

U.S. Department of Agriculture
Rural Utilities Service

SUBCONTRACT

(Under Construction or Equipment Contracts)

AGREEMENT made this _____ day of _____, by and
Between _____ a (partnership, individual,
Corporation), (hereinafter called the "Contractor") and _____
_____ of _____
(hereinafter called the "Subcontractor").

WHEREAS, the Contractor has entered into a Construction Contract or Equipment Contract (hereinafter
called the "Contract") dated _____, _____, with

_____ ; and

WHEREAS, the Contractor and the Subcontractor desire that all of the Contractor's obligations with
regard to certain work under the Contract be performed by the Subcontractor;

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto
agree as follows:

SECTION 1. The Subcontractor agrees to perform the Contractor's obligations under the Contract which,
by this reference, is made a part hereof as though set out in its entirety with respect to:

SECTION 2. The Subcontractor agrees that all of the work to be done hereunder shall be carried out as
directed by the Engineer of the Owner in full accordance with the terms and provisions of the Contract.

SECTION 3. The Subcontractor shall maintain all insurance required under the Contract and shall hold the Contractor and the Owner harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence, default or misconduct on the part of the Subcontractor, his agents or employees during the performance of this Agreement.

SECTION 4. The Contractor agrees to pay the Subcontractor for the performance of the work

Hereunder the sum of _____

_____, \$ _____ Payable as follows:

SECTION 5. The work to be performed hereunder shall be completed to the satisfaction of the Contractor and the Owner within the time specified in the Contract. In the event additions to or alterations in the work to be performed hereunder are made necessary by changes in the Contract, the Subcontractor agrees to perform such additional or alternative work in the same manner and under the same terms and conditions as the Contractor would be required so to perform.

SECTION 6. Upon approval of this Agreement by the Owner, the surety company, if any (hereinafter called the "Surety") furnishing the Performance Bond required by the Contract, and the Administrator of the Rural Utilities Service (hereinafter called the "Administrator"), the Subcontractor shall, if required by Contractor, furnish to the Contractor a Performance Bond in form and substance satisfactory to the Contractor.

SECTION 7. This agreement shall not become effective until consented to and approved in writing by the Owner, the Surety if any, and the Administrator; provided, however, that consent to and approval hereof by the Owner and the Administrator shall in no way operate to release the Contractor from the Contractor's duties and obligations to the Owner under the Contract or operate to release the Surety if any, from its obligations under the Performance Bond required by and relating to the Contract.

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

CONTRACTOR

By _____
TITLE

CONSENTED TO AND APPROVED:

☐ SEAL ☐

DATE

CONSENTED TO AND APPROVED:

☐ SEAL ☐

DATE

SUBCONTRACTOR

By _____
TITLE

OWNER

By _____
PRESIDENT

SURETY COMPANY¹

By _____

¹ Attach power of attorney in favor of person signing for Surety.

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