



2291 Unit J Waynoka Rd Colorado Springs, CO 80915 | Office 719-231-4622  
7 Mountain Home Rd Po Box. 395, Story, WY 82842 | Office 307-751-0186

Date \_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**Contract Requirements/Bidding Process Salutation:**

Upon entering into a contract with Maverick Construction LLC., the subcontractor, \_\_\_\_\_, shall be required to provide the following insurance items and a certificate of insurance to that effect. The contract will take precedent if there are any inconsistencies.

**Commercial General Liability**

- \_\_\_ \$1,000,000/\$2,000,000 limits
- \_\_\_ CGL includes CG 25 03 (per project aggregate)
- \_\_\_ Additional insured requirements:
  - Covers ongoing operations (CG 20 10 7/04 or equivalent)
  - Covers completed operations (CG 20 37 7/04 or equivalent)
- \_\_\_ Subcontractor's insurance is primary/noncontributory
- \_\_\_ Waiver of subrogation required

**Commercial Auto Liability**

- \_\_\_ \$1,000,000 limit
- \_\_\_ Hired/non owned auto required
- \_\_\_ Additional insured endorsement applies

**Workers' Compensation & Employers' Liability**

- \_\_\_ Coverage A (workers' compensation)
- \_\_\_ Coverage B (employers' liability) with 100/500/100 (statutory required limits)
- \_\_\_ Waiver of subrogation required

**Excess Liability**

- \_\_\_ \$1,000,000 limit
- \_\_\_ Subcontractor's insurance is primary/noncontributory

**Other Insurance Requirements**

- \_\_\_ Notice of cancellation required
- \_\_\_ Insurance carrier has an A.M. Best rating of "A-" or better

We should be listed as the certificate holder and should read as:

Maverick Construction, LLC  
2199 Unit J Waynoka Rd  
Colorado Springs, CO 80915



INDEPENDENT CONTRACTOR INFORMATION:

TRADE OR BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

OWNER NAME: \_\_\_\_\_

OWNER PHONE: \_\_\_\_\_

PRIMARY CONTACT: \_\_\_\_\_

TITLE: \_\_\_\_\_

TYPE: ☐ INDIVIDUAL /SOLE PROPRIETER ☐ CORPORATION ☐ PARTNERSHIP ☐ LLC (Select TYPE Below)

FOR LLC SELECT TYPE OF COMPANY: ☐ D-Disregarded Entity, ☐ C-Corporation/ S-Corp, ☐ P-Partnership

FEIN OR SSN: \_\_\_\_\_

DATE BUSINESS FORMED: \_\_\_\_/\_\_\_\_/\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

PRIMARY EMAIL: \_\_\_\_\_

BILLING EMAIL: \_\_\_\_\_

PAYMENT TERMS:

PAYMENT TERMS FOR INVOICES ARE NET 30 UNLESS STATED OTHERWISE IN THE SUB-CONTRACTOR AGREEMENT - PAYMENT WILL BE DUE 30 DAYS AFTER RECEIPT OF INVOICES. INVOICES MUST HAVE PROJECT NAME AND NUMBER ON THEM TO BE PROCESSED PROPERLY. INVOICES ARE DUE ON THE 20TH OF EVERY MONTH OR THE FRIDAY BEFORE IF THE 20TH IS ON A WEEKEND!

☐ I HAVE READ AND UNDERSTAND THE PAYMENT TERMS

**Submit invoices via email to [APIInvoices@maverickconstructionllc.com](mailto:APIInvoices@maverickconstructionllc.com)**



## **SUBCONTRACTOR AGREEMENT**

This Agreement, as negotiated herein, is entered into by and between \_\_\_\_\_  
“Subcontractor” and Maverick Construction LLC, “Contractor.”

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor and the Contractor hereby agree as follows:

### **Article 1. Statement of Work:**

From time to time, Subcontractor may provide services to Contractor. In addition to the terms and conditions negotiated by the parties for particular projects, Contractor and Subcontractor hereby agree that the terms and conditions of this Subcontractor Agreement (the “Agreement”) shall apply whenever Subcontractor provides services to Contractor.

### **Article 2. Term:**

This Agreement shall be in full force and effective from the date of signing and shall continue for a period of two (2) years. The term shall automatically renew for a successive one-year period unless terminated earlier by either party pursuant to the terms herein. Either party may terminate this Agreement with thirty (30) days’ written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements.

### **Article 3. Insurance:**

The Subcontractor, at their own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance:

**A.** Workers’ Compensation insurance covering the legal liability of the Contractor and its Subcontractors under the applicable workers’ compensation or occupational disease laws for claims for personal injuries and death resulting there from to the Contractor and its Subcontractor’s employees. The subcontractor shall also obtain a minimum of \$500,000 of Employers’ Liability Insurance. Certificates of insurance must include a waiver of subrogation in favor of Contractor.

**B.** Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries (including death) and property damage resulting there from arising out of the services to be performed by the Subcontractor, in an amount not less than \$1,000,000 for any one occurrence, \$1,000,000 general aggregate (subject to a per project general aggregate provision), \$2,000,000 Products/Completed Operations aggregate limit. Commercial General Liability insurance shall be obtained and shall include broad form contractual liability coverage, products/completed operations, cross liability, severability of interest and broad form property damage (if required), and Contractor as well as its directors, officers and employees shall be named as an additional insured on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement.



C. The Subcontractor's insurance coverage shall be primary insurance as respects work on this project for the Contractor, its directors, officers, and employees. Any insurance or self-insurance maintained by Contractor shall be excess of the Subcontractor's insurance. The Subcontractor, in their agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements that are prescribed by this Section. The Subcontractor hereby waives and relinquishes any right of subrogation against Contractor and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section or under any State or Federal Workers' Compensation or Employer's Liability Act. Subcontractor shall require its insurer to notify the Contractor thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies. To the extent that the Subcontractor utilizes deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by the Subcontractor. Insurance shall be placed with insurers with a Best rating of not less than A-.

#### **Article 4. Indemnification:**

The work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. Subcontractor hereby indemnifies and holds Contractor, its parent and affiliates and their respective officers, directors, employees and agents, harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorneys' fees, arising from or in any way connected with the work performed, materials furnished, or services provided to Contractor during the term of this Agreement.

#### **Article 5. Mediation and Arbitration:**

Any dispute under this agreement shall be resolved in accordance with the mediation and arbitration rules for the construction industry of the American Arbitration Association.

#### **Article 6. Warranty:**

Subcontractor warrants its work for a period of one (1) year against all defects in materials and/or workmanship. Subcontractor will comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the project site of all services Subcontractor provides to Contractor.

#### **Article 7. Assignment:**

Any assignment, subletting or delegation, by operation of law or otherwise, in whole or in part, by Subcontractor of this Agreement, of any work to be performed or of any claims arising hereunder without the prior written consent of Contractor shall be void. Contractor shall have the right in its sole discretion to assign its rights and obligations under this Agreement, as well as any claims arising hereunder, as allowable under the applicable law.



#### **Article 8. Miscellaneous:**

Subcontractor is an independent contractor and not an employee of Contractor. This Agreement, including all terms and conditions hereof, is expressly agreed to and constitutes the entire Agreement as of this date. No other Agreement or understandings, verbal or written, expressed or implied, are a part of this Agreement unless specified herein.

#### **SUBCONTRACTOR**

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Submit the above items and this form to**

**APIInvoices@maverickconstructionllc.com**