

## McKENNEY'S INSURANCE REQUIREMENTS

The Subcontractor/Vendor/Supplier or party otherwise required by agreement with McKenney's, Inc. to comply with these McKenney's Insurance Requirements (herein after "Vendor") shall, at its own expense, maintain during the entire term of its Agreement/Subcontract/Purchase Order or similar agreement (the "Agreement"), insurance policies of the following types of coverage and minimum limits of liability listed below and in the matrix, in accordance with your proper classification in the matrix.

### 1) General Liability

- a) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- b) General Contractor, Owner, and Contractor and all other parties required of the General Contractor, shall be included as additional insureds on the CGL with respect to liability caused in whole or in part by Vendor's services and/or work performed for Contractor, using ISO Additional Insured Endorsements CG 2010 0704 and CG 20 37 0704 or endorsements providing equivalent coverage to the additional insureds. Material/Supplier vendors will be required to provide vendor specific Additional Insured Endorsement.
- c) If applicable pursuant to the matrix, Vendor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Products and Completed Operations coverage for itself and each additional insured for the applicable statute of repose for the state the Work is being completed in.
- d) There shall be no exclusion or coverage limitation to water damage claims, torch claims, XCU (explosion, collapse or underground), residential, height, cross liability, or state (where the project is being conducted and/or materials and/or services provided) exclusions.

### 2) Automobile Liability

- a) If applicable pursuant to the matrix, Business Auto Liability must include coverage for liability arising out of any auto, including but not limited to all owned, leased, hired and non-owned automobiles.

### 3) Excess and/or Umbrella

- a) Policies must 'follow form' and include as additional insureds all entities that are additional insureds.
- c) The minimum limits of coverage required by these McKenney's Insurance Requirements may be satisfied by a combination of primary and excess and/or umbrella insurance policies.

### 4) Workers Compensation and Employers Liability

- a) Worker's Compensation as prescribed by applicable law.
- b) If applicable pursuant to the matrix, Vendor shall provide a letter from their broker, agent, or insurer that shows current experience modification rating (EMR) annually, until completion of the Work (See Example attached).

### 5) Other Coverages

- a) To the extent Vendor provides services or work (the "Work"), Vendor shall protect the Work from damage or loss and shall exert all reasonable efforts to protect Owner's property from damage or loss arising in connection with the Work. As between the parties, Vendor shall bear the full risk of, and shall make good, such damages or losses and shall deliver the Work complete and in accordance with the Agreement. Vendor, at its discretion, shall insure or self-insure risk of loss of or damage to Vendor's tools, equipment, and other property used in connection with, and in transit to, the Work.
- b) To the extent Builder's Risk insurance is provided by an owner, construction manager, general contractor, or Contractor, Vendor shall pay the deductible any time that insurance is used to cover an event, loss or damages caused by Vendor. Vendor shall provide insurance coverage for material, supplies, or equipment not incorporated into the permanent structure. Such insurance shall have a Per Occurrence deductible which shall be the responsibility of the Vendor.

- c) For pollution, professional, and other specialty coverage - If applicable pursuant to the matrix, Vendor is required to provide the listed coverages.

General Conditions:

- 1) Each insurer providing insurance coverage as required in this shall be a licensed admitted insurer authorized to issue such coverages in each State in which any part of the project is performed or the equipment is used. The insurer shall have an AM Best rating of "A-VI" or better. The coverage afforded under any insurance obtained by Vendor pursuant to the Agreement shall be primary and non-contributory to any other insurance maintained by Contractor.
- 2) Each policy of insurance required herein shall be written on an "occurrence" basis except for Professional Liability policies.
- 3) All insurance coverages maintained by Vendor shall include a waiver of any right of subrogation of the insurers against Owner, General Contractor, Contractor and Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, and other related parties. Vendor shall waive all rights against Contractor, General Contractor, Owner, Architect, and Engineers and each of their respective agents, officers, directors and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated herein.
- 4) Vendor shall be responsible, at no additional cost to Contractor, for the payment of any deductibles or self-insured retention in connection with the insurance coverages required by these McKenney's Insurance Requirements both for itself and all Additional Insureds. Vendor shall be responsible for any loss arising out of coverage denial by its insurance carrier. Contractor shall have full access to policy limits over and above what is required by these McKenney's Insurance Requirements.
- 5) All such policies shall provide that the same shall not be canceled nor the coverage adversely modified, nor the limits decreased without first giving thirty (30) days' prior written notice thereof to Contractor. No such collation, modification, or change shall affect Vendor's obligation to maintain the insurance coverages required by the Agreement.
- 6) Send certificates of insurance and, if applicable pursuant to the matrix, EMR letter, to [certs@mckenneys.com](mailto:certs@mckenneys.com) with the certificate holder as follows: McKenney's, Inc., Attn: Risk Management, 1056 Moreland Industrial Blvd. SE, Atlanta, GA 30316.
- 7) The obligation to carry insurance required by these McKenney's Insurance Requirements shall not limit or modify in any way any other obligations assumed by the Vendor under the Agreement. Vendor shall be held accountable for all insurance coverages, including those of its subcontractors and suppliers. Contractor shall not be under any duty to advise Vendor in the event that Vendor's insurance is not in compliance with the these McKenney's Insurance Requirements or the Agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THESE MCKENNEY'S INSURANCE REQUIREMENTS OR REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.

