



SUBCONTRACTOR AGREEMENT

THIS AGREEMENT ("Subcontract") is entered into at Anaheim, California as of [REDACTED] (Date), by and between **Allen Christopher Corp., a California corporation, DBA Parkwest General Contractors** ("Parkwest"), and [REDACTED] ("Subcontractor") with respect to the project located at: [REDACTED] (Project) for the owner identified as [REDACTED] (Owner) in accordance with the terms and conditions set forth below:

1. **GENERAL SCOPE OF WORK.** The work under this Subcontract is to be performed in accordance with the terms and conditions set forth below as well as the plans and specifications prepared by HSA ("Plans"). Subcontractor certifies that Subcontractor is fully familiar with all of the terms, conditions, and obligations of the construction documents including this Subcontract and the Plans (collectively, the "Contract Documents") as well as the location of the jobsite, and the conditions under which the work described in **Exhibit "A"** attached hereto ("Work") is to be performed. Subcontractor enters into this Subcontract based upon Subcontractor's own investigation of all these matters and is in no way relying upon any opinions and representations of Parkwest and/or the Owner. Subcontractor agrees to furnish all labor, materials, installations, cartage, supplies, equipment, scaffolding, tools, and other facilities of every kind and description necessary to perform the Work and in strict accordance with the Contract Documents and as more particularly, though not exclusively, set forth in the Plans.

2. **PRICE AND PAYMENT.** Parkwest shall pay Subcontractor the sum of \$ [REDACTED] (Contract Price) in accordance with the payment schedule set forth in **Exhibit "B"** attached hereto for the performance of Subcontractor's Work. Subcontractor must submit requests for payment in accordance with the terms set forth below in Section 15 "INVOICING" on or before the 15th day of each month. At no time shall the payment amount exceed the value of ninety percent (90%) of all labor and materials which have been completed through the date of invoicing. The remaining ten percent (10%) shall be retained until thirty (30) days after the Work has been fully completed according to this Subcontract and delivered to and accepted by Parkwest and Owner. Payments under this Section 2 may be modified by the Early Payment Option if such option is accepted by Subcontractor as referenced in Section 15.B. below. The payment obligations of Parkwest under this Section 2 shall be subject to additions and deductions for any approved change orders that the parties may agree upon in writing.

3. **CHANGE ORDERS.** All change orders, adjustments and claims for extra work shall be in writing and signed both by Subcontractor and Parkwest, and shall become a part of the Subcontract and the Contract Price shall be adjusted accordingly. Parkwest shall not be liable for payment for any additional work and deviations from the Contract Documents performed without written authorization.

4. **INDEPENDENT CONTRACTOR.** The parties acknowledge and agree that Subcontractor is an independent contractor and shall be responsible for supplying the labor, materials and workmanship needed under the Contract Documents and without an increase in the Contract Price. Subcontractor shall comply with all laws, rules, ordinances, and regulations of all federal, state, and local bodies having jurisdiction over the Work, obtain all necessary permits and licenses for the Work, and pay all manufacturers' taxes, federal and state taxes, sales taxes, processing taxes, insurance, and all employment taxes. Subcontractor warrants that he/she/they/it is and shall remain duly licensed and authorized by law to perform the Work throughout the duration of this Subcontract.

5. **WORKMANSHIP.** The Work shall be executed in the most sound, workmanlike, and substantial manner. All workmanship shall be of first class quality, and all material and equipment used in the Work shall be furnished in ample quantities so as to facilitate the proper and expeditious execution of the Work, and shall be

new, except such materials as may be expressly provided for in the Contract Documents to be otherwise. All questions regarding workmanship shall be judged by prevailing industry standards in the county where the Work is to be performed

6. **TIME.** Time is of the essence of this Subcontract. Subcontractor agrees to punctually and diligently perform all parts of the Work. Subcontractor shall provide at all times adequate equipment, materials, tools, supplies and labor necessary to complete the Work. Subcontractor shall confer with and keep Parkwest continually informed of the progress of the Work. Subcontractor shall coordinate the Work with all other subcontractors working on the Project in a manner that will facilitate expeditious completion of the entire Project. Parkwest shall have complete control over the jobsite and the right to decide the time and order in which the various portions of the Work shall be performed or installed, subject to the provisions of the Contract Documents. The Work shall be completed by Subcontractor no later than: Per Schedule.

