

**STATE OF ALASKA ITB NUMBER 2518S060**  
**AMENDMENT NUMBER FOUR**  
**AMENDMENT ISSUING OFFICE:**



Department of Transportation & Public Facilities  
Statewide Contracting & Procurement  
P.O. Box 112500  
(3132 Channel Drive, Room 310)  
Juneau, Alaska 99811-2500

**THIS IS NOT AN ORDER**

**DATE AMENDMENT ISSUED: February 28, 2018**

**ITB TITLE:**  
**TOW THE CHENEGA FROM TACOMA, WA TO KETCHIKAN, AK**

**ITB SUBMISSION DEADLINE: March 6, 2018 at 2:00PM Prevailing Alaska Time.**

**This is a mandatory return Amendment.** *Your bid may be considered non-responsive if this signed amendment is not received [in addition to your bid packet] by the date and time proposals are due.*

**State Signature**

Signature: \_\_\_\_\_

*Tom Mayer*

Date: \_\_\_\_\_

*2/28/18*

Name: Tom Mayer, Procurement Specialist III

**Vendor Signature**

Business Name: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Please be advised the following change is hereby incorporated into this Invitation to Bid:

**Change 1: Delete the Insurance section in its entirety and replace with the following:**

**INSURANCE:** Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

**Proof of insurance is required for the following:**

1. Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
2. Commercial General Liability Insurance: Covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
3. Commercial Automobile Liability Insurance: Covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

In addition to providing evidence of insurance coverage in compliance in accordance with Appendix B1, attached and defined above, the contractor shall also have in place the following additional coverage.

4. The contractor shall provide and maintain P&I coverage with a Towing Liability Endorsement coverage of \$25M.
5. The contractor shall provide and maintain a Marine Hull and Machinery policy with a coverage limit of \$10mil or the market value of the vessel.
6. The contractor shall provide and maintain a Marine Pollution Liability policy with a coverage limit of \$5mil.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

The state's failure to detect an error in the proffered proof of insurance does not relieve Contractor of its obligation to procure satisfactory insurance or to comply with other contract requirements.