

EXHIBIT A

Insurance requirements for Subcontractors on Vecello Group, Inc. construction projects

Subcontractor hereby agrees that as a condition precedent to commencing work of this Contract it will present to the Contractor acceptable Certificates of Insurance, or other proof, if required evidencing the maintenance of coverage of the Subcontractor and that it will maintain said Insurance in force at all times during the performance period of this Contract as herein provided.

- 1. **Worker's Comp/Employer's Liability**
 - a. Workers Comp at Statutory Requirements; and
 - b. Employer Liability Limits of:
 - i. 500,000 each accident;
 - ii. 500,000 disease – policy limit; and
 - iii. 500,000 disease – each employee.

- 2. **Commercial General Liability (using ISO CG 00 01 12 07 or equivalent)**
 - a. 1,000,000 each occurrence;
 - b. 2,000,000 General Aggregate;
 - c. 2,000,000 Completed Operations and Product Liability Aggregate;
 - d. Independent Contractors;
 - e. "XCU" hazards as applicable; and
 - f. Contractual Liability, - including coverage for liability for Hold harmless - Indemnity.

- 3. **Automobile Liability**
 - a. 1,000,000 (combined single limit); and
 - b. Coverage will apply on an "Any Auto" basis (ISO Symbol 1) or "All Owned Autos" including "Hired and Non-owned (ISO Symbol 2,8 and 9).

- 4. **Umbrella/Excess Liability**

Value of the Subcontract Agreement	Required Umbrella/Excess Liability Limit "Follow Form" General Liability, Automobile Liability and Employers Liability
Less than \$100,000	\$1,000,000 each Occurrence \$1,000,000 Aggregate
\$100,001 to \$250,000	\$2,000,000 each Occurrence \$2,000,000 Aggregate
\$250,001 to \$500,000	\$3,000,000 each Occurrence \$3,000,000 Aggregate
Greater than \$500,000	\$5,000,000 each Occurrence \$5,000,000 Aggregate

5. Professional Errors and Omissions Liability (when the scope of the subcontract agreement includes any professional services).
 - 1,000,000 per claim/2,000,000 in the Aggregate;
 - Deductible may not exceed \$100,000 per Wrongful Act; and
 - Retroactive Date must be before the date any Professional Services are provided; and
 - Coverage must be maintained and evidence provided for a minimum of three (3) years after project completion.
6. Environmental Impairment Liability (when the scope of the subcontract agreement includes handling, transportation or disposal of hazardous materials).
 - 1,000,000 per claim/2,000,000 in the Aggregate;
 - Deductible may not exceed \$100,000 per Incident; and
 - Retroactive Date must be before the date any Environmental Services are provided; and
 - Coverage must be maintained and evidence provided for a minimum of three (3) years after project completion.
7. Name Contractor as an "Additional Insured" with respect to General Liability, Umbrella/Excess and Automobile Liability using ISO CG 20 10 07 04 and ISO CG 20 37 04 or equivalent and so named on the Certificate of Insurance. A copy of the Additional Insured endorsement must be provided with the Certificate of Insurance.
8. Insure, or self-insure all loss to owned or leased tools and equipment which may be used on the project
9. Insure or self-insure all loss to property or materials provided by Subcontractor or others which are included or are to be included into the work covered by this Contract, and further, agrees to waive its or its insurer's right of subrogation against the Contractor, its Officers, Employees, Agents or Servants.
10. All insurance required by Exhibit C of the Contract shall be primary and non-contributory to any other valid and collectable insurance. All coverage will provide for a waiver of subrogation or its insurer's right of subrogation against the Contractor, its Officers, Employees, Agents or Servants.
11. All insurance required under this Exhibit shall be written through a company or companies satisfactory to the Contractor. A Certificate of Insurance must be provided to the Contractor and must be issued using ACORD form 25-S or equivalent.
12. Coverage shall be endorsed and evidenced on the Certificate that Insurer is obligated to notify the Certificate Holder (Contractor) no less 30 days prior to cancellation or material change. It may also be evidenced by Rider Attachment.

Hold Harmless-Indemnity:

To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless the Contractor, and its officers, directors, agents and employees (the "Indemnified Parties") from and against all claims, liabilities, damages, losses and costs, including reasonable attorney's fees, resulting from or alleged to have resulted in whole or in part from any acts or omissions of the Subcontractor or persons employed or utilized by the Subcontractor in the performance of the Subcontract. However, such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Indemnified Parties.

The Subcontractor's indemnification obligation under this article shall be limited to the value of the subcontract agreement, the amount the Contractor is required to indemnify the Owner, or the amount of insurance required by this contract (including umbrella/excess coverage) whichever is greater. The parties specifically agree that such monetary limitation bears a reasonable commercial relationship to this contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this article.

For only those services performed under this agreement specifically related to a construction contract for a public agency or in connection with a public agency's project then, to the fullest extent permitted by law, the Subcontractor shall indemnify, defend and hold harmless the Contractor, and its officers, directors, agents and employees (the "Indemnified Parties") from and against all claims, liabilities, damages, losses and costs, including reasonable attorneys' fees, resulting from or alleged to have resulted from any acts or omissions of the Subcontractor or persons employed or utilized by the Subcontractor to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subcontractor or persons employed or utilized by the Subcontractor in the performance of the Subcontract.