

Construction Subcontractor Agreement

This **Construction Subcontractor Agreement** (the "**Agreement**") is entered into as of _____ (the "**Effective Date**"), by and between the following parties:

Contractor

Subcontractor

The Contractor and the Subcontractor may be referred to individually as a "**Party**" and collectively as the "**Parties**."

1. Purpose and Scope of Work

The Contractor engages the Subcontractor to perform certain construction-related services in connection with the project identified below (the "**Project**"), and the Subcontractor agrees to perform such services in accordance with the terms of this Agreement.

Project Details:

Item	Description
Project Name	
Project Location	
General Description	

The Subcontractor shall provide all labor, supervision, materials, equipment, and services necessary to complete the following scope of work:

All work shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards.

2. Contract Documents

This Agreement includes and incorporates by reference the following documents, which together form the complete agreement between the Parties:

- This Agreement
- Project plans and specifications provided by the Contractor
- Any written change orders issued in accordance with this Agreement

In the event of inconsistency, this Agreement shall prevail unless expressly stated otherwise.

3. Term and Schedule

The Subcontractor shall commence work on _____ and shall achieve substantial completion by _____, subject to adjustments agreed in writing.

The Subcontractor shall coordinate its work with the Contractor and other parties on the Project and comply with the project schedule provided by the Contractor.

4. Compensation and Payment Terms

The Contractor shall pay the Subcontractor for the satisfactory completion of the Work as follows:

Description	Amount
Total Contract Price	
Payment Schedule	

Payment shall be made within _____ days after receipt of a valid invoice and confirmation that the corresponding work has been satisfactorily completed.

The Contractor may withhold reasonable amounts for incomplete or defective work, subject to prompt notice to the Subcontractor.

5. Changes to the Work

The Contractor may request changes to the scope of work. Any such changes must be documented in a written change order signed by both Parties.

The change order shall specify:

- The revised scope of work
- Adjustments to price
- Adjustments to the schedule

The Subcontractor shall not proceed with changed work until a written change order is executed.

6. Subcontractor Obligations

The Subcontractor shall:

- Perform the work in compliance with all applicable laws, regulations, codes, and safety requirements
- Obtain and maintain all necessary licenses, permits, and approvals
- Provide qualified personnel and adequate supervision
- Maintain a clean and safe worksite
- Promptly correct any defective or non-conforming work

The Subcontractor shall be responsible for its employees, agents, and lower-tier subcontractors.

7. Contractor Obligations

The Contractor shall:

- Provide access to the Project site as reasonably required
- Supply relevant project documentation and instructions
- Coordinate overall project activities
- Make payments in accordance with this Agreement

8. Insurance

The Subcontractor shall maintain, at its own expense, insurance coverage appropriate for the nature of the work, including:

- General liability insurance
- Workers' compensation insurance (where applicable)
- Any other coverage required by law or reasonably requested by the Contractor

Proof of insurance shall be provided upon request.

9. Health and Safety

The Subcontractor shall comply with all applicable health and safety laws and site-specific safety requirements.

The Subcontractor shall take all reasonable precautions to protect persons and property and shall immediately report any incidents, injuries, or hazards to the Contractor.

10. Inspection and Acceptance

The Contractor shall have the right to inspect the work at any time.

Work shall be deemed accepted only upon written confirmation by the Contractor. Acceptance does not relieve the Subcontractor of responsibility for latent defects or non-compliance discovered later.

11. Delay and Force Majeure

If the Subcontractor is delayed due to events beyond its reasonable control, including but not limited to natural events, labor disputes, or supply disruptions, the Subcontractor shall promptly notify the Contractor.

The schedule may be adjusted by mutual written agreement to reflect such delays.

12. Termination

Either Party may terminate this Agreement under the following conditions:

Termination for Cause:

If a Party materially breaches this Agreement and fails to cure such breach within _____ days after receiving written notice, the non-breaching Party may terminate this Agreement.

Termination for Convenience:

The Contractor may terminate this Agreement without cause by providing [Number] days' written notice to the Subcontractor.

Consequences of Termination:

Upon termination:

- The Subcontractor shall stop work promptly
- The Contractor shall pay for all satisfactorily completed work up to the termination date
- The Subcontractor shall deliver all completed and partially completed work

13. Liability and Responsibility

Each Party shall be responsible for its own acts and omissions and those of its employees and agents.

The Subcontractor shall be responsible for damage caused by its work to the extent such damage results from its failure to perform in accordance with this Agreement.

14. Confidentiality

The Subcontractor shall keep confidential all non-public information received from the Contractor related to the Project and shall not disclose such information except as necessary to perform the work.

15. Independent Contractor Relationship

The Subcontractor is engaged as an independent contractor. Nothing in this Agreement shall be construed as creating an employment, partnership, or joint venture relationship between the Parties.

16. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____.

The Parties shall attempt in good faith to resolve any dispute through negotiation. If a dispute cannot be resolved, it shall be submitted to a competent court of jurisdiction unless the Parties agree in writing to an alternative dispute resolution method.

17. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior discussions or agreements.

18. Amendments

This Agreement may only be amended by a written document signed by both Parties.

19. Notices

All notices under this Agreement shall be in writing and delivered to the addresses of the Parties set out above or to such other address as a Party may designate in writing.

20. Assignment

The Subcontractor shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Contractor, which shall not be unreasonably withheld.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Construction Subcontractor Agreement as of the Effective Date written above.

Contractor

Name

Date

Signature

Subcontractor

Name

Date

Signature



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