

## SPECIAL PROVISIONS FOR INSURANCE REQUIREMENTS

Scott County TAP-T-2290(616)--8V-82

Effective Date May 21, 2024

THE STANDARD SPECIFICATIONS, SERIES 2023, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

The insurance limits listed in Article 1107.02, C, of the Standard Specifications, are modified as noted below:

## 1. ONEOK Insurance Requirements:

Contractor shall obtain and maintain the following minimum insurance coverages for any work performed adjacent to or within the existing ONEOK Pipeline Easement Area with respect to the Encroachments, as may be adjusted by ONEOK from time to time and which coverages shall be subject to ONEOK's approval as to form and issuing company: General Liability to include premises, products/completed operations, contractual liability, broad form property damage, contractor's pollution liability including remediation and cleanup costs, and personal injury liability in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate per project, worker's compensation statutory and employer's liability in an amount of not less than \$500,000, automobile liability in an amount of not less than \$1,000,000 per accident and including all owned, hired, and nonowned vehicles, and an excess liability policy (following form at minimum) in an amount of \$1,000,000 per occurrence and per project aggregate. All policies except the worker's compensation shall name ONEOK, ONEOK, Inc. and ONEOK Partners, L.P. and their respective divisions, affiliates and subsidiaries. All policies shall provide for a waiver of the insured's and its insurer's right of subrogation against ONEOK. Contractor shall provide an acceptable certificate to ONEOK evidencing the coverages and terms and conditions including the additional insured and waiver of subrogation wordings. Contractor shall give to ONEOK at least thirty (30) days' notice of any cancellation of any of the required insurances. All required insurance policies shall be primary and non-contributory to any other valid and collectible insurance available to the insured.

## 2. ADDITIONAL INSUREDS

- a. All Contractor's, subcontractors, and independent contractor's liability insurance policies and certificates of insurance shall specifically indicate, by name, the additional insureds, which are to include: the City of Eldridge, Iowa and its officers and employees; Shive-Hattery, Inc. and its officers and employees; TC Energy, Northern Border, and its officers and employees; and ONEOK, ONEOK, Inc. and ONEOK Partners, L.P. and their respective divisions, affiliates and subsidiaries.
- b. Additional Insured Endorsement Contractor shall purchase and maintain liability insurance, as described above, specifically naming as additional insureds the City of Eldridge, Iowa and its officers and employees; Shive-Hattery, Inc. and its officers and employees; TC Energy, Northern Border, and its officers and employees; and ONEOK, ONEOK, Inc. and ONEOK Partners, L.P. and their respective divisions, affiliates and subsidiaries.