

Attachment 21 – Insurance Requirements for RFP

ATL Xpress Insurance Requirements

Insurance Certificates. The Contractor shall procure the insurance coverages identified below at the Contractor's expense and shall furnish ATL an insurance certificate listing ATL as the certificate holder and blanket endorsement(s) that includes ATL as an additional insured by said contract where applicable, with respect to the Services, or any actions or inactions of Contractor or Contractor Parties arising out of the Contract Documents. Evidence of insurance coverages shall be provided on the form acceptable to ATL and the Georgia Office of the Insurance Commissioner. The insurance certificate must provide the following:

name and address of authorized agent;
name and address of insured;
name of insurance company(ies);
description of policies;
policy number(s);
policy period(s);
limits of liability;
name and address of ATL as certificate holder;
project Name and Number;
signature of authorized agent;
telephone number of authorized agent; and
notice of cancellation in accordance with policy provisions.

Insurer Qualifications, Insurance Requirements. Each of the insurance coverages required below (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

The insurance company shall endeavor to provide thirty (30) Days advanced written notice prior to cancellation and ten (10) days for prior to cancellation for nonpayment of any policy required herein. Contractor shall provide written notice of any changes that may adversely impact the required coverage under any policy required herein to ATL within three (3) Business Days of Contractor's receipt of notice of any changes or proposed changes from the insurance company;

The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents, or other representatives ("Separation of Insureds"); each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend the Indemnitees remains in full force and effect and is not waived by issuance of any policy of insurance. In the event of litigation, any settlement on behalf of the indemnities must be expressly approved by the Attorney General. The Contractor and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Indemnitees, in which case there will be mutual cooperation between the Attorney General and such counsel. See O.C.G.A. § 45-15-12; all deductibles shall be paid for by the Contractor; and self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed \$200,000.00.

Minimum Required Insurance Coverages. The Contractor also agrees to purchase insurance and have the authorized agent state on the insurance certificate that the Contractor has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. § 50-

The minimum required coverages and liability limits are as follows:

Workers' Compensation Insurance. The Contractor agrees to provide at a minimum Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the Contractor qualifies to pay its own workers' compensation claims. Self-insurance programs are subject to prior approval by ATL upon review of Contractor's financial capacity to provide such self-insurance.

Coverage Limit

1. Workers Compensation Georgia Statutory
2. Employer's Liability-Each Accident \$500,000
3. Employer's Liability-Disease (Each Employee) \$500,000
4. Employer's Liability-Disease (Policy Limit) \$500,000

The Contractor shall require all Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language, "This is to certify that all subcontractors performing Services on this Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance."

Employment Practices Liability Insurance. The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least \$1,000,000 for each occurrence (wrongful acts, including bodily injury).

The Contractor shall require all subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Contractor in the following language, "This is to certify that all subcontractors performing Services on this Project are covered by their own Employers Liability Insurance Coverage or are covered by the Contractor's Employers Liability Insurance Coverage."

Commercial General Liability Insurance. The Contractor shall provide Commercial General Liability Insurance ("CGL") (2001 ISO Occurrence Form or equivalent) that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include at a minimum the following limits:

Limits of Liability

1. General Aggregate \$ 5,000,000.00
2. Each Occurrence \$ 1,000,000.00

Commercial Business Automobile Liability Insurance. The Contractor shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$5,000,000 Combined Single Limits for each occurrence.

Commercial Umbrella Liability Insurance. The Contractor shall provide a Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and Employers' Liability to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form or as broad as the underlying policy with the Umbrella limits required as follows:

Limits of Liability

1. Aggregate \$25,000,000
2. Each Occurrence \$25,000,000

All Risk Fire and Extended Coverage. Provide All Risk Fire and Extended Coverage for the full replacement cost on all owned, used and leased equipment, tools, supplies and contents used in the performance of Services pursuant to the Contract.

Commercial Crime. Provide coverage for the misuse of funds in the amount of \$500,000 insuring against dishonesty, theft, fraud or misappropriation of funds of other misuse of money. The ATL shall be named as an Loss Payee as its interests may appear. A letter of credit in the amount of \$500,000 may be provided in lieu of a Fidelity Bond or in addition to a Fidelity Bond to meet the deductible.

Additional Requirements. The insurance provided in Sections 24.3.3, 4, and 5 shall also meet the following additional requirements:

Additional Insured. The policy shall include as additional insureds the officers, members, and employees of ATL; and

Occurrence Basis. The policy must be on an "occurrence" basis.

Disposition of Insurance Documents. Certificate of insurance with all endorsements attached must be deposited with ATL for each insurance policy required.

Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the expiration or other termination of the Contract.

Failure of Insurers. The Contractor is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

Ongoing Coverage. Contractor is responsible for tracking insurance coverages for itself and its subcontractors, for ensuring that coverages remain in force throughout the duration of the Contract, and for demonstrating to ATL ongoing compliance with this Section 24.

