



## SUBCONTRACTOR PREQUALIFICATION PACKAGE

**Subcontractor Name:** \_\_\_\_\_

**Type of Prequalification (check one):**

☐ **General**

☐ **Project Specific (Name):** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

### DOCUMENTS ARE REQUIRED PRIOR TO THE AWARD OF CONTRACT

Please forward a completed prequalification package to [acct@foushee.com](mailto:acct@foushee.com), and verify that the following are included in your response:

- Vendor Questionnaire (attached)
- Vendor Contact List (attached)
- Form W-9 (attached)
- Letter of Authorization (sample attached)
- Safety Questionnaire (attached)
- Insurance Addendum listing specific Insurance Requirements (attached)
  - Include a sample Insurance Certificate
- **Contractor Score Certification – This is a confidential credit score that is required.** To obtain your Certificate visit [www.contractorscore.net](http://www.contractorscore.net). You will be issued a Certificate that can be used with any contractor or vendor. The Certificate is sent to you directly. Please forward a copy to us once received.

The undersigned company Officer hereby warrants that the information contained herein is complete, true, accurate and current as of the date submitted. Since this information will be used in our selection process, any errors, inaccuracies or exclusions may be grounds for disqualification of your proposal(s) and/or breach of awarded contract(s).

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

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_



TO EXPEDITE YOUR CONTRACT  
PLEASE RETURN ASAP

### NEW VENDOR QUESTIONNAIRE

In order to process your **SUBCONTRACT/PURCHASE ORDER**, we need further information about your company. Kindly fill in the following requested information and return by email to [acct@foushee.com](mailto:acct@foushee.com) or by fax to **425-746-3737** as soon as possible. Thank you for your assistance.

**Company Name** *(please show legal company name, such as incorporated or limited partnership, etc.)*

**Address** *(PO Box if applicable)*

**City/State/Zip**

**Payment Address** *(if different)*

**City/State/Zip**

**Email Address**

**Accounting Contact**

**Title**

**Phone Number**

**Fax Number**

**Accounting Phone** *(if different)*

**Accounting Fax** *(if different)*

Please select one: ☐ Corporation ☐ LLC ☐ Partnership ☐ Other

Contractor's Registration No: \_\_\_\_\_

UBI Number *(Resale)*: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

*(for individuals and sole proprietors, this is your Social Security Number)*

Payment Terms *(select one)*: ☐ No Discount ☐ 1% ☐ 2% ☐ 3% ☐ Other \_\_\_\_\_

*(Payment is made in the month following the billed month – 25<sup>th</sup> for non-discounts & 10<sup>th</sup> for discounts)*

☐ Union or ☐ Non-Union

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

#### OFFICE USE ONLY:

Vendor should be set up at:

- 1) ☐ Subcontract
- 2) ☐ Purchase Order
- 3) ☐ Other: *(specify)* \_\_\_\_\_





## VENDOR CONTACTS

### Estimating (for bid invitation e-mails):

NAME	E-MAIL	DIRECT PHONE	CELL
MAIN ESTIMATING CONTACT	E-MAIL	DIRECT PHONE	CELL

### Project Managers:

NAME	E-MAIL	DIRECT PHONE	CELL

### Additional Accounting Contacts:

TITLE	NAME	EMAIL	DIRECT PHONE
GENERAL ACCT CONTACTS:			
LIABILITY INSURANCE:			
RETENTION / LIEN RELEASE:			

## LETTER OF AUTHORIZATION

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Foush  e and Associates Company, Inc. requires that Contracts, Change Orders, Lien Releases, and Subcontractor Application for Payment forms be signed by a corporate officer, partner, or owner of the company.

If any individual is to sign on behalf of your company who is not an owner or officer, Foush  e must have a Letter of Authorization on file for that individual.

When completing this form, or a form of your own, please verify the following:

1. The form is on company letterhead.
2. It is signed by an owner or officer of the company.
3. The individual's signature, as well as the title and name, are on the document.

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To Whom it May Concern:

The individual(s) listed below is authorized to sign the following documents on behalf of:

\_\_\_\_\_ (company name)

Please select all that apply:    ☐ Contracts    ☐ Change Orders    ☐ Payment Applications    ☐ Lien Releases

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

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

Signature: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Corporate Officer, Partner or Owner

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



STATE OF  
WASHINGTON

# RESELLER PERMIT

Washington State Department of Revenue  
PO Box 47476 • Olympia, WA 98504-7476 • 1-800-647-7706

**Issued to:**

600-259-643  
FOUSHEE AND ASSOCIATES COMPANY, INC.  
FOUSHEE AND ASSOCIATES CO  
PO BOX 3767  
BELLEVUE, WA 98009-3767

**Permit Number:** A16395325

**Effective Date:** Jan-01-2024

**Expiration Date:** Dec-31-2025

**Business Activities:**

Industrial Building Construction  
New Single-Family Housing Construction (except For-Sale Builders)

**This permit can be used to purchase:**

- Merchandise and inventory for resale without intervening use
- Ingredients, components, or chemicals used in processing new articles of tangible personal property produced for sale
- Feed, seed, seedlings, fertilizer and spray materials by a farmer
- Materials and contract labor for retail/wholesale construction
- Items for dual purposes (see Purchases for Dual Purposes on back)

**This permit cannot be used to purchase:**

- Items for personal or household use
- Promotional items or gifts
- Items used in your business that are not resold, such as office supplies, equipment, tools, and equipment rentals
- Materials and contract labor for public road construction or U.S. government contracting (see Definitions on back)
- Materials and contract labor for speculative building

**This permit is no longer valid if the business is closed.**

**The business named on this permit acknowledges:**

- It is solely responsible for all purchases made under this permit
- Misuse of the permit:
  - Subjects the business to a penalty of 50 percent of the tax due, in addition to the tax, interest, and penalties imposed (RCW 82.32.291)
  - May result in this permit being revoked

**Notes (optional):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Important:** The Department of Revenue may use information from sellers to verify all purchases made with this permit were qualified.



## SUBCONTRACTOR'S SAFETY QUESTIONNAIRE

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

Date: \_\_\_\_\_

1. Please list your firm's Worker's Compensation Modification rates for the three (3) most recent years:

20      20      20

2. Please submit a copy of your most recent Department of Labor and Industries Worker's Compensation Rate Notice.

3. Please use your firm's most recent three (3) years OSHA 300 and 301A Logs to complete the following information.

	20	20	20
(a) Total recordable cases:	_____	_____	_____
(b) Cases Involving lost workdays:	_____	_____	_____
(c) Number of lost workdays:	_____	_____	_____
(d) Number of fatalities:	_____	_____	_____
(e) Total company hours reported:	_____	_____	_____

4. Please submit a copy of your written accident prevention program.

5. Do you maintain a written site specific safety plan covering your scope of work? Yes ☐ No ☐

*(i.e. fall protection, excavation and trenching, confined space entry)*

6. Do you have a safety orientation program for new hires? Yes ☐ No ☐

7. Do you conduct employee safety training? Yes ☐ No ☐

8. Do your supervisors have a current First Aid/CPR certification? Yes ☐ No ☐

9. Do you conduct, document and maintain weekly records of safety meetings? Yes ☐ No ☐  
Weekly ☐ Biweekly ☐ Monthly ☐

10. Do you use lower-tier subcontractors in the performance of your work? Yes ☐ No ☐

11. Do you require your lower-tier subcontractors to attend weekly safety meetings? Yes ☐ No ☐

12. Do you review and/or monitor your lower-tier subcontractor's safety meetings? Yes ☐ No ☐

13. Please list any DOSH/OSHA/MSHA serious, repeat, willful, or criminal citations, or violations under appeal your firm has had in the last three (3) years. Please describe in detail. List all incurred losses sustained in the last three (3) years pertaining to crane activities and describe in detail. Use additional pages if necessary.

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## SUBCONTRACTOR'S SAFETY QUESTIONNAIRE - PAGE 2

14. Do your lower-tier subcontractors have a written safety program and site specific safety plan? Yes ☐ No ☐

15. Do you conduct weekly project safety inspections? Yes ☐ No ☐

Who is responsible for conducting inspections?

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

16. Please describe your disciplinary action procedures that would be used when you detect a deficiency to include your lower-tier subcontractor's safety performance. Attach examples of written documents.

