



SUBCONTRACT AGREEMENT

Subcontract No. 154-10 **RECEIVED**

MAY 08 2019

Subcontractor:	Willis Rebar 2333 Courage Drive, Suite H #9 Fairfield, CA 94533
Contractor:	Steelhead Constructors, Inc. P.O. Box 997 Palo Cedro, CA 96073
Project Name and Address:	Bassi Road at Granite Creek Bridge Replacement El Dorado County, CA CIP No. 77128, Contract No. 2777
Project Owner and Address:	County of El Dorado Department of Transportation 2850 Fairlane Court Placerville, CA

Subcontractor agrees to provide the following labor, equipment, materials and services, per the project plans, specifications and other requirements, for the sum of the extensions of the per unit prices indicated below:

Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Total
37	Structural Concrete, Approach Slab (Type EQ) – Reinforcing Steel Only	21	CY	\$390.25	\$8,195.25
40	Bar Reinforcing Steel (Bridge)	38,400	LB	\$1.62	\$62,208.00
41	Bar Reinforcing Steel (Bridge, Epoxy Coated)	28,200	LB	\$1.57	\$44,274.00
42	Headed Bar Reinforcement	24	EA	\$36.31	\$871.44
67	Concrete Barrier (Type 80 Modified) – Reinforcing Steel Only	267	LF	\$93.75	\$25,031.25
	Epoxy Coated Bar Locks #6, #8 & #10 Terminators	1	LS	\$4,258.00	\$4,258.00
69	Mobilization	1	LS	\$4,800.00	\$4,800.00
Total					\$149,637.94

Executed on this 08 day of May, 2019, at Redding, California.

CONTRACTOR:

Steelhead Constructors, Inc.

By: [Signature]
Name: KEVIN RAMSTRÖM-PRESIDENT
& Title: _____

California License No.: 729880
DIR Registration No.: 1000007333

SUBCONTRACTOR:

Willis Rebar

By: [Signature]
Name: Raymond Willis
& Title: President

California License No.: 975362
DIR Registration No.: 100049610

THIS SUBCONTRACT AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND REQUIREMENTS ON THE REVERSE AND THE OTHER PAGES HEREOF. BY SIGNING ABOVE, THE PARTIES AGREE TO BE BOUND BY ALL SUCH TERMS AND REQUIREMENTS.

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required under this Agreement, including any items or matters reasonably inferable and/or required by applicable law.

- (9) **A+B Contracts:** On Caltrans A+B projects, or on other projects where the direct contractor's bid proposal to the owner includes not only price(s), but also durations and/or dates for performance, Subcontractor agrees that at no additional cost it shall conform to the Contractor's baseline schedule and all revisions thereto, and the activities and durations therein, which the Contractor has designated in order to meet milestones, completion dates and durations based on the direct contractor's bid, notwithstanding that the Owner's solicitation for bid proposals may have permitted the submission of a bid proposal that includes completion or milestone dates and/or greater durations.

C. PAYMENT. Contractor agrees to pay to Subcontractor monthly progress payments on account of Work actually and satisfactorily completed by Subcontractor, in sums equal to ninety-five percent (95%) of the prices for the labor, equipment, services and materials that have been placed in position, as reflected in Contractor's application for payment and as approved by Owner. The foregoing percentage shall be ninety percent (90%) unless otherwise stated under this Agreement or required by applicable law. Payment shall be made within seven (7) days after Contractor's receipt of payment for such Work, provided all other conditions hereof have been satisfied and there are no grounds for withholding. As a condition to payment, Subcontractor agrees to provide waivers and releases for itself and its subcontractors and suppliers regardless of tier, as well as other evidence of payment to such persons, in a form satisfactory to Contractor, including without limitation, payroll affidavits, receipts, vouchers or other documentation, demonstrating that Subcontractor has paid for all labor, equipment, materials, services, taxes or other charges in any way relating to Subcontractor's Work and obligations in connection with the Project.

Final payment to Subcontractor shall be made ten (10) days after the entire work required by the Prime Contract has been fully completed, with funds received by Contractor in final payment for work under the Prime Contract. Contractor, at its option, may make payments by joint check. Payment shall not constitute acceptance or acknowledgement of completion with regard to any part of Subcontractor's Work. Payments made to Subcontractor shall be deemed to be held in trust for the benefit of Contractor and of all persons who furnished labor, equipment, and materials for or on behalf of Subcontractor, as well as for the benefit of trust funds and apprenticeship programs for such sums that may be owed in connection with the Project. Unless otherwise stated, prices include all taxes, including without limitation, any amounts owed as a result of increase or changes in taxes that take effect during the course of the Project.

Notwithstanding any other term of this Agreement, Contractor shall be permitted a reasonable period of time to pursue remedies and collect from Owner or other persons for progress payments, final payments, or other payments on account of Subcontractor's Work or claims, before payment shall become due to Subcontractor. What is a "reasonable time" shall be decided based upon all relevant circumstances, but shall in no event be less than the amount of time needed to pursue to conclusion (including collection) available remedies against Owner, insurers, other subcontractors, or any other party responsible for payment.

As a cumulative remedy, Contractor may withhold and/or retroactively nullify all or part of any payment to the extent necessary to protect Contractor from: (1) loss from defective work not remedied; (2) claims that have been asserted or are reasonably likely to be asserted; (3) failure of Subcontractor to make payments to creditors; (4) damage to Contractor or another person; (5) penalties assessed against Contractor or Subcontractor for failure of Subcontractor to comply with laws or requirements; and (6) any other ground for withholding payment allowed by law, this Agreement or the Contract Documents. Contractor may in addition 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 furnish appropriate waivers and releases for itself or any lower tier subcontractors or suppliers. In addition, and without limiting any of its other rights and remedies Contractor shall be entitled to withhold and to setoff against any amounts owed to Subcontractor any liabilities or amounts owed to Contractor by Subcontractor, including those that relate to or arise from other projects; Subcontractor agrees to and accepts any such setoff as full payment under this Agreement and for purposes of mechanics' lien, stop payment notice, and bond statutes and claims.

On public works projects with the State of California or any subdivision thereof, the time period for payment of amounts (if any) which Contractor is obligated by this Agreement to pay as retention shall be within seven (7) days after receipt of retention by Contractor, subject to Contractor's right to withhold on the grounds set forth in this Agreement or otherwise provided by law; additionally, on such state or local projects, the percentage of retention withheld (when there are no additional reasons for withholding) shall not exceed the percentage under the Prime Contract. In the event that a law or local ordinance requires that payments be made within a particular time period, then the time for payment hereunder shall be adjusted accordingly.