

Letter of Transmittal

{Contract Date}

Attention:

Re:

Job Number:

You have been selected to perform work on the above referenced project. Enclosed are the following documents for your review:

Two (2) copies of BBI Construction Standard Subcontract.
Two (2) Safety Notices to Subcontractors.

If the subcontract is acceptable, please sign and return both copies to our office. There is a time requirement for submittal of this contract to the General Contractor as defined in Section 3, Entire Agreement. All changes made to the subcontract must include the initials of both the subcontractor and contractor before the changes can be accepted and legally binding.

As a reminder, progress payments shall be made on a monthly basis for the work completed under this subcontract. Payments are mailed from our office within 10 days of receipt of payment from the Owner. Please submit all invoices for completed work by the 20th day of the month. To maintain a timely payment schedule, we require the following documents/references.

- a. Certificates of Insurance from your insurance carrier, as required in Section 14 of the attached subcontract (refer to following sample Certificate & description). BBI CONSTRUCTION, PROJECT OWNER, BUILDING OWNER, AND LENDER (if any) AND THEIR DIRECTORS, OFFICERS, AND EMPLOYEES WILL BE NAMED AS ADDITIONAL INSURED ON YOUR COMMERCIAL GENERAL LIABILITY POLICY. THESE MUST BE RECEIVED BY OUR MAIN OFFICE PRIOR TO YOUR PROCEEDING WITH WORK AT THE JOB SITE.
- b. The BBI Job Number on all invoices (see above).
- c. Conditional Progress or Final Waiver and Release forms as per contract documents.
- d. Prevailing Wage / Certified Payroll / Statement of Compliance Required.

We look forward to working with you toward a successful completion of this project. If you have any questions or need further information, please contact me as soon as possible.

Sincerely,



Standard Form Subcontract

Job Name:
Job:
Subcontract Date: {Contract Date}

This Agreement is made this day between BBI-CON, Inc. dba BBI Construction

(Contractor) and: {Company Name} (Subcontractor)

CONTRACTOR:

BBI CONSTRUCTION
1155 Third Street, Suite # 230
Oakland, CA 94607
(510)286-8200

SUBCONTRACTOR:

By: _____
(Signature)

By _____
(Signature)

Jeff Robinson / Vice President of Operations
(Print Name & Title)

(Print Name & Title)

(Contractors License #) BA 767890
Dated _____

(Subcontractors License #) {Company License Info}
Dated _____

(signature date)

SECTION 1. SCOPE. Subcontractor agrees to furnish all labor, materials, equipment and other facilities required to complete the work of improvement, according to Exhibit A (attached hereto).

SECTION 2. PRICE AND PAYMENT. Contractor agrees to pay Subcontractor for the strict performance of his work, the sum of: {Contracts.OrigValue}, subject to adjustments for changes in the work as may be directed in writing by the Contractor.

Payment shall be made in monthly progress payments of 90% of labor and material which have been incorporated into the work of improvement. Progress payments to Subcontractor shall be made with sums received by Contractor from Owner for work performed by Subcontractor as reflected in Contractor's application for payment. This payment schedule does not relieve the Contractor of any obligations for payment which are binding by Statute of Law. Final payment of the balance owed to Subcontractor shall be due ten days after receipt by Contractor of final payment from Owner for Subcontractor's work. Subcontractor agrees to furnish, when required by Contractor, all close-out documents as required by Owner and Exhibit A

Contractor may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to the extent necessary to protect Contractor 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 or fringe benefits; (4) a reasonable doubt that this Agreement can be completed for the balance then unpaid; (5) damage to another subcontractor; (6) penalties assessed against Contractor or Subcontractor for failure of Subcontractor to comply with State, Federal or local laws and regulations; or (7) any other ground for withholding payment allowed by State or Federal law, the Prime Contract, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Subcontractor.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD, WHOSE ADDRESS IS: CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.



SECTION 3. ENTIRE AGREEMENT. This Agreement and the attached Exhibits and the referenced Contract Documents constitute the entire agreement between Contractor and Subcontractor, and supersedes any and all prior oral or written representations, promises, negotiations or agreements. Subcontractor and its sub-contractors and suppliers are bound by and shall comply with the prime contract documents incorporated therein, insofar as they relate in any way, whether directly or indirectly to the Work covered by this agreement, except to the extent the latter may be directly in conflict with this Agreement.

