



STANDARD SUBCONTRACT AGREEMENT

**SUBCONTRACTOR
CONTACT:**

CERM CONTACT:

PROJECT:

**CERM
PROJECT
NUMBER:**

**PRIME
CONTRACT:**

**ESTIMATED
CONTRACT
AMOUNT:**

**MONTHLY
BILLING
INFORMATION:**

Invoices should be submitted by the 5th of each month to AP@CERM.COM

**Valid Minority
Certifications:**
(List all that apply)



STANDARD SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT (hereinafter the “Agreement”) is made effective as of _____ (date to be entered when agreement is fully executed) (hereinafter referred to as “Effective Date”) by and between **CORPORATE ENVIRONMENTAL RISK MANAGEMENT, L.L.C.**, (hereinafter “CERM” or “Prime Contractor”), and, _____, (hereinafter “Subcontractor”). Each of CERM and Subcontractor may be referred to as a “Party” and collectively as the “Parties.”

BACKGROUND

A. CERM has entered, or will enter, into various contracts (“Prime Contract”) with various owners (“Owner”) to provide or perform professional services relating to various projects (“Project”), and

B. From time-to-time CERM may engage Subcontractor to provide certain portions of the Prime Contract requirements under the direction of CERM, and Subcontractor shall provide such services to CERM during the term of this Agreement and in accordance with the Owner’s Prime Contract; and

C. This Agreement sets forth the general terms and conditions which shall govern the relationships and performances of CERM and Subcontractor. Each engagement’s scope of services shall be fully set forth in future Subcontract Work Orders to be executed by the Parties; and

D. CERM and Subcontractor mutually desire to enter into this Agreement for Subcontractor to provide services in accordance with the terms and conditions of this Agreement and the Prime Contract.

In consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. CONTRACT DOCUMENTS

This Subcontractor Agreement, the Prime Contract, and any future Work Orders, are incorporated herein and constitute the entire Subcontractor Agreement between the parties and cannot be changed or altered except by a written instrument signed by both parties. If any term or provision hereunder, or any portion hereof, is held to be invalid or unenforceable, it shall not affect any other term or provision hereunder or any part thereof, unless the invalidity or unenforceability of such term(s) or provision(s) tends to render the Subcontractor Agreement commercially useless to either party, in which case the Subcontractor Agreement shall become null and void.

2. SCOPE OF SERVICES

The Subcontractor agrees to perform all work necessary and required to complete the work as authorized, described, limited, and specified, including, as applicable, the furnishing of all materials, equipment and labor, at the location or locations, and as of the specified completion date or dates, all as specified on the Scope of Work attached hereto as **Exhibit A**, as well as in any future Work Order (the “Services”).

CORPORATE HEADQUARTERS

1990 Lakeside Parkway, Suite 300 · Tucker, GA 30084

Phone: 678-999-0173 · Fax: 678-999-0186

cerm.com





Subcontractor shall commence the Services upon the first to occur of the Effective Date of this Agreement or the delivery to Subcontractor of a notice to proceed from CERM. Work Orders are binding and enforceable once properly executed by both Subcontractors and CERM. Subcontractor understands that even its proposal is attached to a Work Order, this is done only for adding detail to the Subcontractor's scope of Services and only those terms concerning its scope of services shall be considered part of this Agreement. In addition, in the event of a conflict between this Agreement and any Work Order, the terms and conditions of this Agreement will prevail.

3. TERM

This Agreement, subject to the Owner's approval, shall commence upon the Effective Date and shall terminate on one of the following: (a) one year after the Effective Date; (b) expiration of the Prime Contract; or (c) completion or expiration of a Work Order, whichever is latest, unless sooner terminated by either party.

4. SUBCONTRACTOR OBLIGATIONS AND STANDARD OF CARE

- a. Subcontractor shall provide the Services described in Exhibit A and each future Work Order.
- b. Services provided by the Subcontractor under this Agreement shall be performed in a manner consistent with the standards described in the Prime Contract, but at no time below that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location. Subcontractor will promptly correct without additional compensation those Services not meeting these standards.
- c. Time is of the essence in performance of the Services. Unless expressly set forth otherwise in any Work Order, Subcontractor's Services shall be performed in accordance with schedule requirements of the Prime Contract and in manner, sequence and timing so that they will be coordinated with those of CERM and other consultants for the Project.
- d. Subcontractor shall comply with all applicable laws, regulations, codes, and other requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.
- e. Subcontractor shall be solely responsible for safety in the performance of the Services and for all equipment and materials to be used therein. Subcontractor shall properly make safe the area of the Services and shall in all respects, comply with all safety directions of CERM, and with all safety rules and requirements of Owner, with all applicable provisions of any law, ordinance, rule or regulation relating to safety, and with the site safety plan.
- f. Subcontractor shall have only such contacts and dealings with Owner and its representatives as CERM shall explicitly authorize or direct in writing.

