

# Insurance Requirements

**Section 6: Insurance: Certificate shall be submitted to Contractor prior to inception of any work, with Wilson & Company, Inc. named as additional insured with companies licensed to do Business in the State of Florida and with a 'Best's Guide' rating of (A-) VII or better with minimum limits shall be as follows:** Subcontractor shall secure and maintain at its own costs, for all operations, including completed operations, the insurance coverage listed below. All insurance required hereunder shall be underwritten by insurance companies licensed to do business in the State of Florida and with a "Best's Guide" rating of (A-) VII or better.

**A. Workers Compensation and Employer's Liability:** The Workers Compensation insurance including Occupations Disease insurance meeting the statutory requirements of the State in which work is to be performed together with a Broad Form All States Endorsement and containing Employer's Liability insurance in an amount of at least \$500,000 Each Accident / \$500,000 Disease – Policy Limit / \$500,000 Disease – Each Employee. Workers Compensation shall waive the rights of subrogation in favor of all additional insureds. Policy shall include endorsements providing (1) a waiver of subrogation in favor of Contractor and Owner; and (2) thirty (30) days' written notice to Contractor in the event of cancellation or material reduction in coverage. Exception only applies to workers' compensation insurance exemption that has been filed with and approved by the Bureau of Workers' Compensation.

**B. Commercial General Liability:** The CGL shall include such coverage, but not limited to, premises/operations, employees as insureds, explosion, collapse and underground (XCU), broad form contractual (including personal injury), products/completed operations, independent contractors, broad form property damage and personal injury. Subcontractor shall maintain commercial general liability insurance meeting the following requirements: Occurrence form with minimum limits of

- a) \$1,000,000 Each Occurrence
- b) \$2,000,000 General Aggregate – Per Project and
- c) \$2,000,000 Products/Completed Operations Aggregate.
- d) \$1,000,000 Personal/Advertising Injury
- e) \$ 100,000 Fire Damage
- f) \$ 10,000 Medical Payments

Commercial General Liability Insurance shall be written on an occurrence basis - including Completed Operations shall be as broad as ISO "Occurrence" Form CG 0001– meaning the additional insured coverage form to include work in progress – i.e. all acts or omissions or any other liability of additional insured arising out of subcontractor's work performed for additional insureds or subcontractors us of premises, equipment and facilities of additional insureds - i.e. ongoing operations and completed work – i.e. Completed Operations) and include the Owner, Architect and others as "additional insureds" as required in the contract documents.; contain no endorsement limiting or excluding a standard coverage; contain no endorsement limiting or excluding "residential" work and contain the following endorsements: A) an endorsement naming Contractor, and its parent, subsidiary and affiliate companies, and their officers, directors, owners, and employees as additional insured (the endorsement must be ISO Form CG2010 11/85 edition or its equivalent). B) An endorsement providing the insurance is primary as respects Contractor and Owner and that any insurance maintained by contractor and Owner is excess and noncontributory; C) an endorsement providing thirty (30) day's notice to Contractor in the event of cancellation or material reduction in coverage; D) an endorsement containing a waiver of subrogation in favor of Contractor and Owner. Copy of the additional insured endorsement form is to be attached to the Certificate of Insurance. The "Additional Insured" form shall state that this insurance shall be primary without right of contribution from any other insurance available to the "additional insureds" and the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

**C. Umbrella Liability and/or Excess Liability** with coverage at least as broad as the underlying policies. The per occurrence and aggregate limits shall be no less than \$1,000,000.

**D. Comprehensive Automobile Liability** Insurance: \$1,000,000 each occurrence combined single limit for bodily injury and/or property damage liability including coverage for (a) owned vehicles; (b) hired or borrowed vehicles; and (c) non-owned vehicles. Subcontractor shall provide an endorsement naming Contractor, and its parent, subsidiary and affiliate companies, and their officers, directors, owners, and employees as additional insured. Said endorsement shall provide thirty (30) days' notice to Contractor in the event of cancellation or material reduction in coverage.

**E. Professional Liability:** In the event of professional services being rendered (i.e. architects, engineers, or surveyors) the certificate shall also indicate that professional errors and omissions insurance is in force with at least \$1,000,000 Limit of Liability.

**F. General Requirements:** For each project, a certificate and endorsement in a form acceptable to **General Contractor** demonstrating compliance with the above insurance requirements shall be delivered to Contractor prior to commencement of any work or delivery of any materials to the project site, and must state coverage will not be altered, cancelled or allowed to expire without thirty (30) days written notice by certified mail to **General Contractor**. If any of the above coverages are subject to or are in excess of any deductibles or self-retention, these amounts must be stated on the certificate, and said deductibles and self-retention will be the sole responsibility of Subcontractor. It is understood and agreed that the insurance coverage and limits, required above, shall not limit the extent of Subcontractor's responsibilities and liabilities specified within Contract Documents or by law.

**G. Coverage Required Prior to Work:** It is understood and agreed that authorization is hereby granted to refuse entry to job site and to withhold payment to Subcontractor until a properly executed Certificate of Insurance is received by **General Contractor**. **PROOF OF COVERAGE IS REQUIRED CONCURRENT WITH EXECUTION OF THIS SUBCONTRACT AGREEMENT.**

**H. Subcontractor's Insurance Requirements:** set forth herein shall become and be part of any purchase order or contract issued by General Contractor to Subcontractor as though fully set forth in said purchase order or contract. Subcontractor shall maintain all of the above insurance coverage in force until the Project's completion of Work. Subcontractor shall maintain the Products and Completed Operations Liability Coverage, including the required endorsements.

**I. Should Subcontractor fail or neglect to provide the required insurance,** General Contractor shall have the right, but not the duty, to provide such insurance and deduct from any money that may be due or become due to Subcontractor for any and all premium or costs General Contractor incurs. Equivalent insurance coverage must be obtained from each Sub-subcontractor and Supplier, if any, before permitting them on the site of the project. Otherwise, such insurance for Sub-subcontractors and Suppliers must be included within Subcontractor's insurance policies.