



BR Acoustical, Inc.  
6005 Auburn Blvd., Ste. 140  
Citrus Heights, CA 95621  
Contractors License# 817340  
916-729-5940 P or 916-729-5943 F

## ACOUSTICAL CEILING CONTRACT

THIS AGREEMENT, Made as of July 20, In the Year of 2023

Between the Sub Contractor: BR Acoustical, Inc.  
6005 Auburn Blvd., Ste. 140  
Citrus Heights, CA 95621

Owner: California Montessori School  
Sara Meece

For the Project: California Montessori Project  
4709 Buckeye Rd  
Shingle Springs, CA 95682

### ARTICLE 1. SCOPE OF WORK

AT GYM FURNISH AND INSTALL ACOUSTICAL WALL PANELS PER PANEL SIZE LIST BELOW CONSISTING OF QUIET TECHNOLOGY SYSTEM AWP WALL PANELS WITH GUILFORD FR701 2100 FABRIC, SQUARE EDGES INSTALLED WITH IMPALING CLIPS AND ADHESIVE. THIS PRICE IS BASED ON ALL WALLS TO HAVE A 6 FOOT CLEARANCE FROM ALL WALLS FOR ROLLING SCAFFOLDS. WORKING HOURS FROM 7:00 AM TO 3:30 PM MONDAY - FRIDAY PLEASE NOTE: THERE WILL BE NO CUTTING OF PANELS.

- 1.1 Subcontractor has heretofore entered into a contract with said Customer to furnish all **labor, materials and equipment** to perform all work described below according to the construction documents.

Specify Acoustical Wall Panel: QTS AWP Square Edge 1"  
32 EA- 4'X 8'  
2 EA- 4'X 6'  
2 EA- 4'X 4'

Specify Fabric Color: Guilford FR701 Bone #748

**Work Excludes:** Any Backing or Blocking if Required

Initialed by: CA Montessori Project. \_\_\_\_\_ Subcontractor \_\_\_\_\_

## ARTICLE 2. PAYMENT TERMS

2.1 The Owner agrees to pay the Subcontractor within (30 days) after the completion of the work

2.2 ~~Subcontractor understands and agrees that progress payment requests shall be written and given to the contractor/job superintendent before 25<sup>th</sup> of each month project till the end of the month. All work for the portion requested must be completed prior to the request for payment. The Contractor will request a draw and payment will be made to the Subcontractor after the draw is received. Please note that a certificate of Workman's Compensation Insurance must be received before the first payment is made or the contractor will hold a percentage needed to cover the labor portion of the job.~~

2.3 The Total Contract Amount shall be Nineteen Thousand Ninety Two Dollars & 00/100 or \$19,092.00.

## ARTICLE 3. TIME OF COMPLETION

3.1 Subcontractor shall keep both an adequate size and properly trained crew on the job site so as to complete the project within (TBD) and work within the project schedule.

## ARTICLE 4. CHANGE ORDERS

4.1 Subcontractor understands and agrees that no change orders or contract additions will be made unless agreed to in writing by Contractor. If any additional work is performed and not covered in this contract, the Subcontractor proceeds at his own risk and expense. No alterations, additions, or small changes can be made in the work or method of the performance, without the written change order signed by the Contractor and Subcontractor.

## ARTICLE 5. CLEAN-UP

5.1 Subcontractor will be responsible for cleaning up the job on a daily basis, including all generated construction debris, drink cans, food wrappers, and/or other trash. If it becomes necessary, the Subcontractor will be back charged for appropriate clean up by deducting clean up costs from payments.



## **ARTICLE 6. TAXES AND PERMITS**

**6.1** The Subcontractor understands and agrees that he shall be responsible for all taxes, fees and expenses imposed directly or indirectly for its work, labor, material and services required to fulfill this contract. The Subcontractor is responsible for all ordinances and regulations where the work is performed.

## **ARTICLE 7. INSURANCE AND INDEMNITY**

**7.1** The Subcontractor shall maintain, at his own expense, full and complete insurance on its work until final approval of the work described in the contract. The Subcontractor shall not hold the Contractor liable from any and all costs, damages, fees and expenses from any claims arising on the project. Failure of the Subcontractor to maintain appropriate insurance coverage may deem a material breach allowing the Contractor to terminate this contract or to provide insurance at the Subcontractor's expense.

**7.2** To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, Contractor's representatives, agents and employees from all claims, losses, damages and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that such claim, loss, damage or expense is caused in whole or in part by any negligent act or omission of the Subcontractor, anyone directly employed by them or anyone whose acts they are liable for, and attributes to bodily injury, sickness, disease or death, mold growth, or to injury to or destruction of tangible property (other than the work itself) including any resulting loss of use, regardless of whether or not it is caused in part by a party indemnified above.

## **ARTICLE 8. LIQUIDATED DAMAGES**

**8.1** If the project is not substantially completed on the stated completion date, the Subcontractor shall pay to the Contractor the sum of (\$ 0.00) for each calendar day of inexcusable delay until the work is substantially completed, as liquidated damages.

## **ARTICLE 9. WARRANTY**

**9.1** Subcontractor shall warranty all labor, materials and equipment furnished on the project for (One Year) against defects in workmanship or materials utilized. The manufacturers warranty will prevail. No legal action of any kind relating to the project, project performance or this contract shall be initiated by either party against the other party after (One Year) beyond the completion of the project or cessation of work.

## **ARTICLE 10. HAZARDOUS MATERIALS, WASTE AND ASBESTOS**

**10.1** Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions, and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials the Subcontractor shall notify the Contractor/Owner immediately and allow the Contractor/Owner to contract with a properly licensed and qualified hazardous material contractor.

**ARTICLE 11. ARBITRATION OF DISPUTES**

**11.1** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**ARTICLE 12. ATTORNEY FEES**

**12.1** In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

**ARTICLE 13. ACCEPTANCE**

BR Acoustical, Inc.  
Bret Rapozo, President

California Montessori Project.

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

We need deposit check.  
\$1909.00

Initialed by: CA Montessori Project \_\_\_\_\_ Subcontractor \_\_\_\_\_