



GENERAL CONDITIONS

From this point on; all reference to the term “contractor” refers to Cactus Construction & Remodeling

1. The Work. Subcontractor shall perform the Work at the Project in a good and workmanlike manner in accordance with the Plans and Specifications, and approved Change Orders, and otherwise in strict accordance with the Contract Documents (collectively, “Subcontractor’s Work”).

2. Time of Commencement and Completion. Subcontractor’s Work shall be commenced no later than the Commencement Date and Subcontractor shall thereafter diligently pursue completion of Subcontractors Work and shall satisfy all conditions to receipt of final payment (as described in Paragraph 7 below) no later than the Completion Date.

3. Execution and Progress of Work. Subcontractor agrees to furnish and pay for all materials, supplies, equipment, tools, machinery, labor and other goods and services necessary to perform Subcontractor’s Work.

Subcontractor shall prosecute Subcontractor’s Work with due diligence and without delay, and shall not in any manner, by delay or otherwise, interfere with the Work of Contractor or other Subcontractors. Subcontractor shall take appropriate precautions to protect the Work of other subcontractors and Contractor at the Project from damage or delay caused by Subcontractor’s Work. Subcontractor shall cooperate with Contractor and other subcontractors whose work might interfere with Subcontractor’s Work. Contractor may withhold or offset all or any part of a payment due to Subcontractor to the extent necessary to protect Contractor from loss resulting from damage to Contractor’s or another subcontractor’s Work caused by Subcontractor. Time is of the essence in the performance of this Contract.

If Contractor temporarily postpones prosecution of Subcontractor's Work for any reason whatsoever, Contractor shall not be responsible for, and Subcontractor hereby releases and discharges Contractor from, any liability for damages or expenses which may be caused to or sustained by Subcontractor by reason of such cessation of Subcontractor's Work. Contractor shall not be liable to Subcontractor for any costs incurred by Subcontractor, its sub-Subcontractors or vendors for delays in the prosecution of the Work occasioned by acts, conduct or omission of Contractor, Contract Administrator, or its or their employees, sub-Subcontractors or vendors.

Completion of Subcontractor's Work ("Completion") shall be the date that Subcontractor's Work has been finally approved in writing by all governmental agencies and utility providers having jurisdiction, or if all or any portion of Subcontractor's Work is not subject to approval by governmental agencies or utility providers then Completion shall be the date that Subcontractor's Work is approved in writing by Contractor.

Subcontractor shall be responsible for obtaining written acceptance or approval of Subcontractor's Work by all governmental bodies, public authorities or applicable utility providers.

4. Extras; Change Orders. Without invalidating the Contract, Contractor may order changes in Subcontractor's Work consisting of additions, deletions or modifications; however, no extra Work performed under this Contract shall be recognized, nor shall Contractor be obligated to pay for any such Work, unless agreed to in a written change order (a "Change Order"), signed by Subcontractor and Contractor. Any such Change Order shall specifically describe the proposed modification to Subcontractor's Work and any related price adjustment or adjustment to the Completion Date. No verbal changes shall be binding upon either party. Any Change Orders which relate to portions of Subcontractor's Work for which unit prices are identified in the Contract Provisions shall cause the Contract Price to be appropriately adjusted based upon such agreed to unit prices. The cost or credit to Contractor resulting from a Change Order which does not relate to portion of Subcontractor's Work for which unit prices are identified in Paragraph Q of the Contractor and Subcontractor.

5. Site Conditions. Subcontractor represents to Contractor that it has reviewed the Plans and Specifications, visited the Project, familiarized itself with the conditions under which Subcontractor's Work is to be performed, including, without limitation, the surface conditions of the land, and has taken all such matters into consideration in agreeing to the Contract Price (including all unit prices which comprise, or serve

as the basis of, any portion of the Contract Price). Unless otherwise provided in Special Conditions or Technical Provisions, Subcontractor shall bear any extra cost or expense which may arise out of the soil conditions, other physical conditions of the site or location thereof, and the various requirements of the appropriate governmental authorities, and the existence of such conditions or problems, if any, shall not constitute cause for the reformation, rescission or termination of this Contract or modification of the Contract Price. The soils report (if any) provided by Contractor provides information only for comparison bidding. Contractor does not warrant the information contained in the soils report (if any). Subcontractor agrees to hold harmless Contractor from any additional costs, which may be incurred in encountering latent physical conditions unknown to Contractor.

