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Superior Court of California,
County of San Diego
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Attorneys for Plaintiff
GERDAU REINFORCING STEEL

SUPERIOR COURT OF THE STATE OF CALIFORNIA
SAN DIEGO COUNTY, NORTH COUNTY DIVISION

GERDAU REINFORCING STEEL, a Delaware
general partnership

Plaintiff,

v.

ARCIERO BROTHERS, INC., a California
corporation; PHILADELPHIA INDEMNITY
INSURANCE COMPANY, a Pennsylvania
insurance business corporation; KAISER
FOUNDATION HOSPITALS, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE # 37-2014-00022393-CU-BC-NC

COMPLAINT FOR:

- (1) BREACH OF CONTRACT;
- (2) OPEN BOOK;
- (3) ACCOUNT STATED;
- (4) REASONABLE VALUE;
- (5) BREACH OF STATUTORY DUTY;
- (6) CONTRACTOR'S LICENSE BOND;
- (7) ENFORCEMENT OF MECHANIC'S
LIEN
- (8) ENFORCEMENT OF PAYMENT
BOND
- (9) ENFORCEMENT OF STOP NOTICE

**UNLIMITED CIVIL
JURY TRIAL DEMANDED**

IMAGED FILE

Plaintiff GERDAU REINFORCING STEEL ("GERDAU" or "Plaintiff") alleges as follows:

GENERAL ALLEGATIONS

1. GERDAU is and at all time relevant to this action was a general partnership organized and existing under the laws of the State of Delaware with its principal place of business in San Diego County, California, and was properly licensed by the State of California to engage in the business of reinforcing steel contracting.

2. GERDAU is informed and believes and on that basis alleges that Defendant ARCIERO BROTHERS, INC. ("ARCIERO") is and at all times mentioned was a corporation duly

1 organized and existing under and by virtue of the laws of the State of California, and doing business
2 in the County of San Diego.

3 3. GERDAU is informed and believes and on that basis alleges Defendant
4 PHILADELPHIA INDEMNITY INSURANCE COMPANY ("PIIC") is and at all times mentioned
5 was an insurance business corporation organized and existing under and by virtue of the laws of the
6 State of Pennsylvania, and is qualified to transact business as a surety upon bonds and undertaking
7 in the State of California, and was doing business in the State of California.

8 4 GERDAU is informed and believes, and on that basis alleges Defendant KAISER
9 FOUNDATION HOSPITALS, INC. ("KAISER") is and at all time relevant to this action was a
10 corporation duly organized and existing under and by virtue of the laws of the State of California, and
11 doing business in the County of San Diego.

12 5 GERDAU is unaware of the true names, capacities, or basis for liability of Defendants
13 DOES 1 through 100, inclusive, and therefore sues defendants by their fictitious names. GERDAU
14 will amend this Cross-Complaint to allege their true names, capacities, or basis for liability when the
15 same has been ascertained. GERDAU is informed and believes and thereon alleges that Defendants
16 DOES 1 through 100, inclusive, and each of them, are in some manner liable to GERDAU, or claim
17 some right, title or interest in the real property and work of improvement known as Kaiser Medical
18 Office Building, Oceanside, that is located at 1302 Rocky Point Drive, Oceanside, CA 92056
19 ("Project") that is junior or inferior to that of GERDAU, or both.

20 6. At all times relevant to this action, each Defendant, including those fictitiously named,
21 was the agent, servant, employee, partner, joint venturer, or surety of the other Defendants and was
22 acting within the scope of said agency, employment, partnership, venture or suretyship, with the
23 knowledge and consent or ratification of each of the other Defendants in doing the things alleged
24 herein.

25 FIRST CAUSE OF ACTION

26 (Breach of Contract Against Defendants ARCIERO and DOES 1 through 10)

27 7. GERDAU hereby incorporates by reference each and every allegation contained in
28 paragraphs 1 through 6 of this Complaint as though set forth fully herein.

1 8. GERDAU is informed and believes and on that basis alleges that at all times relevant
2 to this action KAISER and DOES 16 through 20, and each of them, were, and still are, the owners
3 or reputed owners of the work of improvement and real property that is the subject of this action.

4 9. GERDAU is informed and believes and thereon alleges that ARCIERO and DOES 1
5 through 10, and each of them, entered into an agreement (hereinafter "Prime Contract") with
6 KAISER and DOES 16 through 20, and each of them, to construct the work of improvement generally
7 referred to as the Kaiser Medical Office Building Oceanside located at 1302 Rocky Point Drive in
8 Oceanside, California (hereinafter "Project").

9 10. On or about April 23, 2013, GERDAU entered into a written agreement (hereinafter
10 "Subcontract") with ARCIERO and DOES 1 through 10, and each of them, to provide labor,
11 materials, services and equipment for the reinforcing steel scope of defined therein for an agreed
12 upon price of \$56,540.00 subject to additions and deduction for changes in the work. The foregoing
13 Subcontract incorporated numerous documents which are too voluminous to attach hereto and will
14 be produced during discovery. However, the principal portions of the Subcontract are attached hereto
15 as Exhibit A and Incorporated herein by this reference

16 11. Between April 2013 and March 2014, ARCIERO and DOES 1 through 10, and each
17 of them, requested from GERDAU additions, deductions and/or changes to GERDAU's work to be
18 performed under the Subcontract resulting in a total adjusted price due GERDAU in excess of
19 \$60,242.00, subject to proof at trial.

20 12. GERDAU has fully performed all conditions, covenants, and promises required on its
21 part to be performed in accordance with the terms and conditions of its Subcontract with ARCIERO
22 and DOES 1 through 10, and each of them.

23 13. Defendants ARCIERO and DOES 1 through 10, and each of them, breached their
24 Subcontract with GERDAU by, inter alia, failing to pay GERDAU in a timely fashion as required;
25 failing and refusing to pay GERDAU amounts due and owing despite demand therefor; and/or failing
26 to equitably compensate GERDAU for additional work and costs necessitated by requested changes
27 to GERDAU's scope of work.

28 14. As a direct and proximate result of the breach of the Subcontract by Defendants

1 ARCIERO and DOES 1 through 10, and each of them, GERDAU has suffered damages in a sum in
2 excess of \$51,565.10, plus interest and attorney's fees and costs, all according to proof at the time of
3 trial. GERDAU has been compelled to retain the law firm of Carlin Law Group, APC to prosecute
4 this action and seeks recovery of all attorneys fees and costs related thereto as provided by contract.

5 **SECOND CAUSE OF ACTION**

6 **(Open Book Account Against Defendants ARCIERO and DOES 1 through 10)**

7 15. GERDAU hereby incorporates by reference each and every allegation contained in
8 paragraphs 1 through 14 of this Complaint as though set forth fully herein.

9 16. Within the last two years, and within California, Defendants ARCIERO and DOES
10 1 through 10, and each of them, became indebted to GERDAU on an open book account for the
11 principal sum in excess of \$60,242.00 for certain labor, material, equipment, supplies and/or services
12 provided to said Defendants by GERDAU pursuant to their Subcontract.

13 17. To date, Defendants ARCIERO and DOES 1 through 10, and each of them, have paid
14 GERDAU \$8,676.90.

15 18. There is now due, owing and unpaid to GERDAU from said Defendants a sum in
16 excess of \$51,565.10, all according to proof at the time of trial.

17 **THIRD CAUSE OF ACTION**

18 **(Account Stated Against Defendants ARCIERO and DOES 1 through 10)**

19 19. GERDAU hereby incorporates by reference each and every allegation contained in
20 paragraphs 1 through 18 as though set forth fully herein.

21 20. Within the last two years, at the special instance and request of Defendants ARCIERO
22 and DOES 1 through 10, and each of them, GERDAU provided certain labor, material, equipment,
23 supplies and/or services to said Defendants for the use and incorporation into the Project.

24 21. Commencing on or about April 23, 2013, and periodically thereafter, a written
25 statement of account was given from GERDAU to said Defendants ARCIERO and DOES 1 through
26 10, and each of them, by which an account was stated between GERDAU and said Defendants in an
27 amount in excess of \$60,242.00.

28 22. To date, only a portion of the \$60,242.00 described in the preceding paragraph has

1 been paid to GERDAU, despite GERDAU's demand, and there is now due, owing and unpaid to
2 GERDAU from Defendants ARCIERO and DOES 1 through 10, and each of them, a sum in excess
3 of \$51,565.10, all according to proof at the time of trial.

4 **FOURTH CAUSE OF ACTION**

5 **(Reasonable Value Against Defendants ARCIERO, KAISER and** 6 **DOES 1 through 10 and DOES 16 through 20)**

7 23. GERDAU hereby incorporates by reference each and every allegation contained in
8 paragraphs 1 through 22 as though set forth fully herein.

9 24. Within the last year in San Diego County, California, GERDAU provided certain
10 labor, material, equipment, supplies and/or services to Defendants ARCIERO, KAISER, DOES 1
11 through 10, and DOES 16 through 20, and each of them, relative to the Project.

12 25. Defendants ARCIERO, KAISER, DOES 1 through 10, DOES 16 through 20, and each
13 of them, received tangible benefit from GERDAU's labor, material, equipment, supplies and/or
14 services as they advanced the construction of the Project.

15 26. At all times mentioned herein, the total and reasonable value of the above mentioned
16 labor, equipment, supplies and/or services provided by GERDAU to ARCIERO, KAISER, and DOES
17 1 through 10, and each of them, was in excess of \$60,242.00.

18 27. GERDAU has not been fully compensated for the reasonable value of the above
19 mentioned labor, material, equipment, supplies and/or services. Accordingly, there is now due, owing
20 and unpaid to GERDAU from ARCIERO, KAISER, DOES 1 through 10, DOES 16 through 20, and
21 each of them, a sum in excess of \$51,565.10, all according to proof at the time of trial.

22 **FIFTH CAUSE OF ACTION**

23 **(Violation of Business & Professions Code § 7108.5 Against DOES 1 through 10)**

24 28. GERDAU hereby incorporates by reference each and every allegation contained in
25 paragraphs 1 through 27, as though set forth fully herein.

26 29 GERDAU is informed and believes, and thereon alleges, that Defendants DOES 1
27 through 10, and each of them, have been paid by others for the work performed by GERDAU on the
28 Project.

30. GERDAU is informed and believes, and thereon alleges, Defendants DOES 1 through 10, and each of them, notwithstanding receipt of payment on behalf of GERDAU have wilfully failed, refused and neglected to release and payment to GERDAU, despite demand therefore and a duty under Business & Professions Code Section 7108.5 and/or other applicable California law.

31. Based on the foregoing, GERDAU is informed and believes, and thereon alleges, that Defendants DOES 1 through 10, and each of them, have acted in violation of Business & Professions Code § 7108.5. Accordingly, GERDAU prays for a recovery from Defendants DOES 1 through 10, and each of them, a principal sum in excess of \$51,565.10, plus interest thereon at the rate of 10% per annum commencing on August 31, 2013, as well as attorneys' fees and costs of suit incurred herein as well as the statutory penalty of 2% of the amount due GERDAU per month for each and every month after August 31, 2013, that said payments were not received by GERDAU as required under Business & Professions Code § 7108.5.

SIXTH CAUSE OF ACTION

(On Contractor's License Bond Against Defendants against

ARCIERO and DOES 1 through 10 and PIIC and DOES 11 THROUGH 15)

32. GERDAU incorporates by reference each and every allegation contained paragraphs 1 through 31 of this Complaint as though set forth fully herein.

33. GERDAU is informed and believes and thereon alleges that upon the application of ARCIERO and DOES 1 through 10, and each of them, to the Registrar of Contractors of the Contractor's State License Board of the Department of Professional and Vocational Standards of the State of California for a contractor's license, or the renewal thereof, and in accordance with the provisions of Section 7071.6 of the Business and Professions Code of the State of California, said ARCIERO and DOES 1 through 10, and each of them, filed with said Registrar a bond issued by PIIC and DOES 11 through 15, and each of them, in the penal sum in excess of \$12,500.00, conditioned upon full compliance by Defendants ARCIERO and DOES 1 through 10, and each of them, with all of the provisions of Division 3, Chapter 9 of the Business and Professions Code of the State of California, and inuring to the benefit of any person damaged as a result of the violation of said Chapter by ARCIERO and DOES 1 through 10, and each of them.

1 34. PIIC issued Bond No. PB03010400632 on or about April 10, 2013 and maintained the
2 same with its principal through the date of the filing of this Complaint. Defendants ARCIERO and
3 DOES 1 through 10, and each of them, violated the rules and regulations governing the conduct of
4 licensed contractors in the state of California during that time period by, *inter alia*, failing and
5 refusing to tender contract funds received from the Project owner KAISER, and DOES 16 through
6 25, and each of them, to which GERDAU is indisputably entitled following its performance of work.

7 35. GERDAU is the party to whom the benefit of said bonds inure and GERDAU has been
8 damaged as a result of violations by ARCIERO and DOES 1 through 10, and each of them, of
9 Business and Professions Code, Division 3, Chapter 9 as more fully set forth hereinabove.

10 36. GERDAU intends the service of this summons and Complaint to constitute demand
11 upon Defendants PIIC and DOES 11 through 15, and each of them, for the payment of the penal sum
12 under license bond number PB03010400632 .

13 **SEVENTH CAUSE OF ACTION**

14 **(Foreclosure of Mechanic's Lien Against ARCIERO, KAISER,**
15 **DOES 1 through 10 and DOES 16 through 90)**

16 37. GERDAU hereby incorporates by reference each and every allegation contained in
17 paragraphs 1 through 36, inclusive, as if fully set forth herein.

18 38 GERDAU is informed and believes, and on that basis alleges that Defendants KAISER
19 and DOES 16 through 90, and each of them, are and at all times herein mentioned were owners or
20 otherwise held some interest in the work of improvement known as the Project and the real property
21 located at 1302 Rocky Pointe Drive, Oceanside, CA 92056 upon which the Project was constructed.

22 39. GERDAU has complied with all of the statutory prerequisites to maintaining this
23 action for enforcement of mechanic's lien including, but not limited to, service of the notice required
24 by Civil Code §§ 8200 *et seq.*

25 40. All of the labor, materials, equipment, supplies and/or services which are the subject
26 of this action were furnished by GERDAU to be used, and the same were actually consumed in, used
27 in and incorporated into the construction of the above referenced Project and had a reasonable value
28 in excess of \$60,242.00.

1 41. On or about April 9, 2014, GERDAU recorded as document number 2014-0140281
2 a mechanic's lien for \$51,565.10 in the office of the County Recorder of San Diego County after
3 GERDAU ceased furnishing labor, services, equipment and material on the agreed-upon plumbing
4 scope of work alleged above and before the expiration of the 90 days after completion of the work
5 of improvement. On or about April 3, 2014, prior to recording the foregoing mechanic's lien,
6 GERDAU served a copy of same upon all persons required by law to receive a copy thereof including,
7 but not limited to ARCIERO, KAISER, DOES 1 through 10, DOES 16 through 20, and each of them.

8 42. GERDAU has incurred an indebtedness of \$21.00 in the recordation of the above
9 referenced mechanic's liens and seeks recovery of same in this action.

10 **EIGHTH CAUSE OF ACTION**

11 **(Enforcement of Payment Bond Against DOES 91 Through 95)**

12 43. GERDAU hereby incorporates by reference each and every allegation contained in
13 paragraphs 1 through 42, as though set forth fully herein.

14 44. ARCIERO and DOES 1 through 10, and each of them, as principals, and DOES 91
15 through 95, and each of them, as sureties, duly executed payment bonds guaranteeing jointly and
16 severally payment of all persons supplying labor, services, equipment and/or materials for the
17 prosecution of the work provided for in the prime contract and/or any subcontract for the Project.

18 45. Said payment bonds inure to the benefit of GERDAU who is a proper claimant
19 thereunder.

20 46. GERDAU provided labor, materials, equipment, supplies and/or services for the
21 prosecution of the work provided for in the Subcontract for the Project and all of the labor, services,
22 equipment and/or materials GERDAU provided have been incorporated into the Project.

23 47. GERDAU has performed all conditions, covenants, and promises required on its part
24 to be performed in accordance with the terms and conditions of its Subcontract with Defendants
25 ARCIERO and DOES 1 through 10, and each of them.

26 48. Defendants ARCIERO and DOES 1 through 10, and each of them, have breached their
27 Subcontract by failing to pay for the labor, services, equipment and/or materials provided by
28 GERDAU.

1 49. The sum of \$51,565.10 remains unpaid to GERDAU from Defendants ARCIERO and
2 DOES 1 through 10, and each of them, despite demand for payment. Therefore, pursuant to laws of
3 the State of California, there is now due, owing and unpaid from Defendants DOES 91 through 95,
4 and each of them, to GERDAU a sum in excess of \$51,565.10, plus interest thereon at the rate of 10%
5 per annum commencing from the date each progress payment was due, as well as attorneys' fees and
6 costs of suit incurred herein under the Payment Bond.

7 **NINTH CAUSE OF ACTION**

8 **(Enforcement of Stop Notice Against Defendants KAISER,**
9 **DOES 16 through 20, and DOES 96 through 100)**

10 50. GERDAU hereby incorporates by reference each and every allegation contained in
11 Paragraphs 1 through 49 as though fully set forth herein.

12 51. Defendants KAISER, DOES 16 through 20, and DOES 96 through 100, and each of
13 them, at all times herein mentioned were holders of certain funds to be disbursed for the construction
14 of the Project.

15 52. GERDAU timely and properly gave all written notices required by statute relative to
16 its stop notice cause of action.

17 53. As more specifically alleged above, GERDAU furnished to ARCIERO and DOES 1
18 through 10, and each of them, at their special insistence and request, the above referenced labor,
19 materials, equipment, supplies and/or services to be used in the completion of the Project pursuant
20 to the terms and conditions of the Subcontract.

21 54. The entirety of said labor, materials, equipment, supplies and/or services as furnished
22 to Defendants ARCIERO and DOES 1 through 10 were consumed within the Project and are in
23 excess of the reasonable value of \$60,242.00. Demand for complete payment of said sum has been
24 made upon Defendants ARCIERO and DOES 1 through 10, and each of them, and has been refused
25 by the same.

26 55. All of the labor, materials, equipment, supplies and/or services furnished by GERDAU
27 relative to the work required under the Subcontract to the Project and not yet paid are in excess of the
28 reasonable value of \$60,242.00. There is now due and owing and unpaid to GERDAU a sum in

1 excess of \$51,565.10 after deducting all just credits and offsets and the same has not yet been paid
2 by ARCIERO or DOES 1 through 10, or any of the them.

3 56. On or about January 13, 2014, which was prior to the expiration of the period set forth
4 in California Civil Code § 8508, GERDAU filed with Defendant KAISER, DOES 16 through 20, and
5 DOES 96 through 100, and each of them, a notice to withhold construction funds ("Stop Notice") in
6 the amount of \$51,565.10.

7 57. GERDAU is informed and believes and based thereon alleges, that now, and at all
8 times since the time of the filing and service of its Stop Notice, there is and was a sufficient amount
9 of money due from said Defendants KAISER, DOES 16 through 20, and DOES 96 through 100, and
10 each of them, to ARCIERO and DOES 1 through 10, and each of them, to answer and pay the claim
11 of GERDAU as well as the reasonable costs of litigation associated with this action.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff GERDAU REINFORCING STEEL prays for judgment as follows:

14 **ON THE FIRST CAUSE OF ACTION**

- 15 A. For the principal sum of \$51,565.10 according to proof at trial;
16 B. For interest thereon at the maximum rate allowed by law commencing on August 31,
17 2013, according to proof at trial;
18 C. For attorney's fees incurred herein pursuant to contract;
19 D. For costs of suit incurred herein; and
20 E. For such other and further relief as the Court seems just and proper.

21 **ON THE SECOND THROUGH FOURTH CAUSES OF ACTION**

- 22 A. For the principal sum of \$51,565.10 according to proof at trial;
23 B. For interest thereon at the maximum rate allowed by law commencing on August 31,
24 2013, according to proof at trial;
25 C. For costs of suit incurred herein; and
26 D. For such other and further relief as the Court seems just and proper.

1 **ON THE FIFTH CAUSE OF ACTION:**

- 2 A. For the principal sum in excess of \$51,565.10, according to proof at trial;
- 3 B. For interest thereon at the maximum rate allowed by law commencing on August 31,
- 4 2013, according to proof at trial;
- 5 C. For a penalty of 2% of the principal sum due Plaintiff pursuant to Business &
- 6 Professions Code §7108.5;
- 7 D. For costs of suit incurred herein;
- 8 E. For reasonable attorney's fees incurred herein; and
- 9 F. For such other and further relief as the Court may deem just and proper.

10 **ON THE SIXTH CAUSE OF ACTION:**

- 11 A. For the principal sum in excess of \$7,500.00, according to proof at trial;
- 12 B. For interest thereon at the maximum rate allowed by law commencing on August 31,
- 13 2013, according to proof at trial;
- 14 C. For costs of suit incurred herein; and
- 15 D. For such other and further relief as the Court deems just and proper.

16 **ON THE SEVENTH CAUSE OF ACTION**

- 17 A. For the unreleased balance of Plaintiff's mechanic's lien in the amount of \$51,565.10,
- 18 according to proof at trial;
- 19 B. For interest thereon at the maximum rate allowed by law commencing on August 31,
- 20 2013, according to proof at trial;
- 21 C. That the above sum be adjudged as a lien on the above described real property, the
- 22 improvements thereon, and all interest of all Defendants therein;
- 23 D. That said land and improvements be sold according to law and that the proceeds of
- 24 said sale be applied to satisfy the cost of the proceedings and of GERDAU's claims
- 25 as alleged herein above;

26 ///

27 ///

28 ///

- 1 E. That, if the proceeds of the above referenced sale be deficient to satisfy the above
2 referenced sums to Plaintiff, that Plaintiff have judgment and execution against
3 Defendants, and each of them, jointly and severely, for any deficiency which may arise
4 after said application of the proceeds thereon;
- 5 F. That the interest, stakes or claims of all Defendants, and each of them, in or upon the
6 Project and the real property upon which it is constructed, and every part thereof, be
7 adjudged, and declared to be subsequent to and subject to Plaintiff's lien as alleged
8 herein above;
- 9 G. That the equity of redemption of Defendants, and each of them, in or to the Project
10 and real property upon which it is built, and every part thereof, be forever barred and
11 foreclosed;
- 12 H. That Plaintiff may become a purchaser at the sale of the Project and the property upon
13 which it is built, and every part thereof, at the sale to satisfy the above referenced
14 mechanic's liens; and
- 15 I. For such other and further relief as the Court deems just and proper.

16 **ON THE EIGHTH CAUSE OF ACTION**

- 17 A. For the principal sum in excess of \$51,565.10, according to proof at trial;
- 18 B. For interest thereon at the maximum rate allowed by law commencing on August 31,
19 2013, according to proof at trial;
- 20 C. That Defendants DOES 91 through 95 be ordered to tender payment to Plaintiff in the
21 amount due Plaintiff, according to proof at trial;
- 22 D. For reasonable attorneys' fees incurred herein;
- 23 E. For costs of suit incurred herein; and
- 24 F. For such other and further relief as the Court deems just and proper.

25 **ON THE NINTH CAUSE OF ACTION**

- 26 A. For the principal sum in excess of \$51,565.10, according to proof at trial;
- 27 B. For interest thereon at the maximum rate allowed by law commencing on August 31,
28 2013, according to proof at trial;

- 1 C. That it be decreed that Plaintiff's Stop Notice be granted full force and effect and be
2 adjudged superior to all other claims upon monies held by Defendants KAISER,
3 DOES 16 through 20, and DOES 96 through 100, and each of them, and that said
4 Defendants be ordered to tender payment to Plaintiff in an amount equal to that
5 awarded to Plaintiff as judgment on this cause of action;
6 D. For costs of suit incurred herein; and
7 E. For such other and further relief as the Court deems just and proper.

8
9 Dated: July 8, 2014

CARLIN LAW GROUP, APC

10
11 By: 

12 Kevin R. Carlin
13 Attorneys for Plaintiff
14 GERDAU REINFORCING STEEL
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Courthouse News Service

Exhibit A



SUBCONTRACT

THIS AGREEMENT dated this 23rd day of April, 2013, by and between

GERDAU REINFORCING STEEL

4805 Murphy Canyon Road, San Diego, CA 92123

hereinafter called the Subcontractor and **ARCIERO BROS, INC., 1901 Nancita Circle, Placentia, California 92870** hereinafter called the Contractor.

