



COMMONWEALTH OF MASSACHUSETTS
FORM FOR SUBCONTRACT - M.G.L. c. 149, s. 44F

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between

a corporation organized and existing under the law of \_\_\_\_\_
a partnership consisting of \_\_\_\_\_
an individual doing business as \_\_\_\_\_
hereinafter called the "Contractor" and \_\_\_\_\_

a corporation organized and existing under the laws of \_\_\_\_\_
a partnership consisting of \_\_\_\_\_
an individual doing business \_\_\_\_\_
hereinafter called the "Subcontractor",

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 Sub-trade)

and the Plans referred to therein and addenda No. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and
\_\_\_\_\_ for the \_\_\_\_\_

(complete title of project and project no. taken from the title page of the Specifications)
all as prepared by \_\_\_\_\_
(Name of Designer 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 (and other items set forth in the sub-bid):

Alternate 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 herein) 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
\_\_\_\_\_ hereinafter

(Awarding Authority)

called the "Awarding Authority", except to the extent that provisions contained herein 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 and with due 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 workmen's 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 ten (10) days of the calendar month following that 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.

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

SEAL ATTEST

\_\_\_\_\_

\_\_\_\_\_  
(Name of Subcontractor)

By: \_\_\_\_\_

SEAL ATTEST

\_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_

\_\_\_\_\_  
(City and State)

**THIS FORM MAY BE REPRODUCED**