

## 1. INSURANCE REQUIREMENTS FOR ON-SITE WORK AT THE NATIONAL SECURITY CAMPUS (Clause G-34.2) (August 2014)

- (a) Seller shall, at its own expense, provide and maintain during the entire performance period of this purchase order/contract at least the types and minimum amounts of insurance identified below.
- (b) Before commencing work under this purchase order/contract, Seller shall provide the Buyer with a certificate of insurance validating that the required insurance has been obtained. The policies evidencing the required insurance shall contain an endorsement to the effect that any cancellation or material change adversely affecting Buyer's interests shall not be effective:
  - (1) Until 30 days after the insurer or the Seller gives written notice to the Buyer, or;
  - (2) For such longer period as may be prescribed by the laws of the State in which this purchase order/contract is to be performed, whichever period is longer.
- (c) Seller agrees that its general liability insurers shall waive rights of subrogation against Buyer, its employees, elected officials, agents, or representatives. Seller expressly understands and agrees that any coverage's and limits furnished by Seller shall in no way limit Seller's liabilities and responsibilities hereunder. Seller understands and agrees that Seller's insurance is primary and any insurance maintained by Buyer shall not contribute with insurance provided by Seller.
- (d) Seller shall insert the substance of this article, including this paragraph (c), in subcontracts under this purchase order/contract that require work on the Buyer's premises and shall require subcontractors to provide and maintain the insurance specified herein. Additionally, the Seller shall maintain a copy of all subcontractor proofs of insurance, and shall make copies available to Buyer upon request.
- (e) Insurance Coverage:
  - (1) Commercial General Liability Insurance
    - a. Limits not less than \$1,000,000 each occurrence/\$2,000,000 general aggregate. Completed operations are to be maintained for a period of time after acceptance of work -- five (5) years or applicable state statute..
  - (2) Excess Liability Coverage Insurance
    - a. Limits not less than \$10,000,000 each occurrence excess of GL
  - (3) Workers Compensation Insurance
    - a. W/C and Employers Liability per state statute
  - (4) Comprehensive Automobile Liability
    - a. On Occurrence basis covering all Owned, Non-Owned and Hired Vehicles with liability limits equal to at least \$1,000,000 Combined Single Limit.
  - (5) All Risk property
    - a. Insurance on Seller's tools, equipment and builders risk on materials used for all projects. The Buyer shall not be responsible for, nor shall it insure, the property of the Seller.
  - (6) Contractors Pollution Liability
    - a. Insurance for third-party claims for bodily injury and property damage with limits at least \$1,000,000 each occurrence/\$2,000,000 aggregate. Include remediation costs stemming from pollution incidents resulting from the Seller's operations.
  - (7) Errors and Omissions/Professional Liability
    - a. Limits of not less than \$10,000,000 for all consultants, design, architectural, engineering and other professionals.

## (8) Additional Requirements

- a. Best's Rating A-VII or better
- b. Primary and Non Contributory, 10 days for non-payment
- c. 30 days notice of cancellation, 10 days for non-payment
- d. Name the following entities as additional insured with respect to all liability coverage:
  - i. The Planned Industrial Expansion  
Authority of Kansas City  
20 E. 5<sup>th</sup> Street, Suite 200  
Kansas City, Missouri 64106
  - ii. City of Kansas City  
City Attorney's Office  
414 E. 12<sup>th</sup> Street, 28<sup>th</sup> Floor  
Kansas City, Missouri 64106
  - iii. The Industrial Development Authority  
Of the City of Kansas City, Missouri  
20 East 5<sup>th</sup> Street, Suite 200  
Kansas City, MO 64106
  - iv. Wells Fargo Bank Northwest, National Association, as Trustee  
299 South Main Street, 12<sup>th</sup> Floor  
Salt Lake City, UT 84111
  - v. General Services Administration  
Heartland Region  
1500 E Bannister Road  
Kansas City, MO 64131
  - vi. CenterPoint Zimmer LLC  
1808 Swift Drive  
Oak Brook IL 60523
  - vii. Honeywell Federal Manufacturing & Technologies, LLC  
14520 Botts Road  
Kansas City, MO 64147
  - viii. National Nuclear Security Administration  
14520 Botts Road  
Kansas City, MO 64147