



DELTA CONSTRUCTION

MASTER SUBCONTRACTOR AGREEMENT

THIS MASTER SUBCONTRACTOR AGREEMENT ("Agreement") is made as of the date specified in Section 1.1 below by and between the contractor specified in Section 1.2 below, and the subcontractor specified in Section 1.3 below. In consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, both parties agree as follows:

Terms: Section 1 contains the basic terms ("Basic Terms") of this Agreement between the Contractor and Subcontractor identified in this Agreement. The other sections of this Agreement and the attachments and exhibits attached hereto further define the Basic Terms and contain other contractual provisions, all of which are incorporated herein by this reference. These include the attached Exhibit "A" Terms & Conditions, Exhibit "B" Terms of Payment and Sample Subcontract Agreement. In the event of any conflict between the Basic Terms and any other provision in this Agreement, however, such other provision shall prevail. The parties agree that the Subcontractor's Proposal will be subject to and must comply with all of the terms and conditions of this Agreement.

Section 1:

1.1 **Date of Agreement:**

1.2 **CONTRACTOR:** *(please select ONE if you only wish to only bid on either commercial or residential work)*

For Commercial Work:

DELTA CONSTRUCTION SERVICES, LLC
10645 N. Tatum Blvd, #200-481
Phoenix, AZ 85028
ROC License KB1-284684

Office Phone: (602) 953-5162

Office Fax: (480) 907-1620

For Residential Work:

DELTA RESIDENTIAL, INC.
10645 N. Tatum Blvd, #200-481
Phoenix, AZ 85028
ROC License R83279, B2-284838

Email: info@deltaconstructionaz.com

1.3 **SUBCONTRACTOR:** *(please provide Company's full legal name and address below)*

AZ ROC License # _____

Telephone: _____ Fax _____

Email _____

1.4 **Term:** This Agreement will commence on _____ and will thereafter remain in effect unless and until terminated pursuant to the provisions of this Agreement:

1.5 **Procedure:** The project subcontract procedure will be as follows:

1.5a The Subcontractor will provide Contractor with a proposal

1.5b If the proposal is accepted, a Delta Construction Project Manager will approve it in writing.

1.5c The terms and conditions set forth in this Master Subcontractor Agreement apply and supersede any provision in the Subcontractor Proposal.

1.5d Delta will send out a CONSTRUCTION SUBCONTRACT AGREEMENT which will serve as an addendum to this Master Agreement which will specify the Scope of Work and Contract Amount for that Project. This must be signed and returned to Delta prior to any work being performed on the job site.

- 1.6 Services: Subcontractor agrees to provide building construction services with costs not to exceed \$100,000 USD per project. For construction projects with costs over \$100,000 USD, the Contractor's job specific subcontract will be used.
- 1.7 Insurance: Subcontractor shall at all times maintain in full force and effect the insurance all insurance coverage in the amounts and under the terms set forth in Exhibit "A" **Terms & Conditions**.
- 1.8 Licensing: Subcontractor must be fully licensed at all times and shall at all times maintain said license(s) in good standing as required by state law.
- 1.9 Payment & Payment Schedule: Subcontractor agrees to be paid in accordance with the terms and conditions set forth in Exhibit "B" **Terms of Payment**.
- 1.10 Binding Agreement: A Subcontractor proposal signed by the Contractor during the term of this Master Agreement shall constitute a binding agreement subject to the terms of this Master Agreement, and Subcontractor acknowledges and agrees to be bound by all of the terms and provisions of this Master Agreement with respect to every Subcontractor proposal signed by the Contractor during the term of this Master Agreement wherein the Subcontractor's proposal is selected.

