

**SUBCONTRACT AGREEMENT**  
(Long Form, With Bond, Rev. April 06, 2001)

**Project:** *Project Name*

**Date:** *Sample*

**Subcontract:** *Subcontract*

**Subcontract No.:** *Sample*  
Maxwell Contract No.: *Sample*

**General Contractor:** TG CONSTRUCTION, INC.  
119 Standard Street  
El Segundo, California 90245

**Telephone:** (310) 640-0220  
**Fax:** (310) 640-2907

**Subcontractor:** *Sub Name*  
*Address*  
*City, State Zip*  
*License # Sub License No.*  
Attention: *Contact Name*

**Telephone:** *Sub Phone*

**Fax:** *Sub Fax*

**Site Address:** *Project Name*  
*Address*  
*City, State Zip*  
**Telephone:** *Project Phone*  
**Fax:** *Project Fax*

In consideration of the mutual covenants hereinafter set forth, Contractor and Subcontractor hereby agree as follows:

**I. Definitions**

- A. Owner: *Owner Name*
- B. Architect: *Architect Name*
- C. General Contract: The agreement between Owner and General Contractor for construction of the work.
- D. Contract Documents: The drawings and specifications, general conditions and any special conditions prepared by the Architect and/or the Architect's consultants covering the work.
- E. Work: All work to be performed by the General Contractor pursuant to the terms of the General Contract.
- F. Site: The real property on which the work is to be constructed as more particularly described in the Contract.
- G. Subcontract: This agreement between General Contractor and Subcontractor together with the Exhibits as noted and TG Construction's General Terms pages 1-6 dated April 06, 2001 attached hereto and all change orders issued pursuant to the terms hereof.
- H. Subcontract Documents: This Subcontract and all drawings and specifications identified in Paragraph I, below.
- I. Subcontract work: All work required to be performed pursuant to the terms of this Subcontract and generally described as:  
*Project Name* in accordance with plans and specifications issued by the Architect as listed in attached Exhibit "\_\_\_" dated \_\_\_ and as particularly set forth in Specification Sections:

THE WORK OF THIS SUBCONTRACT INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:

**A. SCOPE OF WORK:**

*{Contracts.ScopeOfWork}*

**Inclusions:**

*{ContractInclusions.Description}*

- End of Section -

**B. Exclusions:**

*{ContractExclusions.Description}*

- End of Section -

**C. SCHEDULE:** The Subcontractor shall provide sufficient manpower and equipment necessary to maintain or improve upon the General Contractor's Construction Schedule, Exhibit "\_\_\_" "\_\_\_" schedule dated \_\_\_. Revisions to, or confirmation of this schedule will be regularly discussed as the work progresses. These discussions along with weekly or other "look ahead" schedules as may be distributed by the General Contractor shall be considered the "Working"

schedule for the work. Subcontractor hereby agrees to coordinate and schedule his work in order to maintain the Working Schedule.

- End of Section -

**D. GENERAL PARAGRAPHS:**

1. In the specifications where reference is made to "Contractor" and to the work performed or directed by "Contractor", and where such work is a part of the Subcontractor's trade, said work shall be done by the Subcontractor.
2. If any changes or substitutions made by the Subcontractor increases the cost of the work of the General Contractor or the cost of the work of another subcontractor, then the increased cost shall be borne by Subcontractor.
3. Subcontractor shall furnish bonds on AIA forms in the full amount of the Subcontract to guarantee performance and payment of the work hereunder. The General Contractor will pay for these bonds direct to broker or surety. The legal and overhead costs incurred by the General Contractor in the pursuit of settlements under the required bonds shall be borne by the Subcontractor. For all change orders to this Subcontract, the Subcontractor shall include in the cost of the change order the additional bond premium cost and shall pay such cost to the bonding company. The penal sum of the bond shall be adjusted by the value of the change order.
4. Subcontractor shall at all times during the progress of the work have an authorized representative of its company at the jobsite who can receive orders and has full authority to make decisions regarding the work to be performed hereunder and who has complete responsibility for the work insofar as this Subcontract is concerned. The Subcontractor shall provide the name and emergency or home telephone number of the corporate or company officer, general superintendent, and the project superintendent or foreman.  
  

Corporate Officer	Home/Emergency Phone No.
General Superintendent	Home/Emergency Phone No.
Project Superintendent / Foreman	Home/Emergency Phone No.
5. All traffic control of Subcontractor's own operations including that of his suppliers is included in subcontract amount. This includes flagmen, barricades, permits, etc., as may be required by any legal agency having jurisdiction over this project.
6. Subcontractor shall cooperate with General Contractor and other subcontractors to coordinate space requirements required by each subcontractor's equipment and material storage. Hoisting of Subcontractor's materials and equipment will be at Subcontractor's expense.
7. Subcontractor shall bear all costs for Subcontractor's employees' parking, drinking water and ice.
8. Reports shall be submitted daily to the General Contractor, no later than 9:00 a.m. the following day indicating the number of personnel working on the project site the previous day along with a description of activities and equipment used in the conduct of the work.
9. The Subcontractor shall be responsible for coordinating his work with that of other trades. In the event that the completed work of any trade has to be removed, replaced or modified due to the Subcontractor's negligence in completing his work within a reasonably scheduled period, or due to lack of coordination on the part of the Subcontractor, the cost of removing, replacing and modifying such work will be from the Subcontractor's account.
10. It shall be the sole responsibility of the Subcontractor to ensure that their work is performed in compliance with the health and safety requirements prescribed by the Occupational Health and Safety Act as well as the requirements of the state and local agencies having authority and jurisdiction over matters of industrial and construction occupational health and safety.

11. Progressive construction cleanup and disposal off jobsite of Subcontractor's waste materials is to be performed by Subcontractor. If the subcontractor fails to perform cleanup of his work within 24 hours of notification by the General Contractor, General Contractor shall proceed to have the cleanup performed for subcontractor and charge the costs to the Subcontractor's account.

12. All Subcontractor's equipment, material, means and methods will be designed and attached for seismic loading in accordance with governmental agencies having jurisdiction over the work.

13. Subcontractor shall furnish and install without any extra charge, all work and materials not mentioned or shown, but generally included under this class of contract, necessary for the proper execution and completion of the work, and also any work or materials of the kind herein contracted as required to conform this work to all laws, rules and regulations as administered by Municipal, State, Federal and Public agencies having jurisdiction over the work. Subcontractor shall assure that all work performed will pass final inspection by the appropriate jurisdiction.

14. Subcontractor shall procure and pay for all licenses, permits, approvals, certificates and authorizations necessary to the prosecution and completion of its work and deliver evidence of same to General Contractor unless otherwise noted. Subcontractor shall promptly notify the General Contractor and the respective departments or official bodies when its work is ready for inspection and shall, at once, do all work required to remove any violations or to comply with such inspections, without additional charge to General Contractor.

15. If it is necessary for the Subcontractor to remove or relocate any safety barricades, perimeter cables, toe boards, planking, etc. at building perimeter, shafts and floor openings, Subcontractor shall:

- a. Notify the General Contractor's superintendent prior to removing said barricades, etc.
  - b. Maintain a safety watchman at said area during the entire time barricades, etc. are removed.
  - c. Reinstall said barricades, etc. at completion of work in that area in accordance with all codes or regulations.
- Under no circumstances is any area to remain unprotected and unsupervised for any length of time.

- End of Section -

**II. SUBCONTRACT PRICE:**

The cost to furnish and install as directed, including all taxes, all work described herein as necessary for a complete and operable system is: *\$Sample*

**SUBCONTRACT BREAKDOWN**

**Preconstruction Services                      \$Sample**

**III. SUBCONTRACTOR'S OBLIGATION:**

In consideration of Contractor's obligation to pay to Subcontract the subcontract price in accordance with the provisions of the General Terms hereof, Subcontractor agrees to furnish all labor, material, supplies, equipment, services, machinery, hoisting equipment, scaffolding, tools, transportation, and facilities of every kind and description required for prompt and efficient execution of the Subcontract work in strict accordance with the terms of the Subcontract.

In witness whereof, the parties hereto have executed this Subcontract as of the date first above written at El Segundo, California. This Agreement encompasses all terms and conditions of the contract between Owner, TG Construction and its Subcontractors.

Subcontractor: *Subcontractor Name*

General Contactor: **T.G. Construction, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

cc:        Contracts Administrator (executed copy), File