IT IS AGREED AS FOLLOWS:

SECTION 1 SCOPE OF WORK

- (a) Subcontractor agrees to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform all work set forth in subsection (b), including all work required to complete the installation of this work and which may not necessarily be noted in the specifications or detailed in the plans, in connection with the construction of **REINFORCING STEEL WORK** for **KAISER – OCEANSIDE MEDICAL OFFICE BUILDING** (hereinafter called Owner) at **1302 ROCKY POINT DRIVE, OCEANSIDE, CA 92056** in accordance with the terms and provisions of the prime Contract between Owner and Contractor, including all General and Special Conditions, final Drawings and Specifications by **FRANK WEBB ARCHITECTS**, Architect, as approved by Owner, and other documents forming or by reference made a part of the Contract between Contractor and Owner, all of which shall be considered part of this Subcontract by this reference thereto (collectively "Contract Documents"), and Subcontractor agrees to be bound to the Contractor and Owner by the terms and provisions thereof.
- (b) Subcontractor agrees to perform all **REINFORCING STEEL** work described in or reasonably inferable from the plans and specifications and in accordance with, but not limited to, the specifications and attached Contractor riders:
- | | |
|-------------|--|
| Exhibit "A" | Inclusions, Clarifications, Exclusions, Unit Prices, Labor Rates & Equipment Rates (6 pages) |
| Exhibit "B" | Drawing Log (3 pages) |
| Exhibit "C" | Billing Packet (1 page) |
| Exhibit "D" | Insurance Requirements (2 pages) |
| Exhibit "E" | Schedule |
| Exhibit "F" | Construction Management Plan |

Should the plans vary from the specifications, then Contractor's decision shall govern. Should the plans and/or specifications fail to satisfy the requirements of any ordinances, laws or regulations of the City, County, or State, then the ordinances, laws or regulations of the City, County, or State, shall govern. Contractor assumes no liability for failure of the plans and/or specifications satisfying the requirements, the ordinances, laws or regulations hereinabove set forth. It is to be conclusively presumed the Subcontractor is familiar with same; and the work is to be performed in accordance with said ordinances, laws, or regulations irrespective of the provisions of the plans and/or specifications. Historical lack of enforcement of any local law shall not constitute a waiver of Subcontractor's responsibility for compliance with such law in a manner consistent with the Contract Documents.



SECTION 2 BOND

Subcontractor shall furnish a Performance and Payment Bond in an amount equal to the full Subcontract price. Such bond shall be on Contractor's form or a form satisfactory to Contractor and shall be with a surety satisfactory to Contractor authorized to conduct business as a surety in the State of California, and in good standing. Subcontractor will submit an invoice to the Contractor for payment of the premium. Enclosed are copies of the payment and performance bonds that are being requested that must be completed and returned within 10 days.

SECTION 3 DELIVERY POINT

When Subcontractor does not install all materials furnished under this Subcontract, such material not installed is to be delivered F.O.B. jobsite.

SECTION 4 PAYMENT

- (a) The Contractor agrees to pay the Subcontractor for the performance of this Subcontract, as specified herein, the sum of Fifty six thousand five hundred forty dollars and no/100 (\$56,540.00), which sum includes all applicable sales and/or use taxes. Such sum is subject to additions and deductions for changes agreed upon or determined, as hereinafter provided. Partial payments will be made to Subcontractor each month in an amount equal to 90% of the value of the work performed hereunder, less the aggregate of previous payments, but such partial payments shall not become due to Subcontractor until 10 days after Contractor receives payment for such work from Owner. If Contractor receives payment from Owner for less than the full value of work performed or of materials delivered to the site, the amount due to Subcontractor shall be proportionately reduced. No partial payment to Subcontractor shall constitute approval or acceptance of work done or materials furnished hereunder.
- (b) Contractor may deduct from any amount due or to become due to Subcontractor any sum or sums owed by Subcontractor to Contractor, and in the event of any breach by Subcontractor of any provision or obligation of this Subcontract, or in the event of the assertion by other parties of any claim or lien against Contractor or the premises arising out of Subcontractor's performance or failure of performance of this Subcontract, Contractor shall have the right to retain out of any payments due or to become due to Subcontractor any amount sufficient to completely protect Contractor from any and all loss, damage or expense therefrom, until the situation has been remedied or adjusted by Subcontractor to the satisfaction of Contractor.
- (c) If any lien, stop notice or claim is recorded or served in connection with the Work through no fault of Contractor and provided Owner has made payments as required under the Contract, Subcontractor shall, immediately and at its own expense, record or file, or cause to be recorded or filed in the office of the county recorder in which the lien or claim was recorded, or with the person (s) on whom the stop notice was served, a bond executed by a good and sufficient surety, and approved by Contractor, in a sum equal to one hundred fifty percent (150%) of the amount of such lien, stop notice or claim, which bond shall guarantee the payment of any amounts which the claimant may recover on the lien, stop notice or claim, together with the claimant's costs of suit in the action if the claimant recovers therein. If Subcontractor fails to cause any lien to be removed from the Project or any stop notices or other notices to be negated as required under this Subparagraph 4c, Contractor may employ whatever means as are reasonably necessary, in its discretion, to cause the lien to be removed and the effect of any costs, including without limitation actual attorney's fees incurred by Contractor in connection with any such suit, lien or stop notice.



- (d) Subcontractor shall provide Contractor with evidence satisfactory to Contractor that Subcontractor and its Sub-Subcontractors and Vendors, have paid for all labor, services and materials included in any progress billing. With each Application for Payment, Subcontractor shall furnish a conditional waiver and release of lien for itself, each Sub-Subcontractor who furnished labor, equipment, materials or services to the Project and each materialman and vendor who furnished materials to the Project during the period covered by the Application for Payment. Upon each payment by Contractor, Subcontractor shall execute, and cause all such materialman, vendors, and Subcontractors to execute an unconditional waiver and release of lien acknowledging receipt of all payments due through the period covered by the previous Application for Payment. The conditional and unconditional lien releases shall be in form and substance satisfactory to Contractor.
- (e) Subcontractor shall within five (5) days after execution of this Subcontract, and before the first application for partial payment, submit to Contractor a schedule of values of the various parts of the work aggregating the total sum of this Subcontract made out in such detail as Contractor or the Contract Documents may require, and supported by such evidence as to its correctness as Contractor may direct. Such schedule, when approved by Contractor and Architect, shall be used as the basis for applications for payments, unless later found to be in error. In the event the approved schedule is found to be incorrect, applications for payment shall be submitted based on the amended schedule.
- (f) Final payment of the balance due Subcontractor shall be made as follows:
1. Final payment shall become due when the work described in this Subcontract is fully completed and performed in accordance with this Subcontract and the Contract Documents and is satisfactory to Owner, Architect and Contractor.
 2. Subcontractor's application for final payment shall be in the same form specified above.
 3. In addition to any other requirements of this Subcontract and the Contract Documents, the final payment shall not become due unless and until the following conditions precedent have been satisfied:
 - (a) approval and acceptance of Subcontractor's work by Owner, Architect, and Contractor;
 - (b) delivery to the Contractor the following items:
 - (i) as built drawings; Rebar shop drawings shall serve as as-built drawings;
 - (ii) loose-leaf binders of all operating and maintenance data from all manufacturers whose equipment is installed under this Subcontract in quantities as required by the Contractor; and
 - (iii) any other Documents required by the Contract Documents;
 - (c) receipt of final payment for Subcontractor's work by Contractor from Owner;
 - (d) furnishing to Contractor satisfactory evidence by Subcontractor that all labor and material accounts incurred by Subcontract in connection with Subcontract's work have been paid in full; and



- (e) the applicable lien period has expired without a lien being filed, or, at Contractor's option, Subcontractor furnishing Contractor a complete affidavit, Release of Lien and Waiver of Claim by Subcontractor in the form approved by Contractor.
- (f) Subcontractor shall warranty all work performed under this Subcontract for a period of one (1) year from the date of final acceptance. The warranty shall be on the Contractor's form or a form acceptable to the Contractor.

SECTION 5 CHANGES

- (a) The work to be performed under this Subcontract may be modified by changes required by Owner, Architect, or Contractor, and the sum set forth in Section 4 shall be adjusted by written change order in accordance with this Subcontract.
- (b) No alterations, increases or decreases shall be made in the work as shown or described by the Contract Document except on the written order of Contractor, and when so made, the value of the work or materials added or omitted shall be computed and determined by Subcontractor, subject to written approval and acceptance by Contractor, and the amount so determined shall be added to or deducted from the sum set forth in Section 4. Subcontractor shall have no claim for additional work or changed work unless such work has been done in pursuance of a written order from Contractor. Any extra work performed without such written order will be at Subcontractor's expense.
- (c) For changes in the work that affect the cost of the work or construction time, Subcontractor shall notify Contractor of the scope of any change in cost or time within three (3) days after receipt of the proposed change and shall submit an actual change order request within five (5) working days.
- (d) The change order request shall consist of detailed cost estimate outlining the changes in the work (labor and materials) and detailed documentation justifying proposed changes in time. This estimate shall be computed in accordance with accepted estimating procedure and in accordance with the terms of the Contract Documents, and the costs for labor and materials shall be prevailing rates in the area of the project not to exceed those contained on Change Order Cost Detail to this Contract.
- (e) If Owner, Architect or Contractor disputes the validity or amount of a change order request submitted by Subcontractor but instructs Subcontractor to proceed with the work pending resolution of the dispute, Subcontractor shall promptly commence such disputed work and expeditiously complete it.

SECTION 6 COMMENCEMENT AND COMPLETION

- (a) Subcontractor agrees to commence the work when directed by Contractor and to diligently and continuously prosecute such work and to coordinate the work with other work being done by other trades, so that Contractor shall not be delayed by any act or omission of Subcontractor in completion of the project within the time specified in the Contract Documents.
- (b) Time is of essence of this Subcontract, and Subcontractor, in agreeing to complete the work within the times and sequences herein mentioned, has taken into consideration and made allowances for all the hindrances and delays incident to the work.
- (c) A project schedule shall be developed by Contractor which shall schedule and coordinate the times and sequences required in Subcontractor's area of work and hereby agrees to perform such work in accordance with the schedule including mutually agreed durations for subcontractor's work activities all



amendments thereto. Subcontractor shall continuously monitor the schedule and advise Contractor of the status of Subcontractor's progress on a regular basis, including information on the status of shop drawings, samples, submittals and materials or equipment which may be in the course of preparation or manufacture.

- (d) Subcontractor's project superintendent or foreman shall report to Contractor's project superintendent of the particular phase of work, Daily Work Report forms furnished by Contractor shall be completed by Subcontractor and turned in at Contractor's jobsite office at the end of each work day. Subcontractor's project superintendent or foreman shall attend meetings as scheduled by Contractor's project superintendent for the purpose of scheduling Subcontractor's work.
- (e) If Subcontractor persistently shall refuse or neglect to supply adequate and competent supervision, or a sufficiency of properly skilled workmen or materials of the proper quality or quantity, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any agreement on its part herein contained, or otherwise delay the work of Contractor or other Subcontractors, Contractor shall have the option, after twenty-four (24) hours' written notice to Subcontractor, without prejudice to any other remedy Contractor may have, to provide any such labor or materials and to deduct the cost thereof from any money due or thereafter to become due from Contractor to Subcontractor. Contractor shall also be at liberty to terminate the employment of Subcontractor and to enter upon the premises and take possession of all materials or appliances, of any kind whatsoever, thereon and to employ any other person or persons to finish the work and to provide the materials therefore. In case of such termination of the employment of Subcontractor, Subcontractor shall not be entitled to receive any payment under this Subcontract which might otherwise be due it until the work shall be finished and payment in full therefore shall be made by Owner to Contractor. If the balance to be paid under this Subcontract exceeds the costs and/or damages (including attorney's fees) incurred by Contractor by reason of such failure or lack of performance by Subcontractor exceeds the balance to be paid under this Subcontract, then Subcontractor shall pay such excess to Contractor.
- (f) If Subcontractor is responsible for any delays in the time and sequence of the schedule, Subcontractor shall pay Contractor for all costs and damages suffered by Contractor as a result of such delays, including any damages assessed against Contractor under the Contract Documents.
- (g) In the event that Subcontractor's performance of the work is delayed or interfered with for any reason and any period of time by acts or omissions of Owner, Contractor or other Subcontractors, Subcontractor may request an extension of time for performance of the work, but shall not be entitled to any damages or additional compensation as a consequence of such delays or interference, except to the extent that the Contract Documents entitle Contractor to compensation for such delays, and then only to the extent of any amounts that Contractor may, on behalf of Subcontractor, actually receive from Owner for such delays.
- (h) Any time Subcontractor is behind schedule in the work, Subcontractor shall, at its own expense, perform any overtime work necessary to bring the work back on schedule. Contractor may at any other time, direct Subcontractor to work overtime, Contractor shall pay cost of the premium time only.

SECTION 7 LABOR

The Subcontractor, in connection with all work covered by this Subcontract, shall comply with and be bound by any labor agreements executed by the Contractor or on Contractor's behalf and labor provisions in the Contract Documents to the extent that the provisions thereof apply to Subcontractor, and Subcontractor shall also comply with all labor agreements to which Subcontractor is signatory. Failure at



any time to comply with any of the provisions of such agreements will, at the option of the Contractor, be cause for termination of this Subcontract in the same manner as provided in Section 6(e) above. If, by reason of offsite strikes, picketing or disputes of any nature, Subcontractor should be persistently, repeatedly, or for a period of two (2) consecutive days, unable to supply proper materials or equipment to execute the work defined in this Subcontract, then the Contractor may terminate this Subcontract and proceed in the same manner as provided in Section 6(e) above. Subcontractor shall pay for all applicable fringe benefits applicable to its labor and shall provide and pay for any trust funds bonds whenever such may be required. Subcontractor shall provide Contractor, upon its request, satisfactory evidence of such payments having been made.

SECTION 8 SUBCONTRACTOR'S RESPONSIBILITIES

In addition to the other obligations required by this Subcontract and the Contract Documents, Subcontractor shall perform the following:

- (a) Subcontractor agrees at its own expense to:
 - (1) Take all necessary precautions to protect the work of other trades from any damage caused by Subcontractor's operations, and
 - (2) Watch over, care for, and protect from damage or injury all of Subcontractor's work, complete or otherwise and all of its materials, supplies, tools and equipment at or near the project. Subcontractor agrees, without loss or damage to Contractor, to make good any loss or damage to any and all such work, materials, supplies, tools and equipment up to the final acceptance of the entire project by Owner.
- (b) Subcontractor shall take all reasonable safety precautions with respect to its work, and shall comply with all safety measures initiated by Contractor and with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property in accordance with the requirements of the Contract Documents. Subcontractor shall report immediately to Contractor any injury to any of Subcontractor's employees at the project.
- (c) Subcontractor shall not Subcontract, assign or transfer this Subcontract or any part thereof or amounts due or to be come due hereunder without the written consent of Contractor.
- (d) Subcontractor warrants that all materials and equipment furnished and incorporated by it in the project shall be new unless otherwise specified, and that all work under this Subcontract shall be of a good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these standards shall be considered defective. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- (e) Subcontractor shall give all notices and comply with all codes, laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work under this Subcontract. Subcontractor shall secure and pay for all permits, fees and licenses necessary for the execution of the work, and shall pay all local, state and federal taxes in connection with the work, and agrees that all costs thereof are included in the sum set forth in Section 4. When required by Contractor, Subcontractor will furnish satisfactory evidence showing that all such payments have been made. Subcontractor shall promptly review all Contract Documents and report in writing to Contractor any variance to such codes, laws, ordinances, rules and regulations and without having given such notice to the Contractor,



Subcontractor shall assume full responsibility thereof and shall bear all costs and damages attributable thereto.

- (f) Subcontractor shall comply with federal, state, and local tax laws, social security acts, unemployment compensation acts and workmen's compensation acts, insofar as applicable to the performance of this Subcontract, and shall comply with all procedures, rules and regulations with regard to nondiscrimination issued or to be issued by any local, state or federal government or agency, including the Equal Employment Opportunity Commission insofar as they may apply to the work. When Subcontractor's work fails to pass inspection, Subcontractor agrees to pay expenses for reinspections required.
- (g) Subcontractor shall inform the Contractor of any disputes with or claims, actions or assertions against Subcontractor or the Project by any Governmental Authority, any architect or engineer, any Subcontractors, vendors or suppliers or any other person, or of lien claims or stop notices filed or threatened to be filed by any person. Any communication, whether written or oral, that Subcontractor may receive from any Governmental Authority claiming or asserting that any aspect of the construction and renovation work or the Project fails in any material respect to comply with any Governmental Requirements, or threatening to suspend or revoke any Governmental Approval shall be brought to the Contractor's attention with three (3) days of receipt.
- (h) Upon Contractor's request, Subcontractor shall have present a competent representative to report the condition of its work and to receive information.
- (i) Subcontractor shall continue to perform under its Subcontract in the event the Contract between Contractor and the Owner is terminated and the Owner shall take an assignment of said Subcontract and request such Subcontractor to continue such performance.
- (j) Subcontractor shall indemnify, hold harmless and defend Contractor, Owner and Architect and all of their agents and employees from and against all liabilities, claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Subcontractor's work provided that any such liability, claim, damage, loss or expense:
 - (1) Is attributable to bodily injury, sickness, disease, death, patent infringement, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom; and
 - (2) is caused in whole or in part by any negligent act or omission of Subcontractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, or is caused by or arises out of the use of any products, materials, or equipment furnished by Subcontractor, regardless of whether it is caused in part by a party indemnified hereunder. In any and all claims against Contractor, Owner or Architect or any of their agents or employees, by any employee of Subcontractor, or anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation acts, disability benefit acts or other employee benefits acts. The obligations of Subcontractor under this paragraph shall not extend to the liability of Architect, its agents or employees, arising out of:
 - (a) The preparation of approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or



- (b) The giving of or failure to give directions or instructions by Architect, its agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.
- (k) Subcontractor shall furnish and pay for, at its own expense, all labor, material, equipment, taxes, permit and license fees, labor fringe benefits, insurance and all other things and costs required to completely perform the work in accordance with this Subcontract. Contractor may also, upon receipt of proper notice from the agency involved, pay directly union benefits, payroll taxes, federal, state and local taxes, etc. should Subcontractor fail to and become delinquent in payment of same and deduct said amount from any amount due or to become due to Subcontractor.
- (l) Subcontractor will save and keep the project and the lands upon which it is situated free from all Mechanic liens and all other liens by reason of the work or any labor materials or other things used therein. If Subcontractor fails to remove any lien by bonding it or otherwise, Contractor may retain sufficient funds out of any money due or thereafter to become due by Contract to Subcontractor, to pay the same and all costs incurred by reason of the work or any labor, materials or other things used therein. If Subcontractor fails to remove any lien by bonding or otherwise, Contractor may pay or bond said lien or liens and reimburse any and all costs in connection therewith out of any funds at any time in the hands of Contractor owing to Subcontractor. Nothing herein shall prevent Subcontractor from filing its own lien if otherwise entitled to do so. Contractor may, at its election and without the consent of Subcontractor, make any payments hereunder jointly, to Subcontractor and any of its materialmen or suppliers.
- (m) Subcontractor will clean up and haul away all debris occasioned by the work done hereunder and will at all times keep the project and premises clean. Any trash, debris, or liquid that poses a possible threat of fire or safety shall be removed from the premises immediately. If, after twenty-four (24) hours written notice by Contractor to Subcontractor, Subcontractor has not diligently proceeded with the clean-up as outlined in this paragraph, then Contractor has the right to proceed with the clean-up work at Subcontractor's cost and expense.
- (n) Subcontractor shall cooperate with Contractor and other Subcontractors whose work might interfere with Subcontractor's work and shall participate in the preparation of coordination drawing in areas of congestion, specifically noting and advising Contractor of any such inference.
- (o) All of Subcontractor's workmanship, materials, submissions, and samples shall be subject to the approval of Owner, Architect, and Contractor.
- (p) Subcontractor shall submit to Contractor within ten (10) days after execution of this Subcontract, data, catalog cuts and samples as required by the Contract Documents.
- (q) Subcontractor shall not knowingly cause or permit any "Hazardous Materials" (as defined herein) to be brought upon or used in or about the jobsite, except to the extent such "Hazardous Materials" (i) are necessary for the prosecution of the Work; and (ii) are required pursuant to the Contract Documents. Any Hazardous Materials allowed to be used on the jobsite shall be used, stored and disposed of in compliance with all applicable federal, state and local laws relating to such Hazardous Materials which have been placed, released or discharged on the jobsite by Subcontractor or any of its Subcontractors, employees, agents, or suppliers shall be removed from the jobsite upon the completion of the Work requiring the use of such Hazardous Materials and shall be performed in accordance with all applicable laws. Any damage to the Work, the jobsite or any adjacent property resulting from the improper use, or any discharge or release, of Hazardous Materials by Subcontractor or any of its Subcontractors,



employees, agents, suppliers shall be remedied by Subcontractor at its sole cost and expense, and in compliance with all applicable laws. In the event Subcontractor has satisfied in full its obligations to Contractor pursuant to the preceding sentence, Contractor shall be subrogated to any claims Contractor may have against such Subcontractor's employees, agents, or suppliers with respect to such damage to the Work, jobsite or adjacent property, and Contractor may pursue on its own behalf any rights or remedies it may have against such parties with respect to such damage. Notwithstanding the preceding sentence, Subcontractor shall have the right to pursue in its own right any contribution obligation of third parties with respect to such damage. Subcontractor shall immediately notify Contractor of any release or discharge of any Hazardous Materials on the jobsite. Subcontractor shall immediately notify Contractor of any citations, orders or warnings issued to or received by Subcontractor, or of which Subcontractor otherwise becomes aware, which relate to any Hazardous Materials on the jobsite. As used herein, the term "Hazardous Materials" means any hazardous toxic substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or listed by the Environmental Protection Agency as hazardous substances (40 CRA Part 302) and any amendments thereto, and any substances, materials or wastes that are or become regulated under federal, state or local law.

SECTION 9 TEMPORARY FACILITIES AND SERVICES

- (a) Subcontractor shall be responsible for unloading and hoisting all of its materials, supplies, tools, and equipment in order to ensure the timely completion of Subcontractor's work. Subcontractor shall have free use of Contractor's hoisting facilities during regular working hours, provided adequate facilities are available and Subcontractor has scheduled the use of the facilities with Contractor. Should the use of Contractor's hoisting facility not be available or adequate, Subcontractor shall provide, at its expense, a hoisting facility to meet Subcontractor's requirements.
- (b) Subcontractor, if and when arranging to do any of his work from scaffolding, platforms or other temporary structures, runways, man lifts, hoists, etc., whether or not installed by itself, shall examine and test same before beginning work; but in any event, if and while using same, it agrees that it accepted said scaffolding, etc., and assumes all responsibility for accidents, damages, etc. caused directly or indirectly by any of its operations, while said scaffolding, etc. is being used by it. Subcontractor, if and when, arranging to do any of its work with tools or equipment, whether or not owned by Subcontractor, shall examine and test same to Subcontractor's satisfaction, but in any event, if and when using same, Subcontractor agrees that Subcontractor has accepted same and it accepts all responsibility for accidents, damages, etc. caused directly or indirectly by any Subcontractor's operations while said tools, equipment, etc. are being used by Subcontractor. When the Contractor provides storage facilities to Subcontractor for the warehousing of materials or equipment belonging to Subcontractor, Contractor shall have no liability or responsibility for any loss from fire, theft, shortage, damage or any other cause.

SECTION 10 INSURANCE

Subcontractor agrees, at Subcontractor's own expense, to procure and maintain during the entire progress of the work full and unlimited workmen's compensation, employer's liability insurance, bodily injury liability and property damage liability insurance with a carrier or carriers and on policy forms satisfactory to Contractor. Subcontractor shall provide Contractor with copies of such policies upon request and within five (5) days of execution of this Contract and prior to mobilization, shall provide Contractor with certificates of said insurance evidencing all of the coverage required herein and providing that such policies shall not be canceled or reduced in coverage until ten (10) days after written notice shall have been given to Contractor of such cancellation or reduction in coverage.



