



5004 5th Avenue South • Birmingham, Alabama 35212 • (205) 871-0304 • FAX (205) 871-0308

Jim Cooper Construction Company, Inc.

PURCHASE ORDER TERMS AND CONDITIONS

1. **GENERAL** – These Terms and Conditions, along with the attached Exhibits and the attached “Purchase Order,” all of which attachments are incorporated herein by reference, constitute the entire agreement (the “Agreement”) between Jim Cooper Construction Company, Inc. (“Purchaser”) and the party providing Purchaser with goods, services, or rental equipment (“Vendor”) for the project specified in the Purchase Order (the “Project”). Purchaser and Vendor are the “Parties.” This Agreement supersedes any previous agreements between the Parties, and by sending this Agreement to Vendor, Purchaser expressly rejects any terms and conditions proposed by Vendor in any proposal, purchase order, or terms made by Vendor to Purchaser. Vendor’s representative’s signature on the Purchase Order and/or delivery of Material (defined as any and all material, equipment, apparatus, item, process, and portions and parts thereof to be supplied by Vendor as described in the Purchase Order) and/or performance of Services (defined as any and all work and services to be supplied as described in the Purchase Order) under the Agreement shall signify Vendor’s acceptance of the Agreement. No term or condition stated by Vendor not included in the Agreement shall not be binding on Purchaser. Purchaser’s acceptance of the Purchase Order does not bind Purchaser with regard to any other purchase order relating to the Project.
2. **OBLIGATIONS OF VENDOR** – Vendor shall supply the Material or Services at such time and location as Purchaser may direct. Vendor recognizes that Purchaser is a general contractor that performs services for the Owner of the Project. Purchaser may be under the direction of a design professional (the “Design Professional”) selected by the Owner pursuant to the terms of a contract that binds Owner and Purchaser (the “Prime Contract”). Vendor agrees to provide Material and Services in accordance with the specifications and requirements of the “Contract Documents” (as the Contract Documents are defined by the Prime Contract). Vendor shall also provide Material and/or perform Services in such a manner as may be directed by Purchaser as not to interfere with Purchaser’s obligations under the Prime Contract. Vendor shall be responsible for providing any and all equipment needed to use the Material or perform the Services at the Project site.
3. **FIELD SERVICES** – If the provision of Material and/or Services specified in this Agreement requires Vendor’s physical presence at the site of the Project, Vendor agrees to comply with **Exhibit A**, “Terms and Conditions for Provision of Material or Services at Project Site,” which is incorporated herein by reference.
4. **RENTAL EQUIPMENT** – If this Agreement includes the rental of equipment or other items, Vendor agrees to comply with **Exhibit B**, “Terms and Conditions for Rental Equipment,” which is incorporated herein by reference.
5. **PAYMENT** – Vendor understands and agrees that Owner’s payment to Purchaser for Material and Services provided under this Agreement is a condition precedent to Purchaser’s payment obligation to Vendor. Purchaser shall make payment to Vendor according to the payment schedule attached to the Purchase Order. If no payment schedule is attached to the Purchase Order, Purchaser will make payment to Vendor within thirty (30) working days after receiving a payment from Owner which includes payment for Materials or and/or Services furnished pursuant to this Agreement. All payments made by Purchaser shall be made less: (a) all previous payments; (b) all charges or back charges for any and all