

## EXHIBIT A INSURANCE SECTION

Prior to commencement of any work under this Agreement and until completion and final acceptance of the work (as well as for a commercially reasonable period thereafter), Contractor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to University certificates of insurance evidencing same and reflecting the effective date of such coverage as indicated herein. Such certificates shall be on standard Acord forms, executed by a duly authorized representative of each insurer, and shall provide for thirty (30) days' written notice to University prior to the cancellation or material change of any insurance referred to therein. Contractor's insurers must be authorized to do business in the state where service is provided and have a policyholder rating ("AM Best Rating") of at least "A" and be assigned a financial size category of at least "VII" and must be otherwise acceptable to University. Contractor shall provide copies of applicable insurance policies required within ten (10) days of University's written request.

The term "subcontractor" as used in this section shall mean and include subcontractors of every tier.

A. Worker's compensation and occupational disease insurance (statutory limits complying with the laws of the state(s) in which the work is to be performed) and employer's liability insurance with the following limits, or the Contractor's policy limits, **whichever is greater**:

- Bodily Injury by Accident \$1,000,000.00 each accident
- Bodily Injury by Disease \$1,000,000.00 policy limit
- Bodily Injury by Disease \$1,000,000.00 each employee

Such policies shall contain a waiver of subrogation in favor of University.

Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance by Contractor pursuant to this Agreement or during performance by any supplier or subcontractor.

Contractor shall require each of its subcontractors to likewise purchase and maintain, at their expense, workers' compensation and employer's liability insurance meeting the same limits and requirements as indicated herein, including the same waiver of subrogation in favor of University.

Where applicable, a U.S. Longshore and Harborworkers' Compensation Act endorsement shall be attached to the policy.

B. Commercial General Liability (CGL) with limits of not less than:

- one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage and personal & advertising injury,
- two million dollars (\$2,000,000.00) general aggregate. The aggregate must be applicable on a per project basis,
- two million dollars (\$2,000,000.00) products/completed operations aggregate,

or limits carried, **whichever is greater.**

(NOTE: If the limits will be higher than 1/2/2, you need to indicate that these limits may be satisfied by an umbrella or excess policy.)

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage; “modified occurrence” and “claims made” are not acceptable) and must include, without limitation, the following:

1. broad form blanket contractual liability coverage for liability assumed under this Agreement;
2. completed operations / products liability coverage, which shall continue up to and including the final date upon which any applicable statute of limitation and/or statute of repose shall elapse and expire;
3. broad form property damage coverage;
4. personal and advertising injury liability coverage;
5. premises-operations coverage (including explosion, collapse and underground coverage);
6. coverage for independent contractors;
7. “action over” coverage;
8. duty to defend in addition to (without reducing) the limits of the policy;
9. severability of interests (full separation of insureds); and
10. if the work is to be performed within fifty (50) feet of any railroad, Contractor’s CGL policy shall be endorsed to delete the exclusion for work performed within fifty (50) feet of a railroad.

Standard ISO form CG 00 01 exclusions will be allowed. Allowance of any additional exclusions or coverage-limiting endorsements is at the discretion of University.

Endorsements must be furnished reflecting the inclusion of the interests of University and its officers, directors, partners, representatives, agents students, volunteers, and employees, and naming each as an Additional Insured on a primary and noncontributing basis. Coverage for Additional Insureds shall be provided via ISO form CG 20 10 11 85 or its equivalent. Such coverage shall be afforded to the same extent it is afforded to Contractor and shall not be subject to any exclusion, limitation or condition to which the coverage afforded Contractor is not also subject. This shall include coverage for ongoing operations **and** completed operations, which shall remain in effect through any applicable statute of limitation or statute of repose.

Contractor shall require each of its subcontractors to likewise purchase and maintain, at their expense, general liability insurance meeting the same limits and requirements as indicated herein.

This Exhibit A shall, in no event, be construed to require that additional insured insurance coverage be provided to a greater extent than that permitted under the statutes or public policy of the State of California.

- C. Commercial Automobile Liability Insurance, including, without limitation, liability arising out of all owned, non-owned, leased and hired vehicles, trucks and trailers, or semi-trailers, including any machinery or apparatus attached thereto, with limits not less than one million dollars (\$1,000,000.00) each accident, or limits carried, **whichever is greater**.

Such coverage shall be written on the most recent edition of ISO form CA 00 01 (or a substitute form providing equivalent coverage) and shall include, without limitation, contractual liability coverage. Endorsements must be furnished reflecting the inclusion of the interests of University and its officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and noncontributing basis.

Contractor shall require each of its subcontractors to likewise purchase and maintain, at their expense, automobile liability insurance meeting the same limits and requirements as indicated herein.

- D. Umbrella / Excess Liability Insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence. Umbrella / Excess coverage must be at least as broad as the primary general liability insurance.
- E. Errors & Omissions / Professional Liability Insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence. Such coverage is only required when Contractor is specifically required to perform, or is made responsible for the performance of, such services by this Agreement.
- F. Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- G. If Contractor or its subcontractors or suppliers use any owned, leased, borrowed, chartered, or hired aircraft of any type in the performance of the work under this Contract, then Aircraft Liability coverage shall be maintained by Contractor.
- H. If the work to be performed by Contractor or its subcontractors under this Contract involves the remediation of, or creates and exposure to, any hazardous materials, Contractor shall maintain Contractor's Pollution Liability coverage.
- I. If the work to be performed by Contractor or its subcontractors under this Contract involves the moving, lifting, lowering, rigging, or hoisting of property and/or equipment, Contractor shall

obtain Rigger's Liability coverage to insured against loss or damage to such property or equipment.

- J. Contractor hereby agrees to waive its rights of recovery from University with regard to all causes of property and/or liability loss and shall cause a waiver of subrogation endorsement to be provided in favor of University on all insurance coverage carried by Contractor, whether required herein or not.
- K. Any insurance policies required of or maintained by Contractor pursuant to this Agreement may not contain any exclusions applicable to any of the following: prior work, earth movement and soil subsidence; explosion, collapse, and underground hazards; liabilities arising from condominiums, townhomes, multi-unit, multi-family and/or attached projects; residential construction or any other type of work to which this Subcontract applies.
- L. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to University in this Agreement.
- M. Contractor's failure to provide satisfactory proof of insurance or failure to maintain the insurance required by this Agreement is a material breach of this Agreement and may, in University's sole discretion, result in a delay in the performance of this Agreement or the termination of this Agreement. University shall have the right, but not the obligation, to purchase said insurance at Contractor's expense. University may collect from Contractor the full extent of any and all consequential damages flowing directly or indirectly from such breach.
- N. Contractor alone will determine the appropriate deductible or self-insured retention level for each of the policies of insurance required herein. If University incurs any cost due to Contractor's deductible or self-insured retention level, Contractor will reimburse University for the full amount incurred. Contractor's policies must permit third parties, including University, to pay any deductible or self-insured retention if for any reason Contractor fails to do so.