



1865 Rt 13
Cortland, NY 13045

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SUBCONTRACT AGREEMENT

This Agreement made this day, _____, by and between Adhan Piping Co. Inc. 1865 Rt. 13, Cortland, NY 13045 Hereinafter, called the Contractor, and _____ located at _____ Hereinafter called the Subcontractor. The Subcontractor acknowledges that it has reviewed and accepts all Contract Documents between the Owner and the Contractor.

THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

SECTION 1:

The Subcontractor agrees to furnish all Supervision, Labor, Tools, Equipment, Materials and Supplies necessary to perform, and to perform all work set forth in Section 2 hereof in connection with the construction of: _____, for the _____ hereafter called the Owner, in accordance with the terms and provisions of the Contract Documents between the Owner and the Contractor, including all General and Special Conditions, Drawings, Specifications, and other Documents forming or by reference made a part of the Contract between the Contractor and the Owner, all of which shall be considered part of this Subcontract by reference thereto.

SECTION 2 - SCOPE OF WORK:

The Subcontractor agrees to perform the described work included in the attached Proposal dated in Attachment E, per specifications and drawings for the project & must be adhered to per Contract Specifications. Subcontractors working on projects subject to Article 8 of the Labor Law must submit their certified payroll through NYSDOL's Certified Payroll system. Payrolls must be submitted at least every 30 days for the length of the project covered. Failure to submit the required certified payroll records may result in penalties of \$100/day. The subcontractor must provide copies of the certified payroll submission to NYSDOL and any applicable EEO workforce reporting requirements to Adhan Piping Co. Inc. with every payment application.

The project wage requirements are governed by the following PRC Contract Number:_____. Adhan Piping will give subcontractor five days' notice for any re-mobilization to continue progress and work at project site.

SECTION 3 - CONTRACT SUM:

The Contractor shall pay the Subcontractor in current funds for performance of the Work, subject to additions and deductions by Change Order as agreed upon or determined, as hereinafter provided, The Sum of:_____, adding or deducting any combination of alternate pricing. Retainage of 5% will be held until final payment. Contractor may release retainage early at its sole discretion upon milestones. Final Application for payment shall be accompanied by a copy of, "UNCONDITIONAL WAIVER AND RELEASE ON PARTIAL PAYMENT".

Contractor's obligation to pay Subcontractor is contingent upon Contractor's receipt of payment from the Owner for the corresponding work.

SECTION 4 - TIME OF COMMENCEMENT AND COMPLETION

The Subcontractor will commence and complete this work in accordance with the Contract Documents and Specifications and the Progress Schedules as set by the Owner, Architect, or Contractor. Time is of the essence of this Subcontract. No extension of time will be valid without the Contractor's written consent in advance after request is made by the Subcontractor in accordance with Section 9.4.

Subcontractor shall not be entitled to damages for delays caused by Owner, Contractor, or others; extensions of time are the sole remedy.

SECTION 5: Final Payment

Final payments shall be due when the work described in this Subcontract is fully completed and performed in accordance with the Contract Documents and is satisfactory to the Engineer/Architect. Such payment shall be in accordance with these contracts and project contract documents. Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all amounts due for labor, materials, and equipment have been paid, and all known indebtedness connected with the Subcontractor's work has been satisfied.

Subcontractor may submit a final invoice upon substantial completion, but payment is conditioned on full completion and lien-free status.

SECTION 6: Insurance

The Subcontractor shall procure and maintain at its own expense the Insurance set forth on Attachment to this Agreement.

The General liability Policy shall be endorsed to name the Contractor & Owner as an Additional Insured; the Additional Insured status must apply on a primary and non-contributory basis. If the General Liability policy is subject to an aggregate limit shall contain an aggregate limit per project or similar endorsement. The General Liability coverage, including Completed Operations coverage, will be maintained for one year, or longer if required by the Contract Documents, from the date of final acceptance of the Project by the Owner. AU policies will be written with Insurers admitted doing business in the State where the work is performed and be acceptable to the Contractor.

