**EXHIBIT A**

**INSURANCE REQUIRED OF CONTRACTORS**

**[NOTE: This Exhibit assumes that the Agreement to which it is attached will define the following terms: “Owner,” “Contractor,” “Agreement,” “Work,” and “Project.” Adjust these terms as necessary to conform to the equivalent terms used in the individual agreement. Also note that minimum limits are subject to adjustment on a case-by-case basis.]**

1. Required Insurance. Contractor shall maintain the following insurance without interruption through final completion, at any time thereafter when Contractor enters the site to perform corrective Work, and during any additional periods specified herein:

(a) Commercial general liability insurance written on the current ISO CG 00 01 occurrence form or an equivalent acceptable to Owner (the “**CGL**”), (i) covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), (ii) with limits of not less than One Million Dollars ($1,000,000) each occurrence, One Million Dollars ($1,000,000) personal and advertising injury, Two Million Dollars ($2,000,000) general aggregate and a separate Two Million Dollars ($2,000,000) products-completed operations aggregate, (iii) including Owner Parties (as defined in Section 6 of this Exhibit) as additional insureds, using one or more additional insured endorsements that provides coverage for both ongoing and completed operations and is acceptable to Owner, (iv) that applies as primary and non-contributing insurance with respect to any other insurance or self-insurance program afforded to Owner Parties, (v) that provides that any general aggregate limit applies separately to the Work on a “per project” basis, and (vi) that includes a standard ISO separation of insureds provision or a substantially similar provision. Contractor shall maintain its products-completed operations coverage for at least three (3) years after substantial completion of the Work or the earlier termination of this Agreement.

(b) Business automobile liability insurance to cover liability arising out of any automobile (including owned, hired and non-owned automobiles), with a limit of not less than One Million Dollars ($1,000,000) each accident. Contractor waives all rights against Owner Parties for recovery of damages to the extent such damages are covered under any applicable automobile physical damage coverage.

(c) Workers’ compensation and employer’s liability insurance, for all persons Contractor employs in carrying out any Work. The workers’ compensation insurance must fulfill applicable statutory requirements. The employer’s liability insurance must have limits of not less than One Million Dollars ($1,000,000) each accident for bodily injury by accident, One Million Dollars ($1,000,000) each employee for bodily injury by disease, and One Million Dollars ($1,000,000) policy limit for bodily injury by disease. Contractor waives all rights against Owner Parties for recovery of damages covered by the workers’compensation and employer’s liability insurance obtained by Contractor pursuant to this Section 1(c), and shall obtain an endorsement to allow this waiver.

(d) Follow form excess or umbrella liability insurance with respect to Contractor’s CGL, employer’s liability and business automobile liability insurance for the Project, with a limit of not less than Two Million Dollars ($2,000,000) each occurrence. Such insurance must provide that aggregate limits of liability apply separately with respect to the Project on a “per project” basis.

2. Insurance Carried by Subcontractors and Consultants of Contractor. Contractor shall by written agreement require each of its subcontractors and consultants of every tier (“**Subcontractors**”) to maintain as if they were “Contractor” the same insurance required in Section 1 above (including naming the Additional Insureds as additional insureds), except that the amount of excess or umbrella liability insurance will be mutually agreed on a case-by-case basis by Contractor and Owner, based on the type of Work or services performed.

3. Design Services or Design-Build Services. If the Work includes any design services or design-build work, the entity providing the design services shall provide professional liability insurance with a limit of not less than One Million Dollars ($1,000,000) each claim and One Million Dollars ($1,000,000) aggregate. Such insurance must be retroactive to the date of the commencement of the design services, and must be kept in force for three (3) years after substantial completion of the Work or the earlier termination of this Agreement.

4. General Requirements. Each insurance policy required under this Exhibit (the “**Required Insurance**”) must, unless otherwise agreed in writing by Owner, be issued by reputable insurance carriers having a Best’s rating of at least A- VIII. Each policy and certificate will be subject to reasonable approval by Owner, and Contractor shall make available to Owner copies of policies within fifteen (15) days after Owner’s request. The cost (including deductibles and self-insured retentions) of the Required Insurance, as well as the cost of any other insurance carried by Contractor with respect to the Work, will be borne solely by Contractor, without additional reimbursement by Owner. By requiring the Required Insurance, Owner does not represent that such coverage and limits will be adequate to protect Contractor, and such coverage and limits will not limit Contractor’s other obligations under this Agreement, unless expressly provided otherwise in this Agreement.

5. Evidence of Insurance. Concurrently with the execution of this Agreement, and in any event prior to commencing Work at the site, Contractor shall provide to Owner (a) an insurance certificate evidencing the Required Insurance, and (b) an endorsement to Contractor’s CGL adding Owner Parties as additional insureds. Contractor shall ensure that Owner is notified at least thirty (30) days prior to the cancellation or non-renewal of any Required Insurance, or ten (10) days prior in the case of cancellation due to non-payment. Contractor shall provide an updated certificate of insurance before the expiration of the term of any Required Insurance. Owner’s failure to require Contractor to provide evidence of Required Insurance, or Owner’s acceptance of evidence that indicates insurance that fails to satisfy the requirements of this section, will not constitute a waiver of such requirements.

6. Owner Parties. “**Owner Parties**” are as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[ALSO, LIST MANAGER AND ANY OTHER PARTY THAT IS REQUIRED TO BE LISTED AS AN ADDITIONAL INSURED]**, and each of their respective affiliates, subsidiaries, parent corporations, owners, members (direct or indirect), managers, trustees, directors, officers, partners, shareholders, employees and agents.

7. Property Insurance. Owner and Contractor waive all rights against each other and against the contractors (and their subcontractors of every tier), consultants (and their subconsultants of every tier), agents and employees of the other for damages caused by fire or other causes of loss occurring on and after the date on which this Agreement is fully-executed to the extent such damages are covered by property insurance relating to the Work or the Project. Contractor shall require of its Subcontractors, and its and their agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of Owner, Contractor, and their respective contractors (and their subcontractors of every tier), consultants (and their subconsultants of every tier), agents and employees. Contractor shall cause any property insurance it carries (for its tools, equipment, etc.), and shall require its Subcontractors to cause any property insurance they carry, to include such a waiver.