



Subcontractor Application Form

Business Name including any Registered Names, Assumed Names, and any former names

Physical and mailing address

Person(s), including phone numbers and email addresses, that will receive bid invitations

Type of work you will be bidding

Are you licensed (appropriate CCB endorsements) to do Commercial work, Residential work, or both?

Type of company (Corporation, LLC, Sole Proprietor, etc.)

List CSI Codes that your company can perform

Business Classification (MBE, WBE, SBE, DBE, etc.)

List Union name and number

Brief Company Biography

List at least three project references including Project Name, General Contractor, and Contract amount.

Largest contract completed to date and amount

Average volume of work over the last three years

Your average number of employees both in the Office and in the Field.

Are the majority of your projects in Central Oregon, or others areas in Oregon?

What size projects do you prefer, and are the strongest at performing?

Oregon Construction Contractors Board number and expiration date

General Liability Insurance and Workers' Compensation, with expiration dates, limits of coverage, and EMR rating.

Any other information you think would be useful in introducing your company.

Attached is a complete list of SunWest insurance requirements.

Please check here that you have read, understand, and agree to these requirements.

Exhibit A: Insurance Exhibit to MSA

Subcontractor agrees to obtain and maintain, at its own expense, these insurance coverages with limits set out below. Insurers must have a rating of A-, VII or better in the most recent Best's Key Rating Guide. Subcontractor shall satisfy all terms and conditions of this Exhibit A prior to commencing Work or entering the Project site.

Subcontractor's agreements with lower tier subcontractor or material suppliers shall require general liability coverage for ongoing operations and completed operations consistent with General Liability subparagraph a. and Additional Insured Coverage consistent with Additional Insured Coverage subparagraph b. Copies of Certificates of Insurance confirming the insurance requirements in this Exhibit A shall be provided to Contractor prior to Subcontractor entering the jobsite.

Approval, disapproval, or failure to act by Contractor regarding any insurance supplied by the Subcontractor shall not relieve the Subcontractor of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency, or denial of coverage by any insurance company exonerate the Subcontractor from liability.

a. General Liability Coverage

Subcontractor shall maintain General Liability Insurance with these minimum limits of liability:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury and Advertising Injury

\$2,000,000 Per Project Aggregate

\$2,000,000 Products and Completed Operations Aggregate

\$1,000,000 Employers Liability (Stop Gap)

Besides these coverages, the General Liability Insurance shall include:

1. Contractual Liability
2. The subcontractor exception to the "your work" exclusion
3. Residential Operations (no exclusions for residential work)
4. Occurrence coverage (NOT Claims Made)
5. Subsidence (no earth movement exclusions)
6. Underground Work
7. Waiver of Subrogation

b. Additional Insured Coverage

Subcontractor shall include the following Additional Insureds under the coverages described above; for General Liability the CG2010 04 13 and CG2037 04 13 endorsements or their equivalents must be used:

1. Owner
 2. Sunwest One, Inc. dba SunWest Builders
- The Additional Insured coverage will provide coverage for ongoing operations and products-completed operations.
 - Additional Insured coverage for products-completed operations shall continue in full force and effect for ten (10) years after the date of Substantial Completion.
 - The limits available to the Additional Insureds will be no less than those available to the Additional Insureds under primary and umbrella policies in excess of the minimums required.
 - The policy must be endorsed to be primary and not contributory of any other insurance carried by or for the benefit of the Additional Insureds.

c. Workers' Compensation Insurance and Employee's Liability – Subcontractor shall provide Workers' Compensation Coverage under Oregon legal requirements.

d. Automobile Liability – Subcontractor shall provide automobile liability coverage with limits not less than a combined single limit of \$1,000,000. This insurance shall provide primary coverage for any auto, including all owned, non-owned and hired vehicles and waive any rights of subrogation against the Additional Insureds identified above. Auto pollution liability coverage is required if any vehicles are hauling hazardous materials.

e. Professional Liability – If Subcontractor has design or engineering responsibility, Subcontractor shall provide Professional Liability coverage with minimum limits of \$1,000,000 per claim and a deductible or SIR no greater than \$25,000 per claim. This insurance shall be maintained for two years following Substantial Completion of the Project. The retroactive date of such policy must include the date Subcontractor's Work commences at the Project.

f. Pollution Liability – If Subcontractor's work involves earthmoving or asbestos, lead, mold or pollutant abatement, Subcontractor shall purchase Pollution Liability coverage with limits of \$1,000,000 each occurrence (if written on an occurrence basis) or \$2,000,000 each claim (if written on a claims-made basis, with a minimum extended reporting period of six years after the date of Substantial Completion of the Project). The policy must name those Additional Insureds identified above and be primary and not contributory of any other insurance carried by or for the benefit of the Additional Insureds.

g. Cancellation of Insurance Policies—Subcontractor shall have the affirmative obligation to notify Contractor of any cancellation or non-renewal.

h. Certificate of Insurance Requirements – Subcontractor shall not be allowed on the Project until it provides Contractor with an original Certificate of Insurance confirming the insurance required by this Exhibit A was purchased and is in effect. The Certificate should identify all Additional Insureds. The Certificate shall include as attachments a copy of the Additional Insured, Waiver of Subrogation and Primary endorsements or such other policy language demonstrating that the insurance policies comply with this Exhibit A. Upon request, Subcontractor shall produce a complete copy of the insurance policies discussed in this Exhibit A within 10 business days.

All certificates of insurance and copies of insurance policies are to be sent to:

SunWest Builders, P.O. Box 489, Redmond Oregon 97756

i. Breach of Agreement – Subcontractor agrees its failure to obtain or maintain the insurance required by this Exhibit A shall be deemed to be a material breach.

j. Withholding Payments – It is understood and agreed that Contractor may withhold payments to Subcontractor until a properly executed Certificate of Insurance is received by Contractor. As a condition precedent to commencing Work, entering the Project site, or receiving any payments, Subcontractor shall comply with all terms and conditions of this Exhibit A.

k. Waiver of Subrogation – Contractor and Subcontractor waive all rights against each other and against the Additional Insureds for damages to the extent covered by insurance. Subcontractor shall require its lower tier subcontractors and material suppliers to execute waivers of subrogation in favor of Contractor and Owner and Additional Insureds. A waiver of subrogation shall be effective as to a person or entity despite whether: (i) the latter has a duty to indemnify, (ii) did not pay the insurance premium, or (iii) had an insurable interest in the property damaged.

l. Payment of Deductibles – Subcontractor shall be responsible for any deductibles or SIRs for the insurance coverages it is contractually obligated to provide under this Exhibit A.

m. Builders Risk – Builders Risk insurance will be provided solely in Owner's discretion. Property damage claims are waived by Owner and Contractor and Subcontractor only to the extent that such property damage is covered and paid by the Builders Risk insurance company.