

SUPPLIER-FURNISHED INSURANCE

1. Supplier shall, at his expense, procure and maintain the following insurance:

A. WORKERS' COMPENSATION INSURANCE in the amount required by all applicable laws, including, without limitation, the Longshore and Harbor Workers' Compensation Act and any other federal compensation act or maritime act, and EMPLOYER'S LIABILITY INSURANCE to a limit of not less than \$1,000,000. Supplier before commencing the Work shall be qualified under the workers' compensation laws of the state or states in which the Work or any portion of the Work is to be performed and shall at all times comply with the provisions of said laws. All subSuppliers of Supplier shall be required by Supplier to maintain the above described insurance coverages and to comply with qualification requirements of all applicable workers' compensation laws; Supplier shall do so on behalf of his subSuppliers if his subSuppliers fail to maintain said insurance or to comply with said qualification requirements.

B. COMPREHENSIVE GENERAL LIABILITY INSURANCE, including, without limitation, automobile liability covering Supplier and his employees for all of Supplier's operations hereunder, including, without limitation, the operations of all subSuppliers, the operation of vehicles and equipment by Supplier or any and all subSuppliers and liability assumed under the "Indemnity" provision of this Contract, with limits of not less than \$5,000,000 as a combined single limit for injury to, or death of, any person or persons and for property damage, including consequential loss, arising out of any single occurrence. Supplier represents and warrants that he has the capability of properly performing the Work.

C. BUILDER'S ALL RISK INSURANCE to cover the Work to be performed under this Contract. The maintenance of such insurance shall not in any way limit or modify Supplier's responsibility for the Work and for Owner-furnished items set forth in this Contract. The Builder's All Risk Insurance shall cover, without limitation, loss from the perils of fire and lightning, vandalism, malicious mischief, theft and the perils set forth in the extended coverage endorsement, namely, windstorm, hail, explosion, vehicles, smoke, riot and civil commotion and the perils of collapse, dropping and collision.

Property to be insured shall include all material and equipment in place or delivered to the project site which is to be or may become a permanent part of the completed Work, whether owned by Supplier or held by it in trust or in joint account with others or for which it is liable or has assumed liability, including, without limitation, (a) Owner-furnished equipment, materials or supplies which will be incorporated into the Work, (b) miscellaneous supplies, surplus materials, protective fences, form lumber, forms, scaffolding, rigging, false

work, staging, towers and other expendable items which do not become a part of the completed Work but the price of which is included in the amount of this Contract, and (c) buildings, structures and construction services, such as water, gas, fuel, electricity and sanitary facilities, whether temporary or permanent, which are constructed for or used in connection with the Work.

The limit of insurance for each occurrence of loss covered under the Builder's All Risk Insurance shall be the sum of (a) the amount of this Contract, (b) the value of Owner-furnished equipment, materials and supplies, and (c) if insured by the Builder's All Risk Insurance, the value of tools, machinery, equipment and vehicles owned or rented by Supplier or his subSuppliers or employees which do not become a part of the completed Work.

2. Prior to commencement of the Work, Supplier shall provide Owner with certificates of insurance which demonstrate compliance with the terms of this Exhibit "D." The Builder's All Risk and Comprehensive General Liability Policies (a) shall name Kaiser Aluminum as an additional insured, (b) Shall provide that other insurance which Owner may have to insure loss shall be in excess of and not contribute to a loss to which the insurance provided herein by Supplier is applicable, and (c) shall provide that the insurer waives any right to subrogation which might arise by reason of any payment under the policies against Kaiser Aluminum, its subsidiaries, its affiliated companies and the agents and employees of any of the foregoing.
3. Insurance deductibles, if any, shall not exceed \$10,000 per occurrence and shall be absorbed entirely by Supplier with no contribution by Owner. In the event of a reduction or exhaustion of any aggregate limit, Supplier shall secure additional insurance or shall have excess insurance available so as to comply at all times with the above requirements as to limits.
4. The obligation to carry the insurance required by this Exhibit "D" shall not limit or modify in any way any other obligations assumed by Supplier under this Contract. Owner shall not be under any duty to examine policies, certificates or other evidence of Supplier's insurance or to advise Supplier in the event that Supplier's insurance is not in compliance with this Contract. At the time of a loss, Supplier shall provide Owner with a written report of the loss.
5. At the time of a loss, Supplier shall provide Owner with a written report of the loss.