

EXHIBIT "D"
INSURANCE REQUIREMENTS

Insurance requirements for all vendors and subcontractors of **Proctor Construction Company, LLC** (PCC LLC) must be in compliance with this section of the Subcontractor Agreement regarding insurance. Insurance shall be by a company rated by A.M. Best "A" or better and a financial strength of "VIII" or better and shall be licensed to do business in the State of Florida. Subcontractors not meeting the insurance related requirements shall be subject to withholding of payments as determined by **PCC LLC**.

Commercial General Liability Insurance (CGL): General Liability Insurance is required for all vendors and subcontractors who will be on **PCC LLC** property and/or jobsites or while performing services for **PCC LLC**. The following are required: a "per occurrence" policy rather than a "claims made" policy. The box checked by the insurance agent on the insurance certificate (COI) must be the "occurrence" box under Commercial General Liability Section. Policy limits shall be no less than the following:

Each Occurrence _____	\$1,000,000
General Aggregate – Per Project _____	\$2,000,000
Products and Completed Operations _____	\$2,000,000
Personal / Advertising Injury _____	\$1,000,000
Umbrella/Excess _____	\$2,000,000

Note: Umbrella/Excess policy requirements will remain in force unless specifically agreed to by striking or modifying the requirement and initialing the change by both parties to the agreement.

Certificates must have:

1. Signature from the insurance agent,
2. A certificate issuance date,
3. Name Insured as per the signed **PCC LLC** contract and matches the current vendor or subcontractor's address,
4. Policy number from the insurance agent (note binder #'s are good for only 90 days, if only "binder" is noted, with no binder number the certificate will not be accepted),
5. Both the effective date and the expiration date must be completed by the insurance agent,
6. Insurance agent must mark the "occurrence" box for the coverage provided,
7. Cancellation notice for at least 30 days must be noted by the insurance agent in the "cancellation section",
8. The appropriate **PCC LLC** address must be shown in the "certificate holder" section, and
9. The description section must be complete with a reference to the NAME OF THE JOB, JOBSITE ADDRESS, additional insured and waiver of subrogation endorsements, noting endorsement form numbers. If endorsements are not attached to the certificate; a time period of 10 days will be allowed to comply. When the required endorsements are received and if a different form number is received than that noted on the original certificate, then a new certificate must be issued to **PCC LLC** immediately.
10. In the event the Subcontractor is insured for liability with limits in excess of these amounts, Subcontractor's said obligation shall extend up to but shall not exceed the limits of that insurance.

Additional Insured Endorsement:

• "**Proctor Construction Company, LLC**" must be listed as an "Additional Insured" on the certificate. Owner's name and others as noted below must be listed as additional insured with the exact wording that follows: *(Not applicable if blank)*

Under description of operations please state:

PROJECT: *(Insert Project Name and Address)*, **Proctor Construction Company, LLC** is an "Additional Insured" with respects to the Commercial General Liability and Umbrella as required by Contract or Agreement. Waiver of Subrogation in favor of the Additional Insured(s) applies to Workers Compensation, Commercial General Liability and Umbrella.

1. All endorsements form numbers must be listed under the description section of the certificate. A 30 day update period will be allowed for the subcontractor and their insurance agent to obtain the endorsements. **PCC LLC** must receive all endorsements within the 30-day period. A certificate must accompany all endorsements.

2. The additional insured endorsement must have the wording of "your work" as per ISO Form CG20101185 or *its equivalent*.
3. NOTE: The "**your work**" wording is required in order to meet the requirements of the "completed operations coverage" in accordance with the **PCC LLC** contract.
4. The "Additional Insured" endorsement shall state that this insurance shall be **primary without right of contribution** from any other insurance available to the "additional insured". This applies to the Commercial General Liability and to all Umbrella/Excess type policies.
5. Subcontractor shall maintain CGL coverage for itself, **PCC LLC** and all additional insured for the duration of the project and maintain Completed Operations coverage for itself, Proctor and all additional insured for the Florida Statute of Repose (10 years).
6. Subcontractor agrees to bind all second tier Sub-Subcontractors to the same terms as stated above.
7. **A copy of the "Additional Insured" form(s) must to be attached to the Certificate of Insurance.**
8. **"Waiver of Our Right to Recover from Others" endorsement - Commercial General Liability**
9. The "**Waiver of Our Right to Recover from Others**" is required as evidenced by Form CG24041093. The "named person or organization" should be completed as "**Proctor Construction Company, LLC**".

Workers Compensation Insurance:

Workers Compensation Insurance is *required* from all vendors and subcontractors who will have personnel on **PCC LLC** property and/or jobsites. No less than statutory amounts required by state law with employer's liability limits no less than **\$1,000,000** each accident / **\$1,000,000** disease aggregate policy limits / **\$1,000,000** disease - each employee.

United States Longshore and Harbor Workers Act (USL&H) and/or Jones Act may be required on certain jobs.

Certificates must have:

1. Signature of the insurance agent
2. A certificate issuance date
3. Name of the insured as per the signed **PCC LLC** contract and matches the current subcontractor's address
4. Policy number from the insurance agent (note binder #'s are good for only 90 days, if only "binder" is noted, with no number, this is unacceptable)
5. Both the effective date and the expiration date must be completed by the insurance agent
6. Cancellation notice of at least 30 days must be noted by the insurance agent in the "cancellation section", and
7. The appropriate **Proctor Construction Company, LLC** address must be shown by the insurance agent in the "Certificate Holder" section.

The Waiver of Our Right to Recover from Others Endorsement is required as evidenced by form WC 00 03 13. The "named person or organization" should be completed as "**Proctor Construction Company LLC**" **(and others if required)**.

Leased Employees:

In the event you are using "Leased Employees" (PEO Arrangement), the following items are needed:

1. Same limits (1mil/1mil/1mil) and a "Waiver of Subrogation in favor of **Proctor Construction Company, LLC**."
2. "Alternate Employer Endorsement" (WC 00 03 01 A) showing Subcontractor and **Proctor Construction Company, LLC** as the "Alternate Employer".
3. Confirmation that there are no lower tier subcontractors/suppliers on site.
4. In the event, Subcontractor cannot name **Proctor Construction Company, LLC** as an "Alternate Employer", Subcontractor must furnish to **PCC LLC**, in addition to above, a workers compensation insurance policy in subcontractors name. No less than statutory amounts required by state law with employer's liability limits no less than **\$1,000,000** each accident / **\$1,000,000** disease aggregate policy

limits / **\$1,000,000** disease. *(While employee leasing covers the actual leased employees for on the job injuries via a contractual relationship, it does not provide a policy which is required by the subcontractor's agreement. This policy is essential to cover any subcontractor's employees, who may be uninsured for one reason or another; day labors, casual labor, or any employee(s) of the subcontractor's subcontractors or any employee(s) who may be inadvertently or not yet enrolled in the leasing agreement.)*

5. A certificate of insurance (COI) issued to **Proctor Construction Company, LLC** (COI holder) for the "minimum premium" policy listing the subcontractor as the "Named Insured" including a "Waiver of Subrogation" in favor of **Proctor Construction Company, LLC**.

Automobile Liability

Business Auto Liability with Limits of not less than **\$1,000,000** each accident is required and must be evidenced on the certificate of insurance. Business Auto coverage must include coverage for liability arising out of all owned, hired, leased and non-owned automobiles. "**Proctor Construction Company, LLC**" is to be named as an "Additional Insured".

Professional Liability Insurance Requirements:

All Architects/Engineers, Consultants, Surveyors, or other professional service organizations providing services to **PCC LLC** are required to have professional liability insurance with a limit of no less than **\$1,000,000** per claim, in addition to Commercial General Liability insurance and the related CGL endorsements. The requirements of the professional liability is necessary due to the errors and omissions that can occur in rendering "faulty design or faulty professional judgment" provided to **PCC LLC**. In the case of professionals that must come onto **PCC LLC** premises in order to perform their duties, the CGL coverage is necessary to protect **PCC LLC** from damages caused to any person or property. If the services performed require their presence directly on the job site, then **workers compensation** insurance will also be required.

Withholding Amounts:

All subcontractors and vendors who do not meet the necessary **PCC LLC** insurance requirements are subject to payment withholding.

- NOTE: These withholding amounts do not represent insurance premium, which covers the subcontractor. This is a consequential damage caused by the lack of adequate insurance coverage.
- Once an amount is withheld and the proper insurance is later provided for the time period that the work was completed (the invoice period), then withheld payment may be requested up to 90 days from the check date. After that time period, all withholding amounts are forfeited.

Insurance requirements for all vendors and subcontractors of must be in compliance with the section of the SUBCONTRACT AGREEMENT regarding insurance. Insurance shall be by a company rated by A.M. Best "A-" or better and shall be licensed to do business in the State of Florida. Subcontractors not meeting the insurance related requirements shall be subject to withholding of payments as determined by **PCC**.



CERTIFICATE OF LIABILITY INSURANCE

PROCT-2

OP ID: KR

DATE (MM/DD/YYYY)

12/08/2014

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 Name & Address of Insurance Agent	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Name of Insurance Co.	NAIC #
INSURED Name & Address of Subcontractor	INSURER B: Name of Insurance Co.	
	INSURER C: Name of Insurance Co.	
	INSURER D: Name of Insurance Co.	
	INSURER E: Name of Insurance Co.	
	INSURER F: Name of Insurance Co.	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	X	POLICY NUMBER			EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			POLICY NUMBER			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			POLICY NUMBER			EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE
	DED <input checked="" type="checkbox"/> RETENTION \$						
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			POLICY NUMBER			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D							

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

Project Name:

The Certificate Holder and the project owner are additional insured with respects to General Liability and Excess/Umbrella Liability arising out of the work performed by the Insured per ISO endorsement CG2010 11/85 or equivalent. Insurance coverage is primary and non-contributory to any other insurance available to the Certificate Holder. "Waiver of Rights to Recover from Others" in favor of the additional insured as respects to General Liability and Workers' Compensation is included. 30 Days Notice of Cancellation except 10 days for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

PROCTOR Proctor Construction Company, LLC 2050 Highway US 1; Suite 200 Vero Beach, FL 32960	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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