

## ATTACHMENT D – Minimum Insurance Requirements

### **NOTICE TO TRADE CONTRACTOR**

Please send this document to your Insurance Agent and ask that they forward a certificate and the policy endorsement to Weaver Cooke Construction, LLC prior to starting any work under this Trade Agreement. The Trade Contractor shall maintain all coverage required under this Agreement at the Trade Contractor's sole expense. In the event Trade Contractor fails to obtain or maintain coverage as required, the Contractor may purchase such coverage and charge the expense thereof to the Trade Contractor or may terminate this Trade Agreement.

***Additional Insured Endorsement required:*** "The Owner; Architect and Weaver Cooke Construction, LLC, including their agents, directors, and employees, are named as Additional Insureds under the Commercial Liability, and Umbrella Liability policies on a primary and non-contributory basis for both ongoing and completed operations as required by the Trade Agreement, and on a primary and non-contributory basis under the Automobile Liability policy as required by the Trade Agreement." (Attach a copy of Additional Insured Form or indicate Form Numbers CG20 33 (04/13), CG20 37 (04/13) and CG20 10 (04/13).

**If your scope of your work requires Contractor's Pollution Liability (see page 2) use endorsement below.**

***Additional Insured Endorsement required:*** "The Owner; Architect and Weaver Cooke Construction, LLC, including their agents, directors, and employees, are named as Additional Insureds under the Commercial Liability, Umbrella Liability and Pollution Liability policies on a primary and non-contributory basis for both ongoing and completed operations as required by the Trade Agreement, and on a primary and non-contributory basis under the Automobile Liability policy as required by the Trade Agreement." (Attach a copy of Additional Insured Form or indicate Form Numbers CG20 33 (04/13), CG20 37 (04/13) and CG20 10 (04/13).

### **Commercial General Liability (CGL)**

- a) Limits of Insurance of not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
- b) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply, separately, to each project.
- c) CGL coverage shall be written on ISO Occurrence form CG 00 01 (04/13) or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and "Explosion," "Collapse," and "Underground" (XCU) coverage if the Trade Contractor's Work involves such hazards.
- d) General Contractor, Owner, and all other parties required of the General Contractor, shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsements CG 20 33 (04/13), CG 20 37 (04/13), and CG 20 10 (04/13) or an endorsement providing equivalent coverage to the additional insured. Additional insured endorsements, whether specific, blanket, or contained within the insurance carrier's coverage form must not exclude liability of an additional insured arising from the products-completed operations of the Trade Contractor, nor cease to provide coverage for an additional insured when the Trade Contractor's operations for Weaver Cooke Construction, LLC have been completed. If such a form is used, it must be accompanied by Additional Insured Endorsement CG 20 37 (04/13) or an equivalent form specifically providing products-completed operations coverage to the additional insured parties. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Trade Contractor. It shall apply as Primary and Non-Contributory Insurance before any other insurance or self-insurance, including any deductible maintained by or provided to the additional insured.
- e) Trade Contractor shall maintain CGL coverage for itself and all named as additional insured for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured in effect for the duration of the statute of repose for the state in which the Project is located ((i.e. for any action in NC arising out of the defective or unsafe condition of an improvement to real property, within six years after the last act or omission giving rise to the claim or substantial completion per N.C. Gen. Stat § 1-50(5)).

### **Automobile Liability**

- a) Business Auto Liability with limits of at least \$1,000,000 per each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- c) General Contractor, Owner, and all other parties required of the General Contractor, shall be included as additional insureds on the auto policy.
- d) Coverage shall be Primary and Non-Contributory.

### **Commercial Umbrella / Excess Liability**

- a) Umbrella Liability Insurance with limits of liability of \$5,000,000 per occurrence and \$5,000,000 aggregate shall be provided.

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- b) Umbrella Liability Insurance may be used to satisfy the required limits of liability under the CGL, Automobile Liability and Employer's Liability sections of these requirements.
- c) Umbrella Liability shall be shown to be at least as broad as the primary underlying policies.
- d) Umbrella coverage must include as additional insured all entities that are additional insured on the CGL and Auto Liability.
  
- e) Umbrella coverage for such additional insured shall apply as Primary and Non-Contributory before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability coverages maintained by the Trade Contractor.

**Workers' Compensation and Employer's Liability**

- a) Coverage B (Employers Liability Insurance) limits of at least \$500,000 per each accident, at least \$500,000 per each employee for injury by disease, and at least \$500,000 policy limit for disease, and statutory Coverage A benefits for the state in which the Project is located.
- b) Where applicable, the U.S. Longshore and Harborworkers' Compensation Act Endorsement shall be attached to the policy.
- c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

**Contractor's Pollution Liability**

Contractor's Pollution Liability Insurance with limits of liability of \$1,000,000 per occurrence shall be provided by all Trade Contractors performing or providing roofing, plumbing, sprinkler, sitework, wood framing, EIFS, and heating, ventilation, and air conditioning work. Such Contractor's Pollution Liability Insurance shall provide comprehensive coverage including coverage for mold, asbestos, silica, and lead.

**Professional Liability/Errors and Omissions Coverage**

- a) Professional Liability/Errors and Omissions Insurance with limits of liability of \$1,000,000 per occurrence shall be provided by all Trade Contractors and Vendors providing Design Services.

**Waiver of Subrogation**

Trade Contractor waives all rights against the Project Owner and Weaver Cooke Construction, LLC, their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, workers' compensation, employer's liability, contractor's pollution liability, and professional liability/errors and omissions insurance maintained per requirements stated above.

**Cancellation**

For each policy listed above and issued in the name of the Trade Contractor, Weaver Cooke Construction, LLC must be given written notice at least 30 days prior to cancellation of the policy except when such cancellation is due to non-payment of premium.

**Certificates of Insurance**

**Certificates of Insurance** acceptable to Weaver Cooke Construction, LLC shall be filed with Weaver Cooke Construction, LLC prior to the commencement of the Trade Contractor's Work. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Trade Contractor's CGL, Automobile, and Commercial Umbrella Liability policies. All insurance carriers of the Trade Contractor shall be rated "A-VII" or better by A. M. Best Reports or approved by Contractor.

**Residential**

As applicable, there shall be no residential exclusions excluding general liability and/or umbrella liability coverage in the State of Operations. As applicable, there shall be no residential exclusion endorsements excluding general liability and/or umbrella liability coverage for the contract work being performed.

End Attachment D