Insurance Matters!

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A Newsletter of the **Insurance and Surety Committee** of the Real Property Probate and Trust Law Section of The Florida Bar

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In This Issue:

Subcontractor Default Insurance and Suretyship: A Primer on the Distinction Between the Two[1]

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Subcontractor Default Insurance (SDI), or Subguard™[2], was created in 1995 as an alternative to surety bonds as a way to manage risk of subcontractor failure. SDI was originally marketed to meet the needs of, and it is gaining more attention with, large general contractors, construction managers and design-build firms with expenditures of $50 million plus on private projects.[3] A surety claims professional should be aware of the significant differences between SDI and bonds.

Number of Players, Risk and Regulation

The primary distinction between SDI and surety bonds is the type of contractual agreement involved. Subguard consists of a two-party agreement between the insured contractor and the carrier. Upon a subcontractor's performance default, the carrier indemnifies the contrac-

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Death, Taxes, and Suretyship: The Only Certainties[1]

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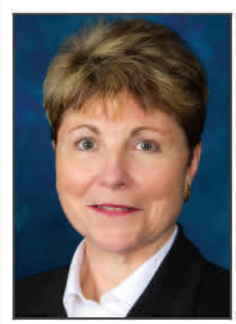

The Eleventh Circuit Court of Appeals recently reminded us of an important lesson, namely that a contractor, as obligee, must perform each and every condition of the written performance bond to recover its losses caused by a defaulting subcontractor. *Int'l Fid. Ins. Co. v. Americaribe-Moriarty JV*, No. 16-14861, D.C. Docket No. 1:15-cv-24183-MGC (11th Cir., Feb. 28, 2017). If the contractor terminates the subcontractor by timely and proper notice to the surety under the bond, then the contractor should be able to recover its losses caused by the defaulting subcontractor. However, a contractor who misfires by engaging a replacement subcontractor too quickly, *i.e.*, before terminating the defaulting subcontractor, or fails to comply with the terms of the bond that allow the surety to exercise its options could suffer the same misfortune as the contractor, here. The contractor effectively forfeited its right to recover its completion costs which exceeded $1,000,000.

The case involves a general contractor, Americaribe-Moriarty JV (AMJV); a subcontractor, Certified Pool Mechanics 1, Inc. (CPM); and the performance bond sureties, International Fidelity Insurance Company and Alleghany Casualty Company (Fidelity). However, the

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tor for costs incurred. The general contractor retains a portion of the risk through high deductibles and co-payments. SDI may be written on a non-admitted or surplus lines basis and, therefore, if the SDI carrier becomes insolvent there is no recovery under a state guarantee fund.

Bonds encompass a tripartite agreement between the subcontractor principal, surety and contractor obligee. The surety guarantees that the subcontractor will perform the subcontract in favor of the contractor. It is a complete risk transfer from the general contractor to surety, with first dollar coverage. Sureties are admitted and regulated by state insurance departments, regularly filing rates and financial information.

Legal Precedent

Surety bonds have been in existence for millennia. While there are well-established statutes and case law governing surety bonds which provide clear guidelines for surety claims professionals, there are few reported decisions on major SDI disputes. Other than a few fact-specific cases[4] which touch on SDI replacing traditional surety bonds, it is still uncertain how various jurisdictions will rule on SDI issues in construction-related disputes.

Cost Comparison

SDI involves deductibles and co-payments while bonds do not. Aside from the premium, no additional payments are required to trigger bond coverage. Protection is guaranteed upfront. It is not uncommon for SDI deductibles to be as high as $500,000 to $1 million.[5] Notwithstanding, cost is often a major benefit cited for SDI over performance bonds. SDI can be purchased for as little as 50% of the cost of bond premiums which range from 1 to 1.25% of the value of the subcontract. Whereas performance bonds are issued in the equivalent value to the subcontracts, by comparison, the policy limit on an SDI policy is often less than the total value of all of the subcontracts – usually ranging from .4 to .85% of the total subcontract values.[6]

"Subguard does not meet state and federal (Miller Act) statutory requirements for public projects which require payment protection, in the form of a payment bond, to subcontractors and/or suppliers."

What's Covered?

SDI policies are structured to cover five broad categories of losses: (1) the cost of completion of a defaulted subcontractor's scope of work, (2) the cost of correcting defective or nonconforming work/materials,[7] (3) certain legal and professional fees incurred in connection with a subcontractor's default, (4) costs in the investigation or adjustment of the default, and (5) liquidated damages, job acceleration, and extended overhead costs incurred by the insured as a result of the default.[8] However, SDI has no payment bond equivalent. Subguard does not meet state and federal (Miller Act) statutory requirements for public projects which require payment protection, in the form of a payment bond, to subcontractors and/or suppliers.[9]

The Pre-Qualification Process

The surety's issuance of a performance bond equates to an assurance of the subcontractor's performance of its scope of work on the project. Prior to this guarantee, the surety must prequalify the principal subcontractor via the underwriting process which involves: analyzing financial viability, credit history, project experience, reputation, progress on other subcontracts, management capability, equipment, size, geographic location of work, and overall capacity to perform the job.[10] If a subcontractor is deemed too small or lacks sufficient performance history, typically it will not qualify to be bonded.

With SDI, the general contractor has the responsibility to pre-qualify its subcontractors. The general contractor, rather than the surety, will gather financial data and conduct its own testing to determine if the subcontractors have the resources to perform the job. There are differing opinions about whether the general contractor will do a better or worse job than the surety in vetting subcontractors.[11]

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Contractor v. Surety Responsibilities

A performance bond mandates that the surety has the primary obligation to step in and remedy a subcontractor default. The surety then has options under the bond such as takeover, financing completion of the work, or paying the obligee. With SDI, the insured general contractor assumes responsibility for taking over the project and managing the defaulting subcontractor's obligations.

Length of Investigation

After a claim has been made on the performance bond, there is always a period of investigation during which the surety determines whether the claim has merit.[12] While necessary to ensure a default has actually occurred, it has the potential to cause project delays and cost overruns.[13] Under an SDI policy, the general contractor decides the best way to remedy the default situation.[14] General contractors may favor this ability to proceed without having to wait for a surety's determination. The investigation period may be faster since the general contractor is free to proceed with the work while simultaneously submitting the claim to its carrier.

Coverage/Protection Period

A surety bond continues to provide protection against legitimate bond claims until: (1) the time for filing suit has expired (as stipulated in the bonded agreement); or (2) the relevant statute of limitations expires. SDI policies are generally written as "claims-made" policies meaning any claims must be made during the policy period (usually one calendar year) depending on the policy language.

Coverage Cancellation/Voided Coverage

Once a bond is executed, it remains in force and may not be cancelled (even for non-payment of premium) without consent of the obligee. Conversely, coverage under Subguard may be voided or cancelled if certain underwriting procedures are not followed or incorrect information provided. Thus, even with an SDI policy, reimbursement by the insurance carrier is not necessarily guaranteed. Policy terms and conditions must be complied with and the policy is limited by its exclusions, loss limits and specific project. IM

"Once a bond is executed, it remains in force and may not be cancelled ."

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[1] This article was initially published in connection with the Western States Surety Conference, Spring 2017 Program. It was condensed and edited for this publication.

[2] Subguard™ is the most prevalent type of SDI created by Zurich Financial Services. Throughout this paper the terms will be used interchangeably.

[3] Terry Gray, *Construction Risk, Zurich N.A. Insurance Co. Point/Counterpoint; Default Insurance – An Alternative to Traditional Surety Bonds*, 22 WTR CONSTRUCTION LAW 17 (2002); Andrew Zimmerman of Lowenstein Sandler, PC, Carl Bloomfield, and Shane Riccio, *Contractor Default Insurance: A nuanced Alternative to Performance Bonds,* (May 10, 2013), http://www.grahamco.com/KnowledgeCenter/whitepapers/nuanced-alternative-to-performance-bonds/

[4] State ex rel. Am. Subcontractors Assn., Inc. v. Ohio State Univ., 129 Ohio St. 3d 111, 2011-Ohio-2881, 950 N.E.2d 535 (2011); Construction Briefings No. 2012-3; see also Pavarini Constr. Co. (Se) Inc. v. Ace Am. Ins. Co., 161 F. Supp. 3d 1227 (S.D. Fla. 2015).

