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 An EEO/ Affirmative Action Employer

SUBCONTRACT AGREEMENT (Public Works)
 Subcontract No. «connum»

This Agreement, made this ____ day of ____, 2019, by and between

LOS ANGELES ENGINEERING, INC., as Contractor, and «venname» whose address is «venaddress» **Phone:** «venphone», **Fax** «venfax» hereinafter referred to as Subcontractor.

WITNESSETH:

Whereas, Contractor has or is about to enter into a contract with «cusname», as Owner, for the construction of a project known as «jobname» in accordance with the terms and provisions of said contract, including the plans and specifications for said project and all other documents forming or by reference made a part thereof (collectively referred to herein as Contract Documents),

And whereas, Contractor desires to subcontract a portion of its obligations under said Contract Documents to Subcontractor,

NOW, THEREFORE, the parties do hereby mutually agree as follows:

SECTION 1. SCOPE OF WORK

A Payment Bond and a Performance Bond are required. Subcontractor’s Bonding Agent to bill Contractor for bond cost, directly. Not to exceed 1.5%.

Complete Submittals per contract specifications are due within five (5) calendar days of receipt of this subcontract.

Subcontractor shall furnish and pay for all labor, materials, tools, supplies and equipment required to perform the following work in strict accordance with the Contract Documents and the provisions of this Agreement:

Bid Item	Description	Price Extension
«itemcostcode»	«itemdescription»	«itemtotal»
		«origsubamount»

(INSERT BUY AMERICA REQUIREMENTS HERE IF APPLICABLE TO THE PROJECT)

“Schedule of Values” is attached. Labeled “Attachment B”.

Special Notes/Information: «context»

Inclusions: «iteminclusiontext»

Exclusions: «itemexclusiontext»

With respect to the work described above, Subcontractor undertakes to perform each and every obligation of Contractor, no matter where in said Contract Documents said obligation may be found. Further, Subcontractor shall furnish and pay for all layout, backing, testing, scaffolding and planking, hoisting of men and materials, temporary heat, power and lights, and all other facilities necessary to perform the work under this Agreement.

SECTION 2. INCORPORATION OF CONTRACT DOCUMENTS

Subcontractor shall be bound by the terms and provisions of the Contract Documents applicable in any way to the work covered by this Agreement and, in regard thereto, Subcontractor shall be bound to Contractor in the same manner and to the same extent as Contractor is bound to the Owner under said Contract Documents. The Contract Documents are by this reference specifically incorporated into and made a part of this Agreement.

SECTION 3. COMPENSATION AND PAYMENT

Contractor agrees to pay Subcontractor and Subcontractor agrees to accept for the full and complete performance of the work specified herein the sum of ~~«conamounttext»~~ (~~«conamount»~~), subject to additions and deductions for changes agreed upon or determined as hereinafter provided. Partial payments will be made to Subcontractor as the work progresses in an amount equal to ninety-five percent (95%) of the value of work and materials incorporated in the construction as estimated by the Owner's representative, less the aggregate of previous payments. Contractor will make such partial payments to Subcontractor within seven (7) days after Contractor receives payment for such work and materials from the Owner. Upon complete performance of this Agreement by Subcontractor and final approval and acceptance of Subcontractor's work and materials by the Owner, Contractor will make final payment to Subcontractor of the balance due to it under this Agreement within seven (7) days after full payment for such work and materials has been received by Contractor from the Owner. No partial payment to Subcontractor shall operate as approval and/or acceptance of work done or materials furnished under this Agreement. If the terms of this Agreement provide for the payment for work performed on a unit price basis, Subcontractor agrees to be bound by the Owner's measurement of the quantity of work; however, if Owner does not measure for work, Subcontractor agrees to be bound by Contractor's measurement of the quantity of work. Any partial payment or payments made by Contractor to Subcontractor will be subject to final audit and adjustment and Subcontractor agrees to reimburse Contractor in the event there is any overpayment. The acceptance by Subcontractor of final payment shall constitute a release by Subcontractor in favor of Contractor and its surety of all claims against Contractor and its surety arising under or by virtue of this Agreement, except for written claims in stated amounts submitted to Contractor prior to final payment. Subcontractor agrees to accept the price or prices as set forth herein as full compensation for doing all work and furnishing all material contemplated and embraced in this Agreement; for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner; for all risks of every description connected with the work; for all expense incurred by or in consequence of the suspension or discontinuance of the work; and for faithfully completing the work and the whole thereof in the manner and according to the requirements of Contractor and Owner.

Contractor may deduct from any amounts due or to become due to Subcontractor any sum or sums owing by Subcontractor to Contractor under this Agreement or on account of any other obligation, liability or contract unrelated to this Agreement; and in the event of any breach by Subcontractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against Contractor or Contractor's surety or the construction site arising out of Subcontractor's performance of this Agreement, Contractor shall have the right, but is not required, to retain out of any payments due or to become due to Subcontractor an amount sufficient to completely protect Contractor from any and all loss, damage or expense there from until the situation has been remedied or adjusted by Subcontractor to the satisfaction of Contractor. If Contractor exercises this right in good faith, Subcontractor shall not be entitled to any interest whatsoever on the money so retained regardless of the outcome of any subsequent claim resolution or litigation.

Contractor shall not be liable for payment for any additional work performed by the Subcontractor unless such work is first expressly authorized by the Contractor, in writing, and payment is made by the Owner to the Contractor for such extra work, payment by Owner to Contractor being a condition precedent for Contractor to pay Subcontractor for such work. Both authorization in writing by the Contractor and actual payment by the Owner to the Contractor for extra work shall be conditions precedent to Contractor's obligation to pay Subcontractor for such extra work. Any additional compensation or time to be given to Subcontractor shall be set forth in a contract change order and shall constitute a full and final equitable adjustment of compensation, time or any other alleged entitlement, known or unknown, arising in connection with the facts and circumstances described in and which gave rise to such subcontract change order and Subcontractor waives all damages, direct indirect and consequential, relating to such

facts and circumstances, including, but not limited to, impact, reduced productivity, interference by other trades, lack of coordination of the work by the Contractor, inefficiencies, acceleration, delays, extended overhead, diminished bonding capacity or lost profits.

Contractor reserves the right to make payment by joint check or by direct check to any of Subcontractor's material men or sub-contractors or any person who has a right of action against Contractor or Contractor's surety under any law. Subcontractor agrees that Contractor reserves the right of determination as to what manner or method of payment shall be made.

Subcontractor shall furnish, if and when requested by Contractor, payroll affidavits, receipts, vouchers and releases of claims from sub-contractors, material men and other parties contractually related to Subcontractor with respect to labor and materials furnished or to be furnished under this Agreement, all in a form satisfactory to Contractor and as a condition precedent to any payment becoming due hereunder.

Subcontractor agrees and covenants that the monies received by it for the performance of this Agreement on account of labor, materials, equipment or services furnished by Subcontractor's material suppliers or sub-contractors for this project shall immediately become and constitute a trust fund for the benefit and payment of said material men and sub-contractors, and that such fund shall not in any instance be diverted by Subcontractor to any other purpose.

In the event Contractor is not paid by Owner any sum claimed due by Subcontractor, then Contractor's obligation to make payment to Subcontractor with respect to the time for payments to Subcontractor shall, in addition to any other conditions set forth in the Subcontract or the Contract Documents, be subject to the following conditions precedent:

- (i) If Contractor does not pay Subcontractor sums claimed due under the Subcontract as a result of nonpayment by the Owner and such non-payment is thereafter "finally adjudged" (as hereafter defined) to have been caused by a breach by Contractor of the Prime Contract, then Contractor shall pay to Subcontractor such sum as is due under this Subcontract, inclusive of and limited to simple interest thereon at the rate of 10% per annum accruing from the date such sum was first due and owing to Subcontractor as set forth above. The term "finally adjudged" as used in this Paragraph (i) shall mean the date final judgment is entered in any action by Contractor against Owner for recovery of sums due under the Prime Contract and exhaustion of all appeal rights and all decisions of courts of appellate jurisdiction.
- (ii) If Contractor does not pay Subcontractor sums claimed due under the Subcontract as a result of nonpayment by the Owner and such nonpayment is caused by the Owner's insolvency, bankruptcy, or lack of sufficient assets, or for reasons other than a breach by Contractor of the Prime Contract as provided in Paragraph (i) above, then Subcontractor's right to payment shall be conditional upon the passage of such time as may be reasonable and necessary for Contractor to fully exercise and exhaust to final judgment its legal, extra judicial and appellate rights and remedies for collection of sums unpaid by Owner, together with the passage of such additional time as reasonably necessary for execution by Contractor for any final judgment entered in its favor. Simple interest only on such sums as are due to Subcontractor under this Paragraph (ii) shall accrue and be payable to Subcontractor at the rate of 10% per annum commencing from the expiration of the reasonable time reserved to Contractor in this Paragraph (ii) for recovery and collection from Owner.
- (iii) Subcontractor agrees to preserve and maintain its mechanic's lien and stop notice rights with respect to the project and to exercise and exhaust those rights in the event that Contractor does not pay Subcontractor sums due under the Subcontract as a result of payment default on the part of the Owner under the Prime Contract.
- (iv) Nothing contained herein shall be interpreted as releasing or waiving any statutory mechanic's lien, bond or stop notice right reserved to Subcontractor under the law; provided however, that Subcontractor agrees in the event Subcontractor asserts a claim against any statutory or common law payment or performance bond issued in connection with the Project, the surety to such bond and the Contractor (if Contractor is a principal on the bond) shall have the right to assert as a defense to such claim, the nonoccurrence of any

conditions to payments set forth in this Subcontract, including without limitation the failure or delay of payment to Contractor.

SECTION 4. LIST OF SUB-SUBCONTRACTORS AND SUPPLIERS

Subcontractor shall within ten (10) days of execution of this Agreement provide to Contractor in writing a list of names and addresses of all sub-subcontractors, material suppliers, and equipment suppliers who will furnish labor, materials or equipment to Subcontractor for its work.

SECTION 5. CHANGES IN THE WORK

Contractor may, at any time by written order of Contractor's authorized representative, and without notice to Subcontractor's surety, make changes in, including additions to and omissions from the work to be performed and materials to be furnished under this Agreement, and Subcontractor shall immediately proceed with the performance of this Agreement as so changed. Any changes shall be subject to all the terms and conditions of this Agreement. If any such ordered change increases or decreases the cost of performing the work under this Agreement, the subcontract price will be adjusted by appropriate additions or deductions as mutually agreed upon by the parties hereto before the changed work is performed. If the parties hereto cannot agree on the amount of the adjustment to be made, Subcontractor shall nonetheless promptly proceed to perform the work as changed, and Subcontractor shall keep and submit to Contractor, in the manner specified below, a cost breakdown as needed to substantiate the amount of the adjustment. Any claim by Subcontractor for an adjustment of the subcontract price under this paragraph must be submitted in writing within seven (7) days from the date any such change is ordered.

If a dispute arises between the parties hereto as to whether any particular work is a change to the work described in Section 1 or if Subcontractor is given an oral directive by Contractor to perform work for which Subcontractor considers it has a right to additional payment, Subcontractor shall nonetheless timely perform the alleged extra work and may submit a written "Notice of Intent to File Claim for Additional Money"; such written notice must be submitted to Contractor within three (3) days after commencing the performance of the alleged extra work. If said notice is timely given, as a condition precedent to thereafter making claim, Subcontractor shall keep and submit to Contractor on a weekly basis a complete breakdown of all costs occasioned by the alleged extra work, including a labor breakdown by name of person, hours worked, and task performed for each employee performing said alleged extra work as well as a similar breakdown for all equipment used and copies of all invoices and delivery tickets for materials used. IF SAID 'NOTICE OF INTENT TO FILE CLAIM FOR ADDITIONAL MONEY' IS NOT TIMELY GIVEN OR IF SAID COST BREAKDOWN IS NOT KEPT AND SUBMITTED AS SPECIFIED, SUBCONTRACTOR AGREES THAT EITHER OF SUCH FAILURES WILL BE AND CONSTITUTE CONCLUSIVE AND NONREBUTTABLE EVIDENCE THAT NO EXTRA WORK WAS PERFORMED AND THAT NO PAYMENT FOR THE ALLEGED EXTRA WORK IS DUE SUBCONTRACTOR.