This Subcontract shall be signed by Subcontractor and returned to Contractor within 5 days of its receipt by Subcontractor. Failure to return the signed Subcontract within this time shall be deemed to be a failure or refusal of Subcontractor to honor its bid on the Project, a refusal of a listed subcontractor on a public project to execute a written subcontract within the meaning of Public Contract Code sec. 4107(a)(1), permission by Subcontractor to allow Contractor to substitute or to hire another subcontractor in its place on the project referenced in the Subcontract and to bill and to sue Subcontractor for any added costs or expenses incurred by Contractor in retaining a new subcontractor for the project, including, but not limited to, any increase in subcontract amount.

SECTION 4 SAFETY PRACTICES Subcontractor shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous substances and materials, accident prevention, safety equipment and practices including the accident prevention and safety program of Owner and Contractor. Subcontractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to work for its employees and for employees of its subcontractors and suppliers of materials and equipment, for adequacy of and required use of all safety equipment and for full compliance with the aforesaid laws, orders, citations, rules, regulations, standards and statutes. To assist in our efforts to provide a safe workplace a fine of \$500/incident will be assessed against your contract after 3 separate warnings of non-compliance.

SECTION 5. TIME. Time is of the essence of this Agreement. Subcontractor shall promptly provide Contractor with scheduling information and a proposed schedule for performance of his work in a form acceptable to Contractor and shall conform to Contractor's progress schedules, including all revisions or changes made by Contractor in the scheduling of work. Subcontractor shall coordinate its work with that of all other Contractors, Subcontractors and suppliers so as not to delay or damage their performance. Subcontractor shall prosecute his work in a prompt and diligent manner in accordance with Contractor's progress schedule without delaying or hindering Contractor's work or the work of other contractors or subcontractors. Subcontractor shall coordinate the work covered by this Agreement with that of all other contractors, subcontractors, and of the Contractor, in a manner that will facilitate the efficient completion of the entire work.

In the event Subcontractor fails to maintain his part of the Contractor's schedule, he shall, without additional compensation, accelerate the work as Contractor may direct until Subcontractor's work is in accordance with such schedule. Contractor shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which various portions of the work shall be installed and the relative priority of the work of Subcontractor and other subcontractors, and, in general, all other matters pertaining to the timely and orderly conduct of the work of Subcontractor on the premises.

Subcontractor shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details, samples, and do all other things necessary and incidental to the prosecution of his work in conformance with Contractor's progress schedule.

If Subcontractor is not performing in accordance with the schedule of work at the time of entering an order for relief, or at any subsequent time, Contractor, while awaiting the decision of Subcontractor or its bankruptcy trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Section as are reasonably necessary to maintain the schedule of work. Contractor may offset against any sums due or to become due Subcontractor all costs incurred improving any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit, actual attorneys' fees, losses, and all liquidated or other damages imposed on Contractor by Owner or incurred as a result of Subcontractor's non-performance. Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract Price.

SECTION 6. DELAY. Should Subcontractor be delayed in the prosecution or completion of the work by the act, neglect or default of Owner, Architect or Contractor, or should Subcontractor be delayed waiting for materials, if required by this Contract to be furnished by Owner or Contractor, or by damage caused by fire or other casualty for which Subcontractor is not responsible, or by the combined action of the workmen, in no way caused by or resulting from fault or collusion on the part of Subcontractor, or in the event of a lock-out by Contractor, then the time herein fixed for the commencement, duration or completion of the work shall be extended the number of days that Subcontractor has thus been delayed, but no allowance or extension shall be made unless a written claim therefor is presented in writing to Contractor within 48 hours or earlier of the commencement of such delay or the occurrence of the cause for such delay, and under no circumstances shall the time of completion be extended to a date which will prevent Contractor from completing the entire project within the time allowed Contractor by Owner for such completion.

