

East Coast Repair & Fabrication, LLC

Tier III Subcontractors

EXHIBIT A
ECR&Fab
TIER III

Insurance Requirements:

1. Insurance Compliance 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 contract, with 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: <input checked="" type="checkbox"/> Bodily Injury and Property Damage <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> Ship Repairer's Legal Liability <input type="checkbox"/> Other	Needed to meet required limit: <input checked="" type="checkbox"/> \$1,000,000 Combined Single Limit (CSL) occurrence <input type="checkbox"/> Other
ii. If used in the performance of Subcontractor's services or vessel owner's docking, Comprehensive Automobile Liability Insurance including bodily injury and property damage coverage for: <input checked="" type="checkbox"/> Owned, hired and non-owned automobiles <input type="checkbox"/> All owned autos	Needed to meet required limit: <input checked="" type="checkbox"/> \$1,000,000 Combined Single Limit (CSL) occurrence <input type="checkbox"/> Other
iii. Umbrella, Bumbershoot, and/or Excess Liability, which will extend to cover excess limits over Employers Liability, Commercial General Liability and Commercial Auto Liability coverages as per above: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>	Needed to meet required limit: <input checked="" type="checkbox"/> 1,000,000 <input type="checkbox"/> 2,000,000 <input type="checkbox"/> 3,000,000 <input type="checkbox"/> 5,000,000 <input type="checkbox"/> Other
iv. Worker's Compensation including: <input checked="" type="checkbox"/> All States Coverage/Endorsement <input checked="" type="checkbox"/> Where work or service will be performed on a Foreign US defense base, the following is required: <ul style="list-style-type: none"> • Defense Base Act <input checked="" type="checkbox"/> Where maritime employment is involved, the following are required: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Longshore and Harbor Workers Compensation <input type="checkbox"/> Outer Continental Shelf Act <input checked="" type="checkbox"/> Maritime Employers Liability (if operations require crew members on non-owned vessels) <input checked="" type="checkbox"/> Jones Act (if operations require crew members on owned vessels) 	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. Federal coverage as required by the laws and regulations of United States Department of Labor
vi. <i>If Subcontractor is providing a Professional service</i> , such as Gas-Freeing, Engineering, or other similar service, Professional liability, covering the Subcontractor for the negligent performance of its Services, Engineering/Design, or other Professional Services, is required. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> \$1,000,000 each claim <input checked="" type="checkbox"/> \$1,000,000 aggregate

3. The following endorsements **must be included** with the Subcontractor's Certificate of Insurance:

- ✓ Additional Insured Wording:
 - Subcontractor shall name **East Coast Repair & Fabrication, LLC**, as additional insureds under its General Liability and Bumbershoot Liability policies.
- ✓ Waiver of Subrogation Requirement:
 - Subcontractor shall waive subrogation against **East Coast Repair & Fabrication, LLC**, under its General Liability, Bumbershoot Liability and Workers Compensation policies.
- ✓ Primary and Non-Contributory Requirement:
 - It is agreed that Subcontractor's General Liability and Bumbershoot Liability policies shall be considered primary and non-contributory of any other valid and collectible insurance carried by **East Coast Repair & Fabrication, LLC**.

4. 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, LLC** in the event of any cancellation. Where services provided are for Government contracts, 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. 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 Subcontract.

5. Evidence of Insurance

Prior to commencing Services or Work, Subcontractor shall furnish **East Coast Repair & Fabrication, LLC** 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, LLC**, prior to the expiration dates of the required insurances. The Certificate Holders shall be **East Coast Repair & Fabrication, LLC**.

6. Additional Requirements for Government Contractors

Subcontractor shall also comply with any terms set forth in FAR clause 52.228-7 entitled "Insurance-Liability to Third Persons" which are in addition to those requirements contained herein.

In addition, based on the services or work rendered, **East Coast Repair & Fabrication, LLC**, may reasonably require additional insurance coverages, and/or limits.

7. No Relief

Neither failure of Subcontractor to comply with any or all of the insurance provisions of these services, nor the failure to secure endorsements or policies as may be necessary to carry out the terms and provisions of this contract, shall be construed to limit or relieve the Subcontractor from any of its obligations under this agreement.

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