



CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION

Sub-Contract Checklist

Sub-Contractor: Name»

Project: «ProjectDescription»

Project #: «Project»

- One, fully executed **Sub-Contract Agreement**
(Please return completed checklist)
- Copy of **Current License** (If not updated)
- Insurance Certificate with Endorsements** (If not updated)
(Please verify required limits on contract)
- SOV** (schedule of values-required with every new contract and every draw request cover sheet!)
- E-Verify** (1st page of your Memorandum of Understanding) (One time only)***If you have not signed up for E-Verify, please visit www.dhs.gov
- Bond** (if required)
- OSHA's Form 300A** - (10 or more employees)

Chris-Tel Contact Information:

Main Project Contact (Project Manager): «ProjectManager»

Assistant Project Manager : _____

Superintendent: _____

Accounting/Billing Contact: Andrea Carnes acarnes@christelconstruction.com

Send all draw requests, subcontracts, and change orders to: admin@christelconstruction.com

«FirmName» Contact Information:

Main Project Contact: _____

24 Hour, Emergency, after hours Contact: _____

Accounting, Billing, Payroll Contact: _____

Scheduling Contact: _____



CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION

«FirmName»

«FirmAddress»

«FirmCity» «FirmState» «FirmZip»

12/19/2017

Re: Job # «Project» , Job Name: «ProjectDescription»

Please find enclosed your sub-contract for the above referenced project along with the following enclosures:

1. Draw request cover sheet with schedule of values (SOV). These forms must be completed with each billing. Please provide one completed set of these forms per billing. All billing is due in Chris-Tel's office by the 20th of each month, projected thru the 25th.
2. Insurance exhibit to sub-contract outlining limits and language to be provided by your company for this contract; please see sample certificate. Please provide this insurance certificate prior to commencing work and the first pay application.
3. Final pay application (retainage billing), must include all close-out documents for the project including original warranty, close-out documents, and as-builts.

Sub-Contractor must provide the license on record for the county the project is being performed and all State licensing.

The information listed above is provided for your use on this project and is required for this contract.

Please execute the Sub-contract Agreement and return *one* copy to this office as soon as possible.

We are pleased to have this opportunity to do business with you and your company, and look forward to a good working relationship. Please do not hesitate to contact our office with any questions you may have.

Sincerely,

«ProjectManager»

Project Manager



CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION

SUB-CONTRACT AGREEMENT

CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC.,
a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION

2534-A Edison Avenue | Fort Myers, FL 33901

P: (239) 226-0500 | F: (239) 226-0503 | www.ChrisTelConstruction.com

(HEREINAFTER REFERRED TO AS THE CONTRACTOR)

Date:

TO: «FirmName» PROJECT: «ProjectDescription»
 «FirmAddress»
 «FirmCity» «FirmState» «FirmZip» PROJECT #: «Project»
 (Hereinafter referred to as sub-contractor)

SUBCONTRACT #: «SL» PROJECT ADDRESS: «JobAddress»
 «JobCity», «JobState» «JobZip»

PHASE CODE: «udSubcontractPhase»

The General Contractor and the Sub-Contractor agree, for the considerations hereinafter named, as follows on the above named project, including, but not limited to, all labor, material and equipment as required for «SLNotes» as per plans, specifications, existing conditions, construction schedule for the sum of:

Dollar Amount of Contract: «TotalSubcontract»
 Dollar Amount of Contract In Words: !Undefined Bookmark, TOTALORIG million
!Undefined Bookmark, TOTALORIG Dollars

Section 1. It is expressly agreed that there are no promises, agreements, or understandings outside of this instrument and any subsequent changes or modifications must be mutually agreed upon in writing.

Section 2. The Sub-contractor shall immediately furnish to the Contractor certificates of insurance showing that he is complying with the Workman's Compensation and Public Liability insurance laws in the State where this work is to be performed. The certificates of insurance must state that the insurance company will notify the Contractor in writing 30 days before any material change, cancellation or expiration of the policy takes place. Sub-contractor must comply, at a minimum, with the requirements found in the attached Insurance Requirements Exhibit.

