

**Addendum A**  
**GENERAL CONDITIONS AND TRADE CONDITIONS**  
**Drywall**  
**RoseWood, Manteca**

---

This scope of work is attached to and made part of the above referenced contract and is to include, but is not limited to the following conditions:

**GENERAL CONDITIONS:**

1. Subcontractor shall furnish all labor, material, supplies and equipment, cartage, hoistage, supply and delivery to successfully complete the above mentioned trade or product for homes covered under this contract and in accordance to the aforementioned architect's plans, structural plans, specifications and drawings as well as all applicable laws, codes, ordinances, orders and policies.
2. Subcontractor represents that he is aware of all area building, utility and public work codes, ordinances, orders and policies unique to the locality in addition to CalGreen, Title 24, I.B.C., I.F.C., I.R.C., I.P.C., U.B.C., U.P.C., U.M.C., N.E.C., FHA, and VA as it relates to his trade and has incorporated them in his contract amount.
3. Subcontractor agrees to provide adequate qualified personnel to maintain a production rate as determined by the project schedule and as directed or modified by jobsite superintendent.
4. Extra work shall not be performed without a written purchase order, contract change order or other approved written instrument. Work performed without the above referenced documents **will not be paid.**
5. There shall be no dogs, drugs, alcohol, or loud music on the jobsite. There shall be no smoking or eating inside of homes. There shall be no shoes allowed inside homes after carpet has been installed.
6. **Subcontractor shall clean up daily and remove from site all of his garbage, trash and waste, and leave unit in broom clean condition. Contractor anticipates that Subcontractor will do a complete and thorough clean-up job of debris resulting from his work. Subcontractor will have his own personnel on the job, whom will clean up his work area and remove all the accumulated debris from the job site on a daily basis. In the event that the Subcontractor is not cleaning up adequately, the Contractor at his own option after telephone or email notice to Subcontractor, will clean up debris with the Contractor's own labor or assigned Subcontractor and back charge the actual cost plus labor burden and 10% overhead to the Subcontractor. All work shall be done in a professional workmanship like manner always considering the trades that follow.**

*Contractors Initials:* \_\_\_\_\_

*Subcontractors Initials:* \_\_\_\_\_

7. There shall be no vehicle unloading or parking on concrete driveways, sidewalks, garages or pads with the exception of roof loading, scaffolding and concrete trucks. Anyone in violation of the aforementioned, maybe subject to a \$100 fine.
8. Subcontractor offers a minimum time period of two (2) years from close of escrow for warranty work performed under this contract, per SB 800 requirements.
9. Subcontractor represents all activities performed by his company relating to this contract including offsite debris handling are in conformance with California Proposition 65 and all other federal, state and local laws, codes, ordinances, policies and orders dealing with hazardous waste. Subcontractor further agrees not to dump or spill any chemicals, materials or substances as to contaminate any onsite soil and shall at his own expense, mitigate all claims as directed.
10. Subcontractor shall report to Contractor any deviations, discrepancies or other activities not in conformance to the plans, drawings, specifications, methods or contract documents.

*Subcontractors Initials:* \_\_\_\_\_

11. Subcontractor shall cure all damage caused by his employees, agents, equipment and suppliers within 3 days.
12. Subcontractor shall perform a field inspection for each completed phase of work to assure quality and timely completion.
13. All field changes and clarifications shall be noted on both the Subcontractor's and Contractor's plan, drawings, specifications and contract documents in red, dated and signed by both Contractor's field superintendent and Subcontractor's field superintendent.
14. Subcontractor shall provide prices to Contractor for all Change Order Requests within 3 days of the initial request for pricing. If Contractor has not received the prices for the Change Order Request within the 3 day allotment, Subcontractor will be subject to the price determined by Contractor, and will not receive any additional compensation should the actual price be more.
15. Request for increase on prices (labor and/or material) must be submitted in writing. Contractor will then have 30 working days from date of receipt to reply. If accepted, the start date for the increase will commence on the mutually agreed upon lot release date. No lot released for construction prior to that date will be included in the requested increase.
16. Subcontractor shall pay for all sets of plans Subcontractor requires for construction of the homes and shall include said costs in his contract amount. Contractor will not provide any sets of plans.
17. **Subcontractor agrees to follow and comply with the Storm Water Pollution Prevention Plan (SWPPP) on file with the State Water Resources Control Board. Subcontractor agrees to pay any fines levied by either the city, county or the state relating to non-compliance by his workers.**

Contractors Initials: \_\_\_\_\_

Subcontractors Initials: \_\_\_\_\_

**SAFETY CONDITIONS:**

1. Subcontractor shall not allow his employees to conduct the following activities on construction sites:
  - a) Allow employees to work under the influence of drugs or alcohol.
  - b) Use scaffolding, ladder or tools that are broken, defective, unsafe or used in a manner not intended by the manufacturer.
  - c) Use other Subcontractor's equipment, tools, ladders, scaffolding with or without permission.
  - d) Allow employees to attempt work they are not trained or educated to perform.
  - e) Use hazardous materials as defined by all applicable federal, state and local laws, codes, ordinances, or policies without his/her full knowledge.
  - f) Work in an unsafe manner.
  - g) Per OSHA requirements, hardhats are to be worn at all times and safety glasses are to be worn while operating power tools, failure to do so will result in a \$100 fine deducted from Subcontractor's invoice.
  - h) Workers area is to be kept clean as to not create hazardous working conditions.
2. Subcontractor shall barricade excavation work performed in connection with his contract obligations. Excavations shall not be open over four (4) days. Excavations shall never be left open over weekends unless covered with adequate plating or plywood to prevent accidents.

