

## EXHIBIT A

### INSURANCE REQUIREMENTS OF SUBCONTRACTOR

1. **Definitions.** For purposes of this Subcontract:
  - 1.1 **Owner Parties.** "Owner Parties" means (a) the party identified as Owner on page 1 of the Subcontract agreement, (2) any lender whose loan is secured by lien against the Work, (c) their respective shareholders, member, partners, joint ventures, co-ventures, affiliates, subsidiaries, successors and assigns, (d) any directors, officers, employees or agents of such persons or entities and (f) others as required by the General Contract Documents, if any.
  - 1.2 **ISO.** "ISO" means Insurance Services Office.
2. **Subcontractor Insurance Representations**
  - 2.1 It is expressly understood and agreed that the insurance coverages required herein:
    - 2.1.1 Represent Contractor's minimum requirements and are not to be construed to void or limit the Subcontractor's indemnity obligations as contained in this Subcontract nor represent in any manner a determination of the insurance coverages the Subcontractor should or should not maintain for its own protection; and
    - 2.1.2 Are being, or have been obtained by the Subcontractor in support of the Subcontractor's liability and indemnity obligations under this Subcontract. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Subcontractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Subcontract.
  - 2.2 Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Subcontract. If the subcontractor shall fail to remedy such breach within five (5) business days after notice by the Contractor, the Subcontractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Contractor from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Subcontractor by the Contractor.
3. **Conditions Affecting All Insurance Required Herein**
  - 3.1 **Cost of Insurance.** All insurance coverage shall be provided at the Subcontractor's sole expense.
  - 3.2 **Status and Rating of Insurance Company.** All insurance coverage shall be written through insurance companies authorized to do business in the state in which the work is to be performed and rated no less than A-: VII in the most current edition of A.M. Best's Key Rating Guide.
  - 3.3 **Restrictive, Limiting or Exclusionary Endorsements.** All insurance coverage shall be provided to the Contractor in compliance with the requirements herein and shall contain endorsements that restrict, limit or exclude coverage required herein in any manner without the prior express written approval of the Contractor.
  - 3.4 **Limits of Liability.** The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
  - 3.5 **Notice of Cancellation, Nonrenewal or Material Reduction in Coverage.** All insurance coverage shall contain the following express provision:

In the event of cancellation, non-renewal or material reduction in coverage affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder by certified mail or registered mail, return receipt requested.
  - 3.6 **Waiver of Subrogation.** The subcontractor hereby agrees to waive its rights of recovery from the Contractor and/or Owner Parties with regards to all causes of property and/or liability loss and shall cause a waiver of subrogation endorsement to be provided in favor of the Contractor and Owner Parties on all insurance coverage carried by the Subcontractor, whether required herein or not.
  - 3.7 **Deductible/Retention.** Except as otherwise specified herein, no insurance required herein shall contain a deductible or self-insured retention in excess of \$25,000 without prior written approval of the Contractor. All deductibles and/or retentions shall be paid by, assumed by, for the account of and at the Subcontractor's sole risk. The subcontractor shall not be reimbursed for the same.
4. **Maintenance of Insurance.** The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Subcontract and thereafter as required:
  - 4.1 **Commercial General Liability Insurance.**
    - 4.1.1 **Coverage.** Such insurance shall cover liability arising out of all locations and operations of the Subcontractor, including but not limited to liability assumed under this Subcontract (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.
    - 4.1.2 **Form.** Commercial General Liability Occurrence form (at least as broad as an unmodified ISO CG 0001 0798 or its equivalent).
    - 4.1.3 **Amount of Insurance.** Coverage shall be provided with limits of not less than:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Product-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000

4.1.4 Required Endorsements

- a. Additional Insured. Additional insured status shall be provided in favor of the Contractor and Owner Parties on any of the following:
  - i. ISO form CG 20 10 11 85; or
  - ii. ISO form CG20 26 11 85; or
  - iii. a combination of ISO forms CG 20 33 10 01 and CG 20 37 10 01; or
  - iv. any form providing equivalent protection to Contractor.
- b. Designated Construction Project(s) Aggregate Limit. The aggregate limit shall apply separately to this Subcontract through use of an ISO CG 25 03 03 97 endorsement or its equivalent.
- c. Notice of Cancellation, Nonrenewal or Material Reduction in Coverage, as required in 3.5, above.
- d. Personal Injury Liability. The personal injury contractual liability exclusion shall be deleted.
- e. Primary and Non-Contributing Liability. It is the intent of the parties to this Subcontractor that all insurance required herein shall be primary to all insurance available to the Contractor and/or Owner Parties. The obligations of the Subcontractor's insurance shall not be affected by any other insurance available to the Contractor or Owner Parties and shall seek no contribution from the Contractor's or Owner Parties insurance, whether primary, excess contingent or on any other basis. The Subcontractor's insurance coverage shall be endorsed to provide such primary and non-contributing liability.
- f. Waiver of Subrogation, as required in 3.6 above.

4.1.5 Continuing Commercial General Liability Insurance. The subcontractor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Project.

4.2 Auto Liability Insurance

4.2.1 Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned).

4.2.2 Form. Business Auto form (at least as broad as an unmodified ISO CA 0001 or its equivalent).

4.2.3 Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000.

4.2.4 Required Endorsements

- a. Notice of Cancellation, Nonrenewal or Material Reduction in Coverage, as required in 3.5, above.
- b. Waiver of Subrogation; as required in 3.6, above.

4.3 Workers' Compensation/Employer's Liability Insurance

4.3.1 Coverage. Such insurance shall cover liability arising out of the Subcontractor's employment of workers and anyone for whom the Subcontractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. USL&H must be provided where such exposure exists.

4.3.2 Amount of Insurance. Coverage shall be provided with a limit of not less than:

Workers' Compensation:	Statutory limits.
Employer's Liability:	\$1,000,000 each accident and each disease.

4.3.3 Required Endorsements

- a. Notice of Cancellation, Nonrenewal or Material Reduction in Coverage, as required in 3.5, above.
- b. Waiver of Subrogation, as required in 3.6, above.

4.4 Umbrella Liability Insurance

4.4.1 Coverage. Such insurance shall be excess over and be no less broad than all coverages described above and shall include a drop-down provision for exhaustion of underlying limits.

4.4.2 Forms. This policy shall have the same inception and expiration dates as the commercial general liability insurance required above.

4.4.3 Amount of Insurance. Coverage shall be provided with a limit of not less than \$2,000,000. Lesser limits will be considered by Contractor on a case-by-case basis upon submittal by Subcontractor.

4.4.4 Continuing Umbrella Liability Insurance. The Subcontractor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Project.

5. **Intentionally left blank.**

6. **Evidence of Insurance**

6.1 Provision of Evidence. Evidence of the insurance coverage required to be maintained by the subcontractor, represented by certificates of

insurance, evidence of insurance and endorsements issued by the insurance company or its legal agent, and must be furnished to the Contractor prior to commencement of Work and not later than fifteen (15) days after receipt of this Subcontract. New certificates of insurance, evidence of insurance and endorsements shall be provided to the Contractor prior to the termination date of the current certificates of insurance, evidence of insurance and endorsements.

6.2 Form

- 6.2.1 All property insurance required herein shall be evidenced by ACORD form 28, "Evidence of Property Insurance".
- 6.2.2 All liability insurance required herein shall be evidenced by ACORD form 25, "Certificate of Insurance".

6.3 Specifications. Such certificates of insurance, evidence of insurance and endorsements shall specify:

- 6.3.1 The Contractor as a certificate holder with correct mailing address.
- 6.3.2 Insured's name, which must match that on this Subcontract.
- 6.3.3 Insurance companies affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein and signature of authorized representative of insurance company.
- 6.3.4 Producer of the certificate with correct address and phone number listed.
- 6.3.5 Additional insured status required herein.
- 6.3.6 Amount of any deductibles and/or retentions.
- 6.3.7 Cancellation, non-renewal and material reduction in coverage notification as required by this Subcontract. Additionally, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon Company, its agents or representatives" shall be deleted from the cancellation provisions of the ACORD 25 certificate of insurance form.
- 6.3.8 Designated Construction Project Aggregate Limits required herein.
- 6.3.9 Personal Injury contractual liability required herein.
- 6.3.10 Primary and non-contributing status required herein.
- 6.3.11 Waivers of subrogation required herein.

6.4 Required Endorsements. A copy of each of the required endorsements shall also be provided.

6.5 Failure to Obtain. Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Subcontractor's obligation to maintain such insurance.

6.6 Certified Copies. Upon request of Contractor, the subcontractor shall provide to the Contractor a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies if necessary, shall be delivered to the Contractor prior to the expiration of the previous policy.

6.7 Commencement of Work. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Subcontract, shall not constitute a waiver by Contractor of any rights. The Contractor shall have the right, but not the obligation, of prohibiting the Subcontractor or any subcontractor performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Contractor.

7. Release and Waiver. The subcontractor hereby releases, and shall cause its subcontractors to release, the Contractor and Owner Parties from any and all claims or causes of action whatsoever which the Subcontractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or no, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Subcontractor and/or its subcontractors pursuant to this Subcontract.