

ADDENDUM TO STANDARD TERMS & CONDITIONS OF PURCHASE ORDERS;

INDEMNIFICATION & LIABILITY INSURANCE

CUBRC PO#

INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless CUBRC and its consultants, agents and employees of any of them (individually or collectively, "Indemnitee") from and against all claims, damages, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of or in any way connected with the performance or lack of performance of the work under the agreement and/or any change orders or additions to the work included in the agreement, provided that any such claim, damage, liability, loss or expense is attributable to bodily injury, sickness, disease or death, or physical injury to tangible property including loss of use of that property, or loss of use of tangible property that is not physically injured, and caused in whole or in part by any actual or alleged:

-Act or omission of the Contractor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable; or
-Violation of any statutory duty, regulation, ordinance, rule or obligation by an Indemnitee provided that the violation arises out of or is in any way connected with the Contractor's performance or lack of performance of the work under the agreement.

The Contractor's obligations under this Article shall apply regardless of whether or not any such claim, damage, liability, loss or expense is or may be attributable to the fault or negligence of the Contractor. In the event that an Indemnitee is determined to be any percent negligent pursuant to any verdict or judgment, Contractor's obligation to indemnify the Indemnitee for any amount, payment, judgment, settlement, mediation or arbitration award shall extend to the percentage of negligence of the Contractor and anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable.

In any and all claims against an Indemnitee by any employee of the Contractor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable, the obligations under this Article shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations under this Article shall not be limited in any way by the amount or type of insurance required to be provided to or for the benefit of an Indemnitee as described in the Insurance Requirements section of this agreement.

The obligations under this Article shall not be construed to negate, abridge or reduce any other right or obligation that would otherwise exist as to any person or entity described in this Article.

If any portion of this Article is declared unlawful or void by a court of competent jurisdiction, the remaining portions shall remain in full force and effect.

INSURANCE REQUIREMENTS: At no additional cost to CUBRC, the Contractor shall purchase and maintain, for the duration of this Purchase order, the insurance policies with policy limits not less than those indicated below with financially responsible insurance companies.

- 1) General Liability (GL) with limits of insurance of not less than \$1,000,000 for each occurrence and \$2,000,000 Annual Aggregate. GL coverage shall cover liability arising from contractual liability, premises, operations, independent Subcontractors, products-completed operations, and personal and advertising injury. If the GL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- 2) Business Automobile Liability (AL) coverage for bodily injury and property damage liability for all owned, leased, hired, or non-owned vehicles, with limits of insurance of not less than \$1,000,000 each accident.
- 3) Workers Compensation (WC) with limits as imposed by laws of any State in which the work is to be performed, including where applicable, coverage under the United States Longshoremen's and Harbor Workers' Act (USL&H), the Jones Act, and the Defense Base Act (DBA).
- 4) Employers Liability (EL), coverage for injuries to employees not covered by workers' compensation, with limits of insurance of not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.

Waiver of Subrogation:

Contractor waives all rights against CUBRC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by GL, AL, WC and EL insurance maintained per the requirements stated above.

CUBRC as an Additional Insured:

CUBRC and Calspan Corporation shall be included as Additional Insureds on the Contractor's GL and AL policy. The coverage for the Additional Insured shall apply as primary and non-contributing insurance before any insurance or self-insurance, including any deductible, maintained by, or provided to, the Additional Insured.

Certificate of Insurance:

A Certificate of Insurance evidencing the coverage required by this Purchase order shall be submitted to CUBRC upon request. In addition, the Additional Insured requirement shall be submitted to CUBRC upon request.

Notice of Cancellation or Coverage Modification:

No insurance policy required above will be cancelled, allowed to expire or reduced in coverage without at least 30 days prior written notice to CUBRC.