

# First Onsite Property Restoration

## ADDITIONAL TERMS AND CONDITIONS

(SWA – Subcontractor Work Agreement)

**Insurance:** Prior to the commencement of any Work, the Subcontractor shall purchase and maintain the following insurance coverage and limits of liability. **Subcontractor shall not be paid by First Onsite until evidence of insurance is presented.** The insurance policies shall provide for 30 days notice of cancellation to First Onsite. These policies must remain in full force and Subcontractor will provide First Onsite with evidence of yearly renewals. The insurance requirements and obligations of indemnification provided for in this Agreement also shall apply to anyone hired by you to Work under this Agreement. The following are the minimum limits required by First Onsite for performance of each Agreement and a breach of these requirements shall be material and cause for termination:

- **Commercial General Liability (Occurrence Form):** Combined Bodily Injury and Property Damage Liability; General aggregate – \$500,000; Products Completed Operations - \$500,000; Each Occurrence - \$500,000; and Personal Injury - \$500,000
- **Business Auto Policy:** Combined Bodily Injury and Property Damage Liability (Combined Single Limit) - \$500,000 Each Accident and Liability Coverage for the following must be included; Any Automobile OR owned Non-owned and Hired Automobiles
- **Worker's Compensation and Employer's Liability:**
  - Coverage A - Statutory Coverage: As required by the State in which the Work is performed
  - Coverage B: Employer's Liability Coverage: \$500,000 Each Accident, \$500,000 Disease, Policy Limit and \$500,000 Disease, Each Employee
- **Provide a Waiver of Subrogation Endorsement included in favor of First Onsite and Owner**
- **Policy form must be ISO CG0001 or its equivalent and the following endorsements are required:**
  - First Onsite and Owner, their subsidiaries, directors, officers, employees, and agents shall be included as Additional Insureds for Ongoing Operations (Form CG20 33 10/01) AND for completed operations (Form CG 20 37 10/01), or their equivalent on a combined form, under Subcontractor's policy.
  - The policy shall be endorsed to be primary and non-contributory with any insurance maintained by First Onsite and Owner, their subsidiaries, directors, officers, employees and agents.

No exclusions can be attached for: exclusion of work performed by Subcontractor or residential work. Subcontractor shall maintain Products and Completed Operations Insurance and the Additional Insured and primary and non-contributory coverages as specified herein for the period of time specified in the statute of repose for the state in which the project is located. Subcontractor shall provide copies of the Additional Insured endorsements to First Onsite.

**Termination for Default:** If the Subcontractor shall, at any time, refuse or neglect to supply sufficient properly skilled workmen, materials, tools, or equipment of the proper quantity or quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail to correct any defective Work, or cause by any action or omission the stoppage or interference with the work of First Onsite or other subcontractors, or fail in the performance of any of the covenants, agreements, representations and/or warranties herein contained or set forth in the Prime Contract, or be unable to meet Subcontractor's debts as they mature, or fail to promptly pay suppliers or sub-subcontractors, or have its suppliers or sub-subcontractors claim non-payment, First Onsite may at its option, back-charge Subcontractor for the damages sustained by First Onsite including taking such action as it may deem appropriate to resolve such claim of Subcontractor's suppliers or sub-subcontractors or terminate the Subcontractor's right to proceed with the Work by notifying Subcontractor of such termination. First Onsite shall deduct the cost thereof, including, without restriction thereto, all charges, expenses, losses, costs, and damages, and attorneys' fees and costs incurred as a result of the Subcontractor's failure to perform, from any money then due or thereafter become due to the Subcontractor. Subcontractor shall be liable for all such damages sustained by First Onsite in completing the Work.

**Additional Obligations of Subcontractor:** Subcontractor shall comply with all safety regulations of the federal, state, local and municipal authorities, and agrees to comply with all requirements to the Occupations Safety and Health Act of 1970, and all regulations promulgated thereof. Subcontractor shall take reasonable safety precautions with respect to performance of the Work and shall comply with safety measures initiated by First Onsite and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property. Subcontractor shall report to First Onsite, within 24 hours, any injury to an employee or agent of the Subcontractor, which occurred at the Project. Personal Protective Equipment ("PPE") is required on First Onsite Projects: Hard hat, safety glasses, proper work shoes, long pants, shirts with sleeves, no tank tops, and other safety equipment as deemed required to perform the Work and meet OSHA standards. Subcontractor shall comply with any applicable Fair Labor Standards Act requirements as promulgated by the U.S. Department of Labor, the U.S. Immigration Reform and Control Act of 1986, and all data privacy laws such as the California Consumer Privacy Act. For all Work that requires Davis-Bacon and/or prevailing wage compliance ("Prevailing Wage"), Subcontractor shall comply with any and all federal, state or local Prevailing Wage requirements, shall submit certified Project payroll reports, shall pay wages in accordance the Prevailing Wage requirements, shall provide submissions of certified Project payroll reports, and the records retention requirements of the Prevailing Wage provisions. Subcontractor shall at all times comply with all applicable laws relating to the screening, hiring and employment of all labor forces used in connection with its provision of the Work, including those relating to citizenship or legal work status, including the U.S. Immigration Reform and Control Act of 1986, as amended, and its successors, if any, and any implementing regulations therefor. Subcontractor shall not assign Work to be performed to anyone who is not legally permitted to perform such Work, and if any personnel performing any of the Work is discovered not to be so permitted, Contractor shall immediately remove such personnel from performing any Work and replace such personnel with personnel who is so permitted. Subcontractor hereby indemnifies and agrees to hold First Onsite harmless from and against any and all costs, damages, attorneys' fees, expenses, fines, liquidated damages or the like that are imposed upon First Onsite, and ultimately Subcontractor, on account of Subcontractor's failure or alleged failure to comply with federal, state and local laws. Subcontractor shall not discriminate against any employee or applicant because of race, creed, color, age or national origin and shall comply with federal, state and local laws, social security laws and unemployment compensation laws insofar as applicable to the performance of this Agreement. If Subcontractor finds a discrepancy in the scope of Work, drawings, plans, and specifications, Subcontractor shall request a written clarification from First Onsite. If Subcontractor does not notify First Onsite in writing and continues with Work, Subcontractor shall pay for all materials, equipment and labor used in the performance of this Agreement until Subcontractor notifies First Onsite in writing of such discrepancy. Subcontractor shall have a qualified superintendent approved by First Onsite on the job site at all times. All communications and correspondence shall be directed to First Onsite only. Written approval from First Onsite shall be obtained prior to any communication and/or correspondence with the Owner. Any modifications made by the Subcontractor to this Agreement, without written approval from First Onsite, shall be null and void and have no effect on this Agreement. Subcontractor shall pay interest at the maximum lawful interest rate or 1.5% per month, whichever is lower upon all amounts due to First Onsite under this Agreement, as well as reasonable costs and attorneys' fees incurred by First Onsite in and the enforcement of collection of the same. Subcontractor recognizes and acknowledges that breaches of some of the obligations imposed by this. The existence of any claim or cause of action by Subcontractor against First Onsite shall not constitute a defense to the enforceability of this Agreement.