



C. P. BERRY

CONSTRUCTION

11 Sylvan Street, Suite 2 * Danvers, MA 01923
Phone 978-887-1188
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General Contract Agreement for All Subcontractors'

General Contractor: C.P. Berry Construction Co., Inc,
Subcontractor:
Project: All and Any work preformed for C.P. Berry Construction Co., Inc.
Dates: January 1, through December 31.

Insurance:

A. Minimum Coverage which the Subcontractor must carry:

General Liability

\$1,000,000	Each Occurrence – Bodily Injury and Property Damage
\$2,000,000	General Aggregate
\$2,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal and advertising Injury
\$ 100,000	Fire Damage (any one fire)
\$ 5,000	Medical Expense (any one person)

Includes: Premises and Operations

Products and Completed Operations
Owners and Contractors Protective
Contractual Liability
Employees as Additional Insured's
Broad Form Property Damage Liability
Host Liquor Liability
Incidental Medical Malpractice

Workers' Compensation and Employer's Liability – Massachusetts

(Policy must include coverage for Sole Proprietor, Partners, Corporate Officers, LLC Members, etc.)

\$100,000	Each Accident
\$500,000	Disease Policy Limit
\$100,000	Disease Each Employee

Automobile Liability

\$1,000,000	Combined Single Limit Bodily Injury & Property Damage
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- B. Failure to maintain current insurance will result in holding back of contract payments.
- C. Certificates of Insurance, evidencing the afore-stated current coverages maintained by the Subcontractor, must be sent to the General Contractor's office before any work commences and before any contract payments will be made.
- D. *C.P. Berry Construction Co., Inc. also known as C.P. Berry Homes must be listed as an additional named insured on the Certificate of Insurance and Cancelation Notification is required. Subcontractors insurance policy will be primary.*
- E. To the fullest extent permitted by law, the Subcontractor agrees to indemnify and hold harmless the General Contractor, the Construction Manager, the Owner, the Architect/Engineer, and all of their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance or failure in performance of the

Subcontractor's work under this Agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from, (2) is caused, in whole or in part, by any negligent act or omission of the Subcontractor or anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, regardless of whether caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the Construction Manager, General Contractor, or any of its agents or employees, by any employee of the Subcontractor, or anyone directly or indirectly employed by the Subcontractor, or anyone for whose acts he may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

- F. The Subcontractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public or government authority having jurisdiction for the safety of persons or property, or to protect them from damage, injury or loss, including but not limited to the Williams-Steiger Occupational Safety and Health Act of 1970. The General Contractor shall have the right, but not the obligation, to order the Subcontractor to correct any practice the General Contractor deems hazardous or unsafe or in violation of any such law, ordinance, rule, regulation or order.
- G. The Subcontractor will require all their subcontractors they bring/hire to our site to comply to this contract.
- H. The contractor agrees that none of its employee, subcontractors and subcontractor's employees shall smoke, consume, be under the influence of or be in the possession of marijuana while acting in the performance of duties under this contract. The contractor shall have in place and shall see that its subcontractors have in place an enforceable policy proscribing such use of marijuana. The word "marijuana" is as defined in Mass. Gen. Laws Chapter 94G. A violation of this policy is grounds for C.P. Berry Construction Company, Inc. terminating this contract for cause and pursuing other remedies.

Requisitions and Payments:

- A. **Requisitions:**
 - a. Requisitions must be mailed or delivered to the General Contractor's business office at: C.P. Berry Construction Co., Inc.– 11 Sylvan Street, Suite 2, Danvers, MA 01923
 - b. Payment for approved requisitions (work that is finished) shall be made within 30 days. Checks are disbursed only on the second and fourth Friday of each month. Invoices must be in at least one week in advance.
 - c. Requisitions must be detailed in an organized, itemized manner.
 - d. As a minimum, requisitions must include for each item, the following:
 - i. Total contract amount
 - ii. Amount of previous requisitions
 - iii. Amount of the current requisition
 - iv. Retainage total to date
- B. **Additional Contracts:** Subcontractor's may hold additional contracts with C.P. Berry Construction Co., Inc. that are held as a separate contract and not in lieu of this signed contract.

Accepted by:

Subcontractor - Signature

Title

Print Name

Date