MUNICIPALITY OF ANCHORAGE PURCHASING DEPARTMENT

PHONE (907) 343-4590 P.O. Box 196650 ANCHORAGE, ALASKA 99519-6650

Issue DateTime and Date of OpeningBuyerBuyer Phone Number2/8/239:30 A.M. Alaska Time, February 28, 2023Vanisha Wyche907-343-4590

ADDENDUM No. 1

TO INVITATION TO BID No. 2023B014 DATE ISSUED: February 21, 2023

TITLE: 2023B014 – Provide Traffic Control Devices to the Municipality of Anchorage, Anchorage Water and Wastewater Utility (AWWU)

The following changes and/or additions are hereby made to subject Invitation to Bid:

- 1. **Replace** Insurance Requirements page 9 with the attached page **9R**, identified as Addendum No. 1, dated February 21, 2023
- 2. Incorporate Questions & Answers, identified as Addendum No. 1, dated February 21, 2023.

All other terms, conditions, and specifications remain unchanged.

An electronic (.pdf) copy of the Invitation to Bid is available at MOA, Purchasing Department's website; (<u>http://www.muni.org/Departments/purchasing/Pages/bidding.aspx</u>). <u>It is your responsibility</u> to periodically check the website for any addenda.

ANY QUESTIONS REGARDING ADDENDUM #1, MUST BE SUBMITTED IN WRITING TO <u>WWPUR@MUNI.ORG</u> BY 12:00 P.M., ALASKA TIME, February 21, 2023. Please reference the Project Title and Invitation to Bid Number.

THIS ADDENDUM MUST BE ACKNOWLEDGED IN SPACE PROVIDED ON BID PROPOSAL SHEET OR SIGNED AND RETURNED TO PURCHASING PRIOR TO TIME SET FOR BID OPENING IN ACCORDANCE WITH ANCHORAGE MUNICIPAL CODE 7.20.020C.

The MOA reserves the right to accept or reject bids. Prices bid must be F.O.B. Destination. The MOA is exempt from Federal Excise Tax. Bids must be submitted to the Purchasing Department prior to time set for opening. Any bids not received by the Purchasing Department prior to that time will not be considered and will be returned. Time of receipt of bids will be as determined by the time stamp in the Purchasing Department, 632 W. 6th Avenue, Suite 520.

Please ACKNOWLEDGE AND RETURN THIS ADDENDUM PRIOR TO THE DATE AND TIME SHOWN ABOVE OR YOUR BID MAY BE REJECTED.

MUNICIPALITY OF ANCHORAGE

Authorized Representative Signature

Date

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Nikki Martindale Deputy Purchasing Director

Printed Name

Printed Vendor Name

ITB #2023B014 Addendum #1, dated February 21, 2023

1. <u>Question:</u> There is a new insurance requirement in the ITB. It is asking for Professional Liability Insurance. I have contacted numerous brokers and this insurance is not something that is used in the Traffic Control / Flagging industry. Can you explain why this requirement has been added? It hasn't been in any prior ITBs for Traffic Control.

ANSWER: Professional Liability Insurance is not required and has been removed from Insurance requirements.

Addendum #1 dated February 21, 2023

INSURANCE

Page 9R

By submitting a bid, the bidder agrees, if they are the successful bidder, to obtain and maintain the insurance required by this section. The bidder also agrees to provide the Municipality a copy of their Certificate of Liability Insurance prior to signing the contract and prior to commencement of any work under this contract.

<u>GENERAL</u>: The Contractor will not allow any subcontractor to commence work until the subcontractor has obtained insurance as listed in this section. The contractor and each subcontractor will maintain this insurance throughout the life of this contract, including any maintenance and/or guarantee/warranty period. The contractor will obtain separate insurance certificates for each contract.

<u>ADDITIONAL INSURED</u>: The Municipality of Anchorage will be listed as an additional insured on all General and Auto Liability policies required by this contract. All policies will contain a waiver of subrogation against the Municipality, except Professional Liability. All policies will remain in effect during the life of the contract. The Contractors insurance certificate will also indicate the Municipality of Anchorage as a certificate holder of the policy.

WORKERS COMPENSATION: The Contractor will purchase and maintain during the life of this contract, workers compensation insurance for all employees who will work on this project and, if any work is sublet, the Contractor will require the subcontractor similarly to provide such insurance. Employers' Liability with a minimum limit of \$500,000 will be maintained and Workers Compensation with minimum limits as required by Alaska State Workers Compensation Statutes. The policy will contain a waiver of subrogation against the Municipality.

NOTICE TO "OUT-OF-STATE" CONTRACTORS WORKING IN ALASKA: The Contractor will provide evidence of Workers Compensation insurance, either State of Alaska Workers Compensation coverage or an endorsement to the Contractor's home state Workers Compensation policy, evidencing coverage for "other states" including Alaska, prior to execution of a contract or, if approved, before commencement of contract performance in Alaska.

<u>GENERAL LIABILITY</u>: The Contractor will purchase and maintain, in force, during the life of this contract such general liability insurance as will protect the Owner and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages which may arise from any operations under this contract whether such operations be those of the Contractor, a subcontractor or anyone directly or indirectly employed by either of them.

Commercial General Liability	Minimum Limits
Products/Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Medical Payments	\$5,000
Commercial Auto Liability	Minimum Limits
Combined single limit (Bodily Injury and Property	\$1,000,000
Damage)	
Including all owned, hired, and non-owned	
Workers Compensation and Employers Liability	Minimum Limits
Per Alaska statute	\$500,000
Errors and Omissions	Minimum Limits
Professional Liability	
(Not required unless limits appear in space provided)	
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<u>Umbrella Liability</u>	Minimum Limits
(Not required unless limits appear in space provided)	
\$\$.I.R.	

Each insurance policy required by this section will require the insurer to give advance notice to the MOA/Contract Administrator prior to the cancellation of the policy. IF the insurer does not notify the MOA upon policy cancellation, it will be the Contractor's responsibility to notify the MOA of such cancellation.