

# Request for Proposals



## Engineering Services For Ongoing Planning and Capital Improvement Projects at the Warren "Bud" Woods Palmer Municipal Airport

RFP# PAQ 23-001 ES  
September 1st, 2023

**Engineering Services  
For  
Ongoing Planning and Capital Improvement Projects**

**INSTRUCTIONS FOR SUBMITTING PROPOSALS**

## **Section 1.1 – Purpose and Scope**

### **A. Scope of Services**

The City of Palmer (City) is seeking proposals from qualified professional engineering firms for the Planning and Capital Improvement Project(s) at the Warren “Bud” Woods Palmer Municipal Airport for the 2024 through 2027 construction seasons. The required services include but are not limited to; engineering services for preliminary design, bidding and construction phases and incidental special services including geotechnical and surveying.

A qualification-based selection process conforming to FAA Advisory Circular 150/5100-14d will be used to select the most qualified firm. Fee information will not be considered in the selection process and must not be submitted with the proposal of qualifications. Selection criteria will include:

- Firm experience in recent AIP funded airport projects to include aviation planning services and Architectural / Engineering services for airport development projects.
- Capability to perform all aspects of project.
- Ability to meet schedules within budget.
- Knowledge of FAA AIP design and construction standards.
- Experience with GIS surveys.
- Quality of previous airport projects undertaken.
- Qualifications of key personnel.
- Licensing, bonding, and insurance. Submit copies of professional registrations.
- Experience working with Alaskan municipalities.
- References
- Office locations
- DBE Participation

{Fees will be negotiated for projects as federal funds become available}

Prospective consultants are advised that applied overhead rates must conform to the cost principals established within Federal Regulation 48 CFR Part 31, *Contract Cost Principles and Procedures*. The successful firm will be required to submit a copy of their overhead rate audit certification. All future Professional Service Agreements are subject to all applicable Federal Provisions that include:

- Title VI of the Civil Rights Act of 1964
- Section 520 of the Airport and Airway Improvement Act of 1982
- DOT Regulation 2 CFR Part 180 & 1200 – Government – wide Debarment and Suspension
- DOT Regulation 49 CFR Part 18.36(i) – Access to Records
- DOT Regulation 49 CFR Part 20 – Lobbying and Influencing Federal Employees
- DOT Regulation 49 CFR Part 26 – Disadvantage Business Enterprises Participation
- DOT Regulation 49 CFR Part 30 – Federal Trade Restriction Clause

The qualified professional engineering firm will comport with FAA Advisory Circular 150/5100 14.E as outlined on all projects:

### **Preliminary Design Phase.**

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:

1. Coordinating with the City on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
2. As applicable, coordinating project with local FAA personnel and other interested stakeholders to identify potential impacts to their operations.
3. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
4. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
5. Preparing project design criteria and other bridging documents commonly used for alternative project delivery methods such as design-build contracting.

## **Design Phase Services.**

This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:

1. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
2. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
3. Preparing necessary engineering reports and recommendations.
4. Preparing detailed plans, specifications, cost estimates, and design/construction schedules.
5. Preparing Construction Safety and Phasing Plan (CSPP).
6. Printing and providing necessary copies of engineering drawings and contract specifications.}

During construction projects, the qualified professional engineering firm will comport with FAA Advisory Circular 150/5100 14.E as outlined:

## **Construction Phase Services.**

This phase may include all basic services rendered after the award of a construction contract, including, but not limited to, the following activities:

1. Providing consultation and advice to the City during all phases of construction.
2. Representing the City at preconstruction conferences.
3. Inspecting work in progress periodically and providing appropriate reports to the City.
4. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.
5. Reviewing, analyzing, and accepting laboratory test reports of materials and equipment.
6. Assisting in the negotiation of change orders and supplemental agreements.
7. Observing or reviewing performance tests required by specifications.
8. Determining amounts owed to contractors and assisting the City in the preparation of payment requests for amounts reimbursable from grant projects.
9. Making final inspections and submitting punch-lists and a report of the completed project to the City.
10. Reviewing operations and maintenance manuals.

During Construction projects, the consultant will be responsible for coordinating the construction contractor's DBE or WBE monthly reporting requirements to the FAA, if

applicable. The consultant will assist the City with monthly processing of requests to the FAA for grant reimbursements.

The scope of possible project(s) for this Request for Proposal includes but is not limited to the following:

- Avigation Easement, Construction Mitigation, & Relocate RW 16 Threshold
- Rehabilitate Aprons 2024 and Beyond
- Construct Sand Storage Building
- Construct ARFF Building
- Upgrade Airport Lighting and NavAids
- Aviation, Civil, Electrical, Structural and Mechanical Related "On Call" Engineering Services - Ongoing
- Attending Airport Advisory Commission Meetings on an "As Needed" basis.

