



Insurance Requirements

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) **Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.**
 - a) **If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.**
 - b) **CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.**
 - c) **General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 20 10 (10 93) AND CG 20 37 (10 01) or CG 20 33 (10 01) AND CG 20 37 (10 01) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.**
 - d) **Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.**

- 2) **Automobile Liability**
 - a) **Business Auto Liability with limits of at least \$1,000,000 each accident.**
 - b) **Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.**
 - c) **General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.**

- 3) **Commercial Umbrella**
 - a) **Umbrella limits must be at least \$2,000,000.**
 - b) **Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.**

- 4) **Workers Compensation and Employers Liability**
 - a) **Employers Liability Insurance limits of at least \$500,000 each accident, \$500,000 for bodily injury by accident, and \$500,000 each employee for injury by disease.**
 - b) **Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.**
 - c) **Where applicable, the Maritime Coverage Endorsement shall be attached to the policy**

Waiver of Subrogation

Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above. Subcontractor's Workers Compensation policy has WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT with Contractor, Owner and Architect listed on SCHEDULE.

Copy of Additional Insured Endorsement

Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy. These certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.

LAW TO APPLY

This Agreement and all Contracts hereunder shall be governed and interpreted under the laws of the State of South Carolina, and venue shall be maintainable in Florence County.