



Standard Agreement between General Contractor and Property Owner

Date: 6/8/2012

Job #: 12-0234 kichenBOX Sample

This agreement is between the following parties:

Table with 3 columns: Definition Within, Contractor, Owner. Rows include Name, Street Address, City, State and Zip, Phone, Fax, Email, License #, and Fed Tax ID.

RECITALS

- A. Owner desires to contract with Contractor for renovation or restoration work to be performed at Sample Street, Anywhere, CA (the "Project")...
B. Contractor desires to complete the Project on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Definitions.

Work. As used herein the "Work" shall mean all labor and materials, or both, necessary to perform the Project, to full completion, and shall consist of the components shown on the Plans and Specifications set forth as Exhibit A.

Contract Price. Contractor shall perform the Work and/or supply the materials more fully specified on Exhibit "A" attached hereto and incorporated by reference for the flat "Contract Price" of \$14,052.00, which includes time and materials.

Section 2. Obligations of Contractor.

Contractor agrees to furnish and transport all necessary labor, materials, tools, implements, supplies, building materials and component parts, and appliances required to perform and finish the Work completely in a first class and workmanlike manner...

Section 3. The Work.

- a) Contractor has reviewed the Plans and Specifications and represents that: (i) if the Work is performed in accordance therewith, the Work shall have been constructed in accordance with all applicable state, county, and municipal laws, codes, and regulations...
b) If at any time or times during the process of the Work, Owner desires to add to, alter, deviate from, or make omissions from the Work to be performed under the Plans and Specifications, Owner shall be at liberty to do so and the same shall in no way affect or make void this

Agreement. Any such alterations to the scope of work, or deviations from Plans and Specifications shall be made only in a writing signed by both parties. Any verbal changes in the scope of Work of the Plans and Specifications shall be of no force or effect. Any such alterations, deviations, or omissions that decrease the cost of the Work shall be evaluated on a lump-sum basis and this amount shall be deducted from the Guaranteed Maximum Cost, utilizing the same costing system as that applied to calculate the Guaranteed Maximum Price. Any such additions, alterations, deviations, or omissions that increase the cost of the Work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the Work, and the amount thereof shall be added to the Guaranteed Maximum Cost, utilizing the same costing system as that applied to calculate the Guaranteed Maximum Price. This Agreement shall be considered completed when: (i) the Work is finished in strict accordance with the Plans and Specifications as amended by any written change order (ii) the Owner approves of the Work; (iii) a notice of completion has been recorded; and (iv) the Contractor has received final payment.

- c) Contractor shall at all times operate in good faith to complete the Work in a time efficient manner and in a manner which will minimize and disturbance, noise and inconvenience to the surrounding residents.

Section 4. Contract Time.

Contractor agrees to commence the Work within 20 (twenty) calendar days after receiving written notification to proceed from Owner, and shall complete the Work no later than 7 (seven) calendar days (the "Completion Date"), subject to delays caused by acts of God, inclement weather, theft, vandalism, or other unforeseen events beyond the control of Contractor. Contractor shall carry out the Work at all times with the greatest possible dispatch and diligence. If Contractor has not completed the Work by the Completion Date, then Owner may terminate this Agreement, Contractor shall immediately terminate its Work, Owner may withhold any necessary sum to complete the Work and the Project with another contractor, and in the event withholding such funds is insufficient to complete the Work and the Project, the Contractor will refund to the Owner such funds necessary to complete the Work and the Project within ten (10) days of receipt of written demand.

Section 5. Payment of Contract Price.

A deposit in the amount of \$0 is required upon the execution date of this Agreement. The deposit shall not exceed \$1,000.00 or 10% of the Contract Price.

Owner agrees, in consideration of Contractor's performance of this Agreement, to pay Contractor the Contract Price, immediately upon Contractor's completion of the Work. This sum shall constitute payment in full for all costs incurred by Contractor under this Agreement in performing and completing the Work, including, but not limited to, the costs incurred for insurance, overhead, profit, subcontractor's materials, supplies, bonds (if any are required by Owner), permits and compliance with all building codes and laws, and Social Security, unemployment, sales, use, and all other taxes and costs. If the actual cost to complete the Work exceeds the Contract Price, subject to additions and deductions provided for in this Agreement, Contractor shall pay for such excess at its sole cost and expense and Owner shall have no liability for same. No payment at premium rates for overtime, Sunday, or holiday work shall be included in Contractor's bills to Owner, unless specifically authorized in advance in writing by Owner.

