

EXHIBIT A

INSURANCE REQUIREMENTS

Casualty Insurance. Contractor shall, at its expense, procure and maintain insurance on all of its operations, with companies acceptable to Owner, as follows:

\$1,000,000 each occurrence (combined single limit for bodily injury and property damage)

Workers Compensation and Employer's Liability Insurance. Workers Compensation insurance shall be provided as required by any applicable law or regulation. Employer's Liability insurance shall be provided in amounts not less than:

\$1,000,000 for personal injury liability

\$2,000,000 aggregate for products-completed operations

\$2,000,000 general aggregate

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 each employee for bodily injury by disease

The general aggregate limit shall apply separately to Contractor's work under this Contract. For Contracts in excess of \$500,000, an additional \$5,000,000 Excess Liability Insurance policy shall be maintained over the General Liability coverage that shall, at a minimum, include coverage for the exposures set forth in items 1-6 above.

If there is an exposure of injury to Contractor'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.

Owner, its officers, directors and employees, shall be named as additional insureds under the Commercial General Liability policy and Excess Liability policy and such insurance afforded the additional insureds shall apply as primary insurance. Any other insurance maintained by Owner shall not be called upon to contribute with this insurance.

General Liability Insurance. Contractor shall carry primary Commercial General Liability insurance covering all operations by or on behalf of Contractor providing insurance for bodily injury and property damage liability for the limits of liability indicated below and including but not limited to coverage for:

Coverage for the Owner, its officers, directors and employees, and Owner shall be provided by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 1185 as published by the Insurance Services Office (ISO) (or equivalent). Additional insured endorsement will be

- (1) premises and operations
- (2) products and completed operations will be maintained for ten years following Project completion.
- (3) contractual liability insuring tort obligations assumed by Contractor in this Contract
- (4) broad form property damage (including completed operations)
- (5) explosion, collapse and underground hazards (including subsidence and any other earth movement)
- (6) personal injury liability

The limits of liability shall be not less than the amounts required of Contractor under the Contract Documents, but in no event less than:

provided for four years following Project completion.

Claims Made and Self Insurance Provisions.

Contractor shall not provide general liability insurance under any Claims Made General Liability form without the express prior written consent of Owner. Any self-insurance program providing coverage in excess of \$25,000 per occurrence requires the prior written consent of Contractor.

Automobile Liability Insurance. Contractor shall carry automobile liability insurance, including coverage for all owned hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Owner shall be named as additional insureds.

Additional Requirements. All insurance under this provision (including, but not limited to general liability, automobile liability, and workers' compensation and employer's liability insurance) shall be provided by a California admitted carrier with an A.M. Best's Rating of A- or better, financial capacity VII or greater (except for State Fund of California for workers' compensation coverage). General liability insurance shall be written on a form at least as broad as ISO occurrence form CG 0001; Automobile Liability Insurance shall be provided pursuant to a coverage form at least as broad as ISO form CA 0001. Owner reserves the right, in its sole and subjective discretion, to reject an insurer and require Contractor to obtain policies from another insurer.

Certificates of insurance, as evidence of the insurance required by this Contract and including the required "additional insured" endorsement(s) shall be furnished by Contractor to Owner with its bid. Certificates shall set forth deductible amounts applicable to each policy and all exclusions or limitations not set forth in ISO Commercial General Liability Form CG 00 01. The Owner may allow deductible provisions if Contractor is willing to increase retentions accordingly. Standard ISO Form CG 0001 exclusions will also be allowed. Allowance of any additional exclusions or coverage limiting endorsements is at the discretion of the Owner, and Contractor's bid shall be subject to upward adjustment to compensate for the existence of such exclusions.

Contractor's insurance and additional insured coverage shall not include the following exclusions or provisions: cross-suits and/or cross-insureds exclusion of coverage, mold, water damage and/or earth movement exclusions.

Contractor shall cause its policies to be amended or endorsed to remove any such exclusions, provisions or limitations.

Regardless of the allowance of exclusions, coverage limitations or deductibles by the Contractor, Contractor shall be responsible for any deductible amount or any loss arising out of coverage denials by his insurance carrier(s). Certificates of insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) day's prior written notice to Owner. Any acceptance of insurance certificates by Owner shall in no way limit or relieve Contractor of its duties and responsibilities under this Agreement, including the duty to defend, indemnify and hold harmless Owner.

Contractor shall take such steps as are necessary to assure Contractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period, Contractor shall, prior to the effective expiration or cancellation date, furnish the Owner with evidence of renewal or replacement of the policy. Failure to continuously satisfy insurance requirements as herein provided is a material breach of contract. In the event Contractor fails to maintain any insurance coverage required, Owner may, but is not required to, maintain such coverage and charge the expense to Contractor or terminate this contract.

Any acceptance of insurance certificates or endorsements by Owner shall in no way limit or relieve Contractor of its duties and responsibilities under this Contract including the duty to indemnify and hold harmless Contractor.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage nor shall it preclude the Owner from taking such other actions as is available to it under any other provision of the contract or law. If higher limits or other forms of insurance are required in the Contract Documents, Contractor will comply with such requirements.

Contractor shall not provide any liability coverage (including auto coverage) under a claims made, "wasting" policy or other form of policy that reduces the amount of coverage, in whole or in part, by amounts expended on defense of claims.

Contractor shall also satisfy the following additional requirements:

- (a) **Hazardous Materials.** If Contractor and/or its subcontractors or suppliers, regardless of tier,

perform remediation of hazardous materials or if their operations create an exposure to hazardous materials as those terms are defined in federal, state or local law, Contractor and its subcontractors and suppliers must obtain a "Contractor's Pollution Liability" policy with limits not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, naming Contractor as an additional insured. If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), the policy must extend pollution coverage to the transportation of hazardous materials or pollutants by waste hauling vehicles. If Contractor is subject to the Motor Carrier Act of 1980, the Motor Carrier Act endorsement MCS-90 must be obtained and attached to the policy.

- (b) **Professional Liability.** If Contractor (or its subcontractors or suppliers, regardless of tier) performs any design/build work or services, it shall obtain a Professional Liability Insurance Policy. Design/build work includes, without limitation, design/build work with respect to mechanical, electrical, structural, plumbing and fire sprinkler systems. Evidence of coverage in the form of a Certificate of Insurance shall be provided prior to the start of the Project. Contractor shall obtain coverage for a minimum of three years following completion of the Project, either through continued purchase of policies for such years or through purchase of an extended reporting period. If Owner or Contractor elects to purchase a project design policy, Contractor's policy shall be endorsed to indicate that Contractor's policy shall provide coverage once the project design policy has been exhausted.
- (c) **Equipment and Property Coverage.** Contractor shall procure and maintain at its own expense property and equipment insurance for Contractor's tools, equipment, temporary structures, work in progress, work in transit and/or in temporary storage.

If builders' risk insurance is not provided by Owner, Contractor shall purchase and maintain installation floater coverage written to cover all risks of physical loss except those specifically excluded in the policy, and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief and collapse. This insurance shall be written in an amount to provide full protection for Contractor's work and equipment. This insurance shall apply on a replacement cost basis. Any deductible shall be the full responsibility of Contractor.

- (d) **Waiver of Subrogation.** Contractor and Owner waive all rights against each other for loss or damage to the extent reimbursed by any insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If any applicable policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will provide these endorsements to Owner with their insurance.
- (e) **Requirements for Sub-Contractors, Vendors, and Suppliers.** Contractor shall ensure that all tiers of its subcontractors, vendors and suppliers shall maintain insurance in like form and amounts, shall comply with the additional insured requirements as set forth above, shall waive subrogation as set forth above, shall otherwise comply with all requirements of this Exhibit A, and shall provide Owner with evidence of insurance prior to commencing work