Section 2:

- 2.1 Continuing Work: Subcontractor agrees not to participate in or encourage any cessation of services, which may occur as a result of a labor dispute. Should there be a work stoppage or shutdown which involves the participation of Subcontractor's personnel, Subcontractor agrees to take appropriate and prompt action to provide qualified personnel to perform the Subcontract services. In the event Subcontractor is unable to provide said personnel, Subcontractor agrees to reimburse Contractor for any expenses incurred by Contractor in providing said services, or, at Contractor's sole option, Contractor may offset such expense against monies currently owed to Subcontractor. Subcontractor agrees to take appropriate, prompt action to minimize delay by fully cooperating in every reasonable way to eliminate any work stoppage or the effect of any work stoppage.
- 2.2 Compliance with Law: In the performance of this Agreement, Subcontractor agrees to abide by all present and future laws, codes, ordinances, rules or regulations of federal, state or municipal governments or instrumentality's having jurisdiction. Subcontractor shall obtain, at its sole cost and expense, and keep current all licenses, permits, tax stamps and other documents which are required by law, rule or regulation and which are necessary to perform the services herein, and shall deliver a copy of such licenses, permits or other documents to Contractor. Subcontractor shall indemnify and hold harmless Contractor and Contractor's officers, directors, partners, employees and agents from and against any violation by Subcontractor, its agents, servants, vendors or employees, of any and all laws, rules or regulations occurring during the performance of this Agreement.
- 2.3 Assignment: Subcontractor shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Contractor, which consent may be granted or withheld in Contractor's sole discretion. In addition to the foregoing and in the event of any approved assignment of delegation, Subcontractor shall remain fully liable for the assignee's timely and full compliance with all of the terms and conditions of this Agreement. Any prohibited assignment or delegation shall be null and void. This Agreement may be assigned by Contractor and, upon delivery to Subcontractor of an executed duplicate original of such assignment document, Contractor named herein shall be relieved of all obligations thereafter accruing under this Agreement.
- 2.4 No Waiver: The failure by Contractor to insist upon strict performance of any of the terms and conditions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be considered to be a waiver or relinquishment of such performance by Subcontractor or rights of Contractor, and all terms and conditions shall remain in full force and effect.
- 2.5 Entire Agreement & Amendments: This Agreement, including all attachments and exhibits hereto, contains the entire Agreement between Contractor and Subcontractor with respect to the subject matter hereof and supersedes all prior discussions, negotiations and agreements between Contractor and Subcontractor, whether written or oral, and Contractor and Subcontractor agree that there are no other oral or written agreements or representations between Contractor and Subcontractor with respect to the Services. This Agreement may not be modified or amended unless such modification or amendment is in writing and duly executed by both Contractor and Subcontractor.

- 2.6 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The proper venue for interpreting this Agreement shall be Maricopa County, Phoenix, Arizona.
- 2.7 **Time of the Essence:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.
- 2.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be attached there from without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.
- 2.9 **Invalidity:** Wherever possible, each provision of this Agreement shall be interpreted in such a manner to be valid under applicable law, but, if any provisions of this Agreement shall be invalid or prohibited thereunder, such validity or prohibition shall be construed as if such invalid or prohibited provisions had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.
- 2.10 **Interpretation:** The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Section headings of the Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement.

Subcontractor _____

 Signature: _____
 By (Print Name) _____
 Its: _____
 Executed on _____, 20__ in Arizona.

DELTA CONSTRUCTION SERVICES, LLC
 DELTA RESIDENTIAL INC.
 Signature: _____
 By (Print Name) _____
 Its: _____
 Executed on _____, 20__ in Arizona.

For Office Use Only:

Contract Number: _____

Vendor ID: _____

EXHIBIT "A"

TERMS & CONDITIONS

1 Plans, Specifications and Subcontract. The plans, specifications and the Subcontract are intended to supplement each other. In case of conflict, however, the provisions of the contract between the Owner and the Contractor regarding conflict shall apply. If there is no such provision, the plans shall control the specifications, and the provisions of the contract shall control both the plans and specifications.

2 Labor and Material. Subcontractor shall pay all valid charges for labor and materials used on the work covered by the Subcontract, but is excused from this obligation for bills received in any period during which Contractor is in arrears in making progress payments to Subcontractor. If Contractor is required to pay for any labor or materials ordered by Subcontractor on the project, Subcontractor shall immediately reimburse Contractor.

3 Extra Work. The subcontract price set forth in the Subcontractor's Proposal signed by the Contractor shall be deemed to be full compensation for all work and materials furnished by the Subcontractor whether or not specifically called for by the contract, plans, or specifications, and no additional compensation shall be paid to the Subcontractor unless a written extra work order is signed by the Contractor in advance, stating that the work is extra work and designating the amount to be paid for the extra work.

3.1 If the Subcontractor contends that any work or materials furnished by the Subcontractor should be paid for as extra work, the Subcontractor must give the Contractor written notice to that effect before the work or materials in question are furnished. Otherwise, it will be conclusively presumed that the Contractor and Subcontractor have agreed that such work or materials are within the scope of the original contract and that no additional compensation shall be paid.

3.2 All work orders and/or Change Orders submitted by a Subcontractor must have a number assigned in sequential order. Upon approval, an invoice referencing the numbered work request and/or Change must be sent to the General Contractor for payment. In the event the request is denied, the same number shall not be used for additional work orders and/or Change orders.

4 Cleanup. The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors. If the Subcontractor fails to clean up as provided in this SECTION 4, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

5 Subcontractor Default. If the Subcontractor defaults or neglects to carry out the work in accordance with the Subcontract and fails within two working days after delivery of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may thereafter, without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor. In the event that Subcontractor's default causes a delay in the performance of Contractor's work or results in a default by Contractor under the provisions of the contract between the Owner and the Contractor, Subcontractor shall be responsible for all loss or damages suffered by Contractor.

6 Termination by the Contractor. If the Subcontractor persistently or repeatedly fails or neglects to carry out the work in accordance with the Subcontract and fails within two working days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract sum exceeds the expense of finishing the Subcontractor's work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

7 Attorney Fees. If either party becomes involved in litigation arising out of the Subcontract or the performance thereof, the court in such litigation, or in a separate suit, shall award attorney fees to the prevailing party. Unless judgment goes by default, the attorney fee awarded shall not be computed in accordance with any court schedule, but shall be sufficient to fully reimburse all attorney fees actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorney fees paid or incurred in good faith.

8 Bankruptcy. If the Contractor or the owner of the Subcontractor should become bankrupt or make an assignment for the benefit of creditors, the Subcontractor, its trustee in bankruptcy, shall be paid the reasonable value of all work theretofore performed, and the obligations of all parties under the Subcontract shall thereupon terminate.

9 Notices. Any notice required or permitted under the Subcontract may be delivered in person, by any overnight express mail carrier, or by ordinary mail at the address contained in the Subcontract, but such address may be changed by written notice given by one party to the other from time to

time. Notice shall be deemed delivered by ordinary mail two (2) days after the postmark date on the envelope, one (1) day after the date shown on the delivery instructions for overnight express mail carrier, and on the same day that notice was delivered personally.

10 Arbitration. If the contract between the Owner and the Contractor calls for arbitration, and an arbitration concerning or related to Subcontractor's work is commenced between the Owner and the Contractor, Subcontractor will, upon demand of Contractor, become a party to such arbitration proceedings and shall submit to any award which may be rendered therein. Subject to the foregoing, if any questions arise regarding the work required under the Subcontract, or regarding the rights and obligations of the Contractor and Subcontractor under the terms of the Subcontract or the plans or the specifications, such questions shall be subject to arbitration. Arbitration shall be conducted in Phoenix, Arizona, in accordance with the Construction Industry Rules of the American Arbitration Association, which are in effect at the same time the demand for arbitration is filed. Should any party refuse or neglect to appear or participate in the arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as the arbitrator shall deem proper, including, but not limited to, attorney fees for the time, expense and trouble of arbitration.

