

CONTRACT SERVICES FORM
Flightseeing Noise Study and Mitigation Assessment, RFP No. 00-380

PART I: PARTIES

This contract is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City," and Michael Baker, Jr., Inc., a Pennsylvania corporation registered to do business in Alaska, hereafter "Contractor."

PART II: CONTRACT ADMINISTRATION

All communications concerning this contract shall be directed as follows, any reliance on a communication with a person other than that listed below is at the party's own risk.

City:

Attn: Caryl McConkie
Tourism Coordinator
City and Borough of Juneau, Alaska
155 South Seward Street
Juneau, AK 99801
Phone: (907) 586-0218
Fax: (907) 586-5383

Contractor:

Attn: McKie Campbell
Michael Baker Jr., Inc.
PO Box 20231
Juneau, AK 99801
Phone: (907) 463-3171
Fax: (907) 463-3170

PART III: CONTRACT DESCRIPTION

This contract is identified as: Flightseeing Noise Study and Mitigation Assessment, RFP No. 00-380. The following Appendices are attached and are considered a part of this contract as well as any exhibits or attachments incorporated by reference or attached to those Appendices.

Appendix A: Scope of Work
Exhibit 1 to Appendix A: Modifications
Appendix B: Standard Provisions
Appendix C: Additional Provisions

PART IV: CONTRACT EXECUTION

The City and Contractor agree and sign below. This contract is not effective until signed by the City.

City:

Date: _____

By: _____

Authorized Representative
David R. Palmer
City Manager

Contractor:

Date: _____

By: _____

Authorized Representative
McKie Campbell
Senior Environmental Manager

Content Approved by Dept.: _____

Form Approved by Law: _____

APPENDIX A: SCOPE OF WORK

TERM

The effective date of this contract is: July 1, 2000. The agreement ends as described in the description of work below unless sooner terminated.

COMPENSATION

The total amount of this contract is \$ 96,765, payments shall be made as described in the description of work below.

DESCRIPTION OF WORK

The work is described in the following documents which are incorporated by this reference. In the event of a conflict between the provisions of these documents and this document, the order of precedence shall be: this document, Exhibit 1, City's RFP, and then Contractor's Proposal.

- (1) City's Request for Proposals (RFP No. 00-380), dated: May 19, 2000, (hereafter "City's RFP") is incorporated by this reference.
- (2) Contractor's Proposal in response to RFP No. 00-380, dated, May 22, 2000 (hereafter "Contractor's Proposal") is incorporated by this reference.
- (3) Exhibit 1: Modifications, attached and incorporated herein

Exhibit 1
City and Contractor Modifications to the Scope of Work

1. Definitions. The following terms used in this document are defined as follows:

- 1.1 *Baker Project Team* means Michael Baker, Jr., Inc. and its subcontractors.
- 1.2 *Subcontractors* mean SWCA and BridgeNet International.
- 1.3 *Baker* means Michael Baker, Jr., Inc.
- 1.4 *CBJ project manager* means the primary point of contact between CBJ staff and Assembly and the Baker Project Team.
- 1.5 *CBJ* means the City and Borough of Juneau, Alaska.
- 1.6 *PPC* means Planning and Policy Committee of the Assembly of the City and Borough of Juneau, Alaska.
- 1.7 *TAC* means Tourism Advisory Committee of the Assembly of the City and Borough of Juneau, Alaska.