7. **INDEMNITY.** Subcontractor shall completely and unconditionally and to the fullest extent allowed by law defend, indemnify and hold Parkwest and Owner, and their respective shareholders, directors, members, partners, officers, employees, agents, affiliated entities and other subcontractors and persons (collectively, the "Indemnified Parties") harmless from and against any losses, costs, expenses, fines, damages, penalties, obligations, delays, liabilities, claims, liens, lawsuits, and attorney's fees (collectively, the "Claims") incurred or faced by the Indemnified Parties or any of them arising out of, or caused by, any omissions, actions, inactions, intentional acts, negligence, delays or any breaches of the Contract Documents by Subcontractor or any of Subcontractor's agents, employees, laborers, materialmen and others for whose acts Subcontractor may be liable by contract or by law or equity, regardless of whether or not such Claims, or any of them, are caused in part by any of the Indemnified Parties.. Subcontractor may litigate any lien or suit arising from any claims or liens provided that Subcontractor first removes the subject matter of the litigation from the job site and takes all steps necessary to assure that Owner does not , because of the claims or liens, withhold any sums or payments owed by Owner to Parkwest. Further, Subcontractor shall indemnify the Indemnified Parties for, and hold them harmless from and against, all Claims made or awarded against the Indemnified parties, or any of them, for personal injury, death, property damage, or other loss arising out of any omissions, actions, inactions, intentional acts, negligence, delays or any breaches of the Contract Documents by Subcontractor or any of Subcontractor's agents, employees, laborers, materialmen and others for whose acts Subcontractor may be liable by contract or by law or equity, regardless of whether or not such Claims, or any of them, are caused in part by any of the Indemnified Parties.

8. **DEFAULT/TERMINATION:** If, at any time, Subcontractor fails or neglects to supply a sufficient number of properly skilled workers or materials of adequate quality and quantity, is adjudicated bankrupt, files an arrangement proceeding, commits an act of insolvency, makes an assignment for the benefit of creditors, fails to promptly pay for materials or labor or fails to properly perform according to the terms of the Contract Documents, Parkwest General Contractors may, upon giving seven (7) days written notice to Subcontractor without prejudice to any other remedy, terminate the Subcontract and finish Subcontractor's Work by whatever method Parkwest may deem necessary or expedient. If Parkwest exercises that option, Parkwest shall have the right to enter the job site and take possession of all materials, equipment, tools, and appliances and employ other persons to finish the Work. If Parkwest terminates Subcontractor's right to proceed with the Work, Subcontractor shall not be entitled to receive any further payments under this Subcontract until Parkwest has the Work completed. If the unpaid balance of the Contract Price under this Subcontract exceeds the expense of finishing the Subcontractor's Work and other damages incurred by Parkwest, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to Parkwest.

9. **ARBITRATION.** All claims disputes and other matters in question arising out of, or relating to, this Contract shall be settled by binding arbitration heard by a single arbitrator to take place in Orange County, California, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in force. The award rendered by the arbitrator shall set forth his or her findings and the judgment upon it shall be entered in any court having jurisdiction.

10. **RECOVERY OF ATTORNEY'S FEES.** If either party files any action at law or equity or initiates arbitration proceeding to enforce or interpret the terms of this Subcontract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as part of the judgment or arbitration award.

11. CLEAN-UP. At all times during the course of the Work, Subcontractor shall maintain the job site in a clean, safe and orderly condition. Rubbish, trash, waste and surplus material shall be collected or removed daily, or less frequently, as Parkwest may require.

12. ASSIGNMENT. Subcontractor shall not assign, transfer, or sublet any part of the Work under this Subcontract, or assign payments for the Work performed under this Subcontracted to others unless agreed to in writing by Parkwest.

13. WARRANTY. Subcontractor warrants that all Work under this Subcontract shall be free from defect in materials, equipment, and workmanship and that all materials, supplies and equipment are new unless otherwise permitted by the Contract Documents. Subcontractor shall replace, at Subcontractor's own expense and according to specifications, all materials, supplies or equipment that prove to be defective or improperly installed at any time within one year from and after the completion and acceptance of Subcontractor's Work.

14. INSURANCE. Prior to Subcontractor performing any of the Work, or if Subcontract prepares or delivers materials to the job site before the Work starts, Subcontractor shall ,at its own cost, procure and furnish to Parkwest, and shall continue to furnish throughout the term of this Subcontract, the following insurance coverage along with certificates of insurance:

A. Workers' Compensation:

Coverage A. Statutory policy form

Coverage B. Employers 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

B. Commercial Auto Coverage:

Auto Liability limits of not less than \$500,000 each accident combined

Bodily Injury and Property Damage Liability insurance including but not

Limited to owned autos, and hiring of non-owned autos.

C. Comprehensive General Liability or Commercial General Liability:

The limits of liability shall not be less than:

(1) Comprehensive General Liability

\$1,000,000 Combined Single Limit

Bodily Injury/Property Damage per Occurrence

\$2,000,000 General Aggregate Limit

(2) Both policy forms must include:

(a) Premises and operations with no X C or U exclusions.

(b) Blanket contractual coverage with Employee Exclusion deleted.

