

**SUBCONTRACT
FRC, INC.**

9680 Old Redwood Hwy., Windsor, CA 95492

Subcontract Number _____

THIS SUBCONTRACT is entered into as of this _____ day of _____, 20____, by and between FRC, INC., a California corporation, herein called "CONTRACTOR," and _____ located at _____, telephone _____, herein called "SUBCONTRACTOR".

WITNESSETH

CONTRACTOR has entered into a contract dated _____, with _____ herein called "OWNER," to construct _____,

which contract is herein called the "General Contract," and SUBCONTRACTOR acknowledges that it is familiar with all of the terms and conditions of the General Contract, NOW, THEREFORE, CONTRACTOR and SUBCONTRACTOR agree as follows:

1. SCOPE OF WORK TO BE PERFORMED. SUBCONTRACTOR shall perform the work described below, which is a portion of the work required of CONTRACTOR under the General Contract. SUBCONTRACTOR shall perform the work to the same extent and in the same manner as CONTRACTOR is required to perform under the General Contract. SUBCONTRACTOR shall commence performance within 7 days after notice by CONTRACTOR.
2. FIXED PRICE. SUBCONTRACTOR shall accept \$0.00 (_____ Dollars & 00/100) as full compensation for doing all of the work called for by this Subcontract, and for furnishing all of the labor, supervision, materials, tools, equipment, supplies, bonds, insurance and other items used in, upon, for or incidental to the work. Under no circumstances shall any adjustments in price be made except as specifically set forth in this Subcontract.
3. SPECIAL CONDITIONS.
4. GENERAL CONDITIONS. The General Conditions attached hereto, consisting of Articles 1 through 17, are incorporated as part of this Subcontract as though fully set forth.
5. INCORPORATION OF GENERAL CONTRACT. The General Contract in its entirety, including all plans, drawings, specifications, general and special conditions and provisions, supplements, schedules, addenda, amendments and change orders, issued and to be issued, and all other contracts or documents incorporated therein by reference, is incorporated as a part of this Subcontract as though fully set forth. SUBCONTRACTOR shall be bound by the General Contract and any interpretations, rulings or decisions thereunder to the same extent as CONTRACTOR. SUBCONTRACTOR assumes toward CONTRACTOR all liabilities, responsibilities, duties, obligations, guarantees and warranties assumed by CONTRACTOR toward OWNER under the General Contract with respect to the work to be performed under this Subcontract. All rights and remedies reserved to OWNER under the General Contract shall be available to and possessed by CONTRACTOR in all dealings with SUBCONTRACTOR.
6. COMPLETE AGREEMENT. This document contains all of the representations, promises and provisions agreed upon by the parties and supersedes all prior negotiations and proposals. There are no earlier or contemporaneous agreements not included or provided for in this Subcontract. No agent or representative of either party had or has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments or modifications of this Subcontract shall be valid unless made in a writing signed by both parties.
7. ADDITIONAL PROVISIONS. The following documents are attached and specifically incorporated into this agreement as though fully set forth herein:

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|-----------|--|
| EXHIBIT A | PROJECT INFORMATION MANUAL |
| EXHIBIT B | BILLING PROCEDURES |
| EXHIBIT C | INSURANCE REQUIREMENTS |
| EXHIBIT D | SCOPE OF WORK |
| EXHIBIT E | PUBLIC WORKS REQUIREMENTS: California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 are incorporated into this subcontract per the attached supplement. |
| EXHIBIT F | PREVAILING WAGE OBLIGATIONS SUBCONTRACTOR FINAL AFFIDAVIT |

IN WITNESS WHEREOF, the parties have executed this Subcontract as of the day and the year first above written.

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 260 00, Sacramento, California, 95826.

FRC, Inc.

By _____
Frank Ruggirello, President

Date: _____

California Contractor's License No. 715667

By _____
Please Print or Type

Signature: _____

Title: _____

Date: _____

State Contractor's License No. _____

DIR# _____

Fed. ID. No. _____

NOTE: This document has important legal consequences. Consultation with an attorney prior to execution of this document is encouraged.