

## **The Gallick Corporation** **Rules Of All Projects**

All trade contractors, suppliers and their company employees must read and adhere to all of these rules or be subject to a back charge for each violation and or termination from job site.

### **The following actions are absolutely forbidden on the Owners property at all times.**

- Use of Alcohol, Illegal Drugs, or Weapons, and no Hunting – do not ask Owner
- No smoking from project curb on or throughout Owners property lines
- Loud music
- Use of profanity or insulting language

### **Professionalism is required when on Owners Property**

- Courtesy to Owners and all other workers
- Wear appropriate attire, including but not limited to, shirts and work boots
- Do not direct technical or contractual questions to the Owner, ask The Gallick Corporation, or your supervisor
- Direct your questions to The Gallick Corp or your supervisor
- Never use Owners personal property, toilet, appliances, tools, supplies, radios, tvs, or sit on their furniture
- Never enter the Owners quarters that are not directly tied to current job phase

### **Clean up and Safety**

- Clean up continually and keep organized, leave your work area neat at days end
- Maintain and leave your work area safe at all times
- Use portable toilets provided on site
- There shall be absolutely no debris, or trade residue of any sort left on the jobsite at the end of your day

### **Security of Owners Property**

- The last person to leave must lock up the house, if there is problem doing so immediately phone The Gallick Corporation or your Office. Do not leave home unlocked

### **Parking of Vehicles**

- You are responsible to protect property against damage. If vehicle leaks, protective measures are to be addressed at all time. Parking on street is always recommended also w/protective measures if needed

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Subcontractor

**Subcontractor Agreement**

**General Contractor:** The Gallick Corporation  
PO Box 1597, Sterling, Virginia 20167  
Phone 703-787-0313 fax 703-787-9569

**Subcontractor Information**

Owners Name \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ fax \_\_\_\_\_

Contact Email \_\_\_\_\_

Virginia License Number \_\_\_\_\_

Workers Compensation Company and Policy Number \_\_\_\_\_

General Liability Company and Policy Number \_\_\_\_\_

Auto Company and Policy Number \_\_\_\_\_

Insurance Agent Name and Telephone  
\_\_\_\_\_

\_\_\_\_\_  
Subcontractor

**I. Parties**

This Master Subcontract (hereinafter referred to as “Agreement”) is being

Entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ , and is between

The Gallick Corporation, hereinafter referred to as “Contractor” ; and

\_\_\_\_\_, hereinafter referred to as “Subcontractor”.

By signing this Agreement, Subcontractor warrants that he is fully experienced, properly licensed, and insured to perform the type of work described in this Agreement, and that he is an independent contractor and not an agent or employee of the Contractor.

Subcontractor’s business is a: \_\_\_ Sole Proprietorship \_\_\_ Partnership \_\_\_ Corporation

Subcontractor’s Federal Tax ID # or SS# \_\_\_\_\_

\_\_\_\_\_  
Subcontractors Signature and Date

\_\_\_\_\_  
Contractors Signature and Date

## **II. Subcontractor Responsibilities**

Subcontractor will furnish all labor, equipment, tools, materials, transportation, supervision, and all other items required for safe operations to complete the following work which will comply with the latest edition of all applicable building codes and the Contract. Subcontractor will not use Contractor tools, equipment, supplies, or personnel. Subcontractor is responsible for the instruction and supervision of his own crews; Subcontractor shall not leave a crew on Contractors job site unless the assigned crew has exact instruction of what their work is to be.

## **III. General Scope of Work Description and Subcontractor Amount**

The Scope of Work, specific description of the work, subcontract amounts, project schedule and draw schedules for each project under this agreement shall be attached hereto and incorporated herein as a Scope of Work Exhibit.

### **A. Lump Sum Subcontractors Amount and Invoice Submittals**

Subcontractor is required to submit in writing to Contractor a progressive invoice for work complete to date in accordance with Exhibit A. All invoices are to be written and submitted within (15) fifteen days of phase completion. Invoices submitted after 15 days will extend the payment procedure at the discretion of Contractor.

