

INSURANCE SPECIFICATIONS

Before commencing the Work, the Subcontractor agrees to procure and maintain at it(s) sole cost and expense, the following minimum insurance meeting the broadest coverage requirements and the highest limits of liability. All insurance carriers shall be licensed in the State where the Project is located and shall be rated at least A-VII by A.M. Best.

- A. Certificate Of Insurance (COI). The following language shall appear in the “Description of Operations” section of the ACORD 25 insurance certificate that the Subcontractor shall submit to the Contractor:**

RE: (PROJECT/JOB & ADDRESS) Certificate holder (and include other parties if required under the contract) is included as Additional Insured on a Primary and Noncontributory basis with respect to the General Liability including Completed Operations, Auto Liability and (if needed) Umbrella/Excess Liability; and under a Waiver of Subrogation on the General Liability and Auto Liability. The Workers Compensation policy provides coverage to this contractor and its employees in the State(s) in which the project is located. Cancellation Notice to the holder: 30 days except it shall reduce to 10 days’ notice for non-payment of premium.

**All endorsements must be provided with the insurance certificate.

THE ACORD 25 INSURANCE CERTIFICATE MUST INCLUDE ALL OF THE FOLLOWING INSURANCE COVERAGE:

A. Workers’ Compensation and Employer’s Liability Insurance

1. Statutory Workers Compensation (including occupational disease coverage) in accordance with the laws of the State in which the Work is performed, including an All-States Endorsement.
2. Employers Liability Insurance limits of at least:
 - \$1,000,00 each accident,
 - \$1,000,000 for bodily injury, and
 - \$1,000,000 for each employee for injury by disease.
3. If the Work of this subcontract falls within the purview of the United States Longshoremens’ and Harbor Workers’ Compensation Act, the Jones Act or the Federal Employer’s Liability Act, The Subcontractor shall extend its insurance coverage to provide and maintain in full force and effect during the period covered by this subcontract, insurance against the liability imposed under these Acts as applicable. Where applicable, the U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or the Maritime Coverage Endorsement shall be attached to the policy.
4. Subcontractors that are leased employees through a Professional Employer Organization (PEO) shall provide the Alternate Employer Endorsement with their COI as well as a Minimum Premium Workers Compensation Policy written in the name of the subcontractor.

B. Commercial General Liability (CGL) Insurance

1. CGL insurance shall include at least the following coverages:
 - A. Premises/Operations Liability.
 - B. Products/Completed Operations Hazards.
 - C. Contractual Liability Coverage.
 - D. Broad Form Property Damage Liability.
 - E. Per Project Aggregate.
 - F. Limits of insurance shall be no less than the following:
 - \$2,000,000 Combined Single Limit Each Occurrence (Other than Products/Completed Operations).
 - \$2,000,000 Products/Completed Operations Aggregate.
 - \$1,000,000 Personal and Advertising Injury Limit.
 - \$1,000,000 Each Occurrence Limit.
 - \$50,000.00 Damage to Rented Premises.
 - \$5,000.00 Medical Expenses.
2. CGL shall contain the following:
 - Dedicated coverage per project limits.
 - Premises/Operations Coverage.
 - No exclusions for XCU hazards, (explosion, collapse, underground).
 - Independent Contractors.
 - Blanket Contractual Liability (excluding professional services contracts).
 - Contractual Liability shall include coverage for Work within 50 feet of railroads or railroad property, where applicable.
 - Broad form Property Damage Coverage.
 - Products and Completed Operations, with the provision that coverage shall extend for a period of at least 72 months from project completion or the duration of the statute of repose of the state where the Work takes place, whichever is greater.
 - CGL must be written on an ISO occurrence form.
 - The following Additional Insured endorsements for ongoing and completed operations must be provided via Form CG 20 10 10 01 and Form CG 20 37 10 01 or its equivalent.
 - A Waiver of Subrogation in favor of all Additional Insureds.
 - CGL shall be primary and noncontributory as respects all coverage afforded Additional Insureds.
3. CGL shall not contain any of the following:
 - A self-insured retention (SIR) of more than \$50,000.
 - A Work from Height Exclusion (or gravity related exclusion).
 - A Residential Exclusion that excludes Apartments for Rent.
 - An Injured Employee Exclusion or any exclusion that applies to Third Party Action Over Claims

- Cross Suits or Cross Liability Exclusions (except Named Insured vs Named Insured).