Section 3. The Sub-contractor shall comply with all State and Federal regulations pertaining to any social security or pension acts, and agrees to prepare and maintain all records and to file with the State and Federal Governments, Unemployment and Old Age Benefit reports, and to make the necessary contributions for which he is liable. If the Sub-contractor is not liable within his own rights to pay any or all of the above named taxes or benefits, he is to furnish the Contractor with copies of his payrolls on this project showing the name of each man, his social security number, hours worked, rate, and amount earned. The Contractor will then make the necessary reports, pay the taxes, and make proper deductions for the same from the final payment to the Sub-contractor. The Sub-contractor agrees that all costs in connection with such taxes or benefits are included in the contract sum.

Section 4. It is agreed that the contract sum includes all licenses, permit fees, sales and use taxes which are applicable to this contract.

Section 5. Unless otherwise stated herein, all work is to be in accordance with plans, specifications, general conditions, and all contract documents.

Section 6. Before proceeding, the Sub-contractor shall inspect all surfaces and preparatory work done by others which affect his work. In the event any condition is found that will prevent his completing his work satisfactorily and in accordance with plans and specifications and this agreement, he is to notify the Contractor in writing before proceeding. If the Sub-contractor proceeds without giving written notice, this shall constitute his acceptance of all such surfaces and preparatory work.

Section 7. All labor employed by Sub-contractor throughout the work shall be acceptable to the contractor and Owner 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 this project, or any other work being carried on by the Contractor or Owner in this or any other location in the United States.



CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION

Section 8. Sub-contractor shall keep the premises reasonably clean of all trash and debris while work is in progress and, on completion, shall remove all his trash and shall clean his work and any other, including window glass, which is spattered, or dusty, or defaced in any other manner by reason of the work of Sub-contractor. Should the Sub-contractor neglect or refuse to do this, the Contractor shall have the right to do it, and deduct the cost from the Sub-contractor's payment.

Section 9. The Sub-contractor shall supply men and materials and start operation as directed by Contractor and shall maintain sufficient men and materials on the job and work such hours as are necessary to comply with the progress schedule established by the Contractor. Should Sub-contractor neglect to prosecute the work properly or fail to perform any provision of this agreement including quality of materials or workmanship, the Contractor, upon written notice to Sub-contractor, may, without prejudice to any other remedy he may have, supply men and materials or make good any deficiencies and deduct the cost thereof from payments then or thereafter due to Sub-contractor. Should liquidated damages be assessed against Contractor due to Sub-contractor negligence or failure to perform, such damages shall be chargeable to Sub-contractor's account in proportion to which Sub-contractor's neglect or failure is responsible for total damages suffered by Contractor.

Section 10. Subcontractor Application for Payment must be received in CONTRACTOR'S office on the 20th of each month. Monthly progress payments (less retainage) shall be made to Sub-contractor within fourteen (14) days after CTC's receipt of payment from Owner, so long as Sub-contractor is not in default or breach of this agreement or any other agreement between Sub-contractor and CTC. Sub-contractor shall not be entitled to payment to the extent there is (a) any indebtedness owed by Sub-contractor to CTC. (b) defective work not remedied or defective materials not removed and replaced (c) third party claims (d) claimed failure to Sub-contractor to make payments to its sub-Sub-contractors, suppliers or laborers (e) reasonable doubt that the work can be completed for the unpaid balance of the Sub-contractor-contract sum (f) damage to CTC or another contractor, Sub-contractor, or third party wholly or partially caused by Sub-contractor (g) unsatisfactory or untimely prosecution of the work by Sub-contractor or (h) failure of Sub-contractor to comply with Contract Documents.

Section 11. No Claims by Sub-contractor for additional compensation due to delay, adverse weather, overtime premium pay, change of plans, or otherwise shall be valid unless approved by Owner and paid to Contractor for Sub-contractors account.

Section 12. Unless otherwise required by the Contract Documents, the Sub-contractor shall guarantee his work for a period of one year after acceptance by the Owner against any defects in materials or workmanship and shall repair or otherwise make good, at his own expense, any such defects that occur within the guarantee period.

Section 13. Sub-contractor agrees to, for the sum of the first ten dollars paid completely indemnify and hold harmless to the fullest extent allowed by law, the Contractor, its agents and employees (Indemnitees) from and against all claims, damages, losses, and expenses including claims caused by Indemnitees, if the claim relates to the work of the Subcontractor under this contract, provided however that any claim for indemnification by indemnitee(s) shall be limited to the amount of Subcontractor's insurance or \$1 million per occurrence, whichever is greater.

Section 14. It is specifically agreed that, in addition to the other requirements set forth in the Sub- contract, final payment to the Sub-contractor shall not become due unless and until, and is a strict condition precedent CTC has actually received final payment from the Owner for the Sub-contractors work. It is the parties intent that, to the extent the Owner does not make any payment to CTC. for the Sub-contractors work, then to that same extent CTC and its surety shall not be obligated and shall have no duty to make final payment to the Sub-contractor. The Sub-contractor acknowledges and agrees that this payment provision is made with the specific intent to shift the risk of Owner nonpayment from CTC and its surety to the Sub-contractor. To the extent that any provision contained in any agreement between Contractor and Owner shall in any way be inconsistent with this or any other provision contained in the subcontract, the provisions contained in this subcontract shall prevail.

Section 15. The Sub-contractor shall be bound to the Contractor by the terms of this Agreement and, to the extent that provisions of the Contract Documents between the Owner and Contractor apply to the Work of the Sub-contractor as defined in this Agreement, the Sub-contractor shall assume toward the Contractor, by those Documents, assumes toward the Owner and the Architect, and shall have the benefit of all rights, remedies and redress against the Contractor which the Contractor, by those Documents, has against the Owner, with exception to payment policies and procedures in which this agreement take precedence.

Section 16. The Contractor reserves the right to terminate this Contract for defective work, lack of performance, quality of workmanship, failure to follow policies and procedures as established in Contract Documents, and for convenience as necessary to protect the Contractors interest.

Section 17. The Subcontractor shall comply and provide evidence of participation (Memorandum of Understanding) in the E-Verify System as required (reference www.dhs.gov).

IN WITNESS WHEREOF the Contractor and Sub-Contractor have executed this agreement subject to and including the conditions herein and those on the reverse side hereof, the day and year first above written.

CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION

«FirmName»

By: _____
Signature: _____

By _____
Signature: _____

Witness: _____
Signature: _____

Witness: _____
Signature: _____



CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION
INSURANCE EXHIBIT TO CHRIS-TEL CONSTRUCTION SUB-CONTRACTOR AGREEMENT

SUBCONTRACTOR is to secure, pay for and file with the CONTRACTOR, prior to commencing any Work hereunder, all Certificates for Workers' compensation, public liability and property damage liability insurance, completed operations and such other insurance coverages as may be required by the CONTRACTOR, the specifications, or addenda to the Contract Documents or Specifications, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated below. The SUBCONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit	General Liability continued
\$1,000,000		Hired & Non Owned Auto	\$2,000,000 Products – Completed Operations Aggregate
General Liability	\$1,000,000	Each Occurrence	\$10,000 Medical Payments
\$1,000,000		Personal and Advertising	Equal to Subcontract Amount Umbrella
Injury			
\$2,000,000		General Aggregate	

Each policy shall be endorsed specifically naming CONTRACTOR and its officers, agents, servants, and employees as Additional Insured on their General Liability policy, Completed Operations, and Excess/Umbrella Liability Policy with respect to the Work performed for the referenced Project. Each policy shall be endorsed to provide that the underwriter waives its right of subrogation against CONTRACTOR. Such insurance afforded to CONTRACTOR as Additional Insured under the SUBCONTRACTORS policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by CONTRACTOR. Accordingly, all of the aforesaid policies shall be further endorsed to provide that they are primary coverages and not in excess of any other insurance available to Contractor without rights of contribution from any such other insurance available to CONTRACTOR.

SUBCONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, CONTRACTOR named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of CONTRACTOR on all policies. SUBCONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 4 years beyond completion and delivery of the work contracted herein. Such certificate shall provide the policy number, effective and expiration dates and the limits of liability coverage. Under no circumstances shall the Deductible applicable to any insurance product, coverage or policy required in this Subcontract be higher than \$5,000.00. If the required property insurance is not in effect for the full value of the SUBCONTRACTOR(S) work, then the SUBCONTRACTOR shall purchase insurance for the value of the SUBCONTRACTOR(S) work.

Certificates of Insurance submitted to the CONTRACTOR will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

SUBCONTRACTOR shall secure from all its SUBCONTRACTOR(S) the same insurance coverages and policies in the same amounts as SUBCONTRACTOR is required to provide to the CONTRACTOR herein. In addition, the SUBCONTRACTOR'S Workers Compensation, Employers Liability Policy, General Liability Policies, completed Operation Policies, and Umbrella Policy shall contain Waivers of Subrogation in favor of CONTRACTOR, OWNER and any other entity as may be required by the Contract Documents. All such insurance coverages or policies shall be issued by carriers which shall maintain at least a minimum A.M. BEST RATING of A-, FSC VI. Failure to maintain insurance products, policies, endorsements or coverages as set forth herein, or failure of the carrier to maintain the minimum A.M. BEST RATING of A-, FSC VI shall be deemed a material breach and default of this SUBCONTRACT by the SUBCONTRACTOR. SUBCONTRACTOR shall maintain all insurance coverages required by this Agreement in force for a period of four years after completion of the Project, or expiration of any warranties, or expiration of any applicable statute of limitations relating to such Work, whichever is greater.

Should any of the above described policies be cancelled, terminated, or rescinded before the expiration period above referenced, then in that event, the issuing insurer, the SUBCONTRACTOR and the Agent involved in procuring such insurance



shall each provide advance written notice to the CONTRACTOR and shall ensure that CONTRACTOR was served with such written notice at least thirty (30) days prior to such cancellation, termination or rescission.

Notwithstanding any other provision of the SUBCONTRACT AGREEMENT, the SUBCONTRACTOR shall maintain complete Workers' compensation coverage for each and every employee, principal, officer, representative, borrowed employee, leased employee, or agent who is performing any labor, services or material under this SUBCONTRACT AGREEMENT. Specifically, the Workers' compensation coverage shall include, but not be limited, to provide, coverage consistent with Chapter 440, Florida Statutes as revised or amended by law. Further, SUBCONTRACTOR shall additionally maintain the following minimum limits of coverage for Employer's Liability:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

SUBCONTRACTOR shall provide the CONTRACTOR with a certificate of insurance verifying compliance with the Workers' compensation coverage as set forth herein and shall provide as often as required by the CONTRACTOR such certification and shall include the insurance policy, policy number, effective and expiration dates and the limits of Workers' compensation coverage under each policy. In addition to the requirements, obligations or provisions set forth herein, in the event the SUBCONTRACTOR or a sub-subcontractor or lower tier subcontractor(s) utilizes any borrowed employee or employee leasing company, then the following additional certificate shall be secured and filed with CONTRACTOR: A Certificate of Insurance which shall be in full compliance with all provisions, requirements, limits, and terms set forth herein; and In addition the CONTRACTOR and the SUBCONTRACTOR shall be also named as Additional Insured. Any subcontractor, sub-subcontractor or lower tier subcontractor(s) utilizing borrowed or leased employees shall provide and deliver upon request a master list of employees and payrolls for the duration or the above referenced project.

