

STATE OF ALASKA ITB NUMBER 2526H098
MANDATORY AMENDMENT NUMBER 1

RETURN THIS AMENDMENT TO THE ISSUING OFFICE AT:



Department of Transportation & Public Facilities
Program Management & Administrative Services

P.O. BOX 112500
(3132 Channel Drive, Room 350)
Juneau, Alaska 99811-2500

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 8-25-2026

ITB TITLE: 2526H098

ITB OPENING DATE AND TIME: September 1, 2026 @ 2:00PM AKST

The following changes/additions are required:

1. This amendment serves to update and replace in its entirety Section 2.25 Insurance as well as the Attachment 4- B1 Indemnity and Insurance with the new Appendix B1 issued 8-21-2026.

For your bid to be considered responsive this amendment, in addition to your original bid, must be received by the issuing office of the Division of Program Management & Administrative Services prior to the time set for the bid opening.

Kaiden Ward
Procurement Officer
PHONE: (907) 465-8446

NAME OF COMPANY

SIGNATURE

DATE

FOR STATE USE ONLY - THIS AMENDMENT COVERS PR#

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APPENDIX B1 - INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the State of Alaska from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the State of Alaska for a claim for, or liability for, the independent negligence of the State of Alaska. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the State of Alaska, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "State of Alaska", as used within this and the following 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 State of Alaska's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. Insurance

Without limiting the contractor's indemnification, it is agreed that the 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 of Alaska 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. If the insurer does not notify the State of Alaska on policy cancellation it shall be the contractor's responsibility to notify the State of Alaska of such cancellation.

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. All policies for general liability shall be primary and non-contributing with any insurance that may be carried by the State of Alaska.

The contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and contractor shall ensure that the State is an additional insured on insurance required from subcontractors.

Policies written on a "claims-made" basis must have a two (2) year tail of coverage, or an unbroken continuation of coverage for two (2) years from the completion of the contract requirements.

2.1 Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and Employers Liability with limits of at least \$1,000,000. Also, where applicable, the contractor shall provide and maintain 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 of Alaska.

2.2 Commercial General Liability Insurance including:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Per occurrence Pollution Liability coverage covering all AMHS marine terminals, shipyards, and vessel car-deck delivery locations.

\$1,000,000 Each Occurrence

\$ 5,000 Medical Payments

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The policy must name the State of Alaska as an “additional insured” and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim, to include: owned, hired, and non-owned. The policy must name the State of Alaska as an “additional insured” and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance.

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 \$1,000,000 per occurrence / \$2,000,000 aggregate. Also, with minimum Pollution Liability coverage of \$1,000,000 per occurrence covering all AMHS marine terminals, shipyards, and vessel car-deck delivery locations.

2.4 Endorsement: The Vendor must list the State of Alaska as an Additional Insured party.