The successful proposer shall provide the City with design concepts, final design/bid documents, and will assist the City with the bidding process. It is expected that the City will negotiate with the successful proposer for construction phase services when the final scope of the projects are defined, if applicable.

The consultant will assist the City in all aspects of acquiring and administering the Federal Aviation Administration (FAA) grants associated with these projects. The consultant will prepare complete FAA AIP planning grant application packages including all forms, attachments, supporting documents, designs, plans and specifications in accordance with FAA Advisory Circulars to provide complete packages that will be accepted by the FAA. The consultant will coordinate with the FAA and to track the grant applications and assist with providing any follow-up information requested by the FAA.

## SECTION 1.2 – INSTRUCTIONS FOR SUBMITTING PROPOSALS

### A. EXAMINATION OF DOCUMENTS

Before submitting their proposal, the proposer shall:

- Carefully examine and acquaint themselves with all portions of the Palmer Municipal Airport, the projected work and any requirements as outlined in the Recently completed final version of the Airport Master Plan Vol. 1 & 2 with current ALP, both dated August 2016 which are located on the City of Palmer website as follows:

[www.cityofpalmer.org](http://www.cityofpalmer.org)

1. Warren “Bud” Woods Palmer Municipal Airport web-page
2. Airport Master Plan

- Fully inform themselves of existing conditions and limitations.
- If information necessary for submitting the proposal is found to be absent, the proposer is required to notify, Rosalie Kelly-Airport Superintendent, at 907-761-1334 or by email at rkelly@palmerak.org

The City and/or its employees will not be responsible for any oral interpretations. All replies to questions will be responded to in writing to all RFP holders by addendum. Questions received less than five (5) days before proposals are due will not be answered.

The proposer shall acknowledge receipt of all addenda in their proposal.

### B. SUBMISSION OF PROPOSAL

Each proposal package shall be enclosed in an opaque, sealed envelope clearly marked in the lower left-hand corner as follows:

CITY OF PALMER

PAQ 23-001 ES - PAQ RFP for Engineering Services for Planning and Ongoing Engineering Services

**DUE: July 27<sup>th</sup>, 2023 @ 1400 AKST**

Proposals will be received at the Palmer City Hall Customer Service Counter located at Palmer City Hall, 231 W. Evergreen Avenue, Palmer, Alaska 99645-6952. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Time of receipt will be as determined by the Customer Service Counter time stamp. Proposals received after the stipulated date and time will not be considered and will be returned unopened.

Proposals will be publicly opened, and the name of each proposer read aloud and recorded as a matter of public information within thirty (30) minutes after the receipt time and date have passed.

A non-mandatory meeting for a tour of the Warren "Bud" Woods Palmer Municipal Airport and a discussion of the proposal will be held at 10:00 a.m., July 13th, 2023, at the Warren Bud Woods Palmer Municipal Airport located at 901 E. Yukon St., Palmer, Alaska 99645-6952

An official that is authorized to bind the proposer to its provisions shall sign the proposal. The signature shall be in longhand with his/her usual signature. The full name and title of each person signing shall be typed or printed below the signature.

Proposals by partnerships must be signed with the partnership name by one of the partners, followed by the signature and designation of the partner signing.

Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the State of Incorporation, and by the signature of the President, Secretary, or other person authorized to bind in the matter. If signed by other than the corporate president, a corporate resolution of authority designating the signer must be approved by corporation's board and included with the proposal.

Each proposal must include one (1) unbound original and four (4) bound copies.

All proposals and other material submitted become the property of the City and may be returned only at the City's option. The City retains the right to use any ideas presented in any response to the RFP. All proposal information will be held in confidence during the evaluation process and prior to the issuance of a notice to award, upon which time the proposal may be reviewed by other submitters. Once an award is made proposals will become public information.

Proposals will remain valid for sixty (60) days. Proposals shall be limited to fifteen (15) pages not including cover pages, a one-page index, a one-page cover letter, attached resumes, and licenses information. The front of a sheet and the back of a sheet will be considered as two pages and 11x17 counts as two pages.

No oral, telephone, facsimile, or electronic modifications of any proposal submitted will be considered. Any proposer may withdraw their proposal by written notice prior to the time set for the proposal opening. No proposal may be withdrawn or modified after the time set for proposal opening.

No costs incurred by the proposers in preparation of the proposals, including travel and personnel expenses, may be charged as an expense of performing the contract. The City shall not pay for costs incurred for proposal or contract

preparation because of termination of this RFP or termination of the contract resulting from this RFP.

