

## INSURANCE SPECIFICATIONS

For the purpose of this Insurance Specification, the term “subcontract” shall also include Purchase Orders and Service Contract Agreements. The term “Subcontractor” shall also include Vendors and Service Providers. .

Before commencing the Work, Subcontractor agrees to procure and maintain at Subcontractor’s sole cost and expense until completion, final acceptance of the work and agreed upon warranty period, the following minimum insurance meeting the broadest coverage requirements and the highest limits of liability. All insurance carriers shall be licensed or admitted in the State where the Project is located and shall be rated at least A-VII by A.M. Best.

### **SUBCONTRACTOR SHALL SUBMIT EVIDIENCE OF ALL INSURANCE BY SUBMITTING AN ACORD 25 CERTIFICATE OF INSURANCE (COI) TO CONTRACTOR, WHICH COI 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 where 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 Longshoremen’s and Harbor Workers’ Compensation Act, the Jones Act or the Federal Employer’s Liability Act, then 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.
5. A Waiver of Subrogation in favor of all Additional Insureds

#### **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 their equivalents.
  - 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. (Applies to all installation contracts).

**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 Umbrella/Excess Liability 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 decorating.
- \$1,000,000 for cleaning, ornamental and miscellaneous metals, all subcontractors and vendors delivering goods to the jobsite.
- \$20,000,000 for demolition work.

**F. General Requirements**

1. Before commencing work, The Subcontractor shall furnish a certificate of insurance (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 cancellation 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.

As allowed by State law, the following language shall appear in the “Description of Operations” section of the ACORD 25 COI that Subcontractor submits to the Contractor: \*\*

**RE: (PROJECT/JOB & ADDRESS) As endorsed, the 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, Auto Liability, Umbrella (as required by contract) and Workers Compensation policies. 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 COI.**

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.

**Summit Contracting Group, Inc.  
7595 Baymeadows Way  
Jacksonville, FL 32256**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	<b>Insurance Company</b>
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

Subcontractor Name & Address  
 \*\*\*NAME MUST MATCH CONTRACT\*\*\*

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	POLICY NUMBER			EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	POLICY NUMBER			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	X	X	POLICY NUMBER			EACH OCCURRENCE \$ **Please refer to spec AGGREGATE \$ requirements based \$ on trade.
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X POL# /LIST STATES COVERED			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INSTALLATION FLOATER NO LESS THAN 100,000			POL# /AMOUNT TO COVER ANY LOSSES OF STORED MATERIAL			Per Location Minimum 100,000 Per Disaster Minimum 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

**CERTIFICATE HOLDER****CANCELLATION**

SUMMIT CONTRACTING GROUP INC 7595 Baymeadows Way Jacksonville, FL 32256	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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