



TAISEI

TAISEI CONSTRUCTION CORPORATION

Date: November 24, 2008

«Company»

«Business_Address_Street»

«Business_Address_City», «Business_Address_State» «Business_Address_Postal_Code»

Attention: "Name"

RE: "Project Name"

Project Identification:

Dear Subcontractor:

Enclosed are two (2) Subcontracts dated November 24, 2008 for your signature. Please see attached Exhibits regarding the construction project and Subcontractor's obligations, and execute and return both documents to the address below. Taisei will countersign and return one fully executed Subcontract for your records.

Please submit to your accounting department, Exhibit H and ATTACHMENTS H1 through H7

Your company will need to provide the necessary information on these documents in order to comply with the Payments provisions of the Subcontract.

Payment and performance bonds will be required.

Additionally, please submit to your insurance broker the entirety of this Contract and draw its attention to the insurance requirements set forth within.

Mail Signed Contracts [and executed payment and performance bonds if required] to:

Taisei Construction Corporation
6261 Katella Avenue, Suite 200
Cypress, CA 90630-5234
Phone: (714) 886-1530
Fax: (714) 886-1550

Sincerely,

"Name"

Taisei Construction Corporation

File: «Department»

SUBCONTRACT			
CONTRACTOR:	Taisei Construction Corporation		
CONTRACT DATE:	November 24, 2008	CONTRACT #:	Project #- «Department»
SUBCONTRACTOR:	«Company» «Business_Address_Street» «Business_Address_City», «Business_Address_State» «Business_Address_Postal_Code»	PROJECT NAME	
CSI CODE:		OWNER:	
Telephone No.		LENDER:	N/A
Fax No.			

REQUIRED SUBCONTRACTOR	FROM	COMPANY NAMES, POLICY NUMBERS AND LICENSE NUMBERS	EXPIRATION DATE
CONTRACTOR'S LICENSE NUMBER			
CITY LICENSE			
GENERAL LIABILITY			
WORKERS COMPENSATION			
AUTO LIABILITY			
FEDERAL IDENTIFICATION NO.	TAX		

This SUBCONTRACT AGREEMENT is made this xx day of x, 200, by and between XXXXXX hereinafter called the Subcontractor and TAISEI CONSTRUCTION CORPORATION hereinafter called the Contractor.

Section One. Contractor entered into a General Contract with “TBD”, hereinafter called the Owner dated “TBD” for the construction of: “TBD”

In accordance with the Drawings and Specifications and indicated in Exhibit B herein. The General Contract is incorporated into this Agreement. It is Subcontractor's obligation to review and make copies of all pertinent sections of that Contract. It is Contractor's obligation to provide access to the General Contract and provide any and all changes to or directives concerning the Subcontract work received from the Owner or Architect. With respect to the subcontract work, the rights and obligations of Subcontractor to the Contractor are identical to the rights and obligations of the Contractor to the Owner and the rights and obligations of the Contractor to the Subcontractor are identical to the rights and obligations of the Owner to the Contractor. If there is a conflict between the terms of the General Contract and the terms of this Subcontract, the Subcontract prevails.

Section Two. Subcontractor agrees to furnish, to the satisfaction of the Contractor, all equipment, materials, supplies, services, including cost of all applicable sales or use taxes, fees, permits, etc., and labor and do all work necessary to complete the following: xxxxx

The right of the Contractor to change, add to and delete from the Subcontract work, the Subcontractor's duty to perform such changed or extra work, and the modification, if any, in the contract price, as a result thereof, shall be governed by the applicable provisions of the General Contract. If the provisions of the General Contract require Contractor to file, within a specified time period, notices, claims or other documents with the Owner in order to receive compensation for extra or changed work, the Subcontractor shall supply these to the General Contractor so as to allow Contractor to timely file them.



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Subcontractor agrees not to perform any extra or change order work without written authorization from the Contractor and further agrees that it shall be entitled to no compensation for extra or change order work performed without such written authority.

If the Contractor contends that work is within the Subcontract work and the Subcontractor contends it is not, Subcontractor shall perform the work upon the Contractor’s written order to do so and the dispute shall be resolved pursuant to this Section.

Subcontractor represents that it is best qualified to analyze the plans and specifications and inspect the jobsite with respect to physical conditions impacting its work and that it has entered into this Subcontract based upon such analysis and inspection and not based upon any representations or statements of Contractor concerning those conditions.

All claims of the Subcontractor arising out of acts or omissions of the Owner shall be presented to the Owner by the Contractor on behalf of the Subcontractor and finally resolved through the claims procedure, (arbitration, litigation or otherwise) applicable between the Contractor and Owner. If the provisions of the General Contract require Contractor to file within specified time periods, notices, claims or other documents with the Owner in order to receive compensation for claims, the Subcontractor shall supply these to the General Contractor so as to allow Contractor to timely file them with the Owner. Subcontractor shall pay all costs and expenses, including attorneys’ fees, related to the presentation and prosecution of such claims. Subcontractor’s sole remedy shall be to receive the amount received by the Contractor from the Owner with respect to such claims. All other claims and disputes between the parties shall be decided by the appropriate California State Court in the County of Los Angeles.

Subcontractor shall not be entitled to recover damages from Contractor as a result of any act, omission or event without proof that it gave the other party, within 20 days of the first occurrence of the act, omission or event, written notice that it was being or would be damaged by such act, omission or event. A failure to provide this notice is conclusive proof of a failure to mitigate damages and a complete defense to the recovery of any damages, including damages for delay, caused by such act, omission or event and shall apply whether the theory of recovery, is legal or equitable or for a tort, including fraud, breach of contract, promissory estoppel or quantum meruit.

Section Three. Subcontractor is aware of the special sequencing and/or scheduling requirements contained in the Contract Drawings and Specifications. Schedule is of critical importance to this project and all submittals, shop drawings, delivery, and installation of subcontractor’s work will be per Contractor’s schedule. Subcontractor herewith agrees that its work shall commence in accordance with the Contractor’s schedule and shall continue to completion without interruption with the exception of bonafide force-major delays or required phasing. Subcontractor recognizes that Contractor is relying upon subcontractor’s timely completion of its work within the time schedule as set by Contractor’s schedule which will incorporate the special sequencing and/or scheduling requirements mandated by the Contract Drawings and Specifications. Subcontractor shall be fully responsible for any overtime or other special provisions required in fulfilling its obligation to meet the Contractor’s schedule. Subcontractor performance shall start, continue and be completed in accordance with schedules of work furnished by Contractor as amended from time to time. Time is of the essence of this Subcontract. The starting date of the work as established by the General Contract is “TBD” and the allotted time for completion of this contract is [Calendar TBD] days. The actual starting date of the General Contract or Subcontractor’s work and any resequencing of Subcontractor’s work to suit job conditions may be modified by the Contractor from time-to-time without prior notice to the Subcontractor. However, notice will be given upon such time as those changes are made. These changes shall not excuse Subcontractor’s performance or entitle Subcontractor to damages from the Contractor. The Subcontractor’s work will commence upon notice of the General Contractor and shall proceed so as not to delay the progress of the General Contractor or any other Subcontractor. Should the Subcontractor, by his negligence or his failure to properly expedite his work, be entirely or partially responsible for the Owner taking over the work or a portion of the work or the assessment of damages as provided under the terms of the General Contract, Subcontractor hereby agrees to repay the Contractor his proportionate share of any additional expense occasioned by the Contractor by such action. Subcontractor shall cause no hindrance or delays to other Contractors or Subcontractors on said construction work and will bear all damage done to the work of such other Contractors by his employees. If the material herein called for be not delivered promptly, thereby causing or threatening to cause delay in general progress of the work, the Contractor shall have the right to investigate the cause of said delay and expedite deliveries, and all expenses thus incurred by the Contractor shall be charged to and paid by the said Subcontractor.



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Subcontractor’s right to an extension of time or damages for delays caused by Owner are governed by and as limited by General Contract. If the provisions of the General Contract require Contractor to file within specified time periods, notices, claims or other documents with the Owner, in order to receive compensation or an extension of time for delay, the Subcontractor shall supply these to the General Contractor so as to allow Contractor to timely file them with the Owner.

Section Four. The Subcontractor agrees:

(a) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under the General Contract.

(b) To guarantee and warranty its work in accordance with and for the period of the Contractor’s guarantee and warranty to the Owner for the subcontract work as provided for in the General Contract and as established by law.

(c) To the fullest extent allowed by law indemnify, defend and save harmless (through counsel chosen by Indemnities) Contractor and Owner from and against any and all claims, debts, demands, damages, judgments, awards, losses, liabilities, interest, attorneys’ fees, costs and expenses of any kind at any time arising out of or in any way connected with the performance of the subcontract work including transportation of men and equipment and/or materials to and from the site of the work, from all causes, including the active or passive negligence of the Owner and/or Contractor. This clause will apply, but not be limited, to the following:

- (1) Claims relating to the infringement or violation of patent rights.
- (2) Claims relating to personal injury and wrongful death including claims by Subcontractor employees or their heirs and representatives, or any other subcontractor.
- (3) Claims for destruction of, injury to or loss of use of real or personal property including property of the Owner or Contractor and each individual Joint Venture therein.
- (4) Mechanic’s lien claims, stop notice claims and claims against any bond furnished with respect to the contract work with Contractor as principal.
- (5) Claims for taxes, permits, license fees, fines, penalties, and/or union contributions, allowances or deductions.
- (6) Damage to the economic interests of any person or entity;
- (7) Penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused solely or in part by the action or inaction of Subcontractor;
- (8) Any Claims or costs arising from Subcontractor obligations described by Article 11.16 related to hazardous materials;
- (9) Subcontractor’s direct and/or indirect failure to fulfill and/or comply with the covenants, warranties, duties and/or obligations as set forth in and through the terms and provisions of this Subcontract;
- (10) Failure of Subcontractor to comply with the insurance provisions of this Subcontract.
- (11) Any violation or infraction by Subcontractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of Contractor’s or other’s equipment, hoists, elevators, or scaffolds.

This Section shall not indemnify Contractor from loss, damage, or expense caused by the sole negligence or willful misconduct of the Contractor.



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(d) Subcontractor shall not assign or subcontract any part of the subcontract work without Contractor's written consent. Any such assignment or subcontract consented to shall impose on the assignee or sub-subcontractor all obligations imposed on the Subcontractor hereunder.

(e) Subcontractor shall, at its own expense, procure and maintain at all times on the Subcontract work the following insurance:

- (1) Workers' Compensation and Employer's Liability with limits not less than:
 - Coverage A. Workers' Compensation -Statutory
 - Coverage B. Employer's Liability Bodily Injury by accident – [\$1,000,000] each accident
 - Bodily Injury by disease – [\$1,000,000] policy limit
 - Bodily Injury by disease – [\$1,000,000] each employee

The policy shall contain an endorsement waving the insurer's right of recovery against Contractor and others designated by Contractor.

- (2) Commercial General Liability on an "occurrence" form with limits not less than:
 - Each Occurrence –[\$1,000,000]
 - Personal and Advertising Injury –[\$1,000,000]
 - Products / Completed Operations Aggregate – [\$2,000,000]
 - General Aggregate – [\$2,000,000]
- (3) Umbrella or Excess Liability with limits not less than:
 - Each Occurrence – [\$5,000,000]
 - Products/Completed Operations Aggregate – [\$5,000,000]
 - General Aggregate – [\$5,000,000]

The coverage's required in (2) and (3) above shall contain the following endorsements:

- (i) Naming Contractor and others designated by Contractor as additional insureds (ISO form CG 20 10 10 93 or equivalent) with respect to liability arising out of or resulting from the Subcontract work.
- (ii) "Such insurance as is afforded by this policy for the benefit of the additional insureds is primary and any other insurance maintained by such additional insureds shall be non-contributing with the coverage provided under this policy."
- (iii) Amendment - Aggregate Limits of Insurance (Per Project).
- (iv) Waiver of right of recovery against Contractor and others designated by Contractor.

Subcontractor agrees to maintain commercial liability in the above coverages for ten (10) years following completion of the Subcontract work and to continue naming Contractor and others designated by Contractor as additional insureds for such ten (10) year period.

(4) Automobile Liability with limits not less than \$1,000,000 each accident, bodily injury and property damaged combined, and covering all owned, hired and non-owned vehicles.

(5) If this Subcontract includes any design or engineering responsibility, then the Commercial General Liability policy must include Professional Liability coverage, unless separate Design Liability coverage has been provided by Subcontractor. This Professional Liability insurance shall be not less than \$1,000,000 per occurrence per year and shall be maintained for five (5) years following completion of the Project.

(6) In the event insurance is provided for the Project by Owner, the insurance requirements set forth above shall be modified by the requirements of the General Contract. The insurance provided by Owner shall not relieve Subcontractor of the Subcontract obligations set forth above, but shall reduce such coverages required of Subcontractor to the extent said coverage is provided under the Owner Controlled Insurance Program (OCIP).

All policies shall be issued by insurance companies authorized to conduct business in the state where the Subcontract work is performed and whose rating in the most recent A.M. Best Company Key Rating Guide is not less than A- VIII.



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A certificate of insurance evidencing the required coverages and limits and attaching copies of the required endorsements shall be delivered to Contractor prior to the commencement of Subcontract work. Such certificate shall provide that Contractor shall receive any notice of cancellation, non-renewal or material reduction in coverage not less than thirty (30) days prior to the effective date of such cancellation, non-renewal or material reduction in coverage. Subcontractor will not be permitted on the jobsite until Contractor approves the certificate.

If Subcontractor fails to procure or maintain the insurance required herein, Contractor shall have the right, but not the duty, to procure such required insurance in the name and for the account of Subcontractor, which Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

If there is a conflict between the terms of the General Contract and the terms of this Subcontract with respect to insurance, the Contract with the more stringent requirements prevails.