6. Progress Payments. Contractor shall pay Subcontractor in periodic payments pursuant to the terms and provisions hereof. Payments to Subcontractor shall be made in installments based upon percentage of completion and pursuant to a written application for payment executed by Subcontractor in substantially the same form as the Application for payment attached. Each Statement shall state the percentage of the entire Subcontractor's Work which is complete through the date of the Application, the amount of payment requested, the percentage of the total Contract Price represented by the Application, and shall otherwise be in a form satisfactory to Contractor. Each Application shall be certified by Subcontractor and Construction Administrator and shall be supported by such invoices, paid receipts, bills or other items as Contractor may reasonably request.

Following receipt of each Application, Contractor shall have the right to verify the accuracy of the amounts requested in the Application and make adjustments thereto, as appropriate to account for discrepancies and defective or incomplete Work. The Application shall be deemed approved and certified for payment after (14) days from the date of submission unless before that time Contractor prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this Contract. Following receipt of a completed Application and all documentation required in connection therewith, and so long as Subcontractor is not then in default under this Contract, Contractor shall disburse to Subcontractor ninety percent (90%) of the amount set forth in the Application, as adjusted by the Contractor if necessary, and retain the balance pending completion of Subcontractor's Work.

No progress payment shall be made to Subcontractor unless Subcontractor furnishes to Contractor conditional lien waivers for the portions of Subcontractor's Work covered by such Application, and unconditional lien waivers for the portions of Subcontractor's Work covered by the prior Application, executed by Subcontractor

and all others providing labor or materials on or to the Project or who may have filed preliminary 20-day notices with Contractor or Owner.

7. Final Payment. Final payment, constituting the entire unpaid balance of the Contract Price (including all previously retained amounts) shall be paid to Subcontractor after all of the following have occurred: (i) the final Application for payment and all required supporting materials have been provided to Contractor; (ii) Subcontractor's Work has been fully completed in accordance with the Contract Documents and Subcontractor has fully performed all of its obligations under this Contract; (iii) authorities from all applicable governmental agencies and utilities shall have finally inspected and approved all of Subcontractor's Work; and (iv) Subcontractor shall have provided to Contractor full and final unconditional lien releases and waivers executed by Subcontractor and all others providing labor or materials on or to the Project or who may have filed preliminary 20-day notices with Contractor or Owner.

8. Warranties. Subcontractor expressly warrants and guaranties to Contractor and Owner that the materials, supplies and other items furnished under or used in connection with this Contract will be good quality and new unless otherwise required or permitted by this Contract, Subcontractor's Work will be free from defects, that Subcontractor's Work will be performed in a good and workmanlike manner and will be of a quality at least equal to that generally achieved in other similar projects in the community, and that Subcontractor's Work will also conform to all other requirements and specifications set forth in this Contract and to all applicable requirements, laws, rules, ordinances, and orders of any governmental body, public authority or applicable utility provider. Work performed by Subcontractor which does not conform to these requirements, including substitutions not properly approved and authorized, may at Contractor's election be deemed defective.

If any faulty or defective materials or workmanship are discovered, Contractor shall give written notice thereof to Subcontractor requesting that Subcontractor remedy or repair the defect at the sole expense of Subcontractor. Subcontractor shall commence such repair or remedy within forty-eight (48) hours after receipt of notice from Contractor (or immediately if designated as an emergency by Contractor) and Subcontractor shall thereafter diligently pursue said repair or remedy to completion. This warranty is intended to add and does hereby obligate Subcontractor to perform all corrective work or services, which may be reasonably requested by Contractor. Neither Final Payment nor any other provision of this Contract shall relieve Subcontractor of the sole responsibility or such corrective work. Any claim by Contractor against Subcontractor for any breach of the foregoing warranty shall be made within one (1) year of the date of the completion of Subcontractor's Work. This warranty shall be in addition to and not in lieu or limitation of any other

warranty or remedy required by law or by this Contract.

