



REQUIRED INSURANCE COVERAGE

GENERAL INSURANCE REQUIREMENTS

1. Prior to commencing work and continuing throughout the Subcontract term and any extensions thereof, as a material term of the Subcontract, Subcontractor shall, at its expense, maintain insurance coverages in the forms and with limits to satisfy both the requirements listed on this Schedule "D" and all coverages specified by the Subcontract or any other Contract Document.
2. Subcontractor shall furnish proof from each insurance company providing coverage in a form satisfactory to Ra-Lin & Associates, Inc. ("Contractor") to evidence that Subcontractor's required insurance is in force and effect, and complies with the insurance requirements set forth in this Schedule "D" and in the Contract Documents, such proof to include, but not necessarily be limited to a certificate in the ACORD form or its equivalent executed by a duly authorized representative of each insurer, together with copies of all riders and endorsements attached. Contractor shall have the right, but not the obligation, to prohibit Subcontractor or any of its subcontractors from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Contractor.
3. Contractor shall have the right, but not the obligation, to review all of Subcontractor's insurance policies applicable to the Project, and Contractor's election not to engage in such review shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.
4. All insurance policies shall be modified by an ISO or equivalent proprietary endorsement to provide that the insurance may not be cancelled, non-renewed, or materially changed except upon at least sixty (60) days actual, written notice, or longer if required by the Contract Documents, to Ra-Lin & Associates, Inc., 101 Parkwood Circle, Carrollton, Georgia 30117. Inclusion of terms such as "endeavor to", or "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives", or similar terms in the certificate or elsewhere in the insurance policy shall not relieve Subcontractor or its insurer of this notice obligation. Subcontractor shall attach a copy of such endorsement to the ACORD certificate furnished to Contractor.
5. All insurance policies must be issued by insurers authorized to conduct business within the state(s) where the Project is located and maintaining a Best's Rating of at least "A-" and a financial size of "Class VII" or better. Subcontractor shall disclose and shall be responsible for payment of any deductibles or self-insured retention under its policies.
6. Notwithstanding Subcontractor's assignment or subcontract of any of the Work, Subcontractor shall remain obligated to furnish insurance certificates showing the required coverage for the assignee or sub-subcontractor.
7. Subcontractor shall immediately advise Contractor, in writing, of the facts and details of every accident and personal injury occurring in connection with the Work and shall make available, if requested by Contractor, a copy of every accident report made to Subcontractor's insurance carrier(s).
8. If Subcontractor causes damage to the Work and the damage is covered by any insurance policy provided by Contractor or Owner, Subcontractor agrees to pay half the deductible amount of any claim under such policy for such damage.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The workers compensation insurance policy shall list in Section 3A coverage (a) the state where the project is located and (b) each state where there reside any of Subcontractor's employees, independent contractors (1099 employees), and temporary labor.

Worker's Compensation insurance shall cover Subcontractor's obligations under appropriate worker's compensation statutes, including federal benefits under the U.S. Longshore and Harbor Workers Compensation Act, the Federal Employers' Liability Act and the Jones Act, covering all employees who perform any of the obligations of the Subcontractor under this Subcontract.

Employer's liability insurance coverage shall provide limits of at least \$500,000 each accident for bodily injury and \$500,000 each employee for disease.

COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial general liability insurance shall be written on an "occurrence" basis, responding to claims arising out of occurrences which take place during the policy period and shall have a deductible no greater than \$25,000. The coverage limits for the commercial general liability insurance shall meet or exceed the following:

- \$1,000,000 each occurrence for bodily injury and property damage
- \$1,000,000 each incident for personal and advertising injury
- \$1,000,000 products-completed operations aggregate
- \$1,000,000 general aggregate.

The above statement of minimum insurance requirements is not intended to, and shall not be deemed to, limit Subcontractor's liability under any provision of the Subcontract or other Contract Document. The general aggregate limit shall apply separately to each project. The products and completed operations coverage shall be maintained for a period of at least two years following final acceptance of the completed project by the Owner and Architect, or for such longer period as may be required by the Contract Documents. Ra-Lin & Associates, Inc. shall be named as an additional insured under all of Subcontractor's general liability policies with respect to the project that is the subject of this Subcontract.

The contractual liability coverage shall include protection from claims arising out of the liability assumed under the indemnification provisions of the Subcontract. There shall be no separate exclusion for liability arising out of explosion, collapse, and underground hazards (XCU) or subsidence, if the scope of Subcontractor's work involves digging, excavation, grading, or use of explosives.

The definition of insured shall include all individuals under Subcontractor's direction or control, including but not limited to, every person employed by or leased to Subcontractor on a permanent or temporary basis and every person Subcontractor has engaged for work on the project as independent contractor.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance shall apply to any automobile, including all owned, hired, and non-owned vehicles, to a combined single limit of at least \$300,000 per each accident. If Subcontractor is subject to the Motor Carrier Act of 1980, the Motor Carrier Act endorsement # MCS-90 should be attached to the policy, with a primary limit of at least \$300,000 per accident.

