

# ACTION MECHANICAL CONTRACTORS, INC.

PO BOX 7325 CHARLOTTE, NORTH CAROLINA 28241  
Office:(704) 587-4450 Fax:(704) 587-4451  
License: NC: 9985 SC: 1226

## Subcontract Agreement

PO #: 7494  
Job #: 22-693

This agreement is effective as of  
between  
and

Monday, December 13, 2021  
**Action Mechanical Contractors Inc.** (Contractor)  
**National TAB** (Subcontractor)

Subcontractor agrees to provide the following: **See attached scope of work**

Contract Price: \$ **33,545.00**

For the job known as: **Selma Burke MS**

Subcontractor shall commence the work to be performed under this agreement on: **TBD**  
and shall complete the work on or before: **Per Plans & Specs**

**Permits/Inspections:** Subcontractor shall apply for and obtain such permits/inspection required by the local municipal/county government, cost to be included as part of project.

**Insurance:** Subcontractor shall provide an Insurance Certificate for General Liability, Workers Compensation, Inland Marine, Auto Insurance, and Umbrella for at least 3 years after completion of job per attached requirements. List AMCI as Additional Insured Endorsement.

**Change Orders:** Will be submitted in writing for approval before any work is performed.

**Assignment:** Neither party may assign this Agreement or payments due under the Agreement, without the other party's written consent.

In the event that Contractor materially breaches any of its obligations under the Agreement and fails to remedy such breach within seven (7) days after written notice is provided to Contractor by Subcontractor, Subcontractor shall have the right to suspend or terminate the Agreement in its sole discretion. If Subcontractor suspends the Agreement pursuant to this section, the time for completion shall be adjusted accordingly.

**Payments:** Progressive payments submitted on AIA Document (10% retainage) are due the 20<sup>th</sup> of each month. Retainage payment will be made after closeout documents, maintenance manuals, lien wavier and Owner's final acceptance.

**Warranty:** Subcontractor warranty shall be limited to defects in workmanship within the scope of work performed and which arise and become known within one (1) year from the date of Start Up.

Subcontractor agrees to be bound by the same plans and specifications for this project as the Contractor.

Contractor:

Subcontractor:

**Action Mechanical Contractors, Inc.**

**National TAB**

Signature: 

Signature: 

Printed Name:

Printed Name:

**Commie Pendergrass Treasurer**

**Joe Hertenstein**

Date:

Date:

December 13, 2021

12-16-2021

**Insurance Requirements:** The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability.

- 1) Commercial General Liability (CGL) with limits of Insurance not less than \$1,000,000 each occurrence, \$1,000,000 Personal Injury and Advertising Injury, \$2,000,000 Products/Completed and \$2,000,000 Annual General Aggregate.
  - A) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall separately to each project.
  - B) CGL coverage shall be written on ISO occurrence form CG 00 01 (1093) or a substitute for providing equivalent coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
  - C) Name of Company (General Contractor) shall be included as insured on the CGL, using ISO additional Insured Endorsement CG 20 10 (Ongoing operations) and CG 2037 (Products & Completed Operations), latest editions, or an endorsement providing equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
  - D) Subcontractor shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.
  
- 2) Automobile Liability
  - A) Business Auto Liability with limits of at least \$1,000,000 each accident.
  - B) Business Auto coverage must include a liability arising out of all owned, leased, hired and non-owned automobiles.
  
- 3) Commercial Umbrella
  - A) Umbrella limits must be at least \$1,000,000
  - B) Umbrella coverage must include as insured's all entities that are additional insured's on the CGL.
  - C) Umbrella coverage for such additional insured's shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverage's maintained by the Subcontractor.
  
- 4) Workman's Compensation and Employers Liability
  - A) Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
  - B) Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy.
  - A) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

**Waiver of Subrogation:** Subcontractor waives all rights against NAME OF GENERAL CONTRACTOR General Contractor, Owner, and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or worker's compensation and employer's liability insurance maintained per requirements stated above.

**Additional Insured:** Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy.

**Cancellation:** All policies should contain a 30day written notice of cancellation to certificate holder

**Insurer Rating:** The Subcontractors' insurer/insurers shall maintain a rating of A minus or better as set by A.M. Best and Company.

**Indemnification:** Work covered by this Subcontract Agreement done at the site of construction or in preparing or delivering materials or equipment to the site shall be at the risk of Subcontractor exclusively. Subcontractor shall, with respect to all work that is covered by or incidental to this Subcontract Agreement, indemnify, directly defend and hold Contractor, and its agents and employees, harmless from and against all of the following to the fullest extent permitted by law:

1. Any claim, liability, loss, damage, cost, expense, costs of defense including reasonable attorney's fees, awards, fines, or judgments, provided that said loss arises from death or bodily injury, illness, disease, or damage to or destruction of property, or other loss, damage or expense, including any of the same resulting from the alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive, by Subcontractor or its agents, employees, sub-subcontractors, or anyone else for whose acts Subcontractor may be liable.
2. Any claim, liability, loss, damage, cost, expense, costs of defense including reasonable attorney's fees, awards, fines, or judgments arising by reason of any obligation or indemnity which Contractor has to a purchaser of the completed dwelling(s) arising out of the work or operations of the Subcontractor, its agents, employees, sub-subcontractors, or anyone else for whose acts the Subcontractor may be liable.
3. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, and that both shall be given effect. However, subcontractor shall not be obligated under this Subcontract Agreement to indemnify Contractor with respect to the joint negligence, sole negligence or willful misconduct of Contractor, its agents, employees, servants or subcontractors who are directly responsible to Contractor, excluding Subcontractor.

Subcontractor shall indemnify and hold Contractor harmless against all liability for claims and liens for labor performed or materials used or furnished to be used on the job, including any costs and expenses for attorney's fees and all incidental and consequential damages resulting to Contractor from such claims or liens. In the event that legal action or other proceeding is brought on such claim or lien, Subcontractor shall defend said suit at its own expense, and will pay and satisfy any such lien or judgment as may be established by the decision of the court, arbitrator, or other reviewing authority in said suit. Subcontractor may opt to litigate claim, provided that Subcontractor causes the effect of said lien or claim to be removed from the premises in advance. Subcontractor agrees that the effect of any such suit, claim, or lien shall be removed from the premises within ten (10) days after written demand from Contractor.

Where Subcontractor fails to remove the effect of such suit, claim, or lien in spite of written Contractor request, Contractor may, at its sole option and discretion, use whatever means it deems expedient to cause said lien, suit, or claim to be removed or dismissed, and the cost thereof, together with any reasonable attorney's fees, shall become due and immediately payable by the Subcontractor to the Contractor.

Notwithstanding any other provisions concerning insurance to be provided by Subcontractor as contained in this Subcontract Agreement or any Subcontractor Agreement Addendum, Subcontractor's indemnity obligations herein shall not be limited in any way by the limits or other terms or conditions of any insurance coverage obtained by Subcontractor, nor by any limitation on the amount or type of damages, nor for benefits or damages payable under workers' compensation, disability benefit, or other employee benefit statutes, regulations, or ordinances.