



## Subcontractor Agreement

Subcontractor Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Email: \_\_\_\_\_

The following must be read, signed & attached before work commences:

- Agreement, including Initials on #9
- Scope of Work
- Project Schedule
- W-9 Form
- Certificate of Insurance
- Workers Compensation Waiver, if applicable
- Bids detailing Scope of Work, noting selected Bid
- Subcontractor owner must sign CVVHFH Covid-19 Exposure Prevention and Response Plan
- Subcontractor owner must sign CVVHFH Whistleblower Policy

### **RULES OF ALL PROJECTS**

All trade-contractors, suppliers & their company employees must read and adhere to all of these rules or be subject to a back charge for each violation.

**The following actions are absolutely forbidden on the Owner's property at all times.**

- Use of Alcohol, Illegal Drugs, or Weapons, and no Hunting – do not ask
- No Smoking from project curbs on or throughout Owner's property
- Loud Music
- Use of profanity or insulting language

**Professionalism is required when on the Owner's property**

- Courtesy to the Owner and all other workers
- Wear appropriate attire on the project, including but not limited to, shirts and work boots
- Direct all your questions about the work to The Habitat Project Manager or the designated; Do not involve or ask the Owner or Habitat Partner Family

**Clean up and Safety**

- Clean up continually and keep organized and leave your work area neat at day's
- Maintain and leave your work area safe; no debris of any sort shall be left behind
- Use portable toilets, most projects will have toilets provided
- Lock up premises if last to leave site

**Parking of Vehicles**

- You are responsible to protect the Owner's property

- Parking at designated areas only

## **SUBCONTRACT AGREEMENT**

- 1. PARTIES** This **Master** Subcontract (hereinafter referred to as “Agreement”) is being entered into on this day of \_\_\_\_\_ and is between Central VT Habitat for Humanity, and (hereinafter referred to as “Contractor”); and the individual or company, (hereinafter referred to as “Subcontractor”). By signing this Agreement, Subcontractor warrants that they are fully experienced, properly licensed, and insured to perform the type of work described in this Agreement, and that they are an independent contractor and not an agent or employee of the Contractor.
- 2. SUBCONTRACTOR RESPONSIBILITIES** Subcontractor will furnish all labor, equipment, tools, materials, transportation, supervision, and all other items required for safe operations to complete the following work which will comply with the latest edition of all applicable building codes and the Subcontractor will not use Habitat’s tools, equipment, supplies, or personnel. Subcontractor is responsible for the instruction and supervision of his own crews; Subcontractors shall not leave a crew on The Habitat job site unless the assigned crew has exact instruction of what their work is to be.
- 3. GENERAL SCOPE OF WORK DESCRIPTION AND SUBCONTRACT AMOUNT**

The Scope of Work, specific description of the work, subcontract amounts, project schedule and draw schedule for each project under this agreement shall be attached hereto and incorporated herein as a Scope of Work Exhibit.

### **GENERAL CONDITIONS FOR THE SUBCONTRACT AGREEMENT ABOVE**

- 4. EXCLUSIONS FROM SUBCONTRACTOR’S SCOPE OF WORK** Labor and materials for work on projects that are not included by Subcontractor shall be set forth in each Scope of Work
- 5. CONTRACT DOCUMENTS** Subcontractor will perform its work in accordance with all Contract Documents, which are identified as follows:
  - This Construction Agreement, and with regard to each project:
  - Plans
  - Specifications
  - Addenda
  - Miscellaneous

Subcontractor is required to walk through Contractor’s Project site to determine the location and best application of project products. Upon commencement of work on any project, Subcontractor warrants that they have been furnished all Contract Documents referred to above and has thoroughly familiarized himself with all Contract Documents and the existing site conditions.

The intent of the Contract Documents and this Agreement is to obtain a complete and professional job. Subcontractor agrees that the Scope of Work covered by this Agreement and the Scope of Work Exhibit shall include all labor and materials that are both specified and reasonably implied by the Contract Documents

## **6. PAYMENT**

1. All requests for payment shall be submitted to the Contractor and must be accompanied by written bills for the work completed. No payment will be made without documentation. All payments will be issued in the form of a check, made out to both the subcontractor.
2. Checks for progress payments will be issued within ten( 10) business days of successful inspection and approval by the Contractor. Payments will be issued at intervals of 30%, 60%, and 90% of completion after invoice submittal from the Subcontractor and subsequent successful inspection and approval by the Contractor. The retained 10% will be invoiced by the Subcontractor after final successful inspection and approval by the Contractor.
3. Final payment will be made within ten (10) working days of satisfaction of all of the following

conditions:

#### PERMITS, INSPECTIONS AND CODE VIOLATIONS

It is the Subcontractor's responsibility to obtain all permits and inspection for the work, exception would be of concealed existing conditions. Subcontractor is required to walk through the Contractors Project site to determine the location and best application of project products. Subcontractor warrants that they have thoroughly included in the proposal all relevant labor and materials for a complete install and approved permits.

Habitat will make an effort to coordinate the inspection dates and the Subcontractors inspections for the purpose of having a Habitat representative on site for inspections.

If Subcontractor's inspection is not passed or approved by the county it will be Subcontractor's responsibility to assign his own personnel to be at the project site during the re-inspection, to include waiting for the inspector to arrive.

Subcontractor agrees to assume responsibility for compliance with all applicable federal, state, and local laws with regard to health, safety and accident prevention and rules, regulations and standards promulgated thereunder relating to the work to be performed by Subcontractor.

#### D. WORK COMMENCEMENT AND COMPLETION TIME

TIME IS OF THE ESSENCE in all aspects of Subcontractor's performance. Subcontractor shall perform the work in accordance with the schedule of Habitat.

#### WORK SCHEDULES

Schedules are only authorized by the Contractor. Subcontractor is not authorized to give the Homeowner a schedule for the sub-phases. Subcontractors are to instruct the Homeowner to contact the Contractor with all scheduling questions. Subcontractor is to discuss with the Contractor the schedule, date changes or additional days, Contractor will verify and notify the Homeowner of dates. The initial work schedule shall be incorporated in the Scope of Work Exhibit and shall be amended only by written change order signed by both parties.

- 7. CHANGES IN THE WORK** Only the Contractor shall have the right to order changes in the scope of Subcontractor's work (both additions and deletions). These changes shall be made in writing and signed by both Subcontractor and Contractor prior to commencement of any Change Order work by Change Orders shall be in conformance with the attached form Change Order.

Inspect the existing conditions before you start work. Alert Project Manager to any problems with the substrate you are working. Unless defects are pointed out prior to beginning work, you will be responsible for the cost of any rework necessary to correct defects.

If the change will affect your assigned phase, you are to stop your work and contact the Project Manager, If Project Manager is not available, do not continue. The Homeowner can not authorize changes. Direct the Homeowner to Habitat and if the change will directly affect the current phase, you are to stop the project to obtain a Contractor change order.

- 8. BACK CHARGES AND PROTECTION OF THE WORK** Contractor has the right to deduct from progress payments due to Subcontractor the cost of repairing damage caused by Subcontractor or the cost of repairing/replacing Subcontractor's defective work if Subcontractor fails to take significant steps toward correcting this damage or non-conforming or defective work within 2 days after receiving notice from Subcontractor agrees to be responsible for protecting all of its work in progress.

Contractor has the right to deduct from payments due to Subcontractor for any violations of this contract to include (for each offense):

Smoking on property \$50.00

Not Cleaning up work area \$50.00

Not leaving the area locked up and or Subcontractor enters without authorized reason into Homeowners living quarters that are not job site related could result in immediate termination of Subcontractors contract.

Contractor has the right at his discretion to halt and or terminate Subcontractor from the job site while allocations of violations are being reviewed.

**9. INDEMNIFICATION** All work performed by Subcontractor pursuant to this Agreement shall be done at the sole risk of the Subcontractor (and its agents) shall at all times indemnify, protect, defend, and hold harmless Contractor and Owner from all loss and damage, and against all lawsuits, arbitrations, mechanic's liens, legal actions, legal or administrative proceedings, claims, debts, demands, awards, fines, judgments, damages, interest, attorney's fees, and any costs and expenses in any form which are directly or indirectly caused or contributed to, or claimed to be caused or contributed to by any act or omission, breach, fault or negligence, whether passive or active, of Subcontractor or his agents, employees, or lower-tier subcontractors, subsidiaries, employees, agents, assigns, officers, directors, members or invitees in connection with or incidental to the work under this Agreement and Exhibits attached hereto. **Subcontractor's Initials** \_\_\_\_\_

**10. SUBCONTRACTOR'S INSURANCE** Before commencing work on the project, Subcontractor and its Subcontractors of every tier will supply to Contractor duly issued Certificates of Insurance, naming Contractor as a certificate holder, showing in force the following insurance for comprehensive general liability in occurrence form, automobile liability, and worker's compensation:

- Comprehensive general liability (in occurrence form) with limits of not less than \$1,000,000.00 per occurrence;
- Worker's Compensation Insurance for all employees in accordance with State

All insurance binders must contain a clause indicating that certificate holders be given a minimum of 30 days written notice prior to cancellation of Subcontractor's insurance.

Subcontractor must furnish the insurance binder referred to above as an express condition precedent to the Contractor's duty to make any progress payments to Subcontractor pursuant to this Agreement. Neither Contractor's nor Owner's insurance shall be called on to contribute to a loss caused in whole or part by the negligence of Subcontractor. Should Subcontractor not carry worker's compensation insurance coverage to protect its principals from work-related injuries fully released and shall hold harmless, indemnify and defend Contractor and Owner from any injuries that may occur to the Subcontractor and/ or its principals during the course of this project. In no way does this provision affect the absolute duty of every Subcontractor to provide worker's compensation insurance coverage to each and every one of his employees according to the provisions of this Agreement and all applicable state and federal laws.

Subcontractor, its Agents, Employees and its Subcontractors fully release, and shall hold harmless, indemnify and defend Contractor from any injuries that may occur to the Subcontractor, its Agents, Employees and its Subcontractors during the course of this project. In no way does this provision affect the absolute duty of every Subcontractor to provide worker's compensation insurance coverage to each and every one of his employees according to the provisions of this Agreement and all applicable state and federal laws.

Habitat requires Subcontractor and its Subcontractors to carry workers compensation for their principals personally, Employees, and Agents for the entire term of the working relationship.

**11. CLEANUP** Subcontractor will continuously clean up its work areas, and keep them in a safe, sanitary condition, and remove all of its debris on a periodic basis. End of day the areas are to be broom swept and without any debris.

**12. EXPRESS WARRANTY** At the request of Contractor, Subcontractor will promptly replace or repair any work, equipment, or materials that fail to function properly for a period of one year after completion of the project, or

any longer period imposed by State or Federal law, whichever time period is longer, at Subcontractor's own Subcontractor will also repair any surrounding parts of the structure that are damaged due to any failure in Subcontractor's work during the warranty period stated herein.

- 13. LAWS, REGULATIONS, AND SAFETY** Subcontractor and its employees and representatives shall at all times comply with all applicable laws, ordinances, rules and regulations, whether federal, state, or municipal, particularly those relating to wages, hours, working conditions, non-discrimination, anti-kickback, safe operations, all applicable union contributions, and the payment of all Subcontractor will comply with all statutes and regulations that establish safety requirements (including, but not limited to those of OSHA and any state agency regulating job-site safety). By signing this Agreement, the Subcontractor knowingly and willingly accepts full responsibility for the safe operation of all of its activities and the protection of other persons and property during the course of this project. Subcontractor is to furnish all warranty information and operation manuals relating to its work on the project to Contractor.
- 14. SUBCONTRACTOR DEFAULT** If Subcontractor fails to diligently complete work under this Agreement or fails in any way to perform in accordance with all the terms and conditions of this Agreement, then Contractor may, without prejudicing any other rights he may have, give a 72-hour Notice to Subcontractor to cure his If Subcontractor does not cure his default within 72 hours of receiving notice, then Contractor may immediately terminate this Agreement for cause by giving Subcontractor notice of termination of this Agreement. Contractor will deduct the cost to resolve any deficiencies in the work or defaults and Contractor will then have no duty to pay Subcontractor any remaining funds due until the project has been completed. If the cost to complete Subcontractor's work and the amount of funds paid to Subcontractor to date exceeds the contract amount of this Agreement, Subcontractor will then be responsible for immediately paying this difference to Contractor. Subcontractor is responsible for paying all of Contractor's attorney's fees and court costs in connection with the enforcement of this clause.
- 15. ASSIGNMENT** Any assignment of any part of this contract is prohibited and void without the prior written consent of Habitat's Project Manager.
- 16. DISPUTE RESOLUTION AND ATTORNEY'S FEES** Any controversy or claim arising out of or related to this Agreement involving an amount less than \$5,000 (or the maximum limit of the Small Claims Court) Upon written notice of either party, any dispute over the dollar limit of the Small Claims Court arising out of this Agreement shall be submitted to an experienced private construction mediator who shall be mutually selected by the parties to conduct The mediator shall also be either a licensed attorney or retired judge who is familiar with construction law.

Subcontractor agrees to contractually make this provision bind and "flow down" to all lower-tier Subcontractors. This Agreement is not assignable. The prevailing party in any legal proceeding related to this Agreement shall be entitled to payment of its reasonable attorney's fees and costs incurred, and shall be entitled to post-judgment interest at the legal rate.

- 17. ENTIRE AGREEMENT, SEVERABILITY, AND MODIFICATION** This Agreement represents and contains the entire agreement and understanding between the Prior discussions or verbal representations by Contractor or Subcontractor that are not contained in this Agreement are not a part of this Agreement. In the event that any provision of this Agreement is at any time held by a Court to be invalid or unenforceable, the parties agree that all other provisions of this Agreement will remain in full force and effect. Any future modification of this Agreement should be made in writing and executed by Subcontractor and Contractor.
- 18. ADDITIONAL LEGAL NOTICES REQUIRED BY STATE OR FEDERAL LAW** See page(s) attached: Yes; No \_\_\_
- 19. ADDITIONAL TERMS AND CONDITIONS** Job Site Rules Of All Projects shall be attached hereto or included in the Scope of Work Exhibit, or may be later incorporated by written change
- 20. SAFETY PROGRAM REQUIREMENTS**  
Contractor & Subcontractor agrees to comply with all OSHA requirements and Habitat's safety program and project guidelines as identified below:
- **Hard Hats** are required at all times and must be worn per the manufacturer's instructions.
  - **Eye Protection** is required at all times.
  - **Hard Sole Work Shoes** are required at all times, athletic shoes are not allowed onsite.
  - **High Visibility Clothing** is required while working near heavy machinery.

- **Hearing, fall protection** and other personal protective gear must be worn when required or whenever warranted by the hazard exposure.
- **Proper clothing is required.** This includes shirts with minimum of a 4" sleeve, pants and sturdy work boots. Tank tops, and displaying of offensive stickers, signage and/or clothing are not allowed.
- **Use the appropriate ladders,** ramps, stairways and paths.
- **Barricaded stairs and areas** are not to be used. Stair barriers, perimeter guard rails and covers over floor openings, shall not be removed without prior consent of Habitat. Construction barricades **MUST** be maintained at all times.
- **Team members are required to tie-off** whenever working near an elevated, unguarded fall exposure of six feet (6') or more. Safety harnesses, not belts, are to be used. Guardrails are required on all working levels 6' or more.
- **Remove nails** from discarded lumber right away, don't leave for someone to step on.
- **Obey all project rules and warnings signs** such as "Controlled Access Zone", "Keep Out", "No Smoking", "Proper Attire Required", "Eye Protection Required", etc.
- **All visitors and delivery personnel** must follow all of the project's safety requirements.
- **Practice good housekeeping** in your work area. Pick up your cords, tools and place materials & scrap in trash barrels and dumpsters daily.
- **NO SMOKING-** Smoking is prohibited on the entire the job site to include from the road curb and all perimeters of the Homeowner's yard
- **Radios** are permitted at a low volume or at the discretion of the Habitat Supervisor. Use of headphones or earbuds is strictly **PROHIBITED**.
- **Flammable materials** (solvents, thinners, glues, etc.) shall be stored in an ANSI/OSHA approved container and identified as flammable.
- **Vulgar language** will not be tolerated at any time.
- **Fighting, horseplay, drug and/or alcohol use** is not acceptable and will result in the immediate removal from the project site. Drugs and alcohol are strictly **PROHIBITED**.
- **COVID-19** All subcontractors and their employees must adhere to all CVHFH COVID-19 safety protocols outlined in the COVID-19 Exposure Prevention Preparedness and Response Plan for Construction.
- **Signature required** The Covid-19 Exposure Prevention Preparedness and Response Plan for Construction must be signed by the subcontractor owner for himself, and on behalf of his employees.

**21. Debarment and Suspension.**

I certify that my company/I:

1. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
2. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against me (us) from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses; and have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
4. Contractor may verify the above by checking online resources for VT State <https://ago.vermont.gov/wp-content/uploads/2019/02/Home-Improvement-Fraud-Registry.pdf> and Federal <https://www.sam.gov/SAM/pages/public/index.jsf>

I have read, I understand, and I agree to all of the terms and conditions contained in the Agreement above, and I have full authority to enter into this Agreement, fully binding the party that I represent.

CVHFH Project Manager Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Subcontractor Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Executive Director Signature: \_\_\_\_\_

## SCOPE OF WORK

Attached to and forming a part of the Agreement between \_\_\_\_\_  
& Central Vermont Habitat of Humanity, effective as of \_\_\_\_\_

1. Without limitation, the following items are included in the Contractor's Scope of Work:
  - 1.1. Contractor will furnish all labor, materials, tools and equipment to perform the full and complete scope of work of all applicable CSI Divisions per the plans, specifications and all local, state, and national regulations and building codes, with the most stringent regulations applying, including but not limited to furnishing all work and services necessary and/or incidental to comply with the full intent of the complete drawings and scope specifications.
  - 1.2. Contractor acknowledges that the plans and all other supplemental instructional information provided by either Habitat or the Architect have been prepared with the intent and expectation that the Contractor will build/install all materials and labor in a way to avoid conflict and resolve any ambiguity, inconsistency, or errors contained within the drawings and other supplemental instructional information. Contractor acknowledges that in the event a conflict exists, Contractor has included the higher value and/or quantity and/or the most restrictive method of installation.
  - 1.3. Contractor acknowledges that they have reviewed all plans and supplemental instructional information included in this contract in their entirety and will provide a full, complete and functional system based on the contract documents, commonly practiced industry standards acceptable to Habitat and the Architect and all necessary components therein.
  - 1.4. Contractor acknowledges that they have completed a full and complete examination of the existing site conditions and all site specific requirements and costs associated necessary to complete this scope of work is included in this contract with the exclusion of any unforeseen conditions unless noted otherwise.
  - 1.5. Contractor will furnish and install all required items not shown or specified, but necessary for proper installation and operation.
  - 1.6. Contractor will be in full coordination and cooperation with other construction trades working on the project to avoid conflict.
  - 1.7. Contractor will coordinate all deliveries with Habitat. All material deliveries must be approved in advance. All deliveries without prior approval may be refused at the discretion of the Habitat.
  - 1.8. Contractor is responsible for scheduling all inspections for their scope of work(s).
  - 1.9. CONTRACTOR IS TO PROVIDE A TWO (2) YEAR WARRANTY ON ALL LABOR AND A MINIMUM ONE (1) YEAR WARRANTY ON ALL MATERIAL. WARRANTY COMMENCES ON DATE OF FINAL BUILDING INSPECTION.
  - 1.10. All materials and work to be installed to meet or exceed the Metropolitan's Builder's Association's Building Quality Standards for either New Construction or Renovation work.

IN WITNESS WHEREOF, Contractor and Subcontractor herein acknowledge this Scope of Work to the Subcontract Agreement as set forth above.

CVHFH Project Manager Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Subcontractor Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Executive Director Signature: \_\_\_\_\_

## PROJECT SCHEDULE

Attached to and forming a part of the Agreement between \_\_\_\_\_  
& Central Vermont Habitat of Humanity, effective as of \_\_\_\_\_

Subcontractor agrees to complete this scope of work on, by or before the dates listed below.  
Some accommodations will be allowed for weather.

SCOPE SPECIFIC SCHEDULE HERE:



IN WITNESS WHEREOF, Contractor and Subcontractor herein acknowledge this Project Schedule to the Subcontract Agreement as set forth above.

CVHFH Project Manager Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Subcontractor Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Executive Director Signature: \_\_\_\_\_