



R.C. Construction Services
 2223 N. LOCUST AVE.
 RIALTO, CA 92377
 909-829-3688 Phone
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SUBCONTRACT

SUBCONTRACT #: 4112
CONTRACT DATE: 12/31/2011
RETENTION RATE: 5.00

License # 716719

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| SUBCONTRACTOR: Vendor # 4000 SAMPLE SUB 1313 MOCKINGBIRD LANE MOCKINGBIRD HEIGHTS CA 90210 | Job #: 2910010 Project Name & Address: HIGHGROVE LIBRARY 530 CENTER STREET RIVERSIDE CA 92507 |
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| Cost Codes | Description of Work | Value | ATTACHMENTS & EXHIBITS ENCLOSED <small>(if checked)</small> |
|------------|---------------------|-----------|---|
| 10500.000 | SAMPLE SUBCONTRACT | 25,000.00 | Exhibit A - Contract Documents <input checked="" type="checkbox"/> Exhibit B - Scope of Work <input checked="" type="checkbox"/> Exhibit C - Instructions <input checked="" type="checkbox"/> Instructions for Cert. Payroll <input checked="" type="checkbox"/> Project Schedule <input checked="" type="checkbox"/> |

THIS AGREEMENT is made and entered into in San Bernardino County, California on this 31st day of December, 2011 by **ROBERT CLAPPER CONSTRUCTION SERVICES, INC.** hereinafter called CONTRACTOR, and **SAMPLE SUB** hereinafter called SUBCONTRACTOR.

WITNESSETH, that the Subcontractor and Contractor agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

The Subcontractor shall provide all labor, services, materials, equipment, tools, staging, insurance, taxes, permits, facilities and incidentals of every kind required for the prompt and efficient execution of the work described in the contract documents (hereinafter called The Work) for and at the project known as: **HIGHGROVE LIBRARY** and located at: **530 CENTER STREET RIVERSIDE CA 92507**

Said Work shall be performed in strict accordance with the entire set of Plans, Specifications, Drawings, General Conditions, Special Conditions, Addenda, and Revisions as prepared by: **MILLER ARCHITECTURE** hereinafter called ARCHITECT; the Prime Contract entered into between Contractor and **RIVERSIDE COUNTY** hereinafter called OWNER; all other contract documents including but not limited to the Exhibits, Attachments and Forms included herein; and all State, County and City regulations and ordinances; and laws governing practices of Contractors in the State of California.

ARTICLE 2. PRICE

The sum to be paid by the Contractor to the Subcontractor for the satisfaction, performance and completion of the Work, and of all the duties, obligations, and responsibilities of the Subcontractor under this Agreement shall be

25,000.00

The price includes all Federal, State, County, Municipal and other taxes imposed by law and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for or in connection with the Work including but not limited to sales, use and personal property taxes payable by or levied or assessed against the Owner, the Contractor or the Subcontractor. Where the law requires any such taxes to be stated and charged separately, the total of all items included in the Work plus the amount of such taxes shall not exceed the Price.

Robert Clapper Construction Services, Inc. Initial_____

Sub Initial_____

ARTICLE 3 - CONTRACT DOCUMENTS.

The contract documents are described as including the Plans, Specifications, and Drawings as noted in **Exhibit A**; the Prime Contract between the Contractor and Owner and all its General Conditions, Special Conditions, Addenda, Amendments and any other noted Contract Documents; this Subcontract Agreement and all its Exhibits, Attachments, Amendments, General Conditions, Special Conditions, Project Schedule, and Forms. The Plans, Specifications, and Drawings as noted in **Exhibit A**, the Prime Contract and its General Conditions, Special Conditions, Addenda, and Amendments are available for examination by the Subcontractor at all reasonable times at the office of the Contractor.

Subcontractor warrants that (i) Subcontractor is fully qualified to perform this Agreement; (ii) Subcontractor is experienced in the type of Work required by this Agreement; (iii) prior to the execution of this Agreement, Contractor has supplied Subcontractor with full and complete access to the Contract Documents and the Project site; (iv) Subcontractor has thoroughly reviewed this Agreement and the Contract Documents; and (v) Subcontractor has visited and inspected the Project site and has independently investigated the local conditions and is fully aware of all the obligations, risks, responsibilities, difficulties, and limitations which this Agreement, the Contract Documents, the locality, and the Project site impose. Any failure by Subcontractor to investigate independently and become fully informed will not relieve Subcontractor from Subcontractor’s responsibilities hereunder. Contractor does not warrant the accuracy or reliability of any soils report, boring logs, or report of site or Project conditions

With respect to the Work to be performed and furnished by the Subcontractor hereunder, the Subcontractor agrees to be bound to the Contractor by each and all of the terms and provisions of the General Contract, and the other Contract Documents, and to assume toward the Contractor all of the duties, obligations and responsibilities that the Contractor by those Contract Documents assumes toward the Owner, and the Subcontractor agrees further that the Contractor shall have the same rights and remedies as against the Subcontractor as the Owner under the terms and provisions of the General Contract and the other Contract Documents has against the Contractor with the same force and effect as through every such duty, obligation, responsibility, right or remedy were set forth herein and in full. The terms and provisions of this Agreement with respect to the Work to be performed and furnished by the Subcontractor hereunder are intended to be and shall be in addition to and not in substitution for any of the terms and provisions of the Prime Contract and the other Contract Documents.

Should inconsistencies or omissions appear in the Subcontract Documents, it shall be the duty of the Subcontractor to so notify the Contractor in writing within three (3) working days of the Subcontractor’s discovery thereof. Upon receipt of said notice, the Contractor shall instruct the Subcontractor as to the measures to be taken and the Subcontractor shall comply with the Contractor’s instructions. If the Subcontractor performs work knowing it to be contrary to any applicable laws, statutes, ordinances, building codes, rules or regulations without notice to the Contractor and advance approval by appropriate authorities, including Contractor, then the Subcontractor shall assume full responsibility for such work and shall bear all associated costs, charges, fees and expenses necessarily incurred to remedy the violation.

ARTICLE 4 - ACCEPTANCE.

This Agreement may only be accepted by the Subcontractor with the exact terms set forth herein. Acceptance can only be made by Subcontractor by signing and returning this agreement prior to performing any work. No additional modifications shall be binding on the Contractor, unless accepted by it in writing. Subcontractor agrees that any work performed on the Project prior to the date of full execution of this Agreement is subject to all the terms and conditions set forth in the Contract Documents, and that all representations and warranties made herein by Subcontractor are retroactive to the first date Subcontractor performed work on the Project.

ARTICLE 5 - TIME OF COMPLETION.

Time is of the essence of this Agreement. Subcontractor shall complete the several portions and the whole of the Work at or before the time or times set out in the Project Schedules incorporated by this reference.

Subcontractor agrees that the Contractor’s progress schedule may be modified from time to time as deemed necessary by the Contractor. Subcontractor shall be obligated to conform to Contractor’s modifications, which are incorporated herein by this reference and made a part hereof. Subcontractor agrees that additional compensation will be allowed or paid due to modifications to the original progress schedule only if Subcontractor can show that the changes have impacted his labor cost to complete the job and only if the Contractor is compensated for the Subcontractor’s additional labor costs and all change order requirements for the additional labor costs have been followed per the contract documents.

Should the progress of the Work or of the Project be delayed by any fault, neglect, act, or failure to act of the Subcontractor or any of its officers, agents, employees, or its subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to the Contractor or to the Owner or any damages or additional costs or expenses for which the Contractor or the Owner may or shall become liable, the Subcontractor shall and does hereby agree to compensate the Contractor and the Owner for and indemnify them against all such costs, expenses, damages and liabilities.

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The Contractor, if it deems necessary, may direct the Subcontractor to work overtime and if so directed, the Subcontractor shall work said overtime and, provided that the subcontractor is not in default under any of the terms or provisions of this Agreement or of any of the other Contract Documents, the Contractor will pay the Subcontractor for such actual additional wages paid, if any, at rates which have been approved by the Contractor, plus taxes imposed by law on such additional wages, plus workmen's compensation insurance, liability insurance and levies on such additional wages if required to be paid by the Subcontractor.

If, however, the progress of the Work or of the Project be delayed by any fault, neglect, act, or failure to act of the Subcontractor, or any of its officers, agents, or employees, then the Subcontractor shall, in addition to all of the other obligations imposed by this Agreement upon the Subcontractor in such case, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Work and of the Project.

ARTICLE 6 - PAYMENTS.

No progress or final payments shall be due until Subcontractor furnishes Contractor with all documentation requirements as set forth in the contract documents. The billing schedule and retention requirements shall be set forth in Exhibit C of this agreement.

On or before the 25th of each month, the Subcontractor shall submit to the Contractor, in the form required by the Contractor as set forth in Attachment C, a written requisition for payment showing the proportionate value of the work to be installed through the last day of the month, from which shall be deducted the gross total of the previous month's billing, any deductive change orders received during that month, and the retention as set forth on page one of this Subcontract. Under no circumstances will Subcontractor be entitled to progress payment or retention payment until and after Contractor's actual receipt of payment from the Owner, including but not limited to any change order payments.

The Subcontractor shall submit within (a) five (5) days of execution of this Agreement or (b) within ten (10) days of the Letter of Intent, whichever comes first, a detailed schedule of values showing the breakdown of the Price into its various parts for use only as a basis of checking the Subcontractor's monthly requisitions by Contractor, Owner and Architect. The Contractor reserves the right to advance the date of any payment (including the final payment) under this Agreement if, in its sole discretion, it becomes desirable to do so.

The Subcontractor agrees that, if and when requested to do so by the Contractor, Subcontractor shall, within three (3) business days of Contractor's request, furnish such information, evidence and substantiation as the Contractor may require with respect to the nature and extent of all obligations incurred by the Subcontractor for or in connection with the Work, all payments made by the Subcontractor thereon, and the amounts remaining unpaid and the reasons therefore. All funds due and owing Subcontractor are for the benefit of Subcontractor's employee's, subcontractors, material suppliers, and vendors, and shall be held in trust by Contractor and/or Subcontractor until Subcontractor provides satisfactory documentation, as required herein, demonstrating that Subcontractor has satisfied all such obligations. Such earnings shall not be due or payable to anyone claiming in Subcontractor's place and stead, including but not limited to a Trustee in bankruptcy, receiver or assignee or Subcontractor, until and unless the Contract work is fully and satisfactorily completed and any amounts owed hereunder have first been paid to laborers and materialmen who provided improvement to the property. In the event Subcontractor defaults on its obligations for any reason, then Contractor reserves the right to set-off against any available funds on any other subcontract between Subcontractor and Contractor.

The final payment shall become due forty (40) days after the notice of completion has been filed by the Owner and acceptance of the Work by the Contractor, provided first, however, that (1) the Contractor shall have received final payment from the Owner, (2) the Subcontractor shall have furnished evidence satisfactory to the Contractor that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work, (3) the Subcontractor shall have executed and delivered to Contractor a Conditional Waiver and Release Upon Final Payment as stipulated by the laws and statutes in the state of California and (4) the Subcontractor has supplied an acceptable complete set of close out documents, as-built drawings, warranties, operation & maintenance manuals, training classes and test reports to Contractor. Should there prove to be any such claim, obligation or lien after final payment is made, the Subcontractor shall refund to the Contractor all moneys that the Contractor and/or Owner shall pay in satisfying, discharging or defending against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

It is agreed that acceptance of final payment hereunder shall release Contractor from any suits, claims, liability or damages arising out of this Agreement and shall constitute a waiver of any and all of Subcontractor's rights notwithstanding Section 1542 of the Civil Code of California, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

If any claim or lien is made or filed with or against the Contractor, the Owner, the Project or the Premises by any person claiming that the Subcontractor, or any subcontractor or any other person under it, has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Contractor or Owner might become liable and which is chargeable to the Subcontractor, or if the Subcontractor, or any subcontractor or other person under it, causes damage to the Work or to any other work on the Project, or if the Subcontractor fails to perform or is otherwise in default under any of the terms or provisions of this Agreement, the Contractor shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such nonpayment, damage, failure or default, and (3) compensate the Contractor and indemnify it against any and all losses, liability, damages, costs and expenses, including legal costs and attorney fees which may be sustained or incurred in connection therewith. The Contractor shall have the right to apply and charge against the Subcontractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, the Subcontractor shall be liable for the difference and pay the same to the Contractor.

No payment (final or otherwise) made under or in connection with this Agreement, shall be conclusive evidence of the performance of the Work or of this Agreement, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Subcontractor from any of its obligations under this Agreement; nor shall entrance and use by the Owner constitute acceptance of the Work or any part thereof.

Contractor reserves the right to make payment by joint check or by direct check to Subcontractor's material suppliers, subcontractors, or any person who has right of action against Contractor or Contractor's surety under any law. Subcontractor agrees that Contractor reserves the right of determination as to the amount and manner of payment.

The Subcontractor in making or ordering shipments shall not consign or have consigned materials, equipment or any other items in the name of Contractor. The Contractor is under no obligation to make payment for charges on shipments made by or to the Subcontractor, but may, at its option, pay such charges, in which case the Subcontractor shall reimburse the Contractor for the amount of such payments plus overhead and profit of twenty-five percent (25%) of the amount so paid.

Subcontractor understands that all payments to Subcontractor will be made only from payments made by Owner from time to time to Contractor in respect of work performed by Subcontractor. Contractor shall make payments to Subcontractor within ten (10) days after receipt by Contractor of payment from Owner for the work of Subcontractor for which payment has been made as long as Subcontractor has met all contract obligations regarding payment.

In the event Contractor is not paid by Owner, any sum claimed due under the Subcontract as a result of nonpayment by the Owner and such nonpayment is thereafter "finally adjudged" (as hereafter defined) to have been caused by a breach by Contractor of the Prime Contract, then Contractor shall pay to Subcontractor such sum as is due under this Subcontract. The term "finally adjudged" as used in this paragraph shall mean the date final judgment is entered in any action by Contractor against Owner for recovery of sums due under the Prime Contract.

If Contractor does not pay Subcontractor sums claimed due under the Subcontract as a result of nonpayment by the Owner and such nonpayment is caused by the Owner's insolvency, bankruptcy, or lack of sufficient assets, or for reasons other than breach by Contractor of the Prime Contract as provided in the preceding paragraph, then Subcontractor's right to payment shall be conditioned upon the passage of such time as may be reasonable and necessary for Contractor to fully exercise and exhaust to final judgment its legal extra judicial and appellate rights and remedies for collection of sums unpaid by Owner, together with the passage of such additional time as reasonably necessary for execution by Contractor of any final judgment entered in its favor. Subcontractor acknowledges that this paragraph establishes a reasonable collection effort on Contractor's part and that such time is reasonable for receipt of payment.

Nothing contained herein shall be interpreted as releasing or waiving any statutory mechanic's lien, bond or stop notice right reserved to Subcontractor under the law; provided however, that Subcontractor agrees in the event Subcontractor asserts a claim against any statutory or common law payment or performance bond issued in connection with the Project, the surety to such bond and the Contractor (if Contractor is a principal on the bond) shall have the right to assert as a defense to such claim, the nonoccurrence of any conditions to payments set forth in this Subcontract, including without limitation the failure or delay of payment to Contractor. If any portion of this section is determined to be void, voidable or illegal, such portion shall be deemed severed from the other portions of the section that are not void, voidable or illegal and such other portions shall be enforceable in accordance with their terms.

ARTICLE 7 - EXTENSION OF TIME.

Should the Subcontractor be delayed in the commencement, prosecution, or completion of the Work by the act, omission, neglect or default of the Contractor, or of any other contractor or subcontractor on the Project, or by any damage caused by fire or other casualty, or

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by extraordinary conditions arising out of war or government regulations, or by any other cause beyond the Subcontractor's control and not due to any fault, neglect, act or omission on its part, then the Subcontractor shall be entitled to an extension of time only, such extension to be for a period equivalent to the time lost by reason of any and all of the aforesaid causes, as determined by the Contractor. The Subcontractor shall not be entitled to any such extension of time, however, unless a claim is presented in writing to the Contractor within forty-eight (48) hours of the commencement of such claimed delay.

No claims for additional compensation or damages for delays, whether in the furnishing of material by the Contractor, or delays by other Subcontractors or Owner, will be allowed by the Contractor, and said extension of time for the completion shall be the sole remedy of the Subcontractor; provided, however, that in the event, and in such event only, that Contractor obtains additional compensation from the Owner or Subcontractor who may have been at fault on account of such delays, Subcontractor shall be entitled to such portion of the additional compensation so received by Contractor from Owner as is equitable under all of the circumstances. Nothing herein contained shall require Contractor to make any claims against Owner for such delays, and it is specifically agreed that the failure of Contractor to prosecute any such claim against Owner shall not entitle Subcontractor to any claim for damages against Contractor.

ARTICLE 8 - DIMENSIONS.

Notwithstanding the dimensions given on the Plans, Specifications and other Contract Documents, it shall be the obligation and responsibility of the Subcontractor to take such measurements as will insure the proper matching and fitting of the Work covered by this Agreement with contiguous work.

Shop Drawings. Subcontractor shall prepare, submit to Contractor, and obtain approval as required by the Contract Documents for all shop drawings, details, samples, and do all other things necessary and incidental to the prosecution of its Work in conformance with the original progress schedule, as may be modified by Contractor. Approval of such shop drawings by the Contractor and/or Owner's representative shall not relieve the Subcontractor of its obligation to perform the Work in strict accordance with the Plans, Specifications, the Additional Provisions hereof and the other Contract Documents, nor of its responsibility for proper local code compliance with governing agencies, or proper matching and fitting of the Work with contiguous work.

Contiguous Work. Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Agreement, the Subcontractor shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, report promptly any such improper conditions and defects to the Contractor in writing and allow the Contractor a reasonable time to have such improper conditions and defects remedied. Subcontractor shall coordinate the Work covered by this Agreement with that of all other contractors, subcontractors and of the Contractor in a manner that will facilitate the efficient completion of the entire Work. Contractor shall have complete Control of the premises on which the Work is to be performed and shall have the right to decide the time or order in which the various portions of the Work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the Work of Subcontractor's on the Premises.

ARTICLE 9 - INTERPRETATION OF PLANS AND SPECIFICATIONS:

The Work hereunder is to be performed and furnished under the direction and to the satisfaction of the Contractor. The decision of the Contractor and the Owners Representative as to the true construction, meaning and intent of the Plans and Specifications shall be final and binding upon the Subcontractor. The Contractor will furnish to the Subcontractor such additional information and Plans as may be prepared to further describe the Work to be performed and furnished by the Subcontractor and the Subcontractor shall conform to and abide by the same. The Subcontractor shall not make changes, additions and/or omissions in the Work except upon written order by the Contractor as provided in Article X hereof.

ARTICLE 10 - CHANGES.

Changes will be binding on the Contractor only if such changes are issued on an R.C. Construction Change Order and signed by the Contractor. If Subcontractor fails to return a signed copy of a change order issued by Contractor within 10 days, said change order will be considered agreed upon by both parties, however, if change order increases the price of Subcontract, it will not become billable nor due until after a fully signed copy is returned to Contractor. Markup will comply with the Prime Contract requirements. In the event the Prime Contract does not stipulate the allowable markup, it will not exceed 15%.

Should Contractor request a price for a change in The Work or should Subcontractor claim that work it performed at the direction of Contractor is a material change to the Work of the Prime Contract, Subcontractor is to provide an estimate within 5 working days. If Subcontractor fails to respond to a request for price, or provide a cost for work it performed under protest within 5 working days, by either providing a price or asking for written clarification, the work will be considered a zero dollar impact change order.

In the event of a dispute between the Contractor or Owner and Subcontractor regarding the price and/or value of a change, or a dispute between Contractor and Subcontractor as to whether such work constitutes a change, Subcontractor shall none the less be required to

proceed with such work if directed to do so, and under no circumstances shall stop the performance of its contractual obligations. Failure to proceed with change or other work at the written direction of Contractor shall constitute a material breach of the Subcontract.

Contractor may, at any time, unilaterally or by agreement with Subcontractor, without notice to the Subcontractor’s sureties, make changes in the Work covered by this Subcontract. Any unilateral order or agreement under this Article must be in writing. Subcontractor will perform the Work as changed without delay. Changes will be binding on Contractor only if in writing and signed by Contractor. If any change otherwise affects the amount due or the time performance hereunder, an equitable adjustment shall be made. In the event a dispute arises regarding the scope or price of a change, Subcontractor shall nonetheless proceed with the work as directed by the Contractor. Subcontractor’s refusal to perform work as directed by Contractor in writing shall be considered to be a material breach of this Agreement.

Upon reasonable notice to the Subcontractor, Contractor may by written change order terminate this Agreement as to any Work not then performed without any liability to the Contractor, except that there shall be an equitable adjustment between the parties as to any work or materials then in progress. No such termination shall relieve either party of any of their obligations to any work performed hereunder.

Any claim for adjustment to this Agreement must be asserted in writing within five (5) days from the date the change or termination is ordered or price for additional work is requested.

ARTICLE 11 - INSPECTION AND DEFECTIVE WORK.

The Subcontractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the Contractor, the Owner and their authorized representatives in the field, at shops, or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The Subcontractor shall, within twenty four (24) hours after receiving written notice from the Contractor to that effect, proceed to take down all portions of the Work and remove from the Premises all materials whether worked or UN-worked, which the Contractor in its sole discretion shall conclude is unsound, defective or improper or as in any way failing to conform to this Agreement or the Plans, Specifications or other Contract Documents, and the Subcontractor, at its own cost and expense, shall replace the same with proper and satisfactory work and materials and make good all work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming work or materials or by the taking down, removal or replacement thereof.

ARTICLE 12 - FAILURE TO PERFORM.

Should the Subcontractor at any time refuse or neglect to supply a sufficiency of skilled workman or materials of the proper quality and quantity, or fail in any respect to prosecute the Work with promptness and diligence, or cause by any act or omission the stoppage or delay of or interference with or damage to the Work of the Contractor or any other contractors or subcontractors on the Project, or fail in the performance of any of the terms and provisions of this Agreement or of the other Contract Documents, or should there be filed by or against the Subcontractor a petition in bankruptcy or for an arrangement or reorganization, or should the Subcontractor become insolvent or be adjudicated a bankrupt company or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder on the Subcontractor’s part, the Contractor shall, in its reasonable and sole discretion, have the right, in addition to any other rights and remedies provided by this Agreement and the other Construction Documents or by law, after forty-eight (48) hours written notice to the Subcontractor mailed or delivered to the last known address of the latter, (1) to perform and furnish through itself or through others any such labor or materials for the Work and to deduct the cost thereof from any moneys due or to become due to the Subcontractor under this Agreement, and/or (2) to terminate the employment of the Subcontractor for all or any portion of the Work, enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances, and other items thereon, all of which the Subcontractor hereby transfers, assigns and sets over to the Contractor for such purpose, and to employ any person or persons to complete the Work and provide all the labor, services, materials, equipment and other items required therefore.

Surety will commence work within ten (10) calendar days of Declaration of Default or, if Subcontractor is performing features of work critical to the Project and/or the Project Schedule, earlier if directed by Contractor. Failure of Surety to commence work results in an irrevocable waiver of Surety's rights to object to costs incurred by Contractor in completing Subcontractor's Work, as well as the right of Surety to object to Contractor's means and methods of completing Subcontractor's Work. Notwithstanding any provision in the Surety's performance and payment bonds, Contractor's Declaration of Default is valid whether given verbally and/or writing, provided that Contractor confirms in writing within seven (7) business days a verbal Declaration of Default. Contractor retains the rights to: (1) approve completion Subcontractor; (2) offset contract balance for debts of principal on all jobs with Contractor, not just this bonded project; (3) recover liquidated damages and consequential damages. Surety will be required to keep job lien and stop notice free. Attorney fees / costs will be allowed “in excess of” penal sum of bond. Court of venue will be no further than 30 miles from Contractor’s primary office.

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In the case of partial or complete termination of Subcontractor, the Subcontractor shall not be entitled to receive any further payment under this Agreement until the Work shall be wholly completed to the satisfaction of the Contractor and shall have been accepted at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the cost and expense incurred by the Contractor in completing the Work, including an additional 20% to cover overhead expenses incurred by Contractor as a result of Subcontractor's termination, such excess shall be paid by the Contractor to the Subcontractor; but such cost and expense shall include not only the cost of completing the Work to the satisfaction of the Contractor and of performing and furnishing all labor, services, materials, equipment and other items required therefore, but also all losses, damages, cost and expenses, including legal costs and attorney fees sustained, incurred or suffered by reason of or resulting from the Subcontractor's default.

In the event any termination of Subcontractor for default under this agreement is later determined to have been improper, the termination shall be automatically converted to a termination for convenience and Subcontractor shall be limited in its recovery strictly to the compensation provided for in Article 20.

ARTICLE 13 - LOSS OR DAMAGE TO WORK.

The Contractor shall not be responsible for any loss or damage to the Work to be performed and furnished under this Agreement, however caused, until after final acceptance thereof by the Contractor, nor shall the Contractor be responsible for loss or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the Subcontractor or anyone employed by it in the performance of the Work, however caused. In the event of a loss insured under this Article, the Subcontractor shall be bound by any adjustment that shall be made between the Contractor or the Owner and the insurance company or companies. Loss, if any, shall be made payable to the Contractor and/or Owner, as their interests may appear, for the account of whom it may concern.

ARTICLE 14 - CLEAN UP.

The Subcontractor shall, at its own cost and expense, (1) keep the Premises free at all times from waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting there from, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean", and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties, and surplus materials. Should the Subcontractor fail to perform any of the foregoing to the Contractor's satisfaction, the Contractor shall have the right to perform and complete such work itself or through others and charge the cost thereof to the Subcontractor after sending a twenty-four (24) hour written notification stating failure of Subcontractor to perform the foregoing. Contractor has the right to charge Subcontractors the reasonable allocation of the cost of cleanup not identifiable to any source.

ARTICLE 15 - COMPLIANCE WITH LAW AND PERMITS.

The Subcontractor shall obtain and pay for all necessary permits and licenses pertaining to the Work and shall comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, standards, orders, notices and requirements, including among others, those relating to State Contractor License Requirements, safety, discrimination in employment, fair employment practices or equal employment opportunity, and with the requirements of the California Department of Insurance, whether or not provided for by the Plans, Specifications, General Conditions, or other Contract Documents, without additional charge or expense to the Contractor, and shall also be responsible for and correct, at its own expense, any violations thereof resulting from or in connection with the performance of its Work. The Subcontractor agrees to hold harmless and indemnify the Contractor from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal costs and attorney fees, caused or occasioned directly or indirectly by the Subcontractors' failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations.

ARTICLE 16 - TAXES AND CONTRIBUTIONS.

The Subcontractor for the Price herein provided for, hereby accepts and assumes exclusive liability for and shall indemnify, protect and hold harmless the Contractor and the Owner from and against the payment of:

1. All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.
2. All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal vendors or to any other person or persons acting for, through, or under any of them, by reason of the performance of the Work or the

acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor services or other items for or in connection with the Work.

3. All pension, welfare, vacation, annuity and other union or nonunion benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement

ARTICLE 17 - PATENTS

Subcontractor hereby agrees to indemnify, protect and hold harmless the Contractor and the Owner from and against any and all liability, loss or damage and to reimburse the Contractor and the Owner for any expenses including legal costs and attorney fees, because of claims or litigation on account of infringement or alleged infringement of any letters of patent or patent rights by reason of the Work or materials, equipment or other items used by the Subcontractor in its performance.

ARTICLE 18 - MECHANICS' LIENS OR CLAIMS.

If any subcontractor, laborer, or material suppliers of the Subcontractor files or maintains a Mechanic's Lien; Stop Notice; or claim against the Project or Premises or any part thereof or any interest therein or any improvements thereon or against any moneys due or to become due from the Owner to the Contractor or from the Contractor to the Subcontractor, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Work or under any change order or supplemental agreement for extra or additional work in connection with the Project, the Subcontractor agrees to cause such liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within ten (10) days from the date of the filing thereof, and upon its failure to do so the Contractor shall have the right, in addition to all other rights and remedies provided under this Agreement and the other Contract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means the Contractor chooses, at the entire cost and expense of the Subcontractor (such cost and expense to include legal costs and attorney fees). The Subcontractor agrees to indemnify, protect and hold harmless the Contractor against any and all such liens and claims and actions brought or judgments rendered thereon, and from and against any and all loss, damages, liability, costs and expenses, including legal cost and attorney fees which the Contractor may sustain or incur in connection therewith.

ARTICLE 19 - ASSIGNMENTS, SETOFF.

Any delegation, subletting or assignment, by operation of law or otherwise, of all or any portion of the obligations to be performed hereunder by Subcontractor without the prior written consent of Contractor shall be void. In the event of any transfer, hypothecation of assignment by Subcontractor of the right to receive all or any part of any payments due to become due hereunder, Contractor may, at any time thereafter withhold any or all moneys or payments due or to become due hereunder until final payment is due and all conditions precedent to such payment have been satisfied. Contractor may setoff against any amount payable to any person under this subcontract any claim or charge it may have against Subcontractor.

ARTICLE 20 - TERMINATION OF AGREEMENT.

Contractor shall have the right to terminate this Agreement at any time by written notice to Subcontractor. Such termination shall be effective in the manner specified in said notice and shall be without prejudice to any claims which Contractor or Subcontractor may have against each other. Upon receipt of such notice, Subcontractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with performance of this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders for contracts upon terms satisfactory to Contractor, and thereafter shall do only such work as may be necessary to preserve and protect the work already in progress and protect materials, supplies and equipment on the work or in transit thereto.

Upon such termination, it is further agreed that the obligations of this Agreement shall continue as to work already performed as to bona fide obligations assumed by Subcontractor prior to the date of cancellation or termination. Subcontractor shall be entitled to only pro rata compensation for the portion of the Agreement already performed, including materials for which it has made firm contracts. If requested, Subcontractor will endeavor to cancel all materials on order or remaining on contract. If unable to cancel said materials, it is understood and agreed that the Contractor shall be entitled to such materials. Subcontractor shall not be entitled to any compensation for anticipated profits on unperformed work or on materials or equipment unfurnished except those materials for which it has made firm contracts. Subcontractor will provide material invoices and all accounting requested by Contractor to establish a fair and equitable settlement of compensation.

ARTICLE 21 - WARRANTIES.

The Subcontractor warrants to Contractor and its successors that the workmanship, materials and services provided shall be free from all defects, shall be of the quality specified or of the best grade of their respective kinds if no quality is specified, shall be fit for the purpose intended and shall conform to the provisions, specifications, drawings, samples or other description contained herein or in Contractor's Prime Contract and to representations whenever made by Subcontractor or its representatives whether extrinsic to the Subcontract or

otherwise. All warranties implied by law or usage of trade are incorporated herein to apply to any work as well as the materials covered hereby and shall run in favor of Contractor and its successor in interest to the goods and services. Subcontractor guarantees Contractor and its successor in interest to the materials and services against any and all defects in workmanship and materials which may develop for a period of eighteen (18) months following installation, or twelve (12) months following acceptance of the goods by Contractor's successor in interest, whichever period is longer, except when length of warranty is stated differently in the prime contract documents in which case prime contract documents will supercede the time periods noted herein.

ARTICLE 22 - ACCIDENT PREVENTION.

The Subcontractor agrees that the prevention of accidents to workmen engaged upon or in the vicinity of the Work is its responsibility. The Subcontractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued hereunder, and with the safety standards established during the progress of the Work by the Contractor or Owner. When so ordered, the Subcontractor shall stop any part of the Work which the Contractor deems unsafe until corrective measures satisfactory to the Contractor have been taken, and the Subcontractor agrees that it shall not have nor make any claims for damages growing out of such stoppages. Should the Subcontractor neglect to take such corrective measures, the Contractor may do so at the cost and expense of the Subcontractor and may deduct the cost thereof from any payments due or to become due to the Subcontractor. Failure on the part of the Contractor to stop unsafe practices shall in no way relieve the Subcontractor of its responsibility therefore.

ARTICLE 23 - EQUIPMENT OPERATOR CERTIFICATION.

Subcontractor guarantees that all its employees and employees of its lower tier subcontractors who will be operating equipment have been properly trained to use that equipment and have received certification in compliance with California Code of Regulations, Title 8, Section 3668. Subcontractor further agrees to indemnify Contractor against any fines or penalties that may be levied by CAL OSHA or any other government department for failure to comply with these requirements.

ARTICLE 24 - LIABILITY FOR DAMAGE AND PERSONAL INJURY.

All Work covered by this Agreement done at the site of construction or preparing or delivering materials or equipment or any or all of them, to the site shall be at the risk of Subcontractor exclusively. Subcontractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever, including death resulting there from, to all persons, whether employees of Subcontractor, or otherwise, and to all property, caused by, resulting from, arising out of or occurring in connection with the execution of the Work. Subcontractor shall, with respect to all Work which is covered by or incidental to this Agreement, defend, indemnify and hold Contractor and the Owner, their officers, agents, and employees harmless from and against all of the foregoing.

1. Any claim, suit, liability, loss, damage, cost, expense, including reasonable attorney fees, awards, fines or judgments arising by reasons of the death or bodily injury to persons, injury to property, design defects (if design originated by Subcontractor), or other loss, damage or expense, including any of the same resulting from Contractor's alleged or actual negligent act or omission regardless of whether such act or omission is active or passive; and
2. Any and all claims, suits, liability, loss, damage, cost, including reasonable attorney fees, awards, fines or judgments arising by reason of any obligation or indemnity which Contractor has to Owner.

Its expressly acknowledged and agreed that each of the foregoing indemnities and duties to defend is independent, and that both shall be given effect. However, Subcontractor shall not be obligated under this Agreement to indemnify Contractor with respect to the sole negligence or willful misconduct of Contractor, his agents or subcontractors who are directly responsible to Contractor, excluding Subcontractor herein.

In any and all claims against the Contractor or Owner by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the defense and indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensations acts, disability benefit acts or other employee benefit acts.

ARTICLE 25 - COMPENSATION AND LIABILITY INSURANCE.

Before commencing with the Work, Subcontractor shall procure and maintain, at its own expense, until completion and final acceptance of the Work, at least the following insurance from an insurance company satisfactory to the Contractor

1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE in accordance with the laws of the State in which the Work is situated.
2. COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREIN ABOVE, and including CONTRACTORS PROTECTIVE LIABILITY

INSURANCE if the Subcontractor sublets to another, all or any portion of the Work, with the minimum limits as set forth in **Exhibit C, Section 2**. It is understood and agreed that the Contractor and Owner is to be named additional insured on the Subcontractors policy with a waiver of subrogation and primary wording

3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned and hired vehicles used in connection with the Work, with a minimum insurance limit of \$1,000,000.00 per incident.

If Subcontractor fails to obtain or maintain the insurance required hereunder, then the Subcontractor accepts all such liability directly.

ARTICLE 26 - INDEPENDENT CONTRACTOR.

Subcontractor certifies that he is an independent contractor and in no way is an agent or employee of Owner or Contractor, and shall, at his sole cost and expense, and without increase in the Agreement amount comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the Work, including but not limited to any and all safety acts of the State and Federal governments.

ARTICLE 27 - USE OF CONTRACTOR'S EQUIPMENT.

Any use of Contractor's equipment shall be at the sole risk of Subcontractor, his agents, employees or permittees. Said Subcontractor, his agents and employees or permittees agree to hold Contractor harmless and free from all liability, penalties, losses, damages, costs, attorneys' fees, expenses, suits, claims or judgments resulting from death, injury or harm to any person or injury to any property resulting from or arising out of such use of Contractor's equipment.

