**State of Maine**

**CONSTRUCTION SUBCONTRACT**

Agreement entered into by and between the ***Contractor company name*** hereinafter called the *Contractor,* and ***Subcontractor company name*** hereinafter called the *Subcontractor.*

The *Contractor* and the *Subcontractor* agree as follows:

**ARTICLE 1   COMPENSATION AND PAYMENTS**

**1.1** The Contractor shall pay the Subcontractor to perform the subcontract Work described in the Specifications and shown on the Drawings and defined by attachments to this subcontract the Contract Sum of ***$0.00***.

**ARTICLE 2 TIME OF COMPLETION**

**2.1** The Work of this Contract shall be completed according to the established construction schedule, on or before the Final Completion date of ***31 December 2020***.

**ARTICLE 3 INELIGIBLE BIDDER**

**3.1** By signing this subcontract the Subcontractor attests that it has not been declared ineligible to bid on State of Maine projects.The Bureau of Real Estate Management may disallow award of this contract to any Subcontractor if there is evidence that the Subcontractor, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.

**3.2** By signing this contract the Subcontractor attests that it is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local government entity with commission of any of the following offenses and has not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction, or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

**3.3** The Subcontractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.

**ARTICLE 4 SUBCONTRACTOR’S RESPONSIBILITIES**

1. The *Subcontractor* shall furnish all of the materials and perform all the Work described in the specifications and shown on the drawings for the project entitled: ***title of project shown on documents*** prepared by ***Architect - Engineer firm name***, for the specification sections here described: ***list all sections- for this subcontract only- by number and name***.
2. *Not used.*
3. The Subcontractor shall comply with all laws, codes and regulations applicable to the Work.
4. *Not used*.
5. The Subcontractor shall remain an independent agent for the duration of this subcontract, shall not become an employee of the State of Maine, and shall assure that no State employee will be compensated by, or otherwise benefit from, this subcontract.

**ARTICLE 5   CONTRACTOR’S RESPONSIBILITIES**

1. The Contractor shall share all relevant available information about the objectives, schedule, constraints and existing conditions of the project.

**ARTICLE 6   INSTRUMENTS OF SERVICE**

1. The Subcontractor’s use of the drawings, specifications and other documents known as the Consultant’s Instruments of Service is limited to the execution of the Subcontractor’s scope of work of this project unless the Subcontractor receives the written consent of the Owner and Consultant for use elsewhere.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

1. This Contract shall be governed by the laws of the State of Maine.
2. The Contractor and Subcontractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Contract. Neither party to this Contract shall assign the Contract as a whole without written consent of the other party, which consent the Contractor may withhold without cause.
3. Subcontract bonds are required for projects utilizing Filed Sub-bids. The Subcontractor shall furnish the Contractor the appropriate subcontract bonds in the amount of 100% of the contract amount.
4. The Contractor shall make payments on account of the subcontract as provided therein as follows: each month 95% of the value, based on contract prices of labor and materials incorporated in the Work and of materials suitably stored at the site thereof up to the first day of that month, as certified by the Architect or Engineer.
5. Final payment shall be due 60 days after completion and acceptance of the Work, provided the Subcontractor has submitted evidence satisfactory to the Contractor and the Owner that all payrolls, material bills and other indebtedness connected with the Work has been paid.
6. Other provisions. ***There are no other provisions.***

**ARTICLE 8 CONTRACT DOCUMENTS**

1. The General Conditions of the contract, instructions to bidders, bid form, Special Provisions, the written specifications and the drawings, and any Addenda, together with this agreement, form the contract. Each element is as fully a part of the Contract as if hereto attached or herein repeated.
2. Specifications: ***indicate date of issuance of project manual***
3. Drawings: ***note each sheet number and title***
4. Addenda: ***note each addenda number and date, or "none"***

The Agreement is effective as of the date last executed by the parties.

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| --- | --- | --- |
| CONTRACTOR  |  | SUBCONTRACTOR  |
|  |  |
| (Signature) (Date) | (Signature) (Date) |
| name and title |  | name and title |
|  |  |
| name of contracting entity |  | name of contractor company |
|  |  |