

## Terms and Conditions

### Description



Revised February 14, 2018

#### SUBCONTRACT TERMS AND CONDITIONS

These Subcontract Terms and Conditions (the "Terms") form part of a legally binding Subcontract Agreement between the NRC entity listed in the Subcontract Agreement ("NRC"), and the individual or legal entity identified as the "Subcontractor" in the Subcontract Agreement. These Terms, and the Subcontract Agreement generally, govern Subcontractor's provision of services to or on behalf of NRC. Any term not defined in these Terms shall have the meaning set forth in the Main Terms of or Exhibits to the Subcontract Agreement.

- 1) **Scope of Work.** Subcontractor agrees to complete the work, and provide the deliverables, described or reasonably implied in the Scope of Work, including, at its own cost and expense, providing all labor and services and furnishing all supervision, materials, supplies, facilities, and equipment necessary to accomplish the work (collectively, the "Work") within the time specified and in strict accordance with the terms, conditions and provisions of the Contract Documents (as defined in Section 2). The Scope of Work is set forth in Exhibit A to the Agreement. In the event of a conflict between Exhibit A, Exhibit B, Exhibit C, the Main Terms of the Agreement, and these Terms, the following order of precedence shall apply: (a) the Main Terms of the Agreement; (b) these Terms; (c) Exhibit B; (d) Exhibit A; and, if present, (e) Exhibit C.
- 2) **Prime Contract.** Subcontractor acknowledges that Subcontractor has received a copy of the Prime Contract and associated documents, including, as applicable, the form of contract, bonds, drawings, plans, specifications, general conditions, special conditions, amendments, supplements, addenda, Owner's health and safety manual or regulations (if any) and any safety data sheets that NRC has obtained from Owner, progress schedules, and all other contract documents as defined in the Prime Contract (together the "Contract Documents"). Subcontractor shall act in accordance with the Contract Documents as and to the extent they apply to the Work. Subcontractor shall take no action, or make any omission, that causes NRC, whether directly or indirectly, to be wholly or partly in breach of the Prime Contract, or otherwise fail in whole or in part to comply with the Contract Documents. NRC shall have all rights, remedies, and redress against Subcontractor that Owner, under the Prime Contract, has against NRC to extent those rights, remedies, or redress are applicable to Subcontractor or the Work.
- 3) **Subcontractor Performance & Investigation.** Subcontractor agrees to perform the Work in strict accordance with the Contract Documents based upon Subcontractor's own investigation and research and not upon any estimate, opinions, representations or other information received from NRC, Owner or any other person. Based on Subcontractor's independent investigation of all aspects of the Work and Work site, Subcontractor agrees and acknowledges that the payment for the Work is just and reasonable compensation for all Work to be performed by Subcontractor pursuant to this Agreement.
- 4) **Independent Contractor.** Subcontractor, its employees, agents and sub-subcontractors shall act as and be deemed to be independent contractors and shall not be deemed to be agents, assigns, employees, joint venturers, partners or principals of NRC, its employees, agents, representatives, partners, officers, directors and shareholders, and the employees, means, methods, materials, equipment and facilities used by Subcontractor, its sub-subcontractors and suppliers to perform the Work hereunder shall at all times be under Subcontractor's exclusive supervision, direction and control.
- 5) **WBE/MBE/DBE/VBE Status.** If Subcontractor has been awarded the Work because it holds status as a minority, women-owned, veteran-owned or disadvantaged business enterprise as defined under Applicable Law, and such status is revoked, terminated or otherwise not maintained throughout the duration of the Work, then NRC shall have the absolute right to terminate this Agreement at its sole option in accordance with the termination for cause provision in Section 28.
- 6) **Compensation.** NRC agrees to pay and Subcontractor agrees to accept, as full compensation, including taxes if applicable, for all work done and materials furnished and for all costs and expenses incurred and loss or damages sustained by reasons of the action of the elements or growing out of the nature of work, or for any unforeseen conditions, obstructions or difficulty encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the Work as herein specified, and for faithfully completing the Work and for maintaining the Work in good condition until the final payment is made, the total consideration indicated in Exhibit A (the "Subcontract Amount").
- 7) **Payment Terms.** Subcontractor invoices shall be rendered upon completion of the Work or, where progress payments are included in the Subcontract Amount, by the 15<sup>th</sup> day of each month for Work completed for the previous month. Invoices for progress payments shall not be submitted more frequently than once a month. NRC shall make payment to Subcontractor for each of Subcontractor's invoices within thirty (30) days after receipt of payment for

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**Date Created**  
03/05/2018

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