

## EXHIBIT "A"

- A. Statutory **Workers' Compensation Insurance and Employer's Liability Insurance** in full compliance with applicable State and Federal laws and regulations where the Work is to be performed. This policy shall include a **waiver of subrogation** in favor of the indemnities (as defined in the Agreement). The Employer's Liability Insurance shall have minimum limits of:
- |             |                           |
|-------------|---------------------------|
| \$1,000,000 | Each Accident             |
| \$1,000,000 | Disease — Policy Limit    |
| \$1,000,000 | Disease — Each Occurrence |
- B. Commercial **General Liability Insurance** with minimum limits of:
- |             |   |
|-------------|---|
| \$1,000,000 | Per occurrence                          |
| \$2,000,000 | General aggregate                       |
| \$1,000,000 | Products/completed operations aggregate |

The policy will be on a form acceptable to the Company, be endorsed to include the indemnitees as additional insureds, include a waiver of all rights of subrogation against the indemnitees and state that this insurance is primary as regards any other insurance carried by any indemnitee. The policy will include the following coverages:

- I. Surface Damage for Blowout or Explosion;
  - II. Premises/Operations;
  - III. Independent Contractors;
  - IV. Broad Form Contractual Liability (insuring the indemnity obligations in the Agreement);
  - V. Completed Operations Coverage and/or Products Liability Coverage for a period of two (2) years following the date of the final completion of the Work for each job performed;
  - VI. Underground Property Damage Coverage; and
  - VII. Personal Injury Liability.
- C. Comprehensive Commercial **Automobile Liability Insurance** with minimum limits of \$1,000,000 combined single limit. The policy shall be on a standard form written to cover all owned, hired and non-owned automobiles, be endorsed to include the indemnitees as additional insureds, include a waiver of all rights of subrogation against the indemnitees and state that this insurance is primary insurance as regards any other insurance carried by any indemnitee.
- D. **Umbrella Liability Insurance** written on a following form umbrella excess basis above A, B and C with minimum limits of \$5,000,000. This policy shall be endorsed to include the indemnitees as additional insureds and include a waiver of all rights of subrogation against the indemnitees.
- E. If the Contractor performs work or renders services in, on or with relation to navigable waters, the Contractor shall carry insurance as set forth on Attachment "1" to this Exhibit "A" attached hereto and made a part herein for all purposes.
- F. The Contractor will require all of its subcontractors to procure insurance coverage (including all endorsements and waivers) as that required of the Contractor under the Agreement.
- G. In the event Contractor is a self-insurer and the Company has consented to the Contractor being a self-insurer as to any one or more of the risks to which coverage is herein required, evidence of such consent must be in writing and approved by a representative of the Company authorized to enter into such consent agreement. Furthermore, if the Contractor (or any of its subcontractors) self-insures a risk as set forth in this section, the Contractor (or any of its subcontractors) hereby waives any claim for damage or loss as to that risk in favor of the indemnities.

Evidence of the above coverage, or self-insurance, represented by Certificates of Insurance, or documents verifying the self-insurance, must be furnished to the Company prior to the Contractor starting Work. Certificates of Insurance shall specify the additional insured status mentioned above as well as waiver of subrogation. Such

Certificates of Insurance shall state that the Company will be notified in writing thirty (30) days prior to cancellation, material change or non-renewal of insurance. Renewal Certificates of Insurance will be furnished thirty (30) days prior to expiration of any coverage and will comply with the requirements stated above. It is expressly understood that the self-insurance permitted above does not contemplate the revocation of any State Workers' Compensation Act and does not relieve the Contractor (or any of its subcontractors) of its statutory obligations under such Act.

ATTACHMENT "1"  
TO  
EXHIBIT "A"

Insurance Requirements Applicable to  
Contractors who Perform Work or Render Services  
in, on or with Relation to Navigable Water

1. Workers' Compensation and Employer's Liability
  - a. Compliance with the United States Longshoreman's and Harbor Worker's Compensation Act, as amended, including protection with respect to the extension of said Act under the Outer Continental Shelf Lands Act.
  - b. Maritime Liability coverage as provided for under the Jones Act and Death on the High Seas Act, with coverage for transportation, wages, maintenance and cure, with limits of \$500,000 each person and \$500,000 each accident.
2. Commercial General Liability providing coverage and conditions outlined in Section 7.B of the Agreement, in addition to the following:
  - a. Endorsement providing claim "in rem" shall be treated as a claim against the insured.
  - b. Policy territory to include Gulf of Mexico (or other offshore if applicable).
  - c. Deletion of Watercraft exclusion from General Liability and Contractual Liability coverage part for watercraft exposure not covered by P & I policy in item 4 below.
3. Hull and Machinery Insurance in an amount less than the actual value of each vessel owned or chartered by Contractor and used in performing work or rendering services under this Agreement. Said insurance shall include full Tower's Liability with the Sistership Clause unamended.
4. Protection and Indemnity Insurance on the Standard Ocean Form (SP 23) (or equivalent) in amounts of not less than \$1,000,000.00, including coverage for crew (where coverage under Worker's Compensation laws is not applicable), employees of the owner, passengers and third parties.
5. Full Collision Liability Insurance with Sistership Clause unamended, with a total minimum limit of \$1,000,000.00.
6. Vessels in U.S. waters must certify that vessel owners and/or operators are in compliance with Federal Water Pollution Control Act, as amended, and Water Quality Improvement Act of 1970.
7. The insurance coverage described in this Attachment "1" to Exhibit "A" shall include a waiver of subrogation in favor of the indemnitees. The insurance policies under Subsections 2, 3 and 4 of the Attachment "1" to Exhibit "A" shall include appropriate navigation limits covering all work places. Policies carried by owners of vessels chartered by Contractor shall satisfy the requirements of Subsections 2, 3 and 4 of this Attachment "1" to Exhibit "A" provided they afford Contractor and Company full protection and meet the requirements hereof in all other respects. The insurance policies under Subsections 2, 3 and 4 of this Attachment "1" to Exhibit "A" shall include the indemnitees as additional insureds, and state that this insurance is primary insurance as regards any other insurance carried by any indemnitees.