The Subcontractor shall require its subcontractors to carry all coverage's required by this Subcontract Agreement.

Prior to beginning the work, The Subcontractor must furnish a Certificate of Insurance to the Contractor as evidence that the above Insurance is in force. In the event of any cancellation, non-renewal, or reduction in coverage, the Subcontractor must give 30 days' notice of such change to the Contractor. The Contractor and Subcontractor waive all rights against each other and against the Owner and all other Subcontractors for damages caused by fire or other perils to the extent covered by Property Insurance provided under General Conditions, except such rights as they may have to the proceeds of such Insurance. Subcontractors require similar waivers from all Sub-Subcontractors.

SECTION 7 - Safety

Subcontractor hereby agrees to perform his work in compliance with the Federal Occupational Safety and Health Act and all State labor laws and regulations and, if for any reason due to the Subcontractors non-compliance with said laws and regulations, the Contractor is found in non-compliance and penalties are invoked, the Subcontractor will reimburse the Contractor the same.

Subcontractor assumes all liability for safety violations, including under NY Labor Law §§ 240/241.

Subcontractor shall submit daily safety reports to Contractor.

SECTION 8 - EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

In performing its work under this Agreement, the Subcontractor agrees not to discriminate against any employee or applicant for employment because of age, race, creed, color, sex, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of age, race, creed, color, sex or national origin. Such actions shall be taken with reference but not limited to: Recruitment, employment job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

SECTION 9 - SUBCONTRACTORS RESPONSIBILITIES

9.1 The Subcontractor shall be bound to the Contractor by the terms of this Agreement and of The Contract Documents between the owner and Contractor, and shall assume toward the contractor all the obligations and responsibilities which the Contractor, by those Documents, assumes toward the owner, and shall have the benefit of all rights, remedies and redress against the Contractor which the Contractor, by those Documents has against the owner, insofar as applicable to this Subcontract, and the Subcontractor shall Indemnify the Contractor to the same extent that the Contractor is bound to indemnify the owner, provided that where any provision of the Contract Documents between the Owner and Contractor is inconsistent with any provision of this Agreement, this Agreement shall govern. The Subcontractor assumes all obligations of the Contractor under the prime contract as if the Subcontractor were the Contractor.

9.2 The Subcontractor shall submit to the Contractor monthly Applications for Payment on forms specified by Contractor, at such times as requested by Contractor to enable the Contractor to apply for Payment.

9.3 If Payments are made on the valuations of work done, the Subcontractor shall, before the first Application, submit to the Contractor a Schedule of Values of the various parts of the work aggregating the total sum of this subcontract, made out in such detail as the Contractor may require, or as required by the Owner or Architect/Engineer, and supported by such evidence as to its correctness as the Contractor may direct. This Schedule, when approved by the contractor, shall be used as a basis for Applications for Payment, unless it is found to be in error. In applying for Payment, the Subcontractor shall submit a Statement based upon this Schedule.

9.4 If payments are made on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing by the Contractor, such Payments shall be in accordance with the terms and conditions of the contract Documents.

9.5 Progress payments received by subcontractors shall be submitted with a copy of, "UNCONDITIONAL WAIVER AND RELEASE ON PARTIAL PAYMENT". If requested by the Contractor, the Subcontractor shall furnish satisfactory evidence to verify compliance with these requirements. If any lien is filed against the work on the amounts due Contractor for the work on account of amounts due from the Subcontractor shall promptly and within ten (10) days after notice from Contractor cause such subcontractor lien to be discharged.

9.6 The Subcontractor agrees that no claim for Payment for additional work, changes in the Work, extensions of time, or damages for delay shall be valid unless made in writing to Contractor during the first seven (7) days of the calendar month following that in which the claim originated.

9.7 In conducting his work the Subcontractor shall take necessary precautions to protect the Work of other trades from damage caused by its operations.

9.8 The Subcontractor shall always keep the Project Site clean of debris arising out of the operations of this Subcontract. Unless otherwise provided, the Subcontractor shall not be held responsible for unclean conditions caused by other Contractor or Subcontractor.

9.9 The Subcontractor shall take all necessary safety precautions with respect to its work, shall comply with all safety measures initiated by the Contractor and with all applicable laws, ordinances, rules, regulations, and orders of any public authority for the safety of persons or property in accordance with the requirements of the Contract Documents. The Subcontractor shall report within twenty-four (24) hours to the Contractor any injury to persons at the site in connection with Subcontractors' work.

9.10 The Subcontractor shall not assign this Subcontract without the written consent of the Contractor, nor subcontract the whole or any part of this Subcontract without the written consent of the Contractor. No assignment of any amounts due by Subcontractor under this Subcontract shall be effective until thirty (30) days after written notice thereof has been given to Contractor at the address set forth above, and all laws applicable thereto have been fully complied with.

9.11 The Subcontractor warrants that all materials and equipment furnished and incorporated by it in the Project shall be new unless otherwise specified, and that all work under this Subcontract shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these standards may be considered defective. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

9.12 The Subcontractor agrees that if it should neglect to prosecute the work diligently and properly or fail to perform any provisions of this Subcontract, the Contractor, after three (3) work day's written notice to the Subcontractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payments then thereafter due the Subcontractor, of the Contractor may terminate this Agreement. May cause performance to be completed by others or by itself, may retain all sums due Subcontractor until performance is complete, may deduct from any amount due Subcontractor the costs of completion including overhead and reasonable allowance for profit and may bring action against Subcontractor for any deficiency. Contractor may terminate this Subcontract for any reason with seven (7) days' notice, paying only for completed work.

9.13 The Subcontractor agrees that the Contractor's equipment will be available to the subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

9.14 The Subcontractor shall furnish periodic progress reports on the work including information on the status of materials and equipment under this Subcontract which may be during preparation or manufacture.

9.15 The Subcontractor shall make all changes in the work from the Drawings and Specifications of the Contract Documents without invalidating this Subcontract when specifically ordered to do so in writing by the Contractor or Architect. The Subcontractor, prior to the commencement of such changed or revised work, shall submit promptly to the Contractor written copies of the cost or credit proposal for such revised working in a manner consistent with the Contract Documents. Payments shall be made in accordance with the Contract Documents.

9.16 Subcontractor shall cooperate with the Contractor and other Subcontractors whose work might interfere with the Subcontractor's work and shall participate in the preparation of coordinated drawings in areas of congestion as required by the Contract Documents, specifically noting and advising the Contractor of any such interference.

9.17 The Subcontractor shall cooperate with the Contractor in scheduling and performing its work to avoid conflict or interference with the work of others.

9.18 The Subcontractor shall promptly submit shop drawings and samples as required to perform its work efficiently, expeditiously and in a manner that will not cause a delay in the progress of the work of the Contractor or other Subcontractor(s).

9.19 The Subcontractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority barring the performance of the work under this Subcontract. The Subcontractor shall secure and pay for all permits, fees, and licenses necessary for the execution of the work described in the Contract Documents as applicable to this Subcontract.

9.20 The Subcontractor shall comply with Federal, State, and Local Tax Laws, Social Security Acts, Unemployment Compensation Acts and Worker's Compensation Acts as applicable to the performance of this Subcontract.

9.21 The Subcontractor agrees that all work shall be done subject to the final approval of the Architect. The Architect's decisions in matters relating to the artistic effect shall be final if consistent with the intent of the Contract Documents.

SECTION 10 - CONTRACTOR'S RESPONSIBILITIES

10.1 The Contractor shall promptly notify the Subcontractor of all modifications to the Contract between the Owner and the Contractor which affect this Subcontract and which were issued or entered after the execution of this Subcontract.

