

# FORM OF AGREEMENT BETWEEN CONTRACTOR & SUBCONTRACTOR

## ARTICLE 1

### SPECIFIC CONDITIONS

The Agreement consists of the Specific Conditions, attached Exhibits, if any, and the Hawaii Standard General Conditions, latest edition, which are a part of this agreement whether attached or not.

This agreement is made on \_\_\_\_\_ by and between the Contractor and Subcontractor as defined below.

	Contractor	Subcontractor
Name *		
Address		
Representative(s)		
License No. GE Tax ID Fed. ID		
Phone Facsimile e-mail		

The Project		
Name		
Address & TMK		
	Owner	Architect/Engineer
Name*		
Address		

*\*Indicate if corporation, individual, partnership, or joint venture*

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This Agreement has important legal and insurance consequences. Consultation with an attorney and insurance consultant is encouraged with respect to its completion or modification. The GCA assumes no responsibility for the use of, the accuracy and the completeness of the Agreement.

**Bonds** (Article 3.27)

Subcontractor is required to provide performance and payments bonds for 100% of the contract amount.

Subcontractor is not required to provide bonds.

**Contractor's Payment Bond** (Article 4.1)

Surety Name

Address

**Subcontract Amount** (Article 6)

the fixed-price of \_\_\_\_\_ Dollars (\$) subject to additions and deductions as provided for in the Subcontract Documents.

unit prices in accordance with the attached Schedule of Unit Prices and estimated quantities attached as Exhibit

time and material rates and prices in accordance with the Schedule of Labor and Material Prices attached as Exhibit

**Progress Payments** (Article 8.2)

The rate of retainage shall be \_\_\_\_\_ %.

Progress payment applications submitted no later than the \_\_\_\_\_ day of each payment period for the Subcontract Work performed up to and including the \_\_\_\_\_ day of the payment period.

**Subcontract Work**

The Work includes all of the \_\_\_\_\_ Work, including but not necessarily limited to:

Temporary Services Included:

Specific Work not included in this Agreement:

**List of Exhibits**

**Subcontractor's Minimum Limits of Insurance** (Article 9.2)

Completed Operations Liability Insurance is required as specified in Article 9.2.6.

**Commercial General Liability:**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury per Occurrence	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Legal Liability	\$50,000
Medical Payments	\$5,000

**Workmen's Compensation:**

Part A:	Statutory
Part B: Employment Liability	\$100,000 each accident
	\$500,000 disease policy limit
	\$100,000 disease policy limit per person

**Automobile:**

Combined Single Limit for bodily injury & property damage	\$1,000,000
Non-owned/hired automobile liability	\$1,000,000

**Umbrella:**

\$1,000,000 per occurrence  
\$1,000,000 aggregate

**Professional Liability**

Extended Period of	(2) years from substantial completion
Maximum Deductible Amount	\$_____ per occurrence

This Agreement entered into as of the date entered in Article 1.

**Contractor**

**Subcontractor**

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

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

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

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

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

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