

Insurance Certificate:

- **Note:** An original insurance certificate must be issued by your insurance carrier naming the **KM Contracting Entity**, as an additional insured with a waiver of subrogation, and must be received for review and approval by a KM Contract Administrator prior to the commencement of any Work.
 - **Note:** The Certificate Holder will depend upon the **Kinder Morgan Contracting Entity, as defined in the Agreement**, and should be confirmed with the KM Contract Administrator before requesting a certificate from CONTRACTOR's carrier.
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Minimum Insurance Requirements:

Statutory Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states or provinces where the Work is to be performed. If CONTRACTOR performs Work on or adjacent to navigable waterways, CONTRACTOR shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoremen's and Harbor Workers' Compensation Law and the Jones Act or its equivalent, if any, in the case of Work performed in Canada.

Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per disease/each employee.

Commercial General Liability Insurance insuring the indemnity agreements set forth in the Agreement with a combined single limit of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. All policies shall remove any exclusion for explosion, collapse and underground operations (XCU) and include coverage for blanket contractual liability assumed under the Agreement.

Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than \$1,000,000. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability (Engineer's Errors and Omissions) Insurance in the event CONTRACTOR is performing design, engineering or other professional services, with limits of at least \$1,000,000 for each occurrence and in the aggregate.

Builder's "All Risk" Insurance, in the event CONTRACTOR is performing construction services at the KM project site, written on a commercially recognized policy form, providing coverage for the equipment furnished and the project in a minimum amount equal to the "full insurable value" of such equipment and the project, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis including coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), flood and hurricanes, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sublimits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site. At KM's election, and in lieu of CONTRACTOR providing Builder's "All Risk" Insurance, KM may provide such coverage in which case CONTRACTOR will be named as an additional insured on such policy, as its interests may appear, and be granted a waiver of subrogation under such policy.

Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than \$5,000,000 each occurrence. This coverage is necessary only when CONTRACTOR uses owned or non-owned aircraft in connection with Work performed under the Agreement.

Marine Insurance - Hull and Machinery Insurance, if the Work includes the use of a marine vessel, with limits equal to the full market value of the vessel and including coverage for "removal of wreck"; Protection and Indemnity Insurance including marine pollution coverage with a minimum limit of \$5,000,000 per occurrence; Marine Towers Liability Insurance if the Work includes towing of any vessel; Marine Cargo Insurance if the Work includes transporting goods or materials on waterways, with limits sufficient to cover the replacement cost of the goods being transported (such cost to include the cost of insurance and freight).

- **Note:** Umbrella Insurance may be used to satisfy the limit requirements for Employer's Liability Insurance, Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, Professional Liability Insurance and Builder's "All Risk" Insurance set out in the Agreement. Such umbrella policy shall follow the form of those primary coverages, be in excess of those underlying policies without gaps in limits and provide coverage as broad as the underlying policies.
- **Note:** Miscellaneous Insurance Endorsements may be required dependent upon the specific project being completed and will be confirmed by the KM Contract Administrator.

Pollution Liability Insurance Requirements: (If requested by KM Contract Administrator)

Pollution Liability Insurance covering losses caused by pollution conditions that arise from the operations of CONTRACTOR. This insurance shall provide coverage for bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs and expenses incurred in the investigation, defense, or settlement of claims. This coverage shall be maintained in force for the full period of this agreement with available limits of not less than \$1,000,000.00 per occurrence.

Pollution Legal Liability Insurance with limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate annually covering all liabilities that arise from the operations of CONTRACTOR. Such insurance shall apply to bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup and monitoring costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

Waiver of Subrogation and Additional Insured Requirements: (Required on all Contracts)

All insurance policies of CONTRACTOR (except under Statutory Workers' Compensation provisions and Professional Liability provisions in the Agreement) shall name the KM Contracting Entity (to be confirmed in advance by the KM Contract Administrator), and its parent, affiliated and subsidiary companies and entities (including any such entity issuing a Work Directive), and their respective directors, officers, agents and employees as additional insureds with respect to any liability arising out of the Work performed by CONTRACTOR.

All insurance policies of CONTRACTOR shall include a waiver of subrogation against the KM Contracting Entity (to be confirmed in advance by the KM Contract Administrator) its parent, affiliated and subsidiary companies and entities (including any such entity issuing a Work Directive), and their respective successors, assigns, directors, officers, agents and employees.

Before commencing any performance under the Agreement, CONTRACTOR shall furnish KM with Certificates of Insurance evidencing insurance coverage and provisions provided for in the Agreement. Failure of CONTRACTOR to furnish such evidence of insurance coverage shall not be considered a waiver by KM of such coverage. All insurance certificates shall include the following statement:

"[Insert the full and proper name of the KM Contracting Entity, and its parent, affiliated or subsidiary companies and entities (including any such entity issuing a Work Directive), and their respective directors, officers, agents and employees are named as additional insured on all above policies (except Worker's Compensation) and waiver of subrogation in favor of [Insert the full and proper name of the KM Contracting Entity,] and each its parent, affiliated or subsidiary companies and entities (including any such entity issuing a Work Directive), and their respective directors, officers, agents and employees applies as required by written contract."

General Insurance Coverage Terms and Conditions:

CONTRACTOR agrees to carry and maintain insurance coverage as specified in the Agreement from carriers with an A.M. Best rating of at least A-/VIII.

The insurance coverages required of CONTRACTOR shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of KM, and shall not require the exhaustion of any other coverage.

All insurance policies shall provide that the insurance carrier will notify KM, in writing, no less than thirty (30) days prior to the termination, cancellation or material change of any policy.

CONTRACTOR shall promptly notify KM when any insurance policy required is not reasonably available and shall state the reasons therefore. Such notification shall not constitute a waiver of CONTRACTOR'S obligations hereunder.

All deductibles, self insured retentions and self insurance carried by the CONTRACTOR under its insurance program are the sole responsibility of the CONTRACTOR and will not be borne in any way by KM. CONTRACTOR will indemnify KM in full for any amounts related to such deductibles, retentions and/or self insurance.

Insurance coverage required under the Agreement shall be additional security for the obligations assumed by the CONTRACTOR thereunder and in no event shall the types or limits of coverage required be deemed to limit any obligation or liability assumed under the Agreement.

In the event of the CONTRACTOR's failure to carry out any of the provisions of insurance requirements, KM shall, in addition to any right to recover damages or to obtain other relief, have the right to terminate the Agreement or any Work Directive issued pursuant thereto.

All subcontractor policies shall be endorsed with the waiver of subrogation and additional insured wording set forth above or as otherwise stated in the Agreement. Any deficiency in the coverage, policy limits, or endorsements of said subcontractors will be the sole responsibility of CONTRACTOR.