As an additional condition precedent to Contractor's right to receive final payment, Contractor shall discharge and release the Work from any and all claims or liens that may have accrued from the performance of this Agreement and the final building inspection by Owner and the applicable governmental agency shall have been completed and accepted, and shall provide Owner with the following documents: (i) unconditional lien releases from all subcontractors and material suppliers; and (ii) an affidavit from the Contractor that all subcontractors, material men, and every other person with lien rights has been paid in full.

If at any time during the progress of the Work or before the final payment is made, any lien or claim or lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on Owner, and Owner has performed its obligations under this Agreement, then Owner shall have the right to: (i) withhold from any payment due to Contractor an amount sufficient to discharge any and all such liens or claims; (ii) pay the lien holder directly and offset any such amount against the Guaranteed Maximum Cost; and (iii) bond around the lien at Contractor's sole cost and expense.

5.4. Owner reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers if Owner reasonably suspects that Contractor is not making payment to any such subcontractors or suppliers, or to protect Owner from any liens or encumbrances.

Section 6. Warranty.

Contractor guarantees that the Work done under this Agreement will be free from faulty materials or workmanship and will comply with all applicable laws, including but not limited to the Americans with Disabilities Act. Upon receiving notification from Owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to Owner and to Owner's satisfaction, all defects, damages, or imperfections appearing in the Work (including labor and materials) within a period of one (1) year after the date of final completion and acceptance by the applicable governmental agency and Owner of the Work. Payments to Contractor shall not relieve Contractor of these obligations. Contractor will continuously clean the jobsite and grounds around the jobsite, and keep it in a safe, orderly, and neat condition. At the completion of the Work, the entire jobsite will be left in a broom-clean condition. Contractor shall assign all material and parts warranties to the Owner, and shall deliver to the Owner evidence of any such warranties as well as all product information and specifications. Contractor warrants that it is

licensed by the Contractors State Licensing Board, and currently in good standing. The Contractor has made a full investigation of the job site, reviewed the Contract Documents, and investigated all other conditions that might affect the progress of the work and is satisfied as to those conditions.

Section 7. Destruction of Project Property and Termite Damage.

If the Project Property is destroyed or damaged by any accident, disaster, or calamity, including but not limited to fire, storm, flood, landslide, subsidence, or earthquake, or by theft or vandalism, any work done by Contractor in rebuilding or restoring the Project Property shall be paid by Owner as extra work. Contractor is not obligated to perform any work to correct damage caused by termite or dry rot. Any such work shall be paid by Owner as extra work.

Section 8. Independent Contractor.

Contractor agrees to perform the Work as an independent contractor and not as the agent, employee, or servant of Owner. Contractor has and hereby retains the right to exercise full control and supervision of the Work and full control over the employment, direction, method of performing, compensation, and discharge of all persons assisting in the Work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and subcontractors during this Agreement.

Section 9. Miscellaneous.

- (a) Time is of the essence of this Agreement.
- (b) This Agreement shall be governed by the laws of the State of California.
- (c) This Agreement contains all of the covenants, conditions and agreements between the parties and shall supersede all prior correspondence, agreements and understandings, both oral and written. Any amendment, including oral modification, must be reduced to writing and signed by both parties to be effective.
- (d) Should either party employ attorneys to enforce any of the provisions of this Agreement or to protect its interest in any manner arising under this Agreement, or to recover damages for breach of this Agreement, or to enforce any judgment relating to this Agreement and the transaction contemplated hereby, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

Section 10. Mediation.

Any dispute arising of this Agreement shall first be submitted to mediation in an informal attempt to resolve such dispute. The mediation shall be conducted by JAMS/Endispute with a mediator experienced in the area of construction and construction contracts. Any party who first files any claim, including a complaint, without first seeking in good faith to participate in mediation, shall not be entitled to recover its attorney's fees pursuant to Section 9 of this Agreement, regardless of whether such party is the "prevailing party" in any such action.

Section 11. Contractor's License Notice.

Information about the Contractors' State License Board (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:
Visit CSLB's Web site at www.cslb.ca.gov
Call CSLB at 800-321-CSLB (2752)
Write CSLB at P.O. Box 26000, Sacramento, CA 95826

OWNER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE EXECUTION DATE OF THIS AGREEMENT BY BOTH PARTIES (EXTENDED TO THE SEVENTH BUSINESS DAY IN THE EVENT OF A NATURAL DISASTER). IN THE EVENT OF CANCELLATION OF THIS AGREEMENT BY OWNER PURSUANT TO STATUTORY AUTHORITY, CONTRACTOR SHALL IMMEDIATELY REFUND THE DEPOSIT TO OWNER, BUT OWNER SHALL NONETHELESS PAY TO CONTRACT THE REASONABLE VALUE OF GOODS AND/OR SERVICES PROVIDED OR ORDERED BY CONTRACTOR PRIOR TO OWNER'S CANCELLATION.

