



ABC Construction

SUBCONTRACT

1525 Cottage Grove Avenue
 Benicia, CA 94510
 800.820.5656
 actforms@sbcglobal.net
 CA License No. 999999
 (B) General Building

Subcontractor's Name: JOE SUBCONTRACTOR		Subcontractor's Address: 41029 CORNAC COMMON	
Subcontractor's City, State, Zip: BENICIA, CA 94510-4046		Subcontractor's Phone (s): 707.747.4735/707.747.4735	Subcontractor's Lic. No.:
Subcontractor's Workmen's Comp. Carrier Name and Phone Number: State Fund 510.489.8569		Subcontractor's Liability Insurance: Liberty Mutual 9.	
Project Owner's Name: Rockhead Development		Project Owner's Address: 4785 Huntwood Avenue	
Project Address, City, State, Zip (if different from Project Owners): 4785968 Enterprise Common, Fremont, CA 94536			
Construction Fund Holder Name (if any): Fremont Bank		Construction Fund Holder Address, City, State, Zip: 46589 Fremont Blvd. Ste 456	

This Subcontract is by and between **YOUR COMPANY NAME HERE**, hereinafter referred to as "Contractor" and **John Q. Subcontractor**, hereinafter referred to as "Subcontractor", the undersigned.

a. Description of work: Subcontractor agrees to perform, supply and finish upon the project described in the plans, specifications and contract documents (copies of which have been delivered to Subcontractor) within the scope of the plans, specifications and contract documents (copies of which have been delivered to Subcontractor) meaning of said plans, specifications and contract documents, with scope of work described below and including all tools, machinery, utilities, scaffolding, and anything else necessary and incident to the performance of the work.

Specifically: Tear off old built-up roof down to deck. Apply Polyglass Modified Bitumen Roofing system.

b. Payment Schedule: Payment for the above work, upon satisfactory completion by Subcontractor. In consideration whereof, pursuant to the terms and conditions set forth in this subcontract which contain the following: Fourteen Thousand dollars (\$ 14,000.00) (said amount includes any applicable sales tax) By check upon receipt of invoice for tearoff- \$4000.00. 2nd draw after dens-deck applied- \$5000.00.

c. Commencement and Completion of Work: Subcontractor agrees to complete all work in accordance with the plans, specifications and contract documents. Subcontractor agrees to promptly begin work as soon as notified by Contractor and complete the work as follows: Start work with the described work within 30 days or by 12/30/08. Attention is hereby directed to the fact that due to the failure of Subcontractor to complete its work promptly (subject to such extensions of time as Contractor may grant, acts of God, or other unavoidable casualties beyond Subcontractor's control) will be deducted from Subcontractor's time.

d. Contractor's Responsibilities: This project is to be performed in compliance with Federal and California laws and regulations. Subcontractor is an independent, licensed contractor and is responsible for its employees, sub-contractors, benefits, and insurances. If required by Contractor, Subcontractor will furnish a faithful performance and materials acceptable to Contractor.

e. Insurance: Subcontractor will carry insurance in an amount not less than \$ 1,000,000.

Is a Performance or Labor Bond Required? YES NO (if yes, specify amount)

f. Continuation: The specifications, provisions, terms and conditions on the back side and on any continuing sheets.

f. Acceptance: This contract is approved and accepted by the undersigned Subcontractor and Contractor for the work described herein. Both Contractor and Subcontractor understand that there are no oral agreements or understandings between the parties of this document, and specifications in this document, which contains multiple pages, is the entire agreement between the parties. Any change order in accordance with paragraph (8) on page two hereunder.

In Witness Whereof Contractor and Subcontractor have executed this contract this 30 th day of September, 2008.

Contractor: _____
 (Signature of Contractor or Contractor's Agent)

Subcontractor: _____
 (Signature of Subcontractor or Subcontractor's Agent)

Contractors are required by the Contractors State Board to investigate compliance regarding a patent or omission of the date of the alleged act or omission within 10 years of the date of the alleged act or omission. Questions concerning the Registrar's Office should be directed to the Registrar, California State Board of Contractors, Sacramento.



**THIS IS FORM SC1
SUBCONTRACT**

**THIS IS ONE OF THE FORMS
INCLUDED IN THE FULL VERSION OF
ACT CONTRACTORS FORMS ON DISK
FOR CALIFORNIA
GENERAL CONTRACTORS
SOFTWARE**

1.800.820.5656

Terms and Conditions

1. Main Contract. Subcontractor acknowledges that they have read and understand the contract between the Owner and Contractor (hereinafter referred to as "Main Contract") and that the terms, conditions, provisions, specifications and plans which are a part of that contract also apply to this subcontract. The Main Contract documents are available for inspection by Subcontractor at the time of signing this subcontract and at Contractor's offices upon appointment. Subcontractor agrees to comply with and perform all provisions in the Main Contract that are in any way applicable to subcontractor's performance of this subcontract. The Main Contract documents are incorporated herein as part of this subcontract.

2. Work. The work to be performed by Subcontractor is not necessarily included on one particular portion of the plans or in one particular section of the specifications or scope. Subcontractor will perform all of the work that falls within their specialty and within the general area of this subcontract, regardless of the fact that the work to be performed may be scattered throughout the plans, specifications, scope and any other contract document.

3. Licensing. Subcontractor represents it is and shall remain properly licensed under California State Contractors' License Law, and that its subcontractors and all sub-subcontractors are and will remain so properly licensed to perform all work under this subcontract.

4. Individual responsibility. If Subcontractor is a corporation, the individuals or individual who sign this subcontract on behalf of the corporation are jointly responsible with Subcontractor for performance of this subcontract.

5. Plans, specifications and quantities. The plans, specifications and this subcontract are intended to supplement each other but in the case of conflict, the plans shall control the specifications and this subcontract shall control both. If this subcontract is based upon unit price, all quantities or amounts mentioned are understood to be approximate and subject to change.

6. Insurance. Subcontractor, at their own expense, will maintain a workmen's compensation insurance policy and a comprehensive general liability insurance policy in amounts and form as specified in (E) on page one of this subcontract and such insurance shall remain in full force and effect during the entire course of this subcontract and until final acceptance of all work on the main contract. Immediately upon signing this subcontract, Subcontractor and its sub-subcontractors of every tier will supply to Contractor duly issued certificates of Insurance naming Contractor as additional insured for all operations pertaining to this subcontract. The liability insurance policy shall be endorsed in such a way that the insurance provided by this policy shall apply to Contractor as though a separate policy had been issued to Contractor and that the coverage afforded to Contractor is primary and any other insurance in force for Contractor will be excess and will not contribute to the primary policies. The certificate of insurance shall provide that Contractor will be given 30 days written notice prior to a cancellation of this policy. Subcontractor, upon demand of Contractor, will furnish satisfactory evidence to Contractor that he is conforming to all employment and workmen's compensation laws. Failure of Subcontractor to maintain complete insurance may be deemed a material breach allowing Contractor, at his option, to terminate this subcontract or to provide insurances at Subcontractor's expense. In neither case shall Subcontractor's liability be lessened. The failure of Contractor to demand delivery of insurance certificates shall in no way relieve Subcontractor of any obligations under this paragraph. Contractor or Owner is not responsible for providing any protective service for Subcontractor's benefit. Subcontractor is fully responsible for all care and safekeeping and assumes the risk of damage or loss of any of Subcontractor's tools, equipment or materials on the job site or work performed and releases Contractor and Owner from any responsibility or liability thereof.

7. Payment. Subcontractor shall submit to Contractor applications for payment at such reasonable times as to allow Contractor to apply for and receive payment from owner or construction fund holder. Contractor shall have the right to withhold any payments from Subcontractor, or to pay Subcontractor's labor, and/or material bills jointly so as to include another payee, if Subcontractor fails to present satisfactory evidence that all current bills for labor and materials or other liabilities have been paid in connection with this subcontract. Contractor reserves the right to make a direct payment to any mechanics' lien claimants and deduct the amounts so paid from the subcontract price. Before any payment is made, Subcontractor shall provide Contractor with labor and material releases, in proper statutory form, signed by Subcontractor and all its workers, all sub-subcontractors and all their workers, and all service, material, and equipment suppliers and shall release all lien rights for work performed and materials furnished through the date to which the payment applies. The fact that Contractor has made progress payments under this contract shall not be interpreted to imply that Contractor has inspected or approved the work performed by Subcontractor. Payments for extras will be made at the time of final payment.

8. Changes, alterations and substitutions. Changes to this subcontract must be made by written change order of Contractor. Contractor may at any time, without voiding this subcontract, order extra work or make other changes through executing a change order altering, adding to, or deducting from this subcontract with the subcontract price being adjusted accordingly. Upon request of Contractor, Subcontractor shall promptly submit detailed estimates of the cost of any extra work or deletions proposed by Contractor. No alteration, substitution, addition, omission, or change shall be made in the work, the materials and equipment supplied, nor in the manner and method of application or the performance of this subcontract in general, without written change order of Contractor. Subcontractor warrants that any substitution of equipment, materials, or method proposed shall be of equal or better quality and shall in all cases achieve the performance standards established by the Main Contract, this subcontract, and any contract documents. Any such change orders are a part of this subcontract and are incorporated herein and shall be executed under the conditions set forth in this subcontract. All claims for extension of time caused by a change order must be agreed upon at the time the change order is made. No one is authorized to execute a change order for any reason except Contractor.

9. Claims for extras. Subcontractor will make no claims for extras unless such extras are fully agreed upon prior to their performance by written change order with Builder's authorization and signature. Any extras that have not been approved by Contractor prior to their performance will be conclusively presumed to be included within the scope of the original subcontract and no additional compensation will be paid.

10. Supervision and Work Force. Subcontractor to remain constantly on the job during the progress of its work and to have a competent foreman, approved by Contractor, and employ sufficient workers to complete the work in the given time, except for delays caused by strike, Act-of-God, or other circumstances beyond the control of Subcontractor.

11. Permits, compliance and inspections. Subcontractor will apply for and obtain (at its own expense) any special permits required for Subcontractor's work. Subcontractor will comply with all applicable building codes, statutes, regulations, and ordinances of any governmental agency or authority and will be required to be present during all inspections that relate to this subcontract. Contractor shall have the right to demand production of such documents by Subcontractor, as necessary, to show the quality of materials used (and manufactured objects installed), on the job site. Subcontractor shall bear the entire expense of complying with this paragraph and shall receive no extra or additional compensation therefore.

12. Work failing any inspection. After receiving written notice from Contractor, Subcontractor, at its own expense, will proceed to correct or remove from the site, any materials or work done by Subcontractor which is found to be improper or unsound or is in any way failing to conform to this subcontract including the plans, specifications, or any change orders. If as a result of poor or unsatisfactory work by Subcontractor, payments are withheld to Contractor, Subcontractor shall be responsible for any loss sustained by Contractor and Contractor has the right to deduct from any payment to be made to Subcontractor the amount of such loss. Failure of Contractor to immediately

make such written notification on any work or materials when installed shall not in any way waive the right of Contractor to object thereto at any other time.

13. Damage to Work and Protection. Subcontractor shall protect the job site, the work of others, and Subcontractor's own work until completion and acceptance of the Main Contract. Subcontractor to pay for all building materials, sidewalks, driveways and curbs, and anything else damaged on the site through his operation including any damage to the work of others. Subcontractor shall protect his work from any inclement weather.

14. Cleanup. Subcontractor will clean up and remove all surplus materials and debris, (leaving work areas broom clean), resulting from performance of its work; or if not done within 24 hours upon notice, Contractor may remove and clean up same and charge this cost to Subcontractor.

15. Assignment and Bankruptcy. This subcontract shall not be assigned or sublet by Subcontractor, including assignment for the benefit of creditors, without the written permission of Contractor. If Subcontractor becomes bankrupt, Contractor has the right to cancel this subcontract and complete the work. If payments under this subcontract plus all costs of completion exceed the subcontract price, subcontractor will pay the difference upon demand.

16. Default, materials and equipment. In the event of default by Subcontractor, Contractor

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THIS IS THE BACK SIDE OF FORM SC1
SUBCONTRACT

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INCLUDED IN THE FULL VERSION OF
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