If Subcontractor claims additional compensation on account of changes in the work ordered by the Owner or due to acts or omissions by the Owner, any such claim shall be submitted by Subcontractor in a manner and in time to enable Contractor to comply with any notice or other claim requirement specified in the Contract Documents. Contractor shall be liable to Subcontractor for such changes to the same extent, but only to the extent, that the Owner is found liable to Contractor for the same insofar as it concerns Subcontractor's work.

Payment for any changed or extra work to which Subcontractor may become entitled to under this section shall be made in accordance with the provisions of Section 3 above.

SECTION 6. CONDITIONS AFFECTING THE WORK

Subcontractor represents that it has carefully examined all of the Contract Documents and is familiar with the terms and conditions thereof, and has fully satisfied itself as to the nature and location of the work and fully acquainted itself with all subsurface and other conditions which can in any manner affect the work under this Agreement. Subcontractor assumes the risk of any unforeseen difficulties or obstructions which may be encountered and of any variances between the actual conditions and the conditions shown or indicated in the Contract Documents, except where the Contract Documents provide relief for encountering differing site conditions; in that latter event, Subcontractor shall be bound by Contract Documents and recovery limited to Subcontractor as set forth in Contract Documents and Contractor liability to Subcontractor for differing site conditions shall be only to the extent, that the Owner is found to be liable to Contractor under Contract Documents for the same insofar as it concerns Subcontractor's work and provided further that any such claim be submitted by Subcontractor in a manner and in time to enable Contractor to comply with any notice or other claim requirement specified in the Contract Documents. It is further

understood that the sole and only situation under which Subcontractor shall be entitled to extra payment for differing site conditions is where the Owner is similarly found to be liable to Contractor. Any extra payment to which Subcontractor may become entitled to under this section will be made by Contractor to Subcontractor within ten (10) days after Contractor receives payment therefore from the Owner.

SECTION 7. EXECUTION OF SUBCONTRACT

Subcontractor shall execute and return this Agreement to Contractor no later than 10 days after the date it is transmitted to Subcontractor. If Subcontractor fails to timely return the duly executed Agreement, Contractor may by written notice terminate any right of Subcontractor to perform the work; in such event, Contractor may contract with another to perform said work or Contractor may perform the work itself, without prejudice to Contractor's right to recover any damages sustained by reason of Subcontractor's failure to execute and perform the Agreement.

A Condition precedent of this contract is Contractor entering into prime contract with owner.

This Agreement shall be of no force or effect unless a prime contract, as contemplated, is entered into between the Owner and Contractor for the project.

This Agreement contains all covenants, stipulations and provisions agreed upon by the parties hereto, and supersedes any prior proposal, understanding or agreement and such are expressly excluded and superseded by this Agreement and shall be of no reference when entering into this agreement. No agent or representative of either party has authority to make, and the parties shall not be liable for, any statement, representation, promise or agreement not set forth herein.

SECTION 8. TIME

TIME IS OF THE ESSENCE of this Agreement. Subcontractor shall prosecute the work undertaken in a prompt and diligent manner and in accordance with Contractor's progress schedule and all revisions made thereto, and shall not delay, interfere with or hinder the work of Contractor or any other subcontractor. Upon request by Contractor, Subcontractor shall cooperate fully with Contractor in providing promptly any information requested by Contractor in connection with preparation of schedules for the project, including, but not limited to, detailed information concerning the sequence, beginning and ending dates of activities, cost breakdowns related to such activities, and any information requested for the Contractor's schedule, including Critical Path Method scheduling, if used for the project. The costs of all such activities on the part of the Subcontractor are deemed to be included in the Subcontract amount. . The time given Contractor to perform all its work under its contract with the Owner shall not be the time Subcontractor has to perform its work nor evidence of same, but Subcontractor shall be required to perform its work in strict accordance with Contractor's progress schedule. If Contractor shall deem it necessary, Subcontractor, at its own expense and on demand of Contractor, shall provide additional work forces, overtime, additional shifts and shall expedite the furnishing of materials so as to meet the progress schedule. Contractor shall have the sole right to establish the time and order in which the various portions of the entire project work shall be performed and, in case of conflicts, to establish priority of work performance as between Contractor, Subcontractor and other subcontractors. Should subcontractor's schedule be accelerated as a result of actions or inactions of the Owner, Subcontractor may pursue the matter as an owner caused changed under Section 5 of this agreement.

Any progress schedule furnished by Contractor to Subcontractor shall be solely for Contractor's benefit; however, Subcontractor must be ready to perform its work at the time indicated in the progress schedule. Contractor makes no representation that access or work will be ready for Subcontractor at the times indicated in any progress schedule regardless of whether delays may be occasioned by circumstances within the control of Contractor. Subcontractor acknowledges its understanding that Contractor, in entering into this Agreement, is relying on Subcontractor's ability and willingness to perform its work at the pace or rate as may be established by Contractor from time to time.

In the event Subcontractor's performance of its work is delayed by any act, neglect or default of Contractor or Owner or by reason of any matter which is a valid ground for an extension of time under the Contract Documents, the time fixed for completion of the work will be extended by the period of delay, but no allowance of an extension of time for any cause whatever shall be claimed by Subcontractor or be made to it, unless Subcontractor shall have made written request to Contractor for such extension within forty-eight (48) hours after the cause for such extension occurred and unless Contractor and Subcontractor have agreed in writing upon the additional time to be allowed. If such extension of time is requested as aforesaid and Contractor and Subcontractor cannot agree thereupon, the Owner's representative shall determine by certificate in writing what, if any, extension of time shall be allowed.

Subcontractor shall not be entitled to recover from Contractor any additional compensation or damages on account of delays caused by the Owner or others, and the aforementioned extension of time for completion shall be the sole remedy of Subcontractor for such delays, unless Contractor receives additional compensation from the Owner for those delays; in that latter event, Contractor shall be liable to Subcontractor for delays to the same extent, but only to the extent, that the Owner is found to be liable to Contractor for the same insofar as it concerns delays to Subcontractor's work. Any additional compensation to which Subcontractor may become entitled to under this section will be paid by Contractor to Subcontractor within ten (10) days after Contractor receives payment therefore from the Owner. In regard to any delays caused by Contractor, Contractor shall be liable to Subcontractor only for such delays as are directly and solely caused by Contractor and which are found to be unreasonable under the circumstances involved.

