



Chore-ology Restoration & Handyman

# MASTER SUBCONTRACT AGREEMENT

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This Master Subcontract ("Subcontract") is agreed upon on the date set forth at the end of this document by and between Core-ology dba Chore-ology Restoration & Handyman (the Prime Contractor, hereinafter referred to as the "Contractor") and the subcontractor (You) identified at the end of this Subcontract (hereinafter referred to as the "Subcontractor").

The purpose of this document is to set forth the general terms and conditions which shall apply to all work that the Subcontractor performs for the Contractor unless and until otherwise agreed in writing between the parties. The contracts will be formed on a per project basis, and only after the Contractor and Subcontractor have agreed to a price for a specific scope of work.

In consideration of the mutual promises and covenants contained herein, Contractor and Subcontractor agree as follows:

## ARTICLE 1: DEFINITIONS.

The following terms as used herein shall have the following meanings, respectively:

1. "**Subcontract**" shall mean this Master Subcontract and all exhibits and schedules attached hereto.
2. "**Architect**" or "**Engineer**" shall mean the architect or engineer or other professional representative of the Owner, if any, under whose supervision or inspection the Work is required to be done by the terms of the Prime Contract.
3. "**Building**" or "**Structure**" shall, in addition to their common meaning, include the improvements at the project address identified above, outside utilities, sidewalks, landscaping, roads, streets, and other subjects and objects of construction provided for in the Contract Documents.
4. "**Consultant**" shall, in addition to its common meaning, include industrial hygienists, indoor environmental professionals and environmental experts.
5. "**Owner**" shall mean the person, firm, corporation, municipality, county, department or agency of the State or Federal Government primarily and originally contracting with the Contractor for the performance of the Work. The Owner shall be identified in separate Work Orders.
6. "**Prime Contract**" shall mean the Contract between the Owner and the Contractor including without limitation the plans, specifications, general and special conditions, addenda, alternatives and all other Contract Documents incorporated into such contract by its terms.
7. "**Project**" shall mean the total construction or performance of the Work described in the contract documents in whole or in part.
8. "**Property**" shall mean the real and personal property, the Building and the Structures located at each job site.



9. **"Work"** shall mean the work, labor, services, materials, matters and things required to be done and furnished by the Subcontractor, as more specifically described in Article 3 and elsewhere in this Subcontract.

10. **"Work Order"** shall mean a separate document that identifies the project-specific information. The Work Order forms the contract and the terms and conditions contained herein shall be incorporated into each contract.

## **ARTICLE 2: CONTRACT DOCUMENTS.**

(a) The "Contract Documents" for the Work to be performed by Subcontractor shall consist of the Work Order(s) executed by the parties, these Terms and Conditions, Subcontractor's Rate and Materials Schedule, the Prime Contract, and the documents listed below, which shall be deemed attached and incorporated into this

**EXHIBIT A: Sample Work Order:** The form attached as Exhibit A is the form that shall be used for all Work Orders executed under this Subcontract.

**EXHIBIT B: Subcontractor's Rate and Materials Schedule:** The Schedule is incorporated herein by this reference.

**EXHIBIT C: Change Order:** This form shall be completed in full for all change orders.

(b) The Contract Documents shall be kept on file in the office of the Contractor.

(c) Subcontractor hereby acknowledges that it has read and is familiar with all the Contract Documents.

1. Subcontractor agrees to be bound to Owner and to Contractor by each and all of the terms and provisions of the Contract Documents and to assume toward Owner and Contractor all of the duties, obligations and responsibilities that Contractor, by the Prime Contract, assumes toward Owner. Subcontractor further agrees that Owner and Contractor shall have the same rights and remedies against Subcontractor as Owner possesses against Contractor under the terms and provisions of the Prime Contract. Contractor shall have the ability to exercise those rights with the same force and effect as though every such duty, obligation, responsibility, right or remedy were set forth herein in full.

(e) Conflicts arising out of the Contract Documents shall be resolved on the following basis:

(i) The terms and provisions of any Work Order shall prevail over any contrary term in the Contract Documents.

(ii) The terms and provisions of the Subcontract, as defined in Article 1 above, shall be in addition to the terms and provisions of the Prime Contract. To the extent any terms or this Subcontract conflict with the terms and provisions of the Prime Contract, this Subcontract's terms and provisions shall prevail.

1. Special provisions shall prevail over general provisions.

2. Typewritten or handwritten provisions shall prevail over pre-printed provisions and handwritten provisions shall prevail over typewritten provisions.

3. Work shown on drawings, though not mentioned in specifications, or described in specifications and not shown in drawings, shall be a part of the Contract documents, and said drawings and specifications shall be construed as supplementing one another.

4. Work on the project shall not be stopped because of a dispute which may arise from the interpretation of the Contract Documents unless the dispute makes performance of the work impossible. Subcontractor hereby agrees to continue all undisputed work without interruption or delay, if so directed by the Contractor.

