

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO XMAXIMUM ESCALATION PERCENTAGE REQUESTED 0 %INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 12/31/23.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

7 days**LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)**8656**THIS SECTION MUST BE COMPLETED BY BIDDER:**FIRM NAME: Grand Isle Shipyard, LLCADDRESS: 18838 Highway 3235CITY, STATE: Galliano, LAZIP: 70354TELEPHONE: (985) 475- 5238FAX: (985) 475-7014EMAIL ADDRESS: proposals@gisy.com

In the event that addenda are issued with this bid, bidders **MUST** acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: None

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ 205,480.00

AUTHORIZED

SIGNATURE: Brad Pregeant

Printed Name

TITLE: Vice President

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the **BID NUMBER** and **BID OPENING DATE** indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00143088

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	ONLY	<p>Two (2) Year Contract for Preventative Maintenance and Repairs of Electrical Switchgear and Related Equipment for the Jefferson Parish Department of Public Works - Water</p> <p>0010 - MAJOR PREVENTATIVE MAINTENANCE PROGRAM ON EXISTING ELECTRICAL SWITCHGEAR SYSTEMS AT EAST JEFFERSON WATERWORKS, TO BE APPLIED ONLY AT EAST JEFFERSON WATERWORKS, (AS PER SPECIFICATIONS AND THE RELATED SINGLE LINE DIAGRAM).</p> <p>*** MANDATORY PRE-BID & SITE VISIT ***</p>	\$ 52,500.00	\$ 52,500.00
2	1.00	ONLY	<p>0020 - MAJOR PREVENTATIVE MAINTENANCE PROGRAM ON EXISTING ELECTRICAL SYSTEMS AT WEST JEFFERSON WATERWORKS, TO BE APPLIED ONLY AT WEST JEFFERSON WATERWORKS, (AS PER SPECIFICATIONS AND THE RELATED SINGLE LINE DIAGRAM).</p>	\$ 52,500.00	\$ 52,500.00
3	8.00	ONLY	<p>0030 - INSPECTION OF GROUNDING SYSTEM AT ELEVATED WATER STORAGE TANKS.</p> <p>EASTBANK 3 WESTBANK 5</p>	\$ 5,000.00	\$ 40,000.00
4	2.00	ONLY	<p>0035 - INSPECTION OF GROUNDING SYSTEM AT ELEVATED WATER STORAGE TANKS.</p> <p>(FOR GRAND ISLE ONLY)</p> <p>GRAND ISLE 2</p>	\$ 7,500.00	\$ 15,000.00
5	30.00	EA	<p>0040 - RELATED MANHOLE WORK AND INSPECTIONS AS DESCRIBED IN SUB-PARAGRAPHS NOS. 4.7.8 & 4.7.9</p>	\$ 1,000.00	\$ 30,000.00
6	40.00	HR	<p>0050 - COST PER ONE (1) MAN-HOUR FOR ENGINEERING SERVICES</p> <p>(ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE UNIT PRICE BID)</p>	\$ 162.00	\$ 6,480.00
7	40.00	HR	<p>0060 - COST PER ONE (1) MAN-HOUR FOR TECHNICIAN SERVICES</p>	\$ 125.00	\$ 5,000.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00143088

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			(ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE UNIT PRICE BID)		
8	40.00	HR	0070 - COST PER ONE (1) MAN-HOUR FOR ELECTRICIAN SERVICES	\$ 100.00	\$ 4,000.00
			(ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE UNIT PRICE BID)		
9	1.00	ONLY	9999 - PARTS AND MATERIALS	\$	\$
			THIS IS A NON-BIDABLE ITEM. THIS ITEM IS FOR PARTS NEEDED TO COMPLETE A REPAIR UP TO \$5,000.00 PER JOB, WITH THE APPROVAL FROM THE REQUESTING DEPARTMENT.		
			INVOICES SHALL BE SUBMITTED AT COST ONLY (WITH NO MARKUP)		



10-10-2023

Bid Bond in Accordance with Contract Specifications

SLA10108424

Grand Isle Shipyard, LLC

Bond Number

Principal Name

18838 Highway 3235, Galliano, LA, 70354, US

Principal Address

Principal Signature

Jefferson Parish

200 Derbigny Street, Gretna, LA, 70053, US

Owner/Obligee Name

Owner/Obligee Address

Bond Information

10-12-2023

Pennsylvania Insurance Company

326462

Bid Date

Surety

Contractor Vendor ID Number

50-00142971

Contract ID Number

Bid Number 50-00143088 - Preventative Maintenance and Repairs of Electrical Switchgear and Related Equipment for the Jefferson Parish Department of Public Works - Water

Description of Job

Five Percent of Amount Bid

5%

Amount of Bid Security

Bid Security Maximum

Bid Security Percentage

Stephen T. Kazmer

Attorney-in-Fact

HUB International Midwest

Bond Entered and Executed By

Primary Agency

Attorney-In-Fact Signature

Know all men by these presents that Pennsylvania Insurance Company, a Corporation duly organized under the laws of the State of NM, are held and firmly bound unto the above owner/obligee by the transmission. The surety agrees to waive the statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.



**MAJORITY CONSENT
OF THE MANAGERS
OF
GRAND ISLE SHIPYARD, L.L.C.**

The undersigned, being a majority of the Managers entitled to vote at meetings of the Board of Managers of Grand Isle Shipyard, L.L.C., a Manager Managed Louisiana limited liability company, by this instrument in lieu of a meeting of the Managers of Grand Isle Shipyard, L.L.C., hereby consent to the adoption of the following resolution and hereby waive any notices required by law with respect thereto:

**RESOLUTION GISY-2021-04
AUTHORIZE MARK A. PREGEANT, II
ANDREW BRUZZDZINSKI, BRAD PREGEANT AND
DANIEL ST. GERMAINE TO SIGN BUSINESS DOCUMENTS
ON BEHALF OF GRAND ISLE SHIPYARD, L.L.C.**

BE IT RESOLVED that that Mark A. Pregeant, II, Andrew Bruzzdzinski, Brad Pregeant, and Daniel St. Germaine are hereby recognized as authorized agents of Grand Isle Shipyard, L.L.C. giving them authority to execute any and all service contracts or agreements of any kind necessary to conduct business on behalf of the company including, but not limited to, bids, contracts, services agreements, master service agreements, charter agreements and insurance documents.

BE IT FURTHER RESOLVED that they are hereby authorized and directed to execute in the name of and on behalf of the company any and all documents necessary or proper to carry into effect this Resolution.”


Any copy, facsimile or other reliable reproduction of this may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing.


(Signature Page Follows)

SUBSCRIBED AND SWORN before me this 1st day of July, 2021.


Mark A. Pregeant, II - Manager


Brad Pregeant - Manager


Daniel St. Germaine - Manager


KIRBY P. BLANCHARD, JR.
NOTARY PUBLIC
NOTARIAL NUMBER 84847
COMMISSION EXPIRES UPON MY DEATH

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Lafourche

BEFORE ME, the undersigned authority, personally came and appeared: Daniel

St. Germaine, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized CFO of Grand Isle Shipyard, LLC (Entity), the party who submitted a bid in response to Bid Number 50-00143088, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

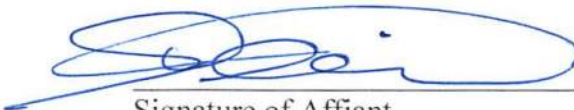
Choice B X There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.



Signature of Affiant

Daniel St. Germaine

Printed Name of Affiant

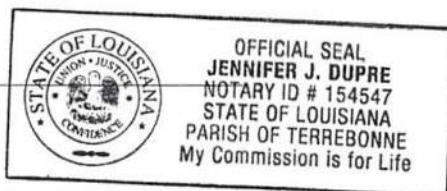
SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 11th DAY OF October, 2023.



Notary Public

Printed Name of Notary



Notary/Bar Roll Number

My commission expires _____.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 111 Veterans Boulevard, Suite 1130 Metairie LA 70005		CONTACT NAME: William Hughs PHONE (A/C, No, Ext): 504-888-1100 E-MAIL ADDRESS: William_Hughs@ajg.com FAX (A/C, No): 504-888-1299	
		INSURER(S) AFFORDING COVERAGE INSURER A: The Gray Insurance Company INSURER B: Allianz Global Corporate & Specialty SE INSURER C: Underwriters at Lloyd's London INSURER D: Evanston Insurance Company INSURER E: INSURER F:	
INSURED GIS Holdings, LLC P. O. Box 820 Galliano, LA 70354-0820		NAIC # 36307 15792 35378	

COVERAGES

CERTIFICATE NUMBER: 2096908654

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	XSGL100056	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	XSAL100060	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	SM0800022	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	XSWC100052	12/1/2022	12/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability	Y	Y	SM0442222	12/1/2022	12/1/2023	See Attached
C	Professional Liability	Y	Y	B0146LDUSA2205061	12/1/2022	12/1/2023	See Attached
D	Pollution Liability	Y	Y	MKLV5ENV103327	12/15/2021	12/15/2023	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured includes the following:
 GIS Holdings, LLC
 GIS, LLC
 Grand Isle Shipyard, LLC
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

Master Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED GIS Holdings, LLC P. O. Box 820 Galliano, LA 70354-0820	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

GIS Engineering, LLC
 GIS Engineering Coastal
 GIS Industrial, LLC
 GW Integrated Solutions, LLC
 GIS Electrical and Instrumentation, L.L.C.
 GIS Oil & Gas Trinidad & Tobago Limited
 Mack Steel & Supply, LLC
 Global Inspections, L.L.C.
 Blanchard Industrial, LLC
 Grand Isle Shipyard, LLC f/k/a Grand Isle Shipyard, Inc.
 NuWave Group, LLC
 Sun Industries, LLC
 Chustz Surveying, LLC

ADDENDUM TO CERTIFICATE OF INSURANCE:

General Liability Limits: See 1st Page
 Carrier(s): The Gray Insurance Company Policy No.: XSGL100056
 Forms: General Liability policy includes the below described terms & conditions Blanket Waiver of Subrogation (CG 24 04 12 19) when required by written contract. Blanket Additional Insured (GIC 03 02 65 04 20) when required by written contract.
 Primary and Noncontributory - Other Insurance Condition (CG 20 01 12 19) when required by written contract. Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
 Premises/Operations Products/Completed Operations
 Blanket Contractual Liability
 Sudden and Accidental Pollution Liability Occurrence Form
 Personal Injury
 "In Rem" Endorsement Cross Liability
 Severability of Interests Provision "Action Over" Claims
 Independent Contractors coverage for work sublet
 General Liability includes Marine Liability with a limit of \$1,000,000 for:
 Protection & Indemnity for vessel liability
 Removal of wreck/debris on scheduled vessels (see attached schedule). There is no language limiting liability "as owner of vessel"
 There are no phrases purporting to limit the underwriter's liability to the value of the vessel
 Non-owned watercraft endorsement attached.
 General Aggregate applies per project or equivalent.
 Blowout and Cratering
 Underground Resource and Equipment Coverage
 Coverage Territory Extension-Gulf of Mexico Form # GIC 03 02 45 11/16
 30-day Cancellation to Holder (Endt. Form # GIC 00 18 06 12) as required by written contract

Auto Liability

Limits: See 1st Page
 Carrier(s): The Gray Insurance Company Policy No. XSAL100060
 Forms: Auto Liability policy includes the below described terms and conditions Blanket Waiver of Subrogation (CA 04 44 10 13) when required by written contract Blanket Additional insured (GIC 00 29 04/98) when required by written contract Primary and Non-Contributory -Other Insurance Condition (CA 04 49 11 16)
 Auto Includes Form MCS-90 Ed. 6/3/21
 30-Day Notice of Cancellation to Holder (Endt. Form #GIC 00 18 06 12) as required by written contract

Workers Compensation

Limits: See 1st Page
 Carrier(s): The Gray Insurance Company
 Policy No.: XSWC100052
 Forms: Workers Compensation policy includes the below described terms & conditions.
 Blanket Waiver of Subrogation (WC 00 03 13 4/84) if required by written contract.
 U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
 Outer Continental Shelf Land Act
 Jones Act (including Transportation, Wages, Maintenance, and Cure),
 Death on the High Seas Act & General Maritime Law.
 Maritime Employers Liability Limit: \$1,000,000
 Voluntary Compensation Endorsement
 Other States Insurance
 Alternate Employer/Borrowed Servant Endorsement (WC 00 03 01 A 2-89)
 "In Rem" Endorsement
 Gulf of Mexico Territorial Extension
 30 Day Notice of Cancellation to Holder (Endt. Form #GIC 00 18 06 12) as required by written contract

Professional Liability:

Underwriters at Lloyds London



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED GIS Holdings, LLC P. O. Box 820 Galliano, LA 70354-0820	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Each Claim Limit: \$5,000,000

Aggregate: \$5,000,000

Retention: \$150,000

Claims Made

Blanket Waiver of Subrogation, included in the policy form Energy/Select 2018 (6/19), pursuant to and subject to the policy terms, definitions, conditions and exclusions

Allied World Surplus Lines Insurance Company - Policy # 03126127 - Policy Period: 12/1/22 to 12/1/23

Each Claim Limit: \$5,000,000

Aggregate: \$5,000,000

Claims Made

Blanket Waiver of Subrogation, Follow Form, pursuant to and subject to the policy terms, definitions, conditions and exclusions

Contractors Pollution:

Each CPL Condition: \$10,000,000

Aggregate: \$10,000,000

S.I.R. CPL (Each Pollution Conditions) \$100,000

Blanket Waiver of Subrogation Form # MEEI 2590 08/19

Blanket Additional Insured: Form # MEEI 2906 11/19

Excess Liability – 1st Layer

Limits: \$5,000,000 Occ/Agg Excess of \$1,000,000 Schedule of Underlying which includes General Liability, Auto Liability, P&I including Charters, Employers

Liability, Maritime Employers Liability, Riggers Liability,

Carrier(s): Allianz Global Corporate & Specialty SE Policy# SM0800022 - Policy Period: 12/1/22 to 12/1/23

Policy is Follow Form

Excess Liability - 2nd Layer

Limits: \$5,000,000 Occ/Agg Excess of \$5,000,000. Scheduled of Underlying which includes General Liability, Auto Liability, P&I including Charters, Employers

Liability, Maritime Employers Liability, Riggers Liability

Carrier(s): Underwriters at Lloyds London Policy #SM0442222 - Policy Period: 12/1/22 to 12/1/23

Policy is Follow Form

Excess Liability - 3rd Layer

Limits: \$15,000,000 Occ/Agg Excess of \$10,000,000. Scheduled of Underlying which includes General Liability, Auto Liability, P&I including Charters,

Employers Liability, Maritime Employers Liability, Riggers Liability

Carrier(s): U.S. Specialty Insurance Company Policy # CXS12005122 - Policy Period: 12/1/22 to 12/1/23

Policy is Follow Form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who is An Insured is amended to include as an additional insured:

Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, subject to the following provisions.

- a. Such person or organization is an additional insured only to the extent such coverage is required by written contract or written agreement and only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf, in the performance of your ongoing operations or “your work” as included in the “products-completed operations hazard”, which is the subject of the written contract or written agreement;
- b. Such person or organization is an additional insured only with respect to liability for “bodily injury” to:
 - (1) Your “employee”, or
 - (2) An employee of a subcontractor acting on your behalf, but only to the extent:
 - (a) Coverage for “bodily injury” to your “employee” or an employee of subcontractors acting on your behalf, regardless of whose fault caused such injury, is required by written contract or written agreement’ and
 - (b) Such “bodily injury” arises in the performance of your ongoing operations or “your work” as included in the “products-completed operations hazard”, which is the subject of the written contract or written agreement; and
- c. Such person or organization is an additional insured for their sole acts or omissions and only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” if:
 - (1) Coverage for sole acts or omissions of such additional insured is required by written contract or written agreement; and
 - (2) Such “bodily injury”, “property damage” or “personal and advertising injury” results from:
 - (a) Your ongoing operations; or
 - (b) “Your work” completed as included in the “products-completed operations hazard”, performed for the additional insured.

However, the insurance afforded to such additional insured.

- (i) Only applies to the extent permitted by law; and
- (ii) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

- B.** Solely with respect to the insurance afforded to the additional insureds indicated in Paragraph **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to “bodily injury”, or “property damage” or “personal and advertising injury” arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or the failure to render any professional architectural, engineering, or surveying services.

- C.** Solely with respect to this endorsement, the following is added to the **Duties in The Event Of Occurrence, Offense, Claim Or Suit** Condition of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an “occurrence” or offense that may result in a claim;
- (2) We receive written notice of a claim or “suit” as soon as practicable; and
- (3) A request for defense and indemnity of the claim or “suit” will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b. Excess Insurance** of the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same “occurrence”, offense, claim or “suit”. This provision does not apply to any policy in which the additional insured is Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specially to that identified additional insured.

F. Solely with respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a.** Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement;
or
- b.** Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED VESSEL COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Watercraft:

Any Vessel to which you are contractually obligated to defend and indemnify under a written contract for "bodily injury" claims asserted by "your" employees against the vessels on which "your" employees are working on or from at the time of the "occurrence".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1.Exclusion g. of COVERAGE A (Section I) does not apply to any watercraft shown in the Schedule not owned by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
--

Any person, organization or company when required by written contract.
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

CERTIFICATE HOLDER WRITTEN NOTICE OF CANCELLATION ENDORSEMENT

In the event of cancellation by the Company **30** days written notice will be given to the scheduled certificate holders. This notice in no way changes the notice of cancellation that is required to be given to the insured by any state law:

Schedule

Any person, organization or company as required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations of "autos".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person, organization or company when required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Endorsement Effective:

Policy No.:

Endorsement No.:
Premium: N/A

Countersigned by: _____

CERTIFICATE HOLDER WRITTEN NOTICE OF CANCELLATION ENDORSEMENT

In the event of cancellation by the Company **30** days written notice will be given to the scheduled certificate holders. This notice in no way changes the notice of cancellation that is required to be given to the insured by any state law:

Schedule

Any person, organization or company as required by written contract.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Person or Organization**Manual Premium**

If required by written contract, any person, firm or organization

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

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ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

- | 1. Alternate Employer | Address |
|--|----------------|
| If required by written contract, any Alternate Employer. | |
| 2. State of Special or Temporary Employment | |
| Any state listed in item 3a of the Information page | |
| 3. Contract or Project | |
| Any contract or project | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

CERTIFICATE HOLDER WRITTEN NOTICE OF CANCELLATION ENDORSEMENT

In the event of cancellation by the Company **30** days written notice will be given to the scheduled certificate holders. This notice in no way changes the notice of cancellation that is required to be given to the insured by any state law:

Schedule

Any person, organization or company as required by written contract.