ADDENDUM "E"
GCC SUBCONTRACT REQUIREMENTS
GENERAL TERMS & CONDITIONS

Copies of the **General Contract**, including the plans and specifications and any addendum issued thereto prior to the execution of this agreement, are in the office of the Contractor and have been examined by the Subcontractor.

Subcontractor agrees that he/she/they are familiar with all of the terms, conditions and obligations of the general contract and the contract documents as defined therein, and the conditions under which the work is to be performed, and that he/she/they enter into this Agreement based upon his/her/their investigation of all such matters and is in no way relying upon any representations of Contractor. It is agreed that this Agreement represents the entire agreement. It is further agreed that the contract documents are incorporated in this Agreement by this reference with the same force and effect as if they were set forth herein, and that Subcontractor will be bound by any and all of said contract documents insofar as they relate in any way, to the work covered by this Agreement. Subcontractor agrees to be bound to Contractor in the same manner and to the same extent as Contractor is bound to Owner under the contract documents.

BOTH COPIES OF THE SUBCONTRACT AGREEMENT are to be **signed & returned** to Ghilotti Construction Company **WITHIN FIVE (5) WORKING DAYS**, along with the Certificate of Insurance and Bonds (if required) to the corporate office at **246 Ghilotti Avenue, Santa Rosa, CA 95407 - Attn: Laura Hidalgo. You may not enter the project site to perform any work until a fully-executed subcontract has been received by you.** Do not wait to return it with your billing, as our Accounts Payable Department must have time to set up your Subcontract in the computer prior to processing your billing. **PLEASE NOTE: IF THIS JOB IS A FEDERAL/STATE/CITY/COUNTY/H.U.D. PROJECT (OR OTHER PUBLIC ENTITY), ALL REQUIRED FORMS (I.E., Fringe Benefit Statement, Notice of Materials; etc.) MUST BE RETURNED WITH THE SIGNED SUBCONTRACTS BEFORE PROCESSING CAN BEGIN.**

FAILURE TO RETURN A SIGNED SUBCONTRACT, INSURANCE DOCUMENTATION & REQUIRED FORMS WILL PRECLUDE PAYMENT FOR ANY WORK COMPLETED

If your Contractor's License number is not indicated, please add it to the copies you return (with expiration date). Also, if a blank is provided for your Federal I.D. or Social Security number, please fill it in. We must have this information before we can process your billing. **All Subcontractors performing work for GCC must maintain valid City Business Licenses, Permits, and Business Tax Certificates as required by Owner.** We would appreciate it if you would forward a copy of this documentation to GCC for our files.

SUPERVISION:

It is your responsibility to check with the superintendent to be certain you are working from the latest set of plans. It is also your responsibility to keep yourself fully aware of the progress of the job, and to be prepared to schedule your work to not delay subsequent crafts.

BILLING: Please refer to the Prompt Payment Instructions on Page 2.

INSURANCE:

A Certificate of Insurance with limits and endorsements as stipulated in the Insurance Requirements attached are required and must be returned with the signed Subcontracts.

FAX INSURANCE REQUIREMENTS TO YOUR CARRIER FOR PROMPT/CORRECT COMPLIANCE.

ADDENDUM "E"
GCC SUBCONTRACT REQUIREMENTS
CONTINUED

BONDING:

If a Subcontractor is not bonded, Ghilotti Construction Company requires a material and equipment list of your manufacturers and suppliers. Please provide name, address, phone and dollar amount to be used on the work. If material or rented equipment is used, Unconditional Lien Releases are required before payment can be made.

PRELIMINARY NOTICE:

Please refer to the Prompt Payment Instructions below. For 20-Day Preliminary Lien Requests, please FAX your requests to 707/585-1601 Attn: Lori Jetson for prompt return of information.

EQUAL EMPLOYMENT OPPORTUNITY:

Ghilotti Construction Company is an equal opportunity employer and is a Federal Contractor, consequently, the parties agree that they will comply with Executive Order No. 11246 as amended by Executive Order 11375, the Vietnam Era Veterans Readjustment Assistance Act of 1974 as amended, and the Rehabilitation Act of 1973 as amended, and also agree that these laws are incorporated herein by this reference.

APPRENTICES ON PUBLIC JOBS:

Compliance with California Labor Code Relating to Apprentices on Public Works; 1 to 5 hour Apprentice to Journeymen ratio (Chapter 1777.5) to be met for each apprentice trade.

PROPOSITION 65:

All Ghilotti Construction Company Subcontractors and Material men, regardless of company size, shall conform to Prop. 65 standards while performing work or supplying materials on our jobsites.

1. **COMPLIANCE WITH Ghilotti Construction Company's SAFETY PACKET & MEASURES.**
2. **IF SUBMITTALS ARE REQUIRED, SUBCONTRACTOR TO FURNISH SIX (6) SETS WITHIN TEN (10) DAYS AFTER RECEIPT OF THE SUBCONTRACT.**

PROMPT PAYMENT INSTRUCTIONS FOR ALL SUBCONTRACTORS

In order to process your invoices on a timely basis, it is important that you follow the billing procedure listed below:

1. **No invoices will be paid until you have supplied insurance certificates (see enclosed requirements) and W-9 Form (Request for Taxpayer I.D. No. & Certification).**

2. All invoices in duplicate with contract/purchase order number and project name addressed to:

Ghilotti Construction Company
246 Ghilotti Avenue, Santa Rosa, CA 95407
707/585-1221 • FAX: 707/585-0129

3. Lien Releases must be submitted to us by you and your material suppliers or providers of service with each billing. The Lien Release date must coincide with the invoice date. Conditional and unconditional releases will be required. Please note that to comply with the requirements of the California Civil Code Section No. 3262 (d) (1)-(4), there are separate release forms to use for progress payment and for final payment.

4. Payment requests must be delivered to Contractor sufficiently early as to not delay submission of Contractor's progress payment requests to Owner. In the event that billings for work performed during a calendar month are not received prior to submission of progress payment request to Owner, Contractor reserves the right to defer invoices to the next billing period.

If any of the above items are not complete, the invoice and all supporting documents will be returned to the subcontractor for completion. Payments will then be processed according to the date the documents are resubmitted to the accounting department. Compliance with all of the above outlined procedures will facilitate our accounting and expedite your payment.

Any questions concerning payment provisions may be directed to:
ERNIE MOECKEL, Accounting, 707/585-1221 Extension #202