**ATTACHMENT O**

**INSURANCE REQUIREMENTS**

1. Contractor’s Insurance.
   1. Types and Amounts of Insurance. Contractor shall, at its own cost and expense, procure and maintain in full force and effect at all times from the commencement of the Work through Final Completion (except for such longer periods of time as specified in this Attachment O) the following insurances on an occurrence basis (except for professional liability or errors and omissions insurance, which shall be on a “claims made” basis) for coverages at the following prescribed limits of liability:
      1. Worker’s Compensation and Employers’ Liability Insurance. Contractor shall comply with Applicable Law with respect to worker’s compensation requirements and other similar requirements for wherever the Work is performed and shall procure and maintain worker’s compensation and employer’s liability policies in accordance with Applicable Law and the requirements of the Agreement. These policies shall include coverage for all states and other applicable jurisdictions, voluntary compensation coverage and occupational disease. If the Work is to be performed on or near navigable waters, the policies shall include coverage for United States Longshoremen’s and Harbor Workers’ Act, Death on the High Seas Act, the Jones Act, the Outer Continental Shelf Lands Act, and other Applicable Law regarding maritime law. A maritime employers’ liability policy may be used to satisfy applicable parts of this requirement with respect to Work performed on or near navigable waters,

Minimum limits:

Worker’s compensation: Statutory; and

Employers’ liability (including Maritime Employer’s liability): U.S. $1,000,000 each accident, U.S. $1,000,000 disease each employee and U.S. $1,000,000 disease policy limit.

* + 1. Commercial General Liability Insurance. This policy shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) for damages arising out of the Work or the Project and shall, at a minimum, include coverage for (i) all operations and premises of Contractor; (ii) all products and completed operations of Contractor for a minimum of five (5) years after Final Completion; (iii) all liability and responsibility assumed by Contractor under the Agreement; (iv) explosion, collapse and underground (XCU) hazards; and (v) duty to defend and defense expenses paid in addition to policy limits. The policy shall provide coverage for any Work performed by Contractor during the Defect Correction Period, including removing, repairing, replacing or correcting Defective Work.

Minimum limits: U.S.$ 2,000,000 each occurrence;

U.S.$ 1,000,000 personal and advertising injury;

U.S.$ 4,000,000 general aggregate; and

U.S.$ 2,000,000 products and completed operations aggregate.

* + 1. Commercial Automobile Insurance. This policy shall include coverage for all owned, hired, rented, and non-owned automobiles and equipment, and shall include uninsured/underinsured motorist and no-fault insurance provisions wherever applicable and otherwise comply with Applicable Law.

Minimum limit: U.S. $1,000,000 combined single limit each accident.

* + 1. Umbrella or Excess Liability Insurance. This policy shall be written on a “following form” basis and shall provide coverage in excess of the coverages required to be provided by Contractor for employer’s liability insurance, commercial general liability insurance, commercial automobile liability insurance, and aircraft liability insurance. Products and completed operations coverage shall be insured for a minimum of five (5) years after Final Completion. The aggregate limit shall apply separately to each annual policy period,

Minimum limits: U.S. $100,000,000 each occurrence; and

U.S. $100,000,000 aggregate limit.

* + 1. Professional Liability or Errors and Omissions Policy. Contractor shall provide professional liability or errors and omissions insurance covering liability arising out of or based upon any negligentacts, errors or omissions in the performance of Work. Such insurance shall have a retroactive date prior to the performance of any Work to be provided under the Agreement, shall have a policy period extending through the Final Completion of the Project and for a further period of three(3) years, and shall state that in the event of cancellation or non-renewal, the discovery period for insurance claims (tail coverage) shall be at least three (3) years.

Minimum limits: U.S. $10,000,000 per claim; and

U.S. $10,000,000 annual aggregate.

* + 1. Aircraft Liability Insurance. *If applicable*, for all owned and non-owned aircraft (whether manned or unmanned), operated, chartered, or brokered by or for Contractor or its Subcontractors in connection with the Work under the Agreement, Contractor (or its Subcontractors, as applicable) shall carry or require the owner or operator of such aircraft to carry:

#### Aircraft hull insurance for agreed value; and

#### Aircraft liability insurance, including coverage for bodily injury liability, property damage liability and passenger liability, and including coverage for contractual liability for those liabilities assumed by the Party herein,

Limit: U.S. $10,000,000 per occurrence.

* + 1. Watercraft Liability Insurance. *If applicable*, for all vessels owned, operated, chartered, or brokered by or for Contractor or its Subcontractors in connection with its Work under the Agreement, Contractor (or its Subcontractors, as applicable) shall carry or require the owner or operator of such vessels to carry:

#### Hull insurance for replacement cost value plus removal of wreck;

#### Protection and indemnity insurance to cover liabilities arising out of the ownership, operation and use of any vessel, including coverage for contractual liability for those liabilities assumed by Contractor herein, including pollution liability and coverage for crew and personnel on such vessels, and including collision and tower’s liability, cargo legal liability (to the extent applicable), and coverage for liabilities for the removal of wreck or debris, as compulsory under statute or where such wreck or debris interferes with the operations of Owner or third parties. Insurers shall waive any right to limit liability to the value of the vessel, but only with respect to Owner Indemnified Parties, whichever is applicable, and the phrase “as owner of vessel named herein” and all similar phrases purporting to limit the insurer’s liability to that of an owner shall be deleted,

Limit: U.S. $15,000,000 per occurrence; and

#### Charterer’s Legal Liability Insurance to cover liabilities arising out of operation and use of any time or voyage chartered vessel including coverage for contractual liability for those liabilities assumed by Contractor herein,

Limit: U.S. $15,000,000 per occurrence.

#### The insurance listed in clauses (a) and (b) above shall provide that seaworthiness of vessels used to perform Work under the Agreement is accepted by insurers (or that insurers shall waive in favor of Owner Indemnified Parties, the vessel owner’s and/or Contractor’s warranty of seaworthiness).

* + - 1. To the extent that operations or contractual liability (for those liabilities assumed by Contractor herein) or other provisions outlined are not addressed by insurance listed in clauses (a) and (b) above, Contractor shall delete the “watercraft exclusion” under the commercial general liability insurance in Section 1.A(2) above.

### Contractor’s Pollution Liability Insurance. This policy shall provide coverage against claims for bodily injury (including bodily injury and death), property damage (including loss of use) and clean-up costs caused by or arising out of pollution incidents arising from the activities of Contractor or any of its Subcontractors, and shall include contractual liability per the terms and conditions of such policy. Coverage shall apply to sudden and accidental pollution events, shall include transportation-related events, and respond to cleanup both on and off the Site. The aggregate limits shall apply separately to each annual policy period,

Limits: U.S. $10,000,000 each incident; and

U.S. $10,000,000 aggregate.

* + 1. Contractor’s Equipment Floater. Contractor shall maintain or self-insure, and shall cause all Subcontractors to maintain, equipment insurance covering all Construction Equipment (whether owned, rented, or borrowed) of Contractor or its Subcontractors. It is understood that this coverage shall not be included under Owner’s builders risk policy.
    2. Marine Cargo Insurance. Prior to the date of the first shipment of Equipment to the Site, Contractor (or its Subcontractors, as applicable) shall procure marine cargo insurance insuring the Equipment that will be incorporated into the Work while in ocean transit or any transit on any U.S. navigable waterways. Coverage shall be written on an “all risk” form, subject to form exclusions, conditions and sublimits, and shall include coverage for “warehouse to warehouse,” war and SRCC, and the cargo shall be insured to an amount not less than its replacement cost value including all direct costs associated therewith.
  1. Insurance Companies. All insurance required to be obtained by Contractor pursuant to the Agreement shall be from an insurer or insurers authorizedto conduct business as required by Applicable Law and shall be rated with either an “A- (A minus)” or better by Best’s Insurance Guide Ratings with a financial category of “IX” or better, or “A” or better by Standard and Poor’s.
  2. Subcontractor’s Insurance Requirements. Contractor shall ensure that each Subcontractor shall either be covered by the insurance provided by Contractor pursuant to the Agreement, or by insurance procured by a Subcontractor. Should a Subcontractor be responsible for procuring its own insurance coverage, Contractor shall ensure that each such Subcontractor shall procure and maintain insurance to the full extent required of Contractor under the Agreement and shall be required to comply with all of the requirements imposed on Contractor with respect to such Contractor-provided insurance on the same terms as Contractor, except that Contractor shall have the sole responsibility for determining the limits of coverage required to be obtained by such Subcontractors in accordance with reasonably prudent business practices. All such insurance shall be provided for at the sole cost of Contractor or its Subcontractors.
  3. Additional Insured. Except for workers’ compensation insurance under Section 1.A(1) and professional liability or errors or omissions insurance under Section A(5), all insurance policies provided by Contractor or any of its Subcontractors pursuant to the Agreement shall include Owner Indemnified Parties as additional insureds. For the commercial general liability policy, the additional insured coverage shall be via ISO Form CG 2010 (July 2004 edition or its equivalent) for on-going operations and via ISO Forms CG 2037 (July 2004 edition or its equivalent) for products and completed operations, *provided that* if additional insured status is not reasonably available via the ISO form CG 2037 (July 2004 edition date or its equivalent) for products and completed operations then, if available, ISO Form CG 2010 (November 1985 edition) shall be used for both the on-going operations and the products and completed operations coverage. All additional insured endorsements shall be submitted for review and approval by Owner.
  4. Waiver of Subrogation. All policies of insurance provided by Contractor or any of its Subcontractors pursuant to the Agreement shall include clauses providing that each underwriter shall waive its rights of recovery, under subrogation or otherwise, against Owner Indemnified Parties. Contractor waives, and shall require all of its Subcontractors to waive in their respective Subcontracts, any and all claims, damages, losses, costs, and expenses against Owner Indemnified Parties.
  5. Contractor’s Insurance is Primary. The insurance policies of Contractor and its Subcontractors shall be primary to any other insurance available to or provided by Owner Indemnified Parties and with no contribution from any other insurance available to or provided by Owner Indemnified Parties for those coverages where additional insured is required.
  6. Severability. The insurance policies of Contractor and of its Subcontractors shall, where applicable, contain a severability of interest clause or a standard cross liability endorsement.
  7. Non-Vitiation. The insurance policies of Contractor and of its Subcontractors shall provide a “Multiple Insured Clause” which includes language substantially similar to the following:

### It is noted and agreed that coverage under the aforementioned policies shall apply in the same manner and to the same extent as if individual policies had been issued to each insured party, provided that the total liability of the insurers to all the insured parties collectively shall not exceed the sums insured and limits of indemnity stated in such policy;

### It is further understood and agreed that, under such policy’s terms and conditions, the insurers may be entitled to avoid liability to the insured parties in circumstances of fraud, misrepresentation, non-disclosure or breach of any warranty or condition of said policy or committed by an insured party, which shall herein be referred to in this section as a “Vitiating Act”; and

* + 1. It is however agreed that a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.
  1. Subject to Change. All insurance requirements for the Agreement are subject to change at the reasonable discretion of Owner upon execution of a Change Order pursuant to the Agreement.
  2. Limitation of Liability. Types and limits of insurance shall not in any way limit any of Contractor’s obligations, responsibilities or liabilities under the Agreement.
  3. Jurisdiction. All insurance policies shall include coverage for jurisdiction within the United States of America or other applicable jurisdiction.
  4. Miscellaneous. Contractor and its Subcontractors shall do nothing to void or make voidable any of the insurance policies purchased and maintained by Contractor or its Subcontractors hereunder. Contractor shall promptly give Owner notice in writing of the occurrence of any casualty, claim, event, circumstance, or occurrence that may give rise to a claim under an insurance policy hereunder and arising out of or relating to the performance of the Work; *provided*, *however*, in no event shall such notice be more than three (3) Days after the occurrence of such casualty, claim, event, circumstance or occurrence. In addition, Contractor shall ensure that Owner is kept fully informed of any subsequent action and developments concerning the same, and assist in the investigation of any such casualty, claim, event, circumstance or occurrence.
  5. Instructions for Certificate of Insurance. Contractor’s certificate of insurance form, completed by Contractor’s insurance agent, broker or underwriter, shall reflect the recognition of additional insured status, waivers of subrogation, and primary insurance requirements contained in this Attachment O and elsewhere in the Agreement.
  6. Certificate of Insurance Requirements. Prior to the commencement of any Work under the Agreement, Contractor shall deliver to Owner certificates of insurance reflecting all of the insurance required of Contractor under the Agreement; *provided that* Contractor shall not be required to deliver certificates of insurance for any insurance provided by any Subcontractors until the earlier of the execution of the relevant Subcontract or the commencement of any Work by such Subcontractor. All certificates of insurance and associated notices and correspondence concerning such insurance shall be addressed to the contact information listed in the Agreement for notices, plus the following: [ ].
  7. Policy Form. Except as specifically set forth in this Section 1 of this Attachment O, all policies of insurance required to be maintained by Contractor and its Subcontractors shall be written on reasonable and customary terms, conditions and exclusions for facilities of similar size and scope as the Project.
  8. Deductibles. Contractor shall bear the costs of all deductibles and self-insured retentions provided by Contractor under the Agreement, and Contractor or its Subcontractors shall bear the cost of all deductibles and self-insured retentions provided by Contractor’s Subcontractors under the Agreement.
  9. Owner’s Right to Remedy. In addition to the rights under Section 9.1D of the Agreement, if Contractor fails to provide or maintain insurance as required herein, including any insurance required to cover its Subcontractors, Owner shall have the right but not the obligation to purchase such insurance. In such event, the Contract Price shall be reduced by the amount paid for such insurance.
  10. Lender’s Requirements. Contractor agrees to cooperate with Owner as to any changes or additions to the insurance required to be provided by Contractor under the Agreement, which are made necessary by requirements imposed by Lenders of Owner.
  11. Disclosure to Insurers. Contractor shall ensure that full disclosure is made to the insurers providing insurance to Owner under the Agreement, including: (i) all information which such insurers specifically request to be disclosed; (ii) all information which is of a type which insurance brokers in relation to the relevant policy notify Contractor should be disclosed to such insurers; (iii) reports required by such insurers; and (iv) details of any significant problems encountered in the Work. Contractor shall put in place appropriate internal reporting procedures to ensure that full disclosure required by this Section 1.S is made by Contractor’s staff.
  12. Reduction of Limits. Information concerning reduction or erosion of limits due to claims paid under the general aggregate or the products and completed operations aggregate, or both, for each applicable insurance policies required to be provided by Contractor under the Agreement shall be furnished by Contractor to Owner as soon as reasonably possible following such reduction or erosion.
  13. Miscellaneous.
      1. Contractor shall make full disclosure to the insurers providing insurance to Owner under the Agreement, including: (i) all information which such insurers specifically and reasonably request to be disclosed; (ii) all information which is of a type which insurance brokers in relation to the relevant policy notify Contractor should be reasonably disclosed to such insurers; (iii) reasonable and customary reports required by such insurers; and (iv) details of any significant problems encountered in the Work which may be relevant.
      2. Contractor and its Subcontractors shall do nothing to void or make voidable any of the insurance policies purchased and maintained by Owner hereunder.

1. Owner’s Insurance.
   1. Types and Limits of Insurance. Owner shall, at its own cost and expense, procure and maintain in full force and effect at all times from the commencement of the Work at the Site after NTP through Substantial Completion of the entire Work the following insurance:
      1. Builder’s Risk Insurance: Builders risk insurance, written on an “all risks” policy form and insuring the Work (including Equipment) intended to be permanently incorporated into the Water Pipeline against physical loss or physical damage including coverage for the risks of fire, lightning, windstorm, hail, riot, riot attending a strike, civil commotion, aircraft, vehicle, smoke, explosion, terrorism, malicious mischief, damage to glass, theft, flood, earthquake (including sinkhole), all of which are subject to form exclusions, conditions and sublimits. Coverage shall apply to the Work (including Equipment) that is intended to be permanently incorporated into the Water Pipeline while it is located at the Site, at temporary off-Site storage, or staging areas, in each case as approved by Owner, or while in transit to the Site. Limits under this insurance shall not be less than the replacement cost value of the Water Pipeline, but with sublimits provided for windstorm, flood, earthquake and terrorism. Contractor Indemnified Parties shall be additional insureds under this policy, and a waiver of subrogation will be provided in the policy in favor of Contractor Indemnified Parties except for Vitiating Acts. Insured losses under the builder’s risk insurance policy shall be adjusted by or on behalf of Owner and made payable to Owner or its designate, as their interests may appear, and, if applicable, Contractor shall pay Subcontractors their respective shares of the insurance proceeds paid by Owner or its designate to Contractor and Contractor shall require, by agreement, that Subcontractors make payment to their Subcontractors in a similar manner. Contractor shall comply with all relevant requirements, terms and conditions in the builders risk insurance.
      2. Delay In Start Up Insurance. Owner has the right, but not the obligation, to procure and maintain delay in startup or marine delay in startup insurance. If Owner elects to procure and maintain such insurance, any such proceeds shall be payable solely to Owner (or such other party at Owner’s direction) and shall not in any way reduce or relieve Contractor of any of its obligations or liabilities under the Agreement.
   2. Deductibles. With respect to insurance provided by Owner under Section 2.A(1) of this Attachment O, Contractor shall be responsible on a no-fault basis (i.e., regardless of cause) for the deductible.
   3. Limitation of Insurance. The insurance provided by Owner shall not in any way limit or reduce Contractor’s legal or contractual liability to Owner.