

**DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION
REQUEST FOR PROPOSAL INSURANCE REQUIREMENTS
BRIDGE TRANSPORTATION SERVICES**

Insurance:

Prior to commencement of any work under the Contract and until final payment is made for the work under the Contract (unless otherwise stated herein), Vendor (hereinafter the "Covered Party") shall, at its sole expense, maintain the following insurance on its own behalf, at the required limits outlined below, with an insurance company or companies having an A.M. Best Rating of "A-: Class VIII or better, and furnish to the Commission Certificates of Insurance evidencing same.

1. Workers' Compensation and Employers Liability: in the state in which the work is to be performed and elsewhere as may be required and shall include:
 - a) Workers' Compensation Coverage: Applicable statutory requirements
 - b) Employers Liability Limits not less than:

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|----------------------------|-------------------------|
| 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) U.S. Longshoremen's and Harbor Workers' and Maritime Coverages, where applicable.
 - d) No proprietor, partner, executive officer, or member may be excluded from coverage.

2. Commercial General Liability: (including Premises - Operations, Independent Covered Partys, Products/Completed Operations, Contractual Liability (including Liability for Employee Injury assumed under a Contract), Personal Injury,

Occurrence Form with the following limits:
 - a) General Aggregate \$2,000,000
 - b) Products/Completed Operations
Aggregate: \$2,000,000
 - c) Each Occurrence: \$1,000,000
 - d) Personal and Advertising Injury: \$1,000,000
 - e) Medical Payments \$5,000

3. Commercial Automobile Liability including Physical Damage:

Coverage to include:

- a) Per Accident Combined Single Limit \$1,000,000,
- b) All Owned, Hired and Non-Owned Vehicles
- c) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),
- d) Physical Damage Coverage must be included or self-insured as the Commission is not responsible for any property damage to the Covered Party's vehicles.

4. Commercial Excess/Umbrella Liability:

- a) Occurrence Limit: \$10,000,000
- b) Aggregate Limit (where applicable): \$10,000,000
- c) Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages.
- d) The Commercial Excess/Umbrella Liability Policy shall be at a minimum following form.

5. Property of Covered Party:

All property, including, but not limited to, tools and equipment that the Covered Party has at the job site or is owned by the Covered Party is the responsibility of the Covered Party. The Commission assumes no responsibility for the protection, maintenance, or repair of any property that the Covered Party has at the job site or that is owned by the Covered Party including, but not limited to, tools or equipment.

Deductibles and Self Insured Retentions:

All deductibles and self-insured retentions are the sole responsibility of the Covered Party. In addition, all self-insured retentions shall not exceed \$50,000 without the prior written approval of the Commission

Additional Insureds - Primary and Non-contributory:

The Commission, the Commonwealth of Pennsylvania and the State of New Jersey are to be included as ADDITIONAL INSUREDS on the General Liability, Automobile Liability and Excess/Umbrella Liability coverages on a primary and non-contributory basis.

The Covered Party must confirm that, at a minimum, the Covered Party's General Liability policy includes an additional insured endorsement with either ISO Form #CG 20 26 or #CG 20 10, or equivalent manuscript endorsement.

Waiver of Rights of Subrogation:

The Covered Party's insurance shall include a Waiver of Subrogation in favor of the Commission and all Additional Insureds where applicable on all policies including Workers' Compensation and Employers Liability:

- a. The Covered Party hereby waives, and shall cause its insurance carriers to waive, all rights of subrogation against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Covered Party pursuant to this RFP.
- b. If any of the policies of insurance required under this RFP require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insureds of such policies will cause them to be so endorsed.

No Insured vs. Insured or "Cross Suits" Exclusion:

The Covered Party's policies shall not contain an Insured vs Insured or Cross Suits Exclusion. If such exclusion is on the policy, it must apply only to "Named Insureds".

Certificate of Insurance:

Prior to the commencement of work and/or the Commission making any payment under the Purchase Order, the Covered Party shall file Certificates of Insurance with the Commission that shall be subject to the Commission's approval of adequacy of protection and the satisfactory character of the insurer. The Commission has the right to request copies of any and all policies and endorsements. The Certificates of Insurance should be mailed to the Commission at 1199 Woodside Road, Yardley, Pennsylvania 19067, prior to commencement of work. A work description must be shown on all Certificates of Insurance. The Covered Party's obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of Insurance, the Commission's acceptance of a Certificate of Insurance showing coverage varying from these requirements or by the Commission's direction to commence work.

The certificate must evidence, at a minimum:

1. All Deductibles and Self-Insured Retentions.
2. The Additional Insureds on a primary and non-contributory basis. The Additional Insured endorsement(s) must be included with the certificate

3. Waiver of Subrogation applies. Endorsements must be included.
4. No Cross-Suits Exclusions, or apply only to named insureds. The exclusion endorsement must be included, if applicable.
30 Days Notice of Cancellation, Nonrenewal, modification or material change to the policies.

In the event the Covered Party commences work under the RFP prior to the issuance of the Purchase Order, then these insurance requirements and the indemnification provision shall be deemed executed at the time of first entry to the worksite as if a duly authorized representative of Covered Party executed the same by affixing a signature hereto.

In the event of a failure of the Covered Party to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Commission shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Covered Party who agrees to furnish all necessary information thereof and to pay the cost thereof to the Commission immediately upon presentation of an invoice.

In no event shall the Covered Party begin work until Certificates of Insurance showing coverage in the aforementioned amounts required for the Purchase Order is received and approved by the Commission.

Change in Financial Rating:

Should any insurance company placing coverage for a coverage for the Covered Party fall below an A-: Class VIII rating by A.M. Best, the Commission shall be notified as soon as reasonably possible.

Additional Requirements:

The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Covered Party or any of their sub-Covered Partys.

Any type of insurance or any increase in limits of liability not described above which the Covered Party requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of insurance described herein shall in no way be interpreted as relieving the Covered Party of any responsibility or liability under the Purchase Order.

Notwithstanding anything herein to the contrary, if any part of the work under the RFP and Purchase Order is to be performed by a sub-contractor and/or agent of the Covered Party, such Covered Party shall be responsible for each sub-contractor and/or agent maintaining insurance or, in the alternative, maintaining insurance on behalf of each sub-contractor and/or agent, as specified in, and in accordance with,

the paragraphs below. The Purchase Order that the Commission is issuing is solely to Covered Party, and Covered Party shall be solely responsible for all acts or failures to act of each of its sub-contractors and/or agents as if the actions or failures to act are the actions or failures to act of the Covered Party. Covered Party expressly acknowledges and agrees that the Commission's willingness to issue the Purchase Order is premised on Covered Party taking responsibility for, and indemnifying, defending and holding harmless the Commission from and against, the acts and failures to act of each of their respective sub-contractors and/or agents. Nothing herein shall otherwise limit or alter Covered Party's obligation (if any) to seek prior approval of sub-contractors and/or agents from the Commission, as such requirement may be set forth in the RFO and Purchase Order.

Settlement of Insurance Claims

Covered Party shall make every effort to settle all claims in an expeditious and equitable manner. Promptly inform the Commission and the insurance company in writing, of any written or oral notification of an alleged claim.

Indemnity Agreement:

To the fullest extent permitted by law, the Covered Party agrees to indemnify, defend and hold the COMMISSION, the Commonwealth of Pennsylvania, the State of New Jersey and their respective commissioners, servants, employees, agents, assigns and affiliates (collectively, the "Indemnified Parties") harmless from and against, any and all liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the work or services to be performed for the Indemnified Parties, including, but not limited to, work or services performed under this RFP, Purchase Order, or under any Change Order, or any such other work or services performed for the Indemnified Parties, even for and if caused in whole or in part by any act, omission or negligence of the Indemnified Parties.

It is expressly agreed that the indemnification contained in this RFP covers claims against the Indemnified Parties made by employees of Covered Party.

If there are any liabilities, losses, claims, damages or expenses of any kind or nature unsettled when the Purchase Order has been fulfilled or completed, any unpaid amounts owed by the COMMISSION to the Covered Party shall be deferred until all such liabilities, losses, claims, damages or expenses are: (1) settled; (2) evidence of insurance coverage acceptable to the COMMISSION or indemnification acceptable to the COMMISSION is provided by the Covered Party's insurance carrier; or (3) a bond acceptable to the COMMISSION is provided by the Covered Party to secure payment of all liabilities, losses, claims, damages and expenses owed by the Covered

Party to the COMMISSION.

The terms and conditions of this indemnity agreement shall survive any cancellation, expiration or termination of the Purchase Order. The laws of the Commonwealth of Pennsylvania shall apply to the construction of the indemnification set forth above without regard to any conflicts of laws provisions.

Regulatory Authority

The Covered Party's insurance policies can not contain any provision requiring compliance with any regulatory authority that pertains to its agreement with the COMMISSION or the COMMISSION's operations.

The covered party shall not report any functions pertaining to its contract with the COMMISSION or results of such functions to any regulatory authority.