Additional Subcontractor insurance requirements are described in Exhibit "D" and made part of this Subcontract.

SECTION 11 POSSESSION PRIOR TO COMPLETION

Whenever it may be useful or necessary for Contractor to do so, Contractor shall be permitted to occupy or use any portion of the work which has been either partially or fully completed by Subcontractor before final inspection and acceptance thereof by Owner, but such use or occupation shall not relieve Subcontractor of its guarantee of said work and materials nor of its obligation to make good, at its own expense, any defect in materials or workmanship which may occur or develop prior to Contractor's release from responsibility to Owner; provided however, Subcontractor shall not be responsible for the maintenance of such portion of the work as may be used or occupied by Contractor, nor for any damage thereto that is due to or caused by the negligence of Contractor during such period of use or occupancy.

SECTION 12 SHOP AND DESIGN DRAWINGS

- (a) If Subcontractor shall make changes in design, including dimensional changes, either through shop drawings or actual field work, it shall accept all responsibility for structural and functional adequacy and acceptance of such changes by Owner or Architect. Any structural or functional inadequacies which may develop because of such changes shall be remedied by the Subcontractor at its sole cost and expense, in spite of any approvals given by Owner or Architect, unless such change is specifically included in change order provided for in Section 5. In addition, the costs of additional work, redoing work or repairing work incurred by other trades or Contractor resulting from such changes shall be borne by Subcontractor.
- (b) If Subcontractor is responsible for design drawings, it shall accept all responsibility for structural, functional, and design adequacy of such drawings, and acceptance by Owner and Architect of such drawings. Any structural or functional failure or inadequacy which may result from such design drawings shall be remedied by Subcontractor at its sole cost and expense.
- (c) If this Subcontract is based on preliminary, outline or otherwise unfinished plans and specifications, the Subcontractor accepts responsibility for cooperating and coordinating with the Architect and other trades in developing final plans and specifications so as not to impose additional work or cost on other trades or Contractor or to cause an increase in the sum set forth in Section 4. If the final Plans and Specifications change the scope of work of this Subcontract, then the sum set forth in Section 4 will be equitably adjusted to the extent such adjustment is provided for in the Contract Documents.

SECTION 13 INDEPENDENT CONTRACTOR

Subcontractor specifically agrees that Subcontractor is, or prior to the start of work hereunder will become, an independent contractor and an employing unit subject as an employer to all applicable Unemployment Compensation statutes so as to relieve Contractor of any responsibility or liability for treating Subcontractor's employees of Contractor for the purpose of keeping records, making reports and payments of Unemployment Compensation taxes or contributions; and Subcontractor agrees to indemnify and hold Contractor harmless and reimburse it for any expense or liability incurred under said statutes in connection with employees of Subcontractor, including a sum equal to benefits paid to those who were Subcontractor's employees, where such benefit payments are charged to the Contractor under any Merit Plan or to its individual Reserve Account pursuant to any state unemployment compensation statute.



SECTION 14 GENERAL

- (a) This Subcontract and the Contract Documents shall be read so as to complement each other. However, in the event of an irreconcilable conflict in the terms thereof, the provisions of this Subcontract shall have precedence over the terms of the Contract Documents.
- (b) For settlement of jurisdictional disputes, decisions or interpretations of the National Labor Relations Board will be immediately accepted and complied with by both Contractor and Subcontractor.
- (c) This Subcontract is subject to the approval of Subcontractor by Architect and Owner.
- (d) The captions, titles and paragraph headings used in this Subcontract are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Subcontract or any paragraph, article or provision therein.
- (e) This Subcontract contains the entire agreement between the parties. Any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part, unless such executory agreement is in writing and signed by both Contractor and Subcontractor. All negotiations and agreements prior to the date of this Subcontract not included herein are hereby voided.
- (f) In the event Contractor engages the services of any attorney for any action brought on under this Contract, or for its enforcement, or in defending any action brought by Owner or by any other Subcontractor due to the fault of Subcontractor, Subcontractor agrees to pay reasonable attorney's fees.

SUBCONTRACTOR SPECIFICALLY ACKNOWLEDGES THAT SUBCONTRACTOR HAS RECEIVED, REVIEWED AND ACCEPTED EXHIBIT'S A, B, C, D, & E.

IN WITNESS WHEREOF, the parties have executed this Subcontract as being effective on the date herein first above written.

GERDAU REINFORCING STEEL:

BY: Howard W. Bennion
Howard W. Bennion

Title: Director of Sales

License Number: 974202

Federal ID No. 20-5478434

Witness: Mary Tylenda

ARCHIERO BROS, INC.

BY: Philip Arciero, Jr.
PHILIP ARCIERO, JR.

Title: President

Witness: 6.1.13



PROJECT **SUBCONTRACTOR'S WORK**

EXHIBIT "A"

EXPANDED DESCRIPTION OF SUBCONTRACTORS SCOPE OF WORK

A. INCLUSIONS:

Subcontractor agrees that the Contract Documents and this Subcontract Agreement include all items necessary for the proper execution and completion of the scope of work as defined below by the Subcontractor. The scope of work shall consist of all items specifically indicated in the Contract Documents, whether shown or not, as well as all additional items of work which are reasonably inferable from that which is specified in order to complete the Work. The Contract Documents are complementary and what is required by any one contract document shall be binding as if required by all. In the event of conflict between the Contract Documents, this executed Subcontract Agreement, and/or applicable national and local building code regulations, the most stringent shall prevail at no additional cost to the Contractor and/or the Owner.

Subcontractor's scope of work shall include all engineering, labor, materials, tools, equipment, and supervision necessary to perform the REINFORCING STEEL scope of work for a complete and operational Office Building, including, but not limited to, the following items:

I. INCLUSIONS:

1. Subcontractor shall provide all labor, material, tools, equipment, supervision, taxes, and other necessary items for completion of all REBAR MATERIALS in accordance with Specification Sections 03200, 03300, 03365, 04220, 03600, 03381.6 and the Contract Documents.
2. Subcontractor shall be responsible for the coordination and interface with the Architect, Structural Engineer, Subcontractors and Contractor. Subcontractor's installation shall conform to the Contract Documents, structural notes, and all applicable codes, ordinances, regulations and requirements of governing authorities.
3. Subcontractor shall provide detailing, fabrication, delivery, unloading and installation of rebar and all accessories as required by the Contract Documents. Rebar, mesh and accessories shall include, but not be limited to, the following areas: footings, grade beams, walls, stem walls, slab on grade, elevated decks, trash enclosure footings and slab on grade, retaining wall footing, curbs and equipment pads. Include chairing/spacers of mesh if required by the Contract documents.
4. Subcontractor shall furnish and install rebar for all Building structural concrete per plans and specifications. Provide all hoisting, off-loading, and distribution of rebar as needed or where required.
5. Subcontractor shall furnish and install all rebar required and/or shown for all equipment pads, housekeeping pads, and miscellaneous slabs-on-grade per plans and specifications.
6. Subcontractor shall coordinate rebar locations with all pipe penetrations as required.
7. Subcontractor shall allow electrician access prior to or during slab on grade rebar installation for recessed electrical floor box installation, if required.
8. Subcontractor shall note that mill certs are to be delivered with each load of rebar and given to superintendent. Bundles, either whole, cut, bent, etc. shall have heat numbers attached that correspond to mill certs. Rebar without heat numbers and/or mill certs will be rejected.



9. Subcontractor shall supply all dobles and chairs as required to maintain proper spacing.
10. Subcontractor shall provide adequate manpower prior to and during concrete pours to correct and/or reset any rebar disturbed from concrete placement.
11. Subcontractor shall provide adequate manpower prior to and during concrete pours to correct and/or reset any rebar disturbed from concrete placement.
12. Subcontractor shall furnish, install, and maintain all rebar safety caps as required.
13. Subcontractor shall haul-off all excess, unused or damaged rebar from the site at the completion of your scope of work.
14. Subcontractor shall provide reinforcing steel around openings in deck, concrete walls, shrinkage steel, and opening trim steel. Subcontractor shall coordinate with other sub trades in order to locate necessary openings required for all building materials, components, utilities, elevator casing, etc.
15. Subcontractor shall provide lap splices as scheduled and/or mechanical splices as needed.
16. Subcontractor shall remove all tie-wire clippings prior to each concrete pour that cannot be blown off the deck.
17. Subcontractor shall provide bracing/guying of all reinforcing steel work as required, including columns, pilaster, and walls.
18. Subcontractor shall remove all surplus reinforcing and debris from Project as directed by Contractor.
19. Subcontractor will inventory and protect stockpiled rebar for damage or loss throughout the life of the project. Lost, stolen or damaged rebar will be replaced at no additional cost to the Contractor.
20. Subcontractor shall take special care when placing reinforcing steel for slab on grade, footings and elevated slabs to avoid damaging waterproofing membrane and/or acoustical membrane.
21. Subcontractor shall provide hoisting of reinforcing for their materials.
22. Subcontractor shall furnish detailing, shop drawings, cut sheets, layout/placement drawings, and coordinate all reinforcing steel for all cast-in-place concrete in strict accordance with the Contract Documents.
23. Subcontractor shall provide labor and equipment to perform field cutting of reinforcement as required for minor field changes.
24. Subcontractor shall include all labor to move rebar to accommodate placement of embedded items.
25. Subcontractor shall provide full-time supervision onsite to provide coordination for shortages, detail errors, changes, and onsite inventory control. Onsite supervision shall coordinate rebar deliveries and post-tension deliveries and shall be capable of monitoring job progress on a daily basis.
26. Subcontractor shall make every attempt to deliver in same day of occurrence any shortages, errors, or field changes.
27. Shop drawings may be submitted for approval by the Subcontractor electronically. Contractor shall submit approved shop drawings to the Subcontractor electronically. Shop drawings shall include sufficient detail to assist in mitigation of congestion where it occurs, assist in the coordination of work by others, and shall provide all information required by the local governing authorities.



28. Subcontractor shall submit for Engineer's review all loading conditions which shall be superimposed on the structure by any equipment used by the Subcontractor.
29. Subcontractor shall be responsible for clean-up of all debris generated from Subcontractor's activities including pick up and disposal of tie wire prior to elevated slab pours. Clean-up of reinforcing steel and generated debris shall be daily and concurrent with installation activities.
30. Subcontractor agrees to size his crew as required to meet the schedule. Subcontractor agrees to be bound by such schedule and will be responsible for all overtime costs necessary to meet the schedule if such costs are due to the failure of the Subcontractor to staff the project sufficiently and/or due to the correction of unacceptable installation of its work.
31. Subcontractor shall coordinate with the Owner's testing lab and inspectors, including the request for inspections and testing in a timely manner. Subcontractor's failure to request inspection shall not be cause for extra costs or time. Subcontractor shall provide reasonable accommodation for the inspectors to perform their duties.
32. Subcontractor shall submit shop drawings and material specifications to the Contractor for approval. Subcontractor shall coordinate shop drawings & submittals with mechanical, plumbing, electrical and fire protection subcontractors, Contractor, Architect, and Structural Engineer. Failure of Subcontractor to properly coordinate its work shall not result in extra costs to Contractor and Owner.
33. Subcontractor shall include installation of items and systems which are required or which may be considered required to meet the intent of the drawings and specifications, whether specifically stated or not to provide a fully functional and complete system.
34. Subcontractor shall record and maintain as-built drawings for his scope of work that adequately reflect the as-built condition of his scope of work. Subcontractor to provide as-built documents to the Contractor per the requirements of the Contract Documents.
35. Subcontractor shall use only white crayons or chalk for all layout marks on concrete formwork, no marks shall be made to formwork that will transfer over to finished concrete surfaces. (No paint is allowed) If paint is used by this subcontractor it will be there responsibility to remove it, if required by owner.
36. Scope of work is based on the Contract Drawings dated March 26th, 2013, which consist of this agreement and all attachments and exhibits thereto, the contract between gkkworks and Kaiser Foundation Hospitals, Inc. ("Owner"). Subcontractor acknowledges that these drawings are not the final construction drawings and that they may be revised at the discretion of the Owner and/or Contractor per the Contract Documents. Subcontractor agrees to incorporate these revisions at no cost to the Owner or Contractor, unless the revisions are deemed changes to the Subcontract Agreement. Should any revisions made or requested by the Owner or Contractor be considered changes by the Subcontractor, Subcontractor may submit a Change Request per the requirements stipulated in this Subcontract Agreement.
37. Subcontractor shall be responsible for any price increases in material, labor, equipment, accessories, tools, etc. and shall not seek compensation for any increases during the duration of the Project.
38. Contractor shall provide templates for Subcontractor's work. Subcontractor shall not rely on templates to support the weight of the Subcontractor's work.
39. Subcontractor has examined the site and includes all costs associated with the delivery, offloading and hoisting of its materials and equipment on the site.



