

GREER
Contracting Company
Building Contractors & Construction Managers

Greer Contracting Company
670 Clay Street
Winter Park, FL 32789
Phone 407/599-5380, Fax 407/599-5390

SUBCONTRACT

This Agreement (Subcontract) is made this day of , and effective immediately, by and between GREER CONTRACTING COMPANY (Contractor) and (Subcontractor) to perform the Work identified in Article 3 in accordance with the Contract Document for the Project.

PROJECT:

JOB NO:

DATE:

OWNER:

ARCHITECT:

CONTRACTOR:

GREER CONTRACTING COMPANY

Project Manager

Scott Greer

599-5380

Superintendent

Tony Darnell 407.947.2011

SUBCONTRACTOR:

CONTACT:

ARTICLE 1

CONTRACT DOCUMENTS Subcontractor certifies that he has examined all the plans, drawings and specifications prepared by said Architect for the entire work, of which the work covered by the Subcontract is a part. The plans and specifications are made a part of this Subcontract. The Subcontractor and his Subcontractors will be bound by all parts of said plans and specifications insofar as they relate in any way to the work undertaken herein. Subcontractor shall be bound to Contractor by the terms of the Contract, general conditions, drawings and specifications, and shall assume toward Contractor all the obligations and responsibilities that Contractor, by these documents, assumes towards the Owner. It is understood that in the event of conflict or inconsistencies between the provisions of this agreement and the Contract Documents, including the Owner-General Contractor Agreement, this agreement shall govern. There shall be no other contract documents except those specifically enumerated herein. Subcontractor specifically acknowledges that to the extent that Contractor's Agreement with the Owner contains a liquidated damages clause, Subcontractor shall be liable to Contractor in an amount not less than the amount contained in the Owner's liquidated damages clause, for delays incurred by the Owner which are attributable in whole or in part to the performance of the Subcontractor or its sub-subcontractors or suppliers.

ARTICLE 2

CONTRACT PAYMENT. Contractor agrees to pay Subcontractor for satisfactory and complete performance of Subcontractor's Work the sum of ("Price"). It is understood that the Subcontract is a lump sum cost agreement. All work and costs to complete the Work as shown on the plans and Specifications and described in the Scope of Work are the Subcontractor's sole responsibility.

Subcontractors' Application for Payment on Subcontractor's letterhead must be properly completed and submitted no later than the 20th of the month. Progress payments, less retainage of ten percent (10%), shall be made to Subcontractor for work satisfactorily performed. Such payments as required will be made no later than seven (7) days after Contractor has received payment from Owner for Subcontractor's Work. No payment will be made for materials or equipment stored on-site or off-site unless provision for payments for stored materials has been made in this Subcontract. Final payment of the balance of the Subcontract including retainage shall be made to Subcontractor no later than thirty (30) days after receipt by Contractor of final payment from Owner for Subcontractor's Work.

These payments made by Contractor for the Work under this Subcontract are subject to receipt of such Partial and Final Lien Waivers and Warranties as may be required by the Owner, the Contractor and the Contract Documents. Partial waivers of lien shall include by name any and all subsubcontractors and suppliers employed by Subcontractor to complete the Work.

Payment is to be made, subject to the condition stated above, in current funds at such time as the Contractor receives them from the Owner. It shall be a condition precedent to any liability of the Contractor to the Subcontractor for any payment to the Subcontractor, that the Contractor be in receipt of payment from the Owner for the Subcontractor's work. If the Owner has not paid the Contractor for any reason whatsoever, including the Owner's financial inability to pay or other reasons not related to this Subcontractor, the Subcontractor agrees that the Contractor shall not be liable for payment, nor be indebted to the Subcontractor. The Subcontractor assumes the credit risk of the Owner and agrees that he has relief on the Owner's credit and not that of the Contractor.

If Contractor has provided payment or performance bonds or a combination payment and performance bond, the obligation of Contractor, and its surety under any of those bonds to make any payment (whether a progress payment or final payment) to a claimant on that bond is similarly subject to the express condition precedent of payment therefore by the Owner.

The acceptance of final payment shall constitute a waiver of all claims by the Subcontractor arising out of or relating to this Subcontract or the work provided herein.

ARTICLE 3

SCOPE OF WORK. Subcontractor agrees to commence the Work described in the Scope of Work upon notification by Contractor and to perform and complete such Work in accordance with Contractor's schedule. This Work shall include all labor, material and equipment necessary or incidental to complete the following: for the Project as included in the Plans and Specifications (listed in Exhibit A).

ARTICLE 4

COMPLIANCE. All work, labor, materials and equipment provided under this Subcontract shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. Subcontractor must satisfy himself that the Plans and Specifications in fact comply with all applicable codes. Subcontractor shall notify Contractor prior to commencement of work of any requirement of the plans and specification not in strict compliance with such codes. There will be no extra payment for code compliance or any item of interpretation regarding enforcement of such codes. Subcontractor is representing by acceptance of this Subcontract that it has thoroughly researched all applicable codes and regulations affecting this Project.

ARTICLE 5

SCHEDULE OF WORK. Time is of the essence. Subcontractor shall provide Contractor with any requested scheduling information related to Subcontractor's Work. The Schedule of Work shall be prepared by Contractor and may be revised as the Work progresses. Subcontractor recognizes that changes may be made in the Schedule of Work and hereby agrees to comply with such changes in the schedule without additional compensation. Subcontractor shall coordinate its Work with the Contractor, subcontractors, and suppliers so as not to delay their performance or damage their work on the Project. If it deems necessary, the Contractor shall order the Subcontractor to accelerate its performance and the Subcontractor shall comply with such order. If the Subcontractor is required to accelerate its work, then Contractor's liability to Subcontractor shall be limited solely to the Subcontractor's actual cost to accelerate, without liability for any indirect costs of such acceleration.

ARTICLE 6

COORDINATION WITH OTHER TRADES. The Contractor's Superintendent shall have primary on-site authority and responsibility to manage the Work and to coordinate the activities of all subcontractors and suppliers. Subcontractor shall work with other trades and arrange to avoid conflicts. Subcontractor shall coordinate its work with other trades so that all construction work can generally proceed in its scheduled sequence without delays. Subcontractor shall furnish information to every other trade whose work adjoins or is contingent upon its work to assist in layout & installation of the Work satisfactorily and to avoid delays and defective and/or incomplete work.

ARTICLE 7

CHANGES. Contractor, without nullifying this Subcontract, may direct Subcontractor in writing to make changes to Subcontractor's Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth by the Contractor in a Subcontract Change Order pursuant to the issuance of a Field Order and/or Request for Proposal by the Contractor for modifications in the Work all subject to the terms of the Contract Documents.

ARTICLE 8

FAILURE OF PERFORMANCE. Should the Subcontractor, in the sole opinion of the General Contractor, at any time refuse, or be unable to supply a sufficient number of properly skilled workmen or sufficient quantity of materials of proper quality, or fail to prosecute the work covered by the Subcontract with promptness and diligence, or fail in the performance in any of the agreements herein contained, or file for or be declared bankrupt, or go into any form of receivership, or become insolvent, or should any workmen performing work by this Subcontract engage in a strike or other work stoppage or cease to work due to picketing, or should the Subcontractor fail to timely pay their Sub-Subcontractors, or any other activity, Contractor may, at its option, after forty-eight (48) hours written notice to the Subcontractor and its surety, if applicable, provide any such labor and materials and deduct the cost thereof from any money then due or thereafter to become due to the Subcontractor under this Subcontract.

Should Subcontractor, in the opinion of the Contractor, fail to satisfy any contractual deficiencies within the above referenced 48 hours period then the Contractor without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary including termination of this subcontract to correct said deficiencies and charge the cost thereof to Subcontractor who shall be liable for payment of such costs, including reasonable overhead, profit and attorneys' fees.

Further, in the event Subcontractor shall be indebted to Contractor for any costs, expenses and claims on other projects, Contractor shall be entitled to set aside or claim any sums owed Subcontractor under this agreement.

ARTICLE 9

INSURANCE. Subcontractor shall provide Contractor with an original Certificate of Insurance specifically naming the Project prior to the commencement of Subcontractor's Work. Subcontractor shall procure and maintain continuously in force for the duration of the Work, Worker's Compensation Insurance, Comprehensive General Liability Insurance, Property Damage Insurance, Comprehensive Automobile and Equipment Liability Insurance, and all other insurance as may be required of the Subcontractor under the Contract Documents. Except for Worker's Compensation, Contractor and Owner shall be named as additional insured on these insurance policies. Subcontractor shall provide to Contractor current Certificates of Insurance showing names of carriers, numbers, amounts of insurance and expiration dates prior to the start of his Work and at all times for the duration of the Project.

The Contractor shall pay for and maintain a Builder's Risk Insurance policy insuring the work against damages and loss by fire, storm and other such causes from which the Subcontractor shall receive his pro-rata share in the event of a loss. However, the Contractor assumes no responsibility for any loss excluded or deductible from such Builders Risk Insurance.

The Subcontractor shall secure and protect his material and work and be responsible for all losses and/or damages of any kind, except such losses and/or damage which may be covered under the Contractor's Builder's Risk policy. The Subcontractor shall reimburse the Contractor on demand for any breakage or other damage to other work caused by the Subcontractor in the execution of this Subcontract.

Insurance shall not be canceled without first providing Contractor with a thirty (30) days advance notice by registered mail of said intent to cancel current insurance policies. Cancellation of insurance may result in suspension of Subcontractor's Work. Failure to continuously maintain all insurance coverages required by this Subcontract shall constitute his default under the Subcontract.

ARTICLE 10

INDEMNIFICATION. To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Owner, Architect, Architect's consultants, and Contractor from all damages, losses, or expenses, including attorneys' fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the Subcontractor's Work. This indemnification shall extend to claims of loss caused in whole or in part by any negligent act or omission of Subcontractor or any of its agents, employees, or Subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by a party to be indemnified.

The Subcontractor hereby acknowledges that 1% of its subcontract sum, the receipt and sufficiency of which are hereby acknowledged as included as part of the first payment for services, and which 1% was included in Subcontractor's bid for this work, represents specific consideration to Subcontractor for the indemnifications set forth in this agreement.

ARTICLE 11

CLAIMS. Should the Subcontractor be delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the work by any cause, beyond the control of and not due to any fault, neglect, act or omission of the Subcontractor, its officers, agents, employees, subcontractors or suppliers, then the Subcontractor may be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid clauses; provided, however, that the Subcontractor shall not be entitled to any such extension of time unless Subcontractor (1) notifies Contractor in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty-eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof.

The Subcontractor agrees that it shall under no circumstances be entitled to nor claim any costs reimbursement, compensation for damages for any delay, obstruction, hindrance or interference to the Work except to the extent that Contractor is entitled to corresponding cost reimbursement, compensation or damages from the Owner under the Contract Documents for such delay, obstruction, hindrance or interference and then only to the extent of the amount, if any, which Contractor on behalf of the Subcontractor, actually receives from the Owner on account of such delay, obstruction, hindrance or interference.

Venue: Venue and jurisdiction for litigation arising under this Agreement shall lie solely within the appropriate court in Orange County, Florida. This contract shall be interpreted in accordance with the laws of the State of Florida.

ARTICLE 12

WARRANTY. Subcontractor shall provide the Contractor and Owner with a written warranty at the completion of the Work. Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner or Contractor for a period of one (1) year from the date of Certificate of Occupancy of the Project or per the Contract Documents, whichever is longer. Subcontractor shall respond to warranty work requests by the Owner or the Contractor within twenty-four (24) hours of notification by the Contractor including weekends and holidays. Notices before 10 A.M. shall be handled by Subcontractor on the same day.

ARTICLE 13

TERMINATION. Termination for convenience. The Contractor, by written notice, shall have the right to terminate and cancel this Subcontract, without the Subcontractor being at fault, for any cause or for its own convenience, and require the Subcontractor to immediately stop work. In such event, the Contractor shall pay the Subcontractor for the work actually performed. The Contractor shall not be liable to the Subcontractor for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed, and any commitments to suppliers, laborers and materialmen. However, if the reason for the termination and cancellation of this Subcontract is due to any default or action by the Owner, Architect/Engineer or as a result of Court Order or public authority, then the Contractor shall not be liable to the Subcontractor for any sum greater than that which the Contractor receives from the Owner on behalf of the Subcontractor's performance, less any costs incurred by the Contractor.

