

**Diocese of Davenport**  
**Subcontractor Agreement**

This agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Diocese of Davenport and/or \_\_\_\_\_ (parish/school) and \_\_\_\_\_. For the purposes of this contract, the words "Diocese, parish, school, owner, I, We, Us, or Our" refers to the Diocese and/or the Parish/School and the words "You, Your, It's or Contractor" refers to \_\_\_\_\_ whose Fed. ID # or SS # is \_\_\_\_\_.

This contract is intended to apply to all work performed by this Contractor for the Diocese or any of its parishes or schools until this agreement is terminated or replaced by a new contract.

The owner and Contractor agree to the terms and conditions as set forth below:

**General Terms and Conditions**

1. The contract documents consist of this agreement and each separate proposal submitted to the owner by the Contractor for a specific project. No work shall begin unless the owner has agreed to the Contractor's proposal in writing, with the exception of work performed under emergency conditions. This shall include any change orders that may arise during the specific project.
2. In some cases, the agreement may also include written specifications or drawings provided by the owner to you for a particular project as provided by the owner, architect, engineer or other representative of the owner.
3. In the event that that you are considering subcontracting any portion of this contract to another sub-Contractor, you must first obtain written permission from us. We shall not unreasonably withhold approval of the sub-Contractor without good cause. However, all sub-Contractors of any tier must comply with the requirements of this contract in the same manner as is required of you.
4. You agree that you are responsible to purchase and maintain the insurance coverage listed below. You further agree to request that your insurance company provide notice directly to us 30 days before your coverage cancels. If that is not possible, you agree to notify us prior to the cancellation of any of the listed coverage and purchase replacement coverage in advance of said cancellation.
5. Prior to commencing work, the Contractor shall provide a certificate of insurance to the owner on an annual basis. This certificate should include coverage for liability, auto insurance and Worker's Compensation insurance. If you do not have Worker's Compensation coverage, you must furnish the owner with a signed letter stating that you do not and will not hire employees and elect not to be covered under worker's compensation laws yourself. In the event that you have a partner, the partner must also sign this letter. The minimum limits of insurance coverage are as shown below.

**Commercial General Liability**

- a. \$3,000,000. Products/Completed Operations - Aggregate
- b. \$3,000,000. General Aggregate
- c. \$2,000,000. Any One Occurrence
- d. \$2,000,000. Any One Person or Organization

**Automobile Liability (Comprehensive Coverage)**

- a. \$1,000,000. Each Accident  
Workers Compensation

- a. Statutory

**Employers Liability**

- a. \$100,000. Each Accident
- b. \$100,000. Each Employee for Injury by Disease
- c. \$500,000. Aggregate for Injury by Disease

The above limits may be obtained via primary policies or via the use of an Umbrella Liability policy.

The specific Parish or School AND the Roman Catholic Diocese of Davenport **must** be an Additional Insured on Contractor's General Liability insurance policy on a primary and non-contributory basis. A certificate of insurance must be provided annually as mentioned above or any time you change insurer mid-term.

**Special Note:** In certain situations and based solely upon our judgment of the type of or magnitude of the work being performed, these minimum insurance requirements may be increased or reduced but only upon the written approval of the owner.

6. The employees of the Contractor should be neat in appearance. Vulgar language will not be tolerated on the jobsite. The use of illegal drugs or alcohol is strictly prohibited. Smoking should be kept to a minimum and done in an appropriate place. Proper disposal of cigarette butts is required. Radios are permitted but must be kept at an acceptable level and turned off when the customer or agent enters the site. No firearms.
7. As a Contractor to us, you are an integral part of our marketing program. Both of our businesses stand to lose or gain by our behavior on the job. All of your personnel on our jobs should support our company and speak well of it and vice versa. If any of our customer's request work directly from you within six (6) months of our project which you worked on, you will need to get our permission to work directly with our customer.

#### Owner Responsibilities

1. Owner shall cooperate with the Contractor in the scheduling and performance of work to avoid conflicts or interference in the Contractor's work.
2. Owner shall provide suitable space for you to use for materials and equipment during the course of the work.
3. In the event that any aspect of the project would change in some manner and that change would affect you in any manner, Owner shall notify you as soon as possible so that you may comply with the terms of the changes.
4. Owner's Estimator or Project Manager on the project shall communicate on a regular basis with you or your authorized representative on the project to keep the project on course.
5. Owner shall permit you to deal directly with the owner on all issues pertaining to the work to be performed by you with the exception of the issue of your cost for the project or any subsequent change orders that may become necessary during the project. These issues must be directed at the project estimator only unless otherwise directed by the estimator.
6. If Owner is required to use any hazardous material in the reconstruction of the project, Owner will give the Contractor reasonable notice so that your employees are scheduled off the project during that procedure.

### Contractor Responsibilities

1. The Contractor shall perform all of its' work as specified in their original bid document, as directed by the owner and comply with the local building codes if applicable or to comply with industry standards.
2. The Contractor shall not perform any work not originally specified until such time as the owner has provided the appropriate authorization to the Contractor. If the Contractor performs work not authorized by the owner, the Contractor assumes full responsibility for the payment of said extra work.
3. The Contractor shall work diligently to provide the needed manpower to perform the work required within the time frame necessary to the projects' schedule. In the event that the schedule cannot be met, the Contractor must notify us to discuss a revised completion schedule.
4. The Contractor agrees that the owner has the authority to reject work that does not conform to the specifications of the project.
5. The Contractor shall furnish the materials, equipment and labor for the projects, unless otherwise specified in the bid specifications and shall provide, upon request by the owner, lien waivers to assure payment of all materials and labor.
6. The Contractor and its employees shall take necessary precautions to properly protect the work of other Contractors and that of Owner, from damage caused by operations under this contract.
7. The Contractor shall cooperate and coordinate with Owner and other Contractors in the scheduling and performance of your work.

### Safety Precautions, Procedures and Warrantees

1. The Contractor shall take reasonable safety precautions with respect to performance of this contract and shall comply with safety measures initiated by the owner and with applicable laws, ordinances, rules, regulations and orders of public authorities, for the safety of persons or property in accordance with the requirements of the owner. The Contractor must report to Owner within three (3) days, any injury to an employee or agent of the Contractor, which occurs at any of our sites.
2. If hazardous substances of a type which an employer is required by law to notify its employees is to be used on the site by your employees, your Contractors or anyone directly or indirectly employed by you, then you shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to Owner in sufficient detail and time to permit compliance with such laws by Owner, other Contractors and other employees on the site.
3. In the event that you or your employees encounter on the site, any material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or mold contaminated surfaces which has not been rendered harmless, you shall immediately stop work in the area affected and report the condition to Owner first verbally and then in writing. The work in the area will resume when the asbestos, polychlorinated biphenyl (PCB) or mold is either removed or has been rendered harmless.
4. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this contract. The Contractor shall be responsible for the removal of said debris from the site and may only use Owner's dumpster or means of disposal upon verbal permission from Owner. The Contractor will not be held responsible for unclean conditions caused by other Contractors at the site.
5. As the Contractor, you will warrant, to the owner and the owner and for a period of one (1) year after completion, that the labor, materials and equipment furnished under this contract, will be of good

quality and new unless otherwise required or permitted by the contract documents. You must further warrant that the work under this contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defects caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation of any other warranty required by law or by the contract documents. Further, this warranty shall not supersede or be in lieu of any warranties as provided by a manufacturer's warranty of products installed under this contract.

### Indemnity

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner and its agents and employees and any other persons or entities designated by Owner (collectively the "Indemnitees") from and against all liabilities, claims, damages, costs, losses or expenses (including loss of use or loss of revenue) that: (1) are attributable to bodily injury, sickness, disease or death of any person (including the Contractor's employees), or to injury or damage to or destruction of tangible property including the loss of use resulting therefrom, and (2) are caused in whole or in part by any act or omission (including without limitation the use or installation of materials or supplies) of the Contractor, any subcontractor of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the active or passive negligence of a party indemnified hereunder, except to the extent any liabilities, claims, damages, costs, losses and expenses arise out of the negligence or misconduct of Owner. In any and all claims against the indemnitees by any employee of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts or other employee benefit acts. Upon demand therefor, the Contractor shall immediately reimburse Owner for any expenditures, costs and expenses, including reasonable attorney's fees that Owner may incur by reason of any of the foregoing. If requested by Owner, the Contractor agrees to assume on behalf of Owner, the defense of any and all liabilities, claims, actions, causes of action and suits (whether or not well founded), at the sole expense of the Contractor, within five (5) days of request to do so.

Signature of Owner \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Signature of Contractor \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_