Notice of Cancellation. For each insurance policy required by this Section 24, Contractor must provide to ATL, within two (2) Business Days of receipt, a notice if a policy is suspended, voided or cancelled for any reason.

General. The Contractor's obligations under this Section 24 are in addition to Contractor's obligations under **Section 23 (Indemnification)** of this Contract.

and indemnify the Indemnitees from any loss resulting from the use by the Indemnitees of Intellectual Property supplied under this Contract and against any award of damages and costs made against the Indemnitees by a final judgment of a court of last resort in such suit to the extent the same is based on a claim that any performance under this Contract constitutes an infringement of any United States Letters Patent or copyright by Indemnitees, provided THE COUNTY gives Contractor notice in writing of the institution of such suit, permits Contractor to participate fully in the defense of the same, and gives Contractor all available information, assistance, and authority to enable Contractor to do so. Subject to the approval of the County Attorney, the Indemnitees shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the Indemnitees reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the Indemnitees unless approved by the Indemnitees. This Intellectual Property infringement provision shall not apply to any infringement or alleged infringement which is the result of or arises out of THE COUNTY, its employees or agents 1) modifying or altering any part or component, alone or in combination with any other part or component, except as consented to by Contractor, 2) using the components in direct contravention of the Contract Documents, or 3) using a combination of the components with any materials not provided or approved by Contractor. The Contractor's obligations under this Section are in addition to Contractor's Insurance obligations.

23.6. Defense and Indemnification Procedures. If any of the Indemnitees receives notice of a claim that it believes is within the scope of the indemnities under Section 23 (Indemnification), THE COUNTY will by writing as soon as practicable after receipt of the claim, (a) inform Contractor of the claim, (b) send to Contractor a copy of all written materials THE COUNTY has received asserting such claim. As soon as practicable after Contractor receives notice of a claim or otherwise has actual knowledge of a claim, it shall tender the claim in writing to the insurers under all potentially applicable insurance policies and comply with all notice requirements contained in such insurance policies. THE COUNTY and other Indemnitees also shall have the right to tender such claims to such insurers. THE COUNTY and Contractor shall reasonably cooperate in connection with the defense of any claim. Contractor shall designate a single point of contact to coordinate with THE COUNTY regarding any third-party claims and provide their name and contact information to THE COUNTY's Project Manager within thirty (30) Days of the Effective Date of the Contract. If this point of contact changes, Contractor shall provide written notice to THE COUNTY's Project Manager of the Contractor's new point of contact for third-party claims within five (5) Business Days of such change.

23.7. Obligations Not Mutually Exclusive. The Contractor's obligations under this Section are in addition to Contractor's obligations under Section 24 (Insurance) of the Contract.

24. Insurance

24.1. Insurance Certificates. The Contractor shall procure the insurance coverages identified below at the Contractor's expense and shall furnish THE COUNTY an insurance certificate listing THE COUNTY as the certificate holder and an endorsement listing THE COUNTY as an

additional insured, with respect to the Services, or any actions or inactions of Contractor or Contractor Parties arising out of the Contract Documents. Evidence of insurance coverages shall be provided on the form acceptable to THE COUNTY and the Georgia Office of the Insurance Commissioner. The insurance certificate must provide the following:

- name and address of authorized agent;
- name and address of insured;
- name of insurance company(ies);
- description of policies;
- policy number(s);
- policy period(s);
- limits of liability;
- name and address of THE COUNTY as certificate holder;
- project Name and Number;
- signature of authorized agent;
- telephone number of authorized agent; and
- notice of cancellation in accordance with policy provisions.

24.2. Insurer Qualifications, Insurance Requirements. Each of the insurance coverages required below (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of “A-” or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:’

- i. the insurance company shall endeavor to provide thirty (30) Days advanced written notice prior to cancellation of any policy required herein. Contractor shall provide written notice of any changes that may adversely impact the required coverage under any policy required herein to THE COUNTY within three business days of Contractor’s receipt of notice of any changes or proposed changes from the insurance company;
- ii. the policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives (“Separation of Insureds”);
- iii. In the event of litigation, any settlement on behalf of the Indemnities must be expressly approved by the County Attorney. The Contractor and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Indemnities, in which case there will be mutual cooperation between THE COUNTY and such counsel;
- iv. all deductibles shall be paid for by the Contractor; and
- v. self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed \$200,000.00.

24.3. Minimum Required Insurance Coverages. The Contractor also agrees to purchase insurance and have the authorized agent state on the insurance certificate that the Contractor has

purchased the following types of insurance coverages, consistent with the policies and requirements set forth herein or otherwise required by law. The minimum required coverages and liability limits are as follows:

24.3.1 Workers' Compensation Insurance. The Contractor agrees to provide at a minimum Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the Contractor qualifies to pay its own workers' compensation claims. Self-insurance programs are subject to prior approval by THE COUNTY upon review of Contractor's financial capacity to provide such self-insurance.

