

POE CONSTRUCTION, INC.
P.O. Box 1838
Auburn, Washington 98071-1838
Phone: (253) 833-2400
Fax: (253) 939-4805

SUBCONTRACT

«Phase»S

THIS AGREEMENT made and entered into by and between POE CONSTRUCTION, INC. hereinafter called the CONTRACTOR, and «FirmName»
«FirmAddress»
«FirmCity», «FirmState» «FirmZip»
Phone: «FirmPhone»
Fax: «FirmFax»

hereinafter called the SUBCONTRACTOR, WITNESSETH:

The CONTRACTOR, for the full, complete and faithful performance of this SUBCONTRACT, agrees to pay the SUBCONTRACTOR:

- (a) Lump Sum in the sum of «Totalsubcontract» («TotalSubcontract»), or
- (b) Unit Prices as set forth below which on the basis of estimated quantities will involve a gross contract price of approximately **UnitWrittenAmt** Dollars (\$ **UnitDollarAmt**).

In consideration therefor, the SUBCONTRACTOR agrees as follows:

1. **PROJECT INFORMATION**

To furnish and perform all work as described in SCOPE OF WORK for the construction of:

«ProjectDescription»- Job No. «Project»
«JobAddress»
«JobCity», «JobState» «JobZip»

for: «Owner»
«CustomerAddress»
«CustomerCity», «CustomerState» «CustomerZip»

hereinafter called OWNER, in accordance with the Contract, dated , between the OWNER and the CONTRACTOR, and the general and special conditions of said Contract, and in accordance with the drawings and specifications and addenda for said construction by:

«ArchEngName»
«MailAddress»
«MailCity», «MailState» «MailZip»

ENGINEERS OR ARCHITECTS, all of which documents in their ENTIRETY are hereinafter referred to as the MAIN CONTRACT and which have been made and remain available to the SUBCONTRACTOR.

2. **MAIN CONTRACT PROVISIONS** (Available upon request)

To be bound by all laws, government regulations, and orders, and all provisions of the MAIN CONTRACT which provisions are incorporated by reference and to be bound by the provisions on attached Exhibit A.

3. **CONTRACT DOCUMENTS**

To be bound by all provisions of the following contract documents as related to SCOPE OF WORK described in Paragraph 4 (List plan sheets, specifications, addenda, etc.): XXXXXXXX

4. **SCOPE OF WORK:**

5. **SAFETY REQUIREMENTS:**

- a. All subcontractors performing work on Poe Construction jobsites shall submit, **prior to beginning work**, a written site specific Accident Prevention Program in accordance with WAC 296-155-110, 296-24-040 and 296-24-045.
 - (1) Included in the above Accident Prevention Program, all subcontractors whose on-site work force will be exposed to a fall of 10 feet or more in height from the worker's support level to the level where a fall would stop, shall submit, **prior to beginning work**, "Site Specific" Safety and Fall Protection Plans per WAC 296-155-24505. All subcontractor personnel shall be properly trained and shall sign said plan acknowledging training of same.
 - (2) Included in (a) above will be a site specific trench/excavation plan for earthwork and utility subcontractors. Excavation, trenching, and shoring standards, WAC 296-155-650 through 296-155-664 shall be strictly adhered to.
 - (3) No payments shall be made until all safety plans are submitted and accepted by Poe superintendent.
- b. Subcontractor will be responsible for paying fines levied against Poe Construction if Poe Construction is cited as a direct result of this subcontractor's negligence or if Poe Construction is fined as an "add-on" citation after the subcontractor has been cited.
- c. Subcontractors working on Poe Construction jobsites shall conduct a weekly safety meeting or attend Poe Construction's weekly safety meeting. Subcontractor shall submit safety meeting minutes to Poe superintendent. Minutes to include topics discussed, topic for next meeting, attendance with employee signatures, and time, date and place of meeting.
- d. **It is the subcontractor's responsibility to have a competent lead person or foreman on the jobsite at all times when there is work being performed by your forces. Said lead person shall speak fluent English and shall be responsible for all day-to-day coordination and jobsite safety.**
- e. Poe Construction's hardhat policy requires all tradesmen and visitors to wear hardhats on all projects from start to finish. All subcontractors working on Poe projects are required to equip all personnel with hardhats, appropriate work shoes, and other personal protective equipment necessary to perform their duties safely.

