

Standard Form Subcontract

Subcontract No. _____

This Agreement, made and entered into at _____ this _____ day of _____ 19 _____ by and between _____ hereinafter called Contractor, with principal office at _____, _____ and _____ hereinafter called a Subcontractor.

Recitals

On or about the _____ day of _____, 19 _____, Contractor entered into a prime contract with _____ hereinafter called Owner, whose address is _____ to perform the following construction work: _____ Said work to be performed in accordance with the prime contract and the plans and specifications. Said plans and specifications have been prepared by or on behalf of _____, Architect.

Section 1 - Entire Contract

Subcontractor certifies and agrees that he is fully familiar with all of the terms, conditions and obligations of the Contract Documents, as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed, and that he enters into this Agreement based upon his investigation of all of such matters and is in no way relying upon any opinions or representations of Contractor. It is agreed that this Agreement represents the entire agreement. It is further agreed that the Contract Documents are incorporated in this Agreement by this reference, with the same force and effect as if the same were set forth at length therein, and that Subcontractor and his subcontractors will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly to the work covered by this Agreement. Subcontractor agrees to be bound to Contractor in the same manner and to the same extent as Contractor is bound to Owner under the Contract Documents, to the extent of the work provided for in this Agreement, and that where, in the Contract Documents, reference is made to Contractor and the work or specification therein pertains to Subcontractor's trade, craft, or type of work, then such work or specification shall be interpreted to apply to Subcontractor instead of Contractor. The phrase "Contract Documents" is defined to mean and include:

Section 2 - Scope

Subcontractor agrees to furnish all labor, services, materials, installation, cartage, hoisting, supplies, insurance, equipment, scaffolding, tools and other facilities of every kind and description required for the prompt and efficient execution of the work described herein and to perform the work necessary or incidental to complete

_____ for the project in strict accordance with the Contract Documents and as more particularly, though not exclusively, specified in:

Section 3 - Contract Price

Contractor agrees to pay Subcontractor for the strict performance of his work, the sum of:

_____ (_____), subject to additions and deductions for changes in the work as may be agreed upon, and to make payment in accordance with the Payment Schedule, Section 4.

Section 4 - Payment Schedule

Contractor agrees to pay Subcontractor in monthly payments of _____ % of labor and materials which have been placed in position and for which payment has been made by Owner to Contractor. The remaining _____ % shall be retained by Contractor until he receives final payment from Owner, but not less than thirty-five days after the entire work required by the prime contract has been fully completed in conformity with the Contract Documents and has been delivered and accepted by Owner, Architect and Contractor.

Subject to the provisions of the next sentence, the retained percentage shall be paid Subcontractor promptly after Contractor receives his final payment from Owner. Subcontractor agrees to furnish, if and when required by Contractor, payroll affidavits, receipts, vouchers, release of claims for labor, material and subcontractors performing work or furnishing materials under this Agreement, all in form satisfactory to Contractor, and it is agreed that no payment hereunder shall be made, except at Contractor's option, until and unless such payroll affidavits, receipts, vouchers or releases; or any or all of them, have been furnished. And payment made hereunder prior to completion and acceptance of the work, as referred to above, shall not be construed as evidence of acceptance of any part of Subcontractor's work.

Section 5 - General Provisions

1. Subcontractor agrees to begin work as soon as instructed by the Contractor, and shall carry on said work promptly, efficiently and at a speed that will not cause delay in the progress of the Contractor's work or work of other subcontractors. If, in the opinion of the Contractor, the Subcontractor falls behind in the progress of the work, the Contractor may direct the Subcontractor to take such steps as the Contractor deems necessary to improve the rate of progress, including, without limitation, requiring the Subcontractor to increase the number of shifts, personnel, overtime operations, days of work, equipment, amount of plant, or other remedies and to submit to Contractor for Contractor's approval an outline schedule demonstrating the manner in which the required rate of progress will be regained, without additional cost to the Contractor. Contractor may require Subcontractor to prosecute, in preference to other parts of the work, such part or parts of the work as Contractor may specify.

The Subcontractor shall complete the work as required by the progress schedule prepared by the Contractor, which may be amended from time to time. The progress schedule may be reviewed in the office of the Contractor and sequence of construction will be as directed by the Contractor.

The Subcontractor agrees to have an acceptable representative (an officer of Subcontractor if requested by the Contractor) present at all job meetings and to submit weekly progress reports in writing if requested by the Contractor. Any job progress schedules are hereby made a part of and incorporated herein by reference.

2. Reserved Gate Usage

Subcontractor shall notify in writing, and assign its employees, material men and suppliers, to such gates or entrances as may be established for their use by Contractor and in accordance with such conditions and at such times as may be imposed by Contractor. Strict compliance with Contractor's gate usage procedures shall be required by the Subcontractor who shall be responsible for such gate usage by its employees, material men, suppliers, subcontractors, and their material men and suppliers.

3. Staggered Days and Hours of Work and for Deliveries

Subcontractor shall schedule the work and the presence of its employees at the jobsite and any deliveries of supplies or materials by its material men and suppliers to the jobsite on such days, and at such times and during such hours, as may be directed by Contractor. Subcontractor shall assume responsibility for such schedule compliance not only for its employees but for all its material men, suppliers and subcontractors, and their material men and suppliers.

Section 6 - Special Provisions

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board.

In Witness Whereof: The parties hereto have executed this Agreement for themselves, their heirs, executors, successors, administrators, and assignees on the day and year first above written.

Subcontractor

By _____

Name Title

Corporation Partnership Proprietorship

Contractor's State License No. _____

Contractor

By _____

Name Title

Contractor's State License No. _____