CORPORATE HEADQUARTERS

1990 Lakeside Parkway, Suite 300 · Tucker, GA 30084

Phone: 678-999-0173 · Fax: 678-999-0186

cerm.com





- g. Subcontractor shall not engage any lower-tier consultants to assist in the performance of the Services without the prior written consent of CERM. Subcontractor agrees to contractually bind all lower-tier consultants to Subcontractor in the same manner that Subcontractor is bound to CERM pursuant to this Agreement.

5. ADDITIONAL SERVICES

Subcontractor shall furnish work beyond the Scope of the Services ONLY if authorized in writing by CERM (the “Additional Services”). Before such Additional Services shall be rendered, the scope of such Additional Services and the compensation therefore shall be mutually agreed upon by written amendment to this Agreement. Additional services furnished by the Subcontractor without written authorization by CERM shall be furnished at Subcontractor’s sole risk and expense.

6. PAYMENT FOR THE WORK

- a. To the fullest extent permitted by law, receipt of payment from Owner on Subcontractor’s behalf is a condition precedent to CERM’s payment obligations under this Agreement. CERM will make every reasonable effort to obtain timely payment for Subcontractor’s services. After CERM’s receipt of payment from Owner attributable to any of Subcontractor’s Services authorized and properly performed, CERM shall pay Subcontractor such amounts owing by the earlier of (i) any timing requirements for subcontractor payments included in the Prime Contract, (ii) any timing requirements for subcontractor payments required by law, or if neither of the preceding conditions apply then (iii) payment will be made within thirty (30) days after CERM’s receipt of payment from Owner.
- b. Subcontractor shall be subject to the same retainage that CERM is being held to by the Owner, if any.
- c. Subcontractor shall submit monthly invoices to CERM (via email at ap@cerm.com) by the fifth (5th) day of each month for charges for Services performed in the prior month. CERM shall have no obligation to pay for Services invoiced later than sixty (60) days (or sooner as reasonably necessary to comply with Owner requirements) after the date of completion of the Services or any portion thereof.
- d. CERM’s payment obligations are conditioned upon Subcontractor’s timely and proper performance of its Services. In the event of any dispute between CERM and Subcontractor, CERM may withhold disputed funds and Subcontractor shall continue performance of its Services until such dispute is resolved.
- e. Upon Subcontractor’s acceptance of payment, Subcontractor waives and releases all payment claims and liens against the Project, the property that is subject of the Project, CERM, Owner, and each and all of the parties contractually indemnified under this Agreement, to the extent of the amount of

CORPORATE HEADQUARTERS

1990 Lakeside Parkway, Suite 300 · Tucker, GA 30084

Phone: 678-999-0173 · Fax: 678-999-0186

cerm.com





all payments received to such date by Subcontractor under this Agreement.

- f. Both CERM and Subcontractor acknowledge and understand that the estimated labor or dollar amount cannot be accurately predicted as to the type of services to be provided due to the “as needed” basis of this contract for the Project. The awarded contract amount is not guaranteed payment and subject to Owner’s need of repair services throughout the term(s) of the contract.

7. INSURANCE REQUIREMENTS

Subcontractor shall be solely responsible for all premiums, costs, and deductibles associated with any insurance procured by Subcontractor and shall not be entitled to reimbursement for such costs. Subcontractor shall procure and maintain throughout the term of this Agreement the insurance limits and coverage (or greater as mandated by the Prime Contract) set forth below and shall, upon executing this Agreement, provide CERM certificates of insurance evidencing same, showing CERM and Owner as an Additional Insured on all coverages except workers' compensation and professional liability. Such certificates shall also contain a waiver of subrogation under the workers’ compensation policy and shall provide thirty (30) days written notice to the certificate holder prior to cancellation or modification of coverage, and shall provide a reference to the Project and Owner’s contract number in the Description of Operations section of the certificate:

- a. Workers' Compensation Insurance in amounts required by state law, including Employer's Liability Insurance with limits of not less than \$1,000,000 per accident and \$1,000,000 per disease.
- b. Commercial General Liability Insurance including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage including Products and Completed Operations with combined single limits of not less than \$1,000,000 per occurrence.
- c. Automobile Liability Insurance including owned, non-owned, leased and hired motor vehicle coverage with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- d. Professional Liability Insurance with a limit of not less than \$1,000,000 per claim
- e. Umbrella or Excess Insurance with a limit of not less than \$5,000,000 per occurrence and \$5,000,000 per aggregate.

Subcontractor recognizes that the coverage and limits set forth herein may equal or exceed the Prime Contract requirements. Subcontractor agrees to comply with other insurance requirements set forth in the Prime Contract and agrees to obtain and provide such certificates of insurance as will evidence the Owner that existence of coverage meeting the requirements of the Prime Contract. *If the insurance requirements in the Prime Contract conflict with the insurance requirements under this Agreement, the more restrictive of insurance coverages shall apply in all cases unless written waiver is obtained from CERM and/or Owner.*

CORPORATE HEADQUARTERS

1990 Lakeside Parkway, Suite 300 · Tucker, GA 30084

Phone: 678-999-0173 · Fax: 678-999-0186

cerm.com



8. OBLIGATION OF THE PRIME CONTRACT

Subcontractor agrees to be bound by all the terms and conditions of the Prime Contract insofar as each and every part thereof is applicable to this Agreement and to the Services hereunder. Subcontractor expressly assumes toward CERM all the obligations and responsibilities applicable to the Services which CERM assumes toward the Owner in the Prime Contract, and Subcontractor agrees that in addition to any other rights and remedies afforded CERM hereunder by law, CERM shall have the same rights and remedies against Subcontractor with respect to its Services that Owner has against CERM under the Prime Contract. The terms and conditions within this Agreement and the Prime Contract are intended to be interpreted in harmony so as to avoid conflict, but in the event of inconsistencies, conflict, or ambiguities between the terms of this Agreement and the Prime Contract, the stricter of the terms shall govern.

9. MUTUAL NON-SOLICITATION

During the term of this Agreement, neither party to this Agreement shall directly or indirectly solicit for hire or hire any employee(s) of the other party with whom it has had material contact in the performance of the work in this Agreement, unless expressly agreed to by both parties in writing. Notwithstanding the foregoing, any rights of either party granted by law shall not be limited, restricted, or encumbered, nor shall either party be restricted from hiring individuals who respond to general advertisements or make independent inquiries for employment.

10. FORCE MAJEURE

Neither Party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, epidemics or pandemics, or any other cause beyond the reasonable control or contemplation of either party. Each Party will take reasonable steps to mitigate the impact of any force majeure. CERM may, if permitted by the Owner, adjust the schedule and compensation under this Agreement as necessary.

11. RESULTS AND REPORTS

Subcontractor acknowledges and agrees that all work and documents (including, but not limited to, drawings, specifications, computer software, and other such instruments of service), whether completed or in progress, created or prepared by or through Subcontractor pursuant to this Agreement ("Deliverables") shall be deemed "work made for hire" as that term is defined by the copyright laws of the United States. Subcontractor hereby assigns all ownership rights and intellectual property rights of all Deliverables to the Owner to the extent required by the Prime Contract. Subcontractor may make and retain copies of all work hereunder for information and reference purposes. All Deliverables prepared under this Agreement shall be submitted for approval through CERM. CERM shall also have unrestricted ownership of any Deliverables, including the right to use such documents for its own performance under the Prime Contract, to provide as part of its obligations under the Prime Contract, and to retain file copies for its future reference and use.

12. RECORDS RETENTION AND ACCESS



Subcontractor agrees that CERM or any of its duly authorized representatives shall have access to and the right to examine any pertinent books, documents, papers and accounting of Subcontractor which pertain to transactions under this Agreement. Subcontractor shall maintain for a period of at least seven (7) years following completion of the Services, or for a longer time if required by the Prime Contract, all the Deliverables, documents, records (including cost records), design calculations, notes and emails related to the Project or Subcontractor's performance hereunder. Upon CERM's written request, Subcontractor shall provide a copy of the requested records at no cost to CERM.