SECTION 9. DISPUTES AND CLAIMS

All disputes or claims between Contractor and the Owner which directly or indirectly involve the work required to be performed by Subcontractor under this Agreement and all disputes or claims between Contractor and Subcontractor which directly or indirectly involve a claim against the Owner for either additional compensation or an extension of time under the Contract Documents shall be decided by the claims resolution procedure, including arbitration, specified in the Contract Documents (if the Contract Documents contain no procedure for claims resolution, all such disputes or claims shall be resolved as provided in Section 26); Subcontractor agrees to be bound to Contractor and Contractor agrees to be bound to Subcontractor to the same extent that Contractor is bound to the Owner by the terms of the Contract Documents and by all decisions, findings or determinations made there under by the person so authorized in the Contract Documents, or by an administrative agency, arbitrator or court of competent jurisdiction, whether or not Subcontractor is a party to the proceedings before said person, agency, arbitrator or court. If any dispute or claim is prosecuted or defended by Contractor, and Subcontractor is not directly a party or litigant, Subcontractor agrees to cooperate fully with Contractor and to furnish all documents, statements, witnesses and other information required by Contractor for such purpose and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorney's fees, incurred in connection therewith to the extent of Subcontractor's interest in such claim or dispute. It is expressly understood and agreed in connection with the determination of such claims or disputes that, as to any and all work done and agreed to be done by Subcontractor, and as to any and all materials or services furnished or agreed to be furnished by Subcontractor, and as to any and all damages, if any, incurred by Subcontractor in connection with this project, Contractor shall never be liable to Subcontractor to any greater extent than Owner is found to be liable to Contractor.

With regard to any claim of Subcontractor that is passed through and submitted to the Owner, Subcontractor agrees to defend, hold harmless and indemnify Contractor from any claim or cross-claim made by Owner that Subcontractor's asserted claim violates the California or Federal False Claims Act.

In the event Owner delays making any payment to Contractor because of a dispute or claim involving Subcontractor, which payment or a portion thereof relates to work performed by Subcontractor, then payment by Contractor to Subcontractor for such work shall be deferred for such period of time as is reasonably required by Contractor to pursue to conclusion legal remedies against the Owner to obtain payment.

It is further specifically agreed by the parties hereto that no claim, dispute or controversy shall interfere with the progress and performance of work required to be performed under this Agreement and that Subcontractor shall proceed as directed by Contractor in all instances with its work under the Agreement and that any failure of Subcontractor to comply herewith and to proceed with its work shall automatically be deemed a breach of this Agreement entitling Contractor to all remedies available in the event of breach.

SECTION 10. PRESERVATION OF WORK

Subcontractor shall be responsible for its own work, property and/or materials until completion and final acceptance of the entire project by the Owner, and shall bear the risk of any loss or damage, including theft until such completion and acceptance. In the event of loss or damage, Subcontractor shall proceed promptly to make repairs or replacement of the damaged work, property and/or materials at its own expense, as directed by Contractor. Subcontractor waives all rights Subcontractor might have against Contractor for loss or damage to Subcontractor's work, property or materials, unless caused by the active negligence of Contractor, it being understood that Subcontractor waives all right of indemnification for damage caused by the passive negligence of Contractor.

SECTION 11. INSURANCE

Subcontractor shall, at its expense, procure, carry and maintain in force the following types of insurance in companies acceptable to Contractor and in amounts required by the prime contract:

- A. Workmen's Compensation and Employers' Liability Insurance as required by the Contract Documents and/or any applicable law, regulation or statute.
- B. Insurance for liability because of personal injury, bodily injury and/or property damage sustained or alleged to have been sustained by any person. Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. CGL coverage shall be written on ISO Occurrence Form CG 00 01 1093 or a substitute form providing equivalent coverage. General Contractor, Owner and all other parties required of the General Contractor, shall be included as insured on the CGL, using ISO Additional Insured Endorsement CG 2010 11 85 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. Commercial Umbrella: Umbrella limits must be at least \$1,000,000. Umbrella coverage must include as insureds all entities that are additional insureds on the CGL. Umbrella coverage for such additional insured shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor. The insurance shall cover all operations of Subcontractor including, but not limited to the following:
 - (1) Premises, operations and mobile equipment liability
 - (2) Completed operations and products liability to be in effect for ten years after project completion.
 - (3) Contractual liability insuring the obligations assumed by Subcontractor in this agreement
 - (4) Liability which Subcontractor may incur as a result of the operations, acts or omissions of sub-contractors, suppliers or material men and their agents or employees
 - (5) Automobile liability including owned, non-owned and hired automobiles
 - (6) All coverage will be on an occurrence basis and on a form acceptable to Contractor
 - (7) The bodily injury and property damage liability policies shall contain the following:
 - (a) Provision or endorsement naming Contractor and Owner as additional named insureds as respects liabilities arising out of Subcontractor's performance of the work under this Agreement, and providing that such insurance is primary insurance as respects the interests of Contractor and Owner and that any other insurance maintained by Contractor and Owner is excess and not contributing insurance with the insurance required hereunder.
 - (b) "Cross Liability" or "Severability of Interest" clause.
 - (c) Elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.
- C. If other types, amounts, and/or forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements. These are minimum limits, if subcontractor has higher policy limits, those limits shall apply.

Waiver of Subrogation: Subcontractor waives all rights against Contractor, Owner and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Automobile Liability or Worker's Compensation and Employers Liability insurance maintained per requirements stated above.

Before Subcontractor does any work at or delivers material to the project site, Subcontractor shall provide certificates of insurance evidencing that the required insurance is in full force and effect and each certificate shall provide that the coverage therein afforded shall not be cancelled or reduced without thirty (30) days prior written notice to Contractor. In the event the coverage evidenced by any such certificate is cancelled or reduced, Subcontractor shall procure and furnish to Contractor new certificates conforming to the above requirements at least five (5) days before the effective date of such cancellation. If Subcontractor fails to procure and maintain any insurance coverage required by this Agreement, Contractor may procure such insurance and charge the expense to Subcontractor or Contractor may terminate this Agreement. Contractor's failure to enforce any of the provisions of this Section 11 shall not act as a waiver of Subcontractor's obligation to procure the required insurance or as a waiver to enforcement of any of these provisions at a later date.

