

# SUBCONTRACT

Subcontract date \_\_\_\_\_

Subcontractor \_\_\_\_\_

Business entity \_\_\_\_\_ Where organized or incorporated \_\_\_\_\_

Subcontractor's business address \_\_\_\_\_

Subcontractor's Telephone number \_\_\_\_\_; e-mail: \_\_\_\_\_

The Subcontractor is licensed (or registered) in \_\_\_\_\_ (state), license (reg.)# \_\_\_\_\_

Additional identification information if applicable \_\_\_\_\_

General Contractor \_\_\_\_\_  
(address) \_\_\_\_\_

Owner(s) \_\_\_\_\_  
(address) \_\_\_\_\_

## 1. THE SUBCONTRACT DOCUMENTS

The documents comprising this Subcontract consist of:

- (a) This Subcontract agreement;
- (b) The Subcontractor's Proposal, attached hereto;
- (c) The Prime Contract, consisting of the Contract between the Owner(s) and the General Contractor, and the Contract Exhibits enumerated therein;
- (d) Approved change orders or other modifications to the Prime Contract and/or approved change orders or modifications to the Subcontract, whether made before or after the execution of this Subcontract agreement; and
- (e) The Project Schedule and any other documents referenced in this Subcontract agreement, and any approved changes or modifications thereto.

These documents constitute the Subcontract, and are as fully a part of the Subcontract as if referenced and attached. The Subcontract represents the entire agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. Except for modifications to the Prime Contract and its exhibits, this Subcontract may be amended or modified only by a written modification signed by the Subcontractor and the General Contractor. The Subcontractor and any sub-subcontractor shall be furnished copies of any Prime Contract and other Subcontract Documents upon request, but the General Contractor may charge the Subcontractor for the reasonable cost of reproduction. All Subcontract Documents, including and the Prime Contract, shall be available for inspection and review at the office of the General Contractor located at \_\_\_\_\_.

Except for that portion of the "Work" intended to be performed by sub-subcontractors, the Subcontractor shall not assign any duty or obligation imposed by the Subcontract Documents without the written consent of the General Contractor.

## 2. INDEPENDENT CONTRACTOR

The Subcontractor is engaged as an independent contractor, and not as an employee of the General Contractor. The Subcontractor must provide and furnish all labor, materials, tools, supplies, equipment, services, training, facilities, supervision, and administration necessary for the proper and complete performance and acceptance of the work