Multiple proposals will not be accepted.

### **C. SUBCONSULTANTS**

The successful proposer shall be granted the right to subcontract a portion of the work. All proposers must list in their proposal the complete names and addresses of all potential sub-consultants and the type and percentage of work they will accomplish. Sub-consultants must supply evidence of valid licenses.

### **D. JOINT VENTURES**

Joint Ventures will not be acceptable for the performance of this contract.

### **E. CIVIL RIGHTS COMPLIANCE CLAUSE**

By signature on their proposal, proposers certify that they are following:

1. All local, State and Federal laws.
2. All applicable provisions of the Regulations of the United States Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964.
3. The Equal Employment Opportunity Act and the regulations issued by the Federal government.
4. The Americans with Disabilities Act of 1990 and the regulations issued by the Federal government.
5. All terms and conditions set forth in this RFP.

### **F. PROPOSAL NEGOTIATION AND ACCEPTANCE**

Written notice will be given to the three (3) most qualified consultants determined to be eligible for placement on the negotiation schedule, including their rankings on the eligible list. The City, at its option, may request oral interviews with any or all those consultants prior to final rankings. The City will attempt to negotiate a contract with the firm considered to be the best qualified to perform the work. If negotiations are unsuccessful, as determined by the City, the City will attempt to negotiate a contract with the second ranked firm, and so on. When an agreement is reached, a three-year professional services contract with the possibility of two one-



year extensions will be executed between the parties following City Council approval. A sample professional services contract is attached.

The City of Palmer reserves the right to reject any or all proposals and to waive all informalities at its discretion.

## **G. PROPOSAL**

### **1. APPROACH**

Proposers will describe how they approach any scope of work that will be undertaken with a municipal government. The methodology should be described in sufficient detail to demonstrate familiarity with this type of client and these types of projects.

### **2. FIRM EXPERIENCE**

Information relating to experience of the proposing firm and any subcontractor(s) will be provided. At a minimum, this information will include a brief history of the firm, a listing of similar completed projects in Alaska with client contacts (name, address, telephone number) who may be contacted for references.

### **3. QUALIFICATIONS OF KEY PERSONNEL**

The qualifications and experience of key personnel to be assigned to these project(s) shall be described along with their responsibility for, and commitment to, these project(s). Current resumes for each identified key person shall be attached to include professional registration number of personnel acting in responsible charge. Include three client references (name, address, telephone number) who may be contacted for references.

### **4. FORMAT**

Proposers are urged to prepare simple, economical proposals. A complete, yet concise description of the proposer's ability to successfully undertake and complete the requirements outlined in the RFP is sought. Fancy materials and special formats are not desirable.

### **5. ACCEPTANCE**

Notice of Intent to Award the contract to the successful proposer will be issued no earlier than 7 business days after RFP due date. The City anticipates award of the contract by the Palmer City Council on or before August 22nd, 2023. The successful proposer will be requested to enter into negotiations to produce a Professional Services Agreement for the ongoing project(s). The City reserves the right to terminate negotiations if it deems progress toward a Professional Services

Agreement is insufficient. Consultant selection will be made on a “best qualified” basis.

The City may negotiate a Professional Services Agreement with the proposer whose proposal is most advantageous to the City. The City reserves the right to reject all proposals.

**6. EVALUATION OF PROPOSALS**

The selection of the successful consultant shall be entirely at the discretion of the City as it deems in its best interest. The City reserves the right to waive irregularities and to reject all proposals.

The following criteria will be used to evaluate proposals:

Firm Experience in Recent AIP Funded Projects .....	0-25 points
(Knowledge of FAA AIP Design & Construction Standards)	
Capability to Perform all Aspects of projects... ..	0-25 points
(To Include Licensing, Bonding & Insurances)	
Qualifications of Key Personnel.....	0-20 points
(To Include, Professional Registrations & References)	
Quality of Previous Airport Projects. ....	0-10 points
(Value Engineering for Sponsor, Schedules met within budget)	
Experience Working with Local Municipalities.....	0-10 points
DBE Participation.....	0-5 points
Office Locations.....	0-5 points
Total Available Points .....	100

**Attachments:**

Professional Services Agreement

## **City of Palmer**

### **PROFESSIONAL SERVICES AGREEMENT**

#### **Engineering Services for Ongoing Planning & Capital Improvement Projects at Palmer Municipal Airport**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the City of Palmer, Alaska, a municipal corporation (City) and \_\_\_\_\_ (Contractor).

#### **Section 1. Definition**

In this Agreement:

- A. The term "City" means the City of Palmer.
- B. The term "Contractor" means \_\_\_\_\_.
- C. The term "Manager" means the manager of the City of Palmer or authorized representative.