(f) That if Subcontractor fails to start work as scheduled or make the progress required or furnish sufficient skilled workmen or a sufficient quantity of suitable materials or adequate equipment or correct or replace any damaged or defective work or materials, or honor its guarantee, Contractor may, at its option, and in addition to any other rights or remedies provided by this agreement or law, after giving Subcontractor 48 hours notice to cure the defects and Subcontractor's failure to completely cure the defects within that time required, take steps to cure the defects itself and charge the entire cost and expense, including attorney's fees, of such cure to Subcontractor and deduct such amount from any sums due Subcontractor. If there is still an amount due Contractor after such deductions, it shall be paid by Subcontractor to Contractor. Failure to cure defects within the notice period set forth above, shall also give Contractor the right at its option, and in addition and without prejudice to any other rights under this agreement and by law, to terminate Subcontractor's performance and to take possession, for the purpose of completing the work under this Subcontract, of all tools, equipment, materials and supplies owned or controlled by the Subcontractor and to complete the work itself or through others. Subcontractor will be entitled to no further payment until completion of the Subcontract work. There shall be deducted from such payment, Contractor's cost to complete which shall include all other sums due Contractor under this agreement. Any balance shall be paid to Subcontractor. If the cost to complete exceeds the Subcontract balance, Subcontractor will pay that amount to Contractor.

(g) That Subcontractor in performing work to be performed under this Subcontract shall not discriminate against any worker because of race, creed, color or national origin.

(h) In the performance of this Subcontract, to observe and comply with all laws, ordinances, and regulations of all constituted authorities relating to the manner of doing the work under this contract or to the materials supplied therein.

(i) Provided the Subcontractor be not in default in any of the provisions herein, and in order to expedite the final completion of the building, or general or special work thereon, the Contractor request the Subcontractor to work overtime, it is agreed that the Subcontractor shall work said overtime, and it is understood that the Contractor is to pay only the actual extra cost over the rate for regular time. Time slips covering said overtime must be checked and approved by the Contractor's authorized agent at the building. No commission is to be charged by or allowed to the said Subcontractor for, or on account of, said overtime. If, however, the Subcontractor be behind in the work herein contemplated or in the opinion of the Contractor delays the progress of the work necessary to complete the building, then, if requested by the Contractor, the Subcontractor shall use such overtime as may be necessary to keep abreast with the general progress of the work, and the cost and expense incurred by the use of said overtime shall be borne entirely by the Subcontractor.

(j) Subcontractor shall be responsible for and shall bear any and all risk of loss, or damage including that caused by the active or passive negligence of the Owner or Contractor, for its work and all material, tools, equipment or incidentals until Owner's final acceptance of and/or release of Contractor's responsibility for the subcontract work. Subcontractor shall perform its work so that the work site is at all times clean, orderly and free from debris. Upon completion of the work, Subcontractor shall remove all unused or excess materials and all equipment, incidentals, utilities and facilities furnished by it and shall clean up any soiled areas and all refuse and debris, and leave the premises clean, orderly and in good condition. Storage on the jobsite will be where directed by the Contractor but at the expense, if any, of the Subcontractor.



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(k) Subcontractor and Contractor shall inform each other in writing of the name(s) of the jobsite representative(s) who are authorized to represent them with respect to the subcontract work and shall promptly notify each other in writing of any subsequent change in representative(s). Subcontractor's representative(s) shall be at the jobsite at all times subcontract work is in progress. Any notices under this subcontract shall be in writing and may be served personally on a jobsite representative or by certified mail at the addresses set forth below. Notice by mail is complete upon deposit.

(l) Subcontractor shall be deemed in default upon the occurrence of Subcontractor's insolvency, or the filing by or against the Subcontractor in any court pursuant to any statute of the United States or of any State, a petition in bankruptcy, insolvency, for reorganization or for the appointment of a receiver or trustee of all or a portion of the Subcontractor's property, or an assignment for the benefit of creditors, or a petition for entering into an arrangement, or if, by reason of any of these events, the Subcontractor's obligations under this Subcontract may be assigned to or performed by a person other than the Subcontractor.

Section Five: Bonds. Subcontractor will furnish to Contractor, at Contractor's request, either prior to or during construction, performance and/or labor and material bonds in the amounts not to exceed the total subcontract price as of the date of such request, written by corporate sureties authorized to issue such bonds in the State of California. The corporate surety and the bond forms shall be subject to the approval of the Contractor. The premiums for such bonds shall be paid by Contractor. Contractor may, at its option, consider a failure to furnish such bonds a breach of contract entitling Contractor to terminate this subcontract and recover damages from Subcontractor's failure to perform.

