

INSURANCE REQUIREMENTS

PROFESSIONAL and/or CONTRACTOR SERVICES CONTRACTS

Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work, the successful bidder will provide and maintain the following minimum levels of insurance at bidder's own expense. The cost of the required insurance shall be included in the bidder's bid price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term bidder shall include any Subcontractors and Sub-Subcontractors of every tier proposed to be used by the bidder to complete the work. Bidder shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with the requirements of this Bid Proposal, and any Contract Documents, and is approved by SJPC. If found to be non-compliant, SJPC may purchase the required insurance coverage(s) and the cost will be borne by the successful bidder receiving a contract through direct payment/reimbursement to SJPC, or SJPC may withhold payment to the said bidder for amounts owed to them.

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and have an A.M. Best Rating of at least "A-, Class VIII".
- b) Bidder shall not have a Self-Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If bidder's policy (-ies) has a Self-Insured Retention exceeding this amount, approval must be received from SJPC prior to starting work. In the event any policy includes an SIR, the bidder is solely responsible for payment within the SIR of their policy (-ies) and the Additional Insured requirements specified herein shall be provided within the SIR amount(s).
- c) All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:
 - i. The retroactive date must be on or prior to the start of work under the contract; and
 - ii. The successful bidder must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.
- d) The successful bidder's insurance carrier(s) shall agree to provide at least thirty (30) days prior written notice to SJPC in the event coverage is canceled or non-renewed and ten (10) days in the event of cancellation for non-payment of premium. In the event of cancellation or non-renewal of coverage(s), it is the said bidder's responsibility to replace coverage to comply with the contract requirements so there is no lapse of coverage for any time period.

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the successful bidder to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Successful bidder shall provide SJPC with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of work and thereafter upon renewal or replacement of each coverage. The successful bidder shall not begin any work until SJPC has reviewed and approved the Certificate of Insurance. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to SJPC.

Failure of SJPC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of SJPC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to SJPC with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- f) SJPC shall be added as ADDITIONAL INSURED on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations (using ISO Endorsements CG 2010 and CG 2037, or their equivalents) on a primary noncontributory basis. Coverage to include ongoing and completed operations. Each of the Additional Insured's respective officials, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

SJPC reserves the right to require Contractor to name other parties as additional insureds as required by SJPC.

There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named Insured"); all policies will provide for "cross liability coverage" as per standard ISO policy forms.

- g) Waiver of Rights of Subrogation: With the exception of Professional Liability, the successful bidder shall waive all rights of recovery against Owner/Client, SJPC, and all the additional insureds for loss or damage covered by any of the insurance maintained by the successful bidder.

- h) The amount of insurance provided in the required insurance coverages, shall not be construed to be a limitation of the liability on the part of the successful bidder.
- i) The carrying of insurance described shall in no way be interpreted as relieving the successful bidder of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability not described above which the successful bidder requires for its own protection, or on account of statute, shall be at its own expense.
- k) Successful bidder shall promptly notify SJPC and the appropriate insurance company (-ies) in writing of any accident(s) as well as any claim, suit or process received by the Contractor arising in the course of operations under the contract. The successful bidder shall forward such documents received to his insurance company (-ies), as soon as practicable, or as required by their insurance policy (-ies).

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies to meet the minimum limits set forth below:

Workers' Compensation and Employer's Liability:

Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
- c) Jones Act/Maritime Liability and USL&H Coverage, as applicable.
- d) Includes coverage for sole proprietors, partners, members or officers who will be performing the work.

Commercial General Liability:

Provided on ISO form CG 00 01 04 13 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$2,000,000
(3) Each Occurrence:	\$1,000,000

- (4) Personal and Advertising Injury: \$1,000,000
- b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
- c) The General Aggregate Limit must apply on a **Per Project basis**.
- d) Coverage for "Resulting Damage".
- e) No sexual abuse or molestation exclusion.
- f) No exclusion for marine based work.
- g) No amendment to the definition of an "Insured Contract".
- h) The definition of an "Insured Contract" must be amended to provide coverage for all work on or within 50 feet of a railroad, if applicable. A stand-alone Railroad Protective Liability policy may be required based on the scope of this project.

Automobile Liability:

- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand alone policy or endorsed onto the Commercial General Liability policy above
- b) Per Accident Combined Single Limit \$1,000,000
- c) For Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

Commercial Umbrella Liability:

- a) Policy(ies) to apply on a Following Form Basis of the following:
 - (1) Commercial General Liability,
 - (2) Automobile Liability, and
 - (3) Employers Liability Coverage.
- b) Minimum Limits of Liability

Occurrence Limit:	\$10,000,000
Aggregate Limit:	\$10,000,000

Watercraft Liability/Protection and Indemnity Liability:

- a) Provide coverage for bodily injury, property damage, personal and advertising injury arising out of any owned, leased, hired, or borrowed watercraft; and

- b) Minimum Limits of Liability:
 \$10,000,000 Per Occurrence
 \$10,000,000 Aggregate

Vessel Pollution Liability Insurance:

- a) Covering losses caused by pollution incidents that arise from the vessel(s) used in the operations of the successful bidder and /or their subcontractors of any tier.
- b) Minimum Limits of Liability:
 Occurrence Limit: \$10,000,000
 Aggregate Limit: \$10,000,000

Pollution Liability Insurance:

(IF DESIGNATED BY CONTRACTOR'S SCOPE OF WORK)

- c) Covering losses caused by pollution incidents that arise from the operations of the Contractor and /or their subcontractors of any tier.
- d) Minimum Limits of Liability:
 Occurrence Limit: \$1,000,000
 Aggregate Limit: \$1,000,000
- c) Insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work / final payment.
- d) No Exclusions for Silica, Asbestos or Lead.
- e) Include Mold Coverage for full policy limit of liability.
- f) Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. ("RCRA") or any related state or city environmental statute or the removal of any petroleum contaminated material at the project.
- g) All owned and / or 3rd Party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.

Professional Liability Insurance:

(IF DESIGNATED BY CONTRACTOR'S SCOPE OF WORK)

- a) Minimum Limits of Liability
 Per Claim Limit: \$2,000,000

Aggregate Limit: \$2,000,000

- b) The Definition of "Covered Services" shall include the services required in the scope of this contract.

Rigger's Liability Insurance: Not Applicable

(IF DESIGNATED BY CONTRACTOR'S SCOPE OF WORK)

- a) "All Risk" Replacement Cost Coverage
- b) No overload exclusion
- c) Minimum Occurrence Limit: \$1,000,000

Aircraft Liability and/or Unmanned Aircraft Systems (UAS, aka Drones): Not Applicable

(IF DESIGNATED BY CONTRACTOR'S SCOPE OF WORK)

- a) Provide coverage for bodily injury, property damage, personal and advertising injury arising out of any owned, leased, hired, or borrowed aircraft or UAS; and
- b) Minimum Limits of Liability:
\$10,000,000 Per Occurrence
\$10,000,000 Aggregate

NOTE: If UAS are covered by the General Liability policy instead of an Aviation Policy, coverage must be provided by CG 24 50 (or its equivalent) for "any aircraft used in the Insured's operations" for "any operations or projects of the Insured".

Owner's Contractor's Protective:

(IF DESIGNATED BY CONTRACTOR'S SCOPE OF WORK)

- a) The successful bidder shall obtain an Owner's and Contractor's Protective in the same limits as set forth in #2, Commercial General Liability, above. This policy shall be issued in the name of the SJPC.
- b) If you are providing ongoing and completed operations Additional Insured coverage for one of the following states, noted in "f" above (Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas) you are required to provide an Owner's Contractor's Protective as outlined in the preceding paragraph.

Owned, Leased, Rented or Borrowed Equipment:

(IF DESIGNATED BY CONTRACTOR'S SCOPE OF WORK)

Successful bidder shall maintain Property Coverage for:

- a) their owned, leased, rented or borrowed equipment, tools, trailers, etc.; and
- b) include a Waiver of Subrogation in favor of all Additional Insureds.

Installation Floater:

(IF DESIGNATED BY CONTRACTOR'S SCOPE OF WORK)

- a) Successful bidder shall provide coverage for damage to property in the course of installation or transit to the installation site.
- b) Coverage shall be equal to the full replacement cost of the equipment or materials being installed. Coverage shall also be provided for any ensuing loss of Business or Rental Income.
- c) Successful bidder must determine if the Installation Floater policy, if in place for this project, is adequate to protect the interests of Owner.
- d) Include a Waiver of Subrogation in favor of all Additional Insureds.

Builders Risk

(IF DESIGNATED BY CONTRACTOR'S SCOPE OF WORK)

The successful bidder must place a Builder's Risk policy to protect their interest and the interests of the said bidder for the work to be completed. The successful bidder must determine if the Builders Risk policy is adequate to protect the interests of the SJPC and all of the Additional Insureds listed above. The following are the requirements to be provided under the policy that the Port elects to place:

- a) Full Replacement Cost Coverage
- b) Permission to Occupy will be granted
- c) All Risk Coverage
- d) Business Income and Extra Expense

The Builder's Risk Policy will include the SJPC, as well as all other parties where required by written contract.

A Waiver of Subrogation will be provided in favor of the following even if their negligence causes the loss and regardless of the extent of their insurable interest in the covered property: the Port, Contractor, Subcontractor, Sub-Subcontractors and all other parties where required by written contract.