

CONTRACT SERVICE/SUPPLY

NAME AND ADDRESS OF CONTRACTOR

**VENDOR NAME
ADDRESS**

NAME AND ADDRESS OF DEPARTMENT OR AGENCY OF THE MUNICIPALITY ADMINISTERING
THIS CONTRACT:

**MUNICIPALITY OF ANCHORAGE
DEPARTMENT
ADDRESS**

THIS CONTRACT, entered into by the MUNICIPALITY OF ANCHORAGE (MOA) and the Contractor named above, WITNESSETH that the parties hereto mutually agree as follows:

1. Scope of the Contract

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this section by reference.
- B. Anchorage shall not allow any claim for services other than those described in this section. However, the Contractor may provide, at its own expense, any other services that are consistent with this contract.

2. Compensation; Method of Payment

- A. Subject to the Contractor's satisfactory performance, Anchorage shall pay the Contractor no more than _____ DOLLARS (\$_____) in accordance with this section.
- B. Anchorage shall pay the Contractor the Annual service agreement payment as invoiced by Contractor at the beginning of service contract years 2023, 2024, 2025. This contract may be extended for three (3) one-year option period(s) upon mutual consent of the parties, confirmed by amendment. If a contract renewal is exercised, additional annual service payments will be due at the beginning of that service year (2026, 2027, 2028).
- C. Upon final acceptance of the work by the Administrator the Contractor shall present a bill to the Administrator describing the work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within 30 days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why.
- D. The Contractor is not entitled to any compensation under this contract, other than is expressly provided for in this section.
- E. As a condition of payment, the Contractor shall have paid all municipal taxes currently due and owing by the Contractor.

3. Period of Performance

- A. This contract becomes effective when signed on behalf of Anchorage.
- B. The Contractor shall commence performance of the work described in Part I Section 2 on January 1, 2023, and complete that performance in accordance with the schedule set forth in Section 2.
- C. This contract may be extended for three (3) one-year option period upon mutual consent of the parties.

4. Contract Documents

All documents, including but not limited to Specifications, Insurance Requirements, and Addendums, of Request for Proposal # 2022P048 are incorporated by reference.

5. Independent Contractor

The Contractor will provide services as an independent contractor to the MOA. Except as this contract provided otherwise, the MOA will not supervise or direct the Contractor.

6. Compliance with Laws

The Contractor will 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 will comply with all applicable statutes, ordinances, rules, and regulations. The Contractor will pay all taxes pertaining to its performance under this contract.

7. Equal Employment Opportunity Contract Compliance

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action will include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
- B. The Contractor will state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or gender identity, marital status, or physical or mental handicap.
- C. The Contractor will include the provisions of subsections A and B of this section in every subcontract or purchase order under this contract, so as to be binding upon every subcontractor or vendor of the Contractor under this contract.

8. Assignments

Unless the MOA provides otherwise in writing, any assignment by the Contractor of its interest of any part of this contract or any delegation of its duties will be void, and permit the MOA to terminate this contract without liability for work performed.

9. Ownership, Publications, Reproduction and Use of Material

Unless the MOA provides otherwise in writing, all data, documents and materials that the Contractor produces will be the property of the MOA, which will retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

10. Nonwaiver

The failure of either party to enforce a provision of this contract does not waive the provision or affect the validity of the contract or a party's rights to enforce any provision of the contract.

11. Jurisdiction and Choice of Law

Any civil action arising from this contract will be brought in the trial courts for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska governs this contract.

12. Integration

This document and all documents incorporated in it by reference are the entire agreement of the parties, and supersede all previous communications, representations, or agreements regarding this subject, whether oral or written, between the parties.

13. Termination of the Contractor's Services

The Contractor's services may be terminated in whole or in part:

- A.** By mutual consent of the parties.
- B.** For the convenience of MOA, provided that MOA notifies the Contractor, in writing, of its intent to terminate under this paragraph at least 15 days prior to the effective date of the termination.
- C.** For cause, by either party where the other party fails in any material way to perform its obligations under this contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within fifteen (15) days after receiving the notice.

14. Duties Upon Termination

- A.** If MOA terminates the Contractor's services for convenience, MOA will pay the Contractor for unpaid services rendered to date of termination. Such payment will constitute the Contractor's only right to compensation for MOA's decision to terminate for convenience.
- B.** If the Contractor's services are terminated for cause, MOA will pay the Contractor for all contractual services satisfactorily rendered prior to termination less any damages suffered by MOA because of the Contractor's failure to perform satisfactorily. Such payment will constitute the Contractor's only right to compensation from MOA.
- C.** If the Contractor receives payment exceeding the amount to which it is entitled under Subsection A or B of this section, he will remit the excess to the Administrator within thirty (30) days.
- D.** If the Contractor's services are terminated, for whatever reason, the Contractor will receive no compensation under this contract, other than that explicitly allowed under this section.

15. Stop Work Order

The MOA may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order will be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor will immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties will have agreed, the MOA will either:

- A.** Cancel the stop-work order; or
- B.** Terminate the work covered by the order as provided in the Default, or the Termination for Convenience, clause of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor will resume work. The MOA will make an equitable adjustment in the delivery schedule or contract price, or both, and the contract will be modified, in writing, accordingly, if:

- A.** The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- B.** The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the MOA decides the facts justify the action, the MOA may receive and act upon the claim submitted at any time before final payment under this contract.

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the MOA, the MOA will allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order is not canceled and the work covered by the order is terminated for default, the MOA will allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

16. Indemnity

The Contractor will indemnify defend, save and hold the MOA harmless from any claim, lawsuit or liability, including costs and attorney's fees allegedly arising from loss, damage, or injury to persons or property occurring in the course of the Contractor's performance.

17. Contract Interpretation

In interpreting this contract, the documents that comprise it will be given the following order of precedence:

- A.** The Contract
- B.** All Addenda
- C.** The Specifications
- D.** The Contractor's Proposal

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Contract Date entered below.

MUNICIPALITY OF ANCHORAGE

VENDOR NAME

Signature

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date

Department Director or Designee Concurrence

Printed Name

Date