# CONSENT TO INSURANCE & IDEMNIFICATION TERMS



As stipulated in PortMiami Tariff No. 010, Section 2, Items 221 & 224, all permit holders shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this permit agreement by the permit holder or its employees, agents, servants, partners principals or sub-contractors. Permit holders shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

All permit holders shall furnish PortMiami a Certificate of Liability Insurance evidencing insurance coverage as outlined below:

(1) Commercial General Liability Insurance in an amount not less than $500,000 per occurrence, and $1,000,000 in the aggregate, not to exclude coverage for Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

(2) **Automobile Liability Insurance covering all owned, non-owned and hired vehicles** used in connection with the work, in an amount not less than **$500,000 combined single limit per occurrence** for bodily injury and property damage. **Additional coverage may apply as stipulated by municipal, state or federal regulations (i.e. Federal Motor Carrier Safety Administration / DOT).**

(3) Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute, Chapter 440 including coverage under the U.S. Longshoremen and Harbor Workers' Act (USLH) and/or Jones Act, as applicable for any activities on or about navigable water.

(4) Additional coverage and requirements apply to stevedoring companies pursuant to PortMiami Tariff No. 010, Section 8, Item 590 and Section 28A of the Code of Miami-Dade County. Stevedores Legal Liability Insurance and Comprehensive General Liability Insurance coverage shall be provided as liability against damages resulting from loading and unloading vessels by the stevedore. This insurance shall be a minimum of $5,000,000 for each occurrence. Insurance coverage must include USL&H (United States Longshoremen and Harbor Association) coverage as required by the Longshore Act. Miami Dade County Risk Management and the Port of Miami Crane Management, Inc. shall be named as additional insured.

(5) Additional coverage and requirements apply to **cartage/trucking** companies pursuant to PortMiami Tariff No. 010 as well as DOT requirements. All cartage/trucking companies are required to carry **Commercial General Liability** Insurance in an amount not less than **$1,000,000 per occurrence**, and **$2,000,000 in the aggregate**, not to exclude coverage for Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage. Automobile Liability Insurance covering all owned, non-owned and hired vehicles** used in connection with the work, in an amount not less than **$1,000,000 combined single limit per occurrence for bodily injury and property damage.**

(6) Certificates of Liability Insurance must include a schedule of insured vehicles and drivers.

(7) **Transportation Network Entities (TNEs)** shall be insured in accordance with Chapter 31, Article VII of the Miami-Dade County Code.

(8) Additional coverage and requirements apply to **shipping & cruise lines** as stipulated by their individual contractual obligations with the Port or as determined by the Port Director or designee.

(9) Additional coverage and requirements apply to **terminal operators** as stipulated by their individual contractual obligations with the Port or as determined by the Port Director or designee.

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(10) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

Certificates evidencing such insurance shall name **Miami-Dade County** as **Certificate Holder** <u>and</u> **Additional Insured**.

Certificate Holder section shall read as follows:

**MIAMI-DADE COUNTY**
**111 NW 1st STREET**
**SUITE 2340**
**MIAMI, FL 33128**

Renewal certificates shall be submitted at least five (5) days prior to the noted expiration date. Any material changes to the insurance policies must be submitted to the Port's Permit Section immediately. Failure to provide updated insurance information will result in the suspension of the permit until the information is received. If the Permit Section finds that any permit holder has acted fraudulently in attempting to prove the required insurance coverage, the permit may be automatically suspended and/or revoked. Additional penalties may apply pursuant to Port Tariff No. 010. All permit holders are responsible for remaining in compliance with any applicable municipal, state, or federal insurance regulations.

The undersigned confirms that he/she has authority to submit this agreement on behalf of the company. The undersigned has read and understood the terms of this accord and agrees to all its terms and conditions.

**Name:** ______________________________________________

**Signature:** ______________________________________________

**Date:** ____________