

Subcontract

HENSEL PHELPS CONSTRUCTION CO. Contractor

Issuing Office	<ul style="list-style-type: none">• 226 Airport Parkway, Suite 150 San Jose, CA 95110-1024 Phone: 408.452.1800 Fax: 408.452.1855
	<ul style="list-style-type: none">• Contractor License Number in State of Project if Applicable 519252
Subcontractor	<ul style="list-style-type: none">• Tile All 555 Cover Way Fairfield, CA 94533 Phone: 555.121.0000
Subcontract	<ul style="list-style-type: none">• Acoustical
Project	<ul style="list-style-type: none">• SB1022 – Classrooms and Vocational Training Center Project 2456 Claybank Road Fairfield, CA 94533
Project Number	<ul style="list-style-type: none">• 5017104

This Subcontract consists of 19 pages numbered 1 of 19 through 19 of 19 and attachments numbered: Attachment 01 – Revised RCPs and Finish Schedules on Project 1, Attachment 02 - AMDX Seismic Support Detail

Please initial each page where indicated, affix authorized signature(s) and return three (3) copies at once to the issuing office shown above.

- ☐ **A copy executed on behalf of Hensel Phelps Construction Co. will be returned for your files.**
- ☐ **An additional copy is included to be forwarded to your bonding company.**
- ☐ **Please retain the copy identified as yours.**

Contractor

Subcontractor

SUBCONTRACT

THIS SUBCONTRACT is made and entered into **this 9th of February, 2019**, by and between

Tile All

Attention: Mr. Project Manager

555 Cover Way

Phone: 555.121.0000

Fairfield, CA 94533

Fax: 555.111.2000

hereinafter referred to as the Subcontractor and Hensel Phelps Construction Co., hereinafter referred to as the Contractor.

WITNESSETH: That for and in consideration of the mutual promises and covenants herein contained, the Subcontractor and the Contractor agree as follows:

SECTION A. The Subcontractor covenants, promises and agrees to furnish all material and personal property and to diligently and fully perform all work hereinafter described for the construction of **SB1022 – Classrooms and Vocational Training Center Project**, hereinafter referred to as the Project, to be located at 2500 Claybank Road, Fairfield, CA, for the use and benefit of the **County of Solano**, hereinafter referred to as the Owner, in strict accordance with the Contract between the Contractor and the Owner entered into on **February, 9th 2018** and hereby made a part of this Subcontract by reference; all to the satisfaction of the Contractor, the Owner, and the representative authorized by the Owner to interpret and judge the performance of the aforesaid Contract and named therein as architect, engineer, contracting officer, or otherwise, when such representative shall have been designated as the Owner's Authorized Agent; and all of which shall be done in timely, faithful and strict compliance with this Subcontract and all the Subcontract Documents described and defined in Section D, Article 1, hereof and elsewhere herein.

SECTION B. The Subcontractor agrees to furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the portions of the work described as follows:

Complete all **Acoustical** work as described in the issue for construction Plans and Specifications as prepared by Engineering Company, dated February 1st, 2019.

All work and materials described in the above documents as it relates to the **Acoustical** work is included within the scope of this subcontract agreement, with the following being the only exceptions:

1. Roof and Deck Insulation [by Roofing Subcontractor]
2. Drywall ceilings [by Drywall Subcontractor]
3. MEP access panels not in Acoustical Ceiling Tiles [by Responsible Subcontractor]
4. Supply & Return air diffusers [by Responsible Subcontractor]
5. Lighting fixtures [by Responsible Subcontractor]
6. Temporary power source [by Responsible Subcontractor]
7. Debris dumpsters [by Hensel Phelps]
8. Security Metal Ceilings (SMC-1 and SMC-2) [by Responsible Subcontractor]

(Continued on Page 19A)

SECTION C. The Contractor agrees to pay the Subcontractor for the full, faithful and complete performance of this

Subcontract the sum of **###** subject to additions and deductions for changes agreed upon in writing as hereinafter set forth or as otherwise authorized hereinafter; and Contractor further agrees to make all partial and final payments on account thereof in accordance with the terms and provisions of the Subcontract Documents including, but without restriction thereto, the provisions of Section D, Article 5 of this Subcontract.

Contractor

Subcontractor

Hensel Phelps
 Solano County – SB1022
 Classrooms and Vocational Training Center Project
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Continued from Page 2 of 19

The Subcontractor's attention is specifically called to the following items, which are included in this Subcontract, but without limiting the scope of work as provided above.

The word "provide" when used in these inclusions is intended to be inclusive of any design & engineering as required, fabricate, furnish, deliver, receive, unload, store, hoist, erect, prepare substrate, install, protect, start-up, test, commission, clean, or similar efforts, such that the material and / or system is complete and operational and in its permanent location ready to be accepted and used by the Owner.

All work and materials described in Division 00 Contract Requirements (complete), Division 01 – General Requirements, and Specification Sections:

1. 05 40 00 – Cold-Formed Metal Framing (As Applies)
2. 07 84 13 – Penetration Firestopping (As Applies)
3. 07 84 46 – Fire-Resistant Joint Systems (As Applies)
4. 07 92 00 – Joint Sealants (as applies)
5. 09 22 16 – Non-Structural Metal Framing (As Applies)
6. 09 29 00 – Gypsum Board (As Applies)
7. 09 51 13 – Acoustic Panel Ceilings
8. 09 51 23 – Acoustical Tile Ceilings
9. 09 54 36 – Baffle Ceiling System
10. 09 77 23 – Fabric Wrapped Panels

1. Provide all design, engineering, material, and labor required to provide a complete Acoustic scope, per the Contract Documents.
2. Provide Acoustical and Baffle Ceilings for Projects 1 & 3 in accordance with the drawings and specifications, including but not limited to:
 - a. Specified ceiling tiles
 - b. Grid suspension system
 - c. Trapeze
 - d. Wedge anchors
 - e. Expansion bolts
 - f. Hanger and diagonal bracing wires
 - g. Compression struts
 - h. Light fixture and diffuser seismic and support wires
 - i. Other supporting hardware as required or specified
3. Subcontractor shall provide lateral and seismic bracing in accordance with the drawings, specifications, and applicable codes, including but not limited to: Compression posts, seismic stabilizer bars, seismic struts and seismic clips.
4. Provide complete baffle ceiling installation, including unistrut supports, black acoustic blanket/insulation, light gauge framing/unistrut supports to underside of decking, suspension systems, compression struts, sealants, etc. See typical details on Sheet 3.A-561.
5. Subcontractor coordinate with the responsible Subcontractor and shall provide all coordinated openings and cutouts for light fixtures, grilles, diffusers, speakers, sprinkler heads, smoke detectors etc.
6. Subcontractor shall provide all trim and edge track as required by the Contract Documents. This includes all material, labor and equipment required for anchoring grid and edge track to concrete walls.
7. Subcontractor shall provide all acoustical / non-acoustical sealants as required between the acoustical ceiling system and adjacent substrates.
8. Subcontractor shall provide cut panels that have been scribed for accurate fit at borders and around penetrations as required.
9. Provide supplementary support or framing to install acoustical ceiling work where required.
10. Subcontractor shall provide complete suspended grid system, including panel hold down clips and removable panel hold down clips, per specification section 09 51 13.

Contractor _____ Subcontractor _____

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- 1 11. Subcontractor acknowledges certain overhead work will be in place at the time of installation, and will require additional materials
- 2 and labor to facilitate installation of Acoustic Tile Ceiling Systems
- 3 12. Subcontractor shall coordinate installation of seismic supports, ceiling hanger and splay wires with other trades.
- 4 13. Provide anchorage of all seismic supports, ceiling hangers and splay wires with the load rating and installation method as required
- 5 by the Contract Documents.
- 6 14. Subcontractor shall comply with all applicable notes of the General Requirements as specified on G sheets.
- 7 15. Provide cleaning of all exposed surfaces of acoustical ceilings, including panels, trim and edge moldings.
- 8 16. Repair fireproofing damaged during the installation of own work to the proper thickness required by code and as acceptable to
- 9 Hensel Phelps, the testing and inspection agency, and the AHJ. The fireproofing material used must be the specified material or
- 10 an alternate accepted in writing by the architect.
- 11 17. Provide all items required to facilitate the transitions between ACT and Drywall.
- 12 18. Provide all glue applied 1'x1' Acoustical Ceilings (ACT-2). Gyp ceiling by Drywall Subcontractor.
- 13 19. Subcontractor shall provide protection of surfaces immediately adjacent to the installation of the Acoustical Ceilings. Repair of any
- 14 damaged surfaces by this Subcontractor will be the responsibility of this Subcontractor.
- 15 20. Subcontractor shall leave out acoustical tiles marked with flagging for balancing and install them after balancing is complete.
- 16 21. Subcontractor shall ensure surfaces of grids and acoustical units shall be clean and free from scratches, dents, tool marks, stains,
- 17 discoloration, fingerprints, and other defects and damage.
- 18 22. In addition to acoustical units required for installation, Subcontractor shall furnish additional units two percent (2%) in typical field
- 19 sizes for each type of unit used in the work and label and deliver them to the owner for attic stock, per specification section 09 51
- 20 13.1.6 and 09 51 23.1.6.
- 21 23. Per General Note 4 on 1.A-113 and 3.A-113, Subcontractor shall attend a pre-installation coordination meeting with the Architect
- 22 and Hensel Phelps to coordinate the starting point of ceiling grid in each area/room. This meeting will be separate from Hensel
- 23 Phelps' Quality Control meetings as outlined in Exhibit C – Hensel Phelps Construction Co.'s Job Information & Policy (JIP)
- 24 Brochure dated August 11, 2014.
- 25 24. Per General Note 8 on 1.A-113 and 3.A-113, sprinkler heads are not shown on the reflected ceiling plans. Subcontractor shall
- 26 coordinate with the Fire Protection Subcontractor to locate the sprinkler heads in the center of ceiling tiles and provide required
- 27 annular space clearance, Subcontractor to coordinate with Fire Sprinkler Subcontractor for required space. Subcontractor is
- 28 responsible for cutouts in tiles once laid out by the Fire Sprinkler Contractor
- 29 25. Subcontractor is responsible for all cut-outs in tiles required by other trades. Layout to be provided by Others.
- 30 26. Per General Note 12 on 1.A-113 and 3.A-113, security cameras and motion detectors are not shown on the reflected ceiling plans.
- 31 Subcontractor shall coordinate with the Special Systems Subcontractor for coordinated locations of any miscellaneous devices.
- 32 27. Per General Note 13 on 1.A-113 and 3.A-113, emergency lights are not shown on the reflected ceiling plans. Subcontractor shall
- 33 coordinate with the Electrical Subcontractor [Helix] for coordinated locations of these devices.
- 34 28. Provide Fabric Wrapped Panels per Specification Section 09 77 23 and as shown in Details 2,4,6&7/1.A-411, 3/1.A-401, and
- 35 27/3.A-411.
- 36 29. Provide seismic support wires (4 at each location) at the AMDX ceilings in the Dayrooms of Buildings C and D above the Mezzanine
- 37 Walkway. See Attachment 02 - AMDX Seismic Support Detail for the typical detailed locations of seismic support wires at one
- 38 dayroom. Subcontractor to coordinate installation with the metal deck and structural steel subcontractors. Subcontractor to include
- 39 all costs, including early mobilizations to facilitate the installation of this work.
- 40 30. Refer to Attachment 01 – Revised RCPs and Finish Schedules on Project 1. Subcontractor shall provide updated Acoustic Ceiling
- 41 tiles as shown on these sheets including, but limited to:
- 42 a. Corridor C128 (North of Staff Dining) shown on 1.A-113C does not have a ceiling type specified. Provide the ceiling
- 43 type as ACT-4, 12' AFF.
- 44 b. Provide ACT-4 at Building B, C, and D Unit Control Rooms, B100, C100 and D100.
- 45 c. Provide 18GA 24"x48" Security Defender ceiling tiles in Building B Dayrooms in lieu of ACT1S as identified on Sheet
- 46 1.A-113B. In this ceiling type, provide 40 Access Panels to be coordinated with MEPF Subcontractors.
- 47 d. The alcove just south of circulation space A102 shown on 1.A-113A does not have a ceiling type specified. Provide
- 48 ceiling type as ACT-4S, 10' AFF to match the adjacent corridor.
- 49 31. In Buildings C and D, 2'x2' ACT-1 Ceiling Tiles are shown on pages 1.A-122C&D. Provide ACT-4S instead of ACT-1.

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1	32. Subcontractor is responsible for providing ladders, safety planking, ramps, scaffolding, guardrails, lifts, etc. as required for safe	
2	OSHA compliant access for own work.	
3	33. The Subcontractor shall be responsible for access, loading, unloading, hoisting and storage of materials required to complete own	
4	work. Subcontractor shall provide trucking and transportation of materials to the job site.	
5	34. Unless specifically excluded herein, no changes will be allowed for items including completion of details, which would have been	
6	foreseen by an experienced Subcontractor as necessary to provide a complete, coordinated and fully functional component, system	
7	or piece of work.	
8	35. Subcontractor shall obtain a City of Ceres Business License and is responsible for all associated taxes, fees, etc.	
9	36. The Subcontract Sum is calculated as follows:	
10	a. Project 1 Base Bid	\$
11	b. Payment & Performance Bond (1.0%)	\$
12	<hr/>	
13	TOTAL SUBCONTRACT SUM	\$

Continued on Page 3 of 19

 Contractor Subcontractor