



MORTON
Construction Company

GENERAL CONDITIONS

THIS AGREEMENT, Made as of _____ (Date),

Between the "Subcontractor": **Name:** _____ hereinafter referred to as "Subcontractor")

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____

And the "Contractor":

Morton Construction Company
2825 Richmond Ave. Sanford, FL 32773
Phone (407) 322-0754
CBC058131

For the Project:

Any and all jobs performed for Morton Construction Company (hereinafter referred to as "Contractor") from the date of execution until terminated in writing by both parties, or by lapse in Subcontractor performance for a period of one (1) year.

ARTICLE 1. CONTRACT DOCUMENTS

1.1 The contract documents consist of the contract, general conditions, construction documents, specifications, allowances, finish schedules, construction draw schedule, all addenda issued prior to execution of this agreement and all change orders or modifications issued and agreed to by both parties. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work by the subcontractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all. Performance by the subcontractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.2 The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the architect and subcontractor, (2) between the owner and a subcontractor or (3) between any persons or entities other than the contractor and subcontractor.

1.3 The term "work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services to be provided or to be provided by subcontractor to fulfill the subcontractor's obligations. The work may constitute the whole or a part of the project.

1.4 The drawings, specifications and other documents furnished by the subcontractor are instruments of service and shall not become property of the contractor whether or not the project for which they are made is commenced. Drawings, specifications and other documents furnished by the subcontractor shall not be used by the contractor on other projects, for addition to this project or, unless the subcontractor is

Initialed by: Contractor _____ Subcontractor _____

in default of this contract, for completion of this project by others, except by written agreement relating to use, liability and compensation.

ARTICLE 2. CONTRACTOR

2.1 The Contractor shall furnish all necessary surveys and a legal description of the site unless included in Subcontractor scope of work.

2.2 Except for permits and fees which are the responsibility of the Subcontractor under the Contract Documents, the Contractor shall secure and pay for all necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

2.3 If the Contractor observes or otherwise becomes aware of a fault or defect in the work or any nonconformity with the design or Construction Documents, the Contractor shall give prompt written notice to the Subcontractor. Subcontractor to make correction at contractor's direction and per construction documents.

2.4 The Contractor shall furnish required information and services and shall promptly render decisions pertaining there to avoid delay in the orderly progress of the design and construction.

ARTICLE 3. SUBCONTRACTOR

3.1 The Subcontractor shall supervise and direct their work, using the Subcontractor's best skills and attention. The Subcontractor shall be solely responsible for review of all construction documents as directed by all applicable codes & per contractors' directions and techniques, sequences and procedures and for coordinating all portions of the work under the contract.

3.2 Unless Contract Documents give other specific instructions concerning these matters, the Subcontractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

3.3 The Subcontractor shall enforce strict discipline and good order among the Subcontractor's employees and other persons carrying out the contract. The Subcontractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.4 The Subcontractor warrants to the Contractor that materials and equipment furnished under this contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted and that the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Contractor, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5 Unless otherwise provided in the Contract Documents, the Subcontractor shall pay sales, consumer, use and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely schedules to go into effect, and shall secure and pay for

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the building permit and other permits and Governmental fees, licenses and inspections necessary for proper execution and completion of the work.

3.6 The Subcontractor shall comply with and give notices required by laws, ordinances, rules and regulations, and lawful orders of public authorities bearing on performance of the work. The Subcontractor shall promptly notify the Contractor if the drawings and specification are observed by the Subcontractor to be at a variance therewith.

3.7 The Subcontractor shall be responsible to the Contractor for the acts and omissions of the Subcontractor's employees, subcontractors and their agents and employees, and other persons performing portions of the work under a contract with the Subcontractor.

3.8 The Subcontractor shall keep the Contractor informed of the progress and quality of the work.

ARTICLE 4. RELATIONSHIP OF BOTH PARTIES

4.1 The Subcontractor accepts the relationship of trust and confidence established by this agreement and covenants with the Contractor to cooperate with the Contractor and utilize the Subcontractors best skill, efforts and judgment in furthering the interests of the Contractor; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials, and to perform the work in the best way and most expeditious and economical manner consistent with the interests of the Contractor. The Contractor agrees to exercise best efforts to enable the Subcontractor to perform the work in the best way and most expeditious manner by furnishing and approving in a timely way information required by the Subcontractor and making payments to the Subcontractor in accordance with the requirements of the Contract Documents.

