SECTION 00 52 73

SUBCONTRACT AGREEMENT FORM

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In accordance with the requirements of Section 4b-96 of the Connecticut General Statutes, the Contractor selected for the

Contract shall provide to each of its listed or substitute subcontractors the relevant subcontract, along with a notice setting

forth the time limit for execution of such subcontract. The Contractor selected for the Contract shall file with the

Department of Construction Services (and a copy to CT DAS Procurement Services) an executed copy of each

subcontract within ten (10) days (Saturdays, Sundays and legal holidays excluded) of presentation of the subcontract to

each subcontractor. Each subcontract shall include at least the provisions set forth in the Subcontract form found in

Section 4b-96 and shall follow the order of the Subcontract form.

Sec. 4b-96. (Formerly Sec. 4-137g). Subcontract, form. Procedure on failure of subcontractor to

execute subcontract. General bidder's responsibilities.

Within five days after being notified of the award of a general contract by the awarding authority, or, in the case of

an approval of a substitute subcontractor by the awarding authority, within five days after being notified of such

approval, the general bidder shall present to each listed or substitute subcontractor (1) a subcontract in the form

set forth in this section and (2) a notice of the time limit under this section for executing a subcontract. If a listed

subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a

subcontract by the general bidder selected as a general contractor, to perform his agreement to execute a

subcontract in the form hereinafter set forth with such general bidder, contingent upon the execution of the

general contract, the general contractor shall select another subcontractor, with the approval of the awarding

authority. When seeking approval for a substitute subcontractor, the general bidder shall provide the awarding

authority with all documents showing (A) the general bidder's proper presentation of a subcontract to the listed

subcontractor and (B) communications to or from such subcontractor after such presentation. The awarding

authority shall adjust the contract price to reflect the difference between the amount of the price of the new

subcontractor and the amount of the price of the listed subcontractor if the new subcontractor's price is lower and

may adjust such contract price if the new subcontractor's price is higher. The general bidder shall, with respect to

each listed subcontractor or approved substitute subcontractor, file with the awarding authority a copy of each

executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a

subcontract to such subcontractor. The subcontract shall be in the following form:

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SUBCONTRACT

THIS AGREEMENT made this day of , 20 , by and between a corporation organized

and existing under the laws of (a partnership consisting of ) (an individual doing business as )

hereinafter called the "Contractor" located at (insert complete address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

and a corporation organized and existing under the laws of (a partnership consisting of ) (an

individual doing business as ) hereinafter called the "Subcontractor", located at (insert complete

address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as

follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in

Section No. of the specifications for (Name of Subtrade) and the plans referred to therein and

addenda No. , and for the (Complete title of project and the project number taken from the title page of the

specifications) all as prepared by (Name of Architect or Engineer) for the sum of ($ ) and

the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates:

Supplemental No. (s) , , , , , , , .

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans,

specifications (including all general conditions stated therein which apply to his trade) and addenda No. , ,

, and , and , and to assume to the Contractor all the obligations and responsibilities that the Contractor

by those documents assumes to the (Awarding Authority) , hereinafter called the "Awarding Authority",

except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described

documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the

terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained

therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority

in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this

subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor

agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner in accordance with

completion schedules prescribed by the general contractor for each subcontract work item, based on consideration to the

date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor, within a reasonable time after the execution of this

subcontract, evidence of workers' compensation insurance as required by law and evidence of public liability and property

damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the

Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first

forty (40) days following the calendar month in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the

Awarding Authority for the complete work.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

 SEAL

(Type in Name of Subcontractor here)

WITNESS: By: / /

 Its , Duly Authorized Date

Print Name: Print Name:

 SEAL

(Type in Name of Contractor here)

WITNESS: By: / /

 Its , Duly Authorized Date

Print Name:

Print Name: