

Insurance Requirements for: Subcontractors of work for S23 Holdings, LLC / River Port, LLC and Affiliates.**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.

SUBCONTRACTOR CLASSIFICATIONS

Subcontractor Tier Group	Scope of Work
Tier 1	Ship Repair operations - including hot work, confined space, gas freeing, painting, scaffolding, temporary labor, owned vessel operations, and other high hazard operations
Tier 2	Other than high hazard Ship Repair operations - including HVAC, ductwork, minor electrical/equipment repair, etc.
Tier 3	OEM tech reps and others who perform operations which are low hazard with minimal exposure to injury or property damage

*S23 Holdings, LLC/River Port, LLC and Affiliates has final determination in tier classification.

2. **Coverage Requirements** (Select Tier Group based on Subcontractor Classifications above)

TIER 1

COVERAGE	MINIMUM LIMITS
i. Comprehensive General Liability including: <input checked="" type="checkbox"/> Bodily Injury and Property Damage <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Ship Repairer's Legal Liability <input checked="" type="checkbox"/> Other	Needed to meet required limit: <input checked="" type="checkbox"/> \$1,000,000 Combined Single Limit (CSL) occurrence <input checked="" type="checkbox"/> Other - \$1,000,000 Sudden & Accidental Pollution Including: Third Party Action Over, Other Work, and Traveling Workmen Endorsement
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 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 checked="" type="checkbox"/> Where maritime employment is involved the following are required: Bumbershoot Liability	Needed to meet required limit: <input type="checkbox"/> 1,000,000 <input type="checkbox"/> 2,000,000 <input type="checkbox"/> 3,000,000 <input checked="" type="checkbox"/> 5,000,000 <input type="checkbox"/> Other
iv. Worker's Compensation including: <input checked="" type="checkbox"/> All States Coverage/Endorsement <input type="checkbox"/> Where work or service will be performed on a US 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: <input checked="" type="checkbox"/> Longshore and Harbor Workers Compensation <input type="checkbox"/> Outer Continental Shelf Act <input checked="" type="checkbox"/> Maritime Employers Liability (for "non-owned" vessel crew) <input checked="" type="checkbox"/> Jones Act (for "owned" vessel crew)	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. Employers Liability: <input checked="" type="checkbox"/> 1,000,000 – bodily injury by accident <input checked="" type="checkbox"/> 1,000,000 – bodily injury by disease – each accident <input checked="" type="checkbox"/> 1,000,000 – bodily injury by disease - aggregate Federal coverage as required by the laws and regulations of United States Department of Labor
v. If Subcontractor is providing a Professional service, 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

TIER 2

COVERAGE	MINIMUM LIMITS
<p>i. Comprehensive General Liability including:</p> <p><input checked="" type="checkbox"/> Bodily Injury and Property Damage</p> <p><input checked="" type="checkbox"/> Contractual Liability</p> <p><input checked="" type="checkbox"/> Ship Repairer's Legal Liability</p> <p><input type="checkbox"/> Other</p>	<p>Needed to meet required limit:</p> <p><input checked="" type="checkbox"/> \$1,000,000 Combined Single Limit (CSL) occurrence</p> <p><input type="checkbox"/> Other</p> <p>Including: Other Work and Traveling Workmen Endorsements</p>
<p>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:</p> <p><input checked="" type="checkbox"/> Owned, hired and non-owned automobiles</p> <p><input type="checkbox"/> All owned autos</p>	<p>Needed to meet required limit:</p> <p><input checked="" type="checkbox"/> \$1,000,000 Combined Single Limit (CSL) occurrence</p> <p><input type="checkbox"/> Other</p>
<p>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:</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Where maritime employment is involved the following are required: Bumbershoot Liability</p>	<p>Needed to meet required limit:</p> <p><input type="checkbox"/> 1,000,000</p> <p><input checked="" type="checkbox"/> 2,000,000</p> <p><input type="checkbox"/> 3,000,000</p> <p><input type="checkbox"/> 5,000,000</p> <p><input type="checkbox"/> Other</p>
<p>iv. Worker's Compensation including:</p> <p><input checked="" type="checkbox"/> All States Coverage/Endorsement</p> <p><input type="checkbox"/> Where work or service will be performed on a US base, the following is required:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Defense Base Act <p><input checked="" type="checkbox"/> Where maritime employment is involved the following are required:</p> <p><input checked="" type="checkbox"/> Longshore and Harbor Workers Compensation</p> <p><input type="checkbox"/> Outer Continental Shelf Act</p> <p><input type="checkbox"/> Maritime Employers Liability</p> <p><input type="checkbox"/> Jones Act</p>	<p>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> <p>Employers Liability:</p> <p><input checked="" type="checkbox"/> 1,000,000 – bodily injury by accident</p> <p><input checked="" type="checkbox"/> 1,000,000 – bodily injury by disease – each accident</p> <p><input checked="" type="checkbox"/> 1,000,000 – bodily injury by disease - aggregate</p> <p>Federal coverage as required by the laws and regulations of United States Department of Labor</p>
<p>v. If Subcontractor is providing a Professional service, 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.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><input checked="" type="checkbox"/> \$1,000,000 each claim</p> <p><input checked="" type="checkbox"/> \$1,000,000 aggregate</p>

TIER 3

COVERAGE	MINIMUM LIMITS
<p>i. Comprehensive General Liability including:</p> <p><input checked="" type="checkbox"/> Bodily Injury and Property Damage</p> <p><input checked="" type="checkbox"/> Contractual Liability</p> <p><input type="checkbox"/> Ship Repairer's Legal Liability</p> <p><input type="checkbox"/> Other</p>	<p>Needed to meet required limit:</p> <p><input checked="" type="checkbox"/> \$1,000,000 Combined Single Limit (CSL) occurrence</p> <p><input type="checkbox"/> Other</p>
<p>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:</p> <p><input checked="" type="checkbox"/> Owned, hired and non-owned automobiles</p> <p><input type="checkbox"/> All owned autos</p>	<p>Needed to meet required limit:</p> <p><input checked="" type="checkbox"/> \$1,000,000 Combined Single Limit (CSL) occurrence</p> <p><input type="checkbox"/> Other</p>
<p>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:</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Where maritime employment is involved the following are required: Bumbershoot Liability</p>	<p>Needed to meet required limit:</p> <p><input checked="" type="checkbox"/> 1,000,000</p> <p><input type="checkbox"/> 2,000,000</p> <p><input type="checkbox"/> 3,000,000</p> <p><input type="checkbox"/> 5,000,000</p> <p><input type="checkbox"/> Other</p>
<p>iv. Worker's Compensation including:</p> <p><input checked="" type="checkbox"/> All States Coverage/Endorsement</p> <p><input type="checkbox"/> Where work or service will be performed on a US base, the following is required:</p> <ul style="list-style-type: none"> Defense Base Act <p><input checked="" type="checkbox"/> Where maritime employment is involved the following are required:</p> <p><input checked="" type="checkbox"/> Longshore and Harbor Workers Compensation</p> <p><input type="checkbox"/> Outer Continental Shelf Act</p> <p><input type="checkbox"/> Maritime Employers Liability</p> <p><input type="checkbox"/> Jones Act</p>	<p>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> <p>Employers Liability:</p> <p><input checked="" type="checkbox"/> 1,000,000 – bodily injury by accident</p> <p><input checked="" type="checkbox"/> 1,000,000 – bodily injury by disease – each accident</p> <p><input checked="" type="checkbox"/> 1,000,000 – bodily injury by disease - aggregate</p> <p>Federal coverage as required by the laws and regulations of United States Department of Labor</p>
<p>v. If Subcontractor is providing a Professional service, 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.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p><input checked="" type="checkbox"/> \$1,000,000 each claim</p> <p><input checked="" type="checkbox"/> \$1,000,000 aggregate</p>

3. Copies of the following endorsements **must be included** with the Subcontractor's Certificate of Insurance (for all subcontracting tiers):

- ✓ Additional Insured Wording:
 - Subcontractor shall name **S23 Holdings, LLC / River Port, LLC & Affiliates** as additional insureds under its General Liability and Bumbershoot Liability policies.
- ✓ Waiver of Subrogation Requirement:
 - Subcontractor shall waive subrogation against **S23 Holdings, LLC / River Port, LLC & Affiliates** 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 **S23 Holdings, LLC / River Port, LLC & Affiliates**.

4. Cancellation Provision (for all subcontracting tiers):

Subcontractor agrees that each insurance policy shall contain an endorsement that provides for at least thirty (30) days prior notice to **S23 Holdings, LLC / River Port, LLC & Affiliates**, 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 (for all subcontracting tiers):

Prior to commencing Services or Work, Subcontractor shall furnish **S23 Holdings, LLC / River Port, LLC & Affiliates** with certificates of insurance to evidence Subcontractor's compliance with the insurance requirements of this agreement. Renewal certificates of insurance shall be provided to **S23 Holdings, LLC / River Port, LLC & Affiliates** prior to the expiration dates of the required insurances. The Certificate Holder shall be **S23 Holdings, LLC / River Port, LLC & Affiliates**

6. Additional Requirements for Government Contractors (for all subcontracting tiers):

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, **S23 Holdings, LLC / River Port, LLC & Affiliates** may reasonably require additional insurance coverages and/or limits.

7. No Relief (for all subcontracting tiers):

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.