

EXHIBIT A

INSURANCE EXHIBIT

DESIGN-BUILDER'S INSURANCE REQUIREMENTS

1.0 DESIGN-BUILDER'S INSURANCE AND MINIMUM LIMITS OF LIABILITY. Design-Builder shall at a minimum, and irrespective of any other terms of the Contract Documents, provide and maintain in force and at Design-Builder's sole expense the insurance required by this Exhibit concurrent with Design-Builder's obligations under the terms of the Contract Documents. Such insurance shall be with a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located and shall have a minimum rating of A- by A.M. Best Company, or the equivalent rating by another rating authority acceptable to Owner ("Insurer(s)").

.1 General Liability: A Commercial General Liability policy (with umbrella and/or excess as needed) on occurrence based forms with the following minimum limits and coverage:

Limits:

\$ 3,000,000	Per Occurrence	\$5,000	Medical Expense per person
\$ 3,000,000	Personal and Advertising Injury	\$ 7,000,000	General Aggregate
\$ 100,000	Fire Damage	\$7,000,000	Products/Completed Operations-per Occurrence and Aggregate

Coverage:

1. Contractual Liability insuring the obligations assumed by Design-Builder under Contract Documents.
2. Explosion, Collapse and Underground (XCU).
3. Per Project General Aggregate (Form # CG 25 03).
4. Additional Insureds on all policies including all Primary Liability and Excess/Umbrella as may be provided:
 - a. Owner and its designees identified in the Agreement; Owner; and all of the affiliates, parents, subsidiaries, officials, directors, employees, successors, assigns, representatives and volunteers of each of them, shall be named as Additional Insureds on all Design-Builder's policies, including Operations and Products/Completed Operations.
 - b. Additional Insured coverage shall be provided on either: (i) Form # CG 20 10 11 85, covering Operations and Products/Completed Operations of Design-Builder; or (ii) Form # CG 20 10 (later editions), covering Ongoing Operations and amended to include Products/Completed Operations; or (iii) Form # CG 20 10 covering ongoing operations and Form # CG 20 37 10 01 covering Additional Insured Completed Operations; or (iv) equivalent form(s) acceptable to Design-Builder.
 - c. If any of the foregoing forms contain a blanket Additional Insured endorsement or provision, the policy shall be endorsed to provide Owner notice of termination of coverage for the Project. Notice shall be to Owner's Representative as identified in the Agreement.
5. Products/Completed Operations coverage shall be maintained for a minimum period of three (3) years after final completion and Owner's acceptance of the Project.
6. Cross Liability (Separation of Insureds).

No policy shall contain exclusions or have gaps in coverage that restrict or limit its ability to respond. For example, exclusions for residential construction, EIFS, mold and/or pollution (unless provided by a separate policy), construction defects, or inability to name the parties identified in 1.1.4. a. as additional insureds for Products/Completed Operations coverage. Design-Builder and its Insurer(s) acknowledge that they have read the foregoing and warrant that their policy (ies) do (es) not contain such exclusions or gaps in coverage. Should the insurer(s) selected by Design-Builder fail or refuse to assume the defense of any claim that could or should be covered by the insurance required above, Design-Builder and its surety shall be liable to Owner for all damages, fees and costs (including all attorneys' fees) incurred in defending the claim, paying any settlement or judgment and/or pursuing the insurer(s) for coverage.

.2 Commercial Automobile Liability: A Commercial Automobile Liability policy including coverage for death, bodily injury and property damage arising from Owned, Hired and Non-Owned Vehicles operated on or off the Project site with limits of:

\$1,000,000 Combined Single Limit

.3 Workers' Compensation: Regardless of the number of Design-Builder's employees, Design-Builder shall provide and maintain Workers' Compensation insurance covering Design-Builder and all workers. Such insurance shall provide all statutory benefits required by the state in which the Project is located and/or any other governmental or legal authority having jurisdiction, and include Employer's Liability with limits of:

\$1,000,000 Each Accident	\$1,000,000 Disease Policy Limit	\$1,000,000 Each Employee
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Such insurance shall include an Alternate Employer Endorsement naming Owner as the Alternate Employer.

If at any time Design-Builder has workers not on Design-Builder's direct payroll, (e.g. leased employees, contract workers, or other workers that could be classified as a "borrowed servant") not covered by Design-Builder's Workers Compensation insurance then, in addition to and not in lieu of Design-Builder's Workers' Compensation insurance, Design-Builder shall cause all such workers or their employers (e.g. Subcontractors, lower tier contractors, employee leasing companies, labor brokers) to provide and maintain separate Workers' Compensation coverage for such employees with Employer's Liability in the above limits, and with an Alternate Employer Endorsement naming Design-Builder as the Alternate Employer. Design-Builder shall maintain evidence of this coverage through Certificates of Insurance, and Design-Builder shall provide copies of such certificates of insurance to Design-Builder upon request. Anytime Design-Builder employs such workers, Design-Builder represents and warrants that: (1) Design-Builder has complete control and direction of such workers for all Work under the Contract Documents, (2) that the direct employer of such workers has no authority over their control or direction, and (3) Design-Builder has the exclusive right to remove or discharge such workers from the Project Site.

LIMITS OF LIABILITY: The limits required by this Paragraph 1.0 may be satisfied by a combination of underlying (primary), umbrella and/or excess policies. However, the designation of any insurance as an "umbrella policy" or "excess policy" shall not be controlling as to priority of coverage, and Design-Builder agrees that the total limits of insurance required by Design-Builder shall be primary and non-contributory in all respects to insurance by the Design-Builder, if any. If Design-Builder maintains such insurance in limits or combination of limits greater than that required by this Exhibit, Owner shall, as an Additional Insured, be entitled to the full limits of such policies.

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By requiring insurance herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Design-Builder, and such coverage and limits shall not be deemed as a limitation on Design-Builder's liability under the indemnities granted Design-Builder or any other party.

.4 Professional Liability:

Professional Liability with a minimum limit of \$7,000,000 per claim and \$7,000,000 aggregate covering claims arising out of the performance of professional engineering, architecture, or other professional services under the Contract Documents and caused by errors, omissions, or acts for which Design-Builder is liable. Such insurance shall be maintained in force by Design-Builder for a minimum extended reporting period of; (a) three (3) years after final completion and Owner's acceptance of the Project, or (b) for such longer period as may be required by the Contract Documents. Design-Builder shall require the same limits from any design professional or engineer engaged by Design-Builder on this Project.

.5 Environmental/Pollution Liability:

Environmental/Pollution Liability with a minimum limit of \$7,000,000 per claim and \$7,000,000 aggregate covering claims arising out of the release, discharge or use of pollutants or hazardous materials, and including the development of microbial matter (fungae) for which Design-Builder is liable. Such insurance shall be maintained in force by Design-Builder for a minimum extended reporting period of; (a) three (3) years after the date of completion and Owner's acceptance of the Project, or (b) for such longer period as may be required by the Contract Documents.

.6 Owner's and Design-Builder's Protective Liability ("OCP"): () Required

If required by this Exhibit, or provided to satisfy a condition of the Contract Documents, the OCP policy shall have a minimum policy limit of no less than the contract Price or \$1,000,000, whichever is greater. The OCP policy shall name Owner for primary liability coverage except it shall be amended to provide excess coverage over Design-Builder's Commercial General and Umbrella Liability policies as well as waive any rights of subrogation against Owner and other parties designated by Design-Builder. [The OCP policy shall name Owner as the insured, be amended to provide excess coverage over Design-Builder's Commercial General and Umbrella/Excess Liability policies, and waive any rights of subrogation against Owner and other parties designated by Design-Builder.] The Original of or binder for the OCP policy, shall be provided to Design-Builder prior to the start of Design-Builder's Work and shall be effective on or before the date Design-Builder's Work commences. [The Original of, or binder for, the OCP policy shall be effective on or before the date of, and be provided to Design-Builder prior to, the start of Design-Builder's Work.]

.7 Builder's Risk Insurance: Property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Guaranteed Maximum Price, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the Site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in the Agreement or until no person or entity other than the Owner has an insurable interest in the property required by this provision to be covered, whichever is later. This insurance shall include interests of the Owner, the Design-Builder, Subcontractors and sub-subcontractors in the Project. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Design-Builder's and Design Consultant's services and expenses required as a result of such insured loss. This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.8 Other Insurance: Design-Builder shall maintain separate insurance, be responsible for, and waives and releases claims against Design-Builder and Owner relating to loss or damage to rented, leased or owned equipment, temporary facilities, or other personal property of Design-Builder or its lower tier contractors or vendors, or any of their employees.

2.0 EVIDENCE OF INSURANCE. No later than fifteen (15) days after the execution of this contract or five (5) days prior to the start of Design-Builder's Work, whichever is earlier, Design-Builder shall provide evidence of all coverage required by the Contract Documents acceptable to Owner. **THE REQUIRED ENDORSEMENTS SHALL BE ATTACHED TO A CERTIFICATE(S) AND ALL POLICIES SHALL BE ENDORSED TO PROVIDE NO LESS THAN THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER OF CANCELLATION OR NON-RENEWAL.**

3.0 SUBCONTRACTING TO OTHERS. If permitted under the Contract Documents, Design-Builder shall require and secure similar insurance from its Subcontractors and contractors of every tier.

4.0 REPORTS OF ACCIDENT AND INJURY. Design-Builder shall immediately advise Owner in writing of the facts and details of every accident involving personal injury or property damage arising out of or related to Design-Builder's Work.

5.0 DEDUCTIBLES OR SELF INSURED RETENTIONS (SIR). Design-Builder shall be responsible for payment of all deductibles or SIR applicable to Design-Builder's insurance coverage. Unless expressly agreed to in writing by Owner, all required insurance coverage shall be without any deductible or self-insured retention greater than \$25,000 per occurrence. If Design-Builder determines a larger deductible or self-insured retention exists without Owner's express written consent, Owner may withhold payment otherwise due Design-Builder under the Contract Documents, in amount of such deductible or self insured retention, until the expiration of all Design-Builder's obligations. In the event Owner makes a claim against any of Design-Builder's insurance required by this Exhibit or otherwise provided under the Contract Documents, Owner may withhold from any payment otherwise due Design-Builder an amount to reasonably protect Owner from such claim, until such claim is released or satisfied.

6.0 WAIVER OF SUBROGATION. Design-Builder shall obtain a written waiver of subrogation in favor of Owner and all other Additional Insureds from its insurers for all policies required in this Exhibit. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

7.0 PRIMARY AND NON-CONTRIBUTORY. Design-Builder stipulates and shall provide written confirmation from its insurer(s) that the insurance required in the Contract Documents as set forth in this Exhibit is primary and non-contributory.

8.0 If Design-Builder fails to fulfill the requirements this Exhibit, Owner may: (1) terminate the Agreement for default in accordance with Article 11 of the General Conditions, or (2) purchase such insurance coverage at Design-Builder's expense, (3) withhold from payment owed or owing Design-Builder until such time such

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failure is rectified. Such withholding shall not be deemed to be a default under the Contract Documents.

9.0 NON-WAIVER. Design-Builder agrees that all documentation required by this Exhibit shall be provided prior to the start of Design-Builder's Work. Design-Builder's failure to provide, or Owner's failure to request, such documentation shall not be construed as a waiver of any of Design-Builder's obligations under this Exhibit. If Design-Builder submits any documentation that does not conform to the requirements of this Exhibit, Owner's failure to object to such non-conforming documentation shall not operate as an estoppel or waiver of such requirements.