items furnished by or otherwise chargeable by Purchaser to Vendor; and (c) retention (if applicable). The foregoing notwithstanding, Purchaser may also withhold all amounts necessary to protect Purchaser against the risk that the Material and/or Services furnished do not meet the requirements of this Agreement or against a breach of this Agreement by Vendor. Vendor shall, if required by Purchaser and in the form specified by Purchaser, procure and furnish to Purchaser a full and complete release of liens from all persons furnishing labor and material toward performance hereof, or at the option of Purchaser, a satisfactory surety bond indemnifying Purchaser against any claims based thereon.
6. **MATERIALS AND WORKMANSHIP/WARRANTY** -- The Material supplied hereunder, if any, shall be the kind, make, and quality of materials set forth in this Agreement and as may be required by the Prime Contract. All Material supplied hereunder shall be of a first class, efficient, expeditious, good, proper, and workmanlike manner. Any Material or Services not conforming to these standards shall be deemed defective. Vendor warrants the Material and Services supplied hereunder to be of the kind, make and quality described herein, free of defects in design, workmanship, and materials and shall fully conform to and perform in accordance with the Contract Documents, for a period of one (1) year from date of substantial completion, or for such other period of time or from such other date specified in the Contract Documents or required by applicable law. Any replacement of Material or correction of Services shall be additionally warranted against defects for a period of time equal to the specified warranty period after date of such remedying. Vendor further realizes that, notwithstanding any drawings, specifications or other express descriptions of Material or Services set forth in this order, Purchaser is relying on Vendor’s skill and judgment to furnish suitable material for the purposes described herein. All warranties shall survive any inspection, delivery, acceptance, and/or payment. Vendor expressly extends this warranty to Purchaser and Owner.
7. **PURCHASER’S RIGHT TO CORRECT BREACH** - Should Vendor breach its obligations under this Agreement, Purchaser has the absolute right to correct the breach and charge costs incurred by Purchaser in the course of such correction to Vendor.
8. **PERMITS/FEES** – Vendor shall be solely liable for securing and paying for any permit or fee that Vendor may need to lawfully provide Material and Services under this Agreement.
9. **SUBMITTALS** – If required to do so by Purchaser, Vendor shall prepare all necessary shop drawings, product data, samples, and any other submittal relating to the provision of Services or the manufacture and installation of the Material, including the design of any supporting or ancillary structures needed for installation (collectively the “Submittals”). If Purchaser requires Submittals, time is of the essence with respect to this requirement and Vendor’s failure to provide Submittals in the time required by Purchaser shall be a material breach of this Agreement. Neither review nor approval of Submittals by Purchaser, Owner, or the Design Professional shall relieve Vendor of any of its obligations to provide Material and Services in accordance with this Agreement and the Contract Documents.
10. **INSURANCE** – Vendor shall secure and maintain insurance in such amounts and in such form as are acceptable to Purchaser. The insurance requirements for this Agreement are listed on **Exhibit C**, attached hereto and incorporated herein by reference. Vendor shall cause Purchaser to be listed as an “additional insured” in all insurance policies required by this Agreement.



