**Contractor: Encore Electric, Inc.**

**7125 West Jefferson Avenue, Suite 400**

**Lakewood, Colorado 80235**

**Contact:** **contact**  **email (email)**

**Subcontractor:** **subC**

**Contact:** **contact**

**Address:** **address**

**subcity, st** **zip**

**Phone/Fax/Email:** **pho (p)** **fax (f)**

**email (email)**

**Subcontract Type:**  **type**

**Project:** **project**

**Encore Electric**

**Subcontract Number:** **000.000.16**

**General Contractor:** **gc**

**addygc**

**citygc, st** **zipgc**

This Subcontract consists of 9 pages and the following attachments which are incorporated herein by this reference:

1. Scope of Work
2. Special Terms & Conditions
3. Insurance Requirements
4. Lower Tier Subcontractor Disclosure Form
5. Certification Regarding Illegal Aliens
6. Liquidated Damages Provisions
7. OCIP Notation
8. Government Subcontract Packet
9. Government Regulatory Subcontract Attachment
10. Standard Subcontract Amendments/Addenda

Please initial each page where indicated, affix authorized signature(s) and return two copies within ten (10) days of receipt to the Contractor’s issuing office shown above.

A copy executed on behalf of Encore Electric, Inc., will be returned for your files.

**PROJECT NAME:**

**SUBCONTRACT NUMBER:** **000.000.16**

THIS AGREEMENT, made this 1st day of January, 1900 between **ENCORE ELECTRIC, INC.** hereinafter called the Contractor and hereinafter called the Subcontractor.

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

1. The terms of this subcontract shall include special provisions as described and set forth in **Attachment A,** “Scope of Work” which becomes part of this Subcontract Agreement. The cost and scope of the work is for full compliance with approved Shop Drawings and Submittals. Subcontractor shall furnish all labor, materials, both installed and consumable, equipment, accessories, tools, supervision, insurance and miscellaneous items not specifically mentioned but reasonably inferred for a complete installation, to complete the “Subcontract Scope of Work” except as expressly noted herein.
2. The Subcontractor agrees to the “Special Terms and Conditions” as set forth in **Attachment B** which becomes part of this Subcontract Agreement.
3. Subcontractor shall assume toward Contractor all the obligations and responsibilities which Contractor, by Contract Documents, assumes toward General Contractor and Owner. Subcontractor acknowledges all orders, instructions, directives and determinations issued by General Contractor or Owner, pursuant to the terms and conditions of the Contract Documents, which require Subcontractor to take an action which may impact one of Subcontractor’s employees, even if Contractor communicates the information to Subcontractor on behalf of General Contractor or Owner, do not constitute a decision or a determination of Contractor affecting the terms and conditions of the employment of Subcontractor’s employees. If there are additional requirements applicable to Subcontractor because of the Contractor’s contract with the General Contractor or the General Contractor’s contract with the Owner, Subcontractor acknowledges and agrees it is complying with the requirements of such General Contractor or Owner as a result of the Contract Documents.
4. The contract sum shall include fees and charges for all permits, insurance, sales and use taxes, freight, payroll taxes, licenses and other governmental requirements. Subcontractor accepts liability for all taxes and contributions required by the Federal Social Security act and the Unemployment compensation laws for all of the Subcontractor’s employees and subcontractors.

