

**Port of Port Arthur Navigation District
CONTRACTOR INSURANCE REQUIREMENTS**

A. In General

The Contractor shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The Contractor shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract. The Contractor shall remain fully liable for all deductibles and amounts in excess for the coverage actually realized.

1. Commercial General Liability Insurance

The Contractor shall provide and maintain Commercial General Liability Insurance insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General Liability (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the specific written approval of the Owner.

If Commercial General Liability Insurance of other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the project, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance. The coverage shall be primary and non-contributory. General Aggregate limit applies per Project for construction projects.

The Port of Port Arthur Navigation District shall be named as an Additional Insurance under the Commercial General Liability policy of insurance per standard ISO endorsement forms 2010 (07/04) for ongoing operations and 3027 (07/040) for products/completed operations, or their equivalent.

The Contractor shall have his insuring company waive all rights of subrogation against Port of Port Arthur per standard ISO form CG 2404 or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy
Name of Insured:	Contractor
Additional Insured Parties:	Port of Port Arthur Navigation District Aggregate per Project Endorsement

2. Owner’s & Contractors Protective Liability

The contractor shall purchase and maintain at their own expense, Owner’s & Contractors Protective Liability coverage naming the Port, it’s officers, agents and employees as insured in the same amount and coverage as provided for in the contractors Commercial General Liability Policy.

3. Automobile Liability Insurance

The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles (Symbols 1 or 2, 8 and 9) used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence
Policy Period:	Annual Policy
Name Insured:	Contractor

- a) Contractor shall have his insuring company provide a Waiver of Subrogation in favor of Port of Port Arthur per standard ISO form or the equivalent.

4. Workers’ Compensation and Employer’s Liability Insurance

The Contractor shall provide Worker’s Compensation Insurance sufficient to meet its statutory obligation to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death).

Policy Period: Annual Policy
Name Insured: Contractor

- a) The Contractor shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee.

Scope of Coverage: Non-Profit Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 bodily injury by accident
\$1,000,000 bodily injury by disease
\$1,000,000 policy limit
Policy Period: Annual Policy
Named Insured: Contractor

- b) The Contractor shall provide Longshore & Harbor Workers coverage if any employees are determined to be eligible benefits.
- c) The Contractor shall have his insuring company waive all right of subrogation against Port of Port Arthur per standard form WC 420304 A or equivalent.

5. Marine Operations

If any operations involves the use of any form of watercraft, additional coverage may be required of Contractors as follows:

- a) In the even the User is required to provide coverage pursuant to this section such insurance on waterborne vessels shall comply with the following requirements.
- 1) If the User uses a chartered waterborne vessel in the operations hereunder, the User shall provide Certificates of Insurance evidencing that the User has procured Charter's Legal Liability Insurance, including full Maritime Employers Liability and Collision and Tower's Liability, covering bodily injury and property damage with a combined single limit of at least \$1,000,000 or the value of the vessel, whichever is greater;
 - 2) If the User uses an owned waterborne vessel in the operations hereunder, the User shall provide Certificates of Insurance evidencing that the User has procured Hull and Machinery Insurance, including full Collision and Tower's Liability and protection and Indemnity Insurance (including crew) covering bodily injury and property damage, each with a combined single limit of at least \$1,000,000 or

the value of the vessel, whichever is greater.

- 3) Port of Port Arthur will be named additional insured and right of subrogation will be waived in favor of Port of Port Arthur by endorsement acceptable to the Port risk manager.

6. Umbrella/Excess Liability

The Contractor shall provide Umbrella/Excess Liability insurance limits as follows:

For contract amount under \$5,000,000; At least \$5,000,000 limit

For contract amount from \$5,000,000 to \$25,000,000; At least \$10,000,000 limit

For contract amount from over \$25,000,000 to \$50,000,000; At least \$50,000,000 limit

For contract amount over \$50,000,000; At least \$50,000,000 limit

- a) Port of Port Arthur shall be named as additional insured and the insuring carrier shall waive their rights of subrogation in favor of Port of Port Arthur.

7. Port of Port Arthur Navigation District-Owned Property:

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain property insurance (Builder's Risk) upon the work at the site to the full insurable value. The insurance shall include the interests of the Owner, Owner's Designated Representative, Contractor, and Subcontractors of any tier. Coverage shall be written on forms to include fire, extended coverage and special form including theft. Contractor is responsible for the deductible for any claim made against the policy. A separate certificate of insurance evidencing the coverage required herein shall be provided to the Owner.

8. Installation Floater Insurance

The Contractor shall provide and maintain Installation Floater Insurance insuring against damage or destruction of the materials or equipment in transit to, or stored on or off the Project Site which is to be used in the Work. A separate certificate of insurance evidencing the coverage required herein shall be provided to the Owner.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	TBD
Policy Period:	Effective until final completion of the Project
Named Insured:	Contractor
Additional Insured Parties:	Port of Port Arthur

9. Pollution Liability Insurance

The Contractor shall provide and maintain first party cleanup and third party liability for all pollutants involved in their operations. Limits will be specified by Port risk management based on scope of the project. Port of Port Arthur is to be named additional named insured to this coverage.

10. Professional Liability Insurance

The Contractor shall provide and maintain professional liability insurance for any services that are deemed professional in nature. Limits will be specified by Port risk management based on scope of the project. Port of Port Arthur is to be named additional named insured to this coverage.

B. Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

C. Premiums, Deductibles and Self-Insured Retentions

The Contractor shall be responsible for payment of premiums for all of the insurance coverages required. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$25,000 in the Contractor insurance must be declared and approved in writing by Port of Port Arthur risk management.

D. Certificate of Insurance

The Contractor will deliver to the Port of Port Arthur Navigation District. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsement shall be attached to the certificates of insurance when submitted to the Port of Port Arthur.

E. Renewal Policies

The Contractor shall promptly deliver to the Pot of Port Arthur Navigation District a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be

delivered to the Owner not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

F. Cancellation and Modification of Insurance Coverages

The Contractor shall be responsible to immediately notify the Owner in writing of any changes or cancellations of its insurance, or may be found in breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

G. No Recourse

There shall be no recourse against Port of Port Arthur Navigation District for the payment of premiums or other amounts with respect to the insurance required from the Contractor.

H. Endorsements and Waivers

All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

- 1) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents should be primary and non-contributory.
- 2) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

I. Failure to Provide or Maintain Insurance Coverages

The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. The Owner may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the Owner in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.