**Construction Subcontractor Agreement**

THIS CONSTRUCTION SUBCONTRACTOR AGREEMENT (“Agreement”) is being made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Subcontractor”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Subcontract, the parties agree as follows:

**SECTION ONE.
LABOR AND MATERIALS**

Beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, Subcontractor agrees to perform the work described on Annex “A” attached hereto (hereinafter referred to as the “Work”).

The Work shall be done in accordance with the plans and specifications which are incorporated in this Agreement by reference, and the Subcontractor shall furnish the materials and equipment described on Annex “B” attached hereto.

No alterations shall be made to the work described in the plans and specifications, except upon the written order of the Contractor or the Owner. The Contractor may, at any time, by written order, make changes in the plans and specifications, which changes shall be evidenced by “change orders” signed by the Contractor and accepted by the Subcontractor.

**SECTION TWO.
COMPENSATION**

Contractor agrees to pay the Subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Work and services performed under this Agreement.

|  |  |
| --- | --- |
| **Total Cost of Work and Labor** |  |
| **Amount Due on Signing** |  |
| **Amount Due on Competition**  |  |
| **Additional CostsDescription** |  |

**SECTION THREE.
PAYMENT**

Final payment for Work performed under this Agreement shall be made within \_\_\_\_\_\_\_ days of competition. Payments must be made to the Subcontractor by credit card, money order, check, or any other approved method of payment accepted by the Subcontractor. Payments must be mailed to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION FOUR.
COMPLETION**

The Subcontractor shall substantially complete the Work to the satisfaction of the Contractor on or before \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_20\_\_\_. Time shall be of the essence in the Subcontractor’s performance of this Agreement.

In the event the Subcontractor is delayed in completing the Work by the act, neglect, delay, or default of the Contractor or of any other subcontractor employed by the Contractor, or for reasons beyond the control of the Subcontractor, then the time fixed for the completion of the Work shall be extended for a period equivalent to the time lost, provided that no extension shall be made unless written claim is made within five (5) days from such event. The extension of time hereinabove provided for shall be the Subcontractor’s exclusive remedy in the event of such a delay, no matter how or by whom caused.

**SECTION FIVE.
TERMINATION**

In the event the Owner elects to cease or postpone the Project, the Contractor may terminate this Agreement by written notice to the Subcontractor. Such termination shall be effective in the manner specified in the notice and shall be without prejudice to any claims which the Contractor may have against the Subcontractor. On receipt of such notice, the Subcontractor, unless the notice directs otherwise, shall immediately discontinue work and the placing of orders for materials, facilities, and supplies in connection with the performance of the Work, and shall, if requested, make every reasonable effort to procure cancellation of existing orders and sub-subcontracts upon terms satisfactory to the Contractor, and shall therefore do only such work as may be necessary to preserve and protect work already in progress and to protect materials, plant, or equipment on the site or in transit thereto.

In the event that the Subcontractor shall correct the situation which has caused the notice of cancellation to be given by the Contractor as above provided for, within the period of fifteen (15) days from the date of receipt of such notice, the cause of cancellation shall be deemed waived, and this Agreement shall continue in effect in the same manner as though such cause of cancellation had not existed, the Contractor, however, reserving its right to damages for breach of any provision of this Agreement.

**SECTION SIX.
WARRANTY**

The Subcontractor hereby guaranties that the Work shall be free from any defects due to faulty materials or workmanship or any violation of this Agreement for \_\_\_\_\_\_\_ year(s) from the date of substantial completion.

The Subcontractor shall perform the Work in compliance with the terms and conditions of the Contract.

**SECTION SEVEN.
INDEMNITY & INSURANCE**

The Subcontractor, before commencing the Work, shall be qualified under the workers’ compensation law of the state in which the Work is to be done and shall at all times comply with the provisions of such law.

