

**ASHLAND CONSTRUCTION COMPANY**  
**ADDENDUM NO. 3 – MINIMUM INSURANCE REQUIREMENTS**

Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability, provided through insurers with an A.M. Best Financial Strength Rating of no less than “A-”:

- 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 the current ISO Occurrence form 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, and shall provide contractual liability coverage.
  - c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as additional insureds on the CGL, using current ISO Additional Insured Endorsements 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 the length of the applicable statute of repose in the state where the Project is located after completion of the Work.
  - e) If the Subcontractor’s work includes exposures to Environmental (Pollution) Liability, Professional Liability or other unique coverages (such as EIFS), Subcontractor’s insurance shall provide coverage for these risks in at least the limits set forth above.
- 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 additional 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 and must follow form.
- 4) **Workers Compensation and Employers Liability**
  - a) Workers Compensation coverage as required by the laws of the state in which the Project is located.
  - b) 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.
  - c) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
  - d) 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 general liability, umbrella liability, automobile liability and workers compensation/employer’s liability insurance maintained by Subcontractor per requirements and limits stated above. Subcontractor will provide satisfactory proof to Contractor in writing evidencing that Waiver of Subrogation in favor of Contractor, Owner and Architect and their agents, officers, directors and employees (listed on SCHEDULE) is provided with respects to the Subcontractor’s General Liability, Umbrella Liability, Automobile Liability and Workers Compensation/Employers Liability insurance coverage’s. Such proof should be provided to the Contractor prior to the start of any work by Subcontractor.

**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 without at least 30 days prior notice to General Contractor.

**Certificates of Insurance** acceptable to General Contractor shall be filed with General Contractor prior to the commencement of Subcontractor’s Work as a condition for payment. Forms identified in 1c above shall be attached to the Certificate of Insurance.

**Subcontractor’s subcontracts:** It is Subcontractor’s responsibility that all its subcontractors and other remote tier subcontractors are insured using the Minimum Insurance Requirements of this Addendum 3.

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**Notice to Subcontractor:** Please contact your insurance agent and ask that a certificate and policy endorsement be forwarded to General Contractor at the address below as soon as possible and not later than 1 week prior to the date work is scheduled to commence.

*REVISED: January 10, 2024*