



## CONTRACTOR/SUBCONTRACTOR AGREEMENT

Date \_\_\_\_\_

This agreement is between \_\_\_\_\_  
Contractor/Subcontractor with Federal ID # or SS # of \_\_\_\_\_  
and the Town of Lyman. For good and valuable consideration, the receipt and sufficiency of which is hereby  
acknowledged Contractor/Subcontractor and the Town of Lyman hereby agree as follows;

### Article 1. Statement of Work

From time to time, Contractor/Subcontractor may provide services for the Town of Lyman. It may involve materials for the job, labor and equipment necessary required for said job sites within the State of Maine.

### Article 2. Insurance

The Contractor/Subcontractor, at its own expense shall obtain and maintain in full force and effect without interruption the following minimum levels of insurance, with a Certificate of Insurance evidencing the following coverage. Certificates are to be provided directly to Town of Lyman via regular mail or e-mail before the start of work and upon renewal.

- A. Workers' Compensation: Statutory Coverage for State of Maine with Employers Liability Limits of \$500,000 Each Accident/\$500,000 Policy Limit – Disease/\$500,000 Each Employee – Disease. If you are self-employed (no employees) you must submit a predetermination form from the State of Maine Workers' Compensation Board (call 287-7071 for the application). That certificate must be given to the Town of Lyman before commencement of work. A Waiver of Subrogation in favor of Town of Lyman must also be included.
- B. Commercial General Liability: Covering the legal liability (including liability assumed contractually) of the Contractor/Subcontractor, covering claims for bodily injury and property damage arising out of the services to be performed by the Contractor/Subcontractor, or those working on Contractor/Subcontractor's behalf, in an amount not less than \$1,000,000 per one occurrence, \$2,000,000 general aggregate (subject to a per project general aggregate provision), \$1,000,000 Products/Completed Operations aggregate limit. **Contractor / Subcontractor must name Town of Lyman as additional insured on said policy for both ongoing and completed operations on a primary and noncontributory basis.** A Waiver of Subrogation in favor of Town of Lyman must also be included.
- C. Automobile Insurance covering Bodily Injury & Property Damage Liability (including owned, hired and non-owned autos) with a \$1,000,000 Combined Single Limit. When a company vehicle is onsite, subcontractor must name Town of Lyman as additional insured on said policy on primary and noncontributory basis. A waiver of subrogation in favor of the Town of Lyman must also be included.

### Article 3. Indemnification / Hold Harmless

To the fullest extent permitted by law, the Contractor/Subcontractor shall indemnify, hold harmless and defend Town of Lyman from and against any claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from Contractor/Subcontractor's performance of their work.

### Article 4. General

The Contractor/Subcontractor shall take all safety precautions with respect to the work, shall comply with all safety measures required by Town of Lyman and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property.

The Contractor / Subcontractor shall not assign or sub-let this Contract/Subcontract or any part thereof and shall not assign any money due or to become due hereunder, without first obtaining the written consent of the Town of Lyman. Any attempted assignment in violation of this provision shall be null and void.

In case of default on the part of the Contractor/Subcontractor under the terms of this agreement, the material, supplies and construction equipment of the Contractor/Subcontractor that have been paid for by the Town shall be left on the job. Lyman shall have all legal and equitable remedies.

The Contractor / Subcontractor shall comply with all Federal and State Laws, codes, and regulations and all municipal ordinances and regulations effective where the work under this Contract/Subcontract is to be performed, and to pay all costs and expenses connected with such compliance, to pay all fees and taxes, including sales and use taxes, also to pay all taxes imposed by the State of Maine laws.

Contractor/Subcontractor is an independent contractor and not an employee of Town of Lyman

### Article 5. Warranty

[ ] Contractor/Subcontractor warrants its work for a period of ONE year against all defects in materials or workmanship.

OR

[ ] Contractor / Subcontractor warrants its work as follows:\_\_\_\_\_

### Article 6. Payment

Town of Lyman will accept invoices from Contractor/Subcontractor via e-mail or regular mail. Invoices will be approved, processed and paid in a timely fashion and in accordance to 30-A M.R.S.A §5603.

Subcontractor

Signature\_\_\_\_\_

Print Name \_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

Town of Lyman Representative

Signature\_\_\_\_\_

Print Name \_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_