

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

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Brasfield & Gorrie, LLC Project Owner Any other party required by the Contract Documents for the project	ANY and ALL work performed for Brasfield & Gorrie, LLC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 location 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.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

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

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Brasfield & Gorrie, LLC Project Owner Any other party required by the Contract Documents for the project	ANY and ALL work performed for Brasfield & Gorrie, LLC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Project Name: _____ Subcontract No.: _____
 Subcontractor: _____

SCHEDULE D REQUIRED INSURANCE COVERAGE

1. Insurance Coverage To Be Provided By Subcontractor. This Schedule (the “Insurance Requirements”) is attached as part of the Subcontract. In the event of conflict between any of the following Insurance Requirements and any other provision in the Subcontract, these Insurance Requirements control, amend, and supplement the conflicting provision. The following insurance shall be maintained by Subcontractor with coverage and limits of not less than those set forth below at all times during the term of the Subcontract and thereafter as required.

No.	Specifications	Coverages, Limits, and Other Requirements
1.0	Commercial General Liability. Subcontractor is to maintain Commercial General Liability (“CGL”) insurance issued on an Occurrence Basis meeting at least the following specifications:	
	Minimum Limits	The limits of coverage shall not be less than the following amounts: \$1,000,000 Per Occurrence \$2,000,000 General Aggregate Per Project \$2,000,000 Products-Completed Operations Aggregate \$1,000,000 Personal & Advertising Injury \$50,000 Damage To Premises Rented To You \$5,000 Medical Expense
	General Aggregate	A Designated Construction Project(s) General Aggregate Limit shall be provided for this Project
	Post-Completion Coverage	Subcontractor agrees to maintain Products-Completed Operations coverage with respect to the Work performed under the Subcontract in identical amount, including required endorsements, for a minimum of three (3) years following Date of Substantial Completion of the Work. Subcontractor shall provide written representation to Contractor stating Work completion date.
	Form	This insurance is to be issued on an ISO form CG 00 01 or equivalent form.
	Insured Contracts	Coverage shall include but not be limited to liability assumed by Subcontractor under the Subcontract, including the tort liability of another assumed in a business contract, and shall include unmodified Separation of Insureds coverage.
	Personal Injury Contractual Liability	The Personal Injury Contractual Liability Exclusion shall be deleted.
	Prohibitions	Prohibited exclusions/limitations or their equivalents include but are not limited to: a. Amendment of Insured Contract Definition; b. Contractual Liability Exclusion; c. Damage to Work Performed by Subcontractors On Your Behalf; d. Explosion, Collapse and Underground Property Damage Hazard; e. Earth Movement; f. Work Height; and g. Cross-suits (named v. additional insureds exclusion)
2.0	Commercial Auto Liability. Subcontractor is to maintain business auto insurance meeting at least the following specifications:	
	Minimum Limits	The limits of liability shall be no less than \$1,000,000 Combined Single Limit (CSL).
	Form	This insurance is to be issued on ISO form CA 00 01 or equivalent form.
	Scope	This insurance is to cover damages because of bodily injury or property damages caused by an accident and resulting from the ownership, maintenance or use (1) of any auto, including owned, hired and non-owned autos, and (2) of any mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.
	Notice of Cancellation	This insurance shall be endorsed to provide a thirty (30) day notice of cancellation to Contractor.
3.0	Workers’ Compensation and Employer’s Liability. Contractor is to maintain Workers’ Compensation and Employer’s Liability insurance meeting at least the following specifications:	

	Workers' Compensation Limits	The minimum limits of this insurance shall be no less than the statutory limits, even if Subcontractor is otherwise exempted under applicable state law.
	Employer's Liability Limits	The minimum limits of this insurance shall be no less than \$500,000 each accident and disease (each employee and policy limit).
	Territory	The state in which the Work is to be performed must be listed under Item 3.A. on the Declaration Page of the policy, or on the certification from Subcontractor's workers' compensation fund.
	Scope	This insurance is to cover liability arising out the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' Compensation insurance is required and no alternative form of insurance is permitted.
	Prohibitions	Employees leased through a Professional Employment Organization ("PEO") are not permitted unless approved in writing by Contractor. If PEO is allowed by Contractor, an Alternate Employer Endorsement in the name of the Contractor must be provided.
	Stop Gap	Stop Gap coverage must be provided if Work is to be performed in a monopolistic state, listing the state(s) in which Work is to be performed.
	United States Longshoremen and Harbor Workers ("USL&H")	USL&H coverage must be provided where such exposure exists listing the state(s) in which Work is to be performed.
4.0	<u>Excess Liability.</u> Subcontractor is to maintain Excess Liability insurance meeting at least the following specifications:	
	Minimum Limits	\$3,000,000 Each Occurrence and Aggregate Limit of Liability
	Scope	This insurance shall be excess over and be no less broad than all coverages and conditions described above. The policy limits required herein may be provided by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
	General Aggregate	A Designated Construction Project(s) General Aggregate Limit shall be provided for this Project.
	Concurrency	Such coverage shall have the same inception date as the Commercial General Liability and Employer's Liability coverages.
	Drop-Down Coverage	Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits.
	Defense Costs	This insurance is to include a duty to defend any insured.
5.0	<u>Professional Liability.</u> If indicated in the box to the left or included in the "Scope" section below, Subcontractor is to maintain Professional Liability insurance meeting at least the following specifications:	
<input type="checkbox"/>		
	Minimum Limits	Limits of coverage shall be no less than: \$2,000,000 Each Loss \$2,000,000 Annual Aggregate If a combined Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate.
	Scope	Such insurance shall cover services rendered by the Subcontractor (or lower-tier subcontractor) under the Agreement, including design-build work, architecture, engineering, design, surveying, and other similar professional services. In the event Subcontractor subcontracts any design or engineering services to a lower-tier party, Subcontractor shall require such party to abide by the Professional Liability insurance requirements set forth in Schedule D of this Subcontract, and Subcontractor shall remain responsible for any consequences resulting from the failure to do so. Subcontractor shall also require that Contractor be named as an intended third-party beneficiary in any agreement with a lower-tier party that performs design or engineering services.
	Retroactive Date	Any retroactive date must be effective prior to beginning of services for the Contractor.
	Prohibitions	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: a. bodily injury or property damage where coverage is provided on behalf of design professionals or design/build contractors; b. mold and/or microbial matter and/or fungus and/or biological substance; or c. punitive, exemplary, or multiplied damages, where insurable by law A professional liability endorsement to a general liability policy is not acceptable.
	Term	Policies written on a Claims-Made basis shall be maintained for a minimum of three (3) years beyond termination or completion of the Work. The purchase of an extended discovery period or an extended reporting period on a Claims-Made policy will not be sufficient to meet the terms of this provision.

<p>6.0</p> <input type="checkbox"/>	<p>Pollution Liability. If indicated in the box to the left, designated in the Agreement, or Subcontractor's Work (or lower-tier subcontractor's Work) involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Subcontractor, Subcontractor is to maintain Pollution Liability insurance meeting at least the following specifications:</p>	
	<p>Minimum Limits</p>	<p>Limits of coverage shall be no less than: \$2,000,000 Each Loss \$2,000,000 Annual Aggregate</p> <p>If a combined Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate.</p>
	<p>Scope</p>	<p>The policy must provide coverage for:</p> <ol style="list-style-type: none"> a. the full scope of the named insured's operations (on-going and completed) as described within the scope of work for this Subcontract; b. loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, and low-level radioactive materials; c. third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; d. diminution of value and Natural Resources damages; e. contractual liability; f. claims arising from owned and non-owned disposal sites utilized in the performance of this Subcontract; and g. claims arising from transportation of material, including loading and unloading <p>Coverage extensions to the General Liability insurance policy without a separate insurance agreement for Subcontractors Pollution Liability insurance will not fulfill this requirement.</p>
	<p>Insured Contracts</p>	<p>Coverage shall include but not be limited to liability assumed by Subcontractor under the Subcontract, including the tort liability of another assumed in a business contract.</p>
	<p>Retroactive Date</p>	<p>If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Subcontract or the commencement of Subcontractor's services in relation to the Work.</p>
	<p>Prohibitions</p>	<p>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</p> <ol style="list-style-type: none"> a. insured vs. insured actions. However, exclusion for claims made between insureds within the same economic family are acceptable. b. impaired property that has not been physically injured c. materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. d. property damage to the completed work performed by the contractor or property damage to the work performed by a Subcontractor. e. faulty workmanship as it relates to clean up costs f. punitive, exemplary or multiplied damages, where insurable by law g. work performed by lower-tier subcontractors h. contractual liability incurred as a result of an injury to an employee of the insured i. asbestos, lead, or silica
	<p>Term</p>	<p>Completed Operations Coverage shall be maintained for a minimum of three (3) years after the completion of Work. The extended reporting period on a claims made-based policy does not fulfill this requirement. Pollution Liability insurance policies insuring a specific project shall have Completed Operations Coverage for at least the duration of the work plus three (3) years.</p>

2. General Insurance Requirements.

.1 Definitions. For purposes of this Agreement:

- a. "Agreement" or "Subcontract" means the Subcontract to which this Schedule is attached.
- b. "ISO" means Insurance Services Office.
- c. "Subcontractor" shall include subcontractors of any tier.
- d. "Contractor" shall mean "Brasfield & Gorrie, L.L.C." and its respective shareholders, members, partners, joint ventures, affiliates, subsidiaries, successors, and assigns, and its directors, officers, employees, or agents of such persons or entities.

.2 **Limits.** "Limits" set out in these specifications are the minimum dollar amount of insured coverage for the risk, cause of loss, or peril specified. If Subcontractor maintains greater limits, then these specifications shall not limit the amount of recovery available to Contractor and the limits specified above as the minimum limits are increased to the greater limits.

.3 **Additional Insureds.** Additional Insured status shall be provided in favor of Contractor, Owner, and their Officers, Agents and Employees, and any other entity(s) and or person(s) required by the contract between the Contractor and the Owner, on the Commercial General Liability, Commercial Auto Liability, Excess Liability, and Pollution Liability coverages. Additional Insured status shall be provided in favor of Contractor Parties on ISO forms CG 20 10 07 04 and CG 20 37 07 04, or substitute endorsement(s) providing "equivalent" coverage. In the event that the law of the state in which the Project is located (or applicable law) limits the additional insured coverage that Contractor may require from Subcontractor, then Subcontractor shall be required to obtain additional insured coverage to the fullest extent of coverage and limits allowed by applicable law, and this requirement shall be read to conform to such law.

.4 **Primary and Noncontributory.** It is the specific intent of the parties that all insurance required herein (with the exception of Workers Compensation, Employer's Liability, and Professional Liability) shall be primary to and shall seek no contribution from all insurance held by Contractor or Owner, with Contractor's and Owner's insurance being excess, secondary, and noncontributory.

.5 **Notice of Cancellation.** The insurance coverages required herein shall be endorsed to provide a thirty (30) day notice of cancellation to Contractor.

.6 **Waiver of Subrogation.** Subcontractor and its lower-tier subcontractors shall cause all insurance required by this Schedule to be endorsed to waive all rights of subrogation against Contractor, Owner, and any other party required by the Contract Documents.

.7 **Policies.** Except for Professional and Pollution Liability coverages required herein, all policies held by Subcontractor and required herein must be written through insurance companies authorized to do business in the state in which the work is to be performed and rated no less than A-/VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.

.8 **Residential Exclusion.** The insurance provided shall not exclude residential work; such exclusion shall be considered a material breach of the Agreement.

.9 **Deductibles and Retentions.** All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Subcontractor's sole risk. The Subcontractor shall not be reimbursed for same.

.10 **Forms.** If the forms of policies, endorsements, certificates, or evidence of insurance required by this Schedule are superseded or discontinued, Contractor will have the right to require other equivalent forms. Any policy or endorsement form other than a form specified in this Schedule must be approved in advance by Contractor.

.11 **Evidence of Insurance.** Subcontractor is to provide Contractor with evidence of insurance prior to entry by Subcontractor on the property and thereafter is to provide Contractor refreshed evidence of continued insurance after the expiration of the current policies prior to the expiration of the current policies. Insurance must be evidenced as follows:

- a. ACORD Form 25 Certificate of Liability Insurance for liability coverages which shall specify:
 - 1) Additional Insured status in favor of Contractor, Owner, and their Officers, Agents and Employees, and any other entity(s) and or person(s) required by the contract between the Contractor and the Owner, on forms required herein on General Liability, Auto Liability, Excess Liability and, when required herein, Pollution Liability;
 - 2) Designated Construction Project(s) General Aggregate Limit on General Liability and Excess Liability;
 - 3) Primary and non-contributory status on all insurance required herein (with the exception of Workers Compensation, Employer's Liability, and Professional Liability);
 - 4) Pollution Liability when required herein;
 - 5) Professional Liability when required herein;
 - 6) Waivers of subrogation on all coverages; and
 - 7) Thirty (30) Day Notice of Cancellation on all coverages
- b. Copies of the following shall also be provided:
 - 1) General Liability Additional Insured endorsement(s)

If requested in writing by Contractor, Subcontractor will provide to Contractor a certified copy of any or all insurance policies required herein including endorsements within thirty (30) days of any such request.

Commencement of Work without provision of the required certificate of insurance, evidence of insurance, and/or required endorsements, or without compliance with any other provision of this Subcontract, shall not constitute a waiver by Contractor of any rights. The Contractor shall have the right, but not the obligation, of prohibiting the Subcontractor or any lower-tier subcontractor

from performing any Work until such certificate of insurance, evidence of insurance, and/or required endorsements are received and approved by the Contractor.

.12 Insurance Requirements of Subcontractor's Lower-Tier Subcontractors

- a. Insurance similar to that required of the Subcontractor shall be provided by all lower-tier subcontractors (or provided by the Subcontractor on behalf of lower-tier subcontractors) to cover operations performed under any subcontract agreement. The Subcontractor shall be held responsible for any modification to these insurance requirements as they apply to lower-tier subcontractors. The Subcontractor shall maintain certificates of insurance from all lower-tier subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from a lower-tier subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary and non-contributory liability as required herein, and make them available to the Contractor upon request.
- b. The Subcontractor is fully responsible for loss and damage to its property on the Project site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage, and unexplained disappearance of property. Any insurance covering the Subcontractor's or its lower-tier subcontractor's property shall be the Subcontractor's and its lower-tier subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Subcontractor and its lower-tier subcontractors shall not be reimbursed for same. Should the Subcontractor or its lower-tier subcontractors choose to self-insure this risk, it is expressly agreed that the Subcontractor hereby waives, and shall cause its lower-tier subcontractors to waive, any claim for damage or loss to said property in favor of the Contractor and Owner.

3. Miscellaneous

- .1 Release and Waiver.** The Subcontractor hereby waives all rights of recovery and releases, and shall cause its lower-tier subcontractors to release, the Contractor and Owner from any and all claims or causes of action whatsoever that the Subcontractor and/or its lower-tier subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or that should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE CONTRACTOR OR OWNER.**
- .2 No Waiver.** Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Subcontractor's obligation to maintain such insurance.
- .3 Suspension.** Contractor shall have the right, but not the obligation, of suspending Subcontractor's services, without an increase in the sum payable by Contractor to Subcontractor due to such suspension, until such certificates or other evidence that the required insurance has been placed in compliance with these requirements is received and approved by Contractor.
- .4 Post Completion Coverage.** With respect to the insurance to be maintained after final payment to Subcontractor, an additional certificate(s) evidencing such coverage shall be provided to Contractor with final application for payment if prior certificate has expired, and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.
- .5 Compliance With Laws.** If any insurance requirements are deemed to violate any law, statute, or ordinance, the insurance requirements shall be reformed to provide the maximum amount of protection to Contractor as allowed under the law.
- .6 Use of the Contractor's Equipment.** The Subcontractor, its agents, employees, subcontractors, or suppliers shall use the Contractor's equipment only with express written permission of the Contractor's designated representative and in accordance with the Contractor's terms and condition for such use. If the Subcontractor or any of its agents, employees, subcontractors, or suppliers use any of the Contractor's equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts, or similar items owned, leased, or under the control of the Contractor, the Subcontractor shall defend, indemnify, and be liable to the Contractor for any and all loss or damage that may arise from such use.
- .7 Subcontractor Insurance Representations to Owner Parties**
 - a. It is expressly understood and agreed that the insurance coverages required herein (a) represent Contractor's minimum requirements and are not to be construed to void or limit the Subcontractor's indemnity obligations as contained in this Subcontract nor represent in any manner a determination of the insurance coverages the Subcontractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Subcontractor in support of the Subcontractor's liability and indemnity obligations under this Subcontract. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy, or failure of any insurance company carrying insurance of the Subcontractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate, or waive any of the provisions of this Subcontract.
 - b. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Subcontract. If the Subcontractor shall fail to remedy such breach within five (5) business days after notice by the Contractor, the Subcontractor will be liable for any and all costs, liabilities, damages, and penalties resulting to the Contractor from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Subcontractor by the Contractor. In the event of any failure by the Subcontractor to comply with the provisions of this Subcontract, the Contractor may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Subcontractor, purchase such insurance, at the Subcontractor's expense, provided that the Contractor shall have no obligation to do so and if the Contractor shall do so, the Subcontractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- .8 Survival.** This Schedule is an independent contract provision and shall survive the completion of the Work or termination or expiration of the Subcontract.