

# CLEANING SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [CONTRACTOR NAME], a Corporation with an address of [CONTRACTOR ADDRESS] (the "Contractor"), and [SUBCONTRACTOR NAME], a Llc with an address of [SUBCONTRACTOR ADDRESS] (the "Subcontractor"). Contractor and Subcontractor are each a "Party" and together the "Parties."

## Recitals

WHEREAS, Contractor has entered into an agreement dated with [PROJECT OWNER NAME] (the "Owner") for construction work at [PROJECT PROPERTY ADDRESS] on the project known as [PROJECT NAME] (the "Project"), such agreement being the "Original Contract";

WHEREAS, Contractor wishes to engage Subcontractor to perform a portion of the work under the Original Contract; and

WHEREAS, Subcontractor represents that it is duly licensed, qualified, experienced, and insured to perform such work;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the Parties agree as follows.

## 1. Scope of Work / Services

Subcontractor shall furnish all labor, materials, tools, equipment, supervision, and services necessary to perform the following (the "Services"):

[SCOPE OF WORK SUMMARY]

Subcontractor shall perform the Services in a good and workmanlike manner, in accordance with applicable plans, drawings, specifications, building codes, and industry standards, and in compliance with all applicable federal, state, and local laws.

**Time of performance.** Subcontractor shall commence the Services on \*\*\*\* and shall achieve substantial completion no later than \*\*\*\*, subject to excusable delays under Section 7 below. Timely performance is a material term of this Agreement.

**Exhibit A — Statement of Work.** The detailed Statement of Work attached as **Exhibit A** (including deliverable specifications, milestone schedule, acceptance criteria, and any revision procedures) is incorporated by reference. In the event of a conflict between the body of this Agreement and Exhibit A, Exhibit A controls as to technical scope; this Agreement controls as to legal and commercial terms.

## 2. Original Contract — Flow-Down

Subcontractor acknowledges receipt of a copy (or reasonable access to a copy) of the Original Contract. To the extent applicable to the Services, Subcontractor assumes toward Contractor all of the obligations and responsibilities that Contractor has assumed toward Owner under the Original Contract, including, without limitation, obligations relating to scheduling, quality, safety, insurance, compliance, and change management. In the event of conflict between this Agreement and the Original Contract, the terms more protective of Contractor and Owner shall apply to Subcontractor, except where such application would be unlawful or unconscionable.

## 3. Subcontract Price and Payment

**Price structure.** Compensation is on a **Fixed Price** basis.

**Total subcontract price.** The total subcontract price (or not-to-exceed amount for hourly/T&M engagements) is \*\*\*\*\*( ) (the "Subcontract Price").

**Payment schedule.** Payment shall be made on a **Monthly Progress** basis upon Subcontractor's submission of invoices, applications for payment, or timesheets (as applicable), together with supporting documentation and, for construction work, executed lien waivers covering prior payments.

**Retainage.** Contractor may withhold retainage in the amount of **10%** of each progress payment. Retainage shall be released to Subcontractor upon final completion and acceptance of the Services, and in any event in accordance with applicable state prompt-payment law.

**Payment linkage.** Contractor shall pay Subcontractor within a reasonable time after Contractor receives corresponding payment from Owner. Receipt of payment from Owner is a timing mechanism only and is not a condition precedent to Contractor's obligation to pay Subcontractor.

## 4. Change Orders

Any change in the scope, specifications, schedule, or price of the Services must be authorized in writing by a signed change order. Subcontractor shall not be obligated to perform — and shall not be entitled to compensation for — extra work absent a signed written change order, except as required to protect life, property, or the Project from imminent harm (in which case Subcontractor shall promptly notify Contractor in writing and a change order shall be issued retroactively).

**Price-adjustment dispute.** If the Parties cannot agree on a price adjustment for a directed change order, Subcontractor shall nevertheless proceed with the change-order work, and the unresolved pricing matter shall be submitted to arbitration under the laws of the State of [STATE] within thirty (30) days from issuance of the change order. The arbitrator shall award Subcontractor reasonable profit in addition to its direct costs and reasonable overhead.

