



Contact: «Contact»  
Phone: «Phone»

Job Number: [REDACTED]  
Cost Code: «AcctCode»

## STANDARD SUBCONTRACT AGREEMENT

THIS SUBCONTRACT, made this \_\_\_\_\_ by and between **Welsh Construction, LLC, 7807 Creekridge Circle, Bloomington, MN 55439**, hereinafter called the Contractor and «Company», «Address1», «Address2» hereinafter called the Subcontractor. [Click here to CHECK INSURANCE and then delete link](#)

WHEREAS, The Contractor has heretofore entered into a contract dated [REDACTED] with [REDACTED], hereinafter called the Owner, to perform certain labor and furnish certain material, at [REDACTED], hereinafter called the Project, pursuant to the Contract Documents enumerated in Article III, and WHEREAS, The Contractor has made available to the Subcontractor all of the referenced documents, and the Subcontractor shall be responsible for obtaining copies pertinent to its work; and  
WHEREAS, The above have been carefully examined by the Subcontractor; NOW THEREFORE

### I. THE SUBCONTRACTOR AGREES AS FOLLOWS:

A. To furnish all labor, material, skill and equipment necessary or required and to perform all the work necessary for:

#### 1) Scope of work

- B. Subcontractor shall arrange and pay for all engineering, licensing, permits, bonds, tests and inspections as required by the local governing authorities for the execution of the Work under this Subcontract. All such related costs have been included in Paragraph “B” of the Standard Subcontract Agreement.
- C. To complete work on a design/build basis. Subcontractor shall purchase and maintain, with a company or companies authorized to do business in the State in which project is located, such insurance as will protect the Contractor from any claims of damages, errors or omissions arising out of the professional services to be performed by the Subcontractor under this Subcontract.
- D. All work shall be designed and constructed in accordance with the following current applicable codes and design standards: plumbing, fire, HVAC, and electrical codes including but not limited to IBC 2000, UL, Minnesota Health Department, NFPA, ASHRAE, Minnesota Energy Code, ANSI, SMACNA, NEMA, NECA, NESC, and IEEE as they apply to the contract scope of work.
- E. Cutting and patching of any surface disturbed during the performance of this scope of work and caused by this subcontractor that is not scheduled for removal or replacement must be restored to its original conditions by this subcontractor.
- F. All penetrations created by this subcontractor shall be sealed with an acoustical sealant at non-rated walls and appropriately rated fire barrier at all rated walls.

### II. THE CONTRACTOR AGREES AS FOLLOWS:

- A. To employ, and does hereby employ the Subcontractor to do the work described in paragraph I.A hereof, subject to the provisions of this Subcontract.
- B. To pay the Subcontractor for the full and prompt performance of this Subcontract, subject to the terms and conditions hereof, the sum of «ContAmt».
- C. A retainage of 5% will be held on monthly payments until entire work is fully complete and accepted by owner.
- D. This Subcontract, together with riders A (Standard Subcontract Agreement Terms & Conditions, October 2004 Edition), B (Standard Subcontract Agreement Insurance, October 2004 Edition), & C (Project Schedule),

(attached hereto by reference or enclosed herewith) and made a part hereof, constitutes the entire understanding of the parties and supersedes any prior quotations, proposals or agreements.

III. THE CONTRACT DOCUMENTS IN EXISTENCE AT THE TIME OF EXECUTION OF THIS AGREEMENT ARE AS FOLLOWS:

- A. The Construction Agreement is the executed Standard Form of Agreements Between Owner and Design/Builder, Part 2 Agreement, AIA Document A191, 1996 Edition, dated \_\_\_\_.
- B. Construction Agreement Riders: A, B, C, D, E, and F, all dated \_\_\_\_.
- C. Plans and Specifications:
  - 1. Plans/Drawings:
    - a) Title Sheet: \_\_ dated \_\_, prepared by \_\_\_\_.
    - b) Demolition Drawings: \_\_ dated \_\_, prepared by \_\_\_\_.
    - c) Civil Drawings: \_\_ dated \_\_, prepared by \_\_\_\_.
    - d) Landscape Drawings: \_\_ dated \_\_, prepared by \_\_\_\_.
    - e) Architectural Drawings: \_\_ dated \_\_, prepared by \_\_\_\_.
    - f) Structural Drawings: \_\_ dated \_\_, prepared by \_\_\_\_.
    - g) Mechanical Drawings: \_\_ dated \_\_, prepared by \_\_\_\_.
    - h) Electrical Drawings: \_\_ dated \_\_, prepared by \_\_\_\_.
  - 2. Specifications dated \_\_, prepared by \_\_\_\_.
- D. Addenda No.: \_\_\_\_ dated \_\_, prepared by \_\_\_\_.
- E. Invitation to Bidders dated \_\_, prepared by Welsh Construction.
- F. Instructions to Bidders dated \_\_, prepared by Welsh Construction.
- G. Geotechnical Exploration Report dated \_\_, prepared by \_\_\_\_.

