

## MASTER SUBCONTRACT AGREEMENT

Contract Number  

This Master Subcontract Agreement made this   day of  , 20\_\_ (herein the "Agreement" or "Subcontract") by and between Joe Lombardo Plumbing & Heating of Rockland Inc. (herein "Contractor") having its principal place of business at 321 Spook Rock Road, Suffern, New York 10901, and American (herein "Subcontractor") having its principal place of business at 307 S. Main St. New City NY 10956 Minutemen

Contractor hereby retains Subcontractor to perform the work described below pursuant to the Subcontract Documents set forth in Article 1 (herein the "Work"), all laws, codes, regulation and ordinances applicable to the work (herein "Legal Requirements") and construction industry standards regarding labor and material prevailing in the area.

### **ARTICLE 1. Article I The Contract Documents**

- 1.1. The scope of work, schedule, contract amount, insurance requirements and other relevant information for the project are identified in Schedules "A" through "C". Each Schedule "A" – "C" (if Contractor and Subcontractor work on multiple projects), if and when issued, together with this Subcontract, and with any other project documents noted on the Schedules shall form the parties contract for each project (the "Contract Documents"). However, this Agreement need only be executed once and shall be deemed to govern the parties' relationship for each future project unless otherwise agreed to by the parties in writing.
- 1.2. The Subcontractor represents and agrees that it has carefully examined and understands the Subcontract and the other Contract Documents, has investigated the nature, locality and site of the work and the conditions and difficulties under which it is to be performed, and that it enters into the Subcontract on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of Contractor, or of the Owner<sup>1</sup>, or of any of their respective officers, agents, servants, or employees. The Contract Documents are available for inspection at Contractor's office or the job site.
- 1.3. With respect to the work to be performed and furnished by the Subcontractor hereunder, the Subcontractor agrees to be bound to Contractor by each and all of the terms and provisions of the Agreement, each Work Order issued thereto, and the other Contract Documents to the same extent to which Contractor is bound to the Owner, and to assume toward Contractor all of the duties, obligations and responsibilities that Contractor by those Contract Documents assumes toward the Owner, and the Subcontractor agrees further that Contractor shall have the same rights and remedies against the Subcontractor as the Owner under the terms and provisions of the contract between Owner and Contractor (the "Construction Contract") and the other Contract Documents has against Contractor with the same force and effect as though every duty, obligation, responsibility, right or remedy without limitations were set forth herein in full. The terms and provisions of this Agreement with respect to the work to be performed and furnished by the Subcontractor hereunder are intended to be and shall be in addition to and not in substitution of any of the terms and provisions of the Construction Contract and the other Contract Documents.
- 1.4. The plans, drawings, details, and the specifications are intended to supplement one another, and any work or materials shown, mentioned or reasonably implied in one and not in the others are to be furnished by the Subcontractor without extra charge. The enumeration of particular items in this Subcontract or in the specifications shall not be construed to exclude other items. The intention of the documents is to include everything, whether specified herein or not, necessary for the proper execution and completion of the Subcontract work, as hereinafter defined.

### **ARTICLE 2. Description of Work, Submissions, Substitutions**

- 2.1. The Subcontractor will furnish all labor, materials, appliances, tools, paint, appurtenances, equipment, scaffolding, permits, methods, transportation, power, fuel, water, supplies, hoisting, rigging and services of every kind necessary for the complete and entire performance of the work under this Agreement (the "Work"). The Work shall be performed in a good, substantial, thorough and workmanlike manner, and in strict accordance with the Contract Documents as more particularly defined in the annexed Schedules. The work shall be subject to final approval of Contractor, the Architect and the Owner, that the performance of the Work is in every respect complete.
- 2.2. Submissions

<sup>1</sup> If Contractor has not entered into an agreement with the owner then the term "Owner" shall be deemed to refer to the entity with which the Contractor has entered into an agreement.