

CONTRACTOR'S FEDERAL TAX IDENTIFICATION NUMBER  
*Vendor 132449*



PROPOSAL TO CONTRACT FOR SERVICES  
**MUNICIPALITY OF ANCHORAGE**  
THIS PROPOSAL BECOMES A CONTRACT WHEN ACCEPTED  
AND SIGNED BY THE MAYOR OR HIS DESIGNATED OFFICIAL

PURCHASING DEPARTMENT  
P.O. Box 196650  
Anchorage, Alaska 99519-6650  
(907) 343-4590

CONTRACTOR WILL PROVIDE THE MUNICIPALITY OF ANCHORAGE THE FOLLOWING SERVICES:

The contract with Wheeler & Associates, LLC will be for assistance with Assembly advice and drafting AO/AR/AM/memos related to COVID-19 response and CARES Act funds allocation and distribution.

Services shall be performed by Dennis Wheeler at an hourly rate of \$200.00. The amount of the contract is not to exceed \$50,000. The term of the contract will be August 01, 2020 through December 31, 2020.

Per Section 5 on the reverse of this form, the Contractor represents, and MOA agrees, there is no legal requirement for Contractor to have liability or workers' compensation insurance for performance of this contract, and Section 5 is waived.

MOA acknowledges Contractor does not carry lawyer's malpractice insurance.

The Administrator of this contract shall be Dean Gates, Assembly Counsel, or his designee.

ATTACHMENTS NUMBERED THROUGH ARE PART OF THIS PROPOSAL/CONTRACT AND ALL SUBSEQUENT ACTIONS CONCERNING IT

CONTRACTOR'S COMPENSATION WILL BE:

**Hourly rate of \$200; not to exceed \$50,000.**

TIME SCHEDULE FOR PERFORMANCE WILL BE:

**August 01, 2020 through December 31, 2020.**

BY SIGNING BELOW, THE CONTRACTOR HEREBY ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONTRACT INCLUDING THE PROVISIONS CONTAINED ON THE REVERSE OF THIS FORM.

CONTRACTOR SIGNATURE *X [Signature]* DATE *8-5-2020*

RECOMMENDED BY:

**Dean T. Gates**  
Digitally signed by Dean T. Gates  
DN: cn=Dean T. Gates, o=MOA,  
ou=Assembly Department,  
email=dean.gates@anchorageak.gov, c=US  
Date: 2020.08.04 09:49:22 -0800

DEPARTMENT/UTILITY DIRECTOR OR HIS/HER DESIGNEE

DATE **08/04/2020**

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY OR HIS/HER DESIGNEE

DATE

CONTRACTOR MAIL ADDRESS

Wheeler & Associates, LLC  
C/O Dennis Wheeler  
2833 Snug Harbor Circle  
Anchorage, AK 99507

CONTRACTOR LOCATION

ACCEPTANCE BY MUNICIPALITY OF ANCHORAGE

PURCHASE ORDER NO. **2020003284**

*Ron Hadden*

MAYOR OR DESIGNATED OFFICIAL

**Purchasing Officer, MOA**

DATE **08/11/2020**

**Section 1. Execution of This Contract.**

This contract is not valid until properly signed by the parties.

**Section 2. Independent Contractor.**

The contractor shall provide services as an independent contractor to the Municipality. Except as this contract provides otherwise, the Municipality shall not supervise or direct the Contractor.

**Section 3. Compliance With Laws.**

The contractor shall comply with all statutes, ordinances and regulations governing its performance, and obtain all permits, licenses and other entitlements necessary to its performance. The Contractor shall pay all taxes related to its performance.

**Section 4. Equal Employment Opportunity.**

A. The Contractor will not discriminate against any applicant for employment because of race, color, religion, national origin, ancestry, age, sex, 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 shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting 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 nondiscrimination clause.

B. The Contractor shall 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, marital status, or physical or mental handicap.

C. The Contractor shall comply with all applicable requirements of the Anchorage Office of Equal Employment Opportunity Contract Compliance.

D. The Contractor shall include the provisions of subsections A through C 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.

**Section 5. Insurance.**

During the term of this contract the Contractor shall maintain a policy of workman's compensation and employer's liability insurance as required by law.

**Section 6. Assignments.**

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

**Section 7. Ownership, publication, Reproduction and Use of Material.**

Unless the Municipality provides otherwise in writing, all data, documents and materials that the Contractor produces shall be property of the Municipality, which shall 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.

**Section 8. Indemnity**

The Contractor shall indemnify, defend, save and hold the Municipality 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.

**Section 9. Termination.**

This contract may be terminated:

A: For cause;

B: By the Municipality for its convenience upon fifteen (15) days written notice to the Contractor.

Upon termination and the Contractor's furnishing to the Municipality all finished and unfinished data, documents or other materials prepared under the contract, the Municipality shall pay the Contractor for all satisfactory work performed before termination.

**Section 10. Nonwaiver.**

Either party failing to enforce a provision of this contract does not waive the provision or affect the validity of the contract or a party's right to enforce any provision of the contract.

**Section 11. Jurisdiction and Choice of Law.**

Any Civil action arising from this contract shall 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.

**Section 12. Contract Interpretation.**

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

A. The General Provisions;

B. Special provisions on the other side of this form;

C. The Contractor's written proposal as accepted by the Municipality;

D. The Municipality's written request for proposals or invitation to bid.

**Section 13. 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, wether oral or written, between the parties.