

CRAFTSMAN/SUBCONTRACTOR AGREEMENT



This agreement seeks to obtain the best possible work for the owner by obtaining design and construction input from the craftsman, encouraging an old-world attitude of quality towards the work, and by giving flexibility of on-site design decisions to CES. This agreement is made on this ____ day of _____, 20____, between The Center for Environmental Structure (hereinafter CES) and the craftsman defined below (hereinafter craftsman). All subcontractors are referred to as craftsman, even when a company or organization is providing service, and even in the case of heavy engineering works, in order to emphasize the craft-like nature of the work which CES expects.

CRAFTSMAN/SUBCONTRACTOR _____

JOB DESCRIPTION _____

For details see “Job Description” at the end of this contract.

PRICE _____

PART 1

GENERAL CONDITIONS

ARTICLE 1. PURPOSE

The purpose of the works is to build a building under conditions which allow craft, care, love of the building(s), love of work, and the life of the emerging building(s), to be created to the maximum extent possible. The nature of this subcontract is designed to make this possible, while protecting the interests of owner, manager and craftsman.

ARTICLE 2. DEFINITION OF THE WORK

The craftsman will perform the work defined in the job description attached to this contract, and signed and dated by the parties. It is agreed that this work is defined and modified by the conditions of part 2, articles 7-11.

ARTICLE 3. PRICE AND PAYMENT SCHEDULE.

For performing the work specified in article 2, the craftsman will be paid a total price of \$ _____.

The first 80% of the price will be paid to the craftsman in progress payments based on percentage of work completed, as approved by CES.

15% of the price will be paid to the craftsman after completion of the craftsman’s work, and after written declaration by CES that the work is satisfactory and complete.

The final 5% of the price will be paid to the craftsman after final completion of the construction contract, and after sign-off of the punch list by the owner.

ARTICLE 4. CRAFTSMAN RESPONSIBILITIES

The craftsman is responsible for:

- 1) Insuring compliance with applicable codes.
- 2) Adhering unequivocally to the price set forth in this contract.
- 3) Following good construction practice.
- 4) Either 4a or 4b. One must be checked.
 - 4a) Providing affidavits of workmen's compensation insurance. ____
 - 4b) Making provision to be carried on CES's workman's compensation insurance. ____
- 5) providing the owner with a completed package as set forth in article 5.
- 6) All penetration of building components shall be neat, sleeved, and fire-stopped and shall not compromise structural integrity or water-tightness of the structure.
- 7) Craftsman will clean up all dirt, blemishes and trash generated by his job, and haul away, leaving the site clean of his work.
- 8) Craftsman will come back to repair or modify any items not adequately completed, at the direction of CES when final punch list is made between CES and owner.

ARTICLE 5. CRAFTSMAN'S GOAL

The ultimate purpose of this agreement is to secure the craftsman's work under conditions which make the craftsman's work a work of beauty and pride and self-respect, and in which the craftsman leaves behind work he is proud of, and can cherish in the future.

It is specifically understood that the craftsman's goal is not only to be paid for his work, but that the beauty and satisfaction of the work itself provide part of the craftsman's reward. To this end, the craftsman shall be treated as an artist who has some power and control over his work as necessary to allow the creation of a beautiful and fitting work within limits accepted by CES.

ARTICLE 6. GUARANTEE

Craftsman warrants his work for a period of _____ and will repair or replace any item found defective within the warranty period.

PART 2

RULES GOVERNING EVOLUTION OF THE WORK

ARTICLE 7. BASIC RULE

The essential agreement governing this contract, is that the price remains fixed, and that changes made by CES or by the craftsman, are always made while keeping the price fixed.

ARTICLE 8. CRAFTSMAN'S OWN TIME FOR BEAUTIFUL EXTRAS

It is explicitly present in this agreement that in performance of article 5 (part 1), the craftsman will spend some time over and beyond the call of duty, to make a few very nice details. The craftsman will choose the time, location and nature of these details, and will do them with the intent to make a good job of the project. These details should be checked with CES manager before performance.

ARTICLE 9. EXTRA LABOR AND MATERIALS ALLOWANCE UNDER CES CONTROL

As part of the performance of this contract the craftsman will provide _____ crew-days of labor and a _____ material allowance to undertake any extras directed by CES. A crew is _____. These extras are specifically over and above the performance of the base task defined in the job description, and are intended to provide small extras which will make the job better and more beautiful.

ARTICLE 10. SUBSTITUTIONS.

CES shall have the right to make substitutions within the basic job description, reducing some portion of the work, to pay for an increase in other portions. Substitutions are to be negotiated with craftsman, and not to increase total price.

ARTICLE 11. FLEXIBILITY DURING CONSTRUCTION

There is an essential base condition to this contract: In order to make the best building(s) possible, it is not always possible to define the work exactly, ahead of time. The use of working drawings as a precise determination of construction responsibility does not allow the proper life to appear in the building(s), and is specifically eschewed by this agreement. The purpose of this agreement is to give CES and the craftsman the necessary flexibility during construction, while protecting the owner in regard to price.

In order to protect the owner from unacceptable cost overruns, the parties have agreed that the work will be done for a fixed budget, and that the owner will have the work specified in this subcontract performed for a definite fixed sum.

In order to protect the craftsman from having to perform more than he can fairly do under the fixed-sum contract, the craftsman has the right to rearrange the work after negotiation with CES. When CES makes requests not covered or anticipated in the job description, and which clearly cost more, CES and craftsman will then negotiate to reduce work or material or labor in one portion of the subcontract, to make up for the new needs. The owner accepts this arrangement as the necessary consequence of a more flexible approach to building, and a fixed-price contract. It means that some items may be built to a reduced specification or not built at all.

The essential purpose of this contract, is to produce a fair and balanced solution of this base condition, in a way which is fair to all parties. It must be emphasized that all parties, CES, owner and subcontractor, have an interest in making sure that this condition is fairly met. The parties agree to this condition and accept it as essential to all performance of the work.

PART 3

SPECIAL CONDITIONS

ARTICLE 12. SCHEDULE

CES will give craftsman 15 days notice prior to start of job, and craftsman will commence work on the specified day. Work is to be completed within _____ days thereafter.

ARTICLE 13. LIEN RELEASES

Craftsman will sign a partial lien release executed with each progress payment.

ARTICLE 14. CHANGES REQUESTED BY CES WHICH REQUIRE ADDITIONAL COMPENSATION

This contract, as written, only covers those items of work defined in the signed job description, or explicitly dealt with under the items of flexibility section (article 5). Items of extra work outside the range of flexibility, which arise as a result of requests made by CES, shall be negotiated and charged separately to the owner.

ARTICLE 15. UNANTICIPATED WORK CAUSED BY UNANTICIPATED CONDITIONS OR OWNER'S REQUESTS
Extra work which arises during performance of the job, whether as a result of unforeseen job conditions or as a result of requests made by the owner, shall be negotiated and charged separately to the owner.

ARTICLE 16. COORDINATION WITH CES REPRESENTATIVE.

Craftsman is directly responsible to CES representative only, and may not act upon requests made by the owner, unless these are channeled through CES.

Signed

Craftsman/Subcontractor
date

Signed

for CES
date

JOB DESCRIPTION

The description below gives our current understanding of the particulars for the _____ job for the _____ building(s).

On top of base job, job price must also include _____ crew-days of labor under CES control, for architectural extras to be defined by CES.

TIMING

Work to be done between _____.

SUBCONTRACT PROPOSAL REQUEST

The enclosed documents show our current understanding of the _____ job for the _____ building(s).

The maximum amount allocated for this item is \$ _____. It is imperative that you make a proposal which is less than or equal to this amount. If you cannot meet this budget or better it, you may propose a reduction of scope or change of specifications.

Please submit a detailed proposal for this job. We shall award this contract to the subcontractor who defines the most attractive proposal. We strongly recommend that you discuss with us, and negotiate in detail, the nature of your proposal, before making your written submission.

COMPLETENESS OF PROPOSAL

This list may not be complete. It is the craftsman's responsibility to study the _____ job in detail, and to include in his proposal everything necessary to do a complete job.

❖ ❖ ❖