



Site Supplement

National Aerospace Solutions, LLC.
**Arnold Engineering Development Complex
Test Operations & Sustainment**

1.0 INSURANCE REQUIREMENTS

Unless otherwise specified in this Purchase Order (hereinafter "Order") SELLER 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 and under forms of policies satisfactory to BUYER. SELLER shall deliver to BUYER no later than ten (10) calendar days after Order award, but in any event prior to entering the Jobsite, certificates of insurance as evidence that policies providing such coverage and limits of insurance are in full force and effect. Certificates shall be issued in the form provided by BUYER or if none is provided in a form acceptable to BUYER and provide that not less than thirty (30) calendar days advance written notice will be given to BUYER prior to cancellation, termination or material alteration of said policies of insurance. Certificates shall identify on their face the project name and the applicable Order number.

1.1 Standard Coverage:

- A. Workers' Compensation as required by any applicable law or regulation.
If there is an exposure of injury to SELLER'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.
- B. Employer's Liability of not less than \$1,000,000 each accident.

1.2 General Liability Insurance

- A. Coverage
 - i. SELLER shall carry Commercial General Liability Insurance covering all operations by or on behalf of SELLER providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - a) Premises and Operations;
 - b) Products and Completed Operations; for at least three (3) years following completion of SELLER'S Work;
 - c) Contractual Liability;
 - d) Broad form Property Damage (including Completed Operations);
 - e) Explosion, Collapse and Underground Hazards; and
 - f) Personal Injury Liability.
 - ii. The Commercial General Liability insurance shall be the Occurrence Coverage Form.
- B. Policy Limits
For SELLER'S Commercial General Liability Insurance, the limits of liability for bodily injury, property damage, and personal injury shall be not less than:
\$1,000,000 Combined single limit for Bodily Injury and Property Damage each occurrence;
\$1,000,000 Personal Injury Limit each occurrence;
- C. Additional Insureds
 - i. BUYER, Government, each of their parents, subsidiaries and affiliates, and the offices, directors and employees of each such entity (collectively "Government Group") shall be named as Additional Insureds under the Commercial General Liability Insurance policy, required under this clause, but only with respect to liability arising out of the operations for BUYER and Government by or for SELLER. Such insurance shall include an Insurer's waiver of subrogation in favor of the Additional Insureds, be primary as regards any other coverage maintained for or by the Additional Insureds, and shall contain a cross-liability or severability of interest clause.
 - ii. Any insurance maintained by BUYER, and Government their subsidiaries and affiliates, and their officers, directors and employees, is excess of, and shall not in any manner contribute to, any insurance provided on their behalf as Additional Insureds under insurance provided by the SELLER under this Order regardless of whether such SELLER- provided insurance is written on a primary, excess or umbrella basis.

1.3 Automobile Liability Insurance including coverage for the operation of any vehicle to include, but not limited to, owned, hired and non-owned.

- A. The combined single limit for Bodily Injury and Property Damage Liability shall be not less than \$1,000,000 for any one accident or loss.

- B. SELLER'S Automobile Liability Insurance shall include coverage for Automobile Contractual Liability.
- 1.4 In the event SELLER maintains insurance covering loss or damage to equipment, tools or any other property of SELLER such insurance shall include an Insurer's waiver of subrogation in favor of BUYER, and Government and their subsidiaries and affiliates.
- 1.5 Related Obligations:
- A. The requirements contained herein as to types and limits, as well as BUYER'S approval of insurance coverage to be maintained by SELLER, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SELLER under this Order.
- B. The Certificates of Insurance must provide clear evidence that SELLER'S Insurance Policies contain the minimum limits of coverage and the special provisions prescribed in this clause.
- C. Neither BUYER, nor Government is maintaining any insurance on behalf of SELLER covering against loss or damage to the Work or to any other property of SELLER unless otherwise specifically stated herein and as may be described by appendix hereto.
- 1.6 Notifications:
- In accordance with the submittal requirements outlined above, SELLER shall deliver the original and two (2) copies of the Certificate(s) of Insurance, including copies of the Additional Insured and Waiver of Subrogation Endorsements, required by this clause and all subsequent notices of cancellation, termination and alteration of such policies to:

National Aerospace Solutions, LLC 100 Kindel Drive
Arnold AFB, TN 37389
Attention: BUYER'S Representative
Order No.: TBD

2.0 INDEMNITY

- 2.1 SELLER hereby releases and shall indemnify, defend and hold harmless BUYER, GOVERNMENT and their subsidiaries and affiliates and the officers, agents, employees, successors and assigns and authorized representatives of all the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs, expenses, and losses of whatsoever kind or nature in connection with or incidental third party claims for personal injury or property damage to the performance of this Order, whether arising before or after completion of the Work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of SELLER, its lower-tier suppliers, Orderers or of anyone acting under its direction or control or on its behalf.
- 2.2 The foregoing shall include, but is not limited to, indemnity for:
Property damage and injury to or death of any person, including employees of BUYER, GOVERNMENT or SELLER.
- 2.3 BUYER, Government and the insurers of each, shall not financially contribute in any way to defense and indemnity obligations of SELLER, whether or not covered by insurance.
- 2.4 SELLER'S aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in- the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or negligence of the party released, indemnified or held harmless.
- 2.5 SELLER specifically waives any immunity provided against this indemnity by an industrial insurance or workers' compensation statute.

3.0 PROJECT REQUIREMENTS

- 3.1 The Project requirements regarding special work and security, background checks, badging, escorting rules, personal vehicles, vehicle registration, gasoline, chemical limited area, waste recycling, traffic control, drug and alcohol screening, radio transmissions, emergency response authority, Project work schedule and other topics. Seller representative shall be escorted at all times.
- 3.2 Project requirement documents are available upon request from the Buyer.

4.0 SAFETY, HEALTH AND SECURITY

- 4.1 SELLER shall adopt and proceed in accordance with BUYER'S Safety and Health (S&H) requirements. Safety documents are available via the NAS website at <http://nas-llc.us/supplierportal.htm>
- 4.2 SELLER'S failure to correct an unsafe condition after notice thereof shall be grounds for an order to suspend the affected operations until the unsafe condition is corrected and, if the violation continues, termination under the provisions of this Order.

5.0 PERMITS

Except as otherwise specified, SELLER shall procure and pay for all permits, licenses, certifications and other applicable governing authority requirements and inspections, other than inspections performed by BUYER, or permits which by law or regulation must be acquired by BUYER. SELLER shall furnish any documentation, bonds, securities or deposits or assistance required to allow performance of the Work.