



During any period, Supplier performs the Work, and for such additional time as described below, Supplier shall maintain the following insurance with the following provisions:

### **1. Commercial General Liability Insurance**

- **When Required:** All Suppliers performing Work.
- **Coverage:** Standard ISO Commercial General Liability form.
- **Limits:** \$1,000,000 per occurrence; \$2,000,000 annual general aggregate; \$2,000,000 products and completed operations aggregate; \$1,000,000 each offense for personal and advertising injury.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per occurrence unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a Municipal Corporation, Acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Cross liability/separation of insureds.
- Waiver of subrogation in favor of additional insured.
- If the Work involves construction activities, completed operations coverage must remain in force until at least 5 years after completion and acceptance of the Work.
- If the Work involves the sale of liquor, liquor legal liability insurance.
- If the Work involves construction or demolition work within 50 feet of railroad property, Railroad Protective Liability insurance in the name of the applicable railroad company with limits of at least \$2,000,000 per occurrence or as required by the applicable railroad company.

### **2. Business Automobile Liability Insurance**

- **When Required:** All Suppliers performing Work.
- **Coverage:** Standard ISO Business Automobile Liability form for all owned (if any), non owned and hired automobiles.
- **Limits:** \$1,000,000 each accident, except \$5,000,000 for vehicles operating in the South Field, the Aviation Operating Area (“AOA”), or any active airfields of the Oakland International Airport.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per accident unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a Municipal Corporation, Acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.
- If the Work involves the parking or storage of vehicles, Garagekeeper's Liability insurance.
- If the Work involves valet parking, Valet Liability insurance.

### **3. Workers' Compensation and Employer's Liability Insurance**

- **When Required:** All Suppliers performing Work.
- **Coverage:** Statutory Workers' Compensation and Side B Employer's Liability form.
- **Limits:** Statutory for workers' compensation and \$1,000,000 per accident, \$1,000,000 bodily injury each employee, and \$1,000,000 policy limit for bodily injury by disease, for Employer's Liability.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per occurrence for Employer's Liability unless otherwise approved by Port Risk Management.
- If Work is performed in or around water (whether in the Port maritime area or elsewhere), U.S. Longshoremen and Harbor Workers Act coverage and, if applicable, Jones Act and Marine Employer's Liability coverage.

- Waiver of subrogation in favor of the City of Oakland, a Municipal Corporation, Acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.

#### **4. Professional “Errors and Omissions” Liability Insurance**

- **When Required:** If the Work involves consulting, temporary staffing, design or technology services.
- **Coverage:** For errors and omissions arising out of the Work.
- **Limits:** \$1,000,000 per claim and annual aggregate.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per claim unless otherwise approved by Port Risk Management.
- **Additional Term:** 2 years after completion and acceptance of the Work.
- If the Work involves software or technology services, Technology Liability coverage, including coverage for privacy liability.
- If the Work involves outsourced internet services, Network and Media Liability coverage.
- Waiver of subrogation in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents, and employees.

#### **5. Contractor’s Pollution Legal Liability Insurance**

- **When Required:** If the Work involves any construction activities, or any grading, excavating, underground utilities, piping, trenching, or any Work below the surface of the ground, or involves the hauling or disposal of hazardous or regulated materials.
- **Coverage:** Contractor’s Pollution Legal Liability occurrence or claims made form.
- **Limits:** \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per occurrence unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a Municipal Corporation, Acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.
- **Additional Term if Claims Made Form:** 2 years following completion and acceptance of the Work.
- **Definition of “Covered Operations”:** All Work performed by Supplier or its contractors or subcontractors.

#### **6. Aviation Insurance**

- **When Required:** If Supplier or its subcontractors utilize aircraft in the Work.
- **Coverage:** Aviation Public Liability and Passenger Liability forms.
- **Limits:** \$1,000,000 combined single limit per accident for use of aircraft with up to 4 seats; such limit shall be \$5,000,000 for use of aircraft with 5 or more seats. However, use of jet aircraft of any size will need to be referred to Risk Management to determine amount of insurance required.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per accident unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a Municipal Corporation, Acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.

#### **7. Protection and Indemnity Insurance**

- **When Required:** If Supplier or its subcontractors utilize watercraft/vessels in the Work.
- **Coverage:** Liability for bodily injury and property damage including wreck removal and liability to crew, and SP-23 clause or equivalent, including collision liability.
- **Limits:** \$1,000,000 per person on board the watercraft for bodily injury and property damage, but no less than \$5,000,000 for watercraft of a length of 30 feet to 39 feet and no less than \$10,000,000 for watercraft 40 feet and over; any passenger services watercraft will need to be referred to Risk Management to determine amount of insurance required.

- **Deductible/Self-Insured Retention:** Not more than \$25,000 per occurrence unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a Municipal Corporation, Acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.
- Deletion of any language that limits coverage to additional insured in the event the Limitation of Liability Statute applies.

#### **8. Builder's Risk/Equipment Installation Insurance.**

- **When Required:** If Work involves new construction of buildings or facilities, or the renovation of existing buildings or facilities.
- **Coverage:** "All risk" or "special form" perils, earthquake and terrorism, including risks from testing of equipment, and delayed completion coverage for soft costs.
- **Limits:** Full replacement cost value of the construction, covering the entire Work, including all materials and equipment that are or will be incorporated into the construction, or stored at the construction site or offsite, and including materials or equipment in the course of transportation.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per occurrence unless otherwise approved by Port Risk Management.
- **Term:** Until final completion and acceptance of the Work and for 2 years for delayed completion coverage.
- **Additional Insured and Loss Payee:** The City of Oakland, a Municipal Corporation, Acting by the through its Board of Port Commissioners.
- Waiver of subrogation in favor of additional insured and its commissioners, officers, agents and employees.
- Primary and non-contributory with any insurance, retention or self-insurance of the Port.

#### **Other Insurance Requirements:**

- **Notice of Cancellation.** Supplier or Supplier's agent must provide 30-days prior written notice to the Port Risk Management Department of any insurance policy cancellation, except 10-days prior written notice for non-payment of premium.
- **Proof of Insurance/Insurer Rating.** Supplier must deliver to the Port Risk Management Department, prior to the commencement of the Work, certificates of insurance evidencing all required insurance and additional insured status for the Port. All required insurance shall be provided by insurance companies with current A.M. Best ratings of A- VII or better. Please send certificates and other required information to:

Port of Oakland  
 Attn: Risk Management Dept.  
 530 Water Street  
 Oakland, Ca 94607  
 Email: risktransfer@portoakland.com

**Conversion to OCIP.** The Port reserves the right to include the Purchase Order in an Owner Controlled Insurance Program ("OCIP"), upon written notice to Supplier. In that event, Supplier agrees to comply with all requirements of the OCIP.