## EXHIBIT A INSURANCE REQUIREMENTS

The Architect shall provide and maintain the following insurance for the duration of this Agreement. Professional liability shall be maintained for not less than (2) years following Substantial Completion of the Project. Insurance of the following types and with indemnification limits not less than the amounts indicated are required:

Professional Liability: \$3,000,000.00 per claim and

\$3,000,000 in the aggregate

Worker's Compensation: \$1,000,000.00

**Comprehensive General Liability:** 

 Occurrence
 \$1,000,000.00

 Aggregate
 \$2,000,000.00

Personal Injury \$1,000,000.00 each person

(Coverage to include groups A, B, & C w/exclusion "C" aggregate removed)

Automobile Liability: \$1,000,000.00 combined

single limit

1. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. Owner will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

2. With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include the Owner and Indemnified Parties as additional insureds using ISO Additional Insured Endorsements CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (completed operations) or other endorsements providing equivalent coverage. For purposes of this additional insured requirement, "equivalent coverage" means coverage for liability arising out of Architect's services except to the extent of liability attributable to the negligence or fault of Owner or the Indemnified Parties, including as to copyright infringement and/or bodily injury or death of an employee or agent of Architect or Architect's consultants, to the full extent as allowed under Texas law.

To the extent an Architect's Consultant is named as an additional insured on any policy held by the Architect, separate coverage shall not be required of the Architect's Consultants. All policies held by the Architect shall be primary coverage.

3. Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or

materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, reflecting the waivers of subrogation required under this Agreement, any exclusions to the insurance policies, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Upon Owner's request, Architect must furnish copies of policy endorsements required under this Agreement. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

- 4. Insurance provided pursuant to this Section shall be considered a part of the Architect's Basic services and shall not be Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.
- 5. Architect's General Liability, Automobile Liability, and Worker's Compensation Insurance policies shall be endorsed to provide a waiver of subrogation in favor to the Owner.