

CITY OF WHITTIER – STANDARD CONTRACT
LAND APPRAISAL SERVICES

This Agreement for Land Appraisal Services is made effective the ____ day of _____, 2025, between the **City of Whittier**, PO Box 608, Whittier, Alaska 99693 (the “City”) and the public or private entity _____, (Contractor) whose address is _____.

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 land 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 Proposals for Land Appraisal Services
 - b. All Appendices included with the RFP
 - c. Contractor’s Proposal in response to the Request for Proposals
2. **Scope of Services.** The Contractor is expected to provide the City with various professional services as specifically listed within the Request for Proposals, including:
 - a. All Attachments, paying special attention to the RFP’s Scope of Services.
 - b. 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.
 - c. 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 from the Effective Date through the anticipated project completion date of _____, 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. **Access to City Personnel.** The City Manager will direct the City staff as appropriate, to assist the Contractor in mutually agreed work and other work as deemed necessary at the sole discretion of the City.
5. **Contract Administrator.** The City Manager and/or her designee shall administer this Contract on behalf of the City unless a change is made by the City Manager.

6. **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 hours worked during the preceding month and requesting payment according to the hourly rates described in the Contractor's Proposal. Subject to the Contractor's satisfactory performance, as determined in the City's sole discretion, and in compliance with the terms of this Contract, the City shall pay the Contractor amounts requested and submitted for reimbursement not more frequently than monthly. 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. The City shall withhold as retainage no more than 10% of the total contract amount until such time as it is confirmed and verified that the Final Land Appraisal Report has been accepted by the City Council and authorized by the City for payment. The total amount of compensation for this Contract shall not exceed \$ _____ unless the Contract is amended and such amendment(s) are approved by Resolution of the Whittier City Council.
7. **Payment and Reporting.** Monthly payments are due within 30 days of receipt of an invoice approved by the project manager and a progress report stating the amount of services completed. Itemized invoices must be submitted that indicate the services performed. 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 project manager, times 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 sub-contractors and sub-consultants shall be equal to the amounts actually paid to sub-contractors hereunder, plus a negotiated mark-up percentage.
 - C. Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the City of Whittier project manager, necessary and reasonably incurred and actually paid by the Contractor in the performance of the services hereunder. No markup allowance is allowed. Reimbursable expenses are generally for the purchase of outside ancillary services such as mailing and delivering drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and transportation if agreed to between the parties in writing and if not included in the original bid, meals and lodging on overnight trips.
 - 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 Project Manager'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 Consultant shall substantiate all billings for reimbursable expenses in excess of \$50 with receipted bills and include receipts with the appropriate billing.

Contractor shall keep and cause all sub-contractors 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 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.

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 cure the default within seven (7) days after receiving the notice.
 - C. By the City for no cause and for the convenience of the City with seven (7) days' notice to Contractor party 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 personally delivered, faxed, or mailed by prepared first class registered or certified mail, return receipt requested, to the following addresses:

City of Whittier:

Attn: City Manager
P.O. Box 608
Whittier, Alaska 99693-0608
Fax: (907) 472-2404
jwilde@whittieralaska.gov

Contractor:

Notices are effective upon the earlier date of receipt, proof of good transmission (facsimiles or emails only), or ten (10) days after proof of proper posting.

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

CONTRACTOR

Name: Jackie C. Wilde

Title: City Manager

Date: _____

Name: _____

Title: _____

Date: _____

IRS Tax ID NO: 92-0041440
Tax Status ()Taxable (X) Non-Taxable

IRS Tax ID NO: _____
Tax Status ()Taxable () Non-Taxable

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