



SUBCONTRACTOR AGREEMENT

Once you have the following information please send to the office via email, mail, or fax:

1. Signed Subcontract Agreement
2. Liability and Workers Compensation Insurance Certificates: Listing A-Plus Contractors as Additional Insured
3. W9
4. List of vehicles and equipment with plate /serial numbers
5. State where vehicles are licensed to work
6. Any company certifications: SBA SDB, SBA 8A, DBE, MBE, WBE

Fax (636) 486-2503
subcontractor@a-pluscontractors.net

We want to thank you for taking the time to fill this application and for your interest in working with A-Plus Contractors LLC. We pride ourselves in working with great subcontractors to provide outstanding customer service to all our clients. To do this, we require that all our subcontractors have liability insurance, and maintain the same standards of safety as we do for the maintenance of their vehicles and equipment while on the road and while on the job. While you are performing on our job-sites you represent not just your company, you represent A-Plus Contractors LLC and our client. We take work safety very seriously and expect everyone to adhere to the same values.

SUBCONTRACT AGREEMENT

_____ day of _____ 20____ by and between **A-Plus Contractors LLC** and

("Independent Contractor").

A-Plus Contractors LLC is a Missouri Limited Liability Company generally engaged in construction, facility support services, and property management. Independent Contractor is generally engaged in the same or complementary business activities. A-Plus Contractors LLC is contracting with Independent Contractor to provide agreed upon services and will be paid accordingly. This agreement establishes the terms and conditions under which Independent Contractor shall perform on our projects.

1. A-Plus Contractors LLC and Independent Contractor agree:

- a. A-Plus Contractors LLC has contracted with Independent Contractor with the understanding that Independent Contractor is capable of, and will provide, safe, reliable and quality services. Accordingly, Independent Contractor may not subcontract for the performance of services under this agreement without written agreement. At the same time, this agreement contemplates that Independent Contractor may utilize agents, servants or employees to perform the services contracted for under this agreement. Some provisions in this agreement may refer to those agents, servants or employees of Independent Contractor by including the term "subcontractor" to make clear that any person or entity employed by Independent Contractor, regardless of title, is encompassed by such provision. Such references are not to be interpreted as permitting subcontracting, which is prohibited by this paragraph.

2. Nonexclusive Contract.

- a. This Agreement between A-Plus Contractors LLC and Independent Contractor is non-exclusive. Independent Contractor is free to contract to provide services to persons other than A-Plus Contractors LLC. A-Plus Contractors LLC is free to contract with other independent contractors for services.
- b. Independent Contractor is requested to give 24 hours' notice when Independent Contractor will be unable to provide services to A-Plus Contractors LLC.

3. Responsibility for Drivers and Equipment.

- a. Independent Contractor shall be solely responsible for assigning drivers for Independent Contractor's trucks.
- b. Independent Contractor acknowledges that it is responsible for training, supervising and compensating its employees.
- c. Independent Contractor acknowledges that it is responsible for the operation, maintenance, and repair of its trucks and equipment.
- d. All drivers used by Independent Contractor for performing transportation services under this agreement shall have the qualifications and licenses required. Independent Contractor agrees not use an unqualified or disqualified employees, subcontractors, and agents to perform services under any circumstances.
- e. A-Plus Contractors retains the right to control the scope, manner and method of performance of all services performed by Independent Contractor. A-Plus Contractors LLC expects the Independent Contractor to exercise skill and judgment in the execution of the services. The Independent Contractor assumes sole liability and responsibility for their performance and the performance of their employees, subcontractors, and agents.
- f. Independent Contractor shall maintain current motor vehicle registration and current inspection stickers for the trucks and equipment used to provide services and shall be responsible for all operating expenses associated with the operation of the trucks and other equipment used during the term of this agreement.
- g. Independent Contractor's trucks used to provide the transportation services for A-Plus Contractors LLC shall be equipped as required by federal, state, and local law and regulations and municipal or county ordinances in effect from time to time, including, but not limited to, back up alarms, approved tarp installation and engine mufflers.