The Subcontractor shall, at all times, indemnify and save harmless the Contractor from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees, and liabilities incurred in connection therewith, arising out of injury to, or death of, any person whatsoever or damage to property of any kind by whomsoever owned, caused in whole or in part by the acts or omissions of the Subcontractor, its sub-subcontractors, materialmen, or any other person directly or indirectly employed by them, or any of them, while engaged in the performance of this Agreement or any activity associated therewith or relative thereto, and shall further indemnify the Contractor against any such claims allegedly caused in part, whether or not it be the fact, by reason of negligent instructions or directions given or purportedly given by any of the owner’s representatives with respect to the performance of the project or any aspect thereof.

The Subcontractor shall at all times maintain such public liability, property damage, and workers’ compensation or employer’s liability insurance as will protect the Subcontractor from any and all of the foregoing risks and from any and all claims under such workers’ compensation laws.

The Contractor shall keep the Work, including all materials delivered on the premises, fully insured against fire and other risks included in standard extended coverage endorsement exclusive, however, of Subcontractor’s tools and equipment. In the event of loss or damage to which such insurance is applicable, the Subcontractor agrees to be and remain liable for the replacement to its original condition of such portion of the Subcontractor’s work as may be so damaged, which replacement shall be in accordance with the provisions of this Agreement and of the principal contract, and shall be at the sole cost and expense of the Subcontractor, provided that the Contractor shall be obligated to pay to the Subcontractor, on account of the cost of such replacement, such sum or sums as shall be paid to the Contractor for the fire insurance carried on account of such loss or damage to the Work performed by the Subcontractor.

**SECTION EIGHT.
PERMITS**

The Subcontractor shall procure all permits necessary for carrying on the Work and shall comply with all regulations, directives, ordinances, and laws relating to the Work or the conduct thereof.

**SECTION NINE.
ASSIGNMENT AND SUBCONTRACTS**

The Subcontractor shall not assign this Agreement, or any of the payments to become due hereunder, nor shall the Subcontractor sublet any part of the Work, except with the written consent of the Contractor and approval of the Owner.

**SECTION TEN.
INTERPRETATION**

The laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall govern as to the interpretation, validity, and effect of this Agreement.

**SECTION ELEVEN.
DISPUTE RESOLUTION**

Parties to this Agreement shall first attempt to settle any dispute through a good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The prevailing party to the dispute will be able to recover its attorney’s fees and other reasonable costs for a dispute resolved by litigation or binding arbitration.

**SECTION TWELVE.
NOTICE**

All notices or requests required or contemplated by this Agreement must be sent via email with a read receipt, or by U.S. Certified Mail with a return receipt. Notices must be sent to:

**Contractor: Subcontractor:**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION THIRTEEN.
ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

**SECTION FOURTEEN.
SEVERABILITY**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**SECTION FIFTEEN.
COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile. email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**SECTION SIXTEEN.
ELECTRONIC SIGNATURES**

This Agreement and related documents entered into in connection with this Agreement are signed when a party’s signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

**SECTION SEVENTEEN.
WAIVERS**

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**SECTION EIGHTEEN.
MISCELLANEOUS**

This Agreement cannot be changed, modified, terminated, canceled, rescinded, or in any other way altered or negated unless the same is in writing and signed by the party against whom enforcement of the change, modification, discharge, termination, cancellation, or rescission is sought.

It is agreed that all understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their understanding, and this Agreement has been entered into after full investigation and consideration, neither party relying upon any statement or representation, not embodied in this Agreement, which may be claimed to have been made by any of the parties hereto.

IN WITNESS WHEREOF, the Subcontractor and the Contractor have executed this Agreement the day and year first above written.

Dated:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Contractor’s Signature Subcontractor’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Printed Name Subcontractor’s Printed Name

**Contractor’s Contact Information: Subcontractor’s Contact Information:**

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annex “A”

**SERVICES SPECIFICATION SHEET
WORK & LABOR**

|  |
| --- |
| The Subcontractor agrees to provide the following services: |

Contractor’s Initials \_\_\_\_\_\_\_\_\_ Subcontractor’s Initials \_\_\_\_\_\_\_\_\_

Annex “B”

**MATERIALS SPECIFICATION SHEET**

|  |
| --- |
| The Subcontractor agrees to provide the following materials and equipment:  |

Contractor’s Initials \_\_\_\_\_\_\_\_\_ Subcontractor’s Initials \_\_\_\_\_\_\_\_\_