

Attachment E – Insurance

Engineer shall, at its sole cost and expense, maintain the following insurance coverages until the termination of this Agreement:

1. Commercial General Liability with policy limits of not less than Two Million Dollars (\$2,000,000) for each occurrence, Four Million Dollars (\$4,000,000) in the aggregate for bodily injury and property damage. Such policy shall be endorsed to cover liability of Proposer under the Indemnification provision in the Agreement and shall be written on an “occurrence” form and shall not be written on a “claims-made” form.
2. Automobile Liability covering vehicles owned, hired, and non-owned vehicles used, by the Engineer with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage. Such policy shall be endorsed to cover liability of Engineer under the Indemnification provision in this Agreement.
3. Workers’ Compensation at statutory limits.
4. Employers’ Liability covering the employees engaged in operations under the Agreement in compliance with the laws of North Dakota and the Tribe with policy limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
5. “Errors and omissions” Professional Liability covering negligent acts, professional malpractice, and errors, and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) each occurrence, Four Million Dollars (\$4,000,000) in the annual aggregate. Such policy shall be endorsed to cover liability of Engineer under the Indemnification provision in this Agreement.
6. Excess or Umbrella Insurance Policy with a single limit per occurrence of Five Million Dollars (\$5,000,000) and a general aggregate of not less than Ten Million Dollars (\$10,000,000).

ROW Acquisition and Environmental Permitting Consultants, [REDACTED], shall, at their sole cost and expense, maintain the following insurance coverages until the termination of this Agreement:

1. Commercial General Liability with policy limits of not less than Two Million Dollars (\$2,000,000) for each occurrence, Four Million Dollars (\$4,000,000) in the aggregate for bodily injury and property damage.
2. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Engineer with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership,

maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage. Such policy shall be endorsed to cover liability of Consultant under the Indemnification provision in this Agreement.

3. Workers' Compensation at statutory limits.
4. Employers' Liability covering the Consultant's employees engaged in operations under the Agreement in compliance with the laws of North Dakota and the Tribe with policy limits not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) in the aggregate.
5. "Errors and omissions" Professional Liability covering negligent acts, professional malpractice, and errors, and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) each occurrence, Four Million Dollars (\$4,000,000) in the aggregate.
6. Excess or Umbrella Insurance Policy at full policy limits of Five Million Dollars (\$5,000,000) and a general aggregate of not less than Ten Million Dollars (\$10,000,000).

Structural Engineering Consultant, [REDACTED], shall, at its sole cost and expense, maintain the following insurance coverages until the termination of this Agreement:

1. Commercial General Liability with policy limits of not less than Two Million Dollars (\$2,000,000) for each occurrence, Four Million Dollars (\$4,000,000) in the aggregate for bodily injury and property damage.
2. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Engineer with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage. Such policy shall be endorsed to cover liability of Consultant under the Indemnification provision in the Agreement.
3. Workers' Compensation at statutory limits.
4. Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) in the aggregate.
5. "Errors and omissions" Professional Liability covering negligent acts, professional malpractice, and errors, and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) each occurrence, Four Million Dollars (\$4,000,000) in the aggregate.
6. An Umbrella Insurance Policy at full policy limits of Five Million Dollars (\$5,000,000) and a general aggregate of not less than Ten Million Dollars (\$10,000,000).