9. Clean-Up and Storage. At all times through the final completion of Subcontractor's Work, Subcontractor shall keep the Project and surrounding area free from the accumulation of waste materials, debris or rubbish caused by or resulting from operations performed pursuant to this Contract; and upon the final completion of Subcontractor's Work, Subcontractor shall remove all waste materials, debris and rubbish from and about the Project, as well as its equipment, tools, machinery, and surplus materials and supplies. Should Subcontractor fail to comply with any aspect of the foregoing within one (1) working day after receiving notice from Contractor to do so, then Contractor may, at Subcontractor's expense, take such steps as Contractor deems appropriate to cure Subcontractor's failure. Subcontractor, at its sole risk, shall store materials and equipment necessary for the completion of Subcontractor's Work in temporary facilities supplied by Subcontractor in locations approved by Contractor, and only in such amounts as reasonably necessary to perform its Work under this Contract. Subcontractor assumes the risk of loss occasioned by fire, theft or other damage to materials, machinery, tools, and equipment stored at Project.

10. Laws, Rules, and Regulations. Subcontractor shall comply with all applicable federal, state, local and other laws, ordinances, rules regulations, orders and requirements, as same may be amended from time to time, including but not limited to, all applicable building codes, unemployment compensation, worker's compensation, social security, environmental, tax, occupational safety, and immigration laws and regulations, and all other laws, ordinances, rules, regulations, orders and requirements of any governmental body or public authority having jurisdiction over Subcontractor's Work or the safety of persons or property. Subcontractor shall at all times comply with all construction and safety requirements reasonably established from time to time by Contractor and by any property Contractors' association having jurisdiction over the Project.

11. Taxes, Fees and Contributions. Subcontractors agrees to be responsible for all sales, use or similar taxes, fees and contributions imposed by any federal, state, county, town, or other governing body with respect to Subcontractors obligations under this Contract or to the materials, supplies, equipment, tools, machinery, wages, labor or other goods or services incurred or furnished by Subcontractor by virtue of this Contract. If Contractor is held liable for any such taxes, fees or contributions, Subcontractor agrees to promptly supply Contractor with all the records necessary to compute same and reimburse Contractor for any amount thereof (including penalties and interest) within ten (10) days after demand by Contractor.

12. Subcontractor's Subcontractors, Suppliers or Materialmen. Subcontractor agrees (i) to pay in a timely manner all amounts due to persons and entities that Subcontractor causes to provide materials, supplies, equipment, tools, machinery, labor or other goods or services in connection with this Contract; and (ii) not to allow any liens or other encumbrances to be created or maintained against the Project or any improvements, fixtures or property located thereon. If Subcontractor fails to pay any such person or entity in a timely fashion or allows any such lien or encumbrance to be created or maintained, Contractor may make payment directly to such person or entity or make sure other payment as is necessary to remove the lien or encumbrance.

Contractor shall have the right, prior to making any payments otherwise due or owing or claimed to be due or owing to Subcontractor, to require Subcontractor to provide such information, documents or assurances as Contractor deems appropriate from Subcontractor or other persons or entities, including but not limited to Subcontractor's subSubcontractors, suppliers or materialmen, to allow Contractor to determine if payment should be made. Contractor shall also have the right to make payments under this Contract in the form of joint checks to Subcontractor and one or more other persons or entities, including but not limited to Subcontractor's subSubcontractor, suppliers or materialmen.

If Contractor makes any payment pursuant to the terms of Paragraph 12(a), Subcontractor shall be liable to Contractor for the amount of such payment, and Subcontractor shall reimburse Contractor for said amount within ten (10) days after demand by Contractor therefore.

No provisions of this Contract, nor any payments made by Contractor to any person or entity other than Subcontractor (including to any of Subcontractor's subSubcontractors, suppliers, or material men) shall make any such person or entity a third-party beneficiary of this Contract or otherwise grant any such person or entity any contractual or other rights against Contractor.

13. Requirement of Contract Bonds. A surety company or companies duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona shall execute each performance bond and payment bond. Said company or companies shall be rated "Best A-" or better, as currently listed in most recent Best Key Guide, published by the A. M. Best Company. In addition, Contractor and Owner shall be named as obliges under the bonds.