11 Alternates. The Subcontractor shall not deviate from the requirements of the plans and specifications as to materials and equipment to be furnished, or the method of performing the work unless prior written approval has been obtained from the Contractor. The Subcontractor warrants that any alternate equipment, material or method proposed by the Subcontractor will meet and achieve all performance standards established by the Subcontract and other related documents.

12 Insurance. Contractor insurance requirements. You must, at your own expense, procure and maintain in force without interruption, from the date of this Agreement until the date this Agreement expires or is terminated or such later date as is specified herein, the following policies of insurance, issued by a carrier authorized to transact business in Arizona and rated A- by AM Best, those policies marked below:

Commercial general liability coverage ("CGL") with an "occurrence" trigger (claims-made and modified occurrence insurance is not acceptable) that provides at least the following coverage to Insureds and additional insureds; bodily injury and property damage covering premises and operations; products and completed operations; products liability; contractual liability that is unendorsed and that applies to contractually assumed tort liability; personal injury; explosions, collapse; and underground hazards. The required CGL insurance shall have liability limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. The CGL policy shall contain a blanket additional insured endorsement stating that an insured includes any person or entity who you are required to name as an additional insured under a written contract or agreement. You are required to maintain CGL coverage with the limits and conditions specified herein, in continuous force for a period of eight (8) years after the date of final payment on the last project governed by this Agreement.

If this space is marked, liability umbrella coverage that is excess to the CGL policy with coverage at least as broad as that afforded by the CGL policy and limits of at least \$5,000,000. You are required to maintain umbrella coverage with the limits and conditions specified herein, in continuous force for a period of eight (8) years after the date of final payment on the last project governed by this Agreement.

Comprehensive automobile liability coverage of at least \$1,000 each accident insuring against bodily injury and property damage arising out of the operation, maintenance, use, loading or unloading of any automobile including owned, leased, non-owned, hired and employee automobiles.

Worker's compensation providing statutory benefits imposed by State or federal law and employer's liability coverage with limits of not less than \$1,000 each accident, \$1,000,000 aggregate policy limit for disease and \$1,000,000 each employee.

All insurance shall protect you from claims which may arise out of or result from your work under this Agreement for which you may be legally liable, whether the work is by you or a sub-subcontractor or by anyone directly or indirectly employed any same of by anyone for whose acts any of them may be liable.

We will have the right, but not the obligation, to request additional information to confirm your compliance with the requirements of this Section 9, including the right to obtain copies of your insurance policies. A copy of this Agreement shall constitute your authorization to any insurer, agent or broker to provide a certified copy of any such policy to us.

Prior to your commencing work on any project governed by this Agreement, you must name us and our principals, officers, agents, directors, and affiliates as additional insureds under CGL and Umbrella policies (as applicable), and you must continue to do so for the duration of the time that you have agreed to maintain coverage.

Prior to your commencing work on any project governed by this Agreement, you must deliver to us without expense to us endorsements (certificates are not acceptable) from your insurance carriers which certify that: each described policy is in full force and effect and specifying the expiration date and policy limits; with respect to those policies naming us as additional insureds, no cancellation, non-renewal or material reduction shall take effect until after we have been provided 30 days prior written notice; and the required persons are named as additional insureds under the policies requiring the same.

13 Indemnification. To the fullest extent permitted by law, Subcontractor shall defend and indemnify and hold harmless Contractor and Owner and their respective agents and employees from claims, demands, costs, attorney fees, causes of action and liabilities of every kind whatsoever arising out of or in connection with Subcontractor's work performed for Contractor. This defense and indemnity shall extend to claims occurring after the Subcontract is completed or terminated as well as while it is in force. The defense and indemnity shall apply regardless of any active and/or passive negligent act or omission of the Contractor, Architect, or Owner, or their agents or employees, but Subcontractor shall not be obligated to indemnify any party for claims arising from the sole gross negligence or willful misconduct of the Contractor or its agents or employees. The defense and indemnity set forth in this section shall not be limited by any insurance requirements, or by any other provision of the Subcontract. All work done at a site or in preparing or delivering materials or equipment to the site shall be at the sole risk of Subcontractor until the work is accepted by Contractor. In claims against any person or entity indemnified under this SECTION 13 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Paragraph #13 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

14 Safety. Subcontractor is required to follow all Federal, State and Local regulations regarding safety.

14.1 If this space is marked, Subcontractor shall provide material safety data sheets (MSDS's) prior to bringing any hazardous substance onto the job site.

14.2 If this space is marked, Subcontractor shall conduct a weekly Safety meeting (tool Box Topic) with all employees on the Project site. Each Subcontractor must document and submit a weekly sign in sheet that includes each attendee name, Signature and the Safety Topic discussed. The sign in sheet is due each Friday and must be given to the Onsite Superintendent or emailed to ajones@deltaconstructionaz.com.

15 The One Year Warranty: New Construction and Remodels. The standard "one year expressed limited warranty" also known as the "Fit and Finish warranty" is an industry standard and an Arizona law, and is considered an implied warranty. Even though the state has adopted a standard for the warranty, a written warranty is required at completion of the project and must be submitted with the Subcontractor's close-out package.

16 Chinese Drywall. Subcontractor warrants that any drywall material used or installed on the project by Subcontractor is not manufactured in The People's Republic of China.

17 Daily Reports. If this space is marked, Subcontractor shall provide the onsite Superintendent with a daily report of activities, employee count, issues, concerns, schedule changes for each scheduled or unscheduled day on the job site. The information provided by Subcontractor will be incorporated into the Master Daily Report maintained by the Contractor.

EXHIBIT "B"

Terms of Payment

BILLING AND PAYMENT PROCEDURES

1. **Invoices.** Invoices are due in Contractor's office on the 20th of each month and must be dated through the work completed date. Subcontractor may bill prior to the 20th of any given month ONLY if you are 100% complete on a project. Each invoice shall be approved based on percentage of completion of work performed during the payment period. If the invoice reflects an amount over the percentage complete, the invoice will be returned for revision and may delay processing of pay application.
2. **Invoice format.** All invoices must be in an AIA Application for Payment format. A Subcontractor invoice may accompany the AIA document and should include an Internal Invoice number along with our Project Name/Number.
3. **Change Order billing.** Only Contractor-approved change orders may be submitted for payment. When submitting, subcontractor shall include a copy of the approved change order including, the date, a description of the additional work, the dollar amount of the change and the Contractor approval. Failure to comply will result in delays in processing.
4. **Retention.** Retention is not required on subcontracts with a total contract value of less than \$3,000. All other subcontracts shall be subject to a retention of ten percent (10%) of the total contract value. Retention will be held until after final inspection is received and work is 100% complete. You must include our job number on all your payment submittals in order to be processed (refer to signed proposal or contact a Delta Project Manager for job number).
5. **Lien release.** A proper lien release must be submitted with all invoices and the release must comply with the requirements.
6. **Delivery.** All invoices along with an appropriate supplier and sub lien waivers must be either, e-mailed, faxed or mailed (**please do only one of these methods**). Invoices may be emailed to: accounting@deltacoconstructionaz.com or faxed to 480-907-1620 or mailed to our PO Box at: 10645 N. Tatum Blvd, #200-481, Phoenix, AZ 85028
7. **Joint Checks / Supplier pre-liens.** It is our policy to require joint checks or lien releases from your suppliers or sub-subcontractors on jobs in which a preliminary lien notice has been filed by your supplier(s). If you do not want your check to be joint with your supplier or sub-subcontractor, then you are responsible for providing the appropriate unconditional lien release from your suppliers through the **last day of the same billing period** your are invoicing for. In addition, before final retention is paid an unconditional final lien release must be received in our office by your supplier(s) sub-subcontractor(s) showing they have been paid in full.
8. **Payment.** Contractor shall pay subcontractor within **14** working days following receipt of payment from owner ("Pay when Paid") and will be based on the percentage complete through the end of that monthly period. Ten-percent (10%) retention will be held until final inspection is received on any contract with a total cost in excess of \$3,000 . Retention, if any, will be paid within 60 days of final inspection and final payment is received from owner/tenant. No payments will be made until all requested insurance and contractor information is received and required lien waivers are signed.

[Last page of Master Contract]

This Contract/Agreement is between:

CONTRACTOR:

A.B.C. Construction Company
933 Larkin Valley Road
Route to: "The Farm"
Watsonville, CA 88888-8888
(408) 724-9878 Fax (408) 724-5391
License: 123456789012

Job Name Here

Project No: 1234

(p) (408) 724-9878

(f) (408) 724-5391

SAMPLE

AND

SUBCONTRACTOR:

Vendor Name
Vendor Address Line #1
Vendor Address Line #2
Vendor City, ST 88888-8888

(p) (999) 999-9999

(f) (999) 999-9999

THIS CONSTRUCTION SUBCONTRACT AGREEMENT ("Agreement") is made as of the date specified below and shall become part of the signed Master Subcontractor Agreement signed by and between the CONTRACTOR and the SUBCONTRACTOR specified above. In consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, both parties agree as follows:

Project Scope of Work:

Subcontractor agrees to furnish all equipment, materials, supplies, services, labor and supervision to construct and complete in a good and workmanlike manner and in accordance with all applicable labor, building and other laws and codes and in accordance with the Building Plans and Specifications the following:

Description of work here.

on the property (hereafter called "the Project") with the following description and address:

Job Name Here
Job Address Line #1
Job Address Line #2
Job City, ST 88888-8888

This Agreement shall commence on:

Contract Price and Payment Terms:

Contractor will pay Subcontractor (and/or its Suppliers) the sum of \$99,999,999.99 (Total Spelled Out Contract Amount Here) in monthly installments based on the percentage of completion of work or in installments as described below:

- 999.999 % Payment Schedule Description #1
- 999.999 % Payment Schedule Description #2
- 999.999 % Payment Schedule Description #3
- 999.999 % Payment Schedule Description #4

Subcontractor agrees to be paid in accordance with the terms and conditions set forth in Exhibit "B" of the Master Subcontractor Agreement and fully understands and agree that the Subcontractor's Proposal will be subject to and must comply with all terms of the Master Subcontractor Agreement and this Subcontract Agreement.

Insurance:

Subcontractor shall at all times comply with the insurance requirements set forth in Paragraph 12 of Exhibit "A" of the Master Subcontractor agreement in amounts not less than 99,999,999.99 or as required by the Project's specifications. Prior to you commencing work on this project governed by this Subcontract, you must deliver to us without expense to us endorsements from your insurance carriers which certify that:

- (a) each policy is in full force and effect and specifying the expiration date and policy limits and
- (b) with respect to those policies, name the following parties as additional insureds.

Delta Construction Services LLC
 10645 N. Tatum Blvd, #200-481
 Phoenix, AZ 85028

Licensing:

Subcontractor must be fully licensed at all times and shall at all times maintain said license(s) in good standing as required by state law.

Project Schedule:

Subcontractor has the right to cancel this Agreement if he/she cannot commence the work covered by this Agreement within 9999 day(s) of this subcontract.

Construction Funds Holder:

Fund Holder's Address 1
 Fund Holder's Address 2
 Fund Holder's Address 3

CONTRACTOR: A.B.C. Construction Company

SUBCONTRACTOR: Vendor Name

Signed: _____

Dated: _____

Title: _____