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11. **INDEMNIFICATION** – To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the Owner, Purchaser, Design Professional, 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 Vendor under this Agreement, provided that any such claim, damage, loss, or expense is attributable in whole or in part to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property. The indemnification obligations under this section are severable. The inapplicability or unenforceability of any other portion of this Agreement shall not nullify, reduce, or limit the obligations set forth in this section.
12. **CHANGES TO ORDER** – Purchaser shall have the right to make changes to the Purchase Order, including, but not limited to, changes to quantities of Material, types of Services, specifications for Material and Services, time and manner of delivery, and any other term set out in the Purchase Order. Should any change affect any prices or delivery schedules contained herein, Vendor shall, before proceeding, notify Purchaser of any price and/or delivery changes and receive Purchaser’s agreement thereto. No modification, alteration, or amendment to this order shall be effective unless in a written change order signed by Purchaser and acknowledged by Vendor by signature or performance (either full or partial). Any charges related to changes not so authorized shall not be paid for by Purchaser.
13. **INSPECTION AND ACCEPTANCE** – Purchaser shall have the right to perform shop inspections from time to time to ensure Vendor’s compliance with the terms of this Agreement. Purchaser, Design Professional and Owner, or a designated inspector of any of them, shall have the free access at all reasonable times: (a) to inspect, test and expedite all Material or Services in progress; (b) to reject defective Material and/or Services; and (c) to suspend work on defective or non-conforming Material and/or Services. Vendor shall submit reports regarding production and provision of Material and Services as may be reasonably requested by Purchaser from time to time. Notwithstanding any interim inspection or acceptance or the passage of title, or any payments hereunder, all Material and Services shall be subject to final inspection and acceptance by Purchaser, Design Professional, and Owner at the jobsite.
14. **DELIVERY** – Time is of the essence with regard to this Agreement. Shipment and delivery of Material and provision of Services are to be in strict conformity with the terms of this Agreement. Delivery later than the date specified in the Purchase Order (or a delivery schedule attached thereto) shall constitute a material breach of this order unless excused by acts of God, acts of civil or military authority, governmental priorities, fires, acts of a public enemy, floods, epidemic, war, riot, or like occurrences, provided such occurrences are beyond the control, and without the fault, of the Vendor. The Vendor will not be liable for delays caused solely by the Purchaser. Vendor shall promptly notify Purchaser in writing of any event which may prevent Vendor’s timely delivery. All deliveries made under this Agreement shall be FOB destination.
15. **PATENTS** – Vendor shall defend any suit or proceeding brought against Purchaser, Design Professional or Owner based on a claim that the Material, or any part thereof, constitutes an infringement of any patent. Vendor shall pay all costs and expenses of investigation, defense, and settlement or judgment of any such claim, suit or proceeding. Purchaser, Design Professional, or Owner shall give Vendor prompt notice of any such claim or suit and shall provide at Vendor’s expense such assistance in defending such claim or suits as may reasonably be requested by Vendor.
16. **ASSIGNMENT** - Vendor may not assign this Agreement without the express written consent of Purchaser.
17. **DISPUTE RESOLUTION** – The Parties agree that any dispute arising out of or relating to this Agreement will be resolved first through good-faith discussions between the parties, and, if no agreement can be reached, by mediation under the rules of the American Arbitration Association’s (“AAA”) mediation procedures. If a resolution cannot be reached in mediation, the Parties agree to submit the dispute to binding arbitration governed by the AAA’s Construction Industry Rules in effect on the date of the Purchase Order. Any mediation or arbitration shall take place in Birmingham, Jefferson County, Alabama, or at such other location as Purchaser may direct. Any decision by an arbitrator in accordance with this section shall be binding and may be entered in any court of competent jurisdiction. Subject to the rules of the AAA, Purchaser may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that: (1) the arbitration agreement governing the other agreement permits arbitration; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrators.
18. **TAXES** – All taxes and other contributions to governmental agencies levied directly on the Vendor, its subcontractors or suppliers, shall be included in the purchase price. Unless otherwise specifically changed herein, taxes levied on the sale or use of material shall be stated separately.
19. **CANCELLATION OR TERMINATION BY PURCHASER** – If Vendor fails to perform timely any of its obligations under this Agreement, Purchaser shall have the right to notify Vendor, in writing, of Vendor’s default. If Vendor fails to cure the default within seven (7) days after its receipt of said notice, then Purchaser may, at its option and without waiving or releasing and without prejudice to any other additional or cumulative rights or remedies available to Purchaser under this Agreement or applicable law, terminate Vendor’s right to proceed and to receive payment under this order. In such event, Purchaser shall be entitled to any and all remedies available under this order or as provided by law or equity. In addition, Purchaser may, by written notice, cancel this Agreement in whole or in part for Purchaser’s convenience. In such event, the total payment Vendor shall be entitled to receive under this Agreement shall be the pro rata share of the total price (or the portion of the total price) attributable to those Material and/or Services delivered to or performed in accordance with this Agreement for Purchaser prior to cancellation. Vendor shall not be entitled to any compensation or payment in the event of cancellation for Purchaser’s convenience other than as specifically provided in this paragraph.
20. **COMPLIANCE WITH LAWS** – Vendor agrees to comply with all federal, state, and local laws, regulations, and ordinances that govern, regulate, or otherwise concern Vendor’s performance under this Agreement. Vendor shall hold Purchaser, Design Professional and Owner harmless from all fines, costs of compliance and other costs resulting from noncompliance.
21. **NONWAIVER, SEVERABILITY, NOTICE, AND HEADINGS** – The failure of Purchaser at any time to enforce or to require strict compliance with any provision of this Agreement shall not constitute a present or future waiver of any such provision and shall not affect or impair in any way Purchaser’s rights at any time to enforce any provision of this Agreement. If any provision of this Agreement is declared or found to be unenforceable, the balance of this Agreement shall be interpreted and enforced as if the unenforceable provision was never a part hereof. Any notice permitted or required by this Agreement may be made via electronic means. Headings are for the convenience of the reader and are not a substantive part of this Agreement.
22. **CUMULATIVE REMEDIES** – The remedies provided herein are cumulative in nature and are provided in addition to any other remedies available at law or equity.

EXHIBIT A

TERMS AND CONDITIONS FOR PROVISION OF MATERIAL OR SERVICES AT PROJECT SITE

1. **SAFETY** – Vendor shall take reasonable safety precautions with respect to the performance of this Subcontract. Vendor shall comply with any and all safety measures and initiatives instituted by Purchaser and with any and all applicable laws, statutes, ordinances, codes, rules, and regulations, along with all lawful orders of public authorities, for the safety of persons and property. Vendor shall notify Purchaser immediately (and in no case later than 24 hours after an incident) of any injury to any person which occurred at the Project site or occurred during Vendor's performance of this Agreement. Should Purchaser give instructions to Vendor regarding safety of persons or protection of persons, materials, equipment, or any other elements of the Project site, Vendor shall comply with such instructions without delay.
2. **CLEANING UP** – If Vendor provides Material or Services at the Project's site, it shall keep the premises and surrounding areas free of accumulation of waste materials caused by Vendor's performance under this Agreement. Should Vendor fail to do this, Purchaser may clean up the waste materials caused by Vendor and bill Vendor for the costs of the same.
3. **DUTY TO COOPERATE** – Vendor shall at all times cooperate with Purchaser and Purchaser's other vendors and subcontractors to schedule the delivery and/or provision of Material and Services at such times and in such a manner that avoids conflict, delay, or interference with any work taking place at the Project site. Vendor has the duty to promptly, and in no event later than 24 hours after discovery, notify Purchaser if Vendor discovers that a scheduled delivery or provision of Services will conflict with ongoing work at the Project site.
4. **PRIME CONTRACT** -- The Purchaser and Vendor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of the Prime Contract apply to the Material or Services of the Vendor, the Vendor shall assume toward the Purchaser all obligations and responsibilities that the Purchaser (defined as the "Contractor" in the Prime Contract) assumes toward the Owner and the Architect in the Prime Contract.
5. **FIELD CONDITIONS** – Execution of this Agreement by Vendor is Vendor's representation that Vendor is generally familiar with the Project site and local conditions under which Material is to be delivered or Services are to be performed, and Vendor has determined that the site and local conditions will not delay or prevent Vendor's performance under this Agreement. Vendor shall be responsible for inspection of portions of work already performed to determine that such portions are in proper condition for Vendor to proceed with performance under this Agreement. Failure of Vendor to perform such inspections shall obligate Vendor to be liable for any damage, costs, delays, stoppages of work, or other charges that occur because of (in whole or in part) Vendor's failure to inspect work already performed or failure to identify issues in such inspection that would have been identified by a reasonably skilled and diligent vendor. If, after inspection of subsequent work, Vendor discovers conditions improper to proceed with the Vendor's obligations or that could cause Material or Services provided by Vendor to be unacceptable, Vendor shall immediately notify Purchaser and take such steps required by Purchaser to avoid further delay.
6. **SUPERVISION** – Vendor is responsible for provision of a superintendent, supervisor, or other employee or agent of Vendor who is charged with supervising the delivery of Material and/or provision of Services at the Project site. Vendor will identify this supervisor at Purchaser's request and communication by Purchaser to this supervisor shall be as binding as if given to Vendor.
7. **VENDOR'S LIABILITY** – Vendor shall be responsible to Purchaser for all acts and omissions of Vendor's employees, agents, representatives, subcontractors, and any other person or entity provided Material or Services on Vendor's behalf under this Agreement. Vendor shall be solely liable for any of its own equipment, tools, machinery, vehicles, materials, and any other item whatsoever that it may use during its performance of this Agreement, and Purchaser shall have no duty to repair or replace any such items that may be damaged during the performance of this Agreement.
8. **USE OF SITE** - The Vendor shall confine operations at the Project site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
9. **COMPLIANCE WITH LAWS** – Vendor agrees to comply with all federal, state, and local laws, regulations, and ordinances concerning Vendor's provision of Material and/or Services at the Project site, including, but not limited to, Occupational Safety and Health Act of 1970 ("OSHA").
10. **EQUIPMENT INSURANCE** – Purchaser shall not be liable or responsible for loss or damage to the equipment, tools, machinery, scaffolding, hoists, cranes, trucks, lifts, staging, shoring and other similar items commonly referred to as construction equipment, which may be on the site, facilities or other personal property owned, rented, or used by Vendor, (or anyone employed by Vendor). Vendor shall maintain (or caused to be maintained) such insurance and take such protective action as it deems appropriate and desirable with respect to such property.
11. **HAZARDOUS MATERIALS** – Vendor may not use hazardous materials in performance of this Agreement without the prior, written consent of Purchaser. Should Vendor discover any hazardous materials during its performance under this Agreement, Vendor shall immediately stop work and notify Purchaser. Vendor shall not restart work after such notification until instructed to do so by Purchaser.

