

CITY OF WHITTIER – STANDARD CONTRACT
QUALIFIED ENVIRONMENTAL PROFESSIONAL & PROJECT MANAGEMENT
SERVICES

This Agreement for Qualified Environmental Professional and Project Management Services is made effective the **1st** day of **May, 2026**, between the **City of Whittier**, P.O. Box 608, Whittier, Alaska 99693 (the “City”) and the public or private entity **NORTECH, Inc.** (the “Contractor”) whose address is 2400 College Road, Fairbanks, Alaska 99709.

WITNESSETH:

WHEREAS, the City has the authority to direct and fund the operation of program services, design, and the execution of planning and development projects, as applicable, and desires to contract with skilled parties possessing the necessary knowledge, skills, abilities, professional experience, and resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of Qualified Environmental Professional (QEP) & Project Management Services and possesses and can make available, all necessary qualified personnel, licenses, facilities and expertise to perform or to have performed, the services or work, as applicable, required pursuant to the terms of this Contract.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the City and the Contractor agree as follows:

1. **General Provisions.** This Contract consists of:
 - a. City of Whittier – Standard Contract
 - b. The entire Request for Proposal (RFP) 2026-01 and all addenda
 - c. All Appendices included with the RFP
 - d. Contractor’s Proposal in response to the RFP
 - e. Notice to Proceed
2. **Scope of Services.** The Contractor shall provide QEP and project management services necessary to implement the City of Whittier’s EPA Brownfields Multipurpose Grant Work Plan and related activities associated with environmental assessment, cleanup planning, regulatory coordination, and remediation of the Buckner Building site and other designated sites. All services shall be performed in accordance with the RFP, the Contractor’s accepted Proposal, and the Cost Proposal.

Services shall include, but are not limited to:

- a. Project management and coordination necessary to implement the EPA Brownfields Multipurpose Cooperative Agreement, including schedule management, budget tracking, reporting support, and participation in meetings with the City, EPA Region 10, the Alaska Department of Environmental Conservation (ADEC), and other stakeholders.

- b. Preparation, revision, and implementation of required technical documents, including but not limited to Quality Assurance Project Plans (QAPP), Sampling and Analysis Plans (SAP), Health and Safety Plans (HASP), Analysis of Brownfields Cleanup Alternatives (ABCA), Area-wide Brownfields Plan, remedial design packages, cleanup work plans, technical memoranda, cost estimates, and related supporting documentation.
- c. Conducting or overseeing environmental site assessments, hazardous building materials surveys, sampling activities, data evaluation, risk assessment, and preparation of technical reports necessary to support cleanup planning and regulatory decision-making.
- d. Assistance with public involvement and documentation requirements associated with the Brownfields program, including preparation of materials necessary for public review of the ABCA and maintenance of documentation for the Administrative Record.
- e. Oversight of cleanup and remediation activities funded under the Multipurpose Grant or subsequent federal funding sources, including contractor coordination, field observation, documentation of activities, verification of performance, and preparation of final cleanup reports.

The Contractor shall perform only those services expressly authorized under this Contract and shall not perform additional services unless approved in writing by the City. The City shall not be responsible for costs associated with additional services unless the City has provided prior written authorization and agreed to compensate such services in writing.

3. **Term.** The term of the professional services contract shall be from the Effective Date through the anticipated project completion date of December 31, 2030, with an option to extend only upon mutual agreement by both parties, as an amendment to the Contract. The Contract may be terminated at the convenience of the City at any time with or without cause.
4. **Deliverables.** All work product, including data, reports, plans, specifications, sampling data, photographs, and electronic files prepared under this Contract shall be the property of the City.
5. **Access to City Personnel.** The City Manager will direct the City staff as appropriate, to assist the Contractor in mutually agreed work such as preparing for public workshops and meetings, participating in meetings, and other work as deemed necessary at the sole discretion of the City.
6. **Contract Administrator.** The City Manager or designee shall administer this Contract on behalf of the City unless a change is made by the City Manager.
7. **Compensation.** The Contractor shall, on the first day of each month of performance during the term of this Contract, deliver to the City an invoice showing a description of work and the associated hours during the preceding month and requesting payment according to the hourly rates and cost structure described in the Contractor's Proposal and accepted by the City. Subject to the Contractor's satisfactory performance and completion of the workplan, as determined in the City's sole discretion, and in compliance with the terms of this Contract

and all applicable federal regulations, the City shall pay the Contractor amounts properly requested and submitted for reimbursement not more frequently than monthly.

Compensation under this Contract is on a cost-reimbursement basis and is limited to costs that are allowable, allocable, reasonable, and properly documented in accordance with 2 CFR Part 200, 2 CFR Part 1500, and the applicable terms and conditions of the City's federal cooperative agreement. The Contractor is not eligible for reimbursement for preparation of the RFP or for any other services not expressly requested and agreed to by the City in writing. The total amount of compensation for this Contract shall not exceed **\$519,682**, representing funds currently authorized and available, unless the Contract is amended in writing and approved by Resolution of the Whittier City Council. This Contract is subject to the availability of lawfully appropriated and obligated funds.

8. **Payment and Reporting.** Monthly payments are due within 30 days of receipt of an invoice approved by the Contract Administrator and a progress report stating the amount of services completed. Itemized invoices must be submitted that indicate the services performed by task and labor category and must align with the Contractor's accepted Cost Proposal. Invoices for this Contract must be submitted separately from invoices for services performed under any other contract(s). If compensation is based on time and materials, the following applies:
- a. Compensation shall be computed based on the hourly billing rates as stated in the Contractor's bid, and as approved by the City, multiplied by the actual number of hours spent in the performance of project-related services. The hourly billing rate for each employee is the amount to be paid to the Contractor and is considered full compensation for all salary, benefits, taxes, overhead and profit. There is no additional compensation for overtime, weekend, or holiday work.
 - b. Compensation for subcontractors and subconsultants shall be equal to the amounts actually paid to subcontractors hereunder, consistent with the accepted Cost Proposal.
 - c. Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the City and necessary and reasonably incurred and actually paid by the Contractor in the performance of the services hereunder. No markup allowance is allowed. Reimbursable expenses must comply with applicable federal cost principles and shall be supported by appropriate documentation.
 - d. Reimbursable expenses do not include expenses that are usually and customarily included as part of the Contractor's overhead and in this Agreement, reimbursable expenses does not include any amounts for typing or use of computer systems, computer aided design and drafting, cameras, recording or measuring devices, portable equipment, safety supplies, phones, phone calls, or expendable office supplies. Required insurance is not a reimbursable expense. The Contractor shall obtain the City's written approval prior to making expenditures for reimbursable expenses in excess of \$500 per specific expenditure and for all overnight trips which are reimbursable expenses as set forth above. The Contractor shall substantiate all billings for reimbursable expenses in excess of \$50 with receipted bills and include receipts with the appropriate billing.

The Contractor shall keep and cause all subcontractors to keep daily records of time spent in the performance of services hereunder by all persons whose billing rates will be the basis for compensation, as well as records and receipts of reimbursable expenditures hereunder. Failure to do so shall be a conclusive waiver of the right to compensation for such services and expenses as are otherwise compensable hereunder.

The Contractor shall prepare and submit a monthly progress summary report. Each report shall:

- Be limited to one (1) page;
- Summarize activities completed during the reporting month; and
- Identify anticipated activities for the upcoming month.

Reports shall be submitted to the City no later than the 7th calendar day of the following month.

The City shall have the right to inspect all records of the Contractor and any subcontractors, pertaining to this project. Records shall be maintained by the Contractor and subcontractor(s) for a period of three (3) years after completion of services.

9. **Contract Termination.** The Contractor's services may be terminated:
- a. Without cause by the City upon seven (7) days written notice to the Contractor.
 - b. For cause by the City upon seven (7) days written notice to cure to the Contractor where the Contractor fails in any material way to perform the requirements of this Contract.
 - c. "Fails in any material way to perform," includes, but is not limited to, refusing to perform all items contained in the Scope of Work, failing to timely perform the tasks of the Scope of Work, failure to comply with EPA or ADEC requirements, failure to maintain required licenses, or failure to comply with federal grant conditions.
 - d. In the event that the Contractor fails to cure and the City terminates the Contractor's services due to default, the City shall have the right to immediately assume control of the project site and all tools, equipment, materials, and other items left at the site by the Contractor necessary for the completion of the work. The Contractor shall be liable to City for all costs incurred by the City by reason of the termination of the Contractor's services for cause, including but not limited to the cost of procuring new services. In the event it is determined the City improperly terminated the Contractor's services under this section, the remedy shall be the conversion of the termination into a termination without cause by the City.
10. **Duties upon Termination.** If the Contractor's services are terminated for no cause and for the convenience of the City, the City shall pay the Contractor the reasonable value of the services rendered in compliance with this Contract prior to termination. In no event shall the Contractor receive reimbursement for work not yet performed at termination. If the Contractor receives payments exceeding the amount to which it is entitled under this section, it shall remit the excess to the City within thirty (30) days of receiving notice to do so. The Contractor shall not be entitled to any compensation under this section until the Contractor has delivered to the City all documents, records, work product, materials and equipment

apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor shall state, in all solicitations or advertisements for employees to work on Contract jobs, that the Contractor is an equal opportunity employer.

