

## **SUBCONTRACTOR AGREEMENT**

THIS AGREEMENT, made this **Click here to enter text.** day of **Click here to enter text.** 2019 by and between **CHORD III CONTRACTING, LLC** , hereinafter called the Contractor, and **Click here to enter text.** hereinafter called the Subcontractor.

For the consideration hereinafter named, the said Subcontractor covenants and agrees with said Contractor, as follows:

1. **SCOPE OF WORK.** The Subcontractor agrees to furnish all equipment, materials, and labor necessary to complete the following:

- a. Inclusions
  - i. **Click here to enter text.**
- b. Exclusions
  - i. **Click here to enter text.**

For the project titled **Click here to enter text.**, per the construction plans dated **Click here to enter text.**, and to the full satisfaction of the Contractor.

2. **TIME OF PERFORMANCE.** The Subcontractor agrees to promptly begin said work as soon as notified by said Contractors, and to complete the work in a timely manner.

3. **CHANGES TO THE PROJECT OR COST.** No changes to the work scope or project costs will be recognized or paid for, unless agreed to in writing before the work is done or the changes made. It is understood that projects are iterative in nature, and as such, scope changes may occur. If a change is requested by the Contractor or Subcontractor, a change order form shall be filled out and filed with the project manager before any deviations to the contract may be approved. It is important to note that these deviations can result in scope increase or reduction as the project progresses. Furthermore, if applicable, both parties agree to honor the unit prices outlined in this sub agreement for scope reductions and increases.

4. **SUBCONTRACTORS, EMPLOYEES, & SUPPLIERS.** Subcontractor is entitled to select the employees & suppliers who will work on, or provide materials for the project as it relates to the subcontractor's scope of work. However, there will be zero tolerance for the use of profanity, lack of proper attire, and lack of safety protocol per OSHA Standards. Contractor reserves the right to dismiss any person from the jobsite for failure to comply with these standards.

5. **CLEAN-UP.** Subcontractor agrees to remove from work area at the end of each work day all trash or construction debris associated with and created by the scope of work described above. Removal from work area includes placing trash or construction debris in on-site containers designated for such material, which may be provided by Contractor.

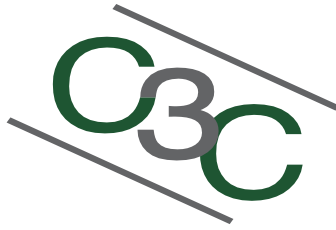
6. **SAFETY.** Subcontractor shall be required to adhere to Occupational Safety and Health Administration standards as it relates to the project listed above. This includes, but is not limited to, personal protective equipment.

7. **COST OF WORK.** Contractor agrees to pay Subcontractor per the Subcontractor standard rates included in this document. Subcontractor also agrees to notify Contractor prior to exceeding a project cost of (**Click here to enter text.**). for all expenditures listed in the inclusions above. Payments to the Subcontractor are to be made as follows:

**Ninety percent (90%)** of all permanent material which has been placed in position by said Subcontractor to be paid by contractor within **15 days** of receipt of Subcontractor invoice, except the final payment of **10%**, which the said Contractor shall reserve the right to withhold until no later than **15 days** after substantial completion of the project &

**Subcontractor Initials** \_\_\_\_\_

**CHORD III CONTRACTING, LLC.**



approval by Owner. The contractor reserves the right in this contract to exercise Georgia state law which allows the contractor to withhold payment owed to the subcontractor until payment is released from the client to the contractor. Once payment is released from the client to the contractor the contractor is hereby obligated to release payment owed to the subcontractor within **15 days less** retainage.

The Contractor and Subcontractor for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants of this agreement.

7. **INSURANCE.** The Subcontractor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance:

**A. Workers' Compensation** insurance covering the legal liability of the Contractor and its Subcontractors under the applicable workers' compensation or occupational disease laws. The Subcontractor shall also obtain a minimum of \$500,000 of Employers' Liability insurance.

**B. Commercial General Liability** insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the Work, for claims for personal injuries (including death) and property damage resulting therefrom arising out of the services to be performed by the Subcontractor, in an amount not less than \$500,000 for any one occurrence, \$1,000,000 general aggregate (subject to a per project general aggregate provision), \$1,000,000 Products/Completed Operations aggregate limit.

- 1) Commercial General Liability insurance shall be obtained and shall include coverage for ongoing and products/completed operations.
- 2) Contractor as well as its directors, officers and employees shall be named as additional insureds on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement.
- 3) Any additional insured form must provide coverage for ongoing operations and Products/Completed Operations. An example is ISO Form CG 20 37.
- 4) ISO Form CG 22 94 or its equivalent language (removing the subcontractor exception from the "Your Work" exclusion) shall not be used.

**C. Automobile Liability** insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, and caused by vehicles licensed for public road use used by the Subcontractor in an amount not less than: \$300,000 combined single limit. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment.

**D.** The "additional insured" insurance coverage provided by the Subcontractor for the Contractor shall be primary and non-contributory, as respects work on this project for Contractor, its directors, officers, and employees.

**E.** With respect to each Project, Subcontractor shall maintain general liability insurance which includes products completed operation coverage for a minimum of two (2) years following issuance of a certificate of occupancy for each such Project.

**F.** Any insurance or self-insurance maintained by Contractor shall be excess of the Subcontractor's insurance.

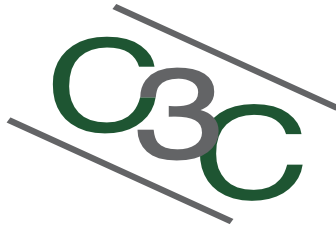
**G.** All certificates of insurance must be provided by Subcontractor to Contractor prior to Subcontractor work begins.

**H.** The Subcontractor, in its agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements prescribed by this Section.

**I.** The Subcontractor hereby waives and relinquishes any right of subrogation against Contractor and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section or under any State or Federal Workers' Compensation or Employer's Liability Act.

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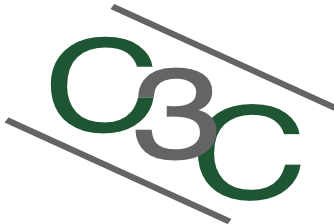


- J.** Subcontractor shall require its insurer to notify Contractor thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies.
- K.** To the extent that the Subcontractor utilizes deductibles in conjunction with the insurance required by this Agreement, all deductible expenses shall be assumed by the Subcontractor.
- L.** Insurance shall be placed with insurers with an A.M. Best rating of not less than A-.
8. **Termination of Agreement.** Contractor may also terminate this Agreement and dismiss Subcontractor from the job site at any time, in Contractor's sole discretion, without cause, by providing Subcontractor with written notice of such termination.
9. **Indemnification for Subcontractor's Actions.** To the extent permitted by law, Subcontractor shall indemnify, defend and hold the Contractor and its shareholders, directors, officers, employees, and agents harmless against all losses or claims and costs incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which any and all of them may incur as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), which arise out of or are in any way connected with: (i) the performance of the Subcontractor Agreement; (ii) the negligent acts or omissions of Subcontractor, Subcontractor's employees, agents and contractors; (iii) Subcontractor's breach of this Agreement; or (iv) or Subcontractor's failure to comply with applicable laws, ordinances, and regulations.
10. **Venue.** The exclusive venue relating to this Agreement shall be in the State where each Project is located. Any claim and/or cause of action between the Parties shall only be initiated and maintained in this exclusive venue.
11. **Severability.** Should any part or parts of this Agreement be invalid, it is mutually agreed that such parts or part of this Agreement shall not invalidate the remaining part or parts thereof.
12. **Entire Agreement.** This Agreement has been fully negotiated between the parties at arm's length and neither party has been coerced to execute it. This Agreement constitutes the entire agreement between the parties relating to the provision of the Work and supersedes any and all prior agreements, whether written or oral, that may exist between the parties. This agreement may be amended only by a written instrument signed by each party.

Subcontractor Initials \_\_\_\_\_

CHORD III CONTRACTING, LLC.

8665 Baldwin Parkway • Douglasville, Georgia 30134 • O: 678.909.6996 • F: 678.540.8905



SIGNATURE PAGE

IN WITNESS WHEREOF, they have executed this agreement the day and date written on page one of this agreement.

**SUBCONTRACTOR:**

**CONTRACTOR:**

Click here to enter text.

CHORD III CONTRACTING, LLC.

\_\_\_\_\_  
Subcontractor Company Name

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\*

MICHAEL G. FORLAW

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\*

CEO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**NOTARY ACKNOWLEDGEMENT:**

This certificate is attached to a \_\_\_\_\_ page document entitled: \_\_\_\_\_ and dated: \_\_\_\_\_.

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

and by \_\_\_\_\_. \_\_\_\_\_ Personally known \_\_\_\_\_ Produced Identification. (Type of I.D.: \_\_\_\_\_)

Signature of Notary: \_\_\_\_\_

Name of Notary: \_\_\_\_\_

(Seal)

Subcontractor Initials \_\_\_\_\_

**CHORD III CONTRACTING, LLC.**