

Subcontractor Agreement

Made as of the _____ day of _____ 20__ between **Contractor,**
Geofill Material Technologies LLC dba Geofill Construction, 9900 Doerr Lane, Schertz,
Texas 78154, Phone: 210-599-3100, Fax: 210-599-3107, Contact Person: ____
_____ and **Subcontractor,** _____
_____, Address: _____

Email: _____, Phone: _____

Fax: _____ Contact Person: _____

The work of the Contract:

In consideration of the mutual promises contained in this Subcontractor Agreement, the parties agree as follows: Each project on which subcontractor works will be described in writing and will be agreed upon by both parties to this contract. Written proposal from Subcontractor will be presented to Contractor prior to beginning work.

Subcontractor will complete the work in accordance with any applicable plans and specifications and in a workmanlike manner, meeting all local and state building codes, including the Uniform Building Code or other applicable local regulations.

Payment for Services:

Payment arrangements will be made with Subcontractor for each individual job upon receipt and acceptance of proposal from Subcontractor.

Permits:

Subcontractor shall comply with all laws, ordinances, rules and regulations of public authorities and will secure and pay for permits, fees, licenses and inspections necessary for proper completion of the work unless otherwise provided for between Contractor and Subcontractor prior to beginning work.

Working Conditions:

Subcontractor shall remove all waste, debris and excess material created by the work performed or the Subcontractor's employees from the job site. Job will be supervised and expedited by an individual of the Subcontractor who will be responsible for provision/supervision of adequate personnel and other necessary resources to meet contract requirements.

Safety:

All reasonable safety precautions shall be taken and shall comply with any and all applicable laws, rules, and regulations. Any violation of safety rules can result in safety violation notices, suspension or termination by Geofill in accordance with company policy.

For the wellbeing of all workers on the jobsites, it is imperative that each subcontractor is aware of and abides by current safety regulations. Any questions as to the appropriate safety measures should be addressed as they are recognized. It is expected that subcontractors stay up to date on safety rules by OSHA or any other regulating entity as it applies to their work.

Indemnification:

To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless the Owner, Project Manager, Contractor, agents and employees of any of them from and against all claims, damages, losses and expenses arising out of or resulting from performance under this contract provided that any such claim, damage, loss or expense is attributable, in whole or in part, to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property to the extent caused by the negligent acts or omissions of the Subcontractor, their subcontractors, anyone employed by them or anyone for whose acts they may be liable.

Certificates of Insurance:

To satisfy the requirements of our insurance carrier, it is essential for us to maintain Certificates of Insurance from our subcontractors with Geofill Material Technologies as Additional Insured on the General Liability insurance along with a waiver of subrogation in favor of Geofill Material Technologies.

Our General Liability carrier requires an independent contractor/subcontractor to provide a certificate of insurance listing insurance carriers that have a Best rating of no less than "A - VII" with the following limits:

| | |
|---|-------------|
| General Aggregate Limit (Other than Products-Completed Operations) | \$2,000,000 |
| Products-Completed Operations Aggregate Limit | \$2,000,000 |
| Personal and Advertising Injury Limit | \$1,000,000 |
| Each Occurrence Limit | \$1,000,000 |

If you do not have these limits in place, please address this with your insurance agent.

Auto Liability insurance with a limit of \$1,000,000

The Certificate of Insurance should also list your Workers Compensation carrier. If you do not carry Workers Compensation insurance, you must sign the enclosed DWC-85 agreement that affirms an independent relationship and return the original to Geofill.

Applicable Law:

This Agreement shall be governed by the laws of the State of Texas.

This Agreement entered into as of the day and year first written above.

**Geofill Material Technologies
dba Geofill Construction**

Subcontractor

Signature

Signature

Printed Name & Title

Printed Name & Title