

Hamilton Brothers Electric
655 South Main
Springville, Ut 84663
(801)-489-9449

SUBCONTRACT

Date: August 16, 2018

PROJECT: SR 77 Springville 400 South
OWNER: Utah Department of Transportation
CONTRACTOR: Hamilton Brothers Electric, Inc
SUBCONTRACTOR: CentraCom

This Agreement is made on this day August 16, 2018, by and between Hamilton Brothers Electric, Inc. (Contractor) and CentraCom (Subcontractor) to perform the Work identified in Article 2 in accordance with the Project's Contract Documents.

ARTICLE 1

CONTRACT PAYMENT. The Contractor agrees to pay Subcontractor for satisfactory performance of Subcontractor's Work the Contract Price of **Two Thousand Five Hundred Dollars (\$2,500.00)**

APPENDIX

Progress payments, less retainage of 5 %, shall be made to Subcontractor for Work satisfactorily performed no later than seven (7) days after receipt by Contractor of payment from Owner for Subcontractor's Work. Final payment of the balance due shall be made to Subcontractor no later than seven (7) days after receipt by Contractor of final payment from Owner for Subcontractor's Work. These payments are subject to receipt of such lien and bond claim waivers, affidavits, warranties and guarantees required by the Contract Documents or Contractor. Notwithstanding anything herein to the contrary, Subcontractor acknowledges and assumes the risks that payment under this Agreement is expressly conditioned on the Contractor's receipt of payment from the Owner or General Contractor for the Subcontractor's Work and materials. The Contractor shall have no obligation to pay the Subcontractor unless and until, and only to the extent that, the Contractor receives the payment from the Owner or General Contractor attributable to the Subcontractor's Work and material.

ARTICLE 2

SCOPE OF WORK. Subcontractor agrees to commence Subcontractor's Work herein described upon notification by Contractor, and to perform and complete such Work in accordance with Contract Documents and under the general direction of Contractor in accord with Contractor's schedule. This shall include all work which may be reasonably inferable from the Contract Documents or otherwise as being necessary or desirable to produce the intended results to complete the:

Splicing – Total \$2,500.00

ARTICLE 3

SCHEDULE OF WORK. Time is of the essence. Subcontractor shall provide Contractor with any requested scheduling information of Subcontractor's Work. The Schedule of Work, including that of this Subcontract shall be prepared by Contractor and may be revised as the Work progresses.

Subcontractor recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation.

Subcontractor shall coordinate its work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance of work, or the Project.

ARTICLE 4

CHANGES. Contractor, without nullifying this Agreement, may direct Subcontractor in writing to make changes to Subcontractor's Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a Subcontract Change Order pursuant to the Contract Documents. Any claim for adjustment of the Contract Price or Schedule of Work under this section must be made in writing within five (5) days from the date such changes are ordered.

ARTICLE 5

FAILURE OF PERFORMANCE. Should Subcontractor fail to satisfy contractual deficiencies within three (3) working days from receipt of Contractor's written notice, then the Contractor, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to Subcontractor, who shall be liable for payment of same, including reasonable overhead, profit and attorney's fees.

ARTICLE 6

ASSIGNMENT. The Subcontractor shall not assign this Agreement or any part thereof or the proceeds thereof, nor shall the Subcontractor contract with a third party for the performance of the Work or any portion thereof required by this Agreement without the written consent of the Contractor. Subcontractor's failure to obtain the Contractor's written consent under this provision shall constitute a material breach of the Agreement entitling Contractor to all remedies under this Agreement and at law.

ARTICLE 7

INSURANCE. Prior to the start of Subcontractor's Work, Subcontractor shall procure and maintain in force for the duration of the Work, Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and all insurance required of Contractor under the Contract Documents. Contractor shall be named as additional insureds on each of these policies except for Worker's Compensation.

ARTICLE 8

INDEMNIFICATION. To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Owner, Architect, Architect's consultants, General Contractor and Contractor from all damages, losses, or expenses, including attorney's fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the Work itself. This indemnification shall extend to claims resulting from performance of this Subcontract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of Subcontractor or any of its agents, employees, or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by a party to be indemnified. The obligation of Subcontractor under this Article shall not extend to claims or losses that are primarily caused by the Architect, or Architect's consultant's performance or failure to perform professional responsibilities.

ARTICLE 9

WARRANTY. The Subcontractor warrants that all materials and equipment furnished and incorporated in the Work shall be new unless otherwise specified or allowed by the Contractor and that all Work shall be of the best quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these standards may be considered defective. Subcontractor further warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner or Contractor for a period of one (1) year from the date of Substantial Completion of the Project or per Contract Documents, whichever is longer.

ARTICLE 10

SPECIAL PROVISIONS. (Insert any special provisions required by this Subcontract).

ARTICLE 11

THE CONTRACTOR'S LICENSE LAW. The Subcontractor represents and warrants that he is properly qualified to do business and has the specific license(s) to perform the Work under this Agreement, in the jurisdiction where the Work is to be performed. Prior to Commencement of work hereunder, Subcontractor shall submit evidence of such license and qualification to the Contractor. Before commencing the Subcontractor's Work, Subcontractor shall require any sub-subcontractors who will be performing operations on behalf of Subcontractor to be qualified to do business and to maintain all required licenses to perform the Work under this Agreement in the jurisdiction where the Work is to be performed.

ARTICLE 12

SAFETY. The Subcontractor shall take all reasonable safety precautions with respect to the work to be performed hereunder, shall cooperate and comply with all safety measures initiated by the Contractor, shall comply with the latest editions of any occupational safety and health acts and all other applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, and shall be totally responsible for the safety of both men and equipment.

In witness whereof the parties have executed this Agreement under Seal, the day and year first written above.

**HAMILTON BROTHERS ELECTRIC,
INC.**

By: Centralom
Its: Branch Co
C.E.O.

By: _____
Its: _____

Subcontractor's Federal Tax ID Number:

87-0555764

Subcontractor's Utah Contractors License Number:

87-0537159