### **B. Payments and Lien Waivers**

Progress and final payment lien waivers and releases in conformance with Release of Lien forms attached hereto, shall be furnished by Subcontractor with each invoice submittal by Subcontractor to Contractor. Payment shall be made by Contractor to Subcontractor within (30) thirty days of Contractors receipt of payment for said work from Owner. Payment to Subcontractor from Contractor can be delayed if Subcontractor has any non-executed Release of Lien Forms, regardless of project, between Contractor and Subcontractor.

## **IV. General Conditions for the Subcontract Agreement Above**

### **A. Exclusions from Subcontractor's scope of work**

Labor and materials for work on projects that are not included by Subcontractor shall be set for the in each Scope of Work.

### **B. Contract Documents**

Subcontractor will perform its work in accordance with all Contract Documents, which are identified as follows:

- This Construction Agreement, and with regard to each project
- Plans
- Specifications
- Addenda and or Change Order

Subcontractor is required to walk Contractors project site to determine the location and best application of project products.

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Subcontractor

Upon commencement of work on any project, Subcontractor warrants that he has been furnished all contract documents referred to above and has thoroughly familiarized himself with all Contract Documents and the existing site conditions.

The intent of Contract Documents and this Agreement is to obtain a complete and professional job. Subcontractor agrees that the Scope of Work covered by this Agreement and the Scope of Work shall include all labor and materials that are both specified and reasonably implied by the Contract Documents.

### **C. Permits, Inspections and Code Violations**

It is the Subcontractors responsibility to obtain all permits and inspection for his work, exception would be of concealed existing conditions. Concealed existing conditions may require a Change Order. Subcontractor warrants that he has thoroughly included in his proposal all relevant labor and materials for a complete install and approved permits.

Contractor will make effort to coordinate the inspection dates of both Contractor and Subcontractor to have a Contractor representative on site for inspections.

If Subcontractors inspection is not passed or approved by county it will be Subcontractors responsibility to assign his own personnel to be at the project site during the re-inspection, to include waiting for inspector to arrive.

Subcontractor agrees to assume responsibility for compliance with all applicable federal and state laws with regard to health, safety and accident prevention and rules, regulations and standards promulgated there under relating to the work to be performed by Subcontractor.

Subcontractor agrees to indemnify, hold harmless and defend Contractor and Homeowner from any claims, clauses of action, liability, damages or penalties including costs and attorney's fees incurred arising out of or in conjunction with Subcontractor, its Subcontractors, agents, officers, directors, trustees or employee's acts or omissions, the violation of or noncompliance with any the aforesaid laws, rules, regulations and standards in any forum relating to the performance of the Subcontractor on any project or regarding this Contract.

### **D. Work Commencement and Completion Time**

Work shall commence on, Contractor to coordinate with Subcontractor times, and take approximately Subcontractor will inform Contractor for Contractors approval, calendar days to complete. Time is of the essence in all aspects of the Subcontractors performance. Subcontractor shall perform his work in accordance with the schedule of the Contractor.

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**Subcontractor**

**E. Work Schedules**

Schedules are only authorized by Contractor. Subcontractor is not authorized to give Owner a schedule for the sub-phases. Subcontractors are to instruct Owner to contact Contractor with all schedule questions. Subcontractor to discuss with Contractor the schedule, date changes or additional delays. Contractor will verify and notify Owner of schedules. The initial work schedule shall be incorporated in the Scope of Work and shall be amended only by written Change Order signed by both Contractor and Subcontractor prior to deviations from Scope of Work.

**F. Changes in the Work**

Only the Contractor shall have the right to order changes in the Scope of Work, both additions and deletions. These changes shall be made in writing and signed by both Contractor and Subcontractor prior to commencement of any Change Order work by Subcontractor. Change Orders shall be in conformation with the attached form Change Order and comply with Agreement.