2. Michael Baker, Jr, Inc.

- 2.1 Project Management.** Supervise and coordinate subcontractors. Provide overall project management to include the following: local point of contact and overall project administration services, public interface, service reports, weekly project and budget updates in memorandum format, invoices and payment collection.
- 2.2 Time Frame.** The contract date begins on July 1, 2000. Act to ensure submission of the draft final report and draft public process analysis by September 25, 2000.
- 2.3 Progress Reports and Project Review Meetings.**
 - 2.3(a) Prepare final itemized project budget, detailed time line, and brief project summary and deliver to CBJ project manager and Baker Project Team by July 15, 2000.
 - 2.3(b) Provide project and budget updates on Monday of each week. The project update shall be in memorandum format and submitted electronically (Word '97) so that it can be posted on the Planning and Policy Committee web site. The budget update shall be prepared in a spreadsheet format (Excel) that can be updated for weekly reports.
 - 2.3(c) Prepare service reports (memorandum to CBJ project manager following Baker Project Team meetings or conference calls with CBJ project manager or staff to clarify and review discussion content, directives, decisions, etc. and to be distributed to all Baker Project Team members and CBJ project manager).
 - 2.3(d) Organize three project review meetings with the Baker Project Team and CBJ staff that can be conducted in conjunction with the public meetings on July 27th and September 21st, 2000 and a follow-up meeting with the Assembly upon delivery of the final report.
- 2.4 Public Interface.** Baker's subcontractor, SWCA, shall have the primary responsibility for developing communications and messages to the public and the media and will coordinate those messages among all Baker Project Team members. The project manager for the Baker Project Team shall support SWCA in ensuring that the public is informed and involved throughout the project and by providing local arrangements for mailings, distribution of meeting agendas and notices, and media advertisements, etc.
- 2.5 Compensation.** Baker may submit itemized invoices on the dates listed in Table 1. Invoices shall only contain billing for completed items of work. If Baker is unable to complete all the work listed in Table 1 for a specified billing, it may elect to submit an invoice for only the completed work, or it may choose to delay its invoice until all items of work are completed. The monthly billing schedule is for Baker's convenience, and the date of the issuance of invoices by Baker or the acceptance of any invoice for work at a date other than that listed in Table 1 shall

not modify the project timeline without the written agreement of both parties to modify the scope of work.

Deliverables 4 and 9 in Table 2 can be billed in hourly and weekly increments in Baker's monthly invoices. CBJ will not accept any invoice containing charges for other deliverables in Table 2 unless the task is completed, either wholly, or if the quantity listed is more than one, (2 & 3) upon the completion of each unit of quantity.

Baker shall submit a final invoice to CBJ project manager upon completion of all project deliverables. Compare and reconcile final project billing with the initial project budget and indicate credits for previous payments made by CBJ. Final payment by the CBJ will be made upon satisfactory completion of all deliverables identified in the contract.

2.6 TABLE 1

Date	Phase I Milestones for Billing and Anticipated Timeline
7/10/00	Finalize scope of work, timeline and contract, start pre-public meeting prep
7/17/00	Weekly report, pre-public meeting prep
7/24/00	Weekly report, pre-public meeting prep
7/27/00	Meetings w/ CBJ Staff, 1 st public meeting, public meeting summary
7/31/00	Weekly report, sound measurement begins. First billing (Anticipated milestones for billing: project plan development, first public meeting, consultation, progress reports, and local administration tasks)
8/7/00	Weekly report, sound measurement
8/14/00	Weekly report, sound measurement
8/21/00	Weekly report - flightseeing noise and mitigation analysis
8/28/00	Weekly Report - flightseeing noise and mitigation analysis
8/31/00	2 nd billing (Anticipated milestones for billing: methodology development, noise monitoring, consultation, progress reports, and local administration tasks)
9/5/00	Weekly report, draft report development
9/11/00	Weekly report, draft report development, pre-public meeting prep
9/18/00	Weekly report, report development, pre-public meeting prep
9/21/00	Meetings w/ CBJ Staff, 2 nd public meeting
9/25/00	Weekly report, consultation, report development, draft final report due
9/31/00	3 rd Billing (Anticipated milestones: second public meeting, flightseeing noise and mitigation analysis, draft final report, consultation, progress reports, and local administration tasks)
October	Meeting with Assembly
10/31/00	Final billing (Anticipated milestones: meeting with Assembly, final report, consultation, progress reports, and local administration tasks)

2.7 TABLE 2

Project Deliverables and Budget Breakdown ¹					
Phase 1 Deliverables	Qty	Total Cost	Baker Total	BridgeNet Total	SWCA Total
1. Noise Measurement ²		\$46,980		\$43,500	
2. Public Meetings ³	2	\$15,474	\$1,322	\$8,000	\$5,104
3. Review Meeting with CBJ staff and Assembly	3	\$4,788	\$660	\$3,000	\$822
4. Process Summary & Coordination with Mediation Project		\$3,352	\$220		\$2,900
5. Presentation Maps	1 set	\$2,160		\$2,000	
6. Draft Report	25 sets	\$4,760	\$440	\$4,000	

7. Executive Summary	100 sets	\$1,300	\$220	\$1,000	
8. Final Report	25 sets	\$2,600	\$440	\$2,000	
9. Project Management, Administration, and Weekly Updates		\$6,651	\$6,651		
10. Travel		\$8,700		\$4,350	\$4,350
Total - Phase I		\$96,765	\$9,953	\$67,850	\$13,176

1. The budget for Phase I is based on the proposed scope and is presented in Table 2. While every attempt has been made to allocate costs accurately to the specific tasks shown, this budget may be modified to reallocate among tasks upon agreement. Budget assumptions are identified below.
 - a) Baker's price for Phase I is \$96,765. This includes all noise assessment, two public meetings, three meetings with CBJ staff and/or Assembly, coordination with the CBJ/USFS partnership, and reports.
 - b) CBJ will provide meeting spaces for all public meetings.
 - c) Baker is not responsible for compiling a transcript of public meetings or compiling an administrative record.
 - d) Baker Project Team will provide all information and reports to CBJ in electronic form. CBJ is responsible for posting such information as it chooses on its web site.
 - e) Previous work done on location of satellite heliport sites will be available in electronic form.
 - f) CBJ staff and public comments will be received in a timely manner.
2. Noise measurements will be made at 15 baseline site, with indoor and outdoor measurements at four of these sites. Noise measurements will be made at 16 additional sites either currently or potentially impacted by flightseeing noise.
3. Baker public meeting costs includes the cost of required advertising for public meetings (2 display ads for each public meeting, at least 2 columns by 2 ½ in.). The CBJ may fund additional advertising.

2.8 Data. Provide the CBJ with raw and synthesized data generated in the project in electronic form and coordinate the specific formats with CBJ staff. The CBJ shall have full copyright and distribution rights to project products and deliverables.

2.9 Public Process. Provide administration support and public meeting facilitation for the CBJ with the services of Mark Raming and Cathryn Collis of SWCA.

2.10 Acoustic Analysis. Provide noise monitoring, flightseeing noise analysis, and mitigation option analysis using the services of Paul Dunholter and his associates of BridgeNet International.

3. Baker shall provide the following services through SWCA.

3.1 Administrative Support. Act to inform and involve the public throughout the project(s) and that progress reports, updates and project documents are easily accessible and understandable to the public.

- 3.1(a) Work with the CBJ project manager and CBJ staff and make sure that the project team possesses and understands relevant project documents and that there is a shared understanding of project objectives. Work with project staff to assemble additional information beyond the background that the project team will need.
- 3.1(b) Create a project management plan for the project that will include all anticipated milestones for public input required in the facilitation of the process toward a completed noise assessment study. Work with the CBJ project manager to review and finalize the project management plan and background information needed by the project team (providing some flexibility to anticipate the unexpected and accommodate the working needs of the team). The Baker Project Team shall work with the CBJ project manager and staff to identify all issues for discussion and establish a logical sequence in which issues should be addressed.
- 3.1(c) Coordinate communications, messages, and information to be delivered to the public and the media among all Baker Project Team and the CBJ.
- 3.1(d) Assist CBJ project manager in communication tasks with the Assembly, citizens and the press, providing advise on approach and content of messages and news releases,

coordination of flightseeing noise assessment project with mediation project, and dealing with changes in the public opinion, government, and political climate.

- 3.1(e) Compile a monthly web site newsletter covering the progress of the project. Coordinate with the CBJ project manager and Baker Project Team to determine the content and style of the newsletter. Provide the information to the CBJ project manager in electronic format for posting on the CBJ Planning and Policy Committee web site.
- 3.1(f) Create advertisements, handouts, fliers, and other public interface materials that will be distributed locally by Baker.
- 3.1(g) Compile and maintain a list of interested parties with email address, phone numbers and street addresses. The CBJ shall provide an initial list based on attendees of previous meetings on flightseeing noise.