EXHIBIT B
TERMS AND CONDITIONS FOR RENTAL EQUIPMENT

1. **RENTAL PERIOD** – The “Rental Period” shall begin on the date Purchaser takes possession of the rented equipment and shall end on the day that Vendor takes back possession of the equipment.
2. **LOADING/UNLOADING/TRANSPORTATION** – Vendor shall be responsible for all expenses relating to the transit, loading, and unloading of the rented equipment unless specified otherwise on the Purchase Order.
3. **MAINTENANCE AND REPAIR** – Vendor shall be responsible for the maintenance and repair of the rented equipment. Should the rented equipment be unavailable for use due to maintenance or repair, Vendor shall provide Purchaser with replacement equipment to avoid any delay in Purchaser’s work at the Project site. If Vendor is unable to provide replacement equipment, Purchaser may find and secure its own replacement equipment and bill Vendor for costs incurred therefrom.
4. **OPERATION** – Purchaser shall cause the equipment to be operated in a safe and reasonable manner. Operation in compliance with the instructions of Vendor shall be considered safe and reasonable operation.
5. **WARRANTY** – Vendor will supply rented equipment in good operating condition, fit for Purchaser’s purposes, and in accordance with the specifications in the Purchase Order. As soon as possible after delivery, Purchaser will inspect the rented equipment and, if inspection shows that the equipment is not in good operating condition, fit for Purchaser’s purposes, or compliant with the Purchase Order’s specifications, Vendor shall be required to provide replacement rental equipment or compensate Purchaser for Purchaser’s costs incurred from finding and securing replacement equipment.



Exhibit C Insurance Requirements

INSURANCE AND BONDS

The Vendor shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Vendor from claims that may arise out of, or result from, the Vendor's operations and completed operations under the Subcontract:

All insurance will be primary and non-contributory with respect to any insurance available to certificate holder.

General Liability

Below is the limit of insurance that Jim Cooper Construction Company, Inc and/or their subsidiaries require. Each Vendor shall name Jim Cooper Construction Company, Inc and or any subsidiaries of Jim Cooper Construction Company, Inc as Additional Named Insureds for the Premises, Ongoing Operations, and Products Completed Operations. The forms that are required are CG 2010 or CG 2033 for Premises/Operations and CG 2037 for Products Completed Operations. In addition, each Vendor must show evidence that there is no residential exclusion listed on the policy or condo conversion exclusion. This insurance shall be Primary & Non-Contributory and the Vendor shall provide a Waiver of Subrogation in favor of Jim Cooper Construction Company, Inc and/or their subsidiaries. 30 Day Notice of Cancellation must be sent to Jim Cooper Construction Company, Inc and/or their subsidiaries. **If there is over a \$10,000 deductible on this policy, Jim Cooper Construction Company, Inc and/or their subsidiaries must be notified in writing.**

General Aggregate	\$ 2,000,000
Products/Completed Ops Aggregate	\$ 2,000,000
Each Occurrence	\$ 1,000,000
Damage To Premises Rented To You (Any One Premises)	\$ 300,000
Medical Expense (Any One Person)	\$ 5,000
Personal & Advertising Injury (Any One Person/Organization)	\$ 1,000,000

Auto Liability

Below is the limit of insurance that Jim Cooper Construction Company, Inc and/or their subsidiaries require. Jim Cooper Construction Company, Inc and/or their subsidiaries must be named an Additional Insured. This insurance shall be Primary & Non-Contributory and the Vendor shall provide a Waiver of Subrogation in favor of Jim Cooper Construction Company, Inc and/or their subsidiaries. 30 Day Notice of Cancellation must be sent to Jim Cooper Construction Company, Inc and/or their subsidiaries. **If there is over a \$10,000 deductible on this policy, Jim Cooper Construction Company, Inc and/or their subsidiaries must be notified in writing.**

Combined Single Limit (Symbol 1 – Any Auto)	\$ 1,000,000
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Workers Compensation

Below is the limit of insurance that Jim Cooper Construction Company, Inc and/or their subsidiaries require. The Vendor shall provide a Waiver of Subrogation in favor of Jim Cooper Construction Company, Inc Limited and/or their subsidiaries. 30 Day Notice of Cancellation must be sent to Jim Cooper Construction Company, Inc and/or their subsidiaries. **If there is over a \$10,000 deductible on this policy, Jim Cooper Construction Company, Inc and/or their subsidiaries must be notified in writing.**

Bodily Injury by Accident, each accident	\$ 500,000
Bodily Injury by Disease, policy limit	\$ 500,000
Bodily Injury by Disease, each employee	\$ 500,000

Excess/Umbrella

Below is the limit of insurance that Jim Cooper Construction Company, Inc and/or their subsidiaries require. The Umbrella or Excess Limit must extend over the Auto Liability, General Liability, and Employers Liability section of the Workers Compensation policy. Jim Cooper Construction Company, Inc and/or their subsidiaries must be named an Additional Insured. This insurance shall be Primary & Non-Contributory and the Vendor shall provide a Waiver of Subrogation in favor of Jim Cooper Construction Company, Inc and/or their subsidiaries. 30 Day Notice of Cancellation must be sent to Jim Cooper Construction Company, Inc and/or their subsidiaries.

Each Occurrence Limit	\$ 4,000,000
General Aggregate Limit	\$ 4,000,000
Products - Completed Operations Aggregate Limit	\$ 4,000,000

Pollution Liability

If there is any work involving toxic materials that could be considered "Pollutants," the Vendor shall be required to maintain a \$1,000,000 limit of liability. This insurance shall be Primary & Non-Contributory and the Vendor shall provide a Waiver of Subrogation and Additional Insured in favor of Jim Cooper Construction Company, Inc and/or their subsidiaries. 30 Day Notice of Cancellation must be sent to Jim Cooper Construction Company, Inc and/or their subsidiaries. **If there is over a \$10,000 deductible on this policy, Jim Cooper Construction Company, Inc and/or their subsidiaries must be notified in writing.**

Professional Liability

If there is any Engineering, Architectural, or Design/Build Work, the Vendor shall be required to maintain a \$1,000,000 limit of liability. This insurance shall be Primary & Non-Contributory and the Vendor shall provide a Waiver of Subrogation in favor of Jim Cooper Construction Company, Inc and/or their subsidiaries. 30 Day Notice of Cancellation must be sent to Jim Cooper Construction Company, Inc and/or their subsidiaries. **If there is over a \$10,000 deductible on this policy, Jim Cooper Construction Company, Inc and/or their subsidiaries must be notified in writing.**

Installation Floater

Vendor shall provide Installation Floater coverage up to the US dollar limit equal to the value of materials at the jobsite and/or being installed. 30 Day Notice of Cancellation must be sent to Jim Cooper Construction Company, Inc and/or their subsidiaries. **If there is over a \$10,000 deductible on this policy, Jim Cooper Construction Company, Inc and/or their subsidiaries must be notified in writing.**

Inland Marine

Vendor shall provide Inland Marine coverage up to the US dollar limit equal to the value of Equipment at the jobsite. 30 Day Notice of Cancellation must be sent to Jim Cooper Construction Company, Inc and/or their subsidiaries. **If there is over a \$10,000 deductible on this policy, Jim Cooper Construction Company, Inc and/or their subsidiaries must be notified in writing.**

Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Vendor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Vendor, and, with respect to the Vendor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Vendor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Vendor with reasonable promptness according to the Vendor's information and belief.

The Vendor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in

whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the **Contractor as an additional insured** for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's completed operations.

PROPERTY INSURANCE

The Vendor is responsible to insure that there is in place property and equipment insurance for the full value of the Vendor's Work, including property and equipment insurance coverage for all materials and equipment stored off-site or in transit whether or not such Work is covered under Project property insurance. When requested in writing, the Contractor shall provide the Vendor with copies of the property and equipment policies in effect for the Project. When the Project Property insurance covers the Vendor's Work, the Vendor is responsible for any deductibles.

If the Project Property Insurance does not provide the required property insurance for the full value of the Vendor's Work, then the Vendor shall purchase insurance for the value of the Vendor's Work, at the Vendor's Expense.

Property insurance for the Vendor's materials and equipment required for the Vendor's Work, stored off site or in transit and not covered by the Project Property Insurance, shall be purchased and paid for by Vendor.

WAIVERS OF SUBROGATION

The Contractor and Vendor waive all rights against (1) each other and any of their Vendors, sub-Vendors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their Vendors, sub-Vendors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner or Contractor as a fiduciary. The Vendor shall require of the Vendor's Sub-Vendors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Any insurance policy obtained by the Vendor to fulfill the insurance requirements of the Subcontract shall name the Contractor as additional insured and provide that such insurance shall be deemed primary to any similar insurance to the Contractor may obtain for its own benefit, which shall be excess or secondary but not contributing insurance. All insurance will be primary and non-contributory with respect to any insurance available to certificate holder.