Termination by default. Should the Subcontractor at any time refuse or neglect to supply a sufficient number of properly skilled workmen, or a sufficient quantity of materials of proper quality, or fail in any respect to prosecute the work by this Subcontract, with promptness and diligence, or fail in the performance of any of the agreements herein contained, Greer Contracting Company may, at its option, after forty-eight (48) hours written notice to the Subcontractor, provide any such labor and materials and deduct the costs thereof from any money then due or thereafter to become due this said Subcontractor under this Subcontract, or, Contractor may, at its option, terminate the employment of the Subcontractor for said work, and shall have the right to enter upon the premises and take possession, for the purpose of completing the work included under this Subcontract, of all the materials, tools and appliances thereon, and may employ any other person or persons to finish the work and provide the materials therefore, and in case of such discontinuance of the employment by Contractor, said Subcontractors shall not be entitled to receive any further payments under this Subcontract until the work shall be wholly finished, at which time, if such expenses shall exceed the unpaid balance, the Subcontractor shall pay the difference to Contractor, but if the unpaid balance of the amount to be paid under this Subcontract exceeds the expenses incurred by Contractor in finishing the work, such excess shall be used first to pay the Subcontractor for his material and equipment so used and any amount thereafter remaining shall be apportioned between Contractor and the Subcontractor in ratio to the percentage of the work completed by each party. The expense incurred by Contractor, as herein provided, either for furnishing labor or materials or for finishing the work, and any damages incurred by default shall be charged to, and paid by, said Subcontractor, and Contractor shall have a lien upon all materials, tools, and appliances, taken possession as aforesaid to secure the payment thereof. Damages shall include reasonable attorneys fees.

ARTICLE 14

ASSIGNMENT. This Subcontract or any money due or to become due hereunder may not be assigned by Subcontractor to any other party or other Subcontractors without written approval of Contractor of such proposed assignment. Subcontractor specifically agrees not to assign, sell, or transfer any accounts receivables under this subcontract to any third party factoring company or related business. NEITHER THE OWNER OR CONTRACTOR SHALL BE LIABLE TO ANY THIRD PARTIES FOR PAYMENT OF ANY ASSIGNED ACCOUNTS RECEIVABLES. Contractor reserves the right to approve Subcontractor's proposed subsubcontractors and suppliers of materials as may be required and employed to complete the Work.

If for any reason the Owner has cause to terminate its agreement with the Contractor for the construction of the project, the Contractor may assign this Subcontract to the Owner. The Subcontractor hereby agrees in the event of such assignment to perform its responsibilities and to fully complete the work required by this Subcontract directly for the Owner provided that all payments then due the Subcontractor for Work completed have been made to the Subcontractor.

If for any reason the Owner's interest in the project has terminated, this agreement by the Subcontractor to assignment of its Subcontract and completion of the Work shall extend to the lender.

ARTICLE 15

DISPUTE RESOLUTION. As a condition precedent to the filing of any suit or other legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the Contractor shall select the mediator who, if selected solely by the contractor, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

ARTICLE 16

SUPPLEMENTAL CONDITIONS. Conditions of the Subcontract, if any.

This Agreement shall further include the requirements of the Supplemental

ARTICLE 17

ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties hereto. No oral representation or other agreements have been made by Contractor except as stated in the Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by Contractor except in writing signed by its duly authorized officer or agent. The marginal descriptions of any term or provisions of this Agreement are for convenience only and shall not be deemed to limit, restrict, or alter the content, meaning, or effect thereof.

The said parties, for themselves, their heirs, executors, administrators, successor and assigns, do hereby agree to the full performance of all of the terms and provisions herein contained.

Subcontractor

GREER CONTRACTING COMPANY

Contractor

By: _____

Printed Name and Title

Subcontractor's Federal Tax ID Number: _____

By: _____

By: Scott Greer
Project Manager