Subcontractor is to inspect the existing conditions before the start of work. Alert Contractor representative to any problems with the substrate areas you are working. Unless defects are pointed out prior to beginning work, Subcontractor maybe be responsibly for the cost of any rework necessary to correct defects. If necessary changes are needed and affect Subcontractors assigned phase, Subcontractor is to stop work until Contractor gives Subcontractor the authorization to proceed.

**G. Back Charges and Protection of the Work**

Contractor has the right to deduct from payments due to Subcontractor the cost of repairing damage caused by Subcontractor or the costs, of repairing/replacing Subcontractors defective work if Subcontractor fails to take significant steps towards correcting this damage or non-conforming or defective work with in three (3) days after receiving notice from Contractor. Subcontractor agrees to be responsible for the protecting of all its work in progress.

Contractor has the right to deduct from payments due to Subcontractor for any violations of this contract to include but not limited to and for each occurrence:

|                        |          |
|------------------------|----------|
| Not cleaning work area | \$150.00 |
| Smoking on property    | \$150.00 |

Not leaving area locked up and or Subcontractor enters without authorized reason into Owners living quarters that are not job site related could result in immediate termination of Subcontractors contract.

Contractor has the right at his discretion to halt and or terminate Subcontractor and Subcontractor representatives from job site while allocations of violations are being reviewed.

\_\_\_\_\_  
**Subcontractor**

## **H. Indemnification**

All work performed by Subcontractor pursuant to this Agreement shall be done at the sole risk of the Subcontractor. Subcontractor and its agents shall at all times indemnify, protect, defend, and hold harmless Contractor and Owner from all loss and damage, and against all lawsuits, arbitrations, mechanic's liens, legal actions, legal or administrative proceedings, claims, debts, demands, awards, fines, judgments, damages, interest, attorney's fees and any costs and expenses in any forum which are directly or indirectly caused or contributed to, or claim to be caused or contributed by any act of omission, breach, fault or negligence, whether passive or active, or Subcontractor agents, employees, or lower-tier subcontractors, subsidiaries, employees, agents, assigns, officers, directors, members of invitees in connection with or incidental to the work under this Agreement and Exhibits.

## **I. Subcontractor's Insurance**

Before commencing work on the project, Subcontractor will supply to Contractor duly issued Certificates of Insurance, naming Contractor as certificate holder, showing in force the following insurance for workers compensation, comprehensive general liability and automobile liability:

Comprehensive general liability with limits of not less than \$1,000,000.00 per occurrence  
Automobile liability with coverage for owned, hired and non-owned automobiles  
Workers compensation insurance

All insurance binders must contain clause indicating that certificate holders be given written notice prior to cancellation of Subcontractors insurance.

Contractors nor Owners insurance shall be called on to contribute to a loss caused in whole or part by the negligence of Subcontractor.

Subcontractor and its Agents, and its employees fully release, shall hold harmless, indemnify and defend Contractor from any injuries that may occur to the Subcontractor, its Agents, and its employees during the course of this project. In no way does this provision affect the absolute duty of every Subcontractor to provide workers compensation insurance coverage to each agent and employee according to the provisions of this Agreement and all applicable state and federal law.

In consideration of the mutual promises contained herein, the parties agree as follows: If Subcontractor does not supply Contractor with proof of workers compensation coverage Contractor will deduct 20% of all Subcontractor labor fees. It is Subcontractors responsibility to submit to Contractor invoice with labor and materials break out, or Contractor will deduct 20% off total invoice. If Subcontractor like wise does not provide proof of auto and general liability as noted above Contractor will deduct 20% off invoices.

## **J. Cleanup**

Subcontractor will continuously clean up its work areas, and keep the areas in a safe, sanitary condition, and remove all of its debris on a periodic basis. End of day the areas are to be broom swept and without any residue or debris.

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**Subcontractor**

**K. No Smoking**

Smoking is prohibited on the entire job site to include from the road curb and all perimeters of the Owners yard.

