

SUBJECT: APPROVAL OF CHANGE ORDER NO. 2 FOR CONTRACT NO. 22-055P WITH STANTEC CONSULTING SERVICES, INC., FOR THE SELDON EXTENSION PHASE II RIGHT-OF-WAY ACQUISITION MAP COMPLETION TO ADD \$40,000 AND TO EXTEND THE CONTRACT TO JUNE 30, 2026.

AGENDA OF: November 18, 2025

ASSEMBLY ACTION:

AGENDA ACTION REQUESTED: Present to the Assembly for consideration.

Route To:	Signature
Originator - Brad	11/5/2025 X  Signed by: Brad Swerfft
Department Director	 Recoverable Signature X Tom Adams, PE Signed by: Tom Adams
Purchasing Officer	11/5/2025 X R Krafft Signed by: Russ Krafft
Comptroller	X
Finance Director	 Recoverable Signature X Cheyenne Heindel Signed by: Cheyenne Heindel
Borough Attorney	11/6/2025 X Nicholas Spiropoulos Signed by: Nicholas Spiropoulos
Borough Manager	11/7/2025 X Michael Brown Signed by: Mike Brown
Borough Clerk	11/7/2025 X Brenda J. Henry for Signed by: Brenda Henry

ATTACHMENT (S) : Fiscal Note: Yes x No ____
 Stantec's Proposal (3 pages)
 Contract 22-055P, Seldon Extension Phase II Right of Way Mapping (37 pp)

SUMMARY STATEMENT: On January 19, 2022, the Matanuska-Susitna Borough entered Contract No. 22-055P with Stantec Consulting Services, Inc. in the amount of \$78,418.00 with a completion date of December 31, 2023.

Change Order No.1 extended the completion date to December 31, 2025 due to project schedule postponement by the State of Alaska Department of Transportation and Public Facilities (ADOT&PF), which is managing the overall federally funded project under the Community Transportation Project program.

Change Order No. 2 will add \$40,000 to complete Right-of-Way Acquisition Mapping (ROW). This effort will include updates to the draft ROW Acquisition Map such as those needed to document the acquisition of remaining project parcels. This change order also includes a time extension to June 30, 2026, to match the date to which grant funding is currently available.

Funding for the Seldon Extension Phase II Right-of-Way Mapping project is provided through the Designated Legislative Grant Program (13-DC-632) administered by the Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs, under Project No. 35411-9100-9102. This grant is authorized on an annual basis and is currently set to expire on June 30, 2026. Contract No. 22-055P with Stantec Consulting Services, Inc. can only be extended through the duration of the grant period. Because the scope of the Seldon Extension Phase II Right-of-Way Mapping project is expected to exceed the current grant period, additional time extensions for Contract No. 22-055P and the grant 13-DC-632 funding will be necessary to ensure the completion of ROW Acquisition Mapping. Currently the ADOT&PF expects construction of this project to be completed in 2027, and the ROW Acquisition Map will be finalized and recorded, as is required by the Federal Highway Administration, after project completion.

This change order modifies the total contract sum for all services and expenses to \$118,418, with the contract completion date extended to June 30, 2026. All other terms of the contract remain unchanged.

The Administration requests approval of Change Order No. 2 to Contract No. 22-055P with Stantec and further requests authority to extend the contract by up to 180 days if necessary for unforeseen circumstances.

RECOMMENDATION OF ADMINISTRATION: The Administration recommends approval of Change Order No. 2 to extend Contract No. 22-055P with Stantec Consulting Services, Inc., to June 30, 2026, and add \$40,000, for a revised contract value of \$118,418 to fund completion of required right-of-way acquisition mapping. The Administration further requests authority to extend the contract by up to 180 days if necessary to address unforeseen circumstances.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: November 18, 2025

SUBJECT: APPROVAL OF CHANGE ORDER NO. 2 FOR CONTRACT NO. 22-055P WITH STANTEC CONSULTING SERVICES, INC., FOR THE SELDON EXTENSION PHASE II RIGHT-OF-WAY ACQUISITION MAP COMPLETION TO ADD \$40,000 AND TO EXTEND THE CONTRACT TO JUNE 30, 2026.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$40,000	FUNDING SOURCE Roads and Bridges Capital Projects
FROM ACCOUNT # 430.000.000 4xx.xxx	PROJECT#
TO ACCOUNT:	PROJECT #
VERIFIED BY: 11/16/2025 X <u>Liesel Zanto</u> Signed by: Liesel Zanto	

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL		40.0				
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other		40.0				
TOTAL		40.0				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

APPROVED BY:	 Recoverable Signature X <u>Cheyenne Heindel</u> Signed by: Cheyenne Heindel
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Stantec Consulting Services Inc.
3900 C Street, Suite 902
Anchorage AK 99503-5938

November 5, 2025
Project/File: 2073016460

Attention: Sheila Armstrong
Right of Way Acquisition Officer
Pre-Design and Engineering Division
Public Works Department
Matanuska-Susitna Borough
350 E. Dahlia Avenue
Palmer, Alaska 99645-6488

Dear Sheila,

**Reference: 22-055P, Seldon Road Extension Phase 2 Right of Way Mapping
Amendment Request, Contract Extension**

As discussed, Stantec has reached out to Sam Phillips at Taiga Cartography to assist in completing the Seldon Road Phase II ROW map in accordance with the scope of services in the referenced contract. Sam's proposal is attached. A portion of Taiga's effort will occur prior to construction with the final recorded map completed after construction. The current roadway project schedule suggests project completion in 2028.

Stantec's proposal is based on MSB electing to proceed with the alternative detailed in Sam's proposal (\$40,000). With this amendment in place and the contract date extended, Stantec proposes to provide contract and project management to be billed on a T&M basis. We understand the contract will be extended annually until Seldon Road Extension Phase II construction is complete (2028).

Please let me know if you have questions or would like to discuss.

Best regards,

Stantec Consulting Services Inc.

Steven Kari
Digitally signed by Steven Kari
DN: C=US,
E=steve.kari@stantec.com,
O=Stantec Consulting Services Inc.,
CN=Steven Kari
Date: 2025.11.04 22:03:17-09'00'

Steve Kari, PE
Principal, Project Manager
Phone: (907) 343-5277
Mobile: 907-793-7983
steve.kari@stantec.com

Attachment: cost proposal, Taiga proposal



3900 C Street, Suite 902
Anchorage, Alaska 99503
Fee Estimate for Professional Services
Prepared by: S. Kari

2073016460
Seldon Road Phase II ROW Mapping
MSB Public Works
Nov 05, 2025

PRICE PER TASK SUMMARY											
Group	Task	Task Name	Payment Method	Direct Cost or Fixed Price	Indirect Cost	Expenses	Subtotal	Fee Distribution	Stantec's Total Price	Subcontracts*	Total
0	1	ROW Mapping	T&M	3,048.00	N/A		3,048.00	0.00	3,048.00	42,000.00	45,048.00
0	2										
0	3										
0	47										
0	5										
0	6										
0	7										
0	8										
0	9										
0	10										
0	11										
0	12										
0	13										
0	14										
0	15										
0	16										
0	17										
0	18										
0	19										
Estimated Totals				\$3,048	\$0	\$0	\$3,048	\$0	\$3,048	\$42,000	\$45,048

* Subcontractors for negotiated professional or technical services, products, etc. Commodity items available to the general public at market prices, equipment use, and unit priced items are generally included in estimate as expenses.

* Rates as of January 1, 2025

Total Fee:	\$0
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3900 C Street, Suite 902
Anchorage, Alaska 99503
Fee Estimate for Professional Services
Prepared by: S. Kari

2073016460
Seldon Road Phase II ROW Mapping
MSB Public Works
Nov 05, 2025

LABOR HOURS PER JOB CLASSIFICATION

ROW Mapping		Principal Civil II	Principal Civil	Senior Civil II	Senior Civil I	Civil II	Civil I	EIT	CAD Designer II						
Group: 0															
Task: 1															
Sub-Task		\$280.00	\$254.00	\$240.00	\$228.00	\$206.00	\$183.00	\$177.00	\$217.00						
1															
2	Project Management		12.0												
3															
4															
5															
6															
7															
9															
10															
11															
12															
13															
14															
15															
19															
20															
Total Labor Hours		0	12	0	0	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal		\$0	\$3,048	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SUBCONTRACTORS	
Firm	Amount
Taiga Cartography	40,000.00
Subtotal	\$40,000
Markup	5%
Subcontractors Subtotal	\$42,000

EXPENSES				
Sub-Task No.	Item (s)	Quantity	Unit Price	Total Price
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Expenses Subtotal				\$0

COMMENTS	
TOTALS	
Payment Method	T&M
Direct Cost or Fixed Price	\$3,048
IDCR (CPFF Only)	N/A
Total Indirect Cost (CPFF Only)	N/A
Total Subcontracts	\$42,000
Total Expenses	\$0
Total Cost (excluding fee)	\$45,048

* Labor Rates shall be direct labor (base pay) only if Method of Payment is CPFF; otherwise, Labor Rates shall be total rates. Example: Base pay + benefits + overhead + profit

PROFESSIONAL SERVICES AGREEMENT

22-055P, SELDON EXTENSION PHASE 2 RIGHT OF WAY MAPPING

THIS AGREEMENT made and entered into this 19th day of January 2022, by and between the **MATANUSKA-SUSITNA BOROUGH** and **STANTEC CONSULTING SERVICES, INC.**

Section 01 **Definitions**

In this Agreement:

- A. The term "Borough" means the Matanuska-Susitna Borough.
- B. The term "Consultant" means Stantec Consulting Services, Inc..
- C. The term "Manager" means the manager of the Matanuska-Susitna Borough or his authorized representative.

Section 02 **Employment of Consultant**

The Borough hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.

Section 03 **Scope of Services**

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

Section 04 **Personnel**

Personnel shall be limited to employees of Stantec Consulting Services, Inc. and it's Sub-Consultants.

Section 05 **Time of Performance**

The services of the Consultant shall commence upon execution of this Agreement by both parties and shall be completed by December 31, 2023. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 06 **Compensation**

A. Subject to the provisions of this Agreement, the Borough shall pay the Consultant a total sum for all services and expenses for the term of this Agreement not exceeding the sum as set forth in Exhibit "B", attached hereto and incorporated herein by reference, for services required by this Agreement.

B. Travel or per diem required for the performance of services pursuant to this Agreement shall be subject to Exhibit "B".

C. Except as otherwise provided in this Agreement, the Borough shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant 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 Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the Borough.

Section 07 **Method and Time of Payment**

- A. The Borough will pay to the Consultant the amount set forth in Exhibit "B" which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid on approval of billings submitted pursuant to a schedule set forth in Exhibit "B". If not identified within Exhibit "B", normal billing cycle is 30 calendar days from receipt of an approved invoice. A billing is a summary of expenditures to date by line item categories (e.g., Personal Services, Travel, Contractual, Commodities and Equipment). Documentation of expenditures need not be submitted with billings but must be retained by the Consultant in the event the Borough requests said documentation.
- B. No payment will be disbursed until the completed task and associated expenditures have been approved by the Borough.
- C. All invoices must be submitted in duplicate and addressed as follows:

Matanuska-Susitna Borough
Attention: Accounts Payable
350 East Dahlia Avenue
Palmer, Alaska 99645
- D. It is expressly understood and agreed that in no event shall the total compensation due the Consultant exceed **SEVENTY EIGHT THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS AND 00/100 CENTS (\$78,418.00)**

Section 08 Termination of Agreement for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Borough shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant 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 Consultant under this Agreement are the property of the Borough and shall be delivered to the Borough by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Exhibit "B" of this Agreement only for work completed to the Borough's satisfaction in accordance with Exhibit "C" of this Agreement and the other terms of this Agreement.

Section 09 Termination for Convenience of Borough

The Borough may terminate this contract at any time by giving written notice to the Consultant 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 Borough and shall be delivered to the Borough by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Exhibit "B" of this Agreement only for work completed to the Borough's satisfaction in accordance with Exhibit "C" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Consultant, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

Section 10 Causes Beyond Control

In the event the Consultant is prevented by a cause or causes beyond control of the Consultant 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 Consultant 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 Consultant 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 any one or more of the following causes which are not attributable to the fault or negligence of the Consultant and which prevent the performance of the Consultant: 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 Consultant from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Consultant and would not prevent another Consultant from performing,

including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. The Borough will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.

Section 11 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 Borough may require changes in the scope of services and an unreasonable refusal by the Consultant 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 Borough.

Section 12 Equal Employment Opportunity

- A. The Consultant 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 Consultant 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, 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 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.
- B. The Consultant shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 12 (A) for applicants for employment and employees as the Borough may require.

Section 13 Interest of Members of Borough and Others

No officer, member or employee of the Borough 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 14 Assignability

Because of additional administrative and accounting time required of borough departments/divisions when third party financing agreement and/or assignments of payment are permitted, they will not be allowed under any agreement resulting from this Invitation to Bid.

Section 15 Interest of Consultant

The Consultant 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 Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Section 16 Findings Confidential

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

Section 17 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 Borough 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 18 Audits and Inspections

At any time during normal business hours and as often as the Borough or the Comptroller General of the United States may deem necessary, the consultant and any sub-consultants shall make available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the Borough or the Comptroller General 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 19 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 law of the state of Alaska shall govern the rights and obligations of the parties.

Section 20 Non-Waiver

The failure of the Borough 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 Borough thereafter to enforce each and every protection hereof.

Section 21 Permits, Laws and Taxes

The Consultant 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 Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 22 Relationship of the Parties

The Consultant shall perform its obligations hereunder as an independent Consultant of the Borough. The Borough may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall

not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 23 Agreement Administration

- A. The Borough Manager, or their designee, will be the representative of the Borough administering this Agreement.
- B. The services to be furnished by the Consultant shall be administered, supervised, and directed by:
- | | |
|-------------------------|-----------------------|
| <u>Dean Cimmiyotti</u> | <u>Survey Manager</u> |
| Consultant printed name | Title |
- C. 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 Consultant shall appoint a successor in interest subject to a written approval of the Matanuska-Susitna Borough.

Section 24 Integration

- A. 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. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:
- B. The following documents are incorporated in full text or by reference into this Agreement:

FULL TEXT	REFERENCE
Exhibit "A" – Proposal & Submittal Page	Matanuska-Susitna Borough Business License
Exhibit "B" – Fee Schedule	State of Alaska Business License
Exhibit "C" – Scope of Services	Professional License
Exhibit "D" – Addendum(a) (reserved)	22-055P Solicitation Documents
Exhibit "E" – Certificate of Insurance	

Section 25 Defense and Indemnification

- A. The consultant shall indemnify, defend, and hold harmless the contracting agency from and against any claim of, or liability for, negligent acts, errors, and omissions of the consultant under this agreement. The consultant is not required to indemnify, defend, or hold harmless the contracting agency for a claim of, or liability for, the independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or omission of the consultant and the contracting agency, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "consultant" and "contracting agency" 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 contracting agency's selection, administration, monitoring, or controlling of the consultant, or in approving or accepting the consultant's work.
- B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause shall remain enforceable.

Section 26 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 27 Consultant 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 the Contractor confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough'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 0001 (Edition 10/01) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 10/99) 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 Borough.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability

\$500,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury.

\$500,000 Products/Completed Operations

\$1,000,000 General Aggregate Limit. The general aggregate limits shall apply separately to each project.

If the general liability insurance is written on a claims made 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:

\$250,000 Bodily Injury/Death per Person

\$500,000 Bodily Injury Total

\$100,000 Property Damage

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employers liability shall be endorsed to the following minimum limits:

Bodily Injury - \$100,000 Per Occurrence
Bodily Injury - \$100,000 Per Employee
Bodily Injury by Disease - \$500,000 Policy Limit

4. 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.

5. Professional Liability:

\$1,000,000.00 combined single limit per occurrence. The professional liability insurance shall be maintained in effect until final acceptance by the Borough of the completed project.

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

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the Borough. 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 Borough, the Contractor shall reduce or eliminate such deductibles or self-insured retention as respects the Borough, 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 Borough, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds 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 Borough, its Administrator, officers, officials, employees and volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Borough, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Borough, 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 Borough, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any subcontractor for the Borough.

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

E. Acceptability of Insurers

Insurance is to be placed with insurers with a minimum A.M. Best rating of A-VII.

F. Verification of Coverage

Contractor shall furnish the Borough 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 Borough. All certificates are to be received and approved by the Borough before work commences. The Borough reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors 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 may result in immediate termination of the agreement, pursuant to the appropriate Section within the contract.

Section 28 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 29 Understanding

The Consultant acknowledges that the Consultant 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.

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:

Borough: 350 East Dahlia Avenue, Palmer, Alaska 99645

Stantec Consulting Services, Inc.: 725 East Fireweed Lane Suite 200, Anchorage, AK 99503

Section 31 **Consultants' Violations of Tax Obligations**

- A. Any consultant in arrears on a Borough 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 Borough of the delinquency.
- B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Consultant whether the amounts owed are in the name of the Consultant 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 Borough that is not remedied within 10 calendar days of notification by regular mail.
- C. The Borough reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent Borough taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an Agreement between the Borough and the same.

Section 32 Flow Down Provisions

This Contract may include flow down provisions. This Contract may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the general agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The Consultant and any sub-consultants agree to comply with any and all flow down or contract provisions required by the Borough or another government agency that are included in the Contract. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both parties agree to negotiate in good faith for that provisions inclusion into the Contract.

Section 33 Contracts Enforceable Against the Borough (MSB Code 3.08.120)

A contract for supplies, services, professional services or construction, or any amendment to the contract, may not be enforced against the borough unless its terms have been approved in accordance with this chapter, and unless the contract or amendment to the contract has been set forth in writing, executed in accordance with this chapter.

