

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|---|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$500,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$500,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$1,000,000 |
| 2) General Aggregate: | \$1,000,000 |
| e. Automobile Liability -- | |
| 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident | \$1,000,000 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$1,000,000 |

- g. Other (specify):
 - 1) Maritime (Jones Act) Coverage \$1,000,000
- 2. By Owner:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability --
 - 1) Each Accident \$500,000
 - 2) Disease, Policy Limit \$500,000
 - 3) Disease, Each Employee \$500,000
 - c. General Liability --
 - 1) General Aggregate: \$1,000,000
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000
 - d. Excess Umbrella Liability --
 - 1) Each Occurrence: \$1,000,000
 - 2) General Aggregate: \$1,000,000
 - e. Automobile Liability --
 - 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - f. Other (specify):
 - 1) NOT APPLICABLE \$ _____

B. Additional Insured's

1. The following persons or entities are to be listed on Owner's general liability and property policies of insurance as additional insured's, as provided in Paragraph 6.04.B:
Brown, Mitchell & Alexander, Inc.
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is EXHIBIT I, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

Allocation of Risks

Paragraph 6.10 of the Agreement is amended and supplemented to include the following agreement of the parties:

I6.10.B *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.
2. *Statute of Limitations.* Statute of limitations will commence to run at the Date of Substantial Completion of the Work. The Owner and Engineer hereby agree that any applicable statute of limitations will commence to run and any alleged cause of action shall be deemed to have accrued in any and all event not later than the relevant Date of Substantial Completion of the Work.