



March 24th, 2022

Subcontractor,

PROJECT SUBCONTRACT AGREEMENT INSTRUCTION SHEET

Please follow the following instructions:

1. Please find enclosed two original PROJECT SUBCONTRACT AGREEMENT forms for your signature. Carefully read the forms and all the attachments set forth in the PROJECT SUBCONTRACT AGREEMENT's Section 2 Contract Documents.
2. Pay close attention to the insurance requirements Section 8. Send these insurance requirements to your insurance broker so that correct certificates will be issued promptly.
3. If you have any questions regarding the PROJECT SUBCONTRACT AGREEMENT, please call our office. Do not make any changes to the PROJECT SUBCONTRACT AGREEMENT form without the prior written approval of Anvil Builders, Inc. All approved changes shall be made on a separate attachment to the PROJECT SUBCONTRACT AGREEMENT and not on the original documents.
4. Sign and return both original PROJECT SUBCONTRACT AGREEMENT forms, T&M and surety bond rate sheet, IRS form W-9, Insurance Certificate, Schedule of Values (if required) and Contractor's License information to:

Anvil Builders Inc
1550 Park Avenue
Emeryville, CA 94608

5. After Anvil Builders, Inc. has received your required documents, we will sign the PROJECT SUBCONTRACT AGREEMENT forms and one (1) executed copy of the PROJECT SUBCONTRACT AGREEMENT form will be mailed to your office. Your PROJECT SUBCONTRACT AGREEMENT forms will not be executed by Anvil Builders, Inc. if both PROJECT SUBCONTRACT AGREEMENT forms are not signed by you or there are missing documents, including but not limited to the insurance certificate.
6. **DO NOT COMMENCE WORK ON THE PROJECT UNTIL YOU HAVE RECEIVED A FULLY EXECUTED PROJECT SUBCONTRACT AGREEMENT FORM FROM ANVIL BUILDERS, INC. AND YOUR INSURANCE COMPANY HAS ISSUED AN INSURANCE CERTIFICATE TO ANVIL BUILDERS, INC. SHOWING THAT THE REQUIRED INSURANCE HAS BEEN PROCURED. IF YOU VIOLATE THIS INSTRUCTION, YOU AGREE THAT ANVIL BUILDERS INC HAS NO OBLIGATION TO PAY YOU FOR THAT UNAUTHORIZED WORK.**



PROJECT SUBCONTRACT AGREEMENT Job #-Vendor #

This PROJECT SUBCONTRACT AGREEMENT is entered into on: **XX/XX/XXXX**, by and between:

INSERT

AND ANVIL BUILDERS INC
 1550 Park Avenue
 Emeryville, CA 94608
 Phone: 415-285-5000
 (CONTRACTOR)

(SUBCONTRACTOR)

Project Name: (hereinafter called "Project")	INSERT
Prime Contract Date: Prime Contract #	INSERT
Owner or Original Contractor: (hereinafter called "Owner")	INSERT
Location: (hereinafter called "Project Site")	INSERT

SECTION 1. PRIME CONTRACT On above referenced date, Contractor entered into a Prime Contract with either the Owner or General Contractor, whichever is applicable, to construct the Project identified above, located at the Project Site. The Project is to be constructed in accordance with the Prime Contract, which consists of those documents set forth as attachments in Section 2 Contract Documents.

SECTION 2. CONTRACT DOCUMENTS Contractor and Subcontractor agree, except for modifications and change orders issued after the execution of this PROJECT SUBCONTRACT AGREEMENT, the "Contract Documents" consist of this PROJECT SUBCONTRACT AGREEMENT and the following listed documents, all of which are either attached hereto as Attachments or hereby referenced and incorporated into and made a part of this PROJECT SUBCONTRACT AGREEMENT:

		Date			Date
MSA	Master Subcontract Agreement	INSERT	Exhibit C	Project Schedule	INSERT
Exhibit A	Contract Documents List	INSERT	Exhibit D	Public Work Code Sections	INSERT
Exhibit B	Required Documents	INSERT	Exhibit E	Preliminary Lien Information	INSERT



Those above referenced documents which form the Contract Documents are fully incorporated into this PROJECT SUBCONTRACT AGREEMENT as if attached hereto and Subcontractor will be fully bound by any, and all Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this PROJECT SUBCONTRACT AGREEMENT.