Section 34 Authority of The Purchasing Officer (MSB Code 3.08.150)

All borough contracts for supplies, services, professional services and construction, and any amendments to the contracts shall be signed by the manager or the purchasing officer. MSB Code 3.08.170 CONTRACT AMENDMENTS; ASSEMBLY APPROVAL states

- A. Contract amendment shall not be used to avoid procurement by the competitive procedures establish under this title.
- B. Except for emergency procurement authorized under MSB 3.08.200, contracts for supplies, services, profession services and construction may be amended by the manager or the purchasing officer with the approval of the assembly, as set forth in MSB 3.08.161, only for the following reasons:
 1. to change the quantity order or date of delivery under contract for supplies, where necessary to

- meet unforeseen borough requirements;
2. to change the quantity of services or professional services to be rendered, or to change the scope of a project under a contract for services or professional services where necessary to meet unforeseen changes in borough requirements;
 3. to change the scope of a project or the scope of services or professional services under a construction contract to meet unforeseen borough requirements, or to change the specification under a construction contract because unforeseen conditions render the original specification impracticable;
 4. to change the time for completing a project under a contract for services, professional services or construction;
 5. to correct an error in contract specifications made by the borough in good faith or to resolve a good faith dispute between the borough and a contractor as to a party's rights and obligations under the contract; and
 6. to change administrative provisions of a contract without materially altering the contract terms governing the quantity or quality of supplies, services, professional services or construction furnished the borough.

For these purposes, the Purchasing Officer is defined as **Rustin Krafft** during absences of the purchasing officer, the Assistant Purchasing Officer has been delegated the authority to act as the Purchasing Officer.

AUTHORITY OF THE BOROUGH PROJECT MANAGER

The Borough Project Manager has the authority to monitor and administer the Agreement, but cannot make changes to the amount of the contract nor change the completion date of the contract

I hereby acknowledge that I have read and understand the authority granted to the parties by the Matanuska-Susitna Borough.

CONSULTANT SIGN ACKNOWLEDGEMENT HERE:



Section 35 Fund Verification

Fund source and verification of funds for this project: Purchase Order 22-2670__

MATANUSKA-SUSITNA BOROUGH



RUSTIN M. KRAFFT

Purchasing Officer

STATE OF ALASKA

Third Judicial District

On January 18, 2022 Dean Cimmigotti 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 22-055P SELDON EXTENSION PHASE 2 RIGHT OF WAY MAPPING**, and he/she acknowledged that he/she signed it.




Notary Public
My Commission expires: 2/22/2025

STATE OF ALASKA

Third Judicial District

On January 19th, 2022, RUSTIN M. KRAFFT, Purchasing Officer, 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 behalf of the Matanuska-Susitna Borough.




Notary Public
My Commission expires: 4-21-2024

EXHIBIT "A" – PROPOSAL & SUBMITTAL PAGE



Seldon Road Extension Phase 2
Stantec project details on following pages

1. Objectives & Services

We have a complete and thorough understanding of the objectives and services required for this project. We've been the prime consultant on the previous Phase I and the current Phase II, Seldon Road Extension projects. We understand the statement of services. The implied schedule is aggressive but achievable, and we are prepared to meet your schedule. Under previous work associated with the Phase II Extension, Stantec performed some upfront survey work that will highly benefit the Borough and this new project. We previously computed the required search coordinates for property corners and ROW monuments that will require survey ties and have made ties on many of those monuments.

In addition, we have computed preliminary set positions for all secondary ROW monuments to be set.

Assumptions

We assume that during our project work, the Matanuska-Susitna Borough (MSB or Borough) will complete the negotiations for the final affected parcel and that parcel information will be provided to us in a manner allowing us to incorporate that parcel into our final right-of-way (ROW) map submittal.

The Seldon Road Extension Phase II ROW Mapping project begins at its intersection with Windy Bottom Road and extends west approximately

2.25 miles to its intersection with Pittman Road. This RFP does not include design services for construction. However, Stantec designed these improvements for the MSB with Phase II Design. That earlier design effort led Stantec's development and eventual execution and recording of the parcel plats along this section of Seldon Road. Our objective is to deliver to the Borough a final ROW map sheet set for Seldon Road Extension Phase II, suitable for recording, along with any required parcel plats and the associated digital files. We anticipate the ROW mapping document to be an approximate 9-page sheet set, prepared in accordance with the Alaska ROW Manual and Title 43 of the Borough Code.

2. Relevant Project Experience

Stantec is highly qualified and prepared to perform the work associated with this contract. We have performed all the work associated with Seldon Road Extension Phase I and Seldon Road Extension Phase II. We continue to support MSB's Operations & Maintenance (O&M) division, now combined with Capital Projects under Matanuska-Susitna Borough Public Works Department, under our current O&M Term Contract for Engineering and Survey Services.

Seldon Road Extension Phase 1

Alaska

Our team developed design and construction documents for the first phase of Seldon Road which extends approximately two miles west of Church Road where it ties into Beverly Lakes Road. Professional services included surveying and mapping, geotechnical investigations, a preliminary engineering report, wetland mapping, environmental documentation, permitting services, public involvement, hydraulic design, traffic and safety analysis, utility conflict identification, design study report, PS&E, ROW appraisal and acquisition services, PS&E interpretation during bidding, and assistance during construction. Additional design scope was added by a MSB amendment with budgets and schedules maintained. Contractor bids relative to the engineer's estimate were very favorable with significant project savings reserved for the second phase. The project design balanced cuts and fills, and no borrow was required. Our work, previously outlined, is directly relevant experience for work described in the current RFP. Fees for preconstruction work were \$1.1 million.

Reference

Mike Campfield, MSB,
P: 907-861-7719,
E: mike.campfield@matsugov.us

Key Staff

Cimmiyotti, Blitz, Kari

Date of Completion

2015, on schedule

Size

2 Miles

Seldon Road Extension Phase 2

Alaska

Our team began the design of the second phase of Seldon Road from Beverly Lakes Road to Pittman Road in late 2015, with the final PS&E package submitted in June of 2020. No construction services were provided. Professional services included surveying and mapping, geotechnical investigations, public involvement, utility conflict identification, design study report, corridor access management plan, PS&E, and ROW appraisal and acquisition services. Project successes included the selection of a preferred alignment that avoided wetland impacts, fill permits, and associated mitigation. Stakeholder engagement and feedback was very favorable. Experience directly relevant to this RFP includes our team's appraisal and acquisition support of 17 parcels to be mapped and completion of most of the required field work. Additional design scope was added by Borough amendment with budgets and schedules maintained. Fees for preconstruction work were \$516,000.

Reference

Mike Campfield, MSB,
P: 907-861-7719,
E: mike.campfield@matsugov.us

Key Staff

Cimmiyotti, Blitz, Kari

Date of Completion

2020

Size

2 Miles

MSB O&M Engineering and Survey

Services Term Contract

Alaska

Under this master services agreement, Stantec has provided similar design and survey services for the past dozen years on over 65 Borough projects. Survey support for the projects under this contract included control and design surveys, drainage analysis, ROW staking, and parcel plat preparation and submittal for recording. Currently, each project is under a \$50K ceiling. Historically the annual fees are in the \$150,000 range and construction costs are not a part of these contracts. Stantec has successfully delivered these projects under budget and in advance of the delivery schedule. The survey staff that we have identified in this proposal have all participated in performing work for the Borough under the O&M contract. We are intimately familiar with Borough protocols and procedures and have a long-established professional working relationship with MSB staff. These past and continued experiences will help assure a successful completion of the Seldon Road Phase II ROW Surveying and Mapping project.

Reference

Alex Senta, MSB
P: 907-861-7710,
E: alex.senta@matsugov.us

Key Staff

Cimmiyotti, Blitz, Kari, Brady

Date of Completion

2009 - ongoing

Size

65+ Borough projects

3. Proposed Project Staff

Stantec has a well prepared and qualified staff to perform both the field and office tasks associated with this contract. We are prepared to mobilize upon receipt of Notice-to-Proceed and will perform our work in a cost effective and efficient manner.

DEAN CIMMIYOTTI, AKPLS 7613 – Stantec
Project Manager - Alaska Resident

Duties: As survey & contract manager, Dean will be surveyor in responsible charge for this contract and will direct all associated surveying tasks. He will coordinate surveying activities and will work directly with MSB's point of contact. Dean will have overall responsibility for this contract and will over see all phases of the work including preparation and quality control of all final deliverables.

Qualifications: Dean has over 40 years of Alaska survey experience and brings 30 years of project management experience on highways, roads, airports, land development, and cadastral surveys.

Experience: Dean has been with Stantec for almost four years and has been the survey manager on all regional Stantec highway, road, and airport survey projects during those years. He has been in responsible charge for control and design surveys on multiple projects for MSB, including: Seldon Road Phase I, Seldon Road Phase II, and multiple control ROW and design surveys under the MSB O&M Engineering and Survey Services Term Contract. Dean also served as survey manager for South Trunk Road Extension and Vine Road upgrade and Caswell Lakes Road ROS survey with a previous employer.

References:

Dayna Rumfelt, PLS, MSB
dayna.rumfelt@matsugov.us, 907-861-7727
Alex Senta, MSB
alex.senta@matsugov.us, 907-861-7710
Fred Wagner, PLS, MSB
frederic.wagner@matsugov.us, 907-861-7870

JOHN BRADY, AKPLS 104123 – Stantec
Lead Field Surveyor - Alaska Resident

Duties: John will be heavily involved in all survey tasks, including planning, PLS on site, data collection and reduction, ROW mapping, and preparing final deliverables.

Qualifications: John has 11 years of Alaska surveying experience, holding a BS in Geomatics from University of Alaska, Anchorage.

Experience: John has extensive survey experience working on DOT&PF road and highway projects across Alaska including University Avenue in Fairbanks, and Seppala Drive, Port Road, and Bering Street in Nome. His most recent experience was providing field surveying and computations in support of MSB O&M Term Contract projects including Emswiler Drive, Kilkenny Drive, Melanie Lane, Knik View Drive, and S Trunk Road. John's role on all of the projects was PLS on site, data processing, ROW computations, and drafting.

References:

Ryan Marlow, DOT&PF,
ryan.marlow@alaska.gov, 907-269-0741
Troy Hicks, PLS, DOT & PF,
troy.hicks@alaska.gov, 907-451-5436
Kimra Widmer, ADNIR,
kimra.widmer@alaska.gov, 907-269-8558
CHRISTOPHER BLITZ, LSIT – Stantec
Field Surveyor & Survey Office Technician
– Alaska Resident

Duties: Chris will support all field survey tasks as an onsite field surveyor. Additionally, he will be highly involved in survey data processing, drafting, and quality control.

Qualifications: Chris has five years of field surveying and office computations and drafting experience. Chris holds a BS in Geomatics from University Alaska, Anchorage.

Experience: Chris had major involvement in both Seldon Road Phase I and Seldon Road Phase II, control, design, and ROW surveys. He also performs the field surveys and office computations and drafting for all MSB O&M design projects under Stantec's MSB Engineering and Survey Services Term Contract.

References:

Robert Keiner, PLS, ADOT&PF,
Robert.keiner@alaska.gov, 907-269-0556
Jeremy Hurst, PLS, 49th Star Surveying
jeremy@49thstarsurveying.com, 907-764-5797
Alex Senta, MSB
alex.senta@matsugov.us, 907-861-7710

PATRICK SCHMIDT – Stantec
Field Survey Technician – Alaska Resident

Duties: For this project Patrick will work with the field survey team and provide survey support during the field survey phase of this project. Patrick will operate GNSS GPS and robotic total station survey equipment. He will mark and set ROW monumentation and perform field QC work.

Qualifications: Patrick has extensive field experience working in many remote areas of Alaska and holds a BS in Geography from Milford College.

Experience: Patrick has experience working with many kinds of modern survey equipment, including GPS and total station.

He has provided field support on several remote Alaska projects, including Port Moller and Eareckson Air Station on Shemya. Patrick is well-adapted to working in Alaska's harsh climate.

References:

Todd Fitch, USAF
todd.fitch.2@us.af.mil, 907-347-1822

Jennifer Wehrmann, USAF
jennifer.wehrmann@us.af.mil, 907-382-0146

Greg DuBois, Alaska Peninsula Corporation
gdubois@alaskapeninsulacorp.com, 907-830-8360

STEVE KARI, AKPE AELC9203 – Stantec
Civil Engineer – Alaska Resident

Duties: Steve will provide civil engineering support as necessary.

Qualifications: Steve has 26 years of highway design engineering experience for multiple clients throughout Alaska.

Experience: Steve's experience leading roadway designs includes extensive MSB projects including both phases of the Seldon Road extension. His experience on the Seldon corridor is directly relevant to the current ROW mapping scope of work as Steve understands the underlying reasons for

the ROW impacts and acquisition needs. Steve has managed the MSB O&M Engineering and Survey Services Term Contract for over a decade and has a solid understanding of relevant codes and design standards that will be relevant in his engineering support capacity.

References:

Mike Campfield, MSB
mike.campfield@matsugov.us, 907-861-7719

Sheila Armstrong, MSB
sheila.armstrong@matsugov.us, 907-861-8355

Alex Senta, MSB
alex.senta@matsugov.us, 907-861-7710

4. Methods

Stantec will not have subcontractors under this contract. All work will be performed by Stantec employees, from the project site or our Wasilla or Anchorage offices.

Upon Notice-of-Intent to award, Dean Cimmiyotti, Project Manager, will meet with Borough staff at the Borough offices to review and discuss this project and make certain that both parties have a clear understanding of project requirements.

Immediately following the kick-off meeting our survey crew will mobilize to the field and proceed with making the remaining survey ties to existing monuments. Once all required survey ties have been completed, we will re-visit our pre-planned set positions and make any final required adjustments to those positions. At this point, all of the required 2" aluminum cap monuments will be pre-stamped with parcel and ROW and made available for setting in the field.

Once the required monument ties have been made, the preliminary plat preparation process will begin.

Our team will complete field work using a combination of GNSS GPS receivers and conventional survey equipment to locate positions and set the required monuments. Our preliminary plan identifies 30 secondary monuments to be set. The final adjusted positions for all monuments will be downloaded to our GPS data collectors and used to pinpoint the precise location for monument setting. Once the secondary monuments (30" X 5/8" rebar with 2" aluminum cap) have been set, an independent check shot will be taken and recorded as a quality control measure to confirm the positional accuracy for the monuments.

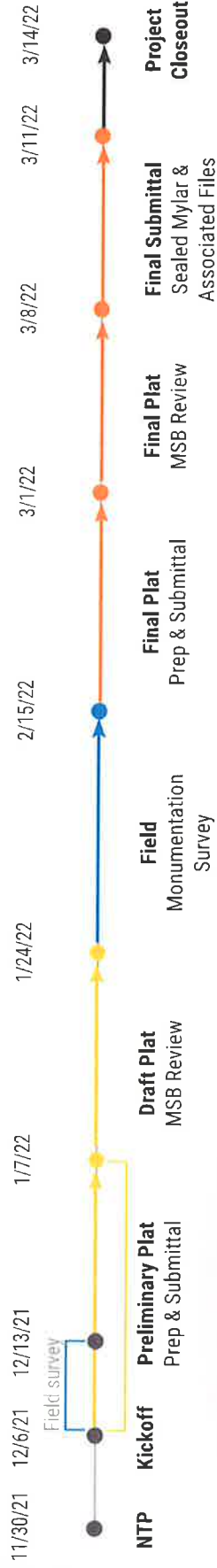
Simultaneously with the field work, we will begin preliminary drafting for the ROW mapping. The nine-page sheet set will include a cover sheet, legend sheet, sheet layout, five map sheets, and a monumentation sheet. Line work and symbols will adhere to ROW mapping standards and Title 43 Borough Code. We already have copies of the recorded parcel plats for Seldon Road Extension Phase II and those documents will be used to

prepare of our final map sheets. Upon completion of the preliminary map set, the sheet set will be submitted to the Borough for their review and comments. Once comments are received back from the Borough, we will address all comments and re-submit the map sheets to MSB for their second review. Steve Kari, PE, our civil engineer, will provide timely reviews and consultation to confirm there are no conflicts between our designed ROW mapping and the Seldon Road Phase II Extension design.

Upon completion of the Borough's second review, our field crew will mobilize to the project site and begin with the monumentation phase of the project. Concurrent with the monumentation, the final map set will be prepared. Upon completion of the monumentation and final map preparation, the final sheet set will be transmitted to MSB for final review. Upon acceptance by the Borough, mylars will be plotted, signed, sealed, and delivered to MSB.

The top of the next page shows a preliminary project schedule with work task sequencing.

SCHEDULE



5. Management

Dean Cimmiyotti, PLS, will serve as project manager for this contract and will be the primary point of contact between MSB and Stantec. Dean works out of our Anchorage office located at 725 E. Fireweed Lane, #200, Anchorage, Alaska 99503.

John Brady, PLS will be our lead field surveyor based out of our Wasilla office (located at 351 W. Parks Highway, #200, Wasilla, Alaska 99654) for field work and field computations.

The adjacent chart reflects our management structure and direct lines of communication between Stantec and the Borough representative.

MSB employees associated with this project are welcome to stop by our Wasilla or Anchorage offices during this contract to meet with our employees and review and discuss project status. We are also available to meet at Borough offices. Project meetings can also be conducted over the phone or through Microsoft Teams meetings or other preferred video conferencing applications. Communications can also be maintained via emails or text.

Due to Stantec's Covid-19 response, our office is currently under a temporary municipal mask mandate.

A written bi-weekly project status report, or more frequent if necessary to address any unforeseen issues, will be provided to the Borough. Timely communications between Stantec and MSB are key to helping resolve any issues that may develop while preparing the final ROW mapping documents.

**Matanuska-Susitna Borough
| Project Manager**

**Stantec |
Contract & Project Manager**
Dean Cimmiyotti, PLS #AELL7613
Alaska

**Stantec |
Engineering Support**
Steve Kari, PE #AELC9203 Alaska

Stantec | Field & Office Tech
Christopher Blitz, LSIT,
NCEES, Alaska

**Stantec |
Lead Field Surveyor**
John Brady, PLS #104123 Alaska

Stantec | Field Technician
Patrick Schmidt, Alaska


Dean Cimmiyotti, PLS, Project Manager
907-343-5280,
dean.cimmiyotti@stantec.com

SUBMITTAL PAGE

22-055P, SELDON EXTENSION PHASE 2 RIGHT OF WAY MAPPING

By signing below, the Proposer hereby certifies to the following –

1. The individual signing below, or the firm associated or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of a free competitive process in connection with this solicitation.
2. The individual signed below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
3. The individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business with the Matanuska-Susitna Borough.
4. They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A" or "None").

N/A

(List Addenda numbers that you are acknowledging receipt of)

Stantec Consulting Services Inc.
Company Name
725 East Fireweed Lane Suite 200
Mailing Address
Anchorage, AK 99503
City, State and Zip Code
Dean Cimmiyotti
Contact Person (printed or typed)
907-343-5280
Phone Number
N/A
Facsimile Number

11/12/21
Date

Signature
Dean Cimmiyotti
Printed (or typed) Name
Survey Manager
Title (printed or typed)
dean.cimmiyotti@stantec.com
Email Address (optional)
State of Alaska, Professional Land Surveyor #AELL7613
State and Professional License Numbers

*It shall be the responsibility of the Proposer to that their proposal is received at or before the date and time fixed for closing.

Proposers should include the following with their proposal.

- ✓ Signed Submittal Page (acknowledging Addenda if applicable)
- ✓ One signed Technical Proposal.
- ✓ One signed Fee Proposal.
- ✓ Any other items required within the Instructions to Proposers & Specifications/Scope of Services.

EXHIBIT "B" – FEE SCHEDULE



December 20, 2021

Mike Campfield
Matanuska Susitna Borough
350 East Dahlia Avenue
Palmer, Alaska 99645

Subj: Seldon Road Extension Phase II Right-of-Way Mapping

Dear Mr. Campfield:

Based on discussions from our November 29th meeting, the purpose of this letter is to provide Matanuska-Susitna Borough (MSB) with a summarized scope of work, deliverables, associated cost, and schedule for performing the work associated with the above referenced project.

Scope of Work: Stantec will perform the required Right-of-Way (ROW) mapping scope of work identified in the RFP. The work includes survey ties to existing cadastral and property monuments, setting the required new ROW monuments, submitting preliminary plat for MSB review and final plat for recording.

Client Responsibilities: It is our understanding that the contracting agency will resolve the one ROW issue that remains outstanding. Additionally, MSB will provide copies of recorded parcel plats associated with Seldon Road Phase II Extension.

Schedule: We understand the preliminary plat submittal is due MSB my March 31, 2021. Final plat submittal is due June 30, 2021.

Assumptions/Exclusions: 1) It is understood between Stantec and MSB that the ROW mapping associated with this contract cannot be completed without resolution to the one outstanding ROW issue. 2) It was also agreed upon that final plat submittal will not take place until after construction of Seldon Road Extension Phase II is complete. 3) Any required new/additional parcel plats will be provided under a contract amendment. 4) A Record-of-Survey, if necessary, will be prepared and delivered to MSB under a contract amendment.

Compensation: We will perform the above professional services for a lump sum fee of: \$78,418.00.

Please contact me if you have any questions or need any additional information. We look forward to providing continued professional survey services to the Matanuska-Susitna Borough.

Sincerely,

STANTEC

A handwritten signature in blue ink, appearing to read "Dean Cimmeyotti", with a stylized flourish at the end.

Dean Cimmeyotti, PLS
Survey Manager
Phone: 907-343-5280/907-632-0664
Email: dean.cimmeyotti@stantec.com

Design with community in mind

PRICE PER TASK SUMMARY

[illegible]

EXHIBIT "C" – SCOPE OF SERVICES

SCOPE OF SERVICES

22-055P, SELDON EXTENSION PHASE 2 RIGHT OF WAY MAPPING

1 General

The Matanuska-Susitna Borough (Borough) is seeking professional surveying services to produce a Right-of-Way (ROW) Acquisition map for the proposed Seldon Road Extension – Phase 2 project near Wasilla, Alaska. The design for this project is in progress and much of the survey and ROW acquisition work has been previously completed, including field surveys, base mapping and creation of parcel plats. The ROW Acquisition map has not been generated, however, the survey data and drawings previously obtained and developed will be made available to the Stantec Consulting Services, Inc. for use in completing the ROW mapping, as appropriate. ROW acquisitions are nearly complete with 17 of the 18 necessary parcels acquired. The parcel plat for the final affected property is complete, but may need revisions as negotiations progress.

The Contractor shall perform the services necessary to prepare the Right-of-Way Acquisition Map, and any additional Parcel Plats, in accordance with the Alaska Right-of-Way Manual, Borough code and/or specific instructions from the Borough Project Manager. The Contractor shall also provide technical support for Right-of-Way negotiations.

2 Right-of-Way Acquisition Map

The ROW Acquisition Map shall be ink (or other Department of Public Works approved permanent markings) on mylar and shall include a title sheet, standard right-of-way symbols sheet, tract maps, and plan sheets for the entire project. The ROW Acquisition Map shall be prepared according to the Alaska ROW Manual and Title 43 of the Borough code, and shall include all project acquired ROW, as well as ROW to be acquired. This includes, but is not limited to the following information:

- a) Existing Right-of-Way.
- b) Proposed Right-of-Way.
- c) Easements.
- d) Parcels.
- e) Parcel Information Block.
- f) Proposed slope limits.
- g) Other features required by the by the Alaska Right-of-Way Manual and/or the Department of Public Works.

When preparing the Right-of-Way Acquisition Map, the Contractor shall:

- 1. Resolve problems with existing right-of-way and boundary locations.
- 2. Analyze preliminary engineering information to determine where additional survey ties are required.
- 3. Examine Title Reports and adjust preliminary boundaries as required.
- 4. Compute the Take and Remain areas of each parcel based on right-of-way requirements supplied by the Department of Public Works. Provide in a notebook format, inverse information for properties affected by acquisition. Include inverses for the larger parcel, take including easement, net take, and remain areas. Provide a plot of the immediate area showing property lines and associated point numbers.

The Contractor shall not initiate preparation of the Right-of-Way Acquisition Map without specific written authorization from the Department of Public Works. The Department of Public Works has, at its sole discretion, the right to terminate at anytime the Contractor's services in preparing the Right-of-Way Acquisition map.

3 Parcel Plats

The Contractor shall prepare plats for all parcels yet to be acquired for this project. Parcel plats shall contain the information required by the Alaska Right-of-Way Manual. Parcel Plats will be prepared as needed. The Contractor shall make revisions to Parcel Plats as requested by the Department of Public Works. Parcel Plats shall use the ADOT&PF standard 8-1/2 by 11 inch format on mylar, vellum, or paper as specified by the Borough Project Manager.

Plats shall be at a scale suitable for legibility and clarity of detail using ADOT&PF Autocad format and shall contain information as required by the ADOT&PF Right-of-Way Manual and the parcel plat checklist. A Title block and border drawing file will be supplied by the Department of Public Works.

4 Copies

The Contractor shall provide a hard copy of all draft and final maps and parcel plats (with the script files used to generate the hard copy documents) in accordance with the schedule and the submittals below. Upon completion of the ROW Acquisition Map the consultant shall provide a copy of project coordinate files with descriptors and AutoCad drawing files on a portable digital storage drive.

5 Registration

The Contractor's preparation of the Right-of-Way Acquisition Map, and Parcel Plats shall be conducted by or under the direct supervision of a Professional Land Surveyor holding current registration in the State of Alaska. All final documents shall be sealed, signed, and certified by the Professional Land Surveyor responsible for the accuracy of the services.

6 Right-of-Way Negotiations

The Contractor shall provide technical support for right-of-way negotiations. This shall include interpreting documents prepared for the project and explaining project impacts to the Department of Public Works' personnel, property owners, and others. The Contractor shall also attend meetings as required to make presentations and answer questions.

7 Reviews and Schedule

The Contractor shall submit drafts of the Right of Way Acquisition Map and Parcel Plats, for sequential reviews by the Department of Public Works and Platting Division of the Planning Department, in accordance with an agreed upon schedule. The Contractor shall meet with the Public Works staff as needed to discuss and resolve review comments, as needed to complete the survey documents.

If required, Decisional Documents on Right-of-Way acquisitions shall be submitted with the draft Parcel Plats. The Department of Public Works and Platting Division shall have a minimum of four weeks for the return of written comments. The Contractor shall address comments to the satisfaction of the Department of Public Works and Platting prior to submitting final documents. Final Right-of-Way Maps and Parcel Plats shall be submitted at the same time, after all parcels have been acquired.

The following tentative schedule is anticipated for this project:

Notice to Proceed – November 2021

Draft ROW Acquisition Map Submittal – January 14, 2022

Final ROW Acquisition Map – March 11, 2022

8 Deliverable Items

<i>Type of Document</i>	<i>Copies</i>	<i>Originals</i>
Right-of-Way Maps		
Draft	2	
Digital Copies	1	
Final	2	1
Digital Copies	1	
Parcel Plats		
Draft	2	
Digital Copies	1	
Final	2	1
Digital Copies	1	

EXHIBIT "D" – ADDENDUM(A)

Reserved

EXHIBIT "E" – CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)

1/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Berkshire Hathaway Specialty Insurance Company</td> <td>22276</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Specialty Insurance Company	22276	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** 18158077 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL/CROSS ☒ XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	N	47-GLO-307584	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B B B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	N	N	47-UMO-307585	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2021 5/1/2021	5/1/2022 5/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROJECT #: PIPELINE NO. 874383. CLIENT PROJECT #: SOLICITATION NUMBER: 22-055P. PROJECT NAME: SELDON EXTENSION PHASE 2 RIGHT OF WAY MAPPING. THE BOROUGH, ITS ADMINISTRATOR, OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
CANCELLATION See Attachments

18158077
 MATANUSKA-SUSITNA BOROUGH
 PURCHASING DIVISION
 350 EAST DAHLIA AVE
 PALMER AR 99645

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Lockton Companies
444 W. 47th Street, Suite 900
Kansas City, MO 64112

STANTEC CONSULTING SERVICES INC.; 1415077



18158077

MATANUSKA-SUSITNA BOROUGH
350 EAST DAHLIA AVE,
PALMER, AR 99645

Dear Valued Client:

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **18158077**. **You must reference this Certificate ID number in order for us to complete this process.**

- ◆ **Certificate ID: 18158077**
- ◆ **Email: kctsu@lockton.com**
- ◆ **Subject Line: TSU E-Delivery**

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

Please note that after February 2022, printed certificates will no longer be available.

If you no longer need this certificate, please contact us at the email address above, reference the Holder ID number and use this subject line: "Certificate Removal"

NOTE: The above email is a collector email regarding electronic delivery of certificates only. Please do NOT send certificate requests or other insurance inquiries to this inbox as responses will be delayed or missed.

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Companies
Technical Services Unit**

POLICY NUMBER: 47-GLO-307584

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY SUCH PERSON OR ORGANIZATION BUT ONLY TO THE EXTENT REQUIRED BY A WRITTEN CONTRACT EXECUTED PRIOR TO THE "OCCURANCE" FOR OFFENSE.	ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 47-GLO-307584

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY SUCH PERSON OR ORGANIZATION BUT ONLY TO THE EXTENT REQUIRED BY A WRITTEN CONTRACT EXECUTED PRIOR TO THE "OCCURANCE" FOR OFFENSE.	ANY LOCATION OR PROJECT WHERE YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT , EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

This endorsement, effective 12:01 AM: **5/1/2021**

Forms a part of Policy No.: **47-GLO-307584**

Issued to: **SEE ATTACHED CERTIFICATE**

By: **Berkshire Hathaway Insurance Company**

PRIMARY NONCONTRIBUTORY – OTHER INSURANCE PROVISION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
COMMERCIAL RETAINED LIMIT LIABILITY POLICY
FOLLOW FORM EXCESS LIABILITY POLICY
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**

The following Condition is added to the policy:

Primary Noncontributory – Other Insurance

The insurance provided by this policy is primary, and will not seek contribution from any insurance available to an additional insured under this policy, provided that:

- (a) The additional insured is a named insured under such other insurance; and
- (a) Prior to an "occurrence" you agreed, in a fully executed written contract or agreement, that this insurance would be primary and would not seek contribution from any insurance available to that additional insured.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: TC2J-CAP-8E086819 (AOS); TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULED PERSONS OR ORGANIZATIONS

Where required by written contract.

PROVISIONS

A. The following is added to Paragraph c. in **A. 1., Who Is An Insured**, of **SECTION II-LIABILITY COVERAGE**:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., **Other Insurance**, in **B. General Conditions of SECTION IV - BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

CA T4 42 04 09

Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
47-GLO-307584	5/1/2021	5/1/2022				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
- To the name and address corresponding to each person or organization shown in the Schedule below; and
 - At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Those persons and organizations as stated in a certificate of	30
Insurance, on file with the insurer, as of the date of	
Cancellation.	

All other terms and conditions of this policy remain unchanged.

**WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: UB-3P635310 (AOS); UB-3P533004 (MA, WI)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON OR ORGANIZATION

WHERE REQUIRED BY WRITTEN CONTRACT