

**NORTH SLOPE BOROUGH
TECHNICAL SERVICES AGREEMENT**

Project No.:

Project Title:

Project Description:

PREAMBLE

THIS AGREEMENT is made between the NORTH SLOPE BOROUGH, hereinafter "Borough," and <Contractor (ALL CAPS)>, hereinafter "Contractor".

PART I -- TIME OF COMMENCEMENT AND FINAL COMPLETION

The work to be performed under this Contract shall commence on issuance of the Notice to Proceed and shall be substantially completed no later than the ___ day of _____, 20___. Final completion is to occur no later than the ___ day of _____, 20___.

PART II -- CONTRACT SUM

The Borough shall pay the Contractor for the performance of the work, subject to additions and deductions by change order as provided herein, an amount not-to-exceed <Amount in words> (<Amount in numbers>) as provided for in Exhibit B.

PART III – ADMINISTRATOR

The Administrator/Borough's representatives of this Contract are:

North Slope Borough:

Architect/Engineer:

Program Manager:

PART IV - GENERAL PROVISIONS

1. Services of Contractor

a. This Agreement is for technical services to the Borough. The Contractor shall perform the services described in Exhibit A within the time frames specified in Exhibit A.

b. The Borough may by change order give authority to the Contractor to perform services in addition to those described in Exhibit A. The change order shall describe the additional services to be performed, the time frame within which the services must be performed and the compensation to be received for those services. Except as otherwise expressly stated in the change order, the additional services shall be in strict accordance with all terms and provisions of this Agreement. Without such change order from the Borough, the Contractor is neither authorized to perform services in addition to those described in Exhibit A nor is it entitled to any compensation other than that specified in Exhibit B.

c. The Contractor shall at the Contractor's own expense furnish to the Borough a copy of all information requested by the Borough for review of the Contractor's services while in progress.

d. The Borough shall provide the Contractor access in a timely manner, to those records, personnel and other items necessary for the Contractor to perform the services described in Exhibit A.

2. General Provisions

a. Independent Contractor. The Contractor is an independent Contractor. It is neither an employee, partner, nor joint venturer with the Borough.

b. No Assignment. The Contractor may neither assign this Agreement nor any rights hereunder nor delegate any of its duties without first obtaining the written consent of the Borough.

c. Discrimination. The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

d. Compliance With Laws. The Contractor agrees to comply with all applicable federal, state, and local laws and regulations.

e. Contractors. The Borough reserves the right to enter into separate Agreements directly with any Contractor for any services. The Contractor shall not retain Subcontractors, other than those expressly provided for herein, without the prior written approval of the Borough.

f. Borough. Whenever reference is made in this Agreement to "the Borough", this reference is meant to include the Borough or the authorized representative of the Borough.

g. Exhibits. Exhibits A, B, and C attached to this Agreement are incorporated into this Agreement and made a part hereof.

3. Insurance Requirements for Contractors

It is highly recommended that Contractors confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough's insurance requirements.

The Contractor shall procure and maintain the following insurance:

a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

(1) Insurance Services Office form number CG 0001 (Edition 04 13) covering Commercial General Liability.

(2) Insurance Services Office form number CA 0001 (Edition 03 10) covering Automobile Liability, symbol 1 "any auto".

(3) Workers' Compensation insurance as required by the State of Alaska and Employer's Liability Insurance.

b. Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

(1) General Liability:

(a) \$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury. The general aggregate limit shall be \$2,000,000. The general aggregate limits shall apply separately to each project.

(b) General liability insurance shall be maintained in effect until final acceptance by the Borough of the completed construction and, for products liability and completed operations liability, at least two years thereafter.

(c) If the general liability insurance is written on a claims-made form, the Contractor shall provide insurance for a period of five years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

(d) If the Contractor utilizes a Subcontractor(s) to perform any part of the work under this Contract, the general liability insurance shall not contain any endorsements that exclude the work of the Subcontractor(s).

(2) Auto Liability:

(a) \$1,000,000 combined single limit per accident for bodily injury and property damage.

(b) For any Borough auto(s) being driven by the Contractor (including any employee, supervisor, manager, agent, Subcontractor or its employee, supervisor, manager, agent, etc.), the Contractor agrees to insure that vehicle(s) as a scheduled auto(s) to its auto policy. It is agreed that the Contractor's auto policy shall:

i. Provide the primary liability insurance for the Borough auto(s) as though the auto(s) were a leased auto(s), naming the Borough as an additional insured and loss payee; and

ii. Provide for physical damage losses (both comprehensive and collision) with a deductible of no more than \$1,000 per accident and naming the Borough as an additional insured and loss payee.

(3) Workers' Compensation and Employer's Liability:

(a) Workers' Compensation shall be statutory as required by the State of Alaska. Employer's Liability shall be endorsed to the following minimum limits:

Bodily Injury By Accident - \$1,000,000 each accident;
Bodily Injury By Disease - \$1,000,000 each employee;
Bodily Injury By Disease - \$1,000,000 policy limit.

(4) Excess Liability:

(a) In order to meet the required minimum limits of insurance it is permissible for the Contractor to combine an excess liability or umbrella policy with the general liability, auto

liability or employer's liability. In the instance where the Contractor purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount on the excess liability or umbrella policy.

(b) Excess liability insurance shall be maintained in effect until final acceptance by the Borough of the completed construction and, for products liability and completed operations liability, at least five years thereafter.

(c) If the excess liability insurance is written on a claims-made form, the Contractor shall provide insurance for a period of five years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

(5) Property Insurance:

(a) The Contractor shall secure and maintain through the life of the Contract either Builder's Risk or an Installation Floater in the full amount of the contract. The Borough shall be named as an additional insured.

(b) Personal property of the Contractor, including but not limited to personal tools and equipment, is the Contractor's responsibility.

c. Deductibles and Self-Insured Retention. Prior to work commencing any deductible or self-insured retention must be declared and approved by the Borough. The Contractor may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the Borough, the Contractor shall reduce or eliminate such deductibles or self-insured retention as respects the Borough, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability, Automobile Liability and Excess Liability

(a) The Borough, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Borough, its Administrator, officers, officials, employees and volunteers.

(b) The Contractor's insurance coverage shall be primary insurance as respects the Borough, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Borough, its Administrator, officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

(c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employer's Liability

The Contractor's insurer shall agree to waive all rights of subrogation against the Borough, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any Subcontractor for the Borough.

(3) All Insurance

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Contractor or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the Borough. Such notice shall be mailed by the Contractor's insurer(s) to the attention of the Project Administrator and the Borough's Risk Manager.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

f. Verification of Coverage. Contractor shall furnish the Borough with approved certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the Borough, or which meet industry standard. The North Slope Borough Insurance Questionnaire shall be completed and submitted to the Borough for review and approval. All certificates are to be received and approved by the Borough before the Contract is processed. The Borough reserves the right to require complete, certified copies of all required insurance policies, at any time.

g. Subcontractors. Contractor shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all requirements stated herein.

5. Indemnity

Contractor agrees to indemnify, defend (with legal counsel approved by the Borough), and hold the Borough and its administrators, officers, agents, employees, volunteers and servants harmless from and against any and all claims, demands, actions, losses, expenses, and liabilities for or related to loss of or damage to property or injury to or death of any person relating to or arising or resulting in any way from the performance by Contractor or any of its Subcontractors under the Agreement, or the Work or Services provided or the condition or use thereof, regardless of any negligence of the Borough or their respective agents or employees, excepting only such loss, damage, injury or death which results solely from the negligence or willful misconduct of the Borough or solely from the joint negligence or willful misconduct of the Borough and a third party directed by the Borough.

6. Benefits

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

7. Notice to Proceed

This Agreement shall not be binding upon the Borough or the Contractor until the Borough furnishes a Notice to Proceed. The Notice to Proceed shall be attached to and made a part of this Agreement. Any work done by the Contractor before the Notice is furnished and attached to this

Agreement shall be at the Contractor's own expense and risk, provided that the Contractor shall be compensated for such work under this Agreement, if any such Notice is later furnished and attached to this Agreement.

8. Title 36: Wage Rates on Public Works Requirements

If applicable, Contractor is responsible for complying with Title 36 Public Contracts Requirements:

a. Compliance with A.S. §36.05. Contractor and all Subcontractors shall fully comply with A.S. §36.05 and the rules and regulations of the Alaska Department of Labor. Contractor assumes responsibility for compliance with A.S. §36.05 and rules and regulations of the Department of Labor by all Subcontractors.

b. Compliance with A.S. §36.05.010. Contractor and all Subcontractors shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 Calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the Department of Labor, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

c. Compliance with A.S. §36.05.040. Contractor shall provide to the Borough copies of all certified payrolls submitted to the Alaska State Department of Labor as required under Alaska Statute 36.05 *et seq.* Copies shall be submitted to the Project Administrator at the same time submission is made to the State Department of Labor.

d. Compliance with A.S. §36.05.070.

(1) Contractor and all Subcontractors shall pay all employees unconditionally and not less than once a week.

(2) Wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the Contractor and Subcontractors and laborers, mechanics, or field surveyors.

(3) The scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work.

(4) The Borough shall withhold so much of the accrued payments as is necessary to pay laborers, mechanics, or field surveyors employed by the Contractor and Subcontractors the difference between:

(a) The rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work, and

(b) The rates of wages in fact received by laborers, mechanics, or field surveyors.

e. Reporting. The Contractor shall provide to the Borough copies of all certified payrolls submitted to the Alaska State Department of Labor as required under Alaska Statute 36.05 *et seq.*

Copies shall be submitted to the Borough at the same time submission is made to the State Department of Labor.

f. Apprentice Rates. Apprentice rates at less than the minimum prevailing wage rates may be paid apprentices according to an apprentice program which has been registered and approved by the Commissioner of Labor in writing, or according to a bona fide apprenticeship program registered with the Bureau of Apprenticeship and Training, United State Department of Labor. Any employee listed on a payroll at an apprentice wage rate who is not registered, as detailed above, shall be paid the prevailing minimum wage for journeymen in that work classification. Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of titles or classifications, which may be assigned to individual employees. Attached and incorporated herein by reference are approved prevailing wage rates for apprentices in the North Slope Borough Apprenticeship Program.

10. Ownership of Documents

All work products prepared by the Contractor in fulfilling its duties under this Agreement shall be and remain the property of the Borough and the Borough shall have the right to use such products for any purpose without further claim on the part of the Contractor for additional compensation. In the event that the Borough uses the Contractor's work products for other than this project, the Borough hereby agrees to hold the Contractor harmless from any claims arising there from. The Contractor may retain a copy of any work product prepared by the Contractor in fulfilling its duties under this Agreement for the Contractor's records.

11. Termination and/or Suspension of Services

The Borough may terminate and/or suspend this Agreement in whole or in part whenever for any reason the Borough determines that such termination and/or suspension is in its best interests. Such termination and/or suspension shall be effected by personal delivery or by sending to the Contractor by certified mail notice of termination and/or suspension specifying the extent to which performance of work under this Agreement is terminated and/or suspended. The date of termination and/or suspension shall be the seventh calendar day after the Contractor's receipt of the notice. If a suspended project is reinstated, the payment due by the terms of this Agreement shall be equitably adjusted. In the event of any termination and/or suspension of this Agreement as provided herein, the Borough shall pay the Contractor, as full payment for all services performed and all expenses incurred by the Contractor under this Agreement all sums actually due and owing to the Contractor by the Borough under this Agreement on the effective date of the termination and/or suspension of the Agreement.

12. Dispute Resolution

This Contract shall be construed under the law of the State of Alaska. Venue for claims arising under this Contract shall be Barrow, Alaska. Prior to initiating court action, the Contractor and the Borough shall in good faith seek to settle or resolve the controversy by submitting the matter to mediation in Barrow, Alaska. This mediation will begin upon at least thirty (30), but no more than sixty (60) days, prior written notice given by the Contractor or the Borough. Such notice shall be given six months before the statutory time limit for commencing a legal action involving the controversy. The independent third party Mediator will be selected by mutual consent of both Parties from a list of available members of the American Arbitration Association.

13. Other Remedies

The Borough's exercise of any options under this Agreement does not waive any other rights or remedies otherwise available under State, Federal, or Municipal law.

14. Law and Venue

This Agreement shall be governed by the laws of the State of Alaska. Venue for any legal proceeding relating to this Agreement shall be in the Superior Court in Barrow, Alaska.

15. Notice

Unless otherwise provided herein, any notices or other communications required or permitted by this Agreement to be delivered to the Borough or the Contractor shall be in writing and shall be considered delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal delivery, when deposited in the United States mail, first-class, postage prepaid, addressed to the Borough or the Contractor at the address set forth below:

North Slope Borough (Enter	<Contractor>
Department Name Here)	
PO Box 69	<Address 1>
Barrow, Alaska 99723	<Address 2>

16. Disbursement of Moneys

All disbursement of moneys by the Borough hereunder shall be subject to set off pursuant to the North Slope Borough Municipal Code § 3.05.070.

17. Entire Agreement

This Agreement constitutes the entire Agreement between the Borough and the Contractor as to the matters stated herein. It supersedes all prior oral and written understandings and agreements as to such matters. It may be amended, supplemented, modified or canceled only by a duly executed written instrument. It shall bind the Borough and the Contractor, its successors, executors, administrators, assigns and legal representatives.

18. Special Provisions

Any special provisions applicable to this Agreement are set forth in Exhibit C.

DATED the day and year last written below.

NORTH SLOPE BOROUGH

PO Box 69
Barrow, AK 99723

By: _____
Harry K. Brower, Jr., Mayor

Date: _____

(CONTRACTOR'S NAME)

(ADDRESS)

By: _____
(Name/Title of Signing Officer)

Date: _____

Reviewed As To Form:

North Slope Borough Law Department

EXHIBIT A

(SCOPE OF SERVICES)

1. The work to be performed under this Agreement shall be commenced effective upon the issuance of the Notice to Proceed, and shall be substantially completed no later than the _____ day of ____, **20**__. For purposes of final billing, contract close out and other document processing, the final completion date of this Agreement shall be the __ day of _____, **20**__, unless modified by change order.

2. The Contractor shall perform all work required by the Agreement for the above-described project. The work which the Contractor is required to perform for this project consists of the following:

(Be specific, if needed use the letters of the alphabet to better describe in detail the work that the contractor will perform for the Borough))

EXHIBIT B

(FIXED RATE)

1. Compensation

The Borough shall pay to the Contractor as compensation for the services the Contractor rendered in accordance with the terms of this Contract. **TOTAL AMOUNT NOT-TO-EXCEED: \$ _____**

a. Reimbursables. In addition to the sum set forth above, the following expenses, incurred as a direct result of the services performed hereunder, shall be reimbursed at the rate of _____ times the actual cost paid by the Contractor, in a not to exceed amount of \$ _____.

Reimbursables shall include the following:

LIST REIMBURSABLES HERE

Contractor shall not be entitled to reimbursement for any expenses other than those specifically set out in this paragraph. Contractor shall submit actual invoices for all reimbursable expenses for which Contractor seeks reimbursement hereunder.

b. Total Compensation. Unless expressly agreed to in writing by the Borough and the Contractor, the maximum payment by the Borough to the Contractor for services rendered, and reimbursable expenses, in accordance with the terms of this Agreement shall be \$ _____.

2. Manner of Payment

The Borough shall make payments to the Contractor as follows: The Contractor shall submit monthly invoices for services rendered and for reimbursable expenses incurred within thirty days of performance of the service or incurring the expense. The invoice shall itemize the hours worked, tasks addressed during the itemized hours; and shall include copies of invoices for reimbursable. Reimbursable shall be supported by true, correct and legible copies of Contractor's invoices for authorized reimbursables. Any claim for payment for services or expenses after more than thirty days shall be refused by the Borough. The Borough may, however, at its discretion, accept such a late claim upon a showing by the Contractor of a valid cause for the delay. Statements for services rendered shall be based upon Contractor's estimate of the proportion of the services actually completed at the time of the billing. If the Borough objects to any statements or portions thereof submitted by the Contractor, the undisputed portion shall be paid.

ATTACHMENT - CURRENT TITLE 36 WAGE SCHEDULE (If Applicable)

EXHIBIT B

(HOURLY RATE METHOD OF PAYMENT)

1. Compensation

The Borough shall pay to the Contractor as compensation for the services the Contractor rendered in accordance with the terms of this Agreement a fee as follows:

Description	Hourly Rate	Est. # Hours

TOTAL NOT TO EXCEED: \$ _____

a. Reimbursables. In addition to the sum set forth above, the following expenses, incurred as a direct result of the services performed hereunder, shall be reimbursed at the rate of _____ times the actual cost paid by the Contractor, in a not to exceed amount of \$ _____. Reimbursables shall include the following:

LIST REIMBURSABLES HERE

Contractor shall not be entitled to reimbursement for any expenses other than those specifically set out in this paragraph. Contractor shall submit actual invoices for all reimbursable expenses for which Contractor seeks reimbursement hereunder.

b. Total Compensation. Unless expressly agreed to in writing by the Borough and the Contractor, the maximum payment by the Borough to the Contractor for services rendered, and reimbursable expenses, in accordance with the terms of this Agreement shall be \$ _____.

2. Manner of Payment

The Borough shall make payments to the Contractor as follows: The Contractor shall submit monthly invoices for services rendered and for reimbursable expenses incurred within thirty days of performance of the service or incurring the expense. The invoice shall itemize the hours worked, tasks addressed and/or completed, identifying the number and classification of hours worked in each task. Reimbursables shall be supported by true, correct and legible copies of Contractor's invoices for authorized reimbursables. Any claim for payment for services or expenses after more than thirty days shall be refused by the Borough. The Borough may, however, at its discretion, accept such a late claim upon a showing by the Contractor of a valid cause for the delay. Statements for services rendered shall be based upon Contractor's estimate of the proportion of the services actually completed at the time of the billing. If the Borough objects to any statements or portions thereof submitted by the Contractor, the undisputed portion shall be paid.

ATTACHMENT - CURRENT TITLE 36 WAGE SCHEDULE (If Applicable)

EXHIBIT C

(SPECIAL CONDITIONS)

This Contract is subject to the following special conditions:

1. Contingency on NSB Assembly.

Any portion of this contract that goes beyond the present NSB Fiscal Year is contingent on NSB Assembly appropriation requirements by the NSB Charter. Subsequent year encumbrance of funds will, if required, be accommodated by change order process or as allowed by NSB Municipal Code.