



Attachment A

1. Insurance Company Criteria

Subcontractor agrees to procure and maintain for the term of the contract and two (2) years after the completion of the services or work, at its expense, insurance with insurance companies authorized and licensed to do business in the state, province or country where the services or work will be performed having at least an A.M. Best's rating of A - VIII, covering all operations under this Subcontract to be performed by Subcontractor, of the kinds and in the minimum amounts required, under the contract as set forth below:

2. Coverage Requirements

<u>COVERAGE</u>	<u>MINIMUM LIMITS</u>
i. Comprehensive General Liability including: <ul style="list-style-type: none"> ➤ Bodily Injury and Property Damage ➤ Contractual Liability <input type="checkbox"/>	\$1,000,000 Combined Single Limit (CSL) occurrence <input type="checkbox"/>
ii. If used in the performance of Subcontractor's services, Comprehensive Automobile Liability Insurance including bodily injury and property damage coverage for: <ul style="list-style-type: none"> ➤ Owned, hired and non-owned automobiles <input type="checkbox"/>	\$1,000,000 Combined Single Limit (CSL) occurrence <input type="checkbox"/>
iii. Umbrella or Excess Liability (will extend to cover Employers Liability, Commercial General Liability and Commercial Auto Liability coverage above) <input type="checkbox"/>	If needed to meet required limit <input type="checkbox"/>
iv. Workers' Compensation including: <ul style="list-style-type: none"> ➤ All States Coverage/Endorsement ➤ Where work or service will be performed on a US base, the following is required: <ul style="list-style-type: none"> • Defense Base Act 	Statutory coverage as required by the laws of the state(s), province(s) or country(s) in which the services or work are to be performed.



<p>➤ Where maritime employment is involved the following are required:</p> <ul style="list-style-type: none">• Longshore and Harbor Workers Compensation• Outer Continental Shelf Act• Maritime Employers Liability• Jones Act <p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>
<p>v. Professional Liability covering the Subcontractor for the negligent performance of its Consulting Services, Engineering/Design Services, or other Professional Services, whichever is applicable.</p> <p><input type="checkbox"/></p>	<p>\$1,000,000 each claim \$1,000,000 aggregate</p> <p><input type="checkbox"/></p>

3. Requirements that must appear in the descriptions of operations box on the certificate:

Evidence of Insurance

Prior to commencing Services or Work, Subcontractor shall furnish East Coast Repair & Fabrication with certificates of insurance to evidence Subcontractor’s compliance with the insurance requirements of this agreement. Renewal certificates of insurance shall be provided to East Coast Repair & Fabrication prior to the expiration dates of the required insurance. The Certificate Holder shall be:

East Coast Repair & Fabrication, LLC

Indemnification

Subcontractor agrees to indemnify, defend, and hold harmless East Coast Repair & Fabrication, its directors, officers, agents, consignees, employees, affiliates and representatives from and against all expenses, damages, claims, suits, settlements, or liabilities of any kind whatsoever, including, but not limited to, breach of warranties, accidents, occurrences, injuries and losses to or any person or property wherever, which arise out of or are connected to the goods and/or services purchased/rendered hereunder on this agreement.

Additional Insured Wording

Subcontractor shall include East Coast Repair & Fabrication, and its Customer as additional insureds under its General Liability and Umbrella/Excess Liability policies.



Waiver of Subrogation

Subcontractor shall waive subrogation against East Coast Repair & Fabrication and its Customer under its General Liability, Umbrella/Excess Liability and Workers Compensation policies.

Primary and Non-Contributory Requirement

Subcontractor's General Liability and Umbrella/Excess Liability policies shall be considered primary and non-contributory with any other valid and collectible insurance carried by East Coast Repair & Fabrication and its Customers.

Cancellation Provision

Subcontractor agrees that each insurance policy shall contain an endorsement that provides for at least thirty (30) days prior notice to East Coast Repair & Fabrication, in the event of any cancellation. In addition, the policies shall also contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Task Order Contracting Officer approves such cancellation or change. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage. Subcontractor agrees not to amend or modify its insurance policies or certificates of insurance where such amendments or modifications would reduce coverage amounts below the requirements of this Subcontractor.