



## COVER LETTER

Project Number  
Subcontractor Name

Project Name

Contract Date:

DIR #

Material Shipment Address:

### INTRODUCTION

The "Project Information Manual" establishes the requirements for construction operations for this project. The information contained in this manual is an integral part of the Contract Documents and shall have the same force and effect as the terms & conditions of the material contract or subcontract agreement. We have a philosophy that a team relationship between our management and employees, subcontractors, suppliers, architects, and the owner is an essential element of a successful project. The foundation for teamwork is open communication. This manual is intended to communicate our expectations to you and we welcome you to communicate your needs and expectations to us.

**Enclosed find your subcontract documents for the above referenced project. Please review and proceed with the following:**

1. **Sign via DocuSign Subcontract Agreement**
2. **Initial & Return Exhibit A** Scope of Work.
3. **Initial & Return Exhibit B** Billing and Payment Procedures.
4. **Sign & Return Exhibit C-1** Public Works Labor Law Requirements, **Initial Exhibit C-2** and **Exhibit C-3**
5. **Initial & Return Exhibit D** Insurance Requirements. **Submit certificate of insurance immediately.**
6. **Submit Monthly Exhibit E** Monthly Pay Application (Due the 25th of each month).
7. **Sign & Return Exhibit F** at project completion with FINAL closeout documents.
8. **Complete & Return Monthly Exhibit G-2, Sign and Return Exhibit G-3** with final closeout (LLB Only) ✓
9. **Sign & Return Exhibit H** Jobsite Checklist
10. **Sign & Return Exhibit I** Sub-Tier Information
11. **Use Exhibit J** Preliminary Notice Information" for your information for the job
12. **Submit via Email** W-9 Form and return via email (for new subcontractor relationships)
13. **Upload to e-Mars Forms DAS 140, DAS 142, and Fringe Benefit Statement**
14. **Email Injury & Illness Prevention Program & Material Safety Data Sheets** to gina@frcinc.biz
15. **Email Schedule of Values** to Project Manager at PM Email & Accounting at accounting@frcinc.biz

IMPORTANT: Contracts must be signed and returned within 5 days of receipt. FRC, Inc. cannot process subcontract agreements and pay applications until exhibits (B, D, E, H & I) have been initialed and returned. In addition, labor compliance documents (DAS 140, DAS 142, and Fringe Benefit Statement) must be returned and uploaded to eMars when applicable.

### SUBMITTAL PROCESS

Make all submittals in a timely manner to secure necessary approvals and lead time to adhere to the project schedule. Allow 14 days for return of shop drawings. All submittals must be received by the General Contractor within 7 days of receipt of contract due to the short project duration. Please reference applicable spec section.

Submittals shall be provided as follows, or in accordance with the specifications:

1. All submittals except samples shall be emailed to gina@frcinc.biz and PM Email in a PDF format. Submit (1) PDF per spec section.
2. Three (3) samples are required. If you require more than one (1) sample to be returned to your firm, please submit accordingly.
3. No substitutions or deviations from the drawings and/or specifications will be allowed without submitting a substitution form for approval.

Please contact the Project Manager Project Manager or the Superintendent Superintendent should you have any questions or comments regarding the terms of the contract. You may contact me if you have questions regarding the above information.

Sincerely,

Gina Tomrose, Project Administrator

[gina@frcinc.biz](mailto:gina@frcinc.biz)

FRC, Inc.



# SUBCONTRACT AGREEMENT

Project Number \_\_\_\_\_  
Subcontract Number \_\_\_\_\_  
Project Name \_\_\_\_\_

THIS SUBCONTRACT is entered into as of \_\_\_\_\_, 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 \_\_\_\_\_ 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:

EXHIBIT A	SCOPE OF WORK
EXHIBIT B	BILLING PROCEDURES
EXHIBIT C	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 D	INSURANCE REQUIREMENTS
EXHIBIT E	MONTHLY PAY APPLICATION FORM
EXHIBIT F	PREVAILING WAGE OBLIGATIONS SUBCONTRACTOR FINAL AFFIDAVIT
EXHIBIT G	SKILLED AND TRAINED WORKFORCE REQUIREMENTS
EXHIBIT H	SUBCONTRACTORS JOBSITE CHECKOFF LIST
EXHIBIT I	SUBCONTRACTORS SUB-TIER INFORMATION



