#41 Steeple Jack Roofing "No roof is too steep!"

SUBCONTRACT

1475 Jillbarr Court Fon Du Lac, WI 54935 Office ...920.xxx.xxxx Fax......920.xxx.xxxx bill@calform.com

Subcontractor's Name: Subcontractor's Address			Fax920.xxx.xxxx		
JOE SUBCONTRACTOR 41029 CORNAC COMMON					
Subcontractor's City, State, Zip	Subcontractor's Phone (s)	Subcontractor's Lic. No.	bill@calform.com		
BENICIA, CA 94510-4046	707.747.4735/707.747.4735	956879			
Subcontractor's Workmen's Comp. Carrier Name and Phone Number Subcontractor's Liability Insurance Carrier Name and Phone Number			Subcontractor's Tax I.D. Number		
State Fund 510.489.8569 Liberty Mutual 925.489.9696			98-5463569879		
Project Owner's Name Rockhead De 16-2009 AC Project Owner's Address 4785 Huntwood Avenue Project Address			Project Owner's City, State, Zip Hawward, CA 94659		
Project Address 99 pp (if different from Project			Transvalu, CA	Project Phone	
478596 Common, Fremont, 536				510.656.5665	
Construct Holder Name (Construct) Holder Address, City, State, Zip				Date	
Fre Bank	46589 nt Blvd. Ste	456		5L 8/30/09	
b. Payment Schedule: Payment for the above	s to perform, supply finish upon the verything, with the delivered to Soft documents, with him mecessary incident to the performance of the perfor	rformance RM "SC1" Subcontrac		contractor" ke manner, to the satisfa of this subcontract, calle , according to the true in , services, materials, equ	ed for in tent and hipment,
In consideration whereof, pursuant to the terms and Fourteen Thousand other contractor.				Subcontractor the s	
(said amount includes any applicable sales tax) By check upon				off- \$4000.00. 2nd	draw
dens-deck applied- \$5000.00. Balanc	e due on completion- 🗫				
c. Commencement and Completion of Work: Subcontractor agrees to consider a grees to promptly begin work as soon as notified by Contractor and complete it is soon as notified by Contractor and complete it is work promptly (subject to such examples of Subcontractor to complete it is work promptly (subject to such examples of God, or other unavoidable causalities beyond Subcontractor's contractor.				up by Contractor. Subcontractor tion and to complete the above this subcontract. Any penalties ys caused by acts or neglect of	
d. Contractor's Responsibilities: This project is to be performed in compliand laws. Subcontractor is an independent, licensed contractor and is responsible for and insurances. If required by Contractor, Subcontractor will furnish a faithfur to Contractor.				nd national building codes and 1 all applicable taxes, benefits, 1 bonding company acceptable	
e. Insurance: Subcontractor will carry insurance in an amount not less that				uired by the specifica	itions.
Is a Performance or Labor Bond Required?				14	
f. Continuation: The specifications, provision	s, terms and conditions on the back sic			o this contract.	
f. Acceptance: This contract is approved and accepted by the undersigned Subcontractor and and Contractor understand that there are no oral agreements or understandings between the parties of this schedule, and specifications in this document, which contains multiple pages, is the entire agreement between the 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 , 20 09 .				nd successors. Subcontractor venants, provisions, payment shall only be done by written	
Contractor: (Signature of Contractor or Contractor's Ag	ent)				
Subcontractor (Signature of Subcontractor or Subcontractor's	A gent)				

Terms and Conditions

- 1. Main Contract. Subcontractor acknowledges that they have read and understand the contract 1996-2009 to as "Main Contract") and that the terms, between the Owner and Contractor conditions, provisions, spec pection by Subcontractor at the subcontract. The Main tment. Subcontractor agrees time of signing this au at Contractor's office a all provisions in the Main Conta to comply with in any way applicable to ance of this subcontract. The Main Consubcontractor ments are incorporated herein as pa subcontract.
- ż 2. Work. k to be perfo necessaril d on one particular Ø ans or in o ations or portion section of ubcontractor will perform the work within their spe within t. ral area of this subco egardless g t that the work to be pe may be sc throughout the plans cations, se any other contract docume
- 3. L ng. Subco r represents it is and shall remain properly reg w, and that its subcontractors and all sub-subcoi under Texas actors' Lic Stat s are and will roperly lic perform all work under this subcontract. rem
- 4. I ual resp lity. If Subcontractor is a corporation, the indiv or individual who is subcont behalf of the corporation are jointly responsible w contractor for perf. **5.** P e of this s
- ഗ specifica and quantities. The plans, fications and libcontract are inten suppleme other but in the case of t, the pl ll control the specif and this s t shall control both. If thi tract is ba n unit price, all quantit understood to be a te and sul hange. 6. Insu a's compensation own exper
- na na age your cig. aintain a hi's compensa nce polition audits and forn rance dain in full force of all work countries audits su! insurance urance poli lounts and form as specified in ch insurance effect during a ourse of this subcontract and until final a contract. Immed signing this subcontract, Subcoror duly issued certif 114 every tier will sup grance 1 additional insured for a a. The lia Rights shall be endorsed in such a w y this policy s as though a separate policy had be ontractor and that Contractor is primary and any other insurance in force for Contractor contribute to the primary policies. The certificate of insurance shelling given 30 days written notice prior to a cancellation of this policies. Contractor, will furnish satisfactory evidence to Contractor and workmen's compensation laws. Failure of Subcor
- be deemed a material breach allowing Contractor, at his provide insurances at Subcontractor's expense. In neither lessened. The failure of Contractor to demand delivery relieve Subcontractor of any obligations under this r responsible for providing any protective service for Subc responsible for all care and safekeeping and assumes Subcontractor's tools, equipment or materials on the job Contractor and Owner from any responsibility or liability the
- 7. Payment. Subcontractor shall submit to Contractor application times as to allow Contractor to apply for and receive payme holder. Contractor shall have the right to withhold any pays Subcontractor's labor, and/or material bills jointly so as to fails to present satisfactory evidence that all current bills have been paid in connection with this subcontract. Co payment to any mechanics' lien claimants and ded price. Before any payment is made, Subcontractor sha releases, in proper statutory form, signed by Subco subcontractors and all their workers, and all service, matrelease all lien rights for work performed and materials fu-payment applies. The fact that Contractor has made progress be interpreted to imply that Contractor has inspected
- Subcontractor. Payments for extras will be made at the **8. Changes, alterations and substitutions.** C written change order of Contractor. Contractor m. order extra work or make other changes th deducting from this subcontract with t1 request of Contractor, Subcontractor extra work or deletions proposed by change shall be made in the work, t method of application or the perform order of Contractor. Subcontractor v method proposed shall be of equal or be standards established by the Main Contr such change orders are a part of this subco-under the conditions set forth in this subcochange order must be agreed upon at the time
- execute a change order for any reason except Co. 9. Claims for extras. Subcontractor will make agreed upon prior to their performance by written c signature. Any extras that have not been approved by Co. conclusively presumed to be included within the scope of the compensation will be paid.
- 10. Supervision and Work Force. Subcontractor to remain c progress of its work and to have a competent foreman, approved sufficient workers to complete the work in the given time, except for Act-of-God, or other circumstances beyond the control of Subcontrac
- 11. Permits, compliance and inspections. Subcontractor wil own expense) any special permits required for Subcontractor's wor with all applicable building codes, statutes, regulations, and ordinance or authority and will be required to be present during all inspections Contractor shall have the right to demand production of such doc necessary, to show the quality of materials used (and manufacture site. Subcontractor shall bear the entire expense of complying wit no extra or additional compensation therefore
- 12. Work failing any inspection. After receiving written at it's own expense, will proceed to correct or remove from the Subcontractor which is found to be improper or unsound or is i subcontract including the plans, specifications, or any change unsatisfactory work by Subcontractor, payments are withheld to responsible for any loss sustained by Contractor and Contractor h... payment to be made to Subcontractor the amount of such loss. Failure 6.

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, sidewalls ways and curbs, and anything else damaged on the site through his operation incl mage to the work of others. Subcontractor shall protect his work from any in
- 14. Cleanup. Subcontractor will clean up work areas broom clean), resulting from p upon notice, Contractor may remove and
- 15. Assignment and Bankrui Subcontractor, including assign Contractor. If Subcontractor and complete the work. If w subcontract price, subcor
- 16. Default, material may after 48 hour no the 48 hour notice All materials del construction surplus mate scaffolding shall res

materials and debris, (leaving if not done within 24 hours st to Subcontractor.

assigned or sublet by e written permission of cancel this subcontract of completion exceed the

Subcontractor, Contractor ;, at his option, will rescind ficiently to cure the default. d to be incorporated into the ne Owner as delivered. Any letion of this subcontract. All t onto the site by Subcontractor completion of this subcontract ent or machinery may be used by nage and without prejudicing oss sustained by reason of said

h scheduling information promptly e the components of the work. If d work overtime without additional of the Main Contract as to timely ompetent help to complete the several to enable Contractor to fully comply with ty-eight hours written notice, eject the erials, and equipment, and complete this ocontractor's account without prejudice to mage sustained. If Contractor takes over the d the cost of completion is greater than those if the cost of completion is greater than the erein agrees to reimburse Contractor for any s upon demand. Any remaining funds in is subcontract by Contractor will be paid to 48 hours notice Subcontractor fails to meet uch work, equipment, and materials as needed to the cost of such equipment, work and material shall tractor is assessed liquidated damages by Owner for d if this delay has been caused by Subcontractor, nese liquidated damages resulting from it's actions or orking schedule. If Subcontractor contends that any act r has caused delay of Subcontractor, Subcontractor shall ntractor in sufficient time to enable Contractor to comply nd in no event shall presentation of such written notice of commencement of delay).

's warranties. Subcontractor guarantees that all work erials supplied will meet or exceed the requirements of the y and Subcontractor extends to Contractor and Owner the stractor by the Main Contract. Subcontractor to furnish to uarantee covering all defects in labor and material, (unless iod of guarantee), for a period of one year from the date of rom the date of first occupancy whichever is later. If corrective efect occurs), because of breach of contract by Subcontractor, corrective work even though the one year period following project has expired. All warranties extended by the manufacturers talled by Subcontractor shall be given to Contractor.

ntract calls for arbitration, and an arbitration concerning or relating menced between Owner and Contractor, Subcontractor shall upon a party to such arbitration and shall submit to any award that may be on arises regarding the work under this subcontract, or regarding the intract, or regarding rights and obligations of Contractor and o the terms and provisions of this subcontract including any dispute ations or other contract documents, such questions or dispute shall be pitration shall be had in accordance with the Construction Industry merican Arbitration Association, in effect at the time the arbitration is ay be entered on the award. If any party does not appear at or participate s, the arbitrator is empowered to decide the controversy in accordance with resented by the party(ies) that do participate. In the event arbitration is y hereto, the arbitrator, as it shall deem proper, shall award to the prevailing mable attorney's fees and costs. The Owner, Contractor, Architect, all il Sub-Subcontractors are bound, each to the other, by this arbitration clause, grees that it's subcontracts will contain an arbitration provision providing that question arising out of the performance of any subcontract or sub-subcontract ite over the plans and specifications or other contract documents shall be subject ecified in this paragraph. Subcontractor agrees that it will be liable to Contractor uit, including reasonable attorney fees, arising of any lawsuit brought against wner by any sub-subcontractor of any tier whose agreement with Subcontractor 1 like arbitration provisions to those in this paragraph, or if Subcontractor fails to its sub-subcontractors any provision of this subcontract.

- es. In the event litigation arises out of this subcontract or the performance thereof, rty(ies) are entitled to all legal, arbitration, and attorney fees. The court shall not be ard fees based on any set, court fee schedule but shall if it so chooses, award the true Il costs, expenses and attorney fees paid or incurred.
- e. Any notice required or permitted under this subcontract may be given by ordinary mail dress of both parties contained on page one of this subcontract. This address may be from time to time by written notice given by one party to the other. After a notice is osted and deposited in the mail, it shall be deemed received after one (1) day walidity. If any provision, term, or condition in this subcontract is held to be invalid, void, or otherwise

orceable, the remaining provisions, terms, or conditions shall nevertheless continue in full force Page two of 2 Total Pages