

# Commercial Construction

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## Construction Services • General Contractor

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CONTRACTOR LICENSE OREGON: 170372  
CONTRACTOR LICENSE WASHINGTON: COMMECD945PU  
PO BOX 550  
GRESHAM, OREGON 97030-0134

OFFICE: (866) 390-7900  
FAX: (503) 666-5151  
EFAX: (503) 907-6700

<http://www.commercialconstructionsite.com>

RE:

To Whom It May Concern:

Enclosed in duplicate is the subcontract for the above project. **Please initial each page, sign and return two (2) original subcontracts to Commercial Construction & Development, Inc., along with a list of your suppliers on the enclosed form. Exhibits F-I are NOT required to be returned with the subcontract.** We will then return one (1) fully executed original for your files. If you begin work without returning the executed subcontract, you will be bound by the subcontract.

Insurance certificate, and endorsement naming **Commercial Construction & Development, Inc.**, its Officers, Directors and Employees, and Owner its Officers, Directors and Employees and Landlord, its Officers, Directors and Employees as additional insured must be received in our office prior to commencing work. See Exhibit D for our minimum requirements and sample documents.

Please submit the enclosed "Partial Waiver of Lien" document with each application for payment. The "Final Waiver and Release Upon Final payment" will be issued by AP to be completed and returned with the final invoice. Invoices will be paid 45 days after invoice date pending Project Manager approval.

**In order for you to receive payment, we require receipt of the following documents:**

- **Signed Subcontract & Exhibits A-E**
- **Insurance Certificates & Endorsements**
- **Lien Waivers and Affidavit Exhibits G & H**
- **Guarantee/Warrantee Exhibit I**
- **W9, for all new vendors**

Thank you in advance for doing your part to ensure the successful completion of this project.

Sincerely,



Alen D. Callahan  
Commercial Construction & Development, Inc.

# Commercial Construction

## Construction Services • General Contractor

CONTRACTOR LICENSE OREGON: 136478  
CONTRACTOR LICENSE WASHINGTON: COMMECG973K1  
PO BOX 550  
GRESHAM, OREGON 97030-0134

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### SUBCONTRACTOR CONTRACT

This Agreement, referred to as the Subcontractor Contract, is made on \_\_\_\_\_ by and between:

**CONTRACTOR:** COMMERCIAL CONSTRUCTION & DEVELOPMENT, INC.  
PO BOX 550, GRESHAM, OREGON 97030

And

#### SUBCONTRACTOR:

Phone 1:

Phone 2:

Fax:

Commercial Construction & Development, Inc., ("Contractor") desires to retain Subcontractor to perform See Exhibit "A" ("Scope of Work and Prices/Sum") in connection with the construction of:

("Project") for which the Contractor has entered into an agreement with:

(the "Owner") and Subcontractor desires to perform such Work as more specifically described in this Subcontractor Contract.

In consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**OWNER:**

**Project:**

**Job Number:**

**Subcontractor:**

**Subcontract Number:**

**LANDLORD:**

**ARCHITECT:**

Dated: \_\_\_\_\_

X	X
Initials Contractor	Initials Subcontractor

**1. CONTRACT DOCUMENTS**

The "Contract Documents," as that term is used herein, shall mean this Subcontractor Contract and all Exhibits enumerated below, the Specifications, the Drawings, the Change Orders (all as defined herein) and all other documents referred to herein. The Exhibits to this Agreement are:

- Exhibit A – Scope of Work and Prices/Sum
- Exhibit B – Drawings and Specifications, progress schedule (if attached)
- Exhibit C – Additional Owner Requirements (if required)
- Exhibit D – Insurance Requirements
- Exhibit E – Supplier List
- Exhibit F – Application for Payment
- Exhibit G – Partial Waiver Form
- Exhibit H – Subcontractor Affidavit
- Exhibit I – Guarantee Warranty

**2. SCOPE OF WORK**

(a) Agreement. This Agreement represents the entire and integrated agreement between Contractor and Subcontractor and supersedes all prior negotiations, including all Letters of Intent, representations or agreements, either written or oral. The Agreement may be amended or modified only by a Change Order as defined herein. The Agreement shall not be construed to create any contractual relationship of any kind between any persons or entities other than Contractor and Subcontractor.

(b) Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

(c) Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work and performance of related services.

(d) Progress Schedule. The Progress Schedule, if furnished, is a diagram, graph, or other pictorial or written schedule showing proposed or actual times of commencement and completion of the various elements of the work.

**3. SUBCONTRACT SUM AND PAYMENT**

Contractor shall pay Subcontractor, and Subcontractor shall accept as full compensation for the complete performance of all Work and of Subcontractor's other covenants and undertaking hereunder, the sum of:

and /100

(the "Subcontract Sum").

A. The form Application for Payment (Exhibit F) shall be used for each payment request. Payment shall be made on the basis of the value of the Work completed. Payment for Work completed and for which a fully supported Application for Payment is received will be paid within 45 days upon receipt. Each Application for Payment shall be supported by such data a substantiate its accuracy as Contractor may require including, but not limited to, (i) full and complete waivers and releases of liens and warranty (in the form of Exhibits G thru I hereto) and sworn statements and affidavits which comply with all requirements of all relevant Mechanic's Lien Acts from all persons furnishing labor, materials, equipment and services in connection with the Work for which payment is requested, (ii) such formal guarantees pertaining to the Work as may be required by the terms of the Contract Documents, and (iii) such other affidavits, receipts, waivers and other documents as Contractor shall reasonably require. Before any payment to Subcontractor shall be made, Contractor may demand proof of payment by Subcontractor to all lower-tier subcontractors and other entities performing any Work or obtaining any lien rights of all amounts previously paid to Subcontractor on behalf of such entities.

All Applications for Payment must be properly coded with contract number and must match the contracted amount as set forth in the Scope of Work (Exhibit A). Failure to submit application for payment in the proper format will constitute Contractor to withhold payment. An Application for Payment not received timely will be paid no earlier than if it were received as part of an Application for Payment properly submitted in the following month.

B. Contractor reserves the right, in Contractor's sole discretion, to withhold a percentage of any payment due and owing Subcontractor ("Retainage"), which Retainage in the aggregate shall not exceed ten percent (10%) of the value of completed Work. Contractor may hold such Retainage until completion of the correction period set forth in Article 15 hereof or, if this Subcontractor Contract is terminated, for a period of one hundred twenty (120) days from the date of termination as provided in Article 23 hereof. Contractor's forbearance, at any time, from exercising any right to withhold Retainage shall not be deemed a waiver of such right. Contractor may, at any time, reinstate full Retainage by withholding sums from any payment due and owing to Subcontractor so that ten percent (10%) of the value of the completed Work is withheld from Subcontractor.

C. If Contractor fails to approve an Application for Payment pursuant to this Paragraph 3 for a cause which Contractor determines is the fault of Subcontractor and not the fault of a particular lower-tier subcontractor or supplier, or if Subcontractor fails to make a payment which is properly due to a particular lower-tier subcontractor or supplier, Contractor may pay such subcontractor or supplier directly, less the amount to be retained under the subcontract or purchase order. Any amount so paid by Contractor shall be repaid immediately to Contractor by Subcontractor.

D. Nothing contained in the Contract Documents shall be deemed to create any obligation for Contractor to pay, or see to the payment of, or require any proof of payment by Subcontractor to, any lower-tier subcontractor or supplier, but Contractor reserves the right to make any payment due hereunder through joint check to Subcontractor and its lower-tier subcontractors, suppliers or materialsmen.

E. Subcontractor shall at all times keep the Work, the Project Site and all improvements thereon and any funds to which Subcontractor is entitled from Contractor free and clear of any and all liens. Subcontractor shall indemnify, defend, protect and save harmless Contractor from and against any and all claims, actions, damages, liens, liability or losses, including all costs and reasonable attorneys' fees, which Contractor may suffer by the reason of the filing of any notices, liens or encumbrances in connection with the Project Site and in connection with the Work or the failure of Subcontractor to obtain cancellation and discharge thereof. Notwithstanding the foregoing, Contractor reserves the right to settle any disputed mechanics' lien claims by payment to the mechanics' lien claimant if Contractor, in its sole discretion, determines such payments are the most economical or advantageous method of settling the dispute. Subcontractor shall promptly reimburse Contractor for such payments upon demand.

F. Contractor's obligation to pay the subcontract price or any other sums which become due to Subcontractor in respect of the project to which this Subcontract relates is conditioned upon receipt by Contractor from Owner of payment on account of the same work. To the extent Owner fails to pay Contractor for any work or materials performed or supplied by Subcontractor, Subcontractor agrees to look solely to such lien and other rights as Subcontractor may have against Owner or the project. Contractor shall not be liable to Subcontractor except to the extent payment is received from Owner for Subcontractor's work, and is not a guarantor of Owner's performance or payment. In the absence of bad faith Contractor's allocation of payments received to various portions of the work shall be conclusive.

**4. TIME OF COMMENCEMENT AND COMPLETION**

A. From and after the Commencement Date, Subcontractor shall diligently prosecute the Work to completion to the satisfaction of Contractor. If necessary, on orders from Contractor, certain parts of the Work shall be prosecuted in preference to others. Subcontractor shall be liable for all damages caused by delays in performing the Work. Each delay in the Work caused by Subcontractor, shall constitute a separate default hereunder. Contractor shall have the right, at any time, to reasonably modify the progress schedule, or delay or suspend any part of the Work without compensation to Subcontractor.

Page 2 Subcontractor Contract between **Commercial Construction & Development, Inc.** and

Dated:

X	X
Initials Contractor	Initials Subcontractor

Project Name:

Project #

Subcontract #

B. In the event Contractor determines that Subcontractor has not completed any portion of the Work in a timely manner, Contractor shall have the right, as frequently as Contractor deems necessary, to ensure timely performance of the Work, to order Subcontractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) re-scheduling various activities, (ii) working additional shifts or overtime and (iii) supplying additional manpower, equipment, and facilities (collectively, "Extraordinary Measures"). Such Extraordinary Measures shall continue until the Work has progressed so that it complies with the stage of completion required by Contractor. Subcontractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by Contractor.

**5. VERIFICATION OF MEASUREMENTS, DRAWINGS AND SPECIFICATIONS**

A. It shall be the Subcontractor's responsibility to familiarize itself with the Plans and Specifications and to notify Contractor, prior to his commencing the Work and in writing, of any discrepancies or errors. Failure to do so shall constitute acceptance of the Plans and Specifications. In the case of discrepancy between portions of the Contract Documents, the matter shall promptly be submitted to Contractor, who shall determine in writing what Work or other obligation is required. Omissions from the Drawings or Specifications or a misdescription of details of Work, shall not relieve Subcontractor from performing such omitted or misdescribed details of Work and the Work shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, without adjustment in the Contract Sum. Subcontractor shall (i) carefully examine and check all Drawings and Specifications furnished it immediately upon their receipt, and (ii) compare all Drawings and verify the figures before laying out the Work. Subcontractor shall be responsible for any errors which might have been avoided by compliance with this Paragraph 5A. When measurements are affected by conditions already established, Subcontractor shall take measurements notwithstanding the scale or figure dimensions in the Drawings. Deviations from the Drawings and the dimensions therein given, whether or not an error is believed to exist, shall be made only with the written authority of Contractor.

**6. TAXES AND LEGAL COMPLIANCE**

A. The Contract Sum includes all federal, state and local taxes and duties, including, but not limited to, all sales, consumer, use, occupation and other taxes and import duties which may be applicable to the Work. All taxes and duties levied or assessed against Contractor arising out of the furnishing or installation by Subcontractor of labor, materials, equipment or any other kind or personal property in the Project Site or the Work shall be paid by Subcontractor.

