



COMFORT
A SYSTEMS USA COMPANY

COLONIALWEBB CONTRACTORS CO
1920 E PARHAM RD
RICHMOND, VA 23228
Phone: (804) 916-1400

Subcontract

Subcontract Number: [REDACTED]
Issue Date: [REDACTED]
Page: 1 of 10

Project/Contract No.: [REDACTED]

Project Description: [REDACTED]

Subject To Retention Of: [REDACTED]

Project Address: [REDACTED]

Total Subcontract Price: [REDACTED]
Commencement Date: _____

Contact: _____

Completion Date: _____

Scope of Work:

THIS AGREEMENT made between, COLONIALWEBB CONTRACTORS CO hereinafter called the Contractor [REDACTED] hereinafter called the Subcontractor hereby agree as follows:

To the extent or as may be required by the terms of this Agreement, Subcontractor shall furnish any and all labor, materials, equipment, insurance, taxes and supervision as required to provide and fully complete the project described above in the Scope of Work and as more completely described in the Exhibits attached hereto ("Subcontractor's Work"), in strict compliance with the Contract Documents, defined below, and as directed by the Contractor.

For complete performance hereunder, Subcontractor shall receive the total lump sum Subcontract [REDACTED]. The Subcontract Amount includes all Federal, State Local and Municipal Taxes, as may be required by law, all of which shall be paid by Subcontractor.

[REDACTED]

COLONIALWEBB CONTRACTORS CO

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

SUBCONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS. The Contract Documents shall consist of: this Subcontract; the Prime Contract and Owner Contract and their related documents and general conditions incorporated therein; the Project manuals, drawings, specifications, and all Addenda; other instructions defining the Work for this Subcontractor; change orders; and work directives issued by Contractor.

2. MUTUAL RIGHTS AND RESPONSIBILITIES. The Subcontractor and its Sub-subcontractors and the Contractor shall be mutually bound by the terms of this Subcontract. The Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor assumes towards the Owner, Prime Contractor, and Architect. The Contractor shall have the same benefits, rights, remedies, and redress against the Subcontractor that the Owner and Prime Contractor have against the Contractor.

3. PAYMENT TERMS. Contractor agrees to pay Subcontractor the total Subcontract Price (subject to modifications as provided in the Contract Documents), for work performed to the satisfaction of the Contractor, Prime Contractor and/or Owner. Subcontractor shall submit periodic applications based on Work actually completed, less retainage, together with a Certified Payroll Form and an executed Partial Lien Waiver and Release (if required under the Prime/Owner Contract), for payment and Contractor shall thereafter submit corresponding applications for payment to the Prime Contractor or Owner. Progress payments by Contractor to Subcontractor will be made within sixty (60) days of satisfactory completion of the Work and receipt of proper invoice or within seven (7) days after receipt of payment from the Prime Contractor and/or Owner, less retainage. Subcontractor must, in turn and in the same manner, make progress payments to its subcontractors and suppliers. Final payment, constituting the unpaid balance of the Subcontract Price, shall be made only after: (a) proper and timely completion of the Work in accordance with the Contract Documents; (b) final acceptance of the Subcontractor's Work by the Owner and Prime Contractor; (c) Subcontractor's satisfaction of all bills, liens, claims and indebtedness connected with the Subcontractor's Work; (d) Subcontractor's execution of a final release and waiver; (e) delivery to Contractor of all required warranties, installation and operating manuals, spare parts, and other documentation as required for the Work; and (f) consent of surety if required. Acceptance of the final payment by the Subcontractor shall constitute a waiver of any and all claims by the Subcontractor against the Contractor, Owner, Prime Contractor, and Architect. Payment due and unpaid under this Agreement, not including amounts properly withheld by Contractor, will bear interest at the rate of one percent per month.

