

CITY OF NORTH POLE

Regular Meeting April 19, 2021 North Pole Council Chambers 125 Snowman Lane, North Pole, Alaska

www.northpolealaska.com

Monday, April 19, 2021 Committee of the Whole: 6:30 PM Regular City Council Meeting: 7:00 PM

MAYORCITY CLERKMichael WelchAaron M. Rhoades488-8584488-8583

COUNCIL MEMBERS

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

- 1. Call to Order/Roll Call
- 2. Pledge of Allegiance to the US Flag
- 3. Invocation
- 4. Approval of the Agenda
- 5. Approval of the Minutes
 - a. April 12, 2021 Pg. 3
- 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
 - a. Benefit Renewal 2021-2022 Discussion on RISQ Recommendations

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

a. Explore Fairbanks

11. Old Business:

- a. Ordinance 21 06 An Ordinance of the City of North Pole, Alaska to support funding for the construction of the 2017 FMATS Sidewalk Improvement Project for north pole high school boulevard and snowman lane. **Pg. 10**
- b. Ordinance 21 07 An Ordinance of the City of North Pole, Alaska to Engage in a Professional Services Agreement with Shannon & Wilson to Continue Monitoring and Mitigation Efforts for the 8th Avenue Heating Fuel Oil Spill. **Pg.18**
- a. Ordinance 21 08 An Ordinance of the City of North Pole, Alaska to Amend 2021 Operating Budget. **Pg. 43**

12. New Business:

c. Ordinance 21 – 09 An Ordinance of the City of North Pole, Alaska to Amend
 Operating Budget to Pay for North Pole Police Department Covid -19 Processing and
 Decontamination Facility. Pg. 45

13. Council Comments

14. Adjournment

Detailed information and copies of agenda documents may be obtained at the Office of the City Clerk, 125 Snowman Lane or on the City website www.northpolealaska.com. Notice of Council Action is available at City Hall and on the City website following the meeting.

How to Offer Public Testimony at Council Meetings

Written testimony is encouraged. You may submit your comments by calling the Clerk's Office at 488-8583 or by sending an email to arhoades@northpolealaska.org prior to 1:00 p.m. the day of the meeting. Please indicate which agenda item you are providing written testimony for. Examples: Ordinance or Resolution number, agenda item#, or description of subject.

To sign-up for **telephonic testimony** call the Clerk's Office at 488-8583 or email <u>arhoades@northpolealaska.org</u> prior to 1:00 p.m. the day of the meeting. Please indicate that you wished to be called, for what item you will provide testimony on, and what number you can be reached at.

Council Meetings are aired **live via audio streaming** from the City's website at https://www.northpolealaska.com/citycouncil/page/council-meeting-audio-stream.

Inquiries concerning ADA compliance or accommodations should be directed to the City Clerk.



NORTH POLE CITY COUNCIL

REGULAR MEETING MINUTES, April 5, 2021 WAS RESCHEDULED TO April 12, 2021 DUE TO SEVER INCLEMENT WEATHER NORTH POLE CITY COUNCIL CHAMBERS 125 SNOWMAN LANE, NORTH POLE, ALASKA

Mayor Welch called the rescheduled Monday April 5, 2021 regular City Council meeting of Monday, April, 2021 to order at 7:01 p.m. with the following Council Members in attendance:

Council Members Present: Mayor Welch – Zooming In

Santa Claus - Zooming In Thomas McGhee - Zooming In David Skipps - Zooming In Aino Welch - Zooming In

DeJohn Cromer - Zooming In

Absent: Perry Walley

Excused:

Also Present: Steve Dutra, Police Chief – Zooming In

Chad Heineken, Fire Chief - Zooming In

William Butler, Director of City Services—Zooming In Tricia Fogarty, Chief Financial Officer — Zooming In Aaron M. Rhoades, City Clerk/HR Manager — Zooming In

PLEDGE OF ALLEGIANCE TO THE FLAG

Clerk Rhoades asked everyone to join him in the Pledge of Allegiance.

INVOCATION

The Invocation was given by Mrs. Welch

APPROVAL OF AGENDA

Mr. McGhee moved to approve the agenda of April 12, 2021.

Seconded by Mrs. Welch

Discussion

Mr. McGhee moved to consent the following items:

Old Business:

a. Ordinance 21 - 05 An Ordinance of the City of North Pole, Alaska to Amend the 2021 Operating Budget and Grants Funds

New Business:

- a. Ordinance 2 Ordinance 21 06 An Ordinance of the City of North Pole, Alaska to support funding for the construction of the 2017 FMATS Sidewalk Improvement Project for north pole high school boulevard and snowman lane.
- b. Ordinance 21 07 An Ordinance of the City of North Pole, Alaska to Engage in a Professional Services Agreement with Shannon & Wilson to Continue Monitoring and Mitigation Efforts for the 8th Avenue Heating Fuel Oil Spill.
- c. Ordinance 21 08 An Ordinance of the City of North Pole, Alaska to Amend 2021 Operating Budget.
- d. Request to Approve WatchGuard Camera Contract.

Seconded by Mrs. Welch

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO CONSENT OLD BUSINESS A AND NEW BUSINESS ITEMS A, B, C, and D:

YES: 6-Mr. Claus, Mrs. Welch, Mr. Cromer, Mr. McGhee, Mr. Skipps, Mayor Welch NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

On the Agenda as amended.

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE AGENDA AS AMMENDED:

YES: 6 – Mr. Claus, Mrs. Welch, Mr. Cromer, Mr. Skipps, Mr. McGhee, Mayor Welch NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

APPROVAL OF MINUTES

Mr. McGhee moved to approve the Minutes of March 15, 2021.

Seconded by Mrs. Welch

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE MINUTES FROM MARCH 15, 2021 CITY COUNCIL MEETING:

YES: 6 – Mr. Claus, Mrs. Welch, Mr. Cromer, Mr. Skipps, Mr. McGhee, Mayor Welch NO: 0 ABSTAIN:

Mayor Welch declared the MOTION CARRIED

COMMUNICATIONS FROM THE MAYOR

- Online Sales Tax Issues.
- Senior Bash May 12, 2021 City to Donate \$750.00 *3:30PM Parade FD/PD. Mrs. Lash and Walters appeared and made the request.
- Graduation May 13, 2021 Carlson Center.
- Possible Color Run from City Hall to the Grange July 5, 2021 Jennifer Hughes.
- MilCiv appears that Ft. Wainwright is moving to 4 Brigades.
- Snow Apocalypse April 5, 2021 Closed City Hall.
- Old Library Purchase is on hold until an Official Request for Information made to FNSB.
- Syn Gas Project continues. Looking to Build 20 1 Acre Greenhouses. Casey Greenhouses.
- 20% Vaccination Level for the FNSB.
- 3 Mayors Meeting Bert Cottle Senate Bill 9 considering taking away Alcohol Tax.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

<u>COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH</u> REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra

- FANT receiving WSIN award.
- Electrical problems uncovered in PD.
- Evaluations for ALL PD employees is complete.
- May 1st our Chena Lakes contract kicks off.
- MOU's with US Army and Eielson AFB SF underway
- Share my pet project with council OPM Statewide policies
- Forwarded my Newsletter for AACOP show you all the work going on
- COIVD update at PD Thank you fire department AMAZING to work with.
- July 27th event at memorial park is a go. We are moving ahead with plans for a safe event, likely curb the food BBQ portion.

- Met with New Captain Spitzer for AST look forward to working with him
- APSC Special Meeting on May 6th for Regulation considerations (newsletter)
- Range project. Rep. Prax asked for Business plan DOWL is working to complete.
- Officer in FTO is one week away from completing FTO. We do not foresee any issues super proud of all the FTO's, supervisors, and trainee. A lot of effort goes into this to make this a success.
- We are in 2nd phases of new policy revision "response to resistance"
- Traffic counter for NPHS and Dougchee and 7th avenue complete. Richardson and Badger Rd coming soon along with a list of other areas of interest. Officer Knuteson received kudo for his efforts.
- Inventories underway for DHS&EM inventory. Having a cleaning house on many old inventory items, FLIRS, Computers, 4-wheelers and such.
- New Vests found great vendor for ½ price with outer carriers. Half of cost now covered by ALM. Working to cover other half with DOJ funding program.
- Working with APSC on new ACADIS training database to track officer training statewide.
- Crime stats Admin is out hoping to have these available next meeting.
- Working with Muni-Solution on job descriptions

Fire Department, Chief Heineken

- Holiday Park Inc. has started the Fire Department ventilation project. Some delays may be experienced due to the current snow levels on the roof of the station. The project is expected to be completed sometime in May.
- Structure Fire on Park Way; on Tuesday April 5th just before noon the Fire Department responded to a structure fire. The occupant of the building was just able to escape the building but experienced burns and smoke inhalation before exiting the building. The fire department would like to remind everyone that a fire can happen to anyone at any time, smoke detectors did not alert this occupant. Check your smoke detectors regularly, it may save your life.
- The Fire Departments new volunteer program started April 1st. Last year with the outbreak of COVID the Fire Department closed to new volunteer applicants due to the in ability to train new personnel. With vaccinations being available it is now possible to begin training new volunteers again. The Fire Department took advantage of the 12 month break to re organize the volunteer program with new standards and expectations. Anyone interested in the new volunteer program or any of the staff programs should contact the Fire Chief or come by the Fire Station.

Finance, Tricia Fogarty

- Turned over 2020 Financials to Alliance Accounting Firm. They have the Audit to the City June 22, 2021 for review.
- Tyler Technologies has assigned the City a Project Manager and the migration of the systems continues. Weekly and Bi-Weekly meeting coming.

City Services, Bill Butler

Building Department

April 12, 2021

- Several permits are in the pipeline: Tesoro remodel to a Speedway Convenience Store; Single family home on Psalm Blvd.
- Preliminary discussions for three 4-plexs across from the Public Works Shop on Lewis Street.

