

Subcontractor shall provide the minimum limits of liability insurance coverage which shall be provided by an acceptable insurance carrier with a minimum AM Best carrier rating of "A- VII" as follows:

- Automobile liability and property damage including hired and borrowed vehicle liability in an amount of at least \$1,000,000 combined single limit.
- Commercial General liability on a standard ISO form or its equivalent with no limitations for Contractual Liability (CG2139/CG2426 or their equivalent), including products and completed operations and without restriction or limitation of residential work, contractual liability, Damage to Work Performed by Subcontractors, or Underground, Collapse, and Explosion coverage in an amount of at least \$1,000,000 per occurrence, \$2,000,000, per project, general aggregate and \$2,000,000 products completed operations aggregate.
- Professional liability (if any professional services are rendered such as design, engineering, etc.) in an amount of at least \$1,000,000 combined single limit.
- Workers' compensation insurance with statutory limits and \$500,000 Employers' Liability and in absence of any employees, on a minimum "if any" basis of payroll or subcontracts. If the Contract requires working on or around a navigable waterway, if legally required to do so in order to be in compliance with Federal Statutes, the Subcontractor shall secure United States Longshore and Harbor Workers (USL&H) coverage and/or coverage for Jones Act and evidence of coverage must be clearly shown on the certificate of insurance. Notwithstanding any other provision of the Subcontract or applicable law, Subcontractor shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of Subcontractor who is performing any labor, services, or material under a Work Order.
- Additional Umbrella Liability Insurance Including Products and Completed operations with Minimum limits of \$1,000,000 per occurrence
- The foregoing insurance requirements shall apply to all of Subcontractor's subcontractors which work on a Project, and any such subcontractors shall be prohibited from working on a Project until proof of all required insurance coverage is provided to Contractor.
- All insurances shall be maintained as shown on the certificate of insurance during the entire duration of Work being performed on behalf of Contractor and Subcontractor shall maintain the General Liability and Umbrella Liability insurance coverages described above with coverage continuing in full force, including the additional insured endorsement, for the duration of Florida's statute of repose. All certificates of insurance shall provide a minimum of 30 day notice to Contractor of cancellation or alteration. Subcontractor shall furnish an original Certificate of Insurance indicating, and copies of endorsements providing coverage to, Contractor named as an Additional Insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85), (policy or endorsement will include coverage for ongoing operations as well as "your work" including products and completed operations), including a waiver of subrogation clause in favor of Contractor on general liability and workers' compensation policies. Contractor's insurance shall be excess over any coverage provided to Contractor as an additional insured under Subcontractor's Additional Insured Endorsement naming the Contractor.
- Waiver of Subrogation. Subcontractor waives all rights against Contractor, Owner and any of their officers, directors, agents and employees for damages caused by fire or any other perils to the extent covered by any insurance policies applicable to the Work except such rights as they have to proceeds of such insurance. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Subcontractor shall obtain from each of its insurers a waiver of subrogation on all general liability, workers' compensation and automobile liability policies in favor of Contractor and Owner with respect to any claims or losses arising out of or in connection with the Work and a Project.

