



Join Our Bid List

Alter Development requires every subcontractor to submit their W9 and Certificate of Insurance to join their bid list. An updated copy of your COI should be sent to Alter every renewal year. Below you will find an example COI, reference sheet, & subcontractor agreement. Alter requires two references for each subcontractor who wishes to join the bid list. These references must be general contractors that you have worked with within the last 3 years. Your references must fill out the attached form.

Once completed, please send your completed W9, COI, two reference forms, and subcontract agreement to Heather@thealterco.com. If you have any questions, contact our office at (502) 272-0006.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
DATE

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Insurance Agency 321 Spring Street Louisville, KY 40507	111-111-1111	CONTACT NAME: PHONE (A/C, No, Ext): 111-111-1111 FAX (A/C, No): 111-111-1111 E-MAIL ADDRESS: EMAIL
INSURED Insured 123 Spring Street Louisville, KY 40207	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : A+ RATED INSURANCE CARRIER	
	INSURER B : A+ RATED INSURANCE CARRIER	
	INSURER C : A+ RATED INSURANCE CARRIER	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary & Noncontributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			POLICY NUMBER	DATE	DATE	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			POLICY NUMBER	DATE	DATE	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			POLICY NUMBER	DATE	DATE	EACH OCCURRENCE \$ \$1,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			POLICY NUMBER	DATE	DATE	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Professional Liability			POLICY NUMBER	DATE	DATE	Aggregate 1,000,000 Each 1,000,000

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

It is agreed that JJWT, LLC dba Alter Development are added as Additional Insureds on a primary and non-contributory basis, in respects to General Liability, with waiver of subrogation, and Automobile Liability, as well as Worker's Compensation and Employer's Liability with respect to operations performed by the Named Insured in connection with this project.

CERTIFICATE HOLDER**CANCELLATION**

JJWT, LLC dba Alter Development 136 St. Matthews Avenue, Suite #300 Louisville, KY 40207	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
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Date: _____ Company (giving reference): _____
Contact Name: _____ Re: Reference for _____

1. Are you willing to provide a reference for the above Subcontractor/Supplier? Yes No
If No, please email the questionnaire to our office as soon as possible

GENERAL

- 2. Has your firm worked with the above named company for 3 years or more? Yes No
- 3. In your experience, has this Subcontractor/Supplier ever failed to execute an agreement when awarded? Yes No
- 4. Would you work with this Subcontractor/Supplier again? Yes No
- 5. In this trade, how would you rate this company's overall performance?
Poor Below Average Average Above Average Excellent

PERFORMANCE

- 6. Would you say this Subcontractor/Supplier provides quality installation in accordance with the plans, specs and governing codes? Yes No
- 7. Does this Subcontractor/Supplier provide the necessary staffing to complete the project in accordance with the Project Schedule? Yes No
- 8. Does this Subcontractor/Supplier attend and participate in the regular subcontractor coordination meetings? Yes No
- 9. Does this Subcontractor/Supplier provide submittals and shop drawings in a timely fashion and, in your experience, are the materials and supplies delivered to the site on time? Yes No
- 10. Is paperwork (such as pay requests, schedule of values, change proposals and releases) produced in a timely fashion and a professional manner? Yes No

FINANCIAL

- 11. How would you rate this Subcontractor/Supplier competitiveness with respect to pricing, with Poor being the least?
Poor Below Average Average Above Average Excellent
- 12. Does this Subcontractor/Supplier provide proper lien releases from suppliers and subcontractors prior to receiving payment? Yes No
- 13. Are you aware of any instances when this Subcontractor/Supplier has failed to pay their suppliers or subcontractors? Yes No
- 14. What is the nature of work they performed for your firm?

15. Other Remarks:

Phone Number: _____

ONCE COMPLETED, PLEASE EMAIL A COPY OF THIS FORM TO HEATHER@THEALTERCO.COM



CONTINUING AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR
THIS CONTINUING AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

This agreement is made this ____ day of ____, 2022 by and between (Contractor) and ____ (Subcontractor), whose mailing address is ____ for purposes of identification..

- Project:
Owner:
Architect:
Contractor:
Subcontractor: _____

Background

CONTRACTOR is desirous of employing SUBCONTRACTOR to perform work and provide material subject to general conditions which will apply to all work performed and material provided by the SUBCONTRACTOR no matter when and where performed (individually and collectively the "Work"). These conditions are to be supplemental to any conditions specific to any particular Work performed by the SUBCONTRACTOR for the CONTRACTOR, the payment to be made by CONTRACTOR to SUBCONTRACTOR for the following project schedule _____ and the scope and performance of work described _____, subject to additions and deductions by written change order in the AMOUNT of _____ and of the other covenants and conditions set forth herein, THE PARTIES AGREE AS FOLLOWS:

Terms and Conditions

- 1. Work. SUBCONTRACTOR agrees that all Work performed at the request of the CONTRACTOR shall be performed in a workmanlike manner, in accordance with applicable law, manufacturers' recommendations, best general trade practices and in compliance with any and all plans and specifications provided by the CONTRACTOR.
2. Employment of Subcontractors and Laborers. SUBCONTRACTOR shall employ, in the SUBCONTRACTOR'S name as employer, all labor used in the performance of any Work and shall, in its name and not as agent for CONTRACTOR, make all purchases of materials, supplies or equipment and enter into all subcontractors for the performance any Work to be performed by the SUBCONTRACTOR the SUB -CONTRACTOR is an independent contractor and not an employee of the CONTRACTOR. The SUBCONTRACTOR shall be solely responsible for all taxes and withholding normally paid by independent contractors.
3. Hold Harmless. The SUBCONTRACTOR agrees to defend, indemnify and save the CONTRACTOR harmless from and against any and all claims, liability, costs, expenses, losses, court



actions or judgments that may arise out of the performance of any Work or breach of any conditions of any contract with the **CONTRACTOR** by the **SUB-CONTRACTOR** or because of any act or omission of the **SUBCONTRACTOR** or of any of the **SUBCONTRACTOR'S** employees, agents, subcontractors or other third parties in any way engaged in or connected with the performance of any Work by **SUBCONTRACTOR**. The **SUBCONTRACTOR** is required to list the **CONTRACTOR**.

4. Commercial General Liability Insurance. The **Subcontractor** shall procure and maintain in effect a policy of Commercial General Liability Policy (ISO form CG0001 10 01 or a substitute form providing equivalent coverage) with an Insurance Company duly admitted in the State of Kentucky and shall be reasonably acceptable to **Contractor**. All subcontractor insurance carriers must be A- Rated or better as it refers to A.M. Best. This policy must insure the subcontractor and contractor against Bodily Injury and Property Damage Liability in an amount not less than One Million and no/100ths Dollars (\$1,000,000) each occurrence and Two Million and no/100ths Dollars (\$2,000,000) General Aggregate. Products and Completed Operations Aggregate Limit of Two Million and no/100ths Dollars. The **Subcontractor** shall provide the **Contractor** with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 2010 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 2010 07 04 and CG 2037 07 04 (or substitute forms providing equivalent coverage) naming the **Contractor** Additional Insured thereunder. Additional Insured coverage shall apply as primary and non-contributory with respect to any other insurance afforded to **Contractor**. The coverage available to the Contractor, as additional insured, shall not be less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate (subject to a Per Project / Per Premise Aggregate provision applicable to the project), \$1,000,000 Personal and Advertising Injury and \$2,000,000 Products/Completed Operations Aggregate. Such Insurance shall cover liability arising from premise, operations, independent contractors, products completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There should be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. Certificates of such Insurance shall be deposited by **Subcontractor** with **Contractor** before commencement of any Work.

Waiver of Subrogation: **Subcontractor** shall obtain upfront each of its insurers a Waiver of Subrogation on Commercial General Liability in favor of **Contractor** with respect to Losses arising out of or in connection with the Work

5. Workers Compensation Insurance. The **SUBCONTRACTOR** shall procure and maintain in effect a Workmen's Compensation insurance on the **SUBCONTRACTOR'S** employees as required by law and shall maintain a current certificate of such coverage with the **CONTRACTOR** before commencing any Work. Any such policy shall hold the **CONTRACTOR** harmless for any and all Workers Compensation injuries related to **SUBCONTRACTORS** employees. All **SUBCONTRACTORS** must carry Workers Compensation and Employers Liability coverage with limits of not less than: \$500,000 Each Accident Limit, \$500,000 Each Disease Aggregate Limit and \$500,000 Disease Each Employee Limit with Waiver of Subrogation.

6. Commercial Auto Insurance. The **Subcontractor** shall procure and maintain in effect Commercial Auto Insurance Coverage with limits not less than One Million and no/100ths Dollars (\$1,000,000) for Bodily Injury each person and One Million and no/100ths Dollars (\$1,000,000) for Property Damage each accident or Bodily Injury and Property Damage Liability of One Million and no/100ths Dollars (



1,000,000) Combined Single Limit each accident.

Waiver of Subrogation: **Subcontractor** shall obtain upfront each of its insurers a Waiver of Subrogation commercial Auto Insurance in favor of **Contractor** with respect to Losses arising out of or in connection with the Work.

7. Compliance with Statutes. The **SUBCONTRACTOR** shall comply with all laws, ordinances, rules and regulations bearing on the conduct of any Work and shall pay the expense thereof. Any required notices shall be given by the **SUBCONTRACTOR**, and all necessary licenses and bonds required for the performance of this Contract shall be secured and paid for by the **SUBCONTRACTOR**.

8. Work Inspection. The **SUBCONTRACTOR** shall permit and facilitate an inspection of any Work by **CONTRACTOR** or **CONTRACTOR'S** agents and public authorities at all times.

9. Binding Effect. The Contract shall inure to the benefit of and be binding upon the parties here to and their respective heirs, assigns, personal representatives or other lawful and legal successors interest.

10. Each Certificate of Insurance shall provide that the **Subcontractor** insurer must give the **Contractor** at least 30 days prior written notice of cancellation and termination of the Subcontractors coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy. Said new and replacement endorsements shall be similarly endorsed in favor of Contractor as set forth above. This applies to Commercial General Liability, Workers Compensation and Commercial Auto Insurance exposure.

11. Safety. The contractor makes no representation with respect to the physical conditions or safety of the construction site. The Subcontractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents and/or exposure of workers and others to hazardous materials is the responsibility of Subcontractor and Subcontractor shall comply with all safety measures initiated by Contractor and all federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established by Contractor during the progress of the Work. Subcontractor shall notify Contractor within three (3) days of any injury to an employee or agent of Subcontractor that occurred at the Project Site. Subcontractor shall indemnify, defend and hold harmless Contractor, Owner and their respective officers, directors, agents and employees from any cost, expenses or liability (including attorneys' fees, fines or penalties) resulting from failure of Subcontractor to comply with the aforesaid laws, regulations and codes.

12. Clean-Up. Subcontractor shall clean up the areas used by Subcontractor for its Work on a daily basis and remove from the Project Site or to a specified location on the Project Site as directed by Contractor, and in a manner that will not impede either the progress of the Project or of other trades, all rubbish, waste material, excess material and debris resulting from the Work.

“**CONTRACTOR**”

“**SUBCONTRACTOR**”

ALTER

DEVELOPMENT + REALTY

Name: _____

By: _____

Print Name/Title

Name: _____

By: _____

Signature

Print Name/Title