

GEORGIA PORTS AUTHORITY INSURANCE REQUIREMENTS

The contractor shall provide certificates of insurance in a form acceptable to the Georgia Ports Authority affirming the contractor has purchased insurance as required below. All such insurance shall be issued by an insurer or insurers licensed or authorized to transact insurance in the State of Georgia.

- (1) **Workers' Compensation and Employer's Liability** insurance covering all employees of the contractor and all of the employees of any subcontractor working under contract with the contractor. Such insurance shall be provided in accordance with all applicable federal and state laws, including United States Longshore and Harborworkers Act coverage where applicable. Employers Liability insurance limits shall not be less than \$500,000 for each accident and \$500,000 in aggregate for disease claims. ***Such insurance shall contain a waiver of subrogation endorsement in favor of the Georgia Ports Authority with respect to claims or losses insured by policy.*** If the contractor is not required to carry such insurance under the laws of the State of Georgia, and for that reason elects not to obtain such coverage, the contractor must sign an indemnity/hold harmless agreement.
- (2) **Automobile Liability** insurance covering any automobile used by the contractor or any subcontractor. The policy limit for automobile insurance shall be at least \$1,000,000 for all bodily injury and property damage arising from one occurrence, or, if the policy provides separate limits for bodily injury and property damage, at least \$1,000,000 for bodily injury and \$1,000,000 for property damage. The required limits may be provided by a single policy or by a combination of primary and excess policies. The policy or policies shall provide coverage at least as broad as that provided by the Business Automobile Insurance Policy promulgated by the Insurance Services Office.
- (3) **General Liability** insurance, including contractual liability coverage, covering the contractor or any subcontractor for bodily injury, personal and advertising injury and property damage claims which may result from operations under the contract. The policy limit under the general liability coverages shall be at least \$5,000,000 for all bodily injury, personal and advertising injury and property damage arising from one occurrence, or, if separate limits are provided, at least \$5,000,000 for bodily injury, \$5,000,000 for personal and advertising injury, and \$5,000,000 for property damage. The required limits may be provided by a single policy or by a combination of primary and excess policies. The policies shall provide protection at least as broad as that provided by the Commercial General Liability Policy promulgated by the Insurance Services Office, and shall be written on an occurrence basis only. ***The policy or policies must include contractual liability coverage, and this coverage must be evidenced on the insurance certificate. The policy or policies shall be endorsed to name the Georgia Ports Authority as an additional insured.*** All coverages shall be maintained continuously from the commencement of work under this contract until the date of final payment and acceptance of completed operation as defined in such contract.
- (4) Professional Errors and Omissions Liability insurance in an amount not less than \$1,000,000 arising from each claim and \$1,000,000 in the aggregate. If such insurance is provided on a claims-made basis, the vendor shall maintain the insurance for at least three years following the completion of work/service and acceptance of the work/service by the Owner.
- (5) If any boats, barges, ships or other watercraft are used in connection with the work to be performed under this contract, the contractor shall provide (a) Protection and Indemnity Insurance and (b) Hull Coverage with the running down clause covering such watercraft. The policy limit for the Protection and Indemnity Coverage shall be \$1,000,000 for each accident and shall include coverage for Jones Act/crew and for wreck removal. The Protection and Indemnity policy shall be endorsed to name the Georgia Ports Authority as an additional insured.

GEORGIA PORTS AUTHORITY INSURANCE REQUIREMENTS (continued)

- (6) (Property or Inland Marine Insurance shall be carried by and be the responsibility of the contractor as the contractor may deem advisable on any personal property, cargo, equipment, machinery, or any other property on Georgia Ports Authority property. Except as caused by its own negligence, the Georgia Ports Authority is not responsible for personal property, cargo, equipment, machinery, or any other property which is owned or leased by contractor or in the contractor's care, custody or control.
- (7) The insurance required herein shall be endorsed to provide that it is primary with respect to any insurance carried by the Georgia Ports Authority and no insurance coverage of the Georgia Ports Authority shall be called upon to contribute to the payment of any losses that would otherwise be paid by the contractor or covered or paid by the contractor's insurer.
- (8) Certificates of insurance shall be furnished to Georgia Ports Authority before the commencement of work or provision of products or services under the contract. Such certificates of insurance shall be in a form acceptable to Georgia Ports Authority and shall show the policies include all coverages and endorsements required herein. Updated certificates of insurance must be provided to the Georgia Ports Authority at every policy renewal.
- (9) The certificate of insurance should contain a provision whereby the insurer(s) issuing coverage is required to notify the Georgia Ports Authority Risk Management Department at least 30 days in advance of any cancellation or non-renewal of insurance noted on the certificate.