6. **BILLING PROCEDURES:**

- a. In accordance with Washington State Law, your suppliers may send to the owner a supplier's "Notice of Material Delivered" on your account for this project. If this occurs, you will be required to obtain a FINAL lien release from the supplier before your monthly progress billing will be approved. If the supplier will not sign a FINAL lien release, a CONDITIONAL lien release must be submitted in the amount of purchases for the month of the progress billing and a dual payee check will be issued. **ONLY** Poe Construction, Inc. lien release forms are acceptable. This procedure will be in effect for each month's progress billing.
- b. Subcontractor shall submit a complete list of suppliers and lower tier subcontractors with this subcontract as relates to this project. Please use enclosed Verification of Material Suppliers and/or 2nd Tier Subcontractors form.
- c. Please note the accounting breakdown on the Subcontract as to job number and amount on multiple building/phase jobs. **The progress billings must account the breakdown in the same manner as the subcontract (attach detailed breakdown if necessary).** Billings received which are not broken down will be returned unpaid for correction and resubmission.
- d. **ENCLOSED ARE POE CONSTRUCTION INVOICE AND LIEN RELEASE FORMS FOR YOUR USE. ALL PROGRESS BILLINGS MUST BE SUBMITTED ON THESE FORMS, FILLED OUT COMPLETELY, SIGNED AND NOTARIZED WITH NECESSARY BREAKDOWN DETAIL ATTACHED. BILLINGS RECEIVED ANY OTHER WAY WILL BE RETURNED UNPAID.**

PROVISIONS TO SUBCONTRACT - EXHIBIT A - «ProjectDescription», Job No. - «Project»

(A) OBLIGATIONS AND RESPONSIBILITIES

It is agreed that the SUBCONTRACTOR will assume toward the CONTRACTOR all obligations and responsibilities which the CONTRACTOR has assumed toward the OWNER under the MAIN CONTRACT, to the extent of the work herein subcontracted, and shall be entitled to all privileges and protection granted the CONTRACTOR by the OWNER, under the MAIN CONTRACT. In case of conflict between the terms of the obligation and the responsibilities of the parties of this SUBCONTRACT and the MAIN CONTRACT, this SUBCONTRACT shall control. The SUBCONTRACTOR agrees not to assign or subcontract a substantial portion of the performance of this SUBCONTRACT without the prior written consent of the CONTRACTOR. SUBCONTRACTOR shall designate in writing all lower tier subcontractors to CONTRACTOR and shall not subsequently change such lower tier subcontractors without CONTRACTOR'S approval. Any lower tier subcontractor who has received approval from the CONTRACTOR must comply with the same terms of this SUBCONTRACT and must provide the CONTRACTOR a Certificate of Insurance evidencing limits as set forth by the CONTRACTOR and name CONTRACTOR as "additional insured". CONTRACTOR shall furnish to SUBCONTRACTOR, upon SUBCONTRACTOR request, the legal description of the premises covered by the MAIN CONTRACT.

(B) DRAWINGS

SUBCONTRACTOR agrees to furnish shop drawings, submittal data, sample materials and other specified items, in the quantity required in the contract documents, for approval by OWNER or OWNER'S agent so as not to delay progress of the work.

(C) SCHEDULING

CONTRACTOR shall give to SUBCONTRACTOR advanced notice of anticipated starting date for SUBCONTRACTOR work. CONTRACTOR shall consult with SUBCONTRACTOR on development and update of a construction schedule at SUBCONTRACTOR'S request and shall make such schedule available to SUBCONTRACTOR at SUBCONTRACTOR'S request. SUBCONTRACTOR shall start work on the date named by the CONTRACTOR, and shall complete the several portions and the whole of the work herein sublet, at such times as will enable the CONTRACTOR to fully comply with the MAIN CONTRACT. SUBCONTRACTOR shall cooperate with the CONTRACTOR and other SUBCONTRACTORS. The SUBCONTRACTOR will be bound by any provisions in the MAIN CONTRACT for liquidated damages, and shall pay such damages and/or acceleration costs for any delay to the extent caused by the SUBCONTRACTOR.

(D) PAYMENTS

SUBCONTRACTOR shall submit to the CONTRACTOR applications for payment at such reasonable times as to enable the CONTRACTOR to timely apply for and obtain payment from the OWNER. Unless otherwise mutually agreed, CONTRACTOR shall withhold retainage from the SUBCONTRACTOR in the amount of 10% or as required by law. The CONTRACTOR'S obligation to release retention to the SUBCONTRACTOR shall be subject to proof that there are no unpaid claims which would provide the basis of a lien against the premises, retention of payment bond, or subject to (1) withholding of sufficient funds, or (2) furnishing an adequate and sufficient payment and performance bond. SUBCONTRACTOR shall be paid for work to date of CONTRACTOR'S last progress billing date, as approved by the ARCHITECT or ENGINEER, within ten days after CONTRACTOR has received his payment for such progress billing. Final payment for work under this SUBCONTRACT shall be made within ten days after the CONTRACTOR has received his final or complete payment. If the contract between OWNER and CONTRACTOR permits payment for materials delivered to the job site, or to satisfactory storage facilities, SUBCONTRACTOR may invoice for materials so delivered and receive payment therefor as outlined above; PROVIDED HOWEVER, that such stored materials shall be at the risk of the SUBCONTRACTOR until acceptance of the SUBCONTRACT work. SUBCONTRACTOR shall notify the CONTRACTOR of the assignment of the proceeds of this SUBCONTRACT prior to such assignment and shall require the acceptance by Assignee of the terms of this SUBCONTRACT including the obligation for adjustments and return to CONTRACTOR of overpayments. The SUBCONTRACTOR acknowledges that all payments accepted by him or which are otherwise due under this SUBCONTRACT shall constitute a trust fund in favor of the laborers, materialmen, governmental authorities and all others who are legally entitled to claim a lien on the premises covered by this SUBCONTRACT or otherwise file a claim against any retained percentages or payment bond. SUBCONTRACTOR agrees that no assignment of any payment otherwise due under this SUBCONTRACT shall be made without first securing the express approval of any assignee to the limitations contained in this subparagraph. Progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment, or CONTRACTOR'S good faith determination that the remaining balance of payments may be insufficient to insure completion of work covered by this SUBCONTRACT in accordance with its terms or to pay lien, retention, or bond claims. If the CONTRACTOR determines in good faith that the SUBCONTRACTOR is obligated to the CONTRACTOR or anyone else for labor, fringes, taxes, supplies, materials, equipment, rental or other proper charges against the work covered by this SUBCONTRACT Agreement, the amount of such obligation may be deducted by the CONTRACTOR from any payment or payments made under this provision. PROVIDED FURTHER that the CONTRACTOR may from time to time require and SUBCONTRACTOR shall promptly provide a statement in writing setting forth what amounts, if any are due or payable by SUBCONTRACTOR to third parties for labor, fringes, taxes, materials, equipment or supplies in connection with, or arising out of the performance of the SUBCONTRACT, and the CONTRACTOR may withhold from any payment, partial or final, otherwise due under this SUBCONTRACT, such sums as the CONTRACTOR reasonably may determine are necessary to secure and protect the CONTRACTOR and the OWNER from claims or liens that may be asserted by said third parties.

(E) CHANGE ORDERS

The CONTRACTOR may, without invalidating this SUBCONTRACT, order in writing, extra work or make changes by altering, adding to, or deducting from the work and the SUBCONTRACT price shall be adjusted as agreed. All such work shall be executed under the conditions hereof and of the MAIN CONTRACT, except that any claims for extension of time caused thereby must be agreed upon at the time of ordering such change. The SUBCONTRACTOR shall make no claims for extras unless the same shall be agreed upon in writing by the CONTRACTOR prior to the performance of any such extra work. In case of any disputes over the adjustment of the cost, SUBCONTRACTOR shall proceed with the work and the dispute shall be resolved in accordance with the procedures set forth in the MAIN CONTRACT to the extent that the CONTRACTOR is bound by such procedures, otherwise by arbitration as set forth in paragraph (T). Total subcontract change order overhead and profit shall not exceed 25%.

(F) NATURE OF WORK

SUBCONTRACTOR has satisfied himself as to the nature and location of the work, the character, quantity and kind of material to be encountered, the character, kind and quality of the equipment needed during the prosecution of the work, the location, conditions and other matters which can in any manner affect the work under this SUBCONTRACT Agreement, and acknowledges that SUBCONTRACTOR has had a reasonable opportunity to examine the site, all of the MAIN CONTRACT documents and SUBCONTRACTOR'S proposal sufficient to so satisfy himself.

(G) SUBCONTRACTOR EMPLOYER

SUBCONTRACTOR has the status of an employer as defined by the Industrial Insurance, Workmen's Compensation and Unemployment Compensation Act, Social Security, and other similar acts of the federal, state and local government. SUBCONTRACTOR will withhold from its payroll the applicable Social Security taxes, Workmen's Compensation, Unemployment Compensation contributions and withholding taxes, and pay the same and the CONTRACTOR shall in no way be liable as an employer to or on account of any of the employees of the SUBCONTRACTOR. Before final payment is made upon this SUBCONTRACT, SUBCONTRACTOR shall furnish satisfactory evidence to the CONTRACTOR that he has conformed to said laws, rules and regulations. The SUBCONTRACTOR hereby agrees to indemnify the CONTRACTOR for any and all liability under such laws arising from the work performed under this SUBCONTRACT Agreement.

(H) PERMITS, TAXES

The SUBCONTRACTOR shall secure and pay for all permits, fees and licenses necessary for the performance of the SUBCONTRACT and shall pay any and all federal, state and municipal taxes, including sales taxes, if any, for which the SUBCONTRACTOR may be liable in carrying out this SUBCONTRACT.

(I) MATERIALS

Materials delivered by or for the SUBCONTRACTOR and intended to be incorporated into the construction hereunder shall remain on the job site and shall become property of the OWNER upon payment; but the SUBCONTRACTOR may repossess himself of any surplus remaining at the completion of the contract. All scaffolding, apparatus, ways, works, machinery and plant brought upon the premises by the SUBCONTRACTOR, shall remain his property; but in case of inability to perform, and the completion of the work is done by the CONTRACTOR, the CONTRACTOR shall be entitled to use the said scaffolding, apparatus, ways, works, machinery and plant without cost or liability for depreciation or damage by use and without prejudice to CONTRACTOR'S other rights or remedies for any damage or loss sustained by reason of said inability. It shall be the SUBCONTRACTOR'S responsibility to unload, store and protect his materials and the SUBCONTRACTOR shall bear the risk of loss thereof, and shall protect such material against loss until actually incorporated into the work and the work accepted, even though title thereto may previously have passed to the OWNER under the preceding provisions, except that SUBCONTRACTOR shall not bear any such loss as may be due to the sole negligence of the CONTRACTOR.

(J) TAKEOVER

SUBCONTRACTOR shall commence and at all times carry on, perform, and complete this SUBCONTRACT to the full and complete satisfaction of the CONTRACTOR and of the ARCHITECT/ENGINEER or OWNER. It is specifically understood and agreed that in the event that the CONTRACTOR shall at any time be of the good faith opinion, after consultation with the SUBCONTRACTOR that the SUBCONTRACTOR is not proceeding with diligence and in such a manner as to satisfactorily complete the work within the required time, or if the SUBCONTRACTOR shall fail to correct, replace or reexecute faulty or defective work done or materials furnished under this SUBCONTRACT as required by the CONTRACTOR, then and in that event the CONTRACTOR shall have the right after a seventy-two (72) hour

notice confirmed in writing to take over the work, or any portion thereof, and to complete the same at the cost and expense of the SUBCONTRACTOR, without prejudice to the CONTRACTOR'S other rights or remedies for any loss or damage sustained. In the event of an emergency involving risk of loss or injury to person or property, arising prior to an actual takeover, CONTRACTOR may take appropriate action to mitigate such emergency and may charge SUBCONTRACTOR for all costs incurred in such mitigation. Previous demands made on SUBCONTRACTOR not followed by a takeover shall not be deemed a waiver of CONTRACTOR'S right to do so.

(K) UNIT PRICE

In the event the contract contains unit price items it is understood and agreed that any quantities mentioned are approximate only and subject to change as required by the MAIN CONTRACT and as ordered and directed by the CONTRACTOR.

(L) MATERIAL QUALITY

Materials condemned by the CONTRACTOR, ARCHITECT/ENGINEER or OWNER as failing to conform to the MAIN CONTRACT, worked or not, shall upon notice from the CONTRACTOR, be immediately removed by the SUBCONTRACTOR. Failure of the CONTRACTOR to immediately condemn any work or materials as installed shall not in any way waive the CONTRACTOR'S right to object thereto at any subsequent time.

(M) JOB DAMAGE

Job damage caused by SUBCONTRACTOR on work other than his own shall be reported immediately to CONTRACTOR, and SUBCONTRACTOR shall be responsible for its repair. Job damage caused by CONTRACTOR on work of SUBCONTRACTOR shall be reported immediately to the SUBCONTRACTOR and CONTRACTOR shall be responsible for its repair.

(N) HOUSEKEEPING

SUBCONTRACTOR shall regularly and promptly remove all refuse, waste and debris produced by his operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the work site. Compliance with all safety requirements of "Good Housekeeping" is an essential part of SUBCONTRACTOR'S obligation. In the event of SUBCONTRACTOR'S failure after notification or refusal to meet these requirements, refuse removal may be done by CONTRACTOR and charged against the account of the SUBCONTRACTOR.

(O) WORKMEN'S COMPENSATION

SUBCONTRACTOR shall furnish to CONTRACTOR evidence that he has in force Workmen's Compensation Insurance including Employer's Liability, as may be required by the jurisdiction or jurisdictions in which the work is being performed. Where applicable, this shall include United States Longshoremen's and Harbor Workers Act Insurance including Coverage B - Employer's Liability (Maritime) with limits not less than the Bodily Injury limits required by the General Conditions of the Specifications but in no event less than \$500,000. Such evidence of insurance may be in the form of an Insurance Certificate issued by an insurer satisfactory to the CONTRACTOR and shall provide for not less than 10 days notice to CONTRACTOR of cancellation or reduction of coverage. In the event SUBCONTRACTOR fails to maintain any insurance required by this SUBCONTRACT in force during the entire life of the SUBCONTRACT, CONTRACTOR may at his option purchase such insurance in the name of SUBCONTRACTOR and deduct the cost of same from payments due SUBCONTRACTOR.

(P) INSURANCE

SUBCONTRACTOR shall obtain and keep in force during the term of the contract public liability and property damage insurance with coverage equal to, or greater than, the minimum specified in the MAIN CONTRACT. The SUBCONTRACTOR shall furnish to the CONTRACTOR evidence of this insurance as in the same form as described in Paragraph (P). Such insurance shall indicate that it includes contractual liability coverage applicable to the indemnity provisions of this SUBCONTRACT. The SUBCONTRACTOR shall give CONTRACTOR fifteen (15) days notice of any cancellation. SUBCONTRACTOR shall name CONTRACTOR as "additional insured".

(Q) SUB-TIER CONTRACTORS

Any SUB-TIER CONTRACTOR shall be bound to the SUBCONTRACTOR the same as the SUBCONTRACTOR is bound to the CONTRACTOR and the same as the CONTRACTOR is bound to the OWNER. This form may be used for SUB-TIER CONTRACTS and when so used, the term CONTRACTOR shall mean SUBCONTRACTOR and the term SUBCONTRACTOR shall mean SUB-TIER CONTRACTOR.

(R) MODIFICATIONS

No modification of this agreement and no waiver of any rights under this agreement shall be valid or binding on the parties unless the same be in writing. Failure of the CONTRACTOR to insist upon strict performance of the SUBCONTRACT, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

(S) ARBITRATION

If and to the extent that arbitration is provided for under the MAIN CONTRACT, CONTRACTOR and SUBCONTRACTOR agree that any controversy or claim affecting only CONTRACTOR and SUBCONTRACTOR and arising out of or relating to this SUBCONTRACT or the breach thereof, shall be decided in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon any award may be entered in any court having jurisdiction thereof.

(T) HAZARDOUS WASTE

Subcontractor shall not at any time discharge or place any hazardous substances in, on, over or through the property on which the project is located. For purposes of this provision, the term "hazardous substances" shall mean any hazardous, toxic or dangerous substance, waste or material which is currently listed and regulated under any federal, state or local law relating to environmental protection, contamination or clean-up. Subcontractor hereby agrees to indemnify against any and all liability, injury, claim, damage, loss, cost or expense (including attorneys' fees) incurred as a result of a breach of any obligation of subcontractor.

(U) BORROWED EQUIPMENT/MACHINERY

SUBCONTRACTOR assumes complete responsibility for all equipment borrowed from CONTRACTOR and agrees to man such equipment with duly qualified and trained employees to ensure the safe operation and compliance with manufacturer's recommendations for use of said equipment. SUBCONTRACTOR agrees to keep the equipment in good condition and to maintain insurance sufficient to replace equipment in the event of a loss.

(V) INDEMNITY

Subcontractor agrees to defend, indemnify, and hold harmless CONTRACTOR and OWNER and their respective employees, agents, licensees and representatives, from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with work performed or to be performed pursuant to this SUBCONTRACT by SUBCONTRACTOR, its agents, employees, and subcontractors and suppliers of any tier, even though such claims or demands may prove to be false, groundless, or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

SUBCONTRACTOR'S duty to indemnify CONTRACTOR for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) CONTRACTOR, its agents, or employees, and (b) SUBCONTRACTOR, its agents, employees, and lower-tier subcontractors and suppliers of any tier shall apply only to the extent of negligence of SUBCONTRACTOR, its agents, employees, and lower-tier subcontractors and suppliers of any tier.

SUBCONTRACTOR specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation shall not be limited to any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation, disability benefits, or other employee benefit acts; provided this waiver extends only to claims against SUBCONTRACTOR by CONTRACTOR, and does not include, or extend to any claims by SUBCONTRACTOR'S employees directly against SUBCONTRACTOR.

Defense cost recovery shall include all actual attorneys and expert fees, and actual costs and expenses. In addition, CONTRACTOR and OWNER shall be entitled to recover compensation for all its in-house expenses (including material and labor) consumed in its defense.

The undersigned accepts the provisions of this Exhibit and certifies the indemnification provision (V) was mutually negotiated.

ACCEPTED: «FirmName»

BY: _____ DATE: _____

(print or type name & title)

Poe Construction, Inc.

BY: _____ DATE: _____

(print or type name & title)

SPECIAL CONDITIONS TO SUBCONTRACT – EXHIBIT B - «ProjectDescription», Job No. «Project»

The following subcontract Special Conditions shall supplement and, where applicable, take precedence over the Main Contract Provisions and the Subcontract General Provisions. However, nothing in these Subcontract Special Conditions shall act to waive the provisions and requirements of Paragraph 2 of the Subcontract Agreement, insofar as they are otherwise applicable to the Subcontract.

1) Insurance

a) Subcontractor's Liability Insurance

- i) Subcontractor shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Subcontractor's operations under this agreement whether such operations be by itself or by any sub-Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - (1) Claims under Workers' Compensation, Disability Benefit and other similar employee benefit acts which are applicable to the work to be performed.
 - (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees under any applicable employer's liability law.
 - (3) Claims for damages because of bodily injury or death of any person other than its employees.
 - (4) Claims for damages insured by usual personal injury liability coverage.
 - (5) Claims for damages because of injury to or destruction of tangible property. Including loss of use therefrom.
 - (6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- ii) Coverage Forms.
 - (1) Subcontractor's General Liability insurance shall be written on an industry standard Commercial General Liability Occurrence form (CG 00 01) and shall include the following coverage extensions: Stop Gap Liability and per Project Aggregate (CG 25 03).
 - (2) In addition, Contractor and Owner shall be named as additional insureds (forms CG 2010 07/04 and CG2037 07/04 or equivalent) with respect to work performed by or for the Subcontractor on behalf of the Contractor.
 - (3) Subcontractor's General Liability insurance shall be primary as respects Contractor and Owner, and any other insurance maintained by Contractor or Owner shall be excess and not contributing insurance with Subcontractor's insurance, and include a waiver of subrogation in favor of the contractor.
 - (4) Subcontractor shall maintain Completed Operations Liability insurance for a period of thirty-six months following completion of Subcontractor's work.
 - (5) Subcontractor's Auto Liability insurance shall be written on an industry standard Business Auto Liability policy form (CA 00 01) and should include coverage for owned, non-owned, and hired autos, and include a waiver of subrogation in favor of the contractor.
 - (6) Subcontractor's Workers' Compensation insurance shall be written on an industry standard Workers' Compensation and Employer's Liability policy form (WC 00 00 00), where applicable.
 - (7) In the State of Washington, Subcontractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Any subcontractor or sub-Subcontractor or employer qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington shall so certify by a letter signed by a corporate officer setting forth the limits of any policy of excess insurance covering their employees. Subcontractor shall be responsible for confirming compliance of all sub-Subcontractors with this provision.
 - (8) All workers' compensation insurance companies shall have a Bests rating of "A-VI" or better.
- iii) Subcontractor's Liability insurance, as required by subparagraphs 1)a)i) and 1)a)ii) shall be written for not less than the following limits of liability:
 - (1) Workers' Compensation
 - Statutory Bodily Injury by Accident or Disease
 - (2) Employer's Liability
 - \$1,000,000 Bodily Injury by Accident – Each Accident
 - \$1,000,000 Bodily Injury by Disease – Policy Limit
 - \$1,000,000 Bodily Injury by Disease – Each Employee
 - (3) General Liability – Bodily Injury, Personal Injury, and Property Damage
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal Injury
 - \$1,000,000 Each Occurrence
 - Stop Gap Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease – Policy Limit
 - \$1,000,000 Disease - Each Employee
 - (4) Automobile Liability
 - \$1,000,000 Bodily Injury and Property Damage – Per Accident
 - (5) Excess/Umbrella Liability
 - \$2,000,000 Each Occurrence
- iv) **All electrical, plumbing, mechanical, fire alarm, fire sprinkler subcontractors providing design/build services shall carry and maintain professional liability insurance for the activities and services provided by Contractor, Subcontractors, and sub-subcontractors, as applicable, with limits not less than \$1,000,000 per claim and \$2,000,000 aggregate, which professional liability insurance shall be maintained continuously starting on or before commencement of the work and continuing for a period of three years after the date of final payment.**
- v) Certificates of Insurance evidencing the above coverages shall be filed with Contractor within (5) working days of award of Subcontract and prior to commencement of the work. Such certificates shall show that Contractor and Owner have been named as additional insureds on the General Liability policy, Automobile Liability policy (and Excess Liability policy, if any), and that such policies provide primary and non-contributory coverage with respect to Contractor and Owner. In addition, such certificates shall provide Contractor with 45 days' notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

b) Property Insurance

- i) Contractor shall have the obligation to provide, or cause Owner to provide, only Fire and Extended Coverage insurance or Builder's Risk insurance that is specifically required by the Main Contract with Owner and will be responsible to Subcontractor only to the extent that any claims for loss or damage that subcontractor may make is reimbursable to Contractor by such insurance.
 - ii) Subcontractor shall provide insurance against any and all other losses that may occur to the work, tools, equipment, facilities, and stored materials, including stored materials for which it has been paid, and shall make its own provision for reimbursement of such deductible amounts as may be applicable to Contractor or Owner's insurance.
 - iii) Coverage Forms
Subcontractor's Equipment insurance shall provide coverage for physical damage to Subcontractor's owned, leased, rented, or borrowed equipment used on the job site, including continuing rental charges. Subcontractor shall waive all rights against Contractor and Owner for damages covered by such insurance.
 - iv) All Property insurance companies shall have a Best's rating of "A-VII" or better.
 - v) Certificates of Insurance evidencing the above coverage shall be filed with contractor within (5) working days of award of Subcontract and prior to commencement of the work. Such certificates shall indicate that a waiver of subrogation provision in favor of contractor and Owner is included in Subcontractor's equipment insurance policy.
- c) Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

ACCEPTED: «FirmName»

BY: _____ DATE: _____

(print or type name & title)