

TO: \_\_\_\_\_

**ATTACHMENT TO SUBCONTRACT  
MINIMUM INSURANCE REQUIREMENTS**

**SUBCONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Commercial General Liability (CGL)**

- a) Limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
- b) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- c) CGL coverage shall be written on ISO Occurrence form CG 00 01 10 01 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and "x", "c" and "u" coverage if the Subcontractor's work involves such hazards.
- d) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insured on the CGL, using ISO Additional Insured Endorsements CG 20 33 10 01 and CG 20 37 10 01 or an endorsement providing equivalent coverage to the additional insured. Additional insured endorsements, whether specific, blanket or contained within the insurance carrier's coverage form must not exclude liability of an additional insured arising from the products-completed operations of the Subcontractor nor cease to provide coverage for an additional insured when the subcontractor's operations for John S. Clark Company, Inc. have been completed. If such a form is used it must be accompanied by Additional Insured Endorsement CG 20 37 10 01 or an equivalent form specifically providing products-completed operations coverage to the additional insured parties. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- e) Subcontractor shall maintain CGL coverage for itself and all additional insured 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.

**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 insured on the auto policy.

**Commercial Umbrella**

- a) Umbrella Liability Insurance with limits of liability of \$\_\_\_\_\_ per occurrence and \$\_\_\_\_\_ Aggregate shall be provided.
- b) Umbrella Liability Insurance may be used to satisfy the required limits of liability under CGL, Automobile Liability and Employers Liability sections of these requirements.
- c) Umbrella Liability shall be shown to be at least as broad as the primary underlying policies.
- d) Umbrella coverage must include as insured all entities that are additional insured on the CGL.
- e) Umbrella coverage for such additional insured shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverage's maintained by the Subcontractor.

**Workers Compensation and Employers Liability**

- a) Coverage B (Employers Liability Insurance) limits of at least \$500,000 each accident, \$500,000 each employee for injury by disease and \$500,000 policy limit for disease, and statutory Coverage A benefits for the state in which the project is located.
- 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.

**Cancellation**- Each policy listed above and issued in the name of the subcontractor shall include an endorsement stating that the policy will not be cancelled until at least 30 days' prior notice has been given to John S. Clark Company.

**Certificates of insurance** acceptable to John S. Clark Company shall be filed with John S. Clark Company prior to the commencement of the Subcontractor's work. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's CGL, Automobile and Umbrella Liability policies. All insurance carriers of the Subcontractor shall be rated "A" or better by A. M. Best Reports or approved by Contractor.

**NOTICE TO SUBCONTRACTOR**

Please fax this page to your Insurance Agent and ask that they forward a certificate and the policy endorsement to Clark as soon as possible. Send certificate and any questions to:

Ms. Christy Matthis  
John S. Clark Company, Inc.  
P O Box 1468  
Mount Airy, NC 27030

Tel: 336-789-1000  
Fax: 336-789-7609  
E-mail: [christym@jsclark.com](mailto:christym@jsclark.com)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

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

**2. Exclusions**

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

b. "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 site 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 10 01**

**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**

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Name of Person or Organization: **John S. Clark Company, Inc.**

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Location And Description of Completed Operations: **(name of project)**

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Additional Premium:

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(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"

CG 20 37 10 01

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