10.2 Unless otherwise provided in the Contract Documents, the Contractor shall pay the Subcontractor for each progress payment and final payment to which the Subcontractor is entitled under this Subcontract within fifteen (15) days after contractor receives payment for such work from the Owner. This amount of each progress payment to the Subcontractor shall be lessor or equal to the percentage completion allowed to the Contractor for the work of the Subcontract applied to the Contract Sum of this Subcontract, plus the amount allowed for materials and equipment suitable stored by the Subcontractor, less the aggregated of previous payments to the Subcontractor and less five percent (5%) retainage set forth in the Contract Documents.

10.3 The Contractor shall permit the Subcontractor to obtain directly from the Architect evidence of percentages of completion certified on its account.

10.4 The Contractor shall not give Instructions or Order Directly to employees or workers of the Subcontractor except to persons designated as authorized representatives of the Subcontractor.

10.5 The Contractor shall permit the Subcontractor to be present and to submit evidence in any arbitration proceeding involving the Subcontractor's rights.

10.6 The Contractor shall permit the Subcontractor to exercise whatever rights the Contractor may have under the Contract Documents in the choice of arbitrators in any dispute, if the sole

cause of the dispute is the work, materials, equipment, rights or responsibilities of the Subcontractor, or if the disputed involves the Subcontractor and any other Subcontractor or Subcontractor jointly, the Contractor shall permit them to exercise such rights jointly.

SECTION 11 - ARBITRATION

11.1 If the Contractor is required by the Contract Documents to submit to arbitration claims, disputes, and other matters in question arising out of or relating to the Contract, all claims arising out of, or related to this Subcontract, or breach thereof, shall be decided by arbitration in the same extent and under the same procedure as provided in the Contract Documents with respect to disputes between the Owner and the Contractor, except that a decision by the Architect shall not be a condition precedent to arbitration.

11.2 This section shall not be deemed a limitation on any rights or remedies which the Subcontractor may have under Federal or State mechanics' lien laws or under any applicable labor and material payment bonds unless it expressly waives such rights or remedies.

Order of Precedence

In the event of any conflict or inconsistency between the provisions of this Subcontract and any other documents, the following order of precedence shall apply: (1) the Contract Documents between the Owner and Contractor; (2) this Subcontract Agreement; (3) Attachments A through E; (4) the Subcontractor's Proposal.

The five elements which must be included in the Contractor's Subcontractor agreement are as follows:

1. Attachment "A"- Hold Harmless and Indemnification Agreement
2. Attachment "B"- Insurance Requirements along with sample Certificate of Insurance
3. Attachment "C"- Safety
4. Attachment "D"- Partial and Final Lien Release
5. Attachment "E"- Subcontractor Price Proposal

In Witness Whereof, the parties hereto have executed this Subcontract by their proper officers or duly authorized agents.

Contractor: Adhan Piping Co. Inc.

By: _____

Title: _____

Subcontractor:

By: _____

Title: _____

Attachment "A" - Hold Harmless and Indemnification Agreement

a) To the fullest extent permitted by law, _____ (Subcontractor), agrees to indemnify, defend and hold harmless Adhan Piping Co. Inc. (Contractor), Owner, all applicable additional Indemnities, if any, their officers, directors, agents, employees and partners (hereinafter collectively "Indemnities") from and against any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries, property damage (including loss of use thereof) or the alleged violation of any laws, statutes, rules or ordinances brought or assumed against any of the Indemnities by any person, entity or firm, arising out of or in connection with or as a result of or as a consequence of the performance of the work to be undertaken by the Subcontractor (the "Work") as well as any additional work, extra work, or add-on work, whether or not caused in whole or part by the Subcontractor or any person or entity employed, either directly or indirectly, by the Subcontractor including any sub-subcontractors and sub tier contractors thereof and their employees. The parties expressly agree, that this indemnification agreement contemplates (1) full indemnity in the event of liability imposed against the Indemnities without negligence and solely by reason of statute, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnities either causing or contributing to the underlying claim in which case, indemnification will be limited to any and all liability imposed over and above that percentage attributable to actual fault on the part of the Indemnities whether by statute, operation of law or otherwise, including defense of claims regardless of Indemnitees' alleged negligence, with indemnity limited to Subcontractor's proportionate fault under GOL § 5-322.1. Where partial indemnity is provided under this agreement, attorneys' fees, costs, court costs, expenses and disbursements shall be indemnified on a pro rata basis. Recovery of attorneys' fees, costs, court costs, expenses and disbursements hereunder shall include all those attorneys' fees, costs, court costs, expenses and disbursements incurred in defense of any underlying claim, in the enforcement of this indemnity agreement, in the prosecution of any claim for indemnification hereunder and in pursuit of any claim for insurance coverage that the Subcontractor is required to procure. This contract will be interpreted using the laws of New York State. Subcontractors require identical indemnification provisions from their sub-subcontractors.

SUB-CONTRACTOR:

Name:

Address:

Signature/Title _____

Date:

Attachment "B"-Insurance Requirements

1. **Insurance Requirement:** The subcontractor shall purchase and maintain insurance meeting the following minimum requirements for financial strength, coverage and limits of liability:

1. **Commercial General Liability (CGL)**

- a) Limits of Insurance not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate
- b) CGL Coverage must be provided by an Insurance Carrier earning a minimum AM Best Financial Rating of "A".
- c) CGL Coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operation, and personal and advertising injury.
- d) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- e) Adhan Piping Co. Inc, Owner, and all other parties required of Contract Specifications shall be included as additional insured on the CGL. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and Non-Contributory Insurance.
- f) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of work.

2. **Automobile Liability**

- a) Business Auto Liability with limits of at least \$1,000,000 each accident
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) Adhan Piping Co. Inc. Owner and all other parties required of the contract shall be included as additional insured on a Primary basis on the auto policy.

3. **Commercial Umbrella**

- a) Umbrella limits must be at least \$5,000,000 (or the limit specified in the contract).
- b) Umbrella coverage must include as insureds all entities that are additional insured on the CGL.

c) Umbrella coverage for such additional insureds shall apply as Primary and Non-Contributory before any other insurance or self-insurance, including any deductible, maintained by, or provided to additional insured other than the CGL. Auto Liability and Employers Liability coverage maintained by the Subcontractor.

4. Workers Compensation and Employers Liability

a) Workers' Compensation Limits of:

*E.L. each Accident: \$1,000,000

*E.L. Disease-Each Employee: \$1,000,000

*E.L. Disease-Policy Limit: \$1,000,000

b) Subcontractor Workers Compensation Policy must include all applicable State(s) where work is being performed under Section 3A of their policy at the time they are under contract and performing duties for you

c) Subcontractor shall provide a Waiver of Subrogation Endorsement listing Adhan Piping Co. Inc.

5. Waiver of Subrogation –

Subcontractor waives all rights against Adhan Piping Co. Inc., Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements above.

6. Notice of Cancellation or Material Change-

No policy will permit cancellation of, or material change without thirty (30) days in or written notice of cancellation or material change to Adhan Piping Co. Inc.

7. Certificate of Insurance - A Certificate of Insurance shall be provided to Adhan Piping Co. Inc. before commencing work. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsements that are part of the Subcontractor's Commercial General Liability, Automobile Liability and Umbrella Policies.

8. At our discretion, subcontractors will provide full copies of all policies.

SUB-CONTRACTOR

Name:

Address:

Signature/Title: _____

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 have ADDITIONAL INSURED provisions or 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 Agency Name Complete Address | CONTACT NAME: PHONE (A/C, No, Ext): XXX-XXX-XXXX FAX (A/C, No): XXX-XXX-XXXX E-MAIL ADDRESS: | |
| INSURED Subcontractor's Name Complete Address | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Carrier-AM Best A or better | XXXXX |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

SAMPLE CERTIFICATE**COVERAGES**

CERTIFICATE NUMBER: 436991872

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | Y | Policy Number | 9/1/1999 | 9/9/9999 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | Policy Number | 9/1/1999 | 9/9/9999 | COMBINED SINGLE LIMIT (Ea 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 type="checkbox"/> RETENTION \$ | Y | Y | Policy Number | 9/1/1999 | 9/9/9999 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| A | <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 <input type="checkbox"/> N/A | Y | Policy Number | 9/1/1999 | 9/9/9999 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

Project: Certificate holder and all other parties as required by contract are named as additional insured on a primary and non-contributory basis including products and completed operations on the General Liability Policy and as additional insured on a primary basis on the Auto & Umbrella policies. Waiver of subrogation applies to all policies. Umbrella coverage follows form. 30 day notice of cancellation or material change included. New York(or applicable state) Workers Compensation coverage applies.

****Please attach a copy of the Additional Insured Endorsement****

CERTIFICATE HOLDER**CANCELLATION**YOUR NAME
STREET
CITY ST ZIP

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

Must be signed

Attachment "C" - SAFETY

A. Subcontractor agrees that the safety of workers engaged in the work under this agreement is solely its responsibility. The subcontractor specifically agrees to take appropriate precautions to ensure the safety of all persons, including, but not limited to, its own employees and other contractors and subcontractors and their employees, whose safety might otherwise be jeopardized by any risk of harm relating to or arising out of the work, including under NY Labor Law §§ 240/241.

B. Subcontractor must comply with all applicable safety federal, state and local laws, rules, regulations, statutes, ordinances and directives ("laws") that are in force or that may come into force during the work as they relate to Subcontractor's operations, materials and personnel.

C. Subcontractor must submit copies of all accidents or injury reports to Contractor as soon as practicable or prescribed by law.

Subcontractor shall submit any safety reports to Contractor.

Attachment "D" - "UNCONDITIONAL WAIVER AND RELEASE ON PARTIAL PAYMENT"

Attachment "E" - Subcontractor Price Proposal

UNCONDITIONAL WAIVER AND RELEASE ON PARTIAL PAYMENT

The undersigned Subcontractor/Supplier has been hired by Adhan Piping Co Inc, to furnish labor, services, equipment and/or material for the construction of improvements known as:

_____ (Project) which is owned by:
_____.

The undersigned acknowledges and agrees that upon receipt of the partial payment due in the amount of \$_____ to the undersigned at the Project to date and hereby affirms, warrants and states:

This waiver is effective only upon actual receipt and clearance of the stated payment amount.

1. The undersigned does hereby release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project. This release covers the partial payment for labor, services, equipment and/or material furnished to the job site or to Adhan Piping Co Inc for the above referenced Project through payment application no. _____ dated _____.
2. That all laborers, material-man, mechanics, manufacturers, suppliers, and subcontractors who have furnished labor, services, equipment and/or material, or any one of these items to the undersigned, have been paid in full for all work performed and all services, equipment and/or materials supplied to the Project through payment application no., **and the undersigned is not indebted to any person or entity for labor, services, equipment and/or material used in connection with or as a part of such construction job in any amount whatsoever through payment application no.** dated _____. Subcontractor shall provide, upon request, proof of payments to sub-tiers (e.g., canceled checks).
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the undersigned's performance of work at the Project, which might be the basis of any claim, suit, lien, or demand that could be asserted against either Adhan Piping Co Inc, Owner or the Project.
4. The undersigned does hereby release and discharge Adhan Piping Co Inc, Owner and its agents, employees, successors and assigns, from any and all construction-related claims and causes of action which the undersigned has or may have against Adhan Piping Co Inc or Owner relating in any manner to the Project or the undersigned's work at the Project through payment application no. _____ dated _____.

The undersigned, acting for and on behalf of the Subcontractor/Supplier and all its laborers, subcontractors, and suppliers, has placed his hand and seal this _____ day of _____ 20___. Subcontractors shall obtain identical waivers from all sub-tiers.

This document is governed by New York law. Electronic signatures are permitted in accordance with the New York Electronic Signatures and Records Act.

Date _____

Company Name

Signature

Company Address

Print Name

RETURN WAIVER TO:

Jennie Manning

1865 Rt 13

Cortland, NY 13045

Phone: 607.753.8623

jmanning@adhanpiping.com

Return this waiver within ten (10) days post-payment.