contract for expenditures made by the Contractor in performing its obligations under this paragraph (h), and this contract shall be modified in writing accordingly.

(i)(1) If, before delivery and acceptance by the Government, any aircraft is damaged, lost, or destroyed and the Government has under this clause assumed the risk of that damage, loss, or destruction, the Government shall either

(ii) Terminate this contract with respect to that aircraft.

(ii) If the Government requires that the aircraft be replaced or restored by the Contractor to its condition immediately prior to the damage or loss, or destruction and, upon the request of the Contractor to complete the aircraft (or any remaining portion of it) retained by the Contractor. The Contracting Officer shall have the right to prescribe the manner of disposition of the damaged, lost, or destroyed aircraft or any remaining part of it, and, if the Contractor incurs additional costs as a result of such disposition, a further equitable adjustment shall be made in the amount due to the Contractor.

(ii)(1) If the Contractor is at any time reimbursed or compensated by any third person for any damage, loss, or destruction of any aircraft, the risk of which has been assumed by the Government under this clause and for which the Government has been compensated by the Government, it shall equitably reimburse the Government.

(ii)(2) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such damage, loss, or destruction and, upon the request of the Contracting Officer, shall at the Government's expense furnish to the Government all reasonable assistance and cooperation (including the prosecution of suits and the execution of instruments of assignment or subrogation in favor of the Government) in obtaining recovery.

[61 FR 55772, Oct. 29, 1996]
exclusive of any fee, of this contract, which-
soever is less, and if the Contractor is not lia-
ble for the damage, loss, or destruction under the Government Property (Cost-Reim-
bursement, Time-and-Materials, or Labor-
Hour Contracts) clause of this contract or
under paragraph (a) of this clause, an equi-
table adjustment for any resulting repair,
restoration, or replacement required under
this contract shall be made: (i) In the esti-
mated cost, the delivery schedule, or both
and (ii) in the amount of any fee to be paid
the Contractor, and the contract shall be
modified in writing accordingly.

(2) In determining the amount of adjust-
ment in the fee that is equitable, any fault of
the Contractor, its employees, or any sub-
contractor that materially contributed to
the damage, loss, or destruction shall be
taken into consideration.

(End of clause) [54 FR 28340, July 5, 1989, as amended at 61
FR 55774, Oct. 29, 1996]

1852.228–73 Bid bond.
As prescribed in 1828.101–70, insert the
following provision:

BID BOND (OCT 1988)
(a) Each bidder shall submit with its bid a
bid bond (Standard Form 24) with good and
sufficient surety or sureties acceptable to
the Government, other security as pro-
vided in Federal Acquisition Regulation
clause 52.228–1, in the amount of twenty per-
cent (20%) of the bid price, or $3 million,
whichever is the lower amount.
(b) Bid bonds shall be dated the same date
as the bid or earlier.

(End of clause)

1852.228–75 Minimum insurance cov-
erage.
As prescribed in 1828.372, insert the
following clause:

MINIMUM INSURANCE COVERAGE (OCT 1988)
The Contractor shall obtain and maintain
insurance coverage as follows for the per-
formance of this contract:
(a) Worker's compensation and employer's
liability insurance as required by applicable
Federal and state workers' compensation
and occupational disease statutes. If occupa-
tional diseases are not compensable under
those statutes, they shall be covered under
the employer's liability section of the insur-
ance policy, except when contract operations
are so commingled with the Contractor's
commercial operations that it would not be
practical. The employer's liability coverage
shall be at least $100,000, except in States
with exclusive or monopolistic funds that do
not permit workers' compensation to be
written by private carriers.
(b) Comprehensive general (bodily injury)
liability insurance of at least $500,000 per oc-
currence.
(c) Motor vehicle liability insurance writ-
ten on the comprehensive form of policy
which provides for bodily injury and prop-
erty damage liability covering the operation
of all motor vehicles used in connection with
performing the contract. Policies covering
motor vehicles operated in the United States
shall provide coverage of at least $200,000 per
person and $500,000 per occurrence for bodily
injury liability and $20,000 per occurrence for
property damage. The amount of liability
coverage on other policies shall be commen-
surate with any legal requirements of the lo-
cality and sufficient to meet normal and cus-
tomary claims.
(d) Comprehensive general and motor vehi-
cle liability policies shall contain a provi-
sion worded as follows:
“The insurance company waives any right
of subrogation against the United States of
America which may arise by reason of any
payment under the policy.”
(e) When aircraft are used in connection
with performing the contract, aircraft public
and passenger liability insurance of at least
$200,000 per person and $500,000 per occur-
rence for bodily injury, other than passenger
liability, and $200,000,000 per occurrence for
property damage. Coverage for passenger li-
ability bodily injury shall be at least $200,000
multiplied by the number of seats or pas-
sengers, whichever is greater.

(End of clause)

1852.228–76 Cross-waiver of liability
for international space station ac-
tivities.
As prescribed in 1828.371(c) and (d), insert the following clause:

CROSS-WAIVER OF LIABILITY FOR INTER-
ATIONAL SPACE STATION ACTIVITIES (OCT
2012)
(a) The Intergovernmental Agreement
Among the Government of Canada, Govern-
ments of Member States of the European
Space Agency, the Government of Japan, the
Government of the Russian Federation, and
the Government of the United States of
America concerning Cooperation on the Civil
International Space Station (IGA) for the
International Space Station (ISS) contains a
cross-waiver of liability provision to encour-
gage participation in the exploration, exploi-
tation, and use of outer space through the
ISS. The objective of this clause is to extend
cross-waiver of liability to NASA con-
tracts in the interest of encouraging partici-
pation in the exploration, exploitation, and