

A REIMBURSABLE AGREEMENT

Between The

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE
CENTER FOR OPERATIONAL OCEANOGRAPHIC PRODUCTS
AND SERVICES**

And

BROWARD COUNTY, FLORIDA

For The

**INSTALLATION, MANAGEMENT, OPERATION, MAINTENANCE,
AND REPAIR OF NOAA'S
PORT EVERGLADES PHYSICAL
OCEANOGRAPHIC REAL-TIME SYSTEM (PORTS®)**

NOS Agreement Code: MOA-2023-046(#12583)

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I. PARTIES AND PURPOSE

- A. This Agreement (“Agreement”) is between the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), through the Center for Operational Oceanographic Products and Services (CO-OPS), and Broward County, a political subdivision of the State of Florida (“County”), collectively referred to as the “Parties”.
- B. The purpose of this Agreement is to establish a funding stream similar to the one established in MOA-2017-007, as amended, to allow NOS to install, manage, operate, maintain, enhance, and repair the Port Everglades Physical Oceanographic Real Time System hereafter referred to as (PEPORTS®). PORTS® is a NOS program that supports safe and cost-efficient navigation by providing shipmasters, pilots, and other users with accurate real-time information required for safe vessel loading and transit, and to avoid groundings and collisions. MOA-2017-007, expires on April 30, 2023.

II. BACKGROUND

- A. Port Everglades is a deep-water harbor located on the southeastern coast of the Florida peninsula within the three cities of Fort Lauderdale, Hollywood and Dania Beach, as well as unincorporated Broward County. It is approximately 23 miles north of Miami, 48 miles south of West Palm Beach and 312 miles south of Jacksonville. Port Everglades is one of the busiest cruise ports in the world, the leading container port in Florida, and among the most active cargo ports in the United States. In addition, Port Everglades is South Florida's main seaport for receiving petroleum products, including gasoline and jet fuel. Port Everglades is renowned for its commitment to ongoing capital improvements to ensure safe operations and protection of the natural environment, and actively participates in the Green Marine program, the largest voluntary environmental protection program for the maritime industry in North America.
- B. The US Army Corps Engineers is proceeding with the Port Everglades Navigation Improvement Project to deepen Port Everglades channels from their existing 42 feet depth to 48 feet in response to ships arriving at the Port today requiring the minimum 2-foot under keel clearance required by the US Coast Guard. The Broward County Port Everglades Department is constantly looking for ways to improve safety and environmental protection capabilities and believes that partnering with NOAA for the PORTS® Program will provide a means of accurate, real-time data that would be used during the movement of ship traffic in and out of the channel and harbor, and for many purposes in addition to safe marine navigation such as storm surge monitoring, determining accurate datums, monitoring sea level rise, establishing inundation benchmarks familiar to the community, and determining accurate water level predictions.

- B. PORTS[®] is an NOS program that, in partnership with a local sponsor, supports safe and cost-efficient navigation by providing shipmasters and pilots with accurate real-time information required to avoid groundings and collisions. NOS oversees the operation and maintenance of these systems. Under the terms of a PORTS[®] partnership, the local sponsor of the system funds the operation and maintenance of the system. NOS manages the PORTS[®] Program and provides technical support (e.g., the system design and quality control of all PORTS[®] data).
- C. The quality of all PORTS[®] data is maintained by NOS through the Continuous Operational Real-time Monitoring System (CORMS). CORMS is a 24-hour, 7-day watch to monitor all PORTS[®] data as well as data from NOS National Water Level Observation Network (NWLON) stations. The automated system flags questionable data and alerts personnel to intervene and stop transmission of questionable data until the issue is resolved.

III. AUTHORITIES

- A. The funding transfer authority for NOS and the County to enter into this Agreement is the Coast and Geodetic Survey Act (CGSA), 33 U.S.C. § 883e, which provides that the Secretary of Commerce is authorized to enter into cooperative agreements or any other agreement, with, and to receive and expend funds made available by any state, or subdivision thereof, any federal agency, or any public or private organization, or individual for surveys and investigations authorized under §§ 883a et seq.
- B. The programmatic authority for NOS to enter into this Agreement is the CGSA, 33 U.S.C. §§ 883a et seq., which authorizes the Secretary of Commerce to conduct hydrographic and topographic surveys, tide and current observations, and analysis and prediction of tide and current data; as well as the Hydrographic Services Improvement Act, 33 U.S.C. § 892a(b), which directs the NOAA Administrator, subject to the availability of appropriations, to design, install, maintain, and operate real-time hydrographic monitoring systems to enhance navigation safety and efficiency.