#### **Section 2. Retention of Contractor**

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

#### **Section 3. Contractor's Representation and Warranty, and Manner of Performance**

- A. Contractor hereby represents and warrants to the City, and the City relies upon said representations and warranties, that Contractor is a professional in the subject area in which services are to be provided and the Contractor has more than adequate experience, skill, knowledge, and competence to perform the services set forth in this agreement.
- B. Contractor accepts the relationship of trust and confidence between it and the City. Contractor covenants to perform its services under this agreement with due diligence, due care, and in a good and professional manner.

#### **Section 4. Scope of Services**

The Contractor shall perform all the services provided for by this Agreement which are described with particularity in Appendix "A," entitled Scope of Services, attached here and incorporated by reference as if fully set forth herein.

#### **Section 5. Personnel**

Personnel shall be limited to employees of \_\_\_\_\_ and Manager approved sub-contractors.

#### **Section 6. Time of Performance**

The services of the Contractor shall commence upon execution of this Agreement by the City and shall end November 1<sup>st</sup>, 2027. The City reserves the right to renew the contract for two (2) additional one (1) year terms pending an agreement between the City and the Contractor, and a review, by the City, of the Contractor's contract performance for the previous year.

#### **Section 7. Compensation**

- A. Subject to the provisions of this Agreement, the City shall pay the Contractor a total sum for all services and expenses for the term of this Agreement as set forth in Appendix "A," attached hereto and incorporated herein by reference, for services required by this Agreement.
- B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service, or other thing of value to the Contractor in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Contractor may incur in the performance of its obligations under this Agreement have already been included in computation of the Contractor's fee and may not be charged to the City.

## **Section 8. Method and Time of Payment**

- A. The City will pay to the Contractor the amount set forth in Appendix "A" which shall constitute the full and complete compensation for the Contractor's professional services. That sum will be paid on receipt of billings submitted pursuant to a schedule set forth in Appendix "A". If not identified within Appendix "A", normal billing cycle is 30 calendar days from receipt of an approved invoice.
- B. No payment will be disbursed until the expenditures have been approved by the City.
- C. All invoices must be submitted and addressed as follows: *City of Palmer, 231 West Evergreen Avenue, Palmer, Alaska 99645*

## **Section 9. Termination of Agreement for Cause**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Contractor under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Contractor shall be entitled to receive compensation in accordance with the payment provisions of Appendix "A" of this Agreement only for work completed to the City's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement.

## **Section 10. Termination for Convenience of City**

The City may terminate this contract at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 8 above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Contractor shall be entitled to receive compensation in accordance with the payment provisions of Appendix "A" of this Agreement only for work completed to the City's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Contractor, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

## **Section 11. Causes beyond Control**

In the event the Contractor is prevented by a cause or causes beyond control of the Contractor from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Contractor liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such

cause or causes cease to prevent performance, the Contractor shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control, as used in this section, means anyone or more of the following causes which are not attributable to the fault or negligence of the Contractor and which prevent the performance of the Contractor: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Contractor from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Contractor and would not prevent another Contractor from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Contractor. The City will determine whether the event preventing the Contractor from performing is a cause beyond the Contractor's control.

## **Section 12. Modifications**

- A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.
- B. It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Contractor to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the City.

## **Section 13. Equal Employment Opportunity**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam War era. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.
- B. The Contractor shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 13 (A) for applicants for employment and employees as the City may require.

## **Section 14. Interest of Members of City and Others**

No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

## **Section 15. Assignability**

- A. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City; thereto; provided, however that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Contractor shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Contractor.
- B. The Contractor shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

## **Section 16. Interest of Contractor**

The Contractor covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement; the Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

## **Section 17. Findings Confidential**

To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

## **Section 18. Publication, Reproduction and Use of Materials**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

## **Section 19. Audits and Inspections**

At any time during normal business hours and as often as the City may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

## **Section 20. Jurisdiction; Choice of Law**

Any civil action arising from this Agreement shall be brought in the superior court for the Third Judicial District of the State of Alaska at Palmer. The laws of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.

## **Section 21. Non-Waiver**

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

## **Section 22. Permits, Laws and Taxes**

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Agreement.

## **Section 23. Relationship of the Parties**

The Contractor shall perform its obligations hereunder as an independent Contractor of the City. The City may administer this Agreement and monitor the Contractor's compliance with this Agreement but shall not supervise or otherwise direct the Contractor except to provide recommendations and to provide approvals pursuant to this Agreement.

## **Section 24. Agreement Administration**

- A. The City Manager, or designee, will be the representative of the City administering this Agreement.
- B. The services to be furnished by the Contractor shall be administered, supervised, and directed by \_\_\_\_\_. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Contractor shall appoint a successor in interest subject to a written approval of the City of Palmer.

## **Section 25. Integration**

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

## **Section 26. Defense and Indemnification**

- A. The Contractor shall indemnify, defend, and hold harmless the City from and against any claim of, or liability for, negligent acts, errors, and omissions of the Contractor under this agreement. The Contractor is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for, the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for, a joint negligent act, error, or omission of the Contractor and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Contractor, or in approving or accepting the Contractor's work.
- B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

## **Section 27. Interpretation and Enforcement**

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

## **Section 28. Contractor Insurance**

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.

It is highly recommended that Contractor confers with their respective insurance companies or brokers to determine if their insurance program complies with the City's Insurance requirements.

The Contractor shall procure and maintain the following insurances:

### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 00 0112 07 or coverage forms as broad or broader covering Commercial General Liability.
2. Insurance Services office form number CA 00 01 03 10 or coverage forms as broad or broader covering Automobile Liability, symbol 1 "any auto".
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
4. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this agreement on a form acceptable to the City.

### **B. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

#### **1. General Liability:**

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

#### **2. Auto Liability:**

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

#### **3. Worker's Compensation and Employers Liability:**

Worker's 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 Bodily  
\$1,000,000 ea. accident

Injury by Disease Bodily  
\$1,000,000 ea. employee

Injury by Disease -  
\$1,000,000 policy limit

4. Professional Liability:

\$1,000,000 combined single limit per occurrence. The general aggregate limit shall be \$1,000,000. The professional liability insurance shall be maintained in effect until final acceptance by the City of the completed project.

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

5. Excess Liability:

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 employers' 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.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the City. 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 City, the Contractor shall reduce or eliminate such deductibles or self-insured retention as respects the City, 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

- a. The City, its Administrator, officers, officials, employees and volunteers are to be covered as additional insured 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 City, its Administrator, officers, officials, employees and volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its Administrator, officers, officials, employees and volunteers shall be excess of the Contractor insurance and shall not contribute to it.
- c. The Contractor 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. Worker's Compensation and Employer's Liability

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

### 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 or 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 City. Such notice shall be mailed by the Contractor to the attention of the City's Purchasing Officer.

#### 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 City with 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 acceptable to the City. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### G. Sub-Contractors

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

#### H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement, which shall result in immediate termination of the agreement, pursuant to Section 8.

### **Section 29. Severability**

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

### **Section 30. Understanding**

The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

### **Section 31. Compliance with Law**

Contractor shall comply with all applicable federal, State of Alaska and City laws, regulations, statutes and ordinances in performing its duties hereunder.

### **Section 32. Notices**

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered, or certified mail to the following address:

City:  
City of Palmer  
231 West Evergreen Avenue  
Palmer, Alaska 99645

Contractor:

### **Section 33. Contractors Violations of Tax Obligations**

- A. Any Contractor in arrears on a City obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City of the delinquency.
- B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Contractor whether the amounts owed are in the name of the Contractor as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by regular mail.
- C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under Agreement between the City and the same.

### **Section 34. Fund Verification**

Fund source and verification of funds for this project:

Funding Source: FAA AIP funds, Grants, City of Palmer

Verified by: N/A at this time, funding will be specific to individual projects.

CITY OF PALMER

Consultant

---

John Moosey, City Manager

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Authorized Representative

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT    )

On \_\_\_\_\_, 2023, \_\_\_\_\_ personally appeared before me,

1.     [    ]     who is personally known to me
2.     [    ]     whose identity I proved on the basis of \_\_\_\_\_
3.     [    ]     whose identity I proved on the oath/affirmation of  
\_\_\_\_\_, a credible witness

to be the signer of the Agreement for \_\_\_\_\_ and he acknowledged  
that he signed it.

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT    )

On \_\_\_\_\_, 2023, John Moosey personally appeared before me, who is  
personally known to me to be the signer of the above document and he acknowledged that he  
signed it on the behalf of the City of Palmer.

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_

## **APPENDIX A**

### **SCOPE OF WORK AND COMPENSATION**

The Contractor will provide the City with engineering services for Ongoing Planning & Capital Improvement Projects at the Palmer Municipal Airport.

#### **SCOPE OF WORK**

The Consultant will provide the City with engineering service for Ongoing Planning & Capital Improvement Projects at the Palmer Municipal Airport.

#### **COMPENSATION**

Fees are negotiated for each projected task or work order. Rates will be adjusted annually by amendment, as needed.