If Contractor has evidence of any bill, lien or claim arising out of the Subcontractor's Work that may not be paid by Subcontractor, Contractor shall have the right but not the obligation to retain out of any payment then due, or thereafter to become due to Subcontractor, an amount sufficient to completely indemnify the Contractor and Owner against such invoice, bill, lien or claim. If Subcontractor has not resolved such bill, lien or claim within five (5) days of notice to the Subcontractor, Contractor shall have the right to satisfy such bill, lien or claim out of funds due to the Subcontractor and deduct the payment from any amount due to Subcontractor. If no such funds are available, the Subcontractor shall reimburse Contractor for all monies paid to discharge such bill, claim or lien. If any sub-contractor, laborer, or material supplier for or through Subcontractor files a mechanic's or materialman's lien or claim against the Project or property on which the Project is located, Subcontractor agrees to satisfy, remove, or discharge such liens or claims at its own expense by bond, payment or otherwise within fifteen (15) days of the date of the filing thereof. If Subcontractor shall fail to do so, Contractor shall have the right, in addition to all other rights and remedies provided by the Contract Documents or by law, to satisfy, remove, or discharge such liens or claims by whatever means Contractor chooses at the entire expense of Subcontractor, including legal costs and attorney's fees.

4. TIME FOR PERFORMANCE. Time of performance is of the essence of this Subcontract. Subcontractor shall complete its Work within the stated Time for Completion. Subcontractor shall perform all Work in a timely manner so as not to delay Contractor, the Project, or the work of other subcontractors and contractors at the Project. Subcontractor shall follow the progress of the Project, coordinate its work with the other subcontractors, commence work when notified, and keep up with the general progress of the Project. Subcontractor shall be responsible for all damages caused by its delay, including but not limited to liquidated damages assessed against Contractor which are attributable, in whole or in part, to Subcontractor's actions, omissions, negligence or performance. It is understood and agreed that the scheduling and sequencing of the work is an exclusive right of Contractor and that Contractor may reschedule or re-sequence Subcontractor's Work as the Project requires without any additional cost or expense to be paid to Subcontractor. Contractor may, in its sole discretion, require certain parts of the Work to be prosecuted in preference to others.

5. WARRANTY. In addition to all other warranties set forth in the Subcontract or imposed by applicable law, Subcontractor warrants to Owner, Contractor, and Prime Contractor that all Subcontractor warrants all goods and services delivered hereunder to be new and free from defects in material or workmanship and that its Work will be performed in strict conformity with the requirements of the Contract Documents. Subcontractor shall promptly correct work that is defective or fails to conform to the Contract Documents' requirements, whether it receives notice before the effective Substantial Completion date, or within the period of one year thereafter, or within the time period that Contractor is obligated to correct work under the Prime Contract and/or its agreement with the Owner, or within the time period as additionally defined by the contract documents or specifications - whichever of these time periods is longer. This warranty survives termination of the Subcontract agreement and shall only be extinguished by limitation periods imposed by applicable law and shall not be limited by any other provisions contained in this Subcontract.

6. SUBCONTRACTOR'S RESPONSIBILITIES. Subcontractor shall adequately furnish and secure all labor, supervision, materials, taxes, services, equipment, tools, material storage, permits, licenses and inspections, insurance, shop drawings, submittals, and safety equipment and measures necessary to provide complete, fully functional and finished Work as required by the Contract Documents. Subcontractor shall comply with all requirements of the Prime Contract and/or Owner Contract that relate to Subcontractor's Work. Subcontractor shall comply with all applicable laws, statutes, ordinances, rules and regulations relating to the performance of Subcontractor's Work, including but not limited to immigration, environmental, tax, social security, unemployment, insurance, safety and workers' compensation requirements, and state or federal prevailing wage law. Subcontractor shall protect the work of others and property at or adjacent to the Project from damage caused by Subcontractor's operation and shall be

responsible to immediately correct and repair any damage, at its cost, should any occur. The Subcontractor is responsible for the security of its tools, equipment, and materials at the work site. Subcontractor shall not assign the Work of this Subcontract or subcontract all or portions of this Subcontract without Contractor's written consent. Subcontractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. Contractor shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, Subcontractor's records and accounts relating to this Subcontract. Subcontractor shall preserve these records for at least three years after final payment.

