

"EXHIBIT A"
INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR
PARTIES CONTRACTING WITH SANDY CITY FOR:
2022 Design/Build Design Float Agreement

The contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which arise out of or in connection with the performance of the work hereunder by the Contracting party, his agents, Representatives, employees or subcontractors. The cost of such insurance shall be included in the Contracting party's bid or proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits no less than:

1. GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence, personal injury and property damage. \$2,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better). Personal Injury, Premises-Operations, Products-Completed Operations, Independent Contractors and Subcontractors Fire Legal Liability, and when appropriate, coverage for explosion, collapse, underground (XCU) hazards.

2. AUTOMOBILE LIABILITY: \$2,000,000 per occurrence. "Any Auto" coverage is required.

3. WORKERS' COMPENSATION: Workers' compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$1,000,000 each: Accident, Disease, Employee.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% limit of policy must be declared to and approved by Sandy City. At the option of Sandy City, either; (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Sandy City, its officers, officials and employees; or (2) the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to disclose to Sandy City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

A. Sandy City, their officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Sandy City, its officers, officials, employees or volunteers.

B. The contracting party's insurance coverage shall be a primary insurance as respects to Sandy City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Sandy City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

C Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Sandy City, its officers, officials, employees or volunteers.

D The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Sandy City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for Sandy City.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days** prior written notice by certified mail, return receipt requested, has been given to Sandy City.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a **Bests' rating of no less than A-, IX**, and in the limits as listed in this document, unless approved by the Director of Risk Management .

F. VERIFICATION OF COVERAGE

Contracting party shall furnish Sandy City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be furnished to and accepted by Sandy City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. INDEMNIFICATION / LIABILITY

Contracting party shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and hold harmless Sandy City, its officers, officials, employees and volunteers (hereafter referred to as Indemnified Parties) from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contracting party's performance of this Contract caused by any intentional act or negligence of Contracting party, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contracting party shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of an the Indemnified Parties. The parties agree that if there are any limitations of the Contracting party's liability, including a limitation of liability clause for anyone for whom the Contracting party is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.