

NORTH ATLANTIC SHIP REPAIR LLC
VENDOR INSURANCE REQUIREMENTS
FROM SECTION 15 OF THE TERMS AND CONDITIONS

INSURANCE:

Vendor and its subcontractors of every tier shall, during the term of this Agreement, purchase and maintain at its own expense commercial general liability, statutorily required workers' compensation insurance and other coverages with limits as set forth below. Prime Contractor shall be named as an additional insured on the general and auto liability policies for claims, loss or damage, whether in contract or tort, including claims involving bodily injury to or death of persons, or damage to property for which Vendor owes an indemnity under this Agreement. Vendor shall furnish certificates, and insurance shall be with carriers that may lawfully issue such insurance policies, have an AM Best rating of at least A-VII or a Standard and Poor's rating of at least AA. Certificates of insurance must contain a stipulation that the insurer shall furnish to Prime Contractor 30 days prior written notice of any cancellation of insurance coverage and name Prime Contractor as an additional insured.

Statutory Workers' Compensation Insurance and Employer's Liability Insurance

- A. Coverage: Such insurance shall cover liability arising out of Vendor's employment of workers and anyone for whom Vendor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. USL&H must be provided. Maritime Employer's Liability (Jones Act) coverage must be provided if Vendor is working from watercraft subject to the Jones Act.
- B. Amount of Insurance: Coverage shall be provided with limits of not less than:
- Workers' Compensation: Statutory Limits.
 - Employer's Liability: \$1,000,000 each accident/each disease.
- C. Required Endorsements:
- Waiver of Subrogation in favor of North Atlantic Ship Repair LLC, its subsidiaries, affiliated and interrelated companies and their officers, directors and employees;
 - If Vendor is a Professional Employer Organization (PEO) or temporary staffing agency, Alternate Employer Endorsement in favor of the above parties; and,
 - 30-day notice of cancellation, non-renewal or material reduction in coverage, each to Prime Contractor.

Commercial General Liability Insurance

- A. Coverage: Such insurance shall cover liability arising out of the operations of Vendor including, but not necessarily limited to, liability assumed under this Agreement. Defense shall be as an additional benefit and not included within the limits of liability.
- B. Form: Commercial General Liability Occurrence form (at least as broad as an unmodified ISO Form CG 00 01 04 13 or its equivalent);
- C. Amount of Insurance: Coverage shall be provided with limits of not less than:
- | | |
|---|-------------|
| • Each Occurrence Limit | \$1,000,000 |
| • General Aggregate Limit | \$2,000,000 |
| • Products-Completed Operations Aggregate Limit | \$2,000,000 |
| • Personal and Advertising Injury Limit each occurrence | \$1,000,000 |

D. Required Endorsements:

- Naming as Additional Insured North Atlantic Ship Repair LLC, its subsidiaries, affiliated and interrelated companies and their officers, directors and employees;
- Additional Insured status shall be provided on ISO Form CG 20 10 (11 85) or its equivalent, or under a blanket additional insured endorsement to the policy. If CG 20 10 (11 85) is unavailable to the Vendor, then ISO Forms CG 20 10 (04 13) additional insured for “ongoing operations”, and CG 2037 (04 13) additional insured for “completed operations” will satisfy the additional insured requirement;
- Waiver of Subrogation in favor of the above parties;
- Contractual Liability, including Personal Injury;
- Primary Liability: Coverage as respects the Additional Insured shall be endorsed to be primary and non-contributory with respect to other insurance (CG 20 01); and,
- 30-Day notice of cancellation, non-renewal or material reduction in coverage.

E. Continuing Commercial General Liability Insurance: Vendor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial completion of the work to be performed under the contract.

Automobile Liability Insurance

- A. Coverage: Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).
- B. Form: Business Auto form (at least as broad as an unmodified ISO Form CA 00 01 10 13 or its equivalent).
- C. Amount of Insurance: Coverage shall be provided with a limit of not less than \$1,000,000 per accident.
- D. Required Endorsements:
- Naming as Additional Insured North Atlantic Ship Repair LLC, its subsidiaries, affiliated and interrelated companies and their officers, directors and employees;
 - Waiver of Subrogation in favor of these parties; and,
 - 30-Day notice of cancellation, non-renewal or material reduction in coverage.

Umbrella Liability Insurance

- A. Coverage: Such insurance shall be excess over and be no less broad than all coverage described above and shall include a drop-down provision.
- B. Form: This policy shall have the same inception and expiration dates as the Commercial General Liability insurance and Automobile Liability insurance required above, or in the absence of concurrent policy dates, shall have a non-concurrency endorsement attached.
- C. Amount of Insurance: Coverage shall be provided excess of primary limits for Commercial General Liability insurance and Automobile Liability insurance with a limit of not less than \$1,000,000 each occurrence, \$1,000,000 aggregate, or such higher amounts as required by the contract documents.
- D. Continuing Umbrella Liability Insurance: Vendor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial completion of the work to be performed under the contract.

Additional Insurance Provisions

- A. All premiums, retentions and/or deductibles shall be at the sole cost and expense of the Vendor.

- B. Prior to performing the work, Vendor shall furnish Prime Contractor with a certificate or certificates on the standard ACORD 25 Form evidencing the insurance coverage above required and, upon request, shall furnish North Atlantic Ship Repair LLC certified copies of all such policies.
- C. Certificate Holder shall be as follows: North Atlantic Ship Repair LLC, and its subsidiary companies, 32A Drydock Ave., Boston, MA 02210, Attn: Risk Manager