IV. SCHEDULE

- A. That the work called for in this contract is to be completed promptly when requested by the Contractor so that the work will not be delayed waiting for manpower, material, or equipment and the subcontractor agrees to complete the work covered by this contract at such times and in such manner that the Contractor can complete all of the work included in its contract with the Owner on or before \_\_\_\_\_ and in accordance with the project schedule attached in Rider C.

Both parties to this agreement acknowledge facsimile transmission of documents will be utilized for convenience during the performance of the work. Both parties acknowledge and agree facsimile copies of all documents containing signatures, including this agreement, are valid and binding, and shall be treated as original documents.

IN WITNESS WHEREOF, the Contractor and the Subcontractor have executed this Subcontract the day and year first written above.

«Company»  
SUBCONTRACTOR

**Welsh Construction LLC**  
CONTRACTOR

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title Project Manager

Date \_\_\_\_\_

Date: 11/14/2006

Federal Tax # \_\_\_\_\_

Federal Tax # 13-4083340

State Tax # \_\_\_\_\_

State Tax # 5627440

«AcctCode», «ContAmt»

N:\Welsh Tools\Templates\Standard Subcontract Agreement with Merge Fields.doc



## **Rider A**

### **Standard Subcontract Agreement**

### **Terms & Conditions**

#### **A. THE SUBCONTRACTOR AGREES AS FOLLOWS:**

1. To pay for all materials, skills, labor and equipment used in or in connection with the performance of this Subcontract, when and as bills or claims therefore become due, and to save and protect the Project, the Owner, and Welsh Construction from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to Welsh Construction when and if requested, that it has complied with the above requirements. This provision shall not be construed as a waiver of the right of the Subcontractor to file and enforce a lien claim against the Owner in the event of Welsh Construction's failure to pay the Subcontractor.
2. To begin the work of this Subcontract as soon as the Project is ready for such work or, within three (3) calendar days after being notified in writing by Welsh Construction. To complete the work of this Subcontract as required by job progress or as directed by Welsh Construction.
3. To proceed with the work in any orderly and reasonable sequence directed by Welsh Construction. To abide by Welsh Construction's decision as to the allotment of all storage and working space on the Project.
4. That no extension of time of performance of this Subcontract shall be recognized by Welsh Construction without the written consent of Welsh Construction. If, however, Subcontractor is delayed in the performance or completion of the Subcontract work for reasons beyond its control, then with timely notice the time of the performance or completion of said work shall be extended accordingly, provided the cause of the delay is of a type set forth in the General Contract which justifies an extension of time for completion of the General Contract.
5. To save harmless Welsh Construction and all other subcontractors from any and all losses or damage occasioned by the failure of Subcontractor to carry out the provisions of this Subcontract, unless such failure results from causes beyond the control of the Subcontractor. Loss or damage shall include, without limiting the generality of the foregoing, legal fees and disbursements paid or incurred by Welsh Construction as part of the loss or damage or to enforce the provisions of this paragraph unless such failure results from causes beyond the control of the Subcontractor.
6. To accept responsibility for all damage caused by the Subcontractor, to clean all surfaces soiled by the Subcontractor, and to protect the work performed by the Subcontractor, it being understood that the standards of protection shall not be less than those specified in the General Contract or required by law, and to be responsible for any defective or improper work or material caused by its failure so to do. If any dispute arises between the Subcontractor and another subcontractor as to which is responsible for any item of damage, the dispute shall be submitted to Welsh Construction for decision and its determination as to responsibility.
7. Not to assign or sub-let this Subcontract or any part thereof, and not to assign any money due or to become due hereunder, without first obtaining the written consent of Welsh Construction.
8. To be bound to Welsh Construction by the terms of the General Contract, to conform to and to comply with the provisions of the General Contract, and to assume toward Welsh Construction all the obligations and responsibilities that Welsh Construction assumes in and by the General Contract toward the Owner, insofar as they are applicable to this Subcontract. Where any provision of the General Contract between the Owner and Welsh Construction is inconsistent with any provision of this Subcontract, this Subcontract shall govern.
9. To employ no person whose employment on or in connection with this Subcontract may be objectionable to Welsh Construction and to remove any such person when objected to by Welsh Construction, all upon reasonable grounds.
10. That Welsh Construction or its authorized representative shall have the right to order in writing changes to this Subcontract as made to the General Contract by the Architect and/or Owner, that fair adjustments shall

be made in the Subcontract price for such change; and that no change shall be allowed, or made by the Subcontractor, or paid for by Welsh Construction unless and until authorized by Welsh Construction or its authorized representatives in writing before the change has begun.

11. To give written notice to Welsh Construction of all claims for extras, for extensions of time and for damage for delays or otherwise in accordance with the General Contract, allowing Welsh Construction to give timely notice to the Owner. Timely notice shall mean three (3) working days prior to the expiration of the relevant notice period in the General Contract.
12. To obtain and furnish to Welsh Construction and maintain in effect during the life of this Subcontract, if requested so to do in the space provided below, a surety bond in form and with sureties acceptable to Welsh Construction, in an amount equal to the Subcontract price, conditioned upon and covering the faithful performance of and compliance with all the terms, provisions and conditions of this Subcontract, the premium therefore to be paid by [REDACTED] Bond requested [ ] (Check only if Bond is requested). Unless the General Contract requires it, nothing herein shall give Welsh Construction the right to designate that the Bond be executed by a specific surety as procured from a specific agent.
13. To guarantee the Subcontract to the same extent that Welsh Construction is obligated to guarantee its work under the General Contract, but in any event to guarantee its work against all defects in material or workmanship for a period of one (1) year from the date of acceptance of the Project, or a portion of the Subcontractors' work, by the Owner.
14. That in case the Subcontractor shall fail when and if required by Welsh Construction, to correct, replace and/or re-execute faulty or defective work done and/or materials furnished under this Subcontract, or repeatedly and persistently to complete or proceed with this Subcontract within the schedule agreed to by the parties or the time herein provided for, or make payment when due to subcontractors or suppliers for labor or materials in accordance with the respective agreements between the Subcontractor and its subcontractors and suppliers or to comply with any substantial term of this Subcontract, then Welsh Construction may give the Subcontractor a written notice to cure the Subcontractor's default. If the Subcontractor fails within three (3) working days after receipt of the notice of default to commence and continue satisfactory correction of such default with diligence and promptness, then the Subcontractor shall be in default of this Subcontract and Welsh Construction upon an additional three (3) calendar days notice in writing to the Subcontractor shall have the right to terminate this Subcontract and finish the Subcontractor's work, replace and/or re-execute such faulty or defective work, or materials, either through its own employee or through a contractor or subcontractor of its choice, and to charge the cost thereof to the Subcontractor, together with any liquidated or actual damages caused by a delay in the performance of this Subcontract.
15. That in case of default on the part of the Subcontractor under the terms of this Subcontract, the materials, supplies, tools and construction equipment of the Subcontractor shall be left on the job for the use of Welsh Construction in completing the work covered by this Subcontract.
16. To comply with all Federal and State laws, codes, and regulations and all municipal ordinances and regulations effective where the work under this Subcontract is to be performed, and to pay all costs and expenses connected with such compliance, to pay all fees and taxes, including sales and use taxes, and also pay all taxes imposed by any State or Federal law for any employment insurance, pensions, old age retirement funds or any similar purpose and to furnish all necessary reports and information to the appropriate federal, state and municipal agencies, with respect to all of the foregoing the same as though the Subcontractor was in fact Welsh Construction, and to hold Welsh Construction, each other subcontractor and Owner harmless from any and all losses or damage occasioned by the failure of the Subcontractor to comply with the terms of this paragraph.
17. To pay all royalties and license fees; to defend all suits or claims for infringement of any patent rights involved in the work of the Subcontractor under this Subcontract; and to save Welsh Construction and other subcontractors harmless from loss, cost or expense on account of such use or infringement by the Subcontractor.
18. If any part of the Subcontractor's work depends for proper execution or results upon the work of Welsh Construction, any other subcontractor or any other separate contractor on the Project, the Subcontractor shall inspect and promptly report to Welsh Construction any apparent discrepancies or defects in such work that renders it unsuitable for such proper execution and results. Failure of the Subcontractor to so inspect and report shall constitute an acceptance of the work of Welsh Construction, other subcontractors or other separate contractors as fit and proper to receive its work.

19. The clean up and removal of all debris left on jobsite due to the completion of this Subcontract is the responsibility of the Subcontractor, and will be completed within three (3) working days of written notification by Welsh Construction, after which the clean up will be done by Welsh Construction, with the cost of the cleanup charged to the Subcontractor.

**B. WELSH CONSTRUCTION AGREES AS FOLLOWS:**

1. To include in Welsh Construction's monthly estimate to the Owner, the value of all work, labor and materials of the Subcontractor properly incorporated into the Project, in accordance with the provisions of this Subcontract for which estimates have been furnished by the Subcontractor and approved by Welsh Construction. Upon learning that the amount certified due for the Subcontractor is different from the amount requested by the Subcontractor, Welsh Construction shall immediately so advise the Subcontractor and furnish such information as Welsh Construction may have for the difference, and so long as the Subcontractor is not in default hereunder, to pay the Subcontractor, within seven (7) calendar days upon receipt thereof from the Owner, the amount received by Welsh Construction on account of the Subcontractor's work to the extent of the Subcontractor's interest therein.
2. All pay applications must be made with the standard AIA application and certificate for payment that includes an itemized schedule of values.
3. That if allowed by the General Contract, payment shall be made on account of inventory, materials, or equipment not incorporated in the Project but delivered and suitably stored at the site or at some other location agreed upon in writing; such payments to be made in accordance with the terms and conditions of the General Contract.
4. Estimates to be paid within seven (7) calendar days of receipt of payment from the Owner. Payment requests must be submitted on or before the 25<sup>th</sup> of the month to be included in Welsh Construction's monthly estimate to the Owner.
5. Final payment of the balance due of the Subcontract Price shall be made to the Subcontractor within seven (7) calendar days after receipt by Welsh Construction of final payment from the Owner for such Subcontract work.
6. If alternative dispute resolution, including, without limitation, arbitration or mediation, is provided for in the General Contract, any dispute arising between Welsh Construction and the Subcontractor under this Subcontract, including the breach thereof, shall be settled by such alternative dispute resolution procedures in the manner provided for in the General Contract.
7. If notification of any claims have been made against the Subcontractor or Welsh Construction arising out of labor or materials furnished the Project, or otherwise on account of any actions or failures to act by the Subcontractor in the performance of this Subcontract, Welsh Construction may, at its discretion, withhold from such amounts otherwise due or to become due hereunder a sum adequate to cover said claims and any costs or expenses arising or to arise in connection therewith, but not to exceed one hundred fifty (150%) percent of the sum of the claims, costs or expenses, pending legal settlement thereof. This right of Welsh Construction shall not be exclusive of any other rights of Welsh Construction herein or by law provided.
8. The failure of Welsh Construction to make payments as and when herein provided shall, in addition to all other rights, entitle the Subcontractor to suspend all work and shipments during the continuance of such default on the part of Welsh Construction, and shall further entitle the Subcontractor to an extension of time for the performance of the work covered by the Subcontract.
9. Except in an emergency or to enforce safety requirements, not to issue or give any instructions, orders or directions to any employee or worker of the Subcontractor, other than the people the Subcontractor has designated as having supervisory responsibility for the Subcontract work. However, neither this authority of Welsh Construction nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Welsh Construction to the Subcontractor, its material and equipment suppliers, its agents or employees, or other persons performing portions of the Subcontractor's work.
10. To give written notice to the Subcontractor of all known claims within a reasonable period, but not more than thirty (30) calendar days, after knowledge of the claim.

