

**LOUISIANA DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT**

REQUEST FOR PROPOSALS

TO ENGAGE IN A

COOPERATIVE ENDEAVOR FOR

PRIVATE FERRY OPERATIONS

**(Lower Algiers-to-Chalmette, Canal Street-to-Algiers Point,
and Gretna-to-Canal Street Ferry Service Lines
in Orleans, Jefferson, and St. Bernard Parishes)**

RFx # 30000001294

**APPENDIX B - EXAMPLE FERRY
COOPERATIVE ENDEAVOR
AGREEMENT**

**EXHIBIT A -
INDEMNIFICATION/INSURANCE**



SCHEDULE A

INSURANCE REQUIREMENTS FOR FERRY OPERATORS

The Ferry Operator shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Ferry Operator, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana and/or applicable LHWCA, Jones Act, or other maritime law. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$3,000,000 and a minimum general annual aggregate of \$6,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

4. **Wet Marine Hull & Protection and Indemnity (P&I)**

Wet Marine Hull, including towers and collision, and P&I insurance, including pollution liability, shall have a minimum combined single limit per occurrence of \$5,000,000. The American Institute of Marine Underwriters (AIMU) forms, or equivalent, are to be used in the policy form.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by DOTD. The Ferry Operator shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, Wet Marine Hull & P&I Coverages

- a. DOTD, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Ferry Operator. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to DOTD.
- b. The Ferry Operator's insurance shall be primary as respects DOTD, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by DOTD shall be excess and non-contributory of the Ferry Operator's insurance.
- c. The Ferry Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against DOTD, its officers, agents, employees and volunteers for losses arising from work performed by the Ferry Operator for the DOTD.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Ferry Operator or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to DOTD. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Ferry Operator's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Ferry Operator from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against DOTD for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Ferry Operator to comply with reporting provisions of the policy shall not affect coverage provided to DOTD, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VIII or higher**. This rating requirement may be waived for Workers Compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Ferry Operator shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the Agreement.

E. VERIFICATION OF COVERAGE

The Ferry Operator shall furnish DOTD with Certificates of Insurance reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by DOTD before work commences and upon any Agreement renewal thereafter.

In addition to the certificates, the Ferry Operator shall submit the declarations page and the cancellation provision endorsement for each insurance policy. DOTD reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Ferry Operator to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of DOTD, may be suspended, discontinued or terminated. Failure of the Ferry Operator to purchase and/or maintain any required insurance shall not relieve the Ferry Operator from any liability or indemnification under the Agreement.

F. SUBCONTRACTORS

The Ferry Operator shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. DOTD reserves the right to request copies of subcontractor's certificates at any time.

G. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The Ferry Operator agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Ferry Operator, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Ferry Operator as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence

of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

The Ferry Operator agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

H. ADDITIONAL COVERAGES

If there are proposed construction upgrades to landing and/or terminal facilities, then the following coverages are required. The developer (if different from the Ferry Operator) must provide these additional coverages.

1. **Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the developer, shall have a minimum limit of \$2,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall have an expiration date no later than 30 days after the anticipated completion of the Agreement. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

2. **Builder's Risk**

Builder's Risk Insurance shall be in an amount equal to the greater of the fully-completed project value or the amount of the construction contract including any amendments and shall be upon the entire work included in the construction contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.

Flood coverage shall be provided by the State of Louisiana/DOTD as the owner. The developer will be liable for the \$5,000 policy deductible from the Notice to Proceed date through the date of final payment for the construction contract in the event of a flood loss.

A Specialty Contractor may provide an installation floater in lieu of a Builder's Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the greater of the fully-completed construction work value or the amount of the construction contract including any amendments. Flood coverage is not required.

The policy must include coverage for the DOTD, developer and any subcontractors as their interests may appear.

3. **Pollution Liability**

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$2,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated work under any construction contract and an expiration date of no earlier than 30 days after anticipated completion of all work under any construction contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy. The policy shall not be cancelled for any reason, except non-payment of premium.

SCHEDULE B

INSURANCE REQUIREMENTS FOR LESSEES

Language modified to reflect the Ferry Operator's (not DOTD's) responsibility to oversee the leasing contracts in the terminal buildings

Lessee shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared. The Lessee shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverage

- a. The Ferry Operator and DOTD, their respective officers, agents, employees and volunteers shall be named as an additional insureds as regards negligence by the Lessee. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the additional insured parties.

- b. The Lessee's insurance shall be primary as respects the Ferry Operator and DOTD, their respective officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Ferry Operator and/or DOTD shall be excess and non-contributory of the Lessee's insurance.
- c. The Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Ferry Operator and DOTD, their respective officers, agents, employees and volunteers for losses arising from or in connection with the Lessee's operation and use of the leased premises.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Lessee or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Ferry Operator. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Lessee's policy.
- b. The insurance companies issuing the policies shall have no recourse against the Ferry Operator or DOTD for payment of premiums or for assessments under any form of the policies.
- c. Any failure of the Lessee to comply with reporting provisions of the policy shall not affect coverage provided to the Ferry Operator and/or DOTD, their respective officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VIII or higher**. This rating requirement may be waived for Workers Compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Lessee shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the Agreement.

E. VERIFICATION OF COVERAGE

Lessee shall furnish the Ferry Operator with Certificates of Insurance reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received

and approved by the Ferry Operator before the lease commences and upon any lease renewal thereafter.

Upon failure of the Lessee to furnish, deliver and maintain such insurance as above provided, the lease, at the election of the Ferry Operator and/or DOTD, may be suspended, discontinued or terminated. Failure of the Lessee to purchase and/or maintain any required insurance shall not relieve the Lessee from any liability or indemnification under the Agreement.

F. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Lessee agrees to protect, defend, indemnify, save, and hold harmless, the Ferry Operator and DOTD, their respective officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Lessee, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Lessee as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the Ferry Operator and/or DOTD, their respective officers, agents, servants, employees, and volunteers.

Lessee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.