



5780 FLEET STREET, SUITE 130
CARLSBAD, CA 92008
LICENSE # B

SUBCONTRACT AGREEMENT

Exhibit "B"

PROJECT: **OAK SPRINGS RANCH APARTMENTS**

JOB NO: **04-10-1001**

SUBCONTRACT: **ROUGH & FINAL CLEAN**

SUBCONTRACT COST CODE: **10-01740**

SUBCONTRACTOR: **GENESIS CLEANING SERVICE**

I. SCOPE OF WORK OF THIS SUBCONTRACT SHALL INCLUDE BUT IS NOT LIMITED TO THE FOLLOWING:

1. Furnish and install all necessary labor, materials and equipment to complete this contractor's scope of work. The attached scope of work provided is to help clarify the work included. The Scope of Work should not be considered a limitation of this contractor's work, but a guide for clarification of agreements for the above stated project as defined by the plans and specifications. Each Subcontractor is considered an expert in their field, and GLJ Builders considers each Subcontractors proposal to include all material, labor and etc. for a complete project. Work that is currently shown, and that which can be reasonably anticipated to be included for this project is included. No exclusion from limitations in plans and specifications shall be reason for omitting the appurtenances or accessories necessary to complete this work.

ROUGH CLEANING

2. Remove paint and paper from interior and exterior windows.
3. Clean all mirrors and glass.
4. Vacuum all carpeted areas.
5. Sweep and mop all hard surface floors.
6. Clean all cabinets.
7. Clean and sweep all cupboards inside and out.

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8. Dust all surfaces.
9. Clean and scrape paint from all surfaces.
10. Clean all window and door tracks.
11. Scrape paint and clean all tiles.
12. Clean fireplaces and hearths.
13. Clean all sinks, faucets and countertops.
14. Wipe down closet shelves.
15. Clean thresholds and doors.
16. Clean towel bars and toilet paper holders.
17. Clean all switch plates.
18. Clean all medicine cabinets.
19. Clean and sanitize bathrooms.
20. Dust shutters and blinds.

FINAL CLEANING

21. Wash interior and exterior windows.
22. Vacuum all carpeted areas.
23. Dust and clean all hard surface flooring.
24. Clean all tile, marble, granite, etc. surfaces.
25. Dust all baseboards.
26. Clean all mirrors and glass areas.
27. Clean oil all wood finished surfaces.
28. Clean all sinks, faucets and countertops.

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29. Wipe down closet shelves.
30. Clean mirrored closet doors.
31. Clean thresholds and doors.
32. Clean towel bars and toilet paper holders.
33. Clean all switch plates.
34. Clean all medicine cabinets.
35. Clean and sanitize bathrooms.
36. Clean fireplace doors and hearths.
37. Clean interior and exterior light fixtures.
38. Set up kitchen and clean all appliances.
39. Wipe all cabinets of dust and debris.
40. Clean enamel painted surfaces.
41. Clean, vacuum and wipe with wet cloth sliding glass door tracks.
42. Pressure wash garages.

II. GENERAL:

1. Subcontractor as required by the project site local city and county governing agencies, Federal Occupational Safety and Health Standards Board, and any other related agencies, shall provide adequate protection necessary for the safety, health, and well being of his personnel and others for the period of this agreement.
2. All work shall be performed by Mechanics skilled in this type of work.
3. Subcontractor to commence operation upon notification and proceed without delay or interruption until the scope of contracted work has been completed. Should the start date change due to circumstances beyond the control of construction manager, subcontractor shall be notified so that his schedule may be adjusted accordingly.

