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16 January 2014

To: Interested parties

**Re: Addendum #1, RFP 14-01PAQ**  
Master Plan Palmer Municipal Airport (PAQ)

Greetings:

I am in receipt of the following question:

Question:

"Section 17 Acceptance of Contract/Agreement Terms and Conditions indicates that 'the proposer certifies that they have examined and accept the terms and conditions of the contract or agreement contained in this solicitation.' Previous City of Palmer Request for Proposals (RFP) have had a mechanism to propose contract language changes that would make the agreement more clear, enforceable, or insurable.

Is there a mechanism to propose contract language concerns or clarifications for this RFP that could serve as a basis for negotiation?"

Answer:

The City in its discretion may consider alternate contract language. However, certain terms and provisions are included in City contracts for the protection of the City's taxpayers and the public interest, and are less likely to be considered. The City is under no obligation to amend the current language.

Additionally, RFP 14-01PAQ contains an error in the wording of the indemnification portion.

The Defense and Indemnification section, as amended, appears below:

***"Defense and Indemnification***

- A.** The Consultant shall indemnify, defend, and hold and save the City, its elected officials, appointed officers, representatives and agents, and

employees harmless from any and all claims, actions, suits, proceedings, demands, losses, costs and expenses, or liability of any nature, kind, or character, including legal costs and **fees** owed by the City and for errors and omissions committed by the Consultant, it's officers, employees, independent contractors and agents, which may arise out of Consultant's performance of the services described in this Agreement, unless such loses or damages are proven to be caused by the City's own negligence or that of its officers or employees.

- B.** The Consultant shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violations of statutes, ordinances, constitutions, or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or in tangible, sustained by any person, or property arising from Consultant's or Consultant's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omission by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, the consultant shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees.
- C.** The City does not and shall not waive any rights that it may have against the Contractor under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, age, liability, cost or expense described herein.

If any portion of this clause is voided by law or court of competent Jurisdiction, the remainder of the clause shall be enforceable."

Thank you for your interest in doing business with the City of Palmer.

Sincerely,



Jonathan C. Owen