Each such liability insurance policy shall provide uninsured/underinsured motorists' coverage with limits of \$75,000 per occurrence, or such greater coverage as may be required by law, and all statutorily required "No-Fault" benefits and uninsured/underinsured motorists' coverage shall be included. The deductible under such policy shall not exceed \$25,000, shall be disclosed, and shall be paid by Subcontractor.

COMPLETED OPERATIONS COVERAGE

Subcontractor shall maintain the liability insurance coverage required in this Schedule D for a period of at least two years following final acceptance of the completed project by the Owner and Architect, or for such longer period as may be required by the Contract Documents.

ADDITIONAL INSURED REQUIREMENTS

Subcontractor shall cause Contractor, the Owner, and such other entities as may be required under the Contract Documents to be named as additional insured under all of Subcontractor's insurance policies that provide liability coverage with respect to the project that is the subject of this subcontract, including but not limited to Subcontractor's general liability policy, automobile liability policy, and excess liability policy or policies, and under the special policies required herein if applicable for ongoing and completed operations on a primary and non-contributory basis, per standard ISO endorsement form CG 2010 (11/85 or 07/04 edition) or CG 2037 (07/04 edition). Such insurance shall include cross-liability coverage as provided under standard ISO forms separation of insured clause. The insurance coverage afforded the additional insureds shall be the primary insurance, and t any other insurance carried by Contractor shall be excess of all insurance carried by Subcontractor and shall not contribute with Subcontractor's insurance. Subcontractor further agrees to obtain endorsements on its insurance policies, and to provide Contractor with a copy of such endorsements, which afford insurance as per the preceding sentence, and to provide the following language on its insurance certificate to acknowledge compliance with these requirements; however, Subcontractor's failure to provide such endorsements or acknowledgement shall not excuse Subcontractor's obligations with respect to insurance:

"Ra-Lin & Associates, Inc., the Owner and (other requested entities) are Additional Insureds under these liability insurance policies on a primary and non-contributory basis and such coverage shall comply with the provisions of standard ISO endorsement form CG 2010 (1/85 or 07/04 edition) for ongoing and completed operations. A waiver of subrogation in favor of the above listed parties shall apply to all policies required under this Subcontract."

WAIVER OF SUBROGATION

Subcontractor, for itself and for its insurers, hereby waives all claims and rights of subrogation against Owner, Contractor, the Architect and its consultants, and any of Subcontractor's sub-contractors and consultants, and their respective trustees, directors, officers, employees and agents for recovery of damages to the extent those damages are covered by any insurance Subcontractor is required to maintain. Subcontractor shall obtain, at its own cost, and deliver to Contractor copies of all endorsements necessary to provide such a waiver under the applicable insurance coverage.

SPECIAL COVERAGE – IF APPLICABLE

1. Mold/Fungi – If the scope of Subcontractor's work involves the construction of the building envelope (skin, windows, roof, flashings, etc.), plumbing systems or HVAC systems, or could cause or contribute to water intrusion or the development of "mold", "fungi", or "bacteria", the Subcontractor's general liability policy shall cover (shall not exclude) such exposures and Category 3 water events and shall provide coverage for remediation. If Subcontractor's general liability policy is deemed to exclude such coverages, Subcontractor shall furnish Pollution Liability Insurance that specifically covers Bodily Injury, Property Damage, and Clean-up Costs arising from sudden, accidental, or gradual pollution-related incidents, that includes mold, fungi, Legionella, and bacteria within the definition of covered pollutant, and that covers Category 3 water events and remediation.
2. Pollution – If the scope of services or work under this Subcontract could result in a potential environmental hazard, including but not limited to, transportation, handling or abatement of hazardous substances, or involve work such as demolition, earthwork, or utilities that could result in a potential environmental exposure, Subcontractor shall purchase and maintain Pollution Liability Insurance covering Bodily Injury, Property Damage, and Clean-up Costs arising from sudden, accidental, or gradual pollution-related incidents on an occurrence basis with limits not less than \$1,000,000 per claim, or greater if required by Contractor or under the Contract Documents and shall cover Category 3 water events and remediation. The definition of pollution shall include, but not be limited to, mold, fungi, Legionella, and bacteria. Contractor may consider, but is not required to accept, insurance on a "claims made" basis provided such policy includes an "additional reporting period" endorsement providing coverage for at least two years following final acceptance of the completed project by the Owner and Architect, or for such longer period as specified in the Contract Documents.
3. Blasting – If the scope of the Subcontractor's work involves any blasting operations, Subcontractor shall provide specific evidence, to the satisfaction of Contractor, that Subcontractor's general liability insurance policy covers such operations.
4. Professional Liability – If the scope of Subcontractor's work involves the performance of any design/engineering and Subcontractor's general liability policy excludes coverage for such work, Subcontractor and each engineer for whom Subcontractor is liable under the Subcontract shall each furnish Professional Liability coverage with limits as required by Contractor, but not less than \$1,000,000 per claim or the value of the Subcontract, whichever is greater. Unless otherwise agreed to by Contractor, the policy shall provide an "additional reporting period" endorsement providing coverage for at least two years following final acceptance of the completed project by the Owner and Architect, or such longer period of time as specified in the Contract Documents.