

Part 4 – Contract & Insurance Forms

- Exhibit “B” Insurance and Indemnity Requirements
- Exhibit “C” Scope of Services
- Exhibit “D” Schedule
- Exhibit “E” Tax Exemption Letter
- Exhibit “F” Bulley & Andrews Safety Manual

Executed in good faith and understanding and on the date and year first written above.

SUBCONTRACTOR:

«Subcontractor»

By: _____

Title/Position

GENERAL CONTRACTOR:

Bulley & Andrews, LLC

By: _____

President

BULLEY & ANDREWS, LLC SUBCONTRACTOR CONTRACT 122002

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**EXHIBIT “A”
to
SUBCONTRACT**

LIST OF CONTRACT DOCUMENTS

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**EXHIBIT “A”
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EXHIBIT “B” to SUBCONTRACT

INSURANCE AND INDEMNITY REQUIREMENTS

1. Subcontractor shall insure specifically the indemnities contained in the attached Subcontract under Articles 5 and Paragraph 5 herein. Subcontractor shall include the Indemnitees, as defined in the above-referenced Articles and Paragraph as additional insureds by causing amendatory riders or endorsements to be attached to the insurance policies described below in Subparagraph 2. The insurance coverage afforded under these policies shall be primary to any insurance carried independently by the Indemnitees. Such amendatory riders or endorsements shall indicate, concerning the Indemnitees, that there shall be severability of interests under such insurance policies for all coverages provided under such insurance policies. Additionally, the parties agree that all insurance policies shall contain waivers of subrogation and Subcontractor shall cause all Sub-subcontractor policies to contain waivers of subrogation. Further, insurance policies carried by Subcontractor and all Sub-subcontractors shall contain a Waiver of Transfer of Rights of Recovery Against Others To Us endorsement in favor of General Contractor, Owner, Architect and Architect’s consultants.

2. Subcontractor shall maintain, at its own expense throughout the life of this Agreement the minimum types and amounts of insurance set forth below, insuring Subcontractor, its employees, agents and designees and the Indemnitees as required herein, which insurance shall be placed with insurance companies rated at least “A-XII” by Best’s Key Rating Guide. Each policy of insurance shall incorporate a provision requiring the giving of written notice to General Contractor and Owner at least thirty (30) days prior to the cancellation, non-renewal, or material modification of any such policies as evidenced by return receipt of United States certified mail.

(a) Workmen’s Compensation Insurance in the amount of the statutory maximum with an employer’s liability coverage of at least ONE Million Dollars (\$1,000,000.00); should show \$1,000,000/\$1,000,000/\$1,000,000.

(b) Comprehensive or Commercial General Liability Insurance (including limited-form contractual liability and completed operations, in the amount of ONE Million Dollars (\$1,000,000.00) per occurrence and TWO Million Dollars (\$2,000,000.00) per annual/aggregate covering personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be on an occurrence basis and include:

- (1) Premises and Operations Coverage with XCU exclusions deleted, if applicable.
- (2) Products and Completed Operations Coverage.
- (3) Blanket Contractual Coverage.
- (4) Personal Injury Coverage.
- (5) An endorsement naming General Contractor, Owner, Architect and Architect’s consultants as additional insured, along with Per Project Aggregate Endorsement.
- (6) An endorsement affording thirty days notice of cancellation to the General Contractor in the event of cancellation or material reduction in coverage.
- (7) An endorsement providing that such insurance as is afforded under Subcontractor’s policy is primary insurance and will not seek contribution from or share with any insurance carrier by General Contractor, Owner, Architect or Architect’s consultant.

(c) Business Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of ONE Million Dollars (\$1,000,000.00) covering personal injury, bodily injury and property damage; and

(d) Aircraft and/or Watercraft Bodily Injury and Property Damage Insurance if Subcontractor or any Sub-subcontractor uses owned or non-owned Watercraft and/or Aircraft in its operations, with the same amount as

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established in the General Contract, or if there is no General Contract or no amount established therein, then the amount shall be **ONE** Million Dollars (**\$1,000,000.00**), for bodily injury and/or property damage liability combined.

(e) For design/build Subcontracts, Subcontractor shall provide Professional Liability Insurance in the amount of **TWO** Million Dollars (**\$2,000,000.00**) per claim and **TWO** Million Dollars (**\$2,000,000.00**) per annual/aggregate (including contractual liability coverage with all coverage retroactive to the earlier of the date of this Agreement or the commencement of Subcontractor's services in relation to the Project), with a **TEN** Thousand Dollars (**\$10,000.00**) maximum deductible from Design Error, such coverage to be maintained from the date of final payment until the expiration of all statutes of limitation including statutes of limitation for construction defects. Subcontractor may be directed by General Contractor or Owner to purchase additional amounts of Professional Liability Insurance.

(f) Umbrella Liability Insurance in the amount of **FIVE** Million Dollars (**\$5,000,000.00**). This Umbrella Liability coverage shall include the same types and forms of coverage provided for by Subcontractor's Employers Liability, Commercial General Liability Insurance, and Automobile Liability as set forth in (a) and (b) above including:

- (1) A Broad-As-Primary Endorsement.
- (2) An endorsement affording thirty days notice to General Contractor of cancellation or material reduction in coverage.
- (3) An endorsement providing that any insurance maintained by General Contractor, Owner, Architect, or Architect's consultant is excess and noncontributing with the insurance required hereunder.
- (4) An endorsement naming General Contractor, Owner, Architect, and Architect's consultant as additional insured.

3. Subcontractor shall submit valid Certificates of Insurance and Additional Insured Endorsement in form and substance satisfactory to General Contractor evidencing the current effectiveness of the foregoing insurance policies along with original copies of amendatory riders to any such policies to General Contractor concurrent with the actual execution of this Agreement by the parties and that General Contractor will receive at least 30 days advance notice of any change in or cancellation of any coverage.

4. If Subcontractor fails to furnish and maintain the insurance required by this Exhibit "B", General Contractor may purchase such insurance on behalf of Subcontractor, and Subcontractor shall pay the cost thereof to General Contractor upon demand and shall furnish to General Contractor any information needed to obtain such insurance.

5. Subcontractor agrees to indemnify, defend and hold General Contractor, Architect and Owner and any subsidiary, parent or affiliate entities of Owner, and their directors, officers, agents, employees and designees (collectively, "Indemnitees") harmless from and against any and all losses, claims, demands, actions, causes of action, penalties, damages, fines, liabilities, injuries, and expenses, including attorneys' fees and costs ("Claims") that any or all of the Indemnitees may incur by reason of Claims arising out of, resulting from, or related to the performance of the Work or any other obligations assumed by Subcontractor under the Agreement or Contract Documents or for those whose acts Subcontractor is legally liable including negligent acts, errors, or omissions while engaged in the performance of the Work for the Project or any activity or omission associated therewith or related thereto.

6. All notices or other communications hereunder to either party shall be in accordance with Paragraph 7.1 of Article 7 of the Agreement.

[END OF EXHIBIT "B"]

BULLEY & ANDREWS, LLC SUBCONTRACTOR CONTRACT 122002