

CONTRACT AGREEMENT

<u>NAME OF PROJECT:</u>	FURNISH CRUSHED AGGREGATE MATERIAL FOR ROAD AND PAD SURFACE REPAIRS
<u>PROJECT DESCRIPTION:</u>	FURNISH 4,000 TONS OF CRUSHED AGGREGATE MATERIAL FOR ROAD AND PAD SURFACE REPAIRS, DELIVERED TO DESIGNATED STOCKPILE AREA(S) IN THE CITY OF NOME, ALASKA

THIS AGREEMENT is made this ____ day of September, 2024 by and between **THE CITY OF NOME (“Owner”)** and **TUMET INDUSTRIES, LLC (“Contractor”)**.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Owner’s solicitation dated August 29, 2024, Contractor’s response thereto, and City Council resolution R-24-09-02 dated September 23, 2024. These form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. Nothing contained in the Contract Documents shall create a contractual relationship between the Owner and any third-party; however, it is understood and agreed that the Owner is an intended third-party beneficiary of all subcontracts, purchase orders, and other agreements between Contractor and third parties. Contractor shall incorporate the obligations of this contract into its respective subcontracts, supply agreements and purchase orders.

ARTICLE 2

THE CONTRACT TERMS

I. Price and Quantity

The agreed upon price is Seventy-Two Thousand Five Hundred Twenty Dollars and Zero Cents (\$72,520.00), with Four Thousand (4,000) tons to be delivered at Eighteen Dollars and Thirteen Cents (\$18.13) each.

II. Scope of Work

All work shall be as indicated in the bid documents.

All work shall be accomplished in accordance with applicable City, State and Federal Codes.

III. Indemnification

The Contractor shall indemnify, save harmless, and defend the City of Nome, and its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the Contractor's performance of this Contract; however, this provision has no effect if, but only if, the sole proximate cause of injury or damage is the City of Nome's negligence.

IV. Supervision of Work

The Contractor shall supervise and direct the work competently and efficiently. All work shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for the means, methods, techniques and procedures in the execution of the Contract.

V. Laws to be Observed

The Contractor shall keep fully informed of all Federal and State regulatory requirements and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such regulatory requirements, orders and decrees; and shall protect and indemnify the City of Nome and its representatives against claim or liability arising from or based on the violation of any such regulatory requirement, order, or decree whether by the Contractor, Subcontractor, or any employee of either. Except where otherwise expressly required by applicable regulatory requirements, the City of Nome shall not be responsible for monitoring Contractor's compliance with any regulatory requirements.

VI. Permits, Licenses and Taxes

The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. As a condition of performance of this Contract, the Contractor shall pay all Federal, State and local taxes incurred by the Contractor, in the performance of this Contract. Contractor is obligated to pay City of Nome sales tax on those portions of Subcontractor invoices that are charges for labor or materials rendered for the benefit of Contractor by any Subcontractor Proof of payment of these taxes is a condition precedent to final payment by the City of Nome under this Contract.

VII. Payment

Payment will be made within 30 days of presentation of a suitably documented application for payment.

The Contractor warrants and guarantees that title to all material covered by any application for payment will pass to the City of Nome no later than the time for payment free and clear of any liens, security interests and further obligations.

Payment or partial payment may be withheld by the City of Nome if subsequent evidence or the result of subsequent inspections or test, nullify previous payments and/or if the Contractor has failed to fulfill or is in violation of any of his obligations under any provisions under this Contract.

VIII. Venue and Applicable Law

The venue of any legal action between the parties arising as a result of this contract shall be laid in the Second Judicial District of the Superior Court of the State of Alaska, and this contract shall be interpreted in accordance with the laws of the State of Alaska.

IX. Option to Renew

Subject to budget appropriation, the City of Nome may elect to extend this agreement for one additional year per the terms of the Owner's solicitation.

AGREED TO and SIGNED this ____ day of September, 2024.

**OWNER
CITY OF NOME**

**CONTRACTOR
TUMET INDUSTRIES, LLC**

Name:

Name: