

Subcontract Agreement Short Form

Subcontractor:		Project Name and Location:		Date:	
				Subcontract No.:	
				Cost Code:	
Federal Tax Identification No.: <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership		Project Phone No.:		Terms: See Below	
Attention:		Bill To: Gibbs & Register, Inc. 232 South Dillard Street Winter Garden, Florida 34787		Completion Date:	
Subcontractor Phone No.:					
Subcontractor Fax No.:					

This Subcontract Agreement is made by and between Gibbs and Register (hereinafter called "G&R"), and the Subcontractor named above. G&R has entered into a Contract with _____ (the "Client"), pursuant to which G&R has obligated itself to furnish labor and materials to do certain work described as _____ (the "Project").

In consideration of the mutual promises made herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, G&R and Subcontractor hereby agree as follows:

- The Subcontractor shall furnish the labor, material, equipment, tools, supervision, insurance and taxes necessary to perform the following work (the "Work") for the amount stated:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
					\$ -
					\$ -
					\$ -
				Total	\$ -

ALL OF THE ABOVE FOR THE NOT TO EXCEED AMOUNT OF \$ _____

- Subcontractor shall place sufficient manpower and equipment on the job so that his Work will continuously progress and be performed in accordance with the Contract insofar as it is applicable and otherwise to the satisfaction of G&R. If the Subcontractor should, in the opinion of G&R, fail to do so, or fail to perform any of the Subcontractor's other obligations hereunder, G&R may, upon three (3) working days prior written notice, take over Subcontractor's Work and complete this Work at Subcontractor's sole cost and expense.
- The subcontractor shall make all requests for changes due to additional work, extensions of time or other damages, in writing to G&R and receive written approval from G&R prior to proceeding with such additional work. All requests for changes shall be submitted in a manner and within a time frame so as to allow G&R to request any necessary changes from the Owner.
- Subcontractor shall be responsible for and save G&R and the Owner harmless from all liens and expense incurred as a result of liens or claims of lien placed on the property of the Project, whether caused by Subcontractor, Sub-subcontractor or supplier thereof.
- Subcontractor shall be paid upon acceptance of the work, receipt of your invoice and receipt of payment for the work from the Owner. Retainage in the amount of 10% will be held on this subcontract.

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6. The Contract Price will be paid by G&R in monthly installations based upon the amount of work completed, accepted by the Owner and G&R representatives, field verified and upon receipt of a proper application for payment as required by G&R. G&R may require as a condition to payment, Subcontractor's execution and delivery of lien waivers and releases. If certified payrolls are required, failure to provide documentation may delay the payment process. Retainage in the amount of 10% will be held on this contract. Payment requests must be submitted to G&R no later than the 25th of the month. Failure to do so may delay the payment process.

7. Indemnity – Subcontractor shall defend and indemnify and hold harmless G&R and the Owner, as well as any other parties which G&R is required to defend, indemnify and hold harmless, and their agents, servants and employees against all claims and suits for loss or damage to property, personal injury, including death to persons and from all judgments recovered thereof, and from all expenses for defending such claims or suits, including court costs, attorney's fees which result from the performance of the Subcontract by the Subcontractor, it's subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable regardless of whether it is caused in part by a party indemnified there under. Subcontractor's obligation hereunder shall not be limited by the provisions of any worker's compensation or similar act. The parties agree that this indemnification provision shall be enforced to the full extent permitted by law and agree that neither of them will challenge the validity of this indemnification provision. The parties further agree that it is their intention that this provision be lawful and enforceable and they agree that if for some reason this provision, or any part thereof, is determined to be unenforceable the way it is written, this provision shall be construed to be enforceable up to whatever limit is established by applicable law.

7.1.1. Subcontractor's indemnification of G&R, the Owner and/or other parties for liability caused in whole or in part by any act, omission or default of such party shall be limited to \$2,000,000 or the limits (exclusive of deductibles) of the applicable insurance required by Subcontractor under this Subcontract, whichever is greater. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Subcontract, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the work, the risks associated with the work, and the compensation and any other benefits exchanged between the parties in connection with this Subcontract.

7.1.2. Subcontractor shall strictly comply with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the project, including OSHA, and expressly agrees to indemnify, defend, and hold G&R harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.

7.1.3. Further, Subcontractor agrees that should any of its subcontractors, suppliers or vendors, at any tier level, assert a claim against the project, Owner or G&R, then Subcontractor will defend, indemnify and save harmless G&R and Owner from any such claims, including but not limited to bonding off any liens.

8.1 Insurance – Without limiting the liability of Subcontractor under this Subcontract, Subcontractor shall maintain, **with G&R and Owner as additional insured's thereon**, the following insurance provided by insurance companies acceptable to G&R and licensed to do business in the state where the Project is located:

A) Worker's Compensation Insurance in full compliance with workers compensation laws of states within which any part of the Subcontract Work is to be performed, together with:

- Employer's Liability Coverage with: \$100,000 Each Accident
\$100,000 Disease-Each Employee
\$500,000 Disease-Policy Limit
- If subcontractor is leasing employees, a list of all covered employees must be included with the certificate of insurance.
 1. Only individuals who appear on the list of covered employees may perform work as specified under this subcontract.
 2. The use of any non-covered persons to perform the work set forth in this subcontract shall void the contract.

B) Comprehensive Automobile Liability Insurance covering all owned, hired and non-owned vehicles with the following minimum limits of liability:

- Combined single limit - **\$1,000,000.00 each occurrence**

C) Commercial General Liability Insurance and if necessary, Excess Liability Insurance, which is written on an occurrence basis, with the following minimum limits of liability:

- General Aggregate **\$1,000,000.00**
- Products/Completed Operations Aggregate **\$1,000,000.00**
- Each Occurrence **\$1,000,000.00**

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D) Commercial General Liability policy and any Excess policies necessary to meet the required limits shall include contractual liability coverage. G&R and the Owner shall be named as additional insured's on the Commercial General Liability, Auto, and any required Excess policies. The Commercial General Liability, Auto and Excess shall include a severability of interest or cross liability clause and shall be endorsed to be made primary with respect to any applicable insurance maintained by G&R or Owner.

8.2.2 Subcontractor shall furnish certificates for G&R and Owner evidencing satisfaction of these insurance requirements before beginning the Subcontract Work. These certificates shall provide that thirty (30) days written notice shall be given to G&R before the policies are changed or cancelled.

9. Subcontractor warrants that he (she) is, and during the course of the work on the project, will remain in full compliance with all licensing requirements under applicable Federal, State and local laws. Subcontractor is required to abide by all local, State and Federal Health and Safety Laws and Regulations and the requirements of G&R's Safety Program and any project specific safety requirements. *G&R's Field Safety Brochure is included as Exhibit 'A' in this Agreement.* If G&R is cited and/or fined by OSHA for a safety violation as a result of actions by the Subcontractor or any of the Subcontractor's employees, G&R shall deduct the amount paid to OSHA from the contract amount owed to the Subcontractor.
10. In the event it shall become necessary for G&R to retain legal counsel to enforce any of its rights against Subcontractor hereunder, then Subcontractor shall be responsible for payment of all reasonable attorneys' fees and other costs of litigation, if necessary.
11. Subcontractor warrants to G&R and Owner that all materials and equipment furnished under this Subcontract will be new, unless otherwise specified, and that all construction work will be of good quality, free from improper workmanship and defective materials, and fit for the purpose intended. Subcontractor agrees to correct all Subcontract Work performed and materials supplied by it under this Subcontract that proves to be defective in material or workmanship within a period of one (1) year from the date of Owner's acceptance of the project or for such longer period of time as may be provided in the Subcontract Documents. Any Warranty or Guarantee obtained by Subcontractor from any manufacturer shall be deemed to have been obtained for the benefit of G&R and Owner. This Warranty shall be in addition to all other warranties and remedies, expressed or implied, under the law.
12. Davis Bacon Wage Rates do (DO NOT) apply to this project. ***Certified payrolls are required to be submitted to G&R monthly. Failure to submit certified payrolls in a timely manner may cause delays in subcontractor's payments.***
13. Special Terms, Alternates and/or Conditions:
 - a.

Subcontractor Acceptance	<p>Please return both signed originals and certificate of insurance to:</p> <p>Gibbs & Register Inc. 232 South Dillard St. Winter Garden, FL 34787</p> <p style="text-align: center;">—————▶</p>	Contractor Gibbs & Register, Inc.
Signature:		
By: (Printed Name & Title)		By:
Date:		Date:

Subcontractor: .
Project Name:
Date:
Subcontract No.:

Exhibit A to Subcontractor Services Agreement Gibbs & Register, Inc. Field Safety Brochure

Rules:

1. **HARD HATS** shall be worn at ALL times while the employee is working on the job site.
2. **SHOES** must be substantial leather shoes or boots. Canvas or tennis shoes are not allowed
3. **PROPER CLOTHING** shall be worn at all times while working. Long pants and shirts are mandatory. Cut-offs, shorts, half-shirts or clothing of this type are not allowed. Welders shall wear the proper protective clothing for their jobs.
4. **SAFETY GLASSES** must be worn in designated areas and when performing tasks where the risk of eye injury is probable. Safety glasses shall be worn when breaking concrete, using pipe, demo or concrete saws, grinding, torch work, etc. If there is a possible chance for eye injury, wear safety glasses.
5. **EAR PROTECTION DEVICES** will be available from your supervisor when the noise level becomes dangerous and/or irritatingly noisy.
6. The use of **INTOXICANTS** (alcoholic beverages) or **CONTROLLED SUBSTANCES** (drugs/narcotics) at the work site, prior to work time, or during lunch break is strictly prohibited
7. **VEHICLES/EQUIPMENT** will be driven only by authorized persons. Unauthorized riders will not drive or ride in company vehicles/equipment. No person is authorized to drive a company vehicle/equipment while under the influence of drugs or alcohol.
8. **SEAT BELTS** must be worn by the driver and all passengers of the vehicle. There are **NO EXCEPTIONS TO THIS RULE.**
9. **LADDERS** will be used in all excavations over four feet deep and will extend three feet over the top of the excavations and be tied off to prevent the ladder from falling. Extension ladders are not to be separated, shall have ladder feet set on a secure surface and shall be "tied off" at the top.
10. **GAS CYLINDERS** shall be capped and secured in an upright position whether empty or full. Oxygen and acetylene shall be stored at least TWENTY (20) FEET apart or at least separated by a fire wall when not in use. Never use tape to repair a leaking hose.
11. **HORSEPLAY** of any kind is strictly forbidden.
12. **INJURIES** of any kind/type must be reported immediately to the supervisor. Prompt **FIRST AID** or medical attention will be given to even the slightest injury.
13. **ACCIDENT REPORTING – ACCIDENTS** involving company vehicles / equipment are to be reported immediately to the Safety Department by utilizing the accident report form. If there is another party involved, secure all the information regarding damage, injuries, witnesses, physical description of what happened, when and how. Secure names, addresses, phone numbers, and other information available on everyone involved.
14. **CEMENT BURNS** are a constant hazard, particularly in warm weather. Wear **GOGGLES** when handling cement. Concrete inside a boot or glove will give you a severe burn under the right conditions. Protect the body from fresh concrete at all times.
15. Projecting **NAILS** shall be bent over or removed from lumber.
16. **GASOLINE** equipment shall not be refueled when running.
17. Never enter a **CONFINED SPACE/EXCAVATION** until you check with your supervisor. Never enter an unshored excavation over 4 feet deep unless the slopes are laid back.
18. No employee other than the operator shall ride on loaders, backhoes, or other moving equipment.

SAFETY MEETINGS:

Field Safety meetings will be attended by all employees without exception. Employees will sign the proper form to show that they have attended. These forms will be returned to their supervisor and kept on file.

Meetings will be conducted by the supervisor in charge of each area of crew. Employees are encouraged to actively participate in meetings.

A minimum of one weekly meeting is required for all employees, but can be more, if the topic of discussions warrants it. The topics should cover the possible pitfalls faced in everyday jobs and special attention should be given to areas that have been a problem in the past.

HOUSEKEEPING:

All employees are responsible for maintaining a clean safe job site. No trash or debris will be allowed to accumulate in or around the work areas, in buildings, vehicles, equipment, yard areas or the job sites in general.