13. TERMINATION AND ADJUSTMENT TO SCOPE

- a. This Agreement will terminate automatically if and when the Prime Contract expires or is terminated.
- b. This Agreement may be terminated by either party by giving fourteen (14) days prior written notice in the event of substantial failure to perform in accordance with the terms herein by the other party; provided, however, this Agreement will not terminate if the party receiving such notice begins to cure its failure within seven (7) days and completes such cure within 30 days of its receipt of such written notice.
- c. CERM may terminate this Agreement for convenience by written notice to Subcontractor, or suspend the work called for herein for a period not to exceed sixty (60) days in the event Owner cancels, abandons or suspends the Project. In the event of either termination or suspension, CERM shall pay Subcontractor for Services satisfactorily performed up to the date of termination or suspension.
- d. In the event the Prime Contract is amended to adjust the Project which impacts the Services to be provided by Subcontractor under this Agreement, CERM shall have the right to adjust the scope of Services hereunder on a proportionate basis to the Prime Contract amendment. No claims for extra, additional, or changes in the Services will be made by Subcontractor without a written agreement with CERM prior to the performance of such Services.

14. INDEMNIFICATION

Subcontractor shall be liable for and shall indemnify, defend and hold harmless CERM and Owner and each of their agents and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, costs, losses, causes of action, damages, or any other liability, including, without limitation, expenses of litigation or arbitration, reasonable attorney's fees and/or expert witness fees and expenses of whatsoever kind or nature, to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of Subcontractor or any of its sub-level contractors or their respective officers, agents, employees, representatives, or any other person for whom Subcontractor is legally liable. Subcontractor expressly agrees to require all of its lower-tier consultants, if any, to indemnify, defend and hold harmless CERM and Owner from and against all claims as hereinbefore described.

To the fullest extent permitted by law, and without limiting the generality of the foregoing, Subcontractor's indemnification obligations shall not be limited in any way by any limitation on the amount or type of

CORPORATE HEADQUARTERS

1990 Lakeside Parkway, Suite 300 · Tucker, GA 30084

Phone: 678-999-0173 · Fax: 678-999-0186

cerm.com





insurance provided pursuant to this Agreement or otherwise carried by Subcontractor, or by any limitation on the amount or type damages, compensation, or benefits payable under workers' compensation acts, disability acts, or other employee benefits acts, and shall extend to and include any actions brought by, or in the name of, any employee of Subcontractor or others for whom the Subcontractor is legally liable.

15. DISPUTES

For any claims, issues, or disputes between the Parties that do not arise for which the Owner is or may be responsible, CERM and Subcontractor agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. Any dispute that cannot be resolved by negotiation will be submitted to mediation or other such form of non-binding Alternative Dispute Resolution (ADR) upon which the Parties may mutually agree. Pending resolution of any dispute hereunder, Parties agree to proceed diligently and faithfully with performance of their respective obligations under this Agreement and failure to do shall be considered a default under the terms of this Agreement. In the event a dispute shall arise under or about this Agreement, the prevailing party (defined as the one recovering or defending more than 50% of the claim) shall be entitled to recover from the other party as part of the prevailing party's costs, its reasonable attorney's fees, and court costs/mediation fees.

16. INDEPENDENT CONTRACTOR

The relationship between CERM and Subcontractor shall be that of prime contractor and subcontractor. Subcontractor is an independent contractor and not an employee or agent of CERM. Other than the consideration set forth herein, the Subcontractor, its officers, agents, servants, employees, and any lower-tier subcontractors shall not be entitled to any CERM employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, or retirement benefits.

17. CONFIDENTIALITY

Subcontractor, and its agents, servants, employees, and sub-subcontractors, shall not, either during or after the term of this Agreement, disclose to any person, firm, corporation, or other entity any Confidential Information relative to the work or business of CERM, Owner, or any affiliated entity without the prior written consent of CERM. "Confidential Information" shall be deemed to include (a) information communicated to Subcontractor with respect to CERM's methods of doing business and techniques and the like, (b) CERM's pricing information, and (c) all other information, conclusions, recommendations, reports, advice, or other documents generated by Subcontractor pursuant to this Agreement or by CERM under the Prime Contract.

