



# TRACK UTILITIES, LLC.

Utility Infrastructure Developers

441 W. Corporate Drive .: Meridian, ID 83642

Office (208) 362.1780 .: Fax (208) 362.1788

[www.trackutilitiesllc.com](http://www.trackutilitiesllc.com)

## Subcontract Agreement

This sub-Contractor Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and between the parties hereinafter called:

<b>Contractor:</b> Track Utilities, LLC 441 W Corporate Dr. Meridian, ID 83642	<b>Contact:</b> Phone: 208-362-1780 Fax: 208-362-1788
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<b>Sub-Contractor:</b>	<b>Contact:</b> Phone: Fax:
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### Payment for Services:

All invoices will be paid at Net 30 days (or per vendor terms as specified) upon submission of approved receipt.

The Contractor may deduct, from any amounts due or to become due to the Sub-Contractor, any sum or sums owed by Sub-Contractor or Sub-Contractor affiliated entities to Contractor or Contractors entities under any agreement; and in the event of any breach by Sub-Contractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against Contractor or the project Site arising out of Sub-Contractors performance of this Agreement, Contractor shall have the right to retain, out of any payments due or to become due to Sub-Contractor from any and all loss, damage or expense therefrom, until the situation has been satisfactorily remedied or adjusted by Sub-Contractor.

### Execution of Duties:

To keep informed of the actual progress of operations and to begin the work herewith contracted as soon as the Project is ready for such work or, in any event, within five (5) days after being notified by the Contractor to do so. The Sub-Contractor has received and reviewed a copy of the General Contract. Contractor may remove or redirect any portion of the General contract not applicable to the Sub-contractor.

To prosecute the work at such times, in such order, and in such places as the Contractor reasonably directs; and to coordinate his work with the Contractor and other Sub-Contractors so that all scheduled operations

on the Project may proceed in an orderly and efficient manner and be completed within the time set forth in the General Contract.

To accept the assessment of liquidated damages and such other damages for delays occasioned by the failure of the Sub-Contractor to carry out the provisions of this Agreement. No extensions without the written consent of the Contractor and Owner.

**Insurance:**

To obtain, effect, maintain and pay for all workers' compensation insurance that may be required by the General Contractor by law and public liability insurance protecting the Sub-Contractor against claims for bodily injury, death or damage to property and for such other risks as are specified below occurring upon, or in connection with, the execution of work covered under this Agreement. Contractor shall be named as an additional insured on Sub-Contractor's policy and Contractor shall receive at least thirty (30) days' written notice prior to cancellation, non-renewal or alteration in the terms of the policy. In no event shall insurance be less than specified by the Contract, but in any event shall not be less than as follows.

Bodily Injury Including Automobile	\$1,000,000.00 each person \$1,000,000.00 each occurrence
Property Damage Liability Products	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Property Damage-Auto	\$1,000,000.00 each occurrence
Other	\$1,000,000.00
Umbrella	\$1,000,000.00 each period
Work Comp	\$1,000,000.00 each occurrence

Said insurance shall be primary and non-contributory with respect to Contractor's Insurance and is to be in a form and issued by a company or companies satisfactory to the Contractor. Sub-Contractor shall furnish to the Contractor, when and as often as requested, satisfactory evidence that they have complied with requirements of the Section. If the Contractor or the Owner has an Owner Controlled Insurance Program (OCIP) and/or Certified Payroll Project, The Sub-Contractor shall submit to the Contractor payroll reports on the first business day after the end of each pay period. Each such insurance policy shall also provide that the insurer waives all rights of the subrogation which such insurer may have against Contractor.

**Safety**

To protect the work of construction adequately and properly by lights, barriers, supports, signs and guards so as to avoid injury or damage to persons or property and to be directly responsible for damages to persons and property occasioned by failure to do so, or by any negligence of the Sub-Contractor or any officers, directors, agents or employees in the performance of the work. The standards of protection shall not be less than those required by law or required by the Engineer in accordance with the terms of the General Contract.

**Employment Matters:**

The Sub-Contractor shall not refuse to hire, accept, register, classify or refer for employment or otherwise discriminate in employment against employee or applicant because of age, race, creed, color, sex, national origin, religion, or disability of such applicant or employee unless based upon the nature of the occupation.

**Non-Compete:**

The Sub-Contractor, from the date of this agreement and for one (1) year after the completion of its work on the contract, will not directly or indirectly, be employed by or the contract with the Owner or any of its affiliates or subsidiaries. Affiliates include, but not limited to all employees, agents, subsidiaries, or other entities of the Owner.

**Confidential Information:**

Since the Sub-Contractor has obtained confidential information in the course of its work with the Contractor, particularly in the field of the special techniques as well as Owner’s information and any other customer information, the Sub-Contractor for itself and on behalf of its employees, hereby agrees that it will not without written consent of the Contractor at any time disclose such information.

**Compliance with Laws:**

Sub-Contractor agrees to comply with all applicable federal, state and municipal laws and/or ordinances and regulations effective where the work is to be performed under this Agreement and to pay all costs and expenses connected with such compliance; to pay all taxes, assessments and premiums under federal social security act or any applicable unemployment insurance, diasabilitiy benefit, old age benefit or retirement act, all sales and use taxes, all personal property taxes, all transportation taxes and all other taxes payable by reason of the Sub-Contractor’s work; and to furnish all necessary reports and information to the appropriate federal, state, and municipal agencies with respect to all of the foregoing, the same as though the Sub-Contractor was in fact the Contractor.

**Amendment:**

Any increases, changes or modifications to the Agreement shall be unenforceable unless they are in writing and signed by authorized parties. Invoices, proposals, rate quotes, bills of ladings or like documents shall not modify the terms of this Agreement, unless this Agreement is specifically referenced and such subsequent document is signed by a Vice President or member of Contractor.

**Continued Relationship:**

In the event the parties agree to work on any subsequent projects without executing a standard sub-contract agreement, the terms of the Agreement shall apply, except that the Central Contract shall be replaced with the general contract of the subsequent project and Owner and Engineer shall be replaced with the owner and the engineer on the subsequent project.

**Track Utilities, LLC**

Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
Sub-Contractor

By: \_\_\_\_\_