C. Commercial Automobile Insurance

Covering ownership, maintenance, use, loading, and unloading of all:

1. Owned Vehicles.
 2. Hired Vehicles.
 3. Non-owned Vehicles.
- Each of the above shall have a Combined Single Limit for Bodily Injury and Property Damage of not less than \$1,000,000 Per Occurrence.
 - Additional insured status shall be on a Primary and non-contributory basis.
 - Coverage shall include a waiver of subrogation in favor of Summit and the Owner.
 - If Subcontractor is hauling Hazardous waste, then CA 9948 – Broadened Transportation Liability Endorsement and MCS90 Endorsement shall be provided.

D. Installation Floater

No less than \$100,000 per location to cover cost of materials not yet installed, or installed, but not yet accepted and put to intended use by the property owner. Any and all losses of the Subcontractor's stored materials are the Subcontractor's sole responsibility.

E. Umbrella/Excess Liability Insurance

The Subcontractor shall obtain and keep in force Umbrella/Excess Liability Insurance with minimum limits of not less than specified below per occurrence and in the aggregate with a deductible of no more than \$10,000. Umbrella/Excess Liability Insurance shall be excess over and be no less broad than and “following form” of the CGL, Auto Liability, and Employer's Liability limits shown above. Inception and expiration dates will be the same as the underlying policies. Drop-down coverage will be provided for reduction and/or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured. The Umbrella/Excess liability coverage shall be primary and non-contributory to any other insurance carried by the additional insureds and shall contain no horizontal exhaustion language. The Umbrella/Excess liability coverage shall include a per project aggregate and a waiver of subrogation in favor of Summit and the Owner. Required Limits:

- \$7,000,000 for structural steel, vertical concrete, and HVAC work.
- \$5,000,000 for excavation, foundations, concrete (except vertical concrete), masonry, exterior facade, carpentry, electrical, fire protection, plumbing, sprinkler systems, hoisting, site utilities, scaffolding, rigging, elevators, asbestos removal, roofing, and sheet metal.
- \$2,000,000 for drywall, plastering, painting, and swimming pools.
- \$1,000,000 for cleaning, ornamental and miscellaneous metals.
- \$20,000,000 for Demolition Work.

G. General Requirements

1. Before commencing work, The Subcontractor shall furnish a COI using the most current edition of the ACORD 25 form. The COI shall (a) indicate that all the above required insurance is in force, (b) state the policy numbers, (c) show policy effective dates, (d) show policy expiration dates, and (e) specify the limits of liability for each policy and/or coverage. The COI shall state that no policy of insurance can be canceled or changed without the Contractor having first given not less than thirty (30) days written notice as evidenced by return receipt of a registered or certified letter. The time to give Notice is shortened to 10 days where cancelation results from the Subcontractor's failure to pay the required premium. The COI shall explicitly state that the policies described on its face have been endorsed to provide **Summit Contracting Group, Inc.** as well as any other parties as required under the contract, as Additional Insureds on a Primary and Noncontributory basis to the General Liability (including Products Completed Operations), Commercial Auto, and Umbrella/Excess; and included on a Waiver of Subrogation under the General Liability, Commercial Auto, Workers Compensation, and Umbrella/Excess for any and all work performed under contract to them. The COI shall also indicate the State or States covered under the Workers Compensation insurance, which shall include the State where the Work of this Subcontract is being performed; and the name and address of project/job being performed.
2. The Subcontractor shall require any of its sub-subcontractors to carry Workers Compensation coverage showing the State or States covered under the Workers Compensation insurance, which shall include the State where the Work of this Subcontract is being performed. Upon the Contractor's request, the Subcontractor shall provide the Contractor with proof of this coverage.
3. Policies shall contain no limitation endorsements restricting coverage from the basic ISO form.
4. Notwithstanding any ISO Additional Insured Endorsements or their equivalents provided in accordance with these insurance coverages required under this Subcontract, on insurance policies where Summit and/or the Owner is named as an additional insured, Summit and/or the Owner shall be an additional insured to the full limits of liability purchased by the Subcontractor even if those limits of liability are in excess of those required by this Subcontract.

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