

Unless otherwise specified in the purchase order, Supplier shall, at its sole expense, maintain in effect at all times during the performance of the work, insurance coverage, with limits not less than those set forth below with insurers rated by A.M. Best Company no less than A-VII or equivalent, and under forms of policies satisfactory to Buyer.

At all times during performance, the Supplier shall maintain a current Certificate of Insurance evidencing insurance coverage not less than required by this article and providing for thirty (30) days written notice to the Contracts Professional by the insurance company prior to cancellation or material change in policy coverage. The period of insurance coverage must coincide with the period of performance (term) of the purchase order, including the entire warranty period (whether on the original Certificate of Insurance or on subsequent such Certifications). Supplier Certificates of Insurance shall demonstrate Supplier's insurance policies contain the minimum coverage set forth in this clause. Thirty (30) calendar days advance written notice shall be given to Buyer prior to cancellation, termination or material alteration of said policies of insurance. Certificates shall identify on their face the Buyer name, and the applicable purchase order number.

The Supplier shall also require all first-tier subcontractors who will perform work on Buyer or Government premises to procure and maintain the insurance specified below during the entire period of their performance, including warranty period, and to furnish proof at Buyer's request.

A. Required Coverage

1. **Worker' Compensation Insurance** as required by an applicable law or regulation, both State and/or Federal.

If there is an exposure of injury to Supplier's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

2. **Employer Liability Insurance** of not less than:

\$1,000,000 each accident for bodily injury by accident;

\$1,000,000 each employee for bodily injury by disease; and

\$1,000,000 bodily injury by disease policy limit.

The above policies shall include an Insurer's waiver of subrogation in favor of Buyer and the Government.

3. **Commercial General Liability Insurance**

Supplier shall maintain Commercial Liability Insurance covering all operations by or on behalf of the Supplier providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

1. Premises and Operations
2. Independent contractors
3. Products and Completed Operations;
4. Contractual Liability insuring the indemnity agreement specified in the purchase order
5. Broad Form Property Damage (including Completed Operation);
6. Personal Injury Liability

The Commercial General Liability insurance shall be written on an occurrence coverage basis, not claims-made. The policy of insurance which affords Commercial General Liability shall contain a provision or endorsement stating that:

1. Buyer and their subsidiaries and affiliates shall be named as Additional Insureds, including in any Excess or Umbrella Liability Insurance(s); and
2. Includes an insurer's waiver of subrogation in favor of each Additional Insured; and
3. Contains a cross liability and severability of interest clause and must be primary and noncontributory, with any similar insurance coverage (primary and excess) maintained by the Additional Insureds; and

4. *The following requirement applies only for Cases II and III below:* Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the “XCU” hazards;

Policy Limits

For Supplier’s Commercial General Liability Insurance, the limits of liability for bodily injury, property damage and personal injury shall be not less than;

CASE I*

- \$1,000,000 Combined single limit for Bodily Injury and Property Damage-each occurrence.
- \$1,000,000 Personal Injury Limit-each occurrence
- \$2,000,000 General Annual Aggregate Limit

CASE II*

- \$2,000,000 Combined single limit for Bodily Injury and Property Damage-each occurrence.
- \$2,000,000 Personal Injury Limit-each occurrence
- \$4,000,000 General Annual Aggregate Limit

CASE III*

- \$5,000,000 Combined single limit for Bodily Injury and Property Damage-each occurrence.
- \$5,000,000 Personal Injury Limit-each occurrence
- \$5,000,000 General Annual Aggregate Limit

The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

***NOTE:** The Purchase Order Requirements Document will specifically identify the applicable Case.

4. **Automobile Liability Insurance**, including coverage for the operation of any vehicle to include, but not limited to, owned, hired and non-owned. The combined single limit for Bodily Injury and Property Damage Liability shall be no less than \$1,000,000 for any one accident or loss. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy. Supplier’s Automobile Liability Insurance shall include coverage for Automobile Contractual Liability.
5. **Excess or Umbrella Insurance** with limits not less than \$5,000,000 per occurrence/aggregate, coverage shall be provided on a follow form basis, applying as excess over Employer’s Liability, Commercial General Liability and Automobile Liability, as stated above. Such insurance shall include an Insurer’s waiver of subrogation in favor of each Additional Insured, be primary and non-contributory with any similar insurance coverage maintained by the Additional Insureds.

B. Special Operations Insurance Coverage

The following types of insurance coverage are only required if specifically identified in the purchase order Insurance Requirements section. The requirements are as identified below.

1. Supplier shall provide or have provided coverage for liabilities arising out of **Marine Operations**, including contractual liability under its Commercial General Liability Insurance or Marine Hull and Machinery Insurance and Protection and Indemnity Insurance. In the event such marine operations involve any Supplier owned, hired, chartered or operated vessels, barges, tugs or other marine equipment, Supplier agrees to provide or have provided Marine Hull and Machinery Insurance and Protection and Indemnity Insurance and/or Charterer’s Liability Insurance. The combined limit of the Protection and Indemnity Insurance and/or Charterer’s Liability Insurance shall be at least \$5,000,000 per occurrence or the market value of the vessel, whichever is greater. The Protection and Indemnity and/or Charterer’s liability and the Hull and Machinery coverages shall include coverage for contractual liability, wreck removal, sudden and

accidental pollution, tower's liability if applicable, special operations and full collision coverage and shall be endorsed:

- a. To provide full coverage to Buyer and the Government as Additional Insureds without limiting coverage to liability "as owner of the vessel" and to delete any "as owner" clause or other language that would limit coverage to liability of an insured "as owner of the vessel"; and
- b. To waive any limitation provided by any applicable liability statute.

All marine insurances provided by the Supplier shall include an Insurer's waiver of subrogation in favor of the Additional Insureds.

2. Supplier shall provide **Stevedore's Legal Liability and/or Wharfingers Legal Liability Insurance** with limits not less than \$5,000,000 per occurrence. Such insurance shall name Buyer as an Additional Insured, include an Insurer's waiver of subrogation in favor of each Additional Insured, state that it is primary and non-contributory, and contain a cross liability or severability or interest clause.
3. Supplier shall also carry "**All Risk**" **Motor Truck Cargo Insurance**, or such similar form of insurance that will insure against physical loss or damage to the property being transported, moved, or handled by Supplier pursuant to the terms of this contract. Such insurance shall provide a limit of not less than the replacement cost of the highest value being moved, shall insure the interest of the Supplier, and the Buyer, as their respective interests may appear, and shall include an insurer's waiver of subrogation in favor of each such party.
4. Involve **Aircraft** (fixed wing or helicopter) owned, operated or chartered by the Supplier, liability arising out or such aircraft shall be insured for a combined single limit not less than \$10,000,000 each occurrence and such limit shall apply to Bodily Injury (including passengers) and Property Damage Liability. Such insurance shall name the Buyer as Additional Insureds, include an Insurer's waiver of subrogation in favor of each Additional Insured, state that it is primary and non-contributory, and contain a cross-liability or severability of interest clause. If the aircraft hull is insured, such insurance shall provide for an Insurer's waiver of subrogation rights in favor of the Buyer. In the event the Supplier charters aircraft, the foregoing insurance and evidence of insurance may be furnished by the owner of the chartered aircraft, provided the above requirements are met.
5. Supplier shall also carry **Pollution Liability Insurance** in an amount not less than \$5,000,000 per occurrence or claim/annual aggregate. Such insurance shall provide bodily injury and property damage and clean up costs coverage for both the sudden and gradual occurrences arising from the work. If Supplier activities involve professional services, coverage shall include pollution losses resulting from any deficient professional services. If Completed Operations is limited in the policy, such Completed Operations Coverage shall be for a period of not less than five (5) years. If such insurance is written on a claim-made form, such insurance shall include minimally a six (6) year extended discovery period and shall name the Buyer and the Government as Additional Insureds.
6. Supplier shall also carry **Asbestos Liability Insurance** in an amount not less than \$5,000,000 per occurrence/annual aggregate. The policy shall be written on an "occurrence basis" with no sunset clause. Such insurance shall name the Buyer and the Government as Additional Insureds.
7. Supplier shall also carry **Business Automobile Insurance** covering liability arising out of the transportation of hazardous materials in an amount not less than \$2,000,000 per occurrence. Such policy shall include Motor Carrier Endorsement MCS-90 or equivalent. NEITHER BUYER NOR THE GOVERNMENT SHALL BE NAMED AS AN ADDITIONAL INSURED FOR THIS POLICY.
8. Supplier shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current **Environmental Liability Insurance** in the amount of not less than \$5,000,000 per occurrence/annual aggregate. Supplier shall also carry Pollution Liability in an amount not less than \$5,000,000 per occurrence or claim/annual aggregate as required in sub-clause B.5 above. Coverage shall also include non-owned disposal site (NODS) coverage for losses at the jobsite.

9. **Contractor's Tools and Equipment Insurance** covering loss or damage to equipment, tools or any other property of Supplier. Such insurance shall include an Insurer's waiver of subrogation in favor of Buyer and the Government, and indemnifies Buyer and the Government from and against any liability arising out of or for any loss or damage to such equipment, tools, or property of Supplier and each of its lower tier suppliers.
10. **Builders Risk Insurance**, including Buyer and the Government as Additional Insureds and written on an "All Risk" basis with a limit equal to the total installed cost of the Supplier's work. "Total installed cost" shall include the value of material and equipment provided by Buyer and the Government while such property is in the care custody, and control of Supplier. This insurance will cover all material and equipment installed or to be installed in permanent buildings and facilities and will include coverage for material in transit and in offsite storage. In addition, Supplier's insurer shall waive its right of subrogation against Buyer and the Government. Should any loss or damage to the Work occur, deductibles under this policy shall be for Supplier's account.

C. Related Obligations

1. The requirements contained herein as to types and limits, as well as Buyer's approval of insurance coverage to be maintained by Supplier, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Supplier under this contract. The Supplier shall require each lower tier supplier to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve the Supplier of its responsibility herein. Upon written request, the Supplier shall provide the Buyer with complete, certified copies of all required insurance policies, and/or copies of lower tier Supplier certificates of insurance.
2. Buyer shall have no duty to advise Supplier in the event Supplier's insurance does not comply with the requirements of this purchase order. If Supplier fails to procure and maintain all the insurance coverage required by this clause, Supplier shall indemnify and hold harmless Buyer, Government, each of their parents, subsidiaries and affiliates, and the officers, directors and employees of each from and against all claims, demands, costs, charges, and expenses that would have been covered by such insurance had Supplier complied with its obligations herein.

D. Buyer or Government Furnished Insurance

Neither the Buyer nor the Government is required to maintain any insurance on behalf of the Supplier covering against loss or damage to the work or to any other property of the Supplier unless otherwise specifically stated herein and as may be described by an appendix hereto. Any insurance maintained by the Buyer is excess of and shall not in any manner contribute to any loss covered by the Supplier's primary insurance or with any other insurance available to the Supplier in excess of such primary insurance and applicable to such loss.

E. Non-Waiver

Buyer's acceptance of any evidence of insurance, including any certificate of insurance, shall not: (i) constitute acceptance of the adequacy of Supplier's insurance coverage, (ii) imply that any insurance coverage provided by Supplier complies with the requirements of this purchase order, or (iii) waive Buyer's or Government's rights to enforce any of Supplier's requirements in this purchase order, including the requirements concerning insurance coverage amounts, insurance terms and conditions and qualifications of insurance companies.