

PURCHASE ORDER ATTACHMENT SA-004

INSURANCE PROTECTION, INDEMNIFICATION, AND SECURITY REQUIREMENTS

1. Prior to initiation of work, Seller shall deposit with Buyer's Purchasing Representative evidence of adequate insurance protection in the form of certificates. The amounts shall not be less than the amounts specified below, or such other amounts as specified in advance in writing by Buyer's Insurance Office.

<u>INSURANCE COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
A. Workers' Compensation	Statutory
B. Employer's Liability	\$500,000 Each Accident \$500,000 Disease - Policy Limit \$500,000 Disease - Each Employee
C. General Liability (Bodily Injury & Property Damage)	\$500,000 Combined Single Limit Each Occurrence
D. Automobile Liability (Bodily Injury & Property Damage)	\$500,000 Combined Single Limit Each Occurrence

However, if the Seller is performing construction work for the Buyer, the insurance amounts shall not be less than those specified below:

<u>INSURANCE COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
A. Workers' Compensation	Statutory
B. Employer's Liability	\$1,000,000 Each Accident \$1,000,000 Disease - Policy Limit \$1,000,000 Disease - Each Employee
C. General Liability (Bodily Injury & Property Damage)	\$5,000,000 Combined Single Limit Each Occurrence
D. Automobile Liability (Bodily Injury & Property Damage)	\$5,000,000 Combined Single Limit Each Occurrence

2. Seller agrees to waive any rights of subrogation which Seller may have against Buyer under applicable Worker's Compensation Statutes. The insurance certificates must include Buyer as an additional insured on policies shown in I.C and I.D. All certificates of insurance shall provide that the insurer give thirty (30) days written notice to the Buyer prior to the effective date of expiration, any material change, or cancellation. Said notice shall be submitted to Buyer's Purchasing Representative.
3. Notwithstanding the foregoing requirements, Seller shall indemnify and hold harmless Buyer, its officers,

The text of this document shall not be changed except by written agreement between Buyer and Seller

employees, agents, and invitees from and against all claims, judgments, liabilities, losses, injuries, and damages of every nature (including incidental costs and expenses) caused by the negligent acts or omissions to act by the Seller, its officers, employees, agents, invitees or vendors, directly or indirectly arising out of the performance of this purchase order or any negligent act of failure to act by subcontractors or suppliers of the Seller.

4. Seller and its employees shall comply with all applicable State and local laws, ordinance codes and regulations, and all applicable Federal Laws, Executive Orders, and Government Regulations; and Seller hereby indemnifies and agrees to hold Buyer harmless from and against all liabilities and penalties imposed for failure to do so.
5. Seller agrees that all its personnel who, pursuant to this purchase order, will be on Buyer's premises shall have appropriate authorization issued by Buyer's Security Office prior to being accorded access to Buyer's premises. Buyer will furnish the necessary security forms and Seller shall secure their execution and return to Buyer's Security Office at least twenty-four (24) hours prior to the desired access to premises. Denial of access because of failure to comply with Buyer's security procedures shall not be the basis of a claim for breach, nor substantiate any other claim whatsoever by the Seller.

END OF DOCUMENT