4. Consideration and Administration Services.

A-Plus Contractor LLC and Independent Contractor agree:

- a. Hauling services shall be based upon the base rate minus **6% Brokerage Fee**.
- b. Other services will be based on negotiated pricing and quantities. Additional contracts may be required.

5. Insurance.

- a. Independent Contractor agrees to, at its expense, obtain and maintain insurance acceptable to A-Plus Contractors LLC as follows:
- b. Worker's Compensation.
The Independent Contractor shall carry and maintain worker's compensation insurance covering all applicable employees, the amount of which shall be specified by applicable law or regulation.

- c. Owner operators with no employees. I certify that I am an “owner/operator” Independent Contractor and by being the sole operator with no additional employees or agents, I am not required to carry Worker’s Compensation insurance.

Signature: _____(Owner / Operator).

- d. Public Liability and Auto Liability Insurance.

The Independent Contractor agrees to carry commercial liability insurance. Not less than One Million Dollars (\$1,000,000) combined single limits, bodily injury and property damage. The Independent Contractor also agrees to carry hired truck and auto liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limits, covering bodily injury and property damage.

- e. Additional Insureds.

A-Plus Contractors LLC shall be named as an additional insured under Independent Contractor’s Liability Insurance policies and such insurance shall be primary to any other insurance, self-insurance and deductibles maintained by A-Plus Contractors LLC, which shall be excess only and shall not be called upon to contribute with the insurance required by the agreement.

- f. Certificates of Insurance.

Independent Contractor agrees to furnish A-Plus Contractors LLC a current certificate of insurance covering compliance with this Agreement before any work is commenced under this Agreement, and upon renewal of each applicable insurance policy. This will occur, minimally, on an annual basis, or on request. Independent Contractor will notify A-Plus Contractors LLC of all policy changes, renewal, non- renewals, cancellations and any changes to coverage.

6. Operational and administrative:

1. No payment for truck or equipment damage on a job-site.
2. Trucks and equipment not in compliance with all applicable laws and regulation will not be permitted on the job.
3. Original tickets should be faxed, emailed, or drop-off at yard by 4:00 PM on Friday.
4. No minimum, travel, wait, or show up time will be paid unless agreed and specified in writing.
5. We pay all invoices when paid. Submit your invoices and supporting paperwork timely.
6. If you turn in invoices and supporting paperwork late you risk getting paid late since we invoice our customers weekly or monthly and we will not make corrections.

7. If we receive invoices or tickets with incorrect date, job name, customer name, job address, without time and loads, it will be considered incomplete and will not be processed until corrected.
8. All tickets must be signed by a designated representative from the contractor with a job number and job location. Unsigned tickets will not be paid.
9. Dump Trucks: All driver must have the following shovel, hard-hat, orange vest, and safety glasses on board. Hard-hat, orange vest, safety glasses and steel toe boots must be worn when outside the cab. Driver responsible for any hand shoveling necessary to maintain clean bed.
10. If we get one complaint from a project supervisor/superintendent, we will bring it to the company's attention. If we have a second complaint, we reserve the right to the cancel this agreement and or corresponding contract.
11. If independent Contractor damages property of a client or any property near a job A-Plus Contractors LLC must be notified immediately so that we can take pictures and mitigate the situation. We make accident reports and keep records up to 5 years. If damages are over \$500.00 A-Plus Contractors LLC reserves the right to make a claim against the subcontractor's insurance policy.
12. Governing Law. The agreement shall be governed by and construed in accordance with the laws of The State of Missouri.
13. Assignment. No party, without the prior written consent of the other party, may assign its rights or obligations under or related to this agreement.
14. Acknowledgement and Agreement to Terms. Independent Contractor acknowledges that Independent Contractor has read and understands this agreement, has had the opportunity to consult an attorney regarding the terms and provisions in this agreement, and agrees to all the terms and provisions herein.

Company: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email: _____

Cell Number: _____

Project Contact (Name and Phone): _____

Subcontractor	Title	Date
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A – Plus Contractors LLC	Title	Date
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