

INSURANCE. Prior to commencement of work, Subcontractor shall furnish Contractor certificates showing that Subcontractor has, and will maintain throughout the Subcontract, insurance written by companies acceptable to Contractor that are BEST RATED “A” OR BETTER and will include Contractor, Owner, and any other parties required by the Contract Documents (“Contractor Parties”) as additional insureds for the following types and minimum amounts (or such additional amounts as Owner may require or by addendum hereto):

1. Worker’s Compensation and Employer’s Liability.
 - a. Statutory Worker’s Compensation for all states in which operations are conducted.
 - b. Employer’s Liability with a limit of \$ 1,000,000.
2. Comprehensive General Liability (other than automobile).
 - a. Covering liability arising out of all work performed by or on behalf of Subcontractor, including products and completed operations liability and contractual liability assumed under this Subcontract.
 - b. Limits of Liability:

Each Occurrence:	\$1,000,000
Damage to Rented Premises	\$50,000
Med Exp	\$5,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Ops Agg	\$2,000,000
 - c. Policy shall be endorsed to provide per Project Aggregate, Form CG 2503 or equivalent.
 - d. Policy shall be endorsed to provide Blanket Waiver of Subrogation, Form CG2404.
 - e. Policy shall be endorsed to provide Additional Insured Form CG2010 or CG2033 or equivalent.
 - f. Policy shall be endorsed to provide Additional Insured Form CG 2037. (Completed Operations)
 - g. Policy shall be endorsed to provide 30-day notice of cancellation.
3. Automobile Liability:
 - a. Form to include coverage for all owned, non-owned or hired automobiles.
 - b. Limits of Liability:

Combined Single limit:	\$1,000,000
------------------------	-------------
 - c. Policy shall be endorsed to provide Wavier of Subrogation, Form CA0444.
 - d. Policy shall be endorsed to provide 30-day notice of cancellation.
 - e. Policy shall be endorsed to provide Additional Insured, Form CA0403
4. Umbrella liability -
 - a. Minimum limits of \$1,000,000
 - b. Policy shall be endorsed to provide 30-day notice of cancellation.
5. Policy Exclusions - The policies providing coverage will not exclude coverage for the type of construction or project being performed. The following exclusions/limitations/endorsements (or their equivalents(s)) to coverage are prohibited:
 - Continuous or Progressive Injury or Damage exclusion or any variation thereof;
 - Classification limitation exclusions;
 - Third party action over exclusions;
 - Exclusion – Injury to Contractors, Volunteers and Other Workers;
 - Unacceptable roofing operation warranties including open roof exclusions;
 - Subcontracted work exclusions or coverage limitations;
 - Subsidence exclusions applicable to Texas;
 - Punitive damages exclusion – Texas;
 - Total Pollution exclusion;
 - Any designated work exclusions that include work in the Subcontractor’s scope;

- CG2139 – Contractual Liability Limitation or equivalent;
- Amendment of Insured Contract Definition;
- Limitation of Coverage to Designated Premises or Project;
- Any construction defect completed operations exclusion;
- Page 2 of 2 Any endorsement modifying or deleting the exception to the Employer's Liability exclusion;
- Any endorsement deleting or modifying coverage for explosion, collapse, or underground work;
- Any "Insured vs. Insured" exclusion;
- Any pre-existing injury, loss, or damage exclusion;
- Any residential or habitation exclusion if such work is to be performed;
- Any endorsement that reduces coverage for the Subcontractor's indemnity obligations for bodily injury to its employees.

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, Subcontractor shall provide Contractor with a written endorsement showing Contractor Parties as additional insureds on the Subcontractor's comprehensive general liability, Forms CG2010 or CG2033 (07/04) or equivalent form and automobile insurance, CA0403 (06/04) and the policies shall be endorsed to provide thirty (30) days written notice of cancellation. Subcontractor's failure to provide the written endorsement may be considered by Contractor to be a material breach of the Subcontract, the Contractor may, at its sole option, terminate the Contract and seek damages as a result of any such breach. The insurance required to be carried by Subcontractor naming Contractor Parties as additional insureds, shall be primary over any insurance policy maintained by Contractor and shall contain a "Waiver of Subrogation" endorsement in their favor.

Builder's Risk Insurance will be carried by the Contractor, unless stipulated otherwise in the Contract Documents. In any case, Builder's Risk Insurance coverage shall conform to the requirements of the Contract Documents and shall extend to the Work performed by the Subcontractor under this Subcontract, subject to all provisions and exclusions as specified by said Builder's Risk Insurance, but in no case does it apply to any tools or equipment not meant to become a part of the permanent structure. Such loss of tools or equipment owned or used by the Subcontractor shall be the exclusive and sole responsibility of the Subcontractor. Subcontractor shall be solely responsible for any deductible feature of said Builder's Risk Insurance as shall be applicable to his share of the specific loss.

