

# CONSTRUCTION SUBCONTRACT

**This Contract/Agreement is between:**

**Contractor (HCC) :**  
Hollister Construction Company  
4887 East La Palma Avenue  
Suite 704  
Anaheim, CA 92807  
(714) 701-1400 Fax (714) 701-1516

**AND**

**Contract Date:** 07/01/2010  
**Subcontractor:**  
Vendor  
123 Main Street  
Orange County, CA  
**Phone:** (714) 999-1234 **Fax** (714) 999-2345

**Description of the Project:**

Subcontractor agrees to furnish all labor, materials, supplies, equipment, permits, attic stock, (if applicable) required to complete the project described herein. The work performed shall be completed in accordance with the Plans, Specs and attachments to this contract. The work included in this contract covers the trade commonly known as: Work shall be completed per plans and specifications enclosed herein. on the job known as, and located at:

Sample Job                      123 Anywhere                      Orange County, CA

**Contract Amount:**

The contract amount for the work herein is (\$ 15,000.00(Fifteen Thousand and 00/100). Invoices, when submitted in their correct form shall be processed for payment not to exceed:

90.000%progress                      10.000%retention

**General Terms:**

**CONTRACT INCLUSIONS:** This contract includes ALL of the customary work of your trade inclusive of actual field conditions and ALL work that is, or can be reasonably inferred from the Plans, Specifications further defined in the attached Exhibit Package. In the event of conflicts between your proposal and or actual field conditions, the Owner's intent for the Work and or the highest standard shall prevail.

**SCHEDULE:** Subcontractor shall schedule and coordinate the Work in conjunction with the work of others. Subcontractor may be required or directed to complete separate parts of the work without any additional cost to HCC.

**PAYMENTS:** shall be made within 7 days after HCC receives payment for the Work and all required reports have been received by HCC. All suppliers shall be paid on a joint check whether or not a preliminary notice for materials has been filed. Final payment will be made when all guarantees, manuals and or as-built drawings have been reviewed and approved by HCC.

**NO WAIVER:** or partial payment shall be construed to mean the Work has been approved or accepted.

**EXTRA WORK:** shall NOT be performed, nor will payment be made for extras unless authorized in writing. Extra work if requested, shall be completed per unit prices established in the contract or at actual cost plus 10% for overhead and profit unless otherwise noted. Hourly wages for extra work shall not exceed union scale and or prevailing wage scale for the trade.

**GUARANTY:** All work performed under this contract shall be guaranteed unconditionally for no less than one year with no dollar limit for any damage of any subsequent event related to the work covered by this contract.

**TERMINATION OF THE CONTRACT:** This contract can be terminated if the Subcontractor fails to complete the Work in a diligent, timely and/or careful manner. HCC may take possession of all materials and supplies necessary to complete the Work.

**COMPLIANCE TO CODES:** Subcontractor shall observe all Federal, State and local codes governing this project. Subcontractor shall promptly notify HCC in writing if any portion of the Work is in conflict with any laws or building codes.

**SAFETY:** Subcontractor shall strictly adhere to all safety laws and regulations set forth by OSHA and implemented by Hollister Construction Company.

**DISPUTES:** to be resolved by binding arbitration in Anaheim and the prevailing party shall be awarded reasonable expenses.

**LIQUIDATED DAMAGES:** will be assessed in the same amount as stated in the Contract between the Owner and the Contractor AND/OR if the subcontractor fails to complete the work in accordance to the Construction Schedule.

**ASSIGNMENT:** Neither party shall subcontract and or assign ANY portion of this contract without WRITTEN consent of the other party.

**INDEMNIFICATION:** To the fullest extent of the law, the Subcontractor shall defend all claims arising out of or relating to the Work.

Subcontractor shall indemnify, protect and hold HCC, the Architect, the Owner as well as their respective employees, agents or related entities harmless from and against any and all claims, liabilities, losses and actions arising out of or related to the Work performed.

**Contractor:**

**Subcontractor:**

<b>Signed:</b>	<b>Dated:</b>	<b>Signed:</b>	<b>Dated:</b>
_____	_____	_____	_____
<b>Title:</b> President	<b>License:</b> 641571	<b>Title:</b>	<b>License:</b> 123456