### C. PROTECTION OF PERSONS AND PROPERTY

1. The subcontractor shall take all necessary safety precautions with respect to their work. The subcontractor shall comply with all safety measures initiated by Welsh Construction and those required by the Contract Documents. The subcontractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property, including the Occupational Safety and Health Act and all laws, rules and regulations amendatory and supplementary thereto.
2. The subcontractor shall have a written Safety and Health Loss Prevention Plan that includes a written Hazard Communication/Employee Right-to-Know Program which conforms to the requirements addressed in 29 CRF 1926, on the job site. The subcontractor's Safety and Health Loss Prevention Plan shall be the governing document that all lower-tier contractors shall comply with.
3. The Subcontractor's Project Supervisor has full and complete responsibility for the safety and health of their employees and the employees of all lower-tier subcontractors. In no case will the presence of a dedicated Safety Coordinator relieve the supervisor of his responsibility.
4. Prior to mobilization on the construction site, the subcontractor shall attend a contractor pre-construction safety meeting involving Welsh Construction's site Superintendent and the subcontractors project supervisor. The subcontractor shall provide the following safety submittals to the Welsh Construction Superintendent prior to the pre-construction meeting:
  - a. Company safety and health loss prevention plan
  - b. Hazard specific work plan (if applicable)
  - c. Hazard Communication site specific plan, including MSDS
  - d. Designated project safety coordinator
  - e. Site specific fall prevention plan
  - f. Project person(s) trained in first-aid/CPR
  - g. Designated clinic and doctor for medical treatment
5. During the course of construction activities, the Subcontractor shall submit the following documentation to Welsh Construction jobsite supervisor:
  - a. Jobsite safety meeting reports including lesson plans which detail training.
  - b. Accident investigations, including accident reports, witness statements, employee statement, any doctor correspondence and pictures (if applicable).
  - c. Weekly jobsite safety inspections with documented closure of identified deficiencies.
  - d. Employee orientation for new workers coming onto the project.
6. Subcontractors or their employee(s) involved in unsafe acts or conditions may be directed to cease the work activity(s) until the condition(s) is brought into compliance with the site safety requirements. The costs to bring the work activity into compliance shall be incurred by the subcontractor and at no time will costs be charged to Welsh Construction. If the subcontractor fails to take the necessary actions to correct unsafe conditions, Welsh Construction may correct the deficiency and back-charge the subcontractor.
7. Welsh Construction shall have authority to require the removal from the jobsite any employee of the subcontractor who fails to comply with the safety policies and program for the project and those required by law or directed by Welsh Construction. Removal from the jobsite may be required for such things as:
  - a. Safety rules violations
  - b. Fighting
  - c. Criminal activities
  - d. Disruptive behavior
8. If any of subcontractor's employees are removed from this project as a result of safety violations, they cannot be transferred to another project being constructed by Welsh Construction.
9. The removal of any subcontractor's employees from the project shall in no manner affect subcontractor's obligation to perform its work in accordance with the project schedule.
10. Nothing contained in the disciplinary policy shall prohibit Welsh Construction from immediately removing from the project any employee of subcontractor whose conduct constitutes a serious violation of any safety policy, regulation or requirement which could result in serious injury to any person or serious damage to any property.
11. The failure of Welsh Construction to take any such action shall in no manner relieve subcontractor of any of its safety responsibilities set forth in this subcontract.
12. The subcontractor and their lower-tier subcontractor shall defend and indemnify Welsh Construction, its agents and employees from and against all claims arising out or in connection with the subcontractor's responsibilities regardless of whether Welsh Construction assisted or advised the subcontractor in fulfilling such

responsibilities.

#### D. SAFETY OF PERSONS AND PROPERTY

1. The subcontractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
  - a. All employees on the work site and all other persons who may be affected thereby;
  - b. All the work and all materials and equipment to be incorporated herein, whether in storage on or off the site, under the care, custody or control of the subcontractor or any of their lower-tier subcontractors, and;
  - c. Other property at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, location, or replacement in the course of construction.
2. Subcontractor shall erect and maintain as required by existing conditions and progress of the work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying any parties which might be affected by the work of subcontractor.
3. The subcontractor shall maintain and replace all safety protection systems damaged or removed by their operations.
4. When the use or storage of explosives or other hazardous materials or equipment is necessary for execution of the work, subcontractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel and then only after written approval of Welsh Construction.
5. All damage or loss to any property caused in whole or in part by the subcontractor or any of their lower-tier subcontractors or anyone directly or indirectly employed by any of them shall be remedied by subcontractor at subcontractor's sole expense.
6. The subcontractor shall designate a responsible representative of their organization at the site whose duties shall be to oversee safety and health and the prevention of accidents. This person shall be the subcontractor's site supervisor unless otherwise designated in writing by the subcontractor to Welsh Construction. The designated safety representative shall be present on site during all work activities performed by the subcontractor.
7. The subcontractor shall not load or permit any part of the work or the project to be loaded so as to endanger its safety.
8. The subcontractor and their lower-tier subcontractor employees shall wear hard hats, which meet ANSI Z89.1-1986, and eyewear at all times when on the construction site.
9. The subcontractor and their lower-tier subcontractors shall comply with the 1926 Subpart M on protection policy for the project. This applies to ALL work activities involving elevation of 6 feet or more.
10. The subcontractor shall report all accidents/near-misses to the Welsh Construction Superintendent immediately. A written accident investigation report shall be submitted to Welsh Construction within 24 hours of the accident/near-miss.
11. The subcontractor shall give each new employee a site safety orientation before they start work on the construction site. This orientation shall apply to general instructions regarding safety rules of the project. Documentation of this orientation for each employee shall be provided to the Welsh Construction Superintendent.
12. Suitable clothing for construction shall be worn on the construction site. Shirts with sleeves (at least t-shirt length) and full length pants shall be required. Polyester or similar material is not allowed. No shorts, tennis shoes or tank-tops. Proper leather hard soled work boots and appropriate safety equipment shall be worn at all times when on the construction site.
13. The subcontractor shall conduct weekly safety meetings with all their employees and lower-tier subcontractor employees. Attendees and minutes of the safety meeting shall be documented and a copy forwarded to the Welsh Construction Superintendent.
14. The subcontractor shall conduct weekly jobsite safety inspection of their work area and the work area of their lower-tier subcontractors. The inspections shall be documented. Documented corrective measures shall be completed for all identified deficiencies. A copy of the jobsite inspection shall be forwarded to the Welsh Construction Superintendent.



**Rider B  
Standard Subcontract Agreement  
Insurance**

Prior to commencing any Work hereunder, the Subcontractor shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, which may arise out of operations by the Subcontractor or by any sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, the minimum coverage and limits of liability specified in the paragraph below, or if greater, any coverage or limits of liability specified in the contract documents for subcontractors or required by law.

The Subcontractor shall procure the following minimum insurance coverage and limits of liability:

| Workers' Compensation   | Statutory Limits  |
|---|---|
| Employer's Liability, including "Stop Gap" coverage and USL&H if applicable                 | \$1,000,000 each accident<br>\$1,000,000 disease-policy limit<br>\$1,000,000 disease-each employee                                |
| Commercial General Liability<br>(For Subcontracts under \$250,000)                          | \$1,000,000 each occurrence<br>\$1,000,000 products/completed operations aggregate<br>\$1,000,000 general aggregate (per project) |
| Commercial General Liability<br>(For Subcontracts over \$250,000)                           | \$2,000,000 each occurrence<br>\$2,000,000 products/completed operations aggregate<br>\$2,000,000 general aggregate (per project) |
| Commercial Automobile Liability   | \$1,000,000 any one accident or loss  |
| Professional Liability<br>Required Yes <input type="checkbox"/> No <input type="checkbox"/> | \$1,000,000 each claim<br>\$1,000,000 annual aggregate  |

Commercial General Liability insurance required under this paragraph shall be on ISO Form CG 00 01 or it equivalent and include coverage for Products/Completed Operations which shall be maintained for a period of three (3) years after completion of the Work or such longer period as the contract documents may require and shall specifically cover as "insured contracts" the Subcontractor's indemnity obligations under this Subcontract and other contractual indemnities assumed by the Subcontractor under the contract documents. Commercial Automobile Liability insurance required under this paragraph shall also include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's work, shall be maintained for a period of three (3) years after completion of the work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any work under this Subcontract.

Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy. The Subcontractor shall endorse its Commercial General Liability policy to add the Contractor and the Owner as "additional insureds" with respect to liability arising out of (a) operations performed for the Contractor or the Owner by the Subcontractor, (b) acts or omissions of the Contractor or the Owner in connection with their general supervision of the Subcontractor's operations and (c) claims for bodily injury or death brought against the Contractor or the Owner by the Subcontractor's employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under this Subcontract. Such insurance afforded to the Contractor and the Owner as "additional insureds" under the Subcontractor's policies shall be

primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner and shall include completed operations. The "additional insured" endorsement to Subcontractor's Commercial General Liability policy shall be on ISO Form CG 2010 07 04 and CG 2037 07 04 or its equivalent.

The Subcontractor shall maintain in effect all insurance coverage required under this Rider, or by the other contract documents, at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor, with a current A.M. Best Company Rating of not less than A-VII. If the Subcontractor fails to procure and maintain the insurance coverage set forth herein, Contractor may, but shall not be obligated to, obtain such insurance and back charge all costs for such insurance to the Subcontractor

All insurance policies shall contain a provision that coverage afforded thereunder shall not be cancelled, or restrictive modifications added, without thirty (30) days prior written notice to the Contractor. Certificates of Insurance shall be filed with the Contractor prior to the start of the Subcontractor's Work. Such Certificates of Insurance shall be in a form acceptable to the Contractor and shall provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including evidence that the Contractor and the Owner have been added as "additional insureds."

The Subcontractor agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from, or in any manner connected with the Work provided for in this Subcontract or occurring or resulting from the use by the Subcontractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Owner, the Subcontractor, or third parties, and the Subcontractor agrees to defend, indemnify and save harmless the Contractor and the Owner, their agents and employees from all such claims, provided that any such liabilities, claims, damages, costs, loss or expense (1) are attributable to personal or bodily injury, sickness, disease or death of any person (including Subcontractor's employees), or damage to or destruction of tangible property, including the loss of use resulting therefrom and (2) are caused in whole or in part by any act or omission of Subcontractor, any sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the active or passive negligence of the Contractor or the Owner, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph, and the Subcontractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage as will insure the provisions of this Paragraph, to the fullest extent available.

In any and all claims against the Contractor or the Owner or any of their agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor, or anyone for whose acts the Subcontractor may be liable, the indemnification under this Rider shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under any Workers' or Workmen's Compensation acts, disability acts or other employee benefit acts.

To the extent of coverage afforded by builder's risk or any other first party property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of the Subcontractor, the Contractor or the Owner or their respective subcontractors and agents, the Contractor and the Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and the Contractor and any of their contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such first party insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

The Contractor does not represent that any builder's risk or property insurance applicable to the Work, if any, is adequate to protect the interests of the Subcontractor. It shall be the obligation of the Subcontractor to determine whether such insurance is in effect and provides adequate protection for its insurable interests, or whether the Subcontractor should purchase and maintain supplementary property insurance that it deems necessary to protect its interests in the Work.



**RIDER C**  
**Schedule of Work**

**Project Name**  
**Project Location**  
**Contract Date**

**Schedule**

**Start**

**Finish**

Commence construction

Substantial completion



## **RIDER D Allowances**

**Project Name**  
**Project Location**  
**Contract Date**

The Contract Price includes the amounts listed below as Allowances, which covers items for which final pricing has not been determined. In the event that the total of the allowance amounts set forth below exceeds the total actual cost for performing the allowance work the Contract Price shall be reduced by Change Order in the amount of such excess. In the event that the total of the allowance amounts set forth below is less than the actual cost for performing the allowance work, the Contract Price shall be increased by Change Order by the difference between the total actual cost and the allowance amounts.

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## **RIDER E**

### **Alternate Prices**

**Project Name**  
**Project Location**  
**Contract Date**

The Owner may, at the Owner's option, vary the scope of the work by authorizing any combination of the following alternates. The Contract Price will be adjusted by the net change of the selected alternate prices.