



ABC Construction

SUBCONTRACT

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

General Contractor's Name: Clampett Construction		General Contractor's Address: 478569871 Clampett Common, Unit B45	
General Contractor's City, State, Zip: Benicia, CA 94510		General Contractor's Phone (s): 707.747.4735 / fx800.820.5656	General Contractor's Lic. No.: 959869
Project Owner's Name: John Q. Homeowner		Project Owner's Address: 65689 Cornac Terr.	
Project Address, City, State, Zip (if different from Project Owners): 427 JillBarr Lane, Oak Grove, CA 99999-9999			
Construction Fund Holder Name (if any): WestAmerica Bank		Construction Fund Holder Address, City, State, Zip: 65897 Solano Square, Be.	

This Contract is by and between **YOUR COMPANY NAME HERE** hereinafter referred to as "Con- the undersigned, hereinafter referred to as "General". If "General" is a General Contractor and also the both as it's own contractor and as owner.

a. Description of work: Contractor agrees to perform, supply and finish upon the project described above the scope of Contractor's license and the bounds of this contract, called for in the plans, specifications and

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



**THIS IS FORM SC3
 SUBCONTRACT (YOU ARE THE SUB)**

**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

b. Payment Schedule: Payment for the above work, upon completion by Contractor, shall consideration whereof, pursuant to the terms and conditions set forth in this contract which conta Fourteen Thousand Seven Hundred Fifty-Four Dollars & 59 cents in installments as follows: By check upon receipt of invoice for the follow \$4000.00. Second draw after dens-deck applied- \$5000.00. Balanc

Payment(s) for extra work shall be paid: Upon completion of the extra work and s

c. Commencement and Completion of Work: Contractor agrees to complete all work in accordance with Contractor agrees to begin work within a reasonable time after being notified by General and complete the work v to such extensions of time as Contractor & General shall deem justified for delays caused by acts of God or other i not limited to acts of others, inclement weather, labor troubles, extra work, and/or the failure of Contractor to rec

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

d. Contractor's Responsibilities: This project is to be performed in compliance with Federal and Californi and laws. Contractor is an independent, licensed contractor and is responsible for it's employees, sub-Contract and insurances. If required by General, Contractor will furnish a faithful performance and material and labor l company acceptable to General.

e. Continuation: The specifications, provisions, terms and conditions on the back side and on any contin

f. Acceptance: This contract is approved and accepted by the undersigned Contractor and General for then General understand that there are no oral agreements or understandings between the parties of this document. schedule, and specifications in this document, which contains multiple pages, is the entire agreement between written change order in accordance with paragraph (5) on page two hereunder.

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

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

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

**Contractors are requ
 Contractors State L
 investigate complaints
 patent act or omissio
 alleged violation. A
 pertaining to stru
 date of the alleg
 may be referr
 P.O. Box 260**

Terms and Conditions

1. Main Contract Documents. General agrees to provide a copy of the plans, specifications, and parts of the main contract with the owner that apply to the performance by Contractor of the work under this contract. Contractor agrees to comply with and perform all provisions in the Main Contract that are applicable to Contractor's performance of this contract. The Main Contract documents are incorporated herein as part of this contract. Contractor shall not in any case, be responsible for any assessments of charges required by any government agencies or public or private utilities such as but not limited to assessments for financing or repaying the costs of sewers, storm drains, water service, schools or other public works or properties, or any other utilities or hookup or connection fees, unless specified in this contract.

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

3. Plans, specifications & quantities. The plans, specifications and this contract are intended to supplement each other but in the case of conflict, the plans shall control the specifications and this contract shall control both. If this contract is based upon unit price, all quantities or amounts mentioned are understood to be approximate and subject to change when actual quantities and amounts are calculated from measurement of the finished job.

4. Payment. Contractor shall submit to General applications for payment as per the payment schedule on page one of this contract. Before any payment is made, Contractor shall provide General with labor and material releases, in proper statutory form and shall release all lien rights for work performed and materials furnished through the date to which the payment applies. Payments for extras will be made at the time stated in the payment schedule on page one of this contract. In any case, General shall pay Contractor, within ten (10) days of receipt from owner, the amount allowed by the owner to the General for work performed by Contractor during the preceding pay period.

5. Changes, alterations and substitutions. Changes to this contract must be made by written change order of Contractor. General may at any time, without voiding this contract, order extra work or make other changes through executing a change order altering, adding to, or deducting from this contract with the contract price being adjusted accordingly. All parties will negotiate the amount to be added to or subtracted from the contract price. Upon request of General, Contractor shall promptly submit detailed estimates of the cost of any extra work or deletions proposed by Contractor. Contractor 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 and cosmetic standards established by the Main Contract, this contract, and any contract documents. Any such change orders are a part of this contract and are incorporated herein and shall be executed under the conditions set forth in this contract.

6. Permits, compliance and inspections. Contractor will apply for and obtain any special building permits required for Contractor's work and the expense of such special permits shall be included in the price of this contract unless otherwise stated herein. Contractor shall not be obligated to pay any part of the primary building permit obtained by General or Owner, if such a permit exists, even though Contractors work may be covered under that primary permit. Contractor shall not be responsible to pay any assessments or charges as specified in provision (1) above. Contractor will comply with all applicable building codes, statutes, regulations, and ordinances of any governmental agency or authority. Contractor will comply with all applicable building codes, statutes, regulations, and ordinances of any governmental agency or authority.

7. Cleanup & Surplus. Contractor will clean up and remove all surplus materials and debris, (leaving work areas broom clean), resulting from performance of it's work. All surplus material is the property of Contractor.

8. Labor and Materials. Contractor shall pay all valid charges for labor and materials used on the work covered in this contract, but is excused from this obligation for all bills received in any period in which General is not current with progress payments to Contractor.

9. Destruction of the premises. If the building is destroyed by fire, vandalism, or other catastrophe, Contractor shall be paid the contract value of all work performed to that point and shall be relieved of any further obligations under this contract.

10. Construction Lender. General hereby authorizes the construction lender to make all payments directly to Contractor when due. General represents that the amount of the construction loan is sufficient to pay the price of this contract and that the scope of this contract is included in the construction loan account.

11. Guarantee and manufacturers warranties. Contractor to furnish to General and Owner a written guarantee covering all defects in labor, (unless specifications call for a longer period of guarantee), for a period of one year from the date of completion of this contract. Any material, product or equipment warranties that may exist are the sole responsibility of the manufacturer of the materials, products or equipment installed.

12. Arbitration. If any question arises regarding the work under this contract, or regarding the performance of this contract, or regarding rights and obligations of Contractor and General with respect to the terms and provisions of this contract including any dispute over the plans and specifications or other contract documents, such questions or dispute shall be subject to arbitration. Arbitration shall be had in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, in effect at the time the arbitration is initiated, and judgment may be entered on the award. If any party does not appear at or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented by the party(ies) that do participate. In the event arbitration is instituted by either party hereto, the arbitrator, as it shall deem proper, shall award to the prevailing party or parties reasonable attorney's fees and costs.

13. Legal Fees. In the event litigation or arbitration arises out of this contract or the performance thereof, prevailing party(ies) are entitled to all legal, arbitration, and attorney fees. The court or arbitrator shall not be bound to award fees based on any set, fee schedule but shall if it chooses, award the true amount of all costs, expenses and attorney fees paid or incurred.

14. Notice. Any notice required or permitted under this contract may be given by ordinary mail at the address of both parties contained on page one of this contract. This address may be changed from time to time by written notice given by one party to the other. After a notice is correctly posted and deposited in the mail, it shall be deemed received after one (1) day.

15. Invalidity. If any provision, term, or condition in this contract is held to be invalid, void, or unenforceable, the remaining provisions, terms, or conditions shall nevertheless continue in full force.