3.2 Public Meetings. Involve the community in the design of the noise data-gathering program.

- 3.2(a) Coordinate schedule of meetings with the CBJ project manager who will assume the responsibility for securing meeting facilities for the public meetings.
- 3.2(b) Conduct pre-design communications with key community members to get a general understanding of various perspectives and interests in the community and to help prepare citizens for the public meetings by communicating the purpose and objectives to individuals who can help disseminate the information.
- 3.2(c) Design and conduct two public input and information meetings for the flightseeing noise assessment and mitigation. Develop a public process that provides a two-way educational opportunity. In the first meeting, the public will provide input focused on the noise analysis study methodology that directly assists in the development of the noise assessment study (where flightseeing noise should be measured, the number of locations to be measured, and what conditions should be measured), and Baker Project Team members will provide information on noise measurements, what a noise assessment can provide and what noise abatement options are available. In the second meeting, the Baker Project Team will present the results of the noise assessment study, provide a graphic representation of sound contours and other relevant data to the public, and present recommendations and policy considerations based upon the noise assessment study.

Utilize previous information generated by the PPC, the TAC, and flightseeing operators to help design agendas and approach of the public input meetings. The project team shall recognize that the TAC and PPC have already gathered extensive public comment and recommendations on and for specific mitigation options on flightseeing noise and that CBJ staff have already researched several options for feasibility and made recommendations to the PPC. The public meetings shall not repeat the work accomplished in previous meetings and research.

- 3.2(d) Coordinate public process design with a concurrent tourism noise mediation project (CBJ/USFS partnership to achieve a mediated agreement on flightseeing noise issues) and share information with Triangle Associates, Inc., mediation project consultants.
- 3.2(e) Prepare meeting agendas and summaries that provide a synopsis of the meeting including the material presented and the results of the meeting. Prepare other support materials as necessary. CBJ staff will record and transcribe detailed meeting minutes.

3.3 Process Analysis. Provide separate one to two page analysis of the flightseeing noise study that describes the process and how it could be used or modified for future CBJ planning and public input projects. Discuss the elements of the CBJ planning and public input processes that could have application for other communities dealing with similar growth and development issues. Submit a draft memorandum on September 25, 2000 to CBJ staff for comments. Submit the final memorandum one week following receipt of CBJ staff comments.

4. Baker shall provide the following services through BridgeNet International

4.1 Noise Monitoring Study. Design a noise monitoring study that is in accordance with Federal Aviation Administration Guidelines.

4.1(a) Attend public meetings and provide mechanism for meaningful public input into the noise assessment study (selection of number and location of sites, review noise assessment methodology).

4.1(b) Review and use CBJ and U.S. Forest Service noise studies in the analysis as appropriate.

4.2 Flightseeing Noise Assessment Criteria and Methodology. Present research on aircraft and helicopter noise affects, present research on impacts from aircraft noise on people, present alternative methods for evaluating impacts, and develop criteria and final methodology for evaluating impacts.

4.3 Noise Measurements and Monitoring. Conduct baseline noise measurements at up to 15 outdoor locations and 4 indoor locations at locations that are impacted by flightseeing operations. Conduct baseline noise measurements at 10 other locations to get a sense of community-wide noise levels. Measure noise levels during flightseeing operations in 6 additional locations that could be impacted by flightseeing noise if flight routes were moved to alleviate the noise impacts on residential areas. Measure noise levels at these sights in various weather conditions or utilize modeling or other techniques to determine noise levels in various weather conditions.

4.4 Flightseeing Noise Impact Evaluation.

4.4(a) Provide an analysis of the effects of the measured and projected noise levels on the health and well being of the average person (relevant to the study results in Juneau). The analysis should be sensitive to the impacts of the broad community and not the most sensitive or insensitive persons in the community.

In the first public meeting, communicate to the public that the study will take into consideration that Juneau is a busy, capital city with a significant tourism economy, while at the same time, acknowledge that the Juneau environment (topographical features, weather conditions, desire to live in a remote environment, etc.) may create a unique sensitivity to aircraft noise. Explain how the study will be structured to measure results that are sensitive to the differences between the Juneau situation and a big city environment.

4.4(b) Estimate future noise levels if current noise mitigation measures remain the same and the number of flightseeing tours continues to increase.

4.5 Mitigation Analysis

4.5(a) Provide comparative data to the CBJ about the affects of various alternatives and noise abatement measures.

4.5(b) Provide recommendations on how a combination of solutions could be utilized to decrease noise levels in residential areas, while allowing for some flightseeing industry growth.

4.5(c) Analyze mitigation options being studied by the CBJ and evaluate each option that would be suitable for the CBJ's situation. Analyze the new impacts of each mitigation option and using the noise data, prioritize mitigation options that would be the best fit for the CBJ to pursue considering cost, time frame, feasibility, etc., and recommend best option(s) for the CBJ. The analysis should include, but not be limited to the following mitigation options:

4.5(c)(1) New Technology. Discuss the extent to which new technology could mitigate the impacts of current and future flightseeing noise levels and how technology could affect a potential need to move all or a portion of flightseeing operations away from residential areas.

4.5(c)(2) Voluntary Compliance. Review the Juneau Fly Neighborly Program (Voluntary Compliance Program). Use the results of the measurement survey to identify

procedures and conditions when impacts are less. Recommend additional elements or modifications that will help improve existing programs.

- 4.5(c)(3) Incentives.** Discuss incentives that the CBJ could employ that would help improve the noise environment in Juneau.
- 4.5(c)(4) Alternate Flight Paths.** Provide an initial analysis of how using alternate flight paths could reduce noise levels in residential areas. Identify optimal origination points, areas, or boundaries that take into account the destination of the aircraft and location of residential areas. Describe further analysis and modeling that the CBJ could authorize that could substantiate or eliminate the mitigation option of moving or consolidating base flightseeing operations to reduce noise levels.
- 4.5(c)(5) Part 161 Study.** Describe the cost, time, feasibility, and what the CBJ could accomplish in a FAA Part 161 Study.
- 4.6 Information Base.** Assist the CBJ in producing an information base, an agreed upon set of facts, and provide the CBJ with direction that will help it implement meaningful mitigation. The information base should be structured to fit into the CBJ/USFS mediation project in the fall of 2000.
- 4.7 Maps.** Provide a set of maps that illustrate study findings and noise levels during flightseeing operations (include flight paths, recreation trails and cabins, and residential areas). The maps should include the following: (1) one set (no smaller than 26" by 44") and they should be mounted for presentations and public meetings, (2) a set of maps (no larger than 11" by 17" folded out) that can be included in the final report, and (3) a complete set of reproducible maps.
- 5. Baker shall provide the following services through the collaborative services of BridgeNet and SWCA.**
 - 5.1 Draft Report.** Prepare a report displaying and describing the findings of the project, citizen input and public meeting summaries, and recommendations on surveying the public on the effectiveness of implemented mitigation options (how could survey questions be phrased to avoid bias). Submit 25 copies bound copies and one unbound copy to the CBJ project manager on September 25, 2000. CBJ staff and the public will review the draft and provide comments that the BridgeNet and SWCA will incorporate into the final report. CBJ staff will summarize the comments before delivering them to the BridgeNet and SWCA.
 - 5.2 Final Report.** Prepare a separate executive summary to accompany the final report and submit them two weeks following receipt of summarized comments from CBJ staff and the public. The final report and executive summary shall be submitted in both paper and electronic format (Word '97). Submit 100 executive summaries and 25 copies of the final report. Provide one unbound copy of the executive summary and the final report.

APPENDIX B: STANDARD PROVISIONS

CONTRACTUAL RELATIONSHIP. The parties intend that an independent Contractor/City relationship will be created by this contract. City is interested only in the results to be achieved as provided in this agreement. The conduct and control of the work will lie solely with the Contractor. Contractor is not considered to be an agent or employee of City for any purpose, and the employees of Contractor are not entitled to any benefits that City provides for City's employees. City does not agree to use the Contractor exclusively. Contractor does not agree to work for City exclusively.

PERSONNEL, EQUIPMENT AND SUPPLIES. Except as provided in the Scope of Work, the Contractor represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the work under this Contract. All of the work required hereunder will be performed by the Contractor or under its supervision. None of the work covered by this Contract shall be subcontracted except as provided in the Scope of Work.

CONTRACTOR QUALIFICATIONS. Contractor warrants that it is fully qualified and is licensed under all applicable local, state, and federal laws to perform its obligations under this contract.

CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract. No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the City.

