

Exhibit “A” - INSURANCE

1.0 Requirements

Before performing work or conducting any activities at the site of the Project, Subcontractor shall, at its expense, procure and maintain insurance coverages on all its operations, in admitted companies having at least an A. M. Best rating of no less than A-VII. Contractor may consider accepting coverage from a non-admitted carrier. Coverage requirements on forms acceptable to the Contractor are as follows:

1.1 Workers’ Compensation and Employers Liability Insurance as required by applicable law or regulation.

- 1.101 Employers Liability Insurance with a \$1,000,000 limit;
- 1.102 Waiver of Subrogation endorsement in favor of the Contractor and Owner as required by contract;
- 1.103 If there is an exposure to injury to Subcontractor’s employees under the U.S. Longshoreman and Harbor Workers’ Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

1.2 General Liability Insurance on a coverage form at least as broad as 2001 Insurance Services Office (ISO) occurrence form CG 0001, including coverage for:

- 1.201 Premises and Operations;
- 1.202 Products and Completed Operations;
- 1.203 Broad Form Property Damage (including Completed Operations);
- 1.204 Explosion, Collapse, Underground Hazards (including subsidence);
- 1.205 Contractual Liability insuring obligations assumed in this agreement;
- 1.206 Personal Injury and Advertising Liability;
- 1.207 Severability of Interest Clause;
- 1.208 Waiver of Subrogation endorsement in favor of the Contractor and Owner as required by contract;
- 1.209 General Aggregate Limits of Insurance shall apply separately to the project.
- 1.210 “Claims Made” and “Modified Occurrence” policy forms are not acceptable.
- 1.211 “Risk Retention Groups” are not acceptable.
- 1.212 Self-insured retention or deductible greater than \$25,000 must be declared to contractor at time of bid.
- 1.213 Subcontractor shall maintain general liability and completed operations coverage through the expiration of the patent deficiency in construction statute of repose period established per the civil code of the state where the project is located.
- 1.214 Minimum Limits of Liability shall be:
 - \$1,000,000 Each Occurrence;
 - \$1,000,000 Personal Injury Liability;
 - \$2,000,000 Products & Completed Operations Aggregate;
 - \$2,000,000 General Aggregate;

1.3 Automobile Liability Insurance on a coverage form at least as broad as ISO form CA 0001, including:

- 1.301 Coverage on any automobile, or on all owned, non-owned and hired automobiles;
- 1.302 \$1,000,000 Combined Single Limit for bodily injury and property damage.

1.4 Umbrella or Excess Liability Insurance:

- 1.401 \$2,000,000 minimum limit, or higher limits as required by either the Owner or the Contractor.

1.5 Additional Insured and Primary Insurance Requirement:

- 1.501 Under the Commercial General Liability policy the Subcontractor shall add the Contractor, its officers, directors and employees and the Owner as additional insured. The policy shall stipulate that the insurance afforded the Contractor and the Owner as additional insureds shall apply as primary insurance. Any other insurance carried by the Contractor or the Owner will be excess only and will not contribute with this insurance.
- 1.502 The additional insured coverage, including ongoing and completed operations, shall be provided by an endorsement providing coverage at least as broad as:
- (1) Additional Insured (Form B) ISO endorsement form CG 2010 1185, or equivalent, or;
 - (2) A combination of Additional Insured ISO endorsement form CG 2010 1001, or later versions (any addition date) and Additional Insured endorsement form CG 2037 1001, or later versions (or equivalent).
- 1.503 Additional insured endorsements shall be provided for **one** year following project completion.

1.6 Certificates of Insurance:

- 1.601 Certificates of Insurance shall be furnished by the Subcontractor to Contractor before any work is commenced hereunder by the Subcontractor.
- 1.602 The Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Contractor, except for 10 days in the event of non-payment of premium.
- 1.603 The required insurance shall be subject to approval of Contractor, but any acceptance of insurance certificates by the Contractor shall in no way limit or relieve the Subcontractor of the duties and responsibilities assumed by the Subcontractor in this Contract. Allowance of any additional exclusions or coverage limiting endorsements is at the discretion of Contractor, and Subcontractor's bid shall be subject to adjustment to compensate for the existence of such exclusions.
- 1.604 Payment may be withheld, at the option of the Contractor, until such certificates have been furnished, or if upon receipt of a cancellation notice on a policy, until withdrawal of the notice or the reinstatement of the canceled policy. Copies of policies shall be furnished upon request.

1.7 Insurance Requirements for Sub-Subcontractors, Truckers, Vendors and Suppliers:

- 1.701 Subcontractor shall ensure that its Subcontractors, Truckers, Vendors and Suppliers of any tier shall maintain insurance in like form and amounts, including the Additional Insured requirements set forth above, and will provide Contractor evidence of sub-Subcontractors, truckers, vendors and suppliers insurance prior to their starting work.