# SUBCONTRACT AGREEMENT

## SUBCONTRACT GENERAL CONDITIONS

1. SUBCONTRACTOR QUALIFICATIONS, INVESTIGATION AND RELATIONSHIP.
  - a) SUBCONTRACTOR represents that it is fully experienced, properly qualified as an expert and duly licensed to perform the work called for in this Subcontract, and that it is adequately equipped, organized and financed to handle such work. SUBCONTRACTOR shall finance its own operations hereunder.
  - b) SUBCONTRACTOR represents that it has examined the General Contract and this Subcontract and is familiar with the terms and conditions thereof and hereof, that it has fully acquainted itself with the job site conditions, and that it has made all investigations essential to a full understanding of the work required and is not relying on any statements, representations or information made or furnished by CONTRACTOR. As between the parties, SUBCONTRACTOR shall bear all risks as to the proper completion of the work on the terms and conditions set forth in the General Contract and this Subcontract.
  - c) SUBCONTRACTOR shall operate as an independent contractor of CONTRACTOR and shall not be under the direction of CONTRACTOR as to the means of performance hereunder but only as to the result to be obtained. Nothing contained herein shall be deemed to constitute SUBCONTRACTOR or any of its employees as an employee, agent, partner or other legal representative of CONTRACTOR or OWNER. SUBCONTRACTOR shall not interfere with CONTRACTOR'S relationship with OWNER.
2. SCOPE OF WORK, PERFORMANCE STANDARDS AND INSPECTIONS.
  - a) The work to be performed by SUBCONTRACTOR under this Subcontract (sometimes herein called the "work") consists of the work specifically set forth in this Subcontract, as well as any and all other work incident or related thereto, including without limitation any work required by applicable laws, orders, regulations or codes or any work otherwise reasonably necessary for a complete and proper project. SUBCONTRACTOR shall provide, at its own expense, all tools, equipment, scaffolding, hoisting facilities, water, heat, light, power, electricity, ventilation, storage space, shop and working drawings, and other items and services necessary for the proper performance of SUBCONTRACTOR'S obligations hereunder.
  - b) All work shall be performed by SUBCONTRACTOR in a neat, skillful and good workmanlike manner. All materials furnished by SUBCONTRACTOR shall be new and of the best description and quality of their respective kinds, unless otherwise specified by CONTRACTOR in writing. All work of SUBCONTRACTOR shall be fit, both as to workmanship and materials, for its intended use. SUBCONTRACTOR guarantees that all work performed and materials furnished will strictly comply with the General Contract and this Subcontract, and further guarantees its work to such extent and for such time as may be specified in the General Contract.
  - c) All work and materials of SUBCONTRACTOR, wherever located, shall be subject to inspection and approval by OWNER and CONTRACTOR. SUBCONTRACTOR shall provide safe and adequate facilities for such inspection, and shall afford full and free access to the shops, factories and other locations where the work is being performed. SUBCONTRACTOR shall also provide samples, drawings, schedules, lists, test reports, certificates, warranties, manuals and other information as may be required by CONTRACTOR.
  - d) Approval by OWNER or CONTRACTOR of items inspected or reviewed shall not relieve SUBCONTRACTOR of responsibility for complying with the terms and conditions of the General Contract and this Subcontract.
  - e) Without limiting the generality of Article 9 hereof, if any part of the work or any material is determined by OWNER or CONTRACTOR to be improper or defective, SUBCONTRACTOR shall at its own expense correct or, at CONTRACTOR'S election, remove, dispose of and replace the same. SUBCONTRACTOR shall commence corrective or replacement work immediately upon notice to do so.
  - f) SUBCONTRACTOR shall perform its work so that the premises shall at all times be clean, orderly and free from debris. Upon termination or completion of its work or upon notification by CONTRACTOR, SUBCONTRACTOR shall remove all unused materials and all tools, equipment, utilities and facilities furnished by SUBCONTRACTOR, clean up all refuse and debris, and put the premises in a clean and orderly condition.
  - g) If SUBCONTRACTOR'S work entails handling or otherwise involves any Hazardous Material or Hazardous Waste (as defined below), or SUBCONTRACTOR'S work may create or expose any person now or in the future to any such material or waste, then SUBCONTRACTOR shall immediately notify CONTRACTOR in writing and take all actions necessary or advisable to comply with all laws, orders, regulations and codes relating to such material or waste. Without limiting the generality of Article 13 hereof, SUBCONTRACTOR shall indemnify, save harmless and defend CONTRACTOR, and its directors, officers, agents and employees, from and against any and all damages (including without limitation direct, liquidated, consequential, incidental or other damages), claims, debts, demands, judgments, awards, losses, liabilities, interest, attorneys' fees, and costs and expenses of whatsoever kind or nature, which relate in any manner to any Hazardous Material or Hazardous Waste involved in or created by SUBCONTRACTOR'S work. As used herein, the term "Hazardous Material or Hazardous Waste" shall mean any hazardous material, waste, chemical or other substance, including without limitation (i) any "hazardous chemical" as such term is defined by regulations promulgated under the Williams-Steiger Occupational Safety and Health Act of 1970, at 29 CFR ' 1910.1200 (or any successor regulations), (ii) any substance set forth in the list of hazardous substances promulgated under California Labor Code Section 6380, as set forth in ' 339 of Title 8 of the California Administrative Code (or any successor regulations) and (iii) any other material, waste, chemical or other substance which is designated or determined to be hazardous pursuant to any other law, order, regulation or code.
3. PAYMENTS TO SUBCONTRACTOR.
  - a) CONTRACTOR anticipates receiving progress payments from OWNER under the General Contract. Within 10 days after CONTRACTOR receives each such payment, CONTRACTOR shall pay to SUBCONTRACTOR an amount equal to 95% of the amount earned by SUBCONTRACTOR for work completed by SUBCONTRACTOR with respect to which CONTRACTOR has itself received payment. The estimates of CONTRACTOR as to the amount of work completed by SUBCONTRACTOR shall be final and binding. The remaining 5% due SUBCONTRACTOR shall be paid within 35 days after the final completion and acceptance of

CONTRACTOR'S work by OWNER and receipt by CONTRACTOR of its final payment from OWNER. In no event shall CONTRACTOR have any obligation to pay SUBCONTRACTOR for any work performed under this Subcontract until CONTRACTOR has had a reasonable time to make payment to SUBCONTRACTOR. Reasonable Time shall be determined according to the relevant circumstances, but in no event shall be less than the time CONTRACTOR, CONTRACTOR'S sureties, and SUBCONTRACTOR require to pursue to conclusion their legal remedies against OWNER or other responsible party to obtain payment, including (but not limited to) mechanics lien remedies. SUBCONTRACTOR agrees to furnish, if and when required by CONTRACTOR, payroll affidavits, receipts, vouchers, releases of claims for labor, and material, and agrees to furnish same from its subcontractors, suppliers and/or material men in form satisfactory to CONTRACTOR, prior to receipt of any payment.

