

Standard Agreement Between General Contractor and Subcontractor

The Following AGREEMENT is made on this _____ day of _____, 20____ between the General Contractor listed below, hereinafter called the "Contractor" and the Subcontractor listed below, hereinafter called the "Subcontractor".

The CONTRACTOR:

Name of Company: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

And the SUBCONTRACTOR:

Name of Company: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

OWNER:

Name of Owner: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

PROJECT:

Name of Project: _____

Project Address: _____

City: _____ State: _____ Zip Code: _____

CONTRACT SUM:

ARTICLE 1. Scope of work: The Subcontractor agrees to furnish all equipment, labor and materials in order to correctly provide the following work/services.

Define scope of work here:

ARTICLE 2. Changes in the work: No deviations from the specified scope of work will be permitted and/or paid for unless a written change order has been executed. The Subcontractor will promptly notify the Contractor of any required revisions to the scope of work.

ARTICLE 3. Subcontract documents: The subcontract documents consist of the prime contract, subcontract agreement, plans/drawings, specifications, and addenda issued prior to and after the execution of this agreement. The governing plans/drawings and specifications are as follows.

Plan Name, Construction Document Sheets, and Engineer of Record:

ARTICLE 4. Project start and completion: The Subcontractor agrees to start the work within 5 days of notification from the Contractor or as soon as their respective scope of work is ready for performance. Time is of the essence. The Subcontractor agrees to commence work as outlined above and work diligently to complete the scope of work in conjunction with the project schedule (if applicable). If the Subcontractor fails, persistently, or neglects to fulfill the scope of work in accordance with the subcontract agreement and fails to respond within 3 days of written notice to commence, continue and/or correct the work, the Contractor may terminate this agreement and complete the

Subcontractor's work by whatever means deemed necessary by the Contractor. If the expense to complete the unfinished scope of work exceeds the unpaid balance, the Subcontractor agrees to pay the difference. Liquidated damages in the amount of _____ per day shall be incurred for each day that the contract completion date is exceeded. The work shall be substantially completed on or before _____. Any and all-time extensions required by the Subcontractor for material delays, adverse weather delays, etc. must be presented in writing to the contractor.

ARTICLE 5. Clean up: The Subcontractor shall keep the premises clean of all debris on a daily basis. If the Subcontractor fails to perform adequate daily clean up and does not respond to the Contractor's request for service, and the Contractor has to perform clean up or incurs additional costs to provide clean up, the Subcontractor shall pay for the incurred cost.

ARTICLE 6. Safety: The Subcontractor shall take all reasonable safety precautions necessary to perform the work. The Subcontractor shall comply with all safety regulations required by law, ordinances, regulations, rules as required to perform the work in accordance with the contract.

ARTICLE 7. Assignment: The subcontract may not assign any portion of this subcontract agreement without the written consent of the contractor.

ARTICLE 8. Taxes: The Subcontractor agrees to pay all federal, state, and/or local taxes, which are or may be assessed to the material and labor, which the Subcontractor provides under this agreement.

ARTICLE 9. Insurance Requirements: The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability.

- 1) Commercial General Liability (CGL) with limits of Insurance not less than \$1,000,000 each occurrence, \$1,000,000 Personal Injury and Advertising Injury, \$2,000,000 Products/Completed and \$2,000,000 Annual General Aggregate.
 - A) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall separately to each project.
 - B) CGL coverage shall be written on ISO occurrence form CG 00 01 (1093) or a substitute form providing equivalent coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - C) The Contractor shall be included as insured on the CGL, using ISO additional Insured Endorsement CG 20 10 (11 85) or an endorsement providing equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - D) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations

coverage for itself and each additional insured for at least 3 years after completion of the work.

2) Automobile Liability

- A) Business Auto Liability with limits of at least \$1,000,000 each accident.
- B) Business Auto coverage must include a liability arising out of all owned, leased, hired and non-owned automobiles.

3) Commercial Umbrella

- A) Umbrella limits must be at least \$1,000,000
- B) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- C) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

4) Workman's Compensation and Employers Liability

- A) Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
- B) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
- C) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

Waiver of Subrogation

Subcontractor waives all rights against the Contractor, Owner, Engineer, Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or worker's compensation and employer's liability insurance maintained per requirements stated above.

Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy.

The Subcontractors' insurer/insurers shall maintain a rating of A minus or better as set by A.M. Best and Company.

ARTICLE 10. Progress payments: The Contractor shall make progress payments on account of the Subcontract Sum based upon the applications for payment submitted by the Subcontractor for work in place at the time of the application. Said payment shall hold retainage in the amount of (0%) of work completed. All retainage shall be held until final payment. Provided that the application is submitted prior to the 25th of the month, payment shall be within 7 days after the Contractor receives payment from the owner.

ARTICLE 11. Final payment: Final payment shall be made to the Subcontractor when the Subcontractor's work is fully performed in accordance with the terms of the subcontract agreement and the Owner has accepted the work. All close out documents, including but not limited to as-built drawings, Partial and Final lien waivers, maintenance instructions, operation manuals must be received prior to final payment.

ARTICLE 12. Dispute resolution: Any claims, disputes or controversies including a breach of this agreement shall be first submitted to mediation in accordance with the laws of the State of Tennessee.

ARTICLE 13. Liability and indemnification: The Subcontractor shall indemnify and hold harmless the Contractor, its officers, agents, employees, and indemnities from and against all claims, notices, orders, losses, suits, damages legal and otherwise, and liabilities incurred by or asserted against the Contractor which in any way arise out of or related to defective subcontract work, subcontract work that does not adhere to the Subcontract agreement, any inaccuracy or violation of any certification provided by the subcontractor, the Subcontractor's failure to comply with the Subcontract agreement, any death, personal injury, damage or loss to property wholly or in part by any act or omission of the Subcontractor, its agents, employees, or subcontractors arising out of or related to the Subcontract work. The Subcontractor shall reimburse the Contractor for all expenses reasonably incurred in connection with investigating or defending any claim, notice, order, suite, loss, damage, liability or resulting action.

ARTICLE 14: Termination and default: This subcontract may be terminated by the Contractor in whole or in part whenever the Subcontractor defaults in its performance of the Subcontract, whether materially or otherwise, and fails to correct such default within 5 days of written notice from the Contractor. Any termination shall be effective by delivering the written notice via fax, mail, or hand. If as a result of default by the Subcontractor, the Contractor shall incur damages or becomes obligated to pay damages to the Owner, the Subcontractor agrees to pay the Contractor as damages and not as penalty, any incurred costs.

This agreement entered into as of the date first listed above.

Contractor Name

Subcontractor Name

Signature:

Signature:

Print name/Title:

Print name/Title

Date:

Date: