



Date
Vendor Number: 0
Job Number:
Subcontract Number:

This agreement (Subcontract) is entered into on **2/15/2022** by and between () and (**Subcontractor**) with respect to the construction project described below.

SUBCONTRACTOR

and

Phone:
 Fax:

Contract Documents Remittance Address
 400 Sunrise Ave, Suite 300
 Roseville, CA 95661
 Phone: (916) 757-6400
 Fax: (916) 757-6499

All Job Related Documents Remittance Address:

Phone: Fax:

PROJECT

PROJECT OWNER

PROJECT PRIME CONTRACTOR

For Informational Purposes Only
CONSTRUCTION LENDER

PROJECT OWNER

Owner has entered into a Prime Contract with dated

If is not the Prime Contractor, has entered into a subcontract with the , dated

The Prime Contract and all general and special conditions, addenda, plans, specifications, addenda and other documents forming or by reference made a part of the Prime Contract, together with subcontract with the Prime Contractor, if is not the Prime Contractor, are hereinafter referred to collectively as the Contract Documents.

AGREEMENTS

SECTION 1 - ENTIRE SUBCONTRACT

Subcontractor certifies that he is fully familiar with all of the Contract Documents, the job site, and the conditions under which work is to be performed, that he enters into this Subcontract based upon his own investigation of all such matters, and that he is in no way relying upon the opinions or representations of . The Contract Documents are incorporated in this Subcontract by reference. Subcontractor is bound to in the same manner and to the same extent as is bound to Owner under the Contract Documents with respect to the work provided for in this Subcontract, and where in the Contract Documents reference is made to Prime Contractor or and the provision pertains to Subcontractor's trade, craft or type of work, then such provision shall be interpreted to apply to Subcontractor instead of . In the event of any conflict between this Subcontract and any of the Contract Documents, this Subcontract shall control. This Subcontract, including any Attachments, exhibits, and addendums hereto, represents the entire agreement between and Subcontractor relating to the Project, supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties relating to the Project, and is expressly limited to the terms, conditions, and covenants stated or incorporated by reference herein. Any additional or different terms stated, offered, or proposed by Subcontractor (whether in a quote, proposal, or otherwise) are objected to and are hereby rejected. Any modification of this Subcontract will be effective only if it is in a writing signed by authorized management level representatives of each party. If is not the Prime Contractor for the Project, then reference in this Subcontract to Owner shall be deemed to include Prime Contractor as the Owner.

SECTION 2 - SUBCONTRACT SCOPE OF WORK AND PRICE

Subcontractor agrees to furnish all work, labor, services, materials, equipment and supervision required for the prompt and efficient completion of the following items of work, hereafter the Work, in strict accordance with this Subcontract and the Contract Documents, including all work necessary or incidental thereto:

Owner Item	Phase	Description	Quantity	Unit Price	Total
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agrees to pay Subcontractor for the strict performance of the Work, the sum(s) stated above, hereafter the Subcontract Price, subject to final determination of quantities where unit prices apply and to additions and deductions for changes in the Work as provided herein. Payments shall be in accordance with the schedule set forth in Section 3. If payment for any of the Work is based on a unit price, Subcontractor agrees to be bound by Owner's measurement of the quantity of work. If Owner does not measure the work, Subcontractor agrees to be bound by measurement. The above prices include all applicable sales, use, franchise, excise and other taxes which may now or hereafter be levied.

SECTION 3 - PAYMENT

agrees to pay Subcontractor in monthly progress payments of percent of the value of the Work which has been completed and for which payment has been made to . The remaining percent shall be retained by for not less than thirty-five days after the entire work required by the Prime Contract has been fully completed in conformity with the Contract Documents and has been delivered and accepted by Owner, Engineer and/or Architect and , and until has received final payment from Owner. Any payments by under this Subcontract shall be subject to final audit and adjustment. Subcontractor shall immediately reimburse if there is any overpayment. may deduct or offset from any payments to Subcontractor any amounts owed to (or to Teichert Aggregates, Teichert Readymix or A. Teichert & Son, Inc. doing business under any other name) by Subcontractor arising out of the performance of this Subcontract or any other agreement, event or transaction, whether or not related to this Subcontract. Subcontractor shall furnish to California statutory conditional and unconditional waiver and release forms, payroll affidavits, receipts, vouchers, and releases of claims for work, labor, services, material and equipment furnished under or in connection with this Subcontract, all in a form satisfactory to . No payment shall be made, except at option, unless such documentation has been furnished. Any payment made without such documentation shall not be construed as a waiver of right to require such documentation prior to further payments. Any payment made prior to final completion and acceptance of the Work shall not be construed as acceptance of any part of the Work.

The full and faithful performance of this Subcontract, including payment of any amounts owed by Subcontractor to any persons furnishing work, labor, services, material or equipment, or for union trust fund payments, is a condition precedent to Subcontractor's right to receive any progress payment or final payment. Any monies paid to Subcontractor under this Subcontract shall be deemed and treated as trust funds which shall not be diverted by Subcontractor for other purposes until such obligations have been discharged. reserves the right to make payment by joint check or by direct check to Subcontractor's material suppliers, subcontractors and any person or firm who has or asserts a right of action against or s surety or who has or asserts If Owner or any other person responsible for providing construction funds delays in making payment from which payment to Subcontractor is to be made, shall have 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 and Subcontractor require to pursue to conclusion their legal remedies against Owner and/or any other person responsible for providing construction funds to obtain payment, including but not limited to mechanic's lien remedies.

SECTION 4 - SUBCONTRACT TIME

Time is of the essence of this Subcontract. Subcontractor shall prosecute the Work in a prompt and diligent manner whenever the Work or any part of it becomes available or at such other time or times as may direct. Subcontractor shall endeavor to promote the general progress of the entire construction and shall not, by delay or otherwise, interfere with or hinder the work of or any other subcontractor.

SECTION 5 - BONDS

Upon execution of this Subcontract and prior to commencement of the Work, Subcontractor shall execute and furnish to a payment bond and a performance bond, each in an amount equal to 100 percent of the subcontract price set forth in Section 2 above. The bonds shall be written by a surety insurance company admitted in California on the bond form provided by . The bonds shall not restrict or adversely affect rights to offset or deduct from payments to Subcontractor as provided in Section 3 above. Notwithstanding any other term or provision of this Subcontract, shall not be required to make any payments to Subcontractor until such bonds have been furnished.

SECTION 5 - BONDS

Subcontract bonds are not required, see Attachment A for Job Specific Requirements.

SECTION 6 - ADDITIONAL PROVISIONS

The following Attachments are hereby incorporated into this Subcontract:

- Attachment "A" Special Provisions
- Attachment "B" General Subcontract Provisions
- Attachment "C" Insurance Requirements
- Attachment "D" Subcontractor Safety Addendum

The following Attachments are hereby incorporated by reference into this Subcontract where so indicated:

-Attachment "E" California Public Works Provisions	_____ Incorporated	___X___ Not Incorporated
-Attachment "F" Labor Code Provisions	_____ Incorporated	___X___ Not Incorporated
-Attachment "G" Subcontractor Affidavit	_____ Incorporated	___X___ Not Incorporated
-Attachment "H" Required Contract Provisions - Federal Aid Construction Contracts	_____ Incorporated	___X___ Not Incorporated
-Attachment "I" Supplemental Terms and Conditions for Contracts Using ARRA Funds	_____ Incorporated	___X___ Not Incorporated
-Attachment "J" Federal Project Provisions	_____ Incorporated	___X___ Not Incorporated
-Attachment "K" Subcontractor Union Checklist	___X___ Incorporated	_____ Not Incorporated

All notices permitted or required under this Subcontract shall be in writing and may be accomplished by any of the following methods: personal delivery; first class mail of the United States Post Office; priority overnight delivery service; telecopier to the telecopier number stated on the first page of this Subcontract; or by electronic mail. Any such notice shall be deemed received and effective as follows: if by personal delivery, on the date delivered; if by regular mail, on the third business day after deposit in the mail; if by priority overnight delivery service, on the next business day after scheduled pickup; if by telecopier, upon successful completion of telecopier transmission; and if by electronic mail on the date successfully received to the recipients' email address. Delivery by electronic mail shall not be deemed effective if the sender receives an automatic reply indicating that the transmission was not effective or that the

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 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 26000, Sacramento, California 95826.

SUBCONTRACTOR

By: _____
Name/Title

By: _____
David A. Swartz
Executive Vice President

Date _____

Date _____

- Corporation _____
- Partnership _____
- Proprietorship _____

Contractor's License No. _____

Tax Identification No. _____

Business License No. _____

DIR # _____ Expiration Date _____

ATTACHMENT A - SPECIAL PROVISIONS

CONTRACTOR PROVISIONS:

and Subcontractor agree that the following special provisions modify the Subcontract as follows.

*Subcontract bonds are required as outlined in Section 5 above. The enclosed bond forms must be utilized. Contractor will pay actual bond premium up to two percent (2%). If bonds are waived by the Contractor, the Contractor will hold 10% retention from Subcontractor.

*Subcontract bonds are not required. Lien releases will be required in lieu of bonds.

*Subcontractor will be required to list all sub-tier subcontractors, suppliers and rental companies to be used by them. Any unlisted sub-tier subcontractors, suppliers and rental companies shall not exceed \$5,000 in Aggregate. If any changes, Subcontractor shall notify Teichert, in writing, prior to usage/substitution

*Certified Payrolls are to be furnished even if not required by the Owner.

*Prior to any payment, a Release or Acknowledgement from Union Trust Funds are required.

*Lien waivers are required from all sub-tiered subcontractors, suppliers and rental companies listed as well as any preliminary notices received will require lien waivers.

*Any Conditional Waivers shown unpaid balances due sub-tier subcontractors, employees, union trust funds, suppliers and equipment rental companies shall be joint checked.

*Subcontractor is required to furnish statutory lien releases monthly including lien releases from lower tier subcontractors/suppliers, to be included in the monthly Subcontractor billing package.

*Subcontractor must submit a payment request, along with your lien release, by the 15th of each month for the period ending the 20th of each month.

*Subcontractor must submit an invoice for retention.

*Subcontractor to furnish Contractor with a copy of its California Contractor's License.

*Subcontractor to furnish Contractor with a copy of its Business License for the City/County where project is located.

*Subcontractor shall comply with the requirements of Section 5194, Title 8 of the California Administrative Code entitled Hazard Communication, and 3203 entitled Injury & Illness Prevention Program.

*Subcontractor shall be bound to Contractor to the same extent that the Contractor is bound to Owner by all terms and provisions of the Prime Contract, including any arbitration provision. Notices from Subcontractor shall be reasonable under the circumstances and not in contravention to the notice requirements under the Prime Contract.

*DEWR billings MUST be submitted to Caltrans by the 15th of each month to get on the current month's pay estimate, therefore, they must be in Contractor's office by the 10th of each month.

JOB SPECIFIC PROVISIONS:

Subcontractor's
Initials

Initials

ATTACHMENT B - GENERAL SUBCONTRACT PROVISIONS

A. SCHEDULE/DELAY Subcontractor shall submit to progress schedules for the Work and shall cooperate in the preparation of progress schedules when requested. Subcontractor must be ready to perform at the times indicated in any reasonable progress schedule presented by . If shall deem it necessary, Subcontractor shall provide additional work forces, overtime and additional shifts and shall expedite the furnishing of materials so as to meet the progress schedule. Subcontractor shall bear the cost of such additional efforts to the extent that they are necessitated by delays which are the responsibility of Subcontractor. Subcontractor further agrees to reimburse for any and all liquidated damages that may be assessed against by Owner which are attributable to or caused in whole or in part by Subcontractor's unexcused failure to perform the Work as provided herein. In addition, Subcontractor agrees to pay such other and additional damages as may sustain by reason of any unexcused delay by Subcontractor. Payment of such damages by Subcontractor shall not release Subcontractor from its obligation to otherwise fully perform this Subcontract. Upon written request by at any time, Subcontractor shall furnish to such evidence as may require relating to Subcontractor's ability to perform and complete this Subcontract in a timely manner.

If Subcontractor is delayed in the prosecution or completion of the Work by the act, neglect or default of Owner, Engineer or Architect, or of , or should Subcontractor be delayed waiting for materials, if required by this Subcontract to be furnished by Owner or , or by damage caused by fire or other casualty for which Subcontractor is not responsible, or in the event of a lock, then the time for completion of the Work shall be extended by the number of days that Subcontractor has thus been delayed. However, no extension of time shall be made unless written notice of the delay is presented to within two (2) business days of the commencement of the delay. Under no circumstances shall the time for completion of the Work be extended in an amount which will prevent from completing the Project within the time that Owner allows for such completion.

Subcontractor's sole remedy for delays which are caused by or otherwise the responsibility of Owner shall be an extension of time for completion of the Work. However if and only if obtains compensation from Owner on account of any such delay, Subcontractor shall be entitled to such portion of the additional compensation received by from Owner for the delay as is equitable under all of the circumstances. In no event shall Subcontractor be entitled to any amount in excess of that received by from Owner. Nothing herein contained shall require to make any claim against Owner for delays relating to the Work. The failure of to make or prosecute any such claim against Owner shall not entitle Subcontractor to any claim against .

B. CHANGES AND EXTRA WORK , without invalidating this Subcontract, may order changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other changes. The Subcontract Price and the time for performance of the Work shall be adjusted accordingly. However, Subcontractor shall adhere strictly to the Contract Documents unless a change is authorized by in writing. Prior to commencement of any changed or revised work, Subcontractor shall submit to a written claim for adjustment to the Subcontract Price and the time for performance of the Work. Any such claim shall be submitted promptly and in a manner consistent with the requirements of the Contract Documents.

If Subcontractor claims that performance of any work entitles him to additional compensation or to an extension of the time for performance of the Work, Subcontractor shall submit a request for such compensation or time prior to undertaking that work. If refuses to grant the requested compensation or time, Subcontractor shall perform the work and shall submit any claim for additional compensation or extension of the time for performance of the Work within ten (10) days after the work is performed. If Subcontractor fails to submit a claim as required herein, Subcontractor shall be deemed to have abandoned that claim.

No claim, dispute or controversy shall interfere with the progress or performance of the Work, including any claim for extra or changed work. Subcontractor shall proceed with the Work as directed by , diligently prosecute the Work to completion, and then submit any dispute for resolution in accordance with the dispute provisions of this Subcontract. Failure to so proceed shall amount to a default under Section D of this Attachment.

No change or revision to the Work shall release or exonerate, in whole or in part, any surety on any bond given in connection with this Subcontract. Neither nor Owner shall be under any obligation to notify the surety or sureties of any such change.

C. LIENS Subcontractor shall defend, indemnify and hold and Owner harmless from and against: (1) any and all claims, liability, loss, damage, costs or expenses, including reasonable attorney's fees, awards and judgments, arising by reason of any claims, liens, stop notices or bond claims for work, labor, services, material or equipment used or furnished to be used on the Project, or union trust fund payments, arising from or relating to Subcontractor's work on the Project, and (2) all incidental or consequential damages resulting to or Owner from such claims, liens, stop notices or bond claims. Within ten (10) days after written demand by , Subcontractor shall cause the effect of any suit, stop notice or lien to be removed from the Project. If Subcontractor fails to do so, may use whatever means it deems appropriate to cause the suit, stop notice or lien to be removed or dismissed. Any and all resulting cost and expense, including reasonable attorneys' fees, shall be immediately due and payable to by Subcontractor. Subcontractor may litigate any such suit, stop notice or lien provided he first causes its effect to be removed from the Project and does such other things as may be necessary to cause Owner not to withhold any monies due to by reason of such suits, stop notice or lien.

D. DEFAULT/RECOURSE BY If Subcontractor at any time refuses or neglects to supply a sufficient number of properly skilled workers or a sufficient quantity of materials of proper quality, or is the subject of bankruptcy or receivership proceedings, or commits any act of insolvency, or makes an assignment for the benefit of creditors without consent, or fails to make prompt payment to persons furnishing work, labor, services, material or equipment, or fails in any respect to properly and diligently prosecute the Work, or becomes delinquent with respect to contributions or payments required to be made to any health and welfare, pension, vacation, apprenticeship or other employee benefit program or trust, or fails to fulfill any of the provisions of Section I of this Subcontract, or otherwise fails to timely and fully perform any of his obligations under this Subcontract, Subcontractor shall be in default. If Subcontractor fails to cure the default within forty eight (48) hours after provides written notice of the default or if Subcontractor fails to diligently pursue to completion any cure agreed to by , then without further notice of any kind, at its option, may: (1) provide any work, labor, materials and equipment that in its sole discretion deems necessary under the circumstances and deduct the cost thereof from any money then due or thereafter to become due to Subcontractor; or (2) terminate Subcontractor's right to proceed with the Work. If elects to terminate Subcontractor's right to proceed, shall have the right to enter any of Subcontractor's facilities or locations on the Project, and for the purpose of completing the Work, take possession of all materials, tools and appliances of Subcontractor, and may employ any other person or persons to finish the Work and provide needed materials. In case of such termination, Subcontractor shall not be entitled to receive any further payment under this Subcontract until the work undertaken by is completely furnished and paid for by Owner. At that time, if the unpaid balance of the Subcontract Price exceeds the expenses incurred by in finishing the Work, the excess shall be paid by to Subcontractor. If such expense exceeds the unpaid balance, then Subcontractor shall promptly pay to the amount by which such expense exceeds the unpaid balance. Expenses incurred by in finishing the Work shall include expenses incurred by for furnishing the materials, for finishing the Work, for attorneys' fees and for any damages sustained by by reason of Subcontractor's default, plus a markup of 15% for overhead and administration on any such expenses. shall have a lien upon any materials, tools and appliances of Subcontractor which has taken possession of, to secure the payment of any amounts due under this provision.

E. WITHHOLD AND OFFSET may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment otherwise due under this Subcontract to such extent as may reasonably appear necessary to protect from loss, including costs and attorneys' fees on account of (1) defective work not remedied; (2) claims filed or reasonable evidence indicating probable filing of claim; (3) failure of Subcontractor to make payments properly to his subcontractors or for material, labor, equipment or union trust fund benefits; (4) a reasonable doubt that this Subcontract can be completed for the balance then unpaid; (5) damage to another subcontractor; or (6) failure to achieve sufficient progress with the subcontract work to meet the schedule for such work, or timely completion of the Project; or (7) any failure by Subcontractor to fully comply with all applicable safety rules, regulations and policies relating to the Project. When the above grounds are removed, such amounts as are then due and owing shall be paid or credited to Subcontractor.

F. SUSPENSION OR TERMINATION OF PRIME CONTRACT If for any reason the Prime Contract, or subcontract if is not the Prime Contractor, is suspended or terminated prior to completion of the Project, Subcontractor shall be entitled to payment only for that part of the Work which Subcontractor has actually completed and for which has received payment from Owner. However, if receives additional compensation or damages from Owner on account of such suspension or termination, Subcontractor shall be entitled to receive from that part of the additional compensation or damages which is equitable under the circumstances. This provision shall not require to make any claim against Owner for additional compensation or damages in the event of suspension or termination, and failure of to prosecute such a claim against Owner shall not entitle Subcontractor to any claim for additional compensation or damages against or Owner.

G. TERMINATION FOR CONVENIENCE reserves the absolute right to terminate this Subcontract. In the event of termination without cause, hereafter "Termination for Convenience," Subcontractor shall be entitled to payment, in any amount not to exceed the Subcontract Price, calculated as follows: (1) the direct, actual cost of that part of the Work actually completed by Subcontractor in accordance with the Contract Documents; plus (2) other reasonable costs actually incurred by Subcontractor in connection with the Work (excluding legal and accounting fees, if any); plus (3) a markup percent of costs referred to in subpart (1) above for overhead and profit; minus (4) the amount of any payments made to Subcontractor prior to the date of the Termination for Convenience. The markup percent shall be 15% or the amount permitted by the prime contract, whichever is less. Subcontractor shall not be entitled to any claim or claim of lien against , Owner or the Project for any additional compensation or damages in the event of Termination for Convenience and payment in accordance with this provision. Termination for Convenience shall occur and be effective upon written notice from to Subcontractor of such termination. Upon receipt of written notice of Termination for Convenience, Subcontractor shall immediately discontinue the Work and endeavor to cancel all existing orders and contracts on terms satisfactory to , or at option, assign such orders and contracts to .

If this Subcontract is terminated by for default under Section D, above, and if it is later determined that the default termination was wrongful, such default termination automatically shall be converted to and treated as a Termination for Convenience under this Section G. In such event, Subcontractor shall be entitled to receive only the amounts payable under this Section G for a Termination for Convenience and Subcontractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages.

H. SUBCONTRACTOR'S REPRESENTATIVE Subcontractor shall keep a representative at the job site during all times when the work is in progress. This representative shall be authorized to represent Subcontractor as to all aspects of the Work and this Subcontract. Prior to commencement of the Work, Subcontractor shall notify in writing of the name, work telephone number and home telephone number of Subcontractor's representative. If Subcontractor elects to change his representative, Subcontractor shall notify in writing of the name and telephone numbers of the new representative. No such change shall become effective until receipt by of this written notice.

I. LABOR AND EMPLOYMENT RELATIONS Subcontractor acknowledges that has entered into labor agreements covering work at construction job sites with the following labor unions: Carpenters 46 Northern California Counties Conference Board; District Council of Plasterers and Cement Masons of Northern California Local Unions No. 300 and 400; Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL CIO; International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America Local Unions No. 94, 137, 150, 287, 315, 386, 431, 439, 490, 533, 624, 853; 890, and 912; and Northern California District Council of Laborers of the Laborers' International Union of North America Local No. 67, 73, 139, 185, 261, 270, 291, 294, 297, 304, 324, 326, 389, and 1130, (All of these labor agreements are hereafter collectively referred to as "the Labor Agreements.") Subcontractor expressly agrees that all of the provisions of the Labor Agreements which are applicable to Subcontractor are incorporated into this Subcontract as if they were set forth in full in this Subcontract. Subcontractor agrees to comply with the terms and conditions of the Labor Agreements to the same degree and extent as if Subcontractor were a party to those agreements, including trust fund payments into the trust funds required by the Labor Agreements, and including Subcontractor's submission to, and Subcontractor's compliance with, the arbitration and other dispute resolution requirements of the Labor Agreements. Subcontractor in particular agrees to comply with the terms and provisions of the Labor Agreements setting forth the jurisdiction and the scope of work claimed by each of such crafts and the procedure contained therein for resolution of jurisdictional disputes. In the absence of any such procedure, or if such procedure fails to promptly resolve any jurisdictional dispute, Subcontractor agrees, at his own cost and expense, upon request of , to take any and all lawful steps to secure a binding and final determination of the jurisdictional dispute by the National Labor Relations Board.

Subcontractor acknowledges that the Labor Agreements may require that Subcontractor comply with additional labor agreements with unions affiliated with the AFL CIO but not listed. When the terms and conditions of the Labor Agreements so require, Subcontractor shall perform its jobsite work pursuant to all terms and conditions of an appropriate labor agreement with a union affiliated with the AFL CIO.

If picketing occurs on the Project, and establishes a reserved gate for Subcontractor's use, Subcontractor shall continue performance of the Work without interruption or delay.

Subcontractor shall require all of its subcontractors and its subcontractors' subcontractors performing work on the Project of the type covered by any of the Labor Agreements (or the additional labor agreements with affiliated unions) to agree to all of the provisions of this Section I.

Subcontractor also shall comply with all Federal, State and local laws, regulations and ordinances pertaining to the employment of labor, including without limitation the Fair Labor Standards Act and the California Labor Code.

H. SUBCONTRACTOR'S REPRESENTATIVE Subcontractor shall keep a representative at the job site during all times when the work is in progress. This representative shall be authorized to represent Subcontractor as to all aspects of the Work and this Subcontract. Prior to commencement of the Work, Subcontractor shall notify in writing of the name, work telephone number and home telephone number of Subcontractor's representative. If Subcontractor elects to change his representative, Subcontractor shall notify in writing of the name and telephone numbers of the new representative. No such change shall become effective until receipt by of this written notice.

I. LABOR AND EMPLOYMENT RELATIONS Subcontractor acknowledges that has entered into labor agreements covering work at construction job sites with the following labor unions: Operating Engineers Local Union No. 12 of the International Union of Operating Engineers, AFL CIO, Southern California District Council of Laborers of the Laborers' International Union of North America, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America Local Unions No. 36, 87, 166, 186, 848 and 986, (All of these labor agreements are hereafter collectively referred to as "the Labor Agreements.") Subcontractor expressly agrees that all of the provisions of the Labor Agreements which are applicable to Subcontractor are incorporated into this Subcontract as if they were set forth in full in this Subcontract. Subcontractor agrees to comply with the terms and conditions of the Labor Agreements to the same degree and extent as if Subcontractor were a party to those agreements, including trust fund payments into the trust funds required by the Labor Agreements, and including Subcontractor's submission to, and Subcontractor's compliance with, the arbitration and other dispute resolution requirements of the Labor Agreements. Subcontractor in particular agrees to comply with the terms and provisions of the Labor Agreements setting forth the jurisdiction and the scope of work claimed by each of such crafts and the procedure contained therein for resolution of jurisdictional disputes. In the absence of any such procedure, or if such procedure fails to promptly resolve any jurisdictional dispute, Subcontractor agrees, at his own cost and expense, upon request of , to take any and all lawful steps to secure a binding and final determination of the jurisdictional dispute by the National Labor Relations Board.

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I. LABOR AND EMPLOYMENT RELATIONS Subcontractor acknowledges that has entered into labor agreements covering work at construction job sites with the following labor unions: Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL CIO, Northern California District Council of Laborers of the Laborers' International Union of North America, California Shortline Agreement - United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO, and its affiliated Local Unions, UA Local 246 and 342 (All of these labor agreements are hereafter collectively referred to as "the Labor Agreements.") Subcontractor expressly agrees that all of the provisions of the Labor Agreements which are applicable to Subcontractor are incorporated into this Subcontract as if they were set forth in full in this Subcontract. Subcontractor agrees to comply with the terms and conditions of the Labor Agreements to the same degree and extent as if Subcontractor were a party to those agreements, including trust fund payments into the trust funds required by the Labor Agreements, and including Subcontractor's submission to, and Subcontractor's compliance with, the arbitration and other dispute resolution requirements of the Labor Agreements. Subcontractor in particular agrees to comply with the terms and provisions of the Labor Agreements setting forth the jurisdiction and the scope of work claimed by each of such crafts and the procedure contained therein for resolution of jurisdictional disputes. In the absence of any such procedure, or if such procedure fails to promptly resolve any jurisdictional dispute, Subcontractor agrees, at his own cost and expense, upon request of , to take any and all lawful steps to secure a binding and final determination of the jurisdictional dispute by the National Labor Relations Board.

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I. LABOR AND EMPLOYMENT RELATIONS Subcontractor acknowledges that has entered into labor agreements covering work at construction job sites with the following labor unions: Operating Engineers Local Union No. 12 of the International Union of Operating Engineers, AFL CIO, Southern California District Council of Laborers of the Laborers' International Union of North America, California Shortline Agreement - United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, AFL-CIO, and its affiliated Local Unions, UA Local 250 and 460 (All of these labor agreements are hereafter collectively referred to as "the Labor Agreements.") Subcontractor expressly agrees that all of the provisions of the Labor Agreements which are applicable to Subcontractor are incorporated into this Subcontract as if they were set forth in full in this Subcontract. Subcontractor agrees to comply with the terms and conditions of the Labor Agreements to the same degree and extent as if Subcontractor were a party to those agreements, including trust fund payments into the trust funds required by the Labor Agreements, and including Subcontractor's submission to, and Subcontractor's compliance with, the arbitration and other dispute resolution requirements of the Labor Agreements. Subcontractor in particular agrees to comply with the terms and provisions of the Labor Agreements setting forth the jurisdiction and the scope of work claimed by each of such crafts and the procedure contained therein for resolution of jurisdictional disputes. In the absence of any such procedure, or if such procedure fails to promptly resolve any jurisdictional dispute, Subcontractor agrees, at his own cost and expense, upon request of , to take any and all lawful steps to secure a binding and final determination of the jurisdictional dispute by the National Labor Relations Board.

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Subcontractor also shall comply with all Federal, State and local laws, regulations and ordinances pertaining to the employment of labor, including without limitation the Fair Labor Standards Act and the California Labor Code.

J. **WARRANTIES** All materials and work furnished by Subcontractor shall strictly comply with all requirements of the Contract Documents, be of good and workmanlike quality and free from defects, and shall be subject to inspection and approval by . Defective or nonconforming materials or work shall, at option, immediately upon discovery be repaired or replaced at Subcontractor's sole expense, to the satisfaction of and Owner. The cost to repair any adjacent work or materials disturbed or damaged during or as a result of any such corrective work also shall be paid by Subcontractor. All corrective work and materials are guaranteed by Subcontractor in the same manner. No inspection, failure of inspection, or payment to Subcontractor shall be deemed a waiver of any of the rights or obligations, otherwise arising under this Section J, and nothing in this section shall exclude or limit any warranties implied by law. If Subcontractor fails or refuses, within seven days after written demand by , to correct any defective or nonconforming materials or work, may, without further notice or demand cause such defective or nonconforming materials or work to be repaired or replaced by others. Subcontractor shall immediately reimburse for the cost of such repair or replacement. These warranties shall not reduce and are in addition to Subcontractor's liability under any other provisions of the Contract Documents, under applicable state law, or for latent defects.

K. **PROVISIONS FOR INSPECTION** Subcontractor shall at all times furnish to , Owner, Engineer and/or Architect, and their representatives safe and ample facilities for inspecting work and materials at the Project and at any shops, factories, or other places of business of Subcontractor and its subcontractors and material suppliers where work or materials under this Subcontract may be in the course of preparation or manufacture. Subcontractor also shall furnish to , as often as requested by , a full report of the progress of the Work at any place where work or materials under this Subcontract may be in the course of preparation or manufacture. The reports shall show the progress of preparation or manufacture in such detail as may be requested by .

L. **MATERIALS AND WORK FURNISHED BY OTHERS** If the Work includes installation of materials or equipment furnished by others, or work to be performed in areas to be constructed or prepared by others, Subcontractor shall examine and accept, at the time of delivery or first access, the items or areas so provided and shall thereafter handle, store and install the items, and protect the areas, with the skills and care required to insure satisfactory completion of the Work. Use of such items or commencement of work by Subcontractor in such areas shall be deemed to constitute acceptance thereof by Subcontractor.

M. **PROTECTION OF WORK** Subcontractor shall secure, protect and assume full responsibility for the Work at all times prior to final acceptance by Engineer or Architect, Owner and . Subcontractor also shall protect the work and workers of , Owner and other subcontractors from Subcontractor's operations. Subcontractor shall be liable for any loss or damage to any work in place or to any equipment and/or materials on the Project caused by Subcontractor or its agents, employees, subcontractors, material suppliers or guests.

N. **INSURANCE** Subcontractor shall maintain insurance on all of its operations during the progress of the Work, with insurance companies admitted in California, on forms acceptable to , for the minimum insurance coverages shown on Attachment C:

O. INDEMNIFICATION

All work covered by this Agreement done at the Project shall be at the risk of Subcontractor exclusively until the Work is completed and accepted by Contractor.

1. To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Owner and Contractor, including their officers, directors, shareholders, agents, employees, affiliates, parents and subsidiaries, and each of them (hereinafter "the Indemnified Parties"), of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liability, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with any act or omission of Subcontractor's operations to be performed under this Agreement for, but not limited to:

a. Personal Injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to any employees or agents of Subcontractor, Owner, Contractor, or any other subcontractor and/or damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in part by any act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable.

b. Penalties or fines imposed, or damages incurred, on account of any violation of any law, order, citation, rule regulation, standard, ordinance or statute, caused by the action or inaction of Subcontractor.

c. Claims for infringement of any patent rights which may be brought against any of the Indemnified Parties arising out of the Work.

d. Claims, liens, stop notices and bond claims for work, labor, services, material or equipment used or furnished to be used on the Project , including all incidental or consequential damages resulting to any of the Indemnified Parties from such claims, liens, stop notices and bond claims.

e. Claims arising from or relating to any failure by Subcontractor to comply with any term or provision of this Agreement and the Contract Documents.

f. Subcontractor's failure to fulfill the covenants set forth in Labor Relations.

The indemnification provisions herein, including without limitations of (a) through (f) above shall extend to Claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply to the fullest extent permitted by law, regardless of any passively negligent act or omission of the Indemnified Parties. Subcontractor, however, shall not be obligated under this Agreement to indemnify Owner or Contractor for Claims arising from the active negligence, sole negligence, or willful misconduct of Owner or Contractor or their agents, employees or independent contractors who are directly responsible to Owner or Contractor or for defects in design furnished by such persons.

2. Except as otherwise provided by the statutes or public policy of the State of California, Subcontractor's indemnity obligations set forth in this Section shall not be limited by the insurance requirements set forth in Section 5.03 below.

3. Subcontractor shall:

a. At Subcontractor's own cost, expense and risk, defend (with independent counsel reasonably acceptable to Contractor) all Claims as defined by this Section that may be brought or instituted by third parties, including, but not limited to, governmental agencies or employees of Subcontractor against the Indemnified Parties.

b. With respect to any Claims as to which Subcontractor owes a defense obligation pursuant to this Agreement. Subcontractor hereby elects to proceed under California Civil Code sections 2782(e)(2) and 2782.05(e)(2), and further agrees that upon final resolution of any such Claim, any reimbursement for defense fees and costs previously paid by Subcontractor shall be governed by such provision of the California Civil Code.

c. Pay and satisfy any judgment, award, fine, penalty, or decree that may be rendered against the Indemnified Parties arising out of such Claim; and

d. Reimburse the Indemnified Parties for any and all legal expenses incurred by any of them in connection herewith or in enforcing the indemnity granted in this Section.

4. Notwithstanding any of the provisions of this Section, if it is finally determined by a court of competent jurisdiction that any of such provisions are void and unenforceable under governing law, then such provisions shall be deemed stricken from the Agreement and the remaining provisions shall remain in full force and effect and shall be construed to provide for the maximum defense and indemnification obligation by Subcontractor permitted by law.

P. **USE OF EQUIPMENT.** If Subcontractor uses equipment, materials, labor, supplies or facilities, Subcontractor shall reimburse at customary rates for such items. Further, Subcontractor assumes all responsibility for, and shall hold harmless from, any claims actions demands damages, liabilities or expenses, including attorney's fees, resulting from the use of such equipment, materials, labor, supplies or facilities by Subcontractor or its agents, employees or permittees. If employees are used by Subcontractor, Subcontractor shall have full responsibility for all acts or omissions, whether actively or passively negligent, of employees with regard to such operations. Subcontractor accepts any and all of equipment, materials, labor, supplies or facilities as furnished, and shall not be liable for its active or passive failure to inspect, service or maintain the same.

Q. CLEANUP At all times during the course on construction, Subcontractor shall perform the Work so as to maintain the Project in a clean, safe and orderly condition. Upon completion of the Work, Subcontractor shall remove from the Project all temporary structures, debris and waste incidental to its operation and shall clean all surfaces, fixtures, equipment, and facilities of the Work. may order Subcontractor to clean up its area of work at any time deems such action necessary. If Subcontractor fails to perform cleanup within two (2) business days after notification from to do so, may proceed with that cleanup in any reasonable manner, and the cost thereof shall be charged to Subcontractor and deducted from any monies due under this Subcontract. If is unable to determine which subcontractor is responsible for the cleanup, may apportion the cost of such cleanup in any manner it determines to be equitable.

R. ASSIGNMENT OF CONTRACT Subcontractor shall not, without written consent of , assign, transfer or sublet all or any portion or part of the Work, or assign any payments hereunder to others. may assign or transfer the whole or part of this Subcontract, and its rights hereunder, to any corporation, individual, partnership, or limited liability company.

S. INDEPENDENT CONTRACTOR Subcontractor is an independent contractor and shall, at its sole cost and expense, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the Work; obtain all permits and licenses necessary for the Work; and pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for Social Security and Unemployment which are measured by wages, salaries or other remunerations paid to Subcontractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. Subcontractor, upon request, shall furnish evidence satisfactory to that any or all of the foregoing obligations have been fulfilled.

T. EXCUSE Any act or omission of which Subcontractor might claim as an excuse for its own failure to perform shall be deemed waived by Subcontractor unless it shall notify of its intention to assert such excuse within ten (10) days after the occurrence of any such act or omission. Subcontractor also waives any right it might have to assert against the provisions of California Civil Code Section 1654, relative to the interpretation of ambiguities of contract provisions against the party who caused the uncertainty to exist.

U. DISPUTE RESOLUTION

1. and Subcontractor shall not be obligated to resolve disputes arising under this Subcontract by arbitration, unless (i) the Contract Documents have an arbitration provision; and (ii) a particular dispute between and Subcontractor involves issues of fact or law which is required to arbitrate under the terms of the Contract Documents. If arbitration is required under the terms of this provision, the same arbitrator(s) utilized to resolve the dispute between Owner and shall be utilized to resolve the dispute under this provision.

2. If and Owner or others arbitrate matters relating to this Subcontract, Subcontractor shall be required, at the request of , to prepare and present case, at Subcontractor's expense, to the extent the proceedings relate to this Subcontract.

3. In the event of any dispute or claim between and Owner which directly or indirectly involves the Work, or in the event of any dispute or claim between and Subcontractor concerning additional compensation or an extension of time under the Contract Documents, Subcontractor agrees to be bound to and agrees to be bound to Subcontractor to the same extent that is bound to Owner by the terms of the Contract Documents and by all decisions, finding or determinations made thereunder by the person so authorized in the Contract Documents, or by any arbitrator, agency or court of competent jurisdiction, provided Subcontractor is given reasonable notice of such proceedings. If any dispute or claim is prosecuted or defended by , and Subcontractor is not directly a party or litigant, Subcontractor agrees to cooperate fully with and to furnish all documents, statements, witnesses and other information required by for such purpose, and shall pay or reimburse for all expenses and costs, including reasonable attorneys' fees incurred at the request of or on behalf of Subcontractor in connection therewith. It is expressly understood and agreed in connection with the determination of such claims or disputes that, as to any and all work done and agreed to be done by Subcontractor, and as to any and all materials or services furnished or agreed to be furnished by Subcontractor, and as to any and all damages, if any, incurred by Subcontractor in connection with the Project, shall never be liable to Subcontractor to any greater extent than Owner is liable to .

4. If Subcontractor submits any claim which by its nature is a pass through claim, i.e., a claim which if meritorious ultimately must be paid by Owner rather than , may, in its sole discretion, require Subcontractor to enter into a pass through agreement, whereby authorizes Subcontractor to prosecute the claim in name and Subcontractor agrees that the recovery which it obtains on the claim will be limited to the amount, if any, it receives from Owner. The terms of any such pass through agreement shall be satisfactory to . Subcontractor shall reimburse for any reasonable attorneys' fees incurred by in connection with the preparation of the pass through agreement or on account of the claim being prosecuted by Subcontractor in name. Further, Subcontractor shall defend and indemnify from and against any cross claim or counterclaim brought by Owner against on account of the claim being pursued by Subcontractor.

5. No claim, dispute or controversy shall interfere with the progress and performance of the Work, and in all instances Subcontractor shall proceed with the Work as directed by . Any failure of Subcontractor to comply herewith and to proceed with the Work shall automatically be deemed a breach of the subcontract, which shall entitle to all appropriate remedies, including those enumerated in Section D of this Subcontract.

V. SAFETY AND ENVIRONMENTAL AND EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS Subcontractor shall, at its expense, conform to all safety policies and requirements of and Owner. Subcontractor acknowledges receipt of and agreement with Teichert standard policies as written in the *Teichert, Inc. Supplier & Subcontractor Code of Conduct*. The most current version of our Code of Conduct document can be found at <https://www.teichert.com/suppliers-and-subcontractors>. Subcontractor also shall, at its expense, conform to all safety, environmental, hazardous materials, disadvantaged business, affirmative action, non discrimination, and equal opportunity regulations or requirements promulgated by any federal, state or local government authority which are in any manner applicable to this Subcontract or the Work.

W. WAIVER SAVINGS CLAUSE Waiver by of any breach of this Subcontract by Subcontractor shall not constitute a waiver of any subsequent breach of the same or any other provisions of this Subcontract. If any provision of this Subcontract, or any part thereof, shall at any time be held to be invalid, in whole or in part, under any applicable federal, state, local or other law, ruling or regulation, then such provision shall remain in effect to the extent permitted and the remaining provisions of this Subcontract shall remain in full force and effect.

X. REFERENCES Words used in this Subcontract in the present tense include the future as well as the present; words used in the masculine gender include the feminine and neuter, and the singular number includes the plural and the plural the singular.

Y. INSOLVENCY

1. In the event Subcontractor becomes the debtor in a case under Title 11 U.S.C., the Bankruptcy Code, when some performance by Subcontractor is due under this Subcontract, is entitled to seek on an expedited basis an order of the bankruptcy court requiring assumption or rejection of the subcontract. Adequate assurance of future performance, within the meaning of 11 U.S.C §365, requires each of the following:

- Subcontractor as debtor in possession or its trustee continues to provide and pay for, on a timely basis, all labor, equipment, materials and tools required to complete the Work in accordance with this Subcontract;
- Subcontractor continues to provide an adequate force of skilled workers to complete the Work in accordance with all requirements of this Subcontract.
- Subcontractor continues to provide with scheduling information and continues to perform the Work in conformance with progress schedule and all revision or changes made thereto;
- Subcontractor keeps current all payments for sales, consumer and use taxes and payments required by all union contracts; obtains and pays for all necessary permits, fees, licenses and inspections; and pays for and maintains in full force and effect all insurance policies required by this Subcontract;
- Subcontractor continues to remain solely responsible for its construction means, methods, techniques, sequences and procedures;
- Subcontractor continues to comply with the provisions of Section I of this Subcontract;
- Subcontractor continues to furnish and pay for all temporary services and facilities required by this Subcontract;
- Subcontractor continues to arrange for timely procurement of materials and equipment, and to furnish competent and knowledgeable staff and superintendents; and
- Subcontractor shall provide with weekly reports, signed under penalty of perjury, documenting that all required payments are current.

2. It is expressly agreed that if this Subcontract is rejected, the provisions of this subcontract with respect to DEFAULT/RECOURSE BY , Section D, shall be applicable to the fullest extent permitted by law. Contractor may recover against any sums due or to become due Subcontractor all costs incurred in pursuing any of the remedies provided hereunder including but not limited to reasonable overhead, profit and actual attorneys' fees incurred as a result of Subcontractor's non performance. Subcontractor shall be liable for the payment of any amount by which such cost may exceed the unpaid balance of the Subcontract Price.

3. Because time is of the essence, in the event of rejection of this Subcontract, the rejection order shall also provide with immediate termination of the automatic stay to use materials, implements, equipment, appliances or tools, furnished by or belonging to Subcontractor, to complete the Work. In the event the Bankruptcy Court's rejection order does not so provide or the rejection occurs by operation of law, is entitled to obtain an order terminating the automatic stay on ex parte application, without notice to Subcontractor, for cause based upon the rejection.

4. reserves all rights and remedies possessed by or available to by law as against Subcontractor, its sureties, and insurers, including without limitation, rights of set off, to retain moneys, to amend or modify this Subcontract, and reserves all remedies otherwise available at law.

Z. EQUAL EMPLOYMENT OPPORTUNITY - Subcontractor is hereby notified that is committed to comply with all applicable equal employment opportunity (EEO) laws. is a federal construction contractor and as such has both an EEO Policy and an EEO Program.

It is the policy of that it does not discriminate in any condition of employment because of race, color, national origin/ancestry, gender, religion, sexual orientation, marital status, disability, medical condition (including general characteristics), protected veteran status, age, physical or mental disability, gender identity, or any other characteristic prohibited by applicable federal, state or local laws. This includes practices and procedures in connection with recruitment, advertising or solicitation for employment, hiring, placement, promotion, transfer, demotion, compensation, selection for training, and action during employment, layoff or termination.

has an EEO Program that implements the specific EEO standards as required and permitted by applicable law. is committed to take affirmative action to ensure equal employment opportunity and make good faith efforts to achieve our participation goals.

Those subcontractors to which are covered "federal subcontractors" must comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended.

