

## **INSURANCE REQUIREMENTS.**

Consultant has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to CBJ, copies of which are attached to this Appendix. Failure of CBJ to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from certificate(s) or evidence provided shall not be construed as a waiver of the obligation of Consultant to maintain the insurance required by this contract. Consultant agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

**Commercial General Liability Insurance.** Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. This insurance policy is to contain, or be endorsed to contain, additional insured status for CBJ, its officers, officials, employees, and volunteers. If Additional insured status is provided in the form of an endorsement to Consultant's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Workers Compensation Insurance.** If required by Alaska Statute (see AS 23.30), Consultant must maintain Workers Compensation Insurance to protect Consultant from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to Consultant's firm, Consultant's subconsultants and assignees, and anyone directly or indirectly employed to perform work under this contract. Consultant must notify CBJ as well as the State of Alaska Division of Workers Compensation immediately when changes in Consultant's business operation affect Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one million dollars (\$1,000,000.00) per injury and illness, and one million dollars (\$1,000,000.00) policy limits. Consultant also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. If Consultant is exempt from Alaska Statutory Requirements, Consultant must provide written confirmation of this status in order for CBJ to waive this requirement. Consultant grants a waiver of any right to subrogation against CBJ by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not CBJ has received a waiver of subrogation endorsement from the insurer.

**Comprehensive Automobile Liability Insurance.** Consultant must maintain Comprehensive Automobile Liability Insurance, which coverage shall apply to all owned, hired, and non-owned vehicles, with one million dollars (\$1,000,000.00) combined single limit coverage. This insurance policy is to contain, or be endorsed to contain, additional insured status for CBJ, its officers, officials, employees, and volunteers. For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Professional Liability Insurance.** (Errors and Omissions): Contractor must maintain Professional liability Insurance in accordance with the Contractor's profession, with limits no less than one million dollars (\$1,000,000) per occurrence or claim, one million dollars (\$1,000,000) aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

**Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Waiver of Subrogation.** Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

**Contractor acknowledges requirements for insurance coverage and must provide a Certificate of Insurance, along with all required amendatory policy endorsements, within five (5) working days of notice of Intent to Award.**



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