



CONTRACTING GROUP INC.
COMMERCIAL † RESIDENTIAL † INDUSTRIAL
3903 NORTHDALDALE BLD, #100E † TAMPA, FL 33624 † PHONE: 813-962-8333

Dear Subcontractor,

Please find enclosed our Subcontractor Agreement for your signature and return. It is the company's policy and our insurance program's requirement that no work may begin until we receive this signed document along with the items below. [Please e-mail to: GALONSO@PRODIGY-CG.COM](mailto:GALONSO@PRODIGY-CG.COM)

- **License, W9 form and Insurance** (General Liability, Workers Comp and Auto)

SUBCONTRACTOR INSURANCE/HOLD HARMLESS AGREEMENT

Prior to commencement of any work under this Contract and until completion and final acceptance of work, the Subcontractor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Owner and General Contractor (*Prodigy Contracting Group Inc.*), certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

General Liability: \$1,000,000 per occurrence, **Automobile Liability:** \$100,000/\$300,000 limit, **Workers Comp:** \$100,000 each accident/\$100,000 each employee/\$500,000 policy limit

A. Coverage must include the following perils:

- Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
- Completed operations/Products Liability
- Personal and Advertising Injury Liability
- Independent Contractors
- Endorsements must be furnished reflecting the inclusion of the interest of "*Prodigy Contracting Group Inc.*", their officers, directors, partners, representatives, agents, and employees, and naming each as Additional Insured on a primary and noncontributing basis including Products and Completed Operations.
- Coverage is to be endorsed to reflect that insurance is to be primary with respect to any other collectable insurance, for the "*Prodigy Contracting Group Inc.*", and all other parties required to be named as additional insured's.
- Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of Florida or otherwise acceptable to "*Prodigy Contracting Group Inc.*".

1 A copy of policy and/or endorsements (s) and any others documents required to verify such insurance are to be submitted with the appropriate certificates(s), prior to the start of any work, and upon the request of "*Prodigy Contracting Group Inc.*". Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

2 Subcontractor shall waive their right of subrogation and include a provision requiring the insurance carriers to waive their right of subrogation against all indemnitees named in the contract.

- B. Subcontractors own expense, "All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- C. The above insurances shall each contain the following wording verbatim: "*Prodigy Contracting Group Inc.*" is interested in the maintenance of the insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a sixty (60) day advance written notice to "*Prodigy Contracting Group Inc.*" by certified mail return receipt requested.
- D. The amount of insurance contained in the aforementioned insurance coverage's shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- E. The Subcontractor shall file certificates of insurance prior to the commencement of work with "*Prodigy Contracting Group Inc.*", which shall be subject to "*Prodigy Contracting Group Inc.*", approval of adequacy of protection and the satisfactory character of the insurer.
- F. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- G. The carrying of the insurance described shall in no way be interpreted as relieving the Subcontractor of any responsibility of liability under this Contract.
- H. Any policies effected by the Subcontractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against "*Prodigy Contracting Group Inc.*" and all other indemnitees named in the Contract.
- I. Should the Subcontractor engage another Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) dollars per occurrence and in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

Subcontractor will indemnify and hold harmless *Prodigy Contracting Group, Inc.*, Owners and their agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by a party indemnified hereunder. The Subcontractor's duty under this provision is limited to a total of THREE MILLION AND NO/100 (\$3,000,000.00) DOLLARS for all damages, including costs and attorney's fees for any single claim or suit. The parties further agree that this provision satisfies the requirements of Florida Statute Section 725.06 so that the indemnification provisions are valid and binding upon the Subcontractor.

Subcontractor Master Agreement

This agreement, made this _____ day of _____, by and between the General Contractor, *Prodigy Contracting Group, Inc.* and _____ Hereinafter called the Sub-Contractor. For the consideration hereinafter named, the Sub-Contractor agrees with the General Contractor (*Prodigy Contracting Group Inc.*) as follows:

Article 1. Work/Liability: agrees to perform all work in a timely manner, good and workmanlike manner and shall conform to all laws, codes, rules and regulations of any agency or government, to complete project work in a timely manner. Sub-Contractor shall furnish all supervision, labor, hoists, scaffolding, equipment and supplies in working order.

Article 2. Time Frame: The Sub-Contractor agrees to promptly begin work as soon as notified by *Prodigy Contracting Group, Inc.*, to adequately staff the project with manpower and supervision, and to complete the project work within a timely manner.

Article 3. Extra Work: No extra work or deviations to the work, unless authorized by *Prodigy Contracting Group, Inc.* in writing and signed by the Sub-Contractor.

Article 4. Assignment: Any assignment of the Sub-Contract agreement or another party is expressly forbidden, unless prior written permission has been received from *Prodigy Contracting Group, Inc.*

Article 5. Taxes: The Sub-Contractor agrees to pay any and all local, state and federal taxes which are, or may be, assessed upon the materials and labor which Sub-Contractor furnishes under this agreement.

Article 6. Default: In the event the Sub-Contractor violates any terms of the agreement, *Prodigy Contracting Group, Inc.* may, without prejudice to any other rights of remedy and after giving the Sub-Contractor three (3) business days written notice, terminate the contract and exclude or deny the Sub-Contractor access to the site and take possession of all materials and tools that Prodigy has paid any monies towards therein and finish the work by whatever mariner and means deemed expedient.

Article 7. Guarantee: Sub-Contractor hereby guarantees its work against any and all defects in materials or workmanship.

Article 8. Safety: *Prodigy Contracting Group, Inc.* makes no representation with respect to the physical condition or safety of the Work Site. The Sub-Contractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing work.

Article 9. Clean up: Sub-Contractor shall clean up the areas used by the Sub-Contractor for its work on a daily basis and remove from the work site, all rubbish, waste material, excess material & debris resulting from the work.

Article 10. Continuation of Coverage: The Sub-Contractor shall continue to carry Completed Operation Liability Insurance for at least three (3) years after completion of the work Evidence of Insurance is required for each successive year during which the insurance coverage must remain effect.

SUBCONTRACTOR RULES AND REGULATIONS

1. All subcontractors performing work on all projects must contact the Project Coordinator prior to commencing work and completing work.
2. All subcontractors must have all proposals turned in prior to work commencing.
3. Subcontracts must be signed and returned within 2 days of commencing work.
4. Radios are not allowed on the construction site at any time.
5. Food or Drinks must be kept off the construction site at all times. Water is permissible.
6. Daily clean up is expected from each trade or a fee will be assessed to the individual trade.
7. Always utilize the freight elevators. Passenger elevators are not allowed to be used at any time.
8. Saw cutting, coring, or hammer drilling must be done after hours.
9. If there is demolition on a project the building must be taken "off line" prior to starting.
10. Any welding or soldering must be scheduled in advance prior to commencing. There must be a fire extinguisher on site at all times and the building taken "off line".
11. All personnel must be properly attired for work being performed in accordance with the OSHA requirements. In accordance with this item, company logo shirts must be worn at all times. No sandals or tennis shoes or other inadequate foot protection will be allowed. No short pants or holes in jeans or tank tops will be accepted.
12. All subcontractors must park their personnel vehicles in areas designated by the superintendent and/or building management.

13. Smoking areas will be designated by the property management.
14. All employees are required to report all injuries or illnesses to their superintendent or foreman immediately.
15. Loud or abusive language will not be tolerated.
16. No fraternizing with office or building personnel is accepted. You will be removed from the premises permanently.
17. Individuals that promote gross negligence, gross carelessness or willful acts that result, or could result, in damage to company property or equipment, and/or injury to other employees will be punishable to the full extent of the law.
18. All personnel are urged to report any unsafe working conditions or practices to their superintendent.
19. A copy of all "Employers First Report of Injury" reports is to be given to the job superintendent to be kept on file by the Owner's Insurance Carrier.
20. The subcontractor is required to attend all safety meetings held by Prodigy Contracting Group, Inc. The subcontractor's on site supervisor is required to attend and sign a form stating that he attended the meeting and a copy sent to Prodigy Contracting Group, Inc.'s superintendent for the project file.
21. All OSHA rules and regulations must be strictly followed and enforced.
22. All subcontractors are required to sign in on the sign in log daily.
23. All subcontractors will wear masks on job sites where a mask is required, no exceptions.

VENDOR & SUBCONTRACTOR INVOICE POLICY

All invoices must include Prodigy's job number on them in addition to the site address. When you are asked to perform work, provide services or materials on a project, you will need to ask your Prodigy Project Manager/Coordinator for a job number. Invoices missing any of this information will not be processed.

The new subcontractor packet can be found on our website, prodigy-cg.com. You will not be entered in our system unless this has been turned into our office.

All invoices should be emailed to JEN.INBALANCEACCTING@GMAIL.COM to ensure timely processing. Any invoice emailed to a different email address will not be processed. Also, please do not mail your invoice after it has been emailed as this results in duplicate processing and will delay your payment.

Payment Terms: Net 30 to 45 days based upon how we are paid by our client. On such occasions we are able to pay sooner, we will.

Address _____ City _____ State _____ ZIP _____

Federal Tax ID# _____ State & Date Incorporation _____

Office Phone: _____ Cell Phone: _____ Email: _____

Scope of work you perform _____ # of employees _____

Estimator name _____ E-mail _____

Estimator cell phone _____

Has your firm been involved in any mediation, arbitration or litigation in the past 5 years for the following reasons? If yes, attach explanation.

A. Construction defects	Yes	No
B. Bodily injury	Yes	No
C. Failure to complete contract work	Yes	No
D. OSHA safety violations	Yes	No
E. Mechanic's liens or stop notices	Yes	No
F. Surety action	Yes	No
G. Contractor's license board claims	Yes	No
H. Warranty issues	Yes	No

I hereby certify all information in this subcontractor packet is true and complete to the best of my knowledge and that I am an authorized party for signature.

Subcontractor Company Name _____ Date completed _____

Signature _____ Signer's printed name _____

Title _____