



Alain Hirsch Construction
 1383 Redondo Ave.
 Long Beach, California 90804
 Phone: (562) 494-4800

Contract SC-2016-XX-XXX

Project: XXXXXXXXXXXX
 XXXXXXXXXXXX
 XXXXXXXXXXXX

TITLE

DATE CREATED:	XXXXX		
CONTRACT COMPANY:	XXXXXXXXX XXXXXXXXX XXXXXXXXX	CREATED BY:	XXXXXX (Alain Hirsch Construction Corp.) 4601 E. Anaheim St. Long Beach, California 90803
CONTRACT STATUS:	Approved	EXECUTED:	No
START DATE:	XXXXXXXX	ESTIMATED COMPLETION DATE:	XXXXX
SIGNED CONTRACT RECEIVED DATE:		ACTUAL COMPLETION DATE:	
DEFAULT RETAINAGE:	XX%		

DESCRIPTION:

Use this contract as your authorization to proceed with the **XXXX** scope of work at the above listed project based on the XXXXXX set of plans listed below. Also included is a copy of the project schedule, it is each subcontractor's responsibility to monitor this schedule with regard to their respective scope of work and staff the site with adequate manpower to meet the schedule obligations.

In addition, your company must meet the following requirements:

Indemnity, Insurance and Waiver of Subrogation

8.1 Indemnity.

Subcontractor's Performance. To the fullest extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Owner, and their agents and consultants and employees (Indemnities) from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, costs and expenses, arising out of or resulting from the performance of the Subcontractor's Work provided that:

1. Any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including resulting loss of use, caused in whole or in part by any negligent act or omission of the Subcontractor or for anyone for whose acts the Subcontractor may be liable, regardless of whether it is caused in part by an indemnified party; and
 2. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person
- No limitation on liability. In any and all claims against the Indemnities by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers compensation acts, disability benefit acts or other employee benefit

Architect/Engineer Exclusion. The obligation of the Subcontractor shall not extend to the liability of the Architect/Engineer, the Architect/Engineer's consultants or the agents or employees of any of them, arising out of: the preparation or approval of maps, drawings, opinions, reports surveys, Subcontract Change Orders, designs or specifications; or the giving of or the failure to give directions or instructions by the Architect/Engineer, the Architect/Engineer's consultants, and the agents or employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

Insurance.

1. Subcontractor's insurance. Before commencing the Subcontractor's Work, and as a condition of payment, the Subcontractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under this Agreement, whether the operations are by the Subcontractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be
2. Minimum Limits of Liability. The Subcontractor shall maintain the minimum limits of liability in a company satisfactory to the Contractor, or as required by Owner Additional Insured. Policies under Clauses 8.1B and 8.1C shall list the contractor as an additional insured, as well as other parties if required by the Contract
3. Number of Policies. Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits



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required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability

4. Cancellation, Renewal and Modification The Subcontractor shall maintain in effect all insurance coverage required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor. The policies shall contain a provision that the coverage will not be cancelled or not renewed, nor restrictive modifications added, until at least thirty (30) days' prior written notice has been given to the Contractor. Certificates of insurance showing required coverage to be in force shall be filed with the Contractor prior to the commencement of the Subcontractor's Work. In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, the Contractor may purchase such coverage and charge the expense to the Subcontractor, or terminate this Agreement. The owner or Contractor will obtain and maintain property insurance upon the entire Project for the full cost of replacement at the time of any
5. Property Insurance Loss Adjustment Any insured loss shall be adjusted with the Owner and/or the Contractor and made payable to the Owner and/or Contractor as trustees for the insured, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received by the Contractor shall be distributed to the Subcontractors in accordance with the agreement of the parties or in the absence of agreement, in accordance with an order of any
6. Waiver of Subrogation. The Subcontractor waives all rights against the Contractor, the Owner and any of their respective consultants, subcontractors, and subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance provided under Subparagraph 8.2, except such rights as they may have to the proceeds of such insurance. The Subcontractor shall require similar waivers from their

8.2 License

A current active Contractors License must be on file with the State and a copy provided to AHCC.

8.3 Workers Compensation

You must provide proof of current Workers Compensation for your employees. An exception is not acceptable.

Additional Contract Conditions:

- 1) Contract work is to be billed separately from approved change order work — no change orders are to be billed on contract invoices. Disbursement of funds for this project will be as distributed by our client who will require lien releases for materials and labor — forward these to our office with each invoice.
- 2) Contract work may be billed progressively, however all deposit, progress payment, and final payments will be made only following receipt of an invoice accompanied with a conditional lien release.
- 3) All invoicing for the project must be received within 21 days of completion of work on site. If an invoice is received after this 21-day period the invoice will not be accepted.
- 4) Previously approved, AHCC-signed change order paperwork must accompany your change order invoice — if this paperwork is missing, he invoice will not be paid!
- 5) All invoices MUST be submitted to invoice@ahcc.build.

Construction Management Software.

Alain Hirsch Construction Corp utilizes Procore Construction Management software for the management of the project. An invitation will be sent via email to the subcontractor's project manager. It is mandatory that the subcontractor interface with AHCC through Procore.

The following standard guidelines must be met by your company and/or field personnel:

The drawings and specifications are scope documents that indicate the general scope of the project, and as such, the drawings and specifications do not necessarily indicate or describe all work required for the full performance and completion of the work. Subcontract is awarded on the basis of such documents with the understanding that the Subcontractor is to furnish and install all items required for the proper completion of their work without adjustment to the subcontract price, including but not limited to the following:

- Subcontractor shall furnish all labor, supervision, material, equipment, tools, scaffolding, lifts, layout, storage, double handling, hoisting, loading and unloading, traffic control, taxes, insurance, personnel parking, support, material and labor escalation, overhead, profit, and all other miscellaneous appurtenances as necessary for a complete and functional installation as described in the CALLISONRTKL drawings
- Subcontractor shall provide field and office supervision sufficient for the proper and timely execution and management of the work in accordance with the project schedule, and within the guidelines of AHCC job superintendent - your employees are required to know their scope of work and are not to rely solely on the AHCC job superintendent for direction specific to their scope of work or tasks. No changes in supervision shall be allowed without written authorization from Alain Hirsch Construction Corp. unless caused by a termination or serious illness. Alain Hirsch Construction Corp. shall have the right to reject any proposed Subcontractor personnel without cause and remove a subcontractor's employee from the project site at its
- Furnish and install all work in accordance with any and all current federal, state and local codes, documents, publications and standards including ADA and
- Subcontractor is responsible for coordinating and arranging and procurement of all inspections for its work as required by current regulations and/or contract documents and Wynn Resort requirements. Subcontractor foreman shall be on-site during the time of
- Subcontractor is responsible to clean-up including collecting, hoisting and removal from job site all debris resulting from Subcontractor's operations on a daily basis no matter how
- Temporary protection of surrounding
- Subcontractor shall be responsible for the structural integrity and/or damage to existing construction as a result of material handling, loading, staging, stocking and installation operations. Subcontractor shall submit for approval, a material staging plan for Alain Hirsch Construction approval no later than 2 weeks prior to stocking material. Such approval shall not relieve Subcontractor of any responsibility for damage or injury resulting from these activities.
- Field measuring and coordination with other related and/or adjacent trades to insure proper fit and
- Block outs, chipping and/or coring as necessary for a complete and proper
- Scrape and patch all fireproofing as required to complete



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- All installations are to be in accordance with the manufacturer's installation
- Subcontractor is responsible for furnishing and installing all support systems, inserts furring, framing, hangers, threaded rod, wires, backing, blocking, seismic bracing, sleeves, fasteners, adhesives, caulking, fire caulking, sealant, necessary for a complete
- All installations are to be straight, plumb and
- All move-ins necessary for completion of the work as directed by Alain Hirsch Construction
- Provide an emergency, after-hours contact person with telephone number or pager to both the AHCC Project Superintendent and our
- Complete your work within the predetermined timeframe and manpower requirements established by the AHCC Project Superintendent for your portion of the current work phase — AHCC reserves the right to supplement your workforce and charge-back costs for same to your company if it is determined that your work is behind schedule or negatively impacting the overall construction schedule. This action will occur only after verbal warning to your job site superintendent or foreman and written notice to your office has been
- Advise the AHCC Project Superintendent of any discrepancies in the construction plans that vary from actual
- Advise the AHCC Project Superintendent of any hazardous materials discovered onsite that were not previously identified (i.e., asbestos-contained flooring, ceilings, walls, or insulation materials).
- Protect the job site and other trade-work in the area you are working. All necessary precautions must be taken not to damage the work in progress. You are expected to furnish and use tarps, visqueen, Masonite, or other protective materials as
- All subcontractors are to fill out daily reports with manpower counts, worked performed that day, and any other pertinent information. Daily reports are to be returned to AHCC site superintendent at the end of each All Subcontractor field personnel and labor are required to sign in with the AHCC project superintendent daily on the AHCC form provided.
- The "XXXXXXXXX Retail Tenant Manual" updated XXXXX is attached hereto and incorporated as part of this Any fines issued by the Landlord to AHCC, as a result of a subcontractor and/or its employees, vendors, etc., will result in all cost being backcharged from the responsible subcontractors, subcontract, and possible immediate removal of responsible individual(s) from the project. In addition, any off-hours work required by the Landlord as noted in the attached manual are included at no additional cost to the contract.

9 Liquidated Damages

Time is off the essence. The prime contract between the Alain Hirsch Construction Corp and XXXX contains a liquidated damages clause. Any costs incurred by Alain Hirsch Construction Corp for delays solely as a result of conduct by XXXX and/or its assigns will be levied against XXXX in the form of a backcharge.

INCLUSIONS:

Furnish all labor, material and equipment to provide a complete installation of **XXXXX** at the above listed jobsite based on the XXXXXX drawings from XXXXX dated XXXX

EXCLUSIONS:

ATTACHMENTS:

[Exhibit A - Bid Set Drawing Log.pdf](#) [Exhibit C - Retail Tenant Manual.pdf](#) [Exhibit B - Project Schedule.pdf](#)

#	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	XXXXX	XXXXX	Other	XXXXX
			Grand Total:	XXXXXX