

Exhibit A – Insurance Requirements

A) Prior to the commencement of any Work, the Contractor and all its subcontractors agree, at their own expense, to procure, carry and maintain insurance as required herein. Insurance required herein shall be from an insurance company or companies lawfully authorized to do business in the State of Hawaii, written by carriers with at least an A-VII financial rating according to the current edition of Best's Key Rating Guide with minimum limits of liability as follows. Coverages shall be maintained without interruption from the date of commencement of Contractor's Work until the date of final payment, unless otherwise specifically stated below. If any of the required policies below provide coverage on a claims-made basis, and such basis is permitted below, the claims made insurance must be maintained for at least five (5) years after completion of Contractor's Work, and Contractor shall promptly provide evidence of insurance to Owner if requested to do so by written notice.

B) Commercial General Liability

General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$1,000,000
Damage to Premises rented to insured	\$100,000
Medical Expense Limit	\$5,000

The Commercial General Liability insurance required shall include without limitation at least coverage for bodily injury and property damage, premises and operations, contractual liability, independent contractors, products and completed operations, personal and advertising injury, damage to premises rented to the insured and medical expense. The commercial general liability shall be written on an occurrence basis and the coverage shall provide for defense expense in addition to the limits of liability. The commercial general liability policy shall be endorsed to provide primary and non-contributory coverage to the Owner and any Additional Insureds and to provide coverage on a per project general aggregate basis. The additional insured endorsements shall be on form CG 2010 10 04 and CG 2037 0704 by Insurance Services Office, Inc., or their equivalent. The policy shall contain a waiver of subrogation in favor of the Additional Insureds. There shall be no exclusion for multi-family, townhouse or condominium projects. The policy shall also be endorsed to include the revised definition of occurrence.

C) Additional Insureds: Owner, Owner's Managing Agent, Owner's Board of Directors, and their respective members, affiliates, owners, parent companies, subsidiaries, officers, employees, lenders, successors and/or assigns now existing or that may hereafter exist shall be named as additional insureds ("Additional Insureds") with respect to the commercial general liability policy and

assume and provide for the Owner's, Contractor's, Contractor's subcontractors' ("Subcontractors") and Additional Insureds' defense.

D) Business Automobile Liability:

Bodily Injury Each Person	\$1,000,000
Bodily Injury Each Accident	\$1,000,000
Property Damage Each Accident	\$1,000,000

or

Combined Single Limit of Liability	\$1,000,000
------------------------------------	-------------

The business automobile policy shall include coverage for all owned, leased, hired and non-owned automobiles.

E) Worker's Compensation: Statutory

The workers' compensation shall be endorsed to provide a waiver of subrogation in favor of the additional insureds.

F) Employer's Liability:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee

G) Umbrella Liability: The limit of liability shall be at least \$2 million each occurrence and \$2 million aggregate. The umbrella liability shall be at least following form excess over the commercial general liability, business automobile liability and employer's liability. The coverage shall be written on an occurrence basis and with a self-insured retention no greater than \$5,000. The policy shall provide defense in addition to the limits of liability.

H) Professional Liability (if applicable): Any consultant or subcontractor performing any work that includes a design, design/build work or professional services shall carry a professional liability policy. Design or design/build work includes, without limitation, work with respect to mechanical, electrical, plumbing, structural or sprinkler systems. The limit of liability shall be at least \$2,000,000.

I) Pollution Liability Coverage (if applicable): Any Contractor or its Subcontractor utilizing or handling hazardous materials in connection with this Agreement shall maintain pollution liability insurance coverage in the amount of \$3,000,000 each occurrence and \$3,000,000 policy limit. All other provisions of this Agreement notwithstanding, such Contractor or Subcontractor shall maintain said insurance without interruption from the date of commencement of its work at the Owner's

premises, until a minimum period of ten (10) years from work completion or Agreement termination. Contractor or Subcontractor shall name the same Additional Insureds as under the commercial general liability, for the duration of its work, and shall waive subrogation. Said policy shall be endorsed to provide primary and non-contributory coverage to the Owner and any additional insureds.

- J) Certificates of Insurance: Certificates of Insurance acceptable to the Owner, as satisfactory evidence of the insurance required by this Contract, shall be furnished by the Contractor and all Subcontractors prior to the commencement of any Work hereunder and thereafter upon renewal or replacement of each required policy of insurance. The Owner shall not be obligated to compensate the Contractor for Work performed or materials furnished by the Contractor before such certificate of insurance has been deemed satisfactory by the Owner. The Contractor shall upon request of the Owner provide copies of the policies and of required endorsements to the Owner. An additional certificate evidencing continuation of the required insurance shall be submitted with the application for final payment.
- K) All insurance to be maintained by Contractor and Subcontractors pursuant to this contract shall be at the Contractor's and Subcontractor's sole expense, and in the event Contractor or Subcontractors fails to procure or maintain any insurance coverage set forth above, the Owner, at its option, may purchase such coverage and deduct the cost thereof from monies due to the Contractor, or terminate this Contract in addition to all other remedies available to the Owner.
- L) The insurance requirements in regards to types or limits or acceptance of the Certificates of Insurance by the Owner shall in no way limit or relieve the Contractor or Subcontractors of their responsibilities under this Contract or at law including, without limitation, the Contractor's and Subcontractors' indemnification obligations and liability in excess of the limits of the coverage required. Owner makes no representation that the minimum limits of liability specified under the terms of this Contract are adequate to protect the Contractor or Subcontractors against Contractor's or Subcontractors' undertaking of this Contract. In the event the Contractor or its Subcontractors believe that the insurance coverage called for under this Contract is insufficient, the Contractor or its Subcontractors shall provide at their own expense such additional insurance as the Contractor or Subcontractors deem adequate and necessary. In the event the Contractor or its Subcontractors maintain higher limits, the Contractor's and all its Subcontractors' liability and obligation to defend, indemnify, and hold harmless Owner and any additional insureds shall not be limited to the minimum limits of liability required to be carried by the Contractor or its Subcontractors as outlined in this Contract.
- M) Contractor and Subcontractors shall insure any materials in their possession, in transit, or in storage, including stored at the Work site, until incorporated into the Owner's premises or structures by the Work. Contractor and Subcontractors shall insure all their own equipment and property.