

# SAMPLE

# subcontract

Job

Re 9921

Subcontract #

(Description of Work)

1. This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between

*Contractor* Construction Coordinators, Inc. *and the sub-*

55 Kearney Road  
Needham, MA 02194

*contractor*

*for the Project*

*On plans  
entitled*

*drawn by  
Architect*

Construction Coordinators, Inc.  
55 Kearney Road  
Needham, MA 02194

*for the  
Owner*

2. The Contractor employs the Subcontractor as an independent contractor to perform the Work (as hereinafter defined) for the Project. The Subcontractor shall furnish all labor, materials, tools and equipment and shall perform all the work required to complete the work set forth below (collectively, the "Work") for Owner in accordance with the requirements of this Subcontract and any exhibits attached hereto (collectively, the "Subcontract"), and the Agreement between the Contractor and Owner dated \_\_\_\_\_, together with the General, Supplementary, and other Conditions of said Agreement, Drawings, Specifications, all Addendum issued subsequent thereto, (collectively, the "Contract Documents") The Contract Documents are incorporated herein and made part hereof and are binding on the Subcontractor.

3. Scope of Work:

4. Subcontractor shall promptly commence the Work when notified to do so by the Contractor and shall prosecute the Work to completion in accordance with the Contractor's job schedule including, without limitation, the Critical Path Schedules prepared by the Contractor for the job. All time limits stated in the Contract Documents are of the essence of this Subcontract. Until completion of the Work, Subcontractor will keep each trade manned to a full complement sufficient to complete the work on time.

5. Prior to the commencement of the work the Subcontractor shall obtain all insurance required hereunder from an insurer licensed to do business where the Work will be performed and shall furnish to the Contractor all certificates thereof and other evidence that the Subcontractor has complied with all of the requirements of Paragraph G of the Standard Terms and Conditions attached hereto. The Contractor and Subcontractor waive all rights against each other and against the Owner and all other Subcontractors for damages caused by fire or other perils to the extent covered by insurance except such rights as they may have to the proceeds of such insurance.

6. The Subcontractor shall comply with all Federal, State and Local tax laws, Social Security requirements, unemployment compensation acts, and worker's compensation acts and shall promptly make all payments due thereunder. Subcontractor represents that if it is a foreign corporation, it is qualified to do business in the municipality in which the Project is located.

7. No extra work or changes which would increase the Contract Sum (as hereinafter defined) will be recognized or paid for unless first authorized in writing by the Contractor. Markup on extras shall not exceed 10% overhead & profit (combined).

8. The Contractor shall pay to the Subcontractor for the Work and all taxes, the Contract Sum of (\_\_\_\_\_). In accordance with the following terms; No later than the 24th day of each month in which the Subcontractor has performed any part of the Work, it shall submit his requisition for such work on a form approved by the Contractor. On or before the 18th day of the following month, the Contractor shall make payment for ninety percent (90%) of such Work. Receipt of payment by the contractor is a condition precedent to contractor's obligation as described herein. Final payment shall be made within 45 days after completion of the Subcontractor's work, provided that the Work has been fully approved and accepted by the Owner and the Contractor, all lien waivers have been delivered to the Contractor, and final payment has been received by the Contractor from the owner.

9. In Witness Whereof, the parties hereto have signed this Subcontract under seal as of the day and date written above.

\_\_\_\_\_  
*Subcontractor*

Construction Coordinators, Inc.

*Contractor*

By \_\_\_\_\_  
*(signature & title)*

By: \_\_\_\_\_  
*(signature & title)*



**CONSTRUCTION  
COORDINATORS, INC.**

Fifty-Five Kearney Road  
Needham, MA 02194  
Tel. [781] 449-7700  
Fax [781] 449-5555