14. Indemnification. To the fullest extent permitted by law, Subcontractor shall protect, indemnify, hold harmless and defend Contractor and its agents, employees and other representatives or assignees (all of whom are intended beneficiaries of

this Contract) for, from and against any claims, demands, liabilities, damages, penalties, losses, suits, judgments and expenses, including but not limited to attorney's fees and expenses arising out of or relating to (i) this Contract or its performance or nonperformance by Subcontractor; (ii) any breach by Subcontractor of any covenant or obligation under this Contract; (iii) any acts or omissions of Subcontractor, anyone directly or indirectly employed by Subcontractor including subSubcontractors, or any other person or entity for whose acts Subcontractor may be liable; or (iv) Contractor's negligent failure to discover or remedy a dangerous condition created by Subcontractor, regardless of whether said claims, demands, liabilities, damages, penalties, losses, suits judgments and expenses shall be based upon contract, patent infringement, personal injury, death, property damage or otherwise, and regardless of whether it is caused in whole or in part by any party indemnified hereunder, including, but not limited to, the negligence of Contractor or its agents or employees; provided, however, that such indemnity shall not extend to matters caused by Contractor's sole negligence or intentional misconduct. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amounts or type of damages, compensation, or benefits payable by or for Subcontractor under any Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts. If any matters arise that are subject to the foregoing indemnification, Contractor may withhold all or part of any payments for Subcontractors Work that might otherwise be due or owing until all such matters have been adjusted or otherwise resolved to the satisfaction of Contractor.

15. Subordination. Subcontractor agrees that any lien rights of Subcontractor arising from any Work contracted for herein, or to which Subcontractor may otherwise be entitled by law, and, to the extent possible, any such lien rights of third parties employed or similarly contracted with by Subcontractor in connection herewith, shall forever and at all times be subordinate and inferior to the lien of any deed of trust, mortgage or other security instruments encumbering the Project and securing a loan or loans, the proceeds of which, or any portion thereof, are intended to finance the improvement of the Project.

16. Insurance. The Subcontractor, at its own expense, shall procure and maintain in full force and effect during the performance of this Contract the following policies of insurance:

1. **Statutory Workers Compensation Insurance and Employer's Liability Insurance** with a minimum limit of \$500,000 (each accident). Subcontractor shall provide Contractor with a waiver of subrogation from the Subcontractor's carrier.

2. **Commercial General Liability Policy (including Completed**

Operations) with no exclusion for Explosion, Collapse and Underground (XC&U) at the following policy limits:

- 1,000,000 Per Occurrence
- 2,000,000 Per Project General Aggregate
- 2,000,000 Products/Completed Operations Aggregate
- 1,000,000 Personal Injury

During the express warranty period referred to in these Contract Documents, Subcontractor agrees to maintain said Comprehensive General Liability Insurance, including Completed Operations and Products Liability coverage.

Prior to commencement of the Work described in this Contract, Subcontractor agrees to deliver to Contractor, without expense to Contractor, a certificate in the form attached hereto from Subcontractor's insurance companies which shall certify, when applicable, the following:

1. That each said policy is then in full force and effect and the expiration date and limits thereof.
2. That Each said policy shall not be cancelled or materially changed without thirty (30) days prior written notice to Contractor.
3. The Owner, Contractor and/or Construction Administration are identified as Additional Insured under Subcontractor's policy with respect to claims arising out of the Subcontractor's Work and that such additional insured endorsements are issued by the insurer providing the policies set forth in Paragraph 2, 3, and 4, above.
4. That Contractor, and/or Construction Administrator may have or may procure for its own account, non-contributing insurance without notice to Subcontractor's insurance company and without prejudice to Subcontractor's insurance. Any such insurance procured by Contractor, and/or the Constuction Manager shall not be called upon for contribution with the insurance afforded by Subcontractor's policy. The Subcontractor's policy shall be considered primary insurance as to Contactor and/or the Construction Manager in connection with the Work of the insured arising out of, or in connection with, its Contract with Contractor.

All insurance policies required to be procured and maintained by Subcontractor shall be issued by insurance companies with an AM Best Rating of not less than AVIII and which are authorized to so business in Arizona.

Before Subcontractor shall commence the Work and before any subSubcontractor shall commence Work under any subcontract, Subcontractor shall deposit or cause such subcontract to deposit a certificate with Contractor evidencing each policy if insurance is required above.

17. Codes, Permits, Hazardous Materials. Subcontractor, its agents, employees and Subcontractors, and their agents and employees shall not, at any time, cause or permit any hazardous substances to be used upon, stored or handled on or about the Project for any purpose except as specifically required by the Plans and Specifications. If Subcontractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl ("PCB") which has not been rendered harmless, Subcontractor shall immediately stop Sucontractor's Work in the affected area and report the condition to Contractor in writing . Subcontractor's Work in the affected area shall resume in the absence of asbestos or PCB, or when it has been rendered by written agreement of Contractor and Subcontractor.

Subcontractor shall promptly notify Contractor in writing if it becomes aware of any release of hazardous substances on the Project, specifying the nature and quantity of the release, location of the release, and the measures taken to contain and clean up the release and ensure that future releases do not occur.

Subcontractor, its agents, employees, Subcontractors and their agents and employees, shall at all times be in compliance with all applicable, state, federal, and local environmental and safety laws and regulations, and shall obtain and maintain all permits, licenses and authorizations required for Subcontractor's Business, equipment and operations on and in connection with Subcontractor's Work.

18. Representations and Warranties. Subcontractor represents and warrants that Subcontractor and any subSubcontractor utilized by or as a result of any act of Subcontractor are, and at all times during the term of this Contract will be, licensed Subcontractors in good standings with the State of Arizona Registrar of Contactors.

Subcontractor shall cause the benefit of any warranties, guarantees or representations made or normally made by any of its subSubcontractors, suppliers or material men to be assigned by such subSubcontractors, suppliers or material men to Contactor or Contractor's assignee.

Subcontractor represents and warrants that the person signing this Contract has the authority to execute this Contact on behalf of Subcontractor.

19. Subcontractor Non-Assignment. Subcontractor may not assign, in whole or

part, its rights nor delegate its duties or obligations under this Contract. Any attempt by Subcontractor to make any such assignment or deligation shall constitute an immediate material breach of this Contract by Subcontractor.

20. Contractor Assignment. Subcontractor acknowledges and consents to the assignment by Contractor of Contractor's rights under this Contract, together with all extensions, renewals, modifications, supplements or replacements hereto.

Subcontractor shall render all acts and performances required of Subcontractor under the terms of this Contract directly to Contractor's nominee (hereinafter referred to as the "Nominee") as Contractor may direct upon receipt of written notice from Contractor or the Nominee that such performance is required of Subcontractor. Contractor hereby relieves Subcontractor from any liabilities to Contractor, which Contractor might otherwise have or assert by reason of Subcontractor's rendering performance hereunder to the Nominee.

Subcontractor's obligations under this paragraph 20 are conditioned upon the following: (a) neither the assignment of this Contract nor the provisions of this paragraph 20 shall give the Nominee any greater rights under this Contract than those of Contractor, (b) Subcontractor shall receive written notice from Contractor or the Nominee requiring such performance, and the Nominee shall perform the obligations of Contractor under this Contract. The Nominee shall have no responsibility to perform of its obligations of Contractor under this Contract if it does not require Subcontractor's performance of its obligations hereunder.

Following receipt of notice from Contractor of Contractor's assignment to a specific Nominee (such notice to include the name and address of the Nominee), Subcontractor shall promptly notify the Nominee in writing of any default, breach or failure of performance by Contractor under this Contract. If Subcontractor fails to timely do so, Subcontractor may not withhold its full performance of this Contract to the Nominee as a result of such default, breach or nonperformance.

Notwithstanding any contrary provisions in this Contract, the Nominee shall be and is an intended third party beneficiary of the provisions of this Contract.

21. Default and Remedies. Except as otherwise provided herein, if Subcontractor shall be in breach of any of the provisions hereof or otherwise fail to perform any of its obligations as set forth in the Contract Documents, Contractor may give Subcontractor written notice of default specifying the breach or failure to perform and stating that if Subcontractor fails to eliminate the breach for failure to perform within two (2) working days thereafter, or within twelve (12) hours following receipt of such notice in the event of an emergency, Subcontractor shall then be in default

of this Contract.

It is mutually recognized that Contractor will suffer substantial financial loss if Subcontractor fails to timely perform Subcontractor's Work or if Subcontractor has not completed Subcontractor's Work by the Completion Date. Because it would be impracticable or extremely difficult to fix the actual damage to Contractor in the event of a breach of this Contract by Subcontractor which caused a delay in the performance of Subcontractor's Work, the parties hereby agree that an amount equal to the product of the Liquidated Damages Per Diem multiplied by the number of calendar days of delay shall be irrefutably presumed to be the amount of damages sustained by Contractor as a result of such breach and shall be paid by Subcontractor to Contractor within five (5) days following receipt of written demand therefore. The amount of such liquidated damages may, at the option of Contractor, be applied against any amount due Subcontractor hereunder. The remedy herein provided is intended to be the sole remedy available to Contractor to compensate Contractor for Subcontractor's failure or delay in the timely performance of Subcontractor's Work, but is not applicable to, nor intended to limit remedies available to Contractor an account of any other breach or default hereunder by Subcontractor which results in something other than a delay in performance.

