

**NORTHWEST ARCTIC BOROUGH
RESOLUTION 16-08**

**A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH
ASSEMBLY APPROVING THE PURCHASE OF AN EXCAVATOR ,
ACCESSORY PARTS, TRAINING, AND SHIPMENT FOR THE
COMMUNITY OF KIVALINA IN AN AMOUNT UP TO \$224,500.00.**

WHEREAS: The Northwest Arctic Borough Assembly is the governing body for the Northwest Arctic Borough, an Alaska home rule, regional, municipal government that encompasses eleven communities within its boundaries; and

WHEREAS: The Northwest Arctic Borough received a capital legislative grant from the State of Alaska, and the Northwest Arctic Borough previously accepted those funds by resolution; and

WHEREAS: The community of Kivalina has requested an excavator to assist the community in addressing its public service needs; and

WHEREAS: Pursuant to NAB §6.16.410, the Northwest Arctic Borough solicited bids for the excavator more specifically described in Request for Proposal 16-41; and

WHEREAS: The bids were opened on February 4, 2016 and Totem Equipment and Supply, Inc. was found to be the most responsive bidder; and

WHEREAS: The Borough desires to purchase the excavator, accessory parts, training and shipment from Totem Equipment with the grant funds; and

WHEREAS: The purchase of the excavator will benefit the residents of the community of Kivalina; and

WHEREAS: The NAB §6.16.210 requires the assembly approve any purchase over \$25,000.00 by resolution.

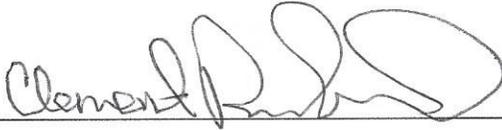
NOW THEREFORE BE IT RESOLVED: That the Northwest Arctic Borough Assembly approves the purchase of an excavator, accessory parts, training, and shipment in an amount up to \$224,500.00 from Totem Equipment and Supply, Inc. and authorizes the Mayor to execute any and all necessary documents required for the purchase and acquisition of the foregoing.

PASSED AND ADOPTED THIS 23rd DAY OF FEBRUARY 2016.



Carl Weisner, Assembly President

PASSED AND APPROVED THIS 23rd DAY OF FEBRUARY 2016.



Clement Richards, Mayor

SIGNED AND ATTESTED TO THIS 23rd DAY OF FEBRUARY 2016.



Stella Atoruk, Borough Clerk





Northwest Arctic Borough

SERVING THE COMMUNITIES OF:

Ambler Buckland Candle Deering Kivalina Kiana
Kobuk Kotzebue Noatak Noorvik Selawik Shungnak

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement") is entered into effective as of Tuesday, February 23, 2016 (the "Effective Date"), between the NORTHWEST ARCTIC BOROUGH, an Alaska municipal corporation ("NAB"), whose address is P.O. Box 1110, Kotzebue, AK 99572, and Totem Equipment and Supply Inc., a business ("Contractor"), whose address is, 2536 Commercial Drive, Anchorage, AK 99501.

1. Engagement.

- a. Services. NAB hereby engages Contractor to provide an excavator to the community of Kivalina. The contractor shall deliver to Kivalina an excavator with the following specifications:

1. New 210 series excavator
2. Hydraulic progressive link thumb
3. 2 buckets: Fill Bucket with a 1.5 yd Minimum and a Frost Bucket with Teeth
4. Hydraulic Auger with Bit Attachments 8" and 12" Preferred by 10' in length
5. Winter package for cold starting
6. Onsite Safety and Equipment training for 1 to 2 members of the community in Anchorage.
7. Preparation for and shipment of the excavator to Kivalina

- b. Term. The term of this Agreement (the "Term") shall commence on February 23, 2016, and shall expire on August 30, 2016, unless earlier terminated as provided in Section 3 of this Agreement.

2. Compensation. During the period of engagement under this Agreement, Contractor shall be paid \$224,500.00. NAB shall pay Contractor within 14 days after receipt of Contractor's invoices.

3. Reimbursement. Contractor shall be reimbursed for eligible expenses, actually and reasonably incurred as part of Contractor's services performed hereunder. Only the categories of expenses that are specifically authorized below, shall be eligible for reimbursement. All reimbursements must be itemized and supported by receipts and proper proof to be payable. **There will be no reimbursable expenses under this contract.**

4. Termination. This Agreement may be terminated by either party upon three (3) days' written notice. In the event that the Agreement is terminated, Contractor shall be paid for invoiced work performed prior to termination. Upon termination, Contractor shall promptly deliver to NAB all work produced, materials, correspondence, work product, and other data completed or in process that is related to this Agreement.

5. Independent Contractor Relationship. The relationship of Contractor to NAB in performing services hereunder is that of an independent contractor. Nothing in this Agreement shall be construed in such a manner as to create the relationship of employer/employee between Contractor (or any of Contractor's employees or agents) and NAB. NAB shall not be required to withhold, nor shall NAB withhold, any federal or state income, social security, unemployment or other taxes or similar amounts from any payment payable to Contractor hereunder, and Contractor shall be solely responsible for all such amounts. Contractor shall be solely and entirely responsible for its acts and the acts of its employees, subcontractors, and agents during the performance of this Agreement.

6. Indemnification. Contractor shall save, protect, hold harmless, indemnify and defend NAB from and against any and all liability, damages, demands, penalties, fines, causes of action, losses, costs, or expenses, including attorney fees arising from any act or omission of Contractor arising out of or related to Contractor, its agents, subcontractors, or employees' actions under this Agreement.

NAB shall save, protect, hold harmless, indemnify and defend contractor from and against any and all liability, damages, demands, penalties, fines, causes of action, losses, costs, or expenses, including attorney fees arising from any act or omission of NAB arising out of or related to NAB, its agents, subcontractors, or employees' actions under this Agreement.

7. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written between and among the parties hereto relating to the subject matter hereof which are not fully expressed herein.

IN WITNESS WHEREOF, the parties have executed this Agreement this 23 day of Feb, 2016.

NAB:

NORTHWEST ARCTIC BOROUGH

By: Clement Richards
Clement Richards

Its: Mayor

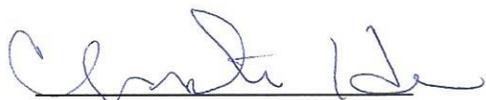
CONTRACTOR:

Totem Equipment and Supply, Inc.

CONTRACTING OFFICER:

Position/Title: Director Public Services
Full Name: Brad Reich

REVIEWED AS TO FORM:



Attorney for the Northwest Arctic Borough