



**WELLIVER McGUIRE INC.
SUBCONTRACT AGREEMENT**

Job Name:

Job No.:

Code: «Code»

Date: «Date»

This Subcontract Agreement ("Agreement") made as of the date set forth above is between **WELLIVER McGUIRE INC.**, 250 North Genesee Street, Montour Falls, NY 14865 ("Contractor") and **«Company»**, «Street», «City», «State» «Zip», («Phone», «Fax»-fax) ("Subcontractor"). The Contractor and ("Owner") entered into a Contract for construction services ("Construction Agreement") to be performed at the (the "Project"). The architect/engineer for this project is:

The Contractor and the Subcontractor agree as set forth below:

1. **General Conditions.** This Agreement is to be used in conjunction with the Welliver McGuire Inc. General Conditions of the Subcontract Agreement dated January 1, 2009 ("General Conditions"). The General Conditions are incorporated by reference and made a part of this Agreement. Unless otherwise defined in this Agreement, capitalized terms used in this Agreement are defined in the General Conditions or the Contract Documents. This Agreement, the General Conditions and other Contract Documents comprise the entire and integrated agreement between the Contractor and Subcontractor superseding prior negotiations, agreements and representations, oral or written. No modification of this Agreement shall be effective unless it is in writing and signed by a duly authorized officer of Contractor, nor may the provisions of this clause be waived except by such writing. This Agreement shall be binding upon and inure to the benefit of Contractor, Subcontractor, their successors, assigns and legal representatives. The General Conditions, Release and model Insurance Certificate can be viewed (pdf) and downloaded at buildwelliver.com - Subcontractor Requirements tab.

2. **Work.** The Work of this Agreement is as follows:

Scope or Exhibit "A"

The following Alternates have been accepted by Owner and are made a part of this Agreement:

None

3. **Contract Price.**

a. Contractor shall pay Subcontractor for the satisfactory performance and completion of the Work **\$«Amount»** ("Contract Price"). If the Contract Price is based upon Unit Prices, payment shall be made in accordance with the Unit Price Schedule attached hereto. Payment shall be made in accordance with the terms set forth in the General Conditions unless otherwise set forth below:

b. Contract price is exempt from Sales Tax: Yes **«TE Yes»** or No **«TE No»**

4. **Commencement and Completion.**

a. The Subcontractor shall commence work on _____.

b. The Work shall be substantially complete not later than _____ . Time is of the essence in the performance of this agreement.

5. **Surety Bond.**

a. If as of the date of this Agreement, Contractor requires Subcontractor to provide performance and/or payment bonds, the Contract Price includes all costs incident thereto and such bonds shall be delivered to Contractor in such form, as Contractor shall reasonably require.

b. Surety Bonds required for this Subcontract. Yes **«BondYes»** or No **«BondNo»**

Notwithstanding any contrary provisions, Contractor reserves the right to require Subcontractor to furnish performance and/or payment bonds during the course of the Work. If such bonds are required subsequent to the date of this Agreement, the Contract Price shall be increased by the Subcontractor's cost to obtain the required bonds with no additional markup by Subcontractor.

- c. Retainage to be withheld by Contractor shall be equal to **10%** of the Contract Price.
(See Article 4 of the General Conditions if you would rather provide a payment and performance bond to reduce retainage to the percentage required of the Contractor under the Construction Agreement.)

- 6. **Insurance.** Subcontractor shall obtain insurance coverage under policies naming Contractor, Owner and Architect/Engineer as additional insureds, with coverage conforming to the scope of the Work. Insurance requirements are set forth in the General Conditions. Proof of coverage shall be in a form satisfactory to Contractor and Owner. Noted aggregates are to be solely applicable to the Work and not applicable to Subcontractor's operations at any other site (including other projects at the same site) even if Subcontractor's other work involves Contractor or Owner. Subcontractor's insurance shall be primary.
- 7. **Representations.** Subcontractor represents that it is fully qualified to perform the Work. Prior to executing this Agreement, Subcontractor independently investigated the Work, the conditions involved in performing the Work, the obligations of this Agreement, the Contract Documents and all information furnished by Contractor or others. Subcontractor acknowledges receipt of and opportunity to review the General Conditions and Project Manual. Based on this, Subcontractor has (i) satisfied itself that the information provided by the Contract Documents, the Contractor and the Owner is accurate; and (ii) made all examinations and tests and obtained all information it deems necessary to determine the difficulties and hazards incident to the performance of the Work. The Contract Price includes all costs incident to the results of any examinations or tests, difficulties and hazards. This Agreement is signed and executed by a legal representative of Subcontractor, authorized to bind Subcontractor to the terms of this Agreement. Subcontractor further represents and warrants that if it is a corporation, it validly exists, in good standing and qualified to do business in the state in which the Work is to be performed.
- 8. **Counterparts.** This Agreement may be executed in any number of counterparts and no counterpart must contain the signatures of all parties as long as each party has signed at least one separate counterpart. Evidence of signature given by facsimile shall be binding. Each counterpart shall constitute an original instrument, but all such counterparts shall constitute one and same Agreement.

Contractor and Subcontractor, by their duly authorized representatives, have executed this Agreement as of the date set forth above.

Welliver McGuire Inc.

«Company»

By: _____
James D. Young

By: _____

Its: _____
Chief Operating Officer

Its: _____