



June 27, 2024

KENAITZE  
INDIAN  
TRIBE

KENAITZE INDIAN TRIBE  
REQUEST FOR PROPOSALS  
FOR  
CONSULTING ENGINEER SERVICES  
JUNE 21, 2024

**ADDENDUM NO. 1**

**This addendum consists of 2 pages**

The following corrections, changes, additions, deletions, revisions, and/or clarifications are hereby made a part of this Request for Proposal (RFP). Any costs associated with the corrections, changes, additions, deletions, revisions, and/or clarifications shall be included in the final bid costs. In case of conflicts between this addendum and previously issued documents, this addendum shall take precedence. **All Kenaitze Indian Tribe addendums must be identified in the proposal.**

Regarding the sample agreement

Section 7.03 Insurance references Exhibit C, Attached

Section 7.08 Indemnification by the Engineer alternate option. The Tribe will consider this option.

*7.08 Indemnification by Engineer. To the fullest extent permitted by law, Engineer shall indemnify, defend and hold harmless and hereby releases Owner, and Owner's council members, officers, agents, consultants, and employees from and against any and all suits, claims, costs, losses, liabilities, fines, penalties, actions and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) ~~to the extent caused by arising out of or relating to arising out of~~ or relating to the Projects, provided that any such claim, cost, loss, or damage is attributable in whole or in part to Engineer's negligent performance of services under this Agreement. ~~For claims involving professional liability, Engineer's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of Engineer's actual liability obligation hereunder.~~*

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## Exhibit C – Insurance

Engineer shall, at its sole cost and expense, maintain the following insurance coverages until the termination of this Agreement:

1. Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence, Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.
2. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Engineer with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.
3. Workers' Compensation at statutory limits.
4. Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) in the aggregate.
5. Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) each occurrence, Four Million Dollars (\$4,000,000) in the aggregate.
6. An Umbrella Insurance Policy providing at least Four Million Dollars (\$4,000,000) in coverage limits.