Coverage	Limit
1. Workers Compensation	Georgia Statutory
2. Employer's Liability-Each Accident	\$500,000
3. Employer's Liability-Disease (Each Employee)	\$500,000
4. Employer's Liability-Disease (Policy Limit)	\$500,000

24.3.1.1 The Contractor shall require all Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language:

This is to certify that all subcontractors performing work on this Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance.

24.3.2 Employment Practices Liability Insurance. The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least:

24.3.2.1 Limits of Liability

24.3.2.2 Each Occurrence (wrongful acts, including bodily injury) \$1,000,000

24.3.2.3 The Contractor shall require all subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Contractor in the following language:

"This is to certify that all subcontractors performing work on this Project are covered by their own Employers Liability Insurance Coverage or are covered by the Contractor's Employers Liability Insurance Coverage."

24.3.3 Commercial General Liability Insurance. The Contractor shall provide Commercial General Liability Insurance ("CGL") (2001 ISO Occurrence Form or equivalent) that shall

include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

Limits of Liability

1. General Aggregate \$ 5,000,000.00
2. Each Occurrence \$ 1,000,000.00

24.3.4 Commercial Business Automobile Liability Insurance. The Contractor shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$5,000,000 Combined Single Limits for each occurrence.

24.3.5 Commercial Umbrella Liability Insurance. The Contractor shall provide a Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form with the Umbrella limits required as follows:

Limits of Liability

1. Aggregate \$20,000,000
2. Each Occurrence \$20,000,000

24.3.6 All Risk Fire and Extended Coverage for the full replacement cost on all owned, used and leased equipment, tools, supplies and contents used in the performance of Services pursuant to the Contract.

24.3.7 Letter of Credit for Theft and Misuse of Funds. Provide a fidelity bond in the amount of \$500,000 insuring against dishonesty, theft, fraud or misappropriation of funds of other misuse of money. THE COUNTY shall be named as an Additional Insured as its interests may appear. A letter of credit in the amount of \$500,000 may be provided in lieu of a Fidelity Bond or in addition to a Fidelity Bond to meet the deductible.

24.4. Additional Requirements. The insurance provided in Sections 25.3(iii), (iv) and (v) shall also meet the following additional requirements:

24.4.1 Additional Insured. The policy shall name as additional insureds the officers, members, and employees of THE COUNTY; and

24.4.2 Occurrence Basis. The policy must be on an "occurrence" basis.

24.5. Disposition of Insurance Documents. One original certificate of insurance with all endorsements attached must be deposited with THE COUNTY for each insurance policy required.

24.6. Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the expiration or other termination of the Contract.

24.7. Failure of Insurers. The Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

24.8. Ongoing Coverage. Contractor is responsible for tracking insurance coverages for itself and its subcontractors, for ensuring that coverages remain in force throughout the duration of the Contract, and for demonstrating to THE COUNTY ongoing compliance with this Section 24.

24.9. Notice of Cancellation. For each insurance policy required by this Section 24, Contractor must provide to THE COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason.

24.10. General. The Contractor's obligations under this Section 24 are in addition to Contractor's obligations under Section 23 (Indemnification) of this Contract.

25. Replacement Services In Lieu of Default.

25.1. THE COUNTY'S Option to Replace Services. In the event that the Contractor is unable, due to a strike, work stoppage, or other event not caused by THE COUNTY and not covered by the Force Majeure clause of this Contract, to provide services in full compliance with the requirements of the Contract, then THE COUNTY may, in lieu of finding the Contractor in default, obtain the services of a replacement Operator or provide the services with its own resources (collectively referred to as "replacement services"). THE COUNTY may use such replacement services as a substitute for all or any part of Contractor's services, and may maintain such replacement services in effect until the Contractor is able to resume performance in full compliance with the Contract. Prior to implementing replacement services, THE COUNTY shall notify the Contractor in writing and provide the Contractor with three days to cure its noncompliance.

25.2. Contractor Liable for Cost. If THE COUNTY uses replacement services under this Section, the Contractor shall be liable to THE COUNTY for the actual amount by which the cost of such services exceeds the amount that would have been payable under this agreement for comparable services, including any expenses (including internal administrative costs) incurred by THE COUNTY in soliciting and obtaining those services. In addition, the only compensation payable to the Contractor by THE COUNTY during any period in which replacement services are being provided shall be for any hours of service actually provided by the Contractor.

25.3. No Preclusion. Any actions taken by THE COUNTY pursuant to this Section to the Contractor's failure to perform shall not preclude THE COUNTY from subsequently finding the Contractor in default for the same or any related failure to perform.

26. Default/Remedies.