



## Port of Everett

### Small Works Under \$40,000 Insurance Requirements

- A. CONTRACTOR shall comply with the following conditions and procure and keep in force during the term of this Agreement, at CONTRACTOR's own cost and expense, the policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than VII, by A.M. Best Company and which are acceptable to the PORT.
1. Commercial General Liability Insurance on an Occurrence Basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: Bodily Injury Liability, Property Damage Liability (to include explosion, collapse and underground), Blanket Contractual Liability, Premises/Operations (including off-site operations), Broad Form Property Damage Liability, Products: Completed Operations Liability, Personal Injury Liability, Liability for Property of Others in the Care, Custody and Control of the CONTRACTOR. The PORT shall be named an insured under the CONTRACTOR'S Commercial General Liability insurance policy with respect to the Work performed for the PORT using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
    - a. If this project involves work on, near or over water, the Port reserves its right to require a Commercial General Liability (CGL) policy with the CGL Marine exclusion removed or a Marine General Liability policy with coverages as specified in Article.
    - b. If the Contractor utilizes drone(s) on-site, the Contractor shall provide evidence that the aircraft exclusion has been removed from the Commercial General Liability or shall provide a separate policy covering the use of drones in an amount not less than \$1,000,000 per occurrence.
  2. Comprehensive Automobile Liability in an amount not less than \$1,000,000 per occurrence covering all owned, non-owned, hired, and leased vehicles as well as employee vehicles utilized in performance of the Work or at the Work site shall be provided. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. The insurance policy shall be endorsed to provide contractual liability coverage.
  3. Vessel Liability: If CONTRACTOR or any subcontractor of any tier purposes to use watercraft as a part of this project, the following insurance will be required, unless waived in writing:
    - a. Vessel Protection and Indemnity Insurance (including Masters and members of the crew) with limits of liability not less than \$1,000,000 per occurrence. The Port of Everett shall be named by endorsement as an Additional Insured and a Waiver of Subrogation endorsement shall be provided.
    - b. Vessel Pollution Liability with limits of liability at least equal to the Protection and Indemnity limit of liability. The Port of Everett shall be named by endorsement as an Additional Insured and a Waiver of Subrogation endorsement shall be provided.
    - c. Hull & Machinery coverage equal to the actual cash value of the vessel.
  4. Worker's Compensation as required by Washington law and Employer's Liability Insurance (Stop Gap) with limits not less than \$1,000,000 per occurrence. If the PORT authorizes sublet work, the CONTRACTOR shall require each subcontractor to provide Worker's Compensation Insurance for its employees, unless the CONTRACTOR covers such employees.
  5. USL&H Insurance and Jones Act. This project may have situs and status and may require Workers' Compensation coverage for certain Federal acts (USL&H or Jones Act). Unless otherwise specified in the Supplementary Conditions, the CONTRACTOR has the sole responsibility for determining if these acts are applicable. If they are applicable, the CONTRACTOR has sole responsibility for procuring the appropriate coverage and providing evidence of such coverage to the PORT. Failure of the CONTRACTOR to procure either USL&H or Jones Act coverage shall at no time create liability on the part of the PORT. The CONTRACTOR shall bear all responsibility and shall indemnify and hold harmless the PORT for all liability, cost and damages.
  6. Contractor Pollution Liability may be required as noted in the Supplementary Conditions.
- B. The CONTRACTOR'S insurance coverage shall be primary insurance as respect to the PORT. Coverage in the amounts of these minimum limits shall not be construed as to relieve the CONTRACTOR from liability in excess of such limits. The Additional Insured Endorsement shall NOT be limited to the amounts specified by the Contract Documents unless expressly waived in writing by the PORT.
- C. CONTRACTOR certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington which requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. CONTRACTOR shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. CONTRACTOR shall provide the PORT with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.