

# H W Davis Construction, Inc. - Insurance Requirements

1. The Subcontractor shall purchase and maintain the following minimum insurance coverage and limits set forth below and as required by the contract documents, to protect himself, Contractor, Architect and Owner from claims which may arise out of or result from operations of the contract, Contractor or any Subcontractor, whether such claims arise during the contract performance or subsequent to completion of the contract. Insurance shall be purchased from a company licensed to do business in the State where operations are required by the contract and subject to approval by Contractor. **Subcontractor liability insurance shall be primary and noncontributory as to any coverage maintained by Contractor**

**A. Worker's Compensation and Employer's Liability**

1. Workers Compensation - Statutory Limit
2. Employers Liability - \$1,000,000 each accident  
\$1,000,000 each disease  
\$1,000,000 each employee / Person

Waiver of Subrogation Endorsement: Contractor, Owner, Architect, Other Subcontractors and other indemnities as listed in item 4 below including consultants, agents and employees of any of them.

**B. Commercial General Liability Limits**

- |                                    |                        |                    |             |
|------------------------------------|------------------------|--------------------|-------------|
| 1. Each Occurrence                 | \$1,000,000            | 4. Each Occurrence | \$1,000,000 |
| 2. General Aggregate per Project   | \$2,000,000            | 5. Fire Damage     | \$50,000    |
| 3. Products / Completed Operations | \$2,000,000 or current | 6. Medical Expense | \$5,000     |
| 4. Personal and Advertising Injury | \$1,000,000            |                    |             |
| 5. Fire Damage                     | \$100,000              |                    |             |
| 6. Medical Payments                | \$5,000                |                    |             |

Coverage: CGL Occurrence Form	Advertising Injury	Per Project Aggregate	Broad Form Property Damage
Premises and Operations	X, C, U Hazards	Products / Completed Operations	Contractual Liability

Additional Insured Endorsement: Contractor, Owner, Architect, other indemnities as listed in item 4 below including consultants, agents and employees of any of them.

Waiver of Subrogation Endorsement: Contractor, Owner, Architect, other Subcontractors and other indemnities as listed in item 4 below including consultants, agents and employees of any of them.

**C. Comprehensive Automobile Insurance**

1. Per Occurrence for bodily Injury and / or Property Insurance - \$1,000,000 minimum coverage
- Coverage: Owned Vehicles, Protection against Uninsured Motorists, Hired and non-owned Liability, Contractual Liability

Additional Insured Endorsement: Contractor, Owner, Architect, other indemnities as listed in item 4 below including consultants, agents and employees of any of them.

Waiver of Subrogation Endorsement: Contractor, Owner, Architect, other Subcontractors and other indemnities as listed in item 4 below including consultants, agents and employees of any of them.

**D. Umbrella Liability**

\$2,000,000 Umbrella over Employers Liability, Commercial General Liability and Comprehensive Auto mobility Insurance

Coverage: Follow-Form Primary and non-contributory for all coverage

Additional Insured Endorsement: Contractor, Owner, Architect, other indemnities as listed in item 4 below including consultants, agents and employees of any of them.

Waiver of Subrogation Endorsement: Contractor, Owner, Architect, other Subcontractors and other indemnities as listed in item 4 below including consultants, agents and employees of any of them.

2. Certificates of Insurance shall be furnished to Contractor prior to commencement of the work. Approval of the insurance by the Contractor shall not relieve or decrease the liability of the Subcontractor. All Certificates of Insurance shall include a Cancellation and Non-Renewal Endorsement with a minimum of 30 days notice using IL.70350608 or its equivalent. In the event carrier refuses to furnish such endorsement, Subcontractor shall be required to furnish new insurance certificate(s) each month due on the monthly billings are due regardless of whether Subcontractor is submitting a billing or not.
3. The Subcontractor hereby waives subrogation against the Owner, Contractor, Architect, other Subcontractors and other indemnitees as listed in item #4 below, including consultants, agents, and employees of any of them, for claims, damages, losses and expenses arising out of or resulting from the performance of the Work provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death or the injury to or destruction of tangible property, and for damages caused by fire and other perils to the extent covered by property insurance obtained hereunder, except such rights as they have to proceeds of such insurances. Subcontractor shall require a similar waiver by its sub-subcontractors.
4. Additional indemnitees to be added as additional insureds under the Subcontractor's General Liability, Auto Liability and Umbrella Liability policies. General Liability and Umbrella Liability should include Additional Insured endorsements CG20331001 and CG20370704 or their equivalents to provide both ongoing and complete operations coverage.