No claims for additional compensation or damages for delays, whether caused in whole or in part by any conduct on the part of Contractor, including, but not limited to, conduct amounting to a breach of this Agreement, or delays by other subcontractors or Owner, shall be recoverable from Contractor, and the above-mentioned extension of time for completion shall be the sole remedy of Subcontractor; provided, however, that in the event Contractor obtains additional compensation from Owner on account of such delays, Subcontractor shall be entitled to such portion of the additional compensation so received by Contractor from Owner as is equitable under all the circumstances. In the event that Contractor prosecutes a claim against Owner for additional compensation for any delay, Subcontractor shall cooperate fully with Contractor in the prosecution thereof and shall promptly advance or pay costs and expenses incurred in connection therewith, including attorneys' fees, to the extent that said claim is made by Contractor at the request of Subcontractor. This provision shall not be construed to require the Contractor to pursue against the Owner or any other party, and Contractor, in its sole discretion, may elect not to prosecute any such claim.



SECTION 7. CHANGES IN WORK. Subcontractor shall make no changes in the work covered by this Agreement without written direction from the Contractor. Subcontractor shall not be compensated for any change which is made without such written direction from the Contractor. If a dispute arises between Contractor and Subcontractor over whether certain work is a change in the work, or over the amount of compensation for a change in the work, then Subcontractor shall timely perform the disputed work and give timely written notice of a claim for compensation for such alleged change.

Contractor shall make payment for the completed portion of any changes in the work at the agreed price therefor, or if the price is not agreed upon, the Contractor may estimate the value of such work and payments shall be made on the completed portion of such work based upon such estimated value, as provided in Section 2, above.
No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

SECTION 8. CLAIMS. If any dispute shall arise between Contractor and Subcontractor regarding performance of the work, or any alleged change in the work, Subcontractor shall perform the disputed work in a timely manner subsequent to written direction to do so from the Contractor. Subcontractor shall give written notice of a claim for additional compensation for the work within two (2) days after the occurrence of the cause of the change in the work or within two (2) days of the commencement of the disputed work, whichever is sooner. Subcontractor's failure to give written notice within the two (2) day period constitutes an Agreement by Subcontractor that it will receive no extra compensation for the disputed work and a waiver of any right to additional compensation.

SECTION 9. INSPECTION AND PROTECTION OF THE WORK. Subcontractor shall make the work accessible at all reasonable times for inspection by the Contractor. Subcontractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Subcontractor's work and give prompt written notice of any defect therein. Commencement of work by the Subcontractor shall constitute its acceptance of related work. Subcontractor assumes final responsibility to protect the work done hereunder until acceptance by Owner, Contractor, and Architect.

SECTION 10. LABOR RELATIONS. Subcontractor shall maintain labor relations policies in conformity with the directions of the Contractor and shall comply with all the terms and conditions, including trust fund contributions, required by those labor Agreements applicable to work performed under this Agreement to which the Contractor is bound. Subcontractor acknowledges that Contractor has entered into labor agreements covering work at its construction jobsites with the labor unions listed in Section 18. Subcontractor hereby expressly agrees that all of the provisions of the applicable labor agreements are incorporated into this Agreement as if they were set forth in their entirety.

Subcontractor agrees to comply with all of the terms and conditions of those labor agreements set forth in Section 18 as if it were a party to said agreements including signatory status if required. Subcontractor further agrees to pay the wage rates, make the required trust fund payments into the respective labor trust funds, and observe the hours and all other terms and conditions set forth in the respective labor agreements referenced in Section 18. Subcontractor agrees to comply with the terms and provisions of said agreements setting forth the grievance and arbitration provisions. Furthermore, Subcontractor agrees to comply with the terms and provisions of said agreements setting forth the jurisdiction and scope of work therein for resolution of jurisdictional disputes. In the absence of any such procedure or if such procedure fails to promptly resolve the jurisdictional dispute, Subcontractor agrees, at its own cost and expense and upon request by Contractor, to take any and all lawful steps to secure a binding and final determination of said jurisdictional dispute by the National Labor Relations Board.

Subcontractor acknowledges that terms and conditions of the labor agreements with the unions listed in Section 18 may require that Subcontractor comply with additional labor agreements with unions affiliated with the AFL-CIO but not listed in Section 18. When the terms and conditions of the Section 18-referenced 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.

Should there be picketing on Contractor's jobsite and the Contractor establishes a reserved gate for Subcontractor's purpose, it shall be the obligation of Subcontractor to continue the proper performance of its work without interruption or delay.

Subcontractor further promises and agrees that it will bind and require all of its subcontractors and their subcontractors performing jobsite work of the type covered by any of the labor agreements specified in Section 18 to agree to all of the foregoing promises and undertakings, to the same effect as herein provided with respect to Subcontractor.

Subcontractor shall comply with all equal employment opportunity and affirmative action requirements promulgated by any governmental authority, including, without limitation, the requirements of the Civil Rights Act of 1964, Presidential Executive Orders No. 10925, 11114 and 11246, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1991 and the Family and Medical Leave Act of 1993. Subcontractor shall comply with and agrees to be bound by all applicable Federal, State and local laws and regulations, including, but not limited to, all Fair Labor Standards Act provisions and California Labor Code provisions covering the work. Upon request, Subcontractor agrees to submit certified payroll reports to contractor no later than three (3) working days after labor has been paid.

SECTION 11. TERMINATION.

a) Should Subcontractor fail to rectify any contractual deficiencies, including failure to pay its creditors, within three (3) working days from receipt of Contractor's written notice, Contractor shall have the right to take whatever steps he deems necessary to correct said deficiencies and charge the cost thereof to Subcontractor, who shall be liable for the full costs of Contractor's corrective action, including reasonable overhead, profit and attorney's fees.

b) Contractor may at anytime and for any reason terminate Subcontractor's services hereunder at Contractor's convenience; in the event of termination for convenience, Subcontractor shall recover only the actual cost of work completed to the date of receipt of the notice of termination plus 15 % of the actual cost for the work for overhead and profit. Subcontractor shall not be entitled to any



claim or lien against Contractor or Owner for any additional compensation or damages in the event of such termination.

SECTION 12. INDEMNIFICATION. To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Owner and Contractor and their agents and employees from all claims, costs, demands, causes of actions, losses and liabilities of every kind and nature whatsoever arising out of or in connection with Subcontractor's operations under this Agreement, including but not limited to attorney's fees and costs of litigation. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any active and/or passive negligent act or omission of Owner or Contractor, or their agents or employees, but Subcontractor shall not be obligated to indemnify any party for claims arising from the sole negligence or willful misconduct of Owner or Contractor or their agents or employees or caused solely by the designs provided by such parties. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of the Agreement. All work covered by this Agreement done at the site or in preparing or delivering materials or equipment to the site shall be at the sole risk of the Subcontractor until the completed work is accepted by the Contractor.

SECTION 13. LIENS. Subcontractor, as part of its duties of performance under this Agreement, shall make timely payment of all amounts owed to the Contractor and to those who provide labor or materials to the work on behalf of Subcontractor, and such timely payment and the furnishing of the appropriate conditional and unconditional lien releases are conditions precedent to Subcontractor's right to receive payment for the work performed, and any monies paid by Contractor to Subcontractor under the terms of this Agreement shall be impressed with a trust in favor of labor and materialmen furnishing labor and materials to subcontractor on the work covered by this Subcontract.

In the event that suit is brought on any claim or lien for labor performed for, or for materials used in the work of or furnished to Subcontractor, then Subcontractor shall promptly pay and satisfy, or otherwise obtain the release of such lien and the dismissal of the Owner and Contractor from such suit, and satisfy any judgment against Owner and Contractor in such suit. In the event that Subcontractor shall fail to do such within ten (10) days from the written request of Contractor, then Contractor may use whatever means which, in its sole discretion, it may deem necessary or appropriate to cause such lien or suit to be removed or dismissed, and Contractor's costs of so doing, including actual attorney's fees and costs incurred, shall be immediately due from Subcontractor and payable to Contractor, and if not paid may be collected from subcontractor or deducted from the amounts otherwise to be paid to Subcontractor under this Subcontract.

SECTION 14. INSURANCE. Subcontractor shall at its own expense, procure and maintain a minimum of one million dollars (\$1,000,000.00) insurance on all its operations, with carriers acceptable to Contractor, and such additional types or amounts of insurance as is required by the prime contract, including but not limited to the following coverage:

- a) Worker's Compensation and Employer's Liability Insurance;
- b) Broad Form Comprehensive General Liability or Commercial General Liability insurance covering all operations, with an endorsement for Contractual Liability under this Agreement; and
- c) Automobile Liability Insurance, including coverage for all owned, hired and non-owned automobiles.
- d) Insurance shall be primary and non-contributory without exception.

All insurance coverage shall be occurrence-based policies in amounts and for durations acceptable to Contractor and as required by the prime contract.

Subcontractor shall name Contractor, Owner, Lender, and their directors, officers and employees as additional insureds under the General Liability policy. Subcontractor shall provide certificates of insurance to Contractor on form ISO CG 20.10.11.85 Form B, or its equivalent. No payment will be made on this contract without current certificates of insurance for General Liability and Worker's Compensation on file at the Contractor's main office. The certificates of insurance shall contain a provision that there will be no cancellation nor reduction of coverage without thirty days prior written notice to Contractor. The failure of Contractor to enforce in a timely manner any of the provisions of the Section 12 shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Agreement.

Should any construction equipment and/or material, regardless of ownership or possession, be involved in an occurrence, it will be the right of the general contractor/project owner, to collect and store all such equipment in a safe and secure place for no more than 7 days (or one week) after which the equipment will be formally released by the General Contractor or claims adjustment personnel.

SECTION 15. CLAIMS RESOLUTION. Any claims resolution procedure incorporated in the prime contract shall be deemed incorporated into this Agreement, and shall apply to any disputes between Contractor and Subcontractor arising hereunder. In the absence of a claims resolution procedure in the prime contract, the parties hereto shall not be obligated to utilize arbitration or any other non-judicial method of dispute resolution.

If the prime contract contains no dispute resolution provision then, at the sole election of the Contractor, the parties shall submit such dispute to binding arbitration pursuant to the Construction Rules of the American Arbitration Association now in force.

To the extent not prohibited by their contracts with others, the claims and disputes of Owner, Contractor, Subcontractor and other subcontractors involving a common question of fact or law shall be heard by the same arbitrator(s) in a single proceeding. In this event, it shall be the responsibility of Subcontractor to prepare and present Contractor's case, to the extent the proceedings are related to this Agreement or to the work of Subcontractor.

Should Contractor enter into arbitration with the Owner or others regarding matters relating to this Agreement, Subcontractor shall be bound by the result of the arbitration to the same degree as the Contractor. In any arbitration proceeding under this Subcontract, the arbitrator(s) shall only have the power to resolve the merits of the contractual disputes between the parties, and shall have no



power to award punitive damages, sanctions, or other kinds of relief of any type, and the award of the arbitrator(s) shall be decided according to the facts and the laws of the State of California, shall contain findings of fact and conclusions of law, and shall be supported by substantial evidence.

If any arbitration or legal proceeding is instituted arising out of or related to the Subcontract or the Work, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and expenses of arbitration or litigation. Such fees, costs and expenses shall be owed and paid to the prevailing party regardless of whether or not the matter is prosecuted to judgment or award.

Unless otherwise agreed in writing, Subcontractor shall carry on the work and maintain the schedule of work pending arbitration or the outcome of any claims resolution procedure, and if so carried on, Contractor shall continue to make payments in accordance with this Agreement.

SECTION 16. WARRANTY. Subcontractor warrants to Owner, Architect, Engineer and Contractor that it is and will possess all licenses necessary for the performance of its work under this Subcontract and that all materials and equipment furnished by or on behalf of Subcontractor shall be new, free from faults and defects and of good quality, and that its Work complies with all requirements of the Contract Documents and all applicable building codes. Subcontractor hereby warrants its work against all deficiencies and defects in materials or workmanship for the period required by the prime contract or for a period of one (1) year from the date of Substantial Completion of the Subcontractor's Work, whichever is later.

SECTION 17. SITE CONDITIONS.

a) Pre-contract Investigation: Subcontractor certifies that prior to the execution of this Agreement he has become fully familiar with the Contract Documents, the location of the job and the conditions under which the work will be performed, and that he enters into this Agreement based upon an investigation of such matters, and is not relying upon any opinions or representations of Contractor with respect thereto that are not expressly set forth in this Agreement, and that this Agreement represents the entire Agreement of the parties.

b) Temporary Facilities: Subcontractor shall furnish all temporary facilities and/or services necessary to perform its work, unless otherwise noted.

c) Clean-up: At all times during the course of construction, Subcontractor shall perform his work so as to maintain the site in a clean, safe and orderly condition. Upon completion of the work under this Agreement, Subcontractor shall remove from the site and any other properties affected by its operations all hazardous materials, temporary structures, debris and waste incident to his operation and clean all surfaces, fixtures, equipment, etc., relative to the performance of this Agreement.

SECTION 18. LABOR AGREEMENTS. The Contractor is signatory to the following labor agreements covering work on this project: Northern California District Council of Laborers Master Agreement and Private Work Agreement for Northern California and the Carpenters Master Agreement for Northern California.

SECTION 19. NONDISCRIMINATION. Design/Builder shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Design/Builder agrees as follows:

a) Design/Builder and Design/Builder's SubDesign/Builders, if any, shall not discriminate against any employee or applicant because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) Design/Builder and Design/Builder's SubDesign/Builders shall state in all solicitations or advertisements for employees placed by or on behalf of Design/Builder that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

c) If applicable, Design/Builder will send to each labor union or representative of workers with whom Design/Builder has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Design/Builder's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

SECTION 20. SUCCESSION AND ASSIGNMENT CLAUSE. The Contractor has the right to assign this Contract Document in its entirety to BBI Construction Group or any other entity for the purpose of business succession or reorganization with or without notification to Subcontractor. Subcontractor binds itself, its partners, successors, assigns, legal representatives and subcontractors to covenants, agreements and obligations contained in the Contract Document. This section does not grant Subcontractor the same or similar rights to assign the Contract in part or as a whole without written consent of the Contractor.

SECTION 21. OTHER PROVISIONS.



BBI Construction Exhibit A

Job Name:
Job Number:

Subcontractor: {Company Name}

Subcontract Date: {Contract Date}

Subcontract Number: {Contract Number}

SCOPE OF WORK: In conformance with plans and specifications: Division #1 General Requirements, complete. {Scope Of Work}

STANDARD INCLUSIONS:

- * Material.
- * Labor.
- * Equipment.
- * Layout.
- * Delivery, hoisting and off-loading including hoisting equipment, operator, flagman and signalman as required.
- * Submittals: shop drawings, samples, product data, mock-ups, etc.
- * Scaffolding, lifts and other equipment necessary to access and perform the work.
- * Subcontractor is responsible for clean-up including collecting, hoisting and removal from jobsite all debris resulting from subcontractor's operations on a daily basis no matter how incidental.
- * Temporary protection of adjacent work.
- * Temporary protection of installation until acceptance by General Contractor.
- * Personnel parking.
- * Closeout and record documents.
- * Operation & Maintenance Manuals.
- * All accessories required for complete installation.
- * Field measuring to insure proper fit.
- * Coordination of work with related and adjacent trades.
- * All installations are to be in accordance with the manufacturer's installation instructions.
- * All installations are to be straight, plumb and level.
- * Furnish and install all work in accordance with any and all current federal, state and local codes, documents, publications and standards including handicap and Cal OSHA.
- * Subcontractor is responsible for being familiar with all existing conditions.

ALTERNATES: {Alternates Item Number}

EXCLUSIONS: {Notes}

CONTRACT DOCUMENTS: Contract documents as listed in "Attachment A"

ADDENDA: {Addenda}

CLOSE-OUT DOCUMENTS:

- * Final lien or claim waivers from the Subcontractor and its subcontractors for completed work.
- * As-built drawings as required.



- * Special warranties or catalogs that shall be required for the Subcontractor's work.
- * Evidence that necessary tests and inspections have been completed.

SPECIAL PROVISIONS:

- * Subcontractor shall be responsible for the functional design of the work to be installed; shop drawings in reproducible form (sepia) for approval; and verification that all work under this Subcontract conforms with all applicable codes and regulations.
- * Liquidated damages for delay, if provided in the Contract Documents, shall be assessed against the Subcontractor in proportion to the Subcontractor's share of responsibility for such delay, as determined at the discretion of the Contractor.

BBI Construction Exhibit B

Job Name:
Job Number:

Subcontractor: {Company ID}

Subcontract Date: {Contract Date}

Subcontract Number: {Contract Number}

Subcontract must be signed and returned to BBI Construction within _____ day (s)

SUBMITTAL REQUIREMENTS

Contract Submittals:

1. Subcontract Schedule of Value due 10 days before the submittal of the first subcontract billing
2. All invoices due by the 25th of the month projecting work completion through end of the month
3. Current Workman's Comp and General Liability listing BBI Construction and Owner as additional insured for the project, submit with the first subcontract billing
4. Additional submittals as follows:

Construction Submittals: See attached Summary Log and Detailed Report

SCHEDULE REQUIREMENTS

Phase	Duration (work days)
_____	_____
_____	_____
_____	_____

FIELD START DATES NOTIFICATION PROCEDURES

Approximate Start Date: **30 days** notification via phone or fax

Actual Start Date: **3 days** notification via phone or fax



Equipment Use Agreement

This Agreement is made by and between **{Company Name}** whose address is **{Display Address}** (hereinafter referred to as the "Indemnitor") and **BBI Construction** whose address is **1155 Third St., Suite 230, Oakland, CA 94607** (hereinafter referred to as "Indemnitee"), in connection with the use of certain _____ (hereinafter referred to as "Equipment"), provided by the Indemnitee to Indemnitor for use at (hereinafter referred to as "Job Site"), subject to the following terms and conditions:

The Equipment shall be used solely and exclusively at the Job Site. All uses of the Equipment by Indemnitor shall be at the sole and exclusive risk of Indemnitor.

Indemnitor expressly agrees and understands that to the fullest extent permitted by law, Indemnitor shall forever defend, indemnify, and hold harmless Indemnitee, including its employees, shareholders, subsidiaries, affiliates, successors and assigns from and against all claims, losses, damages, judgements, liabilities, causes of action, complaints, attorney's fees, expenses and demands whatsoever, in law or in equity, including but not limited to any which rest upon an allegation, theory or finding based upon strict liability, negligence (whether active or passive), bodily injury, personal injury, sickness, death, disease, property damage or violation of statute due to, arising out of, alleged to arise out of, or as a result of the use of the Equipment by Indemnitor, including but not limited to its employees, agents or independent contractors.

Indemnitor, at Indemnitor's sole expense, shall promptly dispose of or settle all such claims, defend all lawsuits, claims or demands filed or asserted against Indemnitee on account thereof, pay all judgments rendered against Indemnitee in such lawsuits and reimburse Indemnitee in cash upon demand for all reasonable expenses incurred by Indemnitee on account thereof including, but not limited to attorney's fees, expert witness fees and court costs.

It is expressly agreed and understood by Indemnitor that Indemnitor shall defend, indemnify and hold harmless Indemnitee from the above-referenced claims regardless of whether such claims are caused or alleged to be caused in part by any joint, contributory or concurrent negligent act (either active or passive) or omission by the Indemnitee or other party indemnified hereunder; provided, however, the Indemnitor shall not be obligated to indemnify those claims which arise from the sole negligence or willful misconduct of the Indemnitee or the Indemnitee's agents, servants or independent contractors who are directly responsible to the Indemnitee, excluding Indemnitor herein.

Indemnitor expressly represents that it has and will maintain in full force and effect during the entire period of Indemnitor's use of the Equipment, policies of commercial general liability, general liability insurance, property insurance and worker's compensation insurance. If requested by Indemnitee at any time during or after the period of the Indemnitor's use of the Equipment, Indemnitor shall name Indemnitee as an additional insured on Indemnitor's commercial general liability insurance, which shall be endorsed to provide that the insurance afforded for Indemnitee shall be primary and any other insurance of Indemnitee shall be excess and non-contributory. A Certificate of Insurance providing for this coverage and additional insured status and endorsement shall be promptly provided by Indemnitor upon Indemnitee's request.

Signed at _____ on _____
(location) (date)

By: _____ for **{Company Name}**
Authorized Agent or Employee (Indemnitor)



