

SUBCONTRACT

Complete and return a copy of pages 1 and 3 to the Administrating Engineer.

VENDOR NUMBER	PRIME CONTRACTOR
VENDOR NUMBER	SUBCONTRACTOR
VENDOR NUMBER	SUB-SUBCONTRACTOR

<p>TOTAL DOLLAR VALUE OF SUBCONTRACT</p> <p>\$ _____</p>	<p>*TOTAL DOLLAR VALUE OF SAME BID ITEMS IN CONTRACTOR'S PROPOSAL</p> <p>(This amount is used to calculate the 60% contract maximum allowable to subcontract)</p> <p>\$ _____</p> <p><small>*In case of a "Partial Item of Work" or "Lump Sum", only include that portion to be performed by the subcontractor.</small></p>
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In the event of a discrepancy in the contract between the Contractor and the Michigan Department of Transportation covering this project, and this subcontract, the contract between the Contractor and the Michigan Department of Transportation will govern and be the basis for any and all decisions.

PRIME CONTRACTOR

I hereby certify that this subcontract is complete and accurate as executed between the parties shown above and that all required attachments, including but not limited to required wage rates and addenda to the proposal are included. I have provided copies of the required attachments to the subcontractor listed above. I have reviewed the information on the form and it is a complete and accurate statement of the work to be performed under this subcontract. This subcontract is in accordance with the current requirement of Section 108.01 of the Standard Specifications for Construction that not less than 40% of the work under the prime contract be performed by my own forces.

SIGNATURE	NAME & TITLE	DATE
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SUBCONTRACTOR

I, as the subcontractor, certify that I am prequalified or certified, as required, with the Michigan Department of Transportation to perform those items of work to be performed under this subcontract. I have received from the prime contractor all copies of required attachments, including but not limited to required wage rates and addenda to the proposal.

SIGNATURE	NAME & TITLE	DATE
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SUB-SUBCONTRACTOR *(If applicable)*

SIGNATURE	NAME & TITLE	DATE
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ADMINISTRATING ENGINEER USE ONLY

DATE RECEIVED BY ENGINEER

THIS AGREEMENT*, MADE THIS _____ DAY OF _____, 20___, BY AND BETWEEN
PRIME CONTRACTOR (1st Tier Only)

ADDRESS	Street	City	State	Zip Code
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AND / OR

SUBCONTRACTOR (2nd Tier Only)

ADDRESS	Street	City	State	Zip Code
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AND

SUB-SUBCONTRACTOR

ADDRESS	Street	City	State	Zip Code
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The subcontractor, in consideration of the payment or payments hereinafter specified, agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all materials except as otherwise specified and to complete in strict accordance with the contract between the Michigan Department of Transportation and/or airport owner and the prime contractor, the work herein described.

ADDITIONAL CONTRACT DOCUMENTS INCLUDED IN THIS SUBCONTRACT:

- 1. Any Applicable Addenda
- 2. Prompt Pay Special Provision (SP 109A)
- 3. Labor Compliance Special Provision (SP 107G)
- 4. Appendix A
- 5. Appendix C
- 6. Applicable Wage Rate Schedule(s)

DESCRIPTION OF WORK - General statement of the location and type of work to be performed by the subcontractor:

PROGRESS SCHEDULE

It is further understood and agreed that the timely completion of work tasks is a crucial element of this contract, and that the work shall be so conducted and supervised by the subcontractor as to insure its completion in accordance with the following schedule. Each item of work to be completed on or before the date indicated below:

* If this subcontract is received and reviewed prior to award of the prime contract, this subcontract will be considered void if for whatever reason, the prime contract is not awarded.

Authorization and payment for unforeseen contingencies shall be as provided by that Resolution of the State Administrative Board relating to Department of Transportation Construction and Maintenance contracts in effect when bids were received for this project.

In connection with the performance of this contract, the prime contractor and the subcontractor agree to comply with the provisions of the State of Michigan "Prohibition of Discrimination in State Contracts" as set forth in Appendix A, and with the Civil Rights Act of 1964 (78 Stat. 252) as set forth in Appendix C, attached and made a part hereof.

All work will be to the complete satisfaction of the Michigan Department of Transportation. Bureau of Aeronautics projects work shall be done under the direct supervision of the owner and to the complete satisfaction of the owner and the Michigan Aeronautics Commission, for the Michigan Department of Transportation.

It is specifically understood and agreed that the subcontractor will present satisfactory evidence to the prime contractor prior to the beginning of work, that: Workmen's Compensation Insurance has been obtained and is in full force and effect covering all employees performing work hereunder, and Comprehensive General Liability insurance is in full force and effect covering bodily injury and property damage; and that both will be kept in full force and effect until the work herein contracted for has been fully completed.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of this contract.

The subcontractor agrees to irrevocably assign its rights to pursue any claims for relief or cases of action for damages sustained by the State of Michigan or the Michigan Department of Transportation, with regard to claims based on goods or services that were used to meet its obligations to the Contractor and/or the Contractor's obligation to the Michigan Department of Transportation under this contract, due to any violation of 15 USC §§ 1-15 or 1984 PA 274, MCL 445.771-.788, excluding § 4a, to the State of Michigan as a third-party beneficiary. The subcontractor agrees to irrevocably assign its rights to pursue any claims for relief or causes of action for damages sustained.

The subcontractor shall notify the Michigan Department of Transportation if it becomes aware that an antitrust violation, with regard to claims based on goods or services that were used to meet its obligation to the contractor and/or the Contractor's obligation to the Michigan Department of Transportation under this contract, may have occurred, or is threatened to occur. The subcontractor shall also notify the Michigan Department of Transportation if it becomes aware of any person's intent to commence, or commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the contractor's obligation to the Michigan Department of Transportation under this contract.

SUBCONTRACT CHECK SHEET

SUBCONTRACTORS MUST HAVE ON FILE WITH CONTRACT SERVICES:

PREQUALIFICATION AND/OR CERTIFICATION, AS REQUIRED. **EXCEPTION: PROJECT OR SPECIFIC ITEM OF WORK IS "PREQUALIFICATION WAIVED".**

SUBCONTRACT AND SUB-SUBCONTRACT FORM PREPARATION:

USE ONLY MDOT SUBCONTRACT FORM 1302.

SUBMIT COVER SHEET AND LINE ITEM SHEET OF EACH SUBCONTRACT OR SUB-SUBCONTRACT TO THE ADMINISTRATIVE ENGINEER.

COVER SHEET:

ENTER CONTRACT ID.

ENTER PRIME, SUBCONTRACTOR AND SUB-SUBCONTRACTOR VENDOR NUMBER AND PREQUALIFIED OR CERTIFIED NAME.

ENTER TOTAL DOLLAR VALUE OF SUBCONTRACT OR SUB-SUBCONTRACT.

ENTER DOLLAR VALUE OF SAME BID ITEMS IN CONTRACTOR'S PROPOSAL. **IN CASE OF A "PARTIAL ITEM OF WORK" OR "LUMP SUM" ONLY INCLUDE THAT PORTION TO BE PERFORMED BY THE SUBCONTRACTOR. (THIS AMOUNT IS USED TO CALCULATE THE 60% CONTRACT MAXIMUM ALLOWABLE TO SUBCONTRACT.)**

ITEM PAGE:

ENTER PRIME CONTRACT LINE NUMBER, ITEM CODE, ITEM OF WORK, ENTER SUBCONTRACT QUANTITY, UNIT PRICE AND TOTALS.

DESIGNATE ON THE SPECIFIC LINE ITEM IF THE SUBCONTRACTOR OR SUB-SUBCONTRACTOR IS PERFORMING ONLY PARTIAL WORK FOR THAT ITEM. DESIGNATE WHAT WORK THE "PARTIAL" REPRESENTS AND DESCRIBE THE METHOD OF PAYMENT.

SIGNATURE PAGES:

ORIGINAL SIGNATURE OF PRIME, SUBCONTRACTOR AND SUB-SUBCONTRACTOR.