40. Subcontractor shall be given access to the project (BOX Site) for retrieval of construction documents in pdf format. Contractor will notify Subcontractor of any postings of construction documents on the box site. The Contractor will not be providing hard copies of construction documents.
41. Subcontractor will be allowed ten (10) working days for the preparation of shop drawings, fabrication of steel, and delivery of material. Time period does not include any time necessary to review the shop drawings by Contractor and Developer. Shop drawing approval time shall be as specified in the Contract Documents.
42. Subcontractor has included in this Agreement sufficient labor, tools, equipment and material necessary to construct construction joints per the structural drawings.
43. Subcontractor shall note that the exhibits B-G from gkk works are part of this subcontract.

II. EXCLUSIONS

1. Testing or inspection other than the furnishing of certified mill test reports.
2. Cost of bonds.
3. Smooth dowels, epoxy coated, galvanized or threaded rebar, couplers, anchors, formsavers, bolts, studs, stud rails, sleeves, rubatex or inserts.
4. Wrapping, coating, painting, or greasing of dowels including per
5. Cutting, drilling, grouting, or dry-packing & placing of grouted dowels
6. Welding of rebar to rebar, Furnishing and/or welding of reinforcing bars to structural or miscellaneous steel
7. Masonry wall reinforcing.
8. Rebar for Precast walls as shown on 12/S2-20 & 16/S2-20.
9. Reinforcing for site work unless notes above.
10. Reinforcing shown on civil, landscape, mechanical, electrical, and plumbing drawings:
11. Cost of reworking or replacing reinforcing steel damaged or lost due to floods, slides, or actions of Contractor and /or other subcontractors.
12. Reinforcing in precast items
13. Testing and inspection costs.

III. CLARIFICATIONS:

1. Performance shall be based on conventional construction; timely receipt of construction documents and information; and a written schedule, based on a normal 5-day, 40 hour straight-time work week, to which Subcontractor is a party.
2. Re-detailing and/or estimating resulting from design changes shall be billed at the rate of \$60.00 per hour.
3. No change order work shall be performed when unresolved change order requests exceed five percent (5%) of contract value.
4. Buyer to provide lines, grades, supporting templates, layout, ramps, sanitary facilities, trash bins (excessive rebar excluded) and scaffolding.



5. Buyer to provide safe access to points of work, including tractor-trailer access to installation locations along side building.
6. Buyer to provide protection from exposure to protruding reinforcing steel bar ends where required by safety regulations.
7. Verification of existing conditions and all field measurements of same for the purpose of shop drawing preparation prior to fabrication of reinforcing steel.
8. Adequate areas for staging, storage, and pre-assembly of materials.
9. Gerdaul to provide traffic control / flagmen,
10. In the event the Contractor considers the performance of the Subcontractor to be delaying the progress of the work, Contractor shall provide timely written notification to the Subcontractor.
11. Safety glasses will be required at all times.
12. Tie off will be required for any height over 6'.
13. Safety guidelines will be enforced for all workers at all times.
14. Each Tuesday, all subcontractors will attend a safety meeting on the project at 9:00 a.m. All subcontractor's foremen will be required to address safety meetings for their own crews once of week.
15. Supply all first aid treatment for your workers.
16. Lunch trash will be cleaned-up on a daily basis.
17. Hard hats will be required at all times.
18. Subcontractor has reviewed the Contract Schedule and understands the work sequence and total durations. Subcontractor agrees to meet all dates as shown on the Contract Schedule. If this Subcontractor is delayed through no fault of your work, overtime will be paid and back charged to the Subcontractor responsible for the delay.
19. All employees of this subcontractor will be required to wear safety glasses and they must be worn at all times. As part of our ongoing commitment to improving the safety of the work place and the safety of our employees and the employees of our subcontractors, Arciero Bros., Inc. has made the decision to make it mandatory to wear safety glasses at all times.
The following is the enforcement policy that will be used to insure the strict compliance to this new policy:
 - a. First warning will be a verbal warning from the project foreman.
 - b. The second warning will be a written warning that will be filed in your employee file.
 - c. The third warning will also be a written warning, and the employee will be removed from the jobsite for the balance of that work day.
 - d. The fourth warning will be a written warning and the final warning. Any employee that is given a fourth warning will be removed for the project permanently.
20. It is the responsibility of this subcontractor to furnish to our office a copy of all MSDS sheets for items that will be used for your scope of work on this project, as well as a copy of your Code of Safe Practices, along with your schedule of values and daily logs. No monthly progress billings will be processed until this information is furnished and approved.
21. It is the responsibility of this subcontractor to supply your on-site foremen with all required CAL-OSHA required safety equipment, required for your work force (i.e. safety goggles, hard hats, fire extinguishers and a CAL-OSHA approved First Aid Kit) for your work force. All of these items are required upon mobilizing the jobsite.



I. UNIT PRICES:

The Unit Prices shall be administered in accordance with the Contract Documents, and shall be firm for the duration of the Work and shall be inclusive of all costs and associated expenses of Subcontractor whether the work is performed by Subcontractor or Subcontractor's lower tier contractors, including but not limited to, overhead, profit, insurance bonds, and all other items, tangible or intangible. It shall be solely Arciero's option to utilize these Unit Prices for any modifications to Subcontractor's scope of work.

Gerdau Steel, Inc.'s Unit Prices are as follows:

Structural Rebar Add: \$.82 per pound, fabricated, delivered & installed.

Curbs & Misc. Rebar Add: \$.95 per pound, fabricated, delivered & installed.

PT Add: \$.N/A per pound.

Mesh Add: \$.N/A per square foot.

Redetailing: \$60.00 per hour.

Estimating: \$60.00 per hour.

II. LABOR RATES

The following are the all inclusive hourly rates for all craft classifications for Subcontractor and Subcontractor's lower tier Subcontractors, which include all profit and overhead (including, but not limited to, management, supervision, engineering, services, consumables, supplies, tools, cleaning devices, testing devices, warehousing, temporary facilities, safety equipment, insurance, taxes, licenses, permits, profits, overhead (both jobsite and home office), fees and all other items, tangible or intangible). Subcontractor's overtime rates shall apply on weekdays for more than eight hours and less than ten hours and on Saturdays for less than eight hours. Premium time rates shall apply on weekdays for more than ten hours, on Saturday for more than eight hours and on all Sundays and holidays. It shall be solely Arciero's option to utilize these labor rates for any modifications to Subcontractor's scope of work.

Gerdau Steel's Labor Rates are attached and made part of this Subcontract Agreement

III. EQUIPMENT RATES

The following are the all inclusive equipment rates for all equipment for Subcontractor and Subcontractor's lower tier Subcontractors, which include all fuel, maintenance, profit and overhead (including, but not limited to, management, supervision, engineering, services, consumables, supplies, tools, cleaning devices, testing devices, warehousing, temporary facilities, safety equipment, insurance, taxes, licenses, permits, profit, overhead (both jobsite and home office), fees and all other items, tangible or intangible). The rates for equipment shall not include labor rates for equipment operators.



Equipment operator labor rates will be determined from the Labor Rate Schedule and all Subcontractors are required to include in that Schedule the applicable labor rates for their equipment operators. It shall be solely Arciero's option to utilize these labor rates for any modifications of Subcontractor's scope of work.

IV. ALTERNATES

Courthouse News Service



EXHIBIT "B"

LIST OF CONTRACT DOCUMENTS

Arciero Bros, Inc

RE: Contract Documents are attached for the Kaiser – Oceanside MOB Project (Ref. Architectural, Civil, Landscape, Structural, Mechanical, Plumbing, Electrical).

Courthouse News Service

LIST OF DRAWINGS

Drawing Number	Issue Date	Rev. Date	Description
General Information			
G0.00	01.17.2013	01.17.2013	Cover Sheet
G0.01	01.17.2013	01.17.2013	Index Sheet
G0.20	01.17.2013	01.17.2013	California Accessibility Requirements, Details & Notes
G0.21	01.17.2013	01.17.2013	Accessibility Details, Green Building Feature & Misc. Details
G0.30	01.17.2013	01.17.2013	Project Data & Code Analysis
G0.31	01.17.2013	01.17.2013	Plan- Fire & Life Safety, Overall Phase 1
G0.32	01.17.2013	01.17.2013	Plan- Fire & Life Safety Enlarged Phase 1
Civil			
C0-01	10.12.2012	01.17.2013	Precise Grading Plans Title Sheet
C0-02	10.12.2012	01.17.2013	Precise Grading Plans Notes
C1-00	10.12.2012	01.17.2013	Precise Grading Plan Survey Sheet For Reference Only
C1-20	10.12.2012	01.17.2013	Grading Plans Approved SWMP
C1-21	10.12.2012	01.17.2013	Grading Plans Approved SWMP
C1-30	10.12.2012	01.17.2013	Precise Grading Plans Horizontal Control Sheet
C1-31	10.12.2012	01.17.2013	Precise Grading Plans Plan View
C1-40	10.12.2012	01.17.2013	Improvement Plans 8" Public Waterline Title Sheet
C1-41	10.12.2012	01.17.2013	Improvement Plans 8" Public Waterline Profile Sheet
C2-00	10.12.2012	01.17.2013	Precise Grading Plans Profile Sheet
C2-01	10.12.2012	01.17.2013	Precise Grading Plans Profile Sheet
C2-02	10.12.2012	01.17.2013	Precise Grading Plans Details
Landscape			
L0-00	01.17.2013	01.17.2013	Cover Sheet
L1-01	01.17.2013	01.17.2013	Irrigation Plan
L1-11	01.17.2013	01.17.2013	Tree Survey
L1-12	01.17.2013	01.17.2013	Planting Plan
L5-01	01.17.2013	01.17.2013	Irrigation Details
L5-02	01.17.2013	01.17.2013	Irrigation Details
L5-11	01.17.2013	01.17.2013	Planting / Landscape Details
Architectural			
A1.00	01.17.2013	01.17.2013	Plan Site - Overall Demo
A1.11	Not Issued for Construction	10.04.2012	Plan Site - Phase 1
A1.20	01.17.2013	01.17.2013	Enlarged Site Plan
A1.21	01.17.2013	01.17.2013	Enlarged Site Plan & Details - Exterior Stair
A1.22	01.17.2013	01.17.2013	Plan Site - Enlarged Trash Enclosure Plans & Details
A1.23	01.17.2013	01.17.2013	Enlarged Site Plan & Details - Louver Wall
A1.24	01.17.2013	01.17.2013	Site Details
A1.25	01.17.2013	01.17.2013	Enlarged Site Plan - Entry & Staff Patio
A2.01	01.17.2013	01.17.2013	Slab Plan - Overall 1st Floor
A2.11	01.17.2013	01.17.2013	Plan - Overall 1st Floor
A2.12	01.17.2013	01.17.2013	Plan - Overall Roof - Phase 1
A2.21	01.17.2013	01.17.2013	Plan Equipment - Overall 1st Floor
A2.31	01.17.2013	01.17.2013	Plan Reflected Ceiling - Overall 1st Floor
A3.00	01.17.2013	01.17.2013	Elevations - Building Phase 1
A3.01	01.17.2013	01.17.2013	Elevations - Building Phase 1
A3.10	01.17.2013	01.17.2013	Sections Building
A3.21	01.17.2013	01.17.2013	Wall Sections
A3.22	01.17.2013	01.17.2013	Wall Sections
A3.23	01.17.2013	01.17.2013	Wall Sections
A3.24	01.17.2013	01.17.2013	Wall Sections
A3.25	01.17.2013	01.17.2013	Wall Sections
A4.11	01.17.2013	01.17.2013	Plan Enlarged - Northwest Quadrant
A4.12	01.17.2013	01.17.2013	Plan Enlarged - Northeast Quadrant
A4.13	01.17.2013	01.17.2013	Plan Enlarged - Southeast Quadrant
A4.14	01.17.2013	01.17.2013	Plan Enlarged - Southwest Quadrant
A4.15	01.17.2013	01.17.2013	Plan Enlarged - Clerestory
A5.11	01.17.2013	01.17.2013	Plan Equipment & Furniture Enlarged - Northwest Quadrant
A5.12	01.17.2013	01.17.2013	Plan Equipment & Furniture Enlarged - Northeast Quadrant
A5.13	01.17.2013	01.17.2013	Plan Equipment & Furniture Enlarged - Southeast Quadrant
A5.14	01.17.2013	01.17.2013	Plan Equipment & Furniture Enlarged - Southwest Quadrant
A5.20	01.17.2013	01.17.2013	Enlarged Radiology Plan
A6.11	01.17.2013	01.17.2013	Plan Reflected Ceiling - Northwest Quadrant
A6.12	01.17.2013	01.17.2013	Plan Reflected Ceiling - Northeast Quadrant
A6.13	01.17.2013	01.17.2013	Plan Reflected Ceiling - Southeast Quadrant
A6.14	01.17.2013	01.17.2013	Plan Reflected Ceiling - Southwest Quadrant
A7.11	01.17.2013	01.17.2013	Elevations Interior - South Building
A7.12	01.17.2013	01.17.2013	Elevations Interior - South Building
A7.13	01.17.2013	01.17.2013	Elevations Interior - North Building
A7.14	01.17.2013	01.17.2013	Elevations Interior - North Building
A7.15	01.17.2013	01.17.2013	Elevations Interior - North Building
A7.16	01.17.2013	01.17.2013	Elevations Interior - Lobby
A7.17	01.17.2013	01.17.2013	Elevations Interior - Toilet
A8.00	01.17.2013	01.17.2013	Schedule - Opening Door
A8.01	01.17.2013	02.19.2013	Schedule Opening - Windows
A8.10	01.17.2013	01.17.2013	Details - Openings
A8.11	01.17.2013	01.17.2013	Details - Openings
A8.20	01.17.2013	01.17.2013	Wall Type Schedule

LIST OF DRAWINGS

Drawing Number	Issue Date	Rev. Date	Description
A8-30	01.17.2013	01.17.2013	Details - Interior Misc. (Accessory Mounting)
A8-31	01.17.2013	01.17.2013	Details - Interior Misc.
A8-32	01.17.2013	01.17.2013	Details - Interior Misc.
A8-40	01.17.2013	01.17.2013	Details - Casework
A8-50	01.17.2013	01.17.2013	Details - Ceiling
A8-51	01.17.2013	01.17.2013	Details - Ceiling
A8-70	01.17.2013	01.17.2013	Details - Exterior Plan Details
A8-71	01.17.2013	01.17.2013	Details - Exterior Details
A8-72	01.17.2013	01.17.2013	Details - Exterior Details
A8-80	01.17.2013	01.17.2013	Exterior Section Details
A8-81	01.17.2013	01.17.2013	Exterior Section Details
A8-82	01.17.2013	01.17.2013	Exterior Section Details
A8-83	01.17.2013	01.17.2013	Exterior Section Details
A8-84	01.17.2013	01.17.2013	Exterior Section Details
A8-90	01.17.2013	01.17.2013	Details - Roof
A8-92	01.17.2013	01.17.2013	Details - Mechanical Equipment Enclosure
Interior (For Reference Only)			
ID-0-00	10.11.2012	01.17.2013	Finish Legend and General Notes
ID1-00	10.11.2012	01.17.2013	Plan Overall Finish
ID1-10	10.11.2012	01.17.2013	Plan Overall Furniture
ID4-01	10.11.2012	01.17.2013	Plan Enlarge Finish Northwest Quadrant
ID4-02	10.11.2012	01.17.2013	Plan Enlarge Finish Northeast Quadrant
ID4-03	10.11.2012	01.17.2013	Plan Enlarge Finish Southwest Quadrant
ID4-04	10.11.2012	01.17.2013	Plan Enlarge Finish Southeast Quadrant
ID4-11	10.11.2012	01.17.2013	Plan Enlarge Furniture Northwest Quadrant
ID4-12	10.11.2012	01.17.2013	Plan Enlarge Furniture Northeast Quadrant
ID4-13	10.11.2012	01.17.2013	Plan Enlarge Furniture Southwest Quadrant
ID4-14	10.11.2012	01.17.2013	Plan Enlarge Furniture Southeast Quadrant
ID5-01	10.11.2012	01.17.2013	Details Finish
ID5-02	10.11.2012	01.17.2013	Details Finish
ID5-03	10.11.2012	01.17.2013	Details Finish
Structural			
S0-00	10.11.2012	01.17.2013	General Notes
S1-00	10.11.2012	01.17.2013	Typical Details
S1-10	10.11.2012	01.17.2013	Typical Details
S1-20	10.11.2012	01.17.2013	Typical and Miscellaneous Details
S1-30	10.11.2012	01.17.2013	Typical and Miscellaneous Details
S1-40	10.11.2012	01.17.2013	Typical Details
S2-00	10.11.2012	02.18.2013	Foundation Framing Plan
S2-10	10.11.2012	01.17.2013	Roof Framing Plan
S2-20	10.11.2012	01.17.2013	Trash Enclosure Plans, Sections and Details
S5-00	10.11.2012	01.17.2013	Stair Plans, Sections and Details
S5-10	10.11.2012	01.17.2013	Equipment Anchorage and Details
S5-20	10.11.2012	01.17.2013	Equipment Anchorage and Details
S5-30	10.11.2012	01.17.2013	Equipment Anchorage and Details
S5-40	10.11.2012	01.17.2013	Equipment Anchorage and Details
S7-00	10.11.2012	01.17.2013	Wall and Braced Frame Elevations
S7-10	10.11.2012	01.17.2013	Moment Frame Elevations
S7-20	10.11.2012	01.17.2013	Moment Frame Elevations
S7-30	10.11.2012	01.17.2013	Moment Frame Elevations
Plumbing			
P0-10	10.11.2012	01.17.2013	Plumbing Notes, Legend and Abbreviations
P1-11	10.11.2012	01.17.2013	Plumbing Site Plan
P2-11	10.11.2012	01.17.2013	Overall Plumbing Plan
P2-12	10.11.2012	01.17.2013	Overall Plumbing Roof Plan
P4-11	10.11.2012	01.17.2013	Plumbing Enlarged - Northwest Quadrant
P4-12	10.11.2012	01.17.2013	Plumbing Enlarged - Northeast Quadrant
P4-13	10.11.2012	01.17.2013	Plumbing Enlarged - Southeast Quadrant
P4-14	10.11.2012	01.17.2013	Plumbing Enlarged - Southwest Quadrant
P5-11	10.11.2012	01.17.2013	Riser Diagrams
P6-11	10.11.2012	01.17.2013	Plumbing Details
Mechanical			
M1-00	10.11.2012	01.17.2013	Mechanical Notes, Legend and Abbreviations
M1-01	10.11.2012	01.17.2013	Mechanical Schedules
M1-02	10.11.2012	01.17.2013	Mechanical Title 24 Compliance Forms
M2-00	10.11.2012	01.17.2013	Overall Mechanical Plan
M2-002	10.11.2012	01.17.2013	Overall Mechanical Zoning Plan
M2-01	10.11.2012	01.17.2013	Overall Mechanical Piping Plan
M2-12	10.11.2012	01.17.2013	Overall Mechanical Roof Plan
M4-11	10.11.2012	01.17.2013	Mechanical Enlarged - Northwest Quadrant
M4-12	10.11.2012	01.17.2013	Mechanical Enlarged - Northeast Quadrant
M4-13	10.11.2012	01.17.2013	Mechanical Enlarged - Southeast Quadrant
M4-14	10.11.2012	01.17.2013	Mechanical Enlarged - Southwest Quadrant
M5-10	10.11.2012	01.17.2013	Mechanical Details
M5-11	10.11.2012	01.17.2013	Mechanical Details
M5-12	10.11.2012	01.17.2013	Mechanical Details
M5-13	10.11.2012	01.17.2013	Mechanical Details
M6-10	10.11.2012	01.17.2013	Mechanical Control Diagrams

LIST OF DRAWINGS

Drawing Number	Issue Date	Rev. Date	Description
M6-11	10.11.2012	01.17.2013	Mechanical Control Diagrams
M6-12	10.11.2012	01.17.2013	Mechanical Control Diagrams
M6-13	10.11.2012	01.17.2013	Mechanical Control Diagrams
M6-14	10.11.2012	01.17.2013	Mechanical Control Diagrams
Electrical			
E0-10	01.17.2013	01.17.2013	General - Notes, Symbol, and Abbreviations
E0-20	01.17.2013	01.17.2013	Diagram - Single Line
E0-30	01.17.2013	01.17.2013	Schedules - Light Fixtures
E0-31	01.17.2013	01.17.2013	Schedules - Indoor Title 24
E0-32	01.17.2013	01.17.2013	Schedules - Outdoor Title 24
E0-40	01.17.2013	01.17.2013	Enlarged - Electrical and Telecom Rooms
E0-50	01.17.2013	01.17.2013	Details - Electrical
E0-51	01.17.2013	01.17.2013	Details - Electrical
E0-60	01.17.2013	01.17.2013	Schedules - Panels
E1-00	01.17.2013	01.17.2013	Plan - Electrical Site
E1-10	01.17.2013	01.17.2013	Plan - Electrical Site Photometric
E2-11	01.17.2013	01.17.2013	Plan - Lighting Northwest Quadrant
E2-12	01.17.2013	01.17.2013	Plan - Lighting Northeast Quadrant
E2-13	01.17.2013	01.17.2013	Plan - Lighting Southeast Quadrant
E2-14	01.17.2013	01.17.2013	Plan - Lighting Southwest Quadrant
E3-11	01.17.2013	01.17.2013	Plan - Power and Signal Northwest Quadrant
E3-12	01.17.2013	01.17.2013	Plan - Power and Signal Northeast Quadrant
E3-13	01.17.2013	01.17.2013	Plan - Power and Signal Southeast Quadrant
E3-14	01.17.2013	01.17.2013	Plan - Power Signal Southwest Quadrant
E3-20	01.17.2013	01.17.2013	Plan - Electrical Roof
E4-10	01.17.2013	01.17.2013	Plan J-Hook Pathway
FA0-10	01.17.2013	01.17.2013	General Project Information and Equipment Legend
FA0-20	01.17.2013	01.17.2013	General Notes and Details
FA1-00	01.17.2013	01.17.2013	Plans Fire Alarm System Floor Plan
FA5-00	01.17.2013	01.17.2013	Details Fire Alarm System Panel Layout
FA6-00	01.17.2013	01.17.2013	Schedules Fire Alarm System Calculations
Security (For Reference Only)			
TY0-00	10.11.2012	01.17.2013	Security Electronics Symbols Legend and Notes Sheet
TY1-10	10.11.2012	01.17.2013	Security Electronics First Floor Plan
TY1-11	10.11.2012	01.17.2013	Security Electronics First Floor Northwest Plan
TY1-12	10.11.2012	01.17.2013	Security Electronics First Floor Northeast Plan
TY1-12.P	10.11.2012	01.17.2013	Security Electronics First Floor Southeast Pharmacy Plan
TY1-13	10.11.2012	01.17.2013	Security Electronics First Floor Southeast Plan
TY1-14	10.11.2012	01.17.2013	Security Electronics First Floor Southwest Plan
TY1-20	10.11.2012	01.17.2013	Security Electronics First Floor Plan
TY3-01	10.11.2012	01.17.2013	Security Electronics Details and Riser Diagram Sheet
TY4-01	10.11.2012	01.17.2013	Security Electronics Details Sheet
TY4-02	10.11.2012	01.17.2013	Security Electronics Details Sheet
Signage (For Reference Only)			
AG1-00	10.11.2012	10.05.2012	Graphic Standards
AG1-01	10.11.2012	10.05.2012	Plan Site
AG2-10	10.11.2012	10.05.2012	Elevations Building Signage
AG4-10	10.11.2012	10.05.2012	Exterior Signs
AG4-20	10.11.2012	10.05.2012	Interior Code Signs
AG4-21	10.11.2012	10.05.2012	Interior Code Signs



EXHIBIT "C"

BILLING PACKET

PLEASE USE THE FORMS THAT ARE ATTACHED WITH YOUR CONTRACT DOCUMENTS WHEN BILLING FOR THIS PROJECT. (NO EXCEPTIONS)

Courthouse News Service

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

TO: Arciero Bros, Inc.
1901 Nancita Circle
Placentia, CA 92870

FROM: _____

JOB NO. _____ PROJECT NAME: _____

Payment Request No. _____ Period from _____ to _____, 200____
Month Month

STATEMENT OF CONTRACT ACCOUNT:

- | | |
|---|----------|
| 1. Original Contract Amount | \$ _____ |
| 2. Approved Change Orders: No's | \$ _____ |
| Adjusted Contract Amount | \$ _____ |
| 4. Value of Work completed to Date (per attached Schedule) | \$ _____ |
| 5. Value of Approved Change Orders Completed (per attached) | \$ _____ |
| 6. Total Gross Billing to Date | \$ _____ |
| 7. Less Previous Gross Billing to Date | \$ _____ |
| 8. Amount this request | \$ _____ |
| 9. Less 10% Retention | \$ _____ |
| 10. AMOUNT DUE THIS REQUEST | \$ _____ |

CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to date as shown above represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and _____ to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the Contractor to (1) all of my subcontractors, (sub-subcontractors) and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with Federal, State and Local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws, and any applicable Codes and Ordinances for construction as applicable to the performance of this contract.

I further certify that the amount received under this payment request will be applied to discharge all labor, material and subcontract obligations applicable to this project and up to the date hereof.

Date: _____

By: _____

Title: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Social security number [][]-[][]-[][][][][][][] Employer identification number [][]-[][][][][][][][][]
--	---

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	Sign Here Signature of U.S. person ▶ _____ Date ▶ _____
---	--

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
• An individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



- 4) Broad Form Blanket Contractual Liability insuring for liability assumed under this contract and all other contracts relative to the project.
- 5) Personal Injury Liability with employee and contractual exclusions deleted.
- 6) Broad Form Property Damage extended to apply to Completed Operations with one (1) year extension beyond completion and acceptance of this project.
- 7) Automobile Liability insuring Contractor for operations of all owned, hired and non-owned vehicles.

- II. The carrying of the Insurance described shall in no way be interpreted as relieving the subcontractor of his responsibility under this contract. The subcontractor shall file certificates of such liability insurance with Owner and/or Construction Company, which shall be subject to the Owner's and Construction Company's approval of adequacy of protection and the satisfactory character of the insurer. In the event of failure of the subcontractor to furnish and maintain such insurance and furnish satisfactory evidence thereof, the Owner or Construction Company shall have the right to take out and maintain the same for all parties on behalf of the subcontractor who agrees to furnish all necessary information and pay the cost of doing same immediately upon receipt of copy of invoice.
- III. Any type of insurance or any increase of limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- IV. Any policies effected by the Contractor on their Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against:

OWNER: OWNER'S NAME

GENERAL CONTRACTOR: GENERAL CONTRACTOR'S NAME

SUBCONTRACTOR: ARCIERO BROS., INC.

- V. Certificates shall be held in the name of:

CERTIFICATE HOLDER

- VI. Additional insureds shall be as follows:

ADDITIONAL INSURED WITH ADDRESSES

and their respective board members, commissioners, directors, officers, partners, employees, agents, licensees, invitees and affiliated companies.

Please refer to the attached Insurance Requirements for any additional requirements to meet the insurance requirements for this project.

Mandatory Insurance Requirements

Prior to commencement of any Work under this Subcontract, and until a full obligation under this Subcontract are fulfilled, Subcontractor and each and every sub-subcontractor shall, at its own expense, maintain the following minimum insurance on its own behalf, and furnish to Contractor, certificates of insurance evidencing same and reflecting the effective date of such coverage as follows: Insurers must maintain a Best's rating of A+ or higher and be admitted/licensed in every state where Work is performed. Subcontractor shall maintain the following coverages with limits no less than the limits of liability specified in the Contract Documents, or as stated in this section, whichever is greater:

COVERAGE

LIMITS

Worker's Compensation

Statutory

(Include Declaration Page listing all states covered by your firm's policy)

Employer's Liability

\$1,000,000 per employee
\$1,000,000 per disease
\$1,000,000 per accident

Comprehensive General Liability: (including products liability and completed operation for at least three (3) years from Project completion, independent contractors liability insurance, explosion, collapse and underground where applicable):

Combined Single Limit:

General Aggregate

\$2,000,000

Products – Completed Operations

\$2,000,000

Personal & Advertising Injury

\$1,000,000

Each Occurrence

\$1,000,000

Comprehensive Automobile Liability: (including all owned, lease, hired and non-owned automobiles):

Combined Single Limit

\$1,000,000

Umbrella

Umbrella must be follow-form of the underlying policies

\$5,000,000 each occurrence
\$5,000,000 aggregate

Subcontractor's insurance shall provide contractual coverage for Subcontractor's indemnity obligations required by the Subcontract.

Waiver of Subrogation: The Commercial General Liability, Automobile Liability, Worker's Compensation and Umbrella Liability policies are required to contain a waiver of all subrogation rights of both Subcontractor and its insurance company against Contractor, Owner and all additional insureds. That certification of insurance must indicate that such waiver is in effect.

Notice of Cancellation Clause: 30 days written notice to Contractor and Owner in advance of any cancellation or material change.

Additional Insured: Subcontractor shall name gkkworks Construction Services, the Owner, and any other person/entity that Contractor is required to name pursuant to the Contract Documents, as an additional insured under all policies other than Worker's Compensation. Endorsement CG 20 10 1185 or its equivalent is required with a copy of the endorsement attached to and made a part of the certificate of insurance. All policies furnished by Subcontractor shall be primary and non-contributing with respect to the additional insureds. If Subcontractor fails to procure and maintain such insurance, Contractor shall have the right, but not the obligation, to procure and maintain the said insurance for and in the name of Subcontractor and Subcontractor shall pay the cost thereof, and shall furnish all necessary information to make effective and maintain such insurance or at Contractor's option, Contractor may offset the cost incurred by Contractor against amounts otherwise payable to Subcontractor hereunder.

Insurance certificate must specify JOB NUMBER, JOB NAME AND LOCATION

PROVIDE CERTIFICATION OF INSURANCE PRIOR TO COMMENCEMENT OF THE WORK

Certificate Holder:

gkkworks Construction Services
2355 Main Street, Suite 220
Irvine, CA 92614

INSURANCE AND INDEMNIFICATION**1. INSURANCE REQUIREMENTS**

- A. Before commencing any Work under the Master Agreement, whether pre-construction, planning or otherwise, Contractor shall furnish to Owner satisfactory proof that Contractor has in force continuously for the entire period covered by the Contract the following classes of insurance in the form and with limits specified in Document 00 5020S (Work Authorization – Construction Phase Services). Amounts in bold faced brackets [] below are minimum amounts that apply unless Document 00 5200S (Master Agreement for General Contractors) states otherwise, provided that items marked with a "*" need not be provided until at or before the effective date of Document 00 5020S.

1. **Commercial General Liability Insurance** covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations, contractual liability, personal and advertising injury. Contractor shall keep the commercial general liability insurance in place for 10 years following completion of the Work. The commercial general liability insurance limits shall be dedicated solely to the specific Project described in this Master Agreement, and shall have limits as provided in Document 00 5020S (Work Authorization – Construction Phase Services), otherwise, not less than:

- a. **[\$1,000,000]** each Occurrence
- b. **[\$1,000,000]** each occurrence for personal injury and advertising injury
- c. **[\$2,000,000]** aggregate for products and completed operations
- d. **[\$2,000,000]** general aggregate limit, which shall apply separately and be reinstated annually

Except for any exclusions relating to EIFS, lead and asbestos risks, the policy shall not contain any exclusions directed toward any types of projects, materials, or processes involved in the Work. Coverage shall include but not be limited to the following and shall not include any endorsements restricting these coverages:

- a. Contractual Liability to cover liability assumed under the agreement;
- b. Products/Completed Operations Liability Insurance
- c. Broad Form Property Damage
- d. Explosion, collapse and underground hazards, if such exposure exists
- e. Independent Subcontractors
- f. Severability of interests
- g. Cross Liability
- h. Silicosis
- i. ~~Limited Professional Liability – contractor means and methods CG 2270~~ *the*

Any self-insured retention must be approved by Owner pursuant to Paragraph J of this Document 00 7316S.

2. **Business Auto Insurance** covering all owned, non-owned, and hired vehicles on and off-site. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 00 20), with limits as provided in Document 00 5020S (Work



Authorization – Construction Phase Services), otherwise, not less than **[\$1,000,000]** each accident, and **[\$1,000,000]** each occurrence for claims subject to The Motor Carrier Act of 1980. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached. Any statutorily required “No-Fault” benefits and uninsured/underinsured motorists coverage should be included.

3. **Workers’ Compensation and Employer’s Liability Insurance** for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the laws of the State. Coverages and limits shall be as provided in Document 00 5020S (Work Authorization – Construction Phase Services), otherwise, shall include:

- a. Workers’ compensation – statutory limit
- b. Employer’s liability
 - i. \$1,000,000 bodily injury for each accident
 - ii. \$1,000,000 bodily injury by disease for each employee.
 - iii. \$1,000,000 bodily injury disease aggregate
- c. Voluntary Compensation
- d. If there is an exposure or injury to Contractor’s employees under the U.S. Longshoremen’s and Harbor Workers’ Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

4. **Umbrella/Excess Liability Insurance** on an occurrence basis in excess of the underlying insurance identified in subparagraphs A.1, A.2 and A.3.b herein, and which is at least as broad as each and every one of the underlying policies. The umbrella/excess liability policies shall be written on a “drop-down-following form” basis, with only such exceptions as Owner shall expressly approve in writing. The amounts of insurance required in subparagraphs A.1, A.2, A.3.b and this A.4 may be satisfied by Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified below for these types when added to the limit for this Section.

The umbrella/excess liability insurance limits shall be dedicated solely to the specific Project described in this Master Agreement, and shall have limits as provided in Document 00 5020S (Work Authorization – Construction Phase Services), otherwise, not less than the following amounts:

- a. **[\$5,000,000]** Any one occurrence and annually reinstating General Aggregate; and
- b. **[\$5,000,000]** Any one occurrence and Aggregate Products/Completed Operations.

The umbrella/excess liability insurance shall be kept in place for ten years following completion of the Work. Any self insured retention must be approved by Owner pursuant to Paragraph J of this Document 00 7316S.

5. **Contractor’s Equipment:** Contractor will maintain All Risk Equipment Insurance covering all risk of physical damage to equipment provided for use at the Project site by the Contractor, whether owned, leased, rented, borrowed or used at the

Project site. Contractor agrees to waive and does hereby waive its rights of recovery against Owner and each of its officers, employees, consultants and agents including, but not limited to the Board and each Owner Representative, as to any damage or loss which may occur to its equipment to the extent covered by insurance. Contractor will have the insurance company specifically agree to this waiver. If uninsured, Contractor will hold harmless Owner and each of its officers, employees, consultants and agents including, but not limited to the Board and each Owner Representative, for loss or damage to its tools and equipment.

6. ~~**Contractor's Pollution Legal Liability Insurance** covering claims for bodily injury, property damage, including mold and loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, all in connection with any pollution conditions arising from Contractor's operations or completed operations, performed by or on behalf of Contractor. Completed operations coverage will remain in effect for no less than 5 years after Substantial Completion of the Work. Such coverage shall be written on an occurrence basis and shall apply to sudden and non-sudden pollution conditions and shall be placed with an insurer and in a form acceptable to Owner. If any pollution liability coverages cannot be obtained on an occurrence form, after using best efforts to do so, such coverages may be provided on a claims-