

MEMORANDUM

TO: NWABSD Board of Education

DATE: June 2, 2025

NUMBER: 25-155

FR: Office of the Superintendent

SUBJECT: Approval of RESCON

ABSTRACT:

Board approval is required for expenditures that exceed \$50,000.

ISSUE:

At issue is board approval for RESCON for the heating fuel spill clean-up for Noorvik, Kivalina and Kotzebue for a cost not to exceed \$95,000.00 for the school year 25/26

BACKGROUND AND/OR PERTINENT INFORMATION:

In the 2021, 2023 2025 the district had fuel spills in Kivalina on the old teacher housing campus, in Noorvik behind the teacher housing 6-plex on the hill (which are not closed out) and in Kotzebue the fuel tank used for the bus barn developed a leak in April 2025. RESCON was and still is being used to mitigate the spill issues in Kivalina and Noorvik and currently addressing the spill issue in Kotzebue and monitoring the dispose of the spilled heating fuel. They have been working directly with the ADEC on the three spills. We also need to retain their services in the event of any spills we would need immediate support with.

FUNDING SOURCE:

General Fund: budgeted for FY26

ALTERNATIVES:

1. Approve the administration's request to pay RESCON for their continued efforts at each site as per attached not to exceed \$95,000.00 for the school year 25/26.
2. Disapprove the administration's request to pay RESCON for their continued efforts at each site, as per attached not to exceed \$95,000.00 for the school year 25/26.
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The Administration recommends Board approval to continue with RESCON to continue and finish the fuel spill clean-up at each site as per attached not to exceed \$95,000.00 for the school year 25/26.



May 21, 2025

Mark Moore
Director of Property Services
Northwest Arctic Borough School District
PO Box 57
Kotzebue, AK 99752

Re: Kotzebue Spill Response – Scope of Services and Rate of Charges

Dear Mr. Moore,

Rescon Alaska LLC (Rescon) has developed this Scope of Services and Rate of Charges on behalf of the Northwest Arctic Borough School District (NWABSD) to detail environmental activities to be performed in response to the heating oil spill in Kotzebue, Alaska.

Scope of Services:

Task 1 - Remedial Action Plan

Rescon will develop a Spill Response Plan to detail remedial soil excavation efforts to remove the impacted soil. The plan will outline the remedial strategy for excavating the soil and include discussion of the approach for hauling excavated materials to the NWABSD designated landfarm area. The plan will also include the methodologies for field screening and analytical soil sample collection and the construction of the landfarm.

Rescon will draft the plan to conform to Alaska Department of Environmental Conservation (ADEC) requirements listed in Title 18 Alaska Administrative Code, Chapter 75 Oil and Hazardous Substances Pollution Control, for soil characterization and waste management. Rescon will interface closely with the ADEC Project Manager and NWABSD representatives to enable a timely approval of the selected remedial strategy and ensure the necessary logistical preparations for a successful project execution

Task 2.1 – Remedial Excavation

Upon approval of the Spill Response Plan, Rescon will mobilize two field scientists/operators to the site. This Scope of Services (and the attached Rate of Charges) assumes that the NWABSD will provide the heavy equipment to conduct the work. If additional equipment is needed, Rescon will secure the rental equipment through local providers at additional cost to NWABSD. Upon arrival at the site, the field team will commence a remedial excavation of the impacted soil. The field team will initially excavate test pits around the spill area to quantify the volume of impacted soil prior to initiating the main removal activity. After establishing an estimated area and volume

of contaminated soils that can reasonably be removed, the field team will commence excavation and hauling of contaminated soils to the landfarm treatment area.

The field scientist will use a photoionization detector (PID) and visual/olfactory observations to guide the removal activities. If field screening results indicate that all accessible soils exceeding ADEC criteria were removed, the field team will collect additional screenings and analytical samples from the excavation in accordance with the ADEC Field Sampling Guidance. The analytical samples will be submitted for the following analyses, as required for Arctic Diesel in Appendix F of the Field Sampling Guidance:

- Gasoline range organics (GRO) by Alaska (AK) Method 101,
- Diesel range organics (DRO) by AK Method 102,
- Volatile organic compounds (VOCs) by EPA Method 8260, and
- Polycyclic aromatic hydrocarbons (PAHs) at 25% of the total number of samples by EPA Method 8270.

Task 2.2 – Landfarm Construction

Rescon proposes to construct a landfarm treatment cell at the property location identified by NWABSD contingent on ADEC plan approval. Using this approach, the excavated soil will be transferred to the designated landfarm area and spread in a loose one-foot lift. Following the construction of the cell, the landfarm would require weekly tilling by NWABSD staff or contractors throughout the summer season.

At the completion of the summer, two Rescon environmental scientists would return to the site to collect post-treatment samples from the landfarm.

Note: The costs for the post-treatment sample collection is not included in the attached Rate of Charges.

If the end of summer post-treatment samples indicate that petroleum contamination still remains in the landfarm soil, the landfarm cell would be covered with a weighted liner and the tilling treatment would need to resume the following summer. Under that scenario, the Rescon scientists would return again at the end of the summer season to sample the landfarm. This process would need to repeat until the post-treatment samples confirm that the remedial objectives have been met.

If the post-treatment samples indicate that the tilling was effective in remediating the contaminated soil, the NWABSD would be able to deconstruct the landfarm and the soil would be available for conditional reuse. Following the removal of the landfarm, the Rescon scientists would have to return once more to sample the underlying soil to ensure that it was not negatively impacted by the landfarmed soil.

Task 3 – Reporting

Following completion of the initial response activities Rescon will develop a Spill Response Report for the site to detail the field activities and observations, a discussion of the analytical data results and an analysis of the site conditions. The report will quantify the amount of impacted material

Rescon requires a signed authorization of this Scope of Services. Upon receipt of authorization, Rescon will begin developing the remedial approach for the selected strategy for ADEC approval.

Project Authorization:

Rescon Alaska requires authorization in spaces provided at the end of this letter.

Please feel free to contact me with questions or concerns.

Respectfully Submitted,

Zack Kirk
Project Manager
Rescon Alaska, LLC

Authorized and Accepted by:

Name: Mark A Moore

Signature: 

Title: Director of Property Services

Date: 5/22/2025

Attachments:

Attachment A – General Terms and Conditions

Attachment B – Rate of Charges

ATTACHMENT A

RESCON ALASKA, LLC
GENERAL TERMS AND CONDITIONS

The following Terms and Conditions govern the work to be performed by Rescon Alaska, LLC ("Consultant") for the client ("Client") identified in the accompanying proposal. By accepting the proposal or authorizing any portion of the work to be performed by the Consultant (the "Agreement"), client shall accept these Terms and Conditions, as if they had been set forth in full in the proposal.

1. **Performance:** Consultant shall perform the services set forth in the Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in similar locations and under similar conditions. Client acknowledges that Consultant has made no expressed or implied representations, guarantees or certifications regarding the results to be achieved upon the completion of the services set forth in the Agreement.
2. **Payment:** All invoices submitted by Consultant shall be immediately due and shall be payable within fifteen (15) days after their receipt by Client. Any invoice not paid by that time shall be subject to interest at a rate not exceeding one-and-one-half percent (1.5%) per month. Client shall notify Consultant in writing objecting to any charges that it does not believe are accurate or appropriate, within fifteen (15) days after receiving the invoice containing such charges. Any remaining charges that are not in dispute shall be considered valid, due and owing to Consultant. If any invoice becomes more than thirty (30) days past due, Consultant reserves the right to terminate any contract underlying to or relating to the invoice without incurring any liability to the Client. Client agrees to pay for all of Consultant's services, expenses and fees (including fees from Consultant's vendors at a rate of cost plus fifteen percent) up to and including the termination date. Client also agrees to pay for all costs associated with collecting the amounts due under the invoice, including, without limitation, attorney fees.
3. **Changes:** The Agreement may not be changed or altered except by further written agreement between the parties. The parties acknowledge that changes in the condition of property, in the information that is known with respect to the property, the scope of work requested by client or to the applicable law may occur after the Agreement was executed by the parties but before the completion of the services by Consultant under that Agreement. If these or any other changes occur, the Agreement shall be amended to provide for additional Consultant compensation commensurate with the nature and scope of the change(s).
4. **Client Cooperation:** Client agrees to fully cooperate with Consultant in the performance of its obligations hereunder. In addition to providing or securing access to the property, Client shall provide Consultant with all information in its possession or under its control that is relevant or material to Consultant's scope of work, including but not limited to reports, maps, data, site plans, communications with regulating authorities, material safety data sheets, hazard communication plans, due care plans, surveys, previous environmental reports, or any other documents that evidence the existing condition or proposed use of the property ("Client Information"). Consultant shall not be responsible or held liable for any inaccurate or incomplete information provided by Client, or for any information withheld by Client. Consultant shall not be responsible or liable for any incorrect or erroneous statements made by any governmental entity or third party upon which Consultant relies in the performance of the services hereunder. Client further agrees, upon request of Consultant, to disclose or have marked by an appropriate entity the location of all underground utilities or improvements. Client shall indemnify Consultant pursuant to paragraph 12 hereunder from any loss resulting from damage to underground utilities.
5. **Confidentiality:** Consultant shall retain as confidential all information and data furnished to it by Client. Consultant shall not disclose any confidential Client information to any third party except as directed by Client, ordered pursuant to court order or required by law.
6. **File Retention:** Consultant shall maintain client files, including copies of any reports, for a period not to exceed three (3) years after completion of the services pursuant to the Agreement. Unless otherwise requested by Client, Consultant may destroy any files after three (3) years. In the event that Client desires to have its files returned to it at that time, it shall so notify Consultant in writing and Client shall bear all costs and expenses that Consultant may incur in closing and transferring those files to Client. Consultant may retain one copy of any report for its files.
7. **Final Product:** Client acknowledges that any report prepared hereunder reflects the condition of the property to the extent information is known or reasonably ascertainable to Consultant at the time the report is issued. Any material change in use or condition of the property after the report is completed shall immediately terminate any findings or conclusions of the report that are contrary to the use or condition of the property as of the date the report was completed. Any information that Client becomes aware of after the report is completed, but which was not provided to Consultant prior to the issuance of the report, that would materially alter the findings or conclusions contained therein shall be immediately made known to

