

SUBCONTRACTOR AGREEMENT

IN CONSIDERATION OF the covenants and conditions hereafter expressed this Agreement is made This _____ day of _____, 20__, between:

The Contractor: (Insert contractor name, address, phone number and license #)

And the Subcontractor: (Insert contractor name, address, phone number and license #)

For the following project: (Insert Project name and address)

1. Scope of Work.

- a. The Subcontractor shall furnish all of the material, and perform all of the Work on the Project as shown on the Drawings and as described in the specifications, all in accordance with scope described herein and the terms of the Contract Documents.

Description of Work: (enter work description)

2. Payment Terms.

- a. The Contract amount shall be \$ _____
- b. The Subcontractor shall, on his time and expense, submit to the Contractor a release of all mechanics and material liens and manufacturer warranty and materials information for all materials installed prior to final payment of the consideration set forth hereafter.
- c. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Contractor to the Subcontractor when the Contract has been fully performed by the Subcontractor and when final payment is received from the owner. Such final payment shall be made not more than fifteen (# of days) days after approval by Contractor and receipt of final lien waivers and a final inspection from the respective building inspector approving the Work.
- d. Subcontractor may make application for progress payments to the Contractor each month. All Requests received by the twenty-fifth day of the month will be paid by the tenth day of the following month. Those requests received after the twenty-fifth day of the month will be considered part of the following months requests. A certificate of Workers Compensation Insurance shall be delivered to the Contractor prior to the

first request for payment or the Contractor may withhold a percentage to cover the labor costs.

The payment application shall include an original of the following:

- (1) invoice describing the Work that was performed;
- (2) the payment amount requested; and estimate of percentage of the Work completed.
- (3) a partial release of any mechanic's or materialman's lien for all Work completed and materials used.

3. Time of Completion.

- a. The Subcontractor shall employ persons of competence and skill to complete the project within *(Number of days)*. The Work shall commence by *(date)*.
- b. If the Subcontractor fails to complete the Work as agreed herein, the Contractor may declare the Subcontractor in default by providing written notice to Subcontractor by registered mail. If Subcontractor fails to remedy such within fifteen (15) days of such notice, Contractor shall have the right to select a substitute Subcontractor. If the expense of completing the Work exceeds the unpaid balance on this Contract, the Subcontractor shall pay the difference to the Contractor.
- c. In agreeing to complete the Work by the agreed Time of Completion, Subcontractor has taken into consideration and made allowance for ordinary delays, and hindrances incident to such Work, whether growing out of delays of common carriers, delays in securing material or workers, changes, omissions, alterations, or otherwise.

4. Changes in Work.

- a. Contractor and Subcontractor expressly agree that no material changes or alterations in the Work, price or time, as provided in the contract and construction documents, shall be made unless a change order is mutually agreed to and signed by Contractor and Subcontractor.
- b. Changes mutually agreed upon shall be signed by Contractor and Subcontractor. If Subcontractor so elects to proceed without formal notice, he will do so at his own risk and expense and relinquish any liens or-legal action to be paid for this Work.

5. Cleaning Up.

- a. The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. The Subcontractor will be responsible for cleaning up on a daily basis. At completion of the Work the Subcontractor shall remove waste materials, rubbish, the Subcontractor's tools, construction equipment, machinery and surplus materials.