If Subcontractor shall fail to eliminate a breach or failure to perform within the cure period referred to in subparagraph (a) above, Contractor may take any and all of the following actions:

- I. Contractor may direct Subcontractor to vacate the Project and promptly cease all Work and cause the Work to be completed or remedied by other Subcontractors, as Contractor deems necessary to ensure prompt completion of Work.
- ii. Contractor may, at Subcontractor's expense, perform any of Subcontractor's obligations under this Contract necessary to eliminate Subcontractor's breach or cure Subcontractor's failure to perform.
- iii. Contractor may terminate the rights and privileges of Subcontractor under this Contract and pursue remedies as are available to Contractor at law or in equity.

Any expenses incurred by Contractor in connection with the remedy or cure of Subcontractor's breach or failure to perform its covenants and obligations under this Contract shall be reimbursed to Contractor by Subcontractor within ten (10) days following receipt of demand therefore.

The rights and remedies provided by this Contract are intended to be cumulative and not exclusive, and are in addition to and not in lieu of such other rights and remedies as may be available at law or in equity. Each party shall have the right in its sole discretion to exercise, or refrain from exercising, such rights or remedies or combinations thereof as that party deems appropriate. Notwithstanding anything in this Contract to the contrary, Contractor's payment to Subcontractor or to any other person or entity of any amount due or owing (or claimed to be due or owing) under or in connection with this Contract does not constitute an approval of any work performed or of any goods or services provided, and also does not constitute a waiver of any Contractor's rights or remedies under this Contract or otherwise. No Waiver by a party of any rights or remedies hereunder shall be considered a waiver of any other or subsequent rights or remedies by that party: no delay or omission in the exercise or enforcement of any rights or remedies by that party shall constitute a waiver of the same or any other or subsequent rights or remedies by that party; and no exercise or enforcement of any rights or remedies by a party shall constitute an election of rights or remedies by that party or a waiver of any other subsequent rights or remedies by that party.

22. Termination Without Cause. Contractor reserves the absolute right to terminate this Contract at any time without cause. In the event of termination without cause, Subcontractor shall be entitled to payment of an amount (not to exceed the Contract Price), which shall be calculated as follows: (i) Subcontractor's cost for that part of Subcontractor's Work actually completed by Subcontractor and accepted by Contractor; plus; (ii) other reasonable costs actually incurred by Subcontractor in connection with termination; plus (iii) an amount equal to five percent (5%) of the unpaid balance or the Contract Price (or unpaid portion of the bid amount if the Contract Price is based upon field measurement) to fully compensate Subcontractor for all loss anticipated to be suffered by Subcontractor as a result of such termination; less (iv) the amount of any payments made to Subcontractor prior to date of termination of this Contract. Subcontractor shall not be entitled to, and hereby fully waives and releases Contractor from any claim or lien against Contractor for, any additional compensation or damages arising in connection with such termination.

As a condition to receiving the payment referred to in subparagraph (a) above, Subcontractor shall execute and deliver to Contractor all documents and instruments, and take all steps, including the legal assignment of its contractual rights, as Contractor may reasonably require for the purpose of fully vesting in Contractor the rights and benefits of Subcontractor under any contracts or agreements entered into by Subcontractor in connection with its performance of its obligations under this Contract.

23. Written Notice. All written notices relating to this Contract must be delivered to the persons and at the addresses set forth in this Contract or to such other persons or addresses as either party may specify in a written notice to the other. Any written notices required to be given under this Contract may be (i) personally delivered (or sent by facsimile transmission) wherein such notice shall be deemed given when received; or (ii) sent by United States mail wherein notice shall be deemed given two (2) business days after deposit in the United States mail, Properly addressed and with postage prepaid.



I HAVE RECEIVED A COPY OF THE GENERAL CONDITIONS . I HAVE READ AND FULLY UNDERSTAND THE GENERAL CONDITIONS PROVIDED TO ME BY CACTUS CONSTRUCTION & REMODELING.

DATE: _____

SIGNATURE: _____

COMPANY NAME: _____

COMPANY ADDRESS _____

COMPANY PHONE NUMBER: _____

JOB NAME: _____

JOB ADDRESS: _____

29850 N. VARNUM QUEEN CREEK, AZ 85242
480-987-2295 OFFICE
480-882-9865 FAX