



1501 N 200th Street  
Shoreline, WA 98133  
(206) 533-2191  
(206) 533-2196 fax

**Subcontractor:** {Sub\_Name}  
**SGA Job Number:** {job #}  
Subcontract Number: {SUB #}  
Phase Number: {Phase\_Code}

This AGREEMENT is entered into between SGA CORPORATION, as general contractor (hereinafter "Contractor") and {Vendor Name} - {Vendor Address 1} {Vendor Address 2}, {Vendor Address 3}, {Vendor State} {Vendor Zip Code} as subcontractor (hereinafter "Subcontractor") effective {Date Issued}.

Contractor, for the full, complete, faithful and timely performance of all terms and conditions of this Subcontract, agrees to pay Subcontractor:

{Contract Type} (\$ {Original Amount})

In consideration of payment of said sum(s), Subcontractor hereby agrees as follows:

1. Subcontractor shall furnish all supervision, labor, tools, equipment, materials, supplies, engineering or detailing services as applicable, and perform in a workmanlike manner all work described or referenced hereafter in Paragraph 3 and Exhibit "A" for the construction of: {Job Description} - {Job Address 1}{Job Address 2}, {Job City}, {Job State} {Job Zip Code} (hereinafter "Project") for {Customer Name} (hereinafter "Owner"), in accordance with the terms and conditions of the prime contract between Owner and Contractor. Said contract, the general and special conditions of said contract, and the drawings, plans, specifications and addenda for said construction prepared by the owner's design consultants, have been made available to Subcontractor in their entirety for review (hereinafter collectively "Main Contract"). By signing this Subcontract, Subcontractor specifically acknowledges that it has read (or has has the opportunity to read) all the Main Contract documents and hereby agrees to be bound by the Main Contract. Said Main Contract documents are fully incorporated in this Subcontract by reference and made a part hereof.

2. Subcontractor shall be bound by all applicable federal, state, and local laws, regulations, court orders, permit restrictions and building codes.

3. All work to be performed by Subcontractor is to be done in a workmanlike manner and shall be as described in Exhibit "A" to the Subcontract, which exhibit is hereby incorporated in this Subcontract by reference and made a part hereof. Said work by Subcontractor shall commence immediately upon notification from Contractor and shall be completed within the time schedule established by Contractor and/or the Main Contract. Contactor shall be entitled to require performance of Subcontractor's work within the milestones and other schedule constraints of the Main Contract. Contractor's schedule shall otherwise allow a reasonable time for performance of Subcontractor's work, and Contractor shall be entitled to make reasonable revisions to the sequences or durations of Subcontractor's activities. Subcontractor's work may be inspected at any time by Contractor or any consultant selected to perform this activity for Owner or Contractor. Any work of Subcontractor that does not conform to or comply with this Subcontract, or the Main Contract, may be rejected. Subcontractor shall promptly repair and/or replace all such rejected work at no cost to the Owner or Contractor. Such repair and/or replacement shall not alter or delay the construction schedule established by Contractor and/or Main Contract. All costs incurred by Contractor to inspect, test, and review repairs or replacement of defective work by Subcontractor shall be paid by Subcontractor. Subcontractor hereby expressly authorizes Contractor to deduct from any sums otherwise owed to Subcontractor all inspection costs incurred in connection with properly rejected work.

4. Subcontractor shall choose between retainage or discount to this Subcontract. To qualify for the discount of any and all sums due to Subcontractor herein, Subcontractor shall submit its draw requests to Contractor's main office (address above) not later than 5:00 p.m. on the 20th day of each month. Upon compliance with all terms and conditions of this Subcontract, Subcontractor's draw request(s) shall be paid approximately the 10th day of the month following the month of timely submittal of the draw request. At the time of payment, Contractor shall receive the discount described above. In the event Subcontractor declines the discount, Subcontractor's draw request(s), less retention, shall be paid approximately the 25th day of the month following the month of timely submittal of the draw request. Subcontractor shall be bound by the retention provisions of the Main Contract. Final invoices shall be submitted within 30 days of completion of Subcontractor's work.

