of AS 36.15.050 and is entitled to a preference in accordance with the provisions of that statute.

86.0 ALASKA PRODUCT PREFERENCE:

Bidders who offer products which have received certification by the Department of Commerce and Economic Development and that are listed in the current published edition of the "Alaska Products Preference List" will receive this preference. In order to qualify for the Alaska Product Preference, a bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or regulations that allow for product exchanges/substitutions, or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

Class I products receive a three percent preference.

Class II products receive a five percent preference.

Class III products receive a seven percent preference.

Bidders must check the correct preference box beneath each line item. When the bids are evaluated, the preference percentage will be deducted from the bid price. If a bidder fails to check one of the product preference boxes, no preference will be given.

87.0 NONDISCLOSURE AND CONFIDENTIALITY:

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to:

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technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SPECIFICATION

100.0 GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the manufacturer's latest current production model and design, Police Vehicles.

Referenced Standards:

The unit provided is required to meet all current federal and state regulations such as, but not limited to, EPA emissions, FMVSS, and CFR.

Certain ISO, SAE, and other consensus standards may be referenced in this specification. Unless otherwise specified, the latest version of each standard is to be understood. Such standards apply to this specification whether or not they are required by statutes or administrative law.

Standard Components:

All components and accessories advertised in the manufacturer's current model year brochure and specifications as standard, unless superseded by these specifications, shall be provided with the unit.

Necessary Components:

Contractors shall provide any components, hardware, or part necessary for proper assembly, installation, and operation even though that item(s) is not specifically described in the bid specifications. This includes all fittings, couplers, brackets, adapters, etc. Bidders shall include the cost of such components, hardware, and parts in the bid price.

Documentation Required:

A basic manufacturer's product brochure describing the Police Vehicles are to be provided with your bid package. Specifications marked with an asterisk (*) require supporting documentation in the form of a product brochure, manufacturer's technical data sheet, or a letter of clarification which indicates specifically what the bidder intends to supply in regard to said items and/or how specifications will be met. In order to help prevent technical errors, following each asterisked item is space that may be used to address the asterisked items. It is required that a letter of clarification or the space behind the asterisked items be used to supply the required information.

LOT 1

UNIT TYPE: *Ford Explorer, AWD, Police Interceptor*

APPLICATION: To be used by the Alaska State Troopers in pursuit as well as patrol duties. Weather variance from plus 100 degrees to minus 50 degrees Fahrenheit.

1.0 Engine: Gas, 3.3L V6

1.1 Gas, 3.0L Ecoboost V6 (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):

1.2 Engine hour meter and hour idle meter

2.0 Transmission: 10-speed Automatic

3.0 Full time intelligent all-wheel drive

4.0 Starting Aids:

4.1 Engine Block Heater

5.0 Independent front and rear suspensions

6.0 Brakes: 4-wheel heavy duty disc with police calibrated Anti-Lock Brake System. ~~and police calibrated high performance Regenerative Braking System.~~ (Per Amendment 1)

7.0 Tires: Tires shall have a speed rating of V (149mph) or higher, with matching, full size spare tire and wheel securely mounted.

SECTION II
SPECIFICATION

- 7.1 Individual tire pressure monitoring system
- 8.0 Body:
 - 8.1 Four (4) Doors
 - 8.2 Wheel base: 119.1 Inches
 - 8.3 Overall Length: 198.8 Inches
 - 8.4 Front license plate bracket
 - 8.5 Locking glove box
 - 8.6 Glass: Solar-tinted first row and privacy glass 2nd row and rear cargo area
 - 8.7 OEM Skid Plate Package
 - 8.8 Vinyl flooring, with removable floor mats
 - 8.9 Cruise Control
 - 8.10 Tilt Steering wheel
 - 8.11 Power windows
 - 8.11.1 Rear windows controlled by driver only
 - 8.12 Dual –zone electronic automatic temperature control
 - 8.13 Rear window defroster
 - 8.14 AM/FM stereo with Bluetooth and USB port
 - 8.15 Reverse sensing system
 - 8.16 12 Volt power point
 - 8.17 DC/DC converter, 220 amp
 - 8.18 Police Perimeter Alert (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
 - 8.19 Rear View Camera with washer
 - 8.20 Rear camera activation on demand (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
 - 8.21 Power heated side view mirrors
 - 8.22 Recovery Hooks, 2 in front and 2 in rear
 - 8.23 Trailer Towing Package with class III hitch
 - 8.24 Supplemental restraint system for both driver and right front passenger
 - 8.25 Seating: 5-passenger (including driver)

SECTION II SPECIFICATION

- 8.25.1 Driver's seat heavy duty cloth bucket seat with 6-way power and manual lumbar
- 8.25.2 Front passenger seat heavy duty cloth bucket seat
- 8.25.3 Steel intrusion plates in both front seat backs
- 8.25.4 11" space between driver's seat and front passenger seat for aftermarket console
 - 8.25.4.1 Front console mounting plate
- 8.25.5 Vinyl rear split bench seat
- 8.25.6 Interior color to be black
- 8.26 Keys and Door Locks:
 - 8.26.1 OEM power door locks with master control for all doors installed in driver's door
 - 8.26.2 Rear handles and locks to be inoperable
 - 8.26.3 All cars and locks to be keyed alike for ignition, doors and trunk. To include four (4) keys with each unit
 - 8.26.4 Remote Keyless-Entry key fob
- 8.27 Hood:
 - 8.27.1 To have double safety latch with hood release inside car
 - 8.27.2 To have under hood light controlled by a mercury switch
 - 8.27.3 Hood to be non-reflective flat black vinyl wrapped, paint is not acceptable.
(OPTIONAL ITEM PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
- 9.0 Lighting:
 - 9.1 All interior lights and factory warning buzzers, such as: HEADLAMPS ON, SEAT BELT NOT FASTENED, KEY IN IGNITION, DOOR OPEN, DOOR AJAR, etc. to be deactivated OEM.
 - 9.2 Headlights to have shatterproof type lens or have protective shatterproof covers
 - 9.3 Front head lamp, automatic on/off with LED low and high beams
 - 9.4 Head lamps to have wig-wag functionality
 - 9.5 Rear tail lights LED
 - 9.6 Spot Lamp with LED bulb too be mounted in left-hand pillar post.
 - 9.6.1 To be independent of ignition on separate 20 amp fused circuit.
 - 9.7 Red/White Dome Lamp –first row
 - 9.8 Dark car feature - Ability to disable all interior and exterior automatic lighting OEM
 - 9.9 Dash pass-through for aftermarket wiring
- 10.0 Miscellaneous:
 - 10.1 Paint to be Oxford White
 - 10.1.1 Optional exterior color other than white **(OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):**
 - 10.2 Tool Kit: To be equipped with wheel wrench and jack
 - 10.3 OEM Ballistic Door Panels, Driver Only **(OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):**

SECTION II
SPECIFICATION

- 10.4 Ballistic Door Panels, Driver and Front Passenger, (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):

LOT 2

UNIT TYPE: **Ford Expedition, 4x4, Special Service Package**

APPLICATION: To be used by the Alaska State Troopers on patrol duties. Weather variance from plus 100 degrees to minus 50 degrees Fahrenheit.

- 1.0 Engine: Gas V6, 3.5L Eco Boost
- 2.0 Transmission: 10-speed Automatic
- 3.0 Full time intelligent all-wheel/4 wheel drive
- 4.0 Starting Aids:
 - 4.1 Engine Block Heater
- 5.0 Brakes: 4-wheel disc brakes with anti-lock brake system
- 6.0 Tires: All season radial tires with a full size spare securely mounted on/in the unit (roof mounted is not acceptable)
 - 6.1 Individual Tire Pressure Monitoring System
- 7.0 Body:
 - 7.1 Four (4) Doors
 - 7.2 Wheel base: 122.5 Inches
 - 7.3 Overall Length: 210 Inches
 - 7.4 Front license plate bracket
 - 7.5 Privacy Glass 2nd row and cargo area
 - 7.6 Skid Plate Package
 - 7.7 Vinyl flooring, with removable floor mats
 - 7.8 Cruise Control and Tilt Steering
 - 7.9 Power windows and door locks
 - 7.9.1 Rear windows controlled by driver only
 - 7.10 AM/FM Stereo with Bluetooth and USB port
 - 7.11 Rear View Camera with Backup Assist grid lines and washer
 - 7.12 Side-view power heated mirrors with Security Approach lamps and integrated blind spot mirrors
 - 7.13 Perimeter Alarm
 - 7.14 Tow Hooks
 - 7.15 Trailer Towing Package with Class IV Hitch
 - 7.16 Supplemental restraint system for both driver and right front passenger
 - 7.17 Seating: 5-passenger (including driver)
 - 7.17.1 Front bucket seats with no console, cloth only
 - 7.17.1.1 6 way power driver's seat with power lumbar

SECTION II
SPECIFICATION

- 7.17.2 Vinyl rear bench seat
- 7.17.3 3rd row 60/40 vinyl seat (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
- 7.17.4 2nd row 40/20/40 cloth seat (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
- 7.17.5 Interior color to be dark grey or black
- 7.18 Keys and Door Locks:
 - 7.18.1 OEM power door locks with master control for all doors installed in driver's door.
 - 7.18.2 Inoperable rear door handles and locks
 - 7.18.3 To include four (4) keys with each unit.
 - 7.18.4 Remote keyless-entry key fobs (2) each
- 7.19 Hood:
 - 7.19.1 To have double safety latch with hood release inside car.
 - 7.19.2 To have under hood light controlled by a mercury switch.
 - 10.4.1 Hood to be non-reflective flat black vinyl wrapped, paint is not acceptable. (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
- 8.0 Lighting:
 - 8.1 All interior lights and factory warning buzzers, such as: HEADLAMPS ON, SEAT BELT NOT FASTENED, KEY IN IGNITION, DOOR OPEN, DOOR AJAR, etc. to be deactivated OEM.
 - 8.2 Headlights to have shatterproof type lens or have protective shatterproof covers
 - 8.3 Front head lamp, automatic on/off with LED low and high beams
 - 8.4 Daytime running lights (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
 - 8.5 Red/White Dome Lamp in cargo area
 - 8.6 Dark car feature – Ability to disable all interior and exterior automatic lighting
 - 8.7 Dash pass-through for aftermarket wiring
 - 8.8 Spot Lamp – Incandescent Bulb: To be mounted in left-hand pillar post. To be independent of ignition on separate 20 amp fused circuit. (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
- 9.0 Miscellaneous:
 - 9.1 Paint to be Oxford White
 - 9.2 Optional exterior color (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
 - 9.3 Tool Kit: To be equipped with wheel wrench and jack.

LOT 3

UNIT TYPE: *Ford F-150 Police Responder*

APPLICATION: To be used by the Alaska State Troopers in pursuit as well as patrol duties. Weather variance from plus 100 degrees to minus 50 degrees Fahrenheit.

- 1.0 Engine: Gas 3.5L Eco Boost V6
- 2.0 Transmission: Electronic 10 speed automatic
- 3.0 Starting Aids:
 - 3.1 Engine Block Heater
- 4.0 Brakes: To include anti-lock braking system and limited slip differential
- 5.0 Tires: Five (5) each, LT275/65R18 pursuit rated tires with spare tire and wheel securely mounted in rear
- 6.0 Body:
 - 6.1 Four (4) Doors
 - 6.2 Wheel base: 145"
 - 6.3 Overall Length: 231.9"
 - 6.4 Front license plate bracket
 - 6.5 Rear Privacy glass (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
 - 6.6 To include heavy duty insulated black rubber matting on full floor area including front and back of passenger areas.
 - 6.7 Cruise Control & Tilt Steering OEM
 - 6.8 Reverse Sensing (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
 - 6.9 Back Up Alarm (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
 - 6.10 Power windows and door locks
 - 6.10.1 Rear door windows controlled by driver only, switch delete
 - 6.10.2 Sliding Rear Window (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
 - 6.10.3 Rear Window defroster (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
 - 6.10.4 Rear Window defroster w/slider window (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
 - 6.11 AM/FM Stereo with Bluetooth and USB port
 - 6.12 Rear view Camera
 - 6.13 Side-view power heated mirrors
 - 6.14 Tow Hooks
 - 6.15 Trailer Towing Package with Class IV Hitch
 - 6.16 Trailer brake controller (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):

SECTION II
SPECIFICATION

- 6.17 Power trailer towing mirrors (no heat) (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
- 6.18 Seating: 5 passenger (including driver)
 - 6.18.1 40/Blank/40 front seats with Police grade heavy-duty cloth
 - 6.18.2 Vinyl rear bench seat
 - 6.18.3 Driver's seat to be 8-way power adjustable
 - 6.18.4 Power Passenger seat (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
 - 6.18.5 Interior color to be dark grey
- 6.19 Keys and Door Locks:
 - 6.19.1 OEM power door locks with master control for all doors installed in driver's door
 - 6.19.2 Rear handles to be inoperable with locks inoperable
 - 6.19.2.1 All rear seat area interior door handles to be removed and holes securely covered in a manner to match the interior. Rear doors must open from exterior only. Place the loose hardware and handles in the trunk for shipment with the vehicle
 - 6.19.3 To include four (4) keys with each unit
 - 6.19.4 Remote keyless-entry key fob
- 6.20 Hood:
 - 6.20.1 To have double safety latch with hood release inside car
 - 6.20.2 To have under hood light controlled by a mercury switch
 - 6.20.3 Hood to be non-reflective flat black vinyl wrapped, paint is not acceptable. (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
- 7.0 Lighting:
 - 7.1 All interior lights and factory warning buzzers, such as: HEADLAMPS ON, SEAT BELT NOT FASTENED, KEY IN IGNITION, DOOR OPEN, DOOR AJAR, etc. to be deactivated OEM
 - 7.2 Headlights to have shatterproof type lens or have protective shatterproof covers
 - 7.3 Front head lamps, automatic on/off with LED low and high beams
 - 7.4 LED Rear tail lamps
 - 7.5 Spot Lamp: to be mounted in left-hand pillar post. To be independent of ignition on separate 20 amp fused circuit (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
 - 7.6 Dome light OEM
 - 7.7 Dark car feature – Ability to disable all interior and exterior automatic lights
 - 7.8 Daytime running lights (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
- 8.0 Miscellaneous:
 - 8.1 Paint to be Oxford White
 - 8.2 Tool Kit: To be equipped with wheel wrench and jack
 - 8.3 Pickup bed extender (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):

SECTION II
SPECIFICATION

- 8.4 Pickup box steps (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):
- 8.5 Tailgate Step (OPTIONAL ITEM – PRICING IS REQUIRED. REFER TO THE BID PRICE SCHEDULE):

SECTION III
BID SCHEDULE

BID SCHEDULE INSTRUCTIONS:

All bids must include both unit pricing and extensions and be otherwise complete in the format requested.

DELIVERY: Indicate, in the space(s) provided, the time required to make delivery after the receipt of an order (ARO). Failure to make an entry in the space(s) provided will be construed as an offer to deliver within "Required Delivery" NUMBER of calendar days ARO. Bids which specify deliveries in excess of "Required Delivery" NUMBER of calendar days ARO will be considered non-responsive and the bid(s) will be rejected.

The materials, equipment or services bid will conform to and meet the requirements of the Contract Bid Documents and are hereby incorporated into this document:

Complete the attached bid price sheets and return with other bid documents as required in Section I – Standard Terms and Conditions.

SECTION III
BID SCHEDULE

LOT 1

Item #	Unit	Description	Total Amount
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1	ea.	Ford Explorer, AWD, Police Interceptor w Gas 3.3L V6	\$
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OPTIONAL ITEMS- PRICING REQUIRED

1.1		Gas 3.0L V6 Ecoboost	\$
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8.18		Police Perimeter Alert	\$
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8.20		Rear Camera activation on demand	\$
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8.27.3		Flat black hood	\$
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10.1.1		Optional Exterior paint color	\$
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10.3		Driver only ballistic door panels	\$
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10.4		Driver and front passenger ballistic door panels	\$
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Total Price for Lot 1 \$

The actual F.O.B. point for all items purchased under this contract is Anchorage, Alaska

Required Delivery: Maximum **180 days** after receipt of order (ARO)

Offered Delivered Time: Days ARO

SECTION III
BID SCHEDULE

LOT 2

Item #	Unit	Description	Total Amount
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1	ea.	Ford Expedition, 4X4, Special Service Package	\$
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OPTIONAL ITEMS- PRICING REQUIRED

7.17.3		3 rd row 60/40 vinyl seat	\$
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7.17.4		2 nd row 40/20/40 cloth seat	\$
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7.19.3		Flat black hood	\$
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8.4		Daytime running lights	\$
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8.8		Spot Lamp	\$
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9.2		Optional Exterior paint color	\$
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Total Price for Lot 2 \$

The actual F.O.B. point for all items purchased under this contract is Anchorage, Alaska

Required Delivery: Maximum **180 days** after receipt of order (ARO)

Offered Delivered Time: Days ARO

SECTION III
BID SCHEDULE

LOT 3

Item #	Unit	Description	Total Amount
1	ea.	Ford F150 Police Responder	\$36,222

OPTIONAL ITEMS- PRICING REQUIRED

6.5		Rear privacy glass	\$100
6.8		Reverse Sensing	\$275
6.9		Back up alarm	\$
6.10.2		Sliding rear window	\$
6.10.3		Rear window defroster	\$125
6.10.4		Sliding rear window with defroster	\$
6.16		Trailer brake controller	\$275
6.17		Power trailer towing mirrors	\$395
6.18.4		Power passenger seat	\$295
6.20.3		Flat black hood	\$
7.5		Spot Lamp	\$425
7.8		Daytime running lights	\$45
8.3		Pickup bed extender	\$
8.4		Pickup box steps	\$
8.5		Tailgate step	\$375
8.6		Running boards	\$250

Total Price for Lot 3 \$38782

Total Price for Award Purposes \$

The actual F.O.B. point for all items purchased under this contract is Anchorage, Alaska

Required Delivery: Maximum **180 days** after receipt of order (ARO)

Offered Delivered Time: Days ARO

THIS IS NOT AN ORDER

SEALED BIDS MUST BE SUBMITTED TO THE STATE EQUIPMENT FLEET PRIOR TO BID OPENING AT WHICH THEY WILL BE PUBLICLY OPENED.

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

(1) The bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:

- a canceled check for the business license fee;
- a copy of the business license application with a receipt date stamp from the State's business license office;
- a receipt from the State's business license office for the license fee;
- a copy of the bidder's valid business license;
- a sworn notarized affidavit that the bidder has applied and paid for a business license;

(2) The price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:

- the laws of the State of Alaska;
- the applicable portion of the Federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government;
- All terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the State will reject the bid. If a bidder fails to comply with (2) of this paragraph, the State may reject the bid, terminate the contract, or consider the contractor in default. Bids must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive.

If a contract award is made by the State of Alaska, the undersigned offers and agrees to furnish materials, equipment and services in compliance with all terms and conditions specified in ITB/Contract. Submittal of this document with authorized signature constitutes full understanding and a promise to comply with all specifications, terms and conditions of ITB/Contract.

TO BE COMPLETED BY BIDDER:		
COMPANY SUBMITTING BID <hr/>	ADDRESS	ALASKA BUSINESS LICENSE NO:
AUTHORIZED SIGNATURE	CITY, STATE, ZIP	DOES YOUR BUSINESS QUALIFY FOR PREFERENCES?
PRINTED NAME	PHONE/FAX	<input type="checkbox"/> YES <input type="checkbox"/> NO
DATE	E-MAIL ADDRESS	DOES YOUR BUSINESS QUALIFY FOR THE VETERANS PREFERENCES?
		<input type="checkbox"/> YES <input type="checkbox"/> NO

Revised 03/14/2012

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

City of North Pole
Director of City Services

Memo

To: City Council
From: Bill Butler
Date: December 23, 2019
Subject: Recommendation to accept Pollen Environmental LLC's 2020 Wastewater Compliance Monitoring professional services proposal

Recommendation

Accept the following Pollen Environmental, LLC laboratory and consulting professional services proposal:

- Routine monitoring—Personnel\$16,830.00
- Routine monitoring—Laboratory\$7,870.00
- Waste Water Compliance Monitoring proposal (IPP Monitoring).....\$64,341.50
- Laboratory contingencies.....\$10,000.00
- Personnel contingencies.....\$1,000.00
- Total\$99,591.50

Background

Pollen Environmental, LLC, a spinoff of NTL, provides quality and reliable water and wastewater sampling and laboratory services for the City of North Pole. Pollen Environmental annually provides the Utility Department with third-party wastewater sampling and laboratory analysis. These third-party services provide a check on the Utility and its dischargers.

The three industrial discharges in North Pole (Marathon, GVEA and Petro Star) reimburse the Utility for the majority of the laboratory and monitoring expenses. (Waste Water Compliance Monitoring--\$64,341.50.) The costs are charged back to the industrial discharges because the Utility only must conduct these laboratory tests and monitoring because the industries discharge to the public wastewater treatment system and are authorized by Industrial Pretreatment Program (IPP) permits issued by the Utility. The Utility also must conduct laboratory sampling and analysis for its Alaska Pollutant Discharge Elimination System wastewater permit separate from the sampling and laboratory testing associated with the industrial dischargers. These charges are operational expenses and paid from utility customer revenue. The sampling budget has been declining since 2016 when the Utility began do some internal sampling and laboratory testing that did not require specialized external laboratory testing equipment. The 2020 Pollen

Environmental budget represents an increase of \$6,000 over the 2019 budget only because of the additional funding added for laboratory contingencies. The Utility will only be charged for these costs if the Utility requests additional sampling.

Pollen Environmental LLC's 2020 professional service proposal is attached.



**PROPOSAL TO CONDUCT WASTEWATER COMPLIANCE
MONITORING FOR THE CITY OF NORTH POLE**

Per APDES Permit # AK 002139-3

2020

Prepared for:

**The City of North Pole.
125 Snowman Lane
North Pole, Alaska 99705-7708**

Attention: Paul Trissell, Utilities Supervisor

Jerod E. Pollen, President, Pollen Environmental, LLC

December 19, 2019

1.0 INTRODUCTION

1.1 Objectives

The objectives of this proposal are:

1. To continue to provide the City of North Pole (CONP) wastewater system managers and operators with an effective and reliable system to maintain compliance with the monitoring requirements of the Alaska Department of Environmental Conservation (ADEC) Alaska Pollutant Discharge Elimination System (APDES) Wastewater Disposal Permit #002139-3.
2. To provide an effective quality assurance monitoring program to ensure that categorical industrial user (CIU) wastewater discharges do not adversely impact the operation or performance of the CONP wastewater treatment plant.

1.2 2017 Monitoring Schedule and Permit Modifications

The CONP APDES permit was administratively extended by ADEC in May 2013. Until such time as a new APDES permit is issued, the provisions of the existing permit remain in effect. The monitoring schedule in this proposal is based on that schedule. When a new permit is issued the monitoring requirements should be reviewed and revised as necessary to accommodate the new permit requirements. A new permit may also necessitate modifications to the CONP industrial pretreatment program (IPP), which could impact the CONP IPP permits that have been issued to the three categorical industrial users served by the CONP wastewater collection system. That could impact the monitoring program in this proposal and revisions to this proposed budget may be required at that time.

2.0 SCOPE OF WORK

2.1 Tasks and Schedules

Wastewater Sample Management:

For the CONP wastewater lagoon system monitoring, Pollen Environmental, LLC (PE) proposes to provide the services of sample kit coordination, sample scheduling, sampling, regulatory coordination, shipment coordination, data review & validation, and reporting of data to required regulatory agencies. The routine monitoring program is presented in TABLE 1, and is described as follows:

Routine Daily, Weekly, and Monthly Monitoring

TABLE 1 presents the parameters to be sampled each week of the month and who will be responsible for their collection. CONP operators will collect the routine samples on the all but one week of each month. PE will collect the routine samples one week of each month. The routine sampling day for weekly samples will be Tuesday or Wednesday, and samples should be collected and delivered to Pollen Environmental in the morning unless previously scheduled with the laboratory. The routine samples and associated tests are:

1. Five days per week, Monday through Friday, the CONP operators will collect samples from the effluent sump and analyze them on site for pH, Temperature, Dissolved Oxygen, and Total Chlorine Residual.
2. The CONP operators will collect weekly samples from the influent, X-1, and the effluent for Chemical Oxygen Demand (COD) analysis and deliver them to PE. The COD samples will be used as indicators of potential high organic loading from CIU discharges. The CONP operators will also collect samples from the influent, X-1, X-2, and X-3 for Dissolved Oxygen, Conductivity, Temperature, and pH testing on site each Tuesday, except on the one week of each month in which PE collects our monthly set of samples.
3. The second week of each month, the CONP operators will also collect Biological Oxygen Demand (BOD₅) and Total Suspended Solids (TSS) samples as a composite from the influent autosampler. The effluent will also be sampled for BOD₅, TSS, Total Aqueous Hydrocarbons (TAQH), Total Aromatic Hydrocarbons (TAH), and Fecal Coliform bacteria.
4. One week (typically the first week) of each month, PE technicians will collect all of the samples listed in paragraphs 2 and 3 above, plus additional BOD₅, COD, and TSS samples from X-1, X-2, and X-3, and a CBOD₅ from the effluent. Sulfolane samples will also be collected from the influent, X-1, and the effluent. During the monthly site visit, the PE technicians will perform an onsite quality assurance review of the on-site testing instruments to verify precision and accuracy in those measurements.

Mixing Zone Monitoring

Twice per year PE will collect samples from the Tanana River at the CONP WWTP effluent mixing zone. The samples are collected from pre-designated seasonal sample points located downstream from the mixing zone and are analyzed for Fecal Coliform, Total Chlorine Residual, pH, and Dissolved Oxygen. The samples collected for Dissolved Oxygen, pH, and Total Chlorine Residual will be analyzed on site at the North Pole WWTP laboratory. During the summer sampling event (June-September) samples are collected from the summer mixing zone described as the area extending downstream from the end of the outfall line with a length of 9 meters and a maximum width of 2 meters. During the winter sampling event (October-May) samples are collected from the winter mixing zone described as the area extending downstream from the end of the outfall line with a length of 267 meters and a maximum width of 4 meters. For

scheduling, we plan to collect the winter samples in April or May depending on break up and flow through the mixing zone. Summer samples will be collected between June and August depending on weather conditions and flow through the mixing zone. The mixing zone sampling schedule may be adjusted if flow through the discharge zone is too low to allow representative samples to be collected.

POTW Monitoring Samples

Once per quarter, PE will collect samples from the influent autosampler and the effluent sump for total ammonia and hardness analysis. Also, during one quarter an effluent grab sample for oil and grease analysis will be collected. In addition to these permit compliance samples, PE will collect Publically Owned Treatment Works (POTW) samples, each comprised of three sets of influent and effluent samples collected in one week. The POTW samples will be collected from the influent auto-sampler and from the effluent sump for arsenic, chromium, copper, nickel, and selenium analysis.

Twice per year, additional influent and effluent POTW samples will be collected for cadmium, cyanide, lead, mercury, molybdenum, silver, zinc, and sulfolane. These additional samples must be collected once between January 1 and June 30 and once between July 1 and December 31, and are also comprised of three sets of samples collected in one week. We plan to sample the quarterly samples the second month of each quarter, and the semiannual samples in the second month of the first and third quarters of the year as shown in TABLE 1.

The POTW monitoring samples will also fulfill the APDES permit-required metals tests from the influent and effluent of the wastewater lagoon.

Biosolids Monitoring

Once during the summer, with the assistance of the CONP WWTP operators, PE will assist in the collection of biosolids samples from Cells 1 and 2 of the CONP wastewater treatment lagoon. The depth of the sludge will also be estimated in all four cells and a sample for total and volatile solids will be collected so the estimated volume of sludge on a dry weight basis can be calculated. A coring sampler will be used to collect a representative number of individual samples from the bottom of each cell, and combined into one composite sample for that cell. The four composite samples will then be transferred into appropriately preserved containers and kept cool during transport to PE's Fairbanks laboratory. The composite samples from Cells 1 and 2 will be analyzed for total metals (EPA 503 biosolids list), total nitrogen, total phosphorus, and total potassium. The composite samples from all four cells will be analyzed for percent total and volatile solids. PE will prepare and forward a report of the sampling event to the CONP.

If sampling of the stored inventory of dried biosolids at the WWTP is requested, we propose to use the laboratory budget contingency to cover that cost.

Expanded Effluent/Whole Effluent Toxicity Monitoring

In 2011, NTL completed all of the sampling requirements for Whole Effluent Toxicity (WET) monitoring as required by Section I.B and Section I.C of the current APDES permit. No additional WET or “expanded effluent monitoring” is presently required under the administratively extended APDES permit. In 2016, Stantec had Pollen Environmental analyze all 4 quarters of WET testing throughout the year.

Discharge Monitoring Reports

PE will prepare the APDES Discharge Monitoring Report (DMR) on or before the 10th of each month and enter the required data into the NetDMR CDX system. An e-mail will be sent to the utility supervisor who will be responsible for the final review and electronic signature. Hard copies of the DMR and all associated paperwork will be provided to the CONP.

Annual IPP Report

The CONP will be responsible for the preparation of the annual IPP report required by section II.A.6 of the permit. PE will provide consulting services to the CONP on an as requested basis to assist with the preparation of the report and any associated on-site inspections.

2.2 Project Management

The Project manager will be Jerry Pollen, who will be responsible for the sample kit coordination, sample scheduling, sample collection, regulatory agency coordination, shipment of samples, data review & validation, and reporting of data to the required regulatory agencies for the CONP Waste Water treatment system. A PE supervisor will provide quality control review of laboratory data, weekly data collected by the CONP operators, and required reports transmitted to regulatory agencies by PE. Tamara Pollen will provide administrative services for the project.

3.0 PROJECT BUDGET

3.1 Compliance Monitoring Budget

The enclosed budget summary shows the services to be performed for the CONP wastewater treatment facility. The routine monitoring schedule for 2020 is the same as that used in 2019 with the exception of the estimated budget for PFAS screening. The Whole Effluent Toxicity and “expanded effluent testing” requirements of the current APDES permit cycle have been completed, so that line item does not require a budget allocation for 2020, unless the APDES permit is renewed and that requirement reinstated. The monitoring program has been divided into three sections for 2020: Routine Monitoring Personnel Allocations, Routine Permit-Required Monitoring Laboratory

Analysis, and IPP (Industrial Pretreatment Program) Monitoring and Laboratory Analysis. A description of each of these sections follows:

Routine Monitoring Personnel Budget:

The personnel budget includes the hours required to manage the wastewater compliance monitoring and for quality control of the analytical work. The discharge monitoring report budget is presented as a line item, and includes the hours and computer generated forms required to prepare the monthly reports required by the APDES permit.

Routine Laboratory Analysis Budget:

The laboratory budget includes the routine permit required influent and effluent monitoring including total hardness, ammonia and grease and oil. The routine monitoring budget also includes the mixing zone surface water monitoring.

IPP Monitoring and Laboratory Analysis Budget:

The following monitoring programs are included in the IPP services budget:

- Monthly Quality Assurance Monitoring – these are routine parameters that are being monitored as a consequence of the CONP being required to have an IPP program, including some that are being monitored more frequently than the minimum required by the discharge permit. The purpose of this additional sampling and testing is to monitor for unexpected discharges from the significant industrial users (SIU) with IPP permits that discharge to the CONP wastewater collection system, and that could potentially impact the ability to meet the discharge permit conditions.
- Publicly Owned Treatment Works (POTW) and Reduced POTW Monitoring
- Biosolids Monitoring

All IPP Monitoring and Laboratory Analysis services are invoiced back to the SIU dischargers by the CONP. Assistance with any IPP permit compliance issues and SIU monitoring events may be requested throughout the year by the CONP. These will be invoiced at the PE unit rates quoted in the enclosed budget, but are not specifically itemized in this budget proposal.

Any additional services requested from PE by the CONP will be billed at time plus direct expenses to the City of North Pole upon completion of each event. If requested by the CONP, PE will provide quotes for any additional services prior to the start of the project.

Personnel Contingency:

A \$1,000 contingency has been added to the personnel budget to accommodate non routine consultation services as requested during 2020.

Laboratory Budget Contingency:

Previously, a \$4,000 contingency has been added to allow for any re-sampling or any additional sampling events that may be requested by the CONP or required by the permitting authority during the year. Due to the PFAS monitoring, the laboratory contingency has been increased to \$10,000.

Invoicing:

All routine monitoring services on this project will be invoiced to the CONP once per month. Services associated with the IPP program will be separately itemized from the routine monitoring services so the CONP can invoice those back to the SIUs.

All quarterly, biannual, and annual sampling events, as well as any additional services requested from PE by the CONP will be billed at the rates quoted herein to the CONP upon completion of each event or at the end of the month, and if associated with the IPP program, will be so noted on the invoice.

IPP related services provided on request for permit compliance and monitoring for individual SIUs will be invoiced separately to the CONP. The work completed and the SIU IPP permit for which that work was performed will be specifically identified on the invoice so that it can be invoiced back to the SIU by the CONP.

3.2 Proposed Budget Conditions

The attached itemized budget is proposed as a not to exceed estimate without prior authorization by the CONP for the services indicated. As noted above, IPP permit specific work requested by the CONP will be invoiced on a time and expense basis. PE requests authorization to reallocate budget amounts to different work elements in order to meet the project objectives as long as the estimated budget total is not exceeded. If the APDES permit is reissued during 2020 and the monitoring requirements under the new permit are significantly different than those in the current permit, then we will prepare a proposed budget amendment to address the revised monitoring requirements.



CITY OF NORTH POLE WASTEWATER COMPLIANCE MONITORING 2020 BUDGET SUMMARY

CONP WWTP MONITORING 2020 BUDGET SUMMARY	
Routine Monitoring Personnel Budget	\$16,380.00
Routine Permit-Required Laboratory Analysis Budget	\$7,870.00
IPP Monitoring and Laboratory Analysis Budget	\$64,341.50
Laboratory Contingency	\$10,000.00
Personnel Contingency	\$1,000.00
TOTAL PROPOSED BUDGET:	\$99,591.50

ROUTINE MONITORING PERSONNEL ALLOCATIONS:

WWTP Sampling, One Week of Each Month:

		Rate	Quantity	Total
Jerod Pollen	hour	150.00	4.0	600.00
Vehicle Mileage	mile	0.90	25.0	22.50
Estimated Monthly Personnel Budget:				\$622.50

Project Quality Assurance and Administrative Services:

		Rate	Quantity	Total
Pollen Environmental Lab Supervisor	hour	125.00	1.0	125.00
Tamara Pollen, Administrative	hour	90.00	2.0	180.00
Estimated Monthly Quality Assurance Budget:				\$305.00

Discharge Monitoring Reports:

		Rate	Quantity	Total
Jerod Pollen	hour	150.00	2.5	375.00
PE Lab Supervisor QC Review	hour	125.00	0.5	62.50
Estimated DMR Report Budget/Month:				\$437.50

TOTAL ROUTINE MONITORING PERSONNEL BUDGET:	\$16,380.00
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ROUTINE PERMIT-REQUIRED MONITORING LABORATORY ANALYSIS:

Monthly Regulated Monitoring:

Parameter:	Unit Rate	Quantity	Total
Biological Oxygen Demand (BOD)	65.00	4.0	260.00
Fecal Coliform Bacteria	60.00	2.0	120.00
Total Suspended Solids (TSS)	40.00	4.0	160.00
Estimated Monthly Analysis Budget:			\$540.00

Total Monthly Analysis Budget (12 Months):	\$6,480.00
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Mixing Zone Quality Assurance Monitoring:

Laboratory Analyses	Unit Rate	Quantity	Total
Fecal Coliform SM9222D	60.00	2.00	120.00
Total, Analyses			\$120.00

Sample Collection and Data Reporting	Unit Rate	Quantity	Amount
Project Management & Sampling, hour	150.00	2.0	300.00
Administrative, Hour	90.00	0.5	45.00
Mileage/mile	0.90	25.0	22.50
Subtotal, Personnel & Materials			\$367.50
Subtotal Mixing Zone Sampling/Event:			\$487.50
Total Annual Mixing Zone Sample (2 Events/Yr):			\$975.00

Quarterly, Bi-Annual, and Annual Quality Assurance Monitoring:

Parameter*:	Unit Rate	Quantity	Total
Total Hardness(CaCO3)	45.00	4.0	180.00
Ammonia (as N)	40.00	4.0	160.00
Oil and Grease	75.00	1.0	75.00
Total Estimated Qtr, Bi-Annual, Annual Analysis Budget			\$415.00

* Metals and cyanide analysis are completed as part of the POTW sampling program

TOTAL ROUTINE MONITORING ANNUAL LABORATORY ANALYSIS BUDGET:	\$7,870.00
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IPP MONITORING AND LABORATORY ANALYSIS:

Monthly Quality Assurance Monitoring:

Parameter:	Unit Rate	Quantity	Total
Biological Oxygen Demand (BOD)	65.00	3.0	195.00
BOD/Carbonaceous	75.00	1.0	75.00
Sulfolane	225.00	3.0	675.00
Total Aqueous Hydrocarbons (TAqH)	275.00	2.0	550.00
Total Aromatic Hydrocarbons (TAH)	225.00	2.0	450.00
Travel Blank (TAH)	0.00	2.0	0.00
Total Suspended Solids (TSS)	40.00	3.0	120.00
*Chemical Oxygen Demand (COD)	65.00	14.0 (4 Weeks)	910.00
*Chemical Oxygen Demand (COD)	65.00	17.0 (5 Weeks)	1105.00
Subtotal Monthly Analysis Budget: 4 Week Months			\$2,975.00
Subtotal Monthly Analysis Budget: 5 Week Months			\$3,170.00
Total Monthly Analysis Budget: 4 Week Months (Jan, Feb, Apr, May, Jul, Aug, Oct, Nov)		8	\$23,800.00
Total Monthly Analysis Budget: 5 Week Months (Mar, June, Sept, Dec)		4	\$12,680.00

Publically Owned Treatment Works (POTW) Monitoring:

Parameter:	Unit Rate	Quantity	Total
Metals (As, Cd, Cr, Cu, Pb, Ni, Mo, Se, Ag, Zn)	270.00	6.0	
Mercury	31.50	6.0	

Cyanide	54.00	6.0	
Subtotal, Analyses	355.50	6.0	\$2,133.00

Sample Collection and Data Reporting	Unit Rate	Quantity	Amount
Project Management & Sampling, hour	150.00	48.0	7200.00
PE Lab Supervisor QC Review	125.00	1.0	125.00
Administrative, Hour	90.00	0.5	45.00
Mileage/mile	0.90	450.0	405.00
Subtotal, Personnel & Materials			\$7,775.00
Subtotal POTW Monitoring Budget/Event:			\$9,908.00
Total Annual POTW Monitoring Budget (2 Events/Yr):			\$19,816.00

Reduced Publically Owned Treatment Works (POTW) Monitoring:

Laboratory Analyses	Unit Rate	Quantity	Total
Metals (As, Cr, Cu, Ni, Se)	135.00	6.0	
Total, Analyses	135.00	6.0	\$810.00

Sample Collection and Data Reporting	Unit Rate	Quantity	Amount
Project Management & Sampling, hour	150.00	12.0	1800.00
PE Lab Supervisor QC Review	125.00	1.0	125.00
Administrative, Hour	90.00	0.5	45.00
Mileage/mile	0.90	75.0	67.50
Subtotal, Personnel & Materials			\$2,037.50
Subtotal POTW Monitoring Budget/Event:			\$2,847.50
Total Annual POTW Monitoring Budget (2 Events/Yr):			\$5,695.00

Biosolids Monitoring:

Laboratory Analyses	Analysis Method	Unit Rate	Quantity	Total
Metals (As, Cd, Cr, Cu, Pb, Ni, Mo, K, Se, Ag,	EPA 6010B	270.00	2.0	
Phosphorous	EPA 365.4	45.00	2.0	
Mercury	EPA 245.1	31.50	2.0	
Total Nitrogen	SM 4500-N	90.00	2.0	
Subtotal, Chemical Analysis:		436.50	2.0	873.00
Total Solids/ Total Volatile Solids	EPA 160.4	65.00	4.0	260.00
Subtotal, Analyses				\$ 1,133.00

Data Reporting	Unit Rate	Quantity	Amount
Project Management & Sampling, hour	150.00	6.0	900.00
PE Lab Supervisor QC Review	125.00	2.0	250.00
Administrative, Hour	90.00	0.5	45.00
Vehicle (mile)	0.90	25.0	22.50
Subtotal, Personnel & Materials			\$1,217.50
Total Biosolids Monitoring Budget:			\$2,350.50

TOTAL ANNUAL IPP MONITORING AND LABORATORY ANALYSIS BUDGET*:	\$64,341.50
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* All IPP Monitoring is billed to the Significant Industrial Users under the CONP Industrial Pretreatment Program.

TABLE 1 - CONP WASTEWATER MONITORING SCHEDULE: 2020

ROUTINE DAILY, WEEKLY, AND MONTHLY MONITORING					
LOCATION	PARAMETERS	WEEK 1	WEEK 2	WEEK 3	WEEK 4+
INFLUENT*	BOD	X	X		
	COD	X	X	X	X
	TSS	X	X		
	Sulfolane		X		
	pH, Cond.	X	X	X	X
X-OVER 1**	BOD		X		
	COD	X	X	X	X
	TSS		X		
	Sulfolane		X		
	pH, DO, Cond.	X	X	X	X
X-OVER 2**	BOD		X		
	COD		X		
	TSS		X		
	pH, DO, Cond.	X	X	X	X
X-OVER 3**	BOD		X		
	COD		X		
	TSS		X		
	pH, DO, Cond.	X	X	X	X
EFFLUENT**	BOD	X	X		
	CBOD		X		
	COD	X	X	X	X
	TSS	X	X		
	Fecal Coliform	X	X		
	TAH/TAqH***	X	X		
	Sulfolane		X		
	Cond.	X	X	X	X
EFFLUENT****	pH, DO, TCl ₂ Res.	X	X	X	X
SAMPLES COLLECTED BY:		CONP	PE	CONP	CONP

* Grab or composite samples

** Grab samples

*** Dechlorination of sample required

**** Grab samples collected by CONP five days per week (Monday - Friday)

TABLE 1 - CONP WASTEWATER MONITORING SCHEDULE: 2020

MIXING ZONE SURFACE WATER MONITORING

LOCATION	PARAMETERS	MAY**	JUNE-AUGUST*		
MIXING ZONE	Fecal Coliform	X		X	
	pH	X		X	
	DO	X		X	
	TCl ₂ Res.	X		X	
SAMPLES COLLECTED BY:		PE/CONP		PE/CONP	

* Upstream and @ edge of summer (June 1 - September 30) MZ (2 x 9 m)

** Upstream and @ edge of winter (October 1 - May 31) MZ (4 x 267 m)

MISCELLANEOUS QUARTERLY PARAMETERS

LOCATION	PARAMETERS	FEBRUARY	MAY	AUGUST	NOVEMBER
EFFLUENT*	Total Ammonia	X	X	X	X
	Hardness	X	X	X	X
	Oil & Grease	X			
SAMPLES COLLECTED BY:		PE	PE	PE	PE

* Grab samples

POTW MONITORING SAMPLES*

LOCATION	PARAMETERS	FEBRUARY	MAY	AUGUST	NOVEMBER
INFLUENT** &	Arsenic	X	X	X	X
EFFLUENT***	Chromium	X	X	X	X
	Copper	X	X	X	X
	Nickel	X	X	X	X
	Selenium	X	X	X	X
INFLUENT** &	Cadmium		X		X
EFFLUENT***	Cyanide		X		X
	Lead		X		X
	Mercury		X		X
	Molybdenum		X		X
	Silver		X		X
	Sulfolane		X		X
	Zinc		X		X
SAMPLES COLLECTED BY:		PE	PE	PE	PE

* Three days (3 sets of samples) within a week (Monday - Friday)

** Composite samples

*** Grab samples

Note: This sampling program also fulfils the permit-required influent and effluent metals tests

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: December 30, 2019
Subject: Approve Developer Agreement¹ to Stryker Loop road, water and sewer improvements, Eagle Estates Subdivision

The Developer Rick Watson for Stepping Stone Builders has proposed to construct road, water and sewer improvements to Stryker Loop in the Eagle Estates Subdivision. Mr. Watson started building homes in the City in 2017 and has completed or is in the process of building approximately 40 residential homes. He is also in the process of constructing a 14 unit apartment building on Snowman Lane adjacent to the old North Pole Library with plans for additional multi-unit properties at that site. After completion of the road and utility improvements on Stryker Loop, Mr. Watson plans to construct residential housing along the road.

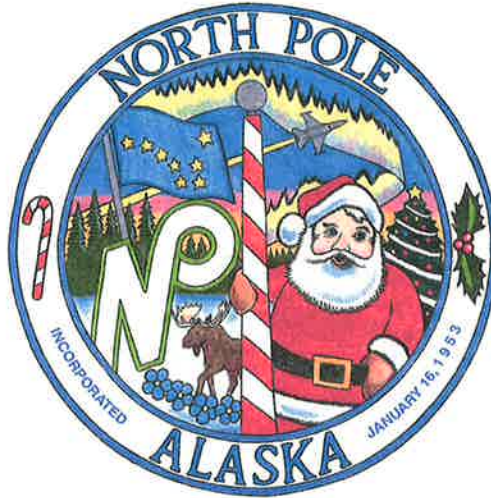
Mr. Watson has been a reliable builder in the City and Borough. Within the City, many times his homes are sold even before construction is completed. In 2018, the Council approved a developer agreement with Mr. Watson to construct road, water and sewer improvements on War Eagle Court. He works with and not in opposition to the Building, Utility and Public Works Departments to achieve successful projects. The War Eagle Court development proceeded smoothly. Today, Mr. Watson has developed the majority of the lots on War Eagle Court.

I recommend that the City Council approve the developer agreement with Mr. Watson to construct water, sewer and road improvements contingent upon payment of the minimum \$1,000 deposit; submission of a performance bond of \$400,000; and submission of an updated Application for Utility Extension Permit.

¹ The Developer Agreement references *Design Guidelines for Streets and Drainage*, *Utility Standards of Construction*, and *Service Line Requirements for Water and Sewer* as attachments. Due to the large number of pages for these three documents, they are not part of the submission to the Council but will be part of the official agreement. These documents will be available at the Council meeting, are available on the City website and are available in my office.

DEVELOPMENT AGREEMENT

for the
**Stryker Loop Water & Sewer Utilities
and Road Improvements**



By and Between the

CITY OF NORTH POLE, ALASKA

125 Snowman Lane
North Pole, AK 99705

and

Stepping Stone Builders Inc.

PO Box 82724
Fairbanks, AK 99708

December 27, 2019

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Stryker Loop Water & Sewer Utilities and Road Improvements

THIS AGREEMENT, made this [27] of [December], [2019], between the CITY OF NORTH POLE, 125 Snowman Ln, North Pole, Alaska, 99705, a municipal corporation of the State of Alaska, hereinafter referred to as the "CITY", and the STEPPING STONE BUILDERS INC, PO Box 82724, Fairbanks, AK, 99708 their heirs and assigns, hereinafter referred to as the "DEVELOPER".

The CITY and the DEVELOPER, in consideration of their mutual covenants herein, make this agreement which solely concerns the public improvements which are to be constructed by the DEVELOPER for the CITY and conveyed to the CITY and private improvements to be owned and maintained by the DEVELOPER, if the DEVELOPER complies with this Agreement. The DEVELOPER will, in addition, have to comply with other City Codes, for example Building and Utility Standards.

SECTION 1. THE DEVELOPER

1.05 The DEVELOPER shall design and install the proposed improvements as herein described, in conformance with the North Pole Code of Ordinances, Chapters 12, Streets sidewalks and public places, and all requirements and specifications of the *Design and Construction Guidelines for the City of North Pole Street and Drainage System*, and the *Utility Standards of Construction* or approved design as submitted in this agreement and approved by the CITY. Any variance to CITY standards shall be clearly identified and provide justification for the variance. All documents are attached to this Agreement, incorporating them as part of the Agreement.

1.10 The DEVELOPER shall provide one hundred percent (100%) of the funding for the design and construction of all improvements required by this Agreement.

1.15 In addition, the DEVELOPER shall pay the CITY one hundred percent (100%) for all of the associated expenses incurred by the CITY including costs for preparation of this developer's agreement, and review, plan check, test, administration, and inspection of these improvements. CITY labor/administration costs are estimated to be \$5,455 and are billed as a reimbursable cost through an agreement with an engineering firm of the CITY's choice. See attachments for MOA with PDC Engineers for plan review and inspection services water and sewer utilities and roads. The effective start date of the billings will be 12/27/19. All these costs shall be paid promptly upon billing and by the 31st of December of the year in which they accrued and before acceptance of the improvements by the CITY.

1.20 The DEVELOPER shall be responsible for the maintenance of all improvements covered by this agreement until acceptance tests are satisfactorily completed; all outstanding fees owed to the CITY are paid in full, including the warranty bond; the CITY Council accepts the improvements and the CITY provides the DEVELOPER with written confirmation that all requirements of the Developer Agreement are satisfied.

1.25 The DEVELOPER shall purchase a performance bond guaranteeing completion of the public improvements to the satisfaction of the CITY, dedicated for CITY use to complete the public improvements should the DEVELOPER's contractor fail to satisfactorily do so as agreed. The bond amount shall be \$400,000 , the estimated total cost of public improvements plus CITY administration costs as established by the Mayor or Mayor's designee.

The CITY will relinquish the performance bond interest upon satisfactory completion of the improvements and acceptance of the improvements by the CITY Council.

1.3 The DEVELOPER shall submit to the CITY three (3) complete copies of all engineering reports, plans, specifications and materials lists including design assumptions and calculations. A deposit of \$1,000 shall be paid for by the DEVELOPER for the cost to the CITY for administrating the project that includes, but is not limited to, plan review, testing and inspects. This deposit is not to be construed as an estimate of the total costs for the CITY's expenses and the DEVELOPER will be billed for actual costs associated with this project per Section 1.15. No work shall be permitted to begin until the overall engineering report for all improvements, public and non-public, and the final plans and specifications have been reviewed and approved in writing by the Mayor or Mayor's designee.

The DEVELOPER shall submit, to the Mayor or Mayor's designee a proposed schedule. All proposed changes to approved engineering reports, plans, specifications and materials lists shall be submitted in a reasonable length of time prior to starting construction of the affected portion of the project. Construction of any changes shall not commence until approval is given in writing. Subsequent to approval, all changes will be incorporated into the Record Drawings. Submittal of additional materials after commencement of this agreement may incur additional charges that will be billed at the cost of the DEVELOPER.

1.35 The DEVELOPER hereby agrees to grant to the CITY access to all portions of the property specified in Appendix A or private easement, permit area, etc. which is necessary to accomplish any inspections, surveillance, testing, or any other work to be performed by the CITY. The actual work schedule will be provided to the CITY by the DEVELOPER. Any changes in the schedule require at least forty-eight (48) hours advance notification to the CITY.

A minimum of seven (7) days written notice is required for any connections to the CITY's existing facilities.

1.40 All necessary permits, licenses and reservations or easements shall be acquired by the DEVELOPER at the DEVELOPER's expense. Drainage reservations or easements will be acquired in the name of the CITY or in a manner that assigns the reservations or easements to the CITY before acceptance of the improvements by the CITY. Such reservations or easements shall include permit(s) from appropriate governmental authorities to cover all improvements on government land or within their jurisdiction.

1.45 The DEVELOPER shall comply with all applicable statutes, ordinances, rules and regulations of federal, state and governmental agencies. Copies of all pertinent approval letters, permits, licenses and rights of way shall be transferred to the CITY upon acceptance of the public improvements by the CITY.

1.50 The DEVELOPER will also provide copies of proposed utility plans. Utility facilities will be located to the satisfaction of the CITY. Each utility is subject to a CITY right of way permit.

1.55 Permitting of CITY water and sewer utilities must satisfy the CITY's *Utility Standards of Construction* or approved design as submitted in this agreement and approved by the CITY. Any variance to CITY standards shall be clearly identified and provide justification for the variance with engineering documentation.

1.60 Before acceptance by the CITY, the DEVELOPER shall furnish a one (1) year warranty bond equal to five percent (5%) of the public improvement which the DEVELOPER desires the CITY to accept. The Mayor or Mayor's designee shall not recommend acceptance of the public improvements by the CITY Council until all deficiencies have been corrected to their satisfaction and all outstanding liens or claims of laborers, materials suppliers, subcontractors, or others arising out of the performance of these improvements have been satisfied.

1.65 The DEVELOPER shall complete all improvements required by this Agreement within two (2) years from the date of execution of this Agreement. The Mayor or Mayor's designee may at their discretion allow extensions for up to a total maximum of one (1) year. Acts of nature, inclement weather, governmental regulations, labor disputes, fires, required extra work, or any delay totally beyond the control of the DEVELOPER may justify an extension of time. All time extensions requested by the DEVELOPER shall be made to the CITY in writing on or before the tenth day following the day in which the alleged delay is said to have occurred. The CITY shall not be liable for costs incurred by these delays.

1.70 The DEVELOPER shall warranty the design, construction and materials utilized in all improvements outlined in this Agreement for one (1) year from the date of acceptance of the improvements by the CITY Council. The DEVELOPER shall remedy at his/her own expense any failure or defect in the work or any failure of any improvement to properly function which is due to design deficiencies, construction deficiencies, faulty materials or workmanship.

1.75 Correction of the deficiencies shall be completed to the CITY's satisfaction within 30 days of written notification by the CITY. The warranty bond will be released upon satisfactory correction of all deficiencies of the CITY's year end warranty inspection if any security remains from default to warranty obligations. Emergency repairs may be completed by CITY forces and the cost shall be borne by the DEVELOPER.

1.80 The DEVELOPER shall hold the CITY harmless and defend the CITY from any and all claims arising out of, or incidental to the design, construction or operation by the DEVELOPER contemplated by terms of this Agreement by the DEVELOPER. The DEVELOPER shall not be liable for acts of the CITY. This section does not create any third party rights and any immunity or defense the CITY is entitled to shall be available to the DEVELOPER in any suit brought by third parties which in any way involved the Development Agreement.

1.85 The DEVELOPER shall retain a qualified engineer, licensed by the State of Alaska, to design and review the construction of said improvements including approving any changes and modifications of the design. Record Drawing stamped and signed by a professional engineer licensed in the State of Alaska and professional land surveyor will be provided to and approved by the CITY prior to acceptance. It is understood and agreed said engineer and surveyor are agents of and solely responsible to the DEVELOPER, and is in no sense whatsoever that they are agents of the CITY.

1.90 The DEVELOPER shall coordinate the design and construction with the adjacent and affected property owners. Seven (7) days notice shall be provided prior to commencement of construction to those impacted by this project.

1.95 The DEVELOPER shall convey the ownership of the public improvements, described in Appendix B, to the CITY upon acceptance. The form of the conveyance shall be as approved by the CITY Attorney. Only these improvements, if accepted by the CITY, shall be maintained by the CITY.

SECTION 2. THE CITY

2.10 The CITY shall review and approve, when acceptable, the submitted engineering reports, plans, specifications and materials lists prior to construction and inspection of the project. Final approval is required by Mayor or Mayor's designee prior to Notice to Proceed.

2.20 This Agreement does not obligate the CITY to finance any portion of the public improvements nor accept, operate or maintain any public improvements not constructed or inspected to CITY standards or design agreed to in this Agreement.

2.30 Upon acceptance of the public improvements by the CITY Council, the CITY will take over ownership and operation of the public improvements detailed in this Agreement. CITY maintenance of these improvements will not begin until that time. The final acceptance inspection by the CITY of the public improvements detailed in this agreement will be conducted by the Mayor or Mayor's designee and representatives from other government agencies and the CITY as appropriate.

SECTION 3. GENERAL

3.10 This Agreement shall not diminish the requirements of the Fairbanks North Star Borough (FNSB) or non-city, governmental agencies.

3.20 If the DEVELOPER should fail to repair property or facilities owned by the CITY which were damaged by the DEVELOPER, or his/her agents in the fulfillment of this Agreement, or if the DEVELOPER makes changes in construction covered by this Agreement without approval by the CITY, the CITY, after three (3) days written notice to the DEVELOPER, can make such repairs or remove such changes at the expense of the DEVELOPER.

3.30 If the CITY determines the construction of an improvement does not comply with the plans and specifications as approved by the CITY, the CITY shall issue a written notice to the DEVELOPER specifying the deficiencies and may issue a STOP WORK ORDER to the cessation of part or all further construction at the sole discretion of the CIYT involving the work found to be non-complying. This STOP WORK ORDER shall remain in effect until the DEVELOPER has made all necessary arrangements to remedy the non-compliance and to provide assurances such non-compliance shall not again occur. All damages, loss, expense incurred by any party as the result of a STOP WORK ORDER imposed by the CITY shall not be the responsibility of the CITY.

3.40 The Mayor or Mayor's designee may authorize representatives (hereafter referred to as the REPRESENTATIVE) to inspect all work done and all materials furnished for all improvements specified in this Agreement. The REPRESENTATIVE shall have authority to

reject materials or work, but the Mayor or Mayor's designee shall have final authority for deciding if the DEVELOPER's work and materials are acceptable. The REPRESENTATIVE is not authorized to revoke, alter, enlarge, relax, or release any requirements of the plans and specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the Agreement, nor act as supervisor for the DEVELOPER. The presence or absence of the REPRESENTATIVE does not relieve the DEVELOPER from his/her obligation to perform all contract requirements and work shall not be deemed acceptable just by the reason of the presence of the REPRESENTATIVE.

SECTION 4. APPENDICES

4.10 This Agreement shall include all appendices and attachments referenced and such are incorporated herein as though fully set out herein. This Agreement is composed of the Development Agreement, attachments, and the following appendices:

APPENDIX A: Property Legal Description

Lot B-3 Eagle Estates Previously assessed as ASLS 84-16 B

APPENDIX B: Public Improvements to be conveyed to the CITY

Install approximately 960' of 6" dip water lines with 26ea 1" copper service loops and 920' of 8' dip sewer line with 26ea 4" hpde service lines. To be included 4 manholes and 2 fire hydrants. Service lines to be stubbed onto each property a minimum of 10'. Upon certification of water and sewer lines, they will be put into service by existing stub outs provided on Patriot Drive.

The public street system will be approximately 960' of paved street with concrete curb and gutter. The streets shall be 2-11' driving lanes with 2% cross slope across entire roadway and 2' of roll curb on each side. All surfacing shall consist of 2" of asphalt concrete pavement on top of a minimum of 4" of d1 base. Street shall drain south towards Patriot Drive ending in existing drainage ditch.

APPENDIX C: Completion Schedule

Improvements shall be designed and constructed according to the following tentative schedule

1. Submit design report, plans and specifications to city for approval. Submitted 12/27/19
2. Get project on City of North Pole City Counsel agenda for 1/6/2020

3. Government Agency Approvals
FNSB preliminary plat
ADEC Authorization to construct public water—12/19/2019
ADEC authorization to construct public sewer---12/11/2019
4. Pre-construction conference with developer and contractors, city representatives, and utility representatives—5/4/2020
5. Notice to proceed----5/15/2020
6. Public improvement construction completed---8/28/2020
7. Record drawings—9/25/2020
8. Final acceptance---10/9/2020

Construction schedule to updated as required

APPENDIX D: Traffic control plan (if required)

Not required

APPENDIX E Storm water plan (if required)

Not applicable (based upon previous assessments subdivision)

In Witness Whereof, This Agreement made and entered into on the day and year first written above:

DEVELOPER: Stepping Stone Builders

By: [Signature]
DEVELOPER

Date: 12-27-19

By: _____

Date: _____

DEVELOPER Acknowledgment

State of Alaska)
) ss
Fourth Judicial District)

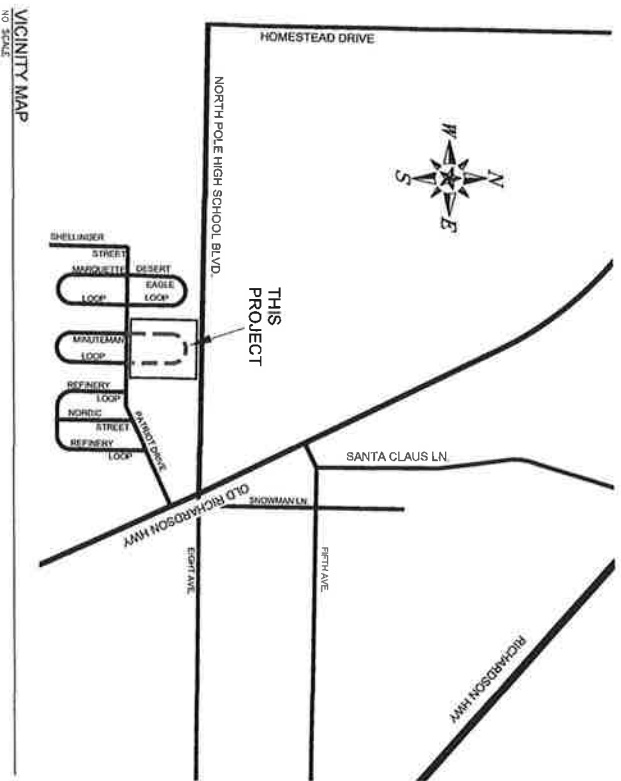
THIS IS TO CERTIFY that on this 27th day of December, 2019, before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Richard L. Watson Jr. known to me to be the person named in and who executed the foregoing instrument, and that he signed the same as the free and voluntary act and deed of Richard L. Watson Jr. with full knowledge of its contents for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year above written.



[Signature]
NOTARY PUBLIC:
Commission Expires: 4-5-2022

EAGLE ESTATES 3RD ADDITION STREET, SEWER AND WATER CONSTRUCTION



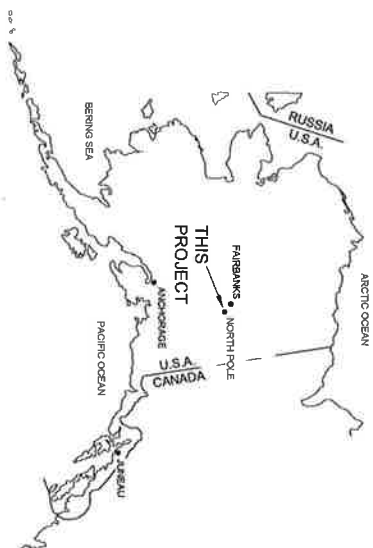
PREPARED FOR:

STEPPING STONE BUILDERS, INC.
P.O. BOX 82724
FAIRBANKS, AK 99708

PREPARED BY:

STUTZMANN
ENGINEERING
ASSOCIATES, INC.
P.O. BOX 71429, FAIRBANKS, AK. 99707
(907) 452-4094 C-627

ENGINEERS
SURVEYORS
PLANNERS

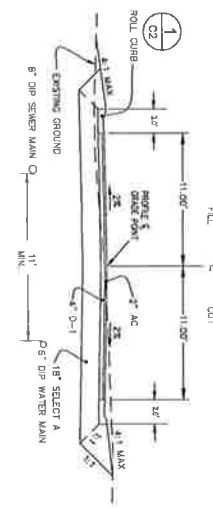


SHEET INDEX

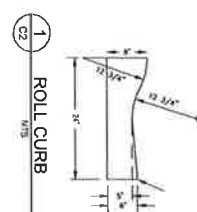
- C1 VICINITY MAP AND SHEET INDEX
- C2 TYPICAL SECTION AND STREET DETAILS
- C3 STRYKER LOOP PLAN AND PROFILE
- C4 STRYKER LOOP PLAN AND PROFILE
- SS1 WASTEWATER DETAILS (CITY OF NP STD DWGS)
- SS2 WASTEWATER DETAILS (CITY OF NP STD DWGS)
- W-1 WATER DETAILS (CITY OF NP STD DWGS)

Design to ADEC/NP

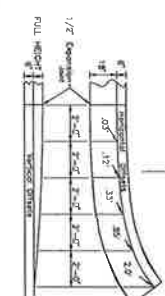
<p>VICINITY MAP AND SHEET INDEX</p> <p>FOR: STEPPING STONE CONSTRUCTION</p>		<p>LOCATION:</p> <p>EAGLE ESTATES SUBDIVISION 3RD ADDITION</p>		<p>DATE: 12/11/2019</p> <p>BY: JES</p> <p>DESCRIPTION: FOR REVIEW COMMENTS 05/17/2017</p>		<p>12/11/2019</p>
<p>STUTZMANN ENGINEERING ASSOCIATES, INC.</p> <p>P.O. BOX 71429, FAIRBANKS, AK 99707</p> <p>(907) 452-4094 (C-627)</p>		<p>FAIRBANKS, AK</p>		<p>12/11/2019</p>		<p>12/11/2019</p>



1 TYPICAL SECTION
NTS



2 ROLL CURB
NTS



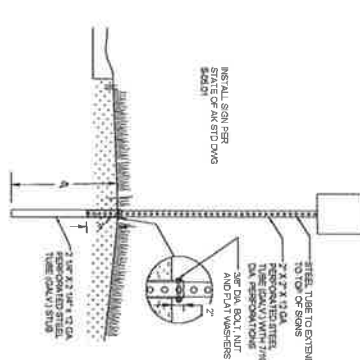
3 CURB AND GUTTER TERMINATION
NTS

DESCRIPTION	STATION	OFF-SET	SIZE
R1-1 (STOP)	0+28	LT	30" X 30"
D3-100 (Pavement D)	0+38	LT	8" X VARIES
D3-100 (Stryker Loop)	0+38	LT	8" X VARIES
R1-1 (STOP)	10+08	RT	30" X 30"
D3-100 (Pavement D)	10+08	RT	8" X VARIES
D3-100 (Stryker Loop)	10+08	RT	8" X VARIES

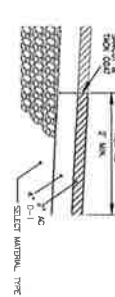
NOTE: REMOVE AND REPLACE EXISTING SIGNS

4 STREET APPROACH DETAIL
NTS

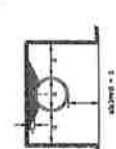
5 SIGN DETAIL
NTS



6 SAWCUT
NTS



7 CULVERT
NTS



CULVERT NOTES:
1. Minimum culvert cover shall be 12".
2. Culvert bedding and be Sdoober, Grading B.

LEGEND

STREET LIGHT	EXISTING WATER MAIN	PROPOSED WATER MAIN
SEWER MANHOLE	EXISTING WATER MAIN	PROPOSED WATER MAIN
FLUSHWELL	EXISTING WATER MAIN	PROPOSED WATER MAIN
WATER VALVE	EXISTING WATER MAIN	PROPOSED WATER MAIN
HYDRA-MAT	EXISTING WATER MAIN	PROPOSED WATER MAIN
OVERHEAD ELECTRIC LINE	EXISTING WATER MAIN	PROPOSED WATER MAIN
EXISTING WATER MAIN	EXISTING WATER MAIN	PROPOSED WATER MAIN
EXISTING GAS LINE	EXISTING WATER MAIN	PROPOSED WATER MAIN
PROPOSED 8" DP SEWER MAIN	EXISTING WATER MAIN	PROPOSED WATER MAIN
PROPOSED 6" DP WATER MAIN	EXISTING WATER MAIN	PROPOSED WATER MAIN
PROPOSED CULVERT	EXISTING WATER MAIN	PROPOSED WATER MAIN
PROPOSED SEWER SERVICE	EXISTING WATER MAIN	PROPOSED WATER MAIN
PROPOSED WATER SERVICE	EXISTING WATER MAIN	PROPOSED WATER MAIN

SEWER AND WATER NOTES

- All construction shall comply with the City of North Pole Utility Standards of Construction, rev. 2007, 18 AAC 72 and 18 AAC 80.
- All materials and construction shall conform to these plans and the City of North Pole standard drawings attached to this plan set for reference.
- Install additional bidlines of insulation per City of NP 12.5 where means run under proposed roadway culverts.
- All water main joints shall be as specified per City of NP 4.2.3.
- Sewer service lines shall be 4" and shall comply with City of North Pole Utility Service Line Requirements.
- Water service lines shall be 1" and shall comply with City of North Pole Utility Service Line Requirements.

STREET NOTES

- Utility references are as per the State of Alaska Department of Transportation Specifications for Highway Construction (2017).
- Asphalt Cement shall be PG 58-28. Asphalt Aggregate shall be Type II Class B.
- Construction for Selected Material, Type A and Aggregate Base Course, Grading D-1 shall be as per the standard specifications.
- Install signs per AASHTO Standard Drawings.

GENERAL NOTES

- Existing utilities shown are a compilation of above ground evidence and utility company records. Contractor shall locate all utilities prior to excavation.
- Contractor shall obtain all necessary permits from the City of North Pole prior to construction.
- The vertical datum for this project is the North American Vertical Datum 1988 (NAVD83).
- The survey and project control have been hierarchically excluded from the plan sheets. All layout and construction surveying is to be provided by the designer, Submittal Engineer/RS.

Design to ADEC/NP

UTZMANN ENGINEERING ASSOCIATES, INC.
P.O. BOX 71420, FAIRBANKS, AK 99707
(907) 432-4094 (C 827)

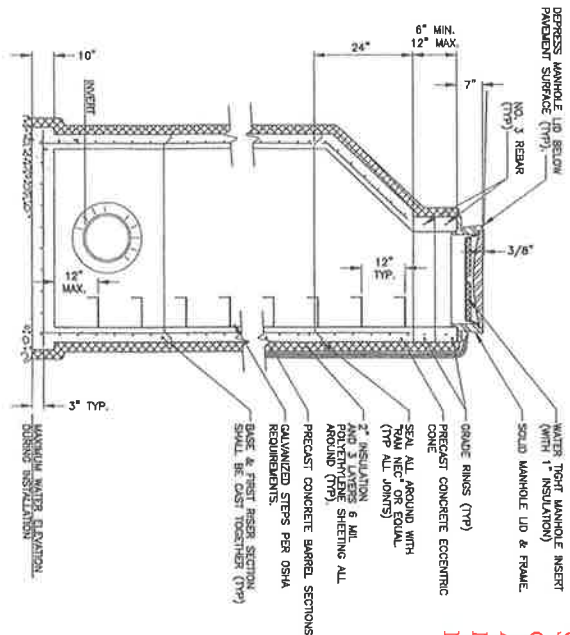
TYPICAL SECTION AND STREET DETAILS

EAGLE ESTATES SUBDIVISION 3RD ADDITION

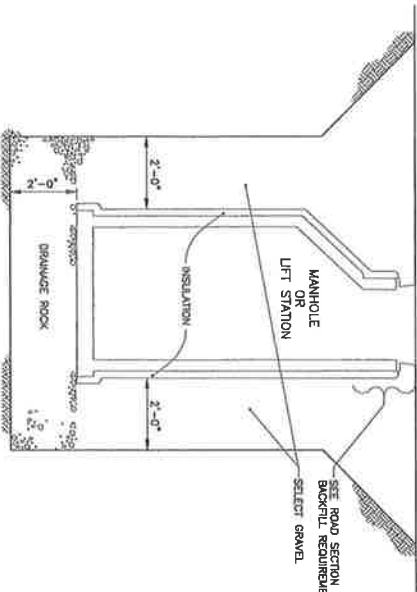
NO.	DATE	BY	DESCRIPTION
1	12/11/2019	AKS	POC REVIEW COMMENTS (12/11/2019)

12/11/2019



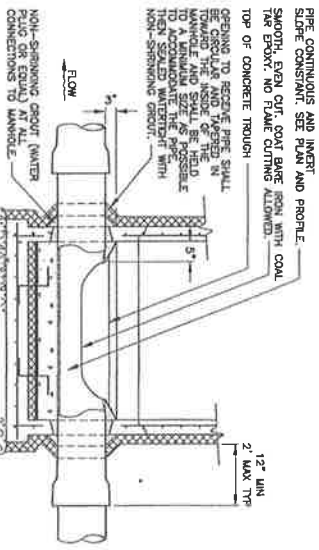


A 48" AND 72" TYPE I MANHOLE SECTION
NOT TO SCALE

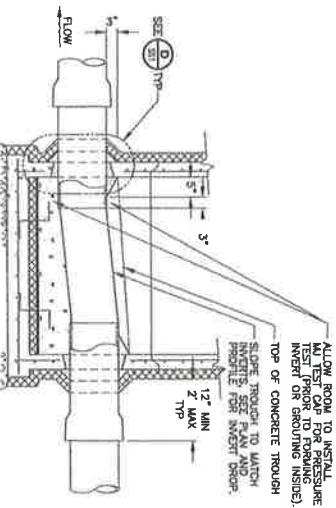


B MINIMUM EXCAVATION LIMITS SECTION
NOT TO SCALE

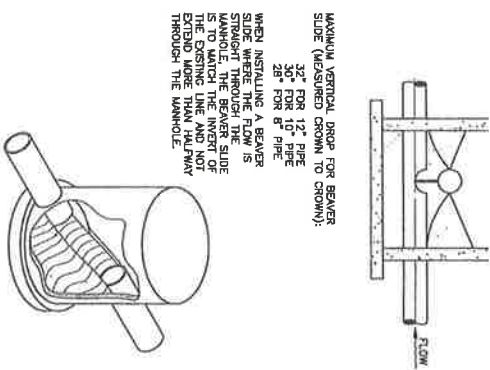
SEE CITY OF NP UTILITY STANDARDS OF CONSTRUCTION FOR ADDITIONAL DETAILS AND SPECIFICATIONS. ALL WORK SHALL MEET THE REQUIREMENTS OF THE CITY OF NP UTILITY STANDARDS OF CONSTRUCTION.



D TYPICAL THROUGH SECTION
NOT TO SCALE

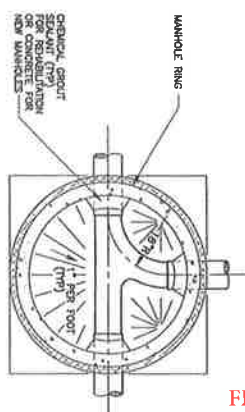


E TYPICAL THROUGH SECTION WITH DROP
NOT TO SCALE



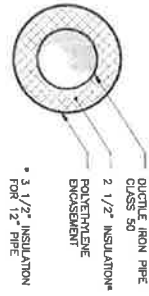
C BEAVER SLIDE SECTION
NOT TO SCALE

WHEN INSTALLING A BEAVER SLIDE THAT INTERCEPTS AN EXISTING SEWER AT A RIGHT ANGLE, THE CONNECTING INLET OF THE BEAVER SLIDE SHALL BE INSTALLED IN THE SEWER SLIGHTLY ABOVE THE EXISTING SPRINGLINE, AS SHOWN.

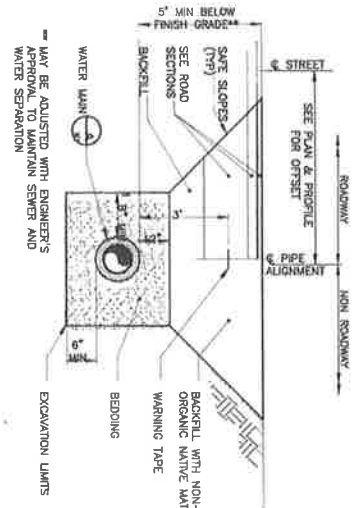


F SANITARY SEWER MANHOLE PLAN
NOT TO SCALE

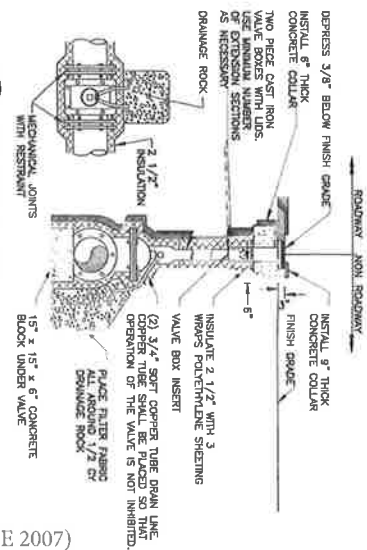
FROM CITY OF NP UTILITY STANDARDS OF CONSTRUCTION (JUNE 2007)



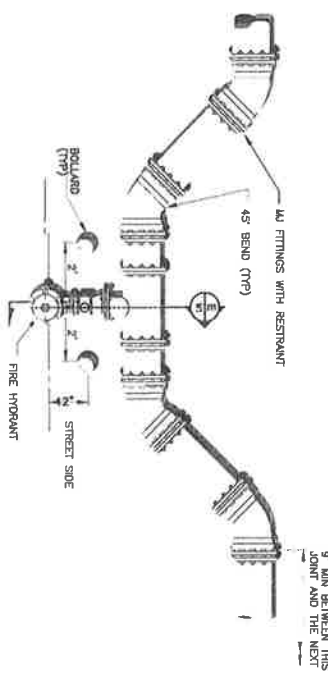
A WATER MAIN PIPE DETAIL
NOT TO SCALE



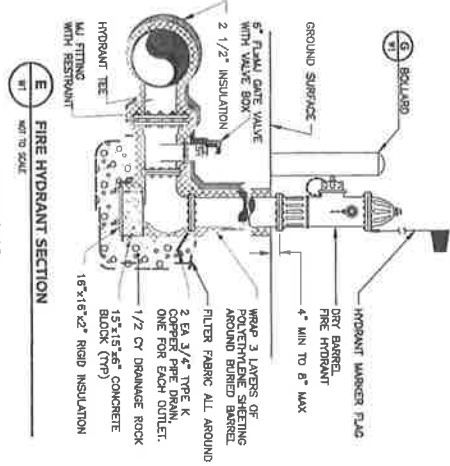
B TYPICAL TRENCH SECTION
NOT TO SCALE



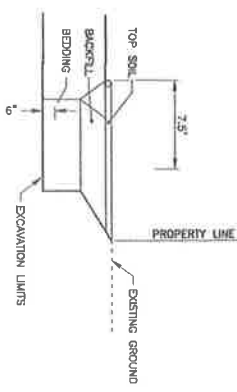
C GATE VALVE DETAIL
NOT TO SCALE



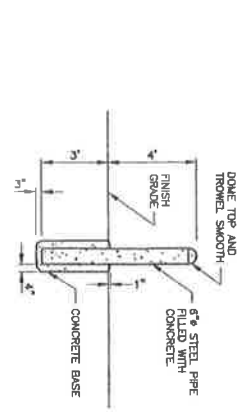
D FIRE HYDRANT PLAN
NOT TO SCALE



E FIRE HYDRANT SECTION
NOT TO SCALE



F FIRE HYDRANT SECTION
NOT TO SCALE



G BOLLARD DETAIL
NOT TO SCALE

FROM CITY OF NP UTILITY STANDARDS OF CONSTRUCTION (JUNE 2007)

SHEET TITLE: WATER DETAILS	PROJECT: CITY OF NORTH POLE STANDARDS OF CONSTRUCTION NORTH POLE, ALASKA	 POC INC. ENGINEERS 10218 Aurora Drive, Fairbanks, Alaska 99709-5130	 CONSULTANT:

We hereby certify that _____ is the owner of the herein specified property shown and described hereon and that we hereby adopt this plan of subdivision with our content and dedicate all streets, alleys, walks, parks and other dedicated public areas to public use.

STATE OF ALASKA

This is to certify that on this 23 day of 20

to me known to be the identical individuals mentioned and who

to sign this plat on behalf of said corporation.

My Commission Expires: _____

—

(IN FEET)

5/8" REBAR AND ALUMINUM SURVEY CAP, REMOVE

DECEMBER

2. A 15' wide strip of land as determined necessary by the utility.

5. This property has been determined to be located, in whole or in

2. The purpose of this plot is to create 26 lots from 1

TOTAL AREA = 6.088 ACRES

TOTAL AREA = 6.088 ACRES

CERTIFICATE OF REGISTERED LAND SURVEYOR

James N. Wilkins, a duly qualified and properly registered Land Surveyor of the State of Illinois, do hereby certify that the plat to be a true and correct copy of the original survey of the above described premises as shown by the accompanying map, and that the same was prepared by me or under my direct supervision on the 11th day of December, 1960.

Witness my hand and the seal of my office at Chicago, Illinois, this 11th day of December, 1960.

James N. Wilkins, Registered Land Surveyor

Johnna North Star Burroughs, Code Bookkeeper

It is hereby certified that the above premises have been set apart and shown correctly and that the same are in accordance with the instruments recorded hereon being set.

Registration No. 7521-S

CERTIFICATE OF APPROVAL BY THE PLATING AUTHORITY

I hereby certify that this submission was found to conform with the requirements of the American National Standards Institute Code of Practices and that the plate has been approved.

FOR STEPPING STONE CONSTRUCTION, INC.			
SUBMITTED BY	S.E.A.	DATE	MAY, 2017
DRAWN BY	J.O.S.	DATE	MAY 2017
CHECKED BY		SCALE	1"=40'
		SHEET 1 OF 1	



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

**Department of Environmental
Conservation**

DIVISION OF ENVIRONMENTAL HEALTH
Drinking Water Program

610 University Avenue
Fairbanks, Alaska 99709
Main: 907.451.2108
Toll free: 800.770.2137
Fax: 907.451.2188
dec.alaska.gov

File Number: 100.07.076

December 19, 2019

Mr. Bill Butler
North Pole Utilities
125 Snowman Lane
North Pole, Alaska 99705

Re: North Pole Utilities – Eagle Estates 2nd Addition – Stryker Loop
Drinking Water – Construction Approval
PWSID: 310675; Classification: Community; Source: Groundwater

Dear Mr. Butler:

We received documentation from your engineer, Stutzmann Engineering Associates, Inc., requesting construction approval of the Eagle Estates 2nd Addition Subdivision water main within North Pole Utilities (NPU) public water system (PWS). The request has been reviewed in accordance with state drinking water regulations 18 AAC 80 and the **approval to construct is granted**. Enclosed is a Construction and Operation Certificate with the Approval to Construct section signed. This approval is valid until December 19, 2021.

PROJECT DESCRIPTION

Approximately 1,000 feet of 6-inch diameter ductile iron pipe (DIP) water main will be installed to serve 26 residential lots on Stryker Loop in the Eagle Estates Subdivision 2nd Addition. The new water main will connect to the existing NPU distribution system at the two locations where Stryker Loop intersects Patriot Drive. Two fire hydrants will also be installed. All separation distances are reported to be met.

APPROVAL TO OPERATE REQUIREMENTS

An operational approval (interim or final) is required prior to making the final connection to the existing distribution system. In order to receive final approval to operate, please submit the following:

1. A letter requesting operational approval
2. Documentation the water main was disinfected and flushed per AWWA Standard C651

3. Locations and sample results of total coliform bacteria testing collected, as required by AWWA Standard C651, showing the newly constructed water main is free of bacterial contamination
4. Documentation the DIP water main used is certified to ANSI/NSF Standard 61
5. Set of hardcopy as-built or record drawings on paper no larger than 11 inches by 17 inches (an additional electronic copy is appreciated but not required) confirming the project, as constructed, meets the requirements of 18 AAC 80 and provides public health protection and:
 - a. Each page is sealed, signed, and dated by the registered engineer in responsible charge of construction
 - b. All construction changes are clearly shown including

You may request interim approval to operate by addressing items 1 through 4 above. Interim approvals are typically valid for 90 days. If more time is needed to complete the final approval to operate request, you may request an extension before the interim approval expires.

DISCLAIMERS AND ADMINISTRATIVE APPEALS PROCESS

Approval of submitted plans is not approval of omissions or oversights by this office or noncompliance with any applicable regulation. The Department's approval does not guarantee correctness of functional design or waive the owner's responsibility for continued compliance with state regulations. Deviations from approved plans which affect capacity, flow, pressure, operation, compliance, or materials of major system components (particularly any components which do not meet ANSI/NSF Standard 61) must be approved by DEC prior to their construction or implementation.

This approval does not relieve you from compliance with any other state, federal, or local authorizations which are required for your project. You are advised to obtain all other necessary authorizations before proceeding with your project.

This construction approval is valid for two years from the date of this letter. If during the two-year period the site conditions, plans, and design specifications do not change, the applicant may request an extension prior to expiration of this approval and after payment of the fee required by 18 AAC 80.1910(a)(12). Otherwise, the approval will be void and the plans and information required under 18 AAC 80.200(b) must be resubmitted for Department review and approval.

The applicant, owner or operator, or other person adversely affected by this decision may request an informal review of this decision in accordance with 18 AAC 15.185, or may request an adjudicatory hearing in accordance with 18 AAC 15.195-15.340. Requests may be sent by mail, email, or facsimile. Informal review requests must be received by the Division Director within 20 days of this decision. Adjudicatory hearing requests must be received by the Commissioner within 30 days of this decision or the decision of the informal review issued by the Division Director; otherwise, the right to appeal is waived. For more information, visit <https://dec.alaska.gov/commish/review-guidance>.

If you have any questions, you may contact me at 907-451-2165 or nellie.ballou@alaska.gov.

Sincerely,



Nellie Ballou, P.E.
Engineer I

Enclosure: Construction and Operation Certificate

cc: Jeremy Stark, P.E. Stutzmann Engineering, Fairbanks
Michael Welch, Mayor, North Pole
Jim Fish, DEC Contaminated Sites, Fairbanks



STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CONSTRUCTION AND OPERATION CERTIFICATE
FOR
PUBLIC WATER SYSTEMS



A. APPROVAL TO CONSTRUCT

Plans for the construction or modification of 1,000 feet of DIP to serve the Eagle Estates 2nd Subd - Stryker Loop for North Pole Utilities (PWSID 310675), a Community public water system, located in North Pole, Alaska, submitted in accordance with 18 AAC 80.205 by Stutzmann Engineering have been reviewed and are

☒ approved as submitted

☐ conditionally approved (see approval letter for conditions)

See Approval Letter Dated:

Nellie Ballou, P.E.
(Reviewing Engineer)

Nell Ballou

Engineer I
(Title)

December 19, 2019
(Date of Approval)

If applicant fails to construct, alter, install, or modify the system within two years of the date of approval to construct, approval is void, and plans must be resubmitted for Department review and approval.

B. APPROVED CHANGE ORDERS

Change (contract order number or descriptive reference)

(Reviewing Engineer)

(Title)

(Date of Approval)

C. APPROVAL TO OPERATE

The "Interim Approval to Operate" section must be completed and signed by the Department before any water is made available for public use.

Interim Approval to Operate:

The construction of the project listed above is hereby granted **INTERIM APPROVAL TO OPERATE** until 1/1. It is illegal to operate a public water system beyond this expiration date without **Final Approval to Operate** from the Department. **Final Approval to Operate** must be obtained prior to the interim approval expiration.

(Reviewing Engineer)

(Title)

(Date)

Final Approval to Operate:

Record drawings and other documents submitted to the Department, or an inspection by the Department, has confirmed that the public water system was constructed in substantial conformance with the approved plans. The system is hereby granted **FINAL APPROVAL TO OPERATE**.

(Reviewing Engineer)

(Title)

(Date of Approval)

Subject: Fwd: RE: Eagle Estates S/D 2nd Addition, Stryker Loop
From: Jeremy Stark <JStark@stutzmannengineering.com>
Date: 12/20/2019, 11:53 AM
To: Bill Butler <bill.butler@northpolealaska.org>
CC: Rick Watson <kkwatson.mosquitonet@gmail.com>

Bill -

See below. The sewer was approved in 2017 and has been extended to 10/31/2020 to allow construction this summer.

--
Jeremy Stark, PE, PLS
Stutzmann Engineering Assoc., Inc.
P.O. Box 71429
Fairbanks, AK 99707

(907) 452-4094 (voice)
(907) 452-1034 (fax)

----- Forwarded Message -----

Subject: RE: Eagle Estates S/D 2nd Addition, Stryker Loop
Date: Wed, 11 Dec 2019 00:55:28 +0000
From: Bear, Tonya (DEC) <tonya.bear@alaska.gov>
To: Jeremy Stark <JStark@stutzmannengineering.com>
CC: kkwatson.mosquitonet@gmail.com <kkwatson.mosquitonet@gmail.com>, Bill Butler
(bill.butler@northpolealaska.org) <bill.butler@northpolealaska.org>

Hello Jeremy,

I apologize for the delayed reply. Your request to extend the construction approval is granted until October 31, 2020.

Tonya Bear, P.E.
Engineer II/Acting Section Manager

Department of Environmental Conservation
Division of Water, Wastewater Discharge
Engineering Support & Plan Review Section
610 University Avenue, Fairbanks, AK 99709
Email: tonya.bear@alaska.gov
Office: 907-451-2177

From: Jeremy Stark [<mailto:JStark@stutzmannengineering.com>]
Sent: Tuesday, October 29, 2019 1:47 PM
To: Bear, Tonya (DEC) <tonya.bear@alaska.gov>
Cc: kkwatson.mosquitonet@gmail.com; Bill Butler (bill.butler@northpolealaska.org)
<bill.butler@northpolealaska.org>

Subject: Re: Eagle Estates S/D 2nd Addition, Stryker Loop

Tonya -

This project was once again delayed this summer based on market conditions. Is it possible to get another extension for this project to allow construction of the utilities next summer? Based on the 1-year extension previously granted, utilities would need to be complete 6/27/20. Could we push that to October 2020 so he has the whole construction season to complete, if necessary? The site conditions have not changed and the project as designed still conforms to current regulations. Let me know.

Thanks.

Jeremy Stark, PE, PLS
Stutzmann Engineering Assoc., Inc.
P.O. Box 71429
Fairbanks, AK 99707

(907) 452-4094 (voice)

(907) 452-1034 (fax)

On 12/7/2018 3:42 PM, Bear, Tonya (DEC) wrote:

Thanks Jeremy,

Please consider this email as granting a 1-year extension of the construction approval for this project.

Thanks,

Tonya Bear, P.E.

Engineer I/Acting Section Manager

Department of Environmental Conservation
Division of Water, Wastewater Discharge
Engineering Support & Plan Review Section
610 University Avenue, Fairbanks, AK 99709
Email: tonya.bear@alaska.gov
Office: 907-451-2177

From: Jeremy Stark [<mailto:JStark@stutzmannengineering.com>]

Sent: Friday, December 7, 2018 3:41 PM

To: Bear, Tonya (DEC) <tonya.bear@alaska.gov>

Cc: kkwatson.mosquitonet@gmail.com; Bill Butler (bill.butler@northpolealaska.org)
<bill.butler@northpolealaska.org>

Subject: Re: Eagle Estates S/D 2nd Addition, Stryker Loop

Tonya -

The site conditions are the same and the project still conforms to current regulations.

Jeremy Stark, PE, PLS
Stutzmann Engineering Assoc., Inc.
P.O. Box 71429
Fairbanks, AK 99707

(907) 452-4094 (voice)
(907) 452-1034 (fax)

On 12/7/2018 3:23 PM, Bear, Tonya (DEC) wrote:

Hello Jeremy,

Can you confirm all site conditions are still the same and the project as designed still conforms to current regulations?

Thanks,

Tonya Bear, P.E.

Engineer I/Acting Section Manager

Department of Environmental Conservation
Division of Water, Wastewater Discharge
Engineering Support & Plan Review Section
610 University Avenue, Fairbanks, AK 99709
Email: tonya.bear@alaska.gov
Office: 907-451-2177

From: Jeremy Stark [<mailto:JStark@stutzmannengineering.com>]

Sent: Thursday, December 6, 2018 4:39 PM

To: Bear, Tonya (DEC) <tonya.bear@alaska.gov>

Cc: kkwatson.mosquitonet@gmail.com; Bill Butler (bill.butler@northpolealaska.org)
<bill.butler@northpolealaska.org>

Subject: Re: Eagle Estates S/D 2nd Addition, Stryker Loop

Tonya -

Is it possible to get a 1-year extension on this project? The developer moved to a different project in 2018 and is looking to get back to this in Summer 2019. The 2-year on the construction approval expires 6/27/19 and the utilities probably won't be complete until later in the summer.

Let me know.

Thanks.

Jeremy Stark, PE, PLS
Stutzmann Engineering Assoc., Inc.
P.O. Box 71429
Fairbanks, AK 99707

(907) 452-4094 (voice)
(907) 452-1034 (fax)

On 6/26/2017 11:25 AM, Bear, Tonya (DEC) wrote:

Hello Jeremy,

Attached is the construction approval for the wastewater portion of this project. A hard copy will be mailed upon request.

Thanks,

Tonya Bear, P.E.
Engineer I

Department of Environmental Conservation
Division of Water, Wastewater Discharge
Engineering Support & Plan Review Section
610 University Avenue, Fairbanks, AK 99709
Email: tonya.bear@alaska.gov
Office: 907-451-2177



Eagle Estates Street, Water and Sewer Expansion- Stryker Loop – North Pole Amendment #1

STATEMENT OF SERVICES December 18, 2019

The City of North Pole (City) requests Construction Phase Services to support the City during Construction of the Street, Sewer and Water plans for expansion along Stryker Loop which is located in Eagle Estates adjacent to the Stillmeyer Subdivision.

In 2017, PDC will reviewed the submitted design report and plans with respect to the City's current standards for construction as well as with respect to the Record drawings for what was installed in Stillmeyer Subdivision. PDC had provided a fee proposal to include the Construction Phase Services at that time. Since two years have passed, that fee proposal has been updated.

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

ENGINEER REQUIREMENTS

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

Construction Inspection:

1. Review plans that were previously submitted and refresh previous comment and responses.
2. Provide up to 8 site inspections.
3. Review test results for compaction, water sampling, and pressure testing of water and sewer.
4. Review Record Drawings
5. Respond to requests for design changes as needed

CITY RESPONSIBILITIES

The CITY will provide:

1. All criteria and full information as to OWNER's requirements for the Project.

SCHEDULE

The schedule for the project is as follows:

- | | |
|-----------------|--------------------|
| 1. All Services | TBD Summer of 2020 |
|-----------------|--------------------|

METHOD OF PAYMENT

The Consultant will perform the construction phase services on a time and materials basis for estimated at \$5,613.

END OF STATEMENT OF SERVICES

Attachment:

1. PDC fee spreadsheet.

12/18/2019

PDC Summary Sheet

#	PHASE	CIVIL	Total
80	Construction Phase Services	\$ 5,455	\$ 5,455
	Reimbursable	\$ 158	\$ 158
	Phase Total	\$ 5,613	\$ 5,613
	Subtotal	\$ 5,613	\$ 5,613
	Estimated Sales Tax		\$ -
	Grand Total		\$ 5,613

12/18/2019

CIVIL ENGINEERING

#	TASK	Principal Civil Engineer	Staff Civil Engineer	Civil EIT	Senior Engineering Technician		
		Billing Rate (\$/hr)	\$250.00	\$135.00	\$105.00	\$125.00	
80	Construction Phase Services					Hourly Subtotal	Subtotal Cost
	Review plans and refresh any comments	1	4	4		9	\$ 1,210
	Site Inspections (8)	2	8	8		18	\$ 2,420
	Review testing results	1	1	1		3	\$ 365
	Review Record Drawings	1	1	1		3	\$ 490
	Respond to design changes	1	3	3		7	\$ 970
	Hourly Subtotal	6	17	17	0	40	
	Cost	\$ 1,375	\$ 2,295	\$ 1,785	\$ -		\$ 5,455
	Discipline Totals	6	17	17	0	40	
	Design Services	\$ 1,375	\$ 2,295	\$ 1,785	\$ -		\$ 5,455

12/18/2019

REIMBURSABLE EXPENSES

#

80 Construction Phase Services**Civil****Total**

Item	unit	unit cost	#	subtotal	
Copies/Prints/Scans (Letter)	ea	\$ 0.10		\$ -	\$ -
Copies/Prints/Scans (11x17)	ea	\$ 0.20		\$ -	\$ -
Copies/Prints/Scans (Full Size Drawing)	ea	\$ 1.00		\$ -	\$ -
Teleconference Costing	hr/line	\$ 3.00		\$ -	\$ -
Airfare	ea	\$ -		\$ -	\$ -
Mileage (34 mile trip, \$0.58/mi	trip	\$ 19.70	8	\$ 158	\$ 158
Survey GPS Rental	day	\$ 309.00		\$ -	\$ -
Shipping	ea	\$ 25.00		\$ -	\$ -
Parking	day	\$ 13.00		\$ -	\$ -
Hotel	day	\$ -		\$ -	\$ -
Per Diem	man day	\$ 125.00		\$ -	\$ -
Subtotal				\$ 158	\$ 158

Approved By: _____ Attest: _____
Michael Welch, Mayor City Clerk
Date _____

Approved As To Form: _____
Zane Wilson, City Attorney
Date _____

State of Alaska)
) ss
Fourth Judicial District)

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year above written.

11 of 16 Pages

**CITY OF NORTH POLE
ORDINANCE NO. 20-01**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND TITLE 13,
PUBLIC SERVICES, CHAPTER 13-20 SEWER SERVICE TO ADD LOCAL LIMITS
FOR PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)**

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

WHEREAS, the City of North Pole Municipal Code should be amended to conform to the requirements of the City; and

WHEREAS, the Environmental Protection Agency (EPA) has not yet established maximum contaminant levels (MCLs) for PFAS; however, in 2009 the EPA published Provisional Health Advisory Levels (PHA) of 0.4 µg/L perfluorooctanoic acid (PFOA) and 0.2 µg/L perfluorooctane sulfonate (PFOS), and recommended people not drink water containing higher levels of these compounds; and

WHEREAS, in 2012, EPA published the third Unregulated Contaminant Monitoring Rule (UCMR3) under the Safe Drinking Water Act (SDWA). The rule required a subset of public drinking water systems to monitor for thirty unregulated contaminants including six PFAS compounds [PFOS, PFOA, perfluorohexane sulfonate (PFHxS), perfluorononanoic acid (PFNA), perfluorhepatanoic acid (PFHpA) and perfluorobutane sulfonate (PFBS)] between 2013 and 2015. PFAS have since been found in many public and private water supplies across the country; and

WHEREAS, in 2016, EPA published lifetime health advisories (LHAs) under the SDWA for two PFAS compounds, specifically PFOS and PFOA. These LHAs were created to assist state and local officials and drinking water system operators, in evaluating risks from these contaminants in drinking water, so they can take appropriate action to protect residents. The EPA recommends people not drink water containing a total concentration of PFOS+PFOA above 0.07 µg/L (70 parts per trillion); and

WHEREAS, in 2016, the Alaska Department of Environmental Conservation (ADEC) incorporated the published EPA LHA reference dose (RfD) into its determination of risk-based groundwater cleanup levels at contaminated sites for two of the UCMR3 compounds -- PFOS and PFOA; and

WHEREAS, in June 2018, the Agency for Toxic Substances and Disease Registry (ATSDR) issued a draft Toxicological Profile for Perfluoroalkyls for public review and comment. The

document provides a compilation of information from available studies on the toxicologic properties and adverse health effects associated with PFAS compounds and identifies numerous on-going studies; and

WHEREAS, the City has an Alaska Pollutant Discharge Elimination System Permit that regulates the Utility's discharge of treated wastewater to the Tanana River; and

WHEREAS, PFAS compounds have been found to accumulate in the bodies of vertebrates, including people, the Alaska Department of Health and Social Services issued an advisory in February 2019 that stated:

...given the levels of PFAS found in the three fish tested from Kimberly Lake (North Pole) and the fish consumption advice issued by other states, restrictions on consumption of fish from Kimberly Lake are warranted until more data are available. Therefore, out of an abundance of caution, the State of Alaska advises the following until further notice:

- *Do not consume fish from Kimberly Lake*
- *Do not consume lake water from Kimberly Lake*
- *Do not provide water from Kimberly Lake to your pets.¹*

WHEREAS, the City wishes to be proactive to protect the Tanana River as a recreational and natural resource, the City is committed to preventing its publicly operated treatment works (PTOW) from being a pass-through for PFAS compounds to the Tanana River, it wishes to add PFAS compounds to its Local Limits.

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 13 is amended in the North Pole Code of Ordinances as follows:

13.20.010 General provisions.

C. Abbreviations. The following abbreviations, when used in this chapter, shall have the designated meanings:

AAC	Alaska Administrative Code
ADEC	Alaska Department of Environmental Conservation
APDES	Alaska Pollutant Discharge Elimination System
ASPP	Accidental spill prevention plan

¹ Alaska Department of Health and Social Services, *Perfluoroalkyl Substances Found in Fish from Kimberly Lake* Updated February 27 2019.

1	BOD	Biochemical oxygen demand
2	BMP	Best management practice
3	BMR	Baseline monitoring report
4	CFR	Code of Federal Regulations
5	CIU	Categorical industrial user
6	COD	Chemical oxygen demand
7	EPA	U.S. Environmental Protection Agency
8	gpd	gallons per day
9	HSS	High strength surcharge
10	IU	Industrial user
11	l	Liter
12	mg	milligrams
13	mg/l	milligrams per liter
14	NPDES	National Pollutant Discharge Elimination System
15	NSCIU	Nonsignificant categorical industrial user
16	O&M	Operations and maintenance
17	<i>PFAS</i>	<i>Per- and Polyfluoroalkyl Substances</i>
18	POTW	Publicly owned treatment works
19	RCRA	Resource Conservation and Recovery Act
20	SIU	Significant industrial user
21	SNC	Significant noncompliance
22	SWDA	Solid Waste Disposal Act
23	TSS	Total suspended solids
24	UPC	Uniform Plumbing Code
25	USC	United States Code

26

27 D. Definitions. For the purposes of this chapter the following terms shall be defined to mean:

28

29 40 “PFAS” per- and polyfluoroalkyl substances are a subgroup, the fluorosurfactants or
30 fluorinated surfactants, have a fluorinated “tail” and a hydrophilic “head” and are thus
31 surfactants. They are more effective at lowering the surface tension of water than comparable
32 hydrocarbon surfactants. They include the perfluorosulfonic acids such as the
33 perfluorooctanesulfonic acid (PFOS) and the perfluorocarboxylic acids such as the
34 perfluorooctanoic acid (PFOA). PFOS and PFOA are persistent organic pollutants and are
35 detected in humans and wildlife.

36

37 41 40. “pH” means a measure of the acidity or alkalinity of a solution, expressed in standard
38 units.

39

42 41. "Pollutant" means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

43 42. "Pretreatment" means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

44 43. "Pretreatment requirements" means any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

45 44. "Pretreatment standards" or "standards" shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.

46 45. "Prohibited discharge standards" or "prohibited discharges" means absolute prohibitions against the discharge of certain substances; these prohibitions appear in NPMC 13.20.020.

47 46. "Properly shredded garbage" means the wastes from the preparation, cooking and dispensing of food that have been shredded into such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one half inch in any dimension.

48 47. "Public sewer" means a common sewer controlled by a governmental agency or public utility.

49 48. "Publicly owned treatment works" or "POTW" means a treatment works, as defined by Section 212 of the Act (33 USC Section 1292), which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

50 49. "Receiving waters" means those waters into which wastes are discharged.

51 50. "Residential or domestic user" means a dwelling unit or person which discharges wastewater to the sewers that closely matches domestic sewage as to its volume and strength.

1
2 ~~52 51.~~ “Sanitary interceptor sewer” means a sewer which receives the flow from a number of
3 collector sewers (lateral and trunk sewers) and transports it to a treatment plant and other points
4 of disposal.
5

6 ~~53 52.~~ “Sanitary lateral sewer” means a sanitary sewer of eight-inch diameter which may be
7 from time to time required to extend a sanitary trunk sewer system into a general area for service.
8

9 ~~54 53.~~ “Sanitary trunk sewer” means a sanitary sewer maintained by or proposed for installation
10 by the City of an internal diameter larger than eight inches.
11

12 ~~55 54.~~ “Septic tank waste” or “septage” means any sewage from holding tanks such as vessels,
13 chemical toilets, campers, trailers, and septic tanks.
14

15 ~~56 55.~~ “Service connection” means the pipe and appurtenances required to connect an individual
16 property or facility to the sanitary lateral sewer.
17

18 ~~57 56.~~ “Service line” means the pipe and appurtenances from the lateral sanitary sewer
19 connection and into the private property.
20

21 ~~58 57.~~ “Sewage” means human excrement and gray water (household showers, dishwashing
22 operations, etc.).
23

24 ~~59 58.~~ “Sewer” means a pipe or conduit that carries wastewater.
25

26 ~~60 59.~~ “Sewer collection system” means the sewer and appurtenances required to collect and
27 carry away wastewater from the service connection.
28

29 ~~61 60.~~ Significant Industrial User (SIU). Except as provided in subsections (D)(60)(c) and (d) of
30 this definition, a significant industrial user is:

- 31 a. An industrial user subject to categorical pretreatment standards; or
- 32 b. An industrial user that:
 - 33 i. Discharges a monthly average of twenty-five thousand gpd or more of process
 - 34 wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown
 - 35 wastewater);
 - 36 ii. Contributes a process wastestream which makes up five percent or more of the
 - 37 average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - 38 iii. Is designated as such by the City on the basis that it has a reasonable potential for
 - 39 adversely affecting the POTW’s operation or for violating any pretreatment standard or
 - 40 requirement.

1 c. The City may determine that an industrial user subject to categorical pretreatment
2 standards is a nonsignificant categorical industrial user rather than a significant industrial
3 user on a finding that the industrial user never discharges more than one hundred gallons per
4 day (gpd) of total categorical wastewater (excluding sanitary, noncontact cooling and boiler
5 blowdown wastewater, unless specifically included in the pretreatment standard) and the
6 following conditions are met:

7 i. The industrial user, prior to City’s finding, has consistently complied with all
8 applicable categorical pretreatment standards and requirements;

9 ii. The industrial user annually submits the certification statement required in Section
10 J.14 B (see 40 CFR 403.12(q)), together with any additional information necessary to
11 support the certification statement; and

12 iii. The industrial user never discharges any untreated concentrated wastewater.

13 d. Upon a finding that a user meeting the criteria in subsection (D)(60)(b) of this section has
14 no reasonable potential for adversely affecting the POTW’s operation or for violating any
15 pretreatment standard or requirement, the City may at any time, on its own initiative or in
16 response to a petition received from an industrial user, and in accordance with procedures in
17 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial
18 user.

19
20 ~~61~~ 62. “Slug load” or “slug discharge” means any discharge at a flow rate or concentration that
21 could cause a violation of the prohibited discharge standards in NPMC 13.20.020(B) and (C). A
22 slug discharge is any discharge of a non-routine, episodic nature, including but not limited to an
23 accidental spill or a non-customary batch discharge, which has a reasonable potential to cause
24 interference or pass through, or in any other way violate the POTW’s regulations, local limits or
25 permit conditions.

26
27 ~~62~~ 63. “State” means the State of Alaska.

28
29 ~~63~~ 64. “Storm water” means any flow occurring during or following any form of natural
30 precipitation, and resulting from such precipitation, including snowmelt.

31
32 ~~64~~ 65. “Total suspended solids” or “suspended solids” means the total suspended matter that
33 floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is
34 removable by laboratory filtering.

35
36 ~~65~~ 66. “Toxic pollutants” means those pollutants or combination of pollutants listed as toxic in
37 regulations promulgated by the administrator of the Environmental Protection Agency under
38 Section 307 of the Clean Water Act.

39

67 66. “Upset” means an exceptional incident in which an industrial user unintentionally and temporarily is in a state of noncompliance with the discharge limitations set forth hereto due to factors beyond the reasonable control of the industrial user, and excluding noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation thereof.

68 67. “User” or “industrial user” means a source of indirect discharge.

69 68. “Wastewater” means liquid and water carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

70 69. “Wastewater treatment plant” or “treatment plant” means that portion of the POTW that is designed to provide treatment of municipal sewage and industrial waste. (Ord. 12-15 § 2, 2012; Ord. 00-16 § 2, 2000; Ord. 88-1 § 2, 1988; Ord. 87-12 § 3, 1987)

13.20.020 Policies and conditions of service.

F. Local Limits.

1. The City is authorized to establish local limits pursuant to 40 CFR 403.5(c).
2. The following pollutant limits are established to protect against pass through and interference. No person shall discharge wastewater containing in excess of the following daily maximum concentration limits:

Parameter	mg/l
Arsenic	0.100
BOD	250
Cadmium	0.0345
Chromium	0.165
COD	500
Copper	0.159
Cyanide	0.9
Lead	0.034
Mercury	0.004
Molybdenum	0.015
Nickel	3.72

Parameter	mg/l
Oil and/or grease (total)	100
Oil and/or grease (total petroleum hydrocarbons)	25
Per- and Polyfluoroalkyl Substances (PFAS) ⁶	0.0007
Selenium	0.043
Silver	0.13
Sulfolane	50
Zinc	0.285

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. The City may impose mass limitations in addition to or in lieu of the concentration-based limitations above.

3. The City may develop best management practices (BMPs), by ordinance or in individual wastewater discharge permits, to implement local limits and the requirements of subsections (B) and (C) of this section.
4. The City reserves the right to establish, by ordinance or in individual wastewater discharge permits, more stringent standards or requirements on discharges to the POTW consistent with the purpose of this chapter.
5. No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The City may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.
6. Where one or more of the 12 PFAS compounds listed below are detected in a wastewater sample analytical result, the sum of the concentrations for all detected compounds shall not exceed the local limit of 0.00007 mg/l (70 nanograms/liter).

Perfluorobutanesulfonic acid (PFBS)
 Perfluorodecanoic acid (PFDA)
 Perfluoroheptanoic acid (PFHpA)
 Perfluorohexanesulfonic acid (PFHxS)
 Perfluorohexanoic acid (PFHxA)
 Perfluorododecanoic acid (PFDaA)
 Perfluorotetradecanoic acid (PFTeDA)
 Perfluorononanoic acid (PFNA)
 Perfluorooctanesulfonic acid (PFOS)
 Perfluorooctanoic acid (PFOA)
 Perfluorotridecanoic acid (PFTrDA)

1 Perfluoroundecanoic acid (PFUnA)
2

3 **Section 3.** Effective date. This ordinance shall become effective July 1, 2020.
4

5 **PASSED** by a duly constituted quorum of the North Pole City Council this ____ day of
6 _____, 2020.
7

Michael W. Welch, Mayor

ATTEST:

Tricia Fogarty, Acting City Clerk

CITY OF NORTH POLE

RESOLUTION 20-01

**A RESOLUTION OF CONSENTING TO AND APPROVING THE LOCATION
OF INTERIOR ALASKA NATURAL GAS UTILITY (IGU) EXPANSION
PROJECT FUNDED THROUGH THE ALASKA INDUSTRIAL DEVELOPMENT
AND EXPORT AUTHORITY**

WHEREAS, the Alaska Industrial Development and Export Authority (the “Authority”) proposes to issue conduit revenue bonds in principal amount in excess of \$10,000,000.00 to provide funds to IGU (the “Borrower”) to finance a portion of the costs of the acquisition, expansion, renovation, furnishing and equipping of certain liquified natural gas facilities and/or expansion of distribution facilities located throughout the City of North Pole, Alaska, (collectively, the “Project”); and

WHEREAS, under AS 44.88.095(c), the Authority must obtain a certified copy of a resolution of the governing body of the political subdivision of the state in which the Project is located consenting to the location of the Project; and

WHEREAS, the Borrower has requested that the City Council of the City of North Pole, North Pole, Alaska, (the “City”) adopt a resolution meeting the requirements of AS 44.88.095(c); and

WHEREAS, the City Council considers it to be in the interest of the City to adopt this resolution for the purpose of satisfying the requirements of AS 44.88.095(c);

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of North Pole, Alaska hereby consents to the location of the Project within the City of North Pole, Alaska as such consent is required by AS 44.88.095(c).

BE IT FURTHER RESOLVED that this resolution shall take effect upon adoption by the Council of the City of North Pole, Alaska, and that the Clerk of the City of North Pole, Alaska is hereby authorized and directed to file a certified copy of this resolution with the Authority pursuant to AS44.88.095(c)

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this 6th day of January, 2020.

Michael W. Welch, Mayor

ATTEST:

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43
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45
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47
48
49

Tricia R. Fogarty, Acting North Pole City Clerk

PASSED/FAILED TO PASS

Yes:

No:

Absent:

CITY OF NORTH POLE

RESOLUTION 20-02

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A COOPERATIVE
PARTICIPATION AGREEMENT AMONG ALASKA MUNICIPALITIES AND
SCHOOL DISTRICTS CREATING THE ALASKA MUNICIPAL LEAGUE
JOINT INSURANCE ARRANGEMENT.**

WHEREAS, Alaska local governments and school districts have generally been unable to procure adequate insurance coverage at reasonable prices; and,

WHEREAS, AS 21.76 enacted by the 1986 Alaska Legislature provides a means for local governments and school districts to join together in a joint insurance arrangement intended to mitigate the cyclical and erratic nature of the conventional insurance market; and,

WHEREAS, the Alaska Municipal League Joint Insurance Association, Inc. (AMLJIA), a not-for-profit corporation, has been established pursuant to AS 21.76 by the Alaska Municipal League to provide risk management services for Alaska municipalities, city and borough school districts and regional education attendance areas; and,

WHEREAS, this Association will provide pooling of risks, self-insurance management, joint purchase of insurance, claims administration, loss prevention and control, insurance defense and other related risk management services on behalf of its participants.

WHEREAS, similar local government associations throughout the United States have been able to assure insurance coverages while obtaining significant long-term economic savings for their members due to the joint buying power of the members, the non-profit tax-exempt status of the Association, the pooling and investment of premiums paid, and the risk management services provided for participants; and,

WHEREAS, AS 21.76.010 provides that two or more local governmental entities may enter into cooperative agreements for these purposes; and,

WHEREAS, the City of North Pole wishes to participate in the Alaska Municipal League Joint Insurance Association;

NOW, THEREFORE, BE IT RESOLVED by the City Council of North Pole, Alaska as follows:

Section 1: The City of North Pole, Alaska hereby indicates its commitment to become a participant of the Alaska Municipal League Joint Insurance Association, Inc., organized pursuant to AS 21.76. By making this commitment, the City Council hereby accepts and approves the bylaws of the Association, a copy of which is attached hereto and incorporated by reference.

Section 2: The City Council hereby approves a Cooperative Participation Agreement (hereinafter the "Agreement") among municipalities, school districts and regional education attendance areas creating the Alaska Municipal League Joint Insurance Association, Inc., a copy

of which is attached hereto and incorporated by reference. The Mayor is hereby authorized and directed to execute said Agreement and such other documents as may be necessary to effectuate participation of the City as a member of the Alaska Municipal Joint Insurance Association.

Section 3: The City Council pledges to appropriate sufficient funds for annual premiums and assessments under the Agreement. The Agreement will go into effect upon receipt by the Association of a signed copy of this resolution and a signed Agreement. The City's participation in the Association continues for a term of one year commencing on July 1 of the calendar year in which coverage begins.

Section 4: This resolution shall be effective upon enactment.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this 6th day of January, 2020.

Michael W. Welch, Mayor

ATTEST:

Tricia R. Fogarty, Acting North Pole City Clerk

PASSED/FAILED TO PASS

Yes:

No:

Absent: