

If the permitted activity is within Levee District's right of way, then the Permittee will be required to maintain the following required coverages, at its own expense, without any reimbursement by the Levee District:

1. Worker's Compensation and Employer's Liability Insurance to cover contractor's employees including:
  - (a) Benefits at least equal to coverage required by the State of Louisiana. Coverage to include the U.S. Longshoreman's and Harbor Worker's Compensation Act, if such exposure exists.
  - (b) Employer's Liability Coverage with limits of not less than \$1,000,000 bodily injury by accident, \$1,000,000 by diseases – policy limit, and \$1,000,000 by disease – each employee.
  - (c) Amendment to Employer's Liability Coverage B – Maritime, to include coverage for crewmembers of vessels including transportation, wages, and maintenance and cure with limits of \$1,000,000 any one accident including "In Rem" endorsement should the work to be performed involve any watercraft.
  - (d) Alternate employer endorsement.
2. Comprehensive General Liability Insurance with limits of not less than \$1,000,000 for each occurrence and \$2,000,000 in the Aggregate, such insurance to include:
  - (a) Contractual Liability Coverage for contractor's obligation assumed hereunder.
  - (b) Products-completed operations coverage.
  - (c) Coverage for occurrences resulting from blasting, explosion, or collapse, damage to underground property and injury or destruction of any property resulting therefrom.
  - (d) Independent Contractors Coverage.
  - (e) Broad Form Property Damage.
  - (f) Per project aggregate.
3. Automobile Liability Insurance including coverage for owned, hired and non-owned vehicles with limits of not less than \$1,000,000 for each occurrence and \$1,000,000 in the Aggregate.
4. Aviation Liability Insurance, when aircraft are used in connection with the work described hereunder, such insurance shall include:

- (a) Bodily Injury, excluding passengers, of \$1,000,000 each person and \$2,000,000 each occurrence; or,
  - (b) Combined Single limits of \$200,000 each occurrence for bodily injury and property damages including bodily injury to passengers.
  - (c) Coverage shall include all leased, hired or other non-owned aircraft.
5. Marine Insurance, when watercraft are used in connection with the work described hereunder, such insurance to include:
  - (a) Protection and Indemnity Insurance on all watercraft, owned, operated and/or chartered by a contractor.
  - (b) Limits up to the value of the vessel of \$1,000,000 combined single limit, whichever limit is greater.
  - (c) In rem endorsement.
6. Professional service providers, such as engineers or contractors who perform services such as a consulting work-site supervisor shall also carry professional liability insurance (either as part of a commercial general liability policy or under a separate professional errors and omissions liability policy) in the amount of \$1,000,000 per occurrence and \$2,000,000 in the Aggregate.
7. With respect to the above named policies of insurance, Permittee shall furnish evidence that its insurers waive all rights of subrogation against Levee District, SLFPA-E and its underwriters and Permittee shall also furnish evidence that the Levee District and SLFPA-E are named as additional insured on the above named policies of insurance with the exception of the Workers' Compensation Coverage.
8. To expedite contract awards, certificate of insurance, not a copy of the policy will be consider on any lines of insurance. However at the request of the Levee District, Permittee shall furnish certified copies of original polices when deemed necessary.
9. Any insurance or Self-Insurance Program maintained by owner is excess over any valid or collective insurance maintained by Permittee.
10. Should any policies be cancelled, the Permittee shall immediately notify the Levee District.
11. The Permittee is responsible for requiring and verifying that all subcontractors working on the project maintain these types and levels of insurance coverages.

The Levee District reserves the right to require the above insurance requirements in the event it deems the work being performed is inherently dangerous even if the permitted work is outside the Levee District's Right of Way. Further, these requirements are waived for governmental entities.