(c) Broad Form Property Damage including completed operations or its equivalent.

(d) An endorsement naming Parkwest and Owner as additional insureds, using "Additional insured endorsement CG2010, 11/85" or its equivalent, naming the amounts, expiration date, project name and tract number(s) to which certificate applies. This certificate must evidence that such insurance is in full force and that the insurance will not be canceled or reduced without (30) days written notice to Parkwest and approval by Parkwest.

(e) An endorsement stating: "Such coverage as is afforded by this Policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this Policy."

(f) Coverage on an "occurrence" form. "Claims Made" forms are not Acceptable.

(g) An endorsement stating that any aggregate limits apply on a "per project" basis.

D. Other Requirements

- (1) All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.
- (2) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide is not less than A.V.
- (3) Certificates of Insurance with the required endorsements evidencing the coverage must be delivered to Parkwest prior to commencement of any Work under this contract.
- (4) If the Subcontractor fails to secure and maintain the required insurance, Parkwest shall have the right (without any obligation to do so, however) to secure same in the name and for the amount of the Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.
- (5) An endorsement for Waiver of Subrogation must be attached to all Worker's Compensation Policies.

15. INVOICING.

- A. Invoices MUST be submitted by Subcontractor to Parkwest for payment using the AIA 702 and AIA 703 "Application and Certificate for Payment" forms. (Parkwest will supply an electronic copy if requested)
- B. All billings must include the following:
 - (1) Project job site work address.
 - (2) Parkwest Sub-contract number.
 - (3) Sub-contractor's invoice number.
 - (4) Sub-contractor information including company name, address, telephone number and Federal tax identification number or social security number.
 - (5) An original signed Conditional/Unconditional Waiver and Release Upon Progress (or Final) Payment for all Sub-Sub-contractors and/or service providers and/or material in a form acceptable to Parkwest, or, alternatively, a certified statement by Subcontractor that no Sub-Sub-Contractors, service providers or material suppliers were utilized on the Project.
 - (7) Submit invoices to Parkwest General Contractors, Inc., 3156 E. La Palma Ave., Unit J, Anaheim, CA 92806.

B. A three percent (3%) invoice discount may be taken by Parkwest if payment is made to Subcontractor within fifteen (15) days of receipt and acceptance of Subcontractor's compliant invoice as defined in Section 13 (A) if early payment option is accepted by Subcontractor as indicated below.

Acceptance by Subcontractor _____

16. NOTICE. Any notice or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given, if mailed, certified, return receipt requested, postage prepaid, on the day after the date mailed, or if delivered, either by a party, courier, delivery service, or overnight express, when delivered, or if sent by facsimile, as shown on a transmission report, addressed or sent to a facsimile number as shown below each party's name on the signature page, or to any other address or facsimile number designated by the parties

17. Rules and Regulations: All workers must check in with Parkwest superintendent before they begin work. NO construction worker is allowed in any area of the hotel at any time other than designated construction zones. All workers must enter through construction designated entrances ONLY. All workers must wear proper protective gear at all times. Each subcontractor is responsible for cleaning up and bagging their debris each day and place in designated areas. All workers must wear at all times identification identifying the company they work for. Each subcontractor/workers are responsible for damage caused to other trades work. NO Radios. NO smoking, NO alcohol, NO drugs. Work hours 7am to 6pm M - F. Loud noise M - F 9am – 5pm Saturday hours 8am – 6pm Loud noise 10am – 4pm. For medical emergencies contact LA Fire or dial 911. All other emergencies contact Parkwest at 714-394-4684

18. ENTIRE AGREEMENT. Parkwest and Subcontractor agree that this Subcontract constitutes the complete and entire agreement between both parties. Any verbal discussion or verbal agreement prior to the execution of this Subcontract shall not be considered valid other than as written and set forth in this Subcontract. All Contract Documents are incorporated in this Subcontract by reference and shall have the same force and effect as if they were fully set forth in this Subcontract. Parkwest shall deliver to Subcontractor copies of the Contract Documents as requested by Subcontractor. Subcontractor shall be bound by any and all of the Contract Documents insofar as they relate in any way, directly or indirectly, to the Work covered by this Subcontract.

IN WITNESS WHEREOF, the parties have executed this Subcontract as of the date first set forth above.

GENERAL CONTRACTOR:

ALLEN CHRISTOPHER CORP.,
A California Corporation DBA

PARKWEST GENERAL CONTRACTORS

3156 E. La Palma Ave. Unit J
Anaheim, CA 92806
Phone: 714-632-8001
Fax: 714-632-8420

CA License Number: 891320
NV License Number: 73170
AZ License Number: 279000

SUBCONTRACTOR:

Company Name

Signature of Owner/Partner/Officer

Print Name and Title

Address

Address

Phone:
Fax:

License Number: