

SUBCONTRACT AGREEMENT

KENDALE DESIGN / BUILD, LLC

CGC 045522

4501 Beverly Avenue
Jacksonville, Florida 32210

Telephone 904/384-8611
Fax 904/388-7646

THIS AGREEMENT made this _____ by and between:

«Company_Name»	Phone Number: «Phone»	Subcontract ID No.: 09319-«Contract_No»
«Address_Line_1»	Fax Number: «Fax»	Subcontract Amount: «Amount»
«City_State_Zip»	«Email_Address»	Cost Code: «Cost_Code»

hereinafter called the **Subcontractor**, and **KENDALE DESIGN / BUILD.**, hereinafter called the Contractor.

For the consideration hereinafter named, the **Subcontractor** covenants and agrees with said Contractor, for Contractor _____ for the project titled _____ as follows:

This is a lump sum contract. It is the intent of the Contractor that the Subcontractor provide _____ Services, and as such, this subcontract shall be all inclusive of the scope of work as intended by the bid documents. The lump sum amount quoted shall only be modified as a result of an Owner change to scope of work shown in the bid documents.

_____ : For clarification purposes only, and in conjunction with the above paragraph, this subcontract shall include, but is not limited to, the following items:

1. Subcontractor shall be responsible for daily cleaning of his construction debris. Debris shall be placed in the subcontractors dumpster and removed by the subcontractor.
2. Subcontractor shall be responsible for the removal and replacement of any work deemed poor in quality.
3. Subcontractor shall have a responsible individual onsite at all times while his forces are working.
4. Subcontractor shall abide by all OSHA and Kendale safety requirements.

Section 1. The **Subcontractor** shall furnish all labor, tools, and equipment for the Scope of Work described for the above named project, in strict accordance with the plans and specifications.

Section 2. The **Subcontractor** shall obtain and pay for Workman's Compensation and Public Liability Insurance, Property Damage and all other necessary insurance, as required by Contractor, and shall furnish a Certificate of Insurance evidencing such coverage prior to commencement of any work. Contractor shall not be obligated to process or pay any payment request until **Subcontractor** has furnished Contractor a certificate of insurance, proof of workman's compensation coverage, proof of licensing and any other similar documentation which Contractor reasonably requests. The **Subcontractor** shall name the Contractor as an **additional insured on their insurance**.

Section 3. The **Subcontractor** shall pay all Sales taxes, Unemployment Compensation taxes, and any other applicable fees or taxes for the material and labor furnished under this contract, as required by the United States Government and the State in which this work is performed. **Subcontractor** shall also comply with all building codes, state, federal and local laws, rules and regulations, including OSHA.

Section 4. No extra work or changes under this Contract will be recognized or paid without a written change order signed by the Contractor. Unless the change order specifically states otherwise, the Contractor shall not be liable to pay for any extras to this Contract unless Contractor receives payment therefrom from the Owner and the receipt of payment from Owner for such extra work shall be a condition precedent to Contractor's obligation to pay **Subcontractor** for same.

Section 5. This contract shall not be assigned, nor shall the work be subcontracted by the **Subcontractor**, without permission in writing from the Contractor.

Section 6. **Subcontractor** shall _____ shall not X provide a Payment and Performance Bond in the amount of the Contract Price prior to the commencement of work. The surety on such bond shall be acceptable to Contractor.

Section 7. **Subcontractor** shall furnish any lien releases reasonably requested by Contractor prior to being entitled to payment, including any lien releases that Contractor must submit in order for Contractor to get paid. Also furnish any lien releases from lower tier Subcontractors, and Material Suppliers. **Subcontractor** shall pay for all labor utilized in connection with its performance of the work and shall pay all amounts due its sub-subcontractors, and suppliers if any.

Section 8. The **Subcontractor** shall, and does hereby, guarantee all of its work and agrees to make good, without cost to the Owner or any cost to the Contractor, any and all defects due to imperfect workmanship which appear within a period of one (1) year from the date of substantial completion of the project, or as required by the prime contract documents, whichever is longer.

Section 9. Time is of the essence with respect to the **Subcontractor's** performance of the scope of work of this subcontract. **Subcontractor** shall perform its work in a timely manner and in compliance with any time constraints set forth in the prime contract and in compliance with all schedules for the work. If **Subcontractor** shall fall behind schedule, it shall supply such additional labor and materials as may be necessary to accelerate the work until the work is in compliance with the project schedules and the contract documents.

Section 10. The **Subcontractor** shall at all times keep the premises free from accumulations of waste material or rubbish from and about the project and it shall remove all its tools, equipment, and debris. Contractor will furnish a dumpster for the removal of construction debris by the **Subcontractor**. **Subcontractor** shall leave its work "broom clean" or its equivalent. If **Subcontractor** fails to do so, the Contractor may remove the rubbish and back-charge the cost to the **Subcontractor**.

Section 11. For and in consideration of one percent of the contract price, the **Subcontractor** shall indemnify and hold harmless Contractor, Owner and General Contractor (if applicable) from all claims, damages, losses and expenses, arising out of or resulting from the performance of Subcontractor's work under this **Subcontract**, including, but not limited to, any claims related to failure to properly perform the work, the failure of **Subcontractor** to pay for labor or materials used in the performance of the work, claims for bodily injury, sickness, disease or death, and claims for injury to or destruction of property, regardless of whether such claims are caused in whole or in parts by any acts, omissions or default of Contractor, Owner or General Contractor.

Section 12. In the event of litigation, the prevailing party shall recover attorney's fees, including any attorney fees incurred on appeals in arbitration, court costs and interest at the prevailing rate. Venue for such proceeding shall be Jacksonville, Florida. Both parties waive the right to a jury trial. **Subcontractor** shall be bound by the dispute resolution provisions in the prime contract to the extent Contractor is bound by same. If requested by Contractor, **Subcontractor** shall participate as a party in any proceedings in which the Owner is also a party, even if the dispute involving the Owner and Contractor is in arbitration. Otherwise, there is no requirement for arbitration.

Section 13. For performance of the work, Contractor shall pay to the **Subcontractor** the total of: **THREE THOUSAND DOLLARS and NO CENTS (\$3,000.00)**. Pay requests shall be submitted monthly and payments shall be made after payment by Owner to Contractor, which payment by Owner (or General Contractor if applicable) to Contractor shall be a condition precedent to Contractor's obligation to make payment. Final payment shall be paid within thirty (30) days of 100% satisfactory completion of all work on the project and payment therefore by Owner (or General Contractor if applicable) to Contractor, receipt of which payment shall be a condition precedent to Contractor's obligation to make final payment to Subcontractor. Contractor may hold 10% Retainage until final payment.

Section 14. **Subcontractor** shall submit a schedule of values acceptable to Contractor and all progress payments shall be based upon work completed and the approved schedule of values. **Subcontractor must use the attached Pay Request form, including its Schedule of Values and must have a purchase order number, invoice number and job number shown in the appropriate space on the form.** Pay Requests should be mailed or hand delivered to the Kendale office at 4501 Beverly Avenue Jacksonville, FL 32210, faxed copies will not be accepted.

Section 15. The **Subcontractor** agrees to furnish the Contractor with a copy of an adopted safety plan, provided the same be in conformity to the OSHA Act, and approved by the contractor. In the absence of an acceptable plan the **Subcontractor** agrees to comply and abide either to an Owner or Contractor plan, whichever the case may be, at all times.

Section 16. Contractor may terminate or suspend this **Subcontract** if the Contractor's contract with the Owner (or General Contractor) is terminated or suspended for any reason beyond Contractor's control.

Section 17. The Contractor and **Subcontractor** hereby agree to the full performance of the covenants of this Agreement by their signatures below:

Section 18. No payment will be issued until the Subcontractor Agreement, W-9, and Certificate of General Liability and Worker's Compensation paperwork is returned to Kendale Design/Build. **Subcontractor Requisitions will be paid once a month per project. Requisitions should be in our office by the 25th of the month and will be paid upon receipt of and clearance of the payment from the client. Checks are only issued on Fridays.**

All invoicing **must** be billed on a Subcontractors Requisition Form and **must** have a Progress/Partial or Final Lien release and Schedule of Values or invoice attached. If you do not have these forms please contact the office and they can be emailed or faxed to you.

All Subcontract Draws should be billed with 10% retainage deducted and a *separate invoice* for the retainage **must** be submitted for payment, along with a Conditional Final Release of Lien. The 10% retainage will be approved and paid 30 days after successful completion of the Subcontractor's scope of work.

Any invoices that do not meet these requirements will be returned to the Subcontractor for correction and payment may be delayed.

Kendale Design /Build. is a drug-free workplace. Certain contracts may require all subcontractor's employees to submit to substance use screening for each assigned employee.

SUBCONTRACTOR

Federal Identification No. _____

KENDALE DESIGN / BUILD

Signature

Signature

Name Title

Name Title

Date

Date