

EXHIBIT A

COMPENSATION

The total compensation under this Contract will not exceed:

~~ALTERNATE 1~~

~~If a Lump Sum Bid: "The sum of \$ _____."~~

~~ALTERNATE 2~~

~~If a Unit Price Bid: "The total unit prices set forth in the bid and the actual measured quantities utilized for the Project as determined by the Director."~~

ALTERNATE 3

If both Lump Sum and Unit Price Bid: "The sum of \$ 185,625, and the amount due based upon the unit prices set forth in the bid and the actual measured quantities utilized for the Project as determined by the Director."
Based on the estimated quantities of unit priced items and Contractor's bid, the total compensation for the project, including set and unit priced items, shall not exceed \$726,330.

EXHIBIT B

INSURANCE

1. **General Requirements.** Contractor must procure and maintain in full force and effect during the term of this Contract the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$1,000,000
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements

2. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of Insurance Services Office (ISO) CGL Form No. CG 00 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name District, its officials, employees and agents as "additional insureds" under the insurance coverage and must state that such insurance will be deemed "primary" such that any other insurance that may be carried by District will be deemed "excess" to that of Contractor. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent form as determined by District. The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. Limits may be no less than \$1,000,000 per occurrence for all covered losses, and no less than \$2,000,000 general aggregate.

The Commercial General Liability policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

1. Explosion, collapse or underground hazard (XCU);
2. Products and completed operation;
3. Pollution liability; or
4. Contractual liability.

Coverage must be applicable to District for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by District. Limits must not be less than \$1,000,000 per accident, combined single limit, or if Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.

4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Contractor must provide evidence of an approved self-insurance program.
5. **Other Insurance; Revisions to Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by District. District reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor 60 days' advance written notice of such change. If such change results in substantial additional cost to Contractor, District and Contractor may renegotiate Contractor's compensation.
6. **Acceptable Insurers.** All required insurance policies must be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's Risk Manager.
7. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to District for injury to employees of Contractor, its subcontractors or others performing work to satisfy Contractor's obligations under this Contract. The scope of coverage provided is subject to approval of District following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than \$4,000,000 per occurrence and aggregate.
8. **Certificates of Insurance and Endorsements.** Prior to commencing any Work under this Contract, Contractor must file with the District Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by District. Such Certificates of Insurance and Endorsements must be in a form approved by District's legal counsel. Contractor must maintain current certificates and endorsements on file with District during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to District.
9. **Failure to Maintain Required Insurance.** If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, District may obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor.

10. **Effect of Coverage.** The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract.
11. **Higher Limits of Insurance.** If Contractor maintains higher limits of insurance than the required amounts shown in Section 1 above, then such amounts will be the minimum required under this Agreement.