SECTION 12. BONDING OF SUBCONTRACTOR

If required by Contractor, Subcontractor shall submit a Faithful Performance Bond and/or a Payment Bond each in an amount requested by Contractor. Such bonds shall be issued by a surety admitted in California, and in a form satisfactory to Contractor. Contractor shall pay up to 1.5%. Such bonds shall be furnished to Contractor no later than 7 days after Subcontractor's execution of the Agreement. Further, Subcontractor shall not commence any work until it has furnished same and until said bonds have been accepted by Contractor. The failure of Subcontractor to timely furnish any required bond, or the performance of work by Subcontractor before furnishing acceptable bonds as required hereunder, will constitute a breach of this Agreement, giving Contractor the right to terminate this Agreement without any liability of any kind to Subcontractor.

No change, alteration or modification in the terms and conditions of this Agreement or in the terms or manner of payment shall in any way exonerate or release, in whole or in part, any surety on any bond furnished by or on behalf of Subcontractor.

SECTION 13. INDEMNIFICATION AND GUARANTEE

Subcontractor specifically obligates itself to Contractor in the following respects (and this agreement is made upon such express condition) to wit:

(a) To indemnify Contractor against and save it harmless from any and all claims, suits, liability, expense (including attorneys' fees) or damage for any alleged or actual infringement or violation of any patent or patent right arising in connection with this Agreement and anything done there under.

(b) Subcontractor shall protect, hold free and harmless, defend and indemnify Contractor and Owner (including their officers, agents, and employees) from all liability, penalties, costs, losses, damages, expenses (including attorneys' fees), causes of action, judgments or other claims resulting from injury to or death sustained by any person (including Subcontractor's employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with Subcontractor's performance of work under this Agreement. Subcontractor's aforesaid indemnity and save harmless obligation shall apply to any act or omission, willful misconduct or negligent conduct, whether active or passive, on the part of Subcontractor (or its agents, sub-contractors or employees), and shall apply regardless of any active and/or passive negligent act or omission of Contractor or Owner or their agents or employees; however, such obligation shall not apply to claims arising from the sole negligence or willful misconduct of Contractor or Owner or for defects in design furnished by Owner.

(c) To pay for all materials, equipment, including repairs thereof and parts, fuel and labor, including sales taxes and other taxes, ordered for or used in the project by Subcontractor and shall suffer no claim of lien or statutory withholding notice to be filed or served with respect to the subcontract work and shall present, on demand, to Contractor satisfactory evidence of any such payment.

(d) Subcontractor warrants and guarantees the work and materials covered by this Agreement shall be of good quality and in conformance with the Contract Documents, and agrees to make good, at Subcontractor's own expense, any defect in materials or workmanship, including the restoration of work of Contractor or other subcontractors that has been affected thereby and further agrees that 1) Subcontractor shall furnish and pay for all written guarantees and/or maintenance bonds required by the Contract Documents in connection with Subcontractor's work, and 2) unless and until Contractor is released from responsibility by Owner, Contractor may withhold payment from Subcontractor such sums as, at Contractor's sole discretion, as long as it is exercised in good faith, are necessary to indemnify Contractor for any loss that may be caused by breach of said warranty or guarantee.

(e) Subcontractor agrees to obtain and pay for all permits, licenses and official inspections made necessary by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.

Subcontractor shall indemnify Contractor against, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this Agreement. At any time before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which Subcontractor hereby agrees to indemnify and save harmless Contractor, Contractor may withhold from any payments due or to become due under this Agreement an amount sufficient to protect Contractor from any loss, as determined solely by Contractor.

SECTION 14. USE AND OCCUPANCY

Whenever it may be useful or necessary for Contractor to do so, Contractor shall be permitted to occupy and/or use any portion of the work which has been either partially or fully completed by Subcontractor before final inspection and acceptance thereof by the Owner, but such use and/or occupancy shall not relieve Subcontractor of its guarantee of said work and materials nor of its obligation to make good, at its own expense, any defect in materials and workmanship which may occur or develop prior to Contractor's release from responsibility by the Owner. Provided, however, Subcontractor shall not be responsible for the maintenance of such portion of the work as may be used and/or occupied by Contractor, nor for any damage thereto that is due to or caused by the sole negligence of Contractor during such period of use. Subcontractor agrees further that if it shall cause any stains, blemishes, imperfections, marks or damage of any sort whatsoever, whether to its work or to the work of Contractor or to the work of another subcontractor, it will immediately remedy the damage so caused and to the satisfaction of Contractor. Subcontractor shall perform any and all cutting and patching necessary in connection with Subcontractor's portion of the project work and agrees that such cutting and patching shall be done in a manner so as to match other work performed by others on the project.

SECTION 15. COORDINATION WITH OTHER WORK

It is understood and agreed that the work provided for in this Agreement constitutes only a part of the work being performed for the Owner by Contractor and other subcontractors. Subcontractor, therefore, agrees to perform the work called for in this Agreement in such a manner that it will not injure or damage any other work performed by Contractor or any other subcontractor, and further agrees to pay Contractor for any damage that may be caused to such other work by Subcontractor or by its agents or employees.

SECTION 16. EMPLOYMENT

Subcontractor is an independent contractor and is solely responsible and liable for payment of all federal and state taxes and insurance and contributions for social security and unemployment which are measured by wages, salaries or other remunerations paid to Subcontractor's employees.

Subcontractor shall comply with all applicable equal employment opportunity and affirmative action requirements prescribed by the Contract Documents or promulgated by any governmental authority. Subcontractor agrees to be bound by all Federal, State or local labor laws and regulations applicable to the work, and agrees to pay the scale of minimum wages prescribed in the Contract Documents or the scale prescribed by law if the Contract Documents prescribe no such scale. Subcontractor further agrees that it will bind and require each of its subcontractors to agree to all of the foregoing promises and undertakings with respect to the part of the work to be performed by any such sub-contractor.