NO ASSIGNMENT OR DELEGATION. The Contractor may not assign or delegate any interest in this Contract without the prior written consent of the City. Contractor may assign its rights to any payment under this contract without the prior written consent of City, however, notice of any such assignment or transfer shall be furnished promptly to the City by Contractor.

TERMINATION. The City may by prior written notice terminate this agreement at any time, in whole or in part, when it is in the best interest of the City. In the event that this contract is terminated by the City for convenience, by mutual agreement of the parties, or by default of a material condition, the City is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

INSPECTION AND RETENTION OF RECORDS. City may inspect, in the manner and at reasonable times it considers appropriate, all of Contractor's facilities, records and activities having any relevance to this contract. Contractor shall retain financial and other records relating to the performance of this contract for a period of 6 years, or until the resolution of any audit findings, claims or litigation related to the Contract.

EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood. Contractor shall include these provisions in any agreement relating to the work performed under this agreement with contractors or subcontractors.

CHOICE OF LAW; VENUE. This Contract shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

COMPLIANCE WITH LAWS AND REGULATIONS. Contractor shall, at Contractor's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances and regulations now in force, or which may be in force, during the performance of this agreement.

PAYMENT OF TAXES, OBLIGATIONS TO CITY. As a condition of this contract, the Contractor shall pay all federal, State, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Contractor shall not be delinquent in any other obligations to City during the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the City under this contract.

CONFLICT OF INTEREST. Contractor warrants that no employee or officer of the City has violated the conflict of interest provisions of the City code regarding this contract. Contractor also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or officer of City, and that it will not do so as a condition of this contract. If the Contractor learns of any such conflict of interest, the Contractor shall without delay inform the City Attorney or City's representative for this contract.

APPENDIX C: ADDITIONAL PROVISIONS

OWNERSHIP OF DOCUMENTS. All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract are produced for hire and remain the sole property of the City and may be used by the City for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the City. Unless otherwise directed by the City, the Contractor may retain copies of all the materials.

IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.

INSURANCE. During the term of this contract and any renewals, the Contractor must maintain in full force and effect minimum insurance coverage as described herein. The Contractor shall provide evidence of coverage in the form of a certificate of insurance with a carrier or carriers satisfactory to the City covering injury to persons and/or property suffered by the City or a third party, as a result of operations under this contract by the Contractor or by any subcontractor. This coverage will also provide protection against injuries to all employees of the Contractor and the employees of any subcontractor engaged in work under this contract. The delivery to the City of a written 30-day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers providing coverage shall have an A.M. Best rating of at least an A-VII. The Contractor shall maintain in force at all times, during the performance of work under this contract, the following policies of insurance.

1. Workers Compensation Insurance

Contractor, if subject to the provisions of the Alaska Worker's Compensation Act (AS 23.30), will provide, City and the State of Alaska with proof, furnished by the insurance carrier, of current coverage for worker's compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certification of self-insurance by the Alaska Worker's Compensation Board. Contractor further acknowledges and agrees that in the event it fails to maintain proper Worker's Compensation coverage, the state will implement the provisions of AS 23.30.045 (c) and City, at its option, may terminate this agreement for cause without liability. The coverage shall include Employer's Liability Protection in the amount of \$100,000 per accident, \$500,000 policy limit, \$100,000 each employee.

2. Commercial General Liability Insurance

Such insurance shall cover all operations by, or on behalf of, the Contractor providing insurance for bodily injury and property damage liability including coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The City shall be named as an "Additional Insured" under all liability coverage listed below. The minimum limits of liability shall be:

- \$1,000,000 each occurrence for General Liability and Products/Completed Operations
- \$1,000,000 for Personal Injury/Advertising Liability
- \$2,000,000 Aggregate for Products-Completed Operations
- \$2,000,000 General Aggregate

3. Business Automobile Insurance

\$1,000,000 per accident combined single limit covering owned, non-owned and hired automobiles.

4. Aviation Insurance

If either owned or chartered, hired or leased Aircraft (Fixed Wing or Helicopters) are to be used by the prime Contractor or any subcontractors, Aviation Liability for Owned/ Non-owned Aircraft is required at liability limits of \$1,000,000 with a per seat limit of \$165,000. The City and Borough of Juneau shall be named as an additional insured as their interests may appear.