

# INDEMNITY AND INSURANCE PROVISIONS

## APPENDIX E

Agreement No: AAC-18-009 Date

Prepared: 7/14/17

### Article E1 - Indemnification:

Contractor shall indemnify, defend with counsel of AAC's choice and hold harmless AAC, its officers, agents, and employees from all liability, including reasonable costs and expenses, for all actions or claims resulting from injury or death to any person or damages sustained by any person or property arising directly or indirectly as a result of any breach of this Agreement or negligent or wrongful act of Contractor or its subcontractors, or anyone directly or indirectly employed by either of them, in the performance of this Agreement.

All actions or claims including costs and expenses resulting from injury or death to any person or damages sustained by any person or property arising directly or indirectly from Contractor's performance of this Agreement which are caused by the joint negligence of AAC and Contractor shall be apportioned on a comparative fault basis.

### Article E2 - Insurance

Without limiting Contractor's indemnification, it is agreed that 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 which shall name AAC as an insured and contain an appropriate waiver of subrogation in favor of AAC. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If Contractor's policy contains higher limits, AAC shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to AAC prior to beginning work and must provide for a 30-day prior notice to AAC of cancellation, nonrenewal or material change. Failure to furnish satisfactory evidence of insurance or any lapse of the policy is a material breach and grounds for termination of this Agreement.

### Article E3 - Worker's Compensation Insurance

For all employees of Contractor engaged in work under this Agreement, Worker's Compensation insurance as required by AS 23.30.045. Contractor shall be responsible for Workers' Compensation insurance for any subcontractor who directly or indirectly provides service under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts ( i.e. U.S.L.&H and Jones Acts) must also be included.

### Article E4 - Comprehensive (Commercial) General Liability

Is required with coverage limits not less than \$ 1,000,000 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.

### Article E5 - Comprehensive Automobile Liability

Covering all owned, hired and non-owned vehicles with coverage limits not less than \$ 300,000 per person/ \$500,000 per occurrence bodily injury and \$50,000 property damage.

### Article E6 – Professional Liability Insurance

Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to AAC. A \$2,000,000 limit is required.