



4666 South 132nd Street
 Omaha, NE 68137
 Telephone: (402) 333-1462
 Fax: (402) 333-0182
www.mcneilcompany.com

SUBCONTRACT AGREEMENT

To: SealRite Insulation 1622 Read Street Omaha, NE, 68112	Subcontract #: 14260 Date: 9/1/2026 Job: 2-2513 Wood, Phil & Michelle Job Address: 3435 N 140th Cir Omaha, NE, 68164
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Description: 2-2513_SealRite

Scope of Work:

Contractor employs Subcontractor as an independent contractor, to perform the following part of the Work which Contractor has contracted with the Owner to provide on the Project:

Subcontractor agrees to perform such part of the Work under the general direction of the General Contractor and subject to the final approval of the Owner and/or General Contractor, in accordance with and reasonably inferable from the Contract Documents. Subcontractor shall furnish all of the materials, along with competent supervision, shop drawings and samples, close-out documents, tools, equipment, hoisting, lifting, storage, applicable sales tax, and everything necessary, reasonably inferred and incidental to fully complete the Scope. To include, but not limited to, the inclusions and exclusions below:

Item Number	Description	Amount
1	07-210 Insulation	5,675.00

Total Subcontract Amount: \$5,675.00

Inclusions:

Item Number	Description
1	Provide all labor, equipment, material, and supervision necessary to complete the work
2	Flat & Open 3 areas (Fill In) - R-50 IBL JM CLIMATE PRO BW 31.5 lb blow
3	Extended Lid - Supply & Install R - 38 Fiberglass Batt
4	Outside Walls 2x4 - Supply & Install BIBS Fiberglass Insulation for an R -Value of R - 15
5	Outside Walls 2x6 - Supply & Install BIBS Fiberglass Insulation for R - Value of R - 23

6	Outside Walls - NET, 9'x750' ISF 50 CUSTOM PRINTED (SEALRITE)
7	Master Bedroom Lid & Rim Joist Fill In - Supply & Install R - 19 Fiberglass Batt
8	Master Bedroom, Baths & Laundry - Supply & Install R - 15 Fiberglass Batt
9	Powder Bath, Laundry, Basement bath sound fill in, Pack Eaves @ Attic Perimeter - Supply & Install R - 13 Fiberglass Batt
10	Firestop All Penetrations for Building Inspection - Supply & Install Fire Foam
11	Caulk Base Plates - Supply & Install Caulk
12	Foam Windows & Doors - Supply & Install Window & Door Foam

Billings: McNeil agrees to payment of this contract in draws for work that is completed and approved. Receipt of invoice in our accounting office by the 25th of the month will be paid the following month. Final payment will be paid after work has been completed and approved by McNeil Company. Send all invoices to accounting@mcneilcompany.com

Quality Control: Quality control is crucial; unacceptable work and/or finishes which do not fall within industry standards will be replaced at no additional cost to the Contractor/Owner. Clean up your work on a daily basis to the dumpster on site provided by McNeil Company.

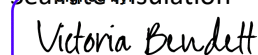
Safety: Safety shall meet or exceed all current OSHA standards. Subcontractor shall comply with McNeil Company safety policy.

Milestones: September 2026

Schedule: Any questions regarding schedule, please contact Madisyn Van Den Boogaart at 402-881-7745 or the on-site superintendent, Ron Milhan at 402-510-2810

Signed:

Seal Rite Insulation



EE2453DBC39B4C6

By

Victoria Bendett

Print Name

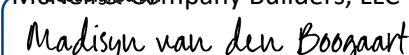
Contracts Management

Print Title

9/24/2026

Date

McNeil & Co Company Builders, LLC



BDDDB3A2C1354B6

By

Madisyn van den Boogaart

Print Name

Project Manager

Print Title

9/24/2026

Date

The Subcontractor agrees to:

