

STATE OF LOUISIANA – INVITATION FOR BID



PROPOSAL NO.: B-146

Page 1 of 113

PROPOSAL <b>MUST BE RECEIVED</b> NO LATER THAN	
<b>TIME:</b>	10:00 A.M.
<b>DATE:</b>	March 4, 2009
<b>IFB COORDINATOR:</b>	Kristy Breaux
<b>PHONE NUMBER:</b>	225-342-8470
<b>E-MAIL ADDRESS:</b>	kristy.breaux@la.gov

This document constitutes an invitation to submit sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items described herein.  
 Proposals **must** be mailed to the Office of the Governor, Division of Administration (DOA), Office of Risk Management or hand carried to its offices at 1201 North 3<sup>rd</sup> Street Ground Floor, Suite G-192, P. O. Box 91106, Baton Rouge, Louisiana 70821-9106.

**STATE OF LOUISIANA – VARIOUS STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS**

**FOR**  
 Section I: Hull, Protection and Indemnity, and Towers and Collision to cover scheduled Tug Boats, Ferry Boats, Pontoons and Barges, and Vessels over Twenty-six (26) Feet in Length for the State of Louisiana, Various Departments.  
 Section II: Pollution Coverage as required by Public Law 101-380 – The Oil Pollution Act of 1990.  
 Section III: Valuation/Appraisal Service

**CONTRACT PERIOD:**  
 Policy to be effective for the period of 12:01 A.M. July 1, 2009 to 12:01 A.M. July 1, 2010 with two (2) one-year options to renew at the same rates. Bids will be received up to **10:00 A.M., March 4, 2009** by the Administrative Section of the Office of the Governor, Division of Administration, Office of Risk Management, 1201 North 3<sup>rd</sup> Street, Ground Floor, Suite G-192, Baton Rouge, Louisiana. At the same hour of the same day and date bids will be publicly opened and read in the conference room at the Division of Administration, Office of Risk Management address. Bids received after this time will be returned to the bidder/contractor unopened.

**BIDDER/CONTRACTOR INFORMATION/SIGNATURE:**  
 The bidder hereby agrees to provide the insurance coverage and related services, at the prices quoted, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the *State of Louisiana*, a binding contract, as defined herein, **shall** exist between the bidder and the *State of Louisiana*.

Insurance Agency Name		
Signature of Designated Authorized Insurance Agency Representative	Print Name	Title
Mailing Address (Bidding Agency)		Telephone
City	State	Zip Code

**THE FOLLOWING SECTION IS FOR STATE OF LOUISIANA USE ONLY**

<b>NOTICE OF AWARD</b>	<b>PROPOSAL NUMBER: →</b>	<b>B-146</b>
This proposal is accepted by the <i>State of Louisiana</i> as follows:		
STATE RISK UNDERWRITING SUPERVISOR	STATE RISK DIRECTOR	DATE

**TABLE OF CONTENTS**

Invitations for Bid – Form ORM-02 .....	1
Table Of Contents .....	2
Part I.....	4
Terms and Conditions of an Invitation for Bid.....	4
<b>Terminology of an Invitation for Bid (IFB)</b> .....	4
<b>Open Competition</b> .....	5
<b>The Invitation for Bid Document (IFB)</b> .....	5
<b>Amendments to an Invitation for Bid</b> .....	5
<b>Questions by Bidders</b> .....	5
<b>Instructions for Submission of Bid(s) by Bidders/Contractors</b> .....	6
<b>Proposal Opening</b> .....	6
<b>Late Proposals</b> .....	7
<b>Rejection of Bids</b> .....	7
<b>Public Notice of Awards</b> .....	7
<b>Non-Award of Contract Due to Insufficient Funds</b> .....	7
<b>Contract Resulting From an IFB</b> .....	7
Part II.....	9
<b>Technical Specifications</b> .....	9
<b>General Specifications</b> .....	9
<b>General Required Endorsements</b> .....	11
<b>Specific Required Endorsements - The following applies to coverage provided for SECTION I only.</b> .....	12
<b>Specific Required Endorsements - The following applies to coverage provided for SECTION II only.</b> .....	14
<b>Delivery Dates and Location</b> .....	15
<b>Claims Service</b> .....	15
<b>Rates</b> .....	16
Part III.....	17
<b>General Contractual Requirements</b> .....	17
Part IV .....	18
<b>General Bid Information</b> .....	18
<b>Special Instructions To Bidder</b> .....	18
<b>Pricing Information</b> .....	18
<b>Bidder Information</b> .....	19
<b>Insurance Required</b> .....	20
<b>Underwriting Information</b> .....	21
Exhibit I.....	22
<b>Bid Quotation Form</b> .....	22
Exhibit II.....	24
<b>Rates</b> .....	24
Exhibit III.....	25
<b>Company Signature Page</b> .....	25
Exhibit IV .....	26
<b>Claims Handling Process Narrative</b> .....	26
Exhibit V .....	27
<b>Coverage And/Or Other Services Deviations</b> .....	27
Exhibit VI .....	28
<b>Bidder's Check List</b> .....	28
Exhibit VII .....	30
<b>Non-Returnable Section</b> .....	30
<b>Schedule A</b> .....	31
<b>Schedule of Vessels</b> .....	31
<b>Schedule B</b> .....	37
<b>Premium and Loss History</b> .....	37
<b>Schedule C</b> .....	61
<b>Hostile Acts Exclusion</b> .....	61

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
B-146	*	TABLE OF CONTENTS	*	March 4, 2009	*	3 of 113

**Schedule D ..... 63**  
**Policy Forms and Endorsements ..... 63**  
**Schedule E ..... 111**  
**Additional Underwriting Information ..... 111**  
**Sample Louisiana Certification of Exempt Commercial Form..... 113**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART I	*		*	
B-146	*	TERMS & CONDITIONS OF AN IFB	*	March 4, 2009	*	4 of 113

**STATE OF LOUISIANA  
OFFICE OF RISK MANAGEMENT (ORM)**

**PART I**

**TERMS AND CONDITIONS OF AN INVITATION FOR BID**

**1. Terminology of an Invitation for Bid (IFB)**

Throughout this document the words "bidder", "contractor", and "policy" may pertain to one or more bidder(s), contractor(s), or policy(ies).

Whenever the following words and expressions appear in an Invitation for Bid document or any amendment, exhibit, or attachment thereto, the definition or meaning described below **shall** apply.

- 1.1 **Authorized** - Is an admitted or non-admitted insurance company approved by the Commissioner of Insurance to do business in the *State of Louisiana*.
- 1.2 **Bid Close Date and Time and Similar Expressions** - The exact deadline required by the IFB for the physical receipt of bids by the Division of Administration (DOA), Office of Risk Management in its office.
- 1.3 **Bidder** - The person or organization that responds to an IFB with a proposal and prices to provide the service, supplies, or equipment as required in the IFB document. **All provisions contained in this solicitation, which are addressed to the bidder, shall apply equally to the contractor.**
- 1.4 **Budget Agency or State Budget Agency** - Any unit of state government in the *State of Louisiana* for which the policy of insurance and service is being purchased by the OFFICE OF RISK MANAGEMENT sometimes hereinafter referred to as ORM.
- 1.5 **Buyer** - The procurement staff member of ORM.
- 1.6 **Contractor** - The person or organization who enters into a legally binding contract thereby agreeing to perform a service and/or to furnish supplies or equipment in return for the payment of money and includes the bidding agent or agency and the insuring company whose names appear on the cover sheet and EXHIBIT III of the invitation for bid. **All provisions contained in this solicitation, which are addressed to the contractor, shall apply to the bidder.**
- 1.7 **Guaranteed Cost** - Premium charged on a prospective basis, fixed or adjustable, or on a specified rating basis, but never on the basis of loss experience. In other words, the cost is guaranteed to the extent that it will not be adjusted based on the loss experience of the insured during the period of coverage. The rate(s) **must** remain fixed during the contract period.
- 1.8 **Invitation for Bid or IFB** - Those procurement documents issued by ORM to potential bidders/contractors for the purchase of insurance coverage and related service as described in the document. The definition includes all attachments, exhibits, schedules, supplemental pages, and/or amendments thereto.
- 1.9 **Manuscript Endorsement** - Any unprinted, typed endorsement changing any conditions, agreements, exclusions or warranties of the contract.
- 1.10 **Must and Shall** - When these words are used the performance of a certain act is a mandatory condition and **shall** be performed exactly as described.
- 1.11 **Designated Authorized Representative** - When used in regards to the insurance company or an incorporated insurance agency, these words mean an elected corporate officer with power of attorney for the insurance company/agency. The requirements of power of attorney are specified in

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART I	*		*	
B-146	*	TERMS & CONDITIONS	*	March 4, 2009	*	5 of 113
		OF AN IFB				

PART IV, Section 3 of these specifications. When used in regards to an unincorporated insurance agency, these words mean the owner of the agency.

## 2. Open Competition

- 2.1 It is the intent and purpose of ORM that the Invitation for Bid permits free and open competition. However, it **shall** be the bidder's/contractor's responsibility to advise ORM if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements to a single source or otherwise unduly or unnecessarily prohibits the submission of a bid. The notification **must** be received by ORM within ten (10) calendar days prior to the bid close date and time. Bidders are requested to bring to the attention of ORM any perceived problems with these specifications at the earliest possible opportunity in order to allow clarification or amendment with minimum disruption to the bid process.

## 3. The Invitation for Bid Document (IFB)

- 3.1 The IFB contains two basic types of requirements and information, although it may be organized into several parts. One type consists of the scope of work (technical requirements) and related contractual commitments with which the bidder/contractor **must** comply if awarded a contract. The other type consists of those basic instructions and procedural requirements, which **must** be observed and satisfied by the bidder/contractor when submitting a bid for consideration.
- 3.2 The Notice to Bidders is mailed to persons and organizations at the address currently on file with the DOA, Purchasing Section. If any portion of the address is incorrect, the bidder/contractor **must** notify the buyer upon receipt of the document. Any notices of subsequent amendments to an IFB will be mailed to the same address as the original notice unless otherwise notified.
- 3.3 Additional copies of the bid proposal forms, information, specifications and subsequent amendments may be obtained on line at <http://www.doa.louisiana.gov/orm/uwnewbid.htm>.

## 4. Amendments to an Invitation for Bid

- 4.1 ORM reserves the right to officially modify (or cancel) an IFB after issuance. Such a modification shall be identified as an amendment and numbered in a sequential order as issued.
- 4.2 If bidder/contractor has not received all amendments which have been issued by ORM, it is the bidder's/contractor's responsibility to contact ORM to obtain a copy(ies) of the amendments. If the designated authorized representative of the insurance agency fails to acknowledge receipt of all amendment(s) by signing the amendment(s) in the designated area and returning same with bid response, the bidder's/contractor's submission will not be considered a responsive bid.
- 4.3 The designated authorized representative of the insurance agency may acknowledge the acceptance of the conditions of an amendment...by telegraphic notice or electronic mail services if issued to and physically received in the Office of Risk Management - Administrative Section no later than the official bid close date and time. Verbal messages from either a telegraph company or the bidder/contractor shall not be permitted or considered as an acceptance of an amendment.

## 5. Questions by Bidders

- 5.1 Any questions related to an IFB **must** be directed to the buyer in ORM whose name appears at the top of the form on page 1. Prior to the award of the IFB, the bidder/contractor **shall** not contact nor ask questions of the State agency for which the required insurance is being procured, unless so stated elsewhere in these specifications. **Questions shall be submitted in writing and will be answered in writing in the form of an amendment and forwarded to all vendors.** Any correspondence related to an IFB should refer to the appropriate IFB number, page and paragraph number, etc. However, do not place the IFB number on the outside of the envelope containing questions since such an envelope will be identified as a sealed bid and will not be opened until after the official bid close date and time. Correspondence should be mailed to the Office of Risk Management, P. O. Box 91106, Baton Rouge, LA 70821-9106.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART I	*		*	
B-146	*	TERMS & CONDITIONS	*	March 4, 2009	*	6 of 113
		OF AN IFB				

5.2 All questions **must** be received by ORM at least fifteen (15) calendar days prior to the bid opening date. All answers will be mailed to the vendors at least ten (10) calendar days prior to the bid opening date.

## 6. Instructions for Submission of Bid(s) by Bidders/Contractors

6.1 A proposal submitted **must** be manually signed in ink by the designated authorized representative of the insurance agency and the insurance company. ORM will accept either the original insurance company designated authorized representative's signature submitted with the bid response or a facsimile copy of the insurance company designated authorized representative's signature on EXHIBIT III in lieu of an original signature. The original of EXHIBIT III containing the insurance company designated authorized representative's original signature **must** be received at ORM's office within ten (10) working days after the bid opening date. Failure to timely submit said original of EXHIBIT III may result in rejection of the bid. Submission of a bid bond in compliance with PART IV, Item 3 of these specifications does not eliminate the requirement of a company and an agency signature; however, the submission of a bid bond allows any authorized person from the company and the agency to sign the invitation in lieu of the designated authorized person.

6.1.1 The designated authorized representative of the insurance agency **shall** manually sign in ink the following:

6.1.1.1 Form ORM-02

6.1.1.2 Any amendments to the specifications

6.1.2 The designated authorized representative of the insurance company **shall** manually sign in ink the following:

6.1.2.1 EXHIBIT III

6.2 All attachments **shall** be returned as follows:

6.2.1 **Must** contain all information required by the IFB.

6.2.2 The bid **shall** be priced as required in the IFB.

6.2.3 **Must** be sealed in an envelope or box with security deposit attached, if required.

6.2.4 **Must be delivered to the Office of Risk Management - Administrative Section and officially clocked in no later than the exact time on the date as specified in the IFB.**

6.2.5 **Entire IFB and Amendment (if applicable) shall be returned except as otherwise provided in these specifications.**

6.3 **THE SEALED ENVELOPE OR BOX CONTAINING AN IFB SHALL BE CLEARLY MARKED ON THE OUTSIDE BOTTOM LEFT CORNER WITH THE FOLLOWING:**

6.3.1 **THE OFFICIAL IFB PROPOSAL NUMBER.**

6.3.2 **THE OFFICIAL CLOSE DATE AND TIME.**

6.4 **Please submit your bid with pages numbered in the bottom right-hand corner of each page in the following manner: 1 of 4, 2 of 4, etc.**

## 7. Proposal Opening

7.1 Shortly after the expiration of the official bid close date and time, bids will be opened. The bidders/contractors and the public are invited, but not required to attend the formal opening of bids.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART I	*		*	
B-146	*	TERMS & CONDITIONS	*	March 4, 2009	*	7 of 113
		OF AN IFB				

Prices will be read aloud to the public. However, no decisions related to an award of a contract **shall** be made at the opening.

**7.2 Due to manpower limitation, buyers shall not repeat prices after an opening via telephone request. Please do not make such requests. However, upon written request a photocopy of the Summary of Quotations shall be mailed to interested bidders/contractors.**

**8. Late Proposals**

**8.1** Any bid received by the DOA, Office of Risk Management after the exact bid closing date and time **shall** not be opened and **shall** not be evaluated regardless of the reason and mitigating circumstances related to its lateness or degree of lateness.

**8.2** It is the bidder's/contractor's sole responsibility to insure that the proposal is physically received and officially clocked in as a sealed document by the DOA-Office of Risk Management in its offices no later than the official close date and time. Late bids **shall** be returned to bidders/contractors unopened.

**9. Rejection of Bids**

An invitation for bids, a request for proposals, or other solicitation may be canceled or all bids or proposals may be rejected, if it is determined in writing by the chief procurement officer or his designee that such action is taken in the best interest of the State.

**10. Public Notice of Awards**

**10.1** ORM has no facilities for furnishing abstracts of bids; a complete record of all bids is on file in this office subject to inspection of any citizen who is interested in investigating, for any purpose, the record of State purchases.

**10.2** Bidders are permitted to review competitors' bids and evaluate documents in accordance with the provisions of the Public Record Act, Louisiana R.S. 44:1 et. seq. Such review **must** be conducted on site in ORM in accordance with the public records statutes.

**11. Non-Award of Contract Due to Insufficient Funds**

ORM reserves the right to reject the bid for insurance coverage if the insured(s) does/do not have sufficient funds available with which to pay the premium.

**12. Contract Resulting From an IFB**

**12.1** The bidder/contractor is advised that the *State of Louisiana* does not sign standard contract forms. The IFB document issued by ORM contains signature lines for the designated authorized representative of the insurance agency and of the insurance company, which **shall** be signed when submitted as a bid. Immediately below the bidder's/contractor's signature line is a section entitled "Notice of Award" which contains signature lines for officials of the *State of Louisiana*. To consummate a contract, officials of the *State of Louisiana* need only to sign the Notice of Award section of the form.

**12.2** Be aware that the actual contract between the *State of Louisiana* and the bidder/contractor shall consist of the following documents: (1) IFB and any amendments issued thereto, (2) the proposal submitted by the bidder/contractor in response to the IFB, (3) the actual policy issued. In the event of a conflict in language between items 1, 2, and 3 referenced above, the provisions and requirements set forth and/or referenced in the IFB shall govern. ORM reserves the right to clarify any contractual relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the IFB and the bidder's/contractor's proposal. In all other matters not affected by the written clarification, if any, the IFB shall govern. The refusal of the bidder/contractor to conform to the provisions and requirements set forth and/or referenced in the IFB shall result in the

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART I</i>	*		*	
B-146	*	<i>TERMS &amp; CONDITIONS</i>	*	March 4, 2009	*	8 of 113
		<i>OF AN IFB</i>				

**award of the contract to the new lowest bidder/contractor. The bidder/contractor is cautioned that its proposal shall be subject to acceptance by ORM without further clarification. In the event of any discrepancies between the insurance requirements delineated in these bid specifications and the model policy provided herein, the bid specifications shall govern.**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART II</i>	*		*	
B-146	*	<i>TECHNICAL</i>	*	March 4, 2009	*	9 of 113
		<i>SPECIFICATIONS</i>				

**PART II**

**TECHNICAL SPECIFICATIONS**

**1. General Specifications**

1.1 The bidder/contractor **shall** provide the following coverage for *State of Louisiana*, Various State Departments, Agencies, Boards and Commissions.

**1.1.1 Section I: Tug Boats, Ferry Boats, Pontoons and Barges and Vessels over Twenty-Six (26) Feet in Length.**

The bidder/contractor **shall** provide Hull Insurance to replacement cost less a self-insured retention of \$1,000,000 for tug boats, ferry boats, pontoons and barges and vessels over twenty-six (26) feet in length. Protection and Indemnity and Towers and Collision coverage with limits of liability up to \$100,000,000 in layers as shown in Exhibit I, Bid Quotation Form less a self-insured retention of \$1,000,000 for scheduled vessels for the State of Louisiana, Various Departments. Hull Values for tug boats, ferry boats, pontoons and barges and vessels over twenty-six (26) feet in length **shall** be insured to values as outlined in the marine schedules enclosed for fiscal year 2008-2009 .

Lay-Up Provision - While vessels are dry-docked, the bidder/contractor **shall** provide a reduced rate for the P&I coverage. The P&I discounted premium while a vessel is dry-docked for thirty (30) days or longer **shall** be indicated on EXHIBIT II of these specifications. This discounted percentage rate will not be used in determining the lowest bid or quotation.

**1.1.2 Section II: Pollution Coverage as required by Public Law 101-380 – The Oil Pollution Act of 1990.**

The bidder/contractor **shall** provide insurance to cover the statutory limits of Public Law 101-380 - The Oil Pollution Act of August 18, 1990 hereinafter referred to as O.P.A. as per the sample policy form, or equivalent, with excess coverage to a minimum of \$5,000,000 insurance to include the statutory limits of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (Public Law 91-510). There will be a \$1,000,000 deductible.

Unless the Pollution Policy includes loss of life or personal injury caused by pollution, contamination of cargo on insured vessel or vessels of others, the Protection and Indemnity Policy **shall** be extended to cover these liabilities.

Underwriters **shall** be acceptable to the State of Louisiana and to the United States Government to meet the financial responsibility required by the act(s) and **shall** file the necessary certificates required of the guarantor when requested by the State of Louisiana.

Only with respect to insurance required by the O.P.A, a syndicate of admitted companies will be considered to meet the A.M. Best Rating required by Part II, Section 1.1.5 of this IFB if at least 80% of its subscribing companies meet or exceed that rating requirement. If the bidder/contractor proposes to use a syndicate, the bidder/contractor **shall** submit with the bid quotation, on a separate page(s), a list of the subscribing companies which are to participate on the State's policy since ORM **must** verify that at least 80% of the companies meet the required A.M. Best Rating.

**1.1.3 Section III: Appraisals**

The bidder/contractor **shall** provide valuation/appraisals on all vessels giving ORM both replacement cost and actual cash value (ACV) on each vessel by **December 1, 2005**. The bidder/contractor **shall** use an experienced qualified marine appraiser, approved by ORM, to handle the valuation/appraisal of vessels. An example of an approved appraisal form is included in SCHEDULE E. Appraisals are not required on vessels that are listed as "**scrap**".

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART II	*		*	
B-146	*	TECHNICAL	*	March 4, 2009	*	10 of 113
		SPECIFICATIONS				

- 1.1.4** The bidder/contractor **shall** agree that underwriting information provided in the schedule is believed to be correct and it **shall** not be considered in any way a warranty by ORM and **shall** not impair the rates for the insurance coverage based upon the information provided.
- 1.1.5** Bids submitted by admitted companies (including reinsurance carriers which desire to submit bids for any coverage layer requested or excess of any coverage layer requested) licensed to do business in the *State of Louisiana* possessing a **Best's Insurance Reports policyholder's current rating of "A++", "A+", "A" or "A-", with a financial rating of Class VIII or higher will be considered first.** Surplus line companies or non-admitted companies possessing a **Best's Insurance Reports policyholder's current rating of "A++", "A+", "A" or "A-", with a financial rating of Class VIII or higher** will be considered and accepted only if acceptable bids are not tendered by an admitted company. The bidding company **shall** meet the qualifications mentioned above without regard to any cut-through endorsements to a higher company. Direct quotations from companies (including reinsurance carriers) **shall** be considered an alternate bid. Mutual companies which write assessable insurance policies are not acceptable and will not be considered for award of the bid.
- 1.2** The contract and policy term **shall** be for the period of time as reflected under EXHIBIT I.
- 1.3** Invoices for policies delivered and accepted **shall** be submitted (in duplicate) by the bidder/contractor on its own form directly to ORM, Division of Administration. After ORM has awarded coverage, the bidder/contractor **shall** provide premium breakdown per vessel, with a further breakdown for hull and machinery and protection and indemnity for Section I. The total premium for Section II **shall** also be broken per vessel. This information **shall** be used for internal accounting purposes only, the breakdowns should not be included in the policies issued, but available upon request from the successful bidder/contractor. ORM will provide a formatted Excel spreadsheet outlining how the premium breakdown **shall** be submitted. This breakdown shall be submitted with the invoices no later than **May 31, 2009**.
- 1.4** **Premiums for each State budget agency shall be computed separately where policies of insurance cover more than one State budget agency.**
- 1.5** **Contractor shall be required to furnish closure claims settlement notices to ORM, Division of Administration, on all settlements of claims. Contractor shall be required to furnish a quarterly report reflecting claims (cumulatively for policy year, not just activity for the quarter) opened and closed and claims reserved and paid per agency by policy year including all allocated loss adjustment expenses until all claims are closed. Information to be reflected on the quarterly report for each individual claim shall include but not be limited to the following.**
- 1.5.1** **Date of Loss;**
  - 1.5.2** **Status of claim** (open, closed, reopened);
  - 1.5.3** **Brief Description of Loss;**
  - 1.5.4** **Name of State Agency;**
  - 1.5.5** **Amount of claim as indicated below** (by coverage code, if coverage code is applicable);
    - 1.5.5.1** Total Incurred;
    - 1.5.5.2** Amount paid;
    - 1.5.5.3** Amount reserved;
    - 1.5.5.4** Amount recovered;
    - 1.5.5.5** Amount of loss adjustment expenses; and
    - 1.5.5.6** Net Incurred
- 1.6** All books and records of transactions under this contract **shall** be maintained by the bidder/contractor for a period of five (5) years from the date of the final payment under the contract.
- 1.7** ORM will execute any "A" rate form or Louisiana Certification of Exempt Commercial form as necessary to enable the underwriter to comply with any premium charge quoted and preclude any violation of rating bureau requirements (if applicable). The form(s) will be executed upon written request. See Schedule "F" for sample copy of form.

- 1.8 The contractor shall make special filings of policy forms with the Louisiana Department of Insurance as needed to comply with coverage requested in these specifications prior to the issuance of the policy.**
- 1.9** At the request of ORM, the insurance policy issued to include coverages as reflected in PART IV, of these specifications will be revised by way of endorsements to the policy extending or deleting coverage as a result of any changes in units of exposure, if needed.
- 1.10** A bidder/contractor offering a direct sale of insurance to the State should have reduced the policy premium by the amount of the commission which would have been paid, as indicated by Louisiana R.S. 39:1631.
- 1.11** "It **shall** be unlawful for an agent (bidder/contractor) to split, pass on or share with any person, group, organization or other agent, except the *State of Louisiana*, all or any portion of the commission derived from the sale of insurance to the State..." Louisiana R.S. 39:1632.

**2. General Required Endorsements**

The "policy of insurance" as used in this section shall mean policy issued by the successful bidder/contractor.

- 2.1** The cancellation provisions of the policy of insurance shall be replaced with the following: **"It is agreed that the guidelines set forth in this policy as regards cancellation of coverage are set aside and shall be inoperative to the extent that they are in conflict with the following verbiage:**

**The insured may cancel the policy by returning it to the company or by giving the company advance notice of the date cancellation is to take effect. The company may cancel or non-renew the policy by mailing to the insured by "Certified Mail, Return Receipt Requested" (at the insured's last known address by the company) written notice of cancellation at least:**

**Thirty (30) days before the effective date of cancellation if cancellation is due to nonpayment of premium; or**

**One hundred-twenty (120) days notice if cancellation or non-renewal is due to any other reason.**

**The company may deliver any notice instead of mailing it. A signed return receipt will be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period."**

- 2.2** The policy of insurance **shall** include this endorsement: **"The inclusion of more than one Named Insured in the policy shall not affect the rights of any Named Insured as respects any claim or suit by any other Named Insured or by an employee or such other insured."**
- 2.3** The policy of insurance **shall** include this endorsement unless a "Separation of Insureds" clause is part of the policy: **"The policy shall insure each Named Insured in the same manner as though a separate policy had been issued to each, but nothing contained herein shall operate to increase the company's liability as set forth elsewhere in this policy beyond the amount or amounts for which the company would have been liable if only one insured had been named, without the prior written approval of the Named Insured."**
- 2.4** The policy of insurance **shall** include this endorsement: **"For the insurance afforded herein, the State Risk Director for the Office of Risk Management/Division of Administration, *State of Louisiana* is authorized to act for all insureds respecting the giving and receiving of notice of cancellation, non-renewal or material change, receiving any return premium or dividend, and changing any provisions of this coverage. Such notice or changes shall be mailed in care of the Office of Risk Management, Division of Administration, Post Office Box 91106, Baton Rouge, LA 70821-9106."**
- 2.5** The policy of insurance **shall** include this endorsement: **"For the insurance afforded herein, each State agency shall be considered a separate risk and policy conditions excluding the right of one insured to present a claim against another insured shall not be invoked between such State**

**Agencies.**

- 2.6 The policy of insurance shall include this endorsement: **“Neither the Insured nor the company may cancel or eliminate any Section or Coverage Part of the policy without the consent of the other party. If either party elects to cancel, only the policy in its entirety, and not a Section of the policy, is subject to cancellation unless the two parties agree that a Section(s) or Coverage Part(s) of the policy will be eliminated.”**
- 2.7 The policy of insurance shall include this endorsement: **“The policy of insurance shall provide Protection and Indemnity coverage to include Cargo Legal Liability coverage.”**
3. **Specific Required Endorsements - The following applies to coverage provided for SECTION I only.**
- 3.1 The policy of insurance shall include this endorsement: **"The policy of insurance is issued with the understanding that navigation is confined to the inland and coastal waters of the State of Louisiana, with the exceptions of the M/V “Pelican” and M/V “Acadiana.”**
- 3.2 The policy of insurance shall include this endorsement: **"In consideration of premium charged it is agreed that coverage hereunder shall not be subject to any warranties of seaworthiness (other than as respects hull coverage at the time of initial attachment) unless specifically expressed herein. This clause, however, shall not affect the due diligence provision of the Inchmaree Clause nor shall this clause be interpreted as extending coverage for losses due to seaworthiness as an insured peril."**
- 3.3 The policy of insurance shall include this endorsement: **"The policy of insurance shall provide under the hull and machinery feature, coverage including strikes, riots and civil commotion."**
- 3.4 The policy of insurance shall include this endorsement: **"Bidder/contractor shall furnish automatic hull and liability coverage on all newly acquired owned vessels for thirty (30) days. Limit of automatic hull coverage shall not exceed \$5,000,000. Newly acquired shall be defined as the time at which the State has care, custody and control of the vessel."**
- 3.5 The policy of insurance shall include this endorsement: **"As respects confiscated or borrowed vessels, bidder/contractor shall furnish automatic liability coverage for ten (10) days."**
- 3.6 The policy of insurance shall include this endorsement: **"Contractor shall furnish automatic hull (when required by lease agreement) and liability on leased vessels for 10 days. Automatic hull coverage shall not exceed \$5,000,000."**
- 3.7 The policy of insurance shall include this endorsement: **"It is understood and agreed that this insurance excludes all claims in respect to crew and/or employees of the Assured for injuries, sickness, and death, when such are compensable under the Louisiana Workers' Compensation Law, LSHWA, and Maritime."**
- 3.8 The policy of insurance shall include this endorsement: **"It is agreed that if, in the ordinary course of business, the Insured is required to grant releases from liabilities or arrange for waiver of underwriters' rights of subrogation, privilege is hereby granted to do so, provided prompt notice of any such action be given underwriters."**
- 3.9 The policy of insurance shall include this endorsement: **"In the event of cancellation or elimination by the insurance company, return premium shall be pro-rata. In the event of cancellation or elimination by the Insured, return premium shall be pro-rata less 10%. In the event of disposal (or sale) of an insured vessel, the return premium shall be pro-rata."**
- 3.10 The policy of insurance shall include this endorsement: **"Insureds: With respect to State Of Louisiana - Department of Transportation and Development and Crescent City Connection Division as follows:**

The Crescent City Connection Division, formally referred to as the Mississippi River Bridge Authority, an Instrumentality of the State of Louisiana within the Department of Transportation and Development pursuant to Act 513 of 1976, owner and the First National Bank of Commerce in New Orleans, Trustee, as their interests may appear.

Trading Warranty: Warranted by the Insured confined to the use and the navigation of the inland waters of the State of Louisiana.

Additional Insureds:

A. With respect to vessels as per SCHEDULES AA & BB as follows:

- Board of Commissioners of the Port of New Orleans
- Plaquemines Parish Commission Council

B. With respect to the Cable Ferry at the Bancker Canal Ferry location only:

- Police Jury of Vermillion Parish  
(Warranted that provisions of Articles IV & VIII of the contract between Dept. of Transportation and Development and the Parish of Vermilion are fully and strictly complied with.)

**\*SCHEDULE AA\***

- Ferry Boats:
1. "Louis B. Porterie"
  2. "Thomas Jefferson"
  3. "Captain Neville Levy"
  4. "Colonel Frank X. Armiger"
  5. "Senator Alvin T. Stumpf"
  6. "St. John"

**\*SCHEDULE BB\***

- Pontoons:
1. Steel Pontoon – New Orleans, Winston Landing
  2. Steel Pontoon - Chalmette Side, Paris Road Landing
  3. Steel Pontoon - New Orleans Side, Jackson Avenue Landing
  4. Steel Pontoon – Gretna, Huey P. Long Landing
  5. Steel Pontoon – New Orleans Side, Canal Street Landing
  6. Steel Pontoon - Algiers, Bouny Landing

3.11 The policy of insurance shall include this endorsement: "This policy automatically covers each vessel acquired, purchased or bareboat chartered by the Insured up to the following maximum limits of liability:

\$ 5,000,000 - Hull and Machinery  
\$25,000,000 - Protection and Indemnity

The agreed valuation under this clause shall be as follows:

1. With respect to purchased vessels: Purchase Price.
2. With respect to bareboat chartered vessels: The amount set forth in the charter party executed by Insured and vessel owner, or in the event of an oral bareboat charter, the amount agreed upon by Insured and the owner; but in no event shall the amount be more than the original purchase price, or the amount the bareboat chartered vessel was insured prior to being chartered to the Insured.

It is further agreed that the Insured shall give notice where practicable prior to such acquisition, and in any event within thirty (30) days after the acquisition of any vessel. Premium shall be paid at a pro-rata basis."

- 3.12 The policy of insurance shall include this endorsement: "It is understood and agreed with respect to the vessels 'Pelican' and 'Acadiana' only, the navigation warranty is amended to read as follows:

Warranted by the Assured confined to the use and navigation of the inland and coastal waters of Texas, Louisiana, Mississippi, Alabama and Florida including the entire Gulf of Mexico excluding the waters of Cuba and Mexico."

- 3.13 The policy of insurance shall include this endorsement: "It is understood and agreed with respect to vessels other than the 'Pelican' and 'Acadiana', the navigation warranty is amended to read as follows: Warranted by the Assured confined to the use and navigation of the inland and coastal waters of the State of Louisiana."

- 3.14 The policy of insurance shall include this endorsement: "It is understood and agreed that Underwriters' Rights of Subrogation shall be considered waived against all Louisiana Domicile Political Subdivisions."

- 3.15 The policy of insurance shall include this endorsement: "It is understood and agreed that the company shall name LOOP, INC. as an additional Insured as respects the following described vessels which are insured under (2855) Department of Wildlife and Fisheries – Marine Fisheries Division:

1. "Tarpon" #LA 1379PU

It is further understood and agreed that the company hereby waives its right of subrogation against LOOP, INC. as respects the vessels listed above. This waiver of subrogation is in favor of LOOP, INC., which shall include Section II - Pollution Coverage. However, said waiver shall apply only to the extent to which the Named Insured has, in writing, waived such right against LOOP, INC.

In the event of cancellation of, or material change in this policy by this company, at least thirty (30) days prior written notice of such shall be given to the below listed concern.

LOOP, INC.  
OIL CENTER  
2150 Westbank Expressway  
Harvey, Louisiana 70058

4. Specific Required Endorsements - The following applies to coverage provided for SECTION II only.

- 4.1 The policy of insurance shall include this endorsement: "It is understood and agreed that this policy is amended to provide indemnity for:

Administrative Penalties imposed pursuant to Section 311(b)(6)(B) of the Federal Water Pollution Control Act (FWPCA)(33 U.S.C. 1321) (b) as amended by OPA 1990 or subsequently, and arising under Section 311(b)(6)(A)(1) *only*. Penalties imposed under any other Section of FWPCA, any other Federal Statute, or the laws of any state or subdivision thereof as specifically EXCLUDED. Indemnification for defense costs incurred with the prior

consent of the insurer in connection with this endorsement are also included hereunder, subject to the limits provided below and not as separately insured.

The maximum amount payable for liability arising under this endorsement shall be \$137,500 each and every occurrence or series of occurrences arising out of one event, provided that, in no event shall the insurer indemnify the Assured for more than \$137,500 in the aggregate during the term of this policy and provided further that each penalty is subject always to a deductible of \$500 each vessel each occurrence."

## 5. Delivery Dates and Location

- 5.1 The policy of insurance **shall** be received by ORM within forty-five (45) days from the inception date of the policy and **shall** not be delivered to any other State agency.
- 5.2 Coverage binder **shall** be received by ORM within five (5) days of the date award is made.
- 5.3 Bidder/Contractor shall issue endorsement(s) to any additional insured(s) as requested by the Named Insured.
- 5.4 This is a request for a guaranteed cost for one (1) year policy in effect from **July 1, 2009 to July 1, 2010 with two one-year options to renew at the same rates.**
- 5.5 After ORM has awarded coverage, the bidder/contractor **shall** provide premium breakdown per vessel, with a further breakdown for hull and machinery and protection and indemnity for Section I. The total premium for Section II **shall** also be broken down per vessel. This information **shall** be used for internal accounting purposes only; the breakdowns should not be included in the policies issued. ORM will provide a formatted Excel spreadsheet outlining how the premium breakdown **shall** be submitted. This breakdown shall be submitted with the invoices no later than **May 31, 2009.**

## 6. Forms

The following form numbers are provided for content purposes *only*:

### **SECTION I - Tug Boats, Ferry Boats, Pontoons and Barges and Vessels over Twenty-six (26) Feet in Length**

1. American Institute Tug Form (August 1, 1976) 53R-1 or equivalent.
2. American Institute Hull Clauses #7 (June 2, 1977) or equivalent.
3. American Institute Increased Value and Excess Liabilities Clauses 129-P (Nov. 3, 1977) or equivalent.
4. Protection and Indemnity - SP-23 (Revised 1/56) or equivalent.
5. American Institute Excess Marine Liabilities Clauses (Nov. 3, 1977) 8-A or equivalent.
6. American Institute Port Risk Endorsement (Jan. 18, 1970) 57A-5 or equivalent.

## 7. Claims Service

- 7.1 The bidder/contractor shall provide claims service for the hull, protection and indemnity (property damage and bodily injury), and towers and collision to cover schedule tug boats, ferry boats, pontoons and barges, and vessels over twenty-six (26) feet in length for the State of Louisiana, Various Departments, on all claims which exceed ORM retention.
- 7.2 The claims service shall be responsible for the handling of our claims to their conclusion in a professional manner. Should the contract be terminated the bidder/contractor **shall** remain responsible for occurrences that take place during the policy period.

**7.3** Claims below ORM retention may be handled by ORM at our expense, or be assigned to an independent marine adjusting firm. Bidder/Contractor agrees to reimburse ORM for expenditures for claims service by an independent marine adjusting firm on all claims, which exceed ORM retention.

**7.4** ORM **shall** notify the agent of record of all claims falling into the following categories:

Quadriplegic  
Paraplegic  
Brain Damage  
Serious Burn Cases  
Any other cases which ORM deems appropriate  
Any claims where ORM reserves exceed \$500,000

Reporting will be made by ORM to the agent-of-record only and the agent-of-record will be responsible for complying with insurance company reporting requirements.

**8. Rates**

**8.1.** The contractor **shall** provide ORM with the rate(s) per unit of exposure corresponding to premium indicated on EXHIBIT I as regards Tug Boats, Ferry Boats, Pontoons and Barges, and Vessels Over Twenty-six (26) Feet in Length. The rate(s) **shall** be indicated on EXHIBIT II of these specifications.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART III</i>	*		*	
B-146	*	<i>GENERAL CONTRACTUAL</i>	*	March 4, 2009	*	17 of 113
		<i>REQUIREMENTS</i>				

**PART III**

**GENERAL CONTRACTUAL REQUIREMENTS**

1. Bidder/Contractor **shall** be bound by the provisions of Louisiana R.S. 39:1551, et. seq., (The Louisiana Procurement Code).
2. Unless otherwise provided by law, a contract for services may be entered into for periods of not more than three years. No contract **shall** be entered into for more than one year unless the length of the contract was clearly indicated in these specifications. At the option of the *State of Louisiana* and upon acceptance by the bidder/contractor, any contract awarded for one year may only be extended for two additional twelve-month periods -- not to exceed a total contract period of thirty-six months.
3. **Appropriation Dependency Clause**
  - 3.1 The continuation of this agreement is contingent upon the appropriation of funds, to fulfill the requirements of the agreement, by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of this agreement, or if a lawful gubernatorial order issued in or for any given fiscal year during the term of this agreement, reducing the funds appropriated in such amounts as to preclude making the payments set out herein, the agreement **shall** terminate on the date said funds are no longer available without any liability incurring onto the State other than to make payment for services rendered prior to the termination date.
  - 3.2 However, the State **shall** be under a duty to make such determination only in good faith and not, arbitrarily and without justification, to cancel this agreement for the sole purpose of acquiring from another vendor other products of comparable quality and value, and the State agrees that it will use its best efforts to obtain approval of necessary funds to fulfill the obligations of this agreement by taking the appropriate action to request adequate funds to continue this agreement.
4. Endorsements extending and/or deleting coverage which are issued to the policy of insurance **must** reflect any increases or decreases in the amount of the bidders'/contractors' compensation (premium) and **shall** serve to modify or amend the premium as reflected on EXHIBIT I of these bid specifications. No other method, and/or no other document, including correspondence, acts and oral communications by or from any person, **shall** be construed as a modification or supplementation of the contract except as herein delineated as regards amendments and endorsements.
5. In the event the company or companies originally contracted with by ORM fail(s) to perform, ORM **shall** allow substitution for such company or companies if the parties sought to be substituted meet other criteria established by these specifications. In the event substitution of company or companies occurs, company signature pages signed by the replacement company or companies **must** also be submitted to ORM.

## **PART IV**

### **GENERAL BID INFORMATION**

#### **1. Special Instructions to Bidder**

- 1.1 The bidder/contractor **must** respond to this IFB by submitting all data required herein in order for this bid to be evaluated and considered for award. Failure to submit such data **shall** be deemed sufficient cause for disqualification of a bid from further consideration of award.
- 1.2 The bidder/contractor **shall** provide Hull, Protection and Indemnity (property damage and bodily injury), and Towers and Collision to cover schedule Tug Boats, Ferry Boats, Pontoons and Barges, and Vessels over Twenty-six (26) Feet in Length for the State of Louisiana, Various Departments, and Pollution Coverage as required by Public Law 101-380- The Oil Pollution Act of 1990 for the State of Louisiana, all State Departments, Agencies, Boards and Commissions which **must** equal or exceed the coverage provided in the sample policy reflected in Schedule D of these specifications.
- 1.3 Any change or restriction in conditions, warranties, or exclusions from the sample policy (found elsewhere in these specifications) or from these specifications **must** be completely explained in writing and attached to the bid. Any such deviations which provide less coverage and/or service than that required in the underlying policy and/or these bid specifications **shall** be considered an alternate quotation. Any such change or restriction **shall** be indicated on EXHIBIT V of these specifications. **Submission of sample policy(ies) and/or service narrative shall not be considered to be in compliance with the above stipulations.**
- 1.4 ORM reserves the right to reject any or all bids.
- 1.5 Bidder/Contractor is bound by all of the terms, prices and conditions of its bid for a term of sixty (60) days after bid opening. No bid may be withdrawn prior to the expiration of that sixty (60) day period.
- 1.6 Bids will be awarded by competitive sealed bidding, pursuant to R.S. 39:1594. Only dollar values stated in EXHIBIT I will be considered for award of the bid. The DOA/ORM reserves the right to award the bid for the option which provides the highest limit of coverage at the lowest premium within the individual budget agency(ies) allocated funding, if applicable.
- 1.7 A contract or order resulting from this invitation **shall** be awarded in response to a bid providing the lowest responsible and responsive bid to the *State of Louisiana*.
- 1.8 Any award of the contract resulting from this invitation **shall** be made by written notification from ORM.
- 1.9 **As respects this bid, company name and signature of designated authorized representative of the insurance company shall be indicated on EXHIBIT III of these specifications. Submission of a bid bond in compliance with PART IV, Item 3 of these specifications does not eliminate the need for a company signature; however, the submission of a bid bond allows any authorized person from the company to sign the invitation in lieu of the designated authorized person.**

#### **2. Pricing Information**

- 2.1 The bidder/contractor **shall** provide fixed rates for services as required by the Technical Specifications. These costs **shall** be shown on the form attached as EXHIBIT I and EXHIBIT II, which **must** be returned with the proposal along with the entire IFB document.
- 2.2 The bidder/contractor **must** provide other information as required in EXHIBIT I.
- 2.3 The bidder's/contractor's quotation **shall** be based on the following:

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART IV	*		*	
B-146	*	GENERAL BID	*	March 4, 2009	*	19 of 113
		INFORMATION				

**2.3.1. Guaranteed Cost Plan** - Any Proposal submitted by the bidder/contractor **must** be submitted on the form herein provided with the blank spaces filled in showing the annual premium based on the coverages reflected in PART IV of these specifications.

**2.4** Percentage of commission return **shall** reflect that percentage of the total premium which will be returned to the State by the successful bidder/contractor, if applicable, and as allowed in Louisiana R.S. 39:1631 and Louisiana R.S. 39:1632.

**2.5** Any increase and/or decrease in premiums during the policy period **shall** increase and/or decrease the amount of commission return to the same degree of percentage as the original commission return utilized in the net premium determination.

### **3. Bidder Information**

**3.1** As regards the insurance company and an incorporated insurance agency, the bidder/contractor shall attach either one of the following (Items 3.1.1 or 3.1.2) to the proposal:

**3.1.1 Board resolution or power of attorney (with seal):**

**3.1.1.1** giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance agency.

**3.1.1.2** giving the designated authorized representative of the insurance company authority to tender a premium quotation on behalf of the insurance company.

**3.1.1.3** giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance company.

**3.1.2** Bid bond in an amount equal to at least 10% of the Net Annual Installment Premium reflected on EXHIBIT I of these specifications or \$100,000, whichever is more. Bid bonds for 10% of *Net Annual Premium* can be rounded to nearest dollar.

**3.2** As regards an unincorporated insurance agency (sole proprietor agency), the bidder/contractor shall attach either one of the following items (3.2.1 or 3.2.2) to the proposal.

**3.2.1 Notarized affidavit, board resolution or power of attorney (with seal):**

**3.2.1.1** giving documentation from the Louisiana Insurance Department reflecting proof of ownership of the agency.

**3.2.1.2** giving the designated authorized representative of the insurance company authority to tender a premium quotation on behalf of the insurance company.

**3.2.1.3** giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance company.

**3.2.2** Bid bond in an amount equal to at least 10% of the Net Annual Installment Premium reflected on EXHIBIT I of these specifications or \$100,000, whichever is more. Bid bonds for 10% of *Net Annual Premium* can be rounded to nearest dollar.

**3.3** The bidder/contractor must submit with its response to this IFB, a certificate of insurance showing proof of errors and omissions coverage on the agent and/or broker with limits of liability of at least \$1,000,000. This errors and omissions coverage must be maintained throughout the period of this

contract.

- 3.4** The bidder/contractor **must** submit a narrative description of the claim service it proposes to provide. The narrative should include, but not necessarily limited to, a description of the claim handling procedures (routine processing) commencing with the date of loss, reaction time on claims and length of time before a claims payment will be made. The bidder/contractor **shall** be held contractually responsible for information provided in EXHIBIT IV.

#### **4. Insurance Required**

##### **4.1 The following insurance requirements apply to coverage provided for SECTION I *only*.**

- 4.1.1** Bidder/Contractor **shall** issue a policy or policies of insurance and **must** provide hull and protection and indemnity coverage as indicated:

- 4.1.1.1** Hull Insurance to replacement cost value should be written on all vessels reflected in SCHEDULE A of these specifications.

Hull Value - See SCHEDULE A for Hull Values to be used for Fiscal Year 2008-2009.

Deductible - \$1,000,000 per occurrence.

- 4.1.1.2** **A hostile acts exclusion with limited buyback endorsement will NOT be accepted for SECTION I Hull coverage.**

- 4.1.2** Protection and Indemnity (P&I 1955SP-38) or Equivalent

Limit of Liability - ORM reserves the right to purchase coverage in increments of \$25,000,000 up to \$100,000,000.

Deductible - \$1,000,000 per occurrence.

- 4.1.3** Towers and Collision

Limit of Liability - ORM reserves the right to purchase coverage in increments of \$25,000,000 up to \$100,000,000.

Deductible - \$1,000,000 per occurrence.

- 4.1.4** **The maximum deductible for any one occurrence is \$1,000,000.**

- 4.1.5** **A hostile acts exclusion with limited buyback endorsement will be accepted for SECTION I Protection and Indemnity (P&I) coverage based on the endorsement shown in SCHEDULE D or equivalent. The premium for the buyback option shall be included in the premium quotation shown in EXHIBIT I.**

##### **4.2 The following insurance requirements apply to coverage provided for SECTION II *only*.**

- 4.2.1** The bidder/contractor **shall** provide insurance to cover the statutory limits of Public Law 101-380 - The Oil Pollution Act of August 18, 1990 hereinafter referred to as O.P.A. as per the sample policy form, or equivalent, with excess coverage to a minimum of \$5,000,000 insurance to include the statutory limits of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (Public Law 91-510). There will be a \$1,000,000 deductible.

- 4.2.2** Unless the Pollution Policy includes loss of life or personal injury caused by pollution, contamination of cargo on insured vessel or vessels of others, the Protection and

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART IV</i>	*		*	
B-146	*	<i>GENERAL BID</i>	*	March 4, 2009	*	21 of 113
		INFORMATION				

Indemnity Policy **shall** be extended to cover these liabilities.

- 4.2.3** Underwriters **shall** be acceptable to the State of Louisiana and to the United States Government to meet the financial responsibility required by the act(s) and **shall** file the necessary certificates required of the guarantor when requested by the State of Louisiana.

Only with respect to insurance required by the O.P.A, a syndicate of admitted companies will be considered to meet the A.M. Best Rating required by Part II, Section 1.1.5 of this IFB if at least 80% of its subscribing companies meet or exceed that rating requirement. If the bidder/contractor proposes to use a syndicate, the bidder/contractor **shall** submit with the bid quotation, on a separate page(s), a list of the subscribing companies which are to participate on the State's policy since ORM **must** verify that at least 80% of the companies meet the required A.M. Best Rating.

- 4.2.4** A waiver of subrogation in favor of LOOP, INC **shall** be included as referenced in Part II, Technical Specifications, 3.15.

- 4.2.5** No pollution coverage is required on any barge seized by the Office of the Oil Spill Coordinator.

**5. Underwriting Information**

- 5.1** Underwriting information as regards schedule of insureds, vessels, hull values, hull deductibles, protection and indemnity limits of liability, maritime exposures, etc. are reflected in SCHEDULE A - E of these specifications. Premium and loss history is provided in SCHEDULE B of these specifications. The schedule of vessels found in SCHEDULE A is current as of the date indicated on the schedule. The most recent surveys on the vessels, which are three (3) years old, are available upon written request.

**EXHIBIT I**

**BID QUOTATION FORM**

The bidder/contractor proposes to furnish a policy providing insurance for the premium stated below for the *State of Louisiana* – Various State Departments, Agencies, Boards, and Commissions (as scheduled) effective for the period of **July 1, 2009 to July 1, 2010 with two (2) one-year options to renew at the same rates.**

	Annual Gross Premium Installment <sup>1</sup> (Plus Cost of Appraisal)	Less Commission Return <sup>2</sup> (Per LA R.S. 39:1632)	Net Premium Installment Due (Plus Cost of Appraisal)
<b>Layer 1 - \$24,000,000 excess of \$1,000,000</b>			
<b>Section I</b> – Hull, Protection & Indemnity (excluding P&I for crew members), and Towers and Collision	\$	-	\$
<b>Section II</b> – Pollution Coverage	\$	-	\$
TOTAL for Layer 1:	\$	-	\$
<b>Layer 2 - \$25,000,000 excess of \$25,000,000</b>			
<b>Section I</b> – Hull, Protection & Indemnity (excluding P&I for crew members), and Towers and Collision	\$	-	\$
<b>Section II</b> – Pollution Coverage	\$	-	\$
TOTAL for Layer 2:	\$	-	\$
<b>Layer 3 - \$25,000,000 excess of \$50,000,000</b>			
<b>Section I</b> – Hull, Protection & Indemnity (excluding P&I for crew members), and Towers and Collision	\$	-	\$
<b>Section II</b> - Pollution Coverage	\$	-	\$
TOTAL for Layer 3:	\$	-	\$
<b>Layer 4 - \$25,000,000 excess of \$75,000,000</b>			
<b>Section I</b> – Hull, Protection & Indemnity (excluding P&I for crew members), and Towers and Collision	\$	-	\$
<b>Section II</b> - Pollution Coverage	\$	-	\$
TOTAL for Layer 4:	\$	-	\$
<b>Section III - Valuation/Appraisal Service</b>			
<b>Section III</b> – Valuation/Appraisal Service	\$		\$

**See notes on following page.**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT I</i>	*		*	
B-146	*	<i>BID QUOTATION</i>	*	March 4, 2009	*	23 of 113
		FORM				

This bid will be awarded based on the sum of the premium for Layer 1 (\$24M XS of \$1M) plus the cost of Section III (Valuation/Appraisal Service). ORM reserves the right to purchase additional coverage in increments of \$25,000,000 up to \$100,000,000.

The successful bidder **must** submit the premium breakdown per vessel with the invoices no later than **May 31, 2009**. This breakdown **must** be in the format of the Excel spreadsheet posted with the bid, which can be found at <http://www.doa.louisiana.gov/orm/uwnewbid.htm>.

NOTE: The premiums listed above should include the cost of the buyback option of the hostile acts endorsement. See Part IV., 4. Insurance Required and SCHEDULE D.

<sup>1</sup>In the event the percentages of policy tax, or surplus lines tax or other taxes increase due to changed legislation, the bidder(s)/contractor(s) shall absorb the increases as the State cannot pay more than the amounts quoted on the successful bid except in the instances of increased coverage.

<sup>2</sup>For explanation refer to PART II - Technical Specifications, Subsection 1, General Specifications, Paragraph 1.11 and PART IV - General Bid Information, Subsection 2, Pricing Information, Paragraph 2.4. **Bidder/Contractor must reflect percentage of total premium which will be returned to the State.**

**EXHIBIT II**

**PREMIUM RATES**

The bidder/contractor shall indicate below the rate(s) per unit of exposure corresponding to premium indicated on EXHIBIT I. (If additional space is required, supplemental pages that are identified should be attached for the bidder's/contractor's complete response.)

The bidder/contractor shall indicate the discounted percentage rate for Protection & Indemnity while a vessel is laid up or dry-docked: \_\_\_\_\_%

	RATE
<b>Layer 1 - \$24,000,000 excess of \$1,000,000</b>	
<b>Section I</b> – Hull, Protection & Indemnity (excluding P&I for crew members), and Towers and Collision	\$ _____
<b>Section II</b> – Pollution Coverage	\$ _____
TOTAL for Layer 1:	\$ _____
<b>Layer 2 - \$25,000,000 excess of \$25,000,000</b>	
<b>Section I</b> – Hull, Protection & Indemnity (excluding P&I for crew members), and Towers and Collision	\$ _____
<b>Section II</b> – Pollution Coverage	\$ _____
TOTAL for Layer 2:	\$ _____
<b>Layer 3 - \$25,000,000 excess of \$50,000,000</b>	
<b>Section I</b> – Hull, Protection & Indemnity (excluding P&I for crew members), and Towers and Collision	\$ _____
<b>Section II</b> - Pollution Coverage	\$ _____
TOTAL for Layer 3:	\$ _____
<b>Layer 4 - \$25,000,000 excess of \$75,000,000</b>	
<b>Section I</b> – Hull, Protection & Indemnity (excluding P&I for crew members), and Towers and Collision	\$ _____
<b>Section II</b> - Pollution Coverage	\$ _____
TOTAL for Layer 4:	\$ _____
<b>Section III – Valuation/Appraisal Service</b>	
<b>Section III</b> – Valuation/Appraisal Service	\$ _____

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT III</i>	*		*	
B-146	*	COMPANY SIGNATURE	*	March 4, 2009	*	25 of 113
		PAGE				

**EXHIBIT III**

**COMPANY SIGNATURE PAGE**

INSURANCE COMPANY OR COMPANIES TO BE USED AND PERCENTAGE OR LAYER OF COVERAGE TO BE PROVIDED BY EACH: **(If additional space is required supplemental pages that are identified should be attached for insurance company name and signature)**

NOTE: See signature requirements per PART I, Item 6 and PART IV, Item 1.9.

**Insurance Company Name:** \_\_\_\_\_

**Signature Of Designated Authorized Representative Of The Insurance Company:**

\_\_\_\_\_

**Percentage Or Layer Of Coverage To Be Provided:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE: Bidder/Contractor Must Answer the Following Questions:**

- |  | <b>YES</b>               | <b>NO</b>                |
|--|--------------------------|--------------------------|
| 1) Is insurance company an assessable mutual company? <sup>3</sup>         | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Is insurance company licensed to do business in Louisiana? <sup>3</sup> | <input type="checkbox"/> | <input type="checkbox"/> |

\_\_\_\_\_

<sup>3</sup>See PART II, Item 1.1.6 of these specifications

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT IV</i>	*		*	
B-146	*	<i>CLAIMS HANDLING</i>	*	March 4, 2009	*	26 of 113
		PROCESS				

**EXHIBIT IV**

**CLAIMS HANDLING PROCESS NARRATIVE**

Bidders/Contractors **shall** respond to the following:

Provide a narrative description of the claims handling procedures (routine processing) to be used in servicing the account for hull insurance to replacement cost, protection and indemnity on scheduled vessels, and pollution coverage. The description should include, but not be limited to, the routine processing of claims, the reaction time to a new loss, and the length of time before a claim's payment will be made. (If additional space is required, supplemental pages that are identified should be attached for the bidder's/contractor's complete response.)

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT V</i>	*		*	
B-146	*	COVERAGE AND/OR	*	March 4, 2009	*	27 of 113
		SERVICE DEVIATIONS				

**EXHIBIT V**

**COVERAGE AND/OR OTHER SERVICES DEVIATIONS**

Bidder/Contractor **shall** indicate below any change or restriction in conditions, warranties, or exclusions from the hull insurance to replacement cost, protection and indemnity on scheduled vessels, and pollution coverage **and/or other services required by these specifications**. Submission of sample policy and/or service narrative shall not be considered as compliance with above stipulations. Non-disclosure of changes/restrictions shall be interpreted to mean policy and/or other services to be provided will be in compliance with coverage and/or other services requested in these specifications.

**EXHIBIT VI**  
**BIDDER'S CHECK LIST**

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1. Entire IFB returned (per page 6, item 6.2.5).
<input type="checkbox"/>	<input type="checkbox"/>	2. Page 25 (EXHIBIT III) signed by designated authorized representative of the insurance company (per page 6, item 6.1.2 and page 18, item 1.9).
<input type="checkbox"/>	<input type="checkbox"/>	3. Insurance Company Name has been indicated on Page 25 (EXHIBIT III) per page 18, item 1.10.
<input type="checkbox"/>	<input type="checkbox"/>	4. Form ORM-02 signed in ink by designated authorized representative of the insurance agency (per page 6, item 6.1.1).
<input type="checkbox"/>	<input type="checkbox"/>	5. Amendment(s) (if applicable) signed in ink by designated authorized representative of the insurance agency (per page 6, item 6.1.1).
<input type="checkbox"/>	<input type="checkbox"/>	6. Amendment(s) (if applicable) returned (per page 6, item 6.2.5 and page 5, item 4.2).
NOTE: ITEMS 7A, 7B, AND 7C; <u>OR</u> 8A, 8B, AND 8C; <u>OR</u> 9 IS REQUIRED.		
<input type="checkbox"/>	<input type="checkbox"/>	7A. Board resolution/power of attorney (per page 19, item 3.1.1.1) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	7B. Board resolution/power of attorney (per page 19, item 3.1.1.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	7C. Board resolution/power of attorney (per page 19, item 3.1.1.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8A. Notarized affidavit, board resolution/power of attorney (per page 19, item 3.2.1.1) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8B. Notarized affidavit, board resolution/power of attorney (per page 19, item 3.2.1.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8C. Notarized affidavit, board resolution/power of attorney (per page 19, item 3.2.1.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	9. Bid Bond (per page 19, item 3.1.2 or page 19, item 3.2.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	10. Claims narrative submitted (per page 20, item 3.4 and page 26, EXHIBIT IV).
<input type="checkbox"/>	<input type="checkbox"/>	11. Were any coverage and/or other services deviations submitted on page 27, EXHIBIT V (per page 18, item 1.3)?
<input type="checkbox"/>	<input type="checkbox"/>	12. Does insurance company have current Best Rating of "A++", "A+", "A" or "A-", Class VIII or higher (Per page 10, item 1.1.6)?
<input type="checkbox"/>	<input type="checkbox"/>	13. Were premium rates indicated on EXHIBIT II, page 24 (per page 16, item 9.1 and page 18, item 2.1)?
<input type="checkbox"/>	<input type="checkbox"/>	14. Errors and Omissions Certificate (per page 19, item 3.3) is attached.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT VI</i>	*		*	
B-146	*	<i>BIDDER'S CHECK LIST</i>	*	March 4, 2009	*	29 of 113

**EXHIBIT VI**

**BIDDER'S CHECK LIST**

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	15. Were premium quotations indicated on EXHIBIT I, page 22 (per page 18, items 2.1 and 2.2.)?
<input type="checkbox"/>	<input type="checkbox"/>	16. Was commission return percentage factor reflected on EXHIBIT I, page 22 (per page 19, item 2.4)?
<input type="checkbox"/>	<input type="checkbox"/>	17. Are responses to questions on EXHIBIT III, page 25 in compliance with requirements in Item 1.1.6 on page 10?
<input type="checkbox"/>	<input type="checkbox"/>	18. Was the 1 <sup>st</sup> page of the Non-returnable Section, page 30 in EXHIBIT VII signed and returned?
<input type="checkbox"/>	<input type="checkbox"/>	19. Do you agree that premium breakdowns per vessel can be completed by May 31, 2009 (per page 14, Item 5.5)?

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT VII</i>	*		*	
B-146	*	<i>NON-RETURNABLE</i>	*	March 4, 2009	*	30 of 113
		SECTION				

**EXHIBIT VII**

**NON-RETURNABLE SECTION**

The following pages are made part of this bid specification package, but **do not** have to be returned with a quotation. It is the bidder/contractor's responsibility to ensure that all pages have been received and reviewed. This page **must** be returned as part of the bid quotation. If this page is not signed and returned, the submitted bid will be disqualified.

	Pages
Schedule A – Schedule of Vessels	31-36
Schedule B – Premium and Loss History	37-60
Schedule C – Hostile Acts Exclusion and Limited Buyback Endorsement	61-62
Schedule D – Policy Forms and Endorsements	63–109
Schedule E – Additional Underwriting Information	110-113

By signing this page, the bidder/contractor acknowledges that the above schedules have been received in full and reviewed.

\_\_\_\_\_  
Signature of Bidder/Contractor

**SCHEDULE A**

**SCHEDULE OF VESSELS**

**WET MARINE EXPOSURE REPORT**

JANUARY 2009

VESSEL DESCRIPTION	EQUIPMENT NUMBER	LOCATION OF NORMAL OPERATION (lay-up/drydock location)	HOW IS IT USED	# OF CREW	NET TON	GROSS TONS	2004/2005 HULL VALUES [REPLACEMENT COST]
<b>0020 OFFICE OF THE GOVERNOR, OSAB</b>							
BILLING LEVEL - 0020							
<b>0564 DOTD - Bridge &amp; Ferry Maintenance</b>							
BILLING LEVEL - 0550							
<b>FERRY BOATS:</b>							
NEW ROADS - 142.7 FT.	360-003	ST. FRANCISVILLE - NEW ROADS	PASSENGER & VEHICLE FERRY	4	446	656	\$6,550,000
ASCENSION - 194.5 FT.	360-006	PLAQUEMINE(DRYDOCK-BOLLINGER HARVEY)	PASSENGER & VEHICLE FERRY	4	535	787	\$6,800,000
ACADIA - 142.7 FT.	360-007	PLAQUEMINE	PASSENGER & VEHICLE FERRY	4	424	624	\$6,700,000
ST. CHARLES - 95.8 FT.	360-008	WHITE CASTLE(FLEET LANDING)	PASSENGER & VEHICLE FERRY	4	158	233	\$5,985,000
FELICIANA - 97.3 FT.	360-013	WHITE CASTLE	PASSENGER & VEHICLE FERRY	4	191	281	\$4,300,000
IBERVILLE - 97 FT.	360-014	RESERVE(FLEET LANDING)	PASSENGER & VEHICLE FERRY	4	148	223	\$3,660,000
ST. FRANCISVILLE - 142.7 FT.	360-018	ST. FRANCISVILLE - NEW ROADS	PASSENGER & VEHICLE FERRY	4	446	656	\$6,520,000
<b>PONTOONS &amp; BARGES:</b>							
MOVEABLE PONTOON BRIDGE - 128 FT.	232-01-1662-1	BELLE RIVER	VEHICULAR TRAFFIC BRIDGE	--	140	--	\$450,000
MOVEABLE PONTOON BRIDGE - 125 FT.	230-03-0855-1	BAYOU PIGEON -Lower Grand River	VEHICULAR TRAFFIC BRIDGE	--	123	--	\$450,000
MELVILLE-EAST BANK FERRY LANDING - 59.8 FT.	304-001	WHITE CASTLE EASTBANK	LANDING BARGE W/VEHICLE RAMP	--	--	--	\$160,000
MELVILLE-WEST BANK FERRY LANDING - 59.8 FT.	304-002	WHITE CASTLE WESTBANK	LANDING BARGE W/VEHICLE RAMP	--	--	--	\$150,000
FERRY LANDING PONTOON - 130 FT.	304-003	PLAQUEMINE EAST	LANDING BARGE W/VEHICLE RAMP	--	--	--	\$600,000
FERRY LANDING PONTOON - 130 FT.	304-004	PLAQUEMINE WEST	LANDING BARGE W/VEHICLE RAMP	--	--	--	\$600,000
FERRY LANDING PONTOON - 80 FT.	304-007	RESERVE	LANDING BARGE W/VEHICLE RAMP	--	--	--	\$250,000
FERRY LANDING PONTOON - 120 FT.	304-008	EDGAR RESERVE EAST	LANDING BARGE W/VEHICLE RAMP	--	--	--	\$650,000
FERRY LANDING PONTOON - 120 FT.	304-009	EDGAR RESERVE WEST	LANDING BARGE W/VEHICLE RAMP	--	--	--	\$650,000
DRAGLINE CRANE - 130 FT.	305-008	STATEWIDE	LANDING BARGE W/VEHICLE RAMP	--	--	--	\$850,000
FERRY PONTOON DECK BARGE - 84 FT.	305-023	NEW ROADS	WORK BARGE-REPAIR BULKHEADS	2	--	--	\$350,000
CABLE FERRY BARGE - 80 FT.	305-030	STATEWIDE	DOCKING BARGE	--	--	--	\$350,000
BARGE - 60 FT.	305-032	PLAQUEMINE STORAGE	WORK BARGE-BRIDGE MAINT.	--	117	117	\$150,000
FERRY PONTOON/BARGE - 59.9 FT.	305-041	AT PLAQUEMINE (AS SPARES)	LANDING BARGE-BRIDGE MAINT.	2	83	83	\$300,000
FERRY PONTOON DECK BARGE - 84 FT.	305-050	FLEET LANDING, PORT ALLEN	LANDING BARGE W/VEHICLE RAMP	2	81	81	\$275,000
FERRY LANDING PONTOON - 120 FT.	305-058	PORT ALLEN FLEET LANDING	PONTOON BARGE	--	--	--	\$150,000
FERRY LANDING PONTOON - 130 FT.	305-068	NEW ROADS - WESTBANK	LANDING BARGE W/VEHICLE RAMP	--	--	--	\$825,000
FERRY LANDING BARGE - 124.8 FT.	305-069	EAST BANK - ST. FRANCISVILLE	LANDING BARGE W/VEHICLE RAMP	--	94	316	\$950,000
MOVEABLE PONTOON BRIDGE - 125 FT.	824-19-0008-1	BAYOU SORREL -Lower Grand River	VEHICULAR TRAFFIC BRIDGE	--	308	308	\$550,000

WET MARINE EXPOSURE REPORT  
 JANUARY 2009

VESSEL DESCRIPTION	EQUIPMENT NUMBER	LOCATION OF NORMAL OPERATION (lay-up/drydock location)	HOW IS IT USED	# OF CREW	NET TON	GROSS TONS	2004/2005 HULL VALUES (REPLACEMENT COST)
<b>TUG BOATS:</b>							
PRESCOTT FOSTER - 41.9 FT.	360-251	DUTY, LA	TOWING & FERRY SERVICE	1	11	21	\$350,000
ROSS A. GRAND - 53.6 FT.	360-261	FLEET LANDING	PUSH BOAT/TUG BOAT	2	71	104	\$860,000
D. W. GRIFFITH - 53.6 FT.	360-262	STATEWIDE	BRIDGE MAINTENANCE	2	71	104	\$875,000
<b>0571 DOTD - DISTRICT 2/LAMBERT</b>							
BILLING LEVEL - 0550							
<b>PONTOONS &amp; BARGES:</b>							
MOVEABLE PONTOON BRIDGE - 125 FT.	412-02-0038-1	BAYOU BLUE - LAFOURCHE	VEHICULAR TRAFFIC BRIDGE	--	--	--	\$490,000
MOVEABLE PONTOON BRIDGE - 92 FT.	829-20-0001-1	LAROSE - LAFOURCHE	VEHICULAR TRAFFIC BRIDGE	--	--	--	\$175,000
<b>0571 DOTD - DISTRICT 02/WEGENER</b>							
BILLING LEVEL - 0550							
<b>LARGE BOATS 26 FT. &amp; OVER:</b>							
MR. BOB - 38 FT.	345-505	EMPIRE LOCKS	EMPLOYEE TRANSPORTATION	1	71	104	\$300,000
<b>0572 DOTD - DISTRICT 03</b>							
BILLING LEVEL - 0550							
<b>PONTOONS &amp; BARGES:</b>							
BARGE - 80 FT.	305-021	MELVILLE	WORK BARGE - REPAIR BULKHEADS	--	92	92	\$160,000
MOVEABLE PONTOON BRIDGE - 75 FT.	801-09-1117-1	B. PLAQUEMINE BRULE - ESTERWOOD	VEHICULAR TRAFFIC BRIDGE	1	--	--	\$225,000
MOVEABLE PONTOON BRIDGE - 80 FT.	857-66-0572-1	HUMBLE CANAL - VERMILLION	VEHICULAR TRAFFIC BRIDGE	1	--	--	\$390,000
<b>TUG BOATS:</b>							
B. J. RENAUD - 51.1 FT.	360-258	MELVILLE	TOWING & FERRY SERVICE	3	14	64	\$800,000
<b>0576 DOTD - DISTRICT 07</b>							
BILLING LEVEL - 0550							
<b>FERRY BOATS:</b>							
CAMERON II - 204 FT.	360-017	CAMERON	VEHICLE FERRY	4	655	800	\$7,900,000
<b>PONTOONS &amp; BARGES:</b>							
MOVEABLE PONTOON BRIDGE - 150 FT.	195-30-0083-1	GRAND LAKE-INTRACOASTAL -LA 384	VEHICULAR TRAFFIC BRIDGE	--	130	--	\$390,000
MOVEABLE PONTOON BRIDGE - 165 FT.	362-04-0235-1	BAYOU BLACK-INTRACOASTAL -LA 384	VEHICULAR TRAFFIC BRIDGE	--	150	--	\$510,000

**WET MARINE EXPOSURE REPORT**  
**JANUARY 2009**

VESSEL DESCRIPTION	EQUIPMENT NUMBER	LOCATION OF NORMAL OPERATION (by-up/drydock location)	HOW IS IT USED	# OF CREW	NET TON	GROSS TONS	2004/2005 HULL VALUES [REPLACEMENT COST]
<b>0578 DOTD - DISTRICT 58</b> BILLING LEVEL - 0550							
<b>PONTOONS &amp; BARGES:</b>							
FERRY PONTOON BARGE - 80 FT.	305-035	DUTY, LA	LANDING BARGE W/VEHICLE RAMP	1	68	68	\$230,000
<b>TUG BOATS:</b>							
W. F. COOPER - 41.9 FT.	360-257	DUTY-ENTERPRISE	TOWING & FERRY SERVICE	1	14	22	\$300,000
<b>0580 DOTD - DISTRICT 62</b> BILLING LEVEL - 0550							
<b>PONTOONS &amp; BARGES:</b>							
MOVEABLE PONTOON BRIDGE - 90 FT.	305-018	BAYOU LIBERTY - SLIDELL	VEHICULAR TRAFFIC BRIDGE	--	123	--	\$225,000
<b>0586 CRESCENT CITY CONNECTION DIVISION</b> BILLING LEVEL - 0550							
<b>FERRY BOATS:</b>							
ST. JOHN - 142.7 FT.	360-005	PORT OF NEW ORLEANS	PASSENGER & VEHICLE FERRY	4	446	656	\$6,900,000
THOMAS JEFFERSON - 142.4 FT.	360-010	PORT OF NEW ORLEANS	PASSENGER & VEHICLE FERRY	5	398	477	\$4,500,000
LOUIS B. PORTERIE - 140 FT.	360-011	PORT OF NEW ORLEANS	PASSENGER & VEHICLE FERRY	5	522	566	\$8,500,000
CAPT. NEVILLE LEVY - 190 FT.	360-021	PORT OF NEW ORLEANS	PASSENGER & VEHICLE FERRY	5	583	858	\$10,000,000
SEN. ALVIN T. STUMPF - 190 FT.	360-022	PORT OF NEW ORLEANS	PASSENGER & VEHICLE FERRY	5	583	858	\$10,000,000
COL. FRANK X. ARMIGER - 87.5 FT.	360-023	PORT OF NEW ORLEANS	PASSENGER FERRY	5	182	268	\$9,000,000
<b>PONTOONS &amp; BARGES:</b>							
LANDING PONTOON - 190 FT.	304-010	NEW ORLEANS - WINSTON	FERRY DOCK	--	123	--	\$900,000
LANDING PONTOON - 190 FT.	304-011	CHALMETTE - PARIS RD.	FERRY DOCK	--	--	--	\$900,000
LANDING PONTOON - 168 FT.	304-012	NEW ORLEANS - JACKSON AVE.	FERRY DOCK	--	--	--	\$900,000
LANDING PONTOON - 168 FT.	304-013	GREYNA - HUEY P. LONG	FERRY DOCK	--	--	--	\$900,000
LANDING PONTOON - 190 FT.	304-014	NEW ORLEANS - CANAL ST.	FERRY DOCK	--	--	--	\$900,000
BARGE - 150 FT.	304-015	NEW ORLEANS-WINSTON	MAINTENANCE DOCK	--	--	--	\$490,000
LANDING PONTOON - 168 FT.	304-016	ALGIERS - BOUNY	FERRY DOCK	--	--	--	\$900,000
BARGE - 80 FT.	305-064	NEW ORLEANS - WINSTON	WORK BARGE-MARINE MAINT.	--	--	--	\$900,000
<b>TUG BOATS:</b>							
BLUE LENIOR - 68.9 FT.	360-259	PORT OF NEW ORLEANS	TUG & TOWING SERVICE	--	63	92	\$850,000

**WET MARINE EXPOSURE REPORT**  
**JANUARY 2009**

VESSEL DESCRIPTION	EQUIPMENT NUMBER	LOCATION OF NORMAL OPERATION (lay-up/drydock location)	HOW IS IT USED	# OF CREW	NET TON	GROSS TONS	2004/2005 HULL VALUES [REPLACEMENT COST]
<b>0655 SABINE RIVER AUTHORITY</b> BILLING LEVEL - 0655							
LARGE BOATS OVER 26': SHIMANO PONTOON BOAT - 28 FT.	345-456	TOLEDO BEND RESERVOIR	FISHING TOURN. OBSERVATIONS	2	--	--	\$40,000
<b>2030 LA STATE PENITENTIARY</b> BILLING LEVEL - 2030							
PONTOONS & BARGES: FERRY LANDING PONTOON-64 FT. FERRY LANDING PONTOON-64 FT.	018-051 018-052	ANGOLA - MAIN PRISON/MAIN STREET ANGOLA - MAIN PRISON/MAIN STREET	BARGE LANDING BARGE LANDING	-- --	-- --	-- --	\$160,000 \$150,000
<b>2815 DWLF/ENFORCEMENT</b> BILLING LEVEL - 2810							
LARGE BOATS OVER 26': JUSTICE BOSTON WHALER - 27 FT. (974-27-9616) PATROL BOAT #1 - 32FT. (974-27-010039) PATROL BOAT #2 - 32 FT. (974-27-0100111) PATROL BOAT #3 - 32 FT. (974-27-010138) PATROL BOAT #4 - 32 FT. (974-27-10127) PATROL BOAT #5 - 32 FT. (974-27-010555) PATROL BOAT #6 - 32FT. (974-27-010552) PATROL BOAT #7 - 32 FT. (974-27-010563) PATROL BOAT #8 - 27 FT. (974-27-010568) PATROL BOAT #9 - 27 FT. (974-27-010570)	WCG00155F505 WCG00119L607 WCG00165A707 WCG00101K607 WCG00110K607 WCG00041L708 WCG00040L708 WCG00061A808 WCG00078B808 WCG00077B808	HOUMA/THIB. ST. JOHN, JAMES, MARY, & MARTIN OFF COAST OF GRAND ISLE OFF COAST OF CAMERON & VERMILION PARISHES NEW ORLEANS AREA & EASTWARD TO STATE LINE OFF COAST OF ST. MARY, TERREBONNE & LAFOUR NEW ORLEANS AREA SOUTH LOUISIANA CAMERON & VERMILION PARISHES IBERIA PARISH E.B.R., E. FELICIANA, ASCENSION, ST. HELENA, WA	LAW ENFORCEMENT LAW ENFORCEMENT LAW ENFORCEMENT LAW ENFORCEMENT LAW ENFORCEMENT LAW ENFORCEMENT LAW ENFORCEMENT LAW ENFORCEMENT LAW ENFORCEMENT LAW ENFORCEMENT	-- 2 2 2 2 2 2 2 2 2 2	-- -- -- -- -- -- -- -- -- -- --	-- -- -- -- -- -- -- -- -- -- --	\$175,000 \$154,942 \$154,942 \$154,942 \$154,942 \$167,486 \$163,063 \$164,117 \$113,260 \$113,260

WET MARINE EXPOSURE REPORT  
 JANUARY 2009

VESSEL DESCRIPTION	EQUIPMENT NUMBER	LOCATION OF NORMAL OPERATION (day-up/drydock location)	HOW IS IT USED	# OF CREW	NET TON	GROSS TONS	2004/2005 HULL VALUES (REPLACEMENT COST)
<b>2835 DWL/FUR &amp; REFUGE</b> BILLING LEVEL - 2830							
<b>LARGE BOATS OVER 26':</b>							
MRS. M.O. SAGE - 36.8 FT.	974-41-1146	MARSH ISLAND REFUGE	PATROL/TRANSPORT	--	--	--	\$350,000
CANVASBACK - 36 FT.	974-51-4480	PASS A LOUTRE WMA	TRANS. OF PERS. & SUPP.	--	--	--	\$350,000
SKIP JACK - 28 FT.	LA-664-PR	ROCKEFELLER REFUGE	RESEARCH	1	--	--	\$40,000
<b>PONTOONS &amp; BARGES:</b>							
<b>DECK BARGE - 120'</b>	2835	VARIOUS - GULF COASTLINE	UTILITY	--	266	266	\$700,000
UTILITY BARGE - 30 FT.	974-51-1619	MARSH ISLAND REFUGE	TOWING SUPPLIES & EQUIP.	--	--	--	\$40,000
STEEL BARGE - 44 FT.	LA-101	ROCKEFELLER REFUGE	TOWING SUPP. & EQUIP.	--	--	--	\$120,000
DRAGLINE BARGE - 80 FT.	WLF200	STATEWIDE	DRAGLINE/CRANE	--	--	--	\$400,000
STEEL BARGE - 80 FT.	WLF400	STATEWIDE	TOWING SERVICE	--	--	--	\$450,000
STEEL BARGE - 36 FT.	-----	ROCKEFELLER REFUGE	TOWING SUPP. & EQUIP.	--	--	--	\$25,000
SPUD BARGE #1 - 80 FT.	-----	STATEWIDE	DRAGLINE/CRANE	--	--	--	\$580,000
SPUD BARGE #2 - 80 FT.	-----	STATEWIDE	DRAGLINE/CRANE	--	--	--	\$290,000
DREDGE BARGE - 30 FT.	-----	SALVADORE W.M.A.	FUEL STORAGE	--	--	--	\$50,000
UTILITY BARGE - 80 FT.	-----	STATEWIDE	UTILITY	--	--	--	\$300,000
CARGO BARGE - 30 FT.	-----	ROCKEFELLER REFUGE	TOWING SUPP. & EQUIP.	--	--	--	\$40,000
<b>TUG BOATS:</b>							
BRANT - 54 FT.	974-51-5260	STATEWIDE	TOWING SERVICE	2	59	74	\$1,100,000
R. M. BALLAY - 40 FT.	974-53-520	ROCKEFELLER REFUGE	MOVING EQUIP. & DRAGLINES	--	22	28	\$125,000

**WET MARINE EXPOSURE REPORT**

JANUARY 2009

VESSEL DESCRIPTION	EQUIPMENT NUMBER	LOCATION OF NORMAL OPERATION (lay-up/drydock location)	HOW IS IT USED	# OF CREW	NET TON	GROSS TONS	2004/2005 HULL VALUES (REPLACEMENT COST)
<b>2885 DWL/OFFICE OF FISHERIES - MARINE FISHERIES</b>							
BILLING LEVEL - 2850							
LARGE BOATS OVER 26': SEA HORSE - 38 FT. LADY FISH - 27 FT. TARPON - 28FT. MR. McILHENNY - 32FT. PERCY VIOSCA - 52 FT.	974-61-1684 LA-0782-PU LA-1379 PU LA-787-PT LA-1715-PU	LA COASTAL WATERS CALCASIEU LAKE/COASTAL WATERS LA COASTAL WATERS LA COASTAL WATERS LA COASTAL WATERS	SHRIMP/OYSTER SAMPLER SHRIMP/OYSTER SAMPLING BIO. MONIT./CREW TRANSFER TRANS. OF PERSONNEL/SUPP. BIO. MONITORING	2-6 2-4 2-8 2-8 2-8	-- -- -- -- 2	-- -- -- -- --	\$290,000 \$125,000 \$78,000 \$275,000 \$495,000
<b>PONTOONS &amp; BARGES:</b>							
JOSEPH ROBIN - 80 FT. MISS JENA - 42 FT.	974-61-1554 974-63-2368	LA COASTAL WATERS LA COASTAL WATERS	QUARTER BARGE QUARTER BARGE	1-10 1-4	-- --	-- --	\$550,000 \$550,000
<b>4420 LSU COASTAL STUDIES INSTITUTE</b>							
BILLING LEVEL - 4418							
RESEARCH VESSEL: COASTAL PROFILER	648190	COCODRIE, LA	HYDROGRAPHIC SURVEY	2	11	15	\$318,000
<b>5220 SOUTHEASTERN LOUISIANA UNIVERSITY</b>							
BILLING LEVEL - 5218							
PONTOONS & BARGES: PELICAN (SIGHTSEER) - 40 FT.	LA-2116-PU	PASS MANCHAC	TOURS / ENVIRON. RESEARCH	35-40	--	--	\$83,000
<b>5960 LA UNIV. MARINE CONSORTIUM</b>							
BILLING LEVEL - 5958							
LARGE BOATS OVER 26': ACADIANA PELICAN - 105 FT.	692280 LA-812-PT	COASTAL BAY/NEAR LA SHORE CONTINENTAL SHELF-GULF OF MEXICO	RESEARCH/OCEAN SAMP. RESEARCH/OCEAN SAMP.	2 5	41 --	51 --	\$1,500,000 \$5,000,000
<b>7223 LA NAVAL WAR MEMORIAL COMM</b>							
BILLING LEVEL - 7223							
LARGE BOATS OVER 26': USS KIDD - 378 FT.		BATON ROUGE, LA	STATIONARY MUSEUM	2	2100	--	\$550,000

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>SCHEDULE B</i>	*		*	
B-146	*	<i>PREMIUM AND LOSS HISTORY</i>	*	March 4, 2009	*	37 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**SCHEDULE B**

**PREMIUM AND LOSS HISTORY**

This bid is requesting replacement cost value hull coverage and \$100,000,000 in protection and indemnity (P&I). The following figures reflect the costs associated with each layer.

Beginning fiscal year 2002, the full amount of coverage was procured in one bid.

<u>Fiscal Year</u>	<u>Hull &amp; P&amp;I Premium Incl. Pollution</u>	<u>Maritime Premium</u>
07/01/2003 – 07/01/2004	1,574,997	651,781
07/01/2004 – 07/01/2005	1,570,996	352,535

Beginning fiscal year 2005, maritime was excluded from this bid.

<u>Fiscal Year</u>	<u>Hull &amp; P&amp;I Premium Incl. Pollution</u>	<u>Maritime Premium</u>
07/01/2005 – 07/01/2006	1,035,758	0
07/01/2006 – 07/01/2007	1,832,738	0
07/01/2007 – 07/01/2008	2,110,807	0
07/01/2008 – 07/01/2009	2,109,617	0

**HULL LOSSES**  
**July 1, 2003 through June 30, 2004**  
**(As of January 22, 2009)**

**State of Louisiana**

5-Year WM Hull Losses  
 07/01/2003 - 06/30/2009

Location	Loss Date	Claim Description	St	Paid Total	Incurred Total
Period: 2003/07/01 (7/1/2003 - 6/30/2004)					
0586	12/18/2003	VESSEL HIT SUBMERGED OBJECT	F	49,000.00	49,000.00
0586	1/27/2004	VESSEL HIT BY TUG AND BARGES	F	10,582.77	10,582.77
0586	1/30/2004	MARINE VESSEL WAS STRUCK BY A TOWBOAT AND BARGES	F	0.00	0.00
0586	5/1/2004	THE THOMAS JEFFERSON WAS MOORED AT CANAL ST LANDING AND WAS STRUCK BY THE F MARINE VESSEL CAJUN QUEEN	F	1,000.00	1,000.00
Total By Period: 4 Claims				60,582.77	60,582.77

**HULL LOSSES**  
**July 1, 2004 through June 30, 2005**  
**(As of January 22, 2009)**  
 CONTINUED

**State of Louisiana**

**5-Year WM Hull Losses**  
**07/01/2003 - 06/30/2009**

Location	Loss Date	Claim Description	St	Paid Total	Incurred Total
<b>Period: 2004/07/01 (7/1/2004 - 6/30/2005)</b>					
0586	8/28/2004	M/T ASTRO ALTAIR STRUCK BARGE # 304 016 AND THE APRONS	R	28,899.56	28,899.56
0586	10/11/2004	MARINE VESSEL ALLEGEDLY STRUCK A SUBMERGED OBJECT	F	21,400.00	21,400.00
0586	11/12/2004	MARINE VESSEL ALLEGEDLY STRUCK A SUBMERGED OBJECT	O	0.00	0.00
0586	11/22/2004	MARINE VESSEL STRUCK A SUBMERGED OBJECT	F	7,078.00	7,078.00
0586	12/30/2004	ALLEGATIONS THAT DECKHAND MADE TWO VEHICLES COLLIDE	F	735.00	735.00
0586	1/26/2005	THEFT OF TELEPHONE PARTS	F	178.00	178.00
0586	5/8/2005	CLMT SAYS THE UNDERCARRIAGE OF HIS VEHICLE WAS DAMAGED WHEN EXITING THE FERRY ON THE LOADING RAMP	F	627.43	627.43
2815	6/2/2005	63' RIP TIDE RAN A-GROUND - SAND-BAR	F	27,561.32	27,561.32
0572	6/24/2005	VESSEL IMPACTED LOCKS	F	0.00	0.00
<b>Total By Period:</b>				<b>86,479.31</b>	<b>86,479.31</b>

9 Claims

**HULL LOSSES**  
**July 1, 2005 through June 30, 2006**  
**(As of January 22, 2009)**  
 CONTINUED

**State of Louisiana**

**5-Year WM Hull Losses**  
**07/01/2003 - 06/30/2009**

Location	Loss Date	Claim Description	St	Paid Total	Incurred Total
<b>Period: 2005/07/01 (7/1/2005 - 6/30/2006)</b>					
0586	7/25/2005	CLMT SCRAPED VEHICLE ON FERRY RAMP.	F	581.79	581.79
5220	8/29/2005	CAT 349 ~ KATRINA ~ 38' PLAYCRAFT PONTOON LA-0498-PU ~ TOTALED ~ * NOTE FEMA HAS OBLIGATED FUNDS @ 90% (\$47,430.00) FOR REPLACEMENT. STATED VALUE ON ORMS POLICY \$26,400.00. SALVAGE TO BE RETAINED BY AGENCY/PW #2316 DAMAGED DUE TO HURRICANE KATRINA/PW #5771	F	0.00	0.00
0586	8/29/2005	EXCESS INSURANCE FOR MARITIME LOSSES FROM HURRICANE KATRINA	O	230,052.74	230,052.74
9996	8/29/2005	LOWER ALGIERS FERRY LANDING BARGE DAMAGED DUE TO HURRICANE KATRINA.pw5771	O	-3,180,082.16	-3,180,082.16
0586	8/29/2005	CHALMETTE FERRY LANDING BARGE DAMAGED DUE TO HURRICANE KATRINA.pw5771	O	102,185.00	102,185.00
0586	8/29/2005	UNKNOWN DAMAGES TO CANAL ST. FERRY LANDING BARGE DUE TO HURRICANE KATRINA.	F	51,166.39	51,166.39
0586	8/29/2005	canal street/ferry landing barge UNKNOWN DAMAGE RESULT OF HURRICANE KATRINA.pw5771	O	0.00	0.00
2815	8/29/2005	ADRIPT FROM MOORING; AGROUND ON DRY LAND IN MARSH	O	87,203.14	87,203.14
0586	8/29/2005	DAMAGES ARISING OUT OF HURRICANE KATRINA--maintenance barge, PW#5771	O	68,100.00	327,500.00
2855	8/29/2005	STORM DAMAGE TO HULL AND SYSTEMS	O	849,236.44	849,236.44
0586	8/29/2005	UNKNOWN DAMEAGES DUE TO HURRICANE KARINA	O	0.00	31,500.00
0586	8/29/2005	ADRIPT, THEN GROUNDED DUE TO HURRICANE CONDITIONS. UNKNOWN HULL AND MACHINERY DAMAGES.	O	192,795.92	192,795.92
0586	8/29/2005	BLUE LENOIR/CAT#49/KATRINA/360-259	O	1,612,879.15	1,612,879.15
0586	8/29/2005	WORK BARGE/ 305-064/CAT#49/KATRINA/ WIND & FLOOD	O	167,382.84	167,382.84
2835	9/24/2005	80' DRAGLINE SPUD BARGE MAJOR DAMAGE	O	121,754.76	121,754.76
0584	9/24/2005	Damaged lifeboat platform allowed lifeboat to hang, allowed O/B motor to fall into river.	O	0.00	75,000.00
2835	9/24/2005	VESSEL WENT AGROUND IN MARSH DURING HURRICANE RITA	O	0.00	10,000.00
0576	9/24/2005	FERRY BARGE POUNDED BY OTHER ATTACHED VESSELS THEN WENT ADRIPT DURING STORM; CONTACTED OTHER VESSELS AND CALCASIEU RIVER RAILROAD BRIDGE STRUCTURE. PW# 4573	O	0.00	51,500.00
0576	9/24/2005	HULL DAMAGED BY POUNDING OF BARGE MOORED ALONGSIDE.	O	-1,698.90	-1,398.90
0576	9/24/2005	VESSEL SUNK DURING HURRICANE RITA; BECAME LODGED BENEATH THE GAMING VESSEL "ISLE OF CAPRI". SUBSEQUENTLY EXTRACTED AND REFLOATED, AND CONTINUES TO TAKE WATER. S&L NECESSARY TO PROTECTED SUBJECT MATTER INSURED	O	2,217.06	51,500.00

Total By Period: 21 Claims 302,783.00 938,742.37

**HULL LOSSES**  
**July 1, 2006 through June 30, 2007**  
**(As of January 22, 2009)**  
CONTINUED

**State of Louisiana**

**5-Year WM Hull Losses**  
**07/01/2003 - 06/30/2009**

Location	Loss Date	Claim Description	St	Paid Total	Incurred Total
<b>Period: 2006/07/01 (7/1/2006 - 6/30/2007)</b>					
0586	3/23/2007	FERRY THOMAS JEFFERSON STRUCK WHARF ADJACENT TO/DOWN RIVER FROM CANAL ST LDG BARGE - HULL DAMAGE	0	3,358.01	11,500.00
0586	3/23/2007	FERRY THOMAS JEFFERSON STRUCK WHARF ADJACENT TO/DOWN RIVER FROM CANAL ST LDG BARGE - HULL DAMAGE	0	0.00	0.00
<b>Total By/Period:</b>			<b>2 Claims</b>	<b>3,358.01</b>	<b>11,500.00</b>

**HULL LOSSES**  
**July 1, 2007 through June 30, 2008**  
**(As of January 22, 2009)**  
 CONTINUED

**State of Louisiana**

**5-Year WM Hull Losses**  
**07/01/2003 - 06/30/2009**

Location	Loss Date	Claim Description	Stt	Paid Total	Incurred Total
<b>Period: 2007/07/01 (7/1/2007 - 6/30/2008)</b>					
0586	11/19/2007	STRUCK SUBMERGED OBJECT; DAMAGE TO PORT PROPELLER	O	4,459.00	10,000.00
0585	11/29/2007		O	43,542.00	50,000.00
0564	12/6/2007	PORT THRUSTER DAMAGED PRESUMED DUE TO SUBMERGED OBJECT THEFT & VANDALISM OF ELECTRICALS & COOPER; LANDING BARGE & APPURTENANCES	F	0.00	0.00
0564	12/6/2007	THEFT & VANDALISM OF ELECTRICALS & COPPER FROM FERRY PONTOON AND ITS APPURTENANCES	F	12,680.35	12,680.35
0586	12/27/2007	MOORING DOLPHIN STRUCK & DAMAGED BY PASSING FUEL TOW. GENAC TOWING CO.	O	62,720.45	62,779.00
2839	2/19/2008	BOOM COLLAPSED ON CRANE. BARGE SUPPORTED CRANE.	O	174,623.33	175,000.00
0586	6/20/2008	FERRY STRUCK UNDERWATER OBJECT CAUSING FOULING AND DAMAGE TO BOW THRUSTER PROPELLER	O	0.00	3,000.00
<b>Total By Period:</b>				<b>298,025.13</b>	<b>313,459.35</b>

7 Claims

**HULL LOSSES**  
**July 1, 2008 through June 30, 2009**  
**(As of January 22, 2009)**  
 CONTINUED

**State of Louisiana**

**5-Year WM Hull Losses**  
**07/01/2003 - 06/30/2009**

Location	Loss Date	Claim Description	St:	Paid Total	Incurred Total
<b>Period: 2008/07/01 (7/1/2008 - 6/30/2009)</b>					
2835	7/13/2008	MV "TEAL" (PUSH BOAT) WHILE UNDERWAY ENCOUNTERED 75' OF UNDERWATER DEBRIS LINE WRAPPED AROUND PROP DAMAGING THE GEAR BOX. NO INJURIES.	O	0.00	6,000.00
2815	7/9/2008	RADOME DESTROYED BY LOW-HANGING TREE WHILE ON TRAILER TOW.	O	595.00	2,000.00
0564	9/1/2008	DAMAGE CAUSED BY HURRINE GUTAV/ MV IBERVILLE 360-014. MV SLIPPED IT'S MOORINGS DURING HIGH WIND & SEAS DUE TO GUSTAV.HULL WAS BREACHED BY CONTACT W/ STRUCTURES & VESSELS. VESSEL SETTLED ON RIVER BATTURE, SUSTAINING PART FLOODING OF THE MACHIN SPACE.	O	0.00	300,000.00
0564	9/1/2008	DAMAGED BY GUSTAV/NEW ROADS 360-003	O	0.00	400,000.00
0564	9/1/2008	DAMAGED BY GUSTAV/ MELVILLE EAST BANK 304-001	O	0.00	75,000.00
0564	9/1/2008	DAMAGE CAUSED BY GUSTAV/MELVILLE WEST BANK 304-002	O	0.00	1,000.00
0564	9/1/2008	DAMAGE CAUSED BY GUSTAV/ PLAQUEMINE EAST FERRY LANDING 304-003	O	0.00	1,000.00
0564	9/1/2008	DAMAGED BY GUSTAV/ PLAQUEMINE WEST FERRY LANDING 304-004	O	0.00	1,000.00
0586	9/1/2008	DAMAGED BY GUSTAV /BLUE LENOIR # 360-259	O	0.00	0.00
0586	9/1/2008	DAMAGED BY GUSTAV/WORK BARGE	O	0.00	75,000.00
2855	9/1/2008	DAMAGE CAUSED BY GUSTAV "JOSEPH ROBIN" 1/4 BARGE #974-61-1554	O	0.00	265,000.00
<b>Total By Period:</b>				<b>595.00</b>	<b>1,126,000.00</b>

**HULL LOSSES**  
**July 1, 2003 through January 9, 2009**

<u>LOCATION</u>	<u>ACCIDENT DATE</u>	<u>DESCRIPTION OF LOSS</u>	<u>STATUS</u>	<u>PAID</u>	<u>TOTAL INCURRED</u>	<u>TOTAL INCURRED BY EXCESS CARRIER</u>
0586 Crescent City Connection	12/18/03	Vessel hit submerged object	F	\$49,000	\$49,000	\$7,089
0586 Crescent City Connection	1/27/04	Vessel hit by tug and barges	F	\$10,583	\$10,583	\$1,227
0586 Crescent City Connection	8/28/04	M/T Astro Altair struck barge (304-016) and the aprons	R	28,900	\$28,900	\$28,633
2815 DWLF Enforcement	6/2/05	Rip Tide ran aground a sand-bar	F	\$27,561	\$27,561	\$1,786
0586 Crescent City Connection	8/29/05	Work Barge (305-064) Katrina – wind and flood	O	\$121,755	\$121,755	\$33,352
0586 Crescent City Connection	8/29/05	Blue Lenoir (360-259) Katrina	O	\$167,383	\$167,383	\$77,897
2855 DWLF Marine	8/29/05	Storm Damage to Hull and Systems (Joseph Robin)	O	\$0	\$31,500	\$3,567
2815 DWLF Enforcement	8/29/05	Adrift from mooring; aground on dry land in marsh (Rip Tide)	O	\$68,100	\$327,500	\$5,849
0586 Crescent City Connection	8/29/05	Canal Street – ferry landing barge unknown damage result of Hurricane Katrina (304-014)	O	\$87,203	\$87,203	\$80,528
0586 Crescent City Connection	8/29/05	Chalmette ferry landing barge damaged due to Hurricane Katrina (304-011)	O	\$51,166	\$51,166	\$51,538
0586 Crescent City Connection	8/29/05	Damages arising out of Hurricane Katrina-maintenance barge	O	\$849,236	\$849,236	\$856,706
5220 Southeastern Louisiana University	8/29/05	38' Playcraft Pontoon totaled – FEMA has obligated funds at 90% (\$47,430) for replacement	F	\$0	\$0	\$17,450

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE B	*		*	
B-146	*	PREMIUM AND LOSS	*	March 4, 2009	*	45 of 113
		HISTORY				
		* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *				

0586 Crescent City Connection	8/29/05	Lower Algiers Ferry Landing Barge damaged due to Hurricane Katrina (304- 010)	O	\$102,185	\$102,185	\$97,384
0586 Crescent City Connection	8/29/05	Damaged due to Hurricane Katrina (304-012)	O	\$230,053	\$230,053	\$197,411
0586 Crescent City Connection	8/29/05	Adrift, then grounded due to hurricane conditions. Unknown Hull & Machinery damages(Capt. Neville Levy)	O	\$1,612,879	\$1,612,879	\$1,606,951
0586 Crescent City Connection	8/29/05	Unknown Damages Due to Hurricane Katrina (Sen. Alvin T. Stumpf)	O	\$192,796	\$192,796	\$543,054
0576 DOTD Dist. 7	9/24/05	Hull Damaged by pounding of Barge moored alongside (Cameron II)	O	\$2,217	\$51,500	\$3,583
0576 DOTD Dist. 7	9/24/05	Ferry Barge 305-041 pounded by other attached vessels then went adrift during storm	O	-1,699	-1,399	\$3,583
0576 DOTD Dist. 7	9/24/05	Vessel sunk during Hurricane Rita and became lodged beneath "Isle of Capri" (George W. Bailey)	O	-991	\$157,985	\$3,583
0564 DOTD	9/24/05	Damaged lifeboat platform allowed lifeboat to hang, allowed O/B motor to fall into river. (Iberville)	O	\$0	\$10,000	\$3,583
2835 Office of Wildlife Fur & Refuge	9/24/05	Vessel went aground in marsh during Hurricane Rita	O	\$0	\$51,500	\$3,583
2855 DWLF Marine	9/1/08	Damage caused by Hurricane Gustav Joseph Robin ¼ Barge #974-61-1554	O	\$0	\$265,000	\$275,000
0586 Crescent City Connection	9/1/08	Damage By Gustav (305-064)	O	\$0	\$75,000	\$190,000
0586 Crescent City Connection	9/1/08	Damage By Gustav (Blue Lenoir) 360- 259	O	\$0	\$0	\$5,000
0564 DOTD	9/1/08	Damage By Gustav (Iberville) 360-014	O	\$0	\$300,000	\$15,000
0564 DOTD	9/1/08	Damage By Gustav (304-003 Landing Pontoon)	O	\$0	\$1,000	\$3,000
0564 DOTD	9/1/08	Damage By Gustav (Landing Pontoon 304-001)	O	\$0	\$75,000	\$3,000
0564 DOTD	9/1/08	Damage By Gustav (New Roads) 360- 003	O	\$0	\$400,000	\$10,000

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE B	*		*	
B-146	*	PREMIUM AND LOSS	*	March 4, 2009	*	46 of 113
		HISTORY				
		* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *				

0564 DOTD	9/1/08	Damage By Gustav (Landing Pontoon 304-004)	O	\$0	\$1,000	\$2,000
0564 DOTD	9/1/08	Damage By Gustav (Landing Pontoon 304-002)	O	\$0	\$1,000	\$2,500

**PROTECTION AND INDEMNITY LOSSES**  
**July 1, 2003 through June 30, 2004**  
**(January 22, 2009)**

**State of Louisiana**

**5-Year WM P&I Losses**  
**07/01/2003 - 06/30/2009**

Location	Loss Date	Claim Description	St	Paid Total	Incurred Total
Period: 2003/07/01 (7/1/2003 - 6/30/2004)					
0579	8/16/2003	FRONT GRILL DAMAGED BY APRON	F	1,402.00	1,402.00
0586	8/27/2003	SWING GATES CLOSED ON CLMT VEHICLE	F	853.47	853.47
0579	9/18/2003	CLMT MUFFLER PULLED OFF BY APRON	F	0.00	0.00
0579	10/5/2003	ONE VEHICLE STRUCK ANOTHER ON THE FERRY	F	0.00	0.00
0571	10/13/2003	BRIDGE LEVEL DROPPED AS MOTOR HOME CROSSED IT	F	796.00	796.00
0586	10/13/2003	DECKHAND CLOSED RESTRAINING BAR ONTO VEHICLE	F	442.10	442.10
0586	10/21/2003	CLMT FAINTED ON FERRY	F	0.00	0.00
0576	10/23/2003	CLMT DIRECTED INTO ANOTHER VEHICLE	F	210.00	210.00
0586	10/29/2003	CLMT DIRECTED INTO PORTSIDE BULKHEAD	F	720.82	720.82
0579	11/3/2003	CLMT WAS DIRECTED BY DECKHAND AND HIT TIMBERHEAD	F	0.00	0.00
0586	11/18/2003	CLMT ALLEGES HARD LANDING	F	135.00	135.00
0571	12/1/2003	CLMT VEHICLE STUCK ON PONTOON BRIDGE AS BRIDGE OPENED	O	13,463.99	72,100.00
0571	12/1/2003	CLMT VEHICLE STUCK ON PONTOON BRIDGE AS BRIDGE OPENED	O	1,906.03	261,600.00
0586	1/8/2004	CLMT DIRECTED INTO FERRY	F	0.00	0.00
0564	1/9/2004	CLMT ALLEGES HER MUD FLAP WAS DAMAGED BY THE FERRY APRON	F	0.00	0.00
0564	1/14/2004	INSID VEHICLE SCRAPED PONTOON	F	354.78	354.78
0564	1/19/2004	EXHAUST CAUGHT ON UNEVEN RAMP	F	0.00	0.00
0564	1/21/2004	CLMT STRUCK VESSEL/DECKHAND LEFT HIS POST.	F	500.00	500.00
0571	1/29/2004	VEHICLE DAMAGED BY BRIDGE DUE TO LOW WATER LEVEL	F	737.00	737.00
0564	2/4/2004	HATCH DOOR SWUNG OPEN AND STRUCK CLMT VEHICLE	F	658.48	658.48
0586	2/13/2004	CLMT DIRECTED INTO FERRY RAILING	F	0.00	0.00
0586	3/3/2004	CLMT FELL AND SCRAPED KNEE	F	463.00	463.00
0571	3/12/2004	CABLE FROM PONTOON BRIDGE CAUGHT PROPELLER	F	15,580.11	15,580.11
0564	3/15/2004	UNEVEN RAMP DISLODGED CLMT'S FUEL LINE	F	798.39	798.39
0564	3/17/2004	CLMT ALLEGES DECKHAND DIRECTED HER INTO THE CLEAT	F	771.10	771.10
0586	3/18/2004	CLMT ALLEGES HE FELL DUE TO HARD LANDING	R	5,146.30	11,100.00
0586	3/22/2004	CLMT HIT SIDE OF FERRY	F	1,243.00	1,243.00
0564	3/23/2004	FERRY WENT INTO TREE LINE SCRATCHING CLMT AUTO	F	504.90	504.90

**PROTECTION AND INDEMNITY LOSSES**  
**July 1, 2003 through June 30, 2004**  
**(As of January 22, 2009)**  
 CONTINUED

**State of Louisiana**

**5-Year WM P&I Losses**  
**07/01/2003 - 06/30/2009**

Location	Loss Date	Claim Description	Stt	Paid Total	Incurred Total
<b>Period: 2003/07/01 (7/1/2003 - 6/30/2004)</b>					
0564	3/24/2004	CLMT HIT PASSENGER AREA DOOR THAT WAS TIED OPEN. CLMT WAS BEING DIRECTED BY A DECKHAND	F	87.03	87.03
0586	3/29/2004	CLMT SLIPPED WHILE WALKING BIKE ONTO FERRY	F	711.00	711.00
0564	4/12/2004	CLMT ALLEGES DECKHAND DIRECTED HER INTO POLE	F	893.03	893.03
0586	5/1/2004	CLMT VESSEL HIT INSURED VESSEL WHILE INSD WAS MOORED	F	185.00	185.00
0586	5/3/2004	BARREL ROLLED INTO CLMT VEHICLE ON FERRY	F	508.38	508.38
0564	5/6/2004	CLMT M/C STRUCK UNEVEN RAMP	F	0.00	0.00
0586	5/8/2004	CLMT DIRECTED INTO ANOTHER	F	250.00	250.00
0564	5/12/2004	CLMT ALLEGES DECKHAND DIRECTED HIM INTO THE SIDE OF THE FERRY	F	644.97	644.97
0564	5/12/2004	CLMT ALLEGES FERRY COLLIDED WITH ANOTHER FERRY	O	0.00	3,500.00
0564	5/12/2004	CLMT ALLEGES FERRY COLLIDED WITH ANOTHER FERRY	O	8,035.50	19,500.00
0586	6/15/2004	CLMT ALLEGES DECKHAND DIRECTED INTO POLE	F	696.00	696.00
0564	6/16/2004	CLMT'S TAILPIPE DAMAGED BY FERRY APRON	F	226.79	226.79
0564	6/30/2004	CLMT DIRECTED INTO THE FERRY BY THE DECKHAND	F	652.83	652.83
<b>Total By Period:</b>				<b>59,577.00</b>	<b>398,825.18</b>
				<b>41 Claims</b>	



**PROTECTION AND INDEMNITY LOSSES**  
**July 1, 2004 through June 30, 2005**  
**(As of January 22, 2009)**  
 CONTINUED

Location	Loss Date	Claim Description	St:	Paid Total	Incurred Total
<b>State of Louisiana</b>					
<b>5-Year WM P&amp;I Losses</b>					
<b>07/01/2003 - 06/30/2009</b>					
<b>Period: 2004/07/01 (7/1/2004 - 6/30/2005)</b>					
0564	7/13/2004	CLMT ALLEGES DECKHAND DIRECTED HIM INTO A POLE ON THE FERRY.	F	1,041.57	1,041.57
0564	7/17/2004	HORSE TRAILER IMPACTED RAIL (NOT BEING DIRECTED)	F	1,680.72	1,680.72
0586	7/19/2004	F-250 TRUCK TOWING A TRAILER- TRAILER JACK STAND IMPACTED PORT BOW FORWARD APRON/BENT CROSS MEMBER.	F	440.00	440.00
2811	8/1/2004	ON AUG. 1, 2004, CLMT. WAS AN INVITEE ON THE MV RIPTIED AT THE NAT. NIGHT OUT AGAINST CRIME. AS A METHOD OF INGRESS AND EGRESS SHE STEPPED ON THE ICE CHEST TO GET ON VESSEL, SHE LOST HER BALANCE SUSTAINING AN INJURY TO HER KNEE	O	16,609.59	41,000.00
0586	8/14/2004	LARGE TRAILER IMPACTED LIFE JACKET BOX.	F	1,608.00	1,608.00
0586	8/25/2004	CITIZENS TRUCK IMPACTED (SIDESWIPE) OTHER CITIZENS VEHICLE	F	235.00	235.00
0564	10/3/2004	CLMT IMPACTED FERRY --NOT BEING DIRECTED AT TIME OF THIS LOSS	F	856.31	856.31
0586	10/11/2004	CLMT (NOT BEING DIRECTED) IMPACTED RAIL	F	0.00	0.00
0586	10/17/2004	CLMT WENT UP RAMP AT STRANGE ANGLE AND FRONT BUMPER OF THE VEHICLE CAUGHT O THE LIP OF THE RAMP.	O	50,076.79	55,100.00
0586	10/20/2004	IMPACTED VESSEL WHILE BEING DIRECTED BY DECK HAND	F	1,006.14	1,006.14
0586	10/21/2004	CLMT ALLEGES HE HURT ANGLE FROM AN OIL SPILL	F	835.00	835.00
0586	11/3/2004	ALL RAMPS WERE DOWN AND CLMT DROVE ONTO THE VESSEL--FELT A LOAD NOISE AND THE RAMPS CAME BACK UP AND HIT THE CLMT'S TRUCK	F	180.57	180.57
0586	11/9/2004	TWO DECK HANDS WERE MOTIONING THE TOYOTA BETWEEN ANOTHER TRUCK AND A CAR CAUSING THE DRIVER TO SCRAPE .....THE VEH. DAMAGE WAS LIMITED TO PAINT SCAPE RIGHT FRONT FENDER	F	770.46	770.46
0571	11/16/2004	WHILE LOADING ON THE FERRY THE CLMT WAS DIRECTED .SHE WAS CONCERNED ABOUT HITTING THE CAR ON THE INSIDE OF HER CAR BUT FOLLOWED THE DIRECTIONS ANYWAY	F	1,556.33	1,556.33
0564	11/17/2004	SOMEONE ASKED HER TO MAKE A WIDE TURN AND WHEN SHE DID SHE HIT THE PORT SERN BITT WHICH CAUSED HER TIRE TO GO FLAT	F	109.80	109.80
0586	1/1/2005	GUIDE POLE IMPELLED THROUGH WINDSHIELD OF 1995 FORD WINDSTAR	F	6,620.00	6,620.00
0586	1/1/2005	GUIDE POLE IMPELLED THROUGH WINDSHIELD OF 1995 FORD WINDSTAR	F	500.00	500.00
0586	1/1/2005	GUIDE POLE IMPELLED THROUGH WINDSHIELD OF 1995 FORD WINDSTAR	F	0.00	0.00
0586	1/16/2005	FERRY BOAT COLLIDED WITH CAJUN QUEEN RIVER BOAT/CAPTAIN OF FERRY WAS BACKING FERRY AFTER A FAILED ATTEMPT BY DECKHAND TO CATCH THE LANDING BITT AND DID NOT SEE THE CAJUN QUEEN	F	8,309.60	8,309.60
0586	1/16/2005	FERRY BOAT COLLIDED WITH CAJUN QUEEN RIVER BOAT/CAPTAIN OF FERRY WAS BACKING FERRY AFTER A FAILED ATTEMPT BY DECKHAND TO CATCH THE LANDING BITT AND DID NOT SEE THE CAJUN QUEEN	F	510.73	510.73

**PROTECTION AND INDEMNITY LOSSES**  
**July 1, 2004 through June 30, 2005**  
**(As of January 22, 2009)**  
**CONTINUED**

Location	Loss Date	Claim Description	St	Paid Total	Incurred Total
<b>State of Louisiana</b>					
<b>5-Year WM P&amp;I Losses</b>					
<b>07/01/2003 - 06/30/2009</b>					
		Period: 2004/07/01 (7/1/2004 - 6/30/2005)			
0586	1/16/2005	FERRY BOAT COLLIDED WITH CAJUN QUEEN RIVER BOAT/CAPTAIN OF FERRY WAS BACKING FERRY AFTER A FAILED ATTEMPT BY DECKHAND TO CATCH THE LANDING BITT AND DID NOT SEE THE CAJUN QUEEN	F	3,000.00	3,000.00
0586	1/16/2005	FERRY BOAT COLLIDED WITH CAJUN QUEEN RIVER BOAT/CAPTAIN OF FERRY WAS BACKING FERRY AFTER A FAILED ATTEMPT BY DECKHAND TO CATCH THE LANDING BITT AND DID NOT SEE THE CAJUN QUEEN	F	-137.47	-137.47
0586	1/16/2005	FERRY BOAT COLLIDED WITH CAJUN QUEEN RIVER BOAT/CAPTAIN OF FERRY WAS BACKING FERRY AFTER A FAILED ATTEMPT BY DECKHAND TO CATCH THE LANDING BITT AND DID NOT SEE THE CAJUN QUEEN	F	3,433.23	3,433.23
0586	1/16/2005	FERRY BOAT COLLIDED WITH CAJUN QUEEN RIVER BOAT/CAPTAIN OF FERRY WAS BACKING FERRY AFTER A FAILED ATTEMPT BY DECKHAND TO CATCH THE LANDING BITT AND DID NOT SEE THE CAJUN QUEEN	F	4,500.00	4,500.00
0586	1/16/2005	FERRY BOAT COLLIDED WITH CAJUN QUEEN RIVER BOAT/CAPTAIN OF FERRY WAS BACKING FERRY AFTER A FAILED ATTEMPT BY DECKHAND TO CATCH THE LANDING BITT AND DID NOT SEE THE CAJUN QUEEN	F	6,110.00	6,110.00
0586	1/16/2005	FERRY BOAT COLLIDED WITH CAJUN QUEEN RIVER BOAT/CAPTAIN OF FERRY WAS BACKING FERRY AFTER A FAILED ATTEMPT BY DECKHAND TO CATCH THE LANDING BITT AND DID NOT SEE THE CAJUN QUEEN	F	0.00	0.00
0586	1/16/2005	FERRY BOAT COLLIDED WITH CAJUN QUEEN RIVER BOAT/CAPTAIN OF FERRY WAS BACKING FERRY AFTER A FAILED ATTEMPT BY DECKHAND TO CATCH THE LANDING BITT AND DID NOT SEE THE CAJUN QUEEN	F	12,350.00	12,350.00
0586	1/16/2005	FERRY BOAT COLLIDED WITH CAJUN QUEEN RIVER BOAT/CAPTAIN OF FERRY WAS BACKING FERRY AFTER A FAILED ATTEMPT BY DECKHAND TO CATCH THE LANDING BITT AND DID NOT SEE THE CAJUN QUEEN	F	2,700.00	2,700.00
0586	1/16/2005	FERRY BOAT COLLIDED WITH CAJUN QUEEN RIVER BOAT/CAPTAIN OF FERRY WAS BACKING FERRY AFTER A FAILED ATTEMPT BY DECKHAND TO CATCH THE LANDING BITT AND DID NOT SEE THE CAJUN QUEEN	F	12,350.00	12,350.00
0586	1/24/2005	PASSENGER FELL DOWN STARIS FROM THE SECOND DECK TO THE FIRST DECK	F	357.00	357.00
0586	1/25/2005	CLAIMANT IS A MINOR CHILD WHOM FELL BETWEEN PONTOON APRON RAMP/HIS MOTHER STOPPED VEHICLE IN THE MIDDLE OF THE RAMP AND THEY WERE GETTING OUT OF THE CAR	F	2,236.00	2,236.00
0564	2/2/2005	DECKHAND DID NOT TELL HER TO GO AROUND AND TAKE THE BRIDGE. SO THE BOTTOM OF HER VEHICLE HIT THE MIDDLE OF THE LANDING RAMP. RIVER WAS PASS THE FLOOD STAGE OF 22 FT.	F	865.89	865.89
0564	2/15/2005	DECK HAND TOLD CLMT TO MOVE HIS VEHICLE CAUSING HIM TO HIT HIS BUMPER	F	433.48	433.48
0586	3/24/2005	DECKHANDS WERE HIT IN REAR BY ANOTHER VEHICLE GETTING ON FERRY DOTD.	F	0.00	0.00
0586	3/24/2005	CLAIMANT WAS HIT IN REAR BY ANOTHER VEHICLE GETTING ON FERRY DOTD. DECKHANDS WERE NOT INVOLVED IN DIRECTING EITHER VEHICLE AT THE TIME.	F	0.00	0.00

STARS Report  
 Thursday, January 22, 2009  
 3:54:07PM

**PROTECTION AND INDEMNITY LOSSES**  
**July 1, 2004 through June 30, 2005**  
**(As of January 22, 2009)**  
 CONTINUED

**State of Louisiana**

**5-Year WM P&I Losses**  
**07/01/2003 - 06/30/2009**

Location	Loss Date	Claim Description	Sti	Paid Total	Incurred Total
<b>Period: 2004/07/01 (7/1/2004 - 6/30/2005)</b>					
0586	3/26/2005	INSURED VEHICLE WAS PUSHING DISABLED VEHICLE OFF FERRY AND DAMAGED PAINT ON CLMT'S BACK BUMPER	F	0.00	0.00
0564	4/5/2005	CLMT HIT A WENCH POLE ON THE FRONT OF THE DECK	F	0.00	0.00
0564	4/29/2005	DECKHAND DIRECTED CLAIMANT TO CUT HER WHEEL TO THE RIGHT WHILE ON THE BOARDING APRON CAUSING HER TO SCRAPE THE PASSENGER SIDE BACK DOOR ON THE APRON	F	1,345.23	1,345.23
0564	5/14/2005	FERRY LANDING BARGE APRON WAS NOT LEVEL DUE TO THE RIVER HAD RISE/CLAIMANT'S EXHAUST PIPE WAS DAMAGED	F	3,471.09	3,471.09
0564	5/18/2005	THE FERRY LANDING BARGE APRON WAS NOT LEVEL AS THE RIVER LEVEL ROSE CREATING AN UNSAFE CONDITION	F	1,266.17	1,266.17
0586	6/10/2005	ADVERSE PARTY STRUCK CLMT ON FERRY. DECKHAND WAS DIRECTING.	F	0.00	0.00
0586	6/15/2005	WHILE ON THE MV THOMAS JEFFERSON IN THE COCD. A DECK HAND INSTRUCTED ONE VEHICLE TO STOP BUT THE VEHICLE BEHIND THAT VEHICLE DID NOT STOP AND REAR ENDED THE FIRST VEHICLE.	F	0.00	0.00
0586	6/15/2005	WHILE ON THE MV THOMAS JEFFERSON IN THE COCD. A DECK HAND INSTRUCTED ONE VEHICLE TO STOP BUT THE VEHICLE BEHIND THAT VEHICLE DID NOT STOP AND REAR ENDED THE FIRST VEHICLE.	F	0.00	0.00
0576	6/16/2005	DECK HAND DIRECTED VEHICLE #2 TO BACK UP AND DID NOT NOTICE VEHICLE #1 WAS BEHIND HIM/ONCE SHE NOTICED SHE COULDN'T STOP IT	F	0.00	0.00
0576	6/16/2005	DECK HAND DIRECTED VEHICLE #2 TO BACK UP AND DID NOT NOTICE VEHICLE #1 WAS BEHIND HIM/ONCE SHE NOTICED SHE COULDN'T STOP IT	F	927.34	927.34
0564	6/29/2005	DECKHAND DIRECTED CLAIMANT INTO BOAT APRON RAMP	F	1,184.18	1,184.18
<b>Total By Period:</b>				<b>149,338.75</b>	<b>178,752.37</b>

46 Claims

**PROTECTION AND INDEMNITY LOSSES**  
**July 1, 2005 through June 30, 2006**  
**(As of January 22, 2009)**  
 CONTINUED

**State of Louisiana**

**5-Year WM P&I Losses**  
**07/01/2003 - 06/30/2009**

Location	Loss Date	Claim Description	Stt	Paid Total	Incurred Total
<b>Period: 2005/07/01 (7/1/2005 - 6/30/2006)</b>					
0586	7/23/2005	PASSENGER BOARDED VESSEL INTOXICATED, WHILE GOING DOWN THE STAIRS TO MAIN DECK HE FELL INJURING HIS HEAD	F	335.00	335.00
0586	9/30/2005	CLAIMANT SCRATCHED VEHICLE WHILE MAKING TURN AND ALLEGES THAT DECK HAND DIRECTED HER TO TURN MORE TOWARDS THE LEFT	F	0.00	0.00
0564	11/1/2005	WHILE UNDER THE DIRECTION OF THE DECK HAND THE CLMT DAMAGED HIS FENDER-SPOILER	F	119.16	119.16
0586	12/1/2005	CLMT PARKED HIS CAR NEAR THE OPEN GATE AND CREWMAN WHILE OPENING THE GATE STRUCK THE CLMT'S FRONT BUMPER	F	0.00	0.00
0586	12/5/2005	THE INSURED VEHICLE WAS DRIVING ABOARD THE VESSEL AND WAS BEING DIRECTED BY A DECK HAND AND DID NOT THINK SHE COULD MAKE IT AND HIT HER TRUCK ON THE VESSELS HANDRAILS.	F	596.65	596.65
0564	12/29/2005	CLAIMANT VEHICLE DAMAGED DUE TO DECKHAND ERRORS	F	538.09	538.09
0564	1/8/2006	CLAIMANT'S BOAT TRAILOR DAMAGE BY GATE ON FERRY	F	0.00	0.00
0564	1/30/2006	CLAIMANT'S MUFFLER DAMAGED ON PONTOON RAMP WHILE EXITING FERRY	F	0.00	0.00
0564	1/31/2006	CLMT VEHICLE BOTTOMED OUT THE VESSEL CAUSED THE VEHICLE TO DIP IN THE CENTER OF THE APRON	F	0.00	0.00
0564	1/31/2006	AS THE CLMT WAS DRIVING OFF THE BOAT IT CAUSED THE VEHICLE TO DID AND HIT THE CENTER OF APRON. THE VEHICLE BOTTOMED OUT	F	2,623.00	2,623.00
9986	1/31/2006	PLAINTIFF SUEING DOTD DUE TO INCIDENT ON THE BELLE CHASE FERRY RAMP. DOTD DOES NOT RUN THE BELLE CHASE FERRY AND IS NOT INSURED BY ORM. WILL HAVE ATTORNEY FILE MSJ	F	2,987.91	2,987.91
0564	2/5/2006	DECK HAND LET TRAFFIC ARM DOWN ON HOOD OF CLAIMANT'S VEHICLE	F	0.00	0.00
0564	2/16/2006	CLMT WAS EXITING THE FERRY AND BUMPED HER RIGHT TIRE ON THE SMALL APRON RAMP AND DENTED HER HUBCAP	F	0.00	0.00
0586	3/17/2006	INSURED WAS PARKING THE WHITE IMPALA AND TOLD THE DRIVER TO STOP. AS HE WAS WALKING TOWARDS THE BACK OF THE VESSEL TO HELP WITH THE BACK LINE. HE NOTICED THE CAR MOVING UP AND WAS TOLD NOT TO MOVE HIS CAR AS HE COULD DAMAGE IT	F	0.00	0.00
0586	3/17/2006	INSURED WAS PARKING THE WHITE IMPALA AND TOLD THE DRIVER TO STOP. AS HE WAS WALKING TOWARDS THE BACK OF THE VESSEL TO HELP WITH THE BACK LINE. HE NOTICED THE CAR MOVING UP AND WAS TOLD NOT TO MOVE HIS CAR AS HE COULD DAMAGE IT	F	0.00	0.00
0564	4/3/2006	WHILING PULLING A BARGE 305-068 OFF THE BANK THE CABLE BROKE AND RECOILED ONTO THE BANK AND HIT CLMT'S VEHICLE	F	1,499.66	1,499.66
0564	4/19/2006	CLMT'S MUFFLER BROKE WHILE GETTING OFF FERRY	F	0.00	0.00
0564	6/25/2006	AS CLMT WAS FOLLOWING THE DIRECTIONS OF THE DECK HAND SCRATCHED THE RIGHT SIDE OF HIS VEHICLE ON THE FERRY	F	997.70	997.70



**PROTECTION AND INDEMNITY LOSSES**  
**July 1, 2005 through June 30, 2006**  
**(As of January 22, 2009)**  
CONTINUED

**State of Louisiana**

**5-Year WM P&I Losses**  
**07/01/2003 - 06/30/2009**

Location	Loss Date	Claim Description	St	Paid Total	Incurred Total
Total By Period:				9,697.17	9,697.17
18 Claims					

**PROTECTION AND INDEMNITY LOSSES**  
**July 1, 2006 through June 30, 2007**  
**(As of January 22, 2009)**  
 CONTINUED

Location	Loss Date	Claim Description	St	Paid Total	Incurred Total
<b>State of Louisiana</b>					
<b>5-Year WM P&amp;I Losses</b>					
<b>07/01/2003 - 06/30/2009</b>					
		Period: 2006/07/01 (7/1/2006 - 6/30/2007)			
0586	7/5/2006	CLAIMANT'S VEHICLE MADE CONTACT WITH REAR BUMPER OF A PARKED TRUCK ON FERRY	F	0.00	0.00
0564	7/12/2006	DRIVER WAS BACKING UP AND NOT WATCHING DECK HAND AND STUCK THE APRON BRAKING TAILLIGHT	F	0.00	0.00
0564	7/26/2006	THE RAMP CAME UP AS MR HESS WAS DRIVING OFF THE FERRY BOAT CAUSING DAMAGE TO HIS TRUCK (FAULTY SWITCH ON BOAT)	F	1,983.17	1,983.17
0564	8/2/2006	CAR RAMP ON BARGE WOULD NOT STOP COMING DOWN AND HIT CLAIMANT'S BUMPER	R	24,069.13	53,000.00
0564	9/5/2006	WHILE OUR DECK HAND WAS DIRECTING THE CLMT HE STRUCK HIS VEHICLE ON FERRY DAMAGING HIS LIGHT AND FENDER/BUMPER	F	104.20	104.20
0592	9/11/2006	BRIDGE TENDER OPEN BRIDGE TO EARLY AND RAMP CAME UP WHILE MS WEBB WAS ON THE BRIDGE. SHE COULD NOT GET OFF AND WAS LEFT ON THE BRIDGE WHILE IT WAS OPEN	F	70.69	70.69
0586	9/11/2006	BRIDGE TENDER OPEN BRIDGE TO EARLY AND RAMP CAME UP WHILE MS WEBB WAS ON THE BRIDGE. SHE COULD NOT GET OFF AND WAS LEFT ON THE BRIDGE WHILE IT WAS OPEN	O	7,012.17	19,000.00
0564	10/3/2006	DRIVER SAID SHE HIT SOME THING STICKING OUT ON THE FERRY.	F	835.00	835.00
0564	10/17/2006	AS THE CLMT DRIVER WAS 'COMING ON' TO THE FERRY HE CUT TO CLOSE AND STRUCK THE BOAT'S OVERFLOW PIPE AND CABIN	F	0.00	0.00
0586	10/18/2006	THE VESSELS APRON CLOSED STRIKING THE CLMITS TRUCK BREAKING HIS TAIL LIGHT AND BUMPER	F	0.00	0.00
0564	11/6/2006	AS THE FERRY WAS TRYING TO LAND A STRONG WIND BLEW THE BOAT CAUSING IT TO HIT HARD AND THE PASSENGER WHO WAS STANDING ON THE DECK, FELL DOWN FX WRIST	O	10,975.61	72,000.00
0586	12/12/2006	CLAIMANT ALLEGES INJURIES WERE SUSTAINED WHEN FERRY MADE HARD LANDING-ACCORDING TO CREW AND OTHER PASSENGERS LANDING WAS NOT HARD AT ALL	F	1,399.98	1,399.98
0564	12/13/2006	CLMT ALLEGES THAT SHE HIT THE BOTTOM OF HER VEHICLE WHILE ENTERING THE FERRY, RESULTING IN AN OIL LEAK	F	0.00	0.00
0586	12/22/2006	CLMITS SHOE GOT CAUGHT UP IN THE GRADING AND SHE KNEELED DOWN TO STOP HER FALL. WHEN WE THEY TOOK A PICTURE THEY SAW SOME WHITE DUST AND THE TOE OF HER SHOE. KNEES AND HAD DIDNT SHOW ANY SIGNS OF EXCESSIVE TRAUMA	F	12,104.00	12,104.00
0564	1/1/2007	PLAINTIFFS ALLEGE M/V ACADIA'S WHEELWASH CAUSED EROSION RESULTING IN SEVERE DAMAGE, INCLUDING STRUCTURAL DAMAGE TO PLAINTIFFS BULKHEAD AND BACKFILL	O	6,022.66	11,100.00
0564	1/23/2007	MATERIAL LOSS. LOSS BEGAN IN 2006 AND IS SAID TO BE ON A DAILY CONTINUING BASIS. DRIVER WAS GETTING ON FERRY WHEN HER CAR GOT STUCK DUE TO THE WAY THAT THE EASTBANK CAR RAMP IS MADE.	F	0.00	0.00
0564	1/30/2007	DECKHAND WAS POSITIONED IN THE WRONG PLACE AND DIRECTED CLAIMANT INTO THE LIFE JACKET BOX	F	0.00	0.00

**PROTECTION AND INDEMNITY LOSSES**  
**July 1, 2006 through June 30, 2007**  
**(As of January 22, 2009)**  
 CONTINUED

**State of Louisiana**

**5-Year WM P&I Losses**  
**07/01/2003 - 06/30/2009**

Location	Loss Date	Claim Description	Sti	Paid Total	Incurred Total
<b>Period: 2006/07/01 (7/1/2006 - 6/30/2007)</b>					
0576	2/16/2007	DECK HAND TOLD THE DRIVER TO STOP AND TURN HIS WHEEL TO GO FORWARD BUT THE DRIVER KEPT BACKING AND HIT THE SHORE POWER PLUG AND BREAKER BOX	F	0.00	0.00
0586	2/17/2007	WHILE DEPARTING WEST BANK LAND STERN BUMPED THE LANDING	F	0.00	0.00
0586	2/17/2007	WHILE DEPARTING WEST BANK LAND STERN BUMPED THE LANDING	F	0.00	0.00
0586	2/17/2007	WHILE DEPARTING WEST BANK LAND STERN BUMPED THE LANDING	F	0.00	0.00
0586	2/17/2007	WHILE DEPARTING WEST BANK LAND STERN BUMPED THE LANDING	F	1,630.00	1,630.00
0586	2/17/2007	WHILE DEPARTING WEST BANK LANDING STERN BUMPED DECK	O	0.00	5,000.00
0586	2/17/2007	WHILE DEPARTING WEST BANK LANDING STERN BUMPED DECK	F	4,765.00	4,765.00
0586	2/17/2007	WHILE DEPARTING WEST BANK LAND STERN BUMPED THE LANDING	F	9,645.00	9,645.00
0564	2/23/2007	CAR BOTTOMED OUT ON EAST BANK LANDING DUE TO THE EAST BANK DOCK	F	0.00	0.00
0564	2/27/2007	CLAIMANT VEHICLE BOTTOMED OUT ON EAST BANK DOCK	F	0.00	0.00
0586	3/23/2007	DUE TO Z-DRIVE MALFUNCTION FERRY IMPACTED THE SUPPORT STRUCTURES OF THE AQUARIUM OF THE AMERICAS DOC FACILITIES	F	63,258.00	63,258.00
0586	3/23/2007	DUE TO Z-DRIVE MALFUNCTION FERRY IMPACTED THE SUPPORT STRUCTURES OF THE AQUARIUM OF THE AMERICAS DOC FACILITIES	F	7,715.00	7,715.00
0586	3/23/2007	DUE TO Z-DRIVE MALFUNCTION FERRY IMPACTED THE SUPPORT STRUCTURES OF THE AQUARIUM OF THE AMERICAS DOC FACILITIES	O	26,262.25	44,500.00
0586	3/23/2007	DUE TO Z-DRIVE MALFUNCTION FERRY IMPACTED THE SUPPORT STRUCTURES OF THE AQUARIUM OF THE AMERICAS DOC FACILITIES	F	1,500.00	1,500.00
0586	3/23/2007	DUE TO Z-DRIVE MALFUNCTION FERRY IMPACTED THE SUPPORT STRUCTURES OF THE AQUARIUM OF THE AMERICAS DOC FACILITIES	F	4,935.00	4,935.00
0586	3/23/2007	DUE TO Z-DRIVE MALFUNCTION FERRY IMPACTED THE SUPPORT STRUCTURES OF THE AQUARIUM OF THE AMERICAS DOC FACILITIES	F	5,393.40	5,393.40
0586	3/23/2007	DUE TO Z-DRIVE MALFUNCTION FERRY IMPACTED THE SUPPORT STRUCTURES OF THE AQUARIUM OF THE AMERICAS DOC FACILITIES	O	7,092.24	18,100.00
0586	3/23/2007	DUE TO Z-DRIVE MALFUNCTION FERRY IMPACTED THE SUPPORT STRUCTURES OF THE AQUARIUM OF THE AMERICAS DOC FACILITIES	F	5,750.00	5,750.00
0586	3/23/2007	DUE TO Z-DRIVE MALFUNCTION FERRY IMPACTED THE SUPPORT STRUCTURES OF THE AQUARIUM OF THE AMERICAS DOC FACILITIES	F	4,950.00	4,950.00
0586	3/23/2007	DUE TO Z-DRIVE MALFUNCTION FERRY IMPACTED THE SUPPORT STRUCTURES OF THE AQUARIUM OF THE AMERICAS DOC FACILITIES	F	6,450.00	6,450.00
0586	3/23/2007	DUE TO Z-DRIVE MALFUNCTION FERRY IMPACTED THE SUPPORT STRUCTURES OF THE AQUARIUM OF THE AMERICAS DOC FACILITIES	O	0.00	0.00
0586	3/23/2007	DUE TO Z-DRIVE MALFUNCTION FERRY IMPACTED THE SUPPORT STRUCTURES OF THE AQUARIUM OF THE AMERICAS DOC FACILITIES	F	500.00	500.00

**PROTECTION AND INDEMNITY LOSSES**  
**July 1, 2006 through June 30, 2007**  
**(As of January 22, 2009)**  
 CONTINUED

**State of Louisiana**

**5-Year WM P&I Losses**  
**07/01/2003 - 06/30/2009**

Location	Loss Date	Claim Description	St	Paid Total	Incurred Total
<b>Period: 2006/07/01 (7/11/2006 - 6/30/2007)</b>					
0586	3/23/2007	WOMAN SITTING IN CAR ALLEGES INJURY DUE TO Z-DRIVE MALFUNCTION FERRY IMPACTED THE SUPPORT STRUCTURES OF THE AQUARIUM OF THE AMERICAS DOC FACILITIE	O	111.93	10,000.00
0586	4/13/2007	Two vehicles contacted during ferry transport operations.	F	792.39	792.39
0586	4/13/2007	Two vehicles contacted during ferry transport operations.	F	135.00	135.00
0576	4/16/2007	DECKHAND WAS PULLING OFF TRAFFIC ON FERRY AND WAS DIRECTING A TRUCK OFF PULLING A TRAILER WHEN THE TRAILER HIT THE RIGHT FRONT OF THE CLMTS CAR CLAIMANT HIT ONE OF ROLLERS ON THE PORT GATE WHILE TRYING TO TURN THE CORNER TO GO AROUND THE BOAT	F	0.00	0.00
0564	4/17/2007	CLAIMANT STATES AS SHE DROVE ONTO PATTON SHE SCRAPPED THE LOWER PART OF HER VEHICLE	F	0.00	0.00
0564	4/20/2007	CLMT WAS BEING PARKED ON FERRY AT THE WEST LOADING DOCK AND CAME AROUND THE WHEELHOUSE TO CLOSE CAUSING HER DRIVER SIDE DOOR TO SCRAPE AGAINST THE GALLEY DOOR WHICH WAS TIED OPEN	F	1,826.77	1,826.77
0564	4/22/2007	WHILE BEING PARKED ON THE FERRY, CLT CAME AROUND WHEELHOUSE TOO CLOSE, HITTING THE GALLEY DOOR AND DAMAGING HER RIGHT REAR CAR DOOR.	F	0.00	0.00
0564	4/30/2007	"EXHAUST PIPES AND WIRES PULLED LOOSE UNDER VEHICLE"	F	1,379.04	1,379.04
0564	5/21/2007	THE CREW MEMBERS ON THE FERRY FAILED TO SECURE THE GALLEY DOOR WHICH SWUNG OPEN WHEN THE FERRY STARTED TO CROSS THE RIVER.	F	0.00	0.00
0564	5/22/2007	CLAIMANT ALLEGES DECKHAND DIRECTED HER ONTO FERRY AND SHE STRUCK THE SIDE OF THE APRON AND STRATCHED THE RIGHT PASSENGER DOOR OF VEHICLE	F	0.00	0.00
0586	5/24/2007	CLAIMANT VEHICLE STRUCK BY RAMP	F	1,340.71	1,340.71
0579	5/30/2007	Vehicle apron went out of control, raising and damaging a vehicle passing over it. Injuries unknown at this time. Driver + 2 Pax.	F	0.00	0.00
0579	5/30/2007	Vehicle apron went out of control, raising and damaging a vehicle passing over it. Injuries unknown at this time. Driver + 2 Pax.	F	2,591.87	2,591.87
9996	6/25/2007	PLAINTIFFS ALLEGE WRONGFUL DEATH REGARDING FERRY ACCIDENT ONBOARD MV PLAQUEMINES PRIDE WHICH IS NOT STATE OWNED OR INSURED BY ORM	O	2,084.54	2,084.54
0564	6/27/2007	RAMP DAMAGED CATALYTIC CONVERTER ON CLAIMANTS VEHICLE AS SHE WAS GETTING OFF THE FERRY.	F	2,430.80	15,000.00
<b>Total By Period:</b>				<b>227,852.55</b>	<b>391,575.76</b>

55 Claims



**PROTECTION AND INDEMNITY LOSSES**  
**July 1, 2007 through June 30, 2008**  
**(As of January 22, 2009)**  
CONTINUED

**State of Louisiana**

**5-Year WM P&I Losses**  
**07/01/2003 - 06/30/2009**

Location	Loss Date	Claim Description	Stt	Paid Total	Incurred Total
<b>Period: 2007/07/01 (7/11/2007 - 6/30/2008)</b>					
0564	7/12/2007	MR HILL DID NOT TURN SHARP ENOUGH AND THE DECKHAND WAS NOT IN THE AREA AND HE STRUCK HIS HEADLIGHT ON THE FERRY	F	2,177.01	2,177.01
0564	7/27/2007	MS COBB SCRAPED THE BOTTOM OF HER BUMPER AS SHE DROVE OFF THE RAMP ON THE EAST BANK FROM A PILE OF ROCKS	F	1,357.56	1,357.56
0586	7/27/2007	WHILE EXITING VESSEL APRON STARTED TO COME UP AND CLMT ALLEGES IT STRUCK THE FRONT BUMPER	F	1,512.58	1,512.58
0564	7/30/2007	DECK HAND WAS DIRECTING THE LEADER TO BACKUP SO THERE WOULD BE ROOM ON THE VESSEL, THE DRIVER DID NOT HEAR THE DECKHAND SAY STOP AND THE DOTD DRIVER WAS MAKING CONTACT WITH THE FRONT OF THE CLMT VEHICLE	F	2,370.16	2,370.16
0586	8/2/2007	CLMT PUNCTURED THE RIGHT FRONT TIRE OF HIS TRUCK WHEN HE STRUCK A STEEL EMERGENCY LADDER THAT WAS PROTRUDING INOT THE FERRY VESSEL PARKING DECK	F	215.88	215.88
0564	9/2/2007	2000 NEON WAS BEING DIRECTED INTO SPACE NEXT TO F250 TRUCK WHEN THE NEON'S ENGINE FAILED AND THE DRIVER HAD NO STERRING OR BRAKES AND HIT THE SIDE REAR PANEL OF THE F250 TRUCK DENTING IT	F	1,030.70	1,030.70
0564	9/12/2007	CLAIMANT'S BUMPER WAS PULLED OFF AFTER STRIKING A BIT WHICH WAS ON THE DECK OF THE VESSEL. EMPLOYEE FAILED TO MOTION FOR CLAIMANT TO STOP BEFORE REACHING BIT	F	1,233.80	1,233.80
0564	11/26/2007	UNDERCARRIAGE OF CLAIMANT VEHICLE SCRAPED ON RAMP	F	0.00	0.00
0564	11/26/2007	UNDERCARRIAGE OF CLAIMANT VEHICLE SCRAPED ON RAMP	F	0.00	0.00
0564	12/31/2007	CLAIMANT HIT BULKHEAD WITH HER LEFT FRONT BUMPER TO AVOID REAR ENDING THE VEHICLE IN FRONT OF HER - DECKHAND DID NOT SEE CRASH ONLY HEARD IT - PER DECKHAND THERE WERE 2 SMALL CHILDREN- UNRESTRAINED IN THE VEH - NO POLICE REPORT MADE	F	813.24	813.24
0586	1/7/2008	AS MR ERROL DROVE HIS CAR ON THE VESSEL THE FIBER GLASS SPOILER UNDER THE FRONT BUMPER CAUGHT THE LIP THAT LAYS OVER THE APRON ON THE STARBOARD SIDE OF THE MV ST JOHN AND TORE THE SPOILER OFF.	F	4,861.70	4,861.70
0586	1/11/2008	PASSENGER RAIL STRUCK FRONT FENDER OF VEHICLE, WHEN RAMP WAS RAISED.	F	0.00	0.00
0586	2/15/2008	CAPTAIN OF FERRY WAS EXITING FERRY IN HIS PERSONAL VEHICLE AND HIS BACK BUMPER SPLIT WHEN IT DRUG ON THE APRON OF THE LANDING	O	0.00	2,000.00
0564	2/26/2008	WHILE COMING ONTO THE FERRY EAST BANK DOCK CAR RUBBER UNDERNEATH CAR ON APRON	O	0.00	1,500.00
0571	3/21/2008	APRON NOT IN PLACE CAUSING DAMAGE TO CLAIMANT'S OIL PAN	F	452.81	452.81
0586	4/12/2008	CLAIMANT VEHICLE HUNG UP ON APRON WHILE BOARDING FERRY	F	0.00	0.00
0579	4/13/2008	PL IS ALLEING THE PILOT IS A DOTD EMPLOYEE. THIS IS NOT THE CASE. THE VESSEL AND ITS CREW ARE CONTRACTORS HIRED TO TAXI ANGOLA EMPLOYEES ACROSS THE RIVER BECAUSE THE RIVER WAS TO HIGH TO RUN THE ANGOLA FERRY	O	0.00	8,100.00

**PROTECTION AND INDEMNITY LOSSES**  
**July 1, 2007 through June 30, 2008**  
**(As of January 22, 2009)**  
 CONTINUED

**State of Louisiana**

**5-Year WM P&I Losses**  
**07/01/2003 - 06/30/2009**

Location	Loss Date	Claim Description	Str	Paid Total	Incurred Total
<b>Period: 2007/07/01 (7/1/2007 - 6/30/2008)</b>					
0579	4/13/2008	PL IS ALLEING THE PILOT IS A DOTD EMPLOYEE. THIS IS NOT THE CASE. THE VESSEL AND O ITS CREW ARE CONTRACTORS HIRED TO TAXI ANGOLA EMPLOYEES ACROSS THE RIVER BECAUSE THE RIVER WAS TO HIGH TO RUN THE ANGOLA FERRY		0.00	0.00
0586	4/21/2008	PULLED EXHAUST LOOSE ON RAMP	F	0.00	0.00
0586	5/16/2008	MARINE CLM- PASSENGER TOM ZITT WAS WALKING HIS BIKE OFF THE APRON WHEN APRON STARTED TO COME BACK UP CAUSING HIM TO SLIP & FALL ON HIS BIKE - APRON CAME UP AGAIN & CRUSHED THE FRONT WHEEL OF THE BIKE	F	676.00	676.00
0585	6/2/2008	CLAIMANT ALLEGES D/H DIRECTING TRAFFIC AND CAUSED HIM TO HIT VESSEL CAUSING SCRATCHES AND YELLOW PAINT DAMAGE ON LEFT REAR PASSENGER DOOR.	F	0.00	0.00
0564	6/2/2008	CLMT SCRATCHED LEFT REAR HUBCAP WHILE TURNING ONTO FERRY AS DIRECTED BY DECKHAND	F	0.00	0.00
0586	6/5/2008	PASSENGERS R FOOT SLID ON WET DECK DECK WET FROM AC CONDENSATION WHILE WALKING ONTO THE VESSEL	F	321.00	321.00
0586	6/26/2008	89 YR OLD CLMT WAS DRIVING 1989 ROLLS ROYCE UP RAMP A LITTLE FAST AND BOTTOMED OUT CAUSING DAMAGE TO THE VEHICLE'S MUFFLER, EXHAUST PIPE AND BATTERY BOX	O	0.00	0.00
0564	6/28/2008	UNDER CARRAIGE RUBBED THE BOTTON OF THE RAMP OF THE FERRY	F	3,272.09	3,272.09
<b>Total By Period: 25 Claims</b>				<b>20,294.53</b>	<b>31,894.53</b>



**PROTECTION AND INDEMNITY LOSSES**  
**July 1, 2008 through June 30, 2009**  
**(As of January 22, 2009)**  
 CONTINUED

**State of Louisiana**

**5-Year WM P&I Losses**  
**07/01/2003 - 06/30/2009**

Location	Loss Date	Claim Description	St:	Paid Total	Incurred Total
<b>Period: 2008/07/01 (7/1/2008 - 6/30/2009)</b>					
0584	7/25/2008	WHILE COMING ONTO THE VESSEL THE CLMT SCRATCHED AND DENTED THE RIGHT SIDE OF THE VEHICLE WHILE ON THE DIRECTION OF THE DECKHAND	O	0.00	2,500.00
2855	9/1/2008	HURRICANE GUSTAV /M/V JOSEPH ROBIN PUT VESSEL ON BOBBY LYNN'S MARINA - OWNERS FEEL STATE SHOULD PAY	O	1,090.00	5,000.00
0584	9/12/2008	STRONG WINDS BLEW CREW ROOM DOOR OPEN AND HIT DRIVER SIDE MIRROR	O	0.00	1,000.00
0586	9/28/2008	FERRY PASSENGER FELL ASLEEP IN HIS VEHICLE AND DECK HAND - ALLEGEDLY THREW HIS GLOVE AT VEHICLE TO WAKE DRIVER -- CLMT CLAIMS THE GLOVE SCRATCHED HIS VEHICLE	O	0.00	1,500.00
0564	11/9/2008	WHILE EXITING FERRY VEHICLE DRUG AND BROKE EXHAUST OFF ON 2007 INFINITI	O	6,769.63	9,500.00
0586	11/26/2008	CLMT WAS COMING ONTO VESSEL AND THE FLAP ON APRON AND SCRATCHED THE FRONT BUMPER OF HER 2001 PONTIAC	O	0.00	0.00
0564	12/30/2008	CLMT'S VEHICLE HIT THE LIP OF THE APRON AND RECEIVED DAMAGE TO THE BUMPER OF HER 1995 HONDA ACCORD	O	0.00	2,000.00
0579	1/11/2009	IT SEEMS THAT A PASSENGER CAR LOST ITS EXHAUST SYSTEM WHILE EXITING THE FERRY ON THE EAST BANK.	O	0.00	500.00
<b>Total By Period:</b>				<b>7,859.63</b>	<b>22,000.00</b>

8 Claims

**PROTECTION AND INDEMNITY LOSSES**  
**July 1, 2003 to January 9, 2009**

<u>LOCATION</u>	<u>ACCIDENT DATE</u>	<u>DESCRIPTION OF LOSS</u>	<u>STATUS</u>	<u>PAID</u>	<u>TOTAL INCURRED</u>	<u>TOTAL INCURRED BY EXCESS CARRIER</u>
0571 DOTD – Dist 2	12/11/03	Claimant vehicle stuck on pontoon bridge as bridge opened.	O	\$13,464	\$72,100	\$150,000
0571 DOTD – Dist 2	12/11/03	Claimant vehicle stuck on pontoon bridge as bridge opened.	O	\$1,906	\$261,600	
0586 Crescent City Connection	5/1/04	Claimant Vessel hit Insured Vessel while insured was moored	F	\$185	\$185	\$824
0564 DOTD – Structures & Facilities	5/12/04	Claimant alleges ferry collided with another ferry.	O	\$0	\$3,500	\$75,000
0564 DOTD – Structures & Facilities	5/12/04	Claimant alleges ferry collided with another ferry.	O	\$8,036	\$19,500	
2811 DWLF	8/1/04	Claimant was an invitee on the M/V Riptide at the Nat. Night Out on 8/1/04. She stepped on the ice chest to get on vessel, she lost her balance sustaining an injury to her knee	O	\$16,610	\$41,000	\$105,000
0586 Crescent City Connection	1/16/05	Various claimants injured when ferry struck M/V Cajun Queen.	F	\$53,126	\$53,126	\$77,630

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>SCHEDULE C</i>	*		*	
B-146	*	<i>HOSTILE ACTS</i>	*	March 4, 2009	*	61 of 113
		EXCLUSION				
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**SCHEDULE C**  
**HOSTILE ACTS EXCLUSION**

**HOSTILE ACTS EXCLUSION AND LIMITED BUYBACK ENDORSEMENT**

**This clause shall be paramount and shall override anything contained in this policy or any of its endorsements inconsistent therewith:**

This insurance shall not apply to any liability for, or any loss, damage, injury or expense caused by, resulting from or incurred by reason of any one or more of the following:

- a. capture, seizure, arrest, taking, restraint, detainment, confiscation, preemption, requisition or naturalization, or the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise;
- b. hostilities or warlike operations (whether there be a declaration of war or not), but the phrase "hostilities or warlike operations (whether there be a declaration of war or not)" shall not exclude collision or contact with aircraft, rockets or similar missiles or with any fixed or floating object, stranding, heavy weather, fire or explosion unless caused directly (independently or the nature of the voyage or service which the watercraft concerned or in the case of a collision, any other vessel involved herein, is performing) by a hostile act by or against a belligerent power; for the purpose of the foregoing, power includes any authority maintaining naval, military or air forces in association with a power. In addition to the foregoing exclusions, this insurance shall not cover any loss, damage or expense to which a warlike act or the use of military or naval weapons is a contributing cause, whether or not the Insured's liability is based on negligence or otherwise, and whether in time of peace or war. The embarkation, carriage and disembarkation of troops, combatants, or material of war, or the placement of the watercraft in jeopardy an act or measure of war taken in the actual process of a military engagement, with or without the consent of the Insured, shall be considered a warlike act for the purposes of the Policy;
- c. the consequences of civil war, revolution, rebellion, insurrection, military or usurped power, the imposition of martial law, or civil strife arising therefrom, or piracy; or from any loss, damage or expense caused by or resulting directly or indirectly from the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, ideological or terrorist purposes, and whether any loss, damage or expense resulting therefrom is accidental or intentional;
- d. malicious acts or vandalism, strikes, lockouts, political or labor disturbances, civil commotions, riots, or the acts of any person or persons taking part in such occurrence or disorder.

**In consideration of the premium charged, it is understood and agreed that the above exclusion shall not apply to liabilities listed below and that are listed in the "schedule of underlying insurance" and that coverage herein shall only operate as excess of such underlying coverage if also afforded therein:**

- I. Protection and Indemnity including Jones Act coverage under a Maritime Employer's Liability Policy.
- II. Collision Liability and/or Tower's Liability.
- III. General Average & Salvage.
- IV. Sue and Labor.
- V. Charterer's Legal Liability including Cargo Owners Pollution Legal Liability.

- VI. Ship Repairer's Legal Liability and any related general liability for marine operations that may be insured under an ISO Commercial General Liability policy or any other similar commercial general liability type form.
- VII. Stevedore's Legal Liability and any related general liability for marine operations that may be insured under an ISO Commercial General Liability policy or any other similar commercial general liability type form.
- VIII. Terminal Operators Legal Liability and any related general liability for marine operations that may be insured under an ISO Commercial General Liability policy or any other similar commercial general liability type form.
- IX. Wharfingers and/or Safe Berth and/or Landing Owners and any related general liability for marine operations that may be insured under an ISO Commercial General Liability policy or any other similar commercial general liability type form.
- X. Marina Operators Legal Liability and any related general liability for marine operations that may be insured under an ISO Commercial General Liability policy or any other similar commercial general liability type form.
- XI. Marine Operators Protection and Indemnity.
- XII. Vessel or Watercraft Pollution Liability.

**However, paramount to anything contained in the above buyback, coverage shall not extend to liability for any loss or damage to property of others in the Care, Custody or Control of the Insured, or on the Insured's premises for any reason, while such property is ashore. The onshore property exclusion herein shall not apply to cargoes while in the care, custody or control of the insured, in the due course of transit and for a period not to exceed 60 days from receipt. Nor shall the onshore property exclusion apply to vessels of others or their equipment while at marinas, shipyards, or other marine facilities for the purpose of repair, servicing or storage.**

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PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>SCHEDULE D</i>	*		*	
B-146	*	<i>POLICY FORMS &amp;</i>	*	March 4, 2009	*	63 of 113
		<i>ENDORSEMENTS</i>				
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**SCHEDULE D**

**POLICY FORMS AND ENDORSEMENTS**

This schedule contains policy forms and endorsements which reflect the minimum coverage which will be accepted for award of this IFB.

In the event of any discrepancies between the insurance requirements delineated in these specifications and the model policy(ies) included herein, the bid specifications **shall** govern.

This schedule is for informational purposes only and not to be used in awarding the contract.

Contents:

Wet Marine Policy No. GCM08542



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>SCHEDULE D</i>	*		*	
B-146	*	<i>POLICY FORMS &amp;</i>	*	March 4, 2009	*	65 of 113
		<i>ENDORSEMENTS</i>				
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**Gulf Coast Marine, LLC**  
**Marine Underwriters**  
**Metairie, LA 70002**

STATE OF LOUISIANA

SCHEDULE OF COVERAGES

SCHEDULE OF VESSELS AND VALUES

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

SECTION HM -- HULL & MACHINERY

SECTION PI -- PROTECTION & INDEMNITY

SECTION PL -- POLLUTION LIABILITY

SECTION XP -- EXCESS PROTECTION & INDEMNITY

SCHEDULE OF ASSURERS

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	66 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**Gulf Coast Marine, LLC**  
**Marine Underwriters**  
**Metairie, LA 70002**

WITH RESPECT TO ALL SECTIONS OF THIS POLICY --

- 1.1 "The Insured may cancel the policy by returning it to the company or by giving the company advance notice of the date cancellation is to take effect. The company may cancel or non-renew the policy by mailing to the Insured by 'Certified Mail, Return Receipt Requested' (at the Insured's last known address by the company) written notice of cancellation at least:
- 1.1.1 Thirty (30) days before the effective date of cancellation if cancellation is due to non-payment of premium; or
- 1.1.2 One Hundred Twenty (120) days notice if cancellation or non-renewal is due to any other reason.
- The company may deliver any notice instead of mailing it. A signed return receipt will be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period."
- 1.2 "The inclusion of more than one Named Insured in the policy shall not affect the rights of any Named Insured as respects any claim or suit by any other Named Insured or by an employee of such other Insured."
- 1.3 "The policy shall insure each Named Insured in the same manner as though a separate policy had been issued to each, but nothing contained herein shall operate to increase the company's liability as set forth elsewhere in this policy beyond the amount or amounts for which the company would have been liable if only one Insured had been named, without the prior written approval of the Named Insured."
- 1.4 "For the insurance afforded herein, the State Risk Director for the Office of Risk Management/Division of Administration, State of Louisiana is authorized to act for all Insureds respecting the giving and receiving of notice of cancellation, non-renewal or material change, receiving any return premium or dividend, and changing any provisions of this coverage. Such notice or changes shall be mailed in care of the Office of Risk Management/Division of Administration, Post Office Box 91106, Capitol Station, Baton Rouge, Louisiana 70821-9106."
- 1.5 "Neither the Insured nor the company may cancel or eliminate any Section or Coverage Part of the policy without the consent of the other party. If either party elects to cancel, only the policy in its entirety, and not a Section of the policy, is subject to cancellation unless the two parties agree that a Section(s) or Coverage Part(s) of the policy will be eliminated."
- 1.6 "For the insurance afforded herein each state agency shall be considered a separate risk and exclusions contained in the policy shall not be invoked between such state agencies."

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	67 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**Gulf Coast Marine, LLC**  
**Marine Underwriters**  
**Metairie, LA 70002**

WITH RESPECT TO ALL SECTIONS OF THIS POLICY --

- 2.1 "The policy of insurance is issued with the understanding that navigation is confined to the inland and coastal waters of the State of Louisiana with the exception of the M/V "PELICAN" and M/V "ACADIANA."
- 2.2 "In consideration of premium charged, it is agreed that coverage hereunder shall not be subject to any warranties of seaworthiness (other than as respects Hull coverage at the time of initial attachment) unless specifically expressed herein. This clause, however, shall not affect the due diligence provision of the Inchmaree Clause nor shall this clause be interpreted as extending coverage for losses due to seaworthiness as an insured peril."
- 2.3 "The policy of insurance shall provide under the Hull and Machinery feature, coverage including strikes, riots and civil commotion."
- 2.4 "The policy of insurance shall provide Protection and Indemnity coverage to include Cargo Legal Liability coverage and full Pollution coverage."
- 2.5 "Bidder/Contractor shall furnish automatic Hull and Liability coverage on all newly acquired owned vessels for thirty (30) days. Limit of automatic Hull coverage shall not exceed \$5,000,000.00. Newly acquired shall be defined as the time at which the state has care, custody and control of the vessel."
- 2.6 "As respects confiscated or borrowed vessels, bidder/contractor shall furnish automatic Liability coverage only for ten (10) days."
- 2.7 "Contractor shall furnish automatic Hull (when required by lease agreement) and liability on leased vessels for ten (10) days. Automatic Hull coverage shall not exceed \$5,000,000.00."
- 2.8 "It is understood and agreed that this insurance excludes all claims in respect to crew and/or employees of the Assured for injuries, sickness, and death, when such are compensable under the Louisiana Workers' Compensation Law, LSHWA, and Maritime."
- 2.9 "It is agreed that if, in the ordinary course of business, the Assured is required to grant releases from liabilities or arrange for waiver of Underwriters' Rights of Subrogation, privilege is hereby granted to do so, provided prompt notice of any such action be given underwriters."
- 2.10 "In the event of cancellation or elimination by the insurance company, return premium shall be pro-rata. In the event of cancellation or elimination by the Insured, return premium shall be pro-rata less 10%. In the event of disposal (or sale) of an insured vessel, the return premium shall be pro-rata."

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	68 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**Gulf Coast Marine, LLC**  
**Marine Underwriters**  
**Metairie, LA 70002**

WITH RESPECT TO ALL SECTIONS OF THIS POLICY --

- 2.11 "Assureds: With respect to: STATE OF LOUISIANA - DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT AND CRESCENT CITY CONNECTION DIVISION

The Crescent City Connection Division, formally referred to as the Mississippi River Bridge Authority, an Instrumentality of the State of Louisiana within the Department of Transportation and Development pursuant to Act 513 of 1976, Owner and the First National Bank of Commerce in New Orleans, Trustee, as their interests may appear.

Trading Warranty: Warranted by the Insured confined to the use and the navigation of the inland waters of the State of Louisiana.

Additional Assureds: With respect to vessels as per Schedules AA & BB as follows:

- Board of Commissioners of the Port of New Orleans
- Plaquemines Parish Commission Council

With respect to the Cable Ferry at the Bancker Canal Ferry location only:

- Police Jury of Vermillion Parish

(Warranted that provisions of Articles IV & VIII of the contract between Department of Transportation and Development and the Parish of Vermillion are fully and strictly complied with.)

SCHEDULE AA

- Ferry Boats:
1. "Louis B. Porterie"
  2. "Thomas Jefferson"
  3. "Captain Neville Levy"
  4. "Colonel Frank X. Armiger"
  5. "Senator Alvin T. Stumpf"
  6. "St. John"

SCHEDULE BB

- Pontoons:
1. Steel Pontoon - New Orleans, Winston Landing
  2. Steel Pontoon - Chalmette Side, Paris Road Landing
  3. Steel Pontoon - New Orleans Side, Jackson Avenue Landing
  4. Steel Pontoon - Gretna, Huey P. Long Landing
  5. Steel Pontoon - New Orleans Side, Canal Street Landing
  6. Steel Pontoon - Algiers, Bouny Landing

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	69 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**Gulf Coast Marine, LLC**  
**Marine Underwriters**  
**Metairie, LA 70002**

WITH RESPECT TO ALL SECTIONS OF THIS POLICY --

- 2.12 "This policy covers automatically each vessel acquired, purchased or bareboat chartered by the Assured up to the following maximum limits of liability:

\$ 5,000,000.00 - Hull and Machinery  
\$ 100,000,000.00 - Protection and Indemnity

The agreed valuation under this clause shall be as follows:

1. With respect to Purchased Vessels:

The Purchase Price.

2. With respect to Bareboat Chartered Vessels:

The amount set forth in the charter party executed by Assured and Vessel Owner, or in the event of an oral bareboat charter, the amount agreed upon by the Assured and Owner; but in no event shall the amount be more than the original purchase price, or the amount the bareboat chartered vessel for which it was insured prior to being chartered to the Assured.

It is further agreed that the Assured shall give notice where practicable prior to such acquisition, and in any event within thirty (30) days after the acquisition of any vessel. Premium shall be paid at pro-rata to be agreed."

- 2.13 "It is understood and agreed with respect to the vessels 'Pelican' and 'Acadiana' only, the Navigation Warranty is amended to read as follows:

Warranted by the Assured confined to the use and navigation of the inland and coastal waters of Texas, Louisiana, Mississippi, Alabama and Florida including the entire Gulf of Mexico excluding the waters of Cuba and Mexico."

- 2.14 "It is understood and agreed, with respect to vessels other than the 'Pelican' and the 'Acadiana', the Navigation Warranty is amended to read as follows:

Warranted by the Assured confined to the use and navigation of the inland and coastal waters of the State of Louisiana."

- 2.15 "It is understood and agreed that Underwriters' Rights of Subrogation shall be considered waived against all Louisiana Domicile Political Subdivisions."

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	70 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**Gulf Coast Marine, LLC**  
**Marine Underwriters**  
**Metairie, LA 70002**

WITH RESPECT TO ALL SECTIONS OF THIS POLICY --

- 2.16 "It is understood and agreed that the company shall name LOOP, INC. as an Additional Insured as respects the following described vessels which are insured under (2855) Saltwater Fish Division - Marine Fisheries -- Department of Wildlife and Fisheries:

Vessel Description

1. "SHARK" #LA-170-PS
2. "TARPON" #LA-1379-PU

It is further understood and agreed that the company hereby waives its right of subrogation against LOOP, LLC as respects the vessels listed above. However, said waiver shall apply only to the extent to which the Named Insured has, in writing, waived such right against LOOP, LLC.

In the event of cancellation of, or material change in this policy by this company, at least thirty (30) days prior written notice of such shall be given to the below listed concern:

LOOP, LLC  
Oil Center  
2150 Westbank Expressway  
Harvey, Louisiana 70058

- 2.17 "It is understood and agreed that the following wording is added to this policy:

OTTO CANDIES, INC.

Permission is granted to charter the vessel(s) to OTTO CANDIES, INC. and/or its subsidiary or affiliated companies; and during the term of any such charter OTTO CANDIES, INC., its subsidiaries and affiliates, and/or any company, partnership, or individual operating the vessel, and/or anyone for whom the vessel(s) is/are working, shall be considered as Additional Insureds hereunder, and Underwriters' Rights of Subrogation against them and all rights under loan receipt or other such instrument are waived.

The coverage afforded to such Additional Assureds hereunder shall be in all respects and in all events identical with the coverage afforded to the owner of the vessel(s) named herein, and any limitation of coverage to loss, damage, or expense "as owner" or any other provision herein inconsistent with the coverage of such Additional Assureds identically with owners shall, as to such Additional Assureds, be deemed deleted.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	71 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**Gulf Coast Marine, LLC**  
**Marine Underwriters**  
**Metairie, LA 70002**

WITH RESPECT TO ALL SECTIONS OF THIS POLICY --

It is expressly agreed that the insurance afforded by this policy is, and for all purposes shall be deemed to be primary of all other insurance, and any "other insurance clause" contained in this policy is hereby deleted.

This company agrees to give thirty (30) days prior written notice to OTTO CANDIES, INC. in the event of cancellation or material change in this policy.

Further, with respect to the Assured's operation with OTTO CANDIES, INC., the following clause is applicable:

CROSS LIABILITIES:

In the event of one of the Assureds incurring liability to any other of the Assureds, this policy shall cover the Assured against whom claims is or may be made in the same manner as if separate policies had been issued to each Assured. Nothing contained herein shall operate to increase Underwriters' limit of liability as set forth in this policy."

- 2.18 While the vessel M/V "PELICAN" is insured hereunder, it is understood and agreed that the following Company(s) shall be considered an Additional Insured hereunder and underwriters' Rights of Subrogation shall be considered waived against said Company(s), but only during such time as the vessel(s) insured hereunder is/are actually working for said Company(s). In the event of cancellation or material change of this policy/certificate thirty (30) days prior written notice days will be given to:

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)

- 2.19 The provisions of the following Nuclear Exclusion Clause are hereby made a part of this policy:

NUCLEAR EXCLUSION CLAUSE:

This Policy does not insure against loss or damage caused by or resulting from nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

- 2.20 The maximum deductible for Hull Insurance, Protection and Indemnity and Towers/Collision Liability for any one occurrence is \$1,000,000.00.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	72 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**Gulf Coast Marine, LLC**  
**Marine Underwriters**  
**Metairie, LA 70002**

SECTION HM

**Where the word "policy" appears herein, it shall be deemed to read "section".**

**THIS SECTION IS A SEPARATE INSURANCE BUT IS SUBJECT ALWAYS TO THE OTHER TERMS AND CONDITIONS STATED IN THIS POLICY EXCEPT FOR THE TERMS AND CONDITIONS ATTACHED TO AND FORMING PART OF SECTIONS PI, PL AND XP.**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>SCHEDULE D</i>	*		*	
B-146	*	<i>POLICY FORMS &amp;</i>	*	March 4, 2009	*	73 of 113
		ENDORSEMENTS				
		* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *				

**Gulf Coast Marine, LLC**  
**Marine Underwriters**  
**Metairie, LA 70002**

WITH RESPECT TO SECTION HM OF THIS POLICY --

DEDUCTIBLE:

The deductible amount deemed to be inserted in the attached

American Institute Hull Clauses (Line 30)  
and  
American Institute Tug Form (Lines 36 and 37)

shall be

\$1,000,000.00 per occurrence

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	74 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

## American Institute

S. R. & C. C. Endorsement (Hulls)  
September 8, 1959

87 B-46  
(Revised)

In consideration of an additional premium, as provided below, this insurance is extended to cover additional risks, from and after

Inception in accordance with the following clause:-

"This insurance also covers damage to or destruction of the property insured directly caused by strikers, locked out workmen, or persons taking part in labor disturbances or riots or civil commotions or caused by vandalism, sabotage, or malicious mischief, but excluding civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, and warranted free from any claim for delay, detention or loss of use, and free from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter.

Notwithstanding the exclusions in the F. C. & S. Clause in the within policy 'vandalism,' 'sabotage,' and 'malicious mischief,' as used herein, shall be construed to include wilful or malicious physical injury to or destruction of the described property caused by acts committed by an agent of any Government, party or faction engaged in war, hostilities, or other warlike operations, provided such agent is acting secretly and not in connection with any operations of military or naval armed forces in the country where the described property is situated."

Until further notice the Assured shall pay, for the additional protection afforded by the above clause, an additional premium of \_\_\_\_\_ included \_\_\_\_\_ percent. The Underwriters have the right nevertheless to change this rate at any time on 15 days written notice to the Assured; but the Assured shall have the option to cancel this endorsement as of the time when such change of rate would take effect, provided previous notice of such cancellation be given to the Underwriters. The rate may be changed as above notwithstanding strikes, labor troubles or civil commotions, on board the vessel or elsewhere, may be threatened or actually exist either at the time when such notice is given or when it takes effect.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	75 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**American Institute Hull Clauses**  
(June 2, 1977)

- WITH RESPECT TO NON-TOWING VESSELS -

7

To be attached to and form a part of Policy No. GCM 08542 of the Subscribing Underwriters  
The terms and conditions of the following clauses are to be regarded as substituted for those of the policy form to which they are attached, the latter being hereby waived, except provisions required by law to be inserted in the Policy. All captions are inserted only for purposes of reference and shall not be used to interpret the clauses to which they apply.

**ASSURED**

1 This Policy insures STATE OF LOUISIANA  
2  
3 hereinafter referred to as the Assured.  
4 If claim is made under this Policy by anyone other than the Owner of the Vessel, such person shall not be entitled to recover to a greater extent  
5 than would the Owner, had claim been made by the Owner as an Assured named in this Policy.  
6 Underwriters waive any right of subrogation against affiliated, subsidiary or interrelated companies of the Assured, provided that such waiver shall  
7 not apply in the event of a collision between the Vessel and any vessel owned, demise chartered or otherwise controlled by any of the aforesaid  
8 companies, or with respect to any loss, damage or expense against which such companies are insured.

**LOSS PAYEE**

9 Loss, if any, payable to Assured  
10  
11 or order.  
12 Provided, however, Underwriters shall pay claims to others as set forth in the Collision Liability clause and may make direct payment to persons  
13 providing security for the release of the Vessel in Salvage cases.

**VESSEL**

14 The Subject Matter of insurance is the Vessel called the As Per Schedule  
15 or by whatsoever name or names the said Vessel is or shall be called, which for purposes of this insurance shall consist of and be limited to her hull,  
16 launches, lifeboats, rafts, furniture, bunkers, stores, supplies, tackle, fittings, equipment, apparatus, machinery, boilers, refrigerating machinery, insulation,  
17 motor generators or other electrical machinery.  
18 In the event any equipment or apparatus not owned by the Assured is installed for use on board the Vessel and the Assured has assumed  
19 responsibility therefor, it shall also be considered part of the Subject Matter and the aggregate value thereof shall be included in the Agreed Value.  
20 Notwithstanding the foregoing, cargo containers, barges and lighters shall not be considered a part of the Subject Matter of this insurance.

**DURATION OF RISK**

21 From the 1st day of July 20 08, Noon Central Standard time  
22 to the 1st day of July 20 09, Noon Central Standard time  
23 Should the Vessel at the expiration of this Policy be at sea, or in distress, or at a port of refuge or of call, she shall, provided previous notice  
24 be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.  
25 In the event of payment by the Underwriters for Total Loss of the Vessel this Policy shall thereupon automatically terminate.

**AGREED VALUE**

26 The Vessel, for so much as concerns the Assured, by agreement between the Assured and the Underwriters in this Policy, is and shall be valued  
27 at As Per Schedule Dollars.

**AMOUNT INSURED HEREUNDER**

28 As Per Schedule Dollars.

**DEDUCTIBLE**

29 Notwithstanding anything in this Policy to the contrary, there shall be deducted from the aggregate of all claims (including claims under the  
30 Sue and Labor clause and claims under the Collision Liability clause) arising out of each separate accident, the sum of \$ Per Schedule,  
31 unless the accident results in a Total Loss of the Vessel in which case this clause shall not apply. A recovery from other interests, however, shall not  
32 operate to exclude claims under this Policy provided the aggregate of such claims arising out of one separate accident if unreduced by such recovery  
33 exceeds that sum. For the purpose of this clause each accident shall be treated separately, but it is agreed that (a) a sequence of damages arising from  
34 the same accident shall be treated as due to that accident and (b) all heavy weather damage, or damage caused by contact with floating ice, which  
35 occurs during a single sea passage between two successive ports shall be treated as though due to one accident.

**PREMIUM**

36 The Underwriters to be paid in consideration of this insurance As Agreed  
37 As Agreed Dollars being at the annual rate of As Agreed per cent, which premium shall be due on attachment. If the Vessel is insured  
38 under this Policy for a period of less than one year at pro rata of the annual rate, full annual premium shall be considered earned and  
39 immediately due and payable in the event of Total Loss of the Vessel.

**RETURNS OF PREMIUM**

40 Premium returnable as follows:  
41 ~~Pro rate daily net in the event of termination under the Change of Ownership clause;~~  
42 ~~Pro rate monthly net for each uncommenced month if it be mutually agreed to cancel this Policy;~~  
43 ~~For each period of 30 consecutive days the vessel may be laid up in port for account of the Assured;~~  
44 ~~cents per cent, net not under repair, or~~  
45 ~~cents per cent, net under repair;~~  
46 provided always that:

PROPOSAL NO.	* INVITATION FOR BID	* DATE	* PAGE
B-146	* <i>SCHEDULE D</i> * <i>POLICY FORMS &amp;</i> * <i>ENDORSEMENTS</i>	March 4, 2009	76 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *			

47 ~~(a) a Total Loss of the Vessel has not occurred during the currency of this Policy;~~  
48 ~~(b) in no case shall a return for lay-up be allowed when the Vessel is lying in exposed or unprotected waters or in any~~  
49 ~~location not approved by the Underwriters;~~  
50 ~~(c) in the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly;~~  
51 ~~(d) in no case shall a return be allowed when the Vessel is used as a storage ship or for lightering purposes;~~  
52 ~~If the Vessel is laid up for a period of 30 consecutive days, a part only of which attaches under this Policy, the Underwriters shall pay such~~  
53 ~~proportion of the return due in respect of a full period of 30 days as the number of days attaching hereto bears to 30. Should the lay-up period exceed~~  
54 ~~30 consecutive days, the Assured shall have the option to elect the period of 30 consecutive days for which a return is recoverable.~~

#### NON-PAYMENT OF PREMIUM

55 In event of non-payment of premium 30 days after attachment, or of any additional premium when due, this Policy may be cancelled by the Under  
56 writers upon 10 days written or telegraphic notice sent to the Assured at this last known address or in care of the broker who negotiated this Policy.  
57 Such proportion of the premium, however, as shall have been earned up to the time of cancellation shall be payable. In the event of Total Loss of  
58 the Vessel occurring prior to any cancellation or termination of this Policy full annual premium shall be considered earned.

#### ADVENTURE

59 Beginning the adventure upon the Vessel, as above, and so shall continue and endure during the period aforesaid, as employment may offer, in port  
60 or at sea, in docks and graving docks, and on ways, gridirons and pontoons, at all times, in all places, and on all occasions, services and trades; with  
61 leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but the Vessel may not be towed,  
62 except as is customary or when in need of assistance, nor shall the Vessel render assistance or undertake towage or salvage services under contract  
63 previously arranged by the Assured, the Owners, the Managers or the Charterers of the Vessel, nor shall the Vessel, in the course of trading operations,  
64 engage in loading or discharging cargo at sea, from or into another vessel other than a barge, lighter or similar craft used principally in harbors or  
65 inland waters. The phrase "engage in loading or discharging cargo at sea" shall include while approaching, leaving or alongside, or while another  
66 vessel is approaching, leaving or alongside the Vessel.

67 The Vessel is held covered in case of any breach of conditions as to cargo, trade, locality, towage or salvage activities, or date of sailing, or loading  
68 or discharging cargo at sea, provided (a) notice is given to the Underwriters immediately following receipt of knowledge thereof by the Assured, and  
69 (b) any amended terms of cover and any additional premium required by the Underwriters are agreed to by the Assured.

#### PERILS

70 Touching the Adventures and Perils which the Underwriters are contented to bear and take upon themselves, they are of the Seas, Men-of-War,  
71 Fire, Lightning, Earthquake, Enemies, Pirates, Rovers, Assailing Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprisals, Taking at Sea, Arrests,  
72 Restraints and Detainments of all Kings, Princes and Peoples, of what nation, condition or quality soever, Barratry of the Master and Mariners  
73 and of all other like Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment or Damage of the Vessel, or any part thereof,  
74 excepting, how-ever, such of the foregoing perils as may be excluded by provisions elsewhere in the Policy or by endorsement thereon.

#### ADDITIONAL PERILS (INCHMAREE)

75 Subject to the conditions of this Policy, this insurance also covers loss of or damage to the Vessel directly caused by the following:  
76 Accidents in loading, discharging or handling cargo, or in bunkering;  
77 Accidents in going on or off, or while on drydocks, graving docks, way, gridirons or pontoons;  
78 Explosions on shipboard or elsewhere;  
79 Breakdown of motor generators or other electrical machinery and electrical connections thereto, bursting of boilers, breakage of shafts, or any latent  
80 defect in the machinery or hull, (excluding the cost and expense of replacing or repairing the defective part);  
81 Breakdown of or accidents to nuclear installations or reactors not on board the insured Vessel;  
82 Contact with aircraft, rockets or similar missiles, or with any land conveyance;  
83 Negligence of Charterers and/or Repairers, provided such Charterers and/or Repairers are not an Assured hereunder;  
84 Negligence of Masters, Officers, Crew or Pilots;  
85 provided such loss or damage has not resulted from want of due diligence by the Assured, the Owners or Managers of the Vessel, or any of them.  
86 Masters, Officers, Crew or Pilots are not to be considered Owners within the meaning of this clause should they hold shares in the Vessel.

#### DELIBERATE DAMAGE (POLLUTION HAZARD)

87 Subject to the conditions of this Policy, this insurance also covers loss of or damage to the Vessel directly caused by governmental authorities  
88 acting for the public welfare to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the  
89 Underwriters are liable under this Policy, provided such act of governmental authorities has not resulted from want of due diligence by the Assured, the  
90 Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Masters, Officers, Crew or Pilots are not to be considered  
91 Owners within the meaning of this clause should they hold shares in the Vessel.

#### CLAIMS (GENERAL PROVISIONS)

92 In the event of any accident or occurrence which could give rise to a claim under this Policy, prompt notice thereof shall be given to the  
93 Underwriters, and:  
94 (a) where practicable, the Underwriters shall be advised prior to survey, so that they may appoint their own surveyor, if they so desire;  
95 (b) the Underwriters shall be entitled to decide where the Vessel shall proceed for docking and/or repair (allowance to be made to the Assured for  
96 the actual additional expense of the voyage arising from compliance with Underwriters' requirement);  
97 (c) the Underwriters shall have the right to veto in connection with any repair firm proposed;  
98 (d) the Underwriters may take tenders, or may require in writing that tenders be taken for the repair of the Vessel, in which event, upon  
99 acceptance of a tender with the approval of the Underwriters, an allowance shall be made at the rate of 30 per cent, per annum on the  
100 amount insured, for each day or pro rata for part of a day, for time lost between the issuance of invitations to tender and the acceptance of  
101 a tender, to the extent that such time is lost solely as the result of tenders having been taken and provided the tender is accepted without delay  
102 after receipt of the Underwriters' approval.  
103 Due credit shall be given against the allowances in (b) and (d) above for any amount recovered:  
104 (1) in respect of fuel, stores, and wages and maintenance of the Master, Officers or Crew allowed in General and Particular Average;  
105 (2) from third parties in respect of damages for detention and/or loss of profit and/or running expenses;  
106 for the period covered by the allowances or any part thereof.  
107 No claim shall be allowed in Particular Average for wages and maintenance of the Master, Officers or Crew, except when incurred solely for the  
108 necessary removal of the Vessel from one port to another for average repairs or for trial trips to test average repairs, in which cases wages and  
109 maintenance will be allowed only while the Vessel is under way. This exclusion shall not apply to overtime or similar extraordinary payments to the  
110 Master, Officers or Crew incurred in shifting the Vessel for tank cleaning or repairs or while specifically engaged in these activities, either in port or at sea.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	77 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

111 General and Particular Average shall be payable without deduction, new for old.  
112 The expense of sighting the bottom after stranding shall be paid, if reasonably incurred especially for that purpose, even if no damage be found.  
113 No claim shall in any case be allowed in respect of scraping or painting the Vessel's bottom.  
114 In the event of loss or damage to equipment or apparatus not owned by the Assured but installed for use on board the Vessel and for which the  
115 Assured has assumed responsibility, claim shall not exceed (1) the amount the Underwriters would pay if the Assured were owner of such equipment or  
116 apparatus, or (2) the contractual responsibility assumed by the Assured to the owners or lessors thereof, whichever shall be less.  
117 No claim for unrepaired damages shall be allowed, except to the extent that the aggregate damage caused by perils insured against during the period  
118 of the Policy and left unrepaired at the expiration of the Policy shall be demonstrated by the Assured to have diminished the actual market value of the  
119 Vessel on that date if undamaged by such perils.

**GENERAL AVERAGE AND SALVAGE**

120 General Average and Salvage shall be payable as provided in the contract of affreightment, or failing such provision or there be no contract of  
121 affreightment, payable at the Assured's election either in accordance with York-Antwerp Rules 1950 or 1974 or with the Laws and Usages of the Port  
122 of New York. Provided always that when an adjustment according to the laws and usages of the port of destination is properly demanded by the owners  
123 of the cargo, General Average shall be paid accordingly.  
124 In the event of salvage, towage or other assistance being rendered to the Vessel by any vessel belonging in part or in whole to the same Owners or  
125 Charterers, the value of such services (without regard to the common ownership or control of the vessels) shall be ascertained by arbitration in the manner  
126 provided for under the Collision Liability clause in this Policy, and the amount so awarded so far as applicable to the interest hereby insured shall  
127 constitute a charge under this Policy.  
128 When the contributory value of the Vessel is greater than the Agreed Value herein, the liability of the Underwriters for General Average contribution  
129 (except in respect to amounts made good to the Vessel), or Salvage, shall not exceed that proportion of the total contribution due from the Vessel which  
130 the amount insured hereunder bears to the contributory value, and if, because of damage for which the Underwriters are liable as Particular Average,  
131 the value of the Vessel has been reduced for the purpose of contribution, the amount of such Particular Average damage recoverable under this  
132 Policy shall first be deducted from the amount insured hereunder, and the Underwriters shall then be liable only for the proportion which such  
133 net amount bears to the contributory value.

**TOTAL LOSS**

134 In ascertaining whether the Vessel is a constructive Total Loss the Agreed Value shall be taken as the repaired value and nothing in respect of the  
135 damaged or break-up value of the Vessel or wreck shall be taken into account.  
136 There shall be no recovery for a constructive Total Loss hereunder unless the expense of recovering and repairing the Vessel would exceed the  
137 Agreed Value. In making this determination, only expenses incurred or to be incurred by reason of a single accident or a sequence of damages arising  
138 from the same accident shall be taken into account, but expenses incurred prior to tender of abandonment shall not be considered if such are to  
139 be claimed separately under the Sue and Labor clause.  
140 In the event of Total Loss (actual or constructive), no claim to be made by the Underwriters for freight, whether notice of abandonment has been  
141 given or not.  
142 In no case shall the Underwriters be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the period cover  
143 by this Policy.

**SUE AND LABOR**

144 And in case of any Loss or Misfortune, it shall be lawful and necessary for the Assured, their Factors, Servants and Assigns, to sue, labor and travel  
145 for, in, and about the defense, safeguard and recovery of the Vessel, or any part thereof, without prejudice to this Insurance, to the charges whereof  
146 the Underwriters will contribute their proportion as provided below. And it is expressly declared and agreed that no acts of the Underwriters or Assured  
147 in recovering, saving and preserving the Vessel shall be considered as a waiver or acceptance of abandonment.  
148 In the event of expenditure under the Sue and Labor clause, the Underwriters shall pay the proportion of such expenses that the amount insured  
149 hereunder bears to the Agreed Value, and that the amount insured hereunder (less loss and/or damage payable under this Policy) bears to the actual  
150 value of the salvaged property, whichever proportion shall be less; provided always that their liability for such expenses shall not exceed their  
151 proportionate part of the Agreed Value.  
152 If claim for Total Loss is admitted under this Policy and sue and labor expenses have been reasonably incurred in excess of any proceeds realized  
153 or value recovered, the amount payable under this Policy will be the proportion of such excess that the amount insured hereunder (without  
154 deduction for loss or damage) bears to the Agreed Value or to the sound value of the Vessel at the time of the accident, whichever value was  
155 greater, provided always that Underwriters' liability for such expenses shall not exceed their proportionate part of the Agreed Value. The foregoing  
156 shall also apply to expenses reasonably incurred in salvaging or attempting to salvage the Vessel and other property to the extent that such expenses shall  
157 be regarded as having been incurred in respect of the Vessel.

**COLLISION LIABILITY**

158 And it is further agreed that:  
159 a) if the Vessel shall come into collision with any other ship or vessel, and the Assured or the Surety in consequence of the Vessel being at fault  
160 shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, the  
161 Underwriters will pay the Assured or the Surety, whichever shall have paid, such proportion of such sum or sums so paid as their respective  
162 subscriptions hereto bear to the Agreed Value, provided always that their liability in respect to any one such collision shall not exceed their  
163 proportionate part of the Agreed Value;  
164 (b) in cases where, with the consent in writing of a majority (in amount) of Hull Underwriters, the liability of the Vessel has been contested, or  
165 proceedings have been taken to limit liability, the Underwriters will also pay a like proportion of the costs which the Assured shall thereby  
166 incur or be compelled to pay.  
167 When both vessels are to blame, then, unless the liability of the owners or charterers of one or both such vessels becomes limited by law, claims  
168 under the Collision Liability clause shall be settled on the principle of Cross-Liabilities as if the owners or charterers of each vessel had been compelled  
169 to pay to the owners or charterers of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed  
170 in ascertaining the balance or sum payable by or to the Assured in consequence of such collision.  
171 The principles involved in this clause shall apply to the case where both vessels are the property, in part or in whole, of the same owners or  
172 charterers, all questions of responsibility and amount of liability as between the two vessels being left to the decision of a single Arbitrator, if the  
173 parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the Assured and one to be  
174 appointed by the majority (in amount) of Hull Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon  
175 the reference, and the decision of such single Arbitrator, or of any two of such three Arbitrators, appointed as above, to be final and binding.  
176 Provided always that this clause shall in no case extend to any sum which the Assured or the Surety may become liable to pay or shall pay in  
177 consequence of, or with respect to:  
178 (a) removal or disposal of obstructions, wrecks or their cargoes under statutory powers or otherwise pursuant to law;  
179 (b) injury to real or personal property of every description;  
180 (c) the discharge, spillage, emission or leakage of oil, petroleum products, chemicals or other substances of any kind or description whatsoever;  
181 (d) cargo or other property or the engagements of the Vessel;  
182 (e) loss of life, personal injury or illness.  
183 Provided further that exclusion (b) and (c) above shall not apply to injury to other vessels or property thereon except to the extent that such injury  
184 arises out of any action taken to avoid, minimize or remove any discharge, spillage, emission or leakage described in (c) above.

#### PILOTAGE AND TOWAGE

185 This insurance shall not be prejudiced by reason of any contract limiting in whole or in part the liability of pilots, tugs, towboats, or their owners  
186 when the Assured or the agent of the Assured accepts such contract in accordance with established local practice.  
187 Where in accordance with such practice, pilotage or towage services are provided under contract requiring the Assured or the agent of the Assured:  
188 (a) to assume liability for damage resulting from collision of the Vessel insured with any other ship or vessel, including the towing vessel, or  
189 (b) to indemnify those providing the pilotage or towage services against loss or liability for any such damages,  
190 it is agreed that amount paid by the Assured or Surety pursuant to such assumed obligations shall be deemed payments "by way of damages to any other  
191 person or persons" and to have been paid "in consequence of the Vessel being at fault" within the meaning of the Collision Liability clause in this  
192 Policy to the extent that such payments would have been covered if the Vessel had been legally responsible in the absence of any agreement. Provided  
193 always that in no event shall the aggregate amount of liability of the Underwriters under the Collision Liability clause, including this clause, be  
194 greater than the amount of any statutory limitation of liability to which owners are entitled or would be entitled if liability under any contractual obligation  
195 referred to in this clause were included among the liabilities subject to such statutory limitations.

#### CHANGE OF OWNERSHIP

196 In the event of any change, voluntary or otherwise, in the ownership or flag of the Vessel, or if the Vessel be placed under new management, or  
197 be chartered on a bareboat basis or requisitioned on that basis, or if the Classification Society of the Vessel or her class therein be changed, cancelled  
198 or withdrawn, then, unless the Underwriters agree thereto in writing, this Policy shall automatically terminate at the time of such change of ownership, flag,  
199 management, charter, requisition or classification; provided, however, that:  
200 (a) if the Vessel has cargo on board and has already sailed from her loading port, or is at sea in ballast, such automatic termination shall, if  
201 required, be deferred until arrival at final port of discharge if with cargo, or at port of destination if in ballast;  
202 (b) in the event of any involuntary temporary transfer by requisition or otherwise, without the prior execution of a written agreement by the  
203 Assured, such automatic termination shall occur fifteen days after such transfer.  
204 This insurance shall not inure to the benefit of any transferee or charterer of the Vessel and, if a loss payable hereunder should occur between  
205 the time of change or transfer and any deferred automatic termination, the Underwriters shall be subrogated to all of the rights of the Assured against  
206 the transferee or charterer in respect of all or part of such loss as is recoverable from the transferee or charterer, and in the proportion which the  
207 amount insured hereunder bears to the Agreed Value.  
208 The term "new management" as used above refers only to the transfer of the management of the Vessel from one firm or corporation to another,  
209 and it shall not apply to any internal changes within the offices of the Assured.

#### ADDITIONAL INSURANCES

210 It is a condition of this Policy that no additional insurance against the risk of Total Loss of the Vessel shall be effected to operate during the currency  
211 of this Policy by or for account of the Assured, Owners, Managers, Operators or Mortgagees except on the interests and up to the amounts enumerated  
212 in the following Sections (a) to (g), inclusive, and no such insurance shall be subject to P.P.I., F.I.A. or other like term on any interest whatever  
213 excepting those enumerated in Section (a); provided always and notwithstanding the limitation on recovery in the Assured clause a breach of this condition  
214 shall not afford the Underwriters any defense to a claim by a Mortgagee who has accepted this Policy without knowledge of such breach:  
215 (a) DISBURSEMENTS, MANAGERS' COMMISSIONS, PROFITS OR EXCESS OR INCREASED VALUE OF HULL AND MACHINERY, AND/OR SIMILAR  
216 INTERESTS HOWEVER DESCRIBED, AND FREIGHT (INCLUDING CHARTERED FREIGHT OR ANTICIPATED FREIGHT) INSURED FOR TIME.  
217 An amount not exceeding in the aggregate 25% of the Agreed Value.  
218 (b) FREIGHT OR HIRE, UNDER CONTRACTS FOR VOYAGE. An amount not exceeding the gross freight or hire for the current cargo passage and next  
219 succeeding cargo passage (such insurance to include, if required, a preliminary and an intermediate ballast passage) plus the charges of  
220 insurance. In the case of a voyage charter where payment is made on a time basis, the amount shall be calculated on the estimated  
221 duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any amount permitted under this Section shall  
222 be reduced as the freight or hire is earned, by the gross amount so earned. Any freight or hire to be earned under the form of Charters described  
223 in (d) below shall not be permitted under this Section (b) if any part thereof is insured as permitted under said Section (d).  
224 (c) ANTICIPATED FREIGHT IF THE VESSEL SAILS IN BALLAST AND NOT UNDER CHARTER. An amount not exceeding the anticipated gross freight  
225 on next cargo passage, such amount to be reasonably estimated on the basis of current rate of freight at time of insurance, plus the charges  
226 of insurance. Provided, however, that no insurance shall be permitted by this Section if any insurance is effected as permitted under Section (b).  
227 (d) TIME CHARTER HIRE OR CHARTER HIRE FOR SERIES OF VOYAGES. An amount not exceeding 50% of the gross hire which is to be earned under  
228 the charter in a period not exceeding 18 months. Any amount permitted under this Section shall be reduced as the hire is earned under the charter  
229 by 50% of the gross amount so earned but, where the charter is for a period not exceeding 18 months, the amount insured need not be reduced  
230 while it does not exceed 50% of the gross hire still to be earned under the charter. An insurance permitted by this Section may begin on the  
231 signing of the charter.  
232 (e) PREMIUMS. Any amount not exceeding the actual premiums of all interest insured for a period not exceeding 12 months (excluding premiums  
233 insured as permitted under the foregoing Sections be including, if required, the premium or estimated calls on any Protection and Indemnity  
234 or War Risks and Strikes insurance) reducing pro rata monthly.  
235 (f) RETURNS OF PREMIUM. An amount not exceeding the actual returns which are recoverable subject to "an arrival" or equivalent provision under  
236 any policy of insurance.  
237 (g) INSURANCE IRRESPECTIVE OF AMOUNT AGAINST:--Risks excluded by War, Strikes and Related Exclusions clause; risks enumerated in the  
238 American Institute War Risks and Strikes Clauses; and General Average and Salvage Disbursements.

#### WAR STRIKES AND RELATED EXCLUSIONS

239 The following conditions shall be paramount and shall supersede and nullify any contrary provisions of the Policy.  
240 This Policy does not cover any loss, damage or expense caused by, resulting from, or incurred as a consequence of:  
241 (a) Capture, seizure, arrest, restraint or detention, or any attempt thereat; or  
242 (b) Any taking of the Vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; or  
243 (c) Any mine, bomb or torpedo not carried as cargo on board the Vessel; or  
244 (d) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or  
245 (e) Civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy; or  
246 (f) Strikes, lockouts, political or labor disturbances, civil commotions, riots, martial law, military or usurped power; or  
247 (g) Malicious acts or vandalism, unless committed by the Master or Mariners and not excluded elsewhere under this War Strikes and Related Exclusions  
248 clause; or  
249 (h) Hostilities or warlike operations (whether there be a declaration of war or not) but this subparagraph (h) not to exclude collision or contact with  
250 aircraft, rockets or similar missiles, or with any fixed or floating object, or stranding, heavy weather, fire or explosion unless caused directly  
251 by a hostile act by or against a belligerent power which act is independent of the nature of the voyage or service which the Vessel concerned  
252 or, in the case of a collision, any other vessel involved therein, is performing. As used here, "power" includes any authority maintaining, naval,  
253 military or air forces in association with a power.  
254 If war risks or other risks excluded by this clause are hereafter insured by endorsement on this Policy, such endorsement shall supersede the above  
255 conditions only to the extent that the terms of such endorsement are inconsistent therewith and only while such endorsement remains in force.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	79 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**American Institute**  
TUG FORM  
(August 1, 1976)

53R-1

- WITH RESPECT TO TOWING VESSELS -

To be attached to and form a part of Policy No. GCM 08542  
of the Subscribing Underwriters

The terms and conditions of the following clauses are to be regarded as substituted for those of the policy form to which they are attached, the latter being hereby waived, except provisions required by law to be inserted in the Policy. All captions are inserted only for purposes of reference and shall not be used to interpret the clauses to which they apply.

**ASSURED**

This Policy insures STATE OF LOUISIANA hereinafter referred to as the Assured.

If claim is made under this Policy by anyone other than the Owner of the Vessel, such person shall not be entitled to recover to a greater extent than would the Owner, had claim been made by the Owner as an Assured named in this Policy.

Underwriters waive any right of subrogation against affiliated, subsidiary or interrelated companies of the Assured, provided that such waiver shall not apply in the event of a collision between the Vessel and any vessel owned, demise chartered or otherwise controlled by any of the aforesaid companies, or with respect to any loss, damage or expense against which such companies are insured.

**LOSS PAYEE**

Loss, if any, (excepting claims required to be paid to others under the Collision and Tower's Liability Clause), payable to Assured or order.

**VESSEL**

The Subject Matter of insurance is the Vessel called the As Per Schedule or by whatsoever name or names the said Vessel is or shall be called, which for purposes of this insurance shall consist of and be limited to her hull, launches, lifeboats, rafts, furniture, bunkers, stores, supplies, tackle, fittings, equipment, apparatus, machinery, boilers, refrigerating machinery, insulation, motor generators or other electrical machinery.

In the event any equipment or apparatus not owned by the Assured is installed for use on board the Vessel and the Assured has assumed responsibility therefor, it shall also be considered part of the Subject Matter and the aggregate value thereof shall be included in the Agreed Value.

In the event that more than one vessel is insured by this Policy, all of these clauses shall apply as though a separate policy had been issued with respect to each vessel.

**TRADING WARRANTY**

Warranted that the Vessel shall be confined to As Per Attached

Any breach of the Trading Warranty specified in this Policy shall result in a suspension thereof, provided, however, that on the return of the Vessel in a seaworthy condition to within the limit stated in the said Trading Warranty this Policy shall re-attach and continue in full force and effect but in no event beyond the normal expiry thereof.

**DURATION OF RISK**

From the 1st day of July 20 08, Noon, Central Standard time to the 1st day of July 20 09, Noon, Central Standard time.

Should the Vessel at the expiration of this Policy be at sea, or in distress, or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

In the event of payment by the Underwriters for Total Loss of the Vessel this Policy shall thereupon automatically terminate.

**AGREED VALUE**

The Vessel, for so much as concerns the Assured, by agreement between the Assured and the Underwriters in this Policy, is and shall be valued at As Per Schedule Dollars.

**AMOUNT INSURED HEREUNDER**

As Per Schedule Dollars.

**PREMIUM**

The Underwriters to be paid in consideration of this insurance As Agreed Dollars being at the annual rate of As Agreed per cent, which premium shall be due on attachment.

**DEDUCTIBLE**

Notwithstanding anything in this Policy to the contrary, there shall be deducted from the aggregate of all claims (including claims under the Sue and Labor clause and claims under the Collision Liability clause) arising out of each separate accident, the sum of \$ Per Schedule

, unless the accident results in a Total Loss of the Vessel in which case this clause shall not apply to the claim for the Total Loss of the Vessel and to claims under the Sue and Labor clause. A recovery from other interests, however, shall not operate to exclude claims under this Policy provided the aggregate of such claims arising out of one separate accident if unreduced by such recovery exceeds that sum. For the purpose of this clause each accident shall be treated separately, but it agreed that (a) a sequence of damages arising from the same accident shall be treated as due to that accident and (b) all heavy weather damage which occurs during a single sea passage between two successive ports shall be treated as though due to one accident.

**RETURNS OF PREMIUM**

Premium returnable as follows:  
Pro-rata-daily-net in the event of termination under the Change of Ownership clause;  
Pro-rata-daily-if this Policy be cancelled by the Underwriters;  
short-rate-will-be-charged-if this Policy be cancelled by the Assured;  
\_\_\_\_\_cents-per-cent, for each period of 30 consecutive days the Vessel may be laid up in port not under repair.

48 provided always that:  
49 ~~(a) from all return premiums the same percentage of deduction (if any) shall be made as was allowed by the Underwriters on receipt of the~~  
50 ~~original premium;~~  
51 ~~(b) a Total loss of the vessel has not occurred during the currency of this Policy;~~  
52 ~~(c) in no case shall a return for lay-up be allowed when the Vessel is lying in exposed or unprotected waters or in any location not approved by~~  
53 ~~the Underwriters;~~  
54 ~~(d) in the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly.~~  
55 ~~If the Vessel is laid up for a period of 30 consecutive days, a part only of which attaches under this Policy, the Underwriters shall pay such pro-~~  
56 ~~portion of the return due in respect of a full period of 30 days as the number of days attaching hereto bears to 30. Should the lay-up period exceed 30~~  
57 ~~consecutive days, the Assured shall have the option to elect the period of 30 consecutive days for which a return is recoverable.~~

#### CANCELLATION

58 This policy may be cancelled either by the Underwriters or by the Assured giving a 15 days' written or telegraphic notice to the other. Underwriters'  
59 notice may be sent to the Assured's last known address or in care of the Broker who negotiated this Policy. In the event of Total loss of the Vessel  
60 occurring prior to any cancellation or termination of this Policy, full annual premium shall be considered earned.

#### ADVENTURE

61 Beginning the adventure upon the Vessel, as above, and so shall continue and endure during the period aforesaid, subject to all the terms, conditions  
62 and warranties of this Policy, as employment may offer, in port or at sea, in docks and graving docks, and on ways, gridirons and pontoons, at all times,  
63 in all places, and on all occasions.

#### PERILS

64 Touching the Adventures and Perils which the Underwriters are contented to bear and take upon themselves, they are of the Seas, Waters named  
65 herein, Fire, Lightning, Earthquake, Assaulting Thieves, Jettisons, Barratry of the Master and Mariners and all other like Perils that shall come to the Hurt,  
66 Detriment or Damage of the Vessel.

#### ADDITIONAL PERILS (INCHMAREE)

67 Subject to the conditions of this Policy, this insurance also covers loss of or damage to the Vessel directly caused by the following:  
68 Accidents in loading, discharging or handling cargo, or in bunkering;  
69 Accidents in going on or off, or while on drydocks, graving docks, way, gridirons or pontoons;  
70 Explosions on shipboard or elsewhere;  
71 Breakdown of motor generators or other electrical machinery and electrical connections thereto, bursting of boilers, breakage of shafts, or any  
72 latent defect in the machinery or hull, (excluding the cost and expense of replacing or repairing the defective part);  
73 Breakdown of or accidents to nuclear installations or reactors not on board the insured Vessel;  
74 Contact with aircraft, rockets or similar missiles, or with any land conveyance;  
75 Negligence of Charterers and/or Repairers, provided such Charterers and/or Repairers are not an Assured hereunder;  
76 Negligence of Masters, Officers, Crew or Pilots;  
77 provided such loss or damage has not resulted from want of due diligence by the Assured, the Owners or Managers of the Vessel, or any of them.

#### COLLISION AND TOWER'S LIABILITY

78 And it is further agreed that:  
79 (a) if the Vessel hereby insured shall come into collision with any other vessel, craft or structure, floating or otherwise (including her tow); or shall  
80 strand her tow or shall cause her tow to come into collision with any other vessel, craft or structure, floating or otherwise, or shall cause any  
81 other loss or damage to her tow or to the freight thereof or to the property on board, and the Assured, or the Surety, in consequence of the  
82 insured Vessel being at fault, shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums,  
83 we, the Underwriters, will pay the Assured or the Surety, whichever shall have paid, such proportion of such sum or sums so paid as our  
84 subscriptions hereto bear to the value of the Vessel hereby insured, provided always that our liability in respect of any one such casualty shall  
85 not exceed our proportionate part of the value of the Vessel hereby insured;  
86 (b) in cases where the liability of the Vessel has been contested or proceedings have been taken to limit liability with the consent in writing, of a  
87 majority (in amount) of the Underwriters on the hull and machinery, we will also pay a like proportion of the costs which the Assured shall,  
88 thereby incur or be compelled to pay.  
89 When both vessels are to blame, then, unless the liability of the Owners of one or both of such vessels becomes limited by law, claims under the  
90 Collision and Tower's Liability clause shall be settled on the principle of Cross-Liabilities, as if the Owners of each vessel had been compelled to pay  
91 to the Owners of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining  
92 the balance or sum payable by or to the Assured in consequence of such casualty.  
93 It is hereby further agreed that the principles involved in this clause shall apply to the case where two or more of the vessels involved are the  
94 property, in part or in whole, of the same Assured, all questions of responsibility and amount of liability as between such Vessels being left to the  
95 decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be  
96 appointed by the Assured and one to be appointed by a majority (in amount) of the Underwriters on hull and machinery; the two Arbitrators so chosen  
97 to choose a third Arbitrator before entering upon the reference, and the decision of such single Arbitrator, or of any two of such three  
98 Arbitrators, appointed as above, to be final and binding.  
99 Provided always that this Collision and Tower's Liability clause shall in no case extend to any sum which the Assured or the Surety may become  
100 liable to pay, or shall pay:  
101 I. for loss, damage or expense to vessel(s) in tow owned (other than vessel(s) bareboat chartered, managed or operated  
102 by the Assured and/or its affiliated and/or subsidiary companies and/or corporations, and to cargo, owned by the Assured and/or it affiliated and/or  
103 subsidiary companies and/or corporations, on board vessel(s) in tow of the Vessel hereby insured; or  
104 II. in consequence of, with respect to, or arising out of:  
105 (a) removal or disposal of obstructions, wrecks or their cargoes under statutory powers or otherwise pursuant to law;  
106 (b) cargo, baggage or engagements of the insured Vessel;  
107 (c) loss of life, personal injury or illness;  
108 (d) the discharge, spillage, emission or leakage of oil, petroleum products, chemicals or other substances of any kind or description whatsoever.  
109 Provided, further that Exclusion II(d) shall not apply to actual physical loss of or damage to such substances (if liability therefore is otherwise covered  
110 under the attached Policy) except to the extent that such loss or damage arises out of any action taken to avoid, minimize or remove any discharge,  
111 spillage, emission or leakage described in Exclusion II(d).

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS &	*	March 4, 2009	*	81 of 113
		ENDORSEMENTS				
		* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *				

**GENERAL AVERAGE AND SALVAGE**

112 General Average and Salvage shall be payable in accordance with the laws and usages of the port of New York, but excluding wages, provisions,  
113 fuel and engine stores during detention however caused.  
114 And it is further agreed that in the event of salvage, towage or other assistance being rendered to the Vessel hereby insured by any vessel belonging  
115 in part or in whole to the same owners or charterers, the value of such services (without regard to the common ownership or control of the vessels) shall  
116 be ascertained by arbitration in the manner above provided for under the Collision and Tower's Liability clause, and the amount so awarded so far as  
117 applicable to the interest hereby insured shall constitute a charge under this Policy.  
118 When the contributory value of the Vessel is greater than the Agreed Value herein, the liability of the Underwriters for General Average  
119 contribution (except in respect to amounts made good to the Vessel), or Salvage, shall not exceed that proportion of the total contribution due from the  
120 Vessel which the amount insured hereunder bears to the contributory value; and if, because of damage for which the Underwriters are liable as  
121 Particular Average, the value of the Vessel has been reduced for the purpose of contribution, the amount of such Particular Average damage  
122 recoverable under this Policy shall first be deducted from the amount insured hereunder, and the Underwriters shall then be liable only for the  
123 proportion which such net amount bears to the contributory value.

**SUE AND LABOR**

124 And in case of any Loss or Misfortune, it shall be lawful and necessary for the Assured, their Factors, Servants and Assigns, to sue, labor and travel  
125 for, in, and about the defense, safeguard and recovery of the Vessel, or any part thereof, without prejudice to this insurance, to the charges whereof  
126 the Underwriters will contribute their proportion as provided below. And it is expressly declared and agreed that no acts of the Underwriters or Assured  
127 in recovering, saving and preserving the Vessel shall be considered as a waiver or acceptance of abandonment.  
128 In the event of expenditure under the Sue and Labor clause, the Underwriters shall pay the proportion of such expenses that the amount insured  
129 hereunder bears to the Agreed Value, and that the amount insured hereunder (less loss and/or damage payable under this Policy) bears to the actual  
130 value of the salvaged property, whichever proportion shall be less; provided always that their liability for such expenses shall not exceed their  
131 proportionate part of the Agreed Value.  
132 If claim for Total Loss is admitted under this Policy and sue and labor expenses have been reasonably incurred in excess of any proceeds  
133 realized or value recovered, the amount payable under this Policy will be the proportion of such excess that the amount insured hereunder (without  
134 deduction for loss or damage) bears to the Agreed Value or to the sound value of the Vessel at the time of the accident, whichever value was greater;  
135 provided always that Underwriters' liability for such expenses shall not exceed their proportionate part of the Agreed Value. The foregoing shall also  
136 apply to expenses reasonably incurred in salving or attempting to save the Vessel and other property to the extent that such expenses shall be regarded  
137 as having been incurred in respect of the Vessel.

**SEAWORTHINESS**

138 The Underwriters shall not be liable for any loss, damage or expense arising out of the failure of the Assured to exercise due diligence to  
139 maintain the Vessel in a seaworthy condition after attachment of this Policy; the foregoing, however, not to be deemed a waiver of any warranty of  
140 seaworthiness implied at law.

**WATCHMAN**

141 It is agreed that when this Vessel is tied up or moored, it shall be at all times in charge of a watchman in the employ of the Assured, whose duty  
142 it shall be to make careful examination of the Vessel throughout at reasonable intervals, including inspection of the bilges.

**CHANGE OF OWNERSHIP**

143 In the event of any change, voluntary or otherwise, in the ownership or flag of the Vessel, or if the Vessel be placed under new management, or  
144 be chartered on a bareboat basis or requisitioned on that basis, or if the Classification Society of the Vessel or her class therein be changed,  
145 cancelled or withdrawn, then, unless the Underwriters agree thereto in writing, this Policy shall automatically terminate at the time of such change of  
146 ownership, flag, management, charter, requisition or classification; provided, however, that in the event of an involuntary temporary transfer by  
147 requisition or otherwise, without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days  
148 after such transfer. This insurance shall not insure to the benefit of any transferee or charterer of the Vessel and, if a loss payable hereunder  
149 should occur between the time of change or transfer any deferred automatic termination, the Underwriters shall be subrogated to all of the rights of  
150 the Assured against the transferee or charterer in respect of all or part of such loss as is recoverable from the transferee or charterer, and in  
151 the proportion which the amount insured hereunder bears to the Agreed Value.  
152 The term "new management" as used above refers only to the transfer of the management of the Vessel from one firm or corporation to another,  
153 and it shall not apply to any internal changes within the offices of the Assured.

**ADDITIONAL INSURANCES**

154 It is a condition of this Policy that there shall be no other insurance against physical loss of or damage to the Vessel for or on account of the Assured  
155 except that the Assured may, without prejudice to this insurance, insure:  
156 (a) War, Strikes and related risks not covered by this Policy;  
157 (b) Risks identical to those covered by this Policy for the difference in amount, if any, between the "AMOUNT INSURED HEREUNDER" and the  
158 "AGREED VALUE"  
159 provided that any breach of the above condition shall not afford the Underwriters any defense to a claim by a mortgagee who has accepted this Policy  
160 without knowledge of such breach.

**CLAIMS (GENERAL PROVISIONS)**

161 In the event of any accident or occurrence which could give rise to a claim under this Policy, prompt notice thereof shall be given to  
162 the Underwriters, and:  
163 (a) where practicable, the Underwriters shall be advised prior to survey, so that they may appoint their own surveyor, if they so desire;  
164 (b) the Underwriters shall be entitled to decide where the Vessel shall proceed for docking and/or repair (allowance to be made to the Assured for  
165 the actual additional expense of the voyage arising from compliance with Underwriters' requirement);  
166 (c) the Underwriters shall have the right to veto in connection with any repair firm proposed;  
167 (d) the Underwriters may take tenders or require tenders to be taken for the repair of the Vessel, in which event, upon acceptance of a tender with  
168 the approval of the Underwriters, an allowance shall be made at the rate of 30 per cent, per annum on the amount insured, for each day  
169 or pro rata for part of a day, for time lost between the insurance of invitations to tender and the acceptance of a tender, to the  
170 extent that such time is lost solely as the result of tenders having been taken and provided the tender is accepted without delay  
171 after receipt of the Underwriters' approval.  
172 Due credit shall be given against the allowances in (b) and (d) above for any amount recovered:  
173 (1) in respect of fuel, stores, and wages and maintenance of the Master, Officers or Crew allowed in General and Particular Average;  
174 (2) from third parties in respect of damages for detention and/or loss of profit and/or running expenses; for the period covered by the allowances  
175 or any parts thereof.  
176 No claim shall be allowed in Particular Average for wages and maintenance of the Master, Officers or Crew, except when incurred solely for the  
177 necessary removal of the Vessel from one port to another for average repairs or for trial trips to test average repairs, in which cases wages and  
178 maintenance will be allowed only while the Vessel is under way.  
179 General and Particular Average shall be payable without deduction, new for old.  
180 The expense of sighting the bottom after stranding shall be paid, if reasonably incurred especially for that purpose, even if no damage be found.  
181 No claim shall in any case be allowed in respect of scraping or painting the Vessel's bottom.

182 In the event of loss or damage to equipment or apparatus not owned by the Assured but installed for use on board the Vessel and for which the  
183 Assured has assumed responsibility, claim shall not exceed (1) the amount the Underwriters would pay if the Assured were owner of such equipment  
184 or apparatus, or (2) the contractual responsibility assumed by the Assured to the owners or lessors thereof, whichever shall be less.  
185 No claim for unrepaired damages shall be allowed, except to the extent that the aggregate damage caused by perils insured against during the period  
186 of the Policy and left unrepaired at the expiration of the Policy shall be demonstrated by the Assured to have diminished the actual market value of the  
187 Vessel on that date if undamaged by such perils.

#### TOTAL LOSS

188 There shall be no recovery for a constructive Total Loss hereunder unless the expense of recovering and repairing the Vessel would exceed the  
189 Agreed Value. In making this determination, only expenses incurred or to be incurred by reason of a single accident or a sequence of damages arising  
190 from the same accident shall be taken into account, but expenses incurred prior to tender of abandonment shall not be considered if such are to be  
191 claimed separately under the Sue and Labor clause.

192 In ascertaining whether the Vessel is a constructive Total Loss the Agreed Value shall be taken as the repaired value and nothing in respect of the  
193 damaged or break-up value of the Vessel or wreck shall be taken into account.

194 In the event of Total Loss (actual or constructive), no claim to be made by the Underwriters for freight, whether notice of abandonment has been  
195 given or not.

196 In no case shall the Underwriters be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the period cover  
197 by this Policy.

#### SUBROGATION

198 Upon making any payment under this Policy the Underwriters shall be vested with all of the Assured's rights of recovery against any person,  
199 corporation, vessel or interest, and the Assured shall execute and deliver such instruments and papers as the Underwriters shall require and do whatever  
200 else is necessary to secure such rights at the time of payment or subsequent thereto. At the option of the Underwriters, such payment may be made  
201 by means of a loan receipt repayable only out of any recovery made by the Underwriters as aforesaid. Such loan receipt shall be in the Customary form  
202 permitting Underwriters to bring suit in the name of the Assured or the Underwriters at the latter's own cost and expense.

203 Any agreement, contract or act, past or future, express or implied, by the Assured whereby any right of recovery of the Assured against any person,  
204 corporation, vessel or interest is released, decreased, transferred or lost which would, on payment of claim by the Underwriters, belong to the  
205 Underwriters but for such agreement, contract or act shall render this Policy null and void as to the amount of any such claim, but only to the extent and  
206 to the amount that said agreement, contract or act releases, decreases, transfers, or causes the loss of any right or recovery of the Underwriters, but  
207 the Underwriters' right to retain or recover the full premium shall not be affected.

#### LITIGATION AND DEFENSE

208 The Underwriters shall have the option of naming the Attorneys who shall represent the Assured in the prosecution or defense of any litigation or  
209 negotiations between the Assured and third parties concerning any claim, loss or interest covered by this Policy, and the Underwriters shall have the  
210 direction of such litigation or negotiations. If the Assured shall fail or refuse to settle any claim as authorized by the Underwriters, the liability of the  
211 Underwriters to the Assured shall be limited to the amount for which settlement could have been made.

212 No suit, action or proceedings brought by the Assured against the Underwriters for the recovery of any claim under this Policy shall be sustainable  
213 in any court of law or equity unless the same be commenced within twelve (12) months after the Underwriters have been denied liability for payment  
214 of claim; except that in the case of a claim arising under the Collision and Tower's Liability clause, no suit or action shall be sustainable unless brought  
215 within twelve (12) months next after the Assured shall have discharged his liability. Provided, however that if by the laws of the State within which this  
216 Policy is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding be commenced within the shortest  
217 limit of time permitted by the laws of such State.

#### WAR STRIKES AND RELATED EXCLUSIONS

218 The following conditions shall be paramount and shall supersede and nullify any contrary provisions of the Policy.

219 This Policy does not cover any loss, damage or expense caused by, resulting from, or incurred as a consequence of:

- 220 (a) Capture, seizure, arrest, restraint or detention, or any attempt thereof; or
- 221 (b) Any taking of the Vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; or
- 222 (c) Any mine, bomb or torpedo not carried as cargo on board the Vessel; or
- 223 (d) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- 224 (e) Civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy; or
- 225 (f) Strikes, lockouts, political or labor disturbances, civil commotions, riots, martial law, military or usurped power, malicious acts or vandalism; or
- 226 (g) Hostilities or warlike operations (whether there be a declaration of war or not) but this subparagraph (g) not to exclude collision or contact with  
227 aircraft, rockets or similar missiles, or with any fixed or floating object, or stranding, heavy weather, fire or explosion unless caused directly by  
228 a hostile act by or against a belligerent power which act is independent of the nature of the voyage or service which the Vessel concerned or,  
229 in the case of a collision, any other vessel involved therein, is performing. As used here, "power" includes any authority maintaining, naval,  
230 military or air forces in association with a power.

231 If war risks or other risks excluded by this clause are hereafter insured by endorsement on this Policy, such endorsement shall supersede the above  
232 conditions only to the extent that the terms of such endorsement are inconsistent therewith and only while such endorsement remains in force.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>SCHEDULE D</i>	*		*	
B-146	*	<i>POLICY FORMS &amp;</i>	*	March 4, 2009	*	83 of 113
		ENDORSEMENTS				
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**Gulf Coast Marine, LLC**  
**Marine Underwriters**  
**Metairie, LA 70002**

SECTION PI

**Where the word "policy" appears herein, it shall be deemed to read "section".**

**THIS SECTION IS A SEPARATE INSURANCE BUT IS SUBJECT ALWAYS TO THE OTHER TERMS AND CONDITIONS STATED IN THIS POLICY EXCEPT FOR THE TERMS AND CONDITIONS ATTACHED TO AND FORMING PART OF SECTIONS HM, PL AND XP.**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	84 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**Gulf Coast Marine, LLC**  
**Marine Underwriters**  
**Metairie, LA 70002**

WITH RESPECT TO SECTION PI OF THIS POLICY --

LIMIT OF LIABILITY:

The Limit of Liability for each vessel insured is \$1,000,000.00 any one accident or occurrence. Liability hereunder in respect of loss, damage, costs, fees, expenses or claims arising out of or in consequence of any one occurrence is limited to the amount hereby insured. (For the purpose of this clause each occurrence shall be treated separately, but a series of claims hereunder arising from the same occurrence shall be treated as due to that occurrence.) The deductible sum(s) stated reduces the Limit of Liability of this policy.

EXCESS COLLISION LIABILITY:

With respect to vessels insured for less than \$1,000,000.00 under the Hull & Machinery section of this policy, the insurance afforded by this section is extended to include Excess Collision Liability (excess of Hull & Machinery amounts of insurance) up to \$1,000,000.00 any one accident or occurrence where applicable, all within the combined single limit of liability set forth in this section.

DEDUCTIBLE:

A self insured retention of \$1,000,000.00 any one accident or occurrence shall apply to claims covered under Paragraphs numbered 1, 2 and 3 of the Protection and Indemnity Form SP-23 (1/56) and a self insured retention of \$1,000,000.00 any one accident or occurrence shall apply to claims covered under the remaining paragraphs and clauses of the Protection and Indemnity Form SP-23 (1/56); but in no event shall the self insured retention exceed \$1,000,000.00 each accident or occurrence. The self insured retention sum(s) stated reduces the Limit of Liability of this policy.

SPECIAL CONDITIONS:

It is understood and agreed that this insurance excludes all claims in respect to crew and/or employees of the Assured for injuries, sickness, and death, when such are compensable under the Louisiana Workers' Compensation Law, LSHWA, and Maritime.

The definition of an "employee" shall include volunteer workers while acting in the service of the State of Louisiana.

It is understood the Protection & Indemnity coverage applies with respect to claims for loss of life or injury to masters or members of the crew and/or employees of the vessel including volunteer workers, while acting in the service of the State of Louisiana, subject to a self insured retention of \$1,000,000.00 for any one accident or occurrence for vessels operated by the Insured.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	85 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**Gulf Coast Marine, LLC**  
**Marine Underwriters**  
**Metairie, LA 70002**

WITH RESPECT TO SECTION PI OF THIS POLICY --

SPECIAL CONDITIONS:  
(Continued)

Protection & Indemnity Underwriters hereby note and agree to include Sierra Club as an Additional Assured in respect of 38' Playcraft Pontoon and Underwriters agree to waive their rights of subrogation against such company. In the event of cancellation of this policy, thirty (30) days Notice of Cancellation will be provided except if due to non-payment where five (5) days will be given.

Notwithstanding the fact that such parties are hereby named in their capacity as Co-Assured in this Policy, this cover will only extend insofar as they may be found liable to pay in the first instance for liabilities which are properly the responsibility of the Assured, and nothing herein contained shall be construed as extending cover in respect of any amount which would not have been recoverable hereunder by the Assured had such claim been made or enforced against him. Once indemnification hereunder has been made there shall be no further liability hereunder to make any further payment to any person or company whatsoever, including the Assured, in respect of that claim.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	86 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

HOSTILE ACTS EXCLUSION AND LIMITED BUYBACK ENDORSEMENT

This clause shall be paramount and shall override anything contained in this policy or any of its endorsements inconsistent therewith:

This insurance shall not apply to any liability for, or any loss, damage, injury or expense caused by, resulting from or incurred by reason of any one or more of the following:

- a. capture, seizure, arrest, taking, restraint, detainment, confiscation, preemption, requisition or naturalization, or the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise;
- b. hostilities or warlike operations (whether there be a declaration of war or not), but the phrase "hostilities or warlike operations (whether there be a declaration of war or not)" shall not exclude collision or contact with aircraft, rockets or similar missiles or with any fixed or floating object, stranding, heavy weather, fire or explosion unless caused directly (independently or the nature of the voyage or service which the watercraft concerned or in the case of a collision, any other vessel involved herein, is performing) by a hostile act by or against a belligerent power; for the purpose of the foregoing, power includes any authority maintaining naval, military or air forces in association with a power. In addition to the foregoing exclusions, this insurance shall not cover any loss, damage or expense to which a warlike act or the use of military or naval weapons is a contributing cause, whether or not the Insured's liability is based on negligence or otherwise, and whether in time of peace or war. The embarkation, carriage and disembarkation of troops, combatants, or material of war, or the placement of the watercraft in jeopardy an act or measure of war taken in the actual process of a military engagement, with or without the consent of the Insured, shall be considered a warlike act for the purposes of the Policy;
- c. the consequences of civil war, revolution, rebellion, insurrection, military or usurped power, the imposition of martial law, or civil strife arising therefrom, or piracy; or from any loss, damage or expense caused by or resulting directly or indirectly from the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, ideological or terrorist purposes, and whether any loss, damage or expense resulting therefrom is accidental or intentional;
- d. malicious acts or vandalism, strikes, lockouts, political or labor disturbances, civil commotions, riots, or the acts of any person or persons taking part in such occurrence or disorder.

In consideration of the premium charged, it is understood and agreed that the above exclusion shall not apply to liabilities listed below and that are listed in the "schedule of underlying insurance" and that coverage herein shall only operate as excess of such underlying coverage if also afforded therein:

- I. Protection and Indemnity including Jones Act coverage under a Maritime Employer's Liability Policy.
- II. Collision Liability and/or Tower's Liability.
- III. General Average & Salvage.
- IV. Sue and Labor.
- V. Charterer's Legal Liability including Cargo Owners Pollution Legal Liability.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	87 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

- VI. Ship Repairer's Legal Liability and any related general liability for marine operations that may be insured under an ISO Commercial General Liability policy or any other similar commercial general liability type form.
- VII. Stevedore's Legal Liability and any related general liability for marine operations that may be insured under an ISO Commercial General Liability policy or any other similar commercial general liability type form.
- VIII. Terminal Operators Legal Liability and any related general liability for marine operations that may be insured under an ISO Commercial General Liability policy or any other similar commercial general liability type form.
- IX. Wharfingers and/or Safe Berth and/or Landing Owners and any related general liability for marine operations that may be insured under an ISO Commercial General Liability policy or any other similar commercial general liability type form.
- X. Marina Operators Legal Liability and any related general liability for marine operations that may be insured under an ISO Commercial General Liability policy or any other similar commercial general liability type form.
- XI. Marine Operators Protection and Indemnity.
- XII. Vessel or Watercraft Pollution Liability.

However, paramount to anything contained in the above buyback, coverage shall not extend to liability for any loss or damage to property of others in the Care, Custody or Control of the Insured, or on the Insured's premises for any reason, while such property is ashore. The onshore property exclusion herein shall not apply to cargoes while in the care, custody or control of the insured, in the due course of transit and for a period not to exceed 60 days from receipt. Nor shall the onshore property exclusion apply to vessels of others or their equipment while at marinas, shipyards, or other marine facilities for the purpose of repair, servicing or storage.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS &	*	March 4, 2009	*	88 of 113
		ENDORSEMENTS				
		* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *				

**RESTRICTED POLLUTION COVERAGE WORDING**  
**(Reg.No. NMB013)**

This Certificate will Not indemnify the Assured against any sum(s) paid, nor insure against any liability, with respect to any loss, damage, cost, liability, expense, fine or penalty of any kind or nature whatsoever, and whether statutory or otherwise, incurred by or imposed on the Assured, directly or indirectly, in consequence of or with respect to, the actual or potential discharge, emission, spillage or leakage upon or into the seas, waters, land or air, of oil, petroleum products, chemicals or other substances of any kind or nature whatsoever.

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF US\$ (Included) THE ABOVE POLLUTION EXCLUSION CLAUSE SHALL NOT APPLY TO LIABILITY OF THE ASSURED.

1. For loss of life of, or bodily injury to, any person; or,
2. For loss, damage or expense to any cargo carried on board the insured Vessel(s);

Provided always that

- 1) such liability is insured elsewhere under the terms and conditions of this Certificate, and all other terms and conditions, including any deductible provisions, of this Certificate shall remain unchanged

and

- 2) such liability arises in consequence of the sudden and accidental discharge, emission or spillage of polluting or contaminating substances.

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Certificate excludes any loss, damage, cost, liability, expense, fine, penalty or punitive damage resulting from the U.S. Oil Pollution Act of 1990 and/or Comprehensive Environmental Response Compensation Act of 1980 and/or Federal Water Pollution Control Act and/or other similar Federal and/or State Law, Act, and/or Regulation.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	89 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**PROTECTION AND INDEMNITY**

SP-23 (Revised 1/56)

The Assurer hereby undertakes to make good to the Assured or the Assured's executors, administrators and/or successors, all such loss and/or damage and/or expense as the Assured shall as owners of the vessel named herein have become liable to pay and shall pay on account of the liabilities, risks, events and/or happenings herein set forth:

- |  |     |   |
|--|-----|---|
| <b>Loss of Life, injury and illness</b>                                    | (1) | <p>Liability for loss of life of, or personal injury to, or illness of, any person, excluding, however, unless otherwise agreed by endorsement hereon, liability under any Compensation Act to any employee of the Assured, (other than a seaman) or in case of death to his beneficiaries or others.</p> <p>Protection hereunder for loss of life or personal injury arising in connection with the handling of cargo of the vessel named herein shall commence from the time of receipt by the Assured of the cargo on dock or wharf or on craft alongside the said vessel for loading thereon and shall continue until delivery thereof from dock or wharf of discharge or until discharge from the said vessel on to another vessel or craft.</p> |
| <b>Hospital, medical or other expenses</b>                                 | (2) | <p>Liability for hospital, medical, or other expenses necessarily and reasonably incurred in respect of loss of life of, personal injury to, or illness of any member of the crew of the vessel named herein or any other person. Liability hereunder shall also include burial expenses not exceeding Two Hundred (\$200) Dollars, when necessarily and reasonably incurred by the Assured for the burial of any seaman of said vessel.</p>  |
| <b>Repatriation expenses</b>   | (3) | <p>Liability for repatriation expenses of any member of the crew of the vessel named herein, necessarily and reasonably incurred, under statutory obligation, excepting such expenses as arise out of or ensue from the termination of any agreement in accordance with the terms thereof, or by the mutual consent, or by sale of the said vessel, or by other act of the Assured. Wages shall be included in such expenses when payable under statutory obligation, during unemployment due to the wreck or loss of the said vessel.</p>  |
| <b>Damage to other vessel or property on board caused by collision</b>     | (4) | <p>Liability for loss of, or damage to, any other vessel or craft, or to the freight thereof, or property on such other vessel or craft, caused by collision with the vessel named herein, insofar as such liability would not be covered by full insurance under the American Institute Time (Hulls) Form - Current Revision - or in case insurance hereunder is upon a towing vessel(s) American Institute Tug Form - Current Revision (including the four-fourths running-down clause).</p>  |
| <b>Principle of cross-liabilities to prevail</b>                           | (a) | <p>Claims under this clause shall be settled on the principle of cross-liabilities to the same extent only as provided in the running-down clause above mentioned.</p>  |
|  | (b) | <p>Claims under this clause shall be divided among the several classes of claims enumerated in this policy and each class shall be subject to the deduction and special conditions applicable in respect of such class.</p>   |
|  | (c) | <p>Notwithstanding the foregoing, if any one or more of the various liabilities arising from such collision has been compromised, settled or adjusted without the written consent of the Assurer, the Assurer shall be relieved of liability for any and all claims under this clause.</p>  |
| <b>Damage to other vessel or property on board not caused by collision</b> | (5) | <p>Liability for loss of or damage to any other vessel or craft, or to property on such other vessel or craft, not caused by collision, provided such liability does not arise by reason of a contract made by the assured. Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Assured, the Assurer shall be liable as if such damaged property belonged to another, but only for the excess over any amount recoverable under any other insurance applicable on the property.</p>  |
| <b>Damage to docks, piers, etc.</b>  | (6) | <p>Liability for damage to any dock, pier, harbor, bridge, jetty, buoy, lighthouse, breakwater, structure, beacon, cable, or to any fixed or movable object or property whatsoever, except another vessel or craft, or property on another vessel or craft.</p> <p>Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Assured, the Assurer shall be liable as if such damaged property belonged to another, but only for the excess over any amount recoverable under any other insurance applicable on the property.</p>   |
| <b>Removal of wreck</b>  | (7) | <p>Liability for cost or expenses of, or incidental to, the removal of the wreck of the vessel named herein when such removal is compulsory by law, provided, however, that:</p>  |

- (a) There shall be deducted from such claim for cost or expenses, the value of any salvage from or which might have been recovered from the wreck, inuring, or which might have inured, to the benefit of the Assured.
- (b) The Assurer shall not be liable for such costs or expenses which would be covered by full insurance under the American Institute Time (Hulls) Form - Current Revision - or in case insurance hereunder is upon a towing vessel(s) American Tug Form - Current Revision, or claims arising out of hostilities or war-like operations, whether before or after declaration of war.

**Cargo** (8) Liability for loss of, or damage to, or in connection with cargo or other property, excluding mail and parcel post, including baggage and personal effects of passengers, to be carried, carried, or which has been carried on board the vessel named herein:

**Provided, however, that no liability shall exist under this provision for:**

- Specie, bullion, precious stones, etc.** (a) Loss, damage or expense arising out of or in connection with the custody, care, carriage or delivery of specie, bullion, precious stones, precious metals, jewelry, silks, furs, bank notes, bonds or other negotiable documents or similar valuable property, unless specially agreed to and accepted for transportation under a form of contract approved, in writing, by the Assurer.
- Refrigeration** (b) Loss of, or damage to, or in connection with cargo requiring refrigeration unless the space, apparatus and means used for care, custody, and carriage thereof have been surveyed by a classification surveyor or other competent disinterested surveyor under working conditions before the commencement of each voyage and found in all respects fit, and unless accepted for transportation under a form of contract approved, in writing, by the Assurer.
- Passengers' effects Stowage in improper places** (c) Loss, damage, or expense in connection with any passenger's baggage or personal effects, unless the form of ticket issued to the passenger shall have been approved, in writing, by the Assurer.
- (d) Loss, damage, or expense arising from stowage of underdeck cargo on deck or stowage of cargo in spaces not suitable for its carriage, unless the Assured shall show that every reasonable precaution has been taken by him to prevent such improper stowage.
- Deviation** (e) Loss, damage, or expense arising from any deviation, or proposed deviation, not authorized by the contract of affreightment, known to the Assured in time to insure specifically the liability therefore, unless notice thereof is given to the Assurer and the Assurer agrees, in writing, that such insurance is unnecessary.
- Freight on cargo short delivered** (f) Freight on cargo short delivered, whether or not prepaid or whether or not included in the claim and paid by the Assurer.
- Misdescription of goods** (g) Loss, damage, or expense arising out of or as a result of the issuance of Bills of Lading which, to the knowledge of the Assured, improperly describe the goods or their containers as to condition or quantity.
- Failure to surrender Bill of Lading** (h) Loss, damage, or expense arising out of delivery of cargo without surrender of Bill of Lading.  
And provided further that:  
(aa) Liability hereunder shall in no event exceed that which would be imposed by law in the absence of contract.
- Protective clauses required in contract of affreightment** (bb) Liability hereunder shall be limited to such as would exist if the Charter Party, Bill of Lading or Contract of Affreightment contained the following clause (in substitution for the clause commonly known as the Jason Clause):

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	91 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

<b>Limit per package</b>	<p>"In the event of accident, danger, damage or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the shipowner is not responsible, by statute or contract or otherwise, the shippers, consignees or owners of the cargo shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the cargo."</p> <p>When cargo is carried by the vessel named herein under a bill of lading or similar document of title subject or made subject to the Carriage of Goods by Sea Act, April 16, 1936, liability hereunder shall be limited to such as imposed by said Act, and if the Assured or the vessel named herein assumes any greater liability or obligation than the minimum liabilities and obligations imposed by said Act, such greater liability or obligation shall not be covered hereunder.</p> <p>When cargo is carried by the vessel named herein under a charter party, bill of lading or contract of affreightment not subject or made subject to the Carriage of Goods by Sea Act, April 16, 1936, liability hereunder shall be limited to such as would exist if said charter party, bill of lading, or contract of affreightment contained the following clauses: a clause lifting the Assured's liability for total loss or damage to goods shipped to Two Hundred and Fifty (\$250) Dollars per package, or in case of goods not shipped in packages, per customary freight unit, and providing for pro rata adjustment on such basis for partial loss or damage; a clause exempting the Assured and the vessel named herein from liability for losses arising from unseaworthiness, even though existing at the beginning of the voyage, provided that due diligence shall have been exercised to make the vessel seaworthy and properly manned, equipped, and supplied; a clause providing that the carrier shall not be liable for claims in respect of cargo unless notice of claim is given within the time limited in such Bill of Lading and suit is brought thereon within the limited time prescribed therein; and such other protective clauses as are commonly in use in the particular trade; provided the incorporation of such clauses is not contrary to law.</p> <p>The foregoing provisions as to the contents of the Bill of Lading and the limitation of the Assurer's liability may, however, be waived or altered by the Assurers on terms agreed in writing.</p>
<b>Assured's own cargo</b>	<p>(cc) Where cargo on board the vessel named herein is the property of the Assured, such cargo shall be deemed to be carried under a contract containing the protective clauses described in the preceding paragraph, and such cargo shall be deemed to be fully insured under the usual form of cargo policy, and in case of loss thereof or damage thereto the Assured shall be insured hereunder in respect of such loss or damage only to the extent that they would have been covered if said cargo had belonged to another, but only in the event and to the extent that the loss or damage would not be recoverable under a cargo policy as hereinbefore specified.</p>
<b>Cotton Bills of Lading</b>	<p>(dd) The Assured's liability for claims under Custody Cotton Bills of Lading issued under the conditions laid down by the Liverpool Bill of Lading Conference Committee, is covered subject to previous notice of contract and payment of an extra premium of two (\$.02) cents per ton gross register per voyage, but such additional premium shall be waived provided every bale is re-marked at port of shipment on another portion of the bale.</p>
<b>Land transportation not included</b>	<p>(ee) No liability shall exist hereunder for any loss, damage or expense in respect of cargo or other property being transported on land or on another vessel.</p> <p>No liability shall exist hereunder for any loss, damage or expense in respect of cargo before loading on or after discharge from the vessel named herein caused by flood, tide, windstorm, earthquake, fire, explosion, heat, cold, deterioration, collapse of wharf, leaky shed, theft or pilferage unless such loss, damage or expense is caused directly by the vessel named herein, her master, officers or crew.</p>
<b>Customs, immigration or other fines or penalties</b>	<p>(9) Liability for fines and penalties, including expenses necessarily and reasonably incurred in avoiding or mitigating same, for the violation of any of the laws of the United States, or of any State thereof, or of any foreign country; provided, however, that the Assurer shall not be liable to indemnify the Assured against any such fines or penalties resulting directly or indirectly from the failure, neglect, or default of the Assured or his managing officers or managing agents to exercise the highest degree of diligence to prevent a violation of any such laws.</p>
<b>Mutiny or other misconduct</b>	<p>(10) Expenses incurred in resisting any unfounded claim by the master of the crew or other persons employed on the vessel named herein, or in prosecuting such persons in case of mutiny or other misconduct.</p>
<b>Extraordinary expenses in case of quarantine, etc.</b>	<p>(11) Liability for extraordinary expenses resulting from outbreak of plague or other contagious disease, including such expenses incurred for disinfection of the vessel named herein or persons on board, or for quarantine, but excluding the ordinary expenses of loading and/or discharging, and the wages and provisions of crew and passengers; each claim under this provision is subject to a deduction of Two Hundred (\$200) Dollars. It is provided further, however, that if the vessel named herein be ordered to proceed to a port when it is or should be known that calling there will subject the vessel to the extraordinary expenses above mentioned, or to quarantine or disinfection there or elsewhere, the Assurer shall be under no obligation to indemnify the Assured for any such expenses.</p>

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| <b>Deviation for purpose of landing injured or ill</b> | (12) | Net loss due to deviation incurred solely for the purpose of landing and injured or sick seaman in respect of port charges incurred, insurance, bunkers, stores, and provisions consumed as a result of the deviation.  |
| <b>Cargo's proportion of general average</b>           | (13) | Liability for, or loss of, cargo's proportion of general average, including special charges, in so far as the Assured cannot recover same from any other source; subject however, to the exclusions of Section (8) and provided, that if the Charter Party, Bill of Lading, or Contract of Affreightment does not contain the quoted clause under Section 8 (bb) the Assurer's liability hereunder shall be limited to such as would exist if such clause were contained therein. |
| <b>Costs and charges</b>                               | (14) | Costs, charges, and expenses, reasonably incurred and paid by the Assured in defense against any liabilities insured against hereunder in respect of the vessel named herein, subject to the agreed deductibles applicable, and subject further to the conditions and limitations hereinafter provided.   |

#### GENERAL CONDITIONS AND/OR LIMITATIONS

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|---|--|
| <b>Prompt notice of claim</b>                           | Warranted that in the event of any occurrence which may result in loss, damage and/or expense for which this Assurer is or may become liable, the Assured will use due diligence to give prompt notice thereof and forward to the Assurer as soon as practicable after receipt thereof, all communications, processes, pleadings and other legal papers or documents relating to such occurrences.   |
| <b>Settlement of claims</b>                             | The Assured shall not make any admission of liability, either before or after any occurrence which may result in a claim for which the Assurer may be liable. The Assured shall not interfere in any negotiations of the Assurer, for settlement of any legal proceedings in respect of any occurrences for which the Assurer is liable under this policy; provided, however, that in respect of any occurrence likely to give rise to a claim under this policy, the Assured are obligated to and shall take steps to protect their (and/or the Assurer's) interests as would reasonably be taken in the absence of this or similar insurance. If the Assured shall fail or refuse to settle any claim as authorized by Assurer, the liability of the Assurer to the Assured shall be limited to the amount for which settlement could have been made.  |
| <b>Assured to assist with evidence in defense, etc.</b> | Whenever required by the Assurer the Assured shall aid in securing information and evidence and in obtaining witnesses and shall cooperate with the Assurer in the defense of any claim or suit or in the appeal from any judgment, in respect of any occurrence as hereinbefore provided.   |
| <b>Law costs</b>  | <p>The Assurer shall not be liable for the cost or expense of prosecuting or defending any claim or suit unless the same shall have been incurred with the written consent of the Assurer, or the Assurer shall be satisfied that such approval could not have been obtained under the circumstances without unreasonable delay, or that such costs and charges were reasonably and properly incurred, such cost or expense being subject to the deductible. The cost and expense of prosecuting any claim in which the Assurer shall have an interest by subrogation or otherwise, shall be divided between the Assured and the Assurer, proportionately to the amounts which they would be entitled to receive respectively, if the suit should be successful.</p> <p>The Assurer shall be liable for the excess where the amount deductible under this policy is exceeded by (A) the cost of investigating and/or successfully defending any claim or suit against the Assured based on a liability or an alleged liability of the Assured covered by this insurance, or (B) the amount paid by the Assured either under a judgment or an agreed settlement based on the liability covered herein including all costs, expenses of defense and taxable disbursements.</p> |
| <b>Subrogation</b>                                      | <p>The Assurer shall be subrogated to all the rights which the Assured may have against any other person or entity, in respect of any payment made under this policy, to the extent of such payment, and the Assured shall, upon the request of the Assurer, execute all documents necessary to secure to the Assurer such rights.</p> <p>The Assurer shall be entitled to take credit for any profit accruing to the Assured by reason of any negligence or wrongful act of the Assured's servants or agents, up to the measure of their loss, or to recover for their own account from third parties any damage that may be provable by reason of such negligence or wrongful act.</p>   |

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	93 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**Cover elsewhere**                      Provided that where the Assured is, irrespective of this insurance, covered or protected against any loss or claim which would otherwise have been paid by the Assurer, under this policy, there shall be no contribution by the Assurer on the basis of double insurance or otherwise.

**Assignments**                              No claim or demand against the Assurer under this policy shall be assigned or transferred, and no person, excepting a legally appointed receiver of the property of the Assured, shall acquire any right against the Assurer by virtue of this insurance without the expressed consent of the Assurer.

**Actions against Assurers**              No action shall lie against the Assurer for the recovery of any loss sustained by the Assured unless such action is brought against the Assurer within one year after the final judgement or decree is entered in the litigation against the Assured, or in case the claim against the Assurer accrues without the entry of such final judgement or decree, unless such action is brought within one year from the date of the payment of such claim.

**Time limitation**                              The Assurer shall not be liable for any claim not presented to the Assurer with proper proofs of loss within six (6) months after payment thereof by the Assured.

**Cancellation provisions;**

(a) If the vessel named herein should be sold or requisitioned and this policy be cancelled and surrendered, the Assurer to return TO BE AGREED for each thirty (30) consecutive days of the unexpired term of this insurance.

(b) In the event of non-payment of premium within sixty (60) days after attachment, this policy may be cancelled by the Assurer upon five (5) days' written notice being given the Assured.

(c) In the event that Sections 182 to 189, both inclusive, of U. S. Code, Title 46, or any other existing law or laws determining or limiting liability of shipowners and carriers, or any of them, shall, while this policy is in force, be modified, amended or repealed, or the liabilities of shipowners or carriers be increased in any respect by legislative enactment, the Assurer shall have the right to cancel said insurance upon giving thirty (30) days' written notice of their intention so to do, and in the event of such cancellation, make return of premium upon a pro rata daily basis.

**Notwithstanding anything to the contrary contained in this policy, no liability attaches to the Assurer:**

For any loss, damage, or expense which would be payable under the terms of the American Institute Time (Hulls) Form - Current Revision - or in case insurance hereunder is upon a towing vessel(s) American Institute Tug Form - Current Revision form of policy on hull and machinery, etc., if the vessel were fully covered by such insurance sufficient in amount to pay such loss, damage or expense.

For any loss, damage or expense sustained by reason of capture, seizure, arrest, restraint or detention, or the consequence thereof or of any attempt threat; or sustained in consequence of military, naval or air action by force of arms, including mines and torpedoes or other missiles or engines of war, whether of enemy or friendly origin; or sustained in consequence of placing the vessel in jeopardy as an act or measure of war taken in the actual process of a military engagement, including embarking or disembarking troops or material of war in the immediate zone of such engagement; and any such loss, damage and expense shall be excluded from this policy without regard to whether the Assured's liability therefore in based on negligence or otherwise, and whether before or after a declaration of war.

For any loss, damage, or expense arising from the cancellation or breach of any charter, bad debts, fraud of agents, insolvency, loss of freight hire or demurrage, or as a result of the breach of any undertaking to load any cargo, or in respect of the vessel named herein engaging in any unlawful trade or performing any unlawful act, with the knowledge of the Assured.

For any loss, damage, expense, or claim arising out of or having relation to the towage of any other vessel or craft, whether under agreement or not, unless such towage was to assist such other vessel or craft in distress to a port or place of safety, provided, however, that this clause shall not apply to claims under this policy for loss of life or personal injury to passengers and/or members of the crew of the vessel named herein arising as a result of towing.

For any claim for loss of life or personal injury in relation to the handling of cargo where such claim arises under a contract of indemnity between the Assured and his sub-contractor.

It is expressly understood and agreed if an when the Assured under this policy has any interest other than as a shipowner in the vessel or vessels named herein, in no event shall the Assurer be liable hereunder to any greater extent than if such Assured were the owner and were entitled to all the rights of limitation to which a shipowner is entitled.

Unless otherwise agreed by endorsement to this policy, liability hereunder shall in no event exceed that which would be imposed on the Assured by law in the absence of contract.

Liability hereunder in respect of any one accident or occurrence is limited to the amount hereby insured.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>SCHEDULE D</i>	*		*	
B-146	*	<i>POLICY FORMS &amp;</i>	*	March 4, 2009	*	94 of 113
		ENDORSEMENTS				
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**Gulf Coast Marine, LLC**  
**Marine Underwriters**  
**Metairie, LA 70002**

SECTION PL

**Where the word "policy" appears herein, it shall be deemed to read "section".**

**THIS SECTION IS A SEPARATE INSURANCE BUT IS SUBJECT ALWAYS TO THE OTHER TERMS AND CONDITIONS STATED IN THIS POLICY EXCEPT FOR THE TERMS AND CONDITIONS ATTACHED TO AND FORMING PART OF SECTIONS HM, PI AND XP.**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	95 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

C \* OH\*07/10/08\*OMH3490912-11  
0010521 GREAT AMERICAN INS CO OF NY

**MARINE INSURANCE POLICY  
VESSEL OWNER POLLUTION COVERAGE**

**TABLE OF CONTENTS**

**DECLARATIONS PAGE** – The Declarations Page provides the specific information on the insurance you have chosen to protect your liability as per terms of this policy.

	PAGE
AGREEMENT .....	1
DEFINITIONS .....	1
COVERAGES .....	1
LIMITS OF LIABILITY .....	2
EXCLUSIONS AND LIMITATIONS .....	3
GENERAL CONDITIONS .....	3

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	96 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						



Administrative Offices  
580 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1-513-369-5000

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0010521 GREAT AMERICAN INS CO OF NY

GAI 2270  
(Ed. 01 06)

### MARINE INSURANCE POLICY VESSEL OWNER POLLUTION COVERAGE

#### AGREEMENT

We will provide the insurance in this Policy in return for the premium and subject to all the provisions of this Policy. Coverage is provided subject to the Amount of Insurance shown on the Declarations Page.

This Policy consists of five Sections, A through E. Section A contains important definitions as used in connection with this Policy. Section B describes Your coverage under this Policy. Sections C, D and E describe limits, exclusions and other important conditions to this insurance. Please read all the Sections of this Policy.

#### SECTION A: DEFINITIONS

In the policy, "You" and "Your" refer to the Named Insured shown in the "Declarations Page." "We," "Us" and "Our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. **CERCLA** - Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.
2. **INCIDENT** - An incident is an event that exposes You to liability under **OPA90** or **CERCLA** or **FWPCA** for which Section B provides coverage.
3. **FWPCA** - Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1321, et seq.
4. **OPA90** - The Oil Pollution Act of 1990, P.L. 101-380; 33 U.S.C. 2701, et seq.
5. **DEFENSE COSTS** - All Legal expenses and other similar costs that are paid by You as a direct result of an incident insured by this policy.

#### SECTION B: COVERAGES

Coverage applies to all vessels listed on the Declaration Page or on the Schedule of Vessels page, for incidents that occur during the effective period of this policy. Any vessel not listed is not covered. Subject to all **EXCLUSIONS** and **LIMITATIONS** in sections C and D, and subject to all the terms and conditions elsewhere in the Policy, in the event of an accidental discharge or substantial threat of a discharge into the navigable waters of the United States we will indemnify you for the following ten coverages:

1. **OPA90 (Federal)** - Removal costs and expenses paid by You under Section 1002 of **OPA90** (33 U.S.C. Section 2702), for which liability would have been imposed under the laws of the United States if You had not voluntarily undertaken the removal of oil.
2. **OPA90 (State)** - Your liability under state law for those removal costs and expenses referred to in Section 1002 (33 U.S.C. Section 2702) of **OPA90** but only to the extent that these could have been recovered under **OPA90**.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	97 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

C \* OH\*07/10/08\*OMH3490912-11  
0010521 GREAT AMERICAN INS CO OF NY

3. **OPA90** – Your costs and expenses You have paid either in avoiding or mitigating the liability in 1. **OPA90** (Federal) or 2. **OPA90** (State) as described above.
4. **CERCLA** – Costs and expenses You have paid where liability would have been imposed upon You if You had not acted voluntarily under 107 (a)(1)(A) and (B) of **CERCLA** (42 U.S.C. Section 9607 (a)(1)(A)) and with specific regard to "removal" "response" or "remedial action" as these terms are defined and applied under Section 101 (23) – (25) of **CERCLA** (42 U.S.C. Section 9601 (23) – (25)). This coverage includes claims for contributions under Section 1013 (f)(1) of **CERCLA** (42 U.S.C. Section 9613 (f)(1)).
5. **Miscellaneous Spill Liability** – Costs and expenses paid by You to mitigate liabilities for incidents where such occurrences are insured by this policy, but subject to our **WRITTEN EXPRESSED PRE-APPROVAL**.
6. **Spill Management** – Where an incident has taken place, We shall conduct **SPILL MANAGEMENT AND INCIDENT CONNECTED FUNCTIONS** on Your behalf. Your complete cooperation is required.
7. **Firefighting and Salvage** – Firefighting, salvage, offloading, and disposal of cargo, but **ONLY** to the extent that such actions contribute to stopping a discharge or release, **OR** prevent a substantial threat of a discharge or release under **OPA90**, **CERCLA**, or the **FWPCA**.
8. **Limited Administrative Penalties** – Your liability under the section of the Federal Water Pollution Control Act ("**FWPCA**") that was amended by **OPA90** to allow for administrative penalties against You under Section (b)(6)(A)(i) of the **FWPCA**. The maximum amount of insurance payable by this Policy for this coverage is two hundred and fifty thousand dollars (\$250,000.) per incident, per vessel, and shall be a separate limit from the amount of insurance shown elsewhere in the Policy. Penalties imposed under any other section of **FWPCA**, any other Federal Statute, or the laws of any state or subdivision thereof are specifically **EXCLUDED**.
9. **Public Relations** – Sixty percent of the costs and expenses paid by You with our prior written consent for public relations during the removal phase of an incident arising out of a claim covered elsewhere in this policy. The maximum amount of insurance payable by this policy for this coverage is one hundred thousand dollars (\$100,000) per incident, per vessel, and shall be a separate limit from the amount of insurance shown elsewhere in the policy.
10. **Defense Costs** – Costs and expenses paid by You to investigate and pursue a legal defense against claims or liabilities insured by this policy shall be in addition to limits stated on the Declarations Page.

#### SECTION C: LIMITS OF LIABILITY

The Amount of Insurance stated in the Declarations Page is the most we will pay under this Policy for the total of coverages B.1. through B.7. above for any one vessel in any one incident (except for Limited Administrative Penalties and Public Relations as described in Section B.8. and B.9. of this Policy). If more than one vessel is shown on the Declarations Page or the Schedule of Vessels of this Policy, then the Amount of Insurance shown on the Declarations Page applies separately to each vessel for each incident.

If, after an incident, You are entitled to limit your liability for the event by application of the Limitation of Liability Act (46 U.S.C. Section 181, et seq.), then the Amount of the Insurance payable for that incident under this Policy will be the lesser of:

1. The amount to which Your liability is limited under the Limitation of Liability Act, or
2. The total amount payable as described in the first paragraph of Section C: Limits of Liability.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	98 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

C \* OH\*07/10/08\*OMH3490912-11  
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**SECTION D: EXCLUSIONS AND LIMITATIONS**

The following are excluded from the coverage of this policy and We shall not pay or indemnify You for them:

1. Any liability imposed on You under any state law which liability is greater, broader and/or more extensive than the liability that would be imposed under Section 1002 of OPA90 (33 U.S.C. Section 2702) or under CERCLA.
2. Any claim, cost, expense or liability of any nature arising from any of the following:
  - a) Willful misconduct on Your part that causes an incident, whether directly or indirectly, and whether in whole or in part. (Willful means an intentional spill or leak or behavior on Your part that is so careless and reckless as to show an indifference to consequences.)
  - b) Claims arising out of an act or acts of war.
  - c) Claims arising in regard to radioactive materials and/or a nuclear incident.
  - d) Any person's illness, disability, physical or personal injury; and/or wrongful death claims or liability under any workman's compensation law or similar law.
  - e) An obligation imposed on You by contract and NOT by law.
  - f) Fines, punitive damages and penalties and/or exemplary damages, except those covered by section B 8.
  - g) Oil drilling, mineral extraction, and exploration activities.
  - h) Any injury or damage that was either expected or intended by You.

**SECTION E: GENERAL CONDITIONS APPLICABLE TO ENTIRE POLICY**

1. **DIRECT CLAIMS AGAINST US:** All terms, exclusions, conditions and limitations described in this Policy are applicable to any direct actions against Us concerning a liability of Yours covered, or potentially covered, by this Policy.
2. **COOPERATION:** Your cooperation is required as a condition of this insurance.
3. **SUBROGATION:** In exchange for any payment under this Policy to You, We will be subrogated to all of the rights You would have had against any other person, thing or entity. In this connection You will do nothing to prejudice those rights. You will cooperate with Us fully and do all things that may be necessary to help Us enforce such rights, including but not limited to:
  - i) signing all documents necessary for Us to enforce those rights.
  - ii) providing Us or designated attorneys with legal papers, documentation, witnesses, etc.
  - iii) allowing Us to commence suit or arbitration (at our cost and expense) in Your name.
4. **YOUR ASSISTANCE:** Your failure to provide such assistance and cooperation noted above entitles Us to withhold, cancel, deny, or refuse any payments that might otherwise be due under this Policy. You must also be careful to preserve attorney/client privileges that may apply if attorneys are retained by Us in regard to an Incident. This means that You must maintain the confidentiality of communications between You and Your attorneys in regard to an Incident for which You claim coverage under this Policy. This obligation applies whether or not such attorneys are appointed by Us or by You.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	99 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

C \* OH\*07/10/08\*OMH3490912-11  
0010521 GREAT AMERICAN INS CO OF NY

5. **IF WE ARE SUED DIRECTLY BECAUSE OF AN INCIDENT INVOLVING YOU:** In the event liability is imposed upon Us because of Your activities such as in a direct action brought against Us on account of an Incident, We retain the right to pursue a recovery from You to the extent the action seeks recovery for claims not insured under this Policy, regardless of the reason or theory on which the sums are sought from Us.
6. **AUTHORIZED SETTLEMENT LIMITATION:** If We authorize a specific sum for the settlement of any claim or liability insured under this policy, and You fail or refuse for any reason to promptly offer that sum in settlement of the claim or liability then our maximum liability for that claim shall **NOT EXCEED** the sum We had authorized for the settlement.
7. **CAPTIONS AND HEADINGS:** The Captions and Headings used in this Policy and any endorsements are for convenience of reference only; they do not constitute a part of the Policy's coverage provisions.
8. **SUIT LIMITATIONS:** No suit, action, or claim against Us, under this policy may be commenced unless all the requirements of this policy have first been complied with, and in no event later than **ONE YEAR** after the earlier of the following:
  - a) The date final judgment or decree is entered against You for a liability allegedly covered under this **POLICY**, or
  - b) The date You have made a payment to satisfy a liability allegedly covered by this **POLICY** even though a judgment or decree has not been entered against You in regard to that liability.
9. **NO ADMISSION:** In the event of an incident, You must make **NO ADMISSION** of liability without our prior consent. Where a responsible official under **CERCLA** or **OPA90** requests information, You may provide such information without our prior consent.
10. **EXCESS, WHERE YOU HAVE OTHER INSURANCE COVERAGE FOR YOUR CLAIM:** If at the time of the incident You had other insurance covering some or all of the same liabilities as are covered by this Policy, this Policy will then be in **EXCESS** of Your other insurance and liability and defense costs will not be shared between this Policy and Your other insurance.
11. **NOTICE:** It is essential that You provide Us with **IMMEDIATE NOTICE** of the occurrence of any incident which is potentially covered by this **POLICY** and/or to which You may have liability or as to which You may be required to enter a defense. This notification must be sent to Us at:

Great American Insurance Company  
Ocean Marine Claims  
P.O. Box 2468  
Cincinnati, OH 45201

within thirty (30) days of the incident.

12. **LIMITATION DUE TO FAILURE TO NOTIFY:** We will not have any exposure or liability under this **POLICY** if, for lack of **IMMEDIATE NOTICE** an Incident is made worse or more extensive because We were unable, for lack of **IMMEDIATE NOTICE**, to undertake effective managerial or remedial measures.
13. **CANCELLATION:** Either You or We may cancel this Policy by giving thirty (30) days written notice to the other stating when cancellation is to be effective. If You cancel You must send notice to Your agent/producer or:

Great American Insurance Company of New York  
65 Broadway  
New York, New York 10006

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
B-146	*	SCHEDULE D	*	March 4, 2009	*	100 of 113
	*	POLICY FORMS & ENDORSEMENTS	*		*	
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

C \* OH\*07/10/08\*OMH3490912-11

0010521 GREAT AMERICAN INS CO OF NY

We will notify You of any cancellation by mailing notice to You at the address noted on the Declarations Page of this Policy. We reserve the right to cancel this policy within ten (10) days for nonpayment of premium.

14. **POLICY PERIOD:** This Policy applies only to incidents which occur during the policy period as shown on the Declarations Page.
15. **MISREPRESENTATION:** Any concealment or misrepresentation by You of any material fact or circumstance relating to this insurance, or any claim or incident hereunder will void this policy completely as to any and all claims and incidents, whether such concealment or misrepresentation is deliberate, negligent, inadvertent, innocent, or otherwise.
16. **TRANSFER OF YOUR INTEREST IN THIS POLICY:** Your rights and duties under this Policy may not be assigned without our written consent. Upon any sale, transfer, or other change in ownership of any vessel(s) named in the Declarations Page, this Policy will be cancelled as of that time and date and a pro rata return premium will be granted.
17. **CONFORMING WITH STATUTE:** Any terms of this Policy which are in conflict with the State in which this Policy is issued are hereby amended to conform with such statutes, with respect to general conditions only.
18. **CHOICE OF LAW:** The terms of this Policy shall be construed pursuant to, and the rights of the parties hereto shall be governed and controlled by, the general maritime law of the United States; and in the absence thereof, the laws of the State of New York.
19. **SIGNATORY CLAUSE:** This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such provisions, stipulations, and agreements as may be added hereto.

In witness thereof, the Company has caused this Policy to be signed by its President and Secretary, but this Policy shall not be valid unless countersigned by an Authorized Representative of this Company.

*Kenneth Stolley Hendell*  
Secretary

*Carl H. Lindner III*  
President

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	101 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

C \* OH\*07/10/08\*OMH3490912-11

 <p><b>GREAT AMERICAN</b> INSURANCE GROUP</p>	Administrative Offices 580 Walnut Street Cincinnati, Ohio 45202 Tel: 1-513-369-5000	0010521 GREAT AMERICAN INS CO OF NY  <b>GAI 22 98 (Ed.01/01)</b>  Policy: OMH 349-09-12 11
	<b>OCEAN MARINE GENERAL ENDORSEMENT</b>	

**DEDUCTIBLE CLAUSE**

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED THAT THE SUM OF \$1,000,000 SHALL BE DEDUCTED FROM THE TOTAL AMOUNT OF ANY AND/OR ALL CLAIMS RESULTING FROM ANY ONE ACCIDENT OR OCCURRENCE HEREUNDER.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	102 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

C \* OH\*07/10/08\*OMH3490912-11

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Administrative Offices  
580 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1-513-369-5000

GAI 2398  
(Ed. 01 08)

**TERRORISM RISK INSURANCE ACT - DISCLOSURE  
OF PREMIUM AND COVERAGE ENDORSEMENT**

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

**DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

Terrorism Premium (Certified Acts) \$ 0.00

**A. Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a Notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is as shown above or in the policy Declarations.

**B. Disclosure of Federal Participation in Payment of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap on Insurer Participation in Payment of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**All other terms and conditions remain unchanged.**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>SCHEDULE D</i>	*		*	
B-146	*	<i>POLICY FORMS &amp;</i>	*	March 4, 2009	*	103 of 113
		ENDORSEMENTS				
		* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *				

**Gulf Coast Marine, LLC**  
**Marine Underwriters**  
**Metairie, LA 70002**

**SECTION XP**

**Where the word "policy" appears herein, it shall be deemed to read "section".**

**THIS SECTION IS A SEPARATE INSURANCE BUT IS SUBJECT ALWAYS TO THE OTHER TERMS AND CONDITIONS STATED IN THIS POLICY EXCEPT FOR THE TERMS AND CONDITIONS ATTACHED TO AND FORMING PART OF SECTIONS HM, PI AND PL.**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	104 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**AMERICAN INSTITUTE OF MARINE UNDERWRITERS  
FOLLOWING FORM EXCESS MARINE LIABILITIES CLAUSES**

8A

(January 1, 2002)

To be attached to and form part of Policy No. GCM 08542 of the                      Subscribing Underwriters

1. Insures STATE OF LOUISIANA

(hereinafter called the "Assured") against excess liabilities of the Assured as hereinafter described and subject to the terms and conditions hereinafter set forth, in respect only of the liabilities or expenses for which a premium is shown in the following schedule:

Sections	Covered	Premium Amount
(a) Excess Protection and Indemnity .....	( X )	\$ Included
(b) Excess Collision Liability .....	( X )	\$ Included
(c) Excess Collision, Including Tower's Liability (where applicable) .....	( X )	\$ Included
(d) Excess General Average & Salvage .....	( )	\$
(e) Excess Sue and Labor Charges .....	( )	\$
(f) Excess Ship Repairer's Legal Liability .....	( )	\$
(g) Excess Charterer's Legal Liability .....	( )	\$
(h) Excess Wharfinger's and/or Safe Berth Liability .....	( )	\$
(i) Excess _____ .....	( )	\$
<b>Total</b>		<b>\$ As Agreed</b>

2. Period At and from the 1st day of July, 2008  
To the 1st day of July, 2009

Beginning with and ending with Noon, Central Standard Time at the mailing address of the Insured

3. **LIMIT OF LIABILITY**

Regardless of the number or types of liabilities insured against hereunder, or the number of vessels or risks involved, these underwriters shall not be liable under this Policy for more than Per Form any one accident or series of accidents arising out of the same event, but in no event shall the liability of these Underwriters under any individual section of this Policy exceed the Limit of Liability scheduled for that section in Column "A" below for any accident or series of accidents arising out of the same event.

**EXCESS PROTECTION AND INDEMNITY**

(a) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Protection and Indemnity policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"); but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence, if the limits of liability of the primary policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	105 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**EXCESS COLLISION LIABILITY**

- (b) These underwriters agree to indemnify the Assured for sums not recoverable in full by the Assured under the Collision Clause of the policies on Hull and Machinery (including Increased Value with excess liabilities, if any, or under any other policies insuring collision liability) described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), by reason of the Assured's collision liability exceeding the amount insured against collision liability as stated in the Primary Policies, but in no event for more than the Limit of Liability of this insurance.

**EXCESS COLLISION INCLUDING TOWER'S LIABILITY**

- (c) These Underwriters agree to indemnify the Assured for sums not recoverable in full by the Assured under the Collision Clause incorporating tower's liability of the policies on Hull and Machinery (including Increased Value with excess liabilities, if any, or under any other policies insuring collision and tower's liability) described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and the General Conditions as the "Primary Policies"), by reason of the Assured's collision and/or tower's liability exceeding the amounts insured against collision and tower's liability as stated in the Primary Policies, but in no event for more than the Limit of Liability of this insurance. These Underwriters shall not be required to indemnify the Assured under Section (b) of this Policy with respect to any vessel insured under this Section (c).

**EXCESS GENERAL AVERAGE AND SALVAGE**

- (d) These Underwriters agree to indemnify the Assured for General Average and Salvage not recoverable in full by the Assured under the policies on Hull and Machinery (including Increased Value with excess liabilities, if any), described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), by reason of the difference between the insured value of the vessel as stated in the Primary Policies for any reduced value arising from the deduction therefrom in the process of adjustment of any claim (which law or practice or the terms of the Primary Policies may have required) and the value of the vessel adopted for the purpose of contribution to General Average or Salvage charges, the liability under this Policy being such proportion of the amount not recoverable as the Limit of Liability of this insurance bears to the said difference or to the total sum insured against excess liabilities if it exceeds such difference, but in no event for more than the Limit of Liability of this insurance.

**EXCESS SUE AND LABOR CHARGES**

- (e) These Underwriters agree to indemnify the Assured for Sue and Labor charges not recoverable in full by the Assured under the policies on Hull and Machinery (including Increased Value with excess liabilities, if any) described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies") by reason of the difference between the insured value of the vessel as stated in the Primary Policies for any reduced value arising from the deduction therefrom in the process of adjustment of any claim (which law or practice or the terms of the Primary Policies may have required) and the value of the vessel adopted for the purpose of ascertaining the amounts recoverable under the policies on Hull and Machinery (including Increased Value with excess liabilities, if any), the liability under this Policy being such proportion of the amount not recoverable as the Limit of Liability of this insurance bears to the said difference or to the total sum insured against excess liabilities if it exceeds such difference, but in no event for more than the Limit of Liability of this insurance.

**EXCESS SHIP REPAIRER'S LEGAL LIABILITY**

- (f) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Ship Repairer's Legal Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	106 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**EXCESS CHARTERER'S LEGAL LIABILITY**

- (g) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Charterer's Legal Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this section and the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

**EXCESS WHARFINGERS AND/OR SAFE BERTH LIABILITY**

- (h) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Wharfingers and/or Safe Berth Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

**EXCESS \_\_\_\_\_**

- (i) These Underwrites agree to indemnify the Assured for all liability, loss, damage or expense insured against under the \_\_\_\_\_ policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

**GENERAL CONDITIONS**

4. These Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured, but these Underwriters shall have the right and shall be given the opportunity (without incurring any liability for costs or expenses thereof except as hereinafter provided) to associate with the Assured or the underwriters on the Primary Policies, or both, in defense and control of any claim, suit or proceeding which involves or appears likely to involve these Underwriters, in which event the Assured, the underwriters on the Primary Policies and these Underwriters shall cooperate in all matters in defense of such claim, suit or proceeding.
5. In the event the Assured or the Underwriters on the Primary Policies elect not to appeal a judgement in excess of the Limits of Liability as stated in the Primary Policies, these Underwriters may elect to make such an appeal at their sole cost and expense and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of these Underwriters exceed the Limit of Liability of this insurance plus the cost and expense of any such appeal.
6. In the case of any payment made hereunder, these Underwriters may act together with all other interests (including the Assured) in the exercise of any rights of recovery against third parties with respect to the loss paid by the Assured, Underwriters on the Primary Policies and these Underwriters. The apportionment of any amounts which may be recovered from third parties shall follow the principle that any interest (including that of the Assured) that shall have paid an amount over and above any payment made hereunder by these Underwriters shall first be reimbursed up to the amount paid thereby; these Underwriters will then be reimbursed out of any balance remaining up to the amount paid thereby and hereunder; finally, the interests (including that of the Assured) of whom this policy is in excess are entitled to claim the balance, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the proportion that their respective recoveries are finally settled.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	107 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

7. It is a condition of this insurance that all Primary Policies, in which the Assured has an interest, are scheduled and that the said Primary Policies shall be maintained in full force and effect during the term of this policy and that no changes shall be made in the Primary Policies which broaden the insuring conditions thereof or reduce the amounts collectible thereunder. In the event there is no recovery available to the Assured under the Primary Policies, whether as a result of the bankruptcy or insolvency of the underwriters or any of them of the Primary Policies or otherwise, the coverage hereunder shall nonetheless apply only in excess of the applicable Limit of Liability specified in the Primary Policies. In the event of a breach of any of the aforesaid conditions, this policy shall be null and void, unless otherwise agreed in writing by these Underwriters. These Underwriters shall be furnished with copies of the Primary Policies and any amendments thereto at their request.
8. The term "Assured" is used severally and not collectively, but this inclusion herein of more than one Assured shall not operate to increase the liability of the these Underwriters.
9. The Assured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give prompt written or electronic notice thereof to these Underwriters.
- ~~10. Either these Underwriters or the Assured may cancel this insurance by giving the other thirty (30) days written notice, after which this Policy shall be of no force or effect. In the event of non-payment of premium thirty (30) days after attachment, or of any additional premium when due, this insurance may be cancelled by Underwriters upon ten (10) days written notice, after which this Policy shall be of no force or effect. Written or telegraphic notice sent to the Assured at its last known address shall constitute complete notice of cancellation. Such notice sent to the Assured in care of the broker who negotiated this Policy shall have the same effect as if sent directly to the Assured. If cancellation is at the Assured's option, the Underwriters will retain earned premium hereunder as per customary short rate table; if cancellation is at the Underwriters' option, pro rata unearned premium will be returned as soon as practicable. All returns shall be net.~~
11. This insurance shall cover only those excess liabilities specified in paragraph 1, for not exceeding the amounts specified under Limit of Liability in Column "A" below, being excess of Primary Limits in Column "B" below, but subject to the Terms and Conditions otherwise specified herein.

The listing below of Primary Policies which include risks not otherwise insured against under this Policy, shall not be deemed to be an acceptance by these Underwriters as protection against such risks, nor shall the Assured recover from these Underwriters any deductible or self insured retention under any Primary Policies.

**Schedule of Insurances**

Location or Vessel	Section(s) Applicable	Column "A" Excess		Column "B" Primary Limit of Liability
		Limit of Liability 1st Layer	Limit of Liability 2nd Layer	
As Per Schedule	Section (a) - Excess P&I Section (b) - Excess Coll. Section (c) - Excess Coll. Incl. Towers	\$24,000,000.00	\$25,000,000.00	\$1,000,000.00
		3rd Layer \$25,000,000.00	4th Layer \$25,000,000.00	

Any provisions required by law to be stated in policies issued by a subscriber hereto, shall be deemed to have been stated herein.

IN WITNESS WHEREOF, the subscribers hereunder each severally, but not jointly, and not on the part of one for the other or any of the others have caused this policy to be signed by a duly authorized representative, this 1st day of July, 2008.

It is expressly understood and agreed by the Assured by accepting this instrument that GULF COAST MARINE, LLC is not one of the Underwriters or Assurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever as insurer, but the Assurers hereunder are only those Underwriters whose names appear below.

STATE OF LOUISIANA (GCM 08542)

ASSURER	AMOUNT INSURED	PREMIUM	AUTHORIZED SIGNATURE FOR ASSURER
SECTION HM -- <u>HULL &amp; MACHINERY</u>			
FIRST \$1,000,000.00 --			
ZURICH-AMERICAN INSURANCE COMPANY	20.00%	AS AGREED	
INDEMNITY INS. CO. OF NORTH AMERICA	20.00%	AS AGREED	
NATIONAL LIABILITY & FIRE INS. CO.	10.00%	AS AGREED	
CATLIN INSURANCE COMPANY	10.00%	AS AGREED	
THE NORTHERN ASSURANCE COMPANY OF AMERICA	18.00%	AS AGREED	
MARKEL AMERICAN INSURANCE COMPANY	13.00%	AS AGREED	
PRO CENTURY INSURANCE COMPANY	9.00%	AS AGREED	
EXCESS OF LOSS <u>(WITHIN HULL &amp; MACHINERY)</u>			
NEXT \$1,000,000.00 X/S \$1,000,000.00 --			
ZURICH-AMERICAN INSURANCE COMPANY	20.00%	AS AGREED	
INDEMNITY INS. CO. OF NORTH AMERICA	20.00%	AS AGREED	
NATIONAL LIABILITY & FIRE INS. CO.	10.00%	AS AGREED	
CATLIN INSURANCE COMPANY	10.00%	AS AGREED	
MARKEL AMERICAN INSURANCE COMPANY	40.00%	AS AGREED	
NEXT \$8,000,000.00 X/S \$2,000,000.00 --			
ZURICH-AMERICAN INSURANCE COMPANY	20.00%	AS AGREED	
INDEMNITY INS. CO. OF NORTH AMERICA	20.00%	AS AGREED	
NATIONAL LIABILITY & FIRE INS. CO.	10.00%	AS AGREED	
CATLIN INSURANCE COMPANY	10.00%	AS AGREED	
THE NORTHERN ASSURANCE COMPANY OF AMERICA	15.00%	AS AGREED	
CONTINENTAL INSURANCE COMPANY	25.00%	AS AGREED	
			ON BEHALF OF ALL SUBSCRIBING UNDERWRITERS:
			GULF COAST MARINE, LLC
			BY: 

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE D	*		*	
B-146	*	POLICY FORMS & ENDORSEMENTS	*	March 4, 2009	*	109 of 113
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

Any provisions required by law to be stated in policies issued by a subscriber hereto, shall be deemed to have been stated herein.

IN WITNESS WHEREOF, the subscribers hereunder each severally, but not jointly, and not on the part of one for the other or any of the others have caused this policy to be signed by a duly authorized representative, this 1st day of July, 2008.

It is expressly understood and agreed by the Assured by accepting this instrument that GULF COAST MARINE, LLC is not one of the Underwriters or Assurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever as insurer, but the Assurers hereunder are only those Underwriters whose names appear below.

STATE OF LOUISIANA (GCM 08542)

ASSURER	AMOUNT INSURED	PREMIUM	AUTHORIZED SIGNATURE FOR ASSURER	
<u>SECTION PI -- PROTECTION &amp; INDEMNITY</u>				
\$1,000,000.00 --				
ZURICH-AMERICAN INSURANCE COMPANY	20.00%	AS AGREED		
INDEMNITY INS. CO. OF NORTH AMERICA	20.00%	AS AGREED		
NATIONAL LIABILITY & FIRE INS. CO.	10.00%	AS AGREED		
CATLIN INSURANCE COMPANY	25.00%	AS AGREED		
THE NORTHERN ASSURANCE COMPANY OF AMERICA	6.25%	AS AGREED		
MARKEL AMERICAN INSURANCE COMPANY	15.63%	AS AGREED		
PRO CENTURY INSURANCE COMPANY	3.12%	AS AGREED		
<u>SECTION PL -- POLLUTION LIABILITY</u>				
GREAT AMERICAN INSURANCE COMPANY	100%	AS AGREED		
<u>SECTION XP -- EXCESS PROTECTION &amp; INDEMNITY</u>				
1ST LAYER (\$24,000,000.00) --				
ZURICH-AMERICAN INSURANCE COMPANY	20.00%	AS AGREED		
FIREMAN'S FUND INSURANCE COMPANY	27.50%	AS AGREED		
LIBERTY INTERNATIONAL UNDERWRITERS	27.50%	AS AGREED		
MARKEL AMERICAN INSURANCE COMPANY	12.50%	AS AGREED		
NEW YORK MARINE & GENERAL INS. CO.	12.50%	AS AGREED		
2ND LAYER (\$25,000,000.00) --				
ZURICH-AMERICAN INSURANCE COMPANY	20.00%	AS AGREED		
FIREMAN'S FUND INSURANCE COMPANY	27.50%	AS AGREED		
LIBERTY INTERNATIONAL UNDERWRITERS	27.50%	AS AGREED		
NEW YORK MARINE & GENERAL INS. CO.	25.00%	AS AGREED		
			ON BEHALF OF ALL SUBSCRIBING UNDERWRITERS:	
			GULF COAST MARINE, LLC	
			BY: 	

Any provisions required by law to be stated in policies issued by a subscriber hereto, shall be deemed to have been stated herein.

IN WITNESS WHEREOF, the subscribers hereunder each severally, but not jointly, and not on the part of one for the other or any of the others have caused this policy to be signed by a duly authorized representative, this 1st day of July, 2008.

It is expressly understood and agreed by the Assured by accepting this instrument that GULF COAST MARINE, LLC is not one of the Underwriters or Assurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever as insurer, but the Assurers hereunder are only those Underwriters whose names appear below.

STATE OF LOUISIANA (GCM 08542)

ASSURER	AMOUNT INSURED	PREMIUM	AUTHORIZED SIGNATURE FOR ASSURER
SECTION XP -- <u>EXCESS PROTECTION &amp; INDEMNITY</u>			
3RD LAYER (\$25,000,000.00) --			
ZURICH-AMERICAN INSURANCE COMPANY	20.00%	AS AGREED	
FIREMAN'S FUND INSURANCE COMPANY	27.50%	AS AGREED	
LIBERTY INTERNATIONAL UNDERWRITERS	27.50%	AS AGREED	
NEW YORK MARINE & GENERAL INS. CO.	25.00%	AS AGREED	
4TH LAYER (\$25,000,000.00) --			
ZURICH-AMERICAN INSURANCE COMPANY	20.00%	AS AGREED	
FIREMAN'S FUND INSURANCE COMPANY	27.50%	AS AGREED	
NEW YORK MARINE & GENERAL INS. CO.	25.00%	AS AGREED	
CONTINENTAL INSURANCE COMPANY	27.50%	AS AGREED	
			ON BEHALF OF ALL SUBSCRIBING UNDERWRITERS: GULF COAST MARINE, LLC BY: 

**SCHEDULE E**

**ADDITIONAL UNDERWRITING INFORMATION**

I. WATER VESSEL OPERATOR SAETY PROGRAM

The Loss Prevention unit of the Office of Risk Management has established the Water Vessel Operator Safety Program manual. This program is designed to reduce the number and severity of accidents and, therefore, minimize the financial impact on State government, while also providing the safest possible work environment for marine-oriented employees. The complete manual can be found on the Info Louisiana website at the following address: <http://www.state.la.us/orm/lpmanual.htm> (choose Water Vessel).

II. FERRY OPERATIONS INFORMATION

The Ferry Operations are divided between the Department of Transportation and Development (DOTD) and Crescent City Connection Division (CCCD). DOTD operates all ferries except those in the vicinity of the New Orleans area, which are operated by CCCD. DOTD annual income from pedestrian crossings and vehicle crossings is approximately \$272,372. CCCD annual income from vehicle crossings is approximately \$261,647. DOTD and CCCD do not collect data on the number of people riding in vehicles that utilize the ferries. A ferry operation schedule is available upon written request. The following list of ferries includes the vehicle carrying capacity and the pedestrian carrying capacity per vessel:

**Department of Transportation & Development (DOTD)**

<u>Vessel Name</u>	<u>Vehicle Capacity</u>	<u>Pedestrian Capacity</u>
Ascension	35-40 cars	113
Cameron II	40-45 cars	260
Feliciana	18 cars	143
Iberville	17 cars	143
St. Charles	18 cars	136
St. Francisville	35 cars	143
New Roads	35 cars	143
Acadia	35 cars	143
Ferry Barge – Duty, LA** (305-035)	12 cars and 1 tractor trailer or 1 school bus	45
Ferry Barge - Monkey Island** (305-041)	5 cars and 1 truck or 1 school bus	48
Ferry Barge – Melville, LA** (305-021)	8 cars or 1 tractor trailer or 1 school bus	60

\*\*Barges that are used as a ferry and pushed by a tug boat.

**Crescent City Connection Division (CCCD)**

<u>Vessel Name</u>	<u>Vehicle Capacity</u>	<u>Pedestrian Capacity</u>
Louis B. Porterie	50 cars	800
Thomas Jefferson	50 cars	800
Captain Neville Levy	60 cars	1,000
Colonel Frank Armiger	Pedestrian Only	400
Senator Alvin Stumpf	60 cars	1,000
St. John	45 cars	240

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>SCHEDULE E</i>	*		*	
B-146	*	<i>UNDERWRITING</i>	*	March 4, 2009	*	112 of 113
		INFORMATION				
		* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *				

### III. THE OFFICE OF THE OIL SPILL COORDINATOR

The Office of the Oil Spill Coordinator was created under the Office of the Governor by Executive Order No. MJF 97-7 and is based on Louisiana Revised Statutes 34:843 and 30:2469 et seq. The purpose of this office is to research and remove abandoned and derelict marine vessels from Louisiana waterways which pose a substantial threat to the environment and to human health and safety. It is a joint federal and state effort where abandoned barges are located and abated and/or removed. The Office of the Oil Spill Coordinator locates and documents the vessels which are discharging or threatening to discharge oil or other pollutants.

A legal notice is made of each barge in an attempt to find its owner. If the owner is not found then the State takes possession of the vessel. Also, a public notice is made to find a buyer for the vessel once the clean-up has been made. The United States Environmental Protection Agency (EPA) and the Coast Guard then provide the clean-up and removal of oil and any other potential pollutants.

There are twelve (12) vessels that have been found in coastal waters that need attention. As the State takes possession of these vessels (if the owner is not found), then each will be added to the Office of Risk Management's (ORM) wet marine schedule and provided coverage while they are in the care, custody, and control of the State. Coverage will be removed when and if a buyer is found to take the vessel once the clean-ups are completed. No pollution coverage is required on scrap barge.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE E	*		*	
B-146	*	UNDERWRITING	*	March 4, 2009	*	113 of 113
		INFORMATION				
* * THIS PAGE DOES NOT HAVE TO BE RETURNED * *						

**Louisiana Certification of Exempt Commercial  
Policyholder Status Pursuant to Louisiana Regulation 72**

The undersigned \_\_\_\_\_, (the Insured) certifies to \_\_\_\_\_ (the Insurer) that the Insured meets the criteria below and is an Exempt Commercial Policyholder under Louisiana law. The Insurer may issue a commercial risk insurance policy to an Exempt Commercial Policyholder without filing the policy form with the Louisiana Department of Insurance and the Insurer by signing below certifies that it has the necessary expertise to negotiate its own policy language. The policy must still comply with Louisiana law, and complaints or questions about compliance may be directed to the Louisiana Department of Insurance (1-800-259-5300).

In order to be an Exempt Commercial Policyholder, the Insured must:

1. Execute this Certification Form and return it to the Insurer.
2. Acquire the insurance policy through an insurance agent licensed in Louisiana.
3. Meet the following requirements:

Have and maintain aggregate annual commercial risk insurance premiums, excluding workers compensation and employer's liability and professional liability insurance premiums of more than two hundred thousand (\$200,000) dollars in the preceding fiscal year. In determining whether this threshold has been met, premiums paid to one or more insurers are to be added together to reach the total aggregate.

At the time the policy is issued the policyholder must have (a) if a single company not less than fifty (50) employees; (b) if a member of an affiliated group not less than one hundred (100) employees collectively; (c) if a municipality a population of not less than fifty thousand (50,000); and, (d) if a public entity an operating budget of not less than twenty (\$20,000,000) million dollars for the most recently completed calendar or fiscal year whichever applies.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Risk Manager: \_\_\_\_\_