Subcontractors Initials: \_\_\_\_\_

3. Subcontractor shall advise both Contractor and any affected Subcontractors when hazardous material as defined by all applicable federal, state and local laws, codes and ordinances or policies are being used. This is the sole responsibility of this Subcontractor.
4. Subcontractor shall keep and leave his work area clean of trash and debris at the end of each day.

**TRADE CONDITIONS:**

- 1 All interior walls and ceilings use 1/2" drywall, use 5/8" in garage walls and ceilings with RC channels in ceiling under living space.
- 2 Subcontractor shall complete an airtight seal at all garage to house penetrations.
- 3 All outside corners except windows shall be constructed with metal corner bead and shall be installed in accordance with the U.S.G. handbook, and manufacturer's specifications and recommendations and held no less than 1/2" from the floor.
- 4 All interior ceilings are to be primed with First Coat or equal.
- 5 This Subcontractor shall be responsible for all clean up and floor scraping of his trade and hauling all drywall and related debris properly offsite. All floors not covered with flooring to be left free of any taping mud.
- 6 Caulk all inside corners at punch.
- 7 Floors and windows to be left in a scraped and clean condition. Tubs and showers shall be cleaned of all texture, taping mud and nails.
- 8 This Subcontractor shall screw wallboard to pocket door frames. Screws shall be of proper length so as not to interfere with door operation.
- 9 This Subcontractor, as part of this contract, shall provide punch out work after finish trades are complete and as directed by Contractor.
- 10 All walls to be sanded and metal cleaned subsequent to texture application. In no event shall a home be allowed to remain un-scraped, un-sanded and metal not cleaned one (1) day from texture applications. All horizontal window sills to be smooth with no texture
- 11 Wallboard shall not be installed over areas missing insulation. If this should occur, Drywall Subcontractor will be held responsible for all cost incurred to make any and all corrections.
- 12 Subcontractor shall notify Contractor's field Superintendent of framing problems in need of correction. Subcontractor shall be responsible to correct covered deficiencies at his sole cost.
- 13 All finishing shall be the 3-coat system utilizing the method of tape, top, skim, touch-up, knock down, texture, sand and clean up.
- 14 Mask all sheetrock areas such as tubs, front door, and fireplace. All exhaust fans, HVAC Cans, Refrigerator, Washer Box, and Dryer Box are to be masked off. Remove spillage from floors, especially garage.
- 15 Particular care shall be taken in making cutouts for electrical, phone and TV outlet boxes and plumbing pipes to insure neat and tight fits. Any/all subsequent damages resulting from careless workmanship will be the responsibility of the drywall Subcontractor, and they will be burdened with any/all repair costs.
- 16 Installation shall be nailed to tack drywall in place, but must be screwed to fasten at edges and field as indicated on the plans and as approved by the appropriate governing agencies. Failed inspections must comply within 24 hours.

*Subcontractors Initials:* \_\_\_\_\_

- 17 Entire interior of garage to be sheet rocked with 5/8" - Provide RC channel for garage ceilings at all places with living space over garage or firewall locations. Fire tape garage using one coat all paper and spot all nails and leave smooth. Use Type "W" drywall screws for garage attachments including proper length.
- 18 Excess drywall to be removed one (1) day after nailing inspection and tape boxes and texture material to be removed one (1) day after texture.
- 19 Perform drywall punch days for each home to assure quality per Superintendent standards.
- 20 Subcontractor responsible to re-install temp stair bracing after drywall is installed.
- 21 Bid to be based per current code, plans, scopes and specifications.
- 22 Horizontal drywall to be smooth finish unless otherwise noted.
- 23 Payment percentages will be as follows:
 

Stock	34%
Hang	33%
Texture	33%
- 24 Delivery and installation shall be made in accordance with job superintendents scheduled dates. Subcontractor will confirm scheduled dates with job superintendent via fax or e-mail weekly.

**SPECIAL CONDITIONS:**

Texture styles, patterns and thickness shall be determined by Contractor prior to application. The following shall determine the style of texture:

- A) Walls - Med/Knockdown
- B) Ceilings - Med/Knockdown
- C) Kitchens & Baths - Med/Knockdown
- D) Garages – Tape, Top, Skim, No Texture

The drywall and hang to texture tasks from beginning to finish to be **completed in eight (8) working days.**

See Addendum-C for the list of standard features. Subcontractor will be responsible for including all features included on Addendum-C.

**MY SIGNATURE BELOW ACKNOWLEDGES I AM AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF THE ABOVE REFERENCED SUBCONTRACTOR OR SUPPLIER AND THAT WE HAVE SEEN, READ AND UNDERSTAND THE PLANS, DRAWINGS, SPECIFICATIONS AND DOCUMENTS REFERRED TO IN THIS SUBCONTRACTOR'S AGREEMENT AS WELL AS ON-SITE CHARACTERISTICS AND LIMITATIONS.**

\_\_\_\_\_  
SUBCONTRACTOR

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Subcontractors Initials:* \_\_\_\_\_