1. The Subcontractor shall commence with the Work immediately after notice and as scheduled in the Project Schedule. All work shall be coordinated through the Contractor’s jobsite superintendent or Project Manager as necessary to meet the requirements of this Subcontract. Subcontractor shall provide sufficient supervision, labor, material, and equipment on the jobsite to assure the prompt and orderly completion of the Work to the Contractor’s satisfaction. No extension of time will be valid without written consent from the Contractor. Any and all changes in the Subcontractor’s Scope of Work (Attachment A) must be authorized by written Change Order by the Contractor’s Superintendent or Project Manager. Any and all changes that are not approved in writing by the Contractor’s Superintendent or Project Manager shall be at the sole risk and responsibility of the Subcontractor.
2. Prior to commencing work, Subcontractor shall furnish an insurance certificate showing it has insurance coverage for workers’ compensation, commercial general liability, auto liability, and an umbrella policy in the limits outlined in the Contractor’s specifications in **Attachment C** and shall furnish, prior to commencing work, a certificate naming Encore Electric, Inc., as additional insured. Subcontractor’s insurance must be primary and non-contributory, and Encore Electric, Inc., must be added as an additional insured for on-going and completed operations.
3. Prior to Subcontractor’s commencement of the Work, Subcontractor shall submit to the Contractor’s Project Manager a Schedule of Values for approval. Progress payment requests shall be submitted on a standard AIA form accompanied by Contractor’s form entitled “Application and Certificate for Payment” (provided electronically by Contractor) no later than the 25th day of each month and shall include labor and materials incorporated in the Work through the end of the month. Payment requests must also be properly signed by the Subcontractor’s authorized representative. Payment requests not delivered as above may be rejected or held until the next payment period.
4. Progress payments less 10% retention shall be made for work done and materials furnished pursuant to the contract within ten (10) days after Contractor receives payment from General Contractor. Progress payments shall be made in accordance with the Subcontractor’s approved Schedule of Values. Contractor may deduct from any amounts due to the Subcontractor an amount sufficient to protect itself from loss on account of:
5. Defective workmanship, equipment or material not remedied or replaced by Subcontractor.
6. Claims filed or reasonable evidence indicating probable filing of claims for which the Subcontractor is responsible.
7. Failure of Subcontractor to make payments properly to its suppliers and manufacturers, or for equipment, material or labor.
8. Damage to other contractors.
9. Violation of or failure to comply with the provisions of the Contract Documents, including failure to clean up or submit acceptable compliance submittals and failure to comply with safety requirements.
10. Failure to diligently prosecute the work, as directed by Contractor, or as agreed upon in the Project Schedule.
11. Claims Contractor has against Subcontractor arising from other projects or contracts.
12. A Conditional Waiver and Release upon Progress Payment from each previous payment must have been signed and returned to Contractor. Subcontractor shall pay for all materials; equipment and labor used in, or in connection with, the performance of this Subcontract through the period covered by previous payments received from Contractor, and verify compliance with this requirement.
13. Final retention payment shall be made within ten (10) days after Contractor receives payment from General Contractor.
14. Subcontractor expressly understands that payments to him are contingent upon Contractor’s receiving payment for work from General Contractor. Subcontractor agrees that payment by General Contractor to Contractor for work performed by Subcontractor is a condition precedent to any payment obligation of Contractor to Subcontractor. Subcontractor agrees that the liability of the surety on Contractor’s payment bond, if any, for payment to Subcontractor, is subject to the same conditions precedent as are applicable to Contractor’s liability to Subcontractor.
15. Pricing for all materials shall be fixed upon signing this Subcontract. No additional charges will be authorized by Contractor as a result of Subcontractor’s increase in material costs subsequent to Subcontract execution.
16. No payments for materials not yet incorporated into Subcontractor’s work will be made without prior consent of General Contractor and Contractor. Such consent, if granted, shall be predicated upon a physical inspection of materials, presentation of satisfactory invoices for such materials, and certificates of insurance which name General Contractor and Contractor as “Additional Insured” covering all stored materials.
17. Subcontractor shall not assign, subcontract, or piece out any work to be done under this Subcontract without first obtaining permission in writing from the Contractor. Subcontractor shall disclose on **Attachment D** all lower-tier subcontractors that it proposes to complete its work. Subcontractor shall notify Contractor of any changes to this disclosure upon its knowledge of such changes. Lower tier Subcontractors shall assume toward Contractor all the obligations and responsibilities which Contractor, by Contract Documents, assumes toward General Contractor and Owner. Subcontractor shall include in all of its Sub-subcontractor agreements the following provision: Sub-subcontractor acknowledges all orders, instructions, directives and determinations issued by General Contractor or Owner, pursuant to the terms and conditions of the Contract Documents, which require Sub-subcontractor to take an action which may impact one of Sub-subcontractor’s employees, even if Contractor communicates the order, instruction, directive or determination to Subcontractor or Sub-subcontractor on behalf of General Contractor or Owner, do not constitute a decision or a determination of Contractor affecting the terms and conditions of the employment of Sub-subcontractor’s employees.
18. Subcontractor agrees to prosecute the work to be performed hereunder in such a manner as to cause no delay whatever to the Contractor, separate Contractors, or other Subcontractors on the Project. Should the Subcontractor fail to provide sufficient materials, equipment, or workmen to meet work schedules, fail to properly coordinate the work, become insolvent or unable to perform, fail to promptly pay bills or meet payrolls, refuse to follow the Plans and Specifications, cause delay to the Contractor, or in any other way fail to act in accordance with the terms of this Agreement, it is agreed that the Contractor shall have the right to:
    * 1. Withhold payments on account of labor and material already furnished until such time as satisfactory progress is resumed and maintained.
      2. Upon five (5) days’ notice given to the Subcontractor, purchase materials, rent equipment, contract with third parties, or use Contractor’s employees to perform such portions of the work under this Agreement and for the account of the Subcontractor, without terminating this Agreement. Contractor is only required to give one notice. Notice is not required per occurrence.
      3. Upon five (5) days’ notice Contractor may terminate this Subcontract in whole or in part when Contractor considers termination to be in its best interest. Subcontractor will be compensated only for the work performed and materials furnished as approved and paid by the Customer, but shall receive no compensation for incomplete or defective work, or amounts unpaid by Subcontractor to vendors or workers. In no event shall the total sum paid Subcontractor exceed the Subcontract price.
      4. Notwithstanding the foregoing, if notice is required by the foregoing provisions of this Article 15 and if Subcontractor corrects the identified deficiency with five (5) days after the notice is given, 15b and 15c shall not apply. If no notice is required, this right to cure shall not apply.
19. Subcontractor agrees to immediately correct and make good any defective materials and/or workmanship. Should Subcontractor neglect to proceed at once with the correction after being instructed to do so, or if Subcontractor is no longer on the job or Contractor reasonably believes that Subcontractor will not promptly and correctly perform the corrective work, Contractor may have the defects remedied at the expense of Subcontractor.
20. Subcontractor shall make any and all changes in the Work from the drawings and specifications of the Contract Documents without invalidating this Subcontract when specifically ordered to do so in writing by Contractor, and Subcontractor shall respond in a timely manner as stated in the written order. The value of changes to the Work will be agreed upon in advance by Subcontractor and Contractor’s Project Manager. A Change Order will be issued by the Contractor’s Project Manager outlining the agreement prior to execution of the Work. Claims arising out of any work not included in the Subcontract or done without a Change Order will not be paid. If the value of changes to the work is not agreed upon then Subcontractor shall proceed with the work and will be compensated for the man hours and material required to complete the work at actual cost plus 10% for overhead and fee.
21. Subcontractor shall be entitled to an extension of the Subcontract Time and/or reimbursement for delay damages only to the extent that the Contractor actually receives an extension of time and/or reimbursement for delay damages under the Prime Contract for events pertaining to the Subcontractor’s Work. Except to the extent of the foregoing pass-through rights, Subcontractor hereby waives and releases Contractor from any and all Claims for such delay damages including without limitation Claims attributable to breach of contract or tort, and whether caused by Contractor, Owner or other persons for any reason or cause whatsoever, regardless of whether any such delay or other conduct on the part of the Contractor, Owner or other persons may be deemed unreasonable or was not contemplated by the parties.
22. All claims and requests for extensions of time, and damage for delays or otherwise due to Subcontractor’s perception of work outside its scope shall be made immediately upon learning of the claim or of the need for the request. No consideration will be made for any claim made more than seven (7) days after Subcontractor has received information from Contractor or any other source or discovered conditions outside its scope which impacts the time or costs of the work. In the event of any dispute, controversy or claim between the Contractor and Subcontractor arising out of or related to the Subcontract Documents or the breach thereof, each party shall promptly notify the other upon discovery of any Claim, and shall in good faith meet to resolve the Claim by mutual agreement. The Subcontractor agrees to continue performing all of Subcontractor’s Work notwithstanding the existence of any Claims or the pending resolution thereof.
23. Any Claim, which is not resolved under Item 18, shall, at the option of the Contractor, be determined by arbitration. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. General costs of arbitration, including arbitrator fees and hearing costs, shall be assessed against the losing party.
24. Mutual Limitations on Damages. Under no circumstances shall either party assert, allege or be liable to the other party for any lost profits, liquidated, special, indirect or consequential damages. However, if liquidated damages are applicable to this project they are not mutually waived; see **Attachment F**.
25. It is agreed that no lien or statement of claim shall at any time be filed against the premises upon which the Work is performed, or any part thereof, by Subcontractor or by any person employed by Subcontractor or any person furnishing labor, services, equipment, or materials to Subcontractor for, in or about the performance of the Work for any amount for which Subcontractor has been paid.
26. Subcontractor shall take all reasonable safety precautions with respect to the Work, shall comply with all safety measures initiated by Contractor and with all applicable laws, ordinances, rules, regulations, and orders of any public authority including US Department of Labor, Occupational Safety and Health Administration, and the Colorado Labor, Occupational, Safety and Health Administration, for the safety of persons or property in accordance with requirements of the Contract Documents. Subcontractor shall report within one day to Contractor any injury to any of Subcontractor’s employees at the jobsite. Subcontractor will furnish its workers with and enforce the use of hard hats. Subcontractor warrants that it has an active safety program in compliance with OSHA requirements and names competent persons as required. Subcontractor shall provide such to Contractor if requested. Subcontractor will vigilantly enforce OSHA fall protection provisions. Subcontractor is responsible for holding weekly toolbox safety meetings, with copies of signed meeting minutes to be supplied to Contractor’s Superintendent. Before beginning any work, Subcontractor shall furnish Contractor with Material Safety Data Sheets (MSDS) for all materials that Subcontractor will be using on site; however, each Subcontractor is responsible for administering its own HAZCOM program. Subcontractor agrees to hold Contractor harmless from any fines or penalties levied by the US Department of Labor, Occupational Safety and Health Administration, and the Colorado Labor, Occupational, Safety and Health Administration for any and all acts related to violations caused by Subcontractor’s employees, and to reimburse Contractor if such fines or penalties are by paid by Contractor.
27. The Subcontractor shall give all required notices and comply with all laws, ordinances, rules, regulations, licensing requirements and orders of public authorities bearing on performance of the Subcontractor’s Work.
28. This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) and 41 CFR 60-741.5(a) on all Federal contracts and/or subcontracts in excess of $10,000. This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) on all Federal contracts and/or subcontracts in excess of $100,000. These regulations prohibit discrimination against qualified individuals based on their status of protected veterans or individuals with disabilities, and prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
29. Subcontractor warrants for a period of not less than one year that all materials and equipment furnished and incorporated in the project shall be new unless otherwise specified, and that all work and materials under this Subcontract shall be of good quality, free from faults and defects and in conformance with the Scope of Work. All work and materials not conforming to these standards may be considered defective and will be immediately corrected by the Subcontractor. Subcontractor will be responsible for the direct and indirect costs of replacing or repairing defective work and any damage resulting from the Subcontractor’s defective work. Contractor may have the defects remedied at the expense of Subcontractor. This warranty is in addition to and not in limitation of any other warranty required by law or the contract documents.
30. To the extent permitted by Colorado law, Subcontractor shall indemnify and hold harmless Contractor, General Contractor, and Owner and all of their agents and employees from and against all claims, damages, losses and expenses including reasonable attorneys’ fees arising out of or resulting from the performance of Subcontractor’s work under this Subcontract, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or person employed by him or anyone for whose acts he may be liable, regardless of whether it is caused in part by a party indemnified hereunder. In any and all claims against Contractor, General Contractor or Owner or any of their agents or employees by any employee of Subcontractor, anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.
31. In the event it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under the Agreement, it is expressly agreed that the prevailing party in any such action shall be entitles to recover from the non-prevailing party all costs, including reasonable attorney’s fees.
32. The Subcontract Documents represent the entire and integrated agreement between the Contractor and Subcontractor and supersede prior negotiations, representations or agreements, either written or oral. The Subcontractor Documents shall be governed by the laws of the State of Colorado.
33. All covenants, agreements, indemnities, guarantees and warranties made by Subcontractor shall survive completion of the Subcontractor’s Work and the performance or termination of the Agreement and any payment of the Subcontract Sum in whole or in part.
34. If any term or provision of the Agreement shall be held to any extent to be invalid or unenforceable, the remaining terms and provisions shall remain valid and be enforceable to the fullest extent permitted by law.
35. Subcontractor understands and acknowledges Contractor is a Merit Shop and is not signatory to any collective bargaining agreement with any union. Subcontractor acknowledges any labor agreements it has or subsequently enters into with any union, which covers Subcontractor’s employees on the jobsite, do not apply to or bind Contractor. Subcontractor shall provide to Contractor the termination date for each of Subcontractor’s labor agreements. Subcontractor agrees that for the duration of its work, it will not engage in any lockout and its employees and their unions will not engage in any strike, picketing, handbilling, bannering or slow down at the project. Subcontractor further agrees that if a union strikes, pickets, handbills, banners or engages in a work slowdown or a sympathy strike, Subcontractor’s employees will work regardless of who is the target of the labor dispute. If reserved or neutral entrances are established to the work site, Subcontractor, its employees, suppliers and visitors will enter and leave the project at the entrance(s) designated by the Contractor. If Subcontractor must allow a union representative to contact Subcontractor’s employees on the jobsite, Subcontractor’s Project Manager will remain with the union representative the entire time the union representative is on the jobsite and the Project Manager will prohibit the union representative from communicating with individuals on the jobsite who are not union members. If Subcontractor breaches any of the terms of this paragraph, Contractor has the right to immediately terminate this Agreement.
36. All notices required or permitted to be given under this agreement shall be in writing and will be deemed to have been duly delivered: (1) upon personal delivery to an officer or registered agent of a party; (2) as of the third day after mailing by U.S. mail, certified, return receipt requested, postage prepaid and addressed to the proper party at the address set forth in this agreement; (3) at the end of the day immediately following the day it is deposited with and accepted by an overnight courier service addressed to the proper party at the appropriate address; or (4) two hours after electronic transmission between 8:00 and 3:00 MST on any business day to the proper party at the appropriate telefax number or e-mail address set forth below or established by notice to the other party. A “business day” is any weekday that is not a holiday recognized by the U.S. federal government.

If to Contractor: 7125 West Jefferson Avenue, Suite 400

Lakewood, Colorado 80235

(303) 937-8300 Facsimile

(e-mail)

If to Subcontractor:

subcity, st zip

Facsimile

email (e-mail)

IN CONSIDERATION WHEREOF, the said Contractor agrees that it will pay to the said Subcontractor at completion, the sum of **$0.00 , (****Zero Dollars And** **Zero Cents)** said material and work, said amount to be paid as follows:

**Ninety percent (****90 %)** of all labor and equipment which has been placed in position by said Subcontractor, to be paid within ten (10) days after Contractor receives payment from General Contractor, except the final payment, which the said Contractor shall pay to the said Subcontractor within ten (10) days after the General Contractor has paid the Contractor in full.

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

IN WITNESS WHEREOF, they have executed this agreement the day and date written above.

Witness:

**CONTRACTOR: SUBCONTRACTOR:**

**ENCORE ELECTRIC, INC.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT** “**A”**

**SCOPE OF WORK**

Subcontractor’s Work shall be completed in compliance with the standards described in the Prime Contract and in the Drawings, Specifications and other Subcontract Documents, or, if no such standards are specified, in compliance with industry standards.

**INSERT SCOPE HERE**

**ATTACHMENT “B”**

**SPECIAL TERMS & CONDITIONS**

1. Furnish all labor and materials and equipment necessary for a complete system per plans, specifications, addenda, amendments, and the authority having jurisdiction.
2. The tax rate for this project is      . PER SUBCONTRACT AGREEMENT, ALL TAXES ARE TO BE INCLUDED IN THE PRICE. Subcontractor to provide material valuation and tax break out within ten (10) days.
3. Shop Drawings. Submit    hard copies and 1 electronic copy by      . If re-submittal is required, please submit an additional    hard copies and 1 electronic copy.
4. O&M’s. Submit    hard copies and 1 electronic copy by      . If re-submittal is required, please submit an additional    hard copies and 1 electronic copy.
5. Installation to start      , or as directed by Encore Electric personnel, and complete by      .
6. The Subcontractor, its agents, employees, subcontractors or suppliers shall use the Contractor’s equipment only with the express written permission of the Contractor’s designated representative and in accordance with Contractor’s terms and conditions for such use.
7. The Subcontractor shall follow the Contractor’s cleanup directions, and

(a) at all times keep the building and premises free from debris resulting from the Subcontract Work; and

(b) broom clean each work area prior to discontinuing work in each area. If the Subcontractor fails to immediately commence compliance with cleanup duties within twenty-four (24) hours after written notification from the Contractor of noncompliance the Contractor may implement appropriate cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due the Subcontractor under this Subcontract.

1. Subcontractor shall provide Encore Electric’s onsite foreman a daily report identifying all of Subcontractor’s personnel present on the jobsite.
2. Subcontractor’s Project Manager shall attend Encore Electric’s weekly safety meetings and Monthly Job wide safety meetings.
3. Performance and Payment Bonds **(the applicable box is checked)**

      The Subcontractor shall furnish within fifteen (15) calendar days, an original executed Performance Bond and Payment Bond, each with good and sufficient surety or sureties acceptable to Contractor. Bonds must be accompanied by a Power of Attorney for those persons authorized to sign the bond on behalf of the surety. The bonds cannot be dared prior to the date of this contract. If there is any change to the contract price the bond must be adjusted by providing a bond rider.

Performance and Payment Bonds are not required on this project.

Project Manager:

Project Foremen:

Project Accountant:

Project Engineer:

**ATTACHMENT “C”**

**SUBCONTRACTOR/VENDOR INSURANCE REQUIREMENTS**

Prior to the commencement of any work, Subcontractor shall purchase and maintain, at its own expense, the following types of insurance coverage and limits of liability. These insurance requirements and the obligations of the indemnification agreement that is part of this contract shall also apply to anyone hired by you to Work under this agreement.

**A. Commercial General Liability (Occurrence Form):**

Combined Bodily Injury and Property Damage Liability:

|  |  |
| --- | --- |
| General Aggregate | $ 2,000,000 |
| Products - Completed Operations Aggregate | $ 2,000,000 |
| Each Occurrence | $ 1,000,000 |
| Personal Injury | $ 1,000,000 |

The following are standard coverages provided under a Commercial General Liability Policy. If your General Liability policy does not include these, they must be added by endorsement.

1. Premises/Operations
2. Products/Completed Operations
3. Contingent liability for work performed by Subcontractors
4. Broad Form Property Damage (including Completed Operations)
5. Personal Injury liability (with contractual exclusion deleted)
6. Contractual liability (including construction contracts)

The following are REQUIRED **endorsements**:

1. Contractor and Owner shall be included as Additional Insured for Ongoing Operations **and** for Completed Operations, or their equivalent on a combined form, under Subcontractor’s policy.

**No exclusion can be attached for work performed by Subcontractor or for subsidence.** Subcontractor shall maintain Products and Completed Operations Insurance, and the Additional Insured endorsement as specified in this attachment for 2 years after completion of the project. Subcontractor shall continue to provide evidence of such coverage to Contractor on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. **Subcontractor shall provide copies of the Additional Insured endorsements to Contractor along with the certificate of insurance.**

**ATTACHMENT “C”**

**SUBCONTRACTOR/VENDOR INSURANCE REQUIREMENTS**

**B. Workers’ Compensation and Employer’s Liability:**

Coverage A:

Statutory Coverage: As required by the State in which the

Work is performed.

Coverage B:

|  |  |
| --- | --- |
| Employers Liability Coverage: | $ 100,000 Each Accident |
|  | $ 500,000 Disease, Policy Limit |
|  | $ 100,000 Disease, Each Employee |
| Waiver of Subrogation | Endorsement included in favor of Contractor and Owner. |

**C. Business Auto Policy:**

|  |  |
| --- | --- |
| Bodily Injury and Property Damage Liability  (Combined Single Limit): | $1,000,000 each accident |

|  |  |
| --- | --- |
| Liability Coverage for the following must be included: | Any Automobile **OR** |
|  | Owned, Non-Owned and Hired Automobiles |

**D. Umbrella Policy:**

$1,000,000 Each Occurrence/$1,000,000 Aggregate Excess of the Employer’s Liability, Commercial General Liability and Automobile Liability on a following form basis.

Encore Electric, Inc. shall be included as Additional Insured’s for ongoing operations and completed operations.

**E. Certificates of Insurance:**

The Subcontractor/Vendor shall furnish an **Original** certificate of insurance to show that the insurance specified in this contract is in force, stating policy numbers, dates of expiration, limits of liability and coverage’s there under, and the name of the project.

**ATTACHMENT “C”**

**SUBCONTRACTOR/VENDOR INSURANCE REQUIREMENTS**

**F. Waiver of Subrogation:**

Contractor and Subcontractor waive all rights against (1) each other and any of their Vendors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect’s consultants, separate contractors, and any of their Subcontractors/Vendors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary.

**G. Special Provisions:**

All policies are to be written through companies duly entered and authorized to transact that class of insurance in the state in which the project is located. The Insurance Companies must have an A.M. Best rating of A-, VII or better in the most recent Best’s Key Rating Guide.

Coverages are to be primary and non-contributory.

Approval, disapproval or failure to act by the Contractor regarding any insurance supplied by the Subcontractor shall not relieve the Subcontractor of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Subcontractor from liability.

Contractor shall make no special payments for any insurance that the Subcontractor may be required to carry; all are included in the contract price and in the contract unit prices.

The Subcontractor shall require all Sub-Subcontractors to procure and maintain all insurance as set forth in this contract.

In the event that an Owner-Controlled Insurance Program (OCIP) applies to the contract this attachment shall be in addition to the OCIP. All OCIP requirements must be complied with and will be provided with the Contract, when applicable.

In the event that the contract is being performed on a federal facility or is federally funded the

Cancellation clause must read:

"Any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed, prescribed, or (2) until thirty (30) days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer."

The government regulation requiring this clause will be provided with the Contract, when applicable.

**ATTACHMENT “D”**

**LOWER TIER SUBCONTRACTOR DISCLOSURE FORM**

CHECK THIS BOX IF YOU WILL NOT BE USING ANY LOWER-TIER SUBCONTRACTORS.

Subcontractor #1

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollar Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scope of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor #2

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollar Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scope of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor #3

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollar Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scope of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Attach additional sheets as necessary)

**ATTACHMENT “E”**

**SUBCONTRACTOR CERTIFICATION REGARDING ILLEGAL ALIENS**

**AND**

**COLORADO AFFIRMATION AND VERIFICATION REQUIREMENTS**

Subcontractor hereby certifies to the Contractor in that it shall not knowingly employ or contract with an illegal alien to perform work under this contract for construction.

Subcontractor hereby certifies to the Contractor that it shall comply with 8 U.S.C. 1324A IRCA regarding I-9 forms and requirements.

Subcontractor hereby certifies to the Contractor that is shall comply with C.R.S. 8-2-122, Colorado Affirmation/Verification Requirements for all Colorado employees hired on or after 01/01/2007.

Date of Certification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name and Location of Project Name and Address of Contractor**

      Encore Electric, Inc.

      7125 West Jefferson Ave, Suite 400

      Lakewood, Colorado 80235

**Name and Address of Subcontractor**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SUBCITY, ST ZIP

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF COLORADO )

) ss:

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

Witness my hand and official seal. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My commission expires: Notary Public

**ATTACHMENT “F”**

**LIQUIDATED DAMAGES PROVISIONS**

The following is an excerpt from the agreement between the General Contractor, and Encore Electric, Inc. of the liquidated damages clause for the that are flow-down requirements from the Owner:

Insert liquidated damages language from the contract here. All liquidated damages language printed herein must be approved by an officer of the company prior to issuing the subcontract.

Therefore, in the event that Encore Electric, Inc. is notified by the General Contractor that liquidated damages are going to be assessed against Encore Electric, Inc. i.e.      , in its sole reasonable discretion, will determine the proportionate share of the Subcontractor or Vendor contribution.