Public Works

- Request is before Council for City's matching share for construction of NPHS Blvd. and Snowman land pedestrian paths.
- Tom Blair is on leave for an additional week and Cody is on his own.
- Public Works is recruiting for the Utility Assistant position.
- Hardpack removal began this past weekend.
 - o There is almost nowhere to put any additional snow.

Utility Department

Utility Department

- Beginning to encounter some sewer line freeze-up due to penetration of frost.
- Have not had any reports of frozen customer service lines. These most typically become apparent in May and June.
- Before the Council is a request for funding for Shannon & Wilson continued work on resolving 8th Ave. pump house fuel spill.

Moose Creek Water System Expansion Project.

- Working on releasing 134 consideration payments to Moose Creek residents.
- Have achieved slightly over 90% submission rate of new water customer (214 possible customers, 193 have submitted account applications)
- In a period of almost no construction activities—waiting on spring warming before can begin service line installations, completion of southern loop water main and well pump upgrades.

Borough Representative

None

City Clerk

- Benefits Renewal is 1-2 months ahead of schedule. I emailed City Council RISQ Benefits
 Renewal 2021-2022 for your review. Please look it over and call me with any questions you have.
 They have provided their recommendation. The Council will decide on approval of Renewal in
 May.
- David Evertson Municipal Solutions here this week. Thursday wants to meet with Council Members.

ONGOING PROJECTS

- Interior Gas Utility Update Dan Britton Presenter
 - 40 Customers in North Pole
- Total Compensation Project Committee Meeting Report

<u>CITIZEN'S COMMENTS – (Limited to Five (5) minutes per Citizen)</u>

• Reed Ward – Appeal regarding Sales Tax Owed the City of North Pole. Asking for an extension. Received a 6 month extension with 6 payments @ \$1,218.00 per month. Must keep current.

OLD BUSINESS

None

NEW BUSINESS

MOTION TO ACCEPT BID AND CONTRACT FOR NORTH POLE POLICE DEPARTMENT COVID – 19 PROCESSING AND DECONTAMINATION FACILITY

Mr. McGhee moved to Approve Motion to Accept Bid and Contract for North Pole Police Department Covid – 19 Processing and Decontamination Facility.

Seconded by Mr. Claus

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ACCEPT BID AND CONTRACT FOR NORTH POLE POLICE DEPARTMENT COVID – 19 PROCESSING AND DECONTAMINATION FACILITY:

YES: 6 – Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Cromer, Mr. McGhee, Mayor Welch NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

Council Comments

Mr. McGhee moved to Adjourn

Seconded by Mrs. Welch

The rescheduled meeting of April 5, 2021 held on April 12, 2021 due to Severe Inclement Weather adjourned at 9:27p.m.

	Michael Welch, Mayor
ATTEST:	
Aaron M. Rhoades, City Clerk	

Sponsored by: Mayor Michael W. Welch Introduced & Advanced: April 12, 2021 Adopted: April 19, 2021

1 2	CITY OF NORTH POLE ORDINANCE 21-06
3	AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO SUPPORT
4	FUNDING FOR THE CONSTRUCTION OF THE 2017 FMATS SIDEWALK
5	IMPROVEMENT PROJECT FOR NORTH POLE HIGH SCHOOL
6	BOULEVARD AND SNOWMAN LANE
7	
8 9	WHEREAS , changes to Public Works practices and policies is a continually changing requirement; and,
10 11	WHEREAS, the City of North Pole budget should be amended to conform to the requirements
12 13	of the City; and,
14 15	WHEREAS , adjustment in the budget are necessary to remain compliant with Council approved authorizations and budget management rules, and
16 17	WHEREAS, fiscal notes are the method prescribed by the code to amend a budget; and,
18 19	WHEREAS, fiscal notes have been reviewed by the Accountant and Mayor for accuracy and
20 21	will be recorded as amendments to the budget upon approval,
22 23 24 25	NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the fiscal note attached to this ordinance totaling \$80,197.00 as a matching contribution for the construction of pedestrian paths on North Pole High School Boulevard and Snowman Lane.
26 27 28	Section 1 . This ordinance is of a general nature and shall not be codified.
29	Section. Effective date.
30	This ordinance shall become effective immediately upon passage.
31 32 33 34 35	PASSED AND ADVANCED by a duly constituted quorum of the North Pole City Council this 5 th day of April 2021.
36 37	Michael W. Welch, Mayor
38 39	ATTEST:
40 41	
42 43	Aaron Rhoades, North Pole City Clerk
44	PASSED/FAILED Yes: No: Absent:



City of North Pole, Alaska

Fiscal Note Year: 2021

Ordinance: 21-06

Originator / Sponsor Name: Bill Butler

Date: March 31, 2021

Does the Ordinance or Resolution have a fiscal impact? Yes

Fund- Dept. Title	Account Description	Account #	Debit	Credit
Capital Reserve	Transfer Out	20-10-9-999	80,197.00	
General Fund	Transfer In	01-00-3-999		80,197.00
General Fund	Street Maintenance	01-58-7-710	80,197.00	
Capital Reserve	Transfer Out	01-58-9-998		80,197.00

In 2017 the City Council approved the initial matching contribution for the design of pedestrian paths on NPHS Blvd and Snowman Lane. For the project to go to bid, the city needs to provide the matching contribution for construction. Should the city not provide the match the projects will be removed from the bid documents and the paths will not be built.

Prepared By: Bill Butler	Date: <u>3/21/2021</u>		
Finance Approval: Tricia Fogarty	Date: 3/31/2021		

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: North Pole City Council

From: Bill Butler

Date: March 23. 2021

Subject: Recommendation to support funding construction of the 2017 FMATS Sidewalk

Improvement Project

Recommendation

Support funding the 2017 FMATS Sidewalk Improvement Project by funding Phase 4 Construction totaling \$80,197.00.

Background

The FAST (formerly FMATS) Sidewalk Improvement Project provides funding for the rehabilitation and construction of sidewalks, pedestrian paths and bicycle paths with a required matching contribution from the City. The City nominated the two projects below in 2017 and the City approved the projects and paid the initial matching contribution. The projects are ready to go to bid for planned construction in summer 2021. Attached are the local match and maintenance agreements of the projects previously approved by the City.

Snowman Lane

Snowman Lane between 5th and 8th Avenues is 920 feet in length. On 4th Avenue is the North Pole Elementary School and on 8th Avenue is the North Pole Middle School. At the 8th Avenue intersection with the Old Richardson Highway, the road becomes NPHS Boulevard and that leads to the NPHS. The pavement width of Snowman Lane in this section is 34 feet—Road width of 23 feet and an 11-foot widened shoulder. There are drainage ditches on both sides of the road section. The proposed project would construct an eight-foot sidewalk with a curb and gutter on the west side of the road. Installation of this sidewalk would provide pedestrians with sidewalks on Snowman Lane from City Hall to the north to 8th Avenue to the south. The proposed sidewalk would intersect with the Alaska Railroad pedestrian path will provide a connection to the 8th Avenue pedestrian path. The connection with the Alaska Railroad and 8th Avenues paths helps to create a more interconnected pedestrian path network within the City. Due to road and driveway crossings, the estimated length of the sidewalk to be installed is 880 feet.

NPHS Boulevard

Currently, a six-foot-wide sidewalk with curb is located on the south side of the North Pole High School Boulevard and runs from the Old Richardson Highway for 2,115 feet to the first driveway entrance at the North Pole High School. A FMATS Improvement project repaved NPHS Boulevard in 2011 (mill and pave). The repaving did not address poor drainage along the road. There is insufficient space south of the sidewalk to install drainage. NPHS Boulevard is one of the City's most used roads. In the winter, traffic on the road quickly compacts the snow into hardpack. With the sidewalk immediately adjacent to the road and icy conditions this is a safety concern. In wet conditions, large puddles form along the road creating splash hazards for pedestrians. During periods of fluctuating temperatures that cause puddles on the road results in the sidewalks being splashed with overspray that can quickly form into dangerous icing on the sidewalk.

The City proposed demolition of the existing sidewalk providing an area for construction of a catchment ditch and as an area to hold snow in the winter and road runoff. On the north side of the road there is a sufficient area in the right of way to install a wide separate pedestrian path. The separated path will allow for the construction of a drainage ditch for runoff and snow storage. The separated path will provide a safer path for pedestrians walking to and from the NPHS. A possible challenge for the project is the streetlights along NPHS Boulevard are on the south side of the road while the proposed new pedestrian path is on the north side of the road.

46

CITY OF NORTH POLE RESOLUTION 17-05

A RESOLUTION OF THE CITY OF NORTH POLE SUPPORTING THE 2017 FAIRBANKS METROPOLITAN AREA TRANSPORTATION SYSTEM SIDEWALK IMPROVEMENT PROGRAM FOR THE CONSTRUCTION OF PEDESTRAIN PATHS ON NPHS BOULEVARD AND SNOWMAN LANE

WHEREAS: the City of North Pole in interested in providing safe and convenient pedestrian paths throughout the City, and;

WHEREAS: the City has a number of city streets with no pedestrian facilities and disconnected pedestrian facilities within the city limits, and:

WHEREAS: the Fairbanks Metropolitan Transportation System (FMATS) Sidewalk Improvement Program dedicates funding to rehabilitate existing pedestrian paths and to construct new paths, and;

WHEREAS: NPHS Boulevard and the southern end of Snowman Lane are located in the vicinity of schools and they have no pedestrian facilities unsafe pedestrian facilities, and

WHEREAS: the pedestrian projects listed above will be designed in late 2017 for construction planned for as early as summer 2018, and

WHEREAS: the value of the design and construction of these three pedestrian paths is estimated to cost \$872,288 and the City's total required match is \$93,742, and;

WHEREAS: for these projects to proceed to design scheduled to begin in fall 2017, the City must make an initial payment of \$13,545 and pay the balance of \$80,197 in early 2018 for the projects to proceed to construction, and:

WHEREAS: the city council is committing to fund a transfer into the capital projects fund of no less than \$93,742 for the 2018 year.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of North Pole that it supports the 2017 FMATS Sidewalk Improvement Program that will construct pedestrian paths on NPHS Boulevard and Snowman Lane with a City matching contribution of \$93,742. Further, the Council supports the partial payment in 2017 totaling \$13,545 required for the project to proceed to design.

PASSED and APPROVED by a duly constituted quorum of the North Pole City Council this 3rd day of April, 2017.

ATTEST:

Sally Terch
Acting North Pole City Clerk

Yes: 7 - McGhee, McCarthy, Isaacson, Thompson, Skipps, Claus, Ward

No: 0 Absent: 0 Bryce J. Ward, Mayor

Memorandum of Agreement for the

Local Match Contribution for the

2017 FMATS Sidewalk Improvement Program

IRIS # NFHWY00138

Between

The State of Alaska Department of Transportation and Public Facilities and

The City of North Pole

Local Match Contribution

The City of North Pole (CONP) hereby agrees to provide ninety three thousand seven hundred forty two dollars (\$93,742.00) to the State of Alaska Department of Transportation and Public Facilities (ADOT&PF) to fulfill the CONP share of the local match contribution required for the construction of the 2017 FMATS Sidewalk Improvement Program. The local contribution shall be lump sum payments made by the CONP to ADOT&PF for each project phase prior to obligation of Federal funds for that phase of the project. The funding schedule is provided below.

This project is part of the 2017 FMATS Sidewalk Improvement Program currently listed in the FMATS 2017 – 2020 TIP. ADOT&PF has agreed to provide the local match on the design phase of the project.

The local match for construction is based on the amount of matching funds required for federal-aid highway funding and the estimated right of way, utility and construction cost within the City of North Pole totaling \$872,288.00. The local match percentage is 9.03%, for a sum of \$78,767.00. A 50% preconstruction contingency fee of \$4,515.00 and a 15% construction contingency fee of \$10,460.00 are added to the local match. The total local match contribution for this project is \$93,742.00.

The ADOT&PF and the CONP will execute an amendment to this Memorandum of Agreement (MOA) if changes are needed to the scope, schedule and budget. The CONP will be required to provide additional match funds associated with an increased budget. Upon project completion and final project closeout, if the final cost is less than the current estimated total cost, the local contribution will be recalculated and any excess local cash contribution will be refunded to the CONP.

ADOT&PF hereby agrees to construct this project in accordance with the following project description and schedule:

"Keep Alaska Moving through service and infrastructure."

Project Description:

NPHS Boulevard Separated Pedestrian Path -Remove existing sidewalk and construct a new separated path adjacent to the road, and relocate utilities as required to accommodate new construction between the school and the Old Richardson Highway.

Schedule:

This project is scheduled for obligation of funds as follows:

Phase	FFY	ESTIMATED PHASE NEEDS (TOTAL \$)	9.03% MATCH REQUIRED	MATCH CONTINGENCY REQUIRED**	TOTAL MATCH CONTRIBUTED
7	18	\$100,000	\$9,030	\$4,515	\$13,545
4	18	\$451,410	\$40,762	\$6,114	\$46,876
Total		\$551,410	\$49,792	\$10,629	\$60,421
** 50% Contingency required for Phase 2-Design, Phase 3-ROW, and Phase 7-Utilities.					
**	15% Contingency required for Phase 4-Construction.				

Project Description:

Snowman Lane Sidewalk (5th Avenue – 8th Avenue) –Install new sidewalk and reconstruct the road surface to accommodate drainage between East 5th and East 8th Avenues.

Schedule:

This project is scheduled for obligation of funds as follows:

Phase	FFY	ESTIMATED PHASE NEEDS (TOTAL \$)	9.03% MATCH REQUIRED	MATCH CONTINGENCY REQUIRED**	TOTAL MATCH CONTRIBUTED	
7	18	\$0	\$0	\$0	\$0	
4	18	\$320,878	\$28,975	\$4,346	\$33,321	
Total		\$320,878	\$28,975	\$4,346	\$33,321	
** 50% Contingency required for Phase 2-Design, Phase 3-ROW, and Phase 7-Utilities.						
**						

[&]quot;Keep Alaska Moving through service and infrastructure."

Total CONP Sidewalk Improvement Projects:

Phase	FFY	ESTIMATED PHASE NEEDS (TOTAL \$)	9.03% MATCH REQUIRED	MATCH CONTINGENCY REQUIRED**	TOTAL MATCH CONTRIBUTED
7	18	\$100,000	\$9,030	\$4,515	\$13,545
4	18	\$772,288	\$69,737	\$10,460	\$80,197
Total		\$872,288	\$78,767	\$14,975	\$93,742
** 50% Contingency required for Phase 2-Design, Phase 3-ROW, and Phase 7-Utilities.					

ADOT&PF may modify this funding schedule for reasons that are beyond its control, including, but not limited to elimination or restriction of funds at the state and federal level. The CONP and the ADOT&PF may amend this agreement by mutual consent.

15% Contingency required for Phase 4-Construction.

-			
Ryan	F. Anderson, P.E.	A	cting Northern Region Director
			sportation & Public Facilities

7 (18/25)7 Date

Bryce Ward, Mayor City of North Pole 7-18-17

Date

[&]quot;Keep Alaska Moving through service and infrastructure."

Sponsored by: Mayor W. Michael Welch Introduced and Advanced: April 12, 2021 Adopted: April 19, 2021

1	CITY OF NORTH POLE
2	ORDINANCE NO. 21-07
3	
4	AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO ENGAGE IN A
5	PROFESSIONAL SERVICES AGREEMENT WITH SHANNON & WILSON TO
6	CONTINUE MONITORING AND MITIGATION EFFORTS FOR THE 8 TH AVENUE
7	HEATING FUEL OIL SPILL
8	
9	WHEREAS, changes to the public services practices and policies is a continually changing
10	requirement; and
11	WHEREAC A C'. CN A D I M '' I C I I I I I I I I C A A
12	WHEREAS, the City of North Pole Municipal Code should be amended to conform to the
13 14	requirements of the City; and
15	WHEREAS , the North Pole Utility's (Utility) goal is to provide its customers with a safe and
16	dependable supply of drinking water; and
17	dependable supply of drinking water, and
18	WHEREAS, the Utility is required by the Alaska Department of Environmental Conservation to
19	delineate the extent of a heating fuel plume caused by a spill at the 8 th Avenue Pump House; and
20	demine the enterior of a noming rule promise courses of a spin at the contract course, and
21	WHEREAS, the Utility has sought the assistance of Shannon & Wilson to monitor the extent of
22	the plume and submit reports to the ADEC on behalf of the Utility;
23	and prome and successful to the 122 de on outland of the canal,
24	NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole authorizes
25	the Utility to engage in its fourth professional services agreement with Shannon & Wilson to
26	monitor the heating fuel oil spill that originated at the 8 th Avenue pump house. The cost of these
27	services total \$62,614.00
28	
29	Section 1. Effective date. This ordinance shall become effective immediately upon passage.
30	
31	Introduced and Advanced by a duly constituted quorum of the North Pole City Council this 5th
32	day of April 2021.
33	
34	
35	
36	Michael W. Welch, Mayor
37	ATTEST:
38	
39	

40		
41	Aaron M. Rhoades, North Pole City Clerk	PASSED/FAILED
	1101011 1110 1110 0100 000, 1 (01011 1 010 010) 010111	Yes:
42		No:
43		Absent:



City of North Pole, Alaska

Fiscal Note Year: 2021

Ordinance: 21-07

Originator / Sponsor Name: Bill Butler

Date: March 31, 2021

Does the Ordinance or Resolution have a fiscal impact? Yes

Fund- Dept. Title	Account Description	Account #	Debit	Credit
Water Reserve Fund	Transfer Out	51-10-9-999	62,614.00	
Water Fund	Transfer In	41-00-9-999		62,614.00
Water Fund	Professional Services	41-10-2-235	62,614.00	
Water Fund	Transfer Out to Fund Balance		02,014.00	62,614.00

Transfer \$62,414.00 to professional service, water department for a contract with Shannon and Wilson to continue efforts to monitor and mitigate 8th Ave fuel oil spill.

Prepared By: <u>Bill Butler</u>	Date: <u>3/21/2021</u>	
Finance Approval: Tricia Fogarty	Date: 3/31/2021	



March 26, 2021

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

RE:

PROPOSED SCOPE OF SERVICES, 2021 WORK PLAN IMPLEMENTATION, CITY OF NORTH POLE 8TH AVENUE FIRE-WELL PUMP HOUSE, NORTH POLE, ALASKA

ADEC FILE #: 100.38.224

We are pleased to present our proposal to support the City of North Pole by implementing services described in the 8th Avenue Fire-Well Pump House, Work Plan Addendum (March 2021 WP) dated March 3, 2021. The Work Plan (WP) was submitted to the Alaska Department of Environmental Conservation (DEC) on March 3, 2021. We received WP approval from DEC on March 22, 2021.

PROJECT PURPOSE AND OBJECTIVES

The project purpose this year is to further investigate groundwater onsite and downgradient of the pump house site to delineate the extent of the groundwater contaminant plume and lead towards site closure. The overall goal of this project is to determine whether further monitoring and/or corrective actions may be necessary.

SCOPE OF SERVICES

The following sections summarize our 2021 proposed scope of services; additional details regarding each task are described in one or more of the following WPs:

- City of North Pole 8th Avenue Fire-Well Pump House Site Characterization Final Work Plan, dated April 2018 (April 2018 WP);
- 8th Avenue Fire-Well Pump House Additional Site Characterization Work Plan, dated May 2019 (May 2019 WP); and
- 8th Avenue Fire-Well Pump House, Work Plan Addendum, dated March 3, 2021 (March 2021 WP).