7. SAFETY AND CLEANUP; HAZARDOUS MATERIALS. Subcontractor is fully responsible for, and shall ensure, the safety of persons and property in connection with its work and that of its sub-tier contractors. Subcontractor shall not create or allow, and shall promptly report to Contractor and be fully responsible for, any unsafe conditions relating to its work and shall comply with all applicable safety laws, regulations, and ordinances. Subcontractor agrees to comply with the safety requirements and protocols stated in Contractor's companywide safety programs, including without limitation, *Contractor's Safety Manual*. Subcontractor further agrees to comply with the Project's site specific safety program. Complete copies of safety program documentation are available for review and inspection by the Subcontractor at all reasonable times at Contractor's office as well as the Project jobsite. Subcontractor agrees to comply with all safety requirements and protocols established by the Owner or General Contractor for the Project. Subcontractor also agrees to prepare for, attend and participate in all Project programs and meetings addressing safety issues, including orientations sessions, tool box safety training meetings, compliance reviews and jobsite inspections by Contractor's Safety Inspector. Subcontractor's safety performance and adherence to the Contractor's safety program will be monitored throughout the course of this project. Unsafe performance and/or lack of adherence to the safety program can result in immediate action by Contractor, Prime Contractor or Owner which may include but is not limited to removal of Subcontractor's personnel, cessation of Subcontractor's work, suspension of payment, and termination of Subcontractor. Subcontractor's safety performance on the Project will be considered in future project awards to Subcontractor. Subcontractor shall continuously keep its work areas free, clean, and neat of all waste materials and trash created through its work. Subcontractor shall remove daily from its work location all waste materials, trash, tools, equipment, surplus materials. Subcontractor will reimburse Contractor for any expenses incurred to keep the job clean and clear of all debris and rubbish resulting from Subcontractor's failure to comply with this section, including any reasonable portion of costs allocated by Contractor for clean-up.

Subcontractor shall comply with all requirements of any state or federal laws, including: maintaining where designated by Contractor, a copy of all Material Safety Data Sheets (MSDS) for each Hazardous Material, and having a copy of same available for its employees; providing required training of its employees pursuant to such laws; submitting a copy of its written Hazard Communication Program to Contractor; and properly labeling all containers of Hazardous Materials that are brought on the job site or used in the performance of this Subcontract. The Prime Contractor or Owner has express authority and responsibility to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials or other Hazardous Materials. Subcontractor is fully responsible for all Hazardous Materials that it creates or releases in connection with, or brings to, the Project. Subcontractor shall immediately report to Contractor any Hazardous Materials which it discovers or which are released at the Project. Hazardous Material means asbestos; asbestos containing material; lead (including lead-based paint); PCB; molds; any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law; and any other chemical, material, or substance that may have adverse effects on human health or the environment.

8. MODIFICATIONS AND CHANGE ORDERS. This Subcontract may be modified only by a formal written change order signed by Subcontractor and Contractor's project manager, corporate officer, or other authorized representative for the Contractor. If any change causes a direct increase or decrease in the amount of the Work or the Time for Completion, an equitable adjustment shall be made to the Subcontract Price and/or Time for Completion equivalent to the actual impact as determined by Contractor. If Contractor and Subcontractor do not mutually agree on a change order, Contractor shall issue a work order directing the additional work and any adjustment to the Subcontract Price or Time for Completion shall thereafter be determined by Contractor. Subcontractor shall submit in writing any impact to the Subcontract Price or Time for Completion due to a request for change proposal or work order from Contractor within 14 days of receipt unless requested sooner by the Contractor. Subcontractor's failure to timely submit this information shall be a waiver of its right to later seek an adjustment to the Subcontract Price or Time for Completion as a result of a change order proposal or work order from Contractor. Subcontractor will have no claim for additional time arising from change orders unless expressly authorized under Section 8 of this Subcontract. In no event shall the overhead or profit charged by Subcontractor exceed a combined total of 15% for any adjustments to the Subcontract Price. Agreement on any change order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the change order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Price and Time for Completion.

