



LONG FORM STANDARD SUBCONTRACT

SUBCONTRACT NO. @@@@ @

DIR PROJECT NO. @@@ @

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This Agreement is made at Fresno, California this [@@@] day of [@@@], 20@@ between:

CONTRACTOR: W. M. Lyles Co.
P.O. Box 4377
(Corporate Office: 1210 W. Olive Ave)
Fresno, California 93744 (93728)
Ph: (559) 441-1900
Fax: (559) 487-7949

and

SUBCONTRACTOR: [@@@]
[@@@]
[@@@]
[@@@]

Contractor has entered into a Prime Contract, awarded on [@@@] with:

OWNER: [@@@]
[@@@]
[@@@]

to perform the following work:

[@@@@@@@@@@@@@@@@]

that

SECTION 1. ENTIRE CONTRACT

1.1

4.3 As allowed by law, Contractor may withhold from any payment or retention up to 150% of the amount of any disputed item, including without limitation, amounts Contractor believes may be necessary to withhold to protect Contractor from any potential claims which may result from Subcontractor failing to comply with any provision contained herein.

4.4 If Owner or other responsible party delays making payment to Contractor from which payment to Subcontractor is to be made, Contractor and its sureties shall have a reasonable time to make payment to Subcontractor. "Reasonable time" shall be determined according to the relevant circumstances, but in no event shall be less than the time Contractor, Contractor's sureties, and Subcontractor require to pursue to conclusion their legal remedies against Owner or other responsible party to obtain payment including (but not limited to) mechanics' lien remedies. Through no fault of the Contractor, if Owner delays in making payment to Contractor and/or Subcontractor has not fully complied with and submitted any required invoice documentation to the satisfaction of the Contractor, the Subcontractor waives all rights related to California Government Code Sec 927, et seq.

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5.1 Time is of the essence of this Agreement. Subcontractor shall provide unit cost breakdown and scheduling information in a format acceptable to the Contractor within five (5) days of receipt of this Subcontract. Subcontractor shall cooperate and coordinate its work with all other trades on site. Subcontractor shall conform to Contractor's progress schedule and all revisions or changes made thereto. Subcontractor shall prosecute its work in a prompt and diligent manner in accordance with Contractor's progress schedule without delaying or hindering Contractor's work or the work of other contractors or subcontractors. Subcontractor shall coordinate the work covered by this Agreement with that of all other contractors, subcontractors, suppliers and/or materialmen and of the Contractor, in a manner that will facilitate the efficient completion of the entire work. In the event Subcontractor fails to maintain its part of the Contractor's schedule, it shall, without additional compensation, accelerate the work as Contractor may direct until Subcontractor's work is in accordance with such schedule. Contractor shall have the right to determine the order of work which shall be performed on the premises. Subcontractor shall coordinate the relative priority of the work of Subcontractor and other subcontractors, and, in general, all other matters pertaining to the timely and orderly conduct of the work of Subcontractor on the premises. Should Subcontractor be delayed in the prosecution or completion of the work by the act, neglect or default of Owner, Architect or Contractor, or should Subcontractor be delayed waiting for materials, if required by this Contract to be furnished by Owner or Contractor, or by damage caused by fire or other casualty for which Subcontractor is not responsible, or by the combined action of the workmen, in no way caused by or resulting from fault or collusion on the part of Subcontractor, or in the event of a lock-out by Contractor, then the time herein fixed for the completion of the work shall be extended the number of days that the Subcontractor has thus been delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Contractor within 48 hours of the commencement of such delay, and under no circumstances shall the time of completion be extended to a date which will prevent Contractor from completing the entire project within the time allowed Contractor by Owner for such completion.

5.2 All scheduling (crews, material and equipment deliveries, etc.) must be coordinated through the Contractor prior to starting work. Contractor will make periodic revisions to the duration and sequencing of its schedule to insure the overall project duration is not exceeded. Subcontractor shall continue to work on the project.

otherwise, from Owner or any other person or entity. In addition, Subcontractor shall be liable for any and all losses, costs, expenses, damages, and liability of any nature whatsoever associated with or in any way arising out of any such change it makes without written direction from Contractor.

