



VISION
CONSTRUCTION

Standard Form of Agreement Between Contractor and Subcontractor Short Form b

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

MASTER AGREEMENT made as of the [Date] day of [Month] in the year 202*

BETWEEN the Contractor:

Vision Development & Construction Services, LLC

120 Interstate North Parkway, SE

Suite 130

Atlanta, GA 30339

and the Subcontractor:

Subcontractor Name

Address

Phone #

Email

With the Owner:

Project Owner Name

For the following Project:

Project Name

The Architect for the Project is:

Vision Internal Design Team

M4 Studio, LLC

Renee Murrer, Director of Architecture

renee@m4studiollc.com

770-843-3827

2832 Hickory Chase Court

Buford, GA 30059

IN CONSIDERATION WHEREOF, The Contractor agrees that he will pay the Subcontractor the sum of [Project cost].

ARTICLE 1 THE WORK OF THIS SUBCONTRACT:

§ 1.1 The Subcontractor shall execute the following portion of the Work described in the Subcontract, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

CONTRACTOR SCOPE OF WORK: SEE ATTACHED SCOPE OF WORK

- **Description of contract work. "Attached Sub Contractor Proposal"**

§ 1.2 The Subcontractor agrees that the Contractor and the Owner each have the authority to reject Work of the Subcontractor that does not conform to the Contract Documents.

§ 1.3 The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 1.4 The Subcontractor shall take necessary precautions to properly protect the work of the Contractor, Separate Contractors, and other subcontractors from damage caused by operations under this Subcontract.

§ 1.5 The Subcontractor shall comply with Federal, state, and local tax laws; social security acts; unemployment compensation acts; and workers' compensation acts, insofar as applicable to the performance of this Subcontract.

§ 1.6 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

§ 1.7 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim for adjustment to the Subcontract Sum. **DO NOT BILL ANY CHANGES THAT HAVE NOT BEEN APPROVED BY THE CONTRACTOR IN WRITING**

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Subcontractor's Work, shall be the date of this agreement.

§ 2.1 **Subcontract Time.** The Subcontractor shall achieve substantial completion of the Subcontractor's Work per the Contractor schedule or as here otherwise defined:

- **T.B.D**

§ 2.2.2 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

ARTICLE 3 INSURANCE

§ 3.1 The Subcontractor shall purchase and maintain the following types and limits of insurance, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract.

COMPREHENSIVE GENERAL LIABILITY:

General Aggregate	\$2,000,000.00
Products-Comp/OP Aggregate	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00

Fire & Damage	\$50,000.00
Medical Exp.	\$5,000.00

EXCESS LIABILITY:

Umbrella Each Occurrence	\$1,000,000.00
Umbrella Aggregate	\$1,000,000.00
Other Than Umbrella Form	\$10,000.00

AUTOMOTIVE LIABILITY:

Combined Single Limit	\$1,000,000.00
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WORKER COMPENSATION AND EMPLOYERS' LIABILITY:

Each Accident	\$100,000.00
Disease- Policy Limit	\$500,000.00
Disease- Each Employee	\$100,000.00

§ 3.2 Certificates of Insurance. The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the requirements in this Article 12 at the following times: (1) prior to commencement of the Subcontractor's Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Contractor's written request.

§ 3.3 Additional Insured Obligations. To the fullest extent permitted by law, the Subcontractor shall cause its commercial general liability coverage to include: **Vision Development & Construction Services, LLC, 120 Interstate North Parkway, SE, Suite 130, Atlanta GA 30339.** The additional insured coverage shall be primary and non-contributory to any of the Contractor's and Owner's general liability insurance policies and shall apply to both ongoing and completed operations.

§ 3.4 Indemnification. To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in Article 3.

ARTICLE 4 VISION REMEDIES

§ 4.1 If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies the Contractor may have, remedy such default or neglect and withhold, the reasonable cost thereof from current or future payments due the Subcontractor. If payments due to the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to the Contractor.

ARTICLE 5 WARRANTIES

§ 5.1 The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. Warranty shall commence on the issuance of certificate of occupancy and shall be in effect for Twelve Months.

ARTICLE 6 PAYMENTS

§ 6.1 Provided an Application for Payment is received by the Contractor not later than the 15th day of a month; the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Owner. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner.

§ 6.2 For each progress payment made prior to substantial completion of the Subcontractor's Work, the Contractor may withhold **10% (Ten Percent)** as retainage from the payment otherwise due.

§ 6.3 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Owner has accepted Subcontractor's work, and the Contractor has received payment from the Owner.

§ 6.4 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

§ 6.5 A contingent Interim Waiver of Lien or Final Waiver of lien are required to be submitted at the same time the pay request is submitted. Failure to submit waiver of lien may delay payment.

ARTICLE 7 SAFETY

§ 7.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract. The Subcontractor shall comply with safety measures initiated by the Contractor's Safety Program, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, for the safety of persons and property, in accordance with the requirements of Contract Agreement. The Subcontractor shall notify the Contractor within three days of an injury to an employee or agent of the Subcontractor which occurred at the site.

ARTICLE 8 SITE CLEANLINESS

§ 8.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors. If the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

ARTICLE 9 CLAIMS AND DISPUTES

§ 9.1 Claims, disputes, or other matters in controversy arising out of or related to this Subcontract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 9.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Section 9.1, the method of binding dispute resolution shall be Arbitration. If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The arbitration should be conducted in Atlanta Georgia, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

NAME

SUBCONTRACTOR: Subcontractor Name.

CONTRACTOR *(Signature)*

Rob Barfield

Director of Development and Construction
Vision Development & Construction Services LLC
120 Interstate N Parkway
Suite 130
Atlanta, GA 30339
Georgia License GCCO-005995