

## INDEMNIFICATION AND INSURANCE

Offeror shall indemnify, defend, and hold harmless the contracting agency from and against any claim of, or liability for, negligent acts, errors, and omissions of the offeror under this agreement. The offeror is not required to indemnify, defend, or hold harmless the contracting agency for a claim of, or liability for, the independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or omission of the offeror and the contracting agency, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "offeror" and "contracting agency" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the consultant, or in approving or accepting the offeror's work.

Offeror shall purchase at its own expense and maintain in force at all times for the duration of this agreement, plus two years following the date of final payment the following policies of insurance. Professional Liability insurance shall be maintained for an additional 10 years. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the consultant's policy contains higher limits, the Contracting Agency shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the Contracting Agency, listing the Alaska Court System as a "additional insured," on the commercial general liability and automobile liability insurance. Certificates must provide for a 30-day prior notice to the Contracting Agency of cancellation or reduction in any limits of liability. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the Offeror's services and may preclude other agreements between the Offeror and the Contracting Agency.

The policies of insurance required for this Contract include:

- a. Worker's compensation insurance for Offeror and its Subconsultants.
- b. Comprehensive or commercial general liability insurance
- c. Comprehensive automobile liability insurance
- d. Professional liability insurance

Reference the Professional Services Agreement for additional information on insurance requirements, coverage and minimum limits. The Offeror shall include the insurance provisions described in the Contract in all subcontracts which exceed \$25,000 and shall ensure all Subconsultants compliance with such provisions.

**END OF SECTION**