ATTACHMENT C - INSURANCE REQUIREMENTS

INSURANCE - Subcontractor shall maintain coverage on all of its operations with insurance companies admitted in California and rated no lower than A / VIII by AM Best, on forms acceptable to Contractor, with the following minimum insurance provisions, conditions and limits of liability:

1. Workers' Compensation
Statutory limits, as required by law.
Employer's liability:

\$1,000,000 each accident
\$1,000,000 by disease - each employee
\$1,000,000 by disease - policy limit

Waiver of Right of Recovery Endorsement in favor of , , Owner, and any others, as required by Prime Contract.

2. Commercial General Liability
On an Occurrence Basis - "claims made" is unacceptable.

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal & Advertising Liability
\$2,000,000 Per Project Aggregate

CGL policy form shall be ISO CG 00 01 11 88, or equivalent

Subcontractor's deductible or self-insured retention shall be no greater than \$10,000 per occurrence, unless approved in writing by Contractor.

CGL coverage shall include:

Premises operations and mobile equipment liability
Completed operations and products liability
Contractual liability insuring the obligations of Subcontractor's obligations assumed in this subcontract
Independent contractor's contingent liability
Coverage for explosion, collapse, subsidence, and underground property damage
Broad form property damage
Personal injury
Severability of interest

3. Automobile
\$1,000,000 Per Accident combined single limit.

Liability coverage shall apply to Any Auto and shall include Hired and Non-Owned Autos.

4. Excess Liability
On an Occurrence Basis - "claims made" is unacceptable.

\$1,000,000 Each Occurrence and \$1,000,000 Aggregate

5. Higher Limits Required By Prime Contract

If higher limits or other forms of insurance are required in the Contract Documents or by Owner or Contractor, Subcontractor shall at its own cost comply with such requirements.

6. The policies described in sections 2, 3 and 4 above shall be endorsed to name its subsidiaries and affiliates and their shareholders, directors, officers, employees and agents, , Contractor, Owner, and Owner's construction manager, if any, as additional insureds, and shall stipulate that the insurance afforded to Contractor and Owner shall be primary insurance, and that any insurance carried by Contractor and Owner shall be excess and non contributory with Subcontractor's insurance. Use Additional Insured Endorsement CG 20 10 11 85, or equivalent. Evidence of additional insured coverage for completed operations must be provided.

7. Certificates of insurance and applicable waivers and additional insured endorsements shall be furnished by Subcontractor to Contractor before any work is commenced hereunder by Subcontractor. Certificates issued without the required waivers and additional insured endorsements are incomplete. The certificates shall provide that there will be no cancellation, reduction or modification of coverage without 30 days' prior written notice to Contractor.

8. All such insurance coverages shall remain in effect until expiration of Contractor's warranty to Owner and the cancellation notice provision contained herein shall remain in effect during the coverage.

9. If Subcontractor does not comply with the requirements of this Attachment, Contractor may, at its option, provide insurance coverage to protect Owner and Contractor and charge Subcontractor for the cost of that insurance. If Contractor elects to provide such insurance, this shall in no way limit or relieve Subcontractor of the duties and responsibilities assumed by it in this Subcontract.

10. If Subcontractor or any of its sub-tier Subcontractors use any owned, chartered, leased or hired aircraft of any type in the performance of this Agreement, Subcontractor or its sub-tier Subcontractors shall maintain aircraft liability insurance in an amount of not less than \$2,000,000 per occurrence, including passenger liability.

11. If Subcontractor or any of its sub-tier Subcontractors, consultants or sub-consultants provide professional services, including but not limited to design, architecture, engineering or surveying, as part of Subcontractor's work under this Agreement, Subcontractor or the sub-tier Subcontractor, consultant or sub-consultant shall provide evidence of professional liability insurance with minimum limits of liability of \$1,000,000 per claim.

ATTACHMENT D - SUBCONTRACTOR SAFETY ADDENDUM

Jobsite safety is of extreme importance. Subcontractor must at all times comply with all applicable federal, state, and local safety rules and regulations. Subcontractor must take those actions necessary to ensure that it is familiar with safety and health policies and requirements of Contractor and Owner, and agrees to abide by said policies and requirements. Subcontractor must also take all steps necessary to ensure that all persons or firms working under or for Subcontractor in connection with the Project equally comply with all applicable safety rules, regulations and policies, as set forth directly above.

Prior to starting any work on the Project, Subcontractor must provide Contractor with a copy of Subcontractor's current Injury/Illness Prevention Program, i.e., your company's written safety program. Subcontractor shall also provide any other written programs relevant to Subcontractor's work, such as a fall protection plan, hazard communication plan, etc.

Subcontractor shall comply with and enforce all applicable safety rules, regulations, standards and policies.

Subcontractor shall promptly notify Teichert Project Manager of any significant safety events that occur with Subcontractor's work on this project. Typical significant safety events include, but are not limited to, the following examples:

1. Any employee OSHA recordable injury (greater than a first aid injury).
2. Any damage to an underground or overhead utilities line.
3. Any 3rd party property damage.
4. Any vehicle or equipment damage that occurs within the project boundaries.
5. Any regulatory inspection or complaint which occurs within the project boundaries.

Use of personal protective equipment (hard hats, colored warning garments, proper eye protection, proper footwear, etc.) is mandatory at all times. If Subcontractor or any person or firm working under or for Subcontractor in connection with the Project fails to use or enforce the use of appropriate personal protective equipment at all times, or otherwise fails to fully comply with all applicable safety rules, regulations and policies, Contractor may, at its option, do any of the following:

1. Require the immediate removal from the jobsite of any person found to be without appropriate personal protective equipment, and/or who may be otherwise failing to fully comply with all applicable safety rules, regulations and policies.
2. Provide missing personal protective equipment to Subcontractor and back charge Subcontractor the existing cost for the equipment which Subcontractor agrees to immediately pay.
3. Charge Subcontractor an amount equal to \$200 per day for otherwise failing to comply with all applicable safety rules, regulations and policies; and/or withhold a reasonable portion of progress payments to Subcontractor in an amount necessary to ensure Subcontractor's full and complete compliance. Subcontractor agrees that the aforementioned sums are to be paid, not as a penalty, but as liquidated damages to reasonably compensate Contractor for increased administrative costs and other tangible and intangible costs. The rights and remedies of Contractor under this paragraph, or any other remedy provided by the Agreement, are not exclusive and do not preclude the exercise of any other rights or remedies provided by the Agreement or law.
4. Subcontractor acknowledges and agrees that Contractor has the rights and remedies stated above which are fair and reasonable, and further acknowledges and agrees that no action taken by Contractor to assert or enforce any of these rights or remedies shall excuse Subcontractor from full, safe, and timely performance of its obligations under the Agreement.

Subcontractor shall comply with the requirements of Section 5194 of Title 8, California Code of Regulations, entitled Hazard Communication and Section 3203 of Title 8, California Code of Regulations, entitled Injury and Illness Prevention Program.

Subcontractor shall comply with all environmental requirements, dust control requirements and air quality emissions controls or restrictions (including exhaust opacity) applicable to the Project, including those applicable by law, those contained in applicable permits and those included in any Storm Water Pollution Prevention Plan (SWPPP) for the Project.

Subcontractor shall comply with the USA Regional Notification Center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code.

Teichert may provide subcontractor with potholing information that was obtained by Teichert's own investigation. Teichert does not warrant the accuracy or completeness of any potholing information and subcontractor should not rely on this information. Subcontractor is responsible to perform its own required investigation prior to excavation.

In the event Contractor receives a citation(s) from the Division of Occupational Safety and Health alleging a violation of a safety regulation or standard as a result of the actions of a Subcontractor, acting as an "exposing" or "creating" employer as defined in Labor Code § 6400, Subcontractor agrees to promptly pay to Contractor reasonable expenses and costs incurred in defending such citation(s) with the California Occupational Safety and Health Appeals Board, including any penalties assessed.

ATTACHMENT K
SUBCONTRACTOR UNION CHECKLIST

**SUBCONTRACTOR'S CURRENT SIGNATORY RELATIONSHIP STATUS
WITH THE RESPECTIVE LABOR UNIONS**

As of _____, 2022

CRAFT UNION

"SUB" IS CURRENTLY SIGNATORY TO

- | | | |
|-------------------------------|------------------------------|-----------------------------|
| CEMENT MASONS | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| CARPENTERS | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| LABORERS | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| OPERATING ENGINEERS | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| TEAMSTERS, CONSTRUCTION | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| WELDERS: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Other: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

NON-UNION EMPLOYER to be processed with *SUBCONTRACT TERMS/CONDITIONS* paperwork Yes

EXHIBIT A - QUOTE
(Attached)

BOND NO. _____
PREMIUM _____

SUBCONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____
as Principal, and _____ as Surety, are held and firmly bound unto
_____ as Obligee, in the penal sum of
Dollars (_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain agreement which is
incorporated by reference and made a part hereof, with the Obligee dated _____,
for _____ being part of the work covered by a contract dated on or
about _____, between _____
hereinafter called Owner, and the said Obligee for _____
which contract and the specifications and general conditions thereof are hereby incorporated herein and shall be deemed a part
hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall fully indemnify and save harmless the Obligee from all loss, liability, costs,
damages, penalty, attorney's fees or expense which Obligee may incur by reason of failure to well and truly keep and perform
each, every and all of the terms and conditions of said agreement on the part of the said Principal to be kept and performed,
including, but not limited to, completion within the time specified of all work covered by said agreement, performance of all
obligations, and guarantees of the Obligee relating to such work under the contract with the Owner, then this obligation shall be of
no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the
terms of said agreement, any change in the character or scope of the work to be performed, or the method of performance, under
said agreement, or modification of said agreement or in the time for completion thereof, any change in the manner, time or amount
of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the
said Obligee and the Owner or any change that may be made in the performance of the work under said agreement by the
Principal, assented to by the Obligee, whether made under express agreement or not, may be made without notice to the Surety
and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety, and no such
change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby consenting to and waiving
notice of any such change, alteration, modification or amendment.

It is a further condition hereof that no one other than the named Obligee and the successors, administrators, or assigns of the
Obligee shall have any right of action under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals this
_____ day of _____, 20 ____.

By: _____

By: _____

BOND NO. _____

PREMIUM _____

SUBCONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____
as Principal, and _____ as Surety, are held and firmly bound unto
_____ as Obligee, in the penal sum of
Dollars (_____) lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain agreement which is
incorporated by reference and made a part hereof, with the Obligee dated _____,
for _____ being part of the work covered by a contract dated on or
about _____, between _____
hereinafter called Owner, and the said Obligee for _____
which contract and the specifications and general conditions thereof are hereby incorporated herein and shall be deemed a
part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall pay promptly and in full the claims of all persons, firms or corporations,
performing labor or furnishing equipment, materials, or supplies incurred in connection with the contract to be performed and
under said agreement, and shall indemnify and save harmless the Obligee from all loss, liability, costs, damages, penalty,
attorney's fees or expenses for all taxes, insurance premiums, any and all applicable contributions, allowances or other
payments or deductions, however termed, required by statute or union labor agreement, including voluntary payment thereof
by the Obligee necessary to insure orderly prosecution of work or other items or services used in, upon or for or incurred in
connection with the contract to be performed and under said agreement, then this obligation shall be of no effect, but
otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in
the terms of said agreement, any change in the character or scope of the work to be performed, or the method of performance,
under said agreement or modification of said agreement or in the time for completion thereof, any change in the manner, time
or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the
contract between the said Obligee and the Owner or any change that may be made in the performance of the work under said
agreement by the Principal, assented to by the Obligee, whether made under express agreement or not, may be made without
notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the
Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby
consenting to and waiving notice of any such change, alteration, modification or amendment.

Subject to the priority of the named Obligee with respect to recovery up to the penal sum of this bond, persons who have
supplied or furnished labor, material, machinery, equipment or supplies to the Principal for use in the prosecution of the work
provided for in said contract shall have a direct right of action against said Principal and Surety under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals this
_____ day of _____, 20 ____.

By: _____

By: _____



Roseville Office
 400 Sunrise Ave, Suite 300
 Roseville, CA 95661
 Phone: (916) 757-6400 Fax: (916) 757-6499

Subcontract #:

NON-WAIVER AGREEMENT

Pursuant to Section 5 of the Subcontract Agreement entered into between ("Contractor") and , ("Subcontractor"), dated , SUBCONTRACTOR has specifically covenanted and agreed to furnish both a Performance Bond and a Payment Bond ("the Bonds"), each in amount equal to and the full subcontract price. SUBCONTRACTOR has not yet furnished the bonds as required by Section 5, but SUBCONTRACTOR now desires to commence performance of its subcontract work, subject to the express condition that it will furnish the bonds within thirty (30) days of the date of this NON-WAIVER AGREEMENT.

Accordingly, SUBCONTRACTOR and CONTRACTOR specifically agrees as follows:

1. SUBCONTRACTOR shall be permitted to immediately undertake performance of its subcontract work;
2. SUBCONTRACTOR shall furnish the bonds within thirty (30) days of the date of this NON-WAIVER AGREEMENT;
3. CONTRACTOR shall have the absolute right to terminate the subcontract without any form of prior notice to SUBCONTRACTOR if SUBCONTRACTOR fails to furnish the bonds within the time limit specified in Paragraph 2 above;
4. Termination pursuant to Paragraph 3 above shall be considered a termination for cause, resulting from SUBCONTRACTOR'S failure to comply, or disability from complying with, a provision as to character and time or performance within the meaning of General Subcontract Provisions, Subpart "A" of the subcontract and CONTRACTOR shall have all rights and remedies available to it under the subcontract upon such termination;
5. CONTRACTOR'S rights under this NON-WAIVER AGREEMENT are cumulative with, and in addition to, any and all rights existing under the subcontract and California Government Code Sections 4107 and 4108; this agreement shall not be deemed a waiver by CONTRACTOR of any provision contained in the subcontract, or any obligation of the SUBCONTRACTOR thereunder, or CONTRACTOR'S rights under California Government Code Sections 4107 and 4108;
6. If either CONTRACTOR or SUBCONTRACTOR institutes any legal proceedings against the other, or against the surety of the other, in connection with any dispute or matter arising under this NON-WAIVER AGREEMENT, the party which prevails in the proceedings shall be entitled to recover from the other, its reasonable attorneys' fees and costs incurred in that dispute or matter, which shall be determined by the court or arbitrator, where applicable, and be included in the judgment or decision.

This agreement is entered into in , on the _____ day of _____, 20_____ .

By: _____

Its _____

By: _____

David A. Swartz
 Executive Vice President

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
California Civil Code Section 8132

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON THE RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date of this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including:
 - (A) a right based on rescission, abandonment, or breach of contract, and
 - (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

California Civil Code Section 8134

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including:
 - (A) a right based on rescission, abandonment, or breach of contract, and
 - (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

California Civil Code Section 8136

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON THE RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date of this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$_____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

California Civil Code Section 8138

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____