6.3 If a dispute arises between Contractor and Subcontractor about whether particular work is a change in the work described herein, Subcontractor shall timely perform the disputed work. If Subcontractor intends to submit a claim for the disputed work, it shall give prompt written notice to Contractor before proceeding with the work as allowed in the Prime Contract. In addition, Subcontractor shall submit its written claim for additional compensation for that work within five (5) days after such work is performed, unless a more stringent requirement is provided for in the Prime Contract, with sufficient detail for Contractor to make an evaluation of the merits of the claim. Subcontractor's failure to provide a written notice before proceeding with the work or to submit a written claim within the five (5) days constitutes an agreement by the Subcontractor that it will not be paid for the disputed work.

6.4 With regard to any claims arising from differing conditions, changes directed by Owner or others, or which otherwise are not solely the fault of Contractor; Subcontractor's sole and exclusive remedy shall be a claim for that portion of the additional compensation received by Contractor from Owner on account of such matters as is equitable under all of the circumstances. Subcontractor and Contractor shall cooperate in the prosecution of such claims, and Subcontractor shall pay a pro-rata share of the costs and expenses incurred in connection therewith, to the extent that said claim is made by Contractor on behalf of Subcontractor. Nothing herein shall require Contractor to pursue such a claim on behalf of Subcontractor.

6.5 No change, alteration, or modification to or deviation from this Agreement, the Contract Documents, Prime Contract,

SECTION 9. LIENS

In case suit is brought on any claim, lien or stop notice for labor performed or materials used on or furnished to the project, Subcontractor shall pay and satisfy any such lien or judgment as may be established by the decision of the court in said suit. Subcontractor agrees within five (5) days after written demand to cause the effect of any such suit, lien or stop notice to be removed from the premises, and in the event Subcontractor shall fail to do so, Contractor is authorized to use whatever means in its discretion including but not limited to satisfying by direct payment any lien, claim or stop notice and deducting amount(s) from the Subcontractor to cause said lien, stop notice q0.0000091(n)-5(s)3()] TJ10.0000091(n)-reW* nBT1 anfro

terminate Subcontractor's right to perform under this Agreement and use any materials, implements, equipment, appliances or tools furnished by or belonging to Subcontractor to complete Subcontractor's work without any further compensation to Subcontractor for such use. Contractor also may furnish those materials and equipment, and/or employ such workers or subcontractors as Contractor deems necessary to maintain the orderly progress of the work. In such case, Subcontractor shall be entitled to no further payment until the balance of Subcontractor's work has been completed. At that time, all of the costs incurred by Contractor in performing Subcontractor's work, including a markup of twenty percent (20%) for overhead and profit on such expenses, plus actual attorneys' fees as provided above, shall be deducted from any monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the Contract price.

14.1.4 Termination for Convenience. Contractor may at any time and for any reason terminate Subcontractor's services and work at Contractor's convenience. Cancellation shall be by service of written notice to Subcontractor's place of business. Upon receipt of such notice, Subcontractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement, and shall, if requested,

the State of California, Subcontractor shall defend, indemnify and save harmless Contractor, including its officers, directors, partners, joint venturers, agents, employees, affiliates, parents and subsidiaries, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with Subcontractor's obligations under this Agreement for, but not limited to:

- (a) Personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Subcontractor, Owner, Contractor, or any other subcontractor and/or damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in part by any act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable.
- (b) Damages and penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of Subcontractor.
- (c) Infringement of any patent rights, which may be brought against the Contractor or Owner arising out Subcontractor's Work.
- (d) Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages resulting to Contractor or Owner from such claims or liens.
- (e) Subcontractor's failure to fulfill the covenants set forth in the Labor Relations Section.
- (f) Failure of Subcontractor to comply with the provisions of the Insurance Section.
- (g) 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 others' equipment, hoists, elevators, or scaffolds.
- (h) Any failure or alleged failure to comply with the terms of this Subcontract or the Contract Documents.

The indemnification requirements of this Section 15.1 shall extend to Claims occurring after this Subcontract is terminated as well as while it is in force. Such indemnity provisions apply to the fullest extent permitted by law, regardless of any passively negligent act or omission of Contractor, or its agents or employees. Subcontractor, however, shall not be obligated to indemnify Contractor for Claims arising from the active negligence, sole negligence or willful misconduct of Contractor, or its agents, employees or independent contractors who are directly responsible to Contractor, or for defects in design furnished by such persons, or for Claims that do not arise out of the Work.

15.4 Subcontractor's Indemnification and Defense of Owner and Others. With the exception that this Section 15.4 shall in no event be construed to require indemnification by Subcontractor to a greater extent than permitted under the statutes or

the items set forth herein. Higher limits of Excess Liability may be required by the Prime Contract and/or by the Contractor for additional scope items, hazardous work, or work identified to be unique to the project, at the sole discretion of the Contractor.

16.1.2.2 In addition, Subcontractor shall maintain primary and excess product liability and completed operations coverage through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the California Code of Civil Procedure.

16.1.2.3 Duration of Insurance. Subcontractor shall maintain all insurance required by this Section 16 at all times during the performance of the Work, and for such longer periods as set forth in the Contract Documents. In addition, Subcontractor shall maintain primary and excess products liability and completed operations coverage for at least four years following completion of the Project and its acceptance by Owner. Certificates of Insurance requirements set forth in Section 16.2 apply on an annual basis.

16.1.2.4 Subcontractor shall maintain Riggers Liability as applicable to the Subcontractor's scope of work, if moving, lifting, lowering, rigging or hoisting of property or equipment is performed.

16.1.2.5 Contractor, its officers, directors and employees, Owner, and any other interested parties as designated by Contractor shall be named as additional insureds under the Commercial General Liability Policy, Auto Liability Policy, and Excess Liability Policy and such insurance afforded the additional insureds shall apply as primary insurance. Any other insurance maintained by Contractor or Owner shall not be called upon to contribute with this insurance. Coverage for the Contractor, its officers, directors and employees and the Owner as additional insureds shall be provided by an endorsement providing coverage at least as broad as Insurance Services Office, Additional Insured Endorsement Form CG 2010/2037 or equivalent. No deviation from this requirement will be accepted without the express written consent of Contractor.

The duty to provide such additional insured coverage is independent of the defense and indemnity obligations set forth in Section 15. This Section 16 shall, in no event, be construed to require that additional insured insurance coverage be provided to a greater extent than permitted under the statutes or public policy of the State of California.

16.1.3 Claims Made Insurance Provisions. Subcontractor shall not provide general liability insurance under any Claims Made Liability form without the express written consent of Contractor.

16.1.4 Self-insurance, large deductible program or self-insured retention (SIR) coverages are not acceptable under this Agreement and requires a separate agreement with the expressed written consent of the Contractor under an additional indemnity form prior to the Subcontractor starting any portion of its Scope of Work or operations.

16.1.5 Automobile Liability Insurance. Subcontractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Certificates of insurance required by this Contract shall include an Additional Insured endorsement.

16.1.6 Hazardous

2. As required by the Project, Subcontractor and his subcontractors shall furnish weekly Certified Payroll Reports to Contractor at the Corporate address herein. As required by the California Labor Code, the Subcontractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

3. Subcontractor's payments will be withheld until required certified payroll reports are received and approved.

D. SUBMITTAL DATA

Subcontractor shall submit [@@@] ([@@@]) **copies** of a complete responsive submittal package(s) consisting of shop drawings, design calculations, samples, material data and other appurtenant literature as specified in **Section [@@@]**, to Contractor for Owner/Engineer's approval **no later than [@@@] ([@@@]) weeks** after receipt of this subcontract. Subcontractor shall specifically state any discrepancies or deviations from the Plans and Specifications in a cover letter to the submittal package; otherwise, it will be assumed there are no such discrepancies. All material submittals must be approved by the Owner/Engineer prior to starting work.

E. TECHNICAL DRAWINGS, SPARE PARTS LIST SPECIAL TOOLS AND AS-

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which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred