



2419 East Chicago St
 Caldwell, ID 83605
 Office: (208) 370-4911

IMPORTANT MESSAGE

| | |
|---|----------------------------------|
| Attention: <u>(Insert Complete Name)</u> | Date: <u>XX - XX - XX</u> |
| Company: <u>(Insert Company Name)</u> | Email: <u>XXX</u> |
| | Pages: <u>X</u> |

Re: Contract Proposal for

Job #: (Insert Job #)
Job Name: (Insert Job Name)
Job Address: (Insert Job Address Line 1)
 (Insert Job Address Line 2)

Congratulations!

Your company's bid has been approved and awarded the subcontract for this job.

Enclosed is the subcontract for your review. Please make sure that all pages are initialed. Once completed, email ONLY the complete subcontracts with all of its exhibits to ONealConstructionID@gmail.com.

All required documents such as insurance certificates, city license, w9, contractor license, and so forth are be submitted email to Payables@ONealConstructionID.com Put in subject matter your Company name and Subcontractor information (EXAMPLE: ABC Drywall Subcontractor Information). Please make sure all information requested is attached and current.

Failure to do so may result in the termination of your subcontract.

For liability purposes, be advise that your workforce are NOT permitted to be on the jobsite without the proper execution of the subcontracts and the receipt of the required documents.

We strongly recommend that you forward the insurance requirements in the subcontract to you broker or agent to help expedite the certificates.

Thank you,

Contracts Department

O'Neal Construction

www.ONealConstructionID.com



Job #: (Insert Job #)
 Job Name: (Insert Job Name)
 Title of Work: (Insert Title or Type of work)

THIS AGREEMENT, hereinafter called the Subcontract, made on March 14, 2022, by and between (Insert Subcontractor's Company Name), hereinafter called the Subcontractor, and O'NEAL CONSTRUCTION, hereinafter called the Contractor.

WITNESSETH:

That the Subcontractor and the Contractor for the considerations hereinafter named agree as follows:

The Subcontractor agrees to furnish all labor, material, supplies, equipment services, machinery, hoisting equipment, tools and other facilities of every kind and description required for the prompt and efficient execution of the work described herein in connection with the construction of the jobsite located at

(Insert Job Address)

and shall be in accordance with the Drawings and Specifications, General Conditions and any Special Conditions prepared by (Insert Architecture's Name), hereinafter called the Architect, and the General Terms hereof, all of which shall hereby become a part of this Contract and all of which the Subcontractor certifies he has read and knows the contents thereof. When any provision of this Subcontract is at variance with the Plans and Specifications, this Subcontract Agreement shall govern.

The following check items are consider as an attachment and is hereby incorporated into this agreement.

- A. Subcontractor's work shall include and conform to the **List of Drawings** provided herein and after attached as **Exhibit A**. Subcontractor warrants that its bid is complete and that no variances or discrepancies are present. Any variances or all discrepancies must be address to the Contractor prior to the execution of this agreement. Subcontractor understands that any resolutions, issues, job difficulties, cost, and problems that is not addressed, not proposed, and/or omitted at the bidding stage is deem to be included in the contract amount and final regardless if such findings are foreseen or unforeseen. The intent of this subcontract agreement is to provide a NO EXTRA subcontract agreement.
- B. Subcontractor's work shall include, but shall not be limited to the **Scope of Work** as defined and herein attached as **Exhibit B**. Under no circumstance should the Subcontractor deviate from the scope of work without the proper authorization from the Contractor. Subcontractor shall be liable for any claim, suits, damages, cost, remediation and/or all other expenses occurred by Contractor as a result form Subcontractor's deviation of the work.
- C. Subcontractor shall provide and install all work per the **Production Schedule** as defined and herein attached as **Exhibit C** (This schedule is subject to change with notice). IF no attached Exhibit C then a schedule is being produced and will be forthcoming and will become a part of this contract. Subcontractor is to work with O'Neal Construction to coordinate schedule and timing. Any damages or expenses occurred by Contractor and any other Subcontractor caused by any materials or labor delays that arises from the Subcontractor or its work will be back charged including General contractor term, direct and indirect charges. Subcontractor agrees to maintain sufficient labor force and to complete its work on time.

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| Initial/Date | Initial/Date |
|--------------|--------------|



In consideration of the faithful performance by the Subcontractor of all the terms, conditions and all of the requirements of this Subcontract, the Contractor agrees to pay the Subcontractor the sum of XXXXXXXXXXXXXXXXXXXXXXXXXXXX (\$XXX.XXX.XX), in current funds subject to Additions and deductions for changes as may be agreed upon, on or about the 20th of the month following the month in which work was performed pending funds being received from the Owner. All payments shall be in accordance with and subject to the provisions of the "General Terms" incorporated herein (See paragraph 14.).

O'NEAL CONSTRUCTION

Subcontractor: (Insert Subcontractor's Name)

By: _____
 Name: **Dan O'Neal**
 Title: **President**

By: _____
 Name: _____
 Title: _____

Contractor State
 Registration #: **RCT-56472**

Subcontractor State License
 or Registration #: _____

2419 East Chicago St
 Caldwell, ID 83605

Address: _____

City/ST/Zip: _____

Phone: (208) 370-4911

Phone: _____

Fax: _____

General Liability Policy #: _____

Expiration Date: _____

Workers Comp. Policy #: _____

Expiration Date: _____

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|--------------|--------------|
| Initial/Date | Initial/Date |
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Insurance, Document, & Payment Requirements

Progress payments of this subcontract are contingent upon following procedure and receipt of the following items in our office (more info can be found on our website at www.ONealConstructionID.com "subcontractor's page")

NO EXCEPTIONS:

- 1) Completed W-9 with an original signature and Tax ID number.
- 2) **Original** certificate of insurance showing evidence of coverage for commercial general liability insurance and naming **O'NEAL CONSTRUCTION** as additional insured and proper endorsement with primary and non-contributory wording in the form of certificate CG 20101185 or equivalent. Coverage shall also include "completed and ongoing operations". Ask your agent or call the office if unsure.

Subcontractor shall maintain insurance of the following types of coverage and limits of liability:

| | |
|---------------------------|---|
| General Liability | \$1 Million per occurrence with \$2 Million aggregate |
| Workers Compensation | \$1 Million per occurrence |
| Auto Liability (any auto) | \$1 Million |

Carriers for all coverage must have a minimum rating of A-VII from AM Best rating and will provide 30 days written notice of any policies that are canceled. Under the cancellation notice on the certificate, the verbiage "endeavor" and "failure to do so shall impose no obligation or liability of any kind upon the insurer, its agent or representative" must be omitted or strike through.

- 3) **Original** Certificate of Insurance showing evidence of coverage for workers compensation naming the abovementioned entity or entities as the certificate holder with a waiver of subrogation endorsement **OR** a copy of your exemption filed with the State Workers Compensation Board or Idaho Board.
- 4) **Original** certificate of insurance showing evidence of commercial auto liability insurance with coverage type of "any auto" or "schedule, owned, and hired auto" that is maintained.
- 5) Copy of your State Contractor's License / Registration showing date of expiration.
- 6) Copy of a current City Business License where you operate and for the city in which the project is located.
- 7) Copy of a valid certification of your trade.
- 8) Payment Application & Schedule of Values (SOV) with invoice, including but not limited to, back up, suppliers / vendors invoice accompanied by Conditional Releases for said Pay Application and Unconditional Releases from Previous Payments. All must be received no later than the 25th of the month and no earlier than the 20th of the month. You can forecast work complete through that month. Failure to follow the procedures may invalidate that months draw so as not to hold up others draws and contractors' ability to submit their draw in a timely fashion. Any failure on your part to comply does not constitute a valid reason to slow or stop work.

ALL PREMIUMS AND COST OF INSURANCE COVERAGE SHALL BE INCLUDED IN THE SUBCONTRACTORS BID SUBMITTAL AND PROPOSAL.

IN THE EVENT THAT SUBCONTRACTOR CANNOT PROVIDE AND MEET THE OBLIGATED REQUIREMENTS, ONEAL CONSTRUCTION RESERVE THE RIGHTS TO PROCURE THE COVERAGE AND CORRECT THE DEFICIENCIES AT THE SUBCONTRACTOR EXPENSE.

ALL ORIGINAL INSURANCE CERTIFICATES MUST BE MAILED OR EMAILED IN FROM INSURANCE COMPANY. SUBCONTRACTOR WILL NOT BE ALLOWED ON THE SITE UNTIL ALL REQUIREMENTS HAS BEEN MET AND APPROVED BY O'NEAL CONSTRUCTION.

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