## 5. Insurance

Prior to commencing the Services and continuously through final completion, Subcontractor shall maintain, at its own expense, the following insurance with financially responsible insurers licensed in the state where the Project is located:

- **Commercial General Liability (CGL):** not less than \$1,000,000.00 per occurrence, with coverage for bodily injury, property damage, products/completed operations, and contractual liability;
- **Workers' Compensation** at statutory limits, and **Employer's Liability** of not less than \$1,000,000;
- **Automobile Liability** of not less than \$1,000,000 combined single limit for owned, hired, and non-owned vehicles;
- **Umbrella / Excess Liability** of not less than \$2,000,000 on construction projects; and
- such other coverage as the Original Contract requires of Contractor for Subcontractor's scope.

Subcontractor shall furnish Contractor with a Certificate of Insurance (COI), and any endorsements required by this Agreement, before commencing Services. Each policy shall require the insurer to give Contractor not less than thirty (30) days' prior written notice of cancellation or material change.

**Additional Insured.** Contractor (and, where the Original Contract requires, Owner and any construction lender) shall be named as Additional Insured on Subcontractor's CGL and excess/umbrella policies on a primary and non-contributory basis, using ISO forms CG 20 10 and CG 20 37 (or equivalent). Subcontractor's insurance shall be primary with respect to any liability arising out of Subcontractor's scope of work.

## 6. Indemnification

To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from Subcontractor's performance of the Services, but only to the extent caused by the negligent or wrongful act or omission of Subcontractor, its employees, agents, or sub-subcontractors, or by Subcontractor's breach of this Agreement. Subcontractor's obligation shall not extend to claims caused by the sole negligence or willful misconduct of Contractor.

## 8. Unforeseen Conditions, Force Majeure, and Delay

**Differing site conditions.** If Subcontractor encounters concealed physical conditions at the Project site that differ materially from those indicated in the contract documents or ordinarily encountered in the work of the character involved, reasonable additional costs shall be the responsibility of Owner (through Contractor), not Subcontractor, and Subcontractor shall not be responsible for resulting delays.

**Force Majeure.** Neither Party shall be liable for delay or failure to perform caused by events beyond its reasonable control, including: acts of God; fire; explosion; vandalism; severe weather; labor strikes; orders or acts of military or civil authority; national emergencies; insurrections; riots; wars; terrorist acts; **pandemics, epidemics, quarantines, and government-mandated shutdowns; material and supply-chain disruptions not reasonably foreseeable; and cyber events (including ransomware and large-scale service outages) not caused by the affected Party's negligence.** The affected Party shall promptly notify the other Party, use reasonable efforts to mitigate, and resume performance as soon as reasonably practicable.

**Delay damages reservation.** Nothing in this Agreement precludes Contractor's right to recover from Owner, design professionals, or others (not Subcontractor) delay damages caused by their acts or omissions.

## 9. Independent Contractor Relationship

The Parties are independent contractors. Nothing herein creates a partnership, joint venture, agency, or employer-employee relationship. Neither Party has authority to bind the other.

## 10. Default and Cure

**Events of default.** Each of the following is a material default: (a) Contractor's failure to make a required payment when due; (b) insolvency or bankruptcy of either Party; (c) subjection of either Party's property to levy, general assignment for creditors, or governmental seizure; or (d) Subcontractor's failure to perform the Services in the time and manner required.

**Cure.** The non-defaulting Party may elect to terminate this Agreement if the default is not cured within **10 days** after written notice describing the default with reasonable specificity. All other rights and remedies available at law or in equity are preserved.

## 11. Access, Signage, and Design Plans

Subcontractor shall have reasonable access to the Project site during the term of this Agreement and shall coordinate with other subcontractors. Subcontractor may erect one temporary sign identifying itself on site, appropriate in appearance and size and compliant with applicable law. Contractor shall make plans, specifications, drawings, blueprints, and similar documents available to Subcontractor; such materials remain Contractor's property and shall be returned upon completion.

**OSHA — Multi-Employer Worksite.** Subcontractor is independently subject to the Occupational Safety and Health Act, 29 U.S.C. §651 et seq., and to OSHA's multi-employer citation policy. Subcontractor shall comply with all OSHA standards applicable to its scope and shall immediately report to Contractor any injury, fatality, citation, or imminent hazard.

## 12. Sub-Subcontractors (Consent Required)

Subcontractor shall not engage any sub-subcontractor to perform any portion of the Services without Contractor's prior written consent, which shall not be unreasonably withheld. Subcontractor remains fully responsible for the acts, omissions, and performance of any approved sub-subcontractor and for ensuring that each sub-subcontractor is bound by written terms at least as protective as this Agreement.

## 13. Confidentiality

Subcontractor shall hold in confidence, and shall not use except for the purposes of this Agreement, all non-public information of Contractor, Owner, or any customer or counterparty that Subcontractor receives or accesses in connection with the Services, including plans, specifications, designs, methodologies, customer lists, and pricing. This obligation continues during the term and for three (3) years after completion or termination, and indefinitely with respect to trade secrets.

## Lien Rights and Statutory Notices

### General Provisions

**Governing Law.** This Agreement shall be governed by the laws of the State of [STATE], without regard to conflict-of-laws principles.

**Mediation; Arbitration.** The Parties shall first attempt in good faith to resolve any dispute through non-binding mediation in [VENUE CITY], [STATE] for thirty (30) days. If unsuccessful, the dispute shall be resolved by binding arbitration administered by the American Arbitration Association under its **Construction Industry Arbitration Rules**, seated in [VENUE CITY], [STATE].

**Notices.** Notices required or permitted hereunder shall be in writing and delivered by any of the following methods elected by the Parties: personal delivery; certified mail, return receipt requested; overnight courier with tracking; or email with acknowledgment of receipt, to the addresses in the preamble. Notice is effective upon receipt (or refusal of receipt), or on the third business day after mailing if undelivered.

**Assignment.** Neither Party may assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld; assignment by operation of law in connection with a merger or sale of substantially all of a Party's assets is permitted subject to written notice to the other Party.

**Entire Agreement.** This Agreement, together with Exhibit A, and the incorporated portions of the Original Contract, constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior and contemporaneous agreements, whether oral or written.

**Amendment.** This Agreement may be modified only by a writing signed by both Parties.

**Waiver.** No waiver of any breach is a waiver of any other breach. Acceptance of payment or performance after a breach is not a waiver. Failure or delay in exercising any right does not preclude later exercise.

**Severability.** If any provision is held invalid, the remainder shall continue in full force, and the invalid provision shall be reformed to the minimum extent necessary to be enforceable.

**Binding Effect.** This Agreement binds and benefits the Parties and their respective heirs, representatives, successors, and permitted assigns.

**Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts. Electronic signatures are valid and binding under the federal ESIGN Act (15 U.S.C. §7001) and applicable state UETA.

## Signatures

IN WITNESS WHEREOF, the Parties have executed this Subcontractor Agreement as of the Effective Date.

### General Contractor

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE

### Subcontractor

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE

## Exhibit A — Statement of Work

**Project:** [PROJECT NAME] **Subcontractor:** [SUBCONTRACTOR NAME] **Commencement:**  
**Substantial Completion:**

**Detailed scope, deliverables, and specifications.**

[SCOPE OF WORK SUMMARY]

**Milestones.** Milestone dates, deliverable descriptions, and corresponding payment amounts shall be set forth in a milestone schedule signed by both Parties and incorporated into this Exhibit A upon execution. Absent an executed milestone schedule, the Parties shall proceed on a good-faith basis consistent with industry practice and the scope summary above.

**Acceptance criteria.** Each deliverable shall be deemed accepted upon the earlier of (i) Contractor's written acceptance, or (ii) ten (10) business days after delivery without written objection identifying specific non-conformances.

**Revisions.** Revisions to scope or deliverables require a written change order under Section 4.