- b) No payment made shall be conclusive evidence of the performance of this Subcontract, either wholly or in part, and no payment shall be construed to be an acceptance of improper or defective work or materials.
- c) Notwithstanding anything to the contrary in this Article 3, payments otherwise due SUBCONTRACTOR may be withheld in whole or in part by CONTRACTOR on account of: a reasonable determination by CONTRACTOR that SUBCONTRACTOR may not complete its performance hereunder within the time or in the manner required; any event of default as provided in Article 9 hereof or any other breach by SUBCONTRACTOR of any term or condition set forth herein; any obligation of SUBCONTRACTOR to indemnify CONTRACTOR or any other person as provided in Article 13.a hereof; or any right of CONTRACTOR to apply any amount owing to SUBCONTRACTOR under this Subcontract against any other amount as provided in Article 13.c hereof. If the foregoing conditions are remedied by SUBCONTRACTOR, the withheld payments shall promptly be made, subject to any of CONTRACTOR'S other rights hereunder or under law.
- d) CONTRACTOR may, at its election, pay all or any part of the Subcontract price in a greater amount or at an earlier time than specified herein. In such event, all other terms and conditions of this Subcontract and any bonds furnished hereunder shall not be affected and shall remain in full force and effect.
- e) The acceptance by SUBCONTRACTOR of any progress payment from CONTRACTOR shall constitute a release of CONTRACTOR from any liability or claim arising or incurred during the payment period, except with respect to any amount withheld by CONTRACTOR. The acceptance by SUBCONTRACTOR of the final payment from CONTRACTOR shall constitute a general release of CONTRACTOR from all liabilities and claims.

#### 4. PROGRESS AND CONTROL OF WORK.

- a) Time is of the essence of this Subcontract. SUBCONTRACTOR shall commence work after being notified by CONTRACTOR, shall perform field work at such points as CONTRACTOR may from time to time designate, shall conform to CONTRACTOR'S progress schedules, including any changes made by CONTRACTOR in the scheduling of work, and shall continue to perform diligently all work to completion in accordance with progress schedules designated by CONTRACTOR or any revisions thereto. SUBCONTRACTOR shall at all times furnish and have available sufficient and satisfactory workers, supervisors, materials, tools, equipment, supplies and other items necessary to perform the work in accordance with such progress schedules.
- b) If at any time SUBCONTRACTOR shall fail to maintain adequate progress, upon the direction of CONTRACTOR, SUBCONTRACTOR shall at its own expense provide additional equipment and work forces, provide overtime and additional shifts, and expedite the furnishing of materials and supplies so as to meet the progress schedules.
- c) Without limiting the generality of Article 13 hereof, if SUBCONTRACTOR shall delay in performing its work, or cause any delay in the performance of work by others, or otherwise fail to perform its obligations under this Article 4, SUBCONTRACTOR shall reimburse CONTRACTOR for any resulting damages (whether direct, liquidated, consequential, incidental or otherwise) assessed against or suffered by CONTRACTOR, including but not limited to, any increased general conditions costs.
- d) CONTRACTOR shall have complete control of the premises on which the work is to be performed. CONTRACTOR shall have the right to determine the time and sequence in which the various portions of the work shall be performed, the priority of the work of SUBCONTRACTOR among that of CONTRACTOR and other subcontractors and, in general, all matters respecting the timely and orderly conduct of the work of all subcontractors on the premises. SUBCONTRACTOR shall cooperate with CONTRACTOR and others engaged in work on the project, and shall coordinate its work with that of all others so as to facilitate the efficient and timely completion of the entire project.
- e) Before commencing any work under this Subcontract, SUBCONTRACTOR shall accurately check and verify all previous and surrounding work done by others and determine the correctness of such work. The failure of SUBCONTRACTOR to detect and report to CONTRACTOR, in writing, before commencing its work, any existing discrepancies or nonconformities shall relieve CONTRACTOR of any and all responsibility for such discrepancies and nonconformities, and SUBCONTRACTOR shall be responsible and liable for all resulting damages, costs and expenses arising as a result of discrepancies and nonconformities which should have been discovered by SUBCONTRACTOR. It is expressly understood that the CONTRACTOR may furnish the SUBCONTRACTOR layout or other job information or direction, but the correctness of the information must be verified and used by the SUBCONTRACTOR at its own risk.
- f) SUBCONTRACTOR shall keep a representative at the job site at all times SUBCONTRACTOR'S work is in progress. Such representative shall be authorized to represent SUBCONTRACTOR as to all aspects of the work. SUBCONTRACTOR shall promptly notify CONTRACTOR of the representative's name, address and telephone number, and of any subsequent changes therein.
- g) If OWNER shall terminate the General Contract, stop or suspend work under the General Contract or fail to pay when due any sum payable under the General Contract, CONTRACTOR may order SUBCONTRACTOR to stop or suspend work. CONTRACTOR shall be liable to SUBCONTRACTOR for any such stoppage or suspension only if and to the extent that OWNER is liable and actually pays CONTRACTOR therefor.

#### 5. BONDS AND ASSURANCES OF FINANCIAL RESPONSIBILITY.

- a) Upon 10 days written notice given at anytime during the course of performance, SUBCONTRACTOR shall deliver a Performance Bond in the full amount of the Subcontract price, guaranteeing the full performance of all the terms and conditions of this Subcontract, and a Labor and Materials Payment Bond in the full amount of the Subcontract price

guaranteeing that SUBCONTRACTOR shall pay promptly and fully all charges and costs incurred by it in connection with the work. Such bonds shall be executed on forms and by a surety or sureties satisfactory to CONTRACTOR. No change, alteration or modification in or deviation from the terms or conditions of this Subcontract shall release or exonerate any surety on any bond. The bonds shall extend to and cover any charges performed by SUBCONTRACTOR pursuant to this Subcontract. The premiums for the bonds shall be paid by SUBCONTRACTOR.

- b) SUBCONTRACTOR shall furnish such other reasonable assurances of financial responsibility as CONTRACTOR may demand.

#### 6. THIRD PARTY CLAIMS.

- a) SUBCONTRACTOR shall promptly pay, discharge or provide adequate security for the payment of all claims of any persons or entities furnishing or claiming to have furnished labor, supervision, materials, tools, equipment, supplies or incidentals used in, upon or for the work called for by this Subcontract, whether or not as to any such claim a lien or right of enforcement is established upon or against the work, the real property upon which the work is situated, any bond furnished by CONTRACTOR or any moneys payable to CONTRACTOR or OWNER. SUBCONTRACTOR shall also promptly pay, discharge or provide adequate security for the payment of all claims relating to any employee fringe benefit programs or trusts for contributions or payments required to be made with respect to labor performed in connection with the work.
- b) As a condition precedent to any progress payment, CONTRACTOR may require SUBCONTRACTOR to submit satisfactory evidence (including waivers and releases in favor of OWNER and CONTRACTOR) of compliance with the foregoing; such evidence must be submitted as a condition precedent to the final payment.
- c) CONTRACTOR may, at its election, issue joint checks payable to SUBCONTRACTOR and any person, entity or employee fringe benefit program or trust referred to herein to the extent that CONTRACTOR determines such arrangement is necessary to assure that claims are paid or discharged.
- d) All payments made to SUBCONTRACTOR by CONTRACTOR under this Subcontract shall constitute a trust fund for the benefit of SUBCONTRACTOR'S creditors in connection with the work performed hereunder. SUBCONTRACTOR hereby consents to act as trustee under that trust, and agrees not to divert to any other purpose payments received from CONTRACTOR until claims have been fully paid or discharged.

#### 7. CHANGES IN THE WORK.

CONTRACTOR reserves the right by written order to make changes. Including additions, reductions or deletions, in the work to be performed or materials furnished by SUBCONTRACTOR.

No claims for adjustments in the price or time for performance shall be allowed in favor of SUBCONTRACTOR unless SUBCONTRACTOR shall have given CONTRACTOR written notice of its claim within 10 days after CONTRACTOR'S written change order.

SUBCONTRACTOR shall immediately perform all changed work and furnish all changed materials, whether or not any adjustments in price or time for performance are agreed upon, without prejudice to whatever rights SUBCONTRACTOR might ultimately have. Any and all disputes regarding adjustments in price or time for performance shall be resolved in accordance with this Article 7, Article 8 and such other terms and conditions of this Subcontract and the General Contract as are applicable.

All changed work shall be performed and all changed materials shall be furnished in accordance with and subject to all of the terms and conditions of this Subcontract and the General Contract.

#### 8. SUBCONTRACTOR CLAIMS.

- a) This Article 8 shall govern any and all claims which SUBCONTRACTOR might have against CONTRACTOR arising out of this Subcontract or the work to be performed hereunder.
- b) If SUBCONTRACTOR contends that it is entitled to adjustments in the price or time for performance for changed work or materials, or to additional compensation, additional performance time or damages in respect to work stoppages or suspensions, or for any other reason whatsoever, SUBCONTRACTOR shall promptly submit a claim in writing to CONTRACTOR. CONTRACTOR shall then submit the claim to OWNER on behalf of SUBCONTRACTOR. If there is any applicable claims procedure, including arbitration, contained in the General Contract, the submission shall be in accordance therewith. SUBCONTRACTOR shall cooperate fully with CONTRACTOR in the submission and in all steps taken in connection with the claim, shall prepare all supporting data and do all things necessary to prosecute the claim, and shall reimburse CONTRACTOR for all expenses incurred by CONTRACTOR in connection therewith. If and only to the extent that OWNER shall actually pay additional compensation or damages or allow additional performance time to CONTRACTOR by reason of SUBCONTRACTOR'S claim, CONTRACTOR shall pay or allow the same to SUBCONTRACTOR. If any claim of SUBCONTRACTOR is presented to OWNER together with claims of others, CONTRACTOR'S determination as to SUBCONTRACTOR'S share of any award by OWNER shall be binding and conclusive on SUBCONTRACTOR.
- c) CONTRACTOR may, at its election, authorize SUBCONTRACTOR to submit and prosecute any claim against OWNER in CONTRACTOR'S name.
- d) SUBCONTRACTOR hereby waives any and all claims it might acquire against CONTRACTOR based on acts, omissions or events not caused by the sole negligence or willful misconduct of CONTRACTOR.
- e) In no event shall CONTRACTOR be liable to SUBCONTRACTOR for special, consequential or incidental damages.
- f) Except as provided in Article 8.b above, in no event shall CONTRACTOR be liable to SUBCONTRACTOR for damages arising out of any delay in the performance of work under this Subcontract. SUBCONTRACTOR'S sole remedy against CONTRACTOR in the case of CONTRACTOR-caused delays shall be limited to an extension of time for performance.