(1) Further, Subcontractor shall pay or cause to be paid all contributions, payments, taxes and deductions for social security, federal, state and local income taxes, old age retirement benefits, unemployment insurance, annuities, pension or welfare fund payments required by any labor union or by any governmental body, and all other taxes measured by or related to the wages, salaries or other compensation paid to persons employed in connection with the performance of the Work. The status of Subcontractor is that of independent contractor and an employing unit subject as an employer to all applicable unemployment compensation statutes so as to relieve Contractor from any and all responsibilities thereunder toward employees of Subcontractor.

(2) Subcontractor shall comply with all laws and regulations in connection with the items described in this Paragraph 6A and shall indemnify, hold harmless and defend Contractor from all liability or expense in connection therewith.

B. Subcontractor shall procure and deliver to Contractor at Subcontractor's expense all certificates required of any municipal department or other agency with respect to the Work immediately upon completion of the Work.

C. Subcontractor shall, at its own expense, apply for and obtain all permits required in connection with the Work covered by this Agreement.

D. Subcontractor shall give all notices and comply with all applicable federal, state and local laws, ordinances, statutes, regulations, orders and other requirements of public authorities together with applicable industry standards and codes (collectively, "Laws"), as all of the foregoing may be amended from time to time.

**7. COORDINATION**

A. Subcontractor shall correctly measure and properly fit the Work and shall properly coordinate the Work with the work of other trades. In order to prevent duplication of errors, Subcontractor is not to operate from or use as a basis, errors made by other contractors.

B. If all or a portion of the Work depends upon proper execution or proper results of work performed by others, Subcontractor shall carefully inspect such work and, prior to proceeding with the affected portion of the Work, Subcontractor shall promptly report to Contractor in writing apparent discrepancies or defects in such other work, even if such discrepancy or defect would render other work unsuitable for the Work. Failure by Subcontractor to so report shall constitute an acknowledgment by Subcontractor that such completed or partially completed construction is fit and proper to receive the Work, except as to defects not then reasonably discoverable by careful inspection. Further, in the event that Subcontractor operates from or uses as a basis errors made by others, Subcontractor shall be responsible, without limitation, for all charges, costs and expenses in connection with the repair, replacement or correction of the Work required therefrom, as well as any resulting loss, damage and liability incurred by Contractor, regardless of whether the non-complying work was originally performed by Subcontractor.

C. Subcontractor shall coordinate the Work with other aspects of the Project Site and shall fully cooperate with Contractor and shall notify Contractor of all coordination activities. Subcontractor shall not commit or permit any act which will conflict or interfere with the performance of work by any separate contractor.

D. If, through acts of neglect on the part of the Subcontractor, any other contractor or any subcontractor shall suffer loss or damage, Subcontractor agrees to settle with such other contractor or subcontractor by agreement or mediation if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against Contractor as a result of any such loss or damage alleged to have been sustained, Contractor shall notify Subcontractor, who shall indemnify and save harmless Contractor, from and against any such claim.

**8. MATERIAL AND LABOR STANDARDS**

A. Subcontractor shall use only first-class material throughout the Work and it shall be incorporated in such a manner as to produce complete construction which is workmanlike and acceptable in every detail. All material supplied as "equal" to that prescribed in Specifications, if permitted, shall be submitted to Contractor and must be approved in writing by Contractor prior to use. All material not conforming to the requirements of the Specifications or other Contract Documents shall be deemed defective; if in place, it shall be removed by Subcontractor at its expense and replaced with acceptable material. No material in which defects initially existed, but were subsequently corrected, shall be used without written approval by Contractor. Upon failure of Subcontractor to comply with any order of Contractor pursuant to the terms hereof, Contractor shall have authority to remove and replace defective material, at the expense of Subcontractor.

B. Contractor shall have the right to require the immediate removal from the Project Site of any employee of Subcontractor who, in the reasonable opinion of Contractor, is not qualified to perform the Work assigned to him, is guilty of improper conduct or is not working in harmony with the other trades.

(1) Subcontractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project Site or in connection with the Work only labor which is capable of working harmoniously with all construction trades and crafts and with any entities and individuals who may be working at the Project Site or otherwise associated with the Project Site.

(2) Subcontractor shall use best efforts to not use on the Project Site employees who would cause any trade union to picket the Project Site or cause any other labor unrest.

(3) Subcontractor shall use best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance. Subcontractor shall indemnify and hold harmless the Contractor and Owner from and against all costs, claims, damages, losses, liabilities and expenses, including, but not limited to, attorneys' fees arising out of, or in connection with, any strike, work stoppage or any other labor disturbance in connection with the performance of the Work.

Dated:

Project Name:

Project #

Subcontract #

X	X
Initials Contractor	Initials Subcontractor

(4) Contractor reserves the right to (i) deal directly with trade unions whose members are performing or have jurisdiction to perform all or any portion of the Work and (ii) cure any defaults which Subcontractor or any lower-tier subcontractor may have under any collective bargaining agreement with any trade union, to obtain copies of all said agreements from subcontractor or its suppliers upon demand, and to deduct from the Contract Sum any amount paid by Contractor to cure such default.

**9. SAFETY**

A. Subcontractor shall be responsible for initiating, maintaining and supervising all safety and hazard communication precautions and programs in connection with the performance of Work. Subcontractor shall also be responsible to ensure that each lower-tier subcontractor hired by Subcontractor is responsible for initiating, maintaining and supervising all Work. Subcontractor shall be in conformance with the standards issued by the Secretary of Labor, Occupational Safety and Health Administration (hereinafter "OSHA") General Industry Safety and Health Standards and OSHA Construction Industry Standards as 29 CFR Part 1926 and 29 CFR Part 1910 or any state-operated OSHA program and applicable City, State, Federal Environmental Protection Agency laws. The Work shall cover specifically Owner, Contractor and Subcontractor and each subcontractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to:

- (1) employees performing all or any portion of the Work and all other persons who may be affected thereby;
- (2) the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Project Site, under the care, custody or control of Subcontractor and its suppliers, warehousemen, and agents;
- (3) Other property at the Project Site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways and structures; and
- (4) concealed or exposed utilities of every description affected by or adjacent to the Work. If utilities are damaged, Subcontractor shall immediately notify the utility company and make all necessary arrangements with the utility company to do the required work for repairing its equipment and facilities at Subcontractor's sole expense and at no extra cost to Contractor.

B. Subcontractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable, necessary or appropriate safeguards for safety and protection, including posting danger signs, constructing barricades and other warnings against hazards, promulgating safety regulations and notifying Contractors and users of adjacent utilities, providing fences, covered walk areas, necessary security guards and lighting. Barricades shall be painted and properly maintained.

C. Subcontractor shall promptly remedy all damage or loss to any property referred to herein caused in whole or in part by Subcontractor, any lower tier subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable or for which Subcontractor is responsible hereunder. The foregoing obligations of Subcontractor are in addition to its obligations under Paragraph 12 hereof.

D. Subcontractor will designate Subcontractor's superintendent or foreman or one of his employees at the jobsite who shall act as the Subcontractors designated safety representative with a duty to prevent accidents. Each Subcontractor shall either certify that he has, or submit a copy of, a written Safety Program in compliance with OSHA standards.

E. Subcontractor shall not load or permit to be loaded any equipment or materials so as to endanger the safety of the Work, the Project Site, or any material stored, or persons in or about the Project Site. The Project Site shall not be unreasonably encumbered with materials,

F. Subcontractor shall maintain and make available upon request, its company's Hazard Communication Program with complete Material Safety Data Sheets. Compliance of proper storage and labeling of materials and training of all personnel is required in accordance with

- (1) As required by law, Subcontractor shall submit Material Safety Data Sheets for all chemicals and materials to be stored and/or used on the Project to Contractor Superintendent prior to chemicals / materials being brought on jobsite.
- (2) Material Safety Data Sheets shall be available at the jobsite, bound and categorized, for review by the

Subcontractors personnel and other interested parties.

G. Subcontractor shall promptly report in writing to Contractor all accidents arising out of, or in connection with, the Work which cause death, personal injury or property damage and all other incidents which may result in a claim against Subcontractor, giving full details and statements of witnesses. In addition, if death or serious personal injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to Contractor and OSHA. It shall be the responsibility of Subcontractor to have an accident report filled out, in triplicate, and submitted as required by Contractor, containing the name of the person or persons and home address, home phone number, the location of occurrence, the time of day and date, a description of the occurrence, statements of witnesses, and the signature of Subcontractor's superintendent. A copy of the Worker's Compensation claim report will be given to the Project Site superintendent designated by Contractor within six (6) working days of the accident. In any emergency affecting the safety of persons or property, Subcontractor shall act, at its discretion, to prevent threatened damage, injury or loss.

H. Subcontractor will at all times thereafter indemnify and hold harmless Contractor and all other Indemnitees (as hereinafter defined) from and against any and all claims, actions, demands, judgments, citations, damages, losses, costs, liabilities, expenses (including, without limitation, attorneys' fees), fines or penalties, of whatever kind, character or description that may arise out of any claimed violation of Laws.

I. Notwithstanding anything in the Contract Documents to the contrary, Contractor shall have no responsibility or obligation in connection with safety or the construction means, methods, techniques or procedures in connection with the Work or the acts or omissions of Subcontractor, any other contractors, subcontractors, lower-tier subcontractors, materialsmen or others or any of their agents or employees or others performing the Work.

J. It is hereby agreed between Contractor and Subcontractor, that if Contractor is issued any citation(s) and is assessed any penalty(ies) by the Federal OSHA or any state-operated OSHA program for one or more violations of OSHA rules and regulations alleged to exist at the construction project which is the subject of this agreement, Subcontractor agrees to reimburse Contractor for all costs and expenses including penalties, and reasonable attorney's fees incurred or paid by Contractor in defense of the OSHA citation (s) and penalty (ies) under the following conditions:

- (1) OSHA citation(s) and penalty(ies) are issued to Contractor solely as a result of its capacity at said construction project as a "controlling employer" as that term or classification is defined by OSHA.
- (2) Subcontractor is cited or considered by OSHA to be the "creating employer" (as the classification is defined by OSHA) of the same condition(s) for which Contractor is cited as the "controlling employer."

**10. SUBCONTRACTS/PURCHASE ORDERS**

Subcontractor may only subcontract a portion of the Work with the prior written consent of Contractor. Contractor reserves the right to approve the form and substance of any subcontract and purchase order, such approval to be granted or withheld in the sole discretion of Contractor. A lower tier subcontractor is a person or entity who has a direct contract with Subcontractor to perform any of the Work at the Project Site. The term lower-tier subcontractor means a subcontractor or its authorized representative.

All subcontracts and purchase orders and warranties and guarantees thereunder shall be assignable to Owner and Contractor. All subcontracts and purchase orders shall conform to the requirements of the Contract Documents. Subcontractor shall furnish Contractor with copies of any subcontract and purchase order promptly upon request.

Dated:

Project Name:

Project #

Subcontract #

X	X
Initials Contractor	Initials Subcontractor



**15. WARRANTY AND CORRECTION OF WORK**

A. Subcontractor shall, within five (5) days after notice from Contractor, and in a manner acceptable to Contractor, and at Subcontractor's cost and expense, promptly correct any defects in workmanship, materials and design and replace defective materials or equipment, with respect to the Work by Subcontractor for a period of one year after the date of acceptance of the Work by Owner and during any longer warranty period provided by any materials supplier, manufacturer or subcontractor; provided, however, in connection with each such correction or replacement by Subcontractor, the obligation of Subcontractor under this Paragraph 15A, shall be renewed and extended for a period not less than the time remaining on original warranty or any longer warranty period provided by any materials supplier, manufacturer or subcontractor. Contractor's decision on whether any Work is defective will control. Nothing contained in this Paragraph 15A shall be construed to establish a period of limitation with respect to other obligations which Subcontractor might have under the Contract Documents. Any time period referenced in this Paragraph 15A relates only to the specific obligation of Subcontractor to correct or replace the Work, and has no relationship to the warranty under Paragraph 15A or to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish Subcontractor's liability with respect to Subcontractor's obligations other than specifically to correct the Work.

B. The Subcontractor warrants to the Owner and Contractor that materials and equipment furnished under the Subcontract will be of first-class quality and new unless otherwise required or permitted by the Subcontract Documents, that the construction will be free from faults and defects, and that the construction will conform with the requirements of the Contract Documents. Construction not conforming to these requirements, including substitutions not properly approved by the Owner, shall be corrected in accordance with this Article 15.

**16. REMOVAL OF DEBRIS, CLEANING, ETC.**

A. Subcontractor shall protect its Work from damage or dirt occasioned by itself, its subcontractors or other contractors or for any cause during the regular course of construction and until completion of the Project Site. Subcontractor shall remove all refuse and debris resulting from the Work inside and outside of the Project Site (as the work progresses) and shall deposit same where directed by Contractor.

B. Subcontractor shall, at all times, keep the Project Site free from an accumulation of waste materials, rubbish and other materials arising out of its Work. At the completion of each work day, Subcontractor shall remove all its waste materials, rubbish materials and other similar items from and about the Project Site and all tools, construction equipment, machinery and surplus materials, and Subcontractor shall leave the Project Site in broom-clean condition. All waste materials, rubbish materials and other similar items shall be placed at a location at the Project Site designated by Contractor. Contractor may, upon Subcontractor's failure to comply with the above, take such action as it deems necessary to clean the Project Site and charge the cost and expense thereof to Subcontractor and shall have the right to deduct such cost and expense from the monies due, or to become due, to Subcontractor in connection with the Work.

**17. PERFORMANCE AND COMPLETION BY SUBCONTRACTOR**

A. All Work shall be performed and completed to the full satisfaction of Contractor and shall be subject to Contractor's acceptance and approval. All Work shall be performed in a good, thorough and workmanlike manner in full conformance with the Contract Documents.

B. Subcontractor acknowledges and agrees that its timely performance of services required hereunder is a material inducement to Contractor for entering into this Agreement and that Contractor will suffer damages as a consequence of Subcontractor's failure to timely perform. In the event Subcontractor does not complete performance of the Work and other obligations hereunder within the Contract Time (as hereinafter defined), Subcontractor shall remain liable to Contractor for all damages arising out of or in connection with Subcontractor's failure to timely perform its services hereunder, including, without limitation, the costs and expenses of substitute performance of such services by or on behalf of Contractor and lost revenues and other consequential damages.

C. In the event that Contractor is required under this Agreement to perform or does perform any Work or services or enter into further or additional contract agreements because of the default of Subcontractor, then and in such event Contractor shall be entitled to charge Subcontractor the cost thereof plus fifteen percent (15%), representing Contractor's overhead expense, and Subcontractor hereby agrees to pay same.

D. "Substantial Completion" shall be defined as set forth in this Section 17D. Substantial Completion of the Work shall be deemed achieved when the Work is sufficiently complete in accordance with the Contract Documents so Owner can occupy or utilize the Work for its intended use and the municipality in which the Project Site is located and all governing authorities shall have approved such work. Contractor must accept in writing the Work as substantially complete. When Subcontractor considers that the Work is substantially complete, Subcontractor shall prepare a comprehensive punch list of items to be completed or corrected. Subcontractor shall proceed promptly to complete and correct items on this list within ten (10) days of receipt of the same. Failure to include an item on such list does not alter the responsibility of Subcontractor to complete all Work in accordance with the Contract Documents. Upon receipt of Subcontractor's list, Contractor will make an inspection to determine whether the Work is substantially complete. If such inspection discloses any item, whether or not included on Subcontractor's list, which is not in accordance with the requirements of the Contract Documents, Subcontractor shall complete or correct such item upon notification by Contractor. Subcontractor shall then submit a request for another inspection by Contractor to determine Substantial Completion.

**18. BONDS**

A. If Contractor makes demand and so requires during the bidding process or specifically required in Contract Documents, Subcontractor shall furnish a payment bond, a performance bond (with a provision for a one (1) year guarantee against defects in materials and workmanship), and a maintenance bond (collectively, the "Bonds"), which Bonds shall be in form and substance, and with sureties ("Sureties") acceptable to Contractor. Said Bonds shall be furnished within ten (10) days' written notice to Subcontractor. The fee charged by the Sureties for such Bonds shall be paid for by the Subcontractor. Any Bonds required by Contractor shall meet all applicable statutory requirements, if any, of the State in which the Project Site is located. The Bonds shall waive the Surety's right to approve any Change Orders (as defined below). The Sureties shall be on the most recent United States Department of Treasury Federal Register of Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and shall have a Best rating of A/VIII or higher.

**19. REPRESENTATIONS AND WARRANTIES OF SUBCONTRACTOR**

A. Subcontractor further represents and warrants the following to Contractor (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to Contractor to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement and the final completion of the Work:

(1) that Subcontractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations under the Contract Documents and has sufficient experience and competence to do so;

(2) that Subcontractor is authorized to do business in the State in which the project is located and properly licensed by all necessary governmental and public and quasi - public authorities having jurisdiction over it and over the Work and the Project Site;

(3) that Subcontractor's execution of this Agreement and its performance thereof is within its duly authorized powers;

(4) that Subcontractor's duly authorized representative has visited the Project Site, familiarized himself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents;

(5) that Subcontractor is a contractor who possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity and nature of the Work; and

(6) that Subcontractor has timely paid, and in the future will pay, all dues and other union payments required to be paid by Subcontractor pursuant to any Collective Bargaining Agreement to which Subcontractor is a party.

Dated:

Project Name:

Project #

Subcontract #

X	X
Initials Contractor	Initials Subcontractor

**20. CHANGE ORDERS**

A. Contractor reserves the right to make changes in materials to be furnished or work to be performed hereunder or additions thereto or omissions therefrom upon written order to Subcontractor. Any such changes or additions are to be subject to and governed by all of the terms, covenants and conditions hereof. Any additions or reductions to be made to or from the subcontract price resulting from such changes or additions must be agreed upon in writing signed by both parties hereto. If the written change order is for time and material in lieu of a fixed price, invoices must be accompanied by daily work sheets signed by the job superintendent for the purpose of verifying labor hours and materials used only. Markups on change order work shall not exceed fifteen percent (15%) combined for overhead and profit of the actual cost of labor and material. Such labor costs should not exceed under any circumstances those amounts set forth in the Wage and Fringe Benefit Breakdown Sheet provided by subcontractor. As it pertains to time and material change orders, Contractor and Owner shall be afforded access to the Subcontractor's records, books and other data for the purpose of verifying actual costs.

B. Upon Contractor's prior written request, Subcontractor shall engage workmen at overtime rates to perform work covered by this subcontract. If such overtime work was not required due to any fault of Subcontractor, Subcontractor shall be reimbursed upon submission of properly supporting invoices for the difference in cost between overtime wage rates and standard wage rates without addition for overhead or profit. However, if the overtime is required as a direct result of Subcontractor's inability to maintain the job schedule during regular working hours, overtime work will be done at no additional expense to Contractor.

**21. LICENSES**

Subcontractor shall at all times be licensed or qualified under any applicable law or regulations necessary for the lawful performance of its Work. All permits and licenses necessary for the prosecution of the Work of Subcontractor shall be secured and paid for by Subcontractor.

**22. GENERAL PROVISIONS**

A. Contractor may occupy and use any portion of the Work which has been partially or fully performed by Subcontractor and such occupancy or use shall not constitute a waiver of any defects.

B. Contractor shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by Subcontractor, or from recovering from Subcontractor or any Surety such damage as Contractor may sustain by reason of its failure to comply with the terms of the Contract Documents. Neither the acceptance by Contractor or its representatives, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by Contractor shall operate as acceptance of defective, faulty or nonconforming Work or as a waiver of any portion of this Agreement, or of any power herein reserved, or of any right to damages herein provided. A waiver of any breach of this Agreement shall not be held to be a waiver of any subsequent breach hereof. Contractor's actions or failure to act shall not constitute a waiver of a right or duty afforded Contractor under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

C. Any notice, demand, or instruction to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be sent by overnight courier (with evidence of receipt) or sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered by courier, or two (2) business days after deposit in the mail if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Contractor:

If to Subcontractor:

Commercial Construction & Development, Inc.  
PO Box 550,  
Gresham, Oregon 97030  
Attn: Contracts Administration Department

D. Subcontractor shall make all claims against Contractor within twenty-one (21) days within the occurrence of the event on which such claim is based. Subcontractor shall have a duty to proceed with the Work in the event of any dispute. Failure to submit a claim timely shall constitute a waiver of such claim, and the right to assert the claim forever forfeited by Subcontractor. Acceptance of final payment by Subcontractor in connection with the Work shall constitute a waiver by Subcontractor of any and all claims in connection with the Work unless previously made in writing and in accordance with the requirements of this Agreement.

In the event any dispute shall arise hereunder or otherwise in relation to the work or project it shall be determined in accordance with the rules of the American Arbitration Association then in effect before a single arbitrator at San Francisco, California. Each party shall bear its own attorneys' fees, costs and expenses related to the arbitration.

E. Should the courts or Arbitrator determine that any part, term or provision of this Agreement is illegal or in conflict with any applicable state law, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.

F. The remedies of Contractor provided for in the Contract Documents shall not be restrictive but shall be cumulative and in addition to all other remedies of Contractor under the Contract Documents, at law, in equity, or otherwise.

G. The Agreement is intended to be for the sole benefit of Contractor and Subcontractor and their permitted successors and assigns and no third party is nor shall be intended to be a beneficiary of this Agreement and no third party shall have the right to enforce the covenants hereof against either Contractor or Subcontractor.

Project Name:

Project #

Dated:

Subcontract #

X	X
Initials Contractor	Initials Subcontractor

**23. TERMINATION OF THE AGREEMENT**

A. In the event Contractor terminates this Agreement without cause, Contractor shall pay Subcontractor for the Work properly performed up to the termination date. Subcontractor shall have no further remedy against Contractor other than for payment for Work properly performed up to the termination date.

B. Should Subcontractor be adjudged insolvent, or neglect to prosecute the Work properly, or fail (in Contractor's sole judgment) to perform any of the provisions of this Agreement, Contractor, after two (2) days! (48 hours) written notice to Subcontractor, may, without prejudice to any other remedy Contractor may have, make good the deficiencies and may deduct the actual cost thereof as described in Article 17, or, at the option of Contractor, may terminate this Agreement, in whole or in part, and take possession of all materials, tools and appliances and finish the Work by such means as Contractor sees fit. Except however, if insolvency, neglect or failure occurs within the 30 days prior to anticipated substantial completion then subcontractor shall be entitled to one (1) day's (24 hour notice). If such expense exceeds such unpaid balance, Subcontractor shall pay the difference to Contractor. The costs to Contractor of completing the Work shall include, but not be limited to, the cost of any additional architectural, managerial and administrative services required thereby, any costs incurred in retaining another contractor or other subcontractors, any additional interest or fees which Contractor must pay by reason of a delay in completion of the Work, attorneys' fees, expenses, and any other damages, costs and expenses Contractor may incur by reason of completing the Work or any delay thereof. In the event of any default of Subcontractor for which Contractor may terminate this Agreement, in whole or in part, Contractor shall also have the right to terminate any other agreement, in whole or in part, entered into between Contractor and Subcontractor, whether or not in connection with the Project Site. Further, in the event of any default by Subcontractor under any other agreement between Contractor and Subcontractor, for which Contractor may terminate such agreement, in whole or in part, Contractor shall also have the right to terminate this Agreement, in whole or in part.

C. If Contractor terminates this Agreement for any reason, Subcontractor will make every reasonable effort to cancel any existing orders, subcontracts and contracts specified by Contractor upon commercially reasonable terms satisfactory to Contractor. Subcontractor, upon request by Contractor, shall also deliver and assign to Contractor, and Contractor shall assume, any and all contracts, subcontracts, purchase orders and options made by Subcontractor in performance of the Work. Notwithstanding the above, Contractor shall not be obligated to assume any existing orders, subcontracts or other contracts of Subcontractor. Subcontractor shall deliver to Contractor true and correct originals thereof and all copies of the Contract Documents in Subcontractor's possession except that Subcontractor may retain photocopies of all relevant documents for its own files.

D. No action taken by Contractor after termination shall prejudice any other rights or remedies of Contractor provided by law, by the Contract Documents or otherwise upon such termination.

FINAL AGREEMENT: This Subcontractor Contract and Exhibits and Contract Documents represents the final integration of the agreement between the parties and supersedes all prior negotiation or agreements including any inconsistencies between this Subcontractor Contract and Subcontractor's proposal and shall not be varied except by agreement in writing. (503) 666-5151 FAX.

EXECUTION. In Witness whereof the Contractor and Subcontractor have executed this agreement in duplicate as of the Subcontractor Contract date stated above:

**Commercial Construction & Development, Inc.**  
\_\_\_\_\_  
(Contractor)

By: **X**  
\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Subcontractor)

By: **X**  
\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit "A"**  
SCOPE OF WORK AND PRICES/SUM

Project:

Page 1 Subcontractor Contract Exhibit A between **Commercial Construction & Development, Inc.** and

Project Name:

Project #

Dated:

Subcontract #

Form SUB-EXA Rev. 12/05

X	X
Initials Contractor	Initials Subcontractor

**Exhibit "B"**  
DRAWINGS AND SPECIFICATIONS, PROGRESS SCHEDULE

Project:

**DRAWINGS & SPECIFICATIONS:**

Project Name:

Project #

Dated:

Subcontract #

X	X
Initials Contractor	Initials Subcontractor

**Exhibit "C"**  
ADDITIONAL OWNER REQUIREMENTS

Project:

Page 1 Subcontractor Contract Exhibit C between **Commercial Construction & Development, Inc.** and

Project Name:

Project #

Dated:

Subcontract #

Form SUB-EXC Rev. 12/05

X	X
Initials Contractor	Initials Subcontractor

**Exhibit "D"**  
**CONDITIONS OF INSURANCE**

In addition to the requirement contained in the subcontract Insurance section, Subcontractor shall, at its expense, procure and maintain insurance on all its operations, in companies having at least an A. M. Best's A VII financial rating and in forms acceptable to the Contractor as follows:

- 1. Workers' Compensation and Employer's Liability Insurance** as required by any applicable law, regulation or statute. Employer's Liability insurance shall be provided in amounts not less than:
  - a. \$1,000,000 each accident for bodily injury by accident;  
\$1,000,000 each employee for bodily injury by disease;  
\$1,000,000 policy limit for bodily injury by disease;
  - b. Longshoreman's & Harbor Workers' Act coverage on any employees under this jurisdiction;
  - c. Coverage for Jones Act exposure on any maritime exposure;
  - d. Waiver of Subrogation endorsement.
  - e. Stop Gap Liability for work in Monopolistic States (Washington, Ohio, West Virginia, North Dakota, and Wyoming)
- 2. General Liability Insurance**, Commercial General Liability ISO CG 0001 or equivalent, as follows:
  - a. Coverages
    - i. Premises and Operations;
    - ii. Products and completed operations
    - iii. Broad Form Property Damage including Completed Operations, shall be carried for one year following completion of the project;
    - iv. Explosion, Collapse, Underground and Subsidence Hazards;
    - v. Contractual Liability insuring the obligations assumed by Subcontractor in this subcontract;
    - vi. Contractors' Protective Liability
    - vii. Personal Injury Liability (with deletion of the exclusion for liability assumed under contract);
    - viii. Severability of Interest Clause;
    - ix. Aggregate Limits of Insurance shall apply separately to this project.
    - x. Waiver of Subrogation Endorsement
  - b. Limits of Liability
    - i. \$1,000,000 each occurrence Bodily Injury and Property Damage combined;
    - ii. \$1,000,000 for Personal Injury Liability;
    - iii. \$2,000,000 aggregate on Products-Completed Operations;
    - iv. \$2,000,000 general aggregate;
    - v. If either defense costs are included in the General Aggregate limit or if the General Aggregate limit does not apply separately to this project, then the required General Aggregate limit shall be \$3,000,000. This can be accomplished by a \$2,000,000 Umbrella/Excess Policy.
- 3. Automobile Liability Insurance**, including:
  - a. Coverage on all owned, non-owned and hired automobiles;
  - b. Limit of liability shall not be less than \$1,000,000 Combined Single Limit;
- 4.** A "Modified Occurrence" form is NOT acceptable.
- 5.** The "Claims Made" form of policy is only acceptable for Professional or Pollution Liability, and for General Liability with prior written consent of Contractor.
- 6. Aircraft Insurance:**

If the Subcontractor or his Subcontractors use any owned, leased, chartered or hired aircraft of any type in the performance of this contract, they shall maintain aircraft liability insurance in an amount of not less than \$5,000,000 per occurrence including Passenger Liability and coverage for damage to cargo. Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the project.
- 7. Umbrella/Excess Limits**

If higher limits or other forms of insurance are required by either the Owner or the Contractor, the Subcontractor will comply with such requirements. Subcontractors are required to have \$1,000,000 Umbrella or Excess.
- 8. Riggers Liability Insurance:**

If the Subcontractor or its subcontractor's work involves the rigging, hoisting, lowering, raising or moving of property or equipment, they shall carry Riggers Liability Insurance to insure against physical loss or damage to this property or equipment.
- 9. Certificates of Insurance:**

Certificates of Insurance shall be furnished by the Subcontractor to Contractor before any work is commenced hereunder by the Subcontractor. The certificate of insurance will evidence the terms in Sections 1, 2 and 14 of this Addendum and comply with the attached sample certificate. The Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Contractor. In the event Subcontractor does not comply with the requirements of this section, Contractor, at its option, may provide insurance coverage to protect its interests and charge the Subcontractor for the cost of that insurance or Contractor may terminate this Agreement. The required insurance shall be subject to approval of Contractor, but any acceptance of insurance certificates by the Contractor shall in no way limit or relieve the Subcontractor of the duties and responsibilities assumed by the Subcontractor in this Contract. Copies of policies shall be furnished upon request.

**Exhibit "D"**  
**CONDITIONS OF INSURANCE**

**10. Insurance Requirements for Lower-Tier Subcontractors:**

Subcontractor shall ensure that all tiers of its Subcontractors shall maintain insurance in like form and amounts, including the Additional Insured requirements set forth in Paragraph "14." Copies of Certificates of Insurance shall be provided by each lower-tier subcontractor to Contractor prior to the start of their work on this project.

**11. Professional Liability Exposure:**

A Professional Liability Insurance Policy with limits of \$ 1,000,000 per claim shall be carried by Subcontractor or its lower-tier subcontractor if work under this subcontract includes professional or design-build services. Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the project. Coverage must allow for the reporting of claims for 2 years following completion of the work.

**12. Hazardous Materials and Pollution Liability:**

If Subcontractors or their Subcontractors are either required to perform remediation of hazardous materials such as asbestos containing materials, contaminated soil, etc., or if their operations create an exposure to hazardous materials, they must, in addition to the above requirements, carry a "Contractor's Pollution Liability" policy with limits not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, naming Contractor as additional insured.

If Subcontractor or their Subcontractors haul hazardous waste, they must carry Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage applicable to all hazardous waste hauling vehicles and include MCS 90.

**13. Builder's Risk Insurance:**

Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner(s) for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the work, except such rights as they may have in the proceeds reimbursed by Builder's Risk or any other property or equipment insurance applicable to the work. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

Upon written request of Subcontractor, Contractor shall provide Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment insurance in force for the project and procured by Contractor. Subcontractor shall satisfy itself as to the existence and extent of such insurance prior to commencement of Subcontractor's work.

Builders Risk insurance will be purchased by Owner(s) or Contractor and will provide coverage for Subcontractor for loss or damage to Subcontractor's work at jobsite. Subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to Subcontractor's work and/or damage to other work caused by Subcontractor not to exceed \$10,000.

**14. Subcontractor's Property:**

Subcontractors of every tier shall procure and maintain at its own expense property and equipment insurance for Subcontractor's tools, equipment, temporary structures, property or work in transit and/or in temporary storage.

**15. Additional Insured Endorsement:**

With respect to whichever General Liability policy form is furnished as required above, the subcontractor shall add the Contractor, its officers, directors and employees the Owner, and any other parties as required by contract as additional insureds by use of Insurance Services Form CG 20 10 11/85 or an equivalent combination to include CG 2037 10/01 or CG2026 11/85 as published by ISO (or equivalent). The policy shall be endorsed to stipulate that the insurance afforded the Contractor, its officers, directors and the employees and the Owner as additional insureds shall apply as primary insurance and that any other insurance carried by the Contractor, its officers, directors and employees or the Owner shall be excess only and shall not be called upon to contribute with this insurance. The Additional Insured Endorsement shall be provided to the Contractor before any work is commenced hereunder by the Subcontractor. Should subcontractor desire, their Insurer may provide that coverage apply for "ALL OPERATIONS PERFORMED" under written contract for Fisher Development Inc." in lieu of a separate endorsement for each project.

**16. Maintenance of Certificates of Insurance & Endorsements:**

No work shall be performed at the project site until said certificates and endorsements have been furnished and approved, Payment may be withheld, at the option of the Contractor, until such certificates have been furnished, or if upon receipt of a cancellation notice on a policy, until withdrawal of the notice or the reinstatement of the canceled policy. Contractor may take such steps as are necessary to assure subcontractor's compliance with its obligations under this Exhibit. The required insurance shall be subject to approval of Contractor, but any acceptance of insurance certificates by the Contractor shall in no way limit or relieve the Subcontractor of the duties and responsibilities assumed by the Subcontractor in this Subcontract. Certificates shall be provided for one year following the completion of the Project or the end of the Warranty Period, whichever is later.

**17. Subcontractor Responsibility:**

Failure of contractor to enforce in a timely manner any of the provisions of this Exhibit shall not act as a waiver of enforcement of any of these provisions at a later date in the performance of this agreement. Any exceptions to the provisions of this Exhibit must be delineated in the contract documents. Subcontractors obligations for loss or damage arising out of Subcontractors work is in no way limited to the types or amounts of insurance set forth above. To the extent Subcontractor maintains insurance greater than these minimum requirements, Subcontractor agrees that such insurance shall be applicable to any of Subcontractors liability obligations hereunder. In specifying minimum insurance requirements herein, neither Contractor nor Owner assert or recommend this insurance as adequate to Subcontractors requirements. Subcontractor is solely responsible to inform itself of amounts and types of insurance it may need beyond these requirements to protect itself from loss, damage or liability.

X	X
Initials Contractor	Initials Subcontractor