# *standard terms and conditions*

- A. The Subcontractor shall assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner, and shall have the benefit of all rights, remedies and redress against Owner which the Contractor, by the Contract Documents, has against the Owner, insofar as applicable to this Subcontract, provided that, except as expressly stated herein, if any provision of the Contract Documents is inconsistent with any provision of this Subcontract, the provision of this subcontract shall govern.
- B. If payments are made on the basis of the valuation of a portion of the Work completed, the Subcontractor shall, before the first application, submit to the Contractor a schedule of values of the various parts of the work aggregating the Contract Sum, made out in such detail as the Subcontractor may require, and supported by such evidence as to its correctness as the Contractor may direct. This schedule, when approved by the Contractor shall be used as a basis for Applications for Payment, unless it is found to be in error. In applying for payments, the Subcontractor shall submit statements based only upon this schedule.
- C. The Subcontractor shall pay for materials, equipment and labor used in, or in connection with, the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, including lien waivers and affidavits, when requested by the Contractor, to verify compliance with the above requirements. The Contractor shall have the right to make payments conditional on the receipt of such waivers or affidavits, to pay any unpaid bills directly to the party concerned or to pay said bills by check made payable to both Subcontractor and such party. If permitted by the Contract Documents, the Subcontractor may request payment for materials not incorporated into the Work but suitably stored at the site. In the event that payment is made for such materials, the Subcontractor hereby bargains and sells to Contractor all of its title to the materials so stored at the site, but the risk of loss or damage to the same shall remain with the Subcontractor, notwithstanding such transfer of title.
- D. In carrying out the Work the Subcontractor shall take necessary precautions to properly protect the Work, as well as the finished work and the work in progress of other trades from damage which may be caused by its operations.
- E. The Subcontractor will provide his own scaffolding (if applicable), his own tools and equipment, his own facilities for the storage of his tools, equipment and construction materials and will keep the Project clean of his debris and from time to time when ordered to do so, will remove the debris from the site.
- F. If this Subcontract calls for payment on a unit basis, Contractor may, in addition to all other rights herein provided, in the event that Subcontractor shall fail to observe or perform any of the terms and conditions herein contained and without prejudice to any of its other rights, subcontract out to others such part of the Work, as Contractor may from time to time determine. If Subcontractor shall be in default in any of the provisions of this Subcontract, Contractor may terminate this Subcontract on 48 hours written notice and thereupon the Subcontract shall terminate in accordance with the provisions of such notice and Contractor shall be only obligated to pay for work properly completed to date of termination. Additionally, Contractor may at any time terminate this Subcontract on 7 days written notice and thereupon, this Subcontract shall terminate in accordance with the provisions of such notice and Contractor shall be only obligated to pay for work properly completed to date of termination.
- G. The Subcontractor shall procure, maintain and pay for such insurance as will protect him, the Contractor and the Owner from claims under Worker's Compensation Acts and other Employee Benefit Acts and from claims for damage for bodily injuries, including death, to his employees and/or others in an amount not less than \$100,000 for any person and \$500,000 for any one accident; and from claims for damages to property in an amount not less than \$1,000,000, any or all of which may at any time arise out of or result from the Subcontractor's operations under this Subcontract whether such operations be by himself or by any sub-subcontractor of his or anyone directly or indirectly employed by either of them. Such policies of insurance shall name the Owner and Contractor as insureds. Certificates of such insurance shall be furnished to the Contractor not later than three (3) days following the execution of this Subcontract. The Subcontractor shall indemnify and hold the Contractor, his agents and employees harmless from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part of any negligent act or omission of the Subcontractor, anyone directly or indirectly employed by him, or anyone for whose acts he may be liable, regardless of whether or not it is caused in part by the Contractor. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts, nor by any limitation on the amount of the Subcontractor's liability insurance, whether the same shall be in the amount and of the type required to be purchased and maintained under this Subcontract or not. The Subcontractor shall hold Contractor harmless and indemnified from all such claims, loss, liabilities, costs and expenses including attorneys' fees arising or asserted to arise from any such risk, obligation or casualty whether or not fully insured against. In addition, Performance Bonds and/or Payment Bonds shall be provided by the Subcontractor, if requested by the Owner.
- H. The Subcontractor agrees to work in harmony with all other trades on this Project and in accordance with agreements negotiated with labor by the Contractor and to exercise good judgment in complying with the fair labor practices outlined in the Contract Documents.
- I. Neither this Subcontract nor any part thereof, nor any payments becoming due to the Subcontractor hereunder shall be assigned by the Subcontractor without the written consent of the Contractor.
- J. The Subcontractor agrees that all work to be performed hereunder shall be performed in conformance with all laws, ordinances, rules and regulations of any authority having jurisdiction over the work, including among others, Insurance Underwriters Associations and state and local rating bureaus. The Subcontractor shall secure and pay for all permits, fees and licenses necessary for the execution of the Work in accordance with the Contract Documents.
- K. The Subcontractor warrants that it has not assigned and will not assign its claims for payment nor its right to perfect a lien against the Project. The Subcontractor agrees that in the event of any lien, attachment of other encumbrance being filed against the Project by any Subcontractor or material man of his, the Project shall be released from such lien, attachment or other encumbrance by the Subcontractor prior to the expiration of seven (7) days from the date of the filing thereof. Such lien, attachment or encumbrance, unless and until removed, shall preclude any payment by the Contractor to the Subcontractor and any and all claims for payment whatsoever under and by virtue of this Subcontract, except that the Subcontractor may satisfy its obligations under this Paragraph by providing a bond in a form and with sureties acceptable to the Contractor in the full amount of such lien, attachment or other encumbrance and for court costs in connection therewith.
- L. The Subcontractor shall extend to the Contractor and the Owner the benefit of any Guaranties and Warranties received by it from the suppliers of any materials and equipment incorporated into the job. The Subcontractor further agrees to provide to the Contractor and the Owner, in writing, such Guaranties of the Work against defects in the workmanship and materials as the Contractor is bound to give to the Owner under the Contract Documents. In no event shall Guaranties be for a period less than one (1) year after final payment.
- M. In the case of Subcontracts wherein the Subcontractor has designed the work and prepared the Drawings and Specifications for the Contractor or the Owner, the Subcontractor agrees to provide at no additional charge five (5) sets of all such Drawings and Specifications and that the Contract Sum shall be the full price for the performance of the work to the satisfaction of the Owner and no extras shall be claimed or be due unless authorized by and paid for by the Owner through the Contractor.
- N. In the event shop drawings and/or samples are required by the Drawings or Specifications or the customary practice of the trade, said shop drawing and/or samples will be forwarded to the Contractor no later than five (5) days after the award of this Subcontract at no additional cost.
- O. In the event of any dispute under this Subcontract, the dispute resolution procedure set forth in the Contract Documents shall govern.
- P. In the event that any provision of this Subcontract shall be invalid, such invalidation shall not affect the remaining portion of this Subcontract.
- Q. Should inconsistencies or omissions appear in the Contract Documents or should the Subcontractor discover any defect in the Work or the Project, it shall be the duty of the Subcontractor to notify the Contractor in writing within one (1) working day of the Subcontractor's discovery thereof. Upon receipt of said notice, the Contractor shall instruct the Subcontractor as to the measures to be taken and the Subcontractor shall comply with the Contractor's instructions.
- R. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.
- S. This Subcontract is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and supercedes all prior negotiations, representations, or agreements, either written or oral.