

PROFESSIONAL REAL PROPERTY APPRAISAL SERVICES AGREEMENT

This Agreement for professional real property appraisal services (“Contract”) is made effective the **19th day of August, 2026**, between the **City of Whittier**, P.O. Box 608, Whittier, Alaska 99693 (the “City”) and the public or private entity **Black-Smith, Bethard & Carlson, LLC**, (“Contractor”) whose address is 1199 East Dimond Blvd, Suite 200, Anchorage, AK 99515.

WITNESSETH:

WHEREAS, the City has the authority to direct and fund the real property appraisal of City-owned and City-managed land, 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 professional real property appraisal 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 promise, responsibilities, and covenants herein, the City and the Contractor agree as follows:

1. General Provisions. This Contract consists of:

- a. The entire Request for Proposal (RFP)
- b. All Appendices included with the RFP
- c. Contractor’s Proposal in response to the RFP

2. Scope of Services. The Contractor is expected to provide the City with professional real property appraisal services for City-owned and City-managed parcels located in Whittier, Alaska. All services shall be performed in accordance with the RFP, the Contractor’s accepted Proposal, and the Cost Proposal.

The City shall not be responsible for any costs associated with additional services unless the City has consented in writing to the performance of additional services and agrees to pay costs associated with such services in its written consent.

The Contractor shall not perform additional services under this contract unless such services arise from and relate to this Contract.

3. Term. The term of the professional services contract shall be three (3) years with the option to extend 2 (two) additional terms of 2 (two) years each. A longer term may be negotiated by the parties after the initial three (3) years. The contract may be terminated at the convenience of the City at any time with or without cause.

4. Access to City Personnel. The City Manager will direct the City staff as appropriate, to assist the Contractor in mutually agreed work as deemed necessary at the sole discretion of the City.

5. **Contract Administrator.** The City Manager or their designee shall administer this Contract on behalf of the City.
6. **Compensation.** Compensation under this Contract shall be based on the Contractor's accepted Cost Proposal. The City shall pay the Contractor a fixed fee of \$89,900 for the initial appraisal assignment, consisting of all parcels identified in the Request for Proposal. Additional parcel appraisal assignments requested and authorized by the City under this Contract shall be compensated at \$6,000 per assignment. If multiple additional parcel appraisal assignments are authorized concurrently, the fee may be reduced to \$4,000 per assignment, depending on the scope and complexity of the assignment, as agreed in writing by the City and Contractor.
 - a. **Included Costs and Task Authorization.** The fixed fee and per-assignment fees include all labor, travel, research, property inspections, market analysis, report preparation, and incidental expenses necessary to complete the appraisal services described in the Request for Proposal. No additional appraisal assignment or other additional service shall be compensable unless authorized in writing by the City before the work is performed. The City may establish not-to-exceed amounts for specific work efforts, and the Contractor shall not exceed any established funding limitation without prior written approval.
The Contractor shall notify the City when costs approach authorized limits and shall not exceed any established funding limitations without prior written approval.
7. **Payment and Reporting.** The Contractor shall submit invoices no more frequently than once per month. Each invoice shall identify the appraisal assignment or assignments covered by the invoice, the applicable fixed fee or per-assignment fee, and the amount due for work completed during the invoice period. For the initial appraisal assignment, the Contractor may invoice based on completion of agreed milestones or upon completion and delivery of the appraisal services, as approved by the City. For any additional parcel appraisal assignment, the invoice shall identify the City's written authorization for the assignment and the applicable per-assignment fee. Invoices shall be accompanied by a brief progress report describing services completed, deliverables submitted, and any remaining work. Payments are due within 30 days after receipt of an invoice approved by the City. Invoices for this Contract must be submitted separately from invoices for services performed under any other contract.
8. **Contract Termination.** The Contractor's services under Section 2 may be terminated:
 - a. By mutual consent of the parties.
 - b. For cause by the City where the Contractor fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the City notifies the Contractor of its intent to terminate, stating with reasonable specificity the grounds therefor and the Contractor fails to commence to cure the default within fifteen days after receiving notice and diligently work to cure the default within thirty (30) days after receiving notice.

- c. By the City for no cause and for the convenience of the City with thirty (30) days' notice to Contractor prior to termination.
9. **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 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 involved in this Project and thereby owned by the City. If the Contractor's services are terminated, for whatever reason, the Contractor shall not claim any compensation under this Contract, other than that allowed under this Contract or otherwise agreed upon in writing by both parties. Termination of the Contractor's services does not affect any other right or obligation of a party under this Contract.
10. **Assignment.** The Contractor shall not assign this Contract, or any interest in this Contract without consent of the City.
11. **Notices.** Any notice required pertaining to the subject matter of this Contract shall be either by personal (hand) delivery, with written record of delivery made contemporaneous to the delivery (which may be made by the sender); by electronic mail (e-mail), with electronic confirmation of delivery generated by the receiving computer system; by registered or certified mail, return receipt requested; or by a commercial courier service that maintains a written record of delivery, to the following addresses:
- | | |
|-------------------|--|
| City of Whittier: | Attn: City Manager
P.O. Box 608
Whittier, Alaska 99693-0608
Fax: (907) 472-2404
citymanager@whittieralaska.gov |
| Contractor: | Attn: Brian Z. Bethard
1199 East Dimond Blvd, Suite 200
Anchorage, AK 99515
Fax: (907) 274-0889
bsr@ak.net |
- A notice shall be effective and deemed delivered: (i) if by personal delivery or commercial courier service, on the date of delivery if delivered during normal business hours or on the next business day following delivery if delivered after normal business hours; (ii) if by electronic mail, on the day sent if sent before or during normal business hours, and on the next business day if sent after normal business hours; and (iii) if by mail, three (3) days after mailed.
12. **Conflicts of Interest.** The Contractor may not represent or assist other clients or accept employment or render professional services in matters related to the community of Whittier during the term of this Contract if such actions may be inconsistent with the services desired by the City, unless the prior written approval of the City has first been obtained.

- 13. Relationship of Parties.** The Contractor shall perform its obligations hereunder as an independent Contractor of the City. Nothing shall be construed to imply an employment relationship between the parties. The City may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. The City is authorized to conduct a Contract Performance Evaluation at the end of the term of the Contract, and to utilize the results of that evaluation as the basis for reviewing future proposals submitted for work on behalf of the City.
- 14. Nondiscrimination.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or mental or physical disability. The Contractor will take affirmative action to ensure that its employees are treated during employment without regard to their race, color, religion, or mental or physical disability. Such action shall include, without limitation, employment, upgrading, demotion, or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including 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.
- 15. 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.
- 16. 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.
- 17. Amendment.** This Contract may be amended, modified, or changed only in writing executed by the City Manager and an authorized representative of the Contractor.
- 18. 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.
- 19. Severability.** Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.
- 20. 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.
- 21. 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 professional errors and omissions insurance with a minimum \$1,000,000 policy limit, and to include Independent Contractor and Personal Injury coverage.
- c. Commercial Automobile Liability per occurrence in the amount of \$1,000,000, single limit to include owned, hired, and non-owned vehicles.
- d. 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.
- e. The City of Whittier must be listed as a named additional insured on all policies except Workers' Compensation insurance.
- f. General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against the City of Whittier by reason of any payment made for claims under the above coverage.

22. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, save and hold the City of Whittier harmless 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, Contractor's agents, employees, subcontractors or invitees, occurring during the course of or as a result of the Contractor's, Contractor's agents, employees, contractors, subcontractors or invitees' performance pursuant to this Contract.

23. Fee 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.

24. Availability of Funds. This Contract is subject to the availability of funds lawfully appropriated for its performance.

25. 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 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

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

CONTRACTOR



Name: Brian Bethard
Title: Managing Member
Date: 8-4-26
IRS Tax ID NO: 20 1986982
Tax Status ☒ Taxable () Non-Taxable