ARTICLE 28 - DISPUTES

a. In the event of any dispute involving the Work performed or to be performed, Contractor shall issue a decision that must be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with the decision, Subcontractor may submit written notice to Contractor and the matter will be resolved as set forth in Article 28 b. or c. as applicable. If the Subcontractor prevails, Subcontractor's sole remedy will be an equitable adjustment determined as provided in Article 28 b. or c. as applicable. In addition to all applicable notices required by this Agreement, or the Contract Documents, notification of any claim for an equitable adjustment must be asserted in writing not later than ten (10) days after Subcontractor's knowledge of the facts giving rise to the claim, and if Article 28 b. is applicable, within sufficient time to allow Contractor to give notice to the Owner under the Contract Documents.

b. In case of any dispute between Contractor and Subcontractor, in any way relating to or arising from any act or omission of the Owner or involving deficiencies or discrepancies in Contract Documents provided by the Owner, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, by the terms of the Contract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the Owner, or any party, board or court so authorized in the Contract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Contract Documents allowing a reasonable time for Contractor to analyze and forward to the Owner any requested communications or documentation. Contractor shall, at its option, (1) present in good faith to the Owner, in Contractor's name, or (2) authorize Subcontractor to present to the Owner, in Contractor's name, all of Subcontractor's claims and answer the Owner's claims involving Subcontractor's work, whenever Contractor is permitted to do so by the terms of the Contract Documents. Contractor will further invoke on behalf of Subcontractor, or allow Subcontractor to invoke, those provisions in the Contract Documents for determining disputes. Nothing herein requires Contractor to submit or to certify (under a contract requiring certification) a claim when it cannot do so in good faith. If such dispute is prosecuted or defended by Contractor, Subcontractor, at its own expense, agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute, including attorneys' fees. The Agreement price shall be adjusted by Subcontractor's allocable share determined and paid in accordance with this Agreement.

c. To the extent not resolved under Article 28 b. above, any dispute between Contractor and Subcontractor and/or its sureties shall, at Contractor's sole discretion and option, be decided by a single arbitrator in arbitration by the American Arbitration Association or Jams/Endispute. If Contractor elects to arbitrate, then the arbitration will be in San Bernardino County, California. The foregoing agreement to arbitrate is specifically enforceable in any court of competent jurisdiction. Upon its request, Contractor will be entitled to consolidation or joinder of any arbitration involving Subcontractor with related arbitrations involving other parties. The award rendered by the arbitrator is final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction. All arbitration hearings must be completed within ninety (90) days after the arbitrator is appointed. The parties will try to agree upon an arbitrator but if no agreement can be reached then the AAA or Jams/Endispute will appoint the arbitrator. If the parties cannot agree, the arbitrator will establish rules of procedure, discovery, evidence, and hearing. If Contractor notifies Subcontractor that Contractor contends any arbitration or lawsuit brought under this Article 28 c. or any claim or suit brought by Subcontractor against Contractor's sureties or under the Miller Act or similar state laws involves a controversy within the scope of Article 28 b., the arbitration or suit shall be stayed until the procedures under Article 28 b. are completed. In the event of any lawsuit under this clause, the Courts in California shall have sole and exclusive jurisdiction. Due to the specialized nature of construction litigation, each party hereby waives its right to a

trial by jury. Subcontractor hereby consents to jurisdiction and venue in San Bernardino County, California.

d. Subcontractor’s detailed claim, including all cost back up, schedule and manpower backup, and the like must be submitted promptly upon reasonable request by Contractor. The scope and nature of the Subcontractor’s claim must be detailed in a reasonable time to preserve its integrity and to prevent the deterioration of relevant materials supporting or disputing the claim. Notwithstanding the foregoing, if any claim by the Subcontractor involves the Owner, any related notice and all backup documentation must be submitted to Contractor in time for Contractor to properly review and investigate such claim and submit any required notice or documentation to the Owner timely under the Contract Documents. If requested by Contractor, Subcontractor shall certify that its claim is accurate, complete, current and in a form approved by Contractor.

e. Contractor has the right to review all records regarding Subcontractor’s performance of this Agreement, or its ability to perform, including records related to changes performed hereunder and records related to the Subcontractor’s estimates and costs in the event a claim is filed by Subcontractor or if required by the Owner or the Contract Documents.

ARTICLE 29 - LIQUIDATED DAMAGES.

It is understood that Contractor has obligated itself to Owner to complete the project in the number of days as set out in **Exhibit B** and the Project Schedules attached hereto, and that liquidated damages shall be assessed in the amount per day as set forth on Exhibit B. If Subcontractor should commit any act which causes delay to the project, Subcontractor shall be liable for all losses, costs, expenses, liabilities and damages, including liquidated damages in the amount set forth in Exhibit B.

ARTICLE 30 - ENTIRE AGREEMENT.

This Agreement, including all contract documents as stated in Article 3 constitutes the entire agreement between the parties hereto. No oral representations, previous proposals, or other agreements have been made by the Contractor except as stated in this agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by the Contractor except in writing signed by its duly authorized officer or agent. The article descriptions of any term or provisions of this Agreement are for convenience only and shall not be deemed to limit, restrict or alter the content, meaning or effect thereof.

ARTICLE 31 - LOWER TIER SUBCONTRACTOR’S OR HIRED EQUIPMENT OPERATORS.

Subcontractor shall bind all its lower tier subcontractors or independent equipment operators to all terms of this Subcontract agreement to the same extent that Subcontractor is bound to Contractor. Subcontractor shall not allow lower tier subs or equipment operators on the project without first providing Subcontractor insurance certificates in the same minimum limits required by this subcontract naming Subcontractor and Contractor as Additional Insured.

ARTICLE 32 - BOND

Contractor, in its discretion, may require Subcontractor to furnish surety payment and performance bonds on AIA forms satisfactory to Contractor guaranteeing such protection, which bond shall be furnished by Subcontractor within five (5) days after written demand has been made therefore. Bond fees to be paid by Contractor via change order. Unless otherwise noted on Exhibit B, bond fees paid by Contractor shall not exceed 1.5% of Subcontract value, and in no case will fees paid exceed actual cost of the bond.

ARTICLE 33 - PUBLIC WORKS PROJECTS: This project is funded with Federal and State Funds and Subcontractor must comply with this Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof as well as all State Labor regulations and requirements.

Attached hereto and incorporated herein by this reference are the provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815 and Education Code 45125.1 (Criminal Background Check of Employees). Subcontractor agrees to comply with all provisions of the California Labor Code including the above-referenced provisions applicable to the performance of its work on this project. Additionally, subcontractor specifically agrees to:

- a) Pay all workers not less than the general prevailing rate as set forth at the time of the bid and subsequent increases when applicable
- b) Pay all workers not less than the overtime and holiday rates as mandated when workers work more than 8 hours in one day or work on a State or Federal recognized holiday
- c) Adhere to the compliance measures outlined in section 1777.5(b) for any second tier subcontractor that the subcontractor chooses to use on this project.
- d) Require any second tier subcontractor to comply with all said provisions
- e) Submit certified payroll records to the contractor on a weekly basis. Records shall be provided no later than one week following the date of payroll.
- f) Comply with the applicable requirements and joint apprenticeship standards as required by Labor Code 1777.5

29-10010 Highgrove Library

RCCS _____

SUB _____

- g) The subcontractor agrees to indemnify and hold harmless the contractor for any violations of the above-referenced Labor Code provisions, which were caused by the Subcontractor's failure to comply with said provisions or by its lower tier Subcontractors or Equipment Operators failure to comply with said provisions.
- h) Subcontractor agrees to promptly pay any fines, penalties and additional back wages, and if needed any costs or fees incurred by Contractor to defend itself in any action arising from Subcontractor's failure to abide by all requirements of Article 31.
- i) Upon completion of work and prior to final payment, Subcontractor and all its lower tier subcontractors shall submit to Contractor an affidavit declaring under penalty of perjury that it has complied with all California Labor Code sections noted above and has paid all employees the specified general prevailing rate of per diem wages to its employees as well as any amounts due pursuant to Section 1813 on this project.

ARTICLE 34 - CONTRACT PROVISIONS.

The provisions set out in **Exhibits A, B and C** attached hereto including any special provisions are incorporated herein by reference and made a part hereof. The said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all of the terms and provisions herein contained. If any term or provision of this Subcontract is found to be void, voidable, invalid or unenforceable, then that portion of the Subcontract shall be severed and the remainder of the Subcontract shall not be affected thereby, and the remainder of the Subcontract shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties agree to provision of this Agreement on the date set forth above:

Robert Clapper Construction
Services Inc.
 (General Contractor)

 (Subcontractor)

By _____

By _____
 Owner or President

Name: Robert W. Clapper

Name: _____

Title: President

Title: _____

License No.: 716719

License No: _____

Exp Date: _____

Tax ID No: _____

Fill in all requested information

Subcontract must be signed by Owner or President

EXHIBIT "A"

29-10010 HIGHGROVE LIBRARY

Subcontractor is responsible under the Subcontract Agreement to be fully aware of the complete Plans, Specifications, Drawings, General Conditions, Special Conditions, Addenda, Amendments and General Contract hereinabove mentioned. All Documents are available for examination by the Subcontractor at all reasonable times at the office of the Contractor. Subcontractor can not omit any of the listed Contract Documents listed below. Review the Complete Contract Documents before signing the Contract Agreement.