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4. Subcontractor acknowledges that they have thoroughly reviewed the plans and specifications, and that the total amount of contract prices are the Subcontractor's total prices for all materials and related services required to deliver to the jobsite all materials necessary for the complete execution of this scope of work as it relates to the approved permit set of drawings, specifications and all local governing agency regulations & code.
5. Included in Subcontractor's base price are all costs for Subcontractor employee drinking water and ice.
6. The Subcontractor shall familiarize himself with all drawings and specifications of other trades.
7. This Subcontractor shall notify GLJ Builders of any discrepancies, which will impede the project or impact any other trade.
8. It is further understood and agreed that Subcontractor shall monitor the status of the job as it progresses and be ready to move within forty-eight (48) hours notice on initial move-in.
9. It is understood that multiple move-ins may be required to complete this Subcontractors work in an orderly manner and in accordance with GLJ Builders job schedule.
10. This Subcontractor shall schedule material delivery at least seven (7) days in advance with GLJ Builders Superintendent. A representative from this Subcontractor receiving such deliveries must be on site during all deliveries and have appropriate equipment and manpower to unload, stock and secure materials. If GLJ Builders is required to accept deliveries due to a Subcontractor not being on site or not making proper arrangements with the Superintendent, this Subcontractor will be charged for the Superintendents time and will be billed for any equipment that needs to be used.
11. As applicable, this Subcontractor shall fill out a "Material and Equipment Delivery Status Sheet" no later than three (3) weeks after award of Subcontract for all long lead items required for this project. Items should be tracked individually (not as groups) and this report shall be updated weekly and forwarded on to GLJ Builders.
12. During the construction of Subcontractor's work and while working on the premises, and until completion of the project, Subcontractor shall protect work and material on jobsite from damage. Work covered herein shall also include the responsibility of protecting materials from damage prior to and during installation. It is further understood and agreed that all installed material showing damage caused by faulty or careless workmanship of Subcontractor or bad materials, furnished by Subcontractor, shall be removed and correctly replaced and the cost of all labor and materials shall be at the Subcontractor's expense.

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13. **Subcontractor agrees to meet the specific duration schedule attached herein (Exhibit D) to this scope of work.** Changes shall be allowed only if agreed to in writing by Contractor. Should Subcontractor fail to meet the deadlines as shown, GLJ Builders may, at its option, hire additional labor to supplement subcontractor until he is back on schedule. All costs to be charged to this Subcontractor.
14. This Subcontractor shall be responsible for coordinating their work with that of other trades. In the event that the completed work of any trade has to be removed, replaced or modified due to this Subcontractor's negligence in completing his work, the cost of removing, replacing and modifying such work will be deducted from the Subcontractor's account. Subcontractor's equipment is considered for his use exclusively; however, location of this equipment and material must be in compliance with project superintendent's direction.
15. Subcontractor shall assume full responsibility of all material installed. Subcontractor shall provide all labor and equipment to complete all aspects of his work; work shall comply with all general notes on the plans and comply with all appendix, standards, specifications, codes, drawings and requirements of the County of Riverside. Subcontractor shall remove and replace the unacceptable materials at no cost to Contractor. Should materials fail or become unacceptable after installation, Subcontractor shall make all corrections at no cost to Contractor.
16. Subcontractor shall cooperate with Contractor and other Subcontractors to coordinate all space requirements required by the Subcontractor's equipment and material storage. The Subcontractor shall bring all materials to be installed to the area of installation from storage areas. Hoisting and scaffolding required of Subcontractor's materials and equipment shall be done by this Subcontractor and at this Subcontractor's expense. Packaged material shall be delivered in the original packages, containers, or bundles bearing the name of manufacturer and the brand name and GLJ Builder's Superintendent prior to stocking must approve the location of such materials.
17. Provide traffic control as required by the city Engineer that may include flag person, traffic signs, lighting and delineators only as necessary to ensure the safe movement of equipment into and out of the project site.
18. In the event that additional work is required, other than work included in this Trade Contract Agreement or project plans and specifications, then such **additional work will be authorized only by an approved change order prior to commencement of additional work.** All change work orders are to be provided with itemized breakdown of all labor and material to

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ensure a complete review by GLJ Builders. No change orders will be approved without sufficient breakdown of cost.

19. Subcontractor shall pay all city license fees as required.
20. Subcontractor shall be responsible for calling his own inspections 24-hours prior to date of inspection, and obtaining approval for that inspection.
21. Subcontractor shall clean and put all of their debris into dumpsters provided by Contractor without unnecessary delay. Subcontractor shall do all required cleaning within twenty-four (24) hours after notice from GLJ Builders and / or Project Superintendent's direction, and if Subcontractor fails to do such cleaning to the satisfaction of GLJ Builders and / or Project Superintendent, GLJ Builders will do the cleaning and charge this Subcontractor for all costs incurred. Subcontractor agrees to remove all excess materials, trash and left over equipment leaving all areas of the job site clean.
22. On site parking may or may not be available. GLJ Builders will take no responsibility for damage or loss to any vehicles parked in any locations regardless of their use for this project. Subcontractor will be responsible for making sure any truck leaving the site does not track dirt onto the streets. If Subcontractor's trucks, or their delivery vehicles do track dirt onto the street, Subcontractor will be responsible to clean the street by hand or street sweeper if necessary. If Subcontractor refuses to clean the street in a timely manner, GLJ Builders will do it at the subcontractors cost.
23. All workmen to enter and leave the property as directed by the job site superintendent. Workmen are to remain within the confines of the project unless specifically engaged in construction activities outside the fence lines. Failure to adhere to these guidelines will result in permanent removal of the individual from this project.
24. Workers are expected to maintain proper decorum at all times (on and off site). Catcalls, profanity, loud behavior, music (no radios), etc. will result in removal of the individual from this project.
25. Any changes or substitutions made by the Subcontractor that increase the cost of the work of this Contractor or the cost of the work of any subcontractor shall be borne by this Subcontractor, after approval of layouts, basic equipment and code requirements have been established.
26. Subcontractor shall, at all times during the progress of work, have an authorized representative of his company at the jobsite who can understand and receive orders and has full authority to

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make decisions regarding the work to be performed hereunder and who has complete responsibility for the work insofar as this Subcontract Agreement is concerned. The name of this authorized representative and the emergency telephone number of the Subcontractor shall be submitted to the Contractor prior to commencement of Subcontractor's work.

27. In the event a subcontractor that is under contract with GLJ Builders decides to contract with another company for a portion of the work, the contractor that is under contract with Nexus Builder's Inc. will be required to have a representative from their company supervising and on site while the other contractor's personnel are working.
28. Any existing safety protection temporarily removed or damage must be immediately repaired or replaced at no cost to GLJ Builders.
29. Total sum of the Subcontract shall not be adjusted due to increasing costs. The total sum is intended to include all increases in cost foreseen and unforeseen, and difficulties or delays which may be encountered in the course of said work.
30. Subcontractor shall be assumed to have visited the jobsite and to have taken into consideration all conditions, which affect its work. No consideration shall be given any claim based upon lack of knowledge of existing conditions.
31. This Subcontractor is responsible to minimize dust migration resulting from his operations. Including cutting, blowing, hammering, trucking, digging, drilling, etc., and must comply with PM-10 regulations.
32. Subcontractor will furnish his own fire extinguishers as required by code.
33. Per the County of Riverside, the standard work hours will be from 7:00 a.m. to 7:00 p.m. Monday through Friday (no work allowed before 7:00 a.m. or after 7:00 p.m.). Weekend work is permitted on Saturday only from 8:00 a.m. to 5:00 p.m. Sunday off.
34. All Subcontractors foreman will attend a once a week safety meeting held by the Site Superintendent. Failure to attend the weekly meeting will result in a warning the first time and removal from our project on the second offense.
35. Subcontractor will be issued two (2) sets of drawings and one (2) sets of specifications. Additional sets are available at cost of printing.
36. This subcontractor to include field measurement of existing condition as may be required for this scope of work.

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- 37. Provide all layout and survey for Subcontractor's work. Where applicable, Contractor will provide control lines and benchmark. Transferring of control lines and benchmarks and all surveying controls thereafter is to be Subcontractor's responsibility.
- 38. Subcontractor shall within one (1) week from receipt of contract return both executed copies of the subcontract for final execution by GLJ Builders.
- 39. Subcontractor shall review all plans thoroughly and submit all questions (RFI's) in writing within (1) week from award of contract. RFI's shall not impact this subcontractors responsibility to provide all necessary submittals with in the below stated duration. Fax RFI's to the main office, **attention Tony Diteaux @ 760.431.3377**. Email RFI's to Tony@GLJPartners.com.
- 40. Subcontractor shall submit all warranty's, as-builts and necessary operation and maintenance manuals within three (3) weeks of completion of this Subcontractors scope of work.

III. SUBCONTRACT BREAKDOWN:

Base Contract Amount	\$	0.00
TOTAL SUBCONTRACT AMOUNT	\$	<u>0.00</u>

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