18. CONFLICTS OF INTEREST

Subcontractor represents and warrants to CERM that, at the time of execution of this Agreement, Subcontractor has no current commitments or obligations that will conflict or otherwise interfere with Subcontractor's ability to perform the services described in this Agreement. During the term of this Agreement, Subcontractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict or otherwise interfere with Subcontractor's ability to perform the services described in this Agreement and will disclose to CERM any agreement, circumstance, or activity that could result in any such conflict of interest.

CORPORATE HEADQUARTERS

1990 Lakeside Parkway, Suite 300 · Tucker, GA 30084

Phone: 678-999-0173 · Fax: 678-999-0186

cerm.com



19. NOTICES

All notices, demands, and communications hereunder shall be in writing, shall be effective upon receipt, and may be served or delivered personally upon the party for whom intended, or mailed or transmitted by telefax, electronic mail, or similar electronic reproduction to the party for whom intended at the address set forth below in this Section. The address of a party may be changed by notice given pursuant to this provision:

IF to CERM: **Corporate Environmental Risk Management, LLC**
Attn: _____
1990 Lakeside Parkway, Suite 300
Tucker, GA 30084
Telephone: 678.999.0173
Email: _____

with a copy to: **Corporate Environmental Risk Management, LLC**
Attn: Contracts Administration
1990 Lakeside Parkway, Suite 300
Tucker, GA 30084
Email: contractsadmin@cerm.com

IF to
SUBCONTRACTOR: _____
Attn: _____
Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____

20. EQUAL OPPORTUNITY COMPLIANCE

Subcontractor hereby states that it will not unlawfully discriminate against any employee or applicant for employment with regard to race, color, religion, sex or national origin, ancestry, physical handicap, medical condition, marital status, protected veteran status, or age; that it is in compliance with all applicable federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

21. CONTINUING RESPONSIBILITY OF THE SUBCONTRACTOR

Subcontractor, and its surety, if any, shall not be released from any obligation, responsibility, duty, or liability to CERM, Owner, or any other party for defective work or other non-compliance with this Agreement or breach thereof, by virtue of any approval, certification, final acceptance, progress payment, final payment, preliminary or final inspection, decision, instruction, statement, representation, partial or complete occupancy or use of the Site, or any other act, inaction or omission by CERM or Owner, or any officer, servant, agent or employee or representative of them.

22. GOVERNING LAW

CORPORATE HEADQUARTERS
1990 Lakeside Parkway, Suite 300 · Tucker, GA 30084
Phone: 678-999-0173 · Fax: 678-999-0186
cerm.com





This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of law principles; and Subcontractor consents to and submits to the jurisdiction of the courts of the State of Georgia over all litigated matters arising from or related to the Subcontract.

23. MISCELLANEOUS

- a. This Agreement represents the sole agreement between the parties hereto and cancels and supersedes all previous agreements, whether oral or written, in connection with the subject matter hereof. This Agreement may not be changed or terminated orally or by any course of conduct or usage of trade, but only by an agreement in writing duly executed by the parties hereto.
- b. This Agreement may not be assigned by Subcontractor, either in whole or in part, and no portion of the work may be sublet or transferred to any other persons or firms, without the prior written approval of CERM. This Agreement will be binding upon and inure to the benefit of Subcontractor and CERM and their respective successors and assigns.
- c. No waiver by any party of default or nonperformance shall be deemed a waiver of any subsequent fault or nonperformance.
- d. If any part of this Agreement is determined by a court of competent jurisdiction or by agreement of the parties hereto to be unenforceable, the remainder thereof shall remain in full force and effect.
- e. The paragraph headings used in this Agreement are for convenience and reference only and are not intended to be of substantive effect.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS.



CORPORATE HEADQUARTERS

1990 Lakeside Parkway, Suite 300 · Tucker, GA 30084

Phone: 678-999-0173 · Fax: 678-999-0186

cerm.com



IN WITNESS WHEREOF, the Parties have made and executed this Agreement that is effective as of the date first above written.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC (CERM)	_____
By: _____	(SUBCONTRACTOR)
Print Name: Terrell S. Gibbs	By: _____
Title: COO	Print Name: _____
Date: _____	Title: _____
	Date: _____



EXHIBIT A

SERVICES/SCOPE OF WORK

CORPORATE HEADQUARTERS

1990 Lakeside Parkway, Suite 300 · Tucker, GA 30084

Phone: 678-999-0173 · Fax: 678-999-0186

cerm.com