**McKENNEY'S INSURANCE REQUIREMENTS (Continued)**  
**INSURANCE REQUIRMENT MATRIX**

Subcontractor/ Vendor	Level	EMR Letter ?	General Liability	Add'l Insured	Primar y and Non- contrib utory	Waiver of Subrogation	Per Project Aggregate	Auto Liability	Hired/ Non Owned Covera ge	Worker's Compensati on/ Employer's Liability	Is state listed where work is perform ed in 3A?	No Officer Exclusion	Umbrella /Excess Liability	Pollution Liability	Prof- essional Liability	Other policies needed?
Painting	1	No	\$1M/ \$2M	Yes, for all lines.	Yes, for all lines.	Yes, for all lines.	No	\$1M	Yes	Statutory/ \$500K	Yes	Yes	\$5M	\$1M	N	N
Flooring														N	N	N
Courier														N	N	N
Temp Labor														N	N	N
Vehicle Maintenance														N	N	Garage Keepers Liability
Vehicle Repair														N	N	Garage Keepers Liability
Cleaning Service (light ind)									N					N	Inland Marine	
Contract Employee									N					\$1M	N	
Landscaping									N					N	N	
Legal/ Professional									N					\$1M	N	
Scanning									N					N	Inland Marine	
Training									N					N	N	
Concrete (Foundation)									2					Yes, directl y from your broker or agent.* *	\$1M/ \$2M	Yes, for all lines.
Controls External	N	\$3M	Cyber Liability													
Chemical Treatment	\$3M	\$5M	N													
Coring and Saw Cutting	\$3M	N	N													
Duct Cleaning	\$3M	N	N													
Electrical	\$3M	\$3M	N													
Excavation	\$3M	N	N													
Firestop	\$3M	N	N													
Misc. Contractor Work/Trade	If applicable	If applicable	N													
HVAC	\$3M	\$3M	N													
Materials/Sup pliers*	N	N	N													
Plumbing	\$3M	\$3M	N													
Sprinkler	\$3M	\$3M	N													

<b>Test and Balance</b>														\$3M	\$3M	N
<b>Trucking</b>														\$3M	N	Cargo
<b>Insulation</b>														\$3M	N	N
<b>Waste Management</b>														\$3M	N	N
<b>Welding</b>														N	N	N
<b>Boiler Service</b>	3	Yes, directly from your broker or agent.*	\$1M/ \$2M	Yes, for all lines.	Yes, for all lines.	Yes, for all lines.	Yes	\$1M	Yes	Statutory/ \$500K	Yes	Yes	\$10M	\$3M	\$5M	N
<b>Concrete (Multi-levels)</b>														\$3M	N	N
<b>Curtain Wall</b>														\$3M	\$5M	N
<b>Demolition</b>														\$3M	\$5M	N
<b>Emergency Restoration</b>														\$3M	N	N
<b>Engineering</b>														\$3M	N	E&O
<b>Helicopter Lifts/Rigging</b>														If applicable	N	Rigging, Aviation, Cargo
<b>Hot Taps/Pipe Freezing</b>														\$3M	If applicable	N
<b>Roofing</b>														\$3M	N	N
<b>Waterproofing</b>														\$3M	N	N

\*Vendor Additional Insured form needed for materials vendors. Does not need to provide EMR letter.

\*\* Example of letter needed on next page.

**EXHIBIT "D"**  
**EXPERIENCE MODIFICATION RATE (EMR) LETTER**

***INSURANCE BROKER OR AGENT LETTERHEAD***

***DATE***

To: McKenney's, Inc.  
ATTN: RISK MANAGEMENT  
1056 Moreland Industrial Blvd SE,  
Atlanta, GA 30316

From: ***INSURANCE CONTACT***

RE: EXPERIENCE **MODIFICATION RATE**

The following is the history of the Experience Modification factors (MOD rate) for  
[Name of Company]:

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<b><i>Policy Year</i></b>	<b><i>Effective Date</i></b>	<b><i>NCCI MOD</i></b>	<b><i>Last NCCI Revision Date</i></b>
<i>2019-20</i>	<i>06/01/2019</i>	<i>0.80</i>	<i>05/20/2019</i>
<i>2018-19</i>	<i>06/01/2018</i>	<i>0.59</i>	<i>05/07/2018</i>
<i>2017-18</i>	<i>06/01/2017</i>	<i>0.59</i>	<i>05/24/2017</i>
<i>2016-17</i>	<i>06/01/2016</i>	<i>0.71</i>	<i>07/05/2016</i>
<i>2015-16</i>	<i>06/01/2015</i>	<i>0.77</i>	<i>05/11/2015</i>

Submitted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name