

Exhibit A

SUBCONTRACTOR INSURANCE REQUIREMENTS

The subcontractor of any tier shall provide to “MYCON General Contractors, Inc. (“Contractor”), The Owner, Architects/Engineers, and Others as required by the Construction Documents,” as a minimum, the insurance coverage set forth below:

1. **Worker’s Compensation:** Statutory workers compensation insurance covering full liability under applicable Workers Compensation Laws at the required statutory limits.
2. **Employers’ Liability:** Employers’ liability insurance with the following minimum limits of liability:
 - Each Accident \$1,000,000.00
 - Disease – Policy Limit \$1,000,000.00
 - Disease – Each Employee \$1,000,000.00
3. **Commercial General Liability:** This insurance policy must:
 - a. Be written on a standard liability policy form to provide Premises & Operations, Independent Contractors and Products & Completed Operations and **without** exclusionary endorsements that may delete coverage for products/completed operations, personal and advertising injury, explosion, collapse & underground, punitive damages, blanket contractual, fire legal liability, or medical payments.
 - b. Be endorsed to provide that Aggregate limits, if any, apply separately to each of the insured’s jobs or projects away from premises owned by or rented to the insured:
 - c. Include the following minimum limits:
 - General Aggregate \$2,000,000.00
 - Products-Completed Operations Aggregate \$2,000,000.00
 - Personal & Advertising Injury \$1,000,000.00
 - Each Occurrence \$1,000,000.00
 - Damage to rented premises (Ea. Occurrence) \$ 100,000.00
 - Medical Expense (Anyone person) \$ 5,000.00
4. **Automobile Liability:** Automobile liability insurance for claims or ownership, maintenance, or use of owned, non-owned, and hired vehicles at upon, or away from the project with the following minimum limits:
 - \$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage per Accident
5. **Umbrella/Excess Liability:** Following form excess liability insurance with coverages at least as broad as the required commercial general liability insurance with the following minimum limits:
 - \$5,000,000.00 Each Occurrence
 - \$5,000,000.00 Aggregate
6. **Professional Liability:** Coverage is required only if Subcontractor is designated as a design-build Subcontractor or if the Subcontractor is providing any design-related services for the project with the following minimum limits:
 - \$2,000,000.00 Each Occurrence
 - \$2,000,000.00 Aggregate

The retroactive date for coverage shall pre-date the commencement of any professional services. Continuous coverage shall be maintained, or an extended discovery/reporting period will be exercised at no additional cost for a period of not less than two (2) years after substantial completion of the entire Project by Contractor. Subcontracting design services is not permitted without prior written approval of Contractor. Subcontracting does not relieve

the obligation to furnish professional liability insurance as required. If subcontracting is allowed, the applicable sub-subcontractor shall also furnish professional liability insurance per this Exhibit.

7. **Pollution Liability:** Coverage with the following minimum limits is required only if hazardous abatement services or hazardous materials handling, abatement, remediation, transportation or disposal services will be performed for the project:

- \$2,000,000.00 Each Occurrence
- \$2,000,000.00 Aggregate

The retroactive date for coverage shall pre-date the commencement of the Work. Continuous coverage shall be maintained, or an extended discovery/reporting period will be exercised at no additional cost for a period of not less than two (2) years after substantial completion of the entire Project by Contractor. Coverage shall include loss caused by pollution incidents (including mold) and for bodily injury, property damage (including loss of use of damaged property or property that has not been physically injured), cleanup costs and defense (including costs incurred in the investigation, defense or settlement of claims). No exclusion or limitation of coverage is allowed for claims arising from asbestos or lead, mold, fungus or bacteria, contractual assumption of liability, impaired property that has not been physically injured, property damage to the work or property of Subcontractor, or work performed by sub-subcontractors, suppliers or independent contractors.

8. Subcontractor is solely responsible for any deductible or self-insured retentions stated in the policies that it is required to maintain under this agreement.

9. Subcontractor shall be solely responsible for insuring Subcontractor's tools and equipment against physical loss or damage of any kind.

9. General Requirements:

- Policies (other than Professional and Pollution Liability) must be written on an occurrence basis and not on a claims-made basis.
- General Liability policy should name "**MYCON General Contractors, Inc. ("Contractor"), The Owner, Architects/Engineers, and Others as required by the Construction Documents**" as "additional insured" on a primary and non-contributory basis for both ongoing and completed operations, with coverage extending through the statute of repose for construction defect in the state in which work is performed using Additional Insured form CG 20 10 10/01 and CG 20 37 10/01 or their equivalent.
- Automobile Liability policy should name "**MYCON General Contractors, Inc. ("Contractor"), The Owner, Architects/Engineers, and Others as required by the Construction Documents**" as Additional Insured on a primary basis. General Liability, Automobile Liability, and Workers Compensation policies should include a waiver of subrogation in favor of "**MYCON General Contractors, Inc. ("Contractor"), The Owner, Architects/Engineers, and Others as required by the Construction Documents**".
 - Notice of Cancellation, Non-Renewal or Material Change in Coverage: Subcontractor's General Liability, Automobile Liability, Umbrella Liability and Worker's Compensation policies shall be endorsed to state that Contractor will be notified in writing at least 30 days in advance in the event of cancellation, non-renewal or material change in coverage of said policies.
 - Coverages shall be written through an insurance company with a minimum rating of A- VIII as determined by A.M. Best.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent Name Agent Address	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Insured's Name Insured's Address	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	NAIC#
	INSURER B :	NAIC#
	INSURER C :	NAIC#
	INSURER D :	NAIC#
	INSURER E :	NAIC#
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			Policy #	Eff Date	Exp Date	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Policy #	Eff Date	Exp Date	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			Policy # (Please indicate if Umbrella is follow form)	Eff Date	Exp Date	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Policy #	Eff Date	Exp Date	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Professional - As required			Policy #	Eff Date	Exp Date	Occurrence/Aggregate	2,000,000
A	Pollution - As required			Policy #	Eff Date	Exp Date	Occurrence/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: (project name, number)

"MYCON General Contractors, Inc., The Owner, Architects/Engineers, and Others as required by written contract" are additional insured on the General Liability Policy, Auto Liability Policy, Pollution Policy (if applicable), and Umbrella Policy on a primary and non-contributory basis for both ongoing and completed operations. A Waiver of Subrogation is provided in favor of MYCON General Contractors, Inc., The Owner, Architects/Engineers, and Others as required by written contract on the General Liability, Auto Liability, Umbrella Liability, Pollution (if applicable), and Worker's Compensation Policies. 30 Day Notice of Cancellation applies to all policies, except for 10 day notice for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

MYCON General Contractors, Inc. 17311 Dallas Parkway, Suite 300 Dallas TX 75248	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Signature Required

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

MYCON General Contractors, Inc.
The Owner, Architect/Engineers, and others as required by contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>MYCON General Contractors, Inc. The Owner, Architect/Engineers, and others as required by contract</p>
<p>Location And Description of Completed Operations: Any project or location as required by written contract</p>
<p>Additional Premium:</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number:

Endorsement Number:

Effective Date:

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out

of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Special Waiver
Name of person or organization
- (X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium:
The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

MYCON General Contractors, Inc.
The Owner, Architect/Engineers and others as required by contract

SAMPLE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.