SUBCONTRACTOR CONTRACT

THIS AGREEMENT, Made as of (Current Date), In the Year of (Current Year),

Between the Contractor: _______________

And the Sub-Contractor: _______________

For the Project: _______________

ARTICLE 1. SCOPE OF WORK

1.1. Subcontractor has heretofore entered into a contract with said Contractor to furnish all labor, materials and equipment to perform all work described below according to the construction documents.

ARTICLE 2. PAYMENT TERMS

2.1. The Contractor agrees to pay the Subcontractor within (number of days) after the completion of the work and payment by the owner for such work.

2.2. Subcontractor understands and agrees that progress payment requests shall be written and given to the contractor/job superintendent before Wednesday for payment on the following Friday. All work for the portion requested must be completed prior to the request for payment. The Contractor will request a draw and payment will be made to the Subcontractor after the draw is received. Please note that a certificate of Workman’s Compensation Insurance must be received before the first payment is made or the contractor will hold a percentage needed to cover the labor portion of the job.

2.3. The Total Contract Amount shall be $____________________

ARTICLE 3. TIME OF COMPLETION

Initialed by: Owner

Initialed by: Contractor

Initialed by: Subcontractor
3.1. Subcontractor shall keep both an adequate size and properly trained crew on the job site so as to complete the project within (number of days) and work within the project schedule.

ARTICLE 4. CHANGE ORDERS

4.1. Subcontractor understands and agrees that no change orders or contract additions will be made unless agreed to in writing by Contractor. If any additional work is performed and not covered in this contract, the Subcontractor proceeds at his own risk and expense. No alterations, additions, or small changes can be made in the work or method of the performance, without the written change order signed by the Contractor and Subcontractor.

ARTICLE 5. CLEAN-UP

5.1. Subcontractor will be responsible for cleaning up the job on a daily basis, including all generated construction debris, drink cans, food wrappers, and/or other trash. If it becomes necessary, the Subcontractor will be back charged for appropriate clean up costs by deducting clean up costs from payments.

ARTICLE 6. TAXES AND PERMITS

6.1. The Subcontractor understands and agrees that he shall be responsible for all taxes, fees and expenses imposed directly or indirectly for its work, labor, materials and services required to fulfill this contract. The Subcontractor is responsible for all permits pertaining to the law, ordinances and regulations where the work is performed.

ARTICLE 7. INSURANCE AND INDEMNITY

7.1. The Subcontractor shall maintain, at his own expense, full and complete insurance on its work until final approval of the work described in the contract. The Subcontractor shall not hold the Contractor liable from any and all costs, damages, fees and expenses from any claims arising on the project. Failure of the Subcontractor to maintain appropriate insurance coverage may deem a material breach allowing the Contractor to terminate this contract or to provide insurance at the Subcontractor’s expense.

Initialed by: Owner
7.2. To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, Contractor’s representatives, agents and employees from all claims, losses, damages and expenses, including attorney’s fees resulting from the performance of the work, provided that such claim, loss, damage or expense is caused in whole or in part by any negligent act or omission of the Subcontractor, anyone directly employed by them or anyone whose acts they are liable for, and attributes to bodily injury, sickness, disease or death, mold growth, or to injury to or destruction of tangible property (other than the work itself) including any resulting loss of use, regardless of whether or not it is caused in part by a party.

ARTICLE 8. LIQUIDATED DAMAGES

8.1. If the project is not substantially completed on the stated completion date, the Subcontractor shall pay to the Contractor the sum of \( \$ \text{ cost per day} \) for each calendar day of inexcusable delay until the work is substantially completed, as liquidated damages.

ARTICLE 9. WARRANTY

9.1. Subcontractor shall warranty all labor, materials and equipment furnished on the project for (number of years) against defects in workmanship or materials utilized. The manufacturers warranty will prevail. No legal action of any kind relating to the project, project performance or this contract shall be initiated by either party after (number of years) beyond the completion of the project.

ARTICLE 10. HAZARDOUS MATERIALS, WASTE AND ASBESTOS

10.1. Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal of hazardous materials, waste or asbestos, upon discovery of such materials the Subcontractor shall notify the Contractor immediately and allow the Contractor to contract with a properly licensed and qualified hazardous material contractor.

ARTICLE 11. ARBITRATION OF DISPUTES
11.1. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

ARTICLE 12. ATTORNEY FEES

12.1. In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

ARTICLE 13. ACCEPTANCE

WITNESS our hand and seal on this ______ day of __________________.

Signed in the presence of:

__________________________    ______________________
Contractor’s Name            Date

__________________________    ______________________
Subcontractor’s Name         Date
SUBCONTRACTOR PAYMENT GUIDELINES

THIS AGREEMENT, Made as of (Current Date), In the Year of (Current Year),

Between the Contractor:  
Owner's Name  
Address  
Phone Number  

And the Sub-Contractor:  
Sub-Contractor's Name  
License Number  
Address  
Phone Number  

For the Project:  
Project Name  
Address  

Sub-Contractor understands and agrees that final or progress payments must be written and in the office of the contractor by 12:00 noon on each Wednesday. All work requested must be completed prior to the request for payment. Payment requests received by this deadline will be paid after 2:00 pm on Friday of the same week. All work for the portion requested must be completed prior to the request for payment. Payment requests received after 12:00 noon on Wednesday, will not be processed for payment until the following Friday. No exceptions can or will be made. Contractor must receive requests prior to Wednesday noon to incorporate them into billing and draw schedules.

Acceptance

WITNESS our hand and seal on this _______ day of ______________, 20__.

Signed in the presence of:

Accepted for Sub-Contractor By  
(Sub-Contractor Company)  

______________________________  __________________________  
Sub-Contractor’s Signature  Date

Title

Accepted for Contractor By  
(Contractor Company)  

______________________________  __________________________  
Contractor’s Signature  Date

Initialed by: Owner