

ATTACHMENT D: INSURANCE REQUIREMENTS

A. Insurance

1. Without limiting City's and Contractor's indemnification, it is agreed that the City and Contractor shall purchase at their 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 policy contains higher limits, the City shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Owner prior to beginning work and must provide for a thirty (30) day prior notice of cancellation, nonrenewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Agreement and/or contractor's services.
2. Comprehensive (Commercial) General Liability Insurance. The Contractor shall maintain general liability insurance limits of \$1,000,000.00 and name the City and State of Alaska as an additional insured. With coverage limits not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
3. Worker's Compensation Insurance. The Contractor shall provide and maintain, for all employees and subcontractors engaged in work under this contract, Worker's Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaged in work and employer's liability protection is not less than \$100,000.00 per occurrence. Where applicable, coverage for all federal acts (i.e., USL &H and Jones Acts) must also be included.
4. Comprehensive Automobile Liability Insurance. Covering all owned, hired, and non-owned vehicles with coverage limits not less than \$500,000.00 per person/\$1,000,000.00 per occurrence bodily injury and \$50,000.00 property damage.
5. Professional Liability Insurance. Covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

<u>Contract Amount</u>		<u>Minimum Required Limits</u>
Under \$100,000	\$100,000 per occurrence/\$300,000 annual aggregate	
\$100,000-\$499,999	\$500,000 per occurrence/\$1,000,000 annual aggregate	
\$500,000-\$999,999	\$1,000,000 per occurrence/\$2,000,000 annual aggregate	
\$1,000,000 or over	\$2,000,000 per occurrence/\$5,000,000 annual aggregate	
6. The Contractor shall provide a Certificate of Insurance naming the City and USDOT as additional insured, as follows:

City of Saint Paul
PO Box 901
Saint Paul Island, AK 99660

US Department of Transportation, FHWA
1200 New Jersey Ave., SE
Washington, DC 20590