9. DELAYS, INTERRUPTIONS. Should the Subcontractor's Work be delayed, hindered, re-sequenced, interfered with, or otherwise disrupted in any way by the act or omission of the Contractor, Prime Contractor, or Owner or by any other contractor or subcontractor on the Project, or by any cause beyond the Subcontractor's control and not due to any fault, act, or omission on Subcontractor's part, then the Time for Completion shall be extended for a period equivalent to the reasonable time impact, as determined by the Contractor. Such extension of time shall be the Subcontractor's sole and exclusive remedy for any such occurrence or occurrences and the Subcontractor shall have no claim for damages against the Contractor for any such occurrence or occurrences or the cumulative impact of such occurrences. Subcontractor shall not be entitled to any resulting increase in the Subcontract Price or additional compensation, damages, time extension, except to the extent that the Prime Contract entitles the Contractor to compensation from Owner for such delays, and only to the extent and amount which Contractor shall actually recover from Owner on behalf of Subcontractor. Subcontractor waives and releases any compensation for delays, whether direct, indirect, cumulative or consequential.

10. CONTRACTOR'S REMEDIES; DISPUTE RESOLUTION. If the Subcontractor defaults or neglects to carry out the Work in accordance with this Subcontract and fails within three working days after receipt of written notice from the Contractor to correct such default, neglect, or delay with diligence and promptness, the Contractor may, without prejudice to any other remedy, terminate the Work of the Subcontract, in whole or in part, and/or make good such deficiencies and deduct the reasonable cost thereof from the payments then or thereafter due Subcontractor. Subcontractor acknowledges that any liquidated damages that are assessed against Contractor as a result of Subcontractor's actions or omissions may be only a portion of the total damages incurred by Contractor and which Contractor may assess against Subcontractor. In addition to liquidated damages, Subcontractor shall be liable for all actual damages incurred by Contractor arising in whole or in part from the actions or omissions of Subcontractor or any person or entity for whose actions and omissions the Subcontractor may be liable.

Contractor may at any time, without notice to surety or sureties, terminate this Subcontract, or any portion thereof, for the convenience of the Contractor. In the event of a termination for convenience and provided the Subcontractor is not in default, Subcontractor shall receive, as its entire and sole compensation, its actual, necessary, and reasonable costs of performing the Work through the date of termination, but in no event shall such amounts paid exceed the total Subcontract Sum.

Disputes arising out of this Agreement shall be resolved in the Circuit Court of Henrico County, Virginia. Contractor also has the right, in its sole discretion, to proceed with arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in lieu of court proceedings and to require Subcontractor to proceed with any disputes in arbitration. In the event Contractor substantially prevails in any litigation or arbitration with Subcontractor, Subcontractor shall pay Contractor its total incurred attorney's fees, witness fees (including expert witnesses), and all other costs incurred as a result of the dispute. Subcontractor hereby waives its right to a jury trial in any litigation proceeding.

11. INDEMNIFICATION. To the fullest extent permitted by law, the Subcontractor agrees to indemnify and defend Contractor, Prime Contractor and Owner against, and to hold Contractor, Prime Contractor and Owner harmless from, any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, costs and expenses (including attorney's fees, expert witness costs and disbursements actually incurred) arising directly or indirectly, in whole or in part, from the actions, omissions, or performance of Subcontractor (including its officers, directors, agents, employees, sub-subcontractors, temporary workers, anyone hired by Subcontractor, and anyone for whose acts Subcontractor may be liable), regardless of whether such action, omission or performance was within or beyond the scope of their duties or authority. In addition, Subcontractor shall indemnify Contractor, General Contractor and Owner for any cost or expense arising or resulting from Subcontractor's failure to comply with laws or regulations applicable to its Work, including but not limited to the Fair Labor Standards Act, minimum wage laws, appropriate Davis Bacon Act or applicable prevailing wage requirements, and unpaid wages acts. This provision shall survive any termination or conclusion of this Subcontract.