Section Six: Labor Agreement. Subcontractor acknowledges that Contractor has entered into labor agreements covering work at its construction job-sites with the labor unions listed in Section 6 of this Subcontract below. Subcontractor specifically agrees that all of the provisions of those agreements which are applicable to Subcontractor are incorporated into this Subcontract as if they were set forth in full, to the full extent allowed by law. Subcontractor acknowledges that the terms and conditions of such

labor agreements with the unions listed below may require the Subcontractor to comply with additional labor agreements with other affiliated unions. When the terms and conditions of the labor agreements listed below so require, Subcontractor shall perform its Work pursuant to all of the terms and conditions of such affiliated labor agreements. Subcontractor further agrees to bind and require all of its Sub-Subcontractors and their subcontractors to the obligations set forth in Section Six of this Subcontract.

The Contractor is signatory to the following labor agreements covering work on this Project:

Furthermore, Subcontractor agrees that it will comply with all Subcontractor obligations pursuant to the terms and conditions of any labor agreements that Subcontractor has entered into, and shall indemnify and hold harmless Contractor and Owner for any breach of Subcontractor pursuant to such labor agreements.

Section Seven: Contract Amount. In consideration of the faithful performance by the Subcontractor of all the terms, conditions and requirements of this Subcontract, the Contractor agrees to pay the Subcontractor for his work the sum of **(\$000,000.00) XXXXXXXXXXXX XXX Dollars** subject to any increase or decrease that may be agreed upon in writing pursuant to Section 2.

Payment shall be as follows:

(a) Partial payment will be made as the work progresses, on or before ten (10) days after receipt of payment from the Owner for work completed during the preceding estimate period, pursuant to estimates approved by the Owner. In making such partial estimates, there shall be retained 10% on the estimated amount until thirty-five (35) days after final completion and acceptance of all work covered by the General Contract, and final payment has been received by the Contractor.

(b) Payments to the Subcontractor are conditioned on Subcontractor furnishing to Contractor sufficient evidence acceptable to Contractor that its Subcontractors, suppliers, and employees have been paid to date or will be so paid out of the payment due it. Payments shall also be subject to all deductions authorized by this Subcontract and by law.



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Section Eight. This contains the complete agreement between the parties with respect to the Subcontract work and nullifies and supersedes all prior negotiations, proposals, stipulations and agreements whether written or oral. There are no prior or contemporaneous agreements in any way dealing with the Subcontract work not included. No agent, representative, employee, officer or director of either party has or had authority to make any statement, representation, promise or agreement with respect to the Subcontract work not set forth in this agreement. Each party agrees that it was not induced to enter into this agreement by any such statement, representation, promise or agreement and that the other party is not bound or in any other way liable because of any such statement, representation, promise or agreement. The effective date of this agreement is the date on the first page irrespective of whether the parties signed it before, on or after that date.

SUBCONTRACTOR:

BY: _____
(Signature)

(Print Name & Title)

Subcontractor's License No.: _____

Expiration Date: _____

CONTRACTOR: TAISEI CONSTRUCTION CORPORATION

BY: _____
(Signature)

(Print Name & Title)

Contractor's License No.: 574837



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Attachments to Subcontract

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EXHIBIT C PROJECT WORK RULES

Contractor is committed to the safety of all its employees, subcontractors and subcontractor employees at our project sites. In our effort to make the Project hazard free and provide the safest working conditions possible, Contractor expects all site personnel to learn and practice the following basic work rules. In addition to the rules listed below, there may be additional site specific work rules that must be observed on this project as well as full compliance with all local, county, state and federal regulations and/or agency policies.

1. Approved and unaltered hardhats and proper work boots are required at all times in the work areas. Tennis shoes are not approved.
2. Sleeveless shirts and short pants will not be permitted at any time.
3. Approved safety eye protection shall be worn when exposed to harmful rays, dust, chemicals, or flying particles, or when using a cutting torch or welding power or powder driven tools.
4. Hearing protection shall be worn in all high noise areas or while performing high noise tasks.
5. Approved respiratory protection shall be worn as required.
6. Proper gloves are required when handling material that cuts, burns, or contaminates the skin.
7. Harnesses shall be worn by employees working on un-graded or unprotected work platforms 7 1/2 feet or more above the ground, or on equipment as required, or per OSHA standards, whichever is more stringent.
8. No employee shall work on scaffolding without proper guardrails and toe boards, unless safety harnesses or barricades are used.
9. Do not climb on or work from any handrail, mid-rail or brace. Use the ladder to get on a scaffold, and make sure that the ladder is tied off properly.
10. Secure or cleat scaffold boards to prevent movement.
11. Inspect all ladders for damage or defects daily before use. Stepladders will only be used in the fully opened position. Do not stand on the top step.
12. Extension ladders are not to be separated. They must have ladder feet set on a secure surface and tied off at the top.
13. Good housekeeping shall be practiced at all times. Daily clean up of your debris is expected.
14. Project nails shall be bent over or removed from lumber.
15. Clean up spills immediately and remove oily, flammable, or combustible waste/rags, to a proper storage container.
16. Compressed air shall not be used for blowing dust or dirt from clothing or person.
17. Access to emergency exits and fire-fighting equipment shall be kept clear at all times
18. Gasoline equipment shall not be refueled when running. A fire extinguisher must be close by.
19. Secure all welding equipment cylinders in the upright position with caps on when not in use.
20. Never enter a confined space/excavation until you check with your supervisor. Supplied air may be required.
21. Never enter any un-shored excavation until it has been determined safe by your supervisor.
22. Excavations will be provided with an access/egress ladder.
23. Every tool is designed for a specific use - inspect before you use and do not misuse/abuse.
24. Alcohol, drugs, animals, radios, horseplay, fighting and gambling will not be tolerated.
25. All electrical cords shall be of the 3-wire type, and kept in good condition.
26. Lockout/ tag out rules are to be strictly enforced for all temporary and permanent power work.
27. Wire rope chokers, slings, chain fall, and come-a-longs are to be inspected before use.
28. No employee, other than the operator, shall ride on trucks, loaders, shovels or moving equipment unless authorized. All safety equipment must be used as required.
29. Immediately report all near misses, accidents, and injuries to your supervisor.
30. Report unsafe conditions or practices to your supervisor.
31. Subcontractor shall conduct safety meetings each week and provide the minutes of such meetings at the end of each week.
32. No radios or cassette players are allowed to be played on site, with or without headphones.
33. All subcontractors shall have a First-Aid kit on site at all times.
34. All subcontractors shall have an IPP or Safety Manual on site at all times and shall supply a copy to Contractor to



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- 35. hold on site. Subcontractors shall also provide a copy of its MSDS Binder to Contractor to hold on site. All machinery/ power tools guards & grounding must be in place per the manufacturer. NO altering will be allowed.
- 36. Subcontractor will be responsible to cover and barricade all floor openings, trenches, and pits, exposed to other trades and public. Subcontractor shall furnish all barricades, signage, trench plates, fence panels, caution tape, railings, etc. to delineate hazardous conditions created as a direct result of its Work.
- 37. Subcontractor agrees that if in the performance of the Subcontract it becomes necessary to remove, replace or interfere with any safety devices, barricades, or controls installed by Subcontractor, Contractor or another subcontractor, Subcontractor will replace or restore such devices or controls at their expense and prior to the area. Subcontractor shall monitor and post required warnings of unsecured conditions until replaced or restored.
- 38. Subcontractor shall be responsible for miscellaneous flagging and traffic control when specifically required for its operation. It is Subcontractor's responsibility to provide competent flag persons and adequate safety devices to protect the public during all of their operations.
- 39. Subcontractor shall hold weekly safety meetings and provide reports of the topics discussed to the Contractor.
- 40. Accidents: Accident reports must be filed with the General Contractor as required per Exhibit “A” Article 8. Subcontractor’s safety director and/or principal of the company shall prepare for Contractor within 48 hours of the accident a report to discuss measures to be taken to prevent further occurrences. OSHA may be involved if required per occurrence, or requested by Contractor.
- 41. Subcontractor will be required to supply fire-extinguishing equipment while using any open flame equipment.
- 42. Subcontractor shall furnish and install shoring and/or bracing at all trenches required to complete its Work in accordance with Cal-OSHA regulations and all other authorities having jurisdiction over the project.

Contractor has the right to remove any personnel that is in violation of the above rules or any other practice deemed unsafe or of improper conduct by Contractor’s project staff.



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EXHIBIT D
WORK SCOPE DETAIL

**EXHIBIT E
PROJECT SCHEDULE
(See separate attachment)**

EXHIBIT F
PROJECT POLICY BROCHURE
(See separate attachment)

EXHIBIT G
EQUIPMENT/MATERIAL PROCUREMENT
DATE: _____

Subcontractor:

Telephone:

Fax:

RE:

"Project Name"

Attention:

Below is a listing of major equipment and material components needed to perform the Work defined in the Subcontract. For planning purposes this list defines the necessary arrival dates, lead times and submittal approval dates required to achieve the Project Schedule. We request your review and confirmation that these dates will be met or exceeded.

Equipment	Submittal Date	Order Date	Lead Time	On-Site Date

Please be advised that these dates are used for communication and planning purposes and that the actual Project Progress scheduling will be done by Contractor site personnel.

Thank you for your help in planning this project toward the goal of on-time or potential early completion.

Agreed by: _____

Subcontractor



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**EXHIBIT H
SUBCONTRACTOR BILLING PROCEDURES**

1. By the 20th day of each billing month, Subcontractor shall submit to Contractors job site office for approval an Application for Payment on account of the Subcontract Sum in proportion to the Work completed or to be completed through the 30th day of such month during which the application is made. The application shall be made on the Attachment H-1 Application Form and fax copies are accepted.
2. Each Application for Payment shall show the percentage of completion of the Work based upon Subcontractors estimate of the portion of the Subcontract Sum properly allocable to labor, materials and equipment incorporated in the Work during the period. Such estimate shall be based upon the percentage of completion of the Work in proportion to the Schedule of Values attached hereto as Attachment H-2. The Subcontractor's estimate of the percentage of completion shall be subject to final review and approval by the Contractor. By the last day of the billing month, Contractor jobsite personnel will approve and deliver all subcontractor payment applications to Contractor's accounting office.
3. By the 5th day of the following month, Subcontractor will submit original invoices; conditional releases for themselves and their suppliers for the current billing month and also will submit unconditional releases for itself and its Sub Subcontractor's and suppliers for the previous month to the Contractor's central accounting office.
4. When Contractor has received payment from Owner, and Subcontractors Application for Payment and all supporting documentation are in accordance with the Contract Documents, and Subcontractor has complied with all Subcontract requirements including as-built information, daily reports, safety requirements, and cleanup requirements, payment shall be made to Subcontractor per Subcontract Article 4 of the Subcontract.
5. Attachments H-1 through H-7 will be required for all invoicing procedures.



Reviewed & Approved	

ATTACHMENT H-1
PAYMENT APPLICATION FORM

Project:

Subcontract: 0801

Trade:

Date:

Subcontractor:

Request

#:

r:

Tel:

Fax:

Contract Date: **November 24, 2008**

TOTAL AMOUNTS:

Contract Amount \$ XXXXXXXX

Net Amount Approved CO's \$ _____

Adjusted Contract Total \$ _____

VALUE OF WORK COMPLETED:

Base Contract Work Completed \$ _____

Change Order Work Completed \$ _____

Total Value to Date of Request \$ _____

DEDUCTIONS:

Retained (10%) \$ _____

Total of Previous Payment(s) \$ _____

Other (Hoist & Back charges) \$ _____

Total Deductions \$ _____

PAYMENT REQUEST - THIS APPLICATION \$ _____

I (**SUBCONTRACTOR**) certify that the above amounts are correct and just and that payment for the amount requested has not been received.

Approved for Payment
TAISEI CONSTRUCTION CORPORATION

Signed: _____

Signed: _____

Date: _____

Date: _____



Reviewed & Approved	

**ATTACHMENT H-2
SCHEDULE OF VALUES**

THE FOLLOWING WORKSHEET MUST BE FILLED OUT AND RETURNED WITH THE PAYMENT APPLICATION ATTACHED TO THIS CONTRACT. NO INVOICES WILL BE PAID WITHOUT A COMPLETED SCHEDULE OF VALUES AND A COMPLETED AND SIGNED PAYMENT REQUEST FORM.

SUBCONTRACTOR: _____ APPLICATION DATE: _____ APPLICATION NO. _____
 TRADE: _____ PROJECT NAME: _____ PERIOD TO: _____
 CSI #: _____ PROJECT NUMBER: 0810

A ITEM NO.	B DESCRIPTION OF WORK LIST CHANGE ORDERS ON SEPARATE SCHEDULE	C SCHEDULE D VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C – G)	I RETENTION
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
Total								



Reviewed & Approved	

ATTACHEMENT H-3

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from TAISEI CONSTRUCTION CORPORATION in the sum of
(Maker of Check)

\$ _____ payable to _____
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of **"Project Name"**
(Owner)

located at **"Project Address"** to the
(Job Description)

following extent. This release covers a progress payment for labor, services, equipment, or material furnished to TAISEI CONSTRUCTION CORPORATION through _____
(Your Customer) (Date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

By _____
(Title)



Reviewed & Approved	

ATTACHMENT H-4

UNCONDITIONAL WAIVER
AND
RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of \$_____ for labor, services, equipment, or material furnished to **TAISEI CONSTRUCTION CORPORATION** on the job of
(Your Customer)

“Project Name” located at

(Owner) “Project Address” and does hereby release any
(Job Description)

mechanic’s lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to **TAISEI CONSTRUCTION CORPORATION** through _____ only and does not cover any
(Your Customer) (Date)

retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic’s lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: _____

By _____
(Title)

NOTICE: THIS DOCUMENT WAIVES RIGHT UNCONDITIONNALLY 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 RELEASE FORM.



Reviewed & Approved	

ATTACHMENT H-5

CONDITIONAL WAIVER
AND
RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from **TAISEI CONSTRUCTION CORPORATION** in the sum of \$_____ payable to “Sub Name” and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic’s lien, stop notice, or bond right the undersigned has on the job of “**Project Name**”

located at _____ (Owner)

“**Project Address**” This release covers the final payment to the undersigned (Job Description)

for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional work in the amount of \$_____. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Date: _____

By _____

(Title)



Reviewed & Approved	

ATTACHMENT H-6

UNCONDITIONAL WAIVER
AND
RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full for all labor, services, equipment or material furnished to **TAISEI CONSTRUCTION CORPORATION**

(Your Customer)

on the job of “**Project Name**” located at

(Owner)

“**Project address**” and does hereby waive and

(Job Description)

release any right to a mechanic’s lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$_____.

Dated: _____

By _____
(Title)

NOTICE: THIS DOCUMENT WAIVES 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 RELEASE FORM.



Reviewed & Approved	

**ATTACHMENT H-7
VENDOR & SUPPLIER LIEN STATEMENT
FOR
(Subcontractors Name)**

DATE: _____

Subcontract No. _____

We enclose herewith lien releases executed by the person or firms listed below who have supplied labor and/or material to Subcontractor in the prosecution of the Work involved per the Subcontract that Subcontractor has with Taisei Construction Corporation on the following project:

JOB NAME: xxxxx

ADDRESS: xxxxx

Sub-tier, Supplier, Vendor	Phone	Fax	Amount Due This Period

These releases cover all labor and/or material furnished by Subcontractor through the end of billing for the month of _____. The persons or firms listed above constitute the entirety of all those parties supplying or furnishing labor and /or material in connection with the Work covered by said Subcontractor, except: 1) Work crews on Subcontractor's payroll whose wages have been fully paid through the aforementioned date and, 2) Suppliers whose total job participation is less than \$2,000, or 5% of the total amount of this Subcontract, whichever is less.

xxxxxxx

Telephone: (xxx) xxx - xxxx

Fax: (xxx) xxx - xxxx

Signed: _____



Reviewed & Approved

**Exhibit I
[SUBCONTRACTOR LETTER HEAD]**

WARRANTY FORM

The following is a warranty and guarantee by the undersigned, _____ for the _____ (“Warranted Work”), installed at _____ (“Project”). Capitalized terms not defined herein shall have the meanings assigned to them in the Contract Documents applicable to the Warranted Work at the time it was furnished and installed at the Project.

The undersigned hereby warrants and guarantees that (1) the Warranted Work (including, without limitation, all pieces and parts thereof that are incorporated into the Warranted Work), unless otherwise expressly permitted or required by the Contract Documents, is of first-class quality and new; and (2) the Warranted Work conforms with the requirements of the Contract Documents and Applicable Laws; and (3) the Warranted Work is and will remain free of defects appearing within a period of _____ (_____) year(s) from _____, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the Warranted Work is found not in compliance with the terms of this warranty, then District shall have the right, after expiration of a reasonable period of time (not later than _____ (_____) calendar days) following mailing by regular mail of notification by the District to the undersigned at its last known or reputed address, to proceed to have the Warranted Work repaired, replaced or otherwise made good, to whatever extent necessary, to make the Warranted Work comply with the terms of this warranty.

The responsibility of the undersigned under this warranty includes, without limitation, replacement, removal and repair not only of the Warranted Work, but also related or adjoining portions of work, equipment, materials or property as necessary to provide access for correction of the Warranted Work, as well as any other loss or damage (including, without limitation, economic loss) resulting directly or indirectly to District from the failure of the Warranted Work to comply with the terms of this warranty. All cost, expenses, damages and other losses to District due to the failure of the Warranted Work to comply with the terms of this warranty shall be deemed to be expenses of undersigned and shall be paid by the undersigned to the District upon demand.

Countersigned	
Sub Name	Sub Name
address	address
By:	By:
(Signature of Subcontractor or Supplier)	(Signature of General Contractor)

Representatives to be contacted for service:

Name:	
Address:	
Phone No.:	

END OF SECTION 01787



Reviewed & Approved	

Exhibit J
Owner Controlled Insurance Program
(See Separate Attachment)



Reviewed & Approved	

Exhibit K
Health, Safety & Environmental Requirements
(See Separate Attachment)



Reviewed & Approved	

Exhibit L
Project Labor Agreement
(See Separate Attachment)



Reviewed & Approved	

Exhibit M
Leed Program Requirements
(See Separate Attachment)



Reviewed & Approved	

Exhibit N
LACCD Interns Program
(See Separate Attachment)



Reviewed & Approved	

Exhibit O
LACCD Jobs Program
(See Separate Attachment)



Reviewed & Approved	