Consultant. Consultant shall have the opportunity to revise the report to include or take account of the newly provided information. Consultant may charge Client on a time and materials basis for reviewing and analyzing the newly provided information, and for all costs associated with revising the report. Such additional compensation shall be based upon Consultant's then current published rates for time and materials.

8. **Right of Entry:** Client shall obtain or grant Consultant, including its personnel and contractors, lawful access to all property as may be necessary for Consultant to complete its obligations under the Agreement. Such access shall include the right to perform and complete all acts, investigations, assessments, studies, evaluations, delineations or other actions required under the Agreement.
9. **Delays or Increased Costs:** Consultant shall use commercially reasonable efforts in performing its obligations under the Agreement in a timely manner. Consultant shall not be held responsible for any delays or increased costs caused by or attributable to: a) the failure by Client (including its employees, contractors or agents) to provide Consultant with Client Information; b) the failure by Client to provide or arrange for Consultant's access to the property or to any other documents, material, information or contractors; c) the failure of Client to secure the cooperation of any necessary third party; d) any act of God, labor trouble, fire, act of governmental authority, inclement weather or other force majeure condition; e) the discovery of unanticipated site conditions (including, but not limited to hazardous substances); or f) any other reason that is beyond Consultant's ability to control. In the event Consultant, for any reason listed herein, is unable to complete its obligations under the Agreement, it shall be given a reasonable amount of time to complete those obligations once the underlying condition is remedied. In the event one or more condition listed herein necessitates a change in the scope of work under the Agreement, Consultant shall be entitled to additional compensation for any additional efforts that may be required, based upon a time and materials basis. Such additional compensation shall be based upon Consultant's then current published rates for time and materials.
10. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days written notice. In the event this Agreement is terminated by Client, Consultant shall be entitled to payment in full for all activities completed as of the date termination becomes effective. Any payment to which Consultant is entitled shall be calculated on a time and materials basis, based upon Consultant's then current published rates for time and materials.
11. **Indemnification:** Client shall indemnify, protect and hold harmless Consultant, its owners, agents, officers, directors, employees, subcontractors and agents from and against any and all liability, claims, demands, losses, damages, expenses, fines, levies and costs, including actual attorneys fees, whether direct, indirect or consequential, arising out of, related to or otherwise resulting from Consultant's performance under the Agreement. All claims brought against Consultant, relating to the Agreement or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from the completion of the services under the Agreement or they shall be forever barred.
12. **Insurance and Limits of Liability:** Consultant shall procure and maintain, at its own expense, during the term of the Agreement, such insurance as may be required by law. Consultant's liability for any claimed damages arising out of or related to any services provided under the Agreement shall be limited to the amounts, limits, exclusions and conditions of the insurance maintained by Consultant. In no event shall Consultant be liable for any claims based upon contract or tort for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages.
13. **Lien:** In order to secure payment of the amounts for which it has contracted hereunder, including amounts that it may have advanced in furtherance of its obligations under the Agreement between Consultant and Client, Consultant hereby notifies Client that it intends to utilize any rights that it may have under Alaska Statutes. Client hereby authorizes Consultant to execute and record on its behalf any and all documents (including any applicable lien waivers or releases) necessary or desirable to comply with the law.
14. **Compliance with Laws:** With respect to the services provided to Client hereunder, Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations duly promulgated. Client represents that it possesses all necessary permits, licenses and permissions for the continuation of Consultant's activities at the property.

2025 Kotzebue Spill Response

Northwest Arctic Borough School District
Kotzebue, Alaska

Task 1 - Labor Costs:						
	Project Manager	Associate Scientist	Drafter	Admin	Totals	
Hourly Rate	\$130.00	\$105.00	\$85.00	\$40.00		
Project Management / ADEC Coordination / Meeting Support	8	6	0	2	\$1,750	
Planning Document Preparation	8	30	4	0	\$4,530	
	Labor Total				\$6,280	
TASK 1 - LUMP SUM COST						\$6,280

Task 2A - Lump Sum Costs:						
Task 2A - Labor	Project Manager	Associate Scientist	Sampler / Operator	Laborer	Admin	Totals
Hourly Rate	\$130.00	\$105.00	\$95.00	\$90.00	\$40.00	
Project Management	12	12	0	0	2	\$2,900
Mobilization / Demobilization	2	10	10	4	0	\$2,620
	Labor Total				\$5,520	
Task 2A - Expenses						
Item	QTY	Units	Rate	Markup (%)	Total	
Roundtrip Airfare (ANC to OTZ)	3	Each	\$250	1.05	\$788	
Freight Shipping	1000	LBS	\$1.25	1.05	\$1,313	
6 mil reinforced cover liner (approx 3,000 sqft)	4	Each	\$580	1.05	\$2,436	
Other miscellaneous consumables (landfarm maint. sand bags, fencing, etc.)	1	Each	\$400	1.05	\$420	
	Expenses Total				\$4,958	
Task 2A Lump Sum Costs Total						\$10,478

Task 2B - Time and Materials* Costs:						
Task 2B - Expenses and Labor						
Item	QTY	Units	Rate	Markup (%)	Total	
Lodging (Assumes 3 nights)	6	Each	\$290	1.05	\$1,827	
Vehicle rental	4	Day	\$240	1.05	\$1,008	
Photionization Detector (PID)	4	Day	\$90	1.05	\$378	
One Cubic Yard Supersacks	0	Each	\$55	1.05	\$0	
Midsized Excavator	0	Day	\$0	1.05	\$0	
Front End Loader	0	Day	\$0	1.05	\$0	
Skidsteer with forks	0	Day	\$0	1.05	\$0	
Fuel	0	Gallons	\$3.75	1.05	\$0	
Time and Materials Day Rates - Includes: Labor, Per Diem (meals only, \$97/day per person) 4 days for 2 PAX	8	Days	\$1,400	1.00	\$11,200	
<i>*Note: T&M Day Rate will be charged based on actual number of days required to perform remedial excavation, hauling, and confirmation sampling. Assume 4 days will be required.</i>						
Expenses and Labor Cost Total						\$14,413
Task 2B - Laboratory Expenses						
Laboratory Analysis	QTY	Units	Rate	Markup (%)	Total	
14 - Day Turn Around Time						
Analytical Samples (10** Soil + Trip Blanks for GRO/VOC analysis)						
GRO by Alaska Method AK101	11	EA	\$80.00	1.05	\$924	
DRO/RRO by Alaska Methods AK 102/103	10	EA	\$90.00	1.05	\$945	
VOCs by EPA Method 8260	11	EA	\$175.00	1.05	\$2,021	
PAHs by EPA Method 8270	10	EA	\$180.00	1.05	\$1,890	
<i>**Note: Assumes: 3 soil characterization samples, 4 sidewall samples and 1 floor sample from excavation, plus 1 landfarm baseline sample, for a total of 9, plus 1 field duplicate. Additional sample collection will be charged at the rates shown.</i>						
Laboratory Analysis Total						\$5,780
Task 2B T&M Costs Total						\$20,193
TASK 2 - COST						\$30,669

Task 4 - Labor Costs:						
	Project Manager	Associate Scientist	Drafter	Data Review	Admin	Totals
Hourly Rate	\$130.00	\$105.00	\$95.00	\$100.00	\$40.00	
Project Management / ADEC Coordination / Meeting Support	2	4	0	0	0	\$680
Report Preparation	4	36	6	12	2	\$6,150
	Labor Subtotal				\$6,830	
TASK 3 - LUMP SUM COST						\$6,830