Is it the policy of Los Angeles Engineering, Inc. that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Subcontractors agree to comply with the anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code "12940 et seq. and California Labor Code '1735.

Subcontractor acknowledges that Contractor is signatory to the Master Labor Agreement of the Southwest Regional Council of Carpenters (MLASRCC) for performance of work of the type covered by it as defined in Article I therein. Subcontractor agrees to be bound and to comply with all the terms and conditions of the MLASRCC including Subcontractor's submission to, and Subcontractor's compliance with, the terms and provisions contained in Article IV of the MLASRCC for resolution of jurisdictional disputes and bind its Subcontractors to said procedures in the same manner and to the same effect as provided with respect to him.

SECTION 17. CALIFORNIA LABOR CODE

Attached hereto and incorporated herein by this reference are the provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Subcontractor agrees to comply with all of the above-referenced provisions applicable to the performance of its work on this project. Specifically, the subcontractor agrees to:

- a. Pay all workers not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed.
- b. Pay all workers not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter.
- c. Adhere to the compliance measures outlined in Lit 1775(b) for any second tier subcontractor that the subcontractor chooses to use on this project.
- d. Submit certified payroll records to the contractor on a weekly basis. Records shall be provided no later than 5 days following the last day of each workweek.
- e. Comply with the applicable requirements and joint apprenticeship standards as required by Labor Code 1777.5.

The subcontractor prior to receiving final payment for work performed on this project shall sign an affidavit under penalty of perjury that the subcontractor has paid the specified general prevailing, rate of per diem wages to his or her employees for the proper craft needed to fulfill the obligations of the subcontract. The attached affidavit is incorporated into this subcontract. The subcontractor agrees to indemnify and hold harmless the contractor for any violations of the above-referenced Labor Code provisions, which were caused by the subcontractor's failure to comply with said provisions.

SECTION 18. SUBCONTRACTOR DEFAULT AND TERMINATION

In the event Subcontractor at any time refuses or neglects to supply a sufficient number of properly skilled workmen or a sufficient quantity of materials or otherwise fails to properly and diligently prosecute the work under this Agreement, or fails to make prompt payment of any obligation to others, including laborers and material men, arising from its performance of this Agreement, or otherwise breaches a material provision of this Agreement, and such failure or default is not corrected within forty-eight (48) hours after written request by Contractor to Subcontractor, then Contractor may, at its option, without taking over the work, provide any necessary labor and materials or employ any other person or persons including another subcontractor to finish the work and provide the materials therefore at the expense of Subcontractor; or Contractor may, at its option, terminate Subcontractor's right to further perform under this Agreement for default and complete the performance of Subcontractor's work at the expense of Subcontractor. As used in this Section the word "expense" shall be defined to mean actual cost to Contractor, including a fifteen percent (15%) markup on such costs for home office overhead and profit. If Contractor terminates Subcontractor's right to perform under this Agreement: subject to crediting reasonable compensation therefore, Contractor shall have the right to use any materials or tools furnished by or belonging to Subcontractor to complete the subcontract work. In the event of termination for default, Subcontractor shall not be entitled to receive any further payment under this Agreement until the remaining work has been completed and Contractor has received payment in full therefore from the Owner, at which time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expense incurred by Contractor in finishing the work, such excess shall be paid to Subcontractor, but if such expense shall exceed the unpaid balance, then Subcontractor shall pay the difference to Contractor.

If Subcontractor fails to furnish the materials or perform the work required by this Agreement within the time fixed and/or in the manner provided for herein, and such default causes delay to the prime contract work, Subcontractor shall be liable to Contractor for all liquidated damages that may be assessed against and collected from Contractor by the Owner and for such other and additional damages Contractor may sustain by reason of Subcontractor's default.

SECTION 19. TERMINATION FOR CONVENIENCE

If the prime contract is terminated for any reason, Contractor may by written notice terminate this Agreement for Contractor's convenience. Upon receipt of such notice, Subcontractor shall, unless the notice directs otherwise, immediately discontinue the work and the placing of orders for materials in connection with the performance of this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or sub-subcontracts upon terms satisfactory to Contractor. Subcontractor shall thereafter do only such work as may be necessary to preserve and protect the work already in progress. Upon termination of the prime contract, Subcontractor shall be entitled to compensation and payment computed as follows: (a) in accordance with any applicable compensation formula prescribed by the Contract Documents and allowed by the Owner, or (b) if no compensation formula applies, for the actual cost of the work completed under this Agreement plus fifteen percent (15%) markup

on such cost for overhead and profit, or for the percentage of the subcontract work completed multiplied by the subcontract price, whichever is less. There shall be deducted from such computation the amount of any payments made to Subcontractor prior to the date of the termination of this Agreement and any amounts chargeable to Subcontractor by Contractor pursuant to any provision of this Agreement. In the event of such termination and payment as aforesaid, Subcontractor shall have no claim against Contractor for any additional compensation or damages.

SECTION 20. ASSIGNMENT

Any subletting, assignment or delegation, by operation of law or otherwise, in whole or in part, by Subcontractor of the work to be performed under this Agreement or of any payment or any claim arising hereunder, without the prior written consent of Contractor, shall be void. The subletting or making of any assignment by Subcontractor or any consent thereto by Contractor shall in no event relieve Subcontractor, or its surety, of any of their obligations, duties, responsibilities or liabilities under this Agreement.

SECTION 21. HEALTH AND SAFETY

Subcontractor shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes pertaining to occupational health and safety, the use and storage of hazardous materials, accident prevention, and safety equipment and practices, including those prescribed by the California Occupational Safety and Health Act and those contained in the California Code of Regulations. Subcontractor shall also comply with any accident prevention and safety program established by Contractor and/or Owner for the project. Subcontractor shall conduct its own investigations to determine and satisfy itself 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 material and equipment, for the adequacy and required use of all safety equipment and for full compliance with the aforesaid laws, orders, citations, rules, regulations, standards and statutes.

If, in connection with its performance of work on the project, Subcontractor intends to use or supply any material or mixture which is designated as a hazardous substance under the California Hazardous Substances Information and Training Act and regulations applicable thereto, Subcontractor shall comply with all requirements of said law and regulations and, in the use of any such substance, shall strictly adhere to all manufacturer's warnings and application instructions. Subcontractor shall notify Contractor of any hazardous substance that Subcontractor intends to supply to or use on the project and shall furnish, at its own expense, any information which may be requested by Contractor concerning such substance.

Subcontractor shall indemnify, defend and save harmless Contractor, its officers, agents and employees from all claims, penalties, damages, liability, loss, costs, and expenses, including attorney's fees, which may result by reason of Subcontractor's failure to comply with or violation of any such law, order, citation, rule, regulation, standard or statute, unless caused by the sole negligence or willful misconduct of Contractor.

SECTION 22. SUBMITTALS

When drawings, plans, specifications, samples or detail work shall be required by this Agreement, or shall otherwise be required by Contractor, to be submitted by Subcontractor, whether on account of work required to be done hereunder or on account of changes in the work, Subcontractor agrees promptly to supply the same to Contractor's main office. In the event any of said drawings, plans, specifications, samples or detail work is submitted by Contractor to Owner's architect or engineer for approval it is specifically understood that such approval shall relate solely to general conformity with the project plans and shall not be construed as an approval in detail of conformity of such drawings, plans, specifications, samples or detail work with the design drawings or the specifications for the project. If any such drawings, plans, specifications, samples or detail work as submitted by Subcontractor, whether or not approved by Owner's architect or engineer, shall deviate from or be inconsistent with, in any particular, the design drawings or the specifications for the project, and in the further event that any such deviations or inconsistencies shall impose upon Contractor any expense because of delays or extra work or otherwise, Subcontractor agrees to hold Contractor harmless from and to indemnify Contractor for any such expense. It is further agreed that should any such expense be imposed upon Contractor, Contractor may, at its option, withhold from any payments due or to become due to Subcontractor an amount sufficient fully to reimburse Contractor for any such expense. All submittals shall be submitted in (6) six sets or as otherwise required by the Contractor.

SECTION 23. NOTICES

Written notice, where required by the terms of this Agreement, may be accomplished by personal service of said notice, by use of the United States mail, by facsimile transmission, or by any standard form of telegraphic communication. The written notice shall become effective upon receipt by the party being served. Personal service may be made by delivering the notice to the senior representative of the party at the project site or to a person in charge at the office address of the party set forth in this Agreement. Service by mail, facsimile transmission, or telegraphic communication shall be sent to the party at its office address set forth herein.

SECTION 24. LABOR DISPUTES

Subcontractor shall be responsible for preventing and eliminating any interference or disruption to the Project caused by any labor dispute directed at Subcontractor or at its subcontractors or suppliers, and Subcontractor shall indemnify and hold harmless Contractor from all losses or damages due to any such labor dispute. If Subcontractor is a union signatory and picketing occurs at the Project site, and if a reserve gate is established for use by Subcontractor and/or its subcontractors and suppliers, Subcontractor shall enforce the proper use of the reserve gate and shall be obligated to continue the performance of its work without interruption or delay.

In the event Subcontractor fails to so act or is unable to continue to perform its work without interruption or delay due to any such labor dispute, Contractor may, at its option, in accordance with the terms and provisions of Section 17, terminate Subcontractor's right to further perform under this Agreement.

SECTION 25. CLEAN-UP

Subcontractor shall perform its work as herein required so that the premises shall at all times be neat, orderly and free from debris. Upon termination or completion of its work, Subcontractor agrees to remove all unused materials and all equipment, utilities and facilities furnished by Subcontractor, to clean up all refuse and debris, and to leave the premises clean, orderly and in good condition. If a dispute arises among subcontractors regarding responsibility to remove refuse and debris from the premises, Contractor may remove the same and charge the cost thereof to the various subcontractors responsible therefore in such ratio as Contractor, in the sole exercise of its discretion, may determine to be proper, and such determination shall be binding on Subcontractor.

SECTION 26. GOVERNING LAW/LITIGATION

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Except where otherwise prohibited by law, interest on claims for breach of this Agreement shall be seven percent. Except for any dispute or claim that is subject to determination by a claims resolution procedure as provided in Section 9 above, all disputes or claims between Contractor and Subcontractor arising out of or relating to this Agreement, or breach thereof, shall be resolved by litigation in a court of law and the parties hereto expressly waive the right, if any, to a trial by jury. It is agreed that the place of execution of this Agreement is at Contractor's principal office situated in Los Angeles County, California, and any suit or action to resolve such disputes or claims, including any claims against Contractor's surety, shall be brought only in a court situated within the County of Los Angeles and not elsewhere.

In any litigation between Contractor and Subcontractor arising out of or related to this Agreement, the prevailing party shall recover and be awarded all costs, including attorney's fees and expert's fees, that it paid or incurred by reason of its preparation for and participation in such proceedings. The recovery of costs under this Section shall not be measured or restricted by any statutory limitations or court fee schedules; instead, the prevailing party is to be fully compensated for all costs actually paid or incurred by it in good faith.

SECTION 27. SEVERABILITY

Waiver by Contractor of any breach hereof by Subcontractor shall not constitute a waiver of any subsequent breach of the same or any other provision hereof. If any provision of this Agreement, or any part thereof, shall at any time be held to be invalid, in whole or in part, under any applicable Federal, State, Municipal or other law, ruling or regulation, then such provision shall remain in effect to the extent permitted, and the remaining provisions hereof shall remain in full force and effect.

SECTION 28. INTERPRETATION

Words used in this Agreement in the present tense include the future as well as the present; words used in the neuter gender include the feminine and masculine; the singular number includes the plural, and the plural the singular and agreed this Agreement is a joint effort of Subcontractor and Contractor and not to be construed in favor or against any party as the writer of this Agreement.

ADDITIONAL PROVISIONS: Special attention is directed to the following:

Subcontractor shall be represented on the project during the course of its work by qualified, full-time, English speaking supervisors acceptable to the Contractor. The Contractor shall have the right to require at any or all progress meetings, whether called by the Owner, the Contractor, or others, the presence of a representative of the Subcontractor authorized to act in its behalf.

Subcontractor agrees to cooperate in carrying out Contractor's quality assurance program and all quality assurance requirements in the Contract documents including but not limited to, furnishing necessary documentation, facilitating inspections both onsite and offsite and quality checks. Subcontractor is responsible for coordination of all special inspections for its work both onsite and offsite.

Subcontractor shall enforce discipline and good order among its employees, suppliers and subcontractors engaged in the work. Contractor may require Subcontractor to remove from the project any such employees, suppliers or subcontractors or others employed on the work that Contractor may deem incompetent, improper or a hindrance to progress of any work on the project, whereupon any such employee, supplier or subcontractor shall be so removed and shall not again be employed on any part of the work without written consent of the Contractor.

Subcontractor understands and agrees that it shall not deal directly with representatives of the Owner, but shall handle all matters connected with this Subcontract Agreement, the work, or the furnishing of materials or payment therefore, exclusively through the Contractor, unless otherwise directed in writing by the Contractor.

Subcontractor acknowledges that security will not be provided at the project and that Contractor will not be responsible for theft, damage and-or vandalism to tools, equipment and-or materials during construction. Subcontractor shall provide its own security and-or storage as it deems necessary.

Subcontractor will be required to clean and remove any mud, dirt, dust and-or debris tracked onto public and-or private roadways and-or parking lots caused by its work forces during construction operations and-or deliveries on a daily basis. Failure by Subcontractor to fulfill this requirement on a daily basis or more often as may be required shall cause the Contractor to have the work performed and back-charged to the account of the Subcontractor.

Subcontractor shall engage and participate in regular Best Management Practices (BMP's) as they specifically relate to pollution and storm water pollution control measures for construction activities. When performing work around or adjacent to BMP's, Subcontractor shall take special precautions as to not damage or displace any BMP's. If any BMP's must be removed and-or relocated to complete the scope of work, Subcontractor shall immediately replace and-or restore them to their previous condition upon completing the work or in advance of inclement weather in accordance with the storm water pollution control documents for the project.

(INSERT FEDERAL PROVISIONS OR SPECIAL AGENCY PROVISIONS HERE)

Contract, Specifications, Plans Addendums and Special Conditions are made part of the Agreement. Subcontractor agrees to and is bound to the terms and conditions of the Contract documents.

If Subcontractor is a Sole Proprietor or a Partnership, this agreement must be signed by the Owner or the Members of the Firm. If Subcontractor is a Corporation, this agreement must be signed on behalf of the corporation by both the President and Secretary of the Corporation. If signed by other authorized officer provide copy of corporate resolution authorizing officer to bind corporation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

Los Angeles Engineering, Inc. _____

BY: _____ Date _____

Angus O'Brien

TITLE: President _____

SUBCONTRACTOR:

BY: _____ Date _____

TITLE: _____

BY: _____ Date _____

TITLE: _____

Address:

633 N. Barranca Avenue _____

Covina, California 91723 _____

Address:

Phone: (626) 454-5222 _____

Phone: _____

Fax: (626) 869-0902 _____

Fax: _____

California Contractor's License

California Contractor's License

No.: 591176 A, B, C-27, Haz _____

No.: _____

Attachment “A”

Project Name: <jobname>

Project No. <jobnum>

Subcontract No. <connum>

Subcontractor: <venname>

In order to process progress payments or final payments on the above referenced project, the following items are required as noted:

<u>Item</u>	<u>Required</u>
1. Signed Contract Agreement	<input checked="" type="checkbox"/>
2. Certificates of Insurance and endorsements:	
General Liability (Form CG20 10 1185 or equivalent as applicable) and Automobile Liability (Business Auto Additional Insured Form).	<input checked="" type="checkbox"/>
Primary and Waiver of Subrogation endorsements (Auto/General Liability)	<input checked="" type="checkbox"/>
Additional Insureds: <u>Los Angeles Engineering, Inc.</u>	<input checked="" type="checkbox"/>
<hr/>	
Workers Compensation –Waiver of Subrogation endorsements.	<input checked="" type="checkbox"/>
Certificate of Insurance – Professional Liability Insurance (If applicable)-	<input checked="" type="checkbox"/>
Additional Insured/Waiver of Subrogation	<input checked="" type="checkbox"/>
Certificate of Insurance-Pollution/Lead/Asbestos (If applicable) –	<input checked="" type="checkbox"/>
Additional Insured/Waiver of Subrogation	<input checked="" type="checkbox"/>
Certificate of Insurance – Turf Warranty Insurance	<input type="checkbox"/>
3. Certified Payroll (To be submitted weekly).	<input checked="" type="checkbox"/>
4. Fringe Benefit Statement (To be submitted with first Certified Payroll report).	<input checked="" type="checkbox"/>
5. Waiver and Release of Lien from 2 nd / 3 rd tier Service Providers and suppliers (To be submitted monthly) - Conditional releases will be paid with joint checks.	<input checked="" type="checkbox"/>
6. Construction Schedule	<input checked="" type="checkbox"/>
7. Injury and Illness Prevention Plan-IIPP	<input checked="" type="checkbox"/>
8. Provide As-Builts	<input checked="" type="checkbox"/>
9. Provide proper insurance and contract compliance documentation for 2 nd / 3 rd tier Service Providers.	<input checked="" type="checkbox"/>
10. Federal, State, Local EEO and Affirmative Action Requirements	<input type="checkbox"/>
11. Compliance with California Labor Code sections 1771, 1775, 1776, 1777.5, 1813, 1815	<input checked="" type="checkbox"/>
12. Declaration of compliance with apprentice employment ratios.	<input checked="" type="checkbox"/>
13. Affirmative Action Plan / EEO Policy	<input type="checkbox"/>
14. City of Los Angeles Code of Conduct	<input checked="" type="checkbox"/>
15. Employee Authorization for payroll deduction (ie, garnishments, 401K, loan pymt, etc)	<input checked="" type="checkbox"/>
16. Buy America, Buy America Certification Form	<input type="checkbox"/>
17. Other:	<input type="checkbox"/>

- Please also note that Extra Work and/or Force Account work cannot be processed until accepted and paid by the Agency.

Los Angeles Engineering, Inc.

Subcontractor:

Angus O'Brien
President

Date

Signature and Capacity in which signing

Date

Signature and Capacity in which signing

Date