



Purchase Order Insurance Requirements

- 1.1 Vendor shall procure and maintain the following insurance as applicable based on Vendor operations. Insurance companies providing required insurance shall be acceptable to Buyer and shall be licensed and otherwise authorized to do business in the state of the performance/services.
 - 1.1.1 Workers' Compensation and Employer's Liability Insurance

Workers' Compensation insurance in accordance with the laws of the state(s) where the work is being performed, including endorsements for benefits under the U.S. Longshoreman's and Harbor Workers' Compensation Act and for maritime employees. The Vendor shall provide and maintain Employer's Liability insurance with limits of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.
 - 1.1.2 Commercial General Liability Insurance

Commercial General Liability per ISO form CG 00 01 with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. If applicable to operations, the watercraft exclusion will be deleted.
 - 1.1.3 Automobile Liability Insurance

Automobile Liability insurance covering bodily injury or property damage arising from the ownership, maintenance or use of any motor vehicle. Coverage shall include all owned, non-owned or hired vehicles, with a combined single limit of \$1,000,000.00. MCS-90 endorsement will be included if applicable.
 - 1.1.4 Excess Liability Insurance

Excess Liability insurance applying in excess of the policies specified above with limits of \$1,000,000.00 each occurrence and \$1,000,000 aggregate or higher as required by Purchase Order value and/or nature of operations.
 - 1.1.5 Hull and Machinery Insurance

Hull and Machinery insurance, including collision liability (unless provided under the protection and indemnity coverage), in amounts at least equal to the full value of the vessels employed under the Purchase Order, with geographical and navigation extensions of coverage to the areas in which the vessels may operate under the terms of this agreement.
 - 1.1.6 Protection and Indemnity Insurance

Protection and Indemnity insurance, insuring for personal injury and death to the crew and third parties, and insuring for property damage caused by or otherwise involving the vessels employed under the Purchase Order, and including contractual liability coverage for liabilities assumed by Vendor under this agreement with a limit of \$5,000,000 applicable to any one incident or occurrence. Any "as owner" or "other than owner" provision(s) of the policy purporting to limit coverage thereunder with respect to insured parties other than owners, shall be deleted.
 - 1.1.7 Pollution Liability Insurance

Pollution Liability insurance with a limit of \$5,000,000 per occurrence, providing coverage for and against liability for pollution damage and pollution clean-up including as provided for under the Oil Pollution Act of 1990, the Federal Water Pollution Control Act, the Comprehensive Environmental Response Compensation and Liability Act, applicable Federal regulations, and as provided for under state, commonwealth, or municipal laws where applicable. The Vendor shall also procure and maintain at its sole cost and expense any Certificates of Financial Responsibility imposed by Federal or applicable state or commonwealth laws.
 - 1.1.8 Professional Liability Insurance

Professional Liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, if applicable to Vendor services/operations.
- 1.2 All insurance policies shall name Buyer as additional insured (except Workers' Compensation policy, which shall be endorsed to name Buyer as Alternate Employer). All insurance policies shall provide a waiver of all insurers' rights of subrogation against Buyer. All policies shall provide for thirty (30) days' prior written notice of material change, cancellation or termination to the Buyer.
- 1.3 The cost of all insurance required, and any deductibles or self-insured retentions, shall be paid for by the Vendor. Limits of insurance specified herein are minimum limits and shall not limit Vendor's liability under this Purchase Order or otherwise. All liability insurance shall provide coverage for cross-liability and severability of interests. Vendor's policies shall be primary to, and not contributory with, any other insurance available to Buyer.
- 1.4 Certificates of insurance acceptable to Buyer shall be provided prior to Vendor gaining access to any Buyer location/job site. If any of the required insurance expires or otherwise lapses during the term of this Purchase Order, the Vendor shall provide Buyer with new certificates of insurance as evidence that the required insurance has been renewed.

Email all certificates of insurance to Risk Management at: insurance@gldd.com