**L. Express Warranty**

At the request of Contractor, Subcontractor will promptly replace or repair any work, equipment, or materials that fail to function properly for a period of one year after completion of the project, or any longer period imposed by State or Federal law, whichever time period is longer, at Subcontractors expense. Subcontractor will also repair at Subcontractors expense any surrounding parts of the structure that are damaged due to any failure in Subcontractors work during the warranty period stated herein.

**M. Laws, Regulations, and Safety**

Subcontractor and its employees shall at all times comply with all applicable laws, ordinances, rules and regulations, whether federal, state, or municipal, particularly those relating to wages, hours, working conditions, safe operations, and the payment of all taxes.

Subcontractor will comply with all statutes and regulations that establish safety requirements (including but not limited to those of OSHA and any state agency regulating job-site safety). By signing this Agreement, Subcontractor knowingly and willingly accepts full responsibility for the safe operation of all its activities and the protection of other persons and property during the course of all common projects.

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

**N. Subcontractor Default**

If Subcontractor fails to diligently complete work under this Agreement or fails in any way to perform in accordance with all the terms and conditions of this Agreement, than Contractor may, without prejudicing any other rights he may have, give a 72hr notice to Subcontractor to cure his default. If Subcontractor does not cure his default with in the 72 hours of receiving notice, than Contractor may immediately terminate this Agreement for cause by giving Subcontractor notice of termination of this Agreement to include any and or all projects regardless of status.

Contractor will deduct the cost to resolve any deficiencies in the work or defaults and Contractor will then have no duty to pay Subcontractor any remaining funds due to Subcontractor on any related or unrelated project between Contractor and Subcontractor until the project has been completed. If the cost to complete Subcontractors work and the amount of funds paid to Subcontractor to date exceeds the contract amount of this Agreement, Subcontractor will then be responsible for immediately paying this difference to Contractor. Subcontractor can be responsible for paying all of Contractors attorney's fees and court costs in connection with the enforcement of this clause.

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**Subcontractor**

**O. Assignment**

Any assignment of any part of this Agreement and or Contract is prohibited and void without the prior written consent of Contractor.

**P. Dispute Resolution and Attorney’s Fees**

Any controversy or claim arising out of or related to this Agreement involving any amount less than \$5,000 or the maximum limit of the Small Claims Court, must be heard in the Small Claims Division of the General District Court of the County to designated by Contractor. Upon written notice of either party, any dispute over the dollar limit of the Small Claims Court arising out of this Agreement shall be submitted to an experienced private construction mediator who shall be mutually selected by the parties to conduct mediation. The mediator also shall be either a licensed attorney or retired judge who is familiar with construction law. If the parties can not mutually agree on a mediator with in 30 days of written demand for mediation, than the mediator shall be assigned by the McCammon Group and all rules of mediation in any event shall be governed by rules and procedures set for the by the McCammon Group or its mediator. In the event that mediation is unsuccessful or in the event that one or both parties refuse to engage in mediation after sixty days from initial notice of mediation, the parties shall be fee to litigate the matter in the General District or Circuit Court of County, to be designated by Contractor.

The prevailing party in any legal proceeding related to this Agreement shall be entitled to payment of its reasonable attorney’s fees and costs incurred, and shall be entitled to post-judgment interest at the legal rate.

**Q. Entire Agreement, Severability, and Modification**

This Agreement represents and contains the entire agreement and understanding between the parties. Prior discussions or verbal representations by Contractor or Subcontractor that are not contained in this Agreement are not a part of this Agreement. In the event that any provision of this Agreement is at any time held by a Court to be invalid or unenforceable, the parties agree that all other provisions of this Agreement will remain in full force and effect. Any future modifications of this Agreement are to be in writing and executed by Subcontractor and Contractor.

**R. Additional Legal Notices Required by State or Federal Law**

- n/a

**S. Agreement Terms**

This Agreement is enforced for the longevity and full term of working relationship between Contractor and Subcontractor and carries over to each and all projects between Contractor and Subcontractor within parameters stated above.

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Subcontractor