

**Exhibit "A" - Insurance Requirements
for Subcontractors**

1. All subcontractors shall purchase and maintain insurance of the types and in the amounts described below. The insurance shall be written by insurance companies acceptable to W.L. French Excavating Corporation (French) and on policy forms acceptable to French. The insurance companies must be lawfully authorized to do business in the jurisdiction in which the job is located. Insurance must be underwritten by companies with a Best Rating of no less than A-.

2. Worker's Compensation & Employers Liability:

Statutory Worker's Compensation coverage for the State in which the job is located and the State of hire, if different.

Employers Liability Coverage with the following minimum limits: *

*	Bodily Injury by Accident	\$500,000	Each Accident
*	Bodily Injury by Disease	\$500,000	Policy Limit
*	Bodily Injury by Disease	\$500,000	Each Employee

*Umbrella Excess Liability policy may be used to satisfy required minimum limits.

3. Commercial General Liability:

Commercial General Liability Coverage with the following minimum lists: *

*	Bodily Injury and Property Damage Liability - Per Occurrence	\$1,000,000
*	Personal and Advertising Injury Limit - Per Person/Organization	\$1,000,000
*	Products - Completed Operations Aggregate Limits	\$2,000,000
*	General Aggregate Limit **	\$2,000,000

* Umbrella Excess Liability policy may be used to satisfy required minimum limits.

** General Aggregate shall apply separately to this project.

French (and applicable Owner/GC and any other persons required under the applicable Contract Documents) must be named as an Additional Insured. Additional Insured coverage must be provided on a primary basis with French's (and if so named, other Additional Insured's) insurance being non-contributory. Additional Insured coverage must apply to on-going operations, as well as Completed Operations and must be maintained for three years following substantial completion of work.

Commercial General Liability Coverage must be written on an "occurrence" form and include the following coverages: Premises, Operations, Independent Contractors, Products - Completed Operations, Personal and Advertising Injury, Broad Form Property Damage, Contractual Liability, and when applicable Blanket XCU. Any endorsements or modifications to the Commercial General Liability policy, which restrict or limit the scope of coverage, must be identified on the Certificate of Insurance.

4. Automobile Liability:

Auto Liability Coverage with the following minimum limits: *

\$1,000,000 Any one Accident or Loss

Covering all Owned, Hired and Non-Owned Autos

*Umbrella Excess Liability policy may be used to satisfy minimum limits.

Additional Insureds (see below) must also be named on this policy

5. Umbrella Excess Liability:

Umbrella Excess Liability Coverage with the following minimum limits:

\$2,000,000 Each Occurrence
\$2,000,000 Aggregate

Additional Insureds (see below) must also be named on this policy

6. Coverage for Subcontractor's Tools & Equipment:

Subcontractor is responsible for insurance on its own tools and equipment.

7. Other:

Contractual Liability Coverage:

\$1,000,000 Each Aggregate
\$2,000,000 Aggregate

8. General Requirements:

- * Prior to commencing work, Subcontractor shall furnish French with a Certificate of Insurance, executed by a duly authorized representative of each insurer, indicating compliance with the insurance requirements set forth in this Attachment. **A copy of the Additional Insured endorsement showing evidence of coverage must be attached to the Certificate of Insurance.**
- * All Certificates of Insurance shall provide for 30 days written notice to French prior to the cancellation or material change of any insurance referred to therein. All policies shall be endorsed to specifically provide for such notice to French.
- * Failure of French to demand such Certificate of Insurance or other evidence of full compliance with these insurance requirements, or failure of French to identify a deficiency in such evidence, shall not be construed as a waiver of Subcontractor's obligation to purchase and maintain such insurance.
- * French shall have the right, but not the obligation, to prohibit Subcontractor or any Sub-Subcontractor from entering the project site until a Certificate of Insurance indicating full compliance with these requirements is received and approved by French.
- * Failure to purchase and maintain the insurance required in this Attachment shall constitute an event of default and shall allow French to terminate this Agreement at French's option.
- * The insurance requirements set forth in this Attachment are independent from all other obligations of Subcontractor under this contract and apply whether or not required by any other provision of this Agreement.
- * Subcontractor will require that each Sub-Subcontractor employed by Subcontractor shall also purchase and maintain insurance of the type and amount specified in this Attachment.

- * Subcontractor shall provide certified copies of all insurance policies required in this Attachment within 10 days of French's written request for said copies.
- * Subcontractor shall provide renewal Certificate of Insurance for three years following substantial completion of the project.