SUB-SUBCONTRACTOR'S INSURANCE. If Subcontractor should subcontract any of Subcontractor's Work to a third party, Subcontractor shall also require that such third party procure and maintain the insurance policies meeting the requirements set forth herein, including without limitation the naming of Contractor and other designated entities as additional insureds on said policies as provided therein. A third party's obtaining the required insurance shall in no manner lessen or affect Subcontractor's obligations or liability as set forth herein or otherwise imposed by law.



D Wilson Construction Company is pleased to announce that we have established a new business relationship with the insurance professionals known as “*JONES*”. Effective December 1, 2024 *JONES* will be serving as our primary Certificate of Insurance tracking partner to verify that you are satisfying the insurance requirements set forth in the agreement between you and D Wilson Construction Company. Utilizing *JONES* in order to provide proof of your required insurance will be **mandatory** for all Subcontractors in contract with D Wilson Construction Company. *JONES* is a widely used service in the industry and we are confident it will streamline the insurance certificate verification process for both you and D Wilson Construction Company.

What is *JONES*?

- *JONES* is responsible for tracking and verifying that your certificates of insurance meet the requirements specified when you signed with D Wilson Construction Company.

How this affects you?

- You will no longer provide a Certificate of Insurance directly to D Wilson Construction Company. All certificates will be provided to *JONES* by using the *JONES* Portal.
- When a renewal certificate is needed *JONES* will reach out directly to you to request an updated certificate.
- Any insurance cancellation notices, premiums past due notices, etc. will be sent to D Wilson Construction Company and you will be required to update your insurance obligations accordingly and provide *JONES* with the necessary information for compliance.

You will be receiving an e-mail link from insurance@dwilsonconstruction.com. Please follow the instructions in the e-mail to provide your COI.

Please add the e-mail insurance@dwilsonconstruction.com to your safe sender’s list to ensure you receive all email communication from ***JONES***.



Acord Form Must be Provided - No other Form will be Accepted

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Must Be Dated

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 Agency Name Agency Address Agency City, State, Zip	CONTACT NAME: Agent Name	
	PHONE (A/C, No, Ext): Agent Phone	FAX (A/C, No):
	E-MAIL ADDRESS: Agent Email	
INSURED Subcontractor Name Subcontractor Address Subcontractor City, State, Zip	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Company Name	
	INSURER B : Company Name	
	INSURER C : Company Name	
	INSURER D : Company Name	
	INSURER E :	
INSURER F :		

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	
A	GENERAL LIABILITY			Policy Number	Date	Date	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							\$	
							MED EXP (Any one person)	
							\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$ 1,000,000	
							GENERAL AGGREGATE	
							\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	
							\$ 2,000,000	
							\$	
B	AUTOMOBILE LIABILITY			Policy Number	Date	Date	COMBINED SINGLE LIMIT (Ea accident)	
	<input checked="" type="checkbox"/> ANY AUTO or						\$ 1,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
							BODILY INJURY (Per accident)	
							\$	
						PROPERTY DAMAGE (Per accident)		
							\$	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			Policy Number	Date	Date	EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						\$ 1,000,000	
							AGGREGATE	
	DED RETENTION \$						\$ 1,000,000	
							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Policy Number	Date	Date	WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below							\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	
							\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	
							\$ 1,000,000	

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

This section must include Project Job # and Project Name

CERTIFICATE HOLDER

CANCELLATION

Must be the DWCC Office you are working with:

D. Wilson Construction Co.
1207 E. Pecan Blvd.
McAllen, Texas 78501

OR

D. Wilson Construction Co.
1858 Grandstand Dr.
San Antonio, Texas 78238

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

Must be Signed

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 10 07 04

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
D Wilson Construction Company	Project Name Project Address Project City State Zip
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.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 37 07 04

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 Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
D Wilson Construction Company	Project Name Project Address Project City State Zip
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER:

GL Endorsement 4 (Required)

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

D Wilson Construction Company

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
All projects away from premises owned or rented by you, as required by specific written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations" section, and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits."

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

POLICY NUMBER:

COMMERCIAL AUTO

CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:**

SCHEDULE

Name Of Person(s) Or Organization(s):	All persons or organizations when you have agreed in writing in writing in a contract or agreement that such persons or organizations be added as an additional insured.
--	--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

This Endorsement works for Additional Insured Waiver of Subrogation

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: D Wilson Construction Company**Endorsement Effective Date:****SCHEDULE****Name(s) Of Person(s) Or Organization(s):** As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket as required by contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)