WORK ORDER
PLP – INSURANCE & BONDING APPENDIX
This insurance attachment incorporates any agreed changes to the Master Subcontract Agreement Insurance Attachment.

A. SWINERTON PROVIDED INSURANCE

1. A Project Liability Insurance Program (PLP) will be implemented for this project, wherein all designated Subcontractors and Subcontractors of any tier ("Subcontractors") will be required to participate as further described in this Attachment and in the accompanying PLP Manual ("Manual").

2. The PLP Program provides to approved Subcontractors the following insurance coverages with the following limits:

a) General Liability

$2,000,000 per occurrence – includes $1,000,000 on hook liability
$4,000,000 general aggregate – limits apply per project with a $20M Cap
$4,000,000 completed operations aggregate – aggregate is shared by all projects but reinstates annually for years 8/1/2016-8/1/2021 then one aggregate applies every year thereafter for the statute of repose

b) Excess Liability

$100,000,000 per occurrence
$100,000,000 general aggregate
$100,000,000 products completed operations aggregate

c) Completed Operations coverage is provided for the statute of repose in the state which the project is located

d) General Liability Deductibles: For each contractor per occurrence:

$ 1,000 for subs with contracts up to $100,000
$ 5,000 for subs with contracts between $100,001 and $250,000
$10,000 for subs with contracts between $250,001 and $500,000
$25,000 for subs with contracts over $500,000

The Deductible will be assessed by Swinerton on the value of contract at the time of loss or at determination of fault. Losses falling under the products/completed operations exposures will result in deductibles of **twice** the amount shown above.

e) Defense Costs: Defense costs are in addition to the limits of liability.

f) Evidence of Insurance: Gallagher will issue certificates of insurance evidencing coverages provided under the PLP to each Insured. Copies of policies are available upon request.

g) Insurance Carriers:

Commercial General Liability Insurance: Liberty Mutual Insurance
Lead Layer Excess Liability Insurance: Zurich American Guarantee and Liability Insurance Co.
2nd Layer Excess Liability Insurance: Ironshore Specialty Insurance Company
3rd Layer Excess Liability Insurance: Starr Indemnity and Liability Company
4th Layer Excess Liability Insurance: Great American Assurance Company

3. **Owner, Swinerton, and Subcontractors are Insureds -**
Swinerton shall procure and maintain during the life of this contract a Project Liability Insurance ("PLP") program which includes the aforementioned types and amounts of insurance and naming as insureds the Owner, Swinerton, and enrolled Subcontractors (but excluding Suppliers and Vendors) and Owner as Additional Insured. Said insurance shall apply only to the operations of the insureds in the performance of the Work at the job site. The PLP procedures and responsibilities of all Subcontractors designated to participate in the PLP, are outlined in the PLP Manual. With the execution of this Agreement the Subcontractor acknowledges receipt of, review of and familiarity with the Manual and the requirements contained therein. Subcontractors are required to follow the procedures and responsibilities outlined in the PLP Manual.

4. **PLP coverage does not apply to vendors, truckers and other parties -**
No insurance coverage provided by Swinerton under the PLP shall extend to the activities or products of suppliers, material dealers, vendors, haulers, off-site fabricators, truckers and others whose employees perform no on-site work or are engaged solely in the loading, unloading, stocking, testing or hauling of equipment, supplies or materials. Such persons or entities shall be required to provide their own insurance.

5. <u>Coverages not Included</u>

<u>The coverages under this program do not include all insurance needed by the Subcontractor and its Subcontractors of any tier.</u> The following is a list of coverages not provided by this program:

- Off-site General Liability
- Off-site Excess Liability
- Auto Liability
- Workers' Compensation/Employers Liability
- Pollution Liability
- Professional Liability
- Damage to owned equipment
- Builders Risk

6. **Subcontractor must provide accurate insurance information under the PLP -** Subcontractors shall provide and warrants the accuracy of the information provided on the "PLP Online Enrollment Worksheet" and agrees that Swinerton, their Insurance Representative and/or the PLP Insurance Carriers may, but are not required to, audit the Subcontractors' records to confirm the accuracy of any insurance data. Subcontractors warrant and agree that Swinerton is entitled to and may collect additional insurance premiums as may be developed as a result of said audits and or changes/change orders as may be agreed to in connection with the Work. Subcontractors further agree to provide Insurance Records, Policies, Declaration Pages of Policies, and all appropriate Insurance Rating Information, Certificates of Self-Insurance and such other documents as may be requested in order to assure the accuracy of insurance data. If these items are not furnished, the subcontractor agrees to a charge 2% of contract value for their participation in the program. Additionally, Subcontractors shall furnish to Swinerton, their Insurance Representative or the Insurance Carrier, all information and documentation which Swinerton may require from time to time in connection with the issuance of any policies pursuant to PLP, in such form and substance as Swinerton or its designee may prescribe or require including above referenced documentation for all policies renewing while under this Work Order.

7. **Subcontractors assign all return premiums -** Subcontractors assign to Swinerton all return premiums, premium refunds, dividends and other monies due or to become due in connection with the insurance which Swinerton provides under the PLP, all of which shall inure to the benefit of Swinerton. The Subcontractors shall execute such further documentation as may be required by Swinerton to effectuate this assignment.

8. **Subcontractor must cooperate with insurance representatives –** Subcontractors shall promptly comply with the requirements, obligations and recommendations of Swinerton, their Insurance Representative or Insurance Carrier, so that the PLP may be properly administered and so that the Insurance Carriers will continue to provide the coverage under the PLP. If Subcontractors should fail to comply with any requirement, obligation or recommendation, Swinerton may withhold any payments due the Subcontractors until such time as they shall have performed the requirements, obligations and recommendations as required by this Agreement, or by the insurance policies.

9. **Subcontractors must cooperate in claims management and return to work issues –** Subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of their operations conducted under or in connection with the work and shall cooperate with Swinerton, their Insurance Representative and/or Insurance Carrier with the adjustment, settlement, arbitration or litigation of all said claims.

10. **Subcontractor is responsible for its lower-tier subcontractors compliance -** Subcontractors agree to include this Attachment and accompanying PLP Manual, in their entirety, in any lower-tier subcontract executed by them for any part of their scope of work to be performed by them or said Subcontractors under this Work Order and agree to enforce all requirements, obligations and recommendations as specified in this Attachment, including but not limited to the completion of all required and necessary PLP enrollment forms, change order forms, insurance applications, prompt and full compliance with all audit requests, claim reporting and adjustment/settlement procedures and full participation in and compliance with safety, loss prevention and control programs implemented by or at the request of Swinerton, their Insurance Representative, the Insurance Carrier and/or as required by any local, state or federal laws. Subcontractor is responsible for its lower-tier subcontractors compliance with the requirements of this Attachment, and the accompanying Manual.

11. **Only PLP Coverages (General Liability and Excess Liability) are being provided –** No type of insurance other than that set forth above and in the PLP Manual shall be furnished by Swinerton. The furnishing of insurance under the PLP by Swinerton shall in no way relieve, nor be construed to relieve, Subcontractors of any responsibility or obligation whatsoever otherwise imposed by this Agreement. Additionally, nothing shall be construed as implying that any coverage(s) will be provided by Swinerton other than as outlined in the actual PLP insurance policies.

12. **Subcontractor waives indemnity / subrogation for covered claims –** Subcontractor, on its own behalf and on behalf of anyone claiming by, through or under Subcontractor, whether by way of subrogation or otherwise, hereby waives indemnity and/or subrogation rights which they may now or hereafter have in connection with the performance of the Work to the extent such subrogation rights are not the result of any intentional wrongful act of omission of the party causing such loss. Furthermore, Subcontractor hereby waives any indemnity and/or subrogation rights for any claims or cause of action for which the PLP policies provide coverage.

13. **If the Subcontractor has been instructed to include the insurance costs for General Liability and Excess Liability in the bid/contract, Subcontractor shall comply with insurance charge –**
The PLP Online Enrollment Worksheet estimates the value of insurance premiums within the Subcontractors' bid, and/or Subcontract Agreement value. The value of such insurance shall be verified through the use of payroll reports and audit, if requested by Swinerton. Further, the value of such insurance premiums identified by the PLP Enrollment Worksheet or otherwise calculated through audit shall be charged to the Subcontractors through payment deductions. Original Work Order shall be executed including the value of the insurance premiums identified in the PLP Application Worksheet.

Subcontractor insurance charges that will be deducted are calculated as follows:

☐ Swinerton Prime Contract Value $100,000 or less – no credits are assessed

☐ Swinerton Prime Contract Value $100,001 to $1,000,000 – flat .6% rate of subcontract value

☐ Swinerton Prime Contract Value $1,000,001 and over – sub's policy rates used

B. Subcontractors Insurance Requirements

1. **Subcontractors must provide other insurance -**
In addition to its participation in the PLP Program, Subcontractors shall, at their own expense, maintain in effect not less than the following coverages and limits of insurance which shall be maintained with insurers, policy forms and deductibles satisfactory to Swinerton Builders and the Owner. If Subcontractors use existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Subcontractors agree to amend, supplement or endorse the existing coverage to do so, at no additional cost to Swinerton. Swinerton may withhold future progress payments if these insurance requirements are not met.

2. The subcontractor's enrollment status in the PLP program impacts the coverages which the subcontractor must provide:

   a. If the subcontractor is not enrolled in the PLP program, then the following coverages in section 3 must be provided in full for operations both at the jobsite and off-site work.

   b. If the subcontractor is enrolled in the PLP program, then the following coverages in section 3 must be maintained. General Liability/Excess coverage requirements will apply to off-site exposures.

3. Insurance Requirements:

   a) **<u>Workers' Compensation and Employer's Liability Insurance -</u>**
   State Workers' Compensation - coverage as required by law.
   Employer's Liability with limits not less than each of the following:

$1,000,000	each accident for bodily injury;
$1,000,000	policy limit for bodily injury by disease;
$1,000,000	each employee for bodily injury by disease.

   Waiver of Subrogation Endorsement is required in favor of Swinerton Builders and the Owner.

b) **General Liability and Umbrella/Excess Insurance**
Subcontractors shall carry a Commercial General Liability Policy provided on or equivalent to ISOCGL Form No. CG 00 01 12 07. Policy must include premises operations, completed operations, contractual liability and broad form property damage. This coverage shall apply for operations except those performed on the project site for enrolled subcontractors. The Limits of Liability for Bodily Injury and Property Damage under this section shall not be less than:

$2,000,000	each Occurrence;
$2,000,000	Products/Completed Operations Aggregate;
$2,000,000	General Aggregate – Per Project -.

c) **Automobile Insurance**

$1,000,000	C.S.L. (Combined Single Limit) and shall cover any auto including owned, hired and non-owned automobiles.

d) **Umbrella / Excess Insurance** – If needed to meet requirements of a., b., and c above.

e) **Professional Liability Insurance (Errors and Omissions)**
All Architects, Engineers, Surveyors, Consultants and Subcontractors with design responsibility shall provide the following additional coverage: An Architect's and Engineer's Professional Liability Policy with Limited Contractual Liability Coverage in favor of Swinerton Builders and Owner and a deductible no greater than $25,000 per claim and a Waiver of Subrogation in favor of Swinerton Builders and Owner. Any SIR must be clearly identified on a Certificate of Insurance and is subject to Swinerton's approval. This insurance shall be maintained for not less than the duration of the project and five (5) years following completion of construction. Retroactive date of such policy must be on or before the date Subcontract or and Consultant began offering professional services. Limit of liability shall be not less than $1,000,000 Per Claim (specific to this project only).