12. INSURANCE. Prior to starting Work, Subcontractor will provide a certificate of insurance that corresponds, at a minimum, to insurance evidenced in the Sample Certificate of Insurance, and, if requested by Contractor, applicable policy endorsements and certified copies of insurance policies. All policies will be written through a company authorized to transact that class of business in the state of the Project, will be with insurers acceptable to the Contractor with an A.M. Best rating of A- or better, and will be primary and non-contributory to any other insurance maintained by Contractor, Prime Contractor, and/or the Owner, and any other additional insureds. Subcontractor will maintain all insurance for no less than one year after completion of the Work and for a period equal to any applicable statute of repose in the case of products-completed operations coverage. Subcontractor shall not self-insure any portion of its coverage responsibilities. Limits and terms shown are the minimum acceptable and in no way limit available coverage under policies maintained by Subcontractor. Failure to obtain and maintain the required insurance coverage shall be deemed to be sufficient cause for termination of this Subcontract for default. Subcontractor will provide thirty (30) days written notice to the Contractor prior to expiration or cancellation of any insurance. Coverage shall not have any self-insured retention unless otherwise agreed to in writing by the Contractor, in its sole discretion, and Subcontractor shall be fully responsible for payment of any deductible and/or self-insured retention.

Commercial General Liability policies shall be written on an occurrence basis, provide defense costs paid in addition to policy limits, provide that limits apply per project, and contain a severability of interest or separation of insureds provision. Coverage shall be at least as broad as coverage provided by the standard ISO CGL 1996 policy form, including but not limited to, coverage for broad form property damage, on-going and completed operations, bodily injury, premises operations, blanket contractual liability, independent contractor's liability, explosion, collapse and underground hazards, personal injury, products liability, and advertising injury. Coverage shall contain no exclusions for cross-liability or cross suits, soils or earth movement, or residential construction (if applicable to the Project). Coverage shall include the Contractor, Prime Contractor, Owner, and other entities as may be required as additional insureds with endorsements at least as broad as ISO Form CG2010 11/85, CG2026 11/85, or equivalent. The additional insured coverage shall not require a party to be in privity with Subcontractor in order to be an additional insured.

Subcontractor, for itself and on behalf of its insurers, waives claims as to, and releases Contractor, its surety, Prime Contractor, Owner, and other additional insureds from liability for loss or damage covered by Subcontractor's policies of insurance, or liabilities or losses that are required to be covered by insurance under this Subcontract. Subcontractor will obtain any waiver of subrogation right that its insurers may hold or acquire against Contractor, Prime Contractor, Owner, or any additional insureds by virtue of payment of a loss covered by such insurance. To the extent permitted by applicable law, Subcontractor waives all rights of its carrier to any statutory workers compensation liens.

Subcontractor will require insurance coverage from lower tier subcontractors identical to that required of Subcontractor.

Subcontractor shall be solely responsible for any loss or damage to their personal property including property or materials created or provided under this Subcontract until installed at the Project and their tools and equipment, scaffolding, and temporary structures.

Subcontractor's property insurance policy(ies) shall contain a waiver of subrogation in favor of Contractor, Prime Contractor Owner, and any other additional insureds.

13. GENERAL. This Subcontract constitutes the entire understanding and agreement between the parties and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between the parties concerning the Subcontractor's Work. Any proposal or quote provided by a Subcontractor that is referenced during award is not treated as the scope of work required to be completed by the Subcontractor. The Subcontractor should reference the Contract Documents for the scope of work required to be completed for the project referenced in this contract, not the Subcontractor's proposal.

14. EQUAL OPPORTUNITY CLAUSE. This Subcontract is subject to the provisions contained in Executive Order #11246 and any subsequent or related regulations regarding equal opportunity of employment. Further, the affirmative action clauses set forth in 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) relating to qualified protected veterans and individuals with disabilities are incorporated herein by specific reference. "This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities."

15. WAGE AND BENEFIT PAYMENTS. All workers employed by Subcontractor or by its subcontractors shall be paid by their employers all wages and benefits to which they are entitled in accordance with applicable law. Subcontractor and its lower tier subcontractors agree that Contractor is entitled to monitor compliance with this policy and reserves the right to require certification and proof of payment of employee wages and benefits as necessary to verify compliance with applicable laws. False certifications or failure to comply with applicable laws pertaining to payment of wages and benefits may result in termination and/or other penalties.

