

G. Indemnity and Insurance. During the term of this contract and any project awarded to the Contractor hereunder, the Contractor will, at its sole expense, secure and maintain and will file with The Owner, proper and acceptable evidence of the following described insurance, which coverage shall (1) be secured with an insurance company acceptable to The Owner, (2) be issued as a primary policy not contributing with and not in excess of any primary and/or excess coverage carried by The Owner and (3) contain loss payable clauses satisfactory to The Owner for applicable coverages.

1. Worker's Compensation Insurance and Employer's Liability Insurance. Worker's compensation insurance and employer's liability insurance in compliance with the laws of all applicable states and USL&H, Jones Act, and any other coverages that may apply where the work is performed covering all employees engaged in the performance of the Work specified in this contract and any project hereunder, including coverage for Employer's Liability for:

- a. Bodily Injury by Accident - \$500,000 each accident
- b. Bodily Injury by Disease - \$500,000 each employee
- c. Bodily Injury by Disease - \$500,000 policy limit

2. General Liability Insurance, Comprehensive General Liability Insurance including blanket Contractual, Property Damage and Independent Contractors Personal Injury, and Products-Completed Operations Liability Insurance insuring the indemnity agreement set forth in this contract with minimum limits as follows:

- a. Each Occurrence Limit - \$1,000,000 combined single limit for bodily injury and property damage liability.
 - b. Personal and advertising injury limit - \$1,000,000.
 - c. Products-Completed Operations Aggregate Limit - \$2,000,000
 - d. General Aggregate Limit (other than Products-Completed Operations) - \$2,000,000.
- This policy shall be endorsed to have the General Aggregate limit apply on a "per project basis".

3. Property Insurance. Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of The Owner, the Contractor, (subcontractors and sub-subcontractors, if applicable), in the Work and shall insure against the perils of fire and extended coverage and shall include physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

4. Automobile Liability Insurance. Automobile liability insurance covering owned, non-owned and hired vehicles with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage liability resulting from any one accident.

5. Excess/Umbrella Liability Insurance. Excess/Umbrella insurance in an amount not less than \$2,000,000 combined single limit for any one occurrence, and \$2,000,000 annual aggregate. This policy is to provide no less than the same coverage described in Paragraphs 1, 2 and 4 above, and is to be in excess of required primary limits of liability.

6. Builder's Risk. Builder's risk insurance that also covers commissioning in an insured amount equal to the amount of the Project.

7. Certificates of Insurance. The contractor shall furnish original certificates of insurance

evidencing compliance with the foregoing requirements, including the per project general aggregate, as a condition of initial prequalification as well as a condition of continued prequalification for the contract period.

8. All liability insurance shall insure performance by the Contractor of the indemnification provisions under this contract agreement.

9. All insurance required under this contract shall be issued by insurance companies rated "A or A-/VI or better in the most recent edition of Best's Insurance Reports.

10. The minimum policy limits required in this section are exclusive of costs of defense. The Contractor's obligation to procure and maintain the insurance required in Paragraph 9, subparagraphs 1-9 above is not in derogation of, nor in substitution for Contractor's obligation to protect, defend, indemnify and save The Owner harmless under those provisions, it being understood that Contractor's obligation to protect, defend, indemnify and save The Owner harmless are not dependent upon nor limited to the amount or availability of insurance proceeds.

11. Additional Insured. The Owner shall be listed as additional insured on the Contractor's policies for all liability insurance required under this terms of this contract, and such liability insurance policies, including all primary policies and any excess/umbrella policies shall be primary to any primary and/or excess/umbrella liability insurance carried by The Owner.

12. Waiver of Subrogation. All policies shall be endorsed to provide that underwriters and insurance companies of the Contractor shall not have any rights to subrogate against The Owner.

13. Certificates and Policies. The Contractor shall furnish Certificates of Insurance evidencing the insurance required hereunder prior to contract acceptance. Each Certificate shall provide (1) that thirty (30) days prior written notice shall be given to The Owner in the event of cancellation and/or amendments to the policies which adversely change the coverage, scope or amount of the policies and/or coverage provided there under; and (2) that the "other insurance" clause of the policies evidenced by the Certificates shall be interpreted to make it primary to any insurance policies maintained by The Owner which might otherwise be applicable.

14. Premiums Responsibility. All policies shall be endorsed to provide that there will be no resource against The Owner for payment of the Contractor's premiums.

15. Severability on Interest. All liability policies including excess/umbrella liability policies shall be endorsed to provide The Owner with a severability of interest clause applicable to claims made by The Owner against any other insured and, to the extent necessary contain waivers of any cross liability or insured versus waived exclusions.