f) **Pollution Liability Insurance**
When coverages listed below are required, policy will contain Additional Insured and Waiver of Subrogation endorsements in favor of Swinerton Builders.
Asbestos and/or Lead Liability: If work contemplates asbestos or lead abatement, Subcontractors shall provide such insurance coverage on an occurrence basis for claims arising out of abatement, removal, storage, transportation and disposal activities with a limit of liability not less than $5,000,000 per occurrence.
Environmental Impairment Liability: If work contemplates handling or hauling other pollutants, subcontractor will provide insurance to coverage, among other things, claims arising out of all hazardous material and hazardous waste remediation, storage, transportation, and disposal. Such insurance shall be written on an occurrence basis with no sunset clause, or on a claims-made basis with a minimum 5 year extended reporting period (tail) with limits of not less than $5,000,000 each Occurrence (if written on an occurrence basis) or, $5,000,000 each Claim (if written on a claims-made basis).

Mold Liability: Any work that includes EIFS, curtain wall exterior or plumbing, Subcontractor shall provide evidence of Pollution Liability insurance including liability coverage for mold related claims. Such insurance coverage shall be written on an occurrence basis with no sunset clause, or on a claims made basis with a five (5) year extended reporting provision with limits not less than $1,000,000 per claim or per occurrence.

g) The General Liability and Umbrella/Excess and shall contain the following:

i. Additional Insured Listing shall be listed on the Endorsement (2b) exactly as follows:
Swinerton Builders, its parent and affiliated companies; Owner;
Other parties as required by Owner and/or necessitated by construction activities.

ii. An Additional Insured Endorsement adding as an additional insured each party noted in Section 2a of this Attachment as respects liabilities arising out of Subcontractors' *work* under this contract (including Products/Completed Operations) on the ISO CGL **Endorsement CG 20 10 11 85** "Owners, Lessees or Contractors (Form B)", or the two ISO CGL endorsements CG 20 10 10 01 and CG 20 37 10 01.

iii. Waiver of Subrogation Endorsement is required in favor of Swinerton Builders and the Owner.

iv. Cross Liability coverage as would be achieved under the standard ISO separation of insureds clause.

v. Contractual Liability coverage provision or endorsement stating that such insurance, subject to terms and conditions usual to ISO General Liability and Umbrella/Excess Liability Policies, applies to the liability assumed by Subcontractors under this contract.

vi. Offsite work – coverage for this project insured under Swinerton's PLP wrap up program. Specific policy endorsement must be included for offsite exposures of the subcontractor.

vii. Modified Occurrence Liability Policies are **not** acceptable. Claims Made General Liability Policies are **not** acceptable. Subcontractors providing such insurance will be considered in default of the requirements of this Subcontract Agreement.

4. On execution of the Work Order, prior to commencement of work, and if requested by Swinerton, Subcontractors shall file on forms acceptable to Swinerton Builders a certificate of insurance properly executed and signed by an authorized representative on behalf of the insurer(s) evidencing the above coverages and conditions to Swinerton Builders. Subcontractors shall maintain the required Insurance and Additional Insureds for the period of time for which the Subcontractor may be held legally liable for its work. Also, the required Certificates of Insurance and Additional Insured Endorsements shall be provided and maintained during warranty period of the Subcontractors' work. Subcontractors further agree, upon written request by Swinerton Builders or Owner, to furnish copies of such policies, certified by an authorized representative of the insurer(s).

5. All Insurance coverage provided by the Subcontractors shall be through acceptable insurance carriers licensed in the state(s) where work is being performed with a minimum A.M. Best Company standard of A-:VII or greater.

6. Subcontractor will provide written notice to Swinerton Builders and Owner at least thirty (30) days prior to termination, non-renewal, cancellation or reduction of coverage in the policy.

7. Subcontractors will be required to participate in Builder's Risk policy deductibles as outlined in contract terms.

C. Bonding Requirements (If required in Subcontract Agreement)

1. Payment and Performance Bonds to be in the amount of 100% of the contract.

2. Swinerton Builders bond forms are issued with Subcontract Agreements. These are the **only** forms that will be accepted and must appear without revision. Forms must be signed and notarized for both Principal and Surety. Exhibit A-2 is samples of the payment and performance bonds.

3. Surety Bond Carriers will be deemed acceptable if listed in the most current United States Department of the Treasury – Federal Register for a treasury limit not less than the amount of the contract or if approved by Swinerton Builders.

4. For all change orders causing additions greater than either $100,000 or 50% of the previously bonded amount of the subcontract, Subcontractor will be responsible for obtaining Consent of Surety in the form of an increase rider which shall increase the original bond to an amount equal to the new subcontract amount.

5. Premiums are to be paid by Subcontractor and to be included in the subcontract sum.

SAMPLE CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/02/2013

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 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).

Subcontractor's Insurance Broker

PRODUCER
Agency Manager, Inc.
2500 Bond Street
University Park, IL 60466
800-999-5368

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Selective Insurance Company	
INSURER B :	Indemnity Insurance	
INSURER C :	State Fund	
INSURER D :		
INSURER E :		
INSURER F :		

Name of Subcontractor (should match the name as written in the subcontract)

INSURED
Subcontractor
123 Main Street
San Francisco, CA 45678

Current dates are required

COVERAGES CERTIFICATE NUMBER: 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.

Claims Made or Modified Occurrence is <u>not</u> acceptable

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY			123456789	08/01/13	08/01/14	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS			234567891	08/01/13	08/01/14	BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$ 1,000,000
	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			456789123	08/01/13	08/01/14	AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A			345678912	08/01/13	08/01/14	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

The two "each occurrence" boxes should total at least as much as required by your contract

This section is to evidence Professional Liability and/or Pollution Liability if required

The totals in <u>each</u> box should be at least $1 million

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This section should reference the Job Number, Project Name, and/or location

Certificate Holder is named as an Additional Insured per attached form CG2010 07 04 on the General Liability and Waiver of Subrogation applies for General Liability for offsite operations. Workers Compensation coverage and Waiver of Subrogation apply to onsite operations.

RE: New Project #20314857

CERTIFICATE HOLDER

Swinerton Builders

This should name Swinerton Builders with the division's full address

CANCELLATION

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

Signed by Broker only

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Sample Additional Insured Endorsement

The Named Insured should always be the same as the "Insured" name on the Certificate (It should also read exactly the same as in the Subcontract Agreement)

This policy number should be the same as that listed for General Liability on the Certificate of Insurance

POLICY NUMBER :

COMMERCIAL GENERAL LIABILITY

NAMED INSURED:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (Form B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART .

SCHEDULE

Name of Person or Organization:

Swinerton Builders, its parent and affiliated companies; Owner; other parties as required by Owner and/or necessitated by construction activities

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Additional Insureds should be listed exactly as noted here

Should list out the project, name, location, and/or project number that the Subcontract Agreement refers to

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

It is further agreed that such insurance as is afforded by this policy for the benefit of the above Additional Insured(s) shall be primary insurance as respects any claim, loss or liability arising out of the Named Insured's ongoing operations, and other insurance maintained by the Additional Insured(s) shall be excess and non-contributory with the insurance provided hereunder.

It is agreed that the above policy contains a standard cross liability or severability of interest clause.

CG 2010 0704

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The primary wording, as required in the contract, is typed onto the Additional Insured Endorsement here. The severability of interest clause is often typed here too.

These requirements are SPECIFIC to this job as per the Owner's requirements. Please submit a Certificate and Endorsement specific to this job.

BOND NO. _____
PREMIUM _____

SUBCONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we **«SUBCONTRACTOR»**, as Principal, and _____ as Surety, are held and firmly bound unto **SWINERTON BUILDERS** as Obligee, in the penal sum of **«CONTRACTAMT1» and no/100 dollars ($«CONTRACTAMT2»)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain agreement which is hereto attached and made a part hereof, with the Obligee dated **«SUBCONTRACTDATE»**, for labor, material, equipment and services, complete plans, specifications, addenda thereto and in accordance with Subcontract No. **«SUBCONTRACTNO»** being part of the work covered by a contract dated on or about **«CONTRACTDATE»**, between **«OWNERNAME»**, **«OWNERADDRESS»**, hereinafter called Owner, and the said Obligee for **«PROJECTNAME»**, **«PROJECTADDRESS»**, which contract and the specifications and general conditions thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall pay promptly and in full the claims of all persons, firms or corporations, performing labor or furnishing equipment, materials, or supplies incurred in connection with the contract to be performed under said agreement, and shall indemnify and save harmless the Obligee from all loss, liability, costs, damages, penalty, attorney's fees or expenses for all taxes, insurance premiums, any and all applicable contributions, allowances or other payments or deductions, however termed, required by statute or union labor agreement, including voluntary payment thereof by the Obligee necessary to insure orderly prosecution of work or other items or services used in, upon or for or incurred in connection with the contract to be performed under said agreement, then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said agreement, any change in the character or scope of the work to be performed, or the method of performance, under said agreement or modification of said agreement or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the said Obligee and the Owner or any change that may be made in the performance of the work under said agreement by the Principal, assented to by the Obligee, whether made under express agreement or not, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby consenting to and waiving notice of any such change, alteration, modification or amendment.

Subject to the priority of the named Obligee with respect to recovery up to the penal sum of this bond, persons who have supplied or furnished labor, material machinery, equipment or supplies to the Principal for use in the prosecution of the work provided for in said contract shall have a direct right of action against said Principal and Surety under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seal, this _____ day of _____, 20 _____.

PRINCIPAL: _____
SIGNATURE

NAME/TITLE: _____

SURETY: _____
SIGNATURE

NAME/TITLE: _____

*Notary acknowledgement and seal required for Principal and Surety

These requirements are SPECIFIC to this job as per the Owner's requirements. Please submit a Certificate and Endorsement specific to this job.

BOND NO. _____
PREMIUM _____

SUBCONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we **«SUBCONTRACTOR»**, as Principal, and _____ as Surety, are held and firmly bound unto **SWINERTON BUILDERS** as Obligee, in the penal sum **of «CONTRACTAMT1» and no/100 dollars ($«CONTRACTAMT2»)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain agreement which is hereto attached and made a part hereof, with the Obligee dated **«SUBCONTRACTDATE»**, for labor, material, equipment and services, complete per plans, specifications, addenda thereto and in accordance with Subcontract No. **«SUBCONTRACTNO»** being part of the work covered by a contract dated on or about **«CONTRACTDATE»**, between **«OWNERNAME»**, **«OWNERADDRESS»** hereinafter called Owner, and the said Obligee for **«PROJECTNAME»**, **«PROJECTADDRESS»** which contract and the specifications and general conditions thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall fully indemnify and save harmless the Obligee from all loss, liability, costs, damages, penalty, attorney's fees or expense which Obligee may incur by reason of failure to well and truly keep and perform each, every and all of the terms and conditions of said agreement on the part of the said Principal to be kept and performed, including but not limited, to completion within the time specified of all work covered by said agreement, performance of all obligations, and guarantees of the Obligee relating to such work under the contract with the Owner; then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said agreement, any change in the character or scope of the work to be performed, or the method of performance, under said agreement or modification of said agreement or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the said Obligee and the Owner or any change that may be made in the performance of the work under said agreement by the Principal, assented to by the Obligee, whether made under express agreement or not, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby consenting to and waiving notice of any such change, alteration, modification or amendment.

It is a further condition hereof that no other than the named Obligee and the successors, administrators, or assigns of the Obligee shall have the right of action under this bond.
IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seal, this _____ day of _____, 20 _____.

PRINCIPAL: _____
SIGNATURE

NAME/TITLE: _____

SURETY: _____
SIGNATURE

NAME/TITLE: _____

*Notary acknowledgement and seal required for Principal and Surety