1.8 Builders Risk Insurance:

- 1.801 Subcontractor shall satisfy itself as to the existence and extent of Builder's Risk insurance prior to commencement of Subcontractor's work.
- 1.802 If Builders Risk insurance purchased by Owner or Contractor provides coverage to Subcontractor for loss or damage to Subcontractor's work, Subcontractor shall be responsible for the insurance policy deductible.
- 1.803 If Owner or Contractor has not purchased Builders Risk insurance including the full insurable value of Subcontractor's work, then Subcontractor may procure such insurance at its own expense to protect the interests of Subcontractor and its subcontractors in the work. Such insurance shall also apply to any of Owner's or Contractor's property in the care, custody or control of the Subcontractor.
- 1.804 Contractor and Subcontractor waive all rights against each other and against all other Subcontractors and Owner for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance.

1.9 Property Insurance:

- 1.901 Subcontractors of every tier shall procure and maintain at its own expense property and equipment insurance for Subcontractor's tools, equipment, and temporary structures.

1.10 Professional Liability Exposure:

- 1.1001 A Professional Liability Insurance Policy shall be carried by Subcontractor with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate if work under this subcontract includes professional, design assist, design-build, or LEED certification services.
- 1.1002 Evidence of coverage in the form of a Certificate of Insurance shall be provided prior to the start of the project.

1.11 Commercial Crime/Employee Dishonesty Insurance:

- 1.1101 A \$500,000 Commercial Crime policy providing blanket employee dishonesty must be maintained by subcontractor, including an endorsement for third party liability.

1.12 Aircraft/ Helicopter Insurance:

- 1.1201 If the Subcontractor or their Subcontractors use any owned, leased, chartered or hired aircraft of any type in the performance of this contract, they shall maintain aircraft liability insurance in an amount of not less than \$10,000,000 per occurrence including Passenger Liability.
- 1.1202 Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the project.

1.13 Pollution Liability:

- 1.1301 If Subcontractors or their Subcontractors or Suppliers of any tier bring pollutants to the job site, if their operations create a pollution exposure, or as deemed necessary by the Contractor, they shall maintain a Contractor's Pollution Liability policy with limits not less than \$1,000,000 per occurrence.
- 1.1302 If Subcontractors or their Subcontractors or Suppliers of any tier are performing work on the building envelope, dealing with water, or as deemed necessary by the Contractor, they shall maintain a Contractor's Pollution Liability policy, including mold, with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- 1.1303 This subcontract agreement requires the Owner and Contractor to be afforded Additional Insured status on the subcontractor's Pollution Liability policy.

1.14 Hazardous Materials Abatement:

- 1.1401 If Subcontractors or their Subcontractors or Suppliers of any tier are required to perform remediation of hazardous materials as those terms are defined in federal, state, or local law, or if their operations involve an exposure to hazardous materials, they must carry a Contractor's Pollution Liability policy with limits not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate.
- 1.1402 The Owner and Contractor must be named as Additional Insured on this policy.
- 1.1403 If Subcontractor or their Subcontractors haul hazardous material, the policy must extend pollution coverage to the transportation of hazardous materials or pollutants by waste hauling vehicles. If Subcontractor is subject to the Motor Carrier Act of 1980, the Motor Carrier Act endorsement MCS-90 must be obtained and attached to the policy.

1.15 Riggers Liability:

- 1.1501 Should Subcontractor's work involve the moving, lifting, lowering, rigging or hoisting of property or equipment belonging to other parties, Subcontractor shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment not owned by the subcontractor.

1.16 Work Near Railroads:

- 1.1601 If Subcontractor (including any lower tier Subcontractor or supplier) performs any work or conducts any operations within fifty feet of any railroad (including any light rail, fixed rail or other rail system), Subcontractor shall obtain an endorsement of its Commercial General Liability Policy to delete any exclusion, including the Contractual Liability exclusion, for work performed within fifty feet of a railroad. A copy of such endorsement shall be provided to Contractor prior to any work or operations by Subcontractor within fifty feet of any railroad.

1.17 Other Requirements:

- 1.1701 Acceptance of insurance certificates by Contractor shall in no way limit Subcontractor's duties and responsibilities under this Agreement, including the duty to indemnify Contractor.
- 1.1702 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Subcontractor for liability in excess of such coverage, nor shall it preclude Contractor from taking other available actions under any other provision of this Agreement or law.
- 1.1703 If higher limits or other forms of insurance are required as listed in the project specifications, subcontractor will comply with such requirements.
- 1.1704 Subcontractor shall be responsible for any deductible amount or any loss arising out of coverage denials by its insurance carrier(s).
- 1.1705 Should any insurance policy lapse or be canceled during the contract period, Subcontractor shall, prior to the effective expiration or cancellation date, furnish Contractor with evidence of renewal or replacement of the policy.
- 1.1706 Failure to continuously satisfy insurance requirements as herein provided is a material breach of contract.
- 1.1707 In the event Subcontractor fails to maintain any insurance coverage required, Contractor may, but is not required to, maintain such coverage and charge the expense to Subcontractor, or terminate this contract.
- 1.1708 Subcontractor's obligations for loss or damage arising out of Subcontractor's work are not limited to the types or amounts of insurance set forth above. To the extent Subcontractor maintains insurance greater than these minimum requirements; Subcontractor agrees that such insurance shall be applicable to any of Subcontractor's liability obligations.
- 1.1709 In specifying minimum insurance requirements herein, Contractor doesn't recommend this insurance as adequate to protect Subcontractor's interests.