Subcontractor shall submit draw requests for payment on Contractor's forms including a Conditional Waiver and Release of Lien Rights and Claims for Payment, a true copy of which is attached to this Subcontract as Exhibit "B" (hereinafter "Invoice"), which is hereby incorporated in this Subcontract by reference. Subcontractor, by signing this Subcontract, acknowledges that Contractor shall be entitled to withhold Subcontractor's monthly draw request until such time as said draw request is submitted on Contractor's Invoice setting forth the last day of the period for which the draw request is being submitted. In the event this is a master Subcontract for several different jobs during the term of this Subcontract, then Subcontractor must also submit a signed Change Order for the particular job being billed, setting forth the price of the work and a description of the work.

In each Invoice submitted, Subcontractor shall set forth the original subcontract amount, plus the aggregate amount of all previous signed and approved change orders, less the amount previously invoiced and less the discount referred to above. Each Invoice submitted shall contain the original signature of Subcontractor's authorized representative. With each Invoice submitted, Subcontractor shall also deliver to Contractor an Interim Receipt and Release of Lien Rights from each sub-tier contractor and/or supplier of the Subcontractor working on the project on the form required by the Contractor. Each Interim Receipt and Release of Lien Rights from a sub-tier contractor and/or supplier must be effective as of the same date as the Invoice signed by Subcontractor and must contain the original signature of each sub-tier contractor and/or supplier.



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On completion of work and/or completion of delivery of materials by each sub-tier contractor or supplier of Subcontractor's, Subcontractor shall deliver to Contractor an Unconditional Release and Waiver of Lien Rights for Final and Complete Payment. Said Release shall be on the form required by Contractor. Said Release must contain the original signature of an authorized person of each sub-tier contractor and/or supplier.

On completion of Subcontract work by Subcontractor, Subcontractor shall submit an Invoice setting forth its final billing, including all approved change orders, if any. Said Invoice shall be dated as of the last day of the month in which Subcontractor completed 100% of its work and shall contain Subcontractor's original signature. Said Invoice shall be delivered to Contractor on the form required and shall be accompanied by an Unconditional Release and Waiver of Lien Rights for Final and Complete Payment; except for retainage and any pending claims by Subcontractor of which timely written notice has been given. Should Subcontractor be entitled to retention, Contractor shall pay such retention within 10 days after receiving the same from the Owner.

Contractor shall be entitled to withhold any and all payments due to Subcontractor for Subcontractor's failure to comply with the terms of this Subcontract and/or the failure to submit the Contractor's Invoice and lien release forms. Contractor shall also be entitled to withhold earned payments as security for incomplete or defective work by Subcontractor. Contractor shall also be entitled to withhold payments as security for pending claims by Subcontractor's sub-tier contractors and/or suppliers or third parties asserting claims in connection with Subcontractor's work. At the time of compliance by the Subcontractor, the Contractor shall be entitled to the agreed discount, regardless when compliance occurs.

**5.** Subcontractor shall provide the Contractor with insurance coverage without interruption during the course of Subcontractor's work, which insurance coverage shall be at the sole cost and expense of Subcontractor. In the event this is a master subcontract for several jobs, then Subcontractor shall maintain the required insurance for the duration of this Subcontract. Subcontractor shall provide and maintain all coverages required for its work under the Main Contract and in Exhibit "D" to this Subcontract, including without limitation products and completed operations liability insurance that remains in full force and effect for at least one (1) year after acceptance of the Project by Owner. Subcontractor shall provide Contractor with proof of the required coverage in a current Certificate of Insurance in the form in Exhibit "D" unless an alternative form is reasonably acceptable to Contractor. Said insurance coverage must name Contractor as an additional insured. Subcontractor's insurance coverage shall be primary as compared with any similar coverage that may be provided by Contractor or Owner. Subcontractor's insurance shall include a waiver of subrogation rights against Contractor or Owner on the Project. Subcontractor's insurance shall provide that it may not be canceled or reduced below contractual minimum coverage without at least 30 days prior written notice to Contractor. Contractor may withhold any and all payments due Subcontractor (on any project) during any time when Subcontractor is in material default of these insurance provisions. To the extent required by the Main Contract, corresponding insurance certificates must be executed and delivered to Contractor by all sub-tier contractors, persons making F.O.B. deliveries to the job site, and anyone else who is physically present on the job site working under Subcontractor. Subcontractor agrees to defend and indemnify the Contractor, including all attorney fees and costs, from liability incurred as a result of Subcontractor failing to provide and maintain all insurance required under this Subcontract.

**6.** Subcontractor shall promptly pay all federal, state, and local taxes, insurance and benefits associated with Subcontractor's labor and Subcontractor's work in general, including without limitation all payments owed to the Washington State Department of Revenue and Department of Labor and Industries. If Subcontractor fails to make any such payments when due, Contractor shall correspondingly be entitled to withhold payments due to Subcontractor and upon written notification, to pay such sums for Subcontractor's account.

**7.** Subcontractor shall assume toward Contractor all the obligations and responsibilities that Contractor has assumed toward the Owner under the Main Contract, including any changes hereafter implemented within the scope of that Main Contract. In the event of conflict between provisions of the Main Contract and this Subcontract, the provisions of this Subcontract shall control. If Subcontractor intends to use sub-tier contractors and/or suppliers, Subcontractor shall notify Contractor in writing as to the names of all such sub-tier entities that are expected to perform work on the project. Subcontractor shall replace any sub-tier entity to whom Contractor or Owner makes reasonable objection.

**8.** Subcontractor shall provide all test reports, as-built data, operation & maintenance manuals, written warranties, and other submissions required for its work under the Main Contract. Subcontractor shall use due diligence and shall promptly furnish shop drawings, product data, samples, and other necessary items for approval by the pertinent government agencies, utility companies, Owner or its agents, and/or Contractor so as not to delay progress of the work. Upon request from Contractor, Subcontractor shall provide written confirmation of scheduled delivery dates for all materials, tools, and equipment (especially critical long lead items).

**9.** Contractor shall give Subcontractor reasonable notice as to the expected starting date for the Subcontract work. Subcontractor shall start work pursuant to such notice and shall complete the work within a period of time enabling Contractor to comply fully with the Main Contract. To the extent that acts or omissions by Subcontractor or its sub-tier contractors and/or suppliers delay the overall Project, Subcontractor shall be responsible for any resulting delay damages (liquidated or otherwise) to which the Owner may be entitled under the Main Contract. Subcontractor shall also be responsible to Contractor and its other subcontractors for any costs or damages arising from delays caused by acts or omissions attributable to Subcontractor. Contractor may also require Subcontractor to provide additional crews, overtime labor and/or equipment in order to make up for any Subcontractor delays affecting the overall Project schedule.



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Subcontractor shall attend Contractor's weekly meetings at the Project site during the course of construction to discuss scheduling, job safety and other issues. Subcontractor shall cooperate fully with Contractor and other subcontractors to facilitate Contractor's compliance with the Main Contract. At Subcontractor's written request, Contractor will make the most recent version of the Project construction schedule available to Subcontractor.

**10.** Contractor may withhold retention from Subcontractor, if the parties have not agreed to the alternative of a discount under Section 4 above. If Contractor withholds retention from Subcontractor, it shall be subject to the terms and conditions established under the Main Contract, provided that Contractor reserves the right to hold additional sums for reasons specifically allowed in this Subcontract. No interest shall be paid to Subcontractor on any retention withheld by Contractor.

Contractor's final payment to Subcontractor for work under this Subcontract (or any Change Order in the event this is a Master Subcontract) shall be made within ten (10) days after Contractor has received corresponding payment from Owner. Except with respect to extra work performed for Contractor that is not subject to reimbursement under the Main Contract, Subcontractor's rights to payment in connection with this Subcontract are subject to the condition precedent that Contractor must first receive corresponding payment from the Owner. Contractor shall exercise reasonable diligence in pursuing such payments from the Owner on Subcontractor's behalf. All progress payments to Subcontractor shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment or Contractor's determination that the remaining balance of payments may be insufficient to complete the Subcontract work in accordance with the terms of the Subcontract and/or Main Contract, and/or to pay lien claims, trust fund obligations, bond claims, and/or retention. If Contractor, in its reasonable discretion, determines that Subcontractor is unable to complete its work, is unable to meet Contractor's time schedule for the Project, has failed to pay claims against Subcontractor in connection with the Project, or is unable to provide assurance satisfactory to Contractor that Subcontractor's work has been done in a workmanlike manner without defects, then Contractor may correspondingly withhold payments due to Subcontractor until the matter is satisfactorily resolved.

Subcontractor shall not assign the proceeds of this Subcontract (or any Change Order hereunder) to any other party without Contractor's prior written approval. Any attempt to assign this Subcontract without such approval shall be void.

**11.** In addition to any indemnity required under the Main Contract, Subcontractor shall defend, indemnify and hold harmless Contractor and its employees and other subcontractors from claims and damages arising from acts or omissions of Subcontractor or its sub-tier contractors and/or suppliers. The terms of indemnity requirements under this Subcontract are set forth more fully in Exhibit "E" hereto.

**12.** Contractor may, without invalidating this Subcontract, order extra work or make changes by altering, adding to, or deducting from the scope of Subcontractor's work. To the extent such changes materially affect the time or cost of performing Subcontractor's work, the schedule and price under this Subcontract shall be equitably adjusted, provided that such adjustments shall be subject to any notice requirements, claim submission requirements, and other restrictions imposed by the Main Contract. Notwithstanding the foregoing, Subcontractor shall make no claim for extra compensation unless Subcontractor has first received a written Change Order or other clear written directive from Contractor to proceed with such work. All work under this Subcontract shall be performed during normal working hours, unless otherwise agreed in writing by the Contractor.

**13.** Subcontractor warrants that it has examined the Project site(s) and is satisfied as to the nature and location of the work, the character, quantity and kinds of soils and/or existing structures to be encountered, the character, kind and quality of the equipment needed, and the locations, the available site access, prevailing weather conditions, and all other reasonably ascertainable matters which can be expected to affect its work. In the event that Subcontractor believes it has encountered a changed or differing site condition, Subcontractor must promptly and strictly adhere to all notice and claim provisions in the Main Contract and those set forth below, whichever are more stringent.

Subcontractor shall immediately upon discovery of a changed or differing site condition notify Contractor in writing and before disturbing such conditions. A properly documented written claim, including a detailed estimate of any alleged impact/delay costs must be presented to Contractor within 20 calendar days of discovery. Such claim shall be in a form suitable for presentation to the Owner and shall comply with all applicable requirements of the Main Contract. Subcontractor shall fully cooperate with Contractor in presenting each such claim to the Owner. Subcontractor's entitlement to additional time or compensation as a result of any changed or differing site condition shall in no event exceed what Contractor actually obtains on Subcontractor's behalf under the Main Contract.

**14.** As an independent contractor and employer, Subcontractor shall withhold from its payroll all applicable Social Security taxes, Worker's Compensation contributions, unemployment insurance contributions, and withholding taxes, and pay the same. Contractor shall in no way be liable as an employer to or on account of any persons employed by Subcontractor or its sub-tier contractors and/or suppliers. As a condition to receiving final payment under this Subcontract, Subcontractor shall furnish satisfactory evidence to Contractor that Subcontractor has conformed to said laws, rules and regulations. Subcontractor hereby agrees to defend, indemnify and hold Contractor harmless from any and all liability under such laws arising from the work performed under this Subcontract, including all attorney fees and costs.



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**15.** Subcontractor shall secure and pay for all permits (except the Project building permit), fees, and licenses necessary for performance of the Subcontract work (and/or Change Order to any Master Subcontract) and shall pay any and all federal, state and municipal taxes, including sales, use and business & occupation taxes, if any, for which the Subcontractor may be liable in carrying out the Subcontract.

**16.** All materials and equipment delivered by or for Subcontractor and intended to be incorporated into the construction shall remain on the job site and shall become property of the Owner upon payment. All scaffolding, construction equipment, tools, and consumable supplies brought upon the Project site by Subcontractor shall remain its property; but if Subcontractor fails or is unable to complete its work, Contractor may retain use of all equipment, tools and consumable supplies owned by Subcontractor in order to complete such work for Subcontractor's account. Subcontractor shall be responsible to unload, store and protect its own materials, and Subcontractor shall bear the risk of loss thereof until the Owner takes beneficial occupancy of the Project (except to the extent such losses are covered by Project insurance). Notwithstanding the foregoing, Subcontractor shall not bear any costs of damage or loss resulting from the sole negligence of Contractor.

Subcontractor warrants to the Owner and Contractor that all materials and equipment furnished under this Subcontract shall be of good quality and shall be new, unless otherwise required or permitted by the Subcontract documents, that the work of this Subcontract is free from defects not inherent in the quality required or permitted, and that the work shall conform with all requirements of this Subcontract and the Main Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Main Contract. Subcontractor warrants its work to be free of all defects for a period of one year following issuance of a Project Certificate of Occupancy and/or Substantial Completion.

**17.** If Subcontractor shall fail to correct its schedule delays, replace or re-execute faulty or defective work done or materials furnished under this Subcontract as required by Contractor, and if Subcontractor fails to cure such default within 5 business days after receiving written notice thereof (or within any shorter period that may be required under the Main Contract), then Contractor may take over Subcontractor's work and complete the same at the cost and expense of Subcontractor, without prejudice to Contractor's other rights or remedies for any loss or damage sustained. In the event of an emergency involving risk of loss or injury to persons or property arising prior to an actual takeover, Contractor may take appropriate action to mitigate such emergency and may charge Subcontractor for all costs reasonably incurred in such emergency mitigation. Previous demands made on Subcontractor not followed by a takeover shall not be deemed a waiver of Contractor's rights hereunder.

**18.** Subcontractor shall take all reasonable safety precautions with respect to performance of this Subcontract, shall comply with all safety measures initiated by Contractor and applicable laws, codes, ordinances, rules, regulations and orders of public authorities for the safety of persons or property in accordance with the requirements of the Main Contract and with Exhibit "C" attached hereto. Subcontractor shall report in writing to Contractor immediately (less than 4 hours) any and all injuries to employees or agents of Subcontractor that may occur at the job site. Subcontractor shall submit a Fall Protection Plan and a written Safety Program for its employees prior to commencing any work at the Project site. Subcontractor shall require its employees to attend all safety meetings conducted at the job site by Contractor. Prior to exposing any employees on the site to any hazardous or toxic substance, Subcontractor shall give all legally required written notice (e.g. MSDS sheets) of the chemical composition thereof to Contractor in sufficient detail and time to permit full compliance with applicable disclosure laws. Subcontractor shall impose similar requirements on its sub-tier contractors and/or suppliers who work at the site.

**19.** In the event the Subcontract contains unit price items, it is understood and agreed that any quantities stated in the Subcontract documents are approximate only and subject to adjustment as required by the Main Contract and as ordered and directed by Contractor. Subcontractor's right to price adjustments based on variations from quantities estimated in the Main Contract shall be strictly limited to whatever adjustments Contractor actually obtains on Subcontractor's behalf from the Owner.

**20.** Materials condemned and/or work rejected by Contractor, Owner or Owner's consultants as failing to conform to the Main Contract, shall upon notice from Contractor be immediately removed, replaced, and/or repaired by Subcontractor. Delay or forbearance in Contractor's condemnation or rejection of any work or materials shall not in any way waive Contractor's right to object thereto at any subsequent time.

**21.** Subcontractor shall promptly notify Contractor of any damage caused by Subcontractor's operations to work of others or to structures or landscaping of the Owner. Subcontractor shall be responsible for the cost of its repair, including costs removing other installations to gain access for the repair, provided that Subcontractor's liability shall not extend to costs reimbursed by Project insurance.

**22.** Subcontractor shall regularly and promptly, at its own cost, remove all refuse, waste, and debris produced by its operation at and adjacent to the Project site. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the work site. If Subcontractor fails after notification to meet these requirements, refuse removal may be done by Contractor and charged against Subcontractor's account. Contractor will not provide a dumpster on the work site for Subcontractor's use.



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**23.** Upon request, Subcontractor shall furnish to Contractor a performance and payment surety bond reasonably acceptable to Contractor in an amount equal to the value of Subcontractor's work, conditioned on and covering the faithful performance of, and compliance with, all the terms, provisions and conditions of this Subcontract, and payment for all labor, materials, equipment and supplies used in the prosecution of the work. Subcontractor shall furnish such bond within ten days of receipt of this Subcontract. The premium cost of the bond will be covered under a change order.

**24.** Any sub-tier contractor and/or supplier of Subcontractor shall be bound to Subcontractor to the same extent as Subcontractor is bound to Contractor.

**25.** No modification of this Subcontract and no waiver of rights hereunder shall be valid or binding unless the same shall be in writing and signed by the parties. Failure of Contractor to insist upon strict performance of the Subcontract, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver of any such performance, or any other covenants or agreements, but the same shall be and remain in full force and effect.

**26.** To the extent Contractor reasonably determines that a dispute between the undersigned parties involves issues under the Main Contract, Contractor may require Subcontractor to participate in and be bound by the applicable dispute resolution procedures under the Main Contract. Subcontractor agrees to be joined as a party to such prime contract proceedings if so requested by Contractor. Subcontractor shall also defer or stay any separate dispute procedure against Contractor until Contractor has had time to fully prosecute the subject issues under the Main Contract.

As to disputes that do not implicate rights or obligations under the Main Contract, Contractor and Subcontractor hereby agree that all disputes between them under or in connection with this Subcontract shall be subject to binding arbitration by a single neutral arbitrator having substantial experience in construction law matters. The venue or any such arbitration shall be King County, Washington, and the parties agree that Washington law shall govern all claims and defenses of whatever kind, including counterclaims and any other requests for relief, made in the arbitration by any party. The parties further agree that the arbitrator shall have no authority to issue any relief to a party other than compensatory damages and/or declaratory relief. Except to the extent that Contractor may pass through damages assessed by Owner in connection with Subcontractor's work, the parties further agree to waive their rights to claim punitive damages, statutory damages, consequential damages, and tort-based damages against each other in connection with the Project. If within 14 days after receipt of a demand for arbitration the parties are unable to agree on an arbitrator, either party may submit the matter to the presiding judge of the King County Superior Court to appoint an appropriately qualified arbitrator.

Any arbitration hereunder shall be conducted in accordance with the then prevailing Construction Industry Arbitration Rules of the American Arbitration Association, except that those rules shall be superseded to the extent necessary to give effect to the following specific procedural rules: (1) no party shall be allowed more than ten days of deposition discovery during the discovery period; (2) all discovery shall be concluded within 140 days after an arbitrator is selected; and (3) the arbitrator shall set a hearing to commence no later than 40 days following the close of discovery unless the parties agree otherwise.

The substantially prevailing party in arbitration (if any) shall be entitled to an award of attorneys' fees, expert fees and other costs reasonably incurred.

**27.** Each party shall designate a person having authority to bind that party with respect to field direction, change orders and other matters requiring consent or approval by parties. Each party shall be entitled to rely on directives or decisions made by the other party's representative so identified.

**28.** Notices required or provided for under this Subcontract shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested.

**29.** Time is of the essence with respect to the completion dates and milestone dates established in the Project schedule pursuant to this Subcontract. Each party shall make reasonable efforts to mitigate any delays affecting the work.



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{Phase\_Code}

SUBCONTRACTOR: PLEASE CHOOSE: \_\_\_\_\_ **1% DISCOUNT** OR \_\_\_\_\_ **10% RETAINAGE** (per Section 4 herein)

IN WITNESS WHEREOF, this Subcontract has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CONTRACTOR:  
**SGA CORPORATION**  
Shoreline, WA 98133  
206 533-2191

Contractor Registration#  
SGACO\*\*084BS

SUBCONTRACTOR:  
**{Sub\_Name}**  
{Sub\_Address}, {Sub\_State} {Sub\_Zip}  
{Sub\_Phone}

Federal ID: \_\_\_\_\_ {Fed\_Id\_Number} \_\_\_\_\_

Subcontractor's License No. : \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE OF SUBCONTRACTOR MUST BE NOTARIZED

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, a Notary in and for the State of Washington, personally appeared \_\_\_\_\_ to be known as the \_\_\_\_\_ of {Sub\_Name}, and to be known to be the individual described in and who executed the within and foregoing Subcontract and acknowledged that he read said Subcontract and all exhibits attached hereto and signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public in and for the State of Washington

Residing At: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



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## EXHIBIT "A" SCOPE OF WORK

Subcontractor shall furnish all labor, supervision, equipment, shoring, tools, material, all permits required for its work (other than building permit), and supplies to perform the scope of work set forth herein. All work shall be performed in accordance with all plans, specifications and addendums by {@architect}, SGA Corporation's Project Manager, Superintendent, project schedule, and all local codes and requirements. The scope of work described below is for reference only. The plans and specifications shall govern. The scope of work shall consist of, but not be limited to:

{Subcontract scope of work}

In the event of a conflict between the terms of this subcontract and the attached quote, the terms of this subcontract shall prevail. All work must be performed within complete safety regulations at all times and Subcontractor shall have a copy of their safety program on site at all times. Safety meetings will be held by Contractor on a weekly basis. Subcontractor employees shall attend. Subcontractor acknowledges they have read and understand all of the bid documents. All work by Subcontractor shall be done in strict conformance with all state, federal and local safety rules and regulations and with all local codes and regulations, under the direction and supervision of Contractor, and in strict compliance with Contractor's construction schedule established for the project. Subcontractor shall have in place on the job site all safety items required, including but not limited to a Fall Protection Plan, Company Safety Plan, and MSDS for all products which shall be in place prior to commencement of Subcontractor's work. Subcontractor shall clean and remove debris from work areas on a daily basis and remove all debris from job site to maintain a safe work environment. If Contractor deems Subcontractor is not maintaining job cleanliness then Contractor shall keep the job clean and back charge Subcontractor. No dumpster box will be provided. Subcontractor shall use its best efforts to avoid damage to any finishes on the job site. Subcontractor shall invoice for its work performed under the terms of this contract in a prompt and timely manner. All invoices must be received by Contractor within 30 days of the date of completion of Subcontractor's scope of work. Contractor will not pay any invoices submitted more than 30 days after completion of work by Subcontractor. At the completion of the project, Subcontractor shall supply three (3) original Operation and Maintenance Manuals, As-Builts and Warranty letters.

Subcontractor shall have all required safety items on the job site to commencement of Subcontract, including but not limited to the Fall Protection Plan, a company Safety Plan and MSDS for all hazardous products, as required by WISHA. The MSDS shall be in labeled binders and delivered to Contractor's job site superintendent.

The above description of Subcontract work (applicable to all jobs on a Master Subcontract) is intended to generally and adequately identified the nature and scope of work herein. The description of work in this Exhibit "A" is subject to and includes all those matters set forth in the plans, specifications, drawings, addenda, modifications, Main Contract, and all other documents incorporated into or reasonably inferred from the Subcontract documents.

This description of work is fully incorporated in the Subcontract and made a part thereof. Contractor and Subcontractor have executed this description of work set forth in this Exhibit "A" effective: {Date Issued}.



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## EXHIBIT "C" SAFETY ADDENDUM

Subcontractor and its sub-tier subcontractors shall take all reasonably necessary safety precautions pertaining to their work, including compliance with applicable laws, ordinances, regulations and orders issued by a public authority, whether federal, state, local, OSHA/WISHA or other, and any safety measures required under the Main Contract or reasonably requested by Contractor. Subcontractor shall at all times be responsible for providing a safe job site and be responsible for the safety of all employees, invitees, equipment and materials that are within the control of Subcontractor or its sub-tier contractors and/or suppliers. Subcontractor and its sub-tier contractors shall furnish all required safety equipment for their work and ensure that all of their employees have and wear personal protective clothing in compliance with applicable OSHA/WISHA requirements and Project safety rules. Subcontractor shall promptly provide Contractor with written notice of any safety hazard or violation found anywhere on the job site, and of any injury which occurs on the job site.

Subcontractor certifies that it and its sub-tier contractors are registered contractors in the state where the Project site is located, and that they maintain a written Accident Prevention Plan and a site specific safety plan in compliance with applicable government regulations. Subcontractor's Accident Prevention Plan should address Subcontractor's role and responsibilities pertaining to safety on the job site, training, and corrective action and be tailored to safety and health requirements for the work involved. Subcontractor shall have and enforce a disciplinary action schedule in the event any safety violations are discovered, which should vary depending upon the severity of the violations. When requested by Contractor, Subcontractor shall provide information regarding any and all safety matters to Contractor.

Contractor's supervisor may direct Subcontractor's superintendent to remove employees not in compliance with the above. In the event Subcontractor does not promptly correct any safety violations, Contractor may order Subcontractor to stop work until the violation is corrected, and may correct the violation and charge all costs of compliance to Subcontractor.

Subcontractor agrees to defend, indemnify and hold Contractor harmless from all government claims, demands, proceedings, violations, penalties, assessments or fines that arise out of or relate to Subcontractor's failure to comply with any safety related laws, ordinances, rules, regulations, orders, or obligations hereunder. Contractor may deduct from Subcontractor's payments the amounts of any fines, fees, costs, and expenses incurred by Contractor due to claims, citations or fines assessed against Subcontractor or its sub-tier contractors.