

EXHIBIT D

Subcontractor Insurance General Guidelines

MCCULLOUGH CONSTRUCTION, LLC WILL NOT ISSUE PAYMENTS TO SUBCONTRACTORS UNLESS THE SUB'S CURRENT CERTIFICATE IS ON FILE AND APPROVED.

Following are minimal insurance requirements for subcontractors. Where these general requirements are less than the requirements set by the Contract Documents the Contract Documents will prevail. The Certificate must show that the issuing company will mail 30 days written notice of cancellation (not "will endeavor to", as some certificates state).

Automobile Insurance	Minimum of \$1,000,000 Combined Single Limit. Must include liability arising out of all owned, leased, hired and non-owned automobiles
Worker's Compensation Insurance	Per Statute \$500,000 Employers' Liability
Commercial General Liability coverage to include the following coverages: Contractual Liability, Operations, Completed Operations & Products, Broad Form Property Damage, Independent Contractors, Personal Injury, X.C.U. and other standard CGL coverages without amendment.	\$1,000,000 Occurrence, \$2,000,000 Aggregate. Limits must apply "Per Project". Sub shall maintain CGL coverage for itself and all additional insured for the duration of the project and maintain Completed Operations coverage for itself and each additional insured throughout the appropriate Statute of Repose.
Umbrella Insurance	\$1,000,000 Occurrence \$1,000,000 Aggregate

Policies must be on an occurrence basis. We will not accept "claims made" coverages. Coverage must be with Best's "A" rated carriers reasonably acceptable to **MCCULLOUGH CONSTRUCTION LLC.**

The following statements must appear on each certificate (if it is necessary to attach that statement on a separate piece of paper, the attachment should be signed, dated and clearly reference the certificate):

Additional Insured Status and Certificate of Insurance

The Contractor and Owner, along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the Subcontractor's and any Sub-Subcontractor's Commercial General Liability Policy and Excess or Umbrella Policy, which must be primary and noncontributory with respect to the additional insureds. This insurance shall remain in effect as set forth below, in the "Continuation of Coverage" provision.

The Contractor and Owner, along with their respective officers, agents and employees shall be named as additional Insureds on the Business or Commercial Automobile Liability Policy, which must

be primary and noncontributory with respect to these additional insureds. It is expressly understood by the parties to this Subcontract that it is the intent of the Parties that any insurance obtained by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Subcontractor, the Sub-Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Excess or Umbrella and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term.

Prior to commencement of Work on any individual Project, Subcontractor shall submit a Certificate of Insurance in favor of Contractor and an Additional Insured Endorsement (in a form acceptable to the Contractor) as required hereunder. The Subcontractor's Insurance policies shall provide for thirty (30) days' notice to Contractor for cancellation or any change in coverage and be evidenced by the Certificate of Insurance. Copies of insurance policies shall promptly be made available to the Contractor upon request.

NO LIMITATION ON LIABILITY

With regard to any and all claims against any additional insured by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The Subcontractor must maintain all insurance requirements outlined above with any/all second, third,. etc. tier Subcontractors under this Subcontract.