IN WITNESS WHEREOF, the parties have executed this Subcontract as of the date first set forth above.

General Contractor:

Trinity Renovation, Inc.

By: _____
Name: D. Scott Monday
Title: CEO
Date: _____

Owner:

By: _____
Name: _____
Title: _____
Date: _____



kitchenBOX Sample

06/08/12

Trinity Renovation's Understanding of Scope of Work:

Scope of work:

- Owner to move contents and furnishings.
- Protect home by installing plastic wall and flooring protection.
- Remove and dispose of old countertops, backsplash, sink, faucet, cooktop, hood and any other items owner does not wish to keep.
- Remove and set-aside dishwasher, wall oven, wall microwave and refrigerator.
- Sand, prep and paint existing cabinet boxes, doors and drawers.
- Install new plywood sub-top for granite. (See alternate for extended bar overhang).
- Supply and install new granite countertop with full-height tile backsplash.
- Supply and install new door and drawer hardware on kitchen cabinet doors and drawers. (Material allowance of \$4 per pull included).
- Paint walls and ceilings to color specified by homeowner.
- Supply and install new Kohler Executive Chef K-5942-5U undermount sink any color.
- Supply and install new InSinkErator 3/4 HP Evolution Pro Compact Disposal.
- Supply and install new Kohler Kitchen Sink Faucet K-647 with pull-out sprayer in brushed nickel finish.
- Supply and install new Kohler K1893 soap dispenser in brushed nickel finish.
- Install new appliances provided by homeowner. Reinstall appliances that are to be re-used.
- Supply and install new outlets and switches in white, black or ivory.
- Clean kitchen and make ready for owner to move back in.
- See alternates for extending granite top, renovating lighting, and running gas service to cooktop.

Trinity Renovation's Exclusions (These Items NOT Included in the Budget):

Any items not listed above.

Summary of Project:

Project Name: kitchenBOX Sample
 Project Address: Sample Street, Anytown, CA
 Type of Estimate: Formal Bid - Suitable for a formal contract.

kitchenBOX Price:	\$ 14,052
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Assumed Project Start Date: 07/18/12

Estimated Project Completion Date: 07/26/12

Owner Approval:

Signature: _____
 Printed Name and Title: _____
 Date: _____

Detailed Costs Analysis:

Cost Code	Item Total	Section Total	Note/Sub
01.000 General Conditions		\$ 1,775	
Superintendent	\$ 445		On-site management during job.
Dust Control Labor	\$ 153		Protect home from dust.
Dust Control Material	\$ 159		"
Temp. Toilets & Hand Wash	\$ 108		We will not use your bathroom!
Misc. Supplies	\$ 127		
KitchenBOX Rental	\$ 344		Storage, debris, etc.
Land Fill Fees	\$ 153		Dump debris at project completion.
Janitorial Cleaning	\$ 286		Clean-up after project is complete.
06.000 Carpentry		\$ 1,596	
General Cleanup Labor	\$ 153		Clean-up during the project.
Plywood Subtop Labor	\$ 382		Supports new granite counters.
Plywood Subtop Material	\$ 318		"
Demolition Labor	\$ 229		Remove counters, appliances, etc.
Cabinet Hardware Labor	\$ 305		Supply and install new hardware.
Cabinet Hardware Material	\$ 209		"
09.000 Finishes		\$ 7,843	
Granite Tops	\$ 3,881		Choose from 10 different colors.
Tumbled Tile Backsplash	\$ 914		Choose from an assortment.
Wall Painting Labor	\$ 305		Unlimited color selections.
Wall Painting Material	\$ 159		"
Cabinet Painting Labor	\$ 2,583		Prep, prime, paint, etc.
12.000 Furnishings		\$ 305	
Appliance Labor	\$ 305		
15.000 Mechanical		\$ 2,253	
Plumbing Labor	\$ 2,253		Sink, faucet, garbage disposal, etc.
16.000 Electrical Systems		\$ 280	
Electrical Labor	\$ 153		Switches and plugs.
Electrical Material	\$ 127		"
kitchenBOX Retail Price		\$ 14,052	

Should you have any questions regarding this estimate, please contact your project manager:

Your kitchenBOX Project Manager:	D. Scott Monday
Your Project Manager Cell Phone:	(209) 652-1865
Your Project Manager Email:	smonday@trinityrenovation.com