



CONTRACTING GROUP INC.  
COMMERCIAL † RESIDENTIAL † INDUSTRIAL

Dear Subcontractor;

Please find enclosed our Subcontractor Insurance/Hold Harmless agreement and Master 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:

1. Signed hold harmless agreement enclosed
2. Signed Sub-Contractor Master Agreement
3. Subcontractor Qualification Statement
4. Subcontractor Rules and Regulations
5. Signed W9
6. A certificate of insurance from your insurance company

**It is important to note that the terms and conditions are non-negotiable and that Prodigy Contracting Group, Inc. will only accept unedited and signed agreements.**

Thank you for your immediate attention and assistance.

**Prodigy Contracting Group, Inc.**

**15901 N Florida Avenue, Lutz, Florida 33549**

**Phone: 813-962-8333 Fax: 813-962-8335**

**CBC 1260533**

Subcontractor Initials\_\_\_\_\_



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**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:

**Commercial General Liability:**      \$1,000,000 per occurrence, \$2,000,000 aggregate

**Automobile Liability:**                      \$100,000/\$300,000 limit

**Workers Compensation:**                \$100,000 each accident/\$100,000 each employee/\$500,000  
policy limit

A. Coverage must include the following perils:

- 1 Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
- 2 Completed operations/Products Liability
- 3 Personal and Advertising Injury Liability
- 4 Independent Contractors
- 5 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.
- 6 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.
- 7 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.*".

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- 8 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.
- 9 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 insurance’s 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

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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.

**HOLD HARMLESS**

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 Company Name:	Prodigy Contracting Group, Inc.
Representative Name:	Representative Name:
Authorized Signature:	Authorized Signature:
Date Signed:	Date Signed:

Subcontractor Initials\_\_\_\_\_



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**SUB-CONTRACTOR 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.

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**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 in effect.

Subcontractor Company Name:	Prodigy Contracting Group, Inc.
Representative Name:	Representative Name:
Authorized Signature:	Authorized Signature:
Date Signed:	Date Signed:

Subcontractor:

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Federal Tax ID# \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Subcontractor Initials \_\_\_\_\_



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## Subcontractor Qualification Statement

### I. GENERAL INFORMATION

Company: \_\_\_\_\_ Type: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

State & Date of Incorp/Formation: \_\_\_\_\_ Tax ID#: \_\_\_\_\_

License Type/Number (provide copy of FL license card): \_\_\_\_\_  
(Entity name *must exactly match* name on license card and insurance certificate)

Subtrade Scope: \_\_\_\_\_

Project Executive Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_  
Chief Estimator Name: \_\_\_\_\_ Email: \_\_\_\_\_

# of Employees: \_\_\_\_\_

# of Field Craft Labor: \_\_\_\_\_

Workers Comp Experience Modification Ratio: \_\_\_\_\_

### II. REFERENCES (attach separate sheet)

Percent of work self-performed: \_\_\_\_\_

Please attach a list of 3 Trade and/or General Contractor references with full contact information, including phone, fax and email.

### III. BONDING

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

Surety Agent/Contact/Phone: \_\_\_\_\_

Value Presently Bonded: \$ \_\_\_\_\_

Bonding Capacity: \$ \_\_\_\_\_ Single: \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_

Bank Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### IV. CLAIMS AND LITIGATION HISTORY

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



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### Subcontractor Qualification Statement

- 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

### VII. SUBCONTRACT TERMS AND CONDITIONS

I hereby certify that this information is true and complete to the best of my knowledge.

**Signed:** \_\_\_\_\_ **Name/Title:** \_\_\_\_\_

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

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





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## **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. SWO's must be signed and returned within 2 days of commencing work.
4. Radios are not allowed on the construction site at anytime.
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 anytime.
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 Occupational Safety and Health Administration 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 Sub-contractors 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 sub-contractor 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.

Subcontractor Company Name: \_\_\_\_\_

Subcontractor Representative Name (printed): \_\_\_\_\_

Subcontractor Representative Signature: \_\_\_\_\_

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

Please mail or fax the completed form to the address or fax number listed below. All information will remain confidential.



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**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](http://prodigy-cg.com). You will not be entered in our system unless this has been turned into our office.

All invoices must be mailed to our office. No faxed or emailed invoices are accepted.

Mail to:

Prodigy Contracting Group Inc.  
Accounting Dept.  
15901 N. Florida Avenue  
Lutz, FL 33549

Regarding payment terms, we are on 30 to 45 days based upon how we are paid. On such occasions we are able to pay sooner, we will.

Thank you!