

Subcontractor Agreement

American Wolf Construction — Insurance, Indemnity, Schedule & Performance

Effective Date	
Subcontractor Name	
Subcontractor Address	

This Subcontractor Agreement (“Agreement”) is entered into by and between American Wolf Construction (“Contractor”) and the subcontractor identified above (“Subcontractor”). This Agreement governs Subcontractor’s performance under any Work Order, purchase order, scope, or project assignment issued by Contractor.

1. Scope and Performance of Work

Subcontractor shall furnish all supervision, labor, materials, tools, equipment, transportation, and other resources required by the applicable Work Order unless expressly stated otherwise. Subcontractor is responsible for the means and methods of its Work and shall perform in a professional and workmanlike manner consistent with the plans, specifications, applicable codes, manufacturer requirements, and Contractor instructions.

Subcontractor shall promptly correct incomplete, defective, or nonconforming Work for which Subcontractor is responsible.

2. Indemnification and Liability

To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor and its officers, employees, and agents from claims, damages, demands, losses, expenses, fines, causes of action, suits, or other liabilities arising out of or resulting from Subcontractor’s Work, but only to the extent caused by the acts or omissions of Subcontractor, its employees, agents, suppliers, or sub-tier subcontractors. This obligation is subject to applicable law and does not require indemnification for liability that cannot lawfully be shifted to Subcontractor.

Subcontractor shall impose contractual risk-transfer and insurance obligations consistent with this Agreement upon all sub-tier subcontractors it hires for the Work.

3. Insurance Requirements

Before commencing Work, and throughout performance and any period required by an applicable Work Order, Subcontractor shall maintain insurance at its own expense and provide certificates and endorsements upon request.

Coverage	Minimum Limits
Commercial General Liability — each occurrence (bodily injury and property damage)	\$1,000,000
Commercial General Liability — general aggregate	\$2,000,000
Commercial General Liability — products and completed operations aggregate	\$2,000,000
Commercial General Liability — personal and advertising injury	\$1,000,000
Commercial Automobile Liability — owned, hired, and non-owned vehicles, combined single limit per accident	\$1,000,000
Workers' Compensation	Statutory
Employers' Liability — each accident	\$1,000,000
Employers' Liability — disease, policy limit	\$1,000,000
Employers' Liability — disease, each employee	\$1,000,000

Limits stated above apply unless law or an applicable Work Order requires higher limits.

Additional insured and endorsements

Contractor shall be named as an additional insured on Subcontractor's commercial general liability and automobile liability coverage where applicable. For CGL coverage, Subcontractor shall use ISO forms CG 20 10 07 04 and CG 20 37 07 04, or equivalent, and shall provide primary and non-contributory coverage and waiver of subrogation in favor of Contractor where commercially available and permitted by law.

4. Schedule Compliance, Attendance, and Completion

| Time and reliable performance are material requirements of this Agreement.

Subcontractor shall comply with start dates, completion dates, sequencing, site attendance requirements, and reasonable schedule updates communicated by Contractor or its Project Manager. Subcontractor shall provide sufficient manpower and resources to maintain the schedule.

A schedule or performance failure includes, without limitation:

- Failure to be onsite when scheduled, or failure to maintain required attendance.
- Failure to provide adequate manpower, supervision, materials, or resources to maintain the schedule.
- Failure to finish assigned tasks or portions of the Work within the required time.
- Leaving Work incomplete without Contractor authorization.
- Failure to return as scheduled to complete or correct Work.

Progressive response

Unless Contractor determines that immediate action is reasonably necessary to protect safety, property, quality, or the Project schedule, schedule and performance failures will generally be addressed as follows:

Occurrence	Action
First — Warning	Subcontractor receives a warning identifying the failure and is expected to correct the issue immediately.
Second — Notice	Subcontractor is placed on formal notice that another schedule or performance failure may result in removal, supplementation, or replacement.
Third — Removal and Supplementation	Contractor may remove Subcontractor from the Project and supplement or replace Subcontractor's labor or scope as reasonably necessary to maintain the Project schedule.

Contractor may bypass or accelerate this progression for abandonment, serious or repeated delay, safety concerns, material breach, or circumstances reasonably requiring immediate action. Subject to the applicable Work Order and law, Subcontractor may be responsible for reasonable direct costs caused by its failure to perform, including reasonable completion or supplementation costs.

5. Coordination, Delays, and Notice

Subcontractor shall immediately notify Contractor of any condition that may delay or interfere with the Work, including material lead times, access issues, conflicts, missing information, or dependencies on other trades.

Subcontractor shall not make commitments to an owner regarding schedule changes, change-order approval, or additional compensation unless authorized by Contractor.

Subcontractor shall cooperate with updated schedules resulting from approved changes, owner decisions, material availability, or other project conditions. Contractor will communicate material schedule revisions to affected project participants as reasonably practicable.

6. Changes to the Work

Subcontractor shall not perform extra or changed Work for additional compensation without written authorization from Contractor, except emergency work expressly directed by Contractor. Any request for additional compensation or time shall be submitted promptly with supporting information.

No owner or third party may authorize additional compensation to Subcontractor on Contractor's behalf unless Contractor confirms that authority in writing.

7. Safety, Laws, and Site Requirements

Subcontractor shall comply with all applicable laws, codes, licensing requirements, safety requirements, and Contractor's reasonable site rules. Subcontractor is responsible for the safety of its employees, agents, sub-tier subcontractors, equipment, and operations.

Subcontractor acknowledges that it has been provided access to, or a copy of, the American Wolf Construction Subcontractor Safety Program and agrees to comply with and enforce its requirements while performing Work for Contractor.

In lieu of using the AWC Subcontractor Safety Program, Subcontractor may provide Contractor with a written copy of Subcontractor's own safety manual or written safety program before commencing Work. Any Subcontractor-provided safety program must comply with applicable laws and project-specific safety requirements. Contractor may require compliance with additional or more stringent project-specific safety requirements when applicable.

Subcontractor shall ensure that its employees and sub-tier subcontractors are informed of and comply with the applicable safety requirements. Failure to follow required safety practices may result in suspension or removal from the Project and may constitute a material breach of this Agreement.

Safety program election (check one)

- ☐ Subcontractor will use the AWC Subcontractor Safety Program.
- ☐ Subcontractor has provided its own written safety manual or program to AWC.

8. Independent Contractor

Subcontractor is an independent contractor and is not an employee, partner, joint venturer, or agent of Contractor. Subcontractor is responsible for its personnel, payroll, taxes, benefits, insurance, and employment obligations.

9. Termination and Remedies

Contractor may terminate or suspend Subcontractor's Work for material breach, failure to maintain required insurance, failure to perform, schedule failure, safety concerns, abandonment, or other grounds stated in an applicable Work Order. Contractor's exercise of a remedy under this Agreement does not waive other rights or remedies available under the Work Order or applicable law.

10. Entire Agreement; Work Orders; Governing Law

This Agreement and each applicable Work Order constitute the agreement governing the assigned Work. If a Work Order contains project-specific requirements, those requirements supplement this Agreement; any direct conflict should be resolved by the more specific written requirement unless the Work Order states otherwise.

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law principles. The parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Maricopa County, Arizona for the resolution of any dispute arising out of or relating to this Agreement. Each party waives any objection to venue in such courts and waives any claim that such courts constitute an inconvenient forum.

11. Acknowledgment and Signatures

By signing below, each party acknowledges that it has read and agrees to this Agreement. Subcontractor acknowledges that compliance with insurance, schedule, attendance, completion, safety, and written change requirements is a condition of performing Work for Contractor.

SUBCONTRACTOR	CONTRACTOR — AMERICAN WOLF CONSTRUCTION
By: _____	By: _____
Printed name: _____	Printed name: Adam Gillespie
Title: _____	Title: President
Date: _____	Date: _____

American Wolf Construction · 9221 E Baseline Rd, Ste 109-202, Mesa, AZ 85209 · (480) 636-7261 · KB1 Licensed, Bonded & Insured

