INSURANCE/HOLD HARMLESS

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Owner certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term “Contractor” as used in this insurance rider, shall mean and include Subcontractors of every tier.

A. Worker’s Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer’s Liability Insurance with limit of at least One Million ($1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.

B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million ($1,000,000.00) dollars per occurrence and TWO Million ($2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:

1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.

2. Completed Operations/Products Liability.

3. Broad Form Property Damage

4. Personal and Advertising Injury Liability

5. Independent Contractors

6.Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor*,* and their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and noncontributing basis.

7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, and all other parties required to be named as additional insureds.

8. Coverage is to be provided on an “occurrence” basis with carriers licensed and admitted to do business in the State of Oregon or otherwise acceptable to the Contractor.

9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor. Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million ($1,000,000.00) Dollars.

D. Umbrella / Excess Liability Insurance with a limit of no less than One Million ($1,000,000) minimum per occurrence.

1. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and General Contractor Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of the owner, “Owner’s Name”, and the General Contractor, Pratt Family Enterprises LLC, to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnitees named in the contract.

 “All Risk” Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

F. The above insurances shall each contain the following wording verbatim:

 ““Owner’s Name”, and Pratt Family Enterprises LLC are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) day advance written notice to “Owner’s Name” at “Owner’s Address”, and Pratt Family Enterprises LLC at 8220 w Gage Blvd #751, Kennewick, WA 99336 by certified mail – return receipt requested.”

G. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.

H. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, and General Contractor approval of adequacy of protection and the satisfactory character of the Insurer.

I. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

J. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.

K. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against “Owner’s Name”, Pratt Family Enterprises LLC, and all other indemnitees named in the Contract.

L. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million ($1,000,000.00) Dollars per occurrence and Two Million ($2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

INDEMNIFICATION/HOLD HARMLESS:

To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor [name of subcontractor] in accordance with the insurance requirements set forth in this contract, the Contractor [name of subcontractor] shall indemnify and hold harmless the Owner, the Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor [name of subcontractor], a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph INDEMNIFICATION/HOLD HARMLESS.

In claims against any person or entity indemnified under this Paragraph INDEMNIFICATION/HOLD HARMLESS by an employee of the Contractor [name of subcontractor], a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Subparagraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor [name of subcontractor] or a Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

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Pratt Family Enterprises LLC (Signature) SUBCONTRACTOR (Signature)

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Date Date