



### Subcontractor Contact & Insurance Information

Business Name:		Contact Name:	
Federal Tax ID#: or		Social Security #:	
Business Address:	<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div>		
Phone Numbers: <i>Please circle the best number to reach you during the day.</i>			
Office:		Fax:	
Cellular/Nextel ID#:		Pager:	
Home:		Email:	

Please provide us with a current copy of your **workers compensation**, and **general liability** insurance. You may give us your insurance agents name & phone number, or you may contact them to send or fax us a certificate. All subcontractors not providing insurance information will have the appropriate amount deducted from all payments. If you are not required to provide Workers Compensation Insurance, please sign the attached Independent Contractor Form.

Agents name:	Phone:
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- Please contact my agent at the above number.
- I will have a copy sent to you.
- I have no insurance, please deduct.

**Payment Schedule:** Bills should be turned in **Wednesday** for payment on the following week on **Friday (10 days later)**. Payment will be made for only work completed by Wednesday at 4:00pm. Please submit bills via fax, mail, email or personally by 4:00 pm Wednesday. Checks will be available Friday after 2:00 pm.

Thank you for cooperation, we look forward to working with you.



It is hereby agreed that \_\_\_\_\_ is an Independent Contractor to Roeshot Construction Inc. There is no Employer/Employee relationship existing.

Subcontractor also understands that as a sole proprietor not subject to Workers Compensation in the state of Pennsylvania that no benefits under Workers compensation of above mentioned companies will apply to Subcontractor, as they are not employees of this organization. If Subs are not covered under their own Workers Comp policy, then they are working at their own risk and understand again that no benefits will be paid to them from Roeshot Construction Inc. for medical expenses or indemnity for on the job injuries.

My signature below proves that I have read and understand the above statement.

Subcontractor \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_



## **Sub-Contractor Indemnification Agreement**

The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractor's sole expense) and hold harmless Contractor, the Owner (if different from Contractor), affiliated companies of Contractor, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Subcontractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Subcontractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Subcontractor shall not be obligated to indemnify and defend Contractor or Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

Should Subcontractor at any time, fail to supply sufficient number of skilled workman or a sufficient quantity of materials of proper quality, or fail in any respect to prosecute the work covered by this Subcontract with promptness and diligence, or fail in the performance of any of the agreements here in contained, or should any workmen engage in strike or other work stoppage, or cease to work due to picketing or other such activity, or fail to make payments to workers or material suppliers, Contractor may, in any of such events at its option, after forty-eight hours written notice to Subcontractor, provide any such labor and/or materials and deduct the cost thereof from any monies due or thereafter become due to Subcontractor. If expenses incurred by General Contractor in completing work shall exceed the unpaid balance, Subcontractor shall pay the General Contractor along with any damages incurred as result of default. General Contractor may, at its option, terminate this agreement with Subcontractor and have the right to complete the work hereunder with another Subcontractor. Subcontractor shall be liable to General Contractor for all costs and damages incurred by Subcontractor due to failure to perform.

## **INSURANCE**



Upon execution of this Agreement, and prior to the Subcontractor's commencing any work or IMPORTANT services with regard to the Project, the Subcontractor shall carry commercial general liability insurance on ISO form CG 00 01 1001 (or a substitute form providing equivalent coverage) and the Subcontractor shall provide the contractor with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 1001 and CG 2037 1001 (or substitute form providing equivalent coverage) naming the Contractor and the Owner as Additional Insured's there under. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to Owner and Contractor. The coverage available to the Contractor and Owner, as Additional Insured's, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Pennsylvania and shall be reasonably acceptable to Contractor. All Subcontractor insurance carriers must maintain an AM Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured's whether or not a claim is in litigation.

The insurance coverage required under paragraph --shall be of sufficient type, scope, and duration to ensure coverage for the Contractor or Owner for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Contractor or Owner in relation to the Project.

Each Certificate off insurance shall provide that the insurer must give the Contractor at least 30 days' prior written notice of cancellation and termination of the Contractor's coverage there under. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply the Contractor with a new, and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Contractor and Owner as set forth above.

Additionally, and prior to commencement of the Work, the Subcontractor shall provide the Contractor with a Certificate of insurance showing liability insurance coverage for the Subcontractor and any employees, agents, or Sub-Subcontractors of the Subcontractor for any Workers' Compensation, Employer's Liability and Automobile Liability. in the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to Contractor. Coverages shall be no less than the following:

Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Contractor prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.



Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 each accident.

Waiver of Subrogation: Subcontractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of Contractor and Owner with respect to Losses arising out of or in connection with the Work.

My signature below proves that I have read and understand the above statement.

Subcontractor \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_