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## SHORT-FORM SUBCONTRACT

Job No.: \_\_\_\_\_  
 Subcontract No.: SC- \_\_\_\_\_  
 Cost Code \_\_\_\_\_ Cost \_\_\_\_\_  
 Cost Code \_\_\_\_\_ Cost \_\_\_\_\_  
 Cost Code \_\_\_\_\_ Cost \_\_\_\_\_

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

by and between \_\_\_\_\_, ("Subcontractor"), Contact Name: \_\_\_\_\_ Address: \_\_\_\_\_, Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

- and - Consigli Construction Co., Inc., ("Contractor"), Address: 72 Sumner Street Milford, MA 01757, Telephone No.: 508-473-2580.

### WITNESSETH:

**WHEREAS**, Contractor has entered into a contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, ("Prime Contract") with \_\_\_\_\_, ("Owner"), for the construction of \_\_\_\_\_, ("Project") at \_\_\_\_\_; and **WHEREAS**, Subcontractor desires to perform a portion of such Prime Contract, as described more fully below. **NOW THEREFORE**, it is agreed as follows:

**Section 1 – Scope of work** – The Scope of the Subcontract Work includes all labor, materials, equipment and supervision required for the completion of all of the \_\_\_\_\_ work for the above referenced project in strict accordance with the following documents which are further described in the "**Document Log**" a copy of which is attached hereto and made a part hereof:

Insert Scope of work here

### Section 2 – Prosecution of Work

Subcontractor shall prosecute the Work in a prompt manner as directed by Contractor so as to promote the general progress of the entire Project, and shall not delay or hinder the work of Contractor. The time of performance is of the essence. In the event Subcontractor is delayed in the progress of the Work for any reason whatsoever, Subcontractor shall be entitled to a time extension or additional compensation only to the extent Contractor recovers such from Owner under the terms of the Prime Contract.

### Section 3 – Payment

Contractor agrees to pay Subcontractor, upon satisfactory completion of Work as specified herein, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), adjusted as required by differences between estimated and actual quantities for unit price Work items and subject to additions and deductions for changes agreed upon or otherwise determined.

The period covered by each application for payment shall be one calendar month ending on the last day of the month. Provided an original application for payment is received by the Contractor not later than the 25th day of the month, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Architect. No faxed copies of requisitions will be accepted by our accounting department. All original signed and notarized requisitions should be mailed to 72 Sumner Street, Milford, MA 01757. Receipt of payments by the Contractor from the Owner shall in each instance be an express condition precedent to the right of the subcontractor to receive payment from Contractors, its payment bond surety or its statutory lien bond surety. Subcontractor shall not be entitled to progress payments from Contractor, its payment bond surety or its statutory lien bond surety, unless, until and then only to the extent such payment has been received by Contractor from Owner, regardless of cause. Progress payments will be made less retainage of **10%** retained less before issuance of each progress payment, the Subcontractor shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials, equipment and subcontractors and all known indebtedness connected with the Subcontractor's Work have been satisfied. The payment of any current estimates or of any retained percentage hereunder shall not be construed as an acceptance of defective or improper materials or workmanship.

### Section 4 – Changes

Contractor may make changes in the Work by written order to Subcontractor, and Subcontractor shall promptly proceed with the Work as changed. Subcontractor shall be entitled to a price adjustment as provided in the Prime Contract for such changes.

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**Section 5 – Liens and Claims**

Subcontractor shall pay for all labor, materials, equipment and other items provided directly or indirectly to Subcontractor in performing under this Subcontract, and will defend and indemnify Contractor and save the premises harmless from any and all claims, suits or liens resulting from any such failure by Subcontractor.

**Section 6 – Warranty**

Subcontractor shall warrant and guarantee the Work, and make good at its own expense, any defect in materials or workmanship which may occur prior to Contractor’s release from responsibility to Owner therefore.

**Section 7 – Insurance**

Prior to commencement of Work, Subcontractor shall procure, and at all times thereafter maintain with insurers acceptable to Contractor, the following minimum insurance protecting Subcontractor, Contractor and Owner against liability from damages because of injuries, including death, suffered by persons, including employees of Subcontractor, and liability from damages to property arising from and flowing out of Subcontractor’s operations, including its subcontractors’ and suppliers’ operations, in connection with the performance of this Subcontract. If the terms of the Prime Contract require larger limits or additional coverage or both, Contractor reserves the right to require Subcontractor to provide, at Subcontractor’s expense, such larger limits or additional coverage or both.

- a) Workers’ Compensation in statutory limits as prescribed by applicable law where the work is being performed, and Employers’ Liability in the minimum amount of \$500,000 each accident. Where applicable, coverage to include U. S. Longshoreman and Harbor Workers’ Compensation Act, Outer Continental Shelf Lands Act and the Jones Act.
- b) Commercial General Liability including the following coverage extensions: (1) Contractual Liability, (2) Products/Completed Operations, (3) as applicable, coverage for Explosion, Collapse and Underground hazards, (4) Broad Form Property Damage and (5) Independent Contractors. The limits of liability for such insurance shall be not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate on a per project basis.
- c) Automobile Liability extending to owned, non-owned and hired automobiles used in the performance of the work. The limits of liability shall be not less than \$1,000,000 combined single limit.
- d) Excess Liability Insurance with limits for each insurance shall not be less than \$ 5,000,000 each occurrence and \$ 5,000,000 general aggregate.

Subcontractor shall provide Contractor with certificates evidencing such insurance as outlined above prior to beginning any Work under this Subcontract. Such certificates shall provide for thirty (30) days advance written notice to Contractor of cancellation, material change, reduction of coverage or non-renewal. Subcontractor shall cause its subcontractor(s) to procure insurance as outlined above. Subcontractor shall obtain policies or certificates for its subcontractor(s) and deliver them to Contractor, if requested to do so. Subcontractor’s insurance shall be regarded as primary insurance to any other applicable insurance maintained by Contractor or Owner.

Any insurance policy obtained by the Subcontractor to fulfill the insurance requirements of the subcontract shall name the Contractor and Owner as an “additional insured” and provide that such insurance shall be deemed primary insurance to any similar insurance the Contractor may obtain for its own benefit which shall be excess or secondary but not contributing insurance. Each such policy obtained by the Subcontractor shall provide that the insurer shall defend any suit against the Contractor, its officers, agents, or employees even if such suit is frivolous or fraudulent, so long as such suit results from Work of Subcontractor.

**Section 8 – Indemnification**

- a) To the extent permitted by law, the Subcontractor shall (1) fully indemnify and save the General Contractor and Owner wholly harmless from any and all claims, liabilities, liens, demands, and causes of action for or on account of any injury to persons, damage to property, fines, penalties’ assessments, or any loss of whatever kind or nature arising out of or in consequence of the performance of the Subcontractor’s work hereunder and (2) assume, on behalf of the General Contractor, its officers, agents, servants, and employees, the defense of any claim or action which may be brought against the Contractor, its officers, agents, servants, or employees and shall reimburse the Contractor for any attorneys’ fees and expenses incurred by the Contractor with respect to any such claim. To the extent permitted by law, the Subcontractor further agrees to fully indemnify, defend, and hold harmless the Contractor from any and all claims, liabilities, liens, demands, and causes of action by any party arising out of or in consequence of the acceptability, fitness, sufficiency, performance, or non-performance of the Subcontractor’s work or materials furnished, regardless of whether or not such claim, liability, lien, demand or cause of action is caused in part by a party indemnified hereunder. Subcontractor will defend all such claims at its own cost and expense and shall reimburse the Contractor with respect to any such claim.

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- b) In claims against any person or entity indemnified under this paragraph by an employee of the Subcontractor, the Subcontractor's sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Subcontractor or the Subcontractor's sub-subcontractors under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

**Section 9 – Labor**

Subcontractor, in connection with all Work covered by this Subcontract, shall comply with and be bound by any labor agreements executed by Contractor or on Contractor's behalf. Failure at any time to comply with any of the provisions of such agreements will, at the option of Contractor, be cause for immediate termination of this Subcontractor for default.

**Section 10 – Termination**

In the event Subcontractor is in default of the terms of this Subcontract, then upon four days notice, with opportunity to cure, Contractor may terminate this Subcontract. Contractor may, whether or not Subcontractor is in default, terminate this Subcontract for convenience, and Subcontractors rights shall be set forth in the Prime Contract.

**Section 11 – Disputes**

In case of any dispute between the parties, Subcontractor agrees to be bound to Contractor to the same extent that the Contractor is bound to Owner under the terms of the Prime Contract. In the event either party institutes suit in court against the other party or against the surety of such party, in connection with any dispute or matter arising under this Subcontract, the prevailing party shall be entitled to recover reasonable attorney fees in addition to any other relief granted by the court. Subcontractor further agrees to waive any right to trail by jury in any dispute between Contractor and Subcontractor.

**Section 12 – Safety**

Subcontractor shall take all reasonable safety precautions pertaining to its Work and the conduct thereof. Without limiting the generality of the foregoing, it shall comply with all applicable laws, ordinances, rules, regulations and orders issued by any public or governmental body or authority, whether federal or otherwise, including, but not limited to, occupational safety and health legislation and, in addition, the safety measures called for by Contractor. In accordance with the Contractor's safety requirements, which shall be provided in their entirety upon request, all personnel on Consigli Construction project sites shall wear Osha approved hard hats and safety glasses at all times. This is a mandatory requirement."

**Section 13- OSHA 10 Training-** It is the policy of Consigli Construction that the prevention of occupational injuries and illnesses will be given priority equal with productivity and quality. The maintenance of a safe working environment is the responsibility of all individuals working on-site, therefore, all Subcontractors shall share in the responsibility for contributing to the establishment of an accident-free environment by providing all employees with OSHA 10 hour training and certification prior to working on any Consigli Project site.

**Section 14 - General Protection – Hazardous Materials** - It is mutually understood and agreed that the project at hand may involve renovation of existing building(s). If this is the case, the existing building(s) may contain lead, asbestos, or other hazardous materials. Therefore, it shall be the responsibility of the each Subcontractor to thoroughly review the existing site conditions, existing building elements and any environmental reports and/or surveys prior to commencing work. If it is confirmed that hazardous materials of any kind exist, It shall be the responsibility of the Subcontractor to train all employees with respect to protection from said hazardous materials in accordance with all applicable OSHA standards and regulations prior to commencing work on site.

**Section 15 – Compliance with Law**

Subcontractor shall fully comply with all applicable laws, ordinances and regulations, including those related to equal opportunity and discrimination, and shall obtain and pay for all permits, licenses and official inspections necessary for its Work.

**Section 16 – Utilizing Consigli Gateway** - This project will utilize the Consigli controlled master data base for all project documentation. This data base, known as Gateway, will be accessed through the internet and will be updated in real time by project team members such as the architect or Consigli. This contractor will be issued a user name and password and will be expected to obtain drawings, sketches RFIs, meeting minutes, coordination drawings, schedule updates, change information, etc via this database. Consigli will notify subcontractors as relevant items are added. It will be the responsibility of this contractor to regularly check and review updated documents as they are added to the database.

**Section 17 – Sales Tax**

All prices set forth herein CLICK HERE all applicable Sales and/or Use Taxes.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers or duly authorized agents.**

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*Consigli Construction Co., Inc.*

Contractor

By

Date

Subcontractor

By

Date

For Subcontractor Review

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