ARTICLE 5. UNKNOWN CONDITIONS

5.1 If conditions are encountered at the site which are:

(1) Subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents

(2) Unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the construction documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after the first observance of the conditions. The Contractor will promptly investigate such conditions and will negotiate with the Subcontractor an equitable adjustment in the contract sum, contract time or both.

5.2 If the Subcontractor wished to make claim for an increase in the contract sum, written notice as provided herein shall be given to the Contractor before proceeding to execute the work. Prior notice is not required for claims relating to an emergency endangering life or property. If the Subcontractor believes additional cost is involved for reasons including but not limited to:

- (1) A written interpretation from the Contractor
- (2) An order by the Contractor to stop the work where the Subcontractor was not at fault
- (3) A written order for a change in the work issued by the Contractor
- (4) Failure of payment by the Contractor
- (5) Termination of the Contract by the Contractor
- (6) Contractor's suspension

(7) Other reasonable grounds, claims shall be filed in accordance with the procedures established herein.

5.3 If the Subcontractor wishes to make claim for an increase in the contract time, written notice as provided herein shall be given. The Subcontractor's claims shall include an estimate of cost and of probable effect of delay on progress of the work. In the case of a continuing delay, only one claim is necessary.

5.4 If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions has an adverse effect on the scheduled construction.

5.5 If either party to the contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employee's or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether insured or not, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide enough detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be filed as provided in subparagraphs 5.2 and 5.3.

ARTICLE 6. CHANGES IN THE WORK

6.1 A Change Order is a written order signed by the Contractor and the Subcontractor, and issued after execution of the contract, authorizing a change in the work or adjustment in the contract sum or contract time. The contract sum and time can only be modified by a change order.

6.2 The Contractor without invalidating the contract may order changes in the work within the general scope of the original contract consisting of additions, deletions or other revisions and the contract sum and contract time shall be adjusted accordingly. Such changes in the work shall be authorized by a change order and shall be performed under applicable conditions of the contract documents.

6.3 The Subcontractor shall be compensated for changes in the work necessitated by the enactment or revisions or codes, laws or regulations subsequent to the submission of the Subcontractor's proposal.

ARTICLE 7. TIME

7.1 Time Limits stated in the contract documents are of the essence of the contract. By executing the agreement, the Subcontractor confirms that the contract time is a reasonable period for performing the work.

7.2 If the Subcontractor is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusually delays in deliveries, abnormal adverse weather conditions not reasonable anticipated, unavoidable events or any causes beyond the Subcontractors control, or by other causes which the Contractor or the Subcontractor determine may justify a delay, then the contract time shall be extended by change order for such reasonable time as the Contractor and the Subcontractor may negotiate.

7.3 The date of substantial completion of the work, or the portion thereof is the date certified by the Subcontractor when construction is sufficiently complete, in accordance with the contract documents, so

the Contractor can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the contract documents.

ARTICLE 8. CORRECTION OF WORK

8.1 The Subcontractor shall promptly correct work failing to conform to the contract documents, whether observed before or after substantial completion and whether or not fabricated, installed or completed and shall correct work found not to be in accordance with the requirements of the contract documents within a period of one year from the date of substantial completion of the contract or by terms of an applicable special warranty required by the contract documents. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Subcontractor.

ARTICLE 9. TERMINATION OF THE CONTRACT

9.1 If the Contractor fails to schedule a “Closing” with the Subcontractor on the work, for a period of 14 days after the certificate of substantial completion has been issued, through no fault of the Subcontractor, the Subcontractor may, upon 7 additional days written notice to the Contractor, terminate the contract and recover from the Contractor payment for all work executed and for proven loss with respect to equipment, materials, tools and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the project.

ARTICLE 10. ACCEPTANCE

10.1 By execution of this document, I agree to have read and fully understand all statements and implications of this document. I agree to explicitly abide by and follow the above conditions as listed in this agreement.

SUBCONTRACTOR’S COMPANY NAME (_____)

Subcontractor’s Signature and Title

Date

Contractor’s Signature and Title

Date