

**SUBCONTRACT AGREEMENT**  
BCR Subcontract #: **XXXX-CC-Vendor #**

This Subcontract Agreement ("Subcontract") is made and entered into between **BARRON CONSTRUCTION & RENOVATION, LLC**, 102 Mason Court, Horseshoe Bay, Texas 78657, P: (830) 201-0091, F: (817) 231-8144 ("Contractor") and **Sub Name, Address, P: , F:** ("Subcontractor") as of **DATE**.

**Project:**  
**Name – Project No. – STATE**  
Street Address  
City, State & Zip

**Owner:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBCONTRACT WORK:** Subcontractor shall furnish and pay for all labor, materials, equipment, fuel, tools, machinery, applicable permits, applicable sales taxes, insurance, state and federal unemployment taxes required for a complete installation of **XXXXXXXXXXXXXXXXXX** in strict compliance with the Plans and Project Specifications.

- A. The following scope items are specifically included:
  
  
- B. The following scope items are specifically excluded:

**SUBCONTRACT PRICE:** (Check one)

**Lump Sum -** All Subcontract Work described above shall be performed for the sum of **XXXXXXXXXX and no/100 Dollars (\$XXXXXX.00)** which sum shall be subject to adjustment for changes and delays only as provided in the Contract Documents applicable to this Subcontract.

**Unit Price -** The Subcontract Price shall be the total sum of the extensions of the unit prices, as contained on the Unit Price Proposal attached hereto, multiplied by the quantities measured for each unit price upon completion of the project, as approved by the Owner and Contractor.

**SUBCONTRACTOR PAY APPLICATIONS:**

Subcontractor shall utilize the forms, format and process outlined in **Attachment B:** Pay Application Instructions/Forms, when preparing and submitting Pay Applications. Monthly progress payment applications are due not later than the 25<sup>th</sup> day of each month. Completed, notarized, original applications will be accepted by mail or hand delivery. Applications received after the 25<sup>th</sup> day of the month will be considered for payment during the next pay period.

**INSURANCE:**

Subcontractor shall procure and maintain commercial general liability, automobile liability and workers' compensation insurance. The commercial general liability policy shall contain an endorsement naming Barron Construction & Renovation, LLC as Additional Insured (Form CG 2010 11 85 or equivalent) on a primary basis without contribution including completed operations. Commercial general liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policy. The Workers Compensation Policy shall contain a waiver of subrogation endorsement in favor of Contractor and its employees.

**TERMS AND CONDITIONS:**

Subcontractor agrees to comply with all of the terms and conditions provided in **Attachment A.**

**CONTRACTOR:**  
**Barron Construction & Renovation, LLC**

**SUBCONTRACTOR:**  
**Subcontractor Name**

By: Greg Barron  
CEO  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title\*: \_\_\_\_\_  
Date: \_\_\_\_\_

\*Must be signed by the owner of a sole proprietorship, partner of a partnership, or president of a corporation

## ATTACHMENT A – MISCELLANEOUS PROVISIONS

### **A. SAFETY**

1. Subcontractor's onsite foreman must hold weekly Tool Box Safety meetings and bring Meeting Minutes to the Contractor's Weekly Safety Meeting held onsite. Attendance at these meetings is mandatory for all trades with workmen onsite.
2. All individuals (employees, subcontractors, vendors, suppliers etc) are required to wear long pants, work shoes/boots and a hardhat at all times while on the jobsite.
3. Subcontractor shall furnish the appropriate Material Safety Data Sheets (MSDS) for all materials, fluids, compounds, adhesives, etc. to be used in the performance of the work.
4. Subcontractor shall notify Contractor immediately of any unsafe working condition encountered by Subcontractor on the work premises. Subcontractor shall be responsible for the safety of its employees and of its work area, including ingress and egress to and from work areas. Questions regarding the application of work rules and safety standards are to be directed to Contractor. Subcontractor shall designate an onsite supervisor who is responsible for Subcontractor's compliance with all federal, state and local ordinances concerning workplace safety and compliance with Contractor and Owner's safety rules.
5. Subcontractor shall notify contractor immediately (within one hour) of all incidents. An incident is an occurrence that results in, or could have resulted in an injury, illness, fire, property damage, or hazardous material spill on the project site. If an actual injury or illness occurs, Subcontractor shall forward a First Report of Injury to Contractor within 24 hours.
6. It is understood that Subcontractor is an independent contractor and is fully responsible for all means and methods for compliance with safety standards. Subcontractor shall, at all times, remain familiar with conditions on the project site and provide for the safety and security of its personnel.

### **B. CLEANUP**

7. Subcontractor is solely responsible for cleanup of all debris and personal trash generated by work under this Work Order. Debris must be placed in dumpsters (furnished by Contractor) on a daily basis as designated by Contractor's Project Superintendent.
8. Subcontractor shall make arrangements to remove all cartons, crates, boxes, etc. and return work area to a broom clean condition at the end of each day.

### **C. DELIVERIES AND ONSITE STORAGE**

9. All deliveries of material must be coordinated and approved by Contractor's Project Superintendent prior to shipment to the jobsite. The location for temporary onsite storage must be approved in advance by Contractor's Project Superintendent.
10. Subcontractor's vehicles entering the job site and all supplier's vehicles making deliveries to Subcontractor shall use the route designated for construction access by Contractor's Project Superintendent.
11. Subcontractor shall palletize all loose materials to the greatest extent possible and shall coordinate storage of pallets with Contractor's Project Superintendent.

### **D. INSPECTIONS**

12. This project is regulated and subjected to inspection by the Owner and other various governing authorities. Subcontractor is responsible for researching and complying with all OSHA, State and Local Codes, Ordinances and Requirements.
13. Notification for and coordination of all testing procedures required by the scope of work in this Work Order is the responsibility of Subcontractor.

## **E. MISCELLANEOUS PROVISIONS**

14. Subcontractor shall provide **Daily Reports** to Contractor's Project Superintendent.
15. Radios, music boxes, etc. are NOT allowed on or around the jobsite. Abusive behavior and vulgar language are NOT allowed on or around the jobsite.
16. Unusually noisy, smoky, oily machinery and machinery in poor repair are NOT allowed on or around the jobsite. Subcontractor shall provide protection to all work from damage by its equipment.
17. Coordination with other trades is the responsibility of Subcontractor.
18. Subcontractor shall provide fire safing, fire sealant, escutcheons, sleeves, etc. for all penetrations thru rated walls, slabs, floors, etc.
19. Subcontractor is responsible for all notes and details pertaining to its scope of work, regardless of what area of the plans or specifications the notes and/or details are found.
20. Subcontractor shall make provisions to remove excess soil from trucks and other vehicles as necessary to prevent tracking of mud or other substances onto paved streets and highways.
21. Warranties, O&M manuals and As-built drawings must be submitted to Contractor upon project completion. Failure to submit complete and accurate information will result in suspension of progress payments until the delinquency is corrected.
22. Contractor's Project Superintendent will schedule periodic mandatory coordination meetings with all Subcontractors and major material suppliers to review job progress, resolve problems and disseminate information concerning schedules, changes or any other matters of general information. Failure of Subcontractor to attend regular scheduled meetings does not relieve Subcontractor of its responsibility to perform work or otherwise comply with instructions given during such meetings.
23. Contractor will furnish one set of project drawings and specifications to Subcontractor. Subcontractor is responsible for securing and paying for all additional drawings and specifications necessary and pertinent to the performance of its work.
24. Subcontractor shall provide temporary protection and support for all other work adjacent to or susceptible to damage by its own work.
25. Subcontractor is responsible for its own drilling and coring. No coring is allowed without prior written approval from Contractor's Project Superintendent.
26. Subcontractor shall comply in full with specification requirements for protection of existing trees and landscape when there is potential for damage as result of project activities. Any damage that occurs shall be reported to Contractor's Project Superintendent. The cost for repair of such damage is the responsibility of Subcontractor.
27. Subcontractor is responsible for hoisting its own materials, supplies, and equipment and for providing its own scaffolding, unless specifically excluded, modified or clarified herein.
28. Subcontractor shall provide an on-site Foreman to coordinate and be responsible for work and safety procedures under this Work Order.
29. Subcontractor will be allowed a period of two (2) weeks from the time of receipt of the project punch list to complete all required punch list items related to its trade. Final payment and release of retention funds is contingent upon satisfactory completion of all punch list items.
30. All layout is the responsibility of Subcontractor.