IV. THE PORT EVERGLADES PORTS[®]

The PORT EVERGLADES PORTS[®] (PEPORTS[®]) consists of the following major components:

- A. PEPORTS[®] current measurement stations at three (3) locations along the Port Everglades Entrance Channel. Each location includes an Acoustic Doppler Current Profiler (ADCP) to measure currents (horizontally mounted or buoy mounted); data collection platform; a rechargeable battery; a solar panel or AC charger; and a telemetry system (radio/modem/antenna for telephone modem). Buoy mounted ADCPs will be on U.S. Coast Guard Aid to Navigation (ATON) buoys. These current measurement stations will be installed during Period 1 of this Agreement and were paid for by County pursuant to MOA-2017-007.
- B. PEPORTS[®] water level stations at one (1) location at Port Everglades, FL. The station includes a microwave radar water level sensor, back up pressure-based water level sensor, data collection platform with Geostationary Operational Environmental Satellite

(GOES) transmitter, rechargeable battery, solar panel, and a telemetry system (radio/modem/antenna for telephone modem). In addition, the station includes a meteorological package consisting of an anemometer, air/water temperature sensors, and barometric pressure sensor.

- C. Spare equipment and measurement system components.
- D. Additional data collection sites or sensors may be added or deleted from the PEPORTS[®] in the future and will be addressed through a mutually agreed upon amendment to this Agreement.

V. RESPONSIBILITIES OF THE PARTIES

PORTS[®] is a partnership program based on extensive collaboration between NOS and the local user community to identify local needs. The PORTS[®] partnership is founded on the principle that there are both local and national responsibilities. Funding for the ongoing operations and maintenance will be the responsibility of the County.

- A. NOS agrees to provide, using appropriated funds:
 - 1. Personnel and technical expertise required to assure that the system design, installation, operation, and maintenance of the PEPORTS[®] are in accordance with NOS guidelines and standards.
 - 2. Data dissemination in both text and graphical formats for the PEPORTS[®]. Data on this website will be updated every six minutes. See website: <https://tidesandcurrents.noaa.gov/ports/index.html?port=pe>
 - 3. Real-time quality control of all PEPORTS[®] data in the form of a 24 hours per day/7 days per week CORMS operation. This activity will be staffed by personnel contracted by NOS to ensure that the data disseminated meets NOAA's standards for safe navigation.
 - 4. Communications cost associated with CORMS.
 - 5. Software maintenance and enhancements (which may be developed by CO-OPS).
 - 6. Updates or refinements to the Mean Lower Low Water (MLLW) or other datum values as may be developed by NOS.
 - 7. Recommendations for hardware and equipment upgrades.
 - 8. A designated site representative. The site representative is the NOS contact listed in Section VII. NOS shall notify the County if a new PEPORTS[®] site representative is designated. This will not require an amendment to this agreement.

9. Proposals for and final approval of all changes, additions, modifications to the PEPORTS[®].

B. NOS shall provide the following using County funds:

1. Personnel and expertise required to enhance, operate, and maintain the PEPORTS[®] (this effort will utilize contractor support when appropriate).
2. Purchase equipment and supplies required to install the PEPORTS[®] stations identified in paragraph IV.A.
3. Purchase equipment and supplies for the replacement of damaged or faulty equipment. This does not include major infrastructure repairs or station relocation, which require an amendment to the Agreement.
4. Purchase the necessary modules/components required for the repairs of the PEPORTS[®] stations identified in paragraphs IV.A and IV.B in accordance with NOS guidelines and standards.
5. Installation of the PEPORTS[®] stations identified in paragraph IV.A. in accordance with NOS guidelines and standards.
6. Routine and unscheduled maintenance of the PEPORTS[®] stations identified in paragraphs IV.A and IV.B in accordance with NOS guidelines and standards. This includes sensor calibrations.
7. Recurring communications such as monthly Modem and Iridium services as applicable.
8. Removal of oceanographic sensors and related equipment for the stations identified in paragraphs IV.A. and IV.B. if this Agreement is terminated and the equipment no longer meets the mission objective or removal of the equipment is in the public interest.

C. The County shall:

1. Provide the funding described in Section VI hereof for the installation, management, operation, maintenance, and repair of the PEPORTS[®].
2. Provide recapitalization funds for the purchase of equipment and supplies for the replacement of damaged or faulty equipment. This does not include major infrastructure repairs or station relocation, which require an amendment to the Agreement.
3. Designate a local site representative. The site representative is the County contact listed in Section VII. The County shall notify NOS if a new PEPORTS[®] site representative is designated. This will not require an amendment to this Agreement.

4. Not access, maintain, repair, modify, or upgrade any component of PEPORTS®. Nothing contained in this Agreement gives or vests in the County the authorization to maintain, repair, modify, or upgrade any component of PEPORTS® without written consent of all Parties.
- D. NOS shall provide complete project management for the PEPORTS®, including, but not limited to, supervision and coordination of all permits, designs, purchases, installations, enhancements, personnel, entities, operations, maintenance, and repairs.

VI. FUNDING, PAYMENT, AND REIMBURSEMENT ARRANGEMENTS

- A. With the signing of this Agreement, County will assume responsibility for funding the installation, operation, maintenance, and repair of the PEPORTS® stations on an annual basis, starting May 1, 2023. *See Appendix A for the cost breakdown.*
- B. Funding for this five-period Agreement is as follows:

Beginning May 1, 2023, NOS will invoice the County 30 days in advance of the due date. These funds are required for the installation, management, operations, maintenance and repair of the PEPORTS®. These funds are to be provided to NOS within 30 days of receipt of invoice. NOS will invoice the County for the next subsequent four periods as noted above in accordance with Appendix A, for a total of \$619,400 over the 5 periods of the Agreement. These funds will be provided to NOS within 30 days of the invoice, always subject to the same terms and conditions described above. There will be no required amendments to this Agreement unless there is a change in service, costs or products.

- C. NOS will send invoice(s) to the following address:

County POC:	Glenn Wiltshire
Position:	Deputy Port Director
Address:	Broward County Port Everglades Department 1850 Eller Drive Fort Lauderdale, FL 33316
Telephone Number:	(954) 468-3504
Fax:	(954) 523-8713
E-mail:	gwiltshire@broward.org

- D. The total cost to County over this five period Agreement is \$619,400 (see Appendix A) for activities under this Agreement. The following financial information applies:

1. NOAA/NOS/CO-OPS
DUNS¹ Number: 15-6140209
Employer ID: 52-0821608
Treasury Account Symbol (appropriation code for collection): 13x1450
CBS ACCS number: 14-2023-1BK6XPE-P00-10-16-0000-00-00-00
2. County
Employer ID: 596000561
DUNS Number: 835959792
- E. NOAA/NOS/CO-OPS will not recover all costs for the services it is providing. NOAA's contribution to the PEPORTS[®] partnership includes maintaining its CORMS for data quality control, related PORTS[®] data dissemination infrastructure, and other technical and administrative oversight in the amount appropriated for PORTS[®] in the then-current fiscal year. Based upon several published studies of the economic benefits of PORTS[®], there is an estimated annual benefit for each PORTS[®] of \$2.2M - \$4.5M. In accordance with 33 U.S.C. § 883e (2), NOAA has determined that the amount of benefits it derives from this Agreement exceeds its contribution². Additionally, improvements in spill response, weather forecasts, and storm surge forecasts enabled by the PORTS[®] data are in keeping with NOAA's mission to protect life and property.
- F. This Agreement is subject to the availability of funds. NOS participation in this Agreement is contingent on receipt of the Federal funding required to operate the CORMS. Should NOS be required to cancel this Agreement, any funds transferred to NOS will be returned to the County to the extent that NOS has not incurred obligations.
- G. Any unused funds which remain at the conclusion of any period of performance shall be carried over into the following funding period with an accounting provided to the County within 90 days of the end of any such period. Any unused funds that remain at the conclusion of this Agreement shall be carried over into subsequent agreements or returned to the County, as agreed upon by the Parties.
- H. Any unused funds that remain from the previous agreement (MOA-2017-007) shall be carried over into this Agreement for the financial continuity of operations and applied as project funds during the execution of this Agreement.
- I. Equipment used in this project shall remain NOS property. If this Agreement is terminated under subsection VIII.E, NOS will leave the PEPORTS[®] equipment in place, if it believes that such an action would be in the public's best interests.
- J. If the County fails to provide necessary funds, NOS will monitor data quality and terminate dissemination of information when, in its sole discretion, the information quality approaches unacceptable limits.

¹ Dun & Bradstreet Universal Numbering System

² NOAA's estimated annual contribution to PEPORTS[®] is \$100,000.

VII. CONTACTS

A. The Points of Contact (POC) for each of the Parties to this Agreement are:

1. NOS POC: Christopher DiVeglio
Position: Maritime Services Program Manager
Address: NOAA/NOS/CO-OPS
1305 East West Highway
Silver Spring, Maryland 20910
Cell: (240) 620-6919
email: christopher.diveglio@noaa.gov
2. County POC: Glenn Wiltshire
Position: Deputy Port Director
Address: Broward County Port Everglades Department
1850 Eller Drive
Fort Lauderdale, FL 33316
Telephone Number: (954) 468-3504
Fax: (954) 618-9166
email: gwiltshire@broward.org

B. For day-to-day operations and technical assistance, the PEPORTS[®] Site Representatives are:

1. NOS POC: Albert Sanford
Address: NOAA/NOS/CO-OPS/FOD
672 Independence Parkway
Chesapeake, VA 23320
Telephone Number: (757) 842-4441
Cell: (757) 618-9166
email: albert.sanford@noaa.gov
2. County POC: Erik Neugaard
Position: Environmental Program Manager
Address: Broward County Port Everglades Department
1850 Eller Drive, Suite #504
Fort Lauderdale, Florida 33316
Telephone Number: (954) 468-0164
email: eneugaard@broward.org

C. The Financial POC for this Agreement are:

1. NOS POC: Kelvin James
Position: Budget Officer
Address: NOAA/NOS/CO-OPS
1305 East West Highway
Silver Spring, Maryland 20910
Telephone Number: (301) 520-4769
email: kelvin.james@noaa.gov

2. County POC: Glenn Wiltshire
Position: Deputy Port Director
Address: Broward County Port Everglades Department
1850 Eller Drive
Fort Lauderdale, FL 33316
Telephone Number: (954) 468-3504
Fax: (954) 523-8713
E-mail: gwiltshire@broward.org

D. The Parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change. This change does not require a formal amendment.

E. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed in Section VII.A. and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice via email of such change in accordance with the provisions of this section.

VIII. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION

- A. This five-period Agreement will become effective on May 01, 2023, and will end on April 30, 2028. Period 1 of operations and maintenance will begin on May 01, 2023 and end on April 30, 2024. The duration of each subsequent period of this Agreement shall be for one year, beginning on May 1st and ending on April 30th. Thus, the second period will begin on May 01, 2024 and end on April 30, 2025. Periods three, four and five shall follow the same schedule. Any negotiated changes in Periods 2-5 of operation and maintenance funding from those listed in Appendix A will be addressed in a mutually agreeable amendment to this Agreement. Otherwise, NOS will invoice the County 30 days in advance of due date, for the amount shown in Appendix A for that Period and will receive payment within 30 days of that invoice subject to the provisions of Section VI.B., above.

- B. This Agreement may be amended within the scope of this Agreement or extended at any time through the written mutual consent of the Parties. The Parties will review this Agreement at least once during the execution of this Agreement to determine whether it should be revised or terminated.

- C. This Agreement may be terminated by (1) mutual written consent; (2) 90 days advance notice by either Party; or (3) completion of the operation/terms of this Agreement.
- D. The payment of any invoice by way of a transfer of funds from the Broward County's Port Everglades Department to NOS will not require an amendment to this Agreement. However, any invoice that deviates from (in other words, is greater or less than) the amount set forth in Section VI.B. and Appendix A, will require an amendment in accordance with Section VIII.B. above.
- E. In addition to any other right of the County to terminate this Agreement, the County shall have the right, at its sole discretion and upon its determination that it has inadequate funds available for the purposes of this Agreement, to cancel this Agreement without loss or cost to the County except as specifically provided for in subsection VIII.F.. Termination under this subsection VIII.E. shall become effective upon written notice by the County to NOS.
- F. If either party terminates this Agreement for lack of funds pursuant to paragraph VIII.E. or X.C., or upon 90 day notice pursuant to paragraph VIII.C., NOS may only be reimbursed for costs incurred prior to the date of the written notice of termination, so long as any such cost is otherwise authorized and appropriate. NOS may also use remaining reserve funds, if any and only up to a max of \$50,000, for the removal of equipment following termination. All other unexpended funds that are received from the County shall be returned to the County
- G. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Broward County Board of County Commissioners ("Board") and NOS or others delegated authority or otherwise authorized to execute same on their behalf.
- H. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved party identifying the breach. Termination of this Agreement for cause shall include, but not be limited to, NOAA's failure to suitably perform the work or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. Notice of termination shall be provided in accordance with the Section VII.D of this Agreement.
- I. NOS reserves the right to resume maintenance and operation of the PEPORIS[®] at any time if, in its sole discretion, it believes that such an action would be in the public's best interest.

IX. RESOLUTION OF DISAGREEMENTS

Should disagreement arise as to the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each Party and presented to the other Party for

consideration. If agreement on interpretation is not reached within 30 days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

X. OTHER TERMS AND CONDITIONS

- A. This Agreement in no way limits other government agencies (federal, state, and local), port authorities, companies involved in maritime commerce, commercial fishermen, recreational boaters and fishermen, researchers, and the general public from having access to PEPORTS[®] data through the Internet.
- B. NOAA agrees to promptly consider and adjudicate any and all claims which may arise out of work under this Agreement by NOS or duly authorized representatives or contractors of NOS and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Torts Claim Act, 28 U.S.C. 2671 *et seq.* or other such legal authority as may be pertinent. NOAA also agrees to consider and adjudicate any claims for damage or injury sustained by NOAA personnel in the performance of their official duties while doing the work under this Agreement. Such adjudication will be made pursuant to the Federal Compensation Act, 5 U.S.C. 8181 *et seq.*, or other such legal authority as may be pertinent.
- C. All responsibilities under this Agreement are subject to the availability of appropriated funds. NOS participation in this Agreement is contingent on receipt of the Federal funding required to operate the CORMS.
- D. While County may provide funding for the PEPORTS[®], County is not involved in and has no responsibility for the design, installation, management, equipment, performance, operation, data, maintenance, enhancement, or repair of the PEPORTS[®], and makes no representations regarding the fitness of the PEPORTS[®] at any time to perform any function.
- E. As allowed by Federal Law, County shall have the right to audit the books, records, and accounts of NOAA/NOS/CO-OPS that are related to the scope of this Agreement. NOAA/NOS/CO-OPS shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the scope of this Agreement. NOAA/NOS/CO-OPS shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents and statistical records for a period of not less than three (3) years after the termination of this Agreement. This section is subject to applicable federal laws and reasonable access provisions. Any incomplete or incorrect entry in such books, records and accounts shall be presented to NOAA/NOS/CO-OPS to allow NOAA/NOS/CO-OPS to complete or correct the respective entry. If NOAA/NOS/CO-OPS is unable to complete or correct the entry to County's satisfaction and the Parties disagree about what the correct entry should be, the Parties shall follow the dispute resolution procedures described under paragraph IX above.

- F. NOS is an independent contractor under this Agreement. In providing services under this Agreement, neither NOS nor its agents shall act as officers, employees, or agents of County. NOS shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- G. Neither NOS nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- H. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.
- I. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.
- J. In executing the terms and conditions of this agreement, NOS shall comply with all applicable federal, state, and local environmental laws, statutes, regulations, executive orders, and permits.
- K. NOAA shall cause its contractors to maintain during the performance of any work under the terms of this Agreement, and for one year after such work is completed or accepted, insurances with limits of liability not less than those stated in the Federal Acquisition Regulation (FAR) 28.307-2. See Appendix B.

XI. ACCEPTED AND APPROVED
ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE

By: _____
Dr. Marian Westley
Acting Director,
Center for Operational Products and Services

DATE: _____

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2023, and Contractor, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST: BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
_____ day of _____, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
1850 Eller Drive, Suite 302
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

By: _____
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney CR/cr3/23/23

Appendix A PEPORTS®

Installation, Management, Operation, Maintenance, Recapitalization and Repair Cost Schedule

Measurement System					
	Period 1 05/01/2023	Period 2 05/01/2024	Period 3 05/01/2025	Period 4 05/01/2026	Period 5 05/01/2027
	-	-	-	-	-
	04/30/2024	04/30/2025	04/30/2026	04/30/2027	04/30/2028
Current Meter #1 (CM BUOY)	\$18,000	\$ 36,200	\$36,200	\$36,200	\$36,200
Current Meter #2 (CM BUOY)	\$18,000	\$36,200	\$36,200	\$36,200	\$36,200
Current Meter #3 (CM BUOY)	\$18,000	\$36,200	\$36,200	\$36,200	\$36,200
Port Everglades (WL MET)	\$26,200	\$26,200	\$26,200	\$26,200	\$26,200
Total	\$80,200	\$134,800	\$134,800	\$134,800	\$134,800
Total County Responsibility for this Agreement - \$619,400					
Balance to be Invoiced - \$619,400					

WL MET – PORTS water level station with meteorological sensors
CM BUOY – Buoy mounted current meter station

Appendix B

Federal Acquisition Regulations

28.307-2 Liability.

- a) ***Workers' compensation and employer's liability.*** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 48CFR28.305(c) for treatment of contracts subject to the Defense Base Act.)
- b) ***General liability.***
1. The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
 2. Property damage liability insurance shall be required only in special circumstances as determined by the agency.
- c) ***Automobile liability.*** The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- d) ***Aircraft public and passenger liability.*** When aircraft are used in connection with performing the contract, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- e) ***Vessel liability.*** When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

<https://www.acquisition.gov/content/part-28-bonds-and-insurance#i1087939>