



Subcontractor Agreement - 5/5/23

Subcontractor Business Name: _____

Contact Person: _____ Phone Number: _____

Billing Address: _____

Email: _____

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

- Agreement, including Initials on page 4
- Scope of Work
- Project Schedule
- W-9 Form
- Certificate of Insurance
- Workers Compensation Waiver, if applicable
- Subcontractor response to the Request for Proposal
- Subcontractor owner must sign CVHFH Whistleblower Policy

RULES OF ALL PROJECTS

All trade-contractors, suppliers & their company employees must read and adhere to all of these rules.

Note: the word Owner refers to Central Vermont Habitat for Humanity (CVHFH)

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

- Use of Alcohol, Illegal Drugs, or Weapons
- 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 Contractor's Project Manager. Do not involve or ask the Habitat Partner Family

Clean up and Safety

- Clean up continually and keep organized and leave your work area neat at day's end
- 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 the Contractor'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 Contractor's job site unless the assigned crew has exact instruction of what their work is to be.

3. 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.

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:

- Construction Agreement
- Project Plans
- Project 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

6.1. 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 the Subcontractor.

6.2 CVHFH is a 501(c)3 affordable housing non-profit and all donations are tax deductible. Please include any discounts and/or donated material and/or professional labor in all your invoices. CVHFH will provide tax deduction acknowledgement letters for all donated/discounted materials before the end of the calendar year in which the work was completed.

6.3. 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.

6.4. Final payment will be made within ten (10) working days of satisfaction of all conditions.

7. 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.

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

If Subcontractor's inspection is not passed or approved 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.

8. 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 Contractor's schedule.

Schedules are only authorized by the Contractor. Subcontractor is not authorized to give the Habitat Partner Family a schedule for the sub-phases. Subcontractors are to instruct the Habitat Partner Family 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 Habitat Partner Family 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.

9. 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.

Inspect the existing conditions before you start work. Alert Contractor's 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 Contractor's Project Manager. If

Contractor's Project Manager is not available, do not continue. The Habitat Partner Family can not authorize changes. Direct the Habitat Partner Family to the Owner and if the change will directly affect the current phase, you are to stop the project to obtain a Contractor change order.

10. 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 3 days after receiving notice.

11. INDEMNIFICATION

All work performed by Subcontractor pursuant to this Agreement shall be done at the sole risk of the Subcontractor (and its agents). To the fullest extent permitted by law, Subcontractor 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** _____

12. 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 requirements.

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.

13. 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.

14. 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 cost. 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. Subcontractor is to furnish all warranty information and operation manuals relating to its work on the project to Contractor.

15. 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. The 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.

16. 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 default. 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.

17. ASSIGNMENT

Any assignment of any part of this contract is prohibited and void without the prior written consent of the Contractor's Project Manager.

18. 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) shall be resolved in that manner. 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. 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.

19. ENTIRE AGREEMENT, SEVERABILITY, AND MODIFICATION

This Agreement represents and contains the entire agreement and understanding between the parties, and any 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.

20. ADDITIONAL LEGAL NOTICES REQUIRED BY STATE OR FEDERAL LAW See page(s) attached: Yes ___ No ___

21. 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

22. DEBARMENT AND SUSPENSION

I certify that I/my company:

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 Federal and VT State <https://ago.vermont.gov/cap/home-improvement-fraud-registry>

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.

Subcontractor Signature: _____

Print Name: _____ Date _____

Executive Director Signature: _____

Print Name: _____ Date _____

SCOPE OF WORK/FIXED PRICE/SCHEDULE

Attached to and forming a part of the Agreement between _____

and Central Vermont Habitat for Humanity, effective as of _____

The scope of work, fixed price and schedule is based upon the Subcontractor's response to the Request for Proposal.

