



City and Borough of Juneau  
Human Resources and Risk Management  
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December 21, 2016

To: Insurance Brokers, Agents and other Contractor Representatives

From: Jennifer Mannix, Risk Management Officer

RE: City and Borough of Juneau (CBJ) Contractual Insurance Requirements

For many years, the City and Borough of Juneau's (CBJ) contractual insurance requirements have included naming the CBJ as "additional insured" on liability policies. Also, some contracts require a waiver of subrogation against CBJ for workers compensation coverage.

As of January 2, 2017, CBJ will require copies of insurance policy endorsements in addition to certificates of insurance (COI) indicating proper coverage. A COI without appropriate endorsements will not be sufficient to demonstrate that the required insurance coverage is in place.

I anticipate that this change might initially take a little more time and attention by insurance brokers, agents and other contractor representatives, as well as CBJ staff to fully implement. In an attempt to make this transition smooth, I am sending out this letter with additional information that should be helpful.

Attached is a copy of Appendix C - Insurance from the CBJ's standard professional services contract. The language and form may vary slightly depending on the contract's scope of work, but these are the most common insurance requirements in CBJ contracts.

For companies that work with CBJ on various contracts throughout the year, I recommend providing a COI and blanket endorsement that names CBJ as additional insured for "any and all work performed." The same would apply if a waiver of subrogation is required. This would allow for a broker to submit one certificate of insurance (with applicable endorsements) each year, and then new COIs and endorsements when policies are renewed. This COI and endorsement can be emailed or mailed to CBJ Risk Management at [risk\\_management@juneau.org](mailto:risk_management@juneau.org) or the mailing address noted at the top of this page.

I am hoping that by providing this letter and clearly communicating the CBJ's needs regarding our insurance requirements, we can more efficiently obtain the documentation we need when contracts are being negotiated and executed.

Thank you for your ongoing cooperation regarding all things insurance and happy holidays!

Sincerely,

Jennifer Mannix  
Risk Management Officer

## APPENDIX C: INSURANCE

**INSURANCE REQUIREMENTS.** The Contractor 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 the City and Borough of Juneau, attached as Attachment \_\_\_\_\_. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract.

Contractor 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.** The Contractor must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Contractor. This amount must be at least \$1,000,000 per **occurrence**, and \$2,000,000 aggregate. **This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to the Contractor'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* Alaska Statute 23.30), the Contractor must maintain Workers Compensation Insurance to protect the Contractor 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 the Contractor's firm, the Contractor's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Contractor must notify the City as well as the State Division of Workers Compensation immediately when changes in the Contractor's business operation affect the Contractor's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of \$100,000 per injury and illness, and \$500,000 policy limits. Contractor also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If the Contractor is exempt from Alaska Statutory Requirements, the Contractor must provide written confirmation of this status in order for the CBJ to waive this requirement. The Contractor grants a waiver of any right to subrogation against the CBJ by virtue of the payment of any loss under such insurance.** This provision applies regardless of whether or not the CBJ has received a waiver of subrogation endorsement from the insurer.

**Comprehensive Automobile Liability Insurance.** The coverage shall include all owned, hired, and non-owned vehicles \$1,000,000 combined single limit coverage.