The contract documents include the following permitted plans & documents prepared by Miller Architecture Interiors Planning otherwise noted.

| TITLE | | DATE |
|--------------|--|-------------|
| G 001 | Title sheet | 12/21/09 |
| G 002 | Handicap accessibility | 12/21/09 |
| G 003 | Riverside county comments and conditions | 12/21/09 |
| G 101 | Code floor plan | 12/21/09 |

| ARCHITECTURAL | | DATE |
|----------------------|---------------------------------------|-------------|
| AS 101 | Site plan | 12/21/09 |
| AS 501 | Site details | 12/21/09 |
| A 101 | Floor plan | 12/21/09 |
| A 102 | Clerestory floor plan | 12/21/09 |
| A 103 | Reflected ceiling plan | 12/21/09 |
| A 104 | Roof plan | 12/21/09 |
| A 201 | Exterior elevations | 12/21/09 |
| A 202 | Exterior elevations | 12/21/09 |
| A 301 | Building sections | 12/21/09 |
| A 302 | Building sections | 12/21/09 |
| A 303 | Wall sections | 12/21/09 |
| A 304 | Wall sections | 12/21/09 |
| A 305 | Wall sections | 12/21/09 |
| A 306 | Wall sections | 12/21/09 |
| A 307 | Wall sections | 12/21/09 |
| A 308 | Wall sections | 12/21/09 |
| A 309 | Wall sections | 12/21/09 |
| A 401 | Enlarged plan and interior elevations | 12/21/09 |
| A 402 | Enlarged plan and interior elevations | 12/21/09 |
| A 403 | Interior elevations | 12/21/09 |
| A 404 | Interior elevations | 12/21/09 |
| A 501 | Details | 12/21/09 |
| A 502 | Details | 12/21/09 |
| A 503 | Details | 12/21/09 |
| A 504 | Details | 12/21/09 |
| A 505 | Details | 12/21/09 |
| A 506 | Details | 12/21/09 |
| A 507 | Details | 12/21/09 |
| A 601 | Door and window schedule | 12/21/09 |

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| | | |
|-------|--------------------------|----------|
| A 602 | Door and window schedule | 12/21/09 |
| A 603 | Finish schedule | 12/21/09 |
| F 101 | Finish plan | 12/21/09 |

STRUCTURAL

DATE

| | | |
|-------|------------------------------|----------|
| S 1-1 | General notes | 12/21/09 |
| S 1-2 | General details | 12/21/09 |
| S 2-1 | Foundation plan | 12/21/09 |
| S 3.1 | Foundation details | 12/21/09 |
| S 4.1 | Roof plan | 12/21/09 |
| S 5.1 | Framing details | 12/21/09 |
| S 5.2 | Framing details | 12/21/09 |
| S 5.3 | Framing details | 12/21/09 |
| S 5.4 | Framing details | 12/21/09 |
| S 5.5 | Framing details | 12/21/09 |
| S 5.6 | Framing details | 12/21/09 |
| S 6.1 | Moment frame notes & details | 12/21/09 |

MECHANICAL

DATE

| | | |
|-------|---------------------------------------|----------|
| M 0.1 | Mechanical notes legend and schedules | 12/21/09 |
| M 0.2 | Mechanical title 24 requirements | 12/21/09 |
| M 0.3 | Mechanical title 24 requirements | 12/21/09 |
| M 1.1 | Mechanical floor plan | 12/21/09 |
| M 1.2 | Mechanical floor plan | 12/21/09 |
| M 2.1 | Mechanical roof plan | 12/21/09 |
| M 3.1 | Mechanical details | 12/21/09 |
| M 3.2 | Mechanical details | 12/21/09 |

PLUMBING

DATE

| | | |
|-------|-----------------------------------|----------|
| P 0.1 | Plumbing notes legend & schedules | 12/21/09 |
| P 1.1 | Plumbing floor plan | 12/21/09 |
| P 1.2 | Plumbing roof plan | 12/21/09 |
| P 1.3 | Plumbing enlarged floor plan | 12/21/09 |
| P 1.4 | Plumbing enlarged floor plan | 12/21/09 |
| P 2.1 | Plumbing details | 12/21/09 |
| P 2.2 | Plumbing details | 12/21/09 |

ELECTRICAL

DATE

| | | |
|-------|--------------------------------------|----------|
| E 0.1 | Electrical legends & notes | 12/21/09 |
| E 0.2 | Luminaire schedule | 12/21/09 |
| E 0.3 | Title 24 documentation | 12/21/09 |
| E 0.4 | Singleline diagram & panel schedules | 12/21/09 |
| E 1.1 | Electrical site plan | 12/21/09 |
| E 2.1 | Lighting floor plan | 12/21/09 |
| E 3.1 | Power & signal floor plan | 12/21/09 |
| E 3.2 | Electrical roof plan | 12/21/09 |
| E 4.1 | Electrical details | 12/21/09 |
| E 4.2 | Electrical details | 12/21/09 |
| SHT 1 | Precise grading plans title sheet | 12/05/09 |
| SHT 2 | Precise grading plans grading plan | 12/05/09 |
| SHT 3 | Precise grading plans cross sections | 12/05/09 |
| SHT 4 | Precise grading plans striping plan | 12/05/09 |

RCCS Initial _____

Specification Book

By: Miller Architecture

Dated: December 14, 2009

Soils Report by Krazan & Assoc Dated September 30, 2008

RCCS Initial _____

Sub Initial_____

EXHIBIT "B"

Project: Highgrove Library

Job #: 29-10010

Location: 530 Center Street
Highgrove, CA 92407

Subcontractor: Sample Electrical Subcontract Ex. B

Specification Section(s): 260100, 260519, 260526, 260529, 260532, 260535, 260537, 260553, 260923, 262413, 262416, 262716, 262726, 265100

Trade: Electrical

Provide all necessary labor, materials, transportation, equipment, and other facilities necessary to complete the Electrical work at the Project and Location referenced above.

It is understood the this contract includes, but is not limited to the following:

1. Provide subcontract payment and performance bonds on AIA 312 Forms. If your legal name is different than your dba, both names must be shown on the bonds. General contractor will pay cost for bonds up to ___% - but not more than the actual cost of the bond - via change order to subcontract. Change Order to be issued at delivery of original, signed bonds and copy of Surety's Invoice.
2. All material submittals and shop drawings are to be prepared and forwarded to Robert Clapper Construction Services, Inc. within 30 days. Damages will be assessed at \$250 per day and the contract may be terminated if not received in the allotted time.
3. All Electrical in accordance with the Contract Documents.
4. All materials to be used by this subcontractor shall be as per specification section.
5. All Electrical work and material shall be in accordance with ordinances and regulations applicable to the local County, Municipality having jurisdiction for the project. It is the subcontractor's responsibility to identify said requirements.
4. Subcontractor to protect all adjacent materials and finishes prior and /or during performing the Electrical.
5. All materials shall be installed per the manufactures recommendations and specifications.
6. Coordinate with the onsite superintendent on the location and the limits of Electrical to be applied.
7. Complete coordination with all trades including but not limited to mechanical, fire sprinkler, plumbing and acoustical ceilings.
8. Firestopping and joint sealants at roof and wall penetrations and joints required for this trade.
9. Power to HVAC equipment, time clocks, exhaust fans, irrigation controller, sump pumps and all other equipment requiring electrical power.
10. Remote disconnects at mechanical equipment as required.
11. Line voltage to thermostats.
12. Power conduit and pull strings for Owner's alarm/monitoring system including but not limited to PIVs to fire risers, fire risers to telephone backboard.
13. Fire caulk/seal all wall, floor and roof penetrations.
14. Roof jacks for electrical roof penetrations.
15. Primary conduit to transformer pad.
16. All sawcutting, demolition, removal of debris from jobsite and temporary/permanent asphalt patch as required for installation of work under this Subcontract.
17. Provide all necessary coordination with local power and/or telephone companies to assure that proper and prompt electrical power source and telephone requirements to project shall meet the construction schedule. This subcontract includes requirements of power company and/or per contract documents, whichever is the most stringent, including but not limited to tie-ins, primary and secondary conduit, all pads, vaults, slab boxes, concrete encasement, pull boxes, finishes, barrier posts, excavation, pull ropes, compacted backfill and structures.
18. Telephone conduit and CATV conduit.
19. Protection of underground utilities, known or unknown, and repair of same if damaged.
20. Motor starters.

R.C. Construction Services Initials _____

Subcontractor's Initials: _____

21. Support of all light fixtures as required.
22. Coordination of required lighting layout.
23. Layout from control.
24. If contract documents specify aluminum conductor, Subcontractor shall tighten all landing lugs six (6) months after Notice of Completion.
25. Light poles and assembly of anchor bolts and templates.
26. Hoisting, loading and unloading as required for execution of your work.
27. Power to motorized rolling doors and smoke/fire detection devices if required.
28. Hookup of Owner-furnished equipment.
29. Conduit for low voltage HVAC control wiring.
30. Time clocks.
31. Power to smoke detectors and magnetic door hold-opens.
32. Access panels as required for electrical work.
33. Provide exit signs as required to meet code.
34. Provide conduit from elevator machine room to telephone room for elevator telephone.
35. Provide temporary electric service and lighting to the jobsite to comply with OSHA and as required by jobsite superintendent.
36. Excavation, backfill and compaction as required for the installation of the electrical work.
37. Plywood telephone backboards.
38. When providing sleeves through deck penetrations, sleeve to be no higher than finished surface
39. Complete coordination with landscaping design.
40. Traffic control.
41. Make entire installation in compliance with National Electrical Code, State of California Electrical Safety Orders and local authorities having jurisdiction.
42. Subcontractor shall be responsible for obtaining approvals from the architect, owner and governing agencies in a timely manner to ensure delivery and installation enabling Contractor to meet construction schedule. Any damages for delays shall be this subcontractor's responsibility.
43. Typed labeling and identification of all circuits, panelboards, pull boxes, feeders, etc.
44. Cutting, coring, drilling and patching of building structure for electrical work.
45. Grounding conductor shall be with uffer system and connected to cold water piping system and shall be insulated and run in rigid steel conduit. If water service is non-metallic pipe, grounding conductor shall be of sizes shown on contract documents and/or as required by code.
46. Layout and installation of electrical shall be coordinated with the overall construction schedule and work schedules of the various trades to prevent delay in completion of the project. Complete drawings and specifications for the job will be available at the jobsite. It shall be obligatory to thoroughly check these drawings before organizing the electrical work schedule or installing material and equipment.
47. Subcontractor shall protect finished surfaces of the building during progress of electrical work. Protection of lighting fixtures, glassware and other fragile portions of electrical equipment from damage shall also be an obligation of the work. Subcontractor shall be required to replace, repair or refinish any item damaged or marred, at no cost to the owner.
48. Entire electrical installation shall be tested for proper operation, adjustments made and defects corrected. This work shall include furnishing necessary instructions and materials and cost of replacement or repairs from damage due to failure. Installation resistance shall comply with values stated in the National Electrical Code.
49. Title 17, 24 compliance.
50. Mandrel all primary and secondary conduit after backfill and compaction.
51. Lenses at light trough.
52. All outdoor equipment to be waterproof.
53. Fuses for HVAC equipment.
54. Coordinate design requirements of energy management representative.
55. Design for fire/life safety system.
56. Nurse call station.
57. Communication system.
58. Paging system.
59. Sound system.
60. Building automation system.
61. Security.
62. Temporary power for building system while waiting for Certificate of Occupancy.