16. ADDENDA. Subcontractor shall comply with the requirements of this agreement as well as the obligations defined in Addenda attachments to this Subcontract.

Addendum 1	Partial Release and Lien Waiver, if applicable
Addendum 2	Final Release and Lien Waiver
Addendum 3	Additional Trade Specific Requirements, if applicable
Addendum 4	Subcontractor's Daily Report
Addendum 5	Subcontractor Safety Requirements
Addendum 6	Davis Bacon Prevailing Wage Rates, if applicable to the project
Addendum 7	Small Business Size Self-Certification, if applicable
Addendum 8	Subcontract Orientation, If Applicable



SAMPLE CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
xx/xx/xxxx

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency XYZ	CONTACT NAME: PHONE (A/C No. Ext): XXX-XXX-XXXX FAX (A/C No.): XXX-XXX-XXXX E-MAIL ADDRESS: ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Insurance Company A</td> <td>12345</td> </tr> <tr> <td>INSURER B : Insurance Company B</td> <td>23456</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Insurance Company A	12345	INSURER B : Insurance Company B	23456	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B : Insurance Company B	23456														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Subcontractor name and address (name must match Subcontractor name on Subcontract. If parent company is Insured, list subsidiary subcontract name in Description)															

COVERAGES CERTIFICATE NUMBER: 1424852479 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XXXXXXXX	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE \$1,000,000 EXCESS TO OWNERS PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	XXXXXXXX	xx/xx/xxxx	xx/xx/xxxx	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$	Y	Y	XXXXXXXX	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XXXXXXXX	xx/xx/xxxx	xx/xx/xxxx	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ColonialWebb Contractors Company, Prime Contractor, Owner, and others as required are included as additional insureds with respects to general and excess liability on a primary, non-contributory basis. Waivers of subrogation apply in favor of the additional insureds.
 **Additional coverage required as necessary:
 - If Work involves any risk of pollution liability, Subcontractor must also evidence no less than \$2,000,000 Pollution Liability insurance, without any mold exclusion. Such coverage shall include Contractor, Prime Contractor, Owner, and others as required as additional insureds.
 - If Work involves professional services, Subcontractor must also evidence no less than \$1,000,000 Professional Liability insurance. The Professional Liability insurance shall provide coverage for no less than three (3) years from final acceptance of the Project by Owner. Such work includes but is not limited to design assist, architectural services, engineering, and design/build.
 - Should Work involve the moving, lifting, lowering, rigging, or hoisting of property or equipment, Subcontractor shall carry Rigger's Liability insurance with Contractor, Prime Contractor, Owner, and others as required included as additional insureds.

CERTIFICATE HOLDER ColonialWebb Contractors Company 1920 E. Parham Road Richmond, VA 23228	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**ADDENDUM NUMBER 1:
PARTIAL RELEASE AND LIEN WAIVER**

Project: _____ Owner: _____

Subcontractor/Supplier: _____

As an inducement and in consideration of the payment to the undersigned of _____

_____ by **ColonialWebb Contractors Company**, the undersigned represents as follows:

TOTAL AMOUNT OF SUBCONTRACTOR/PURCHASE ORDER:	\$ _____
TOTAL WORK IN PLACE AND/OR MATERIALS STORED:	\$ _____
LESS _____ RETAINED:	\$ _____
NET AMOUNT EARNED:	\$ _____
AMOUNT OF PREVIOUS PAYMENTS:	\$ _____
AMOUNT DUE THIS PAYMENT:	\$ _____

1. Upon Payment of _____, the undersigned acknowledges it has been paid in full (except for retainage) for all labor/material/equipment supplied to date to the Project.
2. The undersigned waives and releases all claims, mechanic's liens rights or causes of action which the undersigned may now or hereafter have against **ColonialWebb Contractors Company**, its bonding company, the General Contractor, the Owner and the Project in connection with providing labor/material/equipment to date to the Project.
3. The undersigned warrants that all laborers and subcontractors employed by it and all suppliers or materialmen from which it has acquired materials incorporated into the Project have been paid in full or will be paid in full from **ColonialWebb Contractors Company's** payment of _____ and that none of such laborers, subcontractors, suppliers or materialmen will have any claim, demand or lien rights (including mechanic's liens) against the Project, **ColonialWebb Contractors Company**, the General Contractor or the Owner. The undersigned agrees to defend, indemnify and hold harmless **ColonialWebb Contractors Company**, the General Contractor and the Owner against any and all loss, damage, claim, cost and/or expense (including attorneys' fees) incurred as a result of the undersigned's failure to pay for labor, material and equipment supplied to date to the Project.

The undersigned represents and warrants that Subcontractor has paid its employees all wages due for the period during which the wages are claimed for the work performed on the Project and to Subcontractor's knowledge all sub-subcontractors and suppliers below the Subcontractor, regardless of tier, have similarly paid their employees all such wages.

State of Virginia
City/County of _____

Subcontractor:

(Signature)

(Title)

The foregoing was acknowledged before me this _____ day of _____, 20____, by _____ of [company name], in its capacity as _____.

Notary Public: _____ My commission expires: _____

Please return this completed form to: AP@colonialwebb.com to ensure prompt payment.



ADDENDUM NUMBER 2:

FINAL RELEASE AND WAIVER

For and in consideration of the payment of \$ _____ and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned does hereby waive, release, and relinquish any and all rights, claims for payment, demands, liens and the like whether arising at law, under a contract or otherwise, which the undersigned has now, may have had or may have in the future arising out of the performance of its work pursuant to a subcontract, job order or purchase order with **ColonialWebb Contractors Company** in connection with the construction of _____ (the "Project").

The undersigned further represents that all of its obligations, legal or otherwise, related to or arising out of its work on the Project have been fully paid or satisfied (for sums previously due) or will be paid (for current sums due) from the payment noted above.

The undersigned does hereby acknowledge, represent, warrant, and certify that any and all wages and benefits due to employees or contractors, including, but not limited to: amounts due under the Fair Labor Standards Act, minimum wage laws, and in accordance with the appropriate Davis Bacon Act or applicable prevailing wage requirements; withholdings; sales and other taxes; license fees; union benefits; insurance premiums and any other amount required by law or agreement to be paid in connection with labor, materials, and equipment for the Project, have been paid in full by Subcontractor and, to the best of the undersigned's knowledge, by each of its sub-subcontractors and suppliers. Further, wage payment records are being preserved, will be made available to the DOLI upon request, and reflect the actual hours worked and the amount paid to its workers for work performed on the Project.

The undersigned does hereby agree to indemnify and hold harmless **ColonialWebb Contractors Company**, its surety, if any, the Project Owner, the Project General Contractor, and others claiming by or through any of them, for any and all claims, damages, losses, expense, and the like, including any claim that the undersigned has not fully paid for all labor, material, and expenses, worker misclassification claims or other costs or claims, incurred or arising in connection with its work on the project. The undersigned recognizes that he/she may be personally liable for fraud and any damages ColonialWebb Contractors Company may incur if these representations and warranties are not accurate.

The undersigned further represents that he or she is duly authorized to execute this waiver, that no additional sums are or will be claimed in connection with Work at the Project, and that neither the undersigned nor any laborers, subcontractors or suppliers is entitled to or will assert a claim or lien against the Project premises or **ColonialWebb Contractors Company**.

For the purposes of this waiver, the term **ColonialWebb Contractors Company** shall be deemed to mean and refer to the corporation and its agents, representatives, employees, and all those acting on their behalf.

In witness whereof, on behalf of the undersigned with full authority, I have executed this instrument under seal this, the ____ day of _____, 2023.

State of Virginia
City/County of

Subcontractor:

(Company Name)

(Signature of authorized officer)

(Title)

The foregoing was acknowledged before me this ____ day of _____, 2023, by _____ of [company name], in its capacity as _____.

Notary Public: _____ My commission expires: _____

Please return this completed form to: AP@colonialwebb.com to ensure prompt payment.



**ADDENDUM NUMBER 4:
SUBCONTRACTOR'S DAILY REPORT**

SUBCONTRACTOR: _____

PROJECT: _____ DATE: _____

JOB NAME: _____ JOB NO.: _____

DESCRIPTION OF WORK AND AREAS WORKING:

LABOR ON SITE TODAY:

<i>Employee</i>	<i>Trade</i>	<i>Activity</i>	<i>RT Hours</i>	<i>OT Hours</i>

Totals: SUPER. _____ MECHANICS _____ APPRENTICES _____
 FOREMAN _____ LABORERS _____ OTHER _____

MATERIAL AND SUPPLIES DELIVERED TODAY:

EQUIPMENT IN USE TODAY:

<i>Equipment Item</i>	<i>QTY</i>	<i>Time In</i>	<i>Time Out</i>	<i>Out of Service</i>

NOTES AND REMARKS (ACCIDENTS, PROBLEMS, DELAYS, ETC.):

SIGNED: _____ REVIEWED: _____
 Subcontractor Superintendent or Foreman ColonialWebb Superintendent



ADDENDUM NUMBER 5: Subcontractor Safety Requirements

1. Subcontractors shall:

- a. Comply with all applicable ColonialWebb Contractors, CM/GC/Owner, state, and federal health, safety, and environmental regulations.
- b. Review and implement the safety requirements in the ColonialWebb Contractors safety program and the CM/GC/Owner safety procedures and raise potential issues with implementation prior to starting work.
- c. Follow the more stringent standard when there are safety requirements that may exceed OSHA standards or these safety procedures.
- d. Immediately report any injury, illness, incident, or close call to the immediate ColonialWebb Superintendent or Safety Representative. Refer to the ColonialWebb Contractors Incident Reporting and Investigation Addendum which can be provided by a ColonialWebb Contractors Safety Representative
- e. Maintain injury and illness records, as required by OSHA.
- f. Maintain a hazard communication program for all chemicals used on the project.
- g. Ensure that lower tier Subcontractors review and implement these safety requirements.
- h. Ensure that all employees sent to a project have received general safety and health training. General safety and health training include basic training on general topics such as PPE, SDS, basic fall protection, and hazard recognition.
- i. Identify the tasks its employees will be expected to perform and provide:
 - i. Any PPE that will be necessary to perform those tasks.
 - ii. Task-specific safety training necessary to meet OSHA requirements to be a competent, qualified, authorized, or certified employee.
 - iii. Project-specific safety and health training, and project orientation.
- j. Appoint a project safety representative to attend regular ColonialWebb Contractors safety meetings and support implementation of the rules listed, as well as other safety rules determined by ColonialWebb Contractors to be necessary for the safe completion of the project.
 - i. Subcontractor shall provide additional project safety personnel based on the stated contractual requirements of the CM/GC/Owner.
 - ii. Subcontractor shall provide safety personnel necessary to implement their safety program.
 - iii. ColonialWebb Contractors shall determine appropriate qualifications for Subcontractor safety personnel, based on project demands and reserve the right to interview candidates.
- k. Subcontractors unable to meet the minimum safety requirements may submit a written safety enhancement program designed to improve safety performance. If approved, the safety enhancement plan shall become part of the Subcontractor's project safety plan.

2. ColonialWebb Contractors shall:

- a. Ensure subcontractor, Superintendent, or Safety Representative is trained on ColonialWebb Contractors safety rules and programs, PPE utilization, exposure monitoring, and medical surveillance.
- b. Conduct project safety inspections and suspend work until safety violations are corrected.
- c. Maintain an effective OSHA compliance and audit program in order to detect and correct violations.
- d. Require prompt incident investigations as in the ColonialWebb Contractors Incident Reporting & Investigation Addendum, which can be provided by a ColonialWebb Contractors Safety Representative
- e. Designate Subcontractors and require them to observe all safety rules and regulations.