## **ARTICLE 3: THE WORK.**



1. Unless and until otherwise agreed in writing, the terms and conditions of this Subcontract shall apply to any and all projects performed by Subcontractor for Contractor. Individual projects shall be identified in separate written Work Orders. Subcontractor shall furnish all labor, taxes, materials, scaffolding, equipment, machinery, tools, apparatus, transportation, drawings, samples, as-built drawings, and related and necessary items required to complete the Work. Each project will be performed under a separate contract. Subcontractor owes Contractor a separate obligation to perform the Work for each project, and Subcontractor shall not suspend service under one project due to Contractor's non-performance of its obligations under another contract.
2. The Work shall be performed in strict accordance with the Contract Documents, and any Consultant's or I.E.P.'s (Independent Environmental Professional) remediation protocol approved by Contractor. In completing any Work, Subcontractor shall comply with all recommendations and requirements of Consultants and I.E.P.'s, including without limitation engineers, architects, environmental professionals and other experts engaged to review the condition of the Property or the Work, or that make recommendations regarding work needed to be done or not needed. In addition to other performance criteria set forth in the Contract Documents, all microbial remediation work, must, at a minimum, satisfy the objectives set forth in *Bioaerosols, Assessment and Control* (ACGIH 1999) and the IICRC S520.
3. The scope of the Work, briefly described in subpart (a) above, is intended solely as a general outline for convenience in identifying the scope of work and does not eliminate any requirements of the Contract Documents or any items required for completion of the Work intended by the Contract Documents. The intent of the contract Documents is to fully provide Owner with a complete and functional project in compliance with codes and regulations and the accepted practices of the industry. All labor and materials required for Subcontractor to fully comply with the intent of the Contract Documents are included under the scope of this Subcontract. Subcontractor's requests for extras, which appear to be based either on the lack of specific detail in the scope of the project described above or in the plans or a specific reference in the specifications, shall not be approved as an extra to the Subcontract Price if the Contractor determines that the Work in question is required by the original terms or intent of the Contract Documents or is a logical development of the Work described in subpart (a) above.
4. Permits required to complete a specific Work Order shall be furnished by the Subcontractor unless otherwise agreed between the parties in writing.

#### **ARTICLE 4: COMMENCEMENT OF THE WORK.**

(a) IT IS EXPRESSLY AGREED THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT. All time units stated in the Contract Documents are of the essence of this Subcontract. Subcontractor shall expedite the Work and achieve completion of his portion(s) of the Project within the time shown on the posted Project Schedule which schedule shall control the time for completion of all phases of work.

(b) Subcontractor shall commence the Work as soon as the Project is ready for such Work, unless it receives verbal or written notice otherwise from the Contractor.

1. Subcontractor acknowledges and agrees that it has carefully examined the site where the Work is to be performed in order to fully satisfy itself that such site is suitable for the Work, and Subcontractor hereby accepts such site in an "as is" condition and assumes full liability therefor.

#### **ARTICLE 5: PROGRESS OF WORK.**



(a) Subcontractor shall carry on the Work efficiently and at a speed that will not cause delay in the progress of Contractor's work or other portions of the project carried on by other subcontractors. Subcontractor shall give due consideration that other work is depending upon the work of this agreement for proper completion.

(b) Subcontractor shall at all times supply adequate tools, appliances and equipment, and shall also at all times supply and promptly pay for a sufficient number of properly skilled and qualified workers and a sufficient amount of materials and supplies of proper quality to efficiently and promptly perform said Work, and shall promptly pay for all materials furnished or used by him in said Work and shall pay all workers each week, and if required by Contractor, shall obtain and furnish every week to Contractor, signed receipts from workers showing the date of payment, amount paid, number of hours paid for, days on which work was performed, and two copies of the payroll certified by Affidavit of Subcontractor.

(c) Any damages for delay caused by Subcontractor shall be deducted by Contractor from the agreed price for said work at the daily rate set forth in the Work Order. These are Liquidated Damages and not a penalty, subject, however, to the option of Contractor to terminate said employment and to seek damages as provided by law for Subcontractor's default, as elsewhere provided herein. Payment by Contractor shall not be interpreted as a waiver of Contractor's right to claim delay by Subcontractor. It is agreed that the foregoing liquidated damages are reasonably calculated to place the Contractor in as advantageous position as it would have occupied had there been no delays in completing the Work.

(d) If Subcontractor falls behind in the progress of the Work, Contractor may, in its sole discretion, direct Subcontractor to take such steps as Contractor deems necessary to improve the rate of progress. Should Subcontractor fail to follow such directions and thereby cause or threaten to cause delay in the general progress of the Project, Contractor has the option but not the obligation to notify Subcontractor in writing of said failure of performance. If Subcontractor fails to correct said failure of performance within 48 hours of any written notice, Contractor shall have the right to exercise any and all of the following remedies or courses of action:

- (i) Investigate the cause of such failure and expedite the Work in any way, manner or form whatsoever;
- (ii) Take charge of and complete the performance of the Work;
- (iii) Deduct a reasonable sum due for other contracts to compensate Contractor for any and all damages caused by the delay; or
- (iv) Declare this Subcontract to be breached by Subcontractor by notice to him in writing and renegotiate and re-execute a Subcontract or Subcontracts for the completion of the Work with such persons, firms or corporations as shall in the opinion of Contractor be necessary.

All losses, damages, and expenses, including attorney's fees and costs and expert fees incurred in the prosecution or defense of any action, suit or arbitration incurred by or resulting to Contractor on the above account shall be borne by and charged against Subcontractor, and both Subcontractor and his surety agree to pay Contractor such losses, damages, expenses, costs, expert fees and attorneys' fees. In addition, should any delay on the part of Subcontractor in the prosecution or completion of the Work, due allowances being made for the contingencies hereinafter provided for, cause loss or damage to Owner for which Contractor may be liable, or cause any such loss or damage to Contractor due to delays in completing or failure to complete the entire Project, Subcontractor shall be liable to Contractor therefor, plus resulting attorneys' fees and costs that may be incurred by Contractor in the enforcement of any provision in this section.



(e) Contractor shall not be liable to Subcontractor for delay in Subcontractor's Work caused by the act, neglect, or default of the Owner or the Architect/Engineer, or any other Subcontractor, or by reason of fire or other casualty or on account of riots, strikes, terrorism, or other combined action of the workers or others, or on account of any acts of God, inclement weather, or on account of the failure to provide materials which have been ordered in a timely manner, or any other cause beyond Contractor's reasonable control, or on account of any circumstances caused or contributed to by Subcontractor.

(f) When Subcontractor installs Work on, or over, the work of others, subcontractor memorializes and affirms his acceptance the existing work as satisfactory for the installation of his work, and waives any claim based upon such work of others. No disclaimer of responsibility for reasons stated above shall be accepted by Contractor, either in writing or orally.

#### **ARTICLE 6: SUBCONTRACT PRICE.**

1. Contractor agrees to pay the Subcontractor for the full, complete and faithful performance of the work described in the applicable Work Order, the price as designated and in the manner described therein (the "Subcontract Price").
2. The Subcontract Price shall be set forth in the Work Order for each project. The Subcontract Price shall be calculated on a time and materials basis pursuant to Subcontractor's Rate and Materials Schedule attached as Exhibit B, or on a fixed price basis, as specified in the Work Order for each project.

#### **ARTICLE 7: REGULATORY COMPLIANCE AND TAXES.**

1. Subcontractor is an independent contractor and nothing in this Subcontract or in the relationship between the parties shall be construed as an employee-employer relationship. Subcontractor will provide its own personnel, materials, tools and equipment to perform the Work and control the details of the Work. None of the benefits provided to Contractor's employees, including but not limited to workers' compensation insurance and unemployment insurance, will be provided by Contractor to Subcontractor or to any employee or agent of Subcontractor.

Subcontractor is responsible for obtaining all appropriate business registrations and professional occupation licenses required by state law or local government ordinances, but only to the extent such registrations or licenses are required to perform the Work. Subcontractor will file state and federal income tax returns as a separate business entity.

2. Subcontractor shall give all notices, including the "lead-safe certified guide to renovate right" where applicable according to the RRP rule, and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work to be performed under this Subcontract. If Subcontractor observes that the drawings or specifications or other particulars of the contract Documents are at variance therewith, it shall promptly notify Contractor in writing, and any necessary changes shall be adjusted as provided herein for changes in the Work. If Subcontractor performs any work contrary to such laws, ordinances, rules and regulations, including in violation of the RRP Rule or Asbestos regulations and laws, and without such notice to Contractor to allow the Contractor to remedy the deficiency, Subcontractor shall bear all costs and liabilities arising therefrom including but not limited to pollution liability.

(b) Subcontractor shall keep and have available all records and make all payments, reports, collections, deductions and otherwise do all things necessary to comply with all Federal, State and Local laws, ordinances and regulations as they affect his/her performance of this Subcontract, including but not limited to, demolition or impaction of regulated materials, those things relating to production, purchase and sale, furnishing and delivering, pricing and use or



consumption of materials, supplies and equipment, hire, tenure or conditions of employment of employees and their hours of work and sales of and the payment of their wages, and payment, collection, and deduction of Federal, State and Local taxes and contributions.

(c) Subcontractor hereby warrants and represents that it and its employees are properly licensed, qualified, certified and trained to perform the Work mentioned in the work order, as well as RRP work where needed or required. All Work that requires a contractor's license shall be performed by individuals with contractor's licenses or W2 employees of the licensed Subcontractor who are covered by worker's compensation insurance. "Qualified," as used in this paragraph, includes but is not limited to OSHA safety training, any applicable fit-testing for personal protective equipment such as respirators, and RRP certification (when performing work on pre-1978 homes and all multi-family and/or commercial projects). Subcontractor shall obtain and pay for all permits, licenses and official inspections for the Work performed.

(d) Subcontractor shall pay all taxes and contributions required of Contractor or Subcontractor by Federal, State, and Local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the conduct and performance of the Work, including without limitation, any transportation taxes and any sales or use tax assessed against materials, equipment or labor used in the Work.

(e) Before beginning work, Subcontractor shall become an independent Contractor and an employing unit subject as an employer to all applicable unemployment compensation laws so as to relieve Contractor of any liability for treating subcontractor's employees as employees of Contractor for the purpose of keeping records, making reports and payment of unemployment compensation taxes or contributions.

#### **ARTICLE 8: SUPERINTENDENCE, LABOR AND MATERIALS.**

(a) All work shall be done under the general supervision and direction of Contractor, but Subcontractor shall supervise Subcontractor's work using Subcontractor's best skill and attention. All communications between Subcontractor and Owner regarding the Work shall be transmitted through Contractor and Subcontractor shall refrain from direct communication with the Owner on substantive issues.

(b) Subcontractor shall maintain a competent and experienced superintendent on the job, or be available by phone at all times, with authority to carry out directives of Contractor relating to Subcontractor's Work or responsibility. Such superintendent shall possess the necessary experience qualifications and authority to properly execute and coordinate all administrative and technical aspects of this Subcontract. If required, Subcontractor shall replace any superintendent with one acceptable to Contractor.

(c) Subcontractor shall furnish enough properly skilled workers to diligently prosecute the Work. Subcontractor shall not employ any person whose employment under this Subcontract is objected to by Contractor. All labor used throughout the Work shall be acceptable to Contractor and of a standing or affiliation that will permit the Work to be carried on harmoniously and without delay, and that will in no case or under any circumstances cause any disturbance, interference, or delay to the progress of the Project.

(d) Any material that is improperly installed and unacceptable to Contractor shall be replaced at Subcontractor's expense.

#### **ARTICLE 9: SAFETY AND CLEAN-UP.**



1. Subcontractor shall take all appropriate safety precautions with respect to the work. This means, among other things, that before each workday begins, subcontractor will observe each worker for signs of illness, and remove that employee from service on the project if their illness could reasonably be expected to infect others, or slow or delay progress on the project, whether employed by Subcontractor or a subcontractor of Subcontractor.
2. Subcontractor will indemnify Contractor for any claims of the spread or transmission of a communicable disease or other illness at the jobsite by Subcontractor, its workers, or the workers of its subcontractors.
3. Subcontractor warrants and represents that none of its workers, and none of the workers of any of its subcontractors shall be allowed on any jobsite if they: (1) tested positive for COVID-19 or any other communicable airborne illness; (2) are suspected to have COVID-19 or any other communicable airborne illness; (3) or if they have fever (greater than 100.4 degrees Fahrenheit), chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea or any other symptoms of illness as identified by the Centers for Disease Control and Prevention (CDC).
4. Subcontractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any Federal, State or Local authority, including without limitation the Federal Occupational Safety and Health Act.
5. As directed by the Contractor or Owner, Subcontractor shall clean daily and remove from the Project Site all rubbish and surplus materials that accumulate from the Work, or upon direction shall deposit the rubbish and surplus materials in approved containers provided by the Contractor, Owner or their representatives. Contractor shall give Subcontractor written or audibly recorded notice if Subcontractor failed to properly clean up. In the event Subcontractor shall not clean up within 24 hours of the written or audibly recorded notice from Contractor, Contractor shall have the right to back-charge Subcontractor for cleanup work to include the cost of labor, materials, supplies, rental or specialty equipment, overhead and mileage, or whatever costs are incurred by Contractor from hiring a third-party cleaner.
6. Subcontractor warrants and represents that none of its workers, and none of the workers of any of its subcontractors shall be allowed to perform work on any jobsite that could disturb lead based paint unless the employees are RRP certified, and have tested the materials being impacted for lead prior to impacting them. Additionally, Subcontractor warrants and represents that none of its workers, and none of the workers of any of its subcontractors shall be allowed to impact any suspected asbestos containing material (wallboard/gypsum/plaster, insulation, building paper, etc) unless a report from an IEP (Independent Environmental Professional) has been posted at the jobsite showing the absence of asbestos in all suspect material where their Work is to be performed.
7. Subcontractor warrants and represents that none of its workers, and none of the workers of any of its subcontractors shall disturb painted surfaces in pre-1978 homes without first having an RRP certified worker test for lead based paint and coatings using a 3M lead test kit in accordance with the RRP rule. And in the event that lead is found in the paint or coating, the subcontractor shall use approved RRP work practices when working with the regulated material.
8. Subcontractor shall be responsible for properly and safely capturing and disposing of any regulated or unregulated dust, contaminant, metal, spore, mineral, or chemical created, liberated or made friable by his forces or that of his subcontractors, including but not limited to asbestos, lead dust, silica dust, PCB's and copper arsenate.
9. Subcontractor shall be responsible for generally capturing and disposing of properly any unregulated heavy dust, contaminant, or chemical created, liberated or made friable by his forces, including but not limited to wood dust,



V.O.C.'s etc

10. Subcontractor shall refrain from any action that would liberate asbestos fibers, or contaminate indoor air quality, regardless of whether the work being performed is an emergency, unless life or limb are at stake.
11. On completion of the Work, Subcontractor shall remove tools, equipment, supplies and debris. The Subcontractor shall then be required to dust and wipe clean their immediate work area, and leave the Property around their immediate work area "broom clean".
12. Subcontractor shall be responsible to Contractor for reimbursement of any damages, costs and fees suffered by Contractor as the result of failure to comply with the terms of this Article.

#### **ARTICLE 10: WORKMANSHIP, PROTECTION OF WORK.**

1. All Work shall conform to accepted standards of good workmanship and shall be level, plumb and true; free of dust, grease and other foreign materials; joints shall be tight and properly adjusted.
2. All Work shall be done subject to the final approval by Architect, Engineer or other professional consultant, if any, and the resulting conclusions and decisions as to the performance of the Work in accordance with the Contract Documents and the true construction and meaning of the Contract Documents shall be final. Subcontractor shall conform to and abide by any additional specifications, drawings or explanations furnished by Architect or Engineer to illustrate the Work.
3. Should the Architect, Engineer other professional consultant fail to approve any Work or materials to be furnished under this Subcontract, Subcontractor shall, within 24 hours after receiving notice from the Contractor of such determination, proceed promptly to take down all portions of the Work and remove from the grounds and buildings all materials, whether worked or unworked which are subjected to condemnation or disapproval, and shall promptly make good all such Work and all other work damaged or destroyed in recovering or making good said condemned Work. Such activities required by Subcontractor under this paragraph shall not justify any delay in completion of the Work or portions of the Work.
4. Except as provided in Articles 11 and 12, Subcontractor shall be responsible for the protection of the Work until final completion and acceptance of the Work by Contractor and shall make good or replace any damage to the Work that occurs before the final acceptance at no expense to Contractor or Owner, except where Subcontractor could not foresee or prevent the cause of the damage or damages and did not cause the damage, directly or indirectly and the damage was due to circumstances beyond Subcontractor's control.
5. In the event Subcontractor or its suppliers, vendors, or sub-subcontractors cause or contribute to damage to any part of the Property, Subcontractor shall immediately photograph such damage and reported it to Contractor in writing, together with a full description of the facts and circumstances of the damage, the names and contact information of all witnesses to the damage event, the photographs, and any documents that reference or relate to the damage. Subcontractor shall refrain from taking corrective action without advance written authorization from Contractor.

#### **ARTICLE 11: WARRANTIES.**

Subcontractor shall remove and repair or replace any of his workmanship and materials that is defective or





substandard and any work that fails to develop ratings, capacities or characteristics required by the Contract Documents, at any time within one (1) year after completion or termination of the Work or within such longer period as provided in the Contract Documents at his expense and Owner's convenience. Subcontractor shall also pay all expenses incurred in removing, replacing or repairing any other Work required as a result of removing, replacing or repairing any part of his defective Work. This warranty shall survive delivery of materials and completion of Work performed, and shall not be deemed waived either by reason of Contractor's or Owner's acceptance of said materials or articles of Work performed or by payment for them.

#### **ARTICLE 12: INSURANCE AND INDEMNITY.**

(a) Subcontractor shall procure, pay for and maintain at all times during the prosecution of the Work the following from an insurance carrier with an A.M. Best rating of A-VII or higher:

1. Commercial General Liability including Premises/Operations, Products/Completed Operations, Broad Form Blanket Additional Insured, Aggregate Limits Per Location, and XCU Coverage (explosion, collapse and underground) with limits in the amount of \$1,000,000 each occurrence/\$2,000,000 aggregate limit. Additionally, pollution coverage for asbestos, lead based paint and coatings, viruses and bacteria shall be procured and maintained at all times by all Subcontractors except for housekeepers performing non-construction related house cleaning (day-to-day housekeeping). Products/Completed Operations coverage must be kept in force for a minimum of five (5) years after the Project has been completed.
2. Workers Compensation and Employers Liability with limits sufficient to satisfy the minimum statutory limits of all states where Subcontractor will perform work for Contractor.
3. Auto Liability covering all Owned, Hired, and Non-owned vehicles relevant to Subcontractor's Work with limits of no less than \$1,000,000.
4. Subcontractor shall name Contractor as an additional insured on all applicable coverages including its Commercial General Liability policy and its pollution policy, and provide Contractor with satisfactory documentation of same, including an Additional Insured Endorsement for each.
5. Subcontractor shall produce evidence of insurance to document compliance with the insurance requirements of this Subcontract prior to execution and 30 days prior to any insurance renewal or change of terms.

(b) The insurance policies shall provide for thirty (30) days written notice to Contractor before cancellation or modification.

(c) Subcontractor waives all rights against Contractor and against Owner, Architect, separate Contractors and other Subcontractors for damages caused by fire or other perils to the extent covered by insurance provided herein, except such right as they may have to the proceeds of such insurance.

(d) Subcontractor shall assume financial responsibility for the defense of, and indemnify and save harmless Contractor, Owner, Consultant, Architect and Engineer, and their officers, employees and insurers from all claims, allegations, liability, judgment, loss, damage or injuries of every kind, including patent infringements resulting from the acts of Subcontractor or Subcontractor's failure to act, unless the same shall be due to the sole negligence of Contractor. Among other things, this includes the duty to indemnify and hold Contractor harmless from claims, demands, causes of action and liabilities of any nature, whether for bodily injury, illness, death, or damages to property, attorneys' fees, court costs, or expert fees, alleging or arising from: (i) the spread or transmission of infectious disease or illness,



including COVID-19, to or from Subcontractor or its workers or the workers of its subcontractors, or as a result of any alleged exposure at the jobsite, e.g., customers, tenants, workers, pets before, during and/or after Subcontractor's work; (ii) the use or application of any biocide, antimicrobial or other cleaning or disinfecting product; (iii) any loss, harm, claim or cost resulting from Subcontractors' breach of this Agreement. Subcontractor shall be liable to Contractor for Contractor's damages, costs, expenses and attorneys' fees suffered or incurred in the event of such claims, allegations, liability, loss, damage or injuries of every kind or in the event Subcontractor breaches or fails to comply with this Insurance and Indemnity provision. Contractor shall have the exclusive right to select counsel of its choice and to control the litigation and the defense.

(e) Subcontractor shall promptly notify Contractor, in writing, of any accident or occurrence involving injury to persons or damage to property during the course of performance of the Work. The report shall be made notwithstanding the fact that no injury or damage may be apparent at the time of the accident or occurrence.

### **ARTICLE 13: RELEASE OF LIENS.**

(a) Subcontractor shall deliver his Work and materials to Contractor free of all claims, security agreements, encumbrances or liens. Subcontractor shall defend all actions to establish claims regarding Subcontractor's Work, and Subcontractor shall pay any claim or lien so established at his own cost and expense. Subcontractor shall indemnify Contractor and Owner, and hold each of them harmless from and against any and all claims, actions, losses, expenses, and attorneys' fees which either or both may incur, or which may result from the association of any such claim, security agreement, encumbrance or lien.

(b) Subcontractor shall furnish a sworn statement showing the names and addresses of all parties who furnish him labor or materials with the amount due or to become due each as often as requested by Contractor. A similar statement may be required from any Subcontractors of Subcontractor.

(c) Subcontractor shall certify that all labor, material, equipment or services used in the performance of the Subcontract have been paid for before making application for the following payment.

(d) Waivers of Lien: A waiver and release of lien from Subcontractor's material suppliers and sub-subcontractors on a form satisfactory to Contractor shall be submitted to the Contractor at the time of invoicing. In the absence of said final lien waiver, Contractor at its discretion may withhold payment or write joint checks to Subcontractor and its material suppliers and sub-subcontractors.

(e) If at any time any claim of lien is filed for labor, services or materials, Subcontractor shall, within 48 hours of the filing of said lien, satisfy the lien in full. If Subcontractor fails to do so, Contractor shall have the right to retain out of any payment due or to become due an amount sufficient to satisfy such lien or claim, and to charge or deduct all expenses and costs, including reasonable attorneys' fees incurred by Contractor to defend against such lien or claim. Should any claims or liens develop after all payments are made, Subcontractor shall, upon the request of Contractor, refund to Contractor all monies that Contractor or Owner may be compelled to pay in discharging such claims or liens, including costs and reasonable attorneys' fees, incurred by Contractor or Owner in discharging such claim or lien, or incurred in collecting said monies from the Subcontractor.

### **ARTICLE 14: PAYMENT.**

(a) Contractor shall pay Subcontractor for the full and complete performance of this Subcontract, subject to the



following changes in accordance with Article 6, the "Contract Price" set forth in the Work Order.

(i) Partial payments requested by the Subcontractor for projects exceeding 30 days in duration shall be made to the Subcontractor no more frequently than every 30 days, and for an amount equal to ninety percent (90%) of the value of completed Work done from month to month with ten percent (10%) held back as retainage.

(ii) Payments shall NOT be considered as approval or acceptance of Work done or materials furnished.

(iii) Contractor may withhold payment as necessary to assure that the unpaid balance of the Contract Price shall at all times be sufficient in the judgment of Contractor, Consultant, Architect and Engineer, if any, to complete the Work and to pay any unpaid liens or claims for which the Contractor is responsible for hereunder. However, no payment by Contractor shall be deemed as an admission or acknowledgement that the unpaid balance of the Contract Price is sufficient to complete the Work or pay any unpaid liens or claims for which the Contractor is responsible for hereunder. Contractor may withhold a reasonable amount from any payment due for any project in order to compensate Contractor for damages incurred on any other project as a result of poor workmanship by Subcontractor or Subcontractor's material failure to perform its contractual obligations.

(b) In addition to any other requirements of this Subcontract, the Work Orders and other Contract Documents, Final Payment shall not become due unless and until the following conditions precedent to such Final Payment have been satisfied:

(i) The Architect or other professional consultant or I.E.P has issued a certificate or written determination that the work has been performed to his/her satisfaction; and

(ii) Contractor has received Final Payment for Subcontractor's work from the Owner.

(c) In no event shall the final payment to Subcontractor be made later than 90 days after satisfactory completion of Subcontractor's work and punch list items.

(d) If at any time there shall be evidence of lien or claim for which, if established, Contractor or Owner might become liable, and which is chargeable to Subcontractor, Contractor shall have the right to retain out of any payment due or to become due under this Subcontract or any other agreement between Contractor and Subcontractor, an amount sufficient to indemnify Contractor and Owner against such lien or claim and charge or deduct the cost of defense thereunder, including reasonable attorneys' fees and litigation costs. Should any claim or lien develop after payments are made, Subcontractor shall refund to Contractor all monies that Contractor may be compelled to pay in settlement or discharge of such claims or liens, including costs and reasonable attorneys' fees on account of such discharge or settlement and those costs and reasonable attorneys' fees incurred in collecting said monies from Subcontractor.

(e) If Subcontractor has contracted with Contractor to perform or provide labor, services and materials to any other project(s), then Contractor is given the express right to withhold or retain payments due Subcontractor for the work performed on this project on account of or as a result of Subcontractor's defective performance on the other project(s). Any such withholding or retainage of payments shall hereinafter be referred to "cross-back-charges".

(f) For the purposes of the Contract Documents, "payments due" and "funds which are owed" to Subcontractor, do not include the following:

(i) Any damages for delay deducted by Contractor from the Subcontract price, as provided in Article 5(d) of this Subcontract;

1. Any reasonable deductions from the Subcontract price as provided in Article 15 of this Subcontract;



(iii) Any sums cross-back-charged against Subcontractor between this project and another; and  
(iv) Any retainage allowed in this section of the Subcontract, which includes but is not limited to:

1. A 10% retainage;
2. Any retainage which in the judgment of the Architect, Engineer, or Contractor is sufficient to complete the work and to pay any unpaid liens or claims for which the Contractor is responsible hereunder;
3. Any retainage due to Architect's failure to issue a certificate that the work has been done to his satisfaction;
4. Any retainage sufficient to indemnify Contractor and Owner against any lien or claim for which, if established, Contractor or Owner might become liable, and which is chargeable to Subcontractor.

#### **ARTICLE 15: CHANGE ORDERS.**

Contractor may make changes in the Work to be performed and materials to be furnished under this Subcontract at any time by written or audibly recorded change order. No changes are valid except upon written or audibly recorded change order from Contractor. This requirement cannot be waived orally or deemed to be waived by any act of the parties. Contractor is not liable to Subcontractor for extra work or materials furnished without a written or audibly recorded change order. Any increase or decrease in the Price resulting from a change shall be agreed upon in writing or audibly recorded. All Work, other than disputed Change Order work, shall proceed as directed without interruption or delay. Upon request from Contractor, proposals for change order Work shall be broken down to show labor hours expended, and itemized costs of materials even if the Subcontractor is charging a flat rate fee. They shall also include, as applicable, overhead and profit to be charged for the work of sub-subcontractors, even if that sub-subcontractor charges by flat rate fee.

#### **ARTICLE 16: TERMINATION.**

(a) The performance of Work under this subcontract may be terminated by Contractor in accordance with this clause in whole, or from time to time in part, whenever Contractor shall determine that such termination is necessary. Any such termination shall be effected by delivery to Subcontractor of a Notice of Termination, or by audibly recorded Notice of Termination, specifying the extent to which performance of Work under this Subcontract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a written or audibly recorded Notice of Termination, and except as otherwise directed by Contractor, Subcontractor shall (1) stop Work under this Subcontract on the date and to the extent specified in the Notice of Termination; (2) place no further orders or Subcontracts for materials, services, labor, equipment or facilities except as may be necessary for completion of such portion of the Work under this Subcontract as is not terminated; (3) terminate all orders and Subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination; (4) assign to Contractor, in the manner, at the times, and to the extent directed by Contractor, all of the right, title and interest of Subcontractor under orders and subcontracts so terminated, in which case Contractor shall have the right, in his discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts; (5) settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of Contractor to the extent it may require, which approval or ratification shall be final for the purposes of this clause; (6) transfer title and deliver to Contractor, in the manner, at the time, and to the extent,



if any, directed by Contractor, the fabricated or unfabricated part, Work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination; (7) complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and (8) take such action as may be necessary or as Contractor may direct, for the protection and preservation of the property related to this Subcontract which is in the possession of Subcontractor and in which Contractor has or may acquire an interest.

(c) If this Subcontract is terminated pursuant to this paragraph, Subcontractor may be entitled to be paid a portion of this Subcontract price equal to the reasonable value of Work properly performed prior to termination plus reasonable direct closeout costs. Such payment shall be determined by mutual agreement of the parties hereto, and shall be accompanied by an itemized invoice detailing labor, materials and overhead each separately, but shall not exceed the total Subcontract price less payments made to Subcontractor prior to the Notice of Termination for Work performed and further less the contract price or estimated cost of Work remaining incomplete and not specified as terminated in the Notice of Termination. This shall be required regardless of whether the Sub-subcontractor charges by a flat rate fee or any other method. In arriving at the amount due Subcontractor under this paragraph there shall be deducted all amounts which are chargeable against Subcontractor pursuant to this Subcontract.

#### **ARTICLE 17: DEFAULT.**

1. Subcontractor shall be deemed to be in default when Subcontractor has failed to do any of the following:

- (i) To perform in a timely manner, according to schedule; or
- (ii) To correct, replace and/or re-execute faulty or defective Work and/or materials furnished under this Subcontract; or
- (iii) To complete or diligently proceed with the Work required by this Subcontract; or
- (iv) To correct or repair any property damage, including resulting damage, caused by him or his failure to protect his Work or the work of others; or
- (v) To provide safe and sufficient facilities, orderly premises and the complete cleanup of the Work required under this Subcontract; or
- (vi) To proceed with the Work because of any action by one or more employees of Subcontractor or by a person or labor organization supporting or attempting to represent any employees of Subcontractor; or
- (vii) To promptly make payments to all claimants, for all labor, materials and services used or reasonably required for use in the performance of the Work; or

1. To abide by any other term of this Subcontract.

2. In the event of default by Subcontractor, the Contractor, upon 48 hours' written or audibly recorded notice to Subcontractor, shall have the right to declare this Subcontract to be breached by Subcontractor and to correct, replace and/or re-execute such faulty, defective or damaged work, or to take over the Work required by this Subcontract, or any portion thereof, with all materials, tools and appliances of Subcontractor on the premises and complete the Subcontract, or any portion thereof, including clean-up, charging any additional costs incurred thereby to Subcontractor ("back-charging"). Contractor reserves the right to offset losses or damages from one project against balances due to Subcontractor for other projects Subcontractor has performed or will perform for Contractor.

3. The remedies of Contractor provided in this Article and any part of the Contract Documents shall be cumulative. All



losses, damages and expense, including reasonable attorneys' fees, incurred in the settlement, prosecution or defense of any action, suit or settlement shall be borne by and charged against the Subcontractor and shall be the damages for breach of this Subcontract, and both Subcontractor and his Surety agree to pay Contractor for such losses, damages, expenses, costs and reasonable attorneys' fees.

#### **ARTICLE 18: DISPUTE RESOLUTION.**

1. If a dispute arises out of or relates to this Subcontract or the Work, the parties shall first endeavor to settle the dispute through direct discussions. If the dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association (AAA) before recourse to court action or any other form of dispute resolution. The parties agree to commence such mediation within sixty (60) days of service of a written request for mediation. The parties will jointly select a mediator and the mediation need not be conducted by AAA. However, if the parties are unable to agree on the selection of a mediator within fifteen (15) days of the initial written request for mediation, the mediator will be selected and conducted by AAA. Any party who commences legal action without making a good faith effort to engage in mediation shall waive the right to recover attorneys' fees, expert costs or filing fees in any court action.
2. The right to recover attorneys' fees and litigation costs is expressly limited to the instances set forth in this Subcontract. As to all other disputes, each party shall bear its own attorneys' fees, litigation costs, expert fees and all associated costs.
3. In the event that the provisions for resolution of disputes between the Contractor and the Owner do not permit consolidation or joinder with disputes of third parties such as the Subcontractor, resolution of disputes between the Subcontractor and Contractor involving, in whole or in part, disputes between the Contractor and the Owner shall be stayed pending conclusion of any dispute resolution proceeding between the Contractor and the Owner. At the conclusion of those proceedings, disputes between the Subcontractor and Contractor shall be submitted again to mediation pursuant to the terms set forth herein. Any dispute not resolved by mediation shall be decided in the manner selected in the agreement between the Owner and the Contractor.

#### **ARTICLE 19: ASSIGNMENT AND SUB-SUBCONTRACTORS.**

1. Subcontractor shall not assign or sublet this Subcontract in whole or in part, or the proceeds of it, or subcontract any portion of the work, without the prior written or audibly recorded approval of Contractor.
2. Subcontractor shall be as fully responsible to Contractor for the acts and omissions of its own subcontractors, and of persons either directly or indirectly employed by them, as Subcontractor is for the acts and omissions of persons directly employed by Subcontractor.
3. Subcontractor warrants and represents that its sub-subcontractors hold active and valid contractor's licenses as required for all work that requires a contractor's license, and maintain pollution coverage at all times, and RRP firm and individual certification status for all work that requires the firm and/or its employees to be RRP certified. Subcontractor shall continually monitor the status of the contractor's licenses, pollution coverage, and RRP firm and employee certification of its sub-subcontractors and immediately notify Contractor in writing of any suspension, revocation or interruption in the active status of the contractor's licenses, insurance and RRP certification of its sub-subcontractors. Subcontractor is entitled to no compensation for any Work performed during any period in which the



Work or a portion of the Work which requires a contractor's license or RRP certification was performed by an unlicensed or uncertified sub-subcontractor, or when lacking the required insurance, or by individuals who are not covered under a valid and current policy of workers' compensation insurance. Subcontractor shall refund to Contractor all sums paid for labor or materials furnished during any period in which work that requires a contractor's license, insurance or RRP certification was performed by an unlicensed, uninsured and/or uncertified sub-subcontractor or any individual not covered by workers' compensations insurance.

**ARTICLE 20: MISCELLANEOUS.**

(a) Notices. Any notices required or permitted to be given hereunder shall be deemed to have been given when given by audible recording, in writing (email or text), personally, or deposited in the United States mail by certified mail with return receipt requested, postage prepaid, addressed to the party to whom given at the addresses shown on the cover of this Subcontract. Notification at the below addresses shall be binding upon both parties unless written notice of change of address has been given by one party to the other.

(b) No Waiver. The failure of any party to insist upon strict performance of any obligation hereunder shall not be a waiver of such party's right to demand strict compliance of that or any other obligation in the future. No custom or practice of the parties at variance with the terms hereof shall constitute a waiver, nor shall any delay or omission of a party to exercise any rights arising from a default impair the party's right as to said default or to any subsequent default.

(c) Successors and Assigns. This Subcontract, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

(d) Third Party Beneficiaries. Neither this Subcontract, nor any part of it, shall give any third parties, other than Owner, any claim, demand or right of action against Contractor or Subcontractor beyond those that exist in the absence of this Subcontract, except as specifically provided herein.

(e) Applicable Law. This Subcontract shall be interpreted in accordance with the laws of the state in which the work is performed..

(f) Venue. Unless otherwise agreed by the parties in writing, venue of any action brought to interpret or enforce this Subcontract shall lie exclusively in the county in which the work was performed.

(g) Captions. Captions of articles or sections are for convenience only and are not part of the Subcontract.

(h) Number. Singular number and masculine gender are used in this Subcontract and include any number and gender as the context may require.

(i) Entire Subcontract. This Subcontract and the Contract Documents as defined herein contain the entire Subcontract between the parties and no prior written or oral proposal, agreement, representation or statement made by any of Contractor's officers or agents before execution of this Subcontract are valid unless the representation or statement is contained in this Subcontract or the Contract Documents.

1. Amendment. No change, modification, or amendment of this Subcontract shall be valid or binding upon any party hereto unless expressed in a writing or audible recording by the party against whom enforcement is sought to be enforced.

2. Cancellation and Renewal. Contractor may terminate this Subcontract at any time for any reason or no reason. In



the event this Subcontract is terminated when a project is underway, Subcontractor shall be entitled to payment for work completed to date. Subcontractor may terminate this Subcontract at any time for any reason or no reason upon 30 days' notice to Contractor, unless a project is underway, in which case, Subcontractor shall complete the project unless there has been a material breach of the payment terms by Contractor. In the absence of written notice of cancellation by either party, this Subcontract shall renew automatically each year on the anniversary of the Subcontract Date set forth at the bottom of this document.

**IN WITNESS WHEREOF**, Contractor and Subcontractor have caused this Subcontract to be signed by their duly authorized officers as of the day and year first below written. I have read this Subcontract and agree to its terms on behalf of the entity identified below.

SUBCONTRACTOR:

ADDRESS:

TEL:

EMAIL:

LICENSE #:

Signature:

Print Name:

Job Title:

Date:

PRIME CONTRACTOR: Chore-ology Restoration & Handyman

ADDRESS: 2811 75th Pl SE #203, Mercer Island, WA 98040

TEL: 206-380-5420

EMAIL: info@chore-ology.com

LICENSE #: CHOREL\*793JB

Signature:

Print Name:

Job Title: Owner/Managing Partner

Date: