

STANDARD SUPPLIER SUBCONTRACT

This Agreement is made this xxth day of xxx, 2014, between Alten Construction Inc. (Contractor) and _____ xxxxxx (Supplier). The work described in Section 1 below shall be performed in accordance with the prime contract between Alten Construction Inc. (Contractor) and xxxxxx (Owner) and in accordance with all plans, specifications, and other contract documents attached to or incorporated into the prime contract for the project known as xxxxxxxxxxxxxxxxxxxxxx.

The effective date of this agreement is understood to be the day the subcontractor starts work, OR the date the subcontract is signed by the CONTRACTOR, whichever is sooner.

SECTION 1. SCOPE

Supplier agrees to furnish all materials, equipment, and other facilities required to complete the following work:

Section xxxxx xxxxxx; and all related specification sections.

And all related Sections but not limited to these Sections: Submittals, Material & Equipment, Substitutions, Contract Closeout, and Warranties.

All Submittals must be prepared and processed within xx days of issuance of Notice to Proceed (which is dated xxx). A nominal fee of \$50/day will be charged to the Subcontractor for every calendar day past the original due date for all submittals as defined by the Contract Documents. The same shall apply to revisions and resubmittals that that are submitted after the time allotted by the Contract Documents.

SECTION 2. PRICE

Contractor agrees to pay Supplier for the strict performance of this work, the sum of: xxxxxx dollars (\$x,xxx.00), subject to adjustments for changes in the work as may be directed in writing by Contractor. Payment shall be made in monthly progress payments of One Hundred percent (100%) of material which have been incorporated into the work of improvement; progress payments to Supplier shall be made only with sums received by Contractor from Owner for work performed by Supplier as reflected in Contractor's applications for payment. Final payment of the balance owned to Supplier shall be due fourteen days after receipt by Contractor of final payment from Owner for Supplier's work.

SECTION 3. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Contractor and the Supplier and supersedes any prior written or oral representations. Supplier are bound by the prime contract and any contract documents incorporated therein insofar as they relate in any way, directly or indirectly, to the work covered by this Agreement. Subcontractor agrees that it will perform the full scope of its work and these subcontract terms for the Subcontract Price, and verified that it is able to do so based on its review, investigation and familiarity with the Contract Documents, job site, and work conditions.

SECTION 4. TIME

Time is of the essence of this Agreement. Supplier shall provide Contractor with scheduling information in a form acceptable to Contractor and shall conform to Contractor's progress schedules, including any changes made by Contractor in the scheduling of work.

SECTION 5. CHANGE IN WORK

Supplier shall make no changes in the work covered by this Agreement without written direction from the Contractor. Supplier shall not be compensated for any change, which is made without such written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

SECTION 6. CLAIMS

If any dispute shall arise between Contractor and Supplier regarding performance of the work, or any alleged change in the work, Supplier shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work within ten (10) day after commencement of the disputed work. Supplier's failure to give written notice within ten (10) day period constitutes an agreement by Supplier that it will receive no extra compensation for the disputed work.

SECTION 7. TERMINATION

- (i) Should Supplier fail to rectify any contractual deficiencies, including failure to pay its creditors, Contractor shall have the right to take whatever steps he deems necessary to correct said deficiencies and charge the cost thereof to Supplier, who shall be liable for the full cost of Contractor's corrective action, including reasonable overhead, profit and attorneys' fees.
- (ii) Contractor may at any time and for any reason terminate Supplier's service hereunder at Contractor's convenience; in the event of termination for convenience; Supplier shall recover only the actual cost plus restocking fees. Supplier 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 8. INDEMNIFICATION

To the fullest extent permitted by law, Supplier shall indemnify and hold harmless Owner and Contractor and their agents and employees from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Supplier's operations performed under this Agreement. 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 passive negligent act or omission of Owner or Contractor, or their agents or employees, but Supplier 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 this Agreement. All work covered by the Agreement done at the site or in preparing or delivering materials or equipment at the site shall be at the sole risk of Supplier until the completed work is accepted by Contractor.

SECTION 9. CLAIM RESOLUTION

Any claims resolution procedure incorporated in the prime contract shall be deemed incorporated in this Agreement, and shall apply to any disputes arising hereunder. In addition, Subcontractor or supplier agrees that at Contractor's sole option it may join subcontractor or supplier in any dispute resolution procedure with the Owner or other parties associated with the project for the Contractor's convenience. 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.

SECTION 10. WARRANTY

Supplier warrants to Owner, Architect and Contractor that all materials and equipment furnished shall be new, free from faults and defects and of good quality. Supplier hereby warrants its work against all deficiencies and defects for the period required by the prime contract or the longest period permitted by the law of this State whichever is less.

SECTION 11. GUARANTEED MAXIMUM PRICE CONTRACT

This is a Guaranteed Maximum Price Contract as stated in the Contract Documents. Variations in the work may occur to some degree but will not be grounds for an increase in contract price. If such variations occur, the work will be performed at no additional cost to the District or to Contractor unless said changes are deemed by Contractor and the District to be a material change in scope. In the event of a material change to the contract, the added work will in fact be paid for by the District in the form of a change order according to and as specifically defined by the contract documents. It is the responsibility of the Supplier to assist and notify the Contractor of potential issues before they occur so as to prevent an increase in cost to your scope or the scope of others as these costs will be not be recouped/repaid by the Contractor or the District. No scope letters, clarifications, or exclusions shall be incorporated into the subcontract agreement. All requirements associated with the contents of the CD provided to subcontractor (XXXXXX) shall be agreed to by the subcontractor, as well as any and all requirements associated with the spec section(s) listed in the subcontract agreement – No Exceptions.

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 3132 BRADSHAW ROAD POST OFFICE BOX 26000 SACRAMENTO, CA 95826.

ALTEN CONSTRUCTION, INC.

By: _____

Dated: _____

720 12th Street

Richmond, CA 94801

Contractor's License No.: 705713

Corporation

SUBCONTRACTOR NAME

By: _____

Dated: _____

(Address)

- Corporation Partnership
 Sole Proprietorship

Tax ID# _____

Note: Failure to execute and return this contract within thirty days shall be considered your agreement to perform the work on the terms stated herein.