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17. Please list your company's safety personnel along with his/her experience.

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

Experience: \_\_\_\_\_

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

Experience: \_\_\_\_\_

18. Are you aware of Foushée's Liability insurance coverage requirements? Yes ☐ No ☐

If no, would you like to pre-qualify? Yes ☐ No ☐

If yes, do you have a current certificate of insurance on file with us? Yes ☐ No ☐

19. Do you have a written substance abuse program? If yes, please submit a copy. Yes ☐ No ☐

I do hereby agree to accept full responsibility for enforcing the provisions contained in the accident prevention manual submitted with this questionnaire, to comply with all applicable safety and health regulations pertaining to work performed in conjunction with this submittal for Foushée and Associates Company, Inc., including compliance with its Substance Abuse Program. I agree to promptly correct any unsafe condition identified in the place of employment.

Name of person completing this form: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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







## SUBCONTRACTOR LIABILITY INSURANCE CHECKLIST

*Please forward to your insurance contact. (full Insurance Addendum follows)*

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### CERTIFICATE OF INSURANCE

- ☐ **Certificate Holder:** Foushée and Associates Company, Inc.  
PO Box 3767  
Bellevue, WA 98009
- ☐ **Description of Operations:** "Foushée and Associates Company, Inc., Owner and all others as required by written contract are additional insured".

### COMMERCIAL GENERAL LIABILITY COVERAGE

- ☐ **Limits:**
  - Combined single limit each occurrence \$1M
  - Products and completed operations aggregate \$2M
  - General Aggregate (Per Project selected) \$2M
- ☐ **Endorsements:**
  - Additional insured status for both ongoing and completed operations.
    - CG 20 10 11 85 **or**
    - CG 20 10 10 01 **and** CG 20 37 10 01
  - Primary and Non-contributory
  - Waiver of Subrogation
  - "Additional Insured" and "Waiver of Subrogation" boxes must be checked

### AUTOMOBILE LIABILITY COVERAGE

- ☐ **Limits:**
  - Combined single limit each accident \$1M
  - Coverage will include owned, non-owned and hire automobiles, "Any Auto"
- ☐ **Endorsements:** (CA00 01 is acceptable for all)
  - Additional insured
  - Primary and Non-contributory
  - Waiver of Subrogation
  - "Additional Insured" and "Waiver of Subrogation" boxes must be checked

### UMBRELLA/EXCESS LIABILITY COVERAGE

- ☐ **Limits:**
  - Bodily Injury and Property Damage per Occurrence \$2M
  - Bodily Injury and Property Damage Aggregate \$2M
- ☐ **Endorsements:** ("follow form" statement is not acceptable, forms needed to confirm)
  - Additional insured
  - Primary and Non-contributory
  - Waiver of Subrogation
  - "Additional Insured" and "Waiver of Subrogation" boxes must be checked

#### POLLUTION LIABILITY COVERAGE

- ☐ **Limits:**
  - Per Occurrence \$1M
  - Aggregate \$2M
- ☐ **Endorsements:**
  - Additional insured
  - Primary and Non-contributory
  - Waiver of Subrogation
  - “Additional Insured” and “Waiver of Subrogation” boxes must be checked

#### PROFESSIONAL LIABILITY COVERAGE *(if providing design or design/build services)*

- ☐ **Limits:**
  - Per Claim \$1M
  - Aggregate \$2M
- ☐ **Endorsements:**
  - Waiver of Subrogation
  - “Waiver of Subrogation” box must be checked

#### OTHER COVERAGE REQUIREMENTS

- ☐ Worker’s Compensation – Employer’s Liability or Stop Gap \$1M



## Exhibit 1 Insurance Requirements

Prior to the commencement of Work, Subcontractor shall purchase and maintain such insurance as will protect it from the claims which may arise out of or result from Subcontractor's operations under this agreement, including any future changes or amendments to this agreement, whether such operations be by itself or by any sub-Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Limits shall be all the Insurance Coverage and/or limits carried by or available to the Subcontractor, the minimum limits as required herein or as required in the Prime Contract, whichever is greater: If Subcontractor maintains limits greater than the minimums required herein or that of the Prime Contract, such limits carried become what we require under this contract.

### A. COVERAGE

1. **Commercial General Liability** – Coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) form CG 00 01 (or its equivalent), written on an occurrence basis with policy limits of not less than:

**\$1,000,000 Each Occurrence**

**\$1,000,000 Personal & Advertising Injury**

**\$2,000,000 General Aggregate with Per Project General Aggregate Endorsement**

**\$2,000,000 Products/Completed Operations Aggregate**

The Commercial General policy

- a. Shall include coverage for the following:

- i. Bodily injury other than to employees of the insured
- ii. Indemnity arising out of injury to employees of the insured
- iii. Rendering or failure to render any professional services by you or on your behalf, that are part of ordinary means, methods, techniques, sequences and procedures employed by you in connection with your operations as a construction contractor
- iv. bodily injury or property damage arising out of ongoing and completed operations;
- v. Work in connection with construction or demolition work on or within 50 feet of a railroad (including any light rail, fixed rail, or other rail system), if applicable to the work;
- vi. Per Project General Aggregate Endorsement; and
- vii. Electronic Data Liability

- b. Shall not contain an exclusion or restriction of coverage for any of the following:

- i. Cross Suits applicable to Additional Insureds;
- ii. Removal or limitation to the "Damage To Your Work" performed by sub-Subcontractors on your behalf exclusion exception if the damaged work or the Work out of which the damage arises was performed on your behalf by a sub-Subcontractor;
- iii. Limitation or amendment to the definition of the "Insured Contract" of Contractual Liability coverage;
- iv. Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project;
- v. Roofing, if the Work involves roofing;
- vi. Exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces;
- vii. Claims related to earth subsidence or movement; and
- viii. Explosion, collapse, and underground hazards

2. **Business Auto Coverage** - Coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) form CA 00 01 or equivalent, written on an occurrence basis to apply to "any auto" or at a minimum "all owned, hired and non-owned autos", with policy limits of not less than:

**\$1,000,000 per accident, for bodily injury, death of any person, and property damage**

The Business Auto policy shall not contain an exclusion or restriction of coverage for any of the following:

- a. Any statutorily required automobile coverage;
- b. Discharge of pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto, if applicable to the Work; and
- c. Work in connection with construction or demolition work on or within 50 feet of a railroad (including any light rail, fixed rail, or other rail system), if applicable to the Work.

3. **Workers' Compensation and Employer's Liability and/or Stop Gap Liability** – All Subcontractors of every tier shall provide coverage for industrial injury to their employees (or leased / borrowed employees as applicable) in strict accordance with the provisions of the State or States in which project work is performed or where jurisdiction is deemed to be applicable. Workers' Compensation shall be provided in a statutory form on either a state or, where applicable, federal (U.S. Longshore & Harbor Workers Act, Maritime – Jones Act, etc.) basis as required in the applicable jurisdiction.

**Minimum Limits of Liability, not less than;**

**Workers Compensation: Statutory**

**Employers Liability:**

**\$1,000,000 Bodily Injury by Accident – Each Accident**

**\$1,000,000 Bodily Injury by Disease – Total Limit**

**\$1,000,000 Bodily Injury by Disease – Each Employee**

All Subcontractors are required to furnish Workers' Compensation Insurance, notwithstanding any statutory exemptions. This includes but is not limited to sole proprietors, partners, executive officers, and limited liability companies.

4. **Commercial Umbrella or Excess Liability Insurance** - Coverage shall be no less broad than that provided by the required Commercial General Liability, Business Auto and Employer's Liability shown above, written on an occurrence basis, with:

**Policy limits not less than:**

**\$2,000,000 Each Occurrence**

**\$2,000,000 Aggregate**

5. **Pollution Liability** - Subcontractor shall provide evidence of Pollution Liability; specifically including coverage for mold and covering all operations necessary or incidental to the fulfillment of all contract obligations hereunder. Such insurance shall provide coverage for bodily injury, property damage (including loss of use of damaged or undamaged property), clean-up costs, remediation obligations and their related costs, legal costs, defense costs, natural resource damage, transportation of pollutants on and off the project site, and non-owned disposal site liability if Subcontractor's scope of Work (or Subcontractor's consultants) includes any disposal of contaminated material or waste from its activities. Coverage shall

also extend to pollution conditions arising out of the Subcontractor's operations, including coverage for sudden/accidental and gradual release, and operations of any of its sub-Subcontractors or consultants. Such insurance shall provide coverage for wrongful acts, which may arise from all activities from the first point of Subcontractor engagement and shall continue for not less than 36 months after completion, or the period of time Subcontractor may be held legally liable for its Work, whichever is longer. The retro date (if any) of any such coverage shall be prior to the commencement of Subcontractors Work.

**Such insurance shall be in the amount of not less than:  
\$1,000,000 Per Claim or Occurrence and \$2,000,000 Aggregate**

**If Subcontractor's Work includes asbestos or lead abatement, such insurance shall be in an amount of:  
\$5,000,000 Per Claim or Occurrence and \$5,000,000 Aggregate.**

**6. Property Insurance**

- a. Contractors Equipment: Subcontractor shall provide property insurance on an "all risk" form, covering property owned, leased, rented, or hired by the Subcontractor and used on the Project site, including but not limited to scaffolding, contractors equipment, tools, and vehicles.
- b. Waiver of Subrogation: Owner, Contractor, and Subcontractor(s) waive all rights of subrogation for damages to the extent caused by property coverage required by Prime Contract.

**7. Other coverages:**

- a. **Professional Liability (Errors & Omissions)** - Subcontractor shall provide evidence of Professional Liability insurance covering claims that arise from the actual or alleged errors, omissions or acts of the Subcontractor or any entity for which the Subcontractor is legally responsible, for the provision of all professional services necessary or incidental to the fulfillment of all contract obligations hereunder.

**Such insurance shall be in an amount of not less than:  
\$1,000,000 Per Claim and \$2,000,000 Aggregate**

The policy shall be effective from the date of commencement of all professional services in connection with the fulfillment of all contract obligations hereunder. The retroactive date in the current and future policies shall be prior to the commencement of all professional services. Coverage shall be maintained for a period not less than 36 months or the period of time Subcontractor may be held legally liable for its Work, (whichever is longer) following the completion of the Work; or an extended reporting period of 36 months following completion of the Work shall be purchased.

Coverages shall not include any exclusion or other limitations related to scopes of services or project type or construction type, or delays in project completion and cost overruns. Subcontractor is required to provide notice to the Contractor if their Professional Liability limits are impaired by payments or reserves for claims or expenses in excess of 50% of the policy limit, regardless of whether such payments or reserves are related to work performed for this project.

The Subcontractor acknowledges and understands that the purchase and maintenance of this insurance shall not release the Subcontractor from its respective obligations or

liabilities in connection with this agreement or the Prime Contract. Furthermore, the Subcontractor is responsible for any losses, claims, and costs of any kind, which exceed the limits of liability or which may be outside the coverage scope of the policy.

- b. **Aircraft liability/UAV** – If Subcontractor (or its Subcontractors or suppliers, regardless of tier) use any owned, leased, chartered, or hired aircraft of any type or any unmanned aerial vehicle (drones) in the performance of this contract, they shall maintain Aircraft Liability including Passenger Liability as applicable. Coverage shall be on an occurrence basis and include bodily injury, property damage, personal & advertising injury and products/completed operations coverage with limits no less than:  
**\$1,000,000 Per Occurrence and \$2,000,000 in the Aggregate**
- c. **Riggers Liability** – If Subcontractor's Work involves moving, lifting, lowering, rigging, or hoisting of property or equipment, Subcontractor shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment with a policy limit equal to the maximum value of any one item in Subcontractor's care/custody/control.
- d. **Cyber Security Insurance** – Loss to the Contractor or Owner for data security and privacy breach including costs of investigating a potential or actual breach of confidential or private information with policy limits of not less than:  
**\$1,000,000 Per Claim and \$1,000,000 in the Aggregate**

## **B. OTHER PROVISIONS**

1. **Additional Insured:** To the fullest extent of coverage allowed under applicable law, the Subcontractor shall provide All Operations coverage with the following included as Additional Insured(s) including ongoing and products/completed operations coverage on General Liability, Automobile, Excess Liability, and Pollution insurance:

**Foushée and Associates Company, Inc., Project Owner and any other person or organization that you agree in a written contract or agreement to include as an Additional Insured.**

The additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. General Liability (ISO) forms CG 20 10 10/01 (or equivalent) and CG 20 37 10/01 (or equivalent), Auto CA 00 01 (or equivalent), and Umbrella/Excess Liability will be no less broad than underlying policies.

All required insurance shall apply as **primary and will not seek contribution** from any other insurance carried by such Additional Insured.

Additional Insured status shall be for all limits carried, not limited to the minimum acceptable as required herein.

General Liability and Umbrella/Excess Liability Additional Insured endorsements that contain comparative fault, vicarious liability or sole negligence limitations of the contractor / owner or any other party required by the contract, **will not be accepted**.

Contractor reserves the right, in its sole and subjective discretion, to reject any forms that are deemed not equivalent to what is required herein.

2. In the event where the General Liability, Automobile Liability, and/or Employer's Liability Limits cannot be met, Umbrella/Excess Liability may be used to meet the required limits. Coverage must be as broad as underlying policy forms and shall be Primary / Non-Contributory to insurance program(s) of Additional Insureds noted in B. 1. above.
3. To the fullest extent allowable by law, all insurance maintained by Subcontractor shall include a **waiver of rights of subrogation** of the insurers in favor of all parties required in B. 1. above.
4. All required insurance shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located and such insurance companies shall have an A.M. Best rating of A- VII or greater.
5. Should any of the described policies be cancelled before the expiration date thereof, Subcontractor shall immediately provide notice to Contractor within 3 business days of receiving notice of cancellation from the insurer.
6. Subcontractor should disclose and shall be fully and financially responsible for all deductibles, self-insured retentions, or the insolvency of any insurer and all costs and expenses of securing any collection of insurance proceeds arising out of or related to Subcontractor's Work or liability.
7. It is the Subcontractor's sole responsibility to require and monitor compliance and appropriate coverage and minimum limits as required herein for any liability coverages for all tiers of sub-Subcontractors. For any coverage required herein where the Subcontractor shall name Contractor, Owner, and any other parties as required herein as Additional Insured(s) the Subcontractor shall require sub-Subcontractors to include all upstream parties Additional Insured(s) as well.
8. The required insurance (including products/completed operations Additional Insured status on General Liability and Umbrella/Excess Liability) shall be maintained for a minimum of the applicable statute of repose, statute of limitations, or the amount of time you are legally liable, whichever is longer.
9. If Subcontractor fails to secure and/or pay the premiums for any of the policies of insurance required herein, or fails to maintain such insurance, Contractor may, in addition to any other rights it may have under this Agreement or at law or in equity, terminate this subcontract or secure such policies or policies of insurance for the account of Subcontractor and charge Subcontractor for the premiums paid therefore, or withhold the amount thereof from sums otherwise due from Contractor to Subcontractor. Neither the Contractor's rights to secure such policy or policies nor the securing thereof by Contractor shall constitute an undertaking by Contractor on behalf of or for the benefit of Subcontractor or others to determine or warrant that such policies are in effect.
10. In accordance with Article 11.1.4, Subcontractor shall provide certificates of insurance acceptable to Contractor evidencing compliance with the requirements herein at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Contractor or Owner's written request. An additional certificate evidencing continuation of coverage, including coverage for completed operations, shall be submitted with the final application for payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required. The policy forms or endorsements evidencing Additional Insured status, Primary/Non-Contributory

Coverage and Waiver of Subrogation or Transfer of Rights of Recovery must be attached to the certificate of insurance.

If requested by the Contractor, Subcontractor shall provide a full copy of any or all policies.

11. Contractor does not warrant or represent that such coverages and minimum limits as required herein are appropriate or adequate to protect Subcontractor. Neither Contractor's specification nor approval of the insurance in this document shall be construed to relieve Subcontractor from liability in excess of such limits. Acceptance of the certificates or endorsements by the Contractor shall not constitute a waiver of Subcontractor's obligations hereunder. Subcontractor may, at its expense, purchase larger coverage amounts. Contractor's access to the full breadth of limits and coverage under Subcontractor's insurance program will not be limited by the minimum requirements stated herein.