#### 9. SUBCONTRACTOR DEFAULTS.

- a) The following shall be events of default hereunder:
  - 1) any failure by SUBCONTRACTOR: to commence performance at the time required; to diligently pursue the work in

accordance with the progress schedules; to furnish or have available sufficient and satisfactory workers, supervisors, materials, tools, equipment, supplies or other items necessary to perform the work; to comply with CONTRACTOR directives to provide additional equipment or work forces, provide overtime or additional shifts, or expedite the furnishing of materials and supplies; or to perform the work in the order or sequence directed;

- 2) any failure by SUBCONTRACTOR to correct or replace improper or defective work or materials;
  - 3) any failure by SUBCONTRACTOR to post bonds or other evidence of financial responsibility as may be required by CONTRACTOR;
  - 4) any failure by SUBCONTRACTOR to promptly pay, discharge or provide adequate security for the payment of claims by persons or entities furnishing or claiming to have furnished labor, supervision, materials, tools, equipment, supplies or incidentals used in, upon or for the work, or a failure by SUBCONTRACTOR to promptly pay taxes, excises, assessments, fees or employee benefit contributions concerning SUBCONTRACTOR'S business, employees or the work;
  - 5) any failure by SUBCONTRACTOR to maintain the insurance required hereunder:
  - 6) if SUBCONTRACTOR: shall be adjudged bankrupt; become insolvent; file or be subject to any arrangement, reorganization or other bankruptcy proceedings; be subject to any receivership proceedings; make an assignment for the benefit of creditors; die or become disabled (if an individual); or dissolve or terminate its existence (if a business entity);
  - 7) if SUBCONTRACTOR shall become involved in any labor difficulty;
  - 8) if SUBCONTRACTOR shall materially breach any other contract it may have with CONTRACTOR; or
  - 9) if SUBCONTRACTOR shall commit any other material breach of this Subcontract.
- b) If an event of default occurs, then (1) CONTRACTOR shall have the right to withhold payments as provided in Article 3.c hereof, and (2) after giving SUBCONTRACTOR notice and 2 days' opportunity to cure the default involved, CONTRACTOR shall have the right, at its election, either to correct the default or to terminate SUBCONTRACTOR'S right to proceed with all or any part of the work called for by this Subcontract.
- c) If SUBCONTRACTOR breaches any term or condition of this Subcontract, but such breach is not an event of default as provided in Article 9.a above, then (1) CONTRACTOR shall have the right to withhold payments as provided in Article 3.c hereof, and (2) after giving SUBCONTRACTOR notice and 2 days' opportunity to cure the breach involved, CONTRACTOR shall have the right to correct the breach, but not the right to terminate any part of SUBCONTRACTOR'S work.
- d) If CONTRACTOR corrects any default or breach by SUBCONTRACTOR, SUBCONTRACTOR shall reimburse CONTRACTOR for all of its expenses in connection therewith, including without limitation all expenses relating to removal, shipping and reinstallation of any equipment, product or other material.
- e) In the event of termination of any part of SUBCONTRACTOR'S work, (1) CONTRACTOR shall have the right to enter the premises where such work is being performed and take possession (for the purpose of completing the work under this Subcontract) of all materials, tools, equipment, supplies and incidentals thereon which are owned or controlled by SUBCONTRACTOR, and (2) CONTRACTOR shall have the right to complete the work itself or, at its election, to employ others to complete the work. If CONTRACTOR so elects to complete the work itself or to employ others to complete the work, SUBCONTRACTOR shall not be entitled to receive any further payment under this Subcontract until the work is completed and has been accepted and paid for by OWNER. At that time, if the unpaid balance of the amount to be paid under this Subcontract, including an appropriate allowance for any use of SUBCONTRACTOR'S property, exceeds the expenses incurred by CONTRACTOR in completing the work, then CONTRACTOR shall promptly pay the difference to SUBCONTRACTOR; however, if CONTRACTOR'S expenses in completing the work exceed the unpaid balance under this Subcontract, then SUBCONTRACTOR shall promptly pay the difference to CONTRACTOR.
- f) As used in this Article 9, the term "expenses" includes without limitation the costs for labor, supervision, materials, tools, equipment, supplies, incidentals, compensation for administrative and supervisory services, charges by others employed by CONTRACTOR, overhead and profit, liquidated damages and other charges assessed by OWNER against CONTRACTOR, consequential damages suffered by CONTRACTOR, interest, legal costs and attorneys' fees.
- g) CONTRACTOR shall have a lien upon any property of SUBCONTRACTOR in the possession of CONTRACTOR as security for the payment of any sums owed by SUBCONTRACTOR to CONTRACTOR.

#### 10. RESPONSIBILITY FOR THE WORK.

- a) SUBCONTRACTOR shall be responsible for and shall bear the risk of loss or damage to the work performed and materials furnished until final acceptance of the same and release of responsibility by OWNER. SUBCONTRACTOR hereby waives all rights it otherwise might have against CONTRACTOR for loss or damage to SUBCONTRACTOR'S work, materials or other property. Further, SUBCONTRACTOR shall protect the personnel and property of CONTRACTOR, OWNER and others on the project from injury or damage in any way arising out of or connected with operations conducted by SUBCONTRACTOR or anyone acting under its direction or control or on its behalf.

#### 11. LAWS, REGULATIONS AND EMPLOYMENT PRACTICES.

- a) SUBCONTRACTOR shall comply with all laws, orders, regulations and codes of federal, state and local governmental authorities. SUBCONTRACTOR shall at its own expense procure and pay for all permits and inspections required by any public authority for any part of the work to be performed under this Subcontract, and shall at its own expense furnish any bonds, securities or deposits required by such authorities to permit performance of the work.
- b) SUBCONTRACTOR shall comply fully with all equal employment opportunity provisions applicable to the work, including all laws, orders, regulations and codes relating to equal employment opportunity, and all provisions of the General Contract.
- c) SUBCONTRACTOR shall comply fully with all occupational safety and health provisions applicable to the work, including all laws, orders, regulations and codes relating to occupational safety and health and the accident prevention and safety programs of OWNER and CONTRACTOR. SUBCONTRACTOR shall continuously inspect its work to determine that safe working conditions and equipment exist. SUBCONTRACTOR shall assume all responsibility CONTRACTOR may have to inspect SUBCONTRACTOR'S work in order to monitor such conditions, and assume all responsibility for providing a safe place to work, for



the adequacy of and the proper and required use of all safety equipment, and for full compliance with applicable laws, orders, regulations and codes. Within 24 hours of any accident involving SUBCONTRACTOR'S employees, equipment or work, SUBCONTRACTOR shall give written notice thereof to CONTRACTOR.

- d) SUBCONTRACTOR shall comply with all labor laws, orders, regulations and codes applicable to the work called for by this Subcontract. SUBCONTRACTOR shall, to the extent permissible under federal law and any applicable state laws, comply with such terms and conditions of CONTRACTOR'S labor agreements as are applicable to the work, including without limitation terms and conditions providing for the assignment of work and the settlement of jurisdictional disputes. SUBCONTRACTOR shall, when requested to do so by CONTRACTOR, remove from the jobsite any employee whom CONTRACTOR determines to be incompetent or undesirable.
- e) SUBCONTRACTOR shall pay any and all taxes, assessments and other charges, including without limitation sales and use taxes, which are now or may hereafter be imposed or required by any governmental authority in respect to the work, or any labor, supervision, materials, tools, equipment, supplies or incidentals used, upon or for the work. Without limiting the generality of the preceding sentence, SUBCONTRACTOR shall have full and exclusive liability for the payment of any and all taxes, contributions for unemployment insurance and old age retirement benefits, and assessments and other charges, which are now or may hereafter be imposed or required by any governmental authority in respect to persons performing the work called for by this Subcontract. SUBCONTRACTOR shall furnish such evidence (including certified copies of payrolls) of compliance with any of the foregoing as CONTRACTOR may require.

12. LABOR RELATIONS: Subcontractor acknowledges that the Contractor has entered into labor agreements and is signatory to the Carpenters Master Agreement. Subcontractor agrees to comply with all the terms and conditions of these labor agreements, including trust fund payments into all respective labor trust funds. Subcontractor particularly agrees to comply with the terms and provisions of these agreements setting forth jurisdiction and scope of work claimed by these crafts.

13. INSURANCE. SUBCONTRACTOR shall, at its expense, procure and maintain insurance on all of its operations, with carriers acceptable to CONTRACTOR, and in amounts acceptable to Contractor and as required by the prime contract, including the following coverages:

- a) Workers' Compensation and Employer's Liability insurance;
- b) Comprehensive General Liability or Commercial General Liability insurance covering all operations; and ;
- c) Automobile Liability insurance, including coverage for all owned, hired and non-owned automobiles.

All insurance coverages shall be in amounts and for durations acceptable to CONTRACTOR and as required by the prime contract. SUBCONTRACTOR shall, when required by CONTRACTOR, name CONTRACTOR as an additional insured under the General Liability policy. SUBCONTRACTOR shall provide certificates of insurance to CONTRACTOR. The certificates of insurance shall provide that there will be no cancellation nor reduction of coverage without thirty (30) days prior written notice to CONTRACTOR. The failure of CONTRACTOR to enforce in a timely manner any of the provisions of this Section 13 shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Agreement. The requirement for carrying insurance under this Article 13 shall not diminish in any respect SUBCONTRACTOR'S obligations under any other provision of this Subcontract. Without limiting the generality of Article 13 hereof, if SUBCONTRACTOR does not fully comply with the requirements of this Article 13, then CONTRACTOR may provide insurance coverage to protect CONTRACTOR and charge SUBCONTRACTOR for the cost of that insurance.

#### 14. INDEMNITY.

- a) SUBCONTRACTOR shall indemnify and save harmless CONTRACTOR, and its directors, officers, agents and employees from and against any and all damages (including direct, liquidated, consequential, incidental or other damages), claims, debts, demands, judgments, awards, losses, liabilities, interest, attorneys' fees, and costs and expenses of whatsoever kind or nature (collectively, "damages"), which arise at any time from any breach by SUBCONTRACTOR of any term or condition of this Subcontract, or which are in any manner directly or indirectly caused or occasioned by, or contributed to by any act, omission, fault or negligence (whether active or passive) of SUBCONTRACTOR, or anyone acting under its direction or control or on its behalf, in connection with or incident to the work performed hereunder, even though the damages may have resulted from the joint, concurring or contributory act, omission or negligence (whether active or passive) of CONTRACTOR, OWNER or any other person except for claims arising from the sole negligence or willful misconduct of OWNER or CONTRACTOR.
- b) Without limiting the generality of Article 13.a: the indemnification provided in Article 13.a shall apply to any injury or death to any person or persons (including agents and employees of OWNER, CONTRACTOR and SUBCONTRACTOR) and any damage to any property regardless of location (including property of OWNER, CONTRACTOR and SUBCONTRACTOR); the indemnification shall extend to any similar obligations of CONTRACTOR undertaken by it under the General Contract with respect to the work called for by this Subcontract; and the indemnification shall include the obligation to reimburse CONTRACTOR for all costs and expenses (including attorneys' fees and costs) incurred in any legal actions or proceedings. At CONTRACTOR'S election, SUBCONTRACTOR shall defend CONTRACTOR in any such actions or proceedings.
- c) CONTRACTOR may apply any amount owing to SUBCONTRACTOR under this Subcontract against: (I) any amount which SUBCONTRACTOR may owe to CONTRACTOR, or any of its directors, officers, agents or employees, pursuant to Article 13.a hereof;
- d) (ii) any amount which SUBCONTRACTOR may owe to CONTRACTOR under any provision of this Subcontract other than Article 13.a; and/or (iii) any amount which SUBCONTRACTOR may owe to CONTRACTOR pursuant to any other contract between SUBCONTRACTOR and CONTRACTOR or under any other obligation of SUBCONTRACTOR to CONTRACTOR (whether arising by contract, instrument or order, or under law).

#### 15. ASSIGNMENT AND SUBCONTRACTING.

- a) SUBCONTRACTOR shall not assign, subcontractor delegate (by operation of law or otherwise), in whole or in part, this Subcontract, the work to be performed, any claim arising hereunder or any other rights or obligations hereunder, without the prior

written consent of CONTRACTOR, and any such assignment, subcontracting or delegation without CONTRACTOR'S consent shall be void.

- b) CONTRACTOR shall not recognize or be bound by the assignment of any right to payment under this Subcontract unless and until CONTRACTOR shall receive written notice reasonably evidencing the assignment and identifying the rights assigned. Any assignment shall be subject to, and CONTRACTOR hereby reserves, all rights and remedies possessed by or available to CONTRACTOR under this Subcontract or under law as against SUBCONTRACTOR, its sureties and assigns, including without limitation rights of set-off, to retain moneys, to amend or modify this Subcontract, and to assert all other defenses and claims whether or not arising under this Subcontract.
- c) The making of any assignment by SUBCONTRACTOR or any consent thereto by CONTRACTOR shall in no event relieve SUBCONTRACTOR or its sureties of any of their obligations, duties, responsibilities or liabilities. Any subcontracting shall be on the express condition that such further subcontract shall be subject to the terms and conditions of this Subcontract, and that all terms and conditions of this Subcontract shall be incorporated therein.

16. DISPUTE RESOLUTION. (i) Any dispute resolution procedure in the prime contract shall be deemed incorporated in this Agreement, and shall apply to any disputes arising hereunder, except disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract. Subject to compliance with all applicable laws, including but not limited to those relating to false claims, dispute and claim certifications, and cost and pricing data requirements, Contractor's sole obligation is to present any timely-filed claims by Subcontractor to the Owner under such procedure and, subject to the other provisions of this Agreement, to pay to Subcontractor the proportionate part of any sums paid by the Owner to which Subcontractor is entitled; (ii) for disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, the parties hereto shall submit any and all disputes arising out of or relating to the terms and conditions of the Subcontract to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association in effect on the date of this Agreement. If a demand for arbitration is made after the statute of limitations applicable to that particular claim or cause of action has run, the power of the arbitrator is limited to denying that claim or cause of action. An award rendered by an arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction; (iii) subject to prime contract dispute resolution procedures above, and as for disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, promptly upon notification by the Subcontractor of a dispute, the Contractor and Subcontractor shall meet to informally resolve such dispute. In the event that no resolution is achieved, the parties, prior to the initiation of any action or proceeding under this section, shall make a good faith effort to resolve the dispute by negotiation between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute, unless the parties otherwise agree. To facilitate the negotiation, the parties agree either to fashion a procedure themselves or seek the assistance of a person or organization experienced in alternative dispute resolution procedures, such as mediation or other similar procedures.

17. MISCELLANEOUS.

- a) SUBCONTRACTOR shall not infringe or violate any patent, trademark, trade secret or other proprietary right of others in the performance of the work.
- b) Subject to the provisions of Article 14 hereof, the terms and conditions of this Subcontract shall inure to and be binding upon the parties hereto, and their successors, assigns, executors, administrators, agents and legal representatives.
- c) Waiver by CONTRACTOR of any breach of any provision of this Subcontract by SUBCONTRACTOR shall not constitute a waiver of any other or future breach of the same or any other provision hereof.
- d) If any provision of this Subcontract shall at any time be held to be invalid in whole or in part, then such provision shall remain in effect only to the extent permitted, and the remaining provisions hereof shall remain in full force and effect.
- e) Any notices hereunder shall be in writing and may be served personally on the superintendent or designated representative of the other party at the job site, or served by mail. If service is by registered or certified mail, postage prepaid, directed to a party at the address for such party shown on the face sheet of this Subcontract or such other address as such party may give to the other by written notice, such service shall be complete upon deposit in the mail. Any other service shall be complete upon receipt.
- f) This Subcontract shall be construed according to the laws of the State of California unless the General Contract specifies a different law, in which case the law set forth in the General Contract shall govern. The remedies of CONTRACTOR set forth herein shall not be exclusive, but shall be in addition to all other remedies available under law.
- g) Except as otherwise provided in these General Conditions, in the event of conflict or variance between this Subcontract or any part thereof and the General Contract, the order of precedence shall be as follows: (1) the face sheet of this Subcontract; (2) the General Conditions of this Subcontract; (3) any drawings or explanation furnished by CONTRACTOR under this Subcontract; (4) the General Contract.
- h) Wherever used herein, the singular shall include the plural and the neuter gender shall include the masculine and feminine. The term "OWNER" shall mean the party contracting with CONTRACTOR under the General Contract identified in the preamble of this Subcontract, even though such party may itself be another contractor rather than an owner of the work of improvements being constructed. The terms "CONTRACTOR" and "OWNER" shall extend to and include their respective authorized representatives, including, as to the OWNER, any architect or engineer designated in the General Contract.





## SUBCONTRACT AGREEMENT

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.

Contractor: FRC, Inc.

Subcontractor: \_\_\_\_\_

By: Frank Ruggirello, President

By \_\_\_\_\_

Please Print or Type

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

California Contractor's License No. 715667

State Contractor's License No. \_\_\_\_\_ Exp. \_\_\_\_\_

DIR# \_\_\_\_\_ Exp. \_\_\_\_\_

Fed. ID. No. \_\_\_\_\_

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



## EXHIBIT A

## SCOPE OF WORK

Contract Date:

AMOUNT:

SCOPE:

Project Number  
Subcontractor Name  
Project Name

**Exclusions:** See

's Proposal dated

Supply all supervision, labor, equipment, and materials necessary to complete all work as shown in the plans, and specifications. All work of this subcontract shall fully comply with all Local, City, County, State, Federal, Fire and Building Department Codes. The work shall meet all required Title-24 and all ADA code requirements.

Scope shall include but not be limited to the following:

- A) All subcontractor's indirect costs including but not limited to the following: temporary facilities, site maintenance, clean-up and removal from site of all debris associated with this subcontract, protection of any and all existing finishes or facilities, masking, temporary power or lighting, and all layout as would be reasonably allocated to this subcontract are to be included by THIS subcontractor within this contract.
- B) Scope shall include, when applicable, one (1) electronic clear copy of submittal documents (i.e. product data, cut sheets, shop drawings, seaming diagrams, stamped engineering drawings, etc.) uploaded into Procore and (3) material samples mailed to: **FRC, Inc., 9680 Old Redwood Hwy., Windsor, CA 95492.**
- C) Per CAL/OSHA requirements the subcontractor must provide their company with a specific Injury & Illness Prevention (IIPP) and Material Safety Data Sheets (MSDS). These documents must be emailed to [gina@frcinc.biz](mailto:gina@frcinc.biz)
- D) Subcontractor has walked the site with FRC, Inc. representative and is aware of all existing conditions.
- E) Subcontractor shall be responsible to provide the following as applicable upon completion prior to final payment of retention:
  - ☐ 2 Year Warranty
  - ☐ Test and Balance Reports
  - ☐ As-Builts
  - ☐ Finish Schedules
  - ☐ Exhibit F
  - ☐ Operating and Maintenance Data
  - ☐ FINAL certified payroll report

☐ Scope shall further include but not be limited to furnish and installing the following:

**NOTE: Superintendent must sign all T&M tags on the day of work. Billing invoices must be submitted to FRC, Inc within ten (10) days.**

The Subcontractor is responsible for daily clean up of their work. If the subcontractor does not adequately clean up his debris to the satisfaction of FRC, Inc., FRC, Inc. will clean up debris and back-charge the responsible subcontractor (s)



## EXHIBIT H

## SUBCONTRACTOR JOBSITE CHECKLIST

Project Number \_\_\_\_\_  
Subcontractor Name \_\_\_\_\_  
Project Name \_\_\_\_\_

Date: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

CA Contractor License #: \_\_\_\_\_ Contractors DIR# \_\_\_\_\_ Exp. \_\_\_\_\_

All subcontractors must provide and/or adhere to the following: (When Applicable)

Yes	No	NA	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Current Injury and Illness Prevention Program
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Code of Safe Practices
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Heat Illness Program
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	COVID-19 Protocol and Training
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wildfire Smoke Protocol and Training
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Silica Exposure Control Plan
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lockout/Tagout Program
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Material Safety/Safety Data Sheets for all chemicals brought on-site
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Safety training documentation for all employees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Certifications (for crane/forklift/scissor/aerial device operators)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Safety Glasses/Hard Hats/Hi-Visibility Clothing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cal-OSHA required permits
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Certification - Powder-Actuated Tools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	First Aid Kits/Fire Extinguishers
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Emergency Evacuation Plan
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Potable Water/Toilet Facilities
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fall Protection (Trigger Height _)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Conduct weekly tailgate safety meetings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Conduct periodic jobsite inspections
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Maintain Good Housekeeping

**If subcontractor is found in violation of any of the above requirements, they may be asked to leave the job site until they have complied.**

**Subcontractors must immediately report any incidents including, but not limited to; damage to electrical wiring, plumbing, water lines, natural gas lines, telecommunication lines or structure.**

Signature: \_\_\_\_\_  
(Subcontractor Representative)

Signature: \_\_\_\_\_  
(FRC, Inc. Representative)