

# The Pinnacle Group LLC Subcontractor Agreement

**Property** \_\_\_\_\_

## **The Owner Agrees to:**

1. Provide necessary utilities at the job site.
2. Be available during normal business hours to answer questions.
3. Provide draw inspections on a timely basis.
4. Make draw payments as detailed in the Draw Schedule below.

## **The Contractor Agrees to:**

1. Provide all labor and materials necessary to complete the work detailed below.
2. Have sufficient manpower on the job all day every business day.
3. Perform all work in a workman like manner to comply with industry standards.
4. Leave the job clean at the end of each day.
5. Perform work specified including Standardized Items on Scope of Work (attached).
6. Use only the paint, electrical and plumbing fixtures specified by Westwinds.
7. Notify Owner when draw inspections are required.

## **Timing of the Contract**

Work will begin on the property on \_\_\_\_\_ and will be completed by the contractor on or before \_\_\_\_\_. Rain days will be given, 2 for 1; 2 days extension on the contract completion date for each day there is rain while work on the exterior of house is actively in progress.

## **Default Date**

The default date of this contract will be \_\_\_\_\_. If the work is not completed by the default date (5 business days after the stated end of the contract), this contract will become null and void and no further payment will be due the contractor. If a mechanics lien is placed on the property by the contractor or subcontractors after the default date, or before the default date if the work is not completed, the contractor agrees to pay Owner \$2,500 in damages, plus any and all expenses and attorney's fees necessary to recover the damage and all other damages entitled to Westwinds by law.

If the work is completed in a satisfactory manner to the owner by the default date, contractor retains all rights and remedies allowed by law if payment is not tendered as agreed.

# Property \_\_\_\_\_

## Late Penalties and draw inspection chargebacks

The contractor will be backcharged \$50 per day for every day project runs beyond the completion date stated in this contract.

If the work represented by the contractor to be complete is incomplete when Owner arrives to inspect for draw, Owner will backcharge the contractor \$50 for each additional trip necessary to complete the draw request as submitted by the contractor.

## Draw Schedule

Draws will be based upon full completion of the work specified by trade as listed below. The contractor may call for 3 intermediate draws and one final draw for a total of 4 draws during the project. Owner and the contractor will agree upon draw amounts before the work is to begin.

Draw requests must be received by 5:00 p.m. Monday to be inspected Tuesday or Wednesday and checks paid on Friday of the same week. Draw requests presented after 5:00 p.m. Monday will be processed the following week. No exceptions.

Draw	Purpose	\$ Amount	Date Scheduled
1	Materials	_____	_____
2	Exterior repairs Exterior paint Interior repairs Sheetrock	_____	_____
3	Interior paint Electrical Plumbing	_____	_____
Final	Completion	_____	_____

Final (Completion) draw request will not be honored until all of the work has been completed in a satisfactory manner and inspected for completion and compliance by Owner.

A ten percent (10%) retainage may be held from each draw until completion of punch list items and final acceptance by Owner.

Property \_\_\_\_\_

**The Work** **Amount**

**1. Materials Draw** \$ \_\_\_\_\_

**2. Exterior Repairs**

Fencing

Decking

Exterior Door Replacement

Windows:

    Repair or replace all screens as needed

    Make all window locks operable or replace them

    Install slider pin on patio doors

Exterior Painting:

    Paint breaker box, A/C disconnect box in exterior color \$ \_\_\_\_\_

**3. Interior Repairs**

Interior Paint:

    Monarch Winter White flat walls and ceilings

    Monarch Alkyd White White High Gloss on all trim

    Paint the inside of the fireplace flat black

Sheetrock repair, finishing, and texturing

Interior Door Replacement

Cabinet Repair/Replacement:

Ceramic Tile

\$ \_\_\_\_\_

**3. Install fixtures, miscellaneous items**

Finish Electrical Work:

    Repair or replace the doorbell as needed

    Replace all switches, outlets and cover plates

    Install GFCI's within 6' of sinks in kitchens and bathrooms

    Install GFCI's to protect garage and exterior outlets

    All new polished brass light fixtures

    Frosted swirls in kitchen and kitchen eating areas

    Chandelier in formal dining room

    White/polished brass ceiling fans with schoolhouse light in all bedrooms

    Polished brass front lanterns

    Vanity fixtures with white frosted baseball bulbs in bathrooms

Small polished brass globes in hallways  
Polished brass jelly jar fixtures at exterior doors other than front entry  
Replace all non-working lightbulbs

**Property** \_\_\_\_\_

**Finish Plumbing Work :**

Replace toilet seats with white painted wood seats  
Add new shower rods and curtains to bathtubs and showers  
Change kitchen sink to double bowl, stainless with new metal faucet  
New vanity, sink and faucet in bathroom if only one cabinet  
Replace dripping or non-functional faucets and shower diverters

**Finish Carpentry Work:**

Replace cabinet knobs and pulls with polished brass  
Interior passage and locksets replaced with Kwikset Levers  
Wallpaper borders in the kitchen and bathrooms  
Cut down or replace mirrors with noticeable deterioration  
Install chrome toilet paper holders and towel bars in the bathrooms  
New Kwikset polished brass entry locks, deadbolts installed  
Peepholes installed

\$ \_\_\_\_\_

**Total Project Cost** \$ \_\_\_\_\_

**Scheduled Completion Date** \_\_\_\_\_

Agreed and Accepted this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Social Security Number/EIN**

\_\_\_\_\_  
**Address**

**Phones:** \_\_\_\_\_  
\_\_\_\_\_

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City, State, Zip code

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The Pinnacle Group LLC.

Attach “Standardized Scope of Work” to be a Part of This Agreement.