Our cost estimate, presented as an attachment, includes a breakdown of the labor and expenses for the project.



TASK 1- GROUNDWATER SAMPLING

Our proposed 2021 groundwater activities include a Spring and Fall sampling event. The Spring event will be completed subsequent to the 2021 monitoring well installation and development and prior to the activities described in Task 3. The Fall event will be completed subsequent to the activities described in Task 3. Our proposed groundwater sampling schedule is as follows:

- Spring 2021 Groundwater Event:
 - semiannual sampling from the on-site and off-site monitoring wells downgradient of the recovery well and underground storage tank (MW-1, MW18-01, MW18-02, MW19-01, MW19-02, and 2021 installed monitoring well); and
 - o biannual sampling (once every two years) from monitoring wells upgradient of the release area (MW-2, MW19-03, and MW19-04). These wells were last sampled in 2019 and the biannual event will begin in 2021.
- Fall 2021 Groundwater Event:
 - semiannual sampling from the on-site and off-site monitoring wells downgradient of the recovery well and underground storage tank (MW-1, MW18-01, MW18-02, MW19-01, MW19-02, and 2021 installed monitoring well).

We will collect groundwater samples as described in Section 5.2 of the May 2019 WP, for the analytes described in Sections 4 and 6.1 of the May 2019 WP. Our costs include sulfate analysis during the Fall 2021 sampling event and will only be implemented if deemed necessary or requested by DEC. We will filter purge water and decontamination rinse water with granular activated carbon and dispose of it at the site as described in Section 8 of the May 2019 WP.

Subsequent groundwater sampling schedules may change based on the 2021 monitoring well installation results and after the substrate injection described in Task 3. Should a reduced sampling schedule be possible, the schedule recommendations to DEC will be updated during the next proposal and/or work plan period.

TASK 2 – MONITORING WELL INSTALLATION

We will request utility locations from local utility providers before starting drilling activities. Due to nearby utilities in the right-of-way, we will use a Vac-Truck to remove soil down to approximately 6 feet below ground surface prior to soil-boring and monitoring

well installation activities. We will subcontract GeoTek Alaska, Inc. to install the monitoring well in the location as described in the March 2021 WP.

Two analytical samples will be collected from the soil boring: one at the highest field screening result and one above the groundwater interface. If our photoionization detector readings from the soil boring are less than 20 part per million, we will collect only one sample, from within the first six inches above the groundwater table. Soil borings, field-screening, and soil sample collection procedures are described in Section 5.1 of the May 2019 WP and monitoring well installation design and construction is described in Section 5.2.1 of the May 2019 WP.

Investigation-derived waste (IDW) will be managed as described in Section 8 of the May 2019 WP. If required, we will arrange for transport of soils for disposal via thermal remediation by NRC. Monitoring well development water will be contained in 55-gallon drums and we will allow time for the silt to settle before filtering the water with granular activated carbon to dispose at the site.

TASK 3 – RECOVERY WELL DECOMMISSIONING

We will subcontract GeoTek Alaska, Inc. to assist with the decommissioning efforts. The 24-inch diameter recovery well (RW-1) will be decommissioned in place as described in the March 2021 WP. GeoTek will provide decontamination of equipment surfaces used to decommission the recovery well.

Prior to decommissioning and directly after the spring 2021 groundwater sampling event, we may inject a substrate non-blended (sulfate only) RegenesisTM PetroFixTM as a one-time addition into the recovery well as an attempt to accelerate the depletion of petroleum constituents at the site, as suggested by DEC. prior to injection e will consult with RegenesisTM for the actual dosage amount and rate of discharge.

Our cost assumes two 55-gallon drums of remediation fluid diluted by water will be discharged into the recovery well according to RegenesisTM directions. Each drum will be diluted in a 300-gallon portable water tank and injected into RW-1 via gravity feed. The first drum will be injected and allowed to infiltrate for up to five days. We will begin inspecting MW-1 for carbon infiltration on the same day as injection. If carbon is observed in MW-1, the second drum of remediation fluid will not be required.



TASK 4 - REPORTING

We will review analytical data generated by the laboratory and prepare a summary report as described in the May 2019 WP, in which we will document monitoring well installation and recovery well decommissioning, summarize soil and groundwater results, and evaluate those results in the context of DEC regulatory limits.

Qualified Shannon & Wilson personnel will review field data, including sample descriptions and pertinent observations, during preparation of the report. We will provide a discussion of sample results and recommendations for additional investigation, corrective action, monitoring, or site closure as appropriate. We will also include laboratory data reports, DEC data-review checklists, and copies of COC records with the report.

We will submit a draft summary report to you approximately 45 days from receipt of the final laboratory report. Any comments from the CoNP will be incorporated in the report and a final report will be submitted to the DEC 60 days from receipt of the final laboratory report.

PROJECT TEAM

Mark Lockwood will serve as the Shannon & Wilson's Principal-in-Charge, and Sheila Hinckley will serve as the Project Manager. Shannon & Wilson's project team also includes other State of Alaska Qualified Environmental Professionals from our Fairbanks office as needed, to support the various field and reporting tasks required to achieve project objectives.

SCHEDULE

Upon receiving your notice to proceed, we will begin we will begin coordinating with our drilling contractor to schedule the soil borings and installation of the monitoring well, and recovery well decommissioning. We will also coordinate with our surveyor contractor to schedule the groundwater survey, and the analytical laboratory for soil and groundwater analysis.

We anticipate the Spring 2021 groundwater sampling event be completed in May or June 2021, and after Task 2 is complete. We anticipate the Fall 2021 groundwater sampling event to occur in September or October 2021, and after completing Task 3.

TERMS AND CONDITIONS

Our fee for conducting the scope of services described above will be on a time and materials basis. Estimated costs associated with each task are listed in the attached Project Cost Estimate.

Our fee for the above services and the terms and conditions under which our services are offered will be in accordance with our Standard General Terms and Conditions (All Purpose), attached to and an integral part of our proposal. If you are unwilling or unable to accept these terms and conditions, we are willing to negotiate these terms and conditions and their associated impacts on our approach, scope of services, schedule, and price. At the time you accept our proposal, you must notify us in writing of your intent to negotiate. If you do not submit written notification to the contrary, we will proceed on the basis you accept our proposal as stated.

If this proposal meets with your approval, please sign in the space provided and return one signed copy of this letter, which will constitute your authorization for us to proceed with the services. The estimated fee and schedule for this work is firm for 60 days from the date of this proposal. Should acceptance and authorization for this work come after 60 days, we will review our estimate to determine if any changes have occurred that would affect the cost or schedule.

We have attached to this proposal a document titled "Important Information about your Environmental Proposal" which explains the limitations on our services. Please read it carefully so that you understand what our services can and cannot do for you.

We are pleased to have the opportunity to assist you with this project. Please contact me at 907-458-3151 if you have any questions.

Sincerely,

SHANNON & WILSON

Sheila Hinckley

Senior Environmental Scientist

SMH:MSL/smh

Enc. Project Cost Estimate

Standard Terms and Conditions (All Purpose)

Important Information about your Environmental Proposal

ACCEPTANCE

I accept the above conditions and authorize the work to proceed.

By:	Printed Name:	
Title:	Date:	

SHANNON & WILSON, INC.	Proposal: Date: Client: Project:		106734-P1 March 26, 2021 City of North Pole 8th Avenue Fire-Well Pump House 2021 Work Plan Implementation	Work Plan Implemen	tation	
Professional Services Summary	Labor	Other Direct Costs	Subcontract	Expense Total	M/U on Subcontracts	Totals
Task 1: 2021 Groundwater Sampling (2 Events)	\$7,185	\$1,342	\$10,635	\$11,977	\$1,595	\$20,757
Task 2: Monitoring Well Installation	\$2,545	\$525	\$8,730	\$9,255	\$1,310	\$13,110
Task 3: Recovery Well Decommissioning	\$2,190	\$348	\$9,861	\$10,209	\$1,479	\$13,878
Task 4: Reporting (2 Reports)	\$14,770	\$100	0\$	\$100	\$0	\$14,870
Total Fee	\$26,690	\$2,314	\$29,226	\$31,540	\$4,384	\$62,614

014 100 1991 510111111111111111111111111111				Pronosal	106734-P1				
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS				Date:	March 26, 2021 City of North Pole	7: <u>a</u>			
				Project:	8th Avenue Fi	8th Avenue Fire-Well Pump House 2021 Work Plan Implementation	2021 Work	k Pían ⊦mple	mentation
					Labor Hours				
Task 1: 2021 Groundwater Sampling (2 Events)	Officer	Sr. Associate	Sr. Scientist	Sr. Associate Sr. Scientist Sr. Scientist	Scientist IV	Scientist III Sr. Tech	_	Office Svcs	Totals
Project Coordination and Management				10					9
Spring 2021 Groundwater Sampling (nine wells)				18	11				29
Fall 2021 Groundwater Sampling (six wells)				12	80				20
Task Subtotal Hours				40	19				23
Hourly Rate	\$235.00	\$190.00	\$140.00	\$125.00	\$115.00	\$100.00 \$	\$95.00	\$75.00	
Task Subtotal Labor	\$0	\$0	\$0	\$5,000	\$2,185	\$0	\$0	\$0	\$7,185
Other Direct Costs	Number	Unit	Unit Rate	Sets	Amount	Comments:			
Water Sounder	4	day	\$25		\$100	Cust not broken stock stocked but OOC node I	horotory	Journal atom	d for two
Interface Probe	9.0	0.5 day	\$55		\$28	compling overthe Assumed 11 complete will be	iouratory c	t somethory	
Water Quality Meter	4	4 day	\$96		\$384	collected in the enti-	Soullies I	salliples v	III De
Submersible Sampling Pump	4	4 day	\$60		\$240	(including OC complex)	ing and o :	salliples III I	<u>a</u>
Peristaltic Pump (Only if Sheen is Present at MW-1)	9.0	0.5 day	\$30		\$15	(including the samples).	nes).		
Pump Tubing	300	30C foot	\$0.45		\$135		ě		
Sampling Supplies	4	4 day	\$35		\$140	Sulfate analysis costs are included in the event this is	sts are inc	luded in the	event this is
Vehicle	4	day	\$75		\$300	deemed necessary for the fall 2021 sampling event,	for the fal	II 2021 samp	oling event,
ODC Subtotal					\$1,342	based on spring 2021 results or at DEC request.	21 results	or at DEC r	equest.
Subcontracts	Number	Unit	Unit Rate	Sets	Amount				
SGS Laboratory Analysis (Groundwater)						o totomboulous	o pullado	vidori strong	200
GRO (AK 101)	16	19 sample	\$65.00		\$1,235	bours for a traffic control plan if coming	odnipling 5 potrol olon	if roquired	
DRO (AK 102)	16	19 sample	\$70.00		\$1,330	ווחחוז וחו ש וושוווג גר	חווים שוויים	י וו יבאחוובת.	
VOCs (EPA 8260B)	16	19 sample	\$160.00		\$3,040				
PAH (EPA 8270 SIM)	16	19 sample	\$160.00		\$3,040				
Trip Blank - GRO (AK 101)	64	2 blank	\$65.00		\$130				
Trip Blank - VOCs (EPA 8260B)	CA	blank	\$160.00		\$320				
						TASK	TASK COST SUMMARY	JMMARY	
Sulfate - Fall 2021 Sampling Event (only if required)	30	sample	\$30.00		\$240				
Design Alaska Monitoring Well Survey						Labor Subtotal ODC Subtotal	btotal btotal		\$7,185
One Survey During Spring 2021 Sampling Event	,	SI	\$1,300.00		\$1,300	Subcontracts	tracts		\$10,635
						Total Expenses	enses		\$11,977
Subcontract Subtotal					\$10,635	Subcontract M/U	t M/U	15%	\$1,595.25
TASK SUBTOTAL									\$20,757

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ONI NOS II/VIS NONNVARS IIII				Proposal:	Proposal: 106734-P1				
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS				Date: Client:	March 26, 2021 City of North Pole	21 Pole			
				Project:	8th Avenue Fi	8th Avenue Fire-Well Pump House 2021 Work Plan Implementation	louse 2021 V	Vork Plan Imple	mentation
					Labor Hours				
Task 2: Monitoring Well Installation	Officer	Sr. Associate	Sr. Scientist	Sr. Scientist Sr. Scientist II	Scientist IV	Scientist III	Sr. Tech	Office Svcs IV	Totals
Soil Borings and Monitoring Well Completion				∞	80				16
Monitoring Well Development				2					2
Task Subtotal Hours				13	80				- 21
Hourly Rate	\$235.00	\$190.00	\$140.00	\$125.00	\$115.00	\$100.00	\$95.00	\$75.00	
Task Subtotal Labor	\$0	\$0	\$0	\$1,625	\$920	\$0	\$0	\$0	\$2,545
Other Direct Costs	Number	Unit	Unit Rate	Sets	Amount	Comments:			
Air Compressor and Air Diaphragm Pump (Well Development)	,	day	\$100		\$100	Two gold cam	loni ore aela	ui appendie are included under Subcontracte	contracte in
Soil Boring Sampling and Well Development Supplies	,	day	\$230		\$230	the event mo	pics are incli-	uded dirider out.	collidate, iii
OIA		day	\$120		\$120	rie event more man one is required	ים הושון סוום	s icquired.	
Vehicle (Installation and Return Trip for Development)		day	\$75		\$75	Soil treatment will only be required results exceed DEC cleanin levels	it will only be	Soil treatment will only be required if analytical	ytical
ODC Subtotal				=======================================	\$525				
Subcontracts	Mumber	Hoit	Unit Rate	Sptc	Amount	Monitoring w	ell installation	Monitoring well installation subcontract and labor	
Geotek Alaska Inc.						hours include	costs for the	hours include costs for the vacuum truck (necessary	necessary
2-inch diameter Monitoring Well Installation		rs	\$7,220.00		\$7,220	tor nearby utilities).	lities).		
US ecology									
Soil Thermal Treatment and Disposal (only if required)		drum	\$350.00		\$320				
SGS Laboratory Analysis (Soil Borings)									
GRO (AK 101)	7	sample	\$65.00		\$130		TASK COST SUMMARY	SUMMARY	
DRO (AK 102)		2 sample	\$70.00		\$140				
VOCs (EPA 8260B)		2 sample	\$160.00		\$320	Lab	Labor Subtotal		\$2,545
PAH (EPA 8270 SIM)	7	sample	\$160.00		\$320	9	ODC Subtotal		\$252
Utility Locates						S	Subcontracts		\$8,730
Star Electric - private utility locates (If Required)		LS	\$250.00		\$250	Tota	Total Expenses		\$9,255
Subcontract Subtotal					\$8,730	Subco	Subcontract M/U	15%	\$1,309.50
TASK SUBTOTAL									\$13,110

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			Client: (Project: 8	Client: City of North Pole roject: 8th Avenue Fire-W	ole rie-Well Pump I	House 2021 W	Cifent: City of North Pole Project: 8th Avenue Fire-Well Pump House 2021 Work Plan Implementation	nentation
				Labor Hours				
Task 3: Recovery Well Decommissioning	Officer Sr. Associ	Sr. Associate Sr. Scientist Sr. Scientist	Sr. Scientist I	Scientist IV	Scientist III	Sr. Tech	Office Svcs	Totals
Decommission 24-inch Recovery Welf			·					80
Preparation, Transport, and Injection of PetroFix™	-		œ					o
Task Sultrotal Hours	-		\$					17
	\$235.00 \$190.00	00 \$140.00	\$125.00	\$115.00	\$100.00	\$95.00	\$75.00	:
Task Subtotal Labor	\$0 \$1	\$190	\$2,000	\$0	\$0	\$0	\$0	\$2,190
Other Direct Costs Nur	Number Unit	Unit Rate	Sets	Amount	Comments:			
Sulfate Injection Equipment and Supplies	day	\$250		\$250	2 drime of	PotroEiv TM incl	frame of DotroEiv M included in sacts in	the event
Old	0.5 day	\$120		\$60	and than a	מין שווים	more than one draim is required. If only one draim is	ai Elizabeth
Vehicle	0.5 day	\$75		\$38	required, the ad	additional Pe	required, the additional PetroFix™ and shipping will	ipping will
						<u>;</u>		
ODC Subtotal				\$348				
L	Number Unit	Unit Rate	Sefs	Amount				
Geotek Alaska, Inc.								
24-inch diameter Recovery Well Decommissioning	1 LS	\$5,035		\$5,035			*	
Regenesis						TASK COST SUMMARY	SUMMARY	
	2 drum	\$1,850		\$3,700				
PetroFix™ Shipping and Handling	2 drum	\$563		\$1,126	La La	Labor Subtotal		\$2,190
						ODC Subtotal		\$348
					70	Total Expenses		\$10,209
Subcontract Subtotal				\$9,861	Subc	Subcontract M/U	15%	\$1,479.15
TASK SUBTOTAL								\$13,878

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SHANNON & WILSON, INC. GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS				Proposar: 1067.34-P1 Date: March 26,	March 26, 2021	24			
				Client: Project:	Client: City of North Pole roject: 8th Avenue Fire-M	ole ire-Well Pump	House 2021 N	City of North Pole 8th Avenue Fire-Well Pump House 2021 Work Plan Implementation	mentation
					Labor Hours				
Task 4: Reporting (2 Reports)	Officer	Sr. Associate	Sr. Associate Sr. Scientist Sr. Scientist	br. Scientist I	Scientist IV	Scientist III	Sr. Tech	Office Svcs IV	Totals
Spring 2021 Data Review and Validation				4	16				20
Spring 2021 Report (Draft and Final)	2			15	30			-	48
Regulatory Comments and Coordination (If Required)			-	4				-	9
Fall 2021 Data Review and Validation				4	80				12
Fall 2021 Report (Draft and Final)	_			10	20				31
Regulatory Comments and Coordination (If Required)			ļ	4					5
Task Subtotal Hours	3		2	41	74			2	122
Hourly Rate	\$235.00	\$190.00	\$140.00	\$125.00	\$115.00	\$100.00	\$95.00	\$75.00	
Task Subtotal Labor	\$705	\$0	\$280	\$5,125	\$8,510	\$0	\$0	\$150	\$14,770
Other Direct Costs	Number	Unit	Unit Rate	Sets	Amount	Comments:			
Misc. phone, copies (Includes up to 1 revision if required)	7	reports	\$25		\$100				
						Additional Is Reporting fr sampling (T	Additional labor included c Reporting for services in a sampling (Tasks 2 and 3).	Additional labor included during Spring 2021 Reporting for services in addition to groundwater sampling (Tasks 2 and 3).	J21 ndwater
						Additional	- paprilucinded	Additional labor included for one set of Regulatory	Boulatory
ODC Subtotal					\$100	on thomas	pue sesuous	comment responses and one report revision per	ion ner
Subcontracts	Number	Unit	Unit Rate	Sets	Amount	report, only if required.	if required.		2
							TASK COST	TASK COST SUMMARY	
							late Outstate		644 770
						, C	ODC Subtotal		5,7,0
						, 0,	Subcontracts		200
						70	Total Expenses		\$100
Subcontract Subtotal			-		\$0	Subc	Subcontract M/U	15%	\$0.00
TASK SUBTOTAL									\$14,870



Attachment to and part of Proposal: 106734-P

Date: March 26, 2021

To: City of North Pole

Attn: Mr. Bill Butler

Re: 8th Ave Fire-Well Pump House : 2021 Work Plan Implementation

Standard General Terms and Conditions

ARTICLE 1-SERVICES OF SHANNON & WILSON

Shannon & Wilson's scope of work (Work) shall be limited to those services expressly set forth in its Proposal and is subject to the terms and conditions set forth herein

Shannon & Wilson shall procure and maintain all business and professional licenses and registrations necessary to provide its services. Upon Client's request (and for additional compensation, if not already included in Shannon & Wilson's Proposal), Shannon & Wilson shall assist Client in attempting to obtain, or on behalf of Client and in Client's name attempt to obtain, those permits and approvals required for the project for which Shannon & Wilson's services are being rendered.

