

## ATTACHMENT "I" INSURANCE REQUIREMENTS

Contractor shall procure and maintain, at its own expense, and shall require its Subcontractor(s), if any, to procure and maintain for the duration hereunder the insurance coverage meeting or exceeding the requirements set forth below:

**1. Minimum Scope of Insurance** -- Coverage shall be at least as broad as the following:

**A. Commercial General Liability Insurance:** Shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If a 1973 edition ISO form must be used by the insurer, the broad form comprehensive general liability (BFCGL) endorsement shall be included. Additionally, the policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. The policy of insurance shall contain or be endorsed to include the following:

- (i) Premises/Operations;
- (ii) Products/Completed Operations;
- (iii) Contractual;
- (iv) Independent Contractors;
- (v) Broad Form Property Damage;
- (vi) Personal and Advertising Injury;
- (vii) Separation of Insureds (Severability of Interest);

(viii) The policy shall be endorsed using ISO form CG 20 10 ~~11-85~~ (or a substitute form providing equivalent coverage) so as to include United States Steel Corporation (hereinafter "USS") and its affiliates, including all units, divisions and subsidiaries as Additional Insureds on a primary and non-contributory basis. The coverage shall contain no special limitations on the scope of protection afforded to said Additional Insured.

(ix) Waiver of subrogation shall be provided to the benefit of all Additional Insureds, as aforesaid.

(x) No XCU (explosion, collapse, underground) exclusion.

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- (xi) For any claims related herein for liability caused in whole or in part by the Contractor, the Contractor's and its Subcontractor's insurance shall be primary and non-contributory respecting the aforesaid Additional Insureds. Any insurance or self-insurance maintained by USS shall be in excess of the Contractor's and its Subcontractor's insurance and shall not contribute with it.
- (xii) The policy shall not contain any provision, definition, or endorsement which would serve to eliminate third-party action over claims.
- (xiii) The policy shall not be endorsed to include ISO endorsement form CG 24 26 or any similar provision.
- (xiv) Self-funded or other non-risk transfer insurance mechanisms are not normally acceptable to USS. If the Contractor and/or Subcontractor has such a program, full disclosure must be made to USS prior to any consideration being given.

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**SPECIAL NOTE:** If watercraft are used in connection with operations, evidence of watercraft liability coverage is required, subject to USS's approval.

**B. Automobile Liability Insurance:** As specified by ISO form number CA 0001, Symbol I (any auto), with an MCS 90 endorsement and a CA 99 48 endorsement attached if hazardous materials or waste are to be transported. This policy shall be endorsed to include USS and its affiliates, including all units, divisions and subsidiaries as Additional Insureds, and to include waiver of subrogation to the benefit of all Additional Insureds, as aforesaid.

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**C. Workers' Compensation Insurance:** As required by the State or Commonwealth in which work is being done, and in accordance with any applicable Federal laws, including Employer's Liability Insurance and/or Stop Gap Liability coverage as per below limits. Where not otherwise prohibited by law, this policy shall be endorsed to include waiver of subrogation to the benefit of USS and its affiliates, including all units, divisions and subsidiaries.

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**D. Employer's Liability and/or Stop Gap Liability Coverage:** Coverages per accident, disease-policy limit, and disease each employee.

**Note Relating to Items C. and D. Above - Operations on or near water require the following: Statutory Workers' Compensation/USL&H coverage, Employer's Liability including Maritime Employer's Liability coverage.**

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**E. Errors and Omissions Professional Liability Insurance:** Coverage should be for a negligent professional error, act or omission arising out of the extent caused by the Contractor's performance of work hereunder. The policy form may not exclude coverage for bodily injury, property damage, claims arising out of the extent caused by laboratory analysis, pollution or the operations of a treatment facility, to the extent these items are applicable under the scope of work hereunder. This policy shall be endorsed to include waiver of subrogation to the benefit of USS and its affiliates, including all units, divisions and subsidiaries. If coverage is on a claims-made form, Contractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than threefive (35) years from the time that the work hereunder has been completed.

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**F. Environmental Impairment Contractor's Pollution Liability Insurance:** Covering damage to the environment, both sudden and non-sudden, caused by the emission, disposal, release, seepage, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, the atmosphere or any water course or body of water; or the generation of odor, noises, vibrations, light, electricity, radiation, changes in temperature, or any other sensory phenomena. Such insurance shall contain or be endorsed to include:

- (i) Property damage, including loss of use, injury to or destruction of property;
- (ii) Cleanup costs which shall include operations designed to analyze, monitor, remove, remedy, neutralize, or clean up any released or escaped substance which has caused environmental impairment or could cause environmental impairment if not removed, neutralized or cleaned up.
- (iii) Personal Bodily injury, which shall include bodily injury, sickness, disease, mental anguish, shock or disability sustained by any person, including death resulting therefrom.
- (iv) USS and its affiliates, including all units, divisions and subsidiaries as Additional Insureds, on a primary and non-contributory basis.
- (v) Waiver of Subrogation in favor of USS and its affiliates, including all units, divisions and subsidiaries.

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If the Contractor's Pollution Liability Environmental Impairment Insurance is on a claims-made form, Contractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than threefive (35) years from the time that the work hereunder has been completed.

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**G. Cyber Liability:**

**1. Errors and Omissions Professional Liability Insurance Including Cyber Risks:** Covering professional negligent error, act or omission, including Cyber Risk Exposures as defined below, arising out of Contractor's performance of work hereunder. The policy form may not exclude coverage for bodily injury, property damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility; to the extent these items are applicable under the scope of work hereunder. This policy shall be endorsed to include United States Steel and its affiliates, including all units, divisions and subsidiaries as Additional Insureds and Loss

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Payee on a primary and non-contributory basis for all Cyber Risk coverage. It shall also include a waiver of subrogation to the benefit of United States Steel and its affiliates, including all units, divisions and subsidiaries. If coverage is on a claims-made form, Contractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than ~~three~~ <sup>five</sup> (35) years from the time that the work hereunder has been completed. Cyber Risk Exposures include but are not limited to Network Security Liability, Privacy Liability, Electronic Media Liability, Business Income and Extra Expense, Dependent Business Income and Extra Expense, Intangible Loss, Public Relations Loss and Extortion Loss.

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2. **Cyber Liability Insurance:** Coverage shall be for Cyber Risk exposures arising out of the Contractor's performance of work hereunder. Policy shall include coverage for third party liability including network security liability, privacy liability and media liability; first party privacy expenses including breach response costs, consumer notices, consumer identity protection and restoration expenses, privacy regulatory actions; and first party network interruption including cyber extortion, business interruption, dependent business interruption and data restoration. ~~This policy shall be endorsed to include United States Steel and its affiliates, including all units, divisions and subsidiaries as Additional Insureds on a primary and non-contributory basis, coverage shall not be excluded for claims by an additional insured against an insured. The policy shall also include a Waiver of Subrogation to the benefit of United States Steel and its affiliates, including all units, divisions and subsidiaries.~~

H. **Unmanned Aircraft Systems (UAS) Drone Liability Insurance:** Operator shall maintain, at its own cost and expense, during the term of the agreement, unmanned aircraft liability insurance including bodily injury and property damage liability and personal injury & advertising injury liability coverage as per below limits. This policy shall be endorsed to include U. S. Steel and its affiliates, including all units, divisions and subsidiaries as Additional Insureds, and to include waiver of subrogation to the benefit of all Additional Insureds, as aforesaid. With respect to the interests of any Additional Insured, the operator's policy shall not be invalidated by any breach of warranty by the Operator.

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2. **Minimum Limits of Insurance** – Contractor and its Subcontractor(s) shall maintain limits no less than:

A. **Commercial General Liability:** Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$5,000,000 each occurrence for personal injury and property damage; \$5,000,000 each occurrence and aggregate for products and completed operations; \$5,000,000 general aggregate. The limits and coverage requirements may be revised at the option of USS.

B. **Automobile Liability Insurance:** Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 per accident for bodily injury and property damage, \$5,000,000 if hazardous materials or substances are to be transported.

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C. **Workers' Compensation:** As required by the State or Commonwealth in which the work will be performed, and as required by any applicable Federal laws.

D. **Employer's Liability and/or Stop Gap Liability Coverage and/or Employer's Liability including Maritime Employer's Liability:** \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee. (May include Umbrella coverage.)

E. **Errors and Omissions Professional Liability Insurance:** \$2,000,000 per ~~loss~~claim; \$4,000,000 annual aggregate limit

F. **Contractor's Pollution Liability**~~Environmental Impairment Insurance:~~ \$5,000,000 ~~combined single limit per loss~~per claim and aggregate. The limits and coverage requirements may be revised at the option of USS.

G. **Cyber Liability -**

1. **Errors and Omissions Professional Liability Insurance including Cyber Risks:** \$2,000,000 per loss; \$4,000,000 annual aggregate limit.

2. **Cyber Liability Insurance:** Limits shall not be less than \$5,000,000 each claim; \$5,000,000 annual aggregate.

H. **Unmanned Aircraft Systems (UAS) Drone Liability Insurance:** \$5,000,000 each occurrence.

3. **Deductibles and Self-Insured Retentions** -- All insurance coverage carried by Contractor and its Subcontractor(s) shall extend to and protect USS, its subsidiaries and/or affiliates to the full amount of such coverage where included as additional insureds, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of Contractor and its Subcontractor(s).

4. **Rating of Insurer** -- The Contractor and its Subcontractor(s) will only use insurance companies acceptable to USS and authorized to do business in the state or area in which the work hereunder is to be performed. Insurers must have a minimum rating of A-, Class VII, as evaluated by the most current A.M. Best rating guide. If the insurer has a rating less than an A-, Class VII, the Contractor must receive specific written approval from USS prior to proceeding.

5. **Other Insurance Provisions**

A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, or certificate holder deleted as additional insured except after provide thirty (30) days prior written notice of cancellation or non-renewal by certified mail, return receipt requested, has been given to USS, except ten (10) days prior written notice of cancellation due to nonpayment of premium.

B. These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor and its Subcontractor(s) shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

C. The above-described insurance coverage to be provided by Contractor and its Subcontractor(s) hereunder will extend coverage to all work or services performed by the Contractor hereunder.

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**D.** The obligation of the Contractor and its Subcontractor(s) to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the Contractor and its Subcontractor(s) hereunder.

**E.** In the event Contractor and its Subcontractor(s), or its insurance carrier defaults on any obligations hereunder, Contractor and its Subcontractor(s) agree that they will be liable for all reasonable expenses and attorneys' fees incurred by USS to enforce the provisions hereunder.

**6. Evidence of Coverage**

**A.** Contractor shall furnish to USS copies of the endorsements effecting the coverage required by this specification. Additionally, ***prior to the commencement of any work or services on USS's Premises***, Contractor shall furnish to USS Certificates of Insurance evidencing full compliance with the requirements herein. The Certificates of Insurance must show that the required insurance is in force, the amount of the carrier's liability thereunder, and must further provide that USS will be given thirty (30) days advance written notice of any cancellation ~~or reduction in coverage or in limits, or deletion of the certificate holder herein as an Additional Insured under the policies, except ten (10) days advance written notice of cancellation due to nonpayment of premium.~~ Contractor shall also carry such additional insurance as USS may specify in connection with the contractor's performance of its obligations under this agreement.

**B.** All Certificates of Insurance shall be in form and content acceptable to USS and shall be submitted to USS in a timely manner so as to confirm Contractor's full compliance with the insurance requirements stated hereunder.

**C.** Any failure on the part of USS to pursue or obtain the Certificates of Insurance required hereunder from Contractor and/or the failure of USS to point out any non-compliance of such Certificates of Insurance shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve Contractor of any of its obligations or liabilities hereunder. Moreover, acceptance by USS of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor for performance hereunder. The Contractor is responsible for any losses, claims, and/or costs of any kind which their insurance does not cover, to the extent of Contractor's liability.

**D.** In addition to its other remedies, USS may, at its sole option and without liability to Contractor, suspend the work and/or exclude Contractor from USS's premises until Contractor furnishes satisfactory evidence of its full compliance with the provisions hereunder.

**7. Subcontractors -- *Prior to the commencement of any work or services on USS's Premises*, Contractor shall be responsible to obtain separate Certificates of Insurance from each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.**

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