SECTION 3. SCOPE OF WORK. Subcontractor agrees to perform all work set forth below:

INSERT SCOPE

Subcontractor will complete the work in accordance with all Project Information, Plans, and Specifications (Exhibit A) including but not limited to:

INSERT SPECIFICATION SECTIONS AND/OR DRAWINGS

SECTION 4. CONTRACT PRICE. Contractor shall pay Subcontractor for performing the Work, the lump sum of .00 (THOUSAND HUNDRED DOLLARS AND NO CENTS

(hereinafter called "Contract Price") subject to additions and deductions for changes agreed upon or determined as provided in the Contract Documents. If the Contract Price is broken down into unit prices or other pricing arrangement, they shall be set forth above. Payment of the Contract Price by Contractor is condition upon Subcontractor's strict compliance with the requirements set forth in Contract Documents.

SECTION 5. CONTRACT TIME. Subcontractor shall complete all the Work in accordance with the **Project Baseline Schedule (Exhibit C)** and Project Specifications.

SECTION 6. BONDS. Payment and Performance bond is required is not required. Bond form from Master Agreement must be used. All other forms will not be accepted.

SECTION 7. Retention: **5% OR 10%**

SECTION 8. INSURANCE REQUIREMENTS Prior to commencing any work, Subcontractor shall, at its sole expense, procure and maintain insurance on all of its operations, with minimum amounts and policy forms acceptable to Contractor as contained in the Owner's contract and as specified below. Required insurance shall be maintained during the term of the Subcontract agreement and through all applicable statute of limitation periods following completion of the work. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor shall procure and maintain insurance to satisfy such requirements. Any deductible(s) or self-insured retention(s) shall be borne by Subcontractor and not by Contractor or Owner.

Double check limits match contract with Owner/Prime

QUALIFYING INSURERS: All policies required hereunder shall be issued by insurance companies authorized to transact business in the State of California with a minimum A.M. Best rating of A- VIII, unless otherwise approved by the Contractor. An exception is allowed for Workers' Compensation insurance provided by California State Compensation Insurance Fund.



WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE shall be maintained as required by any applicable law or regulation, including U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or any other Federal, State or local employment regulations.

Employer's Liability Insurance limits shall be at least:
\$1,000,000 each accident for bodily injury by accident
\$1,000,000 each employee for bodily injury by disease
\$1,000,000 policy limit for bodily injury by disease

The policy shall provide a Waiver of Subrogation to the Contractor, its parent and affiliated companies, the Owner and their respective officers, directors and employees, and any other parties required by Owner on NCCI form WC 00 03 13, or its equivalent. If Subcontractor leases any employees through another company then they will provide evidence of coverage in the form of an alternative employer/leased employee endorsement. Risk Retention Groups are not acceptable.

COMMERCIAL GENERAL LIABILITY INSURANCE shall be maintained on policy forms at least as broad as ISO form CG 0001 covering all operations performed by or on behalf of the Subcontractor including, but not limited to, the following coverages and minimum limits:

- A. Premises & Operations
- B. Products and Completed Operations, which shall be maintained through the expiration of all applicable statutes of limitation following completion of the work
- C. Personal and Advertising Injury Liability
- D. Contractual Liability insuring the obligations assumed by Subcontractor in this Agreement
- E. Broad Form Property Damage, including Completed Operations

Limits of Liability based on Subcontractors scope of work

Limits of Liability for all Subcontractors, other than those specified in Article 1.3.1.2., shall be at least:

\$1,000,000 Each Occurrence for Bodily Injury and Property Damage Liability
\$1,000,000 Personal Injury and Advertising Liability
\$2,000,000 Products and Completed Operations Aggregate
\$2,000,000 General Aggregate

Limits of Liability for Subcontractors performing Roofing; Exterior siding, stucco, or skin of any type; Flashing; Installation of skylights, windows, storefronts, or exterior doors; Waterproofing; Sheet metal; Rough Carpentry; Scaffold operations; Crane operations; or any other trades as Contractor may designate shall be at least:

\$5,000,000 Each Occurrence for Bodily Injury and Property Damage Liability
\$5,000,000 Personal Injury and Advertising Liability
\$5,000,000 Products and Completed Operations Aggregate
\$5,000,000 General Aggregate



These limit requirements can be attained through the combination of General Liability and Excess Liability limits.

Additional Insured Requirement – The Contractor, its parent and affiliated companies, the Owner and their respective officers, directors and employees, and any other parties required by Owner shall be additional insureds. The additional insured provisions shall include products and completed operations coverage, and shall be maintained on all subsequent policy renewals through all applicable statute of limitation periods following completion of the work. The additional insured provisions shall be at least as broad as ISO Additional Insured form CG 2010 1185, or a combination of ISO Additional Insured forms CG 2010 1001 and CG 2037 1001, or their equivalent.

Primary Insurance Requirement – The policy shall stipulate the insurance afforded to the additional insureds applies as primary insurance and that any other insurance carried by the additional insureds will be excess only and will not contribute with the Subcontractor’s insurance.

Other General Liability Insurance Requirements –

- A. Coverage shall apply on an “occurrence” basis. Claims made or modified occurrence policies are not allowed.
- B. The General Aggregate Limit shall apply separately to this project.
- C. Any “Overall or Total Policy Aggregate Limit” shall be submitted to Contractor for approval prior to commencing work.
- D. Defense Costs shall be in addition to the policy limits.
- E. The policy shall provide a Waiver of Subrogation to all Additional Insured parties.
- F. Any “cross suits” exclusions shall not apply to any additional insureds.
- G. There shall be no provision which excludes or limits coverage for claims brought by employees of any subcontractor or claims by any lower tier subcontractors, such as an independent subcontractor exclusion
- H. There shall be no coverage exclusions or restrictions for subsidence, earth movement, explosion, collapse or underground hazards.
- I. If Subcontractor of any tier performs any work or conducts any operations within fifty feet of any railroad, Subcontractor shall obtain an endorsement to its General Liability policy to delete any exclusion, including the “Contractual Liability” exclusion, for work performed within fifty feet of a railroad. A copy of such endorsement shall be provided to Contractor prior to any work or operations by Subcontractor within fifty feet of any railroad.
- J. Deductibles or Self Insured Retentions greater than \$25,000 shall be submitted to Contractor for approval prior to commencing work. All Self Insured Retentions shall be disclosed on the certificates of insurance and a copy of the Self Insured Retention endorsement or policy provision shall be provided along with the certificate of insurance. All Self Insured Retention provisions must state that retention amounts may be satisfied by either the Named Insured(s) or any Additional Insured(s). Self Insured Retentions that can be satisfied by only the Named Insured(s) are not acceptable.

General Liability Insurance Requirements for Specific Trades – The following provisions apply in addition to the requirements stated in Article 1.3.4.:



- A. Any Subcontractor of any tier performing work involving Roofing; Exterior siding, stucco, or skin of any type, including, but not limited to, Exterior Insulation and Finish Systems (EIFS); Flashing; Installation of skylights, windows, storefronts or exterior doors; Waterproofing; Fire protection; HVAC; Plumbing; or any other trades as Contractor may designate shall provide acceptable evidence that their General Liability insurance either (a) does not have any exclusions or limitations for claims from mold, fungus or bacteria; or (b) shall provide evidence of other acceptable insurance such as Contractor's Pollution Liability to adequately insure these exposures.
- B. Any Subcontractor of any tier performing work involving EIFS shall provide acceptable evidence that their General Liability insurance either (a) does not have any exclusions or limitations for claims arising from EIFS work; or (b) shall provide evidence of other acceptable insurance to adequately insure the exposures involving EIFS work.

AUTOMOBILE LIABILITY INSURANCE shall be maintained on policy forms at least as broad as ISO form CA 0001, including, but not limited to, the following coverages and minimum limits:

- A. Coverage for all owned, non-owned and hired automobiles.
- B. Limit of liability shall be at least \$1,000,000 combined single limit.
- C. If the Subcontractor or its Subcontractors transport hazardous materials, regulated substances or wastes, the policy shall include Endorsement MCS-90.
- D. The Contractor, the Owner and their respective officers, directors and employees, and any other parties required by Owner shall be additional insureds.

EXCESS/UMBRELLA LIABILITY INSURANCE – If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, then said policies shall be “following form” of the underlying policy and shall meet all of the insurance requirements stated in Articles 1.2, 1.3 and 1.4., including the additional insured and primary insurance requirements stated therein. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Subcontractor's primary and excess liability policies are exhausted.

POLLUTION LIABILITY INSURANCE

- A. If any Subcontractor of any tier handles hazardous materials (including, but not limited to, asbestos, lead, silica, PCB's, contaminated soil, etc.), or if their operations create an exposure to hazardous materials, they must provide Contractor's Pollution Liability Insurance with limits not less than \$5,000,000 per incident and \$5,000,000 aggregate for Bodily Injury, Property Damage, Environmental Damage or Clean-up Costs, including coverage for Non-Owned Disposal Sites.
- B. If any Subcontractor of any tier transports hazardous materials, they must provide Contractor's Pollution Liability Insurance which includes coverage for pollution conditions arising from the transportation of hazardous materials with limits not less than \$5,000,000 per incident and \$5,000,000 aggregate for Bodily Injury, Property Damage, Environmental Damage or Clean-up Costs, including coverage for Non-Owned Disposal Sites.
- C. With respects to Subcontractors of any tier performing work as identified in Article 1.3.5., it shall be permissible for said Subcontractor to provide Contractor's Pollution Liability



insurance which includes coverage for claims from mold, fungus or bacteria, and which does not have an EIFS exclusion as a means of satisfying the insurance requirements stated in Article 1.3.5. The limit of liability shall be not less than \$1,000,000 each incident and \$2,000,000 aggregate for Bodily Injury, Property Damage, Environmental Damage or Clean-up Costs.

- D. Whether written on an "Occurrence" basis or on a "Claims Made" basis, coverage shall either be renewed continuously or shall provide an extended claims reporting period through all applicable statute of limitation periods following completion of the work.
- E. The Contractor, the Owner and their respective officers, directors and employees, and any other parties required by Owner shall be additional insureds during the term of the Subcontract agreement and through all applicable statute of limitation periods following completion of the work. The policy shall stipulate the insurance afforded to the additional insureds applies as primary insurance and that any other insurance carried by the additional insureds will be excess only and will not contribute with the Subcontractor's insurance.

PROFESSIONAL LIABILITY INSURANCE

- A. If Subcontractor or any Sub-Subcontractor performs any professional, design or design-build work or services, they must provide Professional Liability Insurance with limits not less than \$1,000,000.
- B. Coverage must have an effective date, retroactive date or prior acts date prior to the start of any professional services.
- C. Coverage must be continuous or allow for the reporting of claims for 3 years following completion of the work.

AIRCRAFT LIABILITY INSURANCE

- A. If Subcontractor or any Sub-Subcontractor uses any owned or non-owned aircraft of any type in the performance of their work, they shall maintain aircraft liability insurance with limits not less than \$10,000,000 per occurrence including Passenger Liability.
- B. The Contractor, the Owner and their respective officers, directors and employees, and any other parties required by Owner shall be additional insureds.

RIGGERS LIABILITY INSURANCE – If Subcontractor or any Sub-Subcontractor performs any work involving the rigging, lifting, lowering or moving of property or equipment, then those parties performing such work shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment.

INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS – Subcontractor shall insure that all tiers of Sub-Subcontractors shall procure and maintain insurance in like form and amounts, including the Additional Insured requirements set forth in this Addendum. Each Sub-subcontractor shall provide acceptable certificates of insurance and required policy endorsements to Contractor before commencing any work hereunder.

INSURANCE GREATER THAN THE MINIMUM REQUIREMENTS – The insurance limits and coverages stated in this Addendum are minimum required limits and coverages. To the extent Subcontractor maintains



insurance policies with limits greater or coverage broader than any of the minimums established herein, then Subcontractor agrees that such higher limits and broader coverage shall be deemed to be the required minimum and shall be available to the Additional Insureds with respects to any of Subcontractor's insurance obligations hereunder.

PROPERTY/BUILDER'S RISK INSURANCE

- A. Where Property/Builder's Risk insurance purchased by Owner or Contractor contains deductibles, then Subcontractor shall be responsible for such deductible applicable to damage to Subcontractor's work and/or damage to other work caused by Subcontractor.
- B. Subcontractor shall be bound by any loss adjustment made between the Owner or Contractor and the insurance company(ies).
- C. Where Property/Builder's Risk insurance is not purchased by Owner or Contractor for the benefit of the Subcontractor, then Subcontractor shall be fully responsible for all loss or damage to Subcontractor's work. Such insurance shall also apply to any of Owner's or Contractor's property in the care, custody or control of Subcontractor.
- D. Contractor and Subcontractor waive all rights against each other and against all other Subcontractors and Owner for loss or damage to the extent reimbursed by Property/Builder's Risk insurance applicable to the work, except such rights as they may have to proceeds of such insurance.
- E. Contractor shall not be responsible for any loss or damage to Subcontractor's work, however caused, until after final acceptance by Owner and Contractor.
- F. Contractor shall not be responsible for loss or damage to materials, tools, equipment or other personal property owned, rented or used by Subcontractor or anyone employed by Subcontractor.

CERTIFICATES OF INSURANCE – Subcontractor shall provide acceptable certificates of insurance along with all required policy forms or endorsements to Contractor before commencing any work under this Subcontract Agreement. Full copies of policies shall be furnished upon request. The Certificates of Insurance and required endorsements shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to the Contractor. Subcontractor shall continue to provide certificates of insurance and required policy endorsements, including the required additional insured endorsements, for a period of three (3) years following completion of the work.

NON-COMPLIANCE – In the event Subcontractor does not comply with the requirements of this Addendum, Contractor may, at its option, provide insurance coverage to protect the Contractor and charge the Subcontractor for the cost of that insurance, hold the Subcontractor responsible for all costs incurred by Contractor as a result of Subcontractor's failure to maintain the proper insurance, and/or terminate this Subcontract Agreement. Contractor, at its option, may withhold payment until acceptable certificates have been furnished, or if upon receipt of a cancellation notice on a policy, until withdrawal of the notice or the reinstatement of the canceled policy. Contractor's acceptance of insurance certificates shall in no way limit or relieve the Subcontractor of the duties and responsibilities stated in this Subcontract Agreement. Neither the forbearance nor omission by Contractor to require proof of all provisions of this insurance from Subcontractor will be deemed as a waiver of Contractor's rights or Subcontractor's obligations regarding the provisions of this Subcontract Agreement.



Controlled Insurance Program - if the Contract Documents require participation in an Owner Controlled Insurance Program (OCIP) or Contractor Controlled Insurance Program (CCIP), Subcontractor shall fully participate and cooperate with Contractor and Insurance Program Administrator in compliance of the program requirements.

Section 9. INDEPENDENT CONTRACTOR WARRANTY

Subcontractor represents and warrants to Contractor that it is an independent contractor and not an agent or employee of Contractor and that the following statements regarding its business status are currently true and correct and that such status will be maintained at all times during the performance of Work pursuant to this PROJECT SUBCONTRACT AGREEMENT: (1) its contractor's license is active, (2) the Work to be performed are within the scope of that license, (3) its business license or registration is current, (4) its business is located at and operates out the above address listed under its business name, (5) it has the authority to hire and fire those individuals who will be performing or assisting in the performance of the Work and (6) its business is independently operated offering services similar to the Work being provided in this PROJECT SUBCONTRACT AGREEMENT to other business doing business in California.

SECTION 10. MISCELLANEOUS PROVISIONS (A) Waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this PROJECT SUBCONTRACT AGREEMENT or any of the Contract Documents, nor shall it be considered to be a wavier by such party of any other covenant, condition or promise contained therein. **(B)** If any portion of any provision of this PROJECT SUBCONTRACT AGREEMENT or the Master Subcontract Agreement is found invalid or unenforceable, it is the intent of the parties that such provision shall be interpreted and/or rewritten, if necessary and legally permissible, to be consistent with the provision's original intent. If the provision cannot be interpreted or rewritten, it shall be deleted from the Master Agreement or PROJECT SUBCONTRACT AGREEMENT, whichever is applicable. **(C)** Each person executing this PROJECT SUBCONTRACT AGREEMENT represents that they are authorized by the party to execute this PROJECT SUBCONTRACT AGREEMENT on behalf of such party. **(D)** This PROJECT SUBCONTRACT AGREEMENT may be executed in several counterparts, each of which shall be an original, but all of which shall constitute the same PROJECT SUBCONTRACT AGREEMENT. **(E) THIS PROJECT SUBCONTRACT AGREEMENT, IF EXECUTED BY SUBCONTRACTOR, SHALL NOT BECOME EFFECTIVE AND ENFORCEABLE UNTIL, SUCH TIME AS CONTRACTOR AND OWNER HAVE SIGNED THE PRIME CONTRACT AND CONTRACTOR HAS SIGNED THIS PROJECT SUBCONTRACT AGREEMENT.**

SECTION 11. ENTIRE AGREEMENT The Contract Documents represents the entire agreement between Contractor and the Subcontractor for this Project and supersedes any prior written or oral proposals, representations or agreements, if any, between Contractor and Subcontractor. Subcontractor certifies that it is familiar with the Contract Documents, defined above, the location of the Project Site, and the conditions under which the Work is to be performed, and that it enters into this PROJECT SUBCONTRACT AGREEMENT based upon its own investigation of all such matters and is not relying on any opinions, representations, or investigations of the Contractor. Subcontractor, its subcontractors, suppliers and/or materialmen are bound by the Contract Documents insofar as they relate in any way, directly or indirectly to the Work covered by this PROJECT SUBCONTRACT AGREEMENT.



CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARDS. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS:

**CONTRACTORS' STATE LICENSE BOARD
 9821 BUSINESS PARK DRIVE
 SACRAMENTO, CA 95827-1703
 P. O. BOX 26999**

IN WITNESS WHEREOF, the parties hereto have executed this PROJECT SUBCONTRACT AGREEMENT by their proper officer or duly authorized agent.

Dated: _____ Dated: _____

CONTRACTOR

SUBCONTRACTOR

Anvil Builders Inc
 1550 Park Avenue
 Emeryville, CA 94608

INSERT

By: _____
 (Signature)

By: _____
 (Signature)

Print Name:

Print Name:

Contractor's License No.: <u>952883 A&B</u> DIR Registration No.: Business License:	Contractor's License No.: DIR Registration No.: Business License:	INSERT
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