

CITY AND BOROUGH OF WRANGELL

AN AGREEMENT BETWEEN (CONTRACTOR NAME) AND THE CITY AND BOROUGH OF WRANGELL

This agreement is entered into between:

(hereinafter referred to as CONTRACTOR) and the CITY AND BOROUGH of WRANGELL (hereinafter referred to as CITY) for the purpose of City projects. By signature on this agreement the parties agree to the following terms and conditions:

I. SCOPE OF WORK:

- A) CONTRACTOR shall perform services as directed by the CITY of Wrangell for any project assigned under the adopted Policy. CONTRACTOR shall follow the Bid Documents and Plans that were part of the project assigned under the policy and all general conditions, special conditions, and addendum, including all questions by bidders and responses when quotations are involved.
- B) When work is assigned without the bid process (Attachment A), CONTRACTOR will be supplied the job instructions for each assignment.
- C) Contractor has read the CITY's Policy to Hire Contractors (hereafter the Policy) and agrees to its provisions, both those incorporated explicitly herein and those incorporated by reference.

1. By signing this contract, Contractor agrees to:

- i. The CONTRACTOR qualification requirements in the Policy
- ii. The selection process outlined in the Policy.
- iii. The rules governing failure to perform as outlined in the Policy.

- D) CONTRACTOR shall verify all site measurements and locations and follow the conditions and requirement of each project assigned.

- 1) CONTRACTOR, for and in consideration of the payment or payments herein specified and agreed to by the City and Borough of Wrangell, hereby covenants and agrees to furnish labor and materials as required for each job and required to complete the project at Wrangell, Alaska in accordance with the terms and conditions of each job assigned through the policy.

II. COMPENSATION AND DURATION:

- A. CONTRACTOR, when the amount is less than \$5,000 will perform the work as defined by the CITY on a time and materials basis according to CONTRACTORS rates, as submitted by CONTRACTOR. The contractor will submit an invoice to the city for work performed.
- B. Amounts between \$5,000 and \$25,000 will require quotes. Work to be performed will be based on the scope of work as defined in the solicitation document provide to all qualified contractors. The CITY agrees to pay CONTRACTOR an amount not to exceed that as specified and accepted in the proposal upon the completion of each project. The CONTRACTOR can submit an invoice for materials that have been ordered and are on site at the job location or can be verified by the CITY as being purchased and are available.

- C. The parties expressly agree that CONTRACTOR shall be and is an independent contractor and is not an employee or agent of CITY, and is, therefore, entitled to no insurance coverage, whether workers' compensation or otherwise and no other benefits accorded to CITY. No withholding, FICA, or other taxes (whether income, sales or otherwise) or other amounts will be withheld from the payments due to CONTRACTOR, it being understood that CONTRACTOR is solely responsible therefore, provided CITY shall be entitled to withhold certain amounts from any payments as have been provided for elsewhere in this Agreement.
- D. The CONTRACTOR agrees to receive the total amount as set forth in the solicitation as full compensation for furnishing all the equipment, materials and labor which may be required in the performance and completion of the whole work to be done., and in all respects to complete the Contract to the satisfaction of CITY.
- E. CONTRACTOR shall have all work completed as defined for each job.

III. CITY AND BOROUGH'S RESPONSIBILITY:

CITY shall designate a person to act as the CITY'S representative with respect to the services to be rendered under this agreement. This representative shall have complete authority to transmit instructions, receive information, interpret and define the CITY'S policies and decisions with respect to the CONTRACTOR'S services. Designation of a CITY representative shall not change any of the CONTRACTOR'S obligations and responsibilities under this Contract. CONTRACTOR shall remain responsible and liable for all acts and omissions related to the CONTRACTOR's means and methods of performing the work.

IV. CONTRACTOR'S RESPONSIBILITIES:

- A. CONTRACTOR shall provide a representative for the project who shall have complete authority to transmit instructions, receive information, interpret and define the CONTRACTOR'S policies and decisions with respect to each project. This provision is a material provision of the contract and the failure of the CONTRACTOR to have an available representative may result in the CITY terminating the contract for this breach, stopping all or part of the project until the CONTRACTOR fully complies with this provision, or any other remedy or action the CITY determines to be in the best interests of the project and CITY.
- B. CONTRACTOR agrees that all work will meet all federal state and local laws, and will be of the highest quality workmanship. CONTRACTOR agrees that all material and labor shall be in strict and entire conformity with the terms, specifications and conditions of the work assigned, if applicable, and will abide by and perform all stipulations, covenants and agreements specified for each job.
- C. If any equipment, material or labor shall be rejected by CITY as defective or unsuitable, the equipment, labor or materials shall be removed or replaced with other equipment, labor or materials specified by CITY, at the sole cost and expense of the CONTRACTOR. CONTRACTOR understands that, per the Policy, use of defective or unsuitable equipment, material, or labor may subject CONTRACTOR to a deficiency assessment by the responsible Department head. CONTRACTOR understands that two deficiency assessments on three different jobs may subject CONTRACTOR to being removed from the Master List, per the Policy.
- D. CONTRACTOR shall not begin work on any additional services, which are not included in the Agreement as provided for the instruction for each job until the CITY has authorized performance of such services in writing specifying the work to be performed and the time for performance. CONTRACTOR shall provide the CITY with a bid estimate of the costs of the additional work and it is agreed both the CONTRACTOR and the CITY shall sign an addendum prior to any additional work for the amount to be paid to the CONTRACTOR for the additional work. CONTRACTOR agrees and acknowledges that no oral authorization for additional work will be honored or paid.

- E. CONTRACTOR shall be responsible for performing all services as described in this Agreement for each job assigned or quoted in the accepted proposal.
- F. CONTRACTOR is to submit rates for the various services that may be covered for work required under this agreement. CONTRACTOR agrees when renting equipment or other items to include rates for each item rented. CONTRACTOR agrees to keep rates on file at the time a quote is submitted to CITY.
- G. CONTRACTOR covenants, warrants and represents that CONTRACTOR has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this Agreement. CONTRACTOR further covenants, warrants and represents that in the performance of this Agreement, no person having any such interest shall be employed.
- H. CONTRACTOR covenants, warrants, and represents that CONTRACTOR is current with the City and Borough of Wrangell's Sales Tax Returns.
- I. CONTRACTOR covenants, warrants, and represents that CONTRACTOR has Current Contractor's license listing areas of expertise that the CONTRACTOR is licensed to do work in.
- J. CONTRACTOR covenants, warrants, and represents that CONTRACTOR has current State of Alaska Business License.
- K. CONTRACTOR covenants, warrants, and represents that CONTRACTOR has documentation to prove any specific license or training required for work.
- L. CONTRACTOR is required to submit a W9 with this Basic Work Agreement for each calendar year.

V: INSURANCE AND INDEMNIFICATION:

CONTRACTOR shall present to the CITY a certificate of insurance showing that the CONTRACTOR has obtained at least one million dollars (\$1,000,000) general liability insurance, which certificate of insurance shall name the City of Wrangell as an additional insured. Proof of such insurance shall be provided to the CITY as a condition of entering the contract. Failure to provide the certificate of insurance as required by this provision at the time of signing the contract shall constitute a material breach by the CONTRACTOR and the CITY may choose not to proceed with the CONTRACTOR in its sole discretion. Failure to maintain such insurance shall constitute a material breach of contract and entitle the CITY to terminate the CONTRACTOR and this Agreement at its sole discretion. The certificate of insurance must establish that the CITY is named as an additional insured on such policy, and that the insurer thereof shall notify the CITY twenty (20) days before the policy is canceled or terminated. The CONTRACTOR shall indemnify, defend and hold harmless the City of Wrangell from any and all claims for injury or damage to persons or property, including death, as a result of the CONTRACTOR'S acts or omission. CONTRACTOR'S insurance coverage shall apply to any coverage carried by the CITY which may cover the work specified in this Agreement. CONTRACTOR'S insurance carrier must be an admitted carrier in the State of Alaska or must be Best Rated or better.

- A. Worker's Compensation Insurance is required in compliance with the laws of the State of Alaska, AS 23.30 et seq., and federal jurisdiction where the work is being performed.

VI: TERMINATION AND SUSPENSION:

- A. The CITY reserves the right to terminate the services of the CONTRACTOR at any time when the CITY determines that termination is in the best interests of the CITY. If the CITY terminates the contract pursuant to this section, the CITY shall notify the CONTRACTOR in writing as of the effective date to stop work and the CONTRACTOR shall immediately stop all work, including providing direction to subcontractors to stop and to cease from ordering any materials or supplies for the Project. Upon termination pursuant to this section,

CONTRACTOR shall have sixty (60) days to submit any and all claims to the CITY for any unpaid work actually performed by the CONTRACTOR before the date of termination and for which the CONTRACTOR has not been paid, together with all back-up documentation in support of the claim. The failure of the CONTRACTOR to submit a claim within 60 days forever waives any claim by the CONTRACTOR based upon the CITY'S termination for any payment for work claimed by the CONTRACTOR to have not been paid as of the date of termination. CONTRACTOR and the CITY agree to make a good faith effort to resolve any claim submitted by the CONTRACTOR pursuant to this section within thirty days (30) of receipt by the CITY, unless that time is otherwise extended by the parties in writing. If the parties fail to reach an agreement on payment to the CONTRACTOR within the 30 days, the CITY shall pay the amount determined by the CITY to be fair and reasonable, based on the back-up documents provided by the CONTRACTOR and the CITY'S records. In the event the parties do not reach agreement, the CONTRACTOR may pursue its remedies pursuant to Section VIII A below, unless the CONTRACTOR failed to submit the claim within 60 days of termination.

- B. Suspension of work caused by Acts of God, which are beyond the control of the CONTRACTOR, shall not be cause for termination. If such Acts suspend work on the project, any delay caused will be negotiated and an addendum to this contract will be issued, which will be signed by both the CITY and the CONTRACTOR, outlining the time schedule and costs associated with any delay in substantially completing the project.

VII: LIQUIDATED DAMAGE:

- A. The CONTRACTOR agrees that if the project is not completed in accordance with the Proposal specification as defined in the work assigned, the CONTRACTOR understands that they may be removed from the Contractors List for future work consideration for remainder of the calendar year.

VIII: EQUAL EMPLOYMENT OPPORTUNITY:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment in violation of law, to include without limitation, because of race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sect, national origin, physical handicap, age, or status as a disabled veteran. Such actions shall include, but not be limited to the following: Employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The CONTRACTOR agrees to post in conspicuous places in his/her places of work available for employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

IX: MISCELLANEOUS:

- A. The laws of the State of Alaska shall govern the construction and interpretation of the Agreement. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive court for jurisdiction and venue of any and all actions of any kind and any nature arising out of or related to the Agreement.
- B. **Written notice shall be provided to the parties, by certified mail, return receipt requested, at the following addresses:**

City City and Borough of Wrangell
 Attn: Borough Clerk
 Box 531
 Wrangell, Alaska 99929

Contractor Name: _____

 Address: _____
 Wrangell, Alaska 99929

 email: _____
 Phone: _____

IMPORTANT: Contractor MUST provide an email address. Contractor will be notified by email ONLY of any requests for quotes. (Acknowledgement: please initial_____)

- C. CONTRACTOR agrees that the CITY shall have the right to inspect any or all of the project and any books, papers, records, and/or accounts of records of the CONTRACTOR at any reasonable time. All original books, papers, records and accounts related to this project shall be maintained for a minimum of three years after the completion of the project.
- D. This Agreement is binding upon the heirs, successors and assign of the parties.
- E. This Agreement cannot be assigned without prior written consent of the other party. **This provision is a material provision of the contract and the assignment by the CONTRACTOR without prior written approval of the CITY may result in the CITY terminating the contract for this breach, stopping all or part of the project until the CONTRACTOR fully complies with this provision, or any other remedy or action the CITY determines to be in the best interests of the project and CITY, all in the sole discretion of the CITY.**
- F. This Agreement represents the entire Agreement of the parties for all work as per the Policy to Hire Contractors, and no other Agreement whether oral or written which is not specifically set forth in this Agreement or an addendum to this Agreement will have any force or effect upon the other party.
- G. This Agreement can be modified if agreed to by both parties in writing. Any modification will address any changes in cost and will be agreed to in writing prior by both parties. Any modification to the bid proposal or price done without the written consent of the CITY by the CONTRACTOR shall be void for which the CITY shall have no liability or obligation to pay.
- H. CONTRACTOR'S or the CITY'S waiver of any term or condition in this Agreement shall not constitute a waiver of any other term or condition in this Agreement.
- I. If any term of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and binding upon the parties.
- J. The CONTRACTOR agrees to abide by all federal, state and local laws, ordinances and regulations in the performance of any job assigned.
- K. Titles and headings to sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

- L. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. The laws of the State of Alaska shall govern the rights and obligations of the parties. The CONTRACTOR specifically waives any right to opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.

CONTRACTOR acknowledges that CONTRACTOR has read and understands the terms of this Agreement and has had the opportunity to review the Agreement with counsel of his/her choice, and is executing this Agreement of his/her own free will. CONTRACTOR acknowledges and agrees that CONTRACTOR is not relying on any representations by any City employee, the Mayor, an assembly member, the borough attorney, the borough manager or any consultant of the CITY in deciding to enter this Agreement and perform any job assigned.

The term of the agreement is based on a Calendar Year from January 1st to December 31st of each Calendar year and is made and entered into, to the time at which CONTRACTOR fulfills its obligations under this Agreement. CONTRACTOR warrants and represents that the person who executes and signs this Agreement on behalf of the CONTRACTOR is lawfully authorized to execute and sign the Agreement, and to bind CONTRACTOR to the terms and conditions of the Agreement and the RFB or any job assigned.

CONTRACTOR is required to renew this Agreement with the CITY each Calendar Year.

Borough Manager
For the City and Borough of Wrangell

Contractor
For: _____

Date: _____

Date: _____

ATTEST:

Kim Lane, MMC, Borough Clerk
(SEAL)

CONTRACTORS, before submitting this Basic Work Agreement, be sure that you have complied with all of the following requirements:

- _____ Proof of Liability Insurance (no less than 1 million dollars)
- _____ Proof of Workers Compensation Insurance per State Statutes
- _____ Current Contractors License
- _____ Current State of Alaska Business License
- _____ Bonding as required by the State of Alaska
- _____ Current with City Sales Tax
- _____ any other specialty license
- _____ your rates for services that you will provide (including rental rates for equipment – be specific and list the equipment out)
- _____ Completed W9

Rates and Equipment:

- _____ your rate for services
- _____ Equipment rental rate
List equipment _____
- _____ Equipment rental rate
List equipment _____
- _____ Equipment rental rate
List equipment _____
- _____ Equipment rental rate
List equipment _____
- _____ Equipment rental rate
List equipment _____

Please include: any other licenses or rates that are specific to your trade and are not included above.

If any of your licenses or insurance is due to expire, it is your responsibility to renew and submit the documentation to the Borough Clerk.