

CERTIFICATE OF LIABILITY INSURANCE DEFINITIONS AND EXPLANATIONS

1. **PRODUCER** - Identifies the Subcontractors agent and contact information.
2. **INSURED**- Identifies the insured party (subcontractor/vendor) listed on the policy. This insured party must match the name of the subcontractor/vendor signing any Trillium contracts or purchase orders.
3. **INSURERS AFFORDING COVERAGE** - Names of insurance companies providing insurance coverage by policy type. The letter (ex. "Insurer A") to the left corresponds to the letter noted in the COVERAGES section of the insurance certificate.
4. **INSURER LETTER** - Identifies the insurance company providing each type of coverage (refer to item #3).
5. **COMMERCIAL GENERAL LIABILITY** - Identifies the type of general liability policy form being provided, which includes standard coverage and certain insurance endorsements.
6. **OCCUR** - must be checked to ensure that the insurance policy covers claims as of the date of occurrence, not when the claim was reported. **NO EXCEPTIONS!**
7. **XCU NOT EXCLUDED** - As required per Trillium subcontract, this caption reaffirms that incidents due to explosion ("X"), collapse ("C"), or underground ("U") are covered by the insured's policy.
8. **BROAD FORM PROPERTY DAMAGE**- As required per Trillium contract, this caption reaffirms that the insured has coverage for damage caused to property other than the insured's own work product.
9. **GENERAL AGGREGATE LIMIT APPLIES PER PROJECT**- Requires the insured to have full limits to insurance coverage for each location/project, regardless of any previous claims made during the same year.
10. **EACH OCCURANCE** - The total amount an insurance policy will pay for any once covered incident.
11. **DAMAGE TO RENTED PREMISES** - (Each Occurrence) The total amount an insurance policy will pay for any one covered incident.
12. **MEDICAL EXPENSE** - (Any one person) - Represents the cost of first aid for someone injured relating to the insured's operations, for any reason and any location.
13. **PERSONAL & ADVERTISING INJURY** - Covers the injured for items such as libel, slander, false arrest, malicious prosecution and false advertising.
14. **GENERAL AGGREGATE**- The maximum amount a policy will pay \$2,000,000.00.
15. **PRODUCTS/COMPLETED OPERATIONS AGGREGATE** - The maximum amount an insurance policy will pay for any given 12-month policy period for completed operations. The general aggregate, by circumstance, will depend on how item #9 (Policy, Project, Location) is checked. Completed Operations coverage provides insurance for an incident occurring after work has been completed and the insured is no longer on the project.
16. **ANY AUTO** -Provides insurance on all vehicles used on the insured's behalf (owned, leased, borrowed, employee's vehicle, etc.) This caption is required unless the insured can provide adequate documentation related to vehicle usage and drivers.
17. **ALL OWNED AUTOS** - Limits insurance coverage to those vehicles owned or leased by the insured. This caption does not insure for vehicles owned by employees.
18. **SCHEDULE AUTOS** - Reduces insurance coverage to only those vehicles listed on the policy, which will lead to numerous vehicles not being covered. Schedule Auto is **unacceptable** given the lack of control over the insured vehicle usage.
19. **HIRED AUTOS** - Provides insurance coverage to the insured for hiring transport, including a rental or delivery truck.

20. NON-OWNED AUTOS- Protects the insured in the event someone is involved in an accident while working on behalf of the insured (employee, independent contractor, etc.) individually.

21. WORKERS COMPENSATION STATUTOR LIMITS - Covers injury to an employee including medical, indemnity (lost wages) and disability income. Per Florida Statutes, the medical and disability benefits have no limits, which make the carrier responsible indefinitely.

22. EMPLOYER LIABILITY ACCIDENT - (Each Accident) Represents the amount of insurance coverage provided to the employer in case the incident occurred due to lack of employer's gross negligence. One example would be a fall injury due to lack of employee fall protection provided by employer.

23. EMPLOYER LIABILITY DISEASE - (Policy limit, each employee) - Represents the maximum amount of insurance coverage provided to the employer in case the incident occurred due to the employer's gross negligence. One example would include asbestos poisoning due to the lack of employee chemical protection provided by the employer.

24. EMPLOYER LIABILITY DISEASE - (Policy limit) Represents the maximum amount of insurance coverage provided to the employer in case the incident occurred due the employer's gross negligence.

25. DESCRIPTION OF OPERATIONS- includes the following components:

A. Additional Insured Endorsement for Auto Liability & Commercial General Liability Coverage - Adds Trillium as an insured party, which enables Trillium to file a claim with the insured's carrier directly. Otherwise, each insurance claim would be reported and paid by Trillium carrier, regardless of the incident being the insured's fault or negligence.

B. Additional Insured Endorsement for Product/Completed Operations - Adds Trillium as an insured party for all incidents that occur after the insured has completed their work and is no longer at the project site.

C. Blanket Contractual Liability - States that any contract undertaken between Trillium and the insured, oral or verbal, is a covered contract for insurance purposes.

D. Waiver of Subrogation - Prevents the insured's carrier from suing Trillium for reimbursement of worker's compensation claims paid to the employee of a subcontractor or vendor.

26. CANCELLATION- Includes the following components:

A. Cross Out "endeavor to" Phrase - Crossing out this phrase obligates someone to notify Trillium 30 days in advance of cancellation of any insurance policy.

B. Cross Out "impose no obligation or liability of any kind upon the insurer, its agents or representatives" Phrase - Makes the insurance carrier and agent responsible for any damages incurred due to not notifying Trillium of a policy cancellation in advance notice.



QUICK TIPS
UNDERSTANDING THE ACORD CERTIFICATE OF INSURANCE
AND TRILLIUM CONSTRUCTION REQUIREMENTS FOR
SUBCONTRACTORS

1 PRODUCER INSURANCE AGENT/BROKER WHO ISSUES CERTIFICATES

2 NAME OF INSURED MUST BE THE LEGAL NAME OF THE CONTRACTING PARTY

3 PRODUCER INSURANCE AGENT/BROKER WHO ISSUES CERTIFICATES

4 INSURANCE LETTER

5 COMMERCIAL GENERAL LIABILITY OCCURRENCE

6 XCU NOT EXCLUDED

7 BROAD FORM PROPERTY DAMAGE

8 GENERAL AGGREGATE LIMIT APPLIED PER PROJECT

9 ANY AUTO

10 HIRE AUTOS

11 NON-OWNED AUTOS

12 DESCRIPTION OF OPERATIONS

13 EACH OCCURRENCE

14 DAMAGE TO RENTED PREMISES

15 MED EXPENSE

16 PERSONAL & ADVERTISING INJURY

17 GENERAL AGGREGATE

18 PRODUCTS/ COMPLETED OPERATIONS AGGREGATE

19 WC STATUTORY LIMITS

20 EMP. LIABILITY ACCIDENT

21 EMP. LIABILITY DISEASE (EA)

22 EMP. LIABILITY (POL. LIMIT)

23 CANCELLATION

24 CANCELLATION

25 CANCELLATION

26 CANCELLATION

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

INSURED

INSURERS AFFORDING COVERAGE

| INSURER | A.M. | Best Rating | NAIC # |
|------------|--------------|--------------------|--------|
| INSURER A: | Minimum A.M. | Best Rating A - VI | |
| INSURER B: | Minimum A.M. | Best Rating A - VI | |
| INSURER C: | Minimum A.M. | Best Rating A - VI | |
| INSURER D: | Minimum A.M. | Best Rating A - VI | |
| INSURER E: | | | |

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSURANCE TYPE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|---|---------------|------------------------------------|-------------------------------------|---|
| GENERAL LIABILITY | | | | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (PREMISES EXCLUSIONS) \$ 50,000 MED EXP (Any person) \$ 5,000 PERSONAL & ADVERTISING INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS/ COMPLETED OPERATIONS \$ 2,000,000 |
| AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Excessive) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| EXCESS UMBRELLA LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY CAACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATUTORY LIMITS \$ EA EACH ACCIDENT \$ 100,000 EA DISEASE - EA EMPLOYEE \$ 100,000 EA DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate holders and Project Owner are named as Additional Insured for Auto Liability & Commercial General Liability coverages (attached copy of Additional Insurance - Endorsement INCLUDING Prod/Completed Operations) Blanket Contractual Liability or Specifically Insured Contract Coverage on GL policy (attached copy), Workers Compensation policy contains a Waiver of Subrogation in favor of Certificate Holders & Project Owner. For List Project Name: (LIST NAME)

CERTIFICATE HOLDER: Trillium Construction Inc. 1450-B Kinetic Road Lake Park, FL 33403

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|--|-----------------------------------|
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

TO BE COMPLETED BY YOUR INSURANCE AGENT
Subcontractor Insurance Compliance Statement

Name of Subcontractor: _____

Project Number: _____ Project Name: _____

This document supplements the Certificate of Insurance and must be completed and signed by your insurance agent (not employee) for our mutual benefit. It must be returned along with your Certificate of Insurance.

In regard to the above Insured's Commercial General Liability and/or Umbrella policies.

- Is there a residential, habitational or multi-family exclusion? Yes ___ No ___
- Is there a subsidence or earth movement exclusion? Yes ___ No ___
- Is there an exterior insulation and finish system (EFIS) exclusion? Yes ___ No ___
- Is there a mold or indoor air quality exclusion? Yes ___ No ___
- Is there pollution exclusion? Yes ___ No ___
- Does additional insured status include both ongoing and completed operations exposures? Yes ___ No ___
- Is there contractual liability coverage to support the subcontract Indemnification clause (including the obligations specified in Section _____ of the Subcontract, Part _____) Yes ___ No ___
- Where professional liability insurance is required, what is the amount of the deductible? \$ _____ Yes ___ No ___

Insurance Agents Signature: _____

Agency: _____

Date: _____ Phone: _____

Insurance compliance agreement 3-5 years



SUB-CONTRACTOR / VENDOR/SUPPLIER AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

) SS:
)

Project Name: _____
Project #: _____
Contract #: _____

Before me, the undersigned authority, personally appeared _____ as _____ of _____ who, upon being duly sworn, on oath deposes and says upon his/her personal knowledge that:

- The following are the names and addresses of all sub-subcontractors, suppliers, vendors and materialmen who have supplied work, materials and / or services to the Project on behalf of Subcontractor as of the dates below.
- All of the sub-subcontractors, suppliers, vendors and materialmen listed below are fully compliant with all insurance requirements contained in the Subcontract Documents/Purchase Orders executed in connection with this project.
- The undersigned acknowledges that _____ Trillium Construction Inc. _____ as applicable, is relying on the accuracy of this Affidavit in issuing progress payments and final payment to Subcontractor.

| Subcontractor, Vendor or Supplier Name | Material Supplied / Scope of Work | Contract / Hire Date | CONTACT INFORMATION | |
|--|-----------------------------------|----------------------|---------------------|------------------------|
| | | | Name | Address & Phone Number |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

SWORN TO AND SUBSCRIBED BEFORE ME
ON THE DATES SET FORTH BELOW:

Signature & Title:

Date:

Notary Signature:

Notary Date & Seal

- | | | | |
|----------|-------|-------|-------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ |
| 5. _____ | _____ | _____ | _____ |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Name of Person or Organization: |
| Location And Description of Completed Operations: |
| Additional Premium: |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".