Client acknowledges, depending on field conditions encountered and subsurface conditions discovered, the number and location of borings, the number and type of field and laboratory tests, and other similar items as deemed necessary by Shannon & Wilson in the exercise of due care, may need to be increased or decreased; if such modifications are approved by Client, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

If conditions actually encountered at the project site differ materially from those represented by Client and/or shown or indicated in the contract documents, or are of an unusual nature that materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in Shannon & Wilson's scope of work, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in Shannon & Wilson's Proposal, Shannon & Wilson may employ such subcontractors as Shannon & Wilson deems necessary to assist in furnishing its services.

If Shannon & Wilson's scope of work is increased or decreased by Client, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

ARTICLE 2-TIMES FOR RENDERING SERVICES

Shannon & Wilson shall perform its services in accordance with the schedule set forth in its Proposal.

If Shannon & Wilson's Proposal sets forth specific periods of time for rendering services, or specific dates by which services are to be completed, and such periods of time or dates are extended or delayed through no fault of Shannon & Wilson, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

If Shannon & Wilson's schedule is increased or decreased by Client, Shannon & Wilson's compensation shall be equitably adjusted.

ARTICLE 3-FEES AND EXPENSES FOR RENDERING SERVICES

Fees for Professional Services

Fees for Shannon & Wilson's services are based on the actual time expended on the project, including travel, by our personnel and will be computed by multiplying the actual number of hours worked times the following rates. These rates are for the 2020 calendar year. At the end of each calendar year, our rates will be adjusted for the next calendar year.

Officers/Associates		Engineer/Geologist/Hydrologi	st/Environmental	Field and Lab Technician/Drafter/Technical Assistant		Overtime
Officers/VP	\$235.00	Senior Professional III	\$160.00	Senior Technical Services (Senior, IV)	\$90.00	\$112.50
Senior/Associate	\$190.00	Senior Professional II	\$140.00	Technical Services (III, II, I)	\$85.00	\$106.25
Associate	\$175.00	Senior Professional I	\$125.00			
		Professional IV	\$115.00	Word Processing/Reproduction/Records/Clerical		
Special Services		Professional III	\$100.00	Senior Office Services (Senior, V, IV)	\$95.00	\$118.75
Computer Analyst	\$200.00	Professional II	\$95.00	Office Services (III, II, I)	\$75.00	\$93.75
Information Resources Specialist	\$135.00	Professional I	\$85.00	•		

Expert Testimony

Hourly rates will be doubled for time spent actually providing expert testimony in court or depositions.

Reimbursable Expenses

Expenses other than salary costs that are directly attributable to our professional services will be invoiced at our cost plus 15%. Examples include, but are not limited to, expenses for out-of-town travel and living, information processing equipment, instrumentation and field equipment rental, special fees and permits, premiums for additional or special insurance where required, telecommunication charges, local mileage and parking, use of rental vehicles, taxi, reproduction, local and out-of-town delivery service, express mail, photographs, laboratory equipment fees, shipping charges, and supplies.

ARTICLE 4-PAYMENTS TO SHANNON & WILSON

Invoices shall be prepared in accordance with Shannon & Wilson's standard invoicing practices and shall be submitted to Client by Shannon & Wilson monthly. The amount billed in each invoice shall be calculated as set forth in Shannon & Wilson's Proposal.

Unless Shannon & Wilson's Proposal contains a fixed lump-sum price, Shannon & Wilson's actual fees may exceed the estimate contained in its Proposal. Shannon & Wilson shall not exceed the estimate contained in its Proposal by more than 10% without the prior written consent of Client; provided however, unless the Client authorizes additional funds in excess of the estimate contained in Shannon & Wilson's Proposal, Shannon & Wilson shall have no obligation to continue Work on the project.

Invoices are due and payable within 30 days of receipt. If Client fails to pay Shannon & Wilson's invoice within 30 days after receipt, the amounts due Shannon & Wilson shall accrue interest at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) after the 30th day. In addition, Shannon & Wilson may, after giving seven days' written notice to Client, suspend services under this Agreement until Shannon & Wilson has been paid in full.

If Client disputes Shannon & Wilson's invoice, only the disputed portion(s) may be withheld from payment, and the undisputed portion(s) shall be paid.



Records of Shannon & Wilson's direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations. Upon request, such records shall be made available to Client for inspection on Shannon & Wilson's premises and copies provided to Client at cost.

ARTICLE 5-CLIENT'S RESPONSIBILITIES

Client shall grant or obtain free access to the project site for all equipment and personnel necessary for Shannon & Wilson to perform its services.

ARTICLE 6-STANDARD OF CARE/ABSENCE OF WARRANTIES/NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR'S PERFORMANCE Standard of Care

The standard of care for all professional services performed or furnished by Shannon & Wilson under this Agreement shall be the skill and care ordinarily exercised by other members of Shannon & Wilson's profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by Shannon & Wilson. The construction, alteration, or repair of any object or structure by Shannon & Wilson shall be performed in a good and workmanlike manner in accordance with general industry standards and conform to this Agreement. Shannon & Wilson warrants for one year from substantial completion of the Work, all goods delivered hereunder shall be new and free from defects in material or workmanship, and shall conform to the specifications, drawings, or sample(s) specified or furnished, if any, and shall be merchantable and fit for their intended purpose(s). Shannon & Wilson warrants that Shannon & Wilson has good and marketable title to all goods delivered hereunder, and that all goods delivered hereunder shall be free and clear of all claims of superior title, liens, and encumbrances of any kind.

Subsurface explorations and testing identify actual subsurface conditions only at those points where samples are taken, at the time they are taken. Actual conditions at other locations of the project site, including those inferred to exist between the sample points, may differ significantly from conditions that exist at the sampling locations. The passage of time or intervening causes may cause the actual conditions at the sampling locations to change as well.

Interpretations and recommendations made by Shannon & Wilson shall be based solely upon information available to Shannon & Wilson at the time the interpretations and recommendations are made.

Shannon & Wilson shall be responsible for the technical accuracy of its services, data, interpretations, and recommendations resulting therefrom, and Client shall not be responsible for discovering deficiencies therein. Shannon & Wilson shall correct any substandard Work without additional compensation, except to the extent that such inaccuracies are directly attributable to deficiencies in Client-furnished information.

No Warranties

Shannon & Wilson makes no guarantees or warranties, express or implied, under this Agreement or otherwise, about Shannon & Wilson's professional services.

Client-Furnished Documents

Shannon & Wilson may use requirements, programs, instructions, reports, data, and information furnished by Client to Shannon & Wilson in performing its services under this Agreement. Shannon & Wilson may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by Client to Shannon & Wilson. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from Shannon & Wilson's reliance on Client-furnished information, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Site Damage

Shannon & Wilson shall take reasonable precautions to minimize damage to the project site, but it is understood by Client that, in the normal course of Shannon & Wilson's services, some project site damage may occur, and the correction of such damage is not part of this Agreement unless so stated in Shannon & Wilson's Proposal. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from any project site damage caused by Shannon & Wilson, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Buried Structures

If there are any buried structures and/or utilities on the project site where subsurface explorations are to take place, Client shall provide Shannon & Wilson with a plan showing their existing locations. Shannon & Wilson shall contact a utility locator service to request that they identify any public utilities. Shannon & Wilson shall use reasonable care and diligence to avoid contact with buried structures and/or utilities as shown. Shannon & Wilson shall not be liable for any loss or damage to buried structures and/or utilities resulting from inaccuracy of the plans, or lack of plans, or errors by the locator service relating to the location of buried structures and/or utilities. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from damage to buried structures and/or utilities caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Aquifer Cross-Contamination

Despite the use of due care, unavoidable contamination of soil or groundwater may occur during subsurface exploration when drilling or sampling tools are advanced through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants off the project site. Because Shannon & Wilson is powerless to totally eliminate this risk despite use of due care, and because sampling is an essential element of Shannon & Wilson's services, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from cross-contamination caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Opinions of Probable Construction Costs

If opinions of probable construction costs are included in Shannon & Wilson's Proposal, Shannon & Wilson's opinions of probable construction costs shall be made on the basis of its experience and qualifications and represent its judgment as a professional generally familiar with the industry. Opinions of probable construction costs are based, in part, on approximate quantity evaluations that are not accurate enough to permit contractors to prepare bids. Further, since Shannon & Wilson

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has no control over the cost of labor, materials, equipment, or services furnished by others, the contractor's actual or proposed construction methods or methods of determining prices, competitive bidding, or market conditions, Shannon & Wilson cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of the components of probable construction cost prepared by Shannon & Wilson. If Client or any contractor wishes greater assurance as to probable construction cost, Client or contractor shall employ an independent cost estimator.

Review of Contractor's Shop Drawings and Submittals

If review of a contractor's shop drawings and submittals are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data that the contractor is required to submit, but solely for the limited purpose of checking for general overall conformance with Shannon & Wilson's design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences, or procedures; coordination of the Work with other trades; or construction safety precautions; all of which are the sole responsibility of the contractor. Shannon & Wilson's review shall be conducted with reasonable promptness while allowing sufficient time, in Shannon & Wilson's judgment, to permit adequate review. Review of a specific item shall not be construed to mean that Shannon & Wilson has reviewed the entire assembly of which the item is a component. Shannon & Wilson shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents that are not brought to the attention of Shannon & Wilson by the contractor in writing.

Construction Observation

If construction observation is included in Shannon & Wilson's Proposal, Shannon & Wilson shall visit the project site at intervals Shannon & Wilson deems appropriate, or as otherwise agreed to in writing by Client and Shannon & Wilson, in order to observe and keep Client generally informed of the progress and quality of the Work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow Shannon & Wilson, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with Shannon & Wilson's general overall design concept. Shannon & Wilson's authority shall be limited to observing, making technical comments regarding general overall compliance with Shannon & Wilson's design concept, and rejecting any work that it becomes aware of that does not comply with Shannon & Wilson's general overall design concept. Shannon & Wilson's acceptance of any non-conforming work containing latent defects or failure to reject any non-conforming work not inspected by Shannon & Wilson shall not impose any liability on Shannon & Wilson or relieve any contractor from complying with their contract documents. All construction contractors shall be solely responsible for construction site safety, the quality of their work, and adherence to their contract documents. Shannon & Wilson shall have no authority to direct any contractor's actions or stop any contractor's work.

If Shannon & Wilson is not retained to provide construction observation of the implementation of its design recommendations, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson, and indemnify and hold Shannon & Wilson harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of Shannon & Wilson's design recommendations, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

No Responsibility for Site Safety

Except for its own subcontractors and employees, Shannon & Wilson shall not supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incident to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor; all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of Shannon & Wilson is present at the project site performing his/her duties. Notwithstanding anything to the contrary, Shannon & Wilson shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by Shannon & Wilson shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance. Any direction provided by Shannon & Wilson shall be deemed solely to ensure the contractor's general overall compliance with Shannon & Wilson's design concept.

No Responsibility for Contractor's Performance

Except for its own subcontractors and employees, Shannon & Wilson shall not be responsible for safety precautions, the quality of any contractor's work, or any contractor's failure to furnish or perform their work in accordance with their contract documents.

Except Shannon & Wilson's own employees and its subcontractors, Shannon & Wilson shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or other persons at the project site, or otherwise furnishing or performing any work, or for any decision based on interpretations or clarifications of Shannon & Wilson's design concept given without the consultation and concurrence of Shannon & Wilson.

Approval of Contractor's Applications for Payment

If approval of a contractor's applications for payment are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review the amounts due the contractor and issue a recommendation about payment to Client. Shannon & Wilson's review and approval shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by Shannon & Wilson that to the best of Shannon & Wilson's knowledge, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that Shannon & Wilson has made an exhaustive check or a detailed or continuous inspection check of the quality or quantity of the contractor's work; approved the contractors means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 7-CONFIDENTIALITY AND USE OF DOCUMENTS

Confidentiality

Shannon & Wilson agrees to keep confidential and to not disclose to any person or entity (other than Shannon & Wilson's employees and subcontractors) without the prior consent of Client, all information furnished to Shannon & Wilson by Client or learned by Shannon & Wilson as a result of its Work on the project; provided however, that these provisions shall not apply to information that is in the public domain through no fault of Shannon & Wilson, was previously known to Shannon & Wilson, or was independently acquired by Shannon & Wilson from third parties who were under no obligation to Client to keep said information confidential. This paragraph shall not be construed to in any way restrict Shannon & Wilson from making any disclosures required by law. Client agrees that Shannon & Wilson may use and publish Client's name and a general description of Shannon & Wilson's services with respect to the project in describing Shannon & Wilson's experience and qualifications to others.

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Copyrights and Patents

Shannon & Wilson shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of any claims that any goods or services furnished by subcontractor infringe any patent, trademark, trade name, or copyright.

Use of Documents

All documents prepared by Shannon & Wilson are instruments of service with respect to the project, and Shannon & Wilson shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

Shannon & Wilson grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by Shannon & Wilson for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by Client, or others, after the passage of time, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by Shannon & Wilson, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract. Any verification or adaptation of the documents for extensions of the project or for any other project by Shannon & Wilson shall entitle Shannon & Wilson to additional compensation to be agreed upon by Client and Shannon & Wilson.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Shannon & Wilson. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving an electronic file agrees that it shall perform acceptance tests or procedures within 60 days after its receipt, after which, unless notice of any errors is given in writing to the delivering party, the receiving party shall be deemed to have accepted the data thus transferred. Any errors reported within the 60-day acceptance period shall be corrected by the party delivering the electronic files at their sole expense. Shannon & Wilson shall not be responsible for maintaining documents stored in electronic media format after acceptance by Client.

When transferring documents in electronic media format, neither Client nor Shannon & Wilson makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

ARTICLE 8-INSURANCE

Shannon & Wilson shall purchase and maintain during the term of this contract the following insurance coverage at its sole expense:

Commercial General Liability

\$1,000,000 each occurrence/\$2,000,000 annual aggregate Bodily Injury/Property Damage Combined Single Limit, including Blanket Contractual Liability, Broad Form Products and Completed Operations, Explosion/Collapse/Underground (XCU) Exposures, and Washington Stop Gap coverage.

Auto Liability

\$1,000,000 Bodily Injury/Property Damage Combined Single Limit, including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability

\$4,000,000 Bodily Injury/Property Damage combined Single Limit in excess of Commercial General Liability, Auto Liability, and Employer's Liability.

Workers' Compensation

Statutory in monopolistic states and \$500,000 per accident/\$500,000 per disease/\$500,000 disease policy aggregate Employer's Liability in non-monopolistic, including if applicable, U.S. Longshore and Harbor Workers' coverage.

Professional Liability

\$5,000,000 per claim/\$5,000,000 annual aggregate for professional errors and omissions, including Pollution Liability coverage.

If requested in writing by Client, Shannon & Wilson shall name Client as an additional insured on its Commercial General Liability policy.

If requested in writing by Client, Shannon & Wilson shall deliver to Client certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of Shannon & Wilson's services.

Client shall cause Shannon & Wilson and its subcontractors to be listed as additional insureds on any Commercial General Liability insurance carried by Client that is applicable to the project.

Client shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers' Compensation, and Employer's Liability insurance, with limits no less than set forth above, and to cause Shannon & Wilson and its subcontractors to be listed as additional insureds on that Commercial General Liability insurance. Client shall require the project owner include the substance of this paragraph in the prime construction contract.

All insurance policies shall contain a waiver of subrogation.

ARTICLE 9-HAZARDOUS ENVIRONMENTAL CONDITIONS

Disclosure of the Existence of Hazardous Environmental Conditions

Client has disclosed to Shannon & Wilson all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, PCBs, petroleum, hazardous waste, or radioactive material, if any, located at or near the project site, including its type, quantity, and location, or has represented to Shannon & Wilson that, to the best of Client's knowledge, no hazardous environmental conditions exist at or near the project site.

If any hazardous environmental condition is encountered or believed to exist, Shannon & Wilson shall notify Client and, to the extent required by applicable laws and regulations, the project site owner, and appropriate governmental officials.

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Disposal of Non-Hazardous Samples and Hazardous or Toxic Substances

All substances on, in, or under the project site, or obtained from the project site as samples or as byproducts (e.g., drill cuttings and fluids) of the sampling process, are the project site owner's property. Shannon & Wilson shall preserve such samples for 45 calendar days after Shannon & Wilson's issuance to Client of the final instrument of service that relates to the data obtained from them. Shannon & Wilson shall dispose of all non-hazardous samples and sampling process byproducts in accordance with applicable law; provided however, any samples or sampling process byproducts that are, or are believed to be, affected by regulated contaminants, shall be packaged by Shannon & Wilson in accordance with applicable law, and turned over to Client or left on the project site. Shannon & Wilson shall not transport, store, treat, dispose of, or arrange for the transportation, storage, treatment, or disposal of, any substances known, believed, or suspected to be affected by regulated contaminants, nor shall Shannon & Wilson subcontract for such activities.

Shannon & Wilson shall, at Client's request (and for additional compensation, if not already included in Shannon & Wilson's Proposal), help Client or the project site owner identify appropriate alternatives for transportation, storage, treatment, or disposal of such substances, but Shannon & Wilson shall not make any independent determination about the selection of a transportation, storage, treatment, or disposal facility.

Client or the project site owner shall sign all manifests for the transportation, storage, treatment, or disposal of substances affected by regulated contaminants; provided however, notwithstanding any other provisions of this Agreement to the contrary if Client directs Shannon & Wilson, Shannon & Wilson's employees, or Shannon & Wilson's agents to sign such manifests and/or to hire for Client or the project site owner a contractor to transport, store, treat, or dispose of the contaminated substances, Shannon & Wilson shall do so only as Client's disclosed agent.

Contaminated Equipment and Consumables

Client shall reimburse Shannon & Wilson for the cost of decontaminating field or laboratory equipment that is contaminated by regulated materials encountered at the project site and for the cost of disposal and replacement of contaminated consumables. In some instances, the cost of decontamination may exceed the fair market value of the equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment. In such instances, Shannon & Wilson will notify Client and give Client the option of paying for decontamination or purchasing the equipment at its fair market value immediately prior to contamination. If Client elects to purchase equipment, Client and Shannon & Wilson will enter into a specific agreement for that purpose. Any equipment that cannot be decontaminated shall be considered a consumable.

Client's Liability for Hazardous or Toxic Materials

Except to the extent caused by Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract, and only to the maximum extent permitted by law, Client shall indemnify and hold harmless Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, and agents, from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees), or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising from the arrangement for and/or ownership, operation, generation, labeling, transportation, storage, disposal, treatment, release, or threatened release of any hazardous or toxic materials, as defined by CERCLA, MTCA, or similar federal, state, or local environmental laws, on and/or from the project site.

