

CONTRACT FOR ENGINEERING SERVICES

This Agreement is entered into this ____ day of January, 2025, by and between **Bristol Engineering Services Company, LLC (herein referred to as "Engineer")** and the **City of Nome ("City")**. For good and valuable consideration, the receipt whereof is hereby acknowledged, Engineer and City agree as follows:

WHEREAS The City is in need of a person possessing the skills and ability required to render services as Engineer and Project Manager to the City of Nome.

WHEREAS Engineer, through education and experience, possesses the requisite, license and skills to perform such duties.

WHEREAS The City is therefore desirous of engaging the services of Engineer as an independent contractor using independent professional judgment to accomplish assigned tasks.

NOW THEREFORE the parties hereto do mutually agree as follows:

1. Employment of Engineer.

The work to be performed by Engineer pursuant to this Agreement is all tasks assigned by the City Manager. A more specific identification of Engineer's professional services to be provided in accordance with the provisions of this Agreement is listed in Appendix A "**Scope of Services**," incorporated herein by reference and such other duties as requested by the City Manager.

2. Term of Agreement.

The initial term of this Agreement shall be one (1) year from the date of execution and approval of the Nome Common Council. Nome shall have an annual option to renew this Agreement for an additional one (1) year period. Exercise of this option by Nome shall be contingent upon a favorable review of the contracted services three months before the then scheduled date of termination of this Agreement and shall be further conditioned on the continuity of Engineer's Designated Representative. Any contract renewal will be based upon satisfactory performance as evaluated by the City and extension approval by both Engineer and City.

3. Fee.

The City shall pay Engineer in accordance with the fee schedule attached hereto as Appendix B.

4. Payments.

The City agrees to make payments to Engineer as services are performed and costs are incurred, provided Engineer submits a copy of a proper invoice for each payment, in such form and accompanied by such evidence in support thereof as may be reasonably required by the City.

Billing and expense invoices shall be submitted monthly at the end of each month. Invoices shall be accompanied by a monthly activity report detailing work and accomplishments.

All invoices are otherwise due and payable within thirty (30) days of receipt by the City.

5. Services Supplied by City.

City shall provide Engineer with a vehicle for Engineer's use on each occasion Engineer is performing work on this Project in Nome during the term of this Agreement.

6. Independent Contractor Status.

In performing under this Agreement, Engineer acts as an independent contractor and shall have responsibility for and control over the details and means for performing the services required hereunder.

7. Indemnification.

To the maximum extent permitted by law, Engineer shall defend, indemnify and save harmless City or any agent, employee, or other representative thereof, from and against losses, damages, liabilities, expenses, claims, and demands of whatever nature, including for death, personal injury, property damage or economic loss, to the extent arising out of any negligent act or negligent omission or willful misconduct of Engineer, its agents or employees while performing under the terms of this Agreement.

8. Assignment.

Engineer shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

9. Subcontracting.

Engineer may not subcontract its performance under this Agreement without prior written consent of City. Any subcontractor must agree to be bound by the terms of this Agreement applicable to the services to be performed by the subcontractor.

10. Designation of Representatives.

The parties agree, for the purposes of this Agreement, that the City shall be represented by and may act only through the City Manager or such other person as he may designate in writing. Engineer shall be represented by and may act only through John Blees, PE.

11. Termination.

Either party may terminate this Agreement, with or without cause, after first giving thirty (30) days written notice. **Termination of this agreement by either party may be for any reason, or no reason.**

12. Insurance.

Engineer shall, at all times, at its own expense, keep in force the following described insurance for protection against the claims of employees or other persons, insuring both the Engineer and the City against liability that may accrue against them or either of them in connection with the performance of Engineer under this Agreement:

- (a) Insurance in at least the required statutory amounts covering claims under workers' compensation, disability benefits and other similar employee benefit acts;
- (b) Commercial general liability insurance covering bodily injury, death, and property damage with a combined single limit of not less than \$500,000; and
- (c) Errors and omissions insurance on a claims made basis with a limit of liability of not less than \$150,000.

13. Insurance Certificate.

All insurance shall be placed with an insurance carrier or carriers satisfactory to the City, shall have deductibles satisfactory to the City, shall not be subject to cancellation or any material change except after thirty (30) days written notice to the City, and shall provide that no failure of Engineer to comply with any condition or provision of this Agreement or other conduct of Engineer or those for whose conduct it is responsible, shall void or otherwise affect the protection under the policy afforded to the City. A Certificate of Insurance reflecting full compliance with these requirements shall, at all times during the term of this Agreement, be kept on deposit at the general offices of the City. If Engineer fails to comply with these insurance requirements, the City may terminate this Agreement on ten (10) days written notice.

All insurance policies or other contract security required in this Agreement except for professional errors and omissions coverage shall allow claims to be filed based upon the time of an occurrence, and shall not provide for a shorter period in

which to make claims than that provided by the applicable statute of limitations. The coverage required by this Agreement shall cover all claims arising in connection with the performance of the Engineer under this Agreement, whether or not such claim is asserted during the term of this Agreement and even though judicial proceedings may not be commenced until after the expiration of this Agreement.

All insurance policies shall be written as primary policies; shall waive subrogation against City, its agents and employees; shall not be contributing with, or in excess of, any insurance coverage that the City may otherwise carry, and shall name the City as an additional insured. All insurance provided under this Agreement must remain fully available to satisfy claims arising out of this Agreement, notwithstanding any other claims that may be filed against that policy.

14. Claims Recovery.

Claims by the City resulting from Engineer's failure to comply with the terms of and specifications of this Agreement and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Engineer for work performed or to be performed. City shall notify Engineer of any such failure, default or damage therefrom as soon as practicable after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity.

15. Compliance with Applicable Laws.

Engineer shall, in the performance of this Agreement, comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations applicable to its performance hereunder, including, without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, worker's compensation, and other employee benefit laws. Engineer also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. Services performed under this Agreement shall be in accordance with sound, generally accepted engineering and design practices and shall comply with all applicable codes and standards.

16. Records and Audit.

Engineer agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred for at least three years after receipt of final payment and closure of all pending matters related to this Agreement. Said books shall be subject to inspection and audit by City.

17. Notices

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon full prepaid and addressed as follows:

To City:

Dan Grimmer
City Clerk
City of Nome
P. O. Box 281
Nome, AK 99762

To Engineer:

John Blee, PE
Senior Engineer
Bristol Engineering Services Co., LLC
111 W. 16th Ave., Third Floor
Anchorage, AK 99501

18. Venue and Applicable Law.

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

19. Attorney's Fees.

In the event either party institutes any suit or action to enforce its rights hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

20. Waiver

No failure on the part of either City or engineer to enforce any covenant or provision herein contained, nor any waiver of any right hereunder unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of the City or Engineer to enforce the same or any other provision in the event of any subsequent breach or default.

21. Binding Effect.

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

22. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect.

No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective date indicated below.

CITY OF NOME

Dated: _____

By: _____

Dan Grimmer

City Manager - Acting

ENGINEER

Dated: _____

BY: _____

John

Blees, PE

Its: General Manager