

# SHORT FORM SUBCONTRACT AGREEMENT

**1. Parties and Project:** This Agreement is between:

Contractor: S.J. Amoroso Construction Co., Inc., located at 390 Bridge Parkway, Redwood Shores, CA 94065; and

Subcontractor: \_\_\_\_\_, located at \_\_\_\_\_

Phone: \_\_\_\_\_

This Agreement is executed in connection with the following Project: \_\_\_\_\_, located at: \_\_\_\_\_

The Owner is: \_\_\_\_\_, whose address is \_\_\_\_\_

**2. Familiarity with Project and Contract Documents; Entire Agreement:** Subcontractor certifies that it is fully familiar with all of the terms, conditions, and obligations of the Contract Documents as defined in the Prime Contract, the job site, and the conditions under which the work is to be performed, and that it enters into this Agreement based upon its investigation of all of such matters and is in no way relying upon Contractor's opinions or representations. This Agreement together with the Contract Documents, which are hereby incorporated by reference, represents the entire agreement between Contractor and Subcontractor; Subcontractor agrees to be bound to Contractor in the same manner and to the same extent as Contractor is bound to Owner under the Contract Documents.

**3. Scope:** Subcontractor agrees to perform and furnish all labor, services, materials, and equipment required to complete: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for the Project in strict accordance with the Contract Documents and the highest standards.

**4. Contract Price:** Contractor agrees to pay Subcontractor the sum of: \_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_) for the strict performance of its work, subject to additions and deductions for changes in the work made in accordance with Paragraph 8.

a) Within 10 days of its receiving payment from Owner for Subcontractor's work, Contractor will pay Subcontractor; provided subcontractor is in compliance with this agreement and that each payment application is accompanied by either a waiver and release upon progress payment or upon final payment, as appropriate.

b) Contractor may deduct from any payment an amount equal to 150% of the amount of any unresolved claim or dispute arising out of Subcontractor's performance, and, to the extent that Owner is allowed to retain a percentage of the progress payments due to Contractor as retention under the Contract Documents, Contractor is entitled to withhold a similar amount from Subcontractor's progress payments.

**5. Insurance:** At all times and on all operations under this Agreement, Subcontractor must carry insurance as follows:

a) Workers' Compensation of at least \$1,000,000 and Employers Liability Insurance in accordance with the laws of California.

b) Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

c) Comprehensive Automobile Liability Insurance with limits of at least \$1,000,000 per occurrence and \$1,000,000 aggregate.

d) Subcontractor shall name Contractor as "Additional Insured" under its Commercial General Liability Policy using ISO form 2010 11-85 edition. Subcontractor shall also provide "Certificates of Insurance" to Contractor. The certificates shall provide that

there will be no cancellation or reduction of coverage without 30 days prior written notice to Contractor.

**6. Indemnity:** Subcontractor will defend, indemnify and hold harmless Contractor and Owner, and their respective officers, directors, agents, employees and subcontractors from and against all claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including attorney's fees, court costs and expenses of claim resolution or litigation, which Contractor or Owner and their respective officers, agents and employees may sustain by reason of any act or omission by Subcontractor, its officers, agents, or employees, arising out of Subcontractor's work, except those claims arising out of the sole negligence or willful misconduct of the party seeking indemnification.

**7. Time and Scheduling of Work:** Time is of the essence of this Agreement. Contractor will have complete control of the premises on which the work is to be performed, and will have the right to decide the time and order in which the various portions of the work will be installed, and the priority of the work of subcontractors, and in general, all matters representing the timely and orderly conduct of the work of Subcontractor on the premises. Subcontractor will be liable for any and all loss and damages, including consequential damages and liquidated damages, sustained by Contractor as a result of delay to the Prime Contract work caused by Subcontractor's default in the proper performance of its work.

**8. Changes:** Subcontractor will proceed with any Change to the Work upon receipt of written authorization from Contractor in the form of a Change Order. Absent such written authorization, Subcontractor will adhere strictly to the requirements of the Contract Documents. Subcontractor will not be paid for any extra work if Subcontractor performed without Contractor's written authorization.

**9. Attorney And Consultant Fees:** In any dispute arising out of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, costs and expenses, including consulting fees.

**10. Liens:** Subcontractor will indemnify and hold harmless Contractor and Owner against all liability for claims, stop notices and liens for labor

performed or materials furnished to the Project, including any costs and expenses for actual attorney and consultant fees incurred in good faith, and all incidental or consequential damages resulting to Contractor or Owner from such claims, stop notices or liens.

**11. Workmanship:** Every part of the work described in this Agreement will be executed in strict accordance with the Contract Documents in the most sound, workmanlike and substantial manner. All workmanship will be the best of its kind, and all materials used in the work described in this Agreement will be furnished in ample quantities to facilitate the proper and expeditious execution of the work, and will be new and the best of their respective kinds, except as otherwise provided in the Contract Documents.

**12. Protection of Work:** Subcontractor will effectively secure and protect the work done pursuant to this Agreement and assume full responsibility for the conditions of its work until final acceptance by Architect, Owner and Contractor. Subcontractor will provide such protection as necessary to protect the work, and the workers of Contractor and other subcontractors, from its operations. Subcontractor will be liable for any loss or damage to any work in place or to any equipment and materials on the jobsite caused by it or its agents, employees or guests, and will promptly repair or replace any damaged work, property or materials.

**13. Venue:** Subcontractor agrees that any action brought to enforce any of the terms and provisions of this Agreement will be brought in San Mateo County, California.

**14. Independent Contractor Responsible for Laws, Permits, Safety and Taxes:** Subcontractor is an independent contractor.

a) At its sole cost and expense, Subcontractor will comply with all laws, rules, ordinances, codes and regulations of all governing bodies having jurisdiction over the work, obtain all those necessary permits and licenses for its work customarily provide by subcontractors in the relevant trades, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for Social Security and Unemployment that are measured by wages, salaries, or other

remuneration's paid to Subcontractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations.

b) Subcontractor, its employees, and Subcontractor's subcontractors and their employees, will comply with all applicable Federal, State, local and other legally required building, safety, and health standards, labor relations laws, employment laws, including the Equal Opportunity Employment Policy of the Contractor, affirmative action programs, patent, copyright and trademark laws, or any other legally required standards, orders, rule, regulations, codes, or laws applicable to the work to be performed under this Agreement.

**15. Non-Discrimination:** It is Contractor's policy that it will not discriminate against its employees, applicants for employment, employees of the city of San Francisco, or members of the public on the basis of race, sex, color, creed, sexual orientation, gender identity (transgender status), or HIV status, national origin, ancestry, age, or disability.

**16. Addendum For Public Works Projects:** The provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, which are attached as Appendix A, are incorporated into this Agreement and Subcontractor agrees to comply with all of the above-referenced provisions applicable to the performance of its work on the Project.

a) Specifically, for all public projects, the Subcontractor agrees to: (1) Pay all workers not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed; (2) Pay all workers not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code; (3) Adhere to the compliance measures outlined in Labor Code Section 1775(b) for any second tier Subcontractor that the Subcontractor chooses to use on this project; (4) Submit certified payroll records to the Contractor on a weekly basis. Records will be provided no later than 5 days following the last day of each workweek; and (5) Comply with the applicable requirements and joint apprenticeship standards as required by Labor Code Section 1777.5.

b) Prior to receiving final payment for work performed on this project, Subcontractor will sign an affidavit under penalty of perjury that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or employees for the proper craft needed to fulfill the obligations of this Agreement.

c) Subcontractor agrees to indemnify and hold harmless the Contractor for any violations of the above referenced Labor Code provisions caused by the Subcontractor's failure to comply with said provisions.

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Subcontractor:

Contractor: S. J. Amoroso Construction Co. Inc.

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

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

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Title)

Contractor's State License No. \_\_\_\_\_

Contractor's State License No. 331024

Federal ID No. \_\_\_\_\_

Federal ID No. 94-1461459

Corporation  Partnership  Proprietorship

S. J. Amoroso Construction Co., Inc. is a California Corporation.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD - 9835 GOETHE ROAD, SACRAMENTO, CA 95826**