

SHORT FORM CONSTRUCTION SUBCONTRACT



ASCENTBUILDERS
INCORPORATED

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Short Form Subcontract Agreement No. is effective as of by and between **Ascent Builders, Inc.** whose address is **8801 Folsom Blvd., Suite 190, Sacramento, CA 95826** ("Contractor"), and whose address is , , ("Subcontractor"), who agree as follows:

ARTICLE 1 - PARTIES

On or about Contractor entered into a contract (hereinafter the "Prime Contract") with (hereinafter "Owner") to perform construction work consisting of (hereinafter the "Project") in accordance with the terms and provisions of the Prime Contract, including all general and special conditions, plans and specifications prepared by (hereinafter "Design Professional"); addenda; and other documents forming or by reference made a part of the Prime Contract, all of which are hereafter collectively called the "Contract Documents", and more particularly described in the following Articles and **Schedule "A"**.

ARTICLE 2 - SCOPE OF WORK

By way of this Short Form Subcontract, Subcontractor agrees to furnish all labor, materials, equipment, subcontracted services and supervision required to promptly and efficiently complete (the "Subcontract Work"), in strict accordance with this Contract and the Contract Documents. All Work shall conform to the requirements of the Contract Documents as modified and/or clarified by **Schedule "B"** and in accordance with **Ascent Builders' General Requirements** dated March 1, 2006. Subcontractor represents that the Work shall be carried out in a manner at least equal to industry standards and good commercial practices, without negligence, errors or omissions. Subcontractor shall perform the Work in full compliance with applicable federal, state and local laws and regulations in effect at the time the Work are rendered.

ARTICLE 3 - TIME OF PERFORMANCE

Time is of the essence of this Agreement. Subcontractor agrees to perform its Work continuously, diligently, and energetically and to complete the Work in accordance with the Project schedule. If Subcontractor fails to perform any of its obligations as required by this Agreement or by operation of law and thereby delays the Project, Subcontractor shall be liable for any and all damages caused thereby, including damages caused to construction contractors involved with the Project.

ARTICLE 4 - TERM

Subcontractor shall commence and complete its Work in accordance with the project schedule. Contractor shall have the right to terminate this Agreement, at any time, in its sole discretion and with or without cause, by written notice to Subcontractor. Subcontractor shall stop work immediately upon receipt of a notice of termination and promptly deliver to Contractor the results of the Work to date of termination. Contractor will reimburse Subcontractor for work performed prior to termination. This right to terminate shall be in addition to, and not in lieu of, any other rights and remedies Contractor may have at law or in equity.

ARTICLE 5 - COMPENSATION

Compensation for Subcontractor's performance of the Work shall be the firm fixed-price of (\$) subject to additions and deductions as provided for in the Subcontract Documents. Subcontractor shall not receive any additional amount unless otherwise agreed to in writing by Contractor. Subcontractor shall bill Contractor in accordance with Ascent Builder's General Requirements. Contractor shall withhold retainage at a rate of ten (10) percent of each progress payment with these funds released following final payment from the Owner. Payment shall be due within ten (10) days receipt of payment from the Owner. Subcontractor will furnish an executed statutory form Conditional Release of Lien with each invoice.

Subcontractor will maintain full and accurate records and books of account necessary to document: (a) all activities undertaken by or on behalf of Subcontractor in the course of performing Work hereunder, including, but not limited to, all testing, sampling, drilling and other Work performed by Subcontractor, its agents and subcontractors; and (b) all charges, expenses and disbursements incurred by Subcontractor, its agents or subcontractors in performing Work hereunder. Subcontractor will promptly make such books and records available to Contractor upon prior written request during normal business hours.

ARTICLE 6 - FURTHER WORK

Contractor may authorize Subcontractor to perform such additional work by additional work authorization (written or verbal) issued to Subcontractor specifying the work to be performed and the maximum additional amount to be added to the amount authorized in Article 5.

ARTICLE 7 - INSURANCE

Subcontractor is an independent contractor and not an agent, servant or representative of Contractor. Subcontractor represents and warrants that it shall, at all times during the life of this Agreement, maintain insurance coverage as follows:

A. Comprehensive General Liability Insurance including completed operations

- | | | |
|----|---|--|
| 1. | Combined Single Limit
Bodily Injury and Property
Damage | \$ 1,000,000 Each Occurrence
\$ 1,000,000 Aggregate |
| | or | |
| 2. | Bodily Injury | \$ 1,000,000 Each Occurrence
\$ 1,000,000 Aggregate |
| 3. | Property Damage | \$ 1,000,000 Each Occurrence |

B. Commercial General Liability Insurance

- 1. Each Occurrence Limit \$ 1,000,000
- 2. General Aggregate Personal and Advertising Injury Limit \$ 2,000,000
\$ 1,000,000

C. Comprehensive Automobile Liability Insurance

- 1. Combined Single Limit Bodily Injury and Property Damage \$ 1,000,000 Each Occurrence
- or
- 2. Bodily Injury \$ 1,000,000 Each Person
\$ 1,000,000 Each Occurrence
- 3. Property Damage \$ 1,000,000 Aggregate

If the Work includes design, Subcontractor shall furnish Certificates of Insurance evidencing professional liability errors and omissions insurance in an amount not less than \$1 million. Subcontractor shall supply Contractor with certificates evidencing such insurance, adding Contractor as an additional insured under the comprehensive general liability insurance with respect to the Work, and providing for 30 days' written notice to Contractor prior to cancellation or modification thereof. Contractor shall have the right to approve the insurer, form and content of Subcontractor's insurance policies.

The Subcontractor shall maintain completed operations liability insurance for one year after acceptance of the Project, or to the time required by the Contract Documents, whichever is longer. The Subcontractor shall furnish the Contractor evidence of such insurance at the time of completion of the Subcontract

ARTICLE 8 - INDEMNIFICATION

To the fullest extent allowed by law, Subcontractor shall, with respect to all work which is covered by or incidental to this Agreement, indemnify, defend, and hold Contractor harmless from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorneys' fees, awards, fines or judgments, resulting from death or bodily injury to persons, injury to property or other loss, damage or expense, including

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' LICENSE BOARD, P. O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

SUBCONTRACTOR:

BY: _____
PRINT NAME: _____
TITLE: _____
DATE: _____

LICENSE NO:
CLASSIFICATION(S)
EXPIRATION:

any of the same arising from Subcontractor's negligence, whether active or passive; provided, however, that Subcontractor shall not be required to indemnify Contractor from claims arising from Contractor's sole negligence or willful misconduct.

ARTICLE 9 - GOVERNING LAW

This Agreement shall be covered by and construed under the laws of the State of California.

ARTICLE 10 - ENTIRE AGREEMENT; MODIFICATION; WAIVER

This Agreement and any work authorizations issued by Contractor hereunder constitute the entire agreement of the parties and supersede any and all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof. No supplement, modification or amendment to this Agreement, other than work authorizations issued by Contractor hereunder, shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

ARTICLE 11 - ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Subcontractor shall not assign any of its rights or obligations hereunder without the prior written consent of Contractor. Contractor may assign this Agreement at any time, and shall be relieved of all obligations under this Agreement upon giving notice of the assignment to Subcontractor.

CONTRACTOR: **Ascent Builders, Inc.**

BY: _____
PRINT NAME: _____
TITLE: _____
DATE: _____



SCHEDULE "A"

Subcontract Agreement Between Ascent Builders, Inc. and

1.0 DOCUMENTS



SCHEDULE “B”

Subcontract Agreement Between Ascent Builders, Inc. and

1.0 SCOPE OF WORK

2.0 SUBCONTRACT PRICE

Subcontract Price

END OF SCHEDULE “B”