

## Addendum Cover Page

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<b>Proposal Descr:</b>	KTN WOLFE POINT SLOPE STABILITY IMPROVEMENTS CMGC		
<b>Program Number:</b>	SFHWY00432CMGC	<b>Addendum No.:</b>	02
<b>Federal Number:</b>	0920032	<b>Date Issued:</b>	July 27, 2022
<b>Letting Date/Time:</b>	08/12/2022 4:00 PM	<b>Number of Pages:</b>	3
<b>Previous Addenda Issued:</b>			
<b>No.:</b>	ADD01	<b>Date Issued:</b>	July 22, 2022
		<b>Issuing Officer:</b>	D. Lance Mearig, P.E. - Southcoast Region Director
		<b>Email:</b>	srdotpfcontracts@alaska.gov
		<b>Address:</b>	Department of Transportation & Public Facilities 6860 Glacier Highway Juneau, AK, 99801

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Bidders are required to acknowledge receipt of this addendum prior to the hour and date set for the bid letting by one of the following methods:

- (a) By acknowledging receipt of this addendum on the bid submitted.
- (b) By fax or email, listed above, which includes a reference to the project and addendum number.

The bid documents require acknowledgement individually of all addenda to the drawings and/or specifications. This is a mandatory requirement and any bid received without acknowledgement of receipt of addenda may be classified as not being a responsive bid. If, by virtue of this addendum it is desired to modify a bid already submitted, such modification may be made by fax or email, provided such a fax or email, makes reference to this addendum and is received prior to the opening hour and date specified above. In the event of a bid delay, bidders submitting an electronic bid that have already submitted their bid prior to the bid delay must resubmit their bid utilizing all Bid Forms EBSX Files or their bid will not be received.

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THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Transportation  
and Public Facilities

SOUTHCOST REGION  
Contracts Office

6860 Glacier Highway  
P.O. Box 112506  
Juneau, Alaska 99801-2506  
Main: (907) 465-4420  
Toll free: (800) 575-4540  
Fax: (907) 465-4238  
TTY-TDD: (800) 770-8973

July 27, 2022

RE: ADDENDUM NO. 2 TO REQUEST  
FOR PROPOSALS (RFP) PACKAGE:

25233002  
SFHWY00432; Ketchikan Wolfe Point Slope Stability Improvement- CMGC Services

Email to: All RFP recipients on record.

The RFP Package is hereby clarified or changed as follows:

1. The proposal due date remains unchanged.
2. **RFP Appendix D** (Form 25A269), Section D2.1.5, replaced "Professional Liability Insurance required for this Agreement is \$500,000.00" with "Professional Liability Insurance required for this Agreement is N/A" in the following updated form (25A269) identified as Addendum # 2, Attachment # 1.

All other terms and conditions remain the same.

END OF ADDENDUM

We appreciate your participation in this solicitation.

You can download this addendum from the following website: [www.bidx.com](http://www.bidx.com)

**Bidders are required to acknowledge this addendum on the proposal form or by FAX prior to the bid opening.**

Sincerely,

A handwritten signature in blue ink, reading "Eric Verrelli".

Eric Verrelli  
Chief of Contracts

# INDEMNIFICATION AND INSURANCE

## Appendix D in Professional Services Agreements

IRIS Program No: SFHWY00432  
Federal Project No: 0092032  
Date Prepared: 05/09/2019

CONTRACTOR shall include the provisions of this form in all subcontracts that exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

### ARTICLE D1 INDEMNIFICATION

D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CONTRACTOR" and "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.

D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.

D1.3 The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

### ARTICLE D2 INSURANCE

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all times for the duration of this Agreement, plus one year

following the date of final payment, 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 CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.

D2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the State of Alaska.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence, covering all business premises and operations used by the Contractor in the performance of services under this agreement. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have **minimum** coverage of \$300,000 combined single limit per occurrence covering all vehicles used by the Contractor in the performance of services under this agreement.

D2.1.4 Professional Liability (E&O) Insurance: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

**MINIMUM LIMITS OF E&O INSURANCE**

Contract Amount	Combined Single Limit, Per Occurrence & Annual Aggregate
Under \$25,000	As Available
\$25,000 to \$100,000	\$300,000
\$100,000 to \$499,999	\$500,000
\$500,000 to \$999,000	\$1,000,000
\$1,000,000 and over	Negotiable

D2.1.5 Professional Liability Insurance required for this

Agreement is

N/A

**ARTICLE D3****MODIFICATION OF INSURANCE REQUIREMENTS**

(Article D3 is completed only when some of the standard insurance coverages are not applicable.)

**CONTRACTOR RELATED MODIFICATIONS**

- D3.1 ☐ **Workers Compensation Insurance** is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.
- D3.2 ☐ **Comprehensive or Commercial General Liability Insurance** is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.
- D3.3 ☐ **Comprehensive Automobile Liability Insurance** is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.

**PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE**

***When services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required.***

(E&O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)

- D3.4 ☐ **Professional Liability (E&O) Insurance** is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.
- D3.5 ☐ **Professional Liability (E&O) Insurance** is not required because this Agreement is for one of the following applicable (*checked*) services for which E&O coverage is not needed:
- ☐ Right-of-Way Fee Appraisals
  - ☐ Photogrammetric Mapping Services
  - ☐ Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.

**OTHER BASIS FOR MODIFICATIONS**

(Requires written concurrence from Division of Risk Management)

- D3.6 ☐ Attached Exhibit D-1 identifies and provides justification for insurance modifications.

Above *checked* modifications of the insurance requirements specified in Article D2 are hereby approved:

**CONTRACTING OFFICER**

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

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

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

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