R.C. Construction Services Initials _____

Subcontractor's Initials: _____

63. Provide complete electrical services including, but not limited to:
 - a. Fully engineer/design complete electrical system and provide documents stamped by an engineer registered in the State of California.
 - b. Submit design to governmental authorities and procure approval and permit.
64. The drawings and specifications indicate the general scope of the project in terms of the architectural design concept, the dimensions of the building, the type of structural, mechanical, electrical and utility systems and an outline of major architectural elements of construction. These drawings and specifications do not necessarily indicate or describe all work required for the full performance and completion of the work. This subcontract is being let with the understanding that the Subcontractor is to provide all items for the proper completion of the work without adjustment to the contract price. It is intended that the work be of sound and quality construction and that the Subcontractor shall be solely responsible for the inclusion of adequate amounts to cover installation of all items indicated, described or implied, subject to code requirements and the reasonable intent of the architect/engineer.
65. Design fee and redesign fee are included.
66. Daily clean-up & removal of all debris generated by this sub-contractor.
67. There will be a mandatory pre-punch list put out by RC Construction that must be addressed by the Subcontractor prior to the Architectural or Engineering punch list.
68. Full compliance with California storm water best management practices in regards to on site operation and serving of construction equipment.
69. Subcontractor's onsite personnel shall be required to wear hardhats, long pants, work boots and a shirt with sleeves at all times when on the project. Failure to complying will result in the immediate removal any of the subcontractor's personnel.
70. All equipment operators are required to be trained and certified on any/all equipment.
71. Contractor will be placing Erosion Control measures on the site including sand bags, gravel bags, filter fabric, gravel entrance, etc. Subcontractor is responsible to protect in place these erosion control measures during the course of his work. Any subcontractor digging through, driving over areas not intended to be driven over or otherwise damaging areas of erosion control must protect in place and /or restore erosion control measures to the satisfaction of R.C.'s superintendent. If repairs are not made when requested, R.C. will make necessary repairs and charge subcontractor the cost of those repairs as well as the costs to repair any damages caused by the erosion control not being in place.
72. Proper and secure storage of materials during the course of construction is the responsibility of the subcontractor. If subcontractor receives permission from Contractor to store its materials, tools, equipment, etc., it will be at the subcontractors' own risk, even if storage area is provided by Contractor or Owner. Subcontractor will be responsible for keeping the storage unit or area in new, undamaged condition. If doors, locks or walls are damaged due to break in or misuse, or floors stained by Subcontractor's equipment, subcontractor will be responsible for the replacement or repair or damaged areas. Permission to store materials inside a storage unit, or building, is not implied by this paragraph and may not be granted.

Time of Completion: See construction schedule and schedule updates for completion dates relating to your work.

According to the Contract Documents, Liquidated Damages have been set at **\$1000.00** per day for everyday beyond the established completion date. Due to the liquidated damages, it is imperative that all trades adhere to the construction schedule as prepared by Robert Clapper Construction Services, Inc.

Robert Clapper Construction Services, Inc.

California State License # 716719

EXHIBIT "C" SUBCONTRACT INSTRUCTIONS, REQUIREMENTS & FORMS FOR PREVAILING WAGE PROJECTS

The information below is **EXTREMELY** important. Please make sure you read all of the procedures and requirements so that we can establish and maintain a good working relationship and complete our project successfully. If you have questions on any part of this letter, please call the appropriate person listed in Section 9.

Listed below is a summary of the items covered in Exhibit C of your contract:

| | | |
|----|-------------------------------|--|
| 1 | Subcontract Agreement | Return Immediately |
| 2 | Insurance Requirements | Submit OCIP paperwork ASAP |
| 3 | Submittals | Submit 100% within 10 calendar days |
| 4 | Cal / OSHA Safety Regulations | Before arriving on job site |
| 5 | Monthly Progress Billings | Submit via fax by 20 th of each month |
| 6 | Project Close Out | Due before final payment application |
| 7 | Job site Working Hours | Mon-Fri, 7.00am to 5.00pm |
| 8 | Certified Payroll Reports | Due no later than 7 days after payroll |
| 9 | R.C.C.S. Personnel List | |
| 10 | Daily Sign-In sheets | Must be turned in daily |
| 11 | Prevailing Wage Notice | Must be signed & returned with contract |
| 12 | Change Orders | |
| 13 | Stormwater Management | |
| 14 | Employee Background Checks | Submit prior to beginning on job |
| 15 | Misc. Forms | |

Sec. 1 **Subcontract Agreement:** Please initial and sign all copies. Return all copies to us within 10 days of receipt. We shall sign and return one copy to you for your files. You will not be allowed on the project without a fully signed subcontract, however, this does not alleviate you from any LD's incurred due to your delay. If you have any questions regarding your contract contact the Project Manager. **DO NOT MARK UP THE ORIGINAL UNTIL WE HAVE DISCUSSED IT.**

Sec. 2 **Insurance Requirements:**

You and any company working beneath your company are required to furnish your complete insurance certificate requirements before you can start work on this project. If time is short, you can have your insurance carrier fax the certificates to us provided the original certificates are mailed to us as well. These insurance requirements pertain to ALL subcontractors who perform work on the project. If you hire subcontractors to work on this project, make sure they meet all insurance requirements as stated below or elsewhere in this contract, and all documents relating to it.

General Liability Certificates MUST endorse Robert Clapper Construction Services Inc., its officers, employees and agents onto the policy as additionally insured and the endorsement CG 20 10 (11/85) (or its equivalent for “your work” – AND COMPLETED OPERATIONS) must be attached to the certificate. **“Ongoing Operations” is not acceptable. A waiver of subrogation and primary wording are also required.** Certificate must list the project name and address.

The Owner also requires general liability certificates naming the owner, their directors, officers, employees and agents as additionally insured. Their certificate must list the project name and address.

No modified occurrence forms will be accepted.

Certificates of insurance for Worker’s Compensation and Automobile policies (for all Autos that will be driven on the job site) must be furnished to Robert Clapper Construction Services Inc., as evidence of the insurance required by this agreement.

All insurance policies must be issued by companies authorized to do business under the laws of the state of California, and regulated by the Department of Insurance. Non-admitted carriers will not be accepted. Each policy must contain a provision prohibiting cancellation, termination or modification except upon at least ten (10) days written notice to Robert Clapper Construction Services Inc. The ‘endeavor to’ clause shall be removed from the provisions in the cancellation clause.

The minimum limits of insurance to be kept in force during the execution of this Subcontract are as follows:

| | |
|-----------------------|---|
| General Liability: | \$1,000,000 per occurrence and \$2,000,000 aggregate. |
| Auto Liability: | \$1,000,000 combined single limit each accident bodily injury & property damage. |
| Workers Compensation: | Statutory limits of not less than \$500,000 for any accident or occupational disease. |

You are required to maintain insurance throughout the project and until the end of the warranty period.

Sec. 3 **Submittals:** Please refer to your specification section(s) of the project specification books which apply to your scope of work for your requirements.

To keep the project on schedule we must begin the submittal process immediately and would appreciate any submittals received in the next two weeks. Submittals are due NO LATER than 30 days from the date of this Subcontract unless stipulated differently in your Exhibit B. Send your submittals with a transmittal sheet, and reference the project name, our job number, and spec sections for each submittal. Large submittals must be bound in a three ring binder.

Make sure your submittal is 100% complete for all your work, not just one section. It is your responsibility to thoroughly check your submittals for completeness and compliance to the specifications (Do not rely on your Suppliers).

Please be sure to send the required number of copies or shop drawings – IF WE HAVE TO MAKE COPIES FOR YOU, YOU WILL BE CHARGED!

We shall return one approved copy to you. If you want more than one copy for your use, add the number you want to the number we require. All extra copies, after the Architect and R. C. Construction have retained the number of copies we each require, will be returned to you.

Clearly indicate what items are being submitted in a manner that will show up on a copier, either an arrow stamp or clouding (Not with a Highlighter).

Shop drawings: Require 7 bluelines.
Brochures / Product Data: Submit 7 copies.

Samples: Minimum of 6 samples. Check your specification sections for specific requirements.

Resubmittals: Only rejected portions need to be resubmitted and are due no later than 2 weeks from rejection.

Submittals should be sent to our Rialto Office, attention to the Project Manager. All questions regarding submittals should be addressed to the Project Superintendent or Project Manager.

Sec. 4 **Cal / OSHA Safety Regulations:** Please take note that SB198 is in effect and will be enforced on the job site. We will need you to provide a copy of your Safety manual or Code of Safe Practices to our office for the Project Manager. All common safety rules should be followed, including a dress code of hard hats and work boots. Your employees will be responsible for adhering to Cal / OSHA regulations. Please talk to the Project Manager if you have any special requirements or questions.

Material Safety Data Sheets (MSDS): MSDS are required for all materials that appear on the Director's list of Hazardous Substances. Please forward your MSDS for each hazardous substance that will be used by your employees on this project **prior to the materials' arrival on the project.** Type your company's name in the upper right hand corner of each MSDS and forward to our Fontana office to the attention of the Project Manager.

Our job Superintendent will conduct a safety review of the project with the foremen of all subcontractors working on the site as needed, and not less than once per month. Attendance by your job site foreman is mandatory.

Pursuant to SB 198 subcontractors are to conduct "tail-gate" job safety meetings with their own personnel. To meet our requirements, it is mandatory that you forward a copy of your safety meetings, complete with a signed list of attendees and description of safety topics discussed, to our project Superintendent.

Sec. 5 **Monthly Progress Billings:** Faxed copies of your progress billings and conditional releases are due in our office no later than the 20th of each month and are to be projected to cover work through the last day of the month. The invoice date is the last day of the month. If the Owner or any of its Agents reject the % complete you have requested, the Project Manager will notify you of what has been accepted and request a revised progress billing and release. PLEASE USE OUR ENCLOSED FORMS (be sure to put your company name, address & phone # at the top) OR a similar format that provides ALL the information required on our form. Change Orders must be billed separately from your base contract billing.

Releases from all suppliers and subcontractors that have pre-lined the project through the 20th of the month following your billing will be due no later than the 25th of the month following your billing. If nothing is owed to your supplier or subcontractor, we require a **CONDITIONAL** progress release with ~~\$0.00~~ or “nothing owed” written in the “sum of \$__” line. If you have already paid them for the previous month, ask them for an **UNCONDITIONAL** progress showing the amount you paid them for this project.

Unconditional releases for the previous payment made to you and your suppliers & subcontractors, and all employee benefit plans (Union, State, Medical, etc.) are due prior to payment.

All payments will be mailed within 10 working days of our receipt of payment from the Owners provided that all contract requirements have been met by the subcontractor.

NO PAYMENTS WILL BE MADE UNLESS ALL REQUIRED CONTRACT DOCUMENTS HAVE BEEN RECEIVED BY US. THESE INCLUDE (BUT ARE NOT LIMITED TO) THE FOLLOWING:

- Fully executed subcontract
- W-9 form - Request for Taxpayer Identification Number and Certification
- OCIP Enrollment / insurance requirements met for you and your subcontractors
- Copy of your filed DAS140, DAS142 (or equivalent) & Wage Determination Sheets
- Application for Payment and appropriate releases through the end of the month received via fax or mail no later than the 20th of the month.
- Appropriate supplier & subcontractor releases
- Daily sign-in sheets that match our Project Superintendent’s Daily Log Book for you and your subcontractors
- Certified Payroll that matches the employees on the Daily Sign-In sheets for the period your billing covers for you and your subcontractors
- Unconditional releases from Union Pension and/or Trust Funds or Plans for the period your billing covers for you and your subcontractors. If training fees are paid to the State then monthly receipt letters from the State are required.
- MSDS & Safety Manual for your company
- Submittals

Unconditional Final releases from your suppliers, subcontractors and Union Trust Funds are required prior to submission of the retention billing.

Sec. 6 Project Close Out: We must have your project close out documentation before we will release your 90% payment. This typically includes Guarantee / Warranty forms, Operation and / or Maintenance manuals, and As-Built drawings but may vary according to the specification book for your portion of work. Progress payments or final payment may be delayed if close-out documents are not submitted by the last progress billing prior to the retention billing. The owner will not accept or process our Application for Retention until we have submitted our Close-Out package to them.

Sec. 7 Job site Work Hours: Work hours for this project are Monday through Friday 7:00 AM to 5:00 PM. If you need to work other hours, you must arrange access to the job site with the Project Superintendent.

Sec 8 Certified Payroll: Original Certified Payroll (CP), IN DUPLICATE (one copy with original 29-10010 Highgrove Library

signature), will be required from you AND YOUR SUBCONTRACTORS consecutively every week, from the first day you are onsite until the last day you will be onsite. If you have weeks where there is no activity, you must submit a Statement of Non Performance for each week not worked (also in Duplicate). Those will also be numbered in sequence with your CP. WE MUST HAVE CERTIFIED PAYROLL AS SPECIFIED.

A copy of the required form is included in the Exhibit package titled “Certified Payroll Requirements” for your use. If your CP is generated automatically from your payroll program, make sure it provides ALL the information that the required form requests - front & back.

At any time throughout the project, R. C. Construction Services Inc. can request copies of canceled payroll checks to verify the accuracy of your CP. If this information is requested, all progress payments will be withheld until a thorough review of your certified payroll is made.

You must comply with all California Labor Codes including Sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

Sec 9 **R. C. Construction Services Inc. Personnel:** Listed below is a summary of the contacts for the above items: **Phone (909) 829-3688, Fax (909) 829-3696**

| <u>Area</u> | <u>Position /Contact Person</u> | | |
|--|---------------------------------|----------------|----------|
| Subcontracts, Change Orders Schedules, Submittals, Cal OSHA | Project Manager | Ron Travillion | Ext 350 |
| Safety Regs., Project Close Out | Project Engineer | C.J. Tuttle | Ext. 306 |
| Pre-Lien information / Insurance W-9 Forms | Admin. Assistant | Andrea Lopez | Ext 230 |
| Certified Payroll, Contract Docs | Certified Payroll | Leah Schwartz | Ext. 312 |
| Monthly Progress billings Lien Waivers | Accts. Payable | Kristen Corpe | Ext 252 |

Sec 10 **Daily Sign-In Sheets:** Daily Sign-In Sheets must be turned in daily to R. C. Construction’s Project Superintendent for each day that any subcontractor has performed work on the site. Failure to submit the requested sheets will delay progress payment for work completed on the subcontract until such time that the Sign-In sheets have been submitted and verified with Certified Payroll Records and Daily Log Reports. A Daily Sign-In Sheet has been included in this package so you can set it up for your foreman and make enough copies to last him for the entire job. If he does not bring one, he can obtain a blank form from the Project Superintendent at the Job Site. Please provide copies of this form to each of your subcontractors for their use.

Sec.11 **Prevailing Wage Notice:** This notice needs to be signed by the Principle of your company and returned with your signed contract. Please make sure a copy of this notice is given to the proper people in your company who deal with Certified Payroll and manpower scheduling.

Sec.12 **Change Order Requests:** Prior to beginning change order work, you must have a signed authorization to proceed from our Project Manager. Hours for change order work must be verified by our superintendent and a copy of the verification of hours must be attached to your Change Order Request.

A signed Change Order will be mailed once we have billing approval from the Owner. This is an indication to you that the change order can be billed. Change Orders should be billed separately from your progress billings and not until you receive the approved change order from us.

Sec 13 **California Stormwater Best Management Practices:** Your company must remain in full compliance with the California Stormwater Best Management Practices in regards to on-site operation and servicing of construction equipment.

Sec 14 **DOJ Background Checks:** We shall have a fence around the project so only your Foremen are required to be fingerprinted. If you have not had your Foremen's background checked through the Dept. of Justice, contact Marie at 909-829-3688 Ext. 221 or email her at marie.up@reconstruction.com and she can provide you with the paperwork and information you need to fulfill this legal requirement for working on California school projects.

Sec 15 **Misc. Forms:** Several forms have been included in this contract package including: W-9; billing format & releases; Daily Sign-In Sheet; Prevailing Wage Notification; Certified Payroll Forms; DAS140 & 142 forms and **several** project specific forms. Please refer to the spec book for any additional forms such as the RFI.

Of those, we need the following to be returned with your contracts or soon after:

- OCIP Enrollment Forms, if applicable
- W-9
- EDD 542 information request
- Insurance Certificates
- Prevailing Wage Notification
- Wage Determination Sheets
- DAS 140
- DAS 142 or letter requesting apprentices
- Fringe Benefit Statement
- Apprentice Agreements or Certification Letters for each apprentice newly hired
- Copy of your Pocket Card
- All certifications and contract documents from the Specification Book or those included in this contract package.

You may use this Subcontract Instruction as your check list for complying with R. C. Construction Services' project requirements. This document is an integral part of the Subcontract Agreement.

We look forward to working with you, and congratulate you on successfully bidding this project. If you have any questions, please feel free to call.

SEE ALL ATTACHED FORMS FOR YOUR USE ON THIS PROJECT.