



**SUBCONTRACTOR AGREEMENT**

**DATE:**

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**SUBCONTRACTOR:**

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**ADDRESS:**

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**CITY, STATE, ZIP**

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For the consideration hereinafter named the said Sub-contractor covenants and agrees with said Contractor, as follows:

**FIRST.** The Subcontractor agrees, per their published price list, to furnish labor, misc.materials, services, taxes, permits, fees, freight delivery, supplies, insurance, according to the plans and specifications (details thereof to be furnished as needed) of Architect/Designer/Iron River Construction, and to the full satisfaction of said Architect/Designer/Iron River Construction LLC.

**SECOND.** The Subcontractor agrees to promptly schedule and begin said work as soon as notified by said Contractors, and to complete the work as detailed in the Iron River Purchase Order, per code, and detailed in the published Manufactures Specification and Installation instructions of their products.

**THIRD.** The Sub-contractor shall take out and maintain their own Workmen’s Compensation and Public Liability Insurance, also Property Damage and all other necessary insurance, as required by the Owner, Contractor or by the State in which this work is performed.

**FOURTH.** The Sub-contractor shall pay all Sales Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State in which this work is performed.

**FIFTH.** No extra work or changes under this contract will be recognized or paid for unless agreed to by the Production team at Iron River Construction. Contractor will receive an additional P.O. # before the work is done or the changes made.

**SIXTH.** All Purchase orders will become part of this original 2019 Agreement and are contractual.

**Non-Compliance with these terms will result in the immediate cancellation of this contract.**

**Paid as follows: Return signed PO (includes a Conditional Lien Waiver to complete**



# IRON RIVER CONSTRUCTION

the project). **Final Invoices are due to the office [accounting@ironriverco.com](mailto:accounting@ironriverco.com) and the IRC Project Manager) at the completion of the job.**

**Payment will be made on the 1<sup>st</sup> and 15<sup>th</sup> of the month following the receipt of the invoice as long as the PO and invoice match. Billing received and approved on or before the 22<sup>nd</sup> of the month will be paid on the 1<sup>st</sup> and on or before the 5<sup>th</sup> of the month will be paid on the 15<sup>th</sup>.**

**If the PO and invoice amounts do not match the invoice must be approved by the IRC Project Manager before payment will be made. Invoices must include individual Invoice #s, PO #s and job address. If this information is not included, payments will be delayed.**

Parties acknowledge and agree to the terms and conditions set forth.

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Iron River Construction Rep (Print)

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Subcontractor Name (Print)

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Iron River Construction Rep (Signature)

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Subcontractor (Signature)

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Date

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Date



1. **VISITING THE SITE:**

Each sub-contractor shall visit the site and ascertain the existing conditions and shall also carefully study the plans and specifications, as no allowance will be made for failure to do this. Should the sub-contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, sub-contractor shall immediately give notice to the contractor of such conditions, before they are disturbed. The contractor shall there upon promptly investigate the conditions, and if contractor finds that they materially differ from those shown on the plans or indicated in the specifications, contractor shall at once make such changes in the plans and/or specifications as contractor may find necessary.

2. **PLANS AND SPECIFICATIONS – INTERPRETATIONS:**

The plans and specifications are complementary. Anything shown on the plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans shall have the same effect as if shown or mentioned, respectively, in both. In the case of any conflict or inconsistency between plans and specifications, the specifications shall govern. Any discrepancy between the figured dimensions and the draw-ins shall be submitted to the contractor whose decision shall be conclusive. No change shall be made from the plans and specifications without first receiving written permission from the contractor. Each and every supplier/sub-contractor is responsible for obtaining signed specifications and plans. Specifications and plans are to be signed by Iron River Construction and owner.

3. **CODES, REGULATIONS AND PERMITS:**

Each Contractor shall inform himself fully of all Codes, Regulations and Conditions relating to the construction and labor under which the work is to begin or will be performed, obtain and pay for permits, give all legal fees, and secure certificates of inspections that may be require by authorities having jurisdiction over the work.

4. **MATERIAL AND LABOR:**

All materials and workmanship shall in every respect be in accordance with the best modern practices and wherever the contract drawings, specifications or directions of the contractor as to what is permissible and/or fail to note the quality of materials and workmanship conformity with modern practice is to be followed. The sub-contractor shall perform the work indicated in the specifications and/or shown on drawings and shall furnish all materials, equipment, and incidentals (i.e.: nails, glue, caulk, mud, tape, etc.) at their own expense. Sub-contractors are responsible that materials supplied by contractor are at the job site. There may be occasions where the sub-contractor may be required to pick up materials to complete the job. Contractor will reimburse the sub-contractor for the cost of the material only.

5. **PROGRESS OF THE WORK:**

Sub-contractor agrees to commence work at the job site within forty-eight (48) hours after notice from contractor to commence work and to complete all required work no later than \_\_\_\_ calendar days after notice to commence work.

6. **SUPPLIERS AND RELEASES:**

Sub-contractor shall supply contractor with a complete list of all suppliers, sub-contractors and equipment renters employed by or under sub-contractor along with the estimated cost amount for all such work, equipment and materials. Sub-contractor shall provide, along with every payment request, a list of all sub-contractors, suppliers and workers to be paid, and the amount to be paid to each under the progress payment. Before any progress payment will be made, sub-contractor shall supply to the contractor the appropriate lien releases from all sub-contractor, workers, suppliers and equipment renters who have supplied work, materials or equipment to the project.

7. **COOPERATION:**

All sub-contractors on the project are to cooperate to avoid delays and expedite the work. Do not criticize other's work, if a problem exists, it needs to be reported to contractor.

8. **CLEAN-UP:**

All sub-contractors shall remove from the premises all rubbish, implements and surplus materials and leave the project broom clean every day.

9. **PROTECTION OF PROPERTY:**

Sub-contractor shall at all times safely guard owner's property or adjacent property from injury, damage, or loss. The sub-contractor shall replace or make good any damage, loss or injury. Make sure property is secured when leaving.

10. **WARRANTY:**



The work called for under this Sub-contractor Agreement should be in a first – class manner, and in complete conformity with the contract documents, and all applicable building codes, OSHA, EPA RRP, and other governmental requirements. After receiving notice from contractor of a problem, sub-contractor has 3 days to correct/repair. If it is determined by contractor that sub-contractor is unable or unwilling to correct/repair, contractor will hire someone else to correct/repair and charge sub-contractor the cost of the repair plus any applicable overhead and profit, etc.

11. **LIENS:**

Sub-contractor shall promptly pay for all labor and materials used by sub-contractor and shall indemnify and hold harmless contractor and owner against all costs, expenses, attorneys' fee, and liability for claims or liens or stop notices for work performed or materials used by or under the authority of sub-contractor. In case suit shall be brought on any such claim, sub-contractor defends it at his own cost and expense with counsel acceptable to contractor. Within ten (10) days after written demand from contractor, sub-contractor shall cause the effect of any stop notice, lien, or suit to be removed and in the event sub-contractor shall fail to do so, contractor may use whatever means it deems appropriate to defend and remove such lien, stop notice or suit.

12. **NON-COMPETE:**

Sub-contractors are not to contract directly with customer for work. If sub-contractor contracts with customer, sub-contractor agrees to pay contractor 30% of the contract amount.