1. Complete all work described in the plans and specifications for this project with the highest standards found in the local industry and in accordance with the attached Quality Control Checklist. Provide only new materials with substitutes used only if approved in writing in advance. Submit shop drawings and samples as required.
2. Subcontractor agrees to work exclusively with McNeil Company Builders on this project and further agrees not to negotiate or provide pricing directly to Client without written consent from McNeil Company Builders for a period of one year after completion of this contract with McNeil Company.
3. In the case of a change request from the Contractor, submit a written claim for adjustment to the contract sum necessitated by the change. Refrain from pursuing the applicable work until the change request has been agreed to in the form of a written change to this Subcontract Agreement, signed by both parties. Any such approved change will be made a part of this agreement as to all terms and conditions.
4. Comply with all applicable local, state, and federal rules and regulations bearing on the performance of the work under this subcontract. Take all required safety precautions. Secure and pay for all permits, fees, licenses, and inspections required for the execution of the Subcontractor's work.
5. Accept responsibility for all damage and clean-up caused by the Subcontractor which shall be deemed to include, but not limited to the following:
 - a) cleaning up, on a daily basis, of rubbish and debris resulting from the Subcontractor's work and removal of same from the Project,
 - b) cleaning of walls, floors, ceilings, or any other surfaces soiled by the Subcontractor,
 - c) repairing walls, floors, ceilings or any other surfaces damaged by the Subcontractor's work or required to be repaired as an immediate part of such work,
 - d) replacing all glass broken by the Subcontractor
 - e) The Subcontractor shall not be responsible for any damage or breakage existing at the time the Subcontractor begins work for which the Subcontractor notifies the Contractor in writing prior to commencing work.
6. Warranty for 1 year after project completion that workmanship shall be free from defects, and perform warranty work within ten days of notification unless required sooner for good cause. Promptly correct defective work found any time during construction.
7. Subcontractor agrees to indemnify, defend and hold the Owner harmless from and against all claims, suits, actions, liabilities, fines, penalties, amounts paid in settlement, cost and expenses, including reasonable attorney's fees, incurred or suffered by the Contractor (or any of its officers, directors, shareholders or affiliates) based on or arising out of any negligent act or omission on the part of Subcontractor, its employees, agents, suppliers or sub-subcontractors, or arising out of Subcontractor's breach of the Agreement. Such indemnification shall include (without limitation) all damages sustained by the Contractor as a result of any bodily injury (including death) and property damage caused by or resulting from the acts or omissions of Subcontractor and/or its employees, agents, sub-subcontractors or suppliers, as well as all claims that may be made against the Contractor by any employees of Subcontractor for injuries sustained by them in the performance of the Work or on any Job Site, unless and only to the extent that such injuries result directly from the sole gross negligence or willful misconduct of the Contractor. Any amounts due from Subcontractor hereunder may be deducted or withheld from any amounts due from the Contractor to Subcontractor.
8. Maintain General Liability insurance in the amount of \$1,000,000 per occurrence for combined single limit Bodily Injury and Property Damage and name McNeil Company Builders as an additional insured on the General Liability policy. Maintain Workers Compensation insurance as required by state law.
9. Inspect the work already completed by others prior to commencing the work and advise the Contractor of any conditions which will prevent him from properly performing work under this Contract. Submit a written list of such conditions if not corrected by others prior to commencement of the work.
10. Ensure the contract sum includes all work and materials required by all applicable local, state, and federal regulations, as well as the industry standards associated with the work covered by this Contract. Report any code violation, error, or omission in the contract documents prior to commencement of work.
11. Order all necessary materials, secure any applicable permits, and provide the skilled tradesmen required to perform the work in accordance with the Contractor's schedule as outlined on this Subcontract Agreement.

TERMINATION/DISPUTE

1. If the Subcontractor's work is stopped for a period of thirty days through no fault of the Subcontractor because the Contractor has not made payments as provided in this Agreement, then the Subcontractor may without prejudice to any other remedy he may have, upon seven additional days' written notice to the Contractor, terminate this Subcontract Agreement and recover from the Contractor payment for all work executed.
2. If the Subcontractor fails or neglects to carry out the work in accordance with the Contract Documents, or otherwise to perform in accordance with this Agreement, and fails within two days after receipt of written notice to commence and continue correction of such default with diligence and promptness, the Contractor may terminate this Subcontract Agreement and finish the work by whatever method he may deem expedient. If the unpaid balance of the Contract Sum exceeds the expense of finishing the work, such excess shall be paid to the Subcontractor. If such expense exceeds such unpaid balance, the Subcontractor shall pay the difference to the Contractor.
3. Any claim or dispute arising out of this Agreement shall be submitted to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The party whose position is substantially favored shall have its direct, indirect, legal, administrative, and all other reasonable costs paid for by the losing party.
4. This Subcontract and other documents described herein contain the final and entire agreement between the parties hereto and neither they nor their agents shall be bound by any terms, conditions, or representations discussed in previous negotiations but not written herein; and it shall inure to the benefit and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

SUBCONTRACTOR:

Subcontractor
Name: Seal Rite Insulation
By: Victoria Bendett
Print Name: Victoria Bendett
Date: 9/24/2026
Phone: (402) 453-9407

CONTRACTOR**MCNEIL COMPANY BUILDERS:**

DocuSigned by:
By: Madisyn van den Boogaart
Print Name: Madisyn van den Boogaart
Date: 9/24/2026
Phone: (402) 333-1462

ADDITIONAL COVENANTS OF THE SUBCONTRACTOR

The Subcontractor agrees to provide the following with the returned, executed subcontract agreement or in the time period identified:

- 1. Cost breakdown of the subcontract (material, labor and subcontractors) or as appropriate for use in making and evaluating monthly pay request.
- 2. List of all major suppliers or subcontractors (over \$50,000.00) and dollar values for each.
- 3. A certificate of Insurance which states that, in addition to McNeil Company Builders, returned with contract.
- 4. Lien waivers (on form provided) will be required to be submitted with each request for monthly payment after the initial payment request. Lien waiver from major suppliers or subcontractors (over \$50,000.00) will also be required with each monthly payment request. A final lien waiver will be required prior to final payment.

SUBCONTRACTOR:

Subcontractor
Name: Seal-Rite Insulation
By: Victoria Bendett
Print Name: Victoria Bendett
Date: 9/24/2026
Phone: (402) 453-9407

MCNEIL COMPANY BUILDERS:

DocuSigned by:
Madisyn van den Boogaart
Print Name: Madisyn van den Boogaart
Date: 9/24/2026
Phone:



Site Safety Rules

McNeil Company Builders is informing subcontractors that all OSHA safety rules must be adhered to in addition to the following:

*Report all unsafe conditions immediately to the project superintendent. No person is required to work under unsafe conditions 1926.20.

*All accidents or injuries no matter how minor shall be reported immediately to the project superintendent giving full details, identification & statements of any witnesses.

*All subs must have a competent person on the jobsite at all times during construction activities.

*All subs must have workers on site that have been trained in relation to the type of work being performed.

*Disciplinary Action will be taken should you or one of your employees violate the Site Safety Rules or the Standards set forth by OSHA.

* Individual disciplinary rules for site safety are:

- 1st offense is verbal warning.
- 2nd offense is written and a \$150.00 charge to the offending company.
- 3rd offense is removal from site for duration or until approved for reinstallation by McNeil Company Builders.

* Any lost time or delays in the project due to safety violation(s) will be at the expense of the offending contractor.

*All visitors must check in with the project superintendent prior to going on site.

*Appropriate attire must be worn at all times which includes, but is not limited to hardhats, safety glasses, high visibility apparel, full length pants and shirts with minimum of four inch sleeve. Shorts, tennis shoes and clothing with offensive language of any kind will not be allowed. No dangling or loose clothing or jewelry may be worn around moving machinery.

*Hearing protection in the form of earmuffs or approved ear plugs shall be worn on all high noise levels jobs as required or where duration at exposed levels exceeds what OSHA indicates is a permissible level.

*Fall protection is required per the OSHA regulations.

*All fall protection and life-saving equipment must be inspected prior to each use. Defective equipment must be immediately removed from site.

*Guardrails will be installed at the heights required by OSHA. If removing a guardrail for any reason, it must be re-installed immediately. Fall protection must be worn while guard rails are removed.

*Scaffolding must be inspected prior to use by a competent person. Scaffolding must be in good condition as per the OSHA standards.

*All electrical panels and ground fault circuit interrupters (GFCI's) must be inspected and tested weekly.

*Temporary electrical panels must be locked at all times. Only the electrician and the McNeil Company Builders site superintendent are allowed access to the panel. Lockout/tag-out procedures must be followed when working on energized systems.

