

Terms and Conditions

1. Main Contract. Subcontractor acknowledges that they have read and understand the contract between the Owner and Contractor (hereinafter referred to as "Main Contract") and that the terms, conditions, provisions, specifications and plans which are a part of that contract also apply to this subcontract. The Main Contract documents are available for inspection by Subcontractor at the time of signing this subcontract and at Contractor's offices upon appointment. Subcontractor agrees to comply with and perform all provisions in the Main Contract that are in any way applicable to subcontractor's performance of this subcontract. The Main Contract documents are incorporated herein as part of this subcontract.

2. Work. The work to be performed by Subcontractor is not necessarily included on one particular portion of the plans or in one particular section of the specifications or scope. Subcontractor will perform all of the work that falls within their specialty and within the general area of this subcontract, regardless of the fact that the work to be performed may be scattered throughout the plans, specifications, scope and any other contract document.

3. Individual responsibility. If Subcontractor is a corporation, the individuals or individual who sign this subcontract on behalf of the corporation are jointly responsible with Subcontractor for performance of this subcontract.

4. Plans, specifications and quantities. The plans, specifications and this subcontract are intended to supplement each other but in the case of conflict, the plans shall control the specifications and this subcontract shall control both. If this subcontract is based upon unit price, all quantities or amounts mentioned are understood to be approximate and subject to change.

5. Insurance. Subcontractor, at their own expense, shall maintain and provide a comprehensive insurance policy and a comprehensive bond, both in the amount and terms specified in (E) on page one of the Main Contract, and shall maintain the same in full effect during the entire term of this subcontract.

6. Indemnification. Subcontractor shall defend, hold harmless and indemnify Contractor, Architect, Architect's consultants, Engineers, Engineers' consultants, and their agents and employees from and against any claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from performance of Subcontractor's work under this subcontract, where any such claim, damage, loss or expense is ascertainable to bodily injury, disease, sickness, or death, or to the destruction or damage of tangible property, to the extent caused by the negligent acts or omissions of Subcontractor, sub-subcontractors of any tier, and/or anyone employed by them directly or indirectly, and/or anyone for whose acts Subcontractor may be liable, even though such claim, damage, loss or expense is caused by a party indemnified hereunder. Such obligation shall have no effect on any other rights or obligations of indemnity which exist as to a party or person described in this provision. In claims against all persons or entities indemnified under this provision by an employee of the Subcontractor, sub-subcontractors of any tier, and/or anyone employed by them directly or indirectly, and/or anyone for whose acts Subcontractor may be liable, this indemnification shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the subcontractor or any Sub-subcontractors of any tier under workers' compensation, disability, or employee benefit acts. The obligations of the Subcontractor under this provision shall not extend to the liability of the Architects, Architects consultants, Engineers, Engineers' consultants, and their agents and employees arising out of: (1) the preparation or approval of maps, calculations, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architects, Architects consultants, Engineers, Engineers' consultants and their agents and employees, provided such giving or failure to give is the primary cause of the injury or damage.

7. Payment. Subcontractor shall submit to Contractor applications for payment at such reasonable times as to allow Contractor to apply for and receive payment from owner or construction fund holder. Contractor shall have the right to withhold any payments from Subcontractor, or to pay Subcontractor's labor, and/or material bills jointly so as to include another payee, if Subcontractor fails to present satisfactory evidence that all current bills for labor and materials or other liabilities have been paid in connection with this subcontract. Contractor reserves the right to make a direct payment to any mechanics' lien claimants and deduct the amounts so paid from the subcontract price. Before any payment is made, Subcontractor shall provide Contractor with labor and material releases, in proper statutory form, signed by Subcontractor and all its workers, all sub-subcontractors and all their workers, and all service, material, and equipment suppliers and shall release all lien rights for work performed and materials furnished through the date to which the payment applies. The fact that Contractor has made progress payments under this contract shall not be interpreted to imply that Contractor has inspected or approved the work performed by Subcontractor. Payment shall be made at the time of final payment.

8. Changes, alterations and additions. Changes to this subcontract must be made by written change order from Contractor. Contractor may, at any time, without voiding this subcontract, order extra work or make other changes through a change order altering, adding to, or deducting from this subcontract with the subcontract price being adjusted accordingly. Upon request by Contractor, Subcontractor shall promptly submit detailed estimates of the cost of any extra work or deletions proposed by Contractor. No addition, substitution, addition, omission, or change shall be made to the work, materials and equipment supplied, nor in the manner and method of application of the performance of this subcontract, in general, without written change order from Contractor. Subcontractor warrants that any substitution of equipment, materials, or methods proposed shall be of equal or better quality and shall in all cases achieve the performance standards established by the Main Contract, this subcontract, and any contract documents. Any change orders proposed by a part of this subcontract and are in accordance with the conditions set forth in this subcontract. All change orders for extension of time caused by a change order must be agreed upon at the time the change order is made. No one is authorized to execute a change order for any reason without the approval of Contractor.

9. Extras for extra work. Subcontractor will make no claim for extras unless such extras are fully agreed upon prior to the performance of the work. Any change order with Builder's authorization and signature by Contractor that has not been approved by Subcontractor prior to their performance will be conclusively presumed to be included within the scope of the original subcontract and no additional compensation shall be paid.

10. Supervision and Work Force. Subcontractor shall remain constantly on the job during the progress of its work. Subcontractor shall employ sufficient workers to complete the work in the given time. Subcontractor shall be responsible for any delays caused by strike, Act-of-God, or other circumstances beyond the control of Subcontractor.

11. Permits, compliance and inspections. Subcontractor will apply for and obtain (at its own expense) any special permits required for Subcontractor's work. Subcontractor will comply with all applicable building codes, statutes, regulations, and ordinances of any governmental agency or authority and will be required to be present during all inspections that relate to this subcontract. Contractor shall have the right to demand production of such documents by Subcontractor, as necessary, to show the quality of materials used (and manufactured objects installed), on the job site. Subcontractor shall bear the entire expense of complying with this paragraph and shall receive no extra or additional compensation therefor.

12. Work failing any inspection. After receiving written notice from Contractor, Subcontractor, at its own expense, will proceed to correct or remove from the site, any materials or work done by Subcontractor which is found to be improper, unsound, standard, or unworkmanlike or is in any way failing to conform to this subcontract including the plans, specifications, or any change orders. If as a result of poor or unsatisfactory work by Subcontractor, payments are withheld to Contractor, Subcontractor shall be responsible for any loss sustained by Contractor and Contractor has the right to deduct from any payment to be made to Subcontractor the amount of such loss. Failure of Contractor to immediately make such written notification on any work or materials when installed shall not in any way waive the right of Contractor to object thereto at any other time.

13. Damage to Work and Protection. Subcontractor shall protect the job site, the work of others, and Subcontractor's own work until completion and acceptance of the Main Contract. Subcontractor to pay for all building materials, sidewalks, driveways and curbs, and anything else damaged on the site through his operation including any damage to the work of others. Subcontractor shall be responsible for the removal of his work from any inclement weather.

Subcontractor shall remove all surplus materials and debris, (leaving the site clean and ready for the work; or if not done within 24 hours the cost to Subcontractor. Subcontractor shall be responsible for the removal of his work from any inclement weather.

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THIS IS THE PAINTING CONTRACTORS SUBCONTRACTOR CHANGE

ORDER - FORM CO3-C This form is used TO GET AUTHORIZATION FROM ANOTHER

CONTRACTOR THAT YOU ARE SUBCONTRACTING FROM (USUALLY THE GENERAL CON-

TRACTOR ON THE JOB) TO DO AND TO BE PAID FOR CHANGES made to the original Painting Subcontract

that could Increase, Lower, or Un-change the original subcontract price. This is an important document that is used to

get authorization from the CONTRACTOR to make the changes BEFORE being done so disputes don't happen.

THIS FORM IS AVAILABLE AS A CUSTOM PRINTED FORM, AS A FILLABLE PDF FORM, AND

AS PART OF ACT CONTRACTORS FORMS ON DISK FOR PAINTING CONTRACTORS.

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