ARTICLE 10-ALLOCATION OF RISK

Indemnification of Client

To the maximum extent permitted by law, Shannon & Wilson shall indemnify and hold harmless Client, its appointed and elected officials, partners, officers, directors, employees, and agents, from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees), or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the negligent or wrongful acts, errors, omissions, or breach of contract or warranty express or implied, by Shannon & Wilson or any of its subcontractors; but only to the extent of Shannon & Wilson's and its subcontractor's relative degree of fault. In furtherance of these obligations, and only with respect to Client, its appointed and elected officials, partners, officers, directors, employees, and agents, Shannon & Wilson waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, workers' compensation, disability, employee benefit, or similar laws. Shannon & Wilson acknowledges that this waiver of immunity was mutually negotiated.

Limitation of Shannon & Wilson's Liability

A. Total Liability Limited to Insurance Proceeds

Notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents and, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees), or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the project or this Agreement, shall be limited to the insurance proceeds payable on behalf of or to Shannon & Wilson by any insurance policies applicable thereto. If you are unwilling or unable to limit our liability in this manner, we will negotiate this limitation and its associated impact on our approach, schedule, and price, with you. You must notify us in writing before we commence our Work of your intention to negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total liability is limited as set forth above.

B. Professional Liability Limited to \$50,000 or 10% of Fee

With respect to professional errors or omissions only, notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied),

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statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the professional errors or omissions of Shannon & Wilson, its subcontractors, or their partners, officers, directors, employees, agents or, or any of them, shall not exceed the aggregate total amount of \$50,000.00 or 10% of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater. If you are unwilling or unable to limit our professional liability to these sums, we will negotiate the amount of this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our Work of your intention to negotiate the amount of this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total professional liability is limited to \$50,000.00 or 10% of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater.

ARTICLE 11-MISCELLANEOUS

Termination

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. Shannon & Wilson shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days' notice to the breaching party by the non-breaching party. Upon payment of all amounts due Shannon & Wilson, Client shall be entitled to copies of Shannon & Wilson's files and records pertaining to services performed prior to the termination of this Agreement.

Successors, Assigns, and Beneficiaries

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither Client nor Shannon & Wilson may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Shannon & Wilson to any third party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of Client and Shannon & Wilson. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

Jurisdiction, Venue, and Choice of Law

Any applicable statute of limitation shall be deemed to commence running on the date that the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of Shannon & Wilson's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed and the factual basis for their claims, to the other party within one year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one year from the date of substantial completion of Shannon & Wilson's services under this Agreement. As a condition precedent to commencing a judicial proceeding, a party shall first submit their claims to non-binding mediation through and in accordance with the rules of the American Arbitration Association.

This Agreement shall be construed in accordance with and governed by the laws (except choice and conflict of law provisions) of the state in which the project is located.

Any judicial action shall be brought in the state in which the project is located.

Attorneys' Fees

Should any dispute or claims arise out of this Agreement, whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment. Should neither party prevail on all of their claims or receive all of the relief they sought, then the substantially prevailing party shall be awarded their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment.

Waive

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

Headings

The headings used in this Agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

Integration

This Agreement, together with all attachments hereto, are incorporated by reference into each other, and supersede all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

Survival

Notwithstanding completion or termination of this Agreement for any reason, all representations, warranties, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Severability

If any of the terms or conditions of this Agreement are found to be void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect, and the court shall attempt to judicially reform the void or unenforceable provisions to the maximum extent possible, consistent with the original intent expressed in the provisions, to render it valid and enforceable. If the court is unable to reform the provisions to render it valid and enforceable, the court shall strike only that portion that is invalid or unenforceable, and this Agreement shall then be construed without reference to the void or unenforceable provisions.



Attachment to and part of Proposal: 106734-P

Date: March 26, 2021

To:

City of North Pole - Attn: Mr. Bill Butler

8th Ave Fire-Well Pump House: 2021 Work

Re: Plan Implementation

Important Information About Your Geotechnical/Environmental Proposal

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

HAVE REALISTIC EXPECTATIONS.

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, and recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design that should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

READ GENERAL CONDITIONS CAREFULLY.

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent problems at the beginning and establishes a fair and reasonable framework for handling them should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.



OBTAIN CONSTRUCTION MONITORING SERVICES.

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, conduct additional tests if required, and when necessary, recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.

Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

The preceding paragraphs are based on information provided by the ASFE/Association of Engineering Firms
Practicing in the Geosciences, Silver Spring, Maryland

Bill Butler

From:

Sheila Hinckley <SMH@shanwil.com>

Sent:

Friday, March 26, 2021 3:12 PM

To:

Bill Butler

Cc:

Mark Lockwood

Subject:

Proposal Submittal - CoNP 8th Avenue Fire-Well Pump House Work Plan

Implementation

Attachments:

CoNP 8th Ave. Fire-Well Pump House Work Plan Implementation_Proposal.pdf

Good afternoon Bill,

I have attached our proposal to implement services in 2021 for the above referenced project.

Please let us know if you have any questions or comments.

Have a wonderful weekend,

SHANNON & WILSON, INC.

Sheila Hinckley | Senior Environmental Scientist

2355 Hill Road

Fairbanks, Alaska 99709

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From: Sheila Hinckley

Sent: Tuesday, March 23, 2021 11:48 AM

To: Fish, James T (DEC) < james.fish@alaska.gov>

Cc: Mark Lockwood <MSL@shanwil.com>; Bill Butler <BButler@northpolealaska.org>

Subject: RE: City of North Pole 8th Avenue Fire-Well Pump House Work Plan Addendum - ADEC File No. 100.38.224

Thank you for your understanding Jim.

With your work plan approval we can get the proposal submitted, and will keep you in the loop on the substrate addition. We anticipate the substrate addition to the recovery well will be a go.

Thanks again,

Sheila Hinckley | Senior Environmental Scientist

Direct: (907) 458-3151

From: Fish, James T (DEC) < james.fish@alaska.gov>

Sent: Monday, March 22, 2021 1:10 PM
To: Sheila Hinckley <SMH@shanwil.com>

Cc: Mark Lockwood < MSL@shanwil.com >; Bill Butler < BButler@northpolealaska.org >
Subject: RE: City of North Pole 8th Avenue Fire-Well Pump House Work Plan Addendum - ADEC File No. 100.38.224

Thanks for the update, Sheila. No problem waiting from my perspective, but I understand you may have many components to a field schedule you want to get underway. There are other vendors to consider, as well. A quick call to inquire about availability (without the need for a treatability study) may be worth the effort.

With this email, I do approve the WORK PLAN ADDENDUM, 8TH AVENUE FIRE-WELL PUMP HOUSE, NORTH POLE, ALASKA, dated March 3, 2021. However, I do encourage you to keep trying for a one-time substrate injection into the recovery well.

Let me know if anything else comes up, or if I can help in any way.

Thank you,

Jim

Jim Fish
Alaska Department of Environmental Conservation
Contaminated Sites Program
610 University Avenue
Fairbanks, Alaska 99709
Ph 451-2117
FAX 451-5105
james.fish@alaska.gov

Sponsored by: Mayor Welch Introduced & Advanced: April 5, 2021

Adopted: April 19, 2021

ORDINANCE NO. 21-08

AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND 2021 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 approves changes as listed in the fiscal note to be 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

		Michael W. Welch, Mayor
ATTEST:		
	Aaron M. Rhoades, City Clerk	

PASSED/FAILED

Yes: No: Absent:



City of North Pole, Alaska

Fiscal Note Year: 2021

Ordinance: 21-08

Originator / Sponsor Name: Chief Dutra

Date: March 31, 2021

Does the Ordinance or Resolution have a fiscal impact? Yes

Fund- Dept. Title	Account Description	Account #	Debit	Credit
General Fund	Office Equipment & Supplies	01-53-3-335	6,000.00	
General Fund	Leases & Rentals	01-53-4-400		1,200.00
General Fund	Wages Full Time	01-53-1-001		4,800.00
General Fund	Temp/Overhire	01-52-1-008	10,000.00	
General Fund	Transfer Out to Fund Balance	01-00-9-998		10,000.00

Adjust the 2021 budget to purchase a copier for the Police Department. Budget to hire an intern for the City Clerk.

Prepared By: <u>Tricia Fogarty</u>	Date: <u>3/21/2021</u>	
Finance Approval: Tricia Fogarty	Date: 3/31/2021	

Sponsored by: Mayor Welch Introduced & Advanced: April 19, 2021

ORDINANCE NO. 21-09

AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TOAMEND 2021 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 approves changes as listed in the fiscal note to be 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

		Michael W. Welch, Mayor
ATTEST:		
	Aaron M. Rhoades, City Clerk	

PASSED/FAILED

Yes: No: Absent:



City of North Pole, Alaska

Fiscal Note Year: 2021

Ordinance: 21-09

Originator / Sponsor Name: Chief Dutra and Aaron Rhoades

Date: April 15, 2021

Does the Ordinance or Resolution have a fiscal impact? Yes

Fund- Dept. Title	Account Description	Account #	Debit	Credit
General Fund	Infrastructure Outlay	01-53-7-700	888,901.00	
General Fund	Fund Balance	01-53-9-998		888,901.00
General Fund	Professional Services	01-52-2-235	15,000.00	
General Fund	Council Travel & Training	01-52-5-800	10,000.00	10,000.00
General Fund	Travel & Training - Clerk	01-52-5-515		2,500.00
General Fund	Travel & Training – Admin	01-51-5-515		2,500.00

To budget of the North Pole Police Department COVID decontamination wing, 499,999.00 will be paid for out of our COVID-19 Grant Funds.

Increase the amount budgeted for to pay phase 2 & 3 of Municipal Solutions.

Prepared By: Tricia Fogarty	_Date: 04/15/2021		
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Finance Approval: <u>Tricia Fogarty</u> Date: <u>04/15/2021</u>