EXHIBIT A

INSURANCE REQUIREMENTS (Tier 6)

The awarded contractors and sub-contractor(s) shall furnish to the MCSD a Certificate of Insurance showing compliance with the limitations listed herein. The Certificate of Insurance must be sent to the Muscogee County School District prior to the commencement of work.
MCSD is a member of an interlocal risk management agency, the Georgia School Board Association (GSBA). GSBA Risk Management Services (RMS) offers protection through its group-self-insurance plans for workers' compensation, property, and liability risks. Provisions mandating the MCSD to purchase insurance, increase policy limits, or name the vendor or other third party as an additional insured party cannot be included in contracts with the MCSD.

A. COMPREHENSIVE GENERAL LIABILITY

Standard 1986 ISO (Insurance Services Office) Occurrence Form
Bodily Injury - $1,000,000 Each Occurrence
- $2,000,000 per location Aggregate
Property Damage - $1,000,000 Each Occurrence
- $2,000,000 Aggregate

Or

Bodily Injury/Property Damage - $2,000,000 CSL (Combined Single Limit) Each Occurrence/per location Aggregate

- Endorsement granting additional insured status to MCSD for ongoing operations (CG 20 10 or equivalent to be reviewed by Risk Management)
- Endorsement granting additional insured status to MCSD for products and completed operations (CG 20 37 or equivalent to be reviewed by Risk Management)
- Endorsement granting waiver of subrogation in favor of MCSD
- Endorsement showing coverage is Primary and Non-contributory to any coverage afforded to MCSD

B. COMPREHENSIVE AUTOMOBILE LIABILITY

Including Owned, Non-Owned, and Hired Vehicles
Bodily Injury/Property Damage - $1,000,000 CSL per Accident

C. WORKERS' COMPENSATION

Georgia Statutory Coverage
Employer's Liability:
- $500,000 Each Accident
- $500,000 Disease Policy Limit
- $500,000 Disease Each Employee

- Endorsement granting waiver of subrogation to MCSD

D. UMBRELLA/EXCESS

$2,000,000 limit of liability for each occurrence and aggregate with any lesser amount approved in advance in writing by the Chief, confirming the policy is following form over General Liability, Auto Liability, and Employers Liability.

E. Muscogee County School District must be shown as Additional Insured with respect to general liability, automobile liability, and excess liability including products and completed operations. Coverage is provided on a primary and non-contributory basis. A waiver of subrogation applies to general liability and workers' compensation in favor of the Muscogee County School District. Attach a copy of all the required endorsements or state on the certificate that the policy has been specifically endorsed to provide coverage.

F. Insurance carriers must be *rated A* or better in the *AM Best Guide*.

G. Provide a brief description of the service and anticipated dates on school property in the Description of Operations/Locations/Vehicles box.

H. Exclusions other than those found on the ISO Policy Form must be indicated.

I. The certificate must be signed by an authorized insurance representative.

J. The vendor, and any of the vendor's sub-contractors, agree to comply with the provisions of worker's compensation laws of the State of Georgia. A certificate from an insurance company showing issuance of worker's compensation coverage for the State of Georgia or a certificate from the Georgia Worker's Compensation Board showing proof of ability to compensate directly shall be submitted to the Muscogee County School District prior to beginning the work.

K. It shall be stated on every policy or certificate of insurance, as the case may be, that "The insurance company agrees that Policy Number (insert the number) shall not be canceled, changed, or allowed to lapse until thirty (30) days after the Muscogee County School District has received written notice."

L. The vendor further shall maintain such other insurance (with limits as shown below) that shall protect the vendor and Muscogee County School District from any claims for property damage or personal injury, including death, which may arise out of operations under this contract, and the vendor shall furnish the Muscogee County School District certificates and policies of such insurance as shown below.

M. Warranty – The contractor shall provide at least a one-year warranty indicating that the contractor will, at no cost to the Muscogee County School District, repair or replace new work which fails.

N. The contractor shall indemnify and hold harmless the Muscogee County School District, its officers, officials, representatives, agents, and employees, from and against any and all claims, demands, suits, loss, damage, injury, and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of the contract, except where caused by the active negligence, sole negligence or willful misconduct by the Muscogee County School District. This hold harmless clause is in no way an admission of liability

on the part of the Muscogee County School District, or any of its agents, representatives, or employees.

O. The MCSD cannot enter into an agreement whereby it agrees to indemnify or hold harmless a vendor or other third party. This language typically looks like "agrees to hold harmless from any liability, personal injury, or property damage arising out of the performance…" There are three legal principles that come into play here. First, indemnification provisions have been held by Georgia courts to be an unauthorized attempt to waive the State's sovereign immunity. An opinion of the Georgia Attorney General (AG) counsels that an unauthorized attempt to waive sovereign immunity through an indemnification agreement in a contract would be ultra vires and void. 1980 Op. Atty. Gen. 80-67. The Georgia Supreme Court has held that an indemnification clause is invalid where the governmental entity didn't have express statutory authority to waive its sovereign immunity. CSX Transp., Inc. v. City of Garden City, 588 S.E.2d 688 (Ga. 2003). Second, an indemnification violates Georgia's Constitutional ban on gratuities. The Georgia Constitution does not allow any donation or gratuity or the forgiving of any debt owed to the public. Ga. Const. Art. III, s VI, Para VI (a). The Georgia AG has issued an opinion expressly stating that indemnification provisions are gratuitous undertakings in violation of the gratuities clause. 1980 Op. Atty. Gen. 80-67. Third, the Georgia Constitution does not allow the credit of the state to be pledged or loaned to any individual, company, corporation, or association. Ga. Const. Art. VII s IV Para VIII. The AG has opined that the constitutional debt restriction does not allow any state agency from contractually agreeing to any indemnification or "hold harmless" clause. See 1980 Op., supra. An indemnification is open-ended in nature because, at the time of contracting, neither party knows if nor when it will be triggered. As such, it violates the debt restriction.