[5] Andrew Zimmerman of Lowenstein Sandler, PC, Carl Bloomfield, and Shane Riccio, *Contractor Default Insurance: A nuanced Alternative to Performance Bonds,* (May 10, 2013), http://www.grahamco.com/KnowledgeCenter/whitepapers/nuanced-alternative-to-performance-bonds/

[6] Lowell J. Notebloom, Esq., Leonard, Street, and Deinard, *Subguard® Subcontractor Insurance – What is it? Is it an appropriate alternative to surety bonds?*, (2001) http://www.lorman.com/resources/an-alternative-to-performance-bonds-advantages-and-disadvantages-of-subcontractor-default-insurance-for-the-general-contractor-15813

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[7] A recent federal court decision raises some concern that an SDI policy may be used as a funding scheme for the insured to recovery for a subcontractor's defective work claims. Pavarini Constr. Co. (Se) Inc. v. Ace Am. Ins. Co., 161 F. Supp. 3d 1227 (S.D. Fla. 2015). The Pavarini court recognized a key distinction between risks covered under CGL insurance and those covered under SDI. The CGL insured the owner, general contractor and covered subcontractors "against the risk of claims of property damage and bodily injury" while the SDI insured the general contractor "against the risk of subcontractor contractual default." Id. The decision left open the question of whether SDI should cover a subcontractor's defective work.

[8] Andrew Zimmerman of Lowenstein Sandler, PC, Carl Bloomfield, and Shane Riccio, *Contractor Default Insurance: A nuanced Alternative to Performance Bonds,* (May 10, 2013), http://www.grahamco.com/KnowledgeCenter/whitepapers/nuanced-alternative-to-performance-bonds/. Notably, many subcontract bond forms and sub-bonds based on the AIA A312 allow for recovery of these indirect losses including liquidated damages as well.

[9] Peckar & Abramson, *An Alternative to Performance Bonds – Advantages and Disadvantages of Subcontractor Default Insurance for the general Contractor*, (April 30, 2014) http://www.lorman.com/resources/an-alternative-to-performance-bonds-advantages-and-disadvantages-of-subcontractor-default-insurance-for-the-general-contractor-15813

[10] *Managing Subcontractor Risks of Non-Performance and Financial Failure A Flash Guide to Subcontract Bonds and Subcontractor Default Insurance*, Surety Bond Quarterly (Spring 2016), National Association of Surety Bond Producers, http://suretyinfo.org/?wpfb_dl=172

[11] Opinion Letter from Matthew K. Jr. Cashion, President, National Association of Surety Bond Producers, (June 9, 2003) on file with McGraw Hill Companies, Inc.; but compare Douglas Schrift, *Subcontractor Default Insurance: Markets, Myths and Misconceptions,* Contractor Default Insurance, AON Construction Services Group, International Risk management Institute, Inc. Construction Risk Conference (November 10, 2015), https://www.irmi.com/docs/default-source/crc-handouts/2015-crc-handouts/subcontractor-default-insurance-markets-myths-and-misconceptions.pdf?sfvrsn=8

[12] Peckar & Abramson, *An Alternative to Performance Bonds – Advantages and Disadvantages of Subcontractor Default Insurance for the general Contractor*, (April 30, 2014) http://www.lorman.com/resources/an-alternative-to-performance-bonds-advantages-and-disadvantages-of-subcontractor-default-insurance-for-the-general-contractor-15813

[13] *Subcontractor Default Insurance vs. Performance Bonds: Do You Know the Difference?* General Insurance Services (GIS), http://www.genins.com/img/~www.genins.com/commercial%20lines%20articles/subcontractor%20default%20insurance%20vs.%20performance%20bonds%20do%20you%20know%20the%20difference.pdf

[14] It is also noteworthy that SDI policies grant the insured broad discretion to determine whether a subcontractor is in default of its contractual obligations in the first place. Michael S. McNamara, Pillsbury Withrop Shaw Pittman LLP, *Subcontractor Default Insurance – A Modest Rebuttal*, Gravel2Gavel Construction Law Blog (March 1, 2016), http://www.gravel2gavel.com/2016/03/subcontractor-default-insurance-modest-rebuttal.html. Although what actions or inactions constitute a "default" are often the same between the two risk alternatives, the implication is that general contractors may be more or less inclined to declare a default depending on the status of the project and without the third party surety to look to cover the loss. IM

Suretyship, continued from page 1

rule of this case would by analogy also apply to an owner/obligee on the bond when attempting to recover under the general contractor's performance bond following a standard form, AIA Document A312-2010.

Here, the *International Fidelity* trial court denied AMJV's motion for summary judgment to default Fidelity on its bond obligations but granted Fidelity's motion against AMJV. The appellate court affirmed Fidelity's summary judgment on *de novo* review based upon facts that demonstrated AMJV's failure to trigger Fidelity's obligation under the performance bond.[2] The appellate court reasoned that since the bond incorporated the subcontract,[3] AMJV must first properly terminate CPM under the subcontract.[4] The court then reasoned that since AMJV did not give timely notice to Fidelity when it contracted with a replacement subcontractor that AMJV had thwarted Fidelity's opportunity to perform its bond obligations.[5] Accordingly, the appellate court held that Fidelity had no liability to perform under the bond.

Facts Make the Law

The chronology of AMJV's and Fidelity's conduct deserves close examination. First, the contractor sent a 3-day written notice of CPM's default under its subcontract to CPM and to Fidelity. The notice letter to the surety, however, requested a conference call to "substitute [CPM's] scope …with an alternative subcontractor."[6] Fidelity responded three (3) days later directing AMJV not to "take any steps with respect to completion of the project without [Fidelity's] written consent.[7] AMJV's first letter to the surety constituted notice under Section 3.1 of the bond, a meet and confer invitation.

Over the next thirty-five (35) days after the initial notice to Fidelity, AMJV lined up a replacement subcontractor. The replacement subcontractor committed to a price to complete the work and a proposed start date. Once AMJV secured those contractual requirements, then AMJV sent a second letter to Fidelity and to CPM on the same day that the replacement subcontractor intended to mobilize to perform the completion work. This second notice, not the first from 35 days before, was actually the "Contractor Default" notice required under Section 3.2 of the bond. It was this second notice, not the first, that then triggered the surety's obligation to select one of four (4) options: (§5.1) arrange with CPM to complete the subcontract; (§5.2) takeover the work and perform to completion; (§5.3) rebid the work to be completed by a replacement subcontractor that is properly bonded; or (§5.4) waive its rights to options under 5.1, 5.2, and 5.3 and pay or deny the claim.

> *"The appellate court reasoned that since the bond incorporated the subcontract, AMJV must first properly terminate CPM under the subcontract."*

AMJV left Fidelity without any opportunity to exercise its options, as surety under the bond, because AMJV had already engaged the replacement contractor. The testimony showed that the day after AMJV sent the default notice to CPM and to Fidelity, AMJV sent a letter directed to CPM's vendors, copying Fidelity, stating that AMJV was hiring the replacement subcontractor to complete the work. The following day, AMJV's new subcontractor mobilized to the site to perform "supplementation work and on site investigations to determine corrective work required for the project."[8]

The court noted that evidence of invoices for over $1,000,000 in work already performed showed that the replacement subcontractor was already performing work in September.[9] The invoices did not, as AMJV asserted, represent payments due under the defaulted subcontract. A new subcontract, however, dated October 1, 2015, stated that work was scheduled to start as of September 28, 2015. Other evidence supported payment for performance of work by the new subcontractor during this period.[10] The court also noted that it was not relevant that AMJV and its new subcontractor dated the contract October 1, 2015 since such formality would defeat the purpose of notice and option periods under the bond if "contractors could just work around them by waiting to sign a contract."[11]

AMJV then proceeded to send Fidelity a letter under Section 6, declaring Fidelity in default for failing to act promptly in electing its options under the bond and triggering Fidelity's obligation to perform within six (6) days. Seven (7) days later Fidelity responded that AMJV's actions had discharged its obligations. The next day AMJV by letter, declared Fidelity in default under the bond for failure to act with reasonable

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promptness to complete the subcontractor's work. Twenty-seven (27) days later Fidelity issued its denial of the claim based upon AMJV's breach "by commencing efforts to supplement CPM's work before providing the Surety with an opportunity to remedy any alleged default."

AMJV terminated CPM but had not triggered Fidelity's obligation under the bond. By prematurely hiring the replacement subcontractor without giving Fidelity the opportunity to consider how it should respond under the bond, the court said that AMJV's action "thwarted Fidelity's ability to choose among the options it had for remedying CPM's default."[12] AMJV's "failure to comply with the [] bond's notice provisions stripped the surety of its bargained for right and relieved the surety of its liability for the instant claim."[13]

Practice Tips

The first imperative is to trigger the surety's obligation to select its option under Section 5 of the bond by properly terminating the underlying contract. A notice of termination is governed by the contract and the notice must be clear and unambiguous.

"The first imperative is to trigger the surety's obligation to select its option under Section 5 of the bond by properly terminating the underlying contract."

[Note: A notice under Section 3.1, AIA Document A312-2010, performance bond only requests that the parties meet and confer as to the contractor's performance and status of the work. The Section 3.1 notice does not trigger the surety's liability to perform any other action under the bond. Clearly, title the Notice "Notice of Termination and Demand for Performance under Section 5 AIA A312-2010."]

The default notice directed to the contractor should be accompanied by a separate letter to the surety giving notice of the default and specifically demanding that the surety perform under Section 5, AIA Document A312-2010. The clear and unambiguous declaration of default should demand that the surety exercise its options under Section 5 of the bond either to fund the contractor to completion, to take over the work and have it performed through its agents, to rebid the work, or to waive its rights and pay or deny the claim within seven (7) days.

Time is of the essence. The surety company, its consultants, and its attorneys may not appreciate the current status of the contract default and its ripple effect on the critical path of the project. These parties take require time to learn the job so that the surety can prudently exercise its options. Owners often prefer to keep a defaulting contractor in place until the replacement contractor is committed to perform. The reasons include the need to contain cost overruns and mitigate delays.

Once the contractor is terminated, send notices to the surety daily, if necessary, to alert it to the pro-active measures undertaken to replace the defaulting party and to mitigate the damage. Keep the surety informed, in writing, to make a record of each affirmative step being pursued in both parties' best interests under the bond. If the surety elects not to move swiftly, prompt the surety to select its option and participate in the completion efforts to mitigate the ultimate loss. If the surety fails to perform, other available options to the owner/obligee exist under the bond. For example, if the contract includes liquidated damages for untimely delivery of the project, put the surety on notice again of this risk. The contract is incorporated by reference into the bond and, therefore, requires the surety to pay these damages if it causes further delays to complete.[14]

Options to Traditional Bonding

The legal principles associated with surety law often leave developers frustrated when faced with claims against a defaulting contractor's performance bond. The incredulous developer cannot comprehend paying a bond premium only to have the surety delay performance or ultimately deny a claim at a critical point in the project, particularly when it seems clear that the surety had actual notice of the default under the contract and the bond. The reality is that the surety company, a division of an insurance company, is

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not the forgiving business partner. Bonds are governed by well-established principles and are to be interpreted precisely.

Consider the failure to open a hotel or other revenue stream facilities on time because the contractor defaulted or due to construction liens that may impair or delay the developer from securing lower interest permanent financing because of a cloud on title. Delay damages for untimely delivery of retail, office, or condominium spaces can generate a cascading claim for lost revenue.

Frustrated developers balk at paying 1-4% of the contract price to obtain bonds only to have a surety reject the claim. They see no value for the money they paid but, rather, view bonds as the necessary evil for the project to qualify for financing, to provide comfort to its lending institutions or qualify to bid a public job. Yet it must be understood from the outset that the obligee must comply with the strict terms of the bond to benefit from the bond. In light of the shortcomings associated with bonds, sophisticated owners and developers often resort to alternate bond strategies to save money while also securing performance and payment on their projects. One approach would have the contractor provide its parent corporate guaranty along with subcontractor bonds on the major trade contracts, although this strategy would have had no real effect on the *Int'l Fidel*ity parties. Some contractors prefer to purchase subcontractor default insurance (SID) rather than traditional performance and payment bonds. Such SDI provides coverage upon the subcontractor's default so that the contractor can proceed to fund the subcontract work to completion. Other concepts such as "gap" bonding, which is more of a business concept than a legal principle, will prevail such that the general contractor will bond a portion of the work along with major subcontractor bonding or default insurance. The bonds would aggregate to equal the total amount of the construction contract price. We defer comment on this approach to another day.

"The time-critical pace of construction demands cost-efficient change management practices, particularly when defaulting a contractor and successfully recovering from its surety."

The time-critical pace of construction demands cost-efficient change management practices, particularly when defaulting a contractor and successfully recovering from its surety. The ability to bid and prepare replacement contractors is time-consuming and requires artful negotiation to get the contractor educated so that the completion costs can be contained. Surety companies must understand these exigent circumstances and act promptly and at the same time, contractors and owners must understand the necessity to comply with the rigid procedural requirements. Otherwise, the bond premium along with the delay associated with the fight becomes a waste of time and money. IM

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[1] Apologies to Benjamin Franklin and others who are credited with having said that the only things certain are death and taxes.

[2] *Int'l Fid. Ins. Co. v. Americaribe-Moriarty JV*, No. 16-14861 D.C. Docket No. 1:15-cv-24183-MGC (11th Cir., Feb. 28, 2017), p. 12.

[3] Id., p. 3.

[4] Id., p. 8.

[5] Id. p. 12.

[6] Id., p. 5.

[7] Id.; also, interesting but not dispositive as to Fidelity's default under the bond, a conference call later took place fourteen (14) days after AMJV's first letter, even though the bond dictates that a meeting shall take place within ten (10) days after the surety receives the request for a meeting.

[8] Id., p. 6.

[9] Id., p. 11.

[10] Id., pp. 11,12.

[11] Id., p 12, fn. 4.

[12] Id., p. 12.

[13] Id., citing , *Ins. Co. of N. Am. V Metro, Dade Cty.*, 705 So. 2d 33, 35 (Fla. 3d DCA 1997).

[14] *OBS Co. v Pace Const. Corp.,* 558 So. 2d 404 (Fla. 1990); *Nat'l Fire Ins. Co. of Hartford v. Fortune Const. Co.*, 320 F.3d 1260 (11th Cir 2003). IM

Committee Mission Statement

The purpose of the Insurance and Surety Committee is to educate the RPPTL Section of the Florida Bar on insurance, surety and risk management issues. The ultimate goal is to grow the Committee to the point it can seek Board Certification in Insurance and Risk Management. IM

Leadership & Subcommittees

Interested in getting involved? Contact one of the persons below:

Co-Chair - Wm. Cary Wright (cwright@carltonfields.com)
Co-Chair, Secretary & Newsletter - Scott P. Pence (spence@carltonfields.com)
Co-Vice-Chair - Frederick R. ("Fred") Dudley (dudley@mylicenselaw.com)
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Legislative Liaison - Louis E. "Trey" Goldman (treyg@floridarealtors.org)
Website - Derrick M. Valkenburg (DValkenburg@shutts.com)
Membership - ***Open***

Schedule of Upcoming Committee Meetings

- Do you know the difference between the various forms of additional insured endorsements?
- Do you understand your ethical obligations when representing sureties and their principals?
- Do you know what a "your work" exclusion is?
- Can you describe the difference between an additional insured and a loss payee?
- Do you understand the risks to your clients if they fail to obtain a waiver of subrogation?
- Do you know the difference between "claims made" and "occurrence" based insurance policies?

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The first part of each teleconference is devoted to Committee business, followed by an insurance/surety-related CLE presentation that lasts approximately 45-50 minutes.

If you, or someone you know, might be interested in presenting at an upcoming meeting, please let us know.

Schedule of Upcoming RPPTL Section Meetings

July 27-30, 2017
Executive Council Meeting & Legislative Update
The Breakers
Palm Beach, Florida

October 11-15, 2017
Out-of-State Executive Council Meeting
Fairmont Copley Plaza
Boston, Massachusetts

December 7-10, 2017
Executive Council Meeting
The Ritz-Carlton
Naples, Florida

If you, or someone you know, would like to submit an article for possible inclusion in a future issue of ***Insurance Matters!***, please contact me at spence@carltonfields.com.

We Need You!

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