*All subs must inspect their cords every day prior to use. Any cord found to be defective will be cut and taken out of service.

*All tools must have the appropriate guards in place at all times. In addition, all tools must utilize ground fault circuit interrupter (GFIC) protection. Tools found not to be in compliance with these requirements will be removed from the site or discarded.

*All equipment operators must have the required training before operating equipment on site. This includes but is not limited to forklifts, cranes and heavy equipment. Proof of training must be maintained by subcontractor if operating equipment.

*All equipment must be inspected daily according to manufacturer's inspection guidelines prior to use.

*All trenches / excavations must be in compliance with OSHA regulations. If deficiencies are found, the offending party must correct the conditions prior to trench re-entry and disciplinary action may result.

*All rebar, conduit, or other puncture hazards to any personnel walking or working in the area must be capped with the appropriate rebar caps, bent over or cut off to ensure the safety of all.

*Barricades are required around all excavations, holes or openings in the floors or roofs or whenever necessary to warn or prevent persons or equipment from falling including:

- If it is not appropriate to barricade a hole, all holes over 2 inches in diameter shall be covered. Covers must be of standard strength & construction and must be secured to prevent sliding.
- All covers shall be capable of supporting, without failure, at least twice the weight of any person equipment and materials that may be imposed on the cover at any one time.
- All covers shall be secured when installed so as to prevent accidental displacement by the wind, equipment, or persons.

- All covers shall be marked with high visibility paint showing the word “HOLE” or “COVER” or color-coded to provide warning of the hazard.

*All employees performing confined space work shall be properly trained. All necessary precautions must be met. Proper ventilation shall be maintained in enclosed areas when using equipment.

*Safety Data Sheets (SDS) (formerly known as MSDS) shall be provided by each subcontractor and placed in the project site office. Any product brought to the site must be accompanied with an SDS. Each affected person must be familiar with the information contained on the SDS. All gases & chemicals brought to the site must be properly stored and disposed of in accordance with applicable local, state and Federal laws.

*Subcontractors are responsible for daily cleanup of their work. If cleanup is not addressed adequately, McNeil Company Builders reserves the right to clean up the site at the expense of violating subcontractor(s).

* Subcontractors shall hold their own Toolbox Talks and provide documentation to the McNeil superintendent on a weekly basis. Attendance at weekly Tool Box Talks is mandatory. Each subcontractor shall sign in indicating their attendance.

*The project team shall complete a project specific safety plan prior to beginning Work. A Job Safety Analysis (JSA) shall be performed for all high hazard or non-routine tasks.

*Appropriate First Aid equipment and supplies shall be maintained in the project site office at all times.

*Illicit drugs and alcohol are prohibited. Anyone reporting to work under the influence of narcotics, intoxicants, or consumption of them during the workday will be removed from the project site. Any person that engages in horseplay, fistfights, unsafe acts, whistling, yelling at the public or obscene gestures, will be removed from the project site. Weapons of all types including firearms are strictly forbidden on the project site.

*Radios will not be allowed on the project site (other than in office) other than 2-way radios for jobsite communication.

If you have any questions about the new regulations, please ask the site superintendent or safety representative.



(402)333-1462

4666 South 132nd Street
OMAHA, NE 68137

FAX (402)333-0182

**This Document Must Be Returned With Your Contract
McNeil Company Builders**

By signing this document Seal-Rite Insulation (subcontractor), is stating that all employees who are assigned to work at the job location specified in your contract will be trained in all aspects of the work being performed prior to engagement of work.

Furthermore, subcontractor states that all employees performing work at said location will be trained in any and all safety and health rules and regulations pertaining to the type of work being performed and the type of work being performed onsite prior to arrival onsite.

Furthermore, subcontractor states that all employees have been made aware of any and all safety rules applicable to their type of work and any and all site specific safety rules prior to engaging in work activities at the site.

Furthermore, subcontractor agrees to provide a "competent person" as defined by the OSHA standards on a daily basis when engaged in work activities. The "competent person(s)" who will be assigned to this location are: Victoria Bendett

A copy of your site specific MSDS shall be left in the McNeil Company Builders site office and returned upon project completion.

Signed by:

Victoria Bendett

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Authorized Agent of Subcontractor

9/24/2026

Date of Signature

Addendum to Subcontractor Agreement

This Addendum ("Addendum") modifies the terms of the Subcontractor Agreement, including any exhibits, attachments, change orders and addenda, and any project-specific documents (collectively, "Subcontract") between Contractor, which includes General Contractor, Construction Manager, Architect, Owner, or Owner's Representatives, and Subcontractor. In consideration of the premises and of the mutual promises contained herein, the parties hereto agree as follows:

Acceptance. Authorizing Subcontractor to commence work on the project shall be deemed Contractor's acceptance of this Addendum.

Indemnification. Any indemnification, defense or hold harmless ("Indemnification") obligations in the Subcontract do not give rise to an immediate defense obligation by Subcontractor and shall apply only to the proportionate extent that any claim, suit, liability, cost, damage or injury, including attorneys' fees and litigation costs ("Claim"), is caused by the negligence or an act, omission, or default by Subcontractor or its agents. Subcontractor shall not have any Indemnification obligation to the extent that a Claim relates to or is caused by (a) accident, misuse, abuse, neglect, or incomplete, defective or deficient work of someone other than Subcontractor or its agents; (b) normal wear and tear; or (c) work site conditions or substances not caused or installed by Subcontractor or its agents, including but not limited to, asbestos; lead; water; mold; mildew; code or regulatory violations; or other hazardous, health or safety related conditions or substances. Contractor shall give timely written notice to Subcontractor of any Claim brought against Contractor which may in any way be related to Subcontractor's work or for which indemnity or defense may be sought in order that Subcontractor may reasonably respond and have a meaningful opportunity to participate in any inspection or testing (destructive or otherwise) conducted on the project, which timely notice shall be an express condition precedent to any Indemnification obligations by Subcontractor. Failure to provide such notice shall constitute a waiver by the Contractor of that Claim and shall void any Indemnification obligations of Subcontractor. In the event Subcontractor is held to owe a defense to Owner or Contractor, it shall be with counsel appointed by Subcontractor and Subcontractor shall maintain control of the defense. Should either party institute litigation or arbitration to enforce any provision of this Subcontract or to collect damages or debt under the Subcontract, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses incurred.

Insurance. Contractor agrees to accept Endorsement Form RR in satisfaction of Subcontractor's insurance obligations (per attached sample). Insurance is on a per occurrence and not a per project aggregate basis. In addition, Contractor agrees that Subcontractor is not obligated to i) provide a follow form Umbrella Liability policy including Additional Insured on Umbrella; ii) provide pollution insurance; iii) provide copies of the insurance policies; or iv) provide for a 30 day notice requirement on the Certificate of Insurance. If Subcontractor, at any time, participates in a contractor-controlled or owner-controlled insurance program or other similar type of program (collectively, "OCIP"), in no event shall Subcontractor's allocated proportionate share of Contractor's deductible or SIR exceed \$25,000 per occurrence. Subcontractor will endeavor to provide notice of policy cancellation or non-renewal, or evidence of replacement coverage, at least 30 days prior to the effective date. Subcontractor is permitted to have a deductible that matches its per occurrence limit of insurance.

Best Prices. Notwithstanding anything in the Subcontract to the contrary, Subcontractor shall not be bound by any best pricing obligations.

Qualifications and Exclusions. Contractor shall furnish all necessary light, power, heat, water and temporary enclosures where required, without charge. Work stoppages and mobilizations to other areas resulting from the jobsite not being sufficiently ready for Subcontractor to proceed in a continuous operation shall be subject to additional charges.

COTS. Contractor acknowledges and accepts by execution of this Addendum that the work to be performed pursuant to the Subcontract constitutes a commercially available off-the-shelf (COTS) item in accordance with the definition included in FAR 2.101 with regard to any government end customer.

Payment Terms & Pricing. Subcontractor shall have the right to cease work for non-payment. The prices exclude any and all terms and conditions not expressly stated herein.

Waiver of Rights/Audit Rights/Personal Guaranty. Subcontractor does not waive, assign, transfer, convey or sell, or limit any of its rights or claims. Subcontractor shall issue an unconditional waiver of lien only after receipt of all monies to which it is entitled hereunder. Waivers of lien for payments will be limited to the invoiced amount. Subcontractor shall issue a waiver of lien in accordance with state statute. Subcontractor shall have no Indemnification obligation to Contractor arising from a Claim by any lienholder. Unless ordered by a court of law, Contractor shall have no right to audit the books and records or other information that Subcontractor deems confidential including but not limited to the manufacturing process of Subcontractor's materials. Subcontractor is not required to provide a breakdown of its labor, material or overhead costs. Notwithstanding anything to the contrary, Subcontractor, its employees, representatives and agents are under no obligation to provide any personal guaranty of any kind. Any such personal guaranty issued shall be null and void.

Warranty. Subcontractor's work shall be executed in a good and workmanlike manner, free of defect not inherent in the design or improper maintenance, abuse, or modifications performed by others, for a period of 1 year from completion of Subcontractor's work (unless otherwise required by applicable law). Contractor acknowledges and agrees that Subcontractor does not warrant the adequacy, sufficiency, suitability or building code compliance of the plans and specifications, including, without limitation, any specified sole source of brand-named products, equipment, or materials. Contractor accepts the manufacturer's warranty as its sole recourse with regard to such items. Under no circumstances shall Subcontractor provide a warranty for work performed by other trades, contractors or subcontractors. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SUBCONTRACTOR. Contractor is responsible for the supervision, coordination and inspection of the work performed by other trades and subcontractors on the project. Subcontractor shall have no liability for any negligence, errors or omissions of other trades or subcontractors even if the work of those parties is adjacent to or integrated with the work of Subcontractor.

Force Majeure. Subcontractor shall not be liable for any delay, failures or default in performance of the Subcontract or otherwise, in whole or in part, caused by the occurrence of any contingency beyond the control either of Subcontractor or of suppliers to the Subcontractor. Such contingencies include but are not limited to failure or delay in transportation, acts of any government or any agency or subdivision thereof, judicial action, labor disputes, fire, accident, acts of nature, severe weather, product allocation or shortages, labor shortages, fuel shortages, raw material shortages, machinery or technical failure, hazardous, health or safety-related conditions or work that cannot be completed because of another contractor covering the pertinent portion of the building. If any contingency occurs, Subcontractor may allocate production, deliveries and performance of work among its customers or substitute substantially similar materials, in its sole discretion, without liability for doing so.

Contract Documents/Order of Precedence. Subcontractor shall not be bound by any terms and conditions of any agreement between Contractor and a third party including but not limited to a prime agreement, project labor agreement or project stabilization agreement. In addition, if Subcontractor is currently not a signatory to a union labor agreement, Subcontractor shall not be bound to any provision in the Subcontract that requires union affiliation, or requires Subcontractor to become a party to a labor agreement, contribute to a union trust fund, or participate in an apprentice program. Notwithstanding anything to the contrary in the Subcontract, if there is a conflict between the terms of the Subcontract and any terms of this Addendum, this Addendum shall control.

Signed by: Contractor Madisyn van den Boogaart
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Print Madisyn van den Boogaart

Signed by: Subcontractor Victoria Bendett
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Print Victoria Bendett, Contracts Management

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (TopBuild Form RR)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: SAMPLE	Any person or organization, not otherwise scheduled as an additional insured under this policy, that the Named Insured agreed to name as an additional insured in a written contract executed prior to the occurrence for which a claim is made under this policy.
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SECTION II – WHO IS AN INSURED is amended to include a person or organization as defined in the Schedule above. We shall indemnify the additional insured for all covered damages proximately caused by the negligently performed or negligently completed work of the Named Insured. We shall further reimburse the additional insured for reasonable and necessary attorney's fees and litigation costs incurred in defending against covered damages proximately caused by the negligently performed or negligently completed work of the Named Insured, except for those attorney's fees and litigation costs paid by another insurer.

Our duty to indemnify and to reimburse attorneys' fees and litigation costs shall not exceed the product derived by multiplying the total dollar amount of liability for covered damages, or the total dollar amount of attorneys' fees and litigation cost, by that percentage of legal liability attributable to the Named Insured for covered damages as determined by a trier-of-fact in an arbitration or trial.