

**SPECIAL CATEGORY**  
**Contractor's Insurance Requirements**

The Contractor will maintain or cause to be maintained in force throughout the entire term of this Contract/Agreement (unless a later date is specified below), insurance as described in paragraphs (A) through (H) below with insurance companies having at least an A.M. Best A-VII rating (or equivalent, if not rated by A.M. Best). The limits and coverages set forth below are minimums and will not be construed to limit Contractor's liability. All costs, deductibles and self insured retention amounts will be for the sole account of the Contractor. The required liability insurance can be satisfied by a primary policy or in combination with an excess or umbrella liability policy.

- (A) Workers' Compensation insurance complying with the state and federal laws and regulations having jurisdiction over each employee and Employer's Liability with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit. If work is to be performed in North Dakota, Ohio, Washington or Wyoming, Contractor will participate in the appropriate state fund(s) to cover all eligible employees and provide a stop gap endorsement.
- (B) Commercial General Liability insurance on an occurrence form with a limit of \$1,000,000 each occurrence, and annual aggregates of \$1,000,000, for bodily injury and property damage, including coverage for premises-operations, blanket contractual liability, including damage to property in the care, custody and control of contractor, personal injury liability, independent contractors, products/completed operations, sudden and accidental pollution and explosion, collapse and underground. If any of the Work is to be performed on navigable waterways all watercraft exclusions shall be deleted. There shall be no modification limiting scope of this coverage for liability arising from Contractors operations.
- (C) Automobile or Truckers Liability insurance with a limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles. For Work involving the hauling, delivering or transportation of goods, Contractor will comply with the Motor Carrier Act of 1980 required limits of financial responsibility including pollution coverage equivalent to that provided under ISO Pollution Liability Broadened Coverage for Covered Autos endorsement CA9948 and the Motor Carrier Act endorsement(MCS-90) shall be attached.
- (D) Excess or Umbrella Liability insurance with a limit of \$5,000,000 each occurrence, and annual aggregates of \$5,000,000, for bodily injury and property damage covering excess of Employer's Liability and the insurance described in (B) and (C) above.
- (E) **If watercraft are used for the performance of the Work**, Protection and Indemnity insurance with a limit of \$5,000,000 each occurrence for bodily injury and property damage including coverage for chartered vessels, members of crew, In Rem, contractual liability, collision, and towers liability. In addition, Hull and Machinery insurance will be carried in amounts equal to the market value of all vessels owned and/or operated by or for the Contractor.
- (F) **If aircraft are used for the performance of the Work**, Aircraft Hull and Liability insurance with a liability limit of \$5,000,000 each occurrence for bodily injury and property damage including, passenger liability (subject to a minimum limit of \$1,000,000 per passenger), and contractual liability covering all owned and non-owned aircraft.
- (G) **If engineering or design activities are part of the contract scope**, Professional Liability insurance with limits of \$5,000,000 each claim and annual aggregate covering acts, errors, omissions committed or alleged to have been committed by the Contractor, including coverage for loss of use, loss of income and loss of business.
- (H) **If a waste disposal or treatment facility or a waste hauler, or remedial action is involved for the performance of Work**, Pollution Legal Liability in the amount of \$5,000,000 per loss, with an annual aggregate of \$5,000,000 and shall cover losses caused by pollution conditions that arise from the operations of the Contractor described under Work as defined in this Agreement. Coverage shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically

injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

A policy providing General Liability and Contractors Pollution Legal Liability shall be acceptable in meeting the requirements of paragraphs B and H above, provided that the limits of such combined policy are at least \$6,000,000.

A policy providing General Liability, Contractors Pollution Legal Liability and Environmental Professional Liability shall be acceptable in meeting the requirements of paragraphs B, G and H above; provided that the limits of such combined policy is at least \$10,000,000.

If the performance of the work described in this contract involves the disposal of any hazardous or non hazardous materials from the job site, the Contractor must furnish to the Company evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Company under this paragraph must be maintained in minimum amounts of \$5,000,000 per loss, with an annual aggregate of at least \$10,000,000.

Irrespective of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for Contractor, or the failure of any such insurance company to pay claims that occur will not be held to waive any of the provisions hereof.

All of the above insurance shall include or be endorsed to provide the following:

- (i) Contractor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Company, its parent, subsidiary or affiliated companies.
- (ii) With the exception of Worker's Compensation and Professional Liability, Company its parent, subsidiary and affiliated companies will be included as additional insureds as respects Contractor's operations and as respects any work performed under this Contract/Agreement per ISO endorsement CG 2010 and CG 2037 or equivalents. Any cost associated with including these additional insureds is part of the contract cost.
- (iii) With the exception of Worker's Compensation and Professional Liability, this insurance is primary insurance with respect to Company, its parent, subsidiary and affiliated companies, and any other insurance maintained by Company, its parent, subsidiary or affiliated companies is excess and not contributory with this insurance.

In the event any of the required insurance policies are on a "claims made" form, the retroactive date shall be the same as, or earlier than the effective date of this Contract/Agreement including any substitute, renewal or replacement policy for a period of three years from the termination date of Contract/Agreement to the extent available and reasonably obtainable.

Prior to commencing Work hereunder and immediately upon any renewal of the required insurance, Contractor will deliver to Company certificates of insurance on an Acord form evidencing the insurance, terms and conditions required above. Contractor shall notify Company thirty (30) days prior to effective date of non-renewal, cancellation, or reduction of coverage to Company.

In the event of a loss or claim arising out of or in connection to this Contract/Agreement, Company shall have the right to examine the originals or certified copies of said insurance policies (in a reasonable redacted form to preserve confidentiality) in the office of Contractor during its normal business hours.