SPECIAL REQUIREMENTS: Insurances are to be as specified within the Project Specifications, Supplemental Conditions, Contract Documents, or as listed above, which ever provides the broader and more complete coverage.

Should SUBCONTRACTOR fail to comply with any term, condition or provision of the above-referenced insurance requirements prior to commencing Work or thereafter, then CONTRACTOR shall not have been deemed to have waived, altered or changed any of the insurance requirements herein.

Draw Request Cover

Chris-Tel Construction
2534-A Edison Avenue
Fort Myers, FL 33901

SUBCONTRACTOR:

PROJECT: _____
SUBCONTRACT NO: _____
JOB NO: _____
PHASE CODE: _____

COMPANY NAME _____
ADDRESS _____
PHONE _____ FAX _____

DATE: _ _ PAY APP: _____

STATEMENT OF CONTRACT ACCOUNT

For work completed from _____ to _____

		CTC use ONLY
1. Original Contract Amount	\$ -	_____
2. Approved Change Orders (Add/Deduct) G.C. - C.O. # Sub C.O. #	\$ _____	_____
	\$ -	_____
	\$ -	_____
	\$ -	_____
3. Revised Contract Amount	\$ -	_____
4. Value of work complete to date (As per attached Schedule of Values)	\$ -	_____
5. Less amount retained (10 %)	\$ -	_____
6. Work Completed Less Retainage	\$ -	_____
7. Less previous payment requests	\$ -	_____
AMOUNT OF THIS REQUEST:	\$ -	_____
8. Balance to finish including retainage	\$ -	_____

CERTIFICATION OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and Chris Tel Construction, relating to the above referenced project.

I also certify that all laborers, materialmen, suppliers, contractors, and subcontractors used in or in connection with the performance of this contract have been paid in full, except as noted on reverse side. I further certify I have complied with all Federal State and local tax laws, including Social Security laws and Unemployment Compensation laws and workmen's compensation laws insofar as applicable to the performance of this Contract.

Furthermore, in consideration of the payments received, and upon receipt of the amount of this request, the undersigned does hereby waive, release and relinquish any and all claims under any applicable surety bond, right of lien upon the above premises, and causes of action which the undersigned may have or hereafter acquire including, but not limited to, those rights as contemplated by Chapters 225 and 713, Florida Statutes, except for rights to the extent that payment is retained pursuant to written agreement or payment to become due for work performed subsequent to the date hereof.

Subscribed and Sworn Before Me This _____ Day of _____, 20_____

Notary Signature

Personally Known _____ Or produced Identification of:

SUBCONTRACTOR

BY: _____
Authorized Signature

TITLE: _____

DATE: _____

FROM:

CUSTOMER:
INVOICE NO.
INVOICE DATE:
PERIOD TO:
CONTRACT DATE:
APPL NO.

TO: CHRIS-TEL CONSTRUCTION
2534-A EDISON AVENUE
FORT MYERS, FLORIDA 33901

PROJECT:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED ON SITE	TOTAL COMPLETED TO DATE	% COMPLETE	BALANCE TO FINISH	RETAINAGE
			PREVIOUS	CURRENT					
		0.00				0.00	#DIV/0!	0.00	0.00
		0.00		0.00		0.00	#DIV/0!	0.00	0.00
		0.00				0.00	#DIV/0!	0.00	0.00
		0.00				0.00	#DIV/0!	0.00	0.00
		0.00		0.00		0.00	#DIV/0!	0.00	0.00
TOTALS		0.00	0.00	0.00	0	0.00	#DIV/0!	0.00	0.00

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K)	(L)

Injury and Illness Types

Total number of... (M)	
(1) Injury	(4) Poisoning
(2) Skin Disorder	(5) Hearing Loss
(3) Respiratory Condition	(6) All Other Illnesses

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name _____

Street _____

City _____ State _____ Zip _____

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees _____

Total hours worked by all employees last year _____

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

 Company executive

 Title

 Phone

 Date