16. **Permits, Laws, and Taxes.** The Contractor shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable laws to include, without limitation, statutes, ordinances, rules, and regulations.
17. **Nonwaiver.** The failure of either party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part thereof, or the right of such party thereafter to enforce each and every provision hereof.
18. **Amendment.** This Contract may be amended, modified, or changed only in writing executed by the City Manager and an authorized representative of the Contractor.
19. **Governing Law.** The laws of the State of Alaska shall govern the rights and obligations of the parties under this Contract. The Contractor must at all times comply with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations.
20. **Prevailing Wage.** This Contract incorporates the provisions of the federal Davis-Bacon Prevailing Wage Act, 40 USC §276a-276a5. All laborers and mechanics employed or working upon the site of the work shall be paid according to the U.S. Department of Labor General Wage Classifications for the locality in which the construction activity will take place. Wage determinations for specific localities are available at <https://sam.gov/>. All contracts entered into by the Contractor with any subcontractors must contain a provision requiring that the subcontractor follow the Davis-Bacon Prevailing Wage Act and the other wage provisions of this Contract.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics; also, regular contributions made or costs incurred

for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. City shall require that the Contractor and subcontractors include the name of the City employee or official responsible for monitoring compliance with Davis Bacon on the poster.

(ii) The City, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- The classification is utilized in the area by the construction industry; and
- The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(iii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the City to the EPA Award Official. The Award Official will transmit the report to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Award Official or will notify the Award Official within the 30-day period that additional time is necessary.

(iv) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the City do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Award Official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a

determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(v) The wage rate (including fringe benefits where appropriate) shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(vi) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(vii) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The City, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the Contractor, or the City take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably

anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City for transmission to the EPA, if requested by EPA, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the City.

(ii)(B) Each payroll submitted to the City shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The Statement of Compliance shall certify that the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete.

(2) The Statement of Compliance shall certify that each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or

indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) The Statement of Compliance shall certify that each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(i) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this section.

(ii) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the Contractor, the City, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program

shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(7) Contract Termination: Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors), the City, borrower or subrecipient and EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

21. Contract Work Hours and Safety Standards. This Contract is subject to the requirements of the Contract Work Hours and Safety Standards Act, 29 CFR § 4.6.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

(3) Withholding for Unpaid Wages and Liquidated Damages. The City, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

22. **Severability.** Any provision of this Contract deemed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.
23. **Integration.** This instrument embodies the entire contract of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Contract shall supersede all previous communications, representations, or contracts, either oral or written, between the parties hereto.
24. **Insurance.** The Contractor, at its expense, shall keep in good standing the following insurance and before rendering any services under this Contract, shall furnish the Project Manager with proof of the insurance in a form acceptable to the City. The Contractor shall provide the following insurance:

- a. Workers' compensation and employer's liability coverage in amounts required by Alaska Statute 23.30 under the Alaska Workers' Compensation Act.
 - b. Commercial General Liability, including contractual coverage in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate, to include Independent Contractor and Personal Injury coverage.
 - c. Professional Errors and Omissions insurance with a minimum \$1,000,000 policy limit.
 - d. Commercial Automobile Liability per occurrence in the amount of \$1,000,000, single limit to include owned, hired, and non-owned vehicles.
 - e. Contractors' Pollution Liability insurance with a minimum \$2,000,000 policy limit.
 - f. The Contract shall provide the City with not less than thirty (30) days' notice prior to cancellation of any insurance policy required by this section.
 - g. The City of Whittier must be listed as a named additional insured on all policies except Workers' Compensation insurance.
 - h. General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage.
25. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend, save and hold harmless the City from any and all claims, lawsuits, or liability, including attorney fees and costs, allegedly arising from any wrongful or negligent act, error, or omission of the Contractor, the Contractor's agents, employees, subcontractors or invitees, occurring during the course of or as a result of the Contractor's, the Contractor's agents, employees, contractors, subcontractors or invitees' performance pursuant to this Contract.
26. **Disputes.** Any dispute arising from performance of this Contract shall be resolved by litigation in the Superior Court for the State of Alaska, Third Judicial District at Anchorage.
27. **Availability of Funds.** This Contract is subject to the availability of funds lawfully appropriated for its performance.
28. **Force Majeure.** Any failure to perform by either party due to force majeure shall not be deemed a violation or breach of this Contract. As used in this Contract, force majeure means an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation: 1) Strikes or work stoppages; 2) Any interruption, suspension or interference with services caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences, outside the control of the City or the Contractor; or 3) Order of court, administrative agencies or governmental officers with jurisdiction to issue such an order.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the date first stated above. This Contract may be executed in counterparts, each of which when executed and

delivered shall constitute a duplicate original, but all counterparts shall constitute a single Agreement.

CITY OF WHITTIER

CONTRACTOR

Name: Jackie C. Wilde
Title: City Manager
Date: _____
IRS Tax ID No: 92-0041440
Tax Status ()Taxable (X) Non-Taxable

Name: Haley Michael
Title: NORTECH Environmental Engineer
Date: _____
IRS Tax ID No: _____
Tax Status ()Taxable () Non-Taxable

