



O. C. JONES & SONS, INC.
INSURANCE REQUIREMENTS
ADDENDUM A

CERTIFICATE(S) OF INSURANCE COMPLYING WITH THE FOLLOWING REQUIREMENTS MUST BE ON FILE WITH O. C. JONES & SONS, INC. PRIOR TO COMMENCEMENT OF ANY WORK AND KEPT CURRENT WITHOUT LAPSE. IF YOU SUBCONTRACT ANY PORTION(S) OF YOUR WORK TO OTHERS, THOSE SUBCONTRACTORS MUST ALSO MEET ALL OF THE FOLLOWING REQUIREMENTS. ANY OTHER INSURANCE COVERAGES REQUIRED OF O. C. JONES & SONS, INC. BY THE OWNER OR GENERAL CONTRACTOR ARE ALSO REQUIREMENTS THAT YOU MUST MEET IN YOUR POLICY COVERAGES AND CERTIFICATES OF INSURANCE.

ALL INSURANCE COMPANIES MUST BE RATED "A" OR BETTER BY AM BEST'S, WITH A FINANCIAL SIZE CATEGORY OF "VII" OR GREATER (EXCEPT STATE FUND FOR CALIFORNIA WORKERS' COMPENSATION COVERAGE), UNLESS A SPECIFIC CONTRACT REQUIRES A HIGHER RATING.

1) COMMERCIAL GENERAL LIABILITY INSURANCE, with the following provisions:

A) Minimum limits

- \$1,000,000 Combined Single Limit Bodily Injury & Property Damage
- \$1,000,000 Personal/Advertising Injury Liability
- \$2,000,000 Products & Completed Operations Aggregate
- \$2,000,000 General Aggregate – to apply separately to each project

If higher limits are required in the General Contract, or by the Owner, subcontractor will comply with such requirements by providing evidence of an umbrella or excess liability policy. **These said requirements are part of this agreement.** The policy(ies) shall comply with all general liability and additional insured requirements shown hereunder.

- B) The Additional Insured Endorsements (CG 20 10 04 13 and CG 20 37 04 13) or equivalent form shall include the following entities: **O. C. Jones & Sons, Inc. (& any applicable entities required by each respective contract)** Exception: when work is done that leaves no permanent structure/work at the project, Endorsement CG 20 10 (10-93) may be used. In all cases, the actual endorsement(s) must be attached to the certificate.**
- C) Coverage provided to the additional insured(s) shall be primary and shall not contribute with any insurance held by the additional insured(s).**
- D) A "separation of insureds" clause must apply, or a Cross Liability endorsement stating that the limits apply separately to each Named Insured.**
- E) Any self-insured retention or deductible in excess of \$25,000 must be declared to O. C. Jones & Sons, Inc. at the time of bid and pre-approved.**
- F) Policy shall provide coverage on an "occurrence" basis. "Claims Made" coverage is not acceptable.**
- G) Policy must not contain any "sunset" clause.**
- H) Coverage shall include Bodily Injury & Property Damage including liability for Premises/Operations, Products/Completed Operations, Personal Injury, Blanket Contractual and Broad Form Property Damage.**

- I) General Liability coverage must not exclude coverage for residential, condominium or town home work.
 - J) Any "X, C, U" exclusions must be deleted
 - K) A waiver of rights of recovery endorsement in favor of the additional insured(s) is required.
2. **Commercial Automobile:** Coverage to include all owned, non-owned and hired automobiles with the following minimum limits: \$1,000,000 Combined Single Limit Per Accident. O.C. Jones & Sons, Inc. and all parties to contracts should be named as an additional insured.
 3. **Workers' Compensation:** Certificate must include California Workers' Compensation coverage with Statutory limits & Employer's Liability limits not less than: \$1,000,000 Each Accident, \$1,000,000 Disease, and \$1,000,000 Policy Limit. A waiver of rights of recovery endorsement shall apply to all entities included as additional insured(s) under the General Liability coverage. If required, USL&H Coverage must be provided.
 4. **ALL CERTIFICATES** must contain the following:
 - A) Show Project Location **PLEASE SPECIFY OCJ JOB #3 ON CERTIFICATE**
 - B) A thirty (30) day notice of cancellation endorsement must be provided by subcontractor. If the words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" are included on the certificate they must be stricken.

Safety Guidelines: Subcontractor acknowledges and agrees to comply with the attached safety guidelines, and any other guidelines or requirements subsequently issued by Contractor. These guidelines are not exhaustive, and it is Subcontractor's duty to take all reasonable and/or legally required safety measures even if such measures are not expressly set forth in the attached guidelines.

YOU ARE NOT AUTHORIZED TO PROCEED WITH ANY WORK UNDER ANY SUBCONTRACT UNTIL WE HOLD CURRENT, FULLY COMPLIANT CERTIFICATES OF INSURANCE. O. C. JONES & SONS, INC. RESERVES THE RIGHT TO WITHHOLD PAYMENT UNTIL ALL CONTRACT PROVISIONS, INCLUDING ALL INSURANCE REQUIREMENTS ARE MET.

FAILURE OF O. C. JONES & SONS, INC. TO ENFORCE IN A TIMELY MANNER ANY OF THE PROVISIONS OF THESE INSURANCE REQUIREMENTS SHALL NOT ACT AS A WAIVER TO ENFORCEMENT OF ANY OF THESE PROVISIONS AT A LATER DATE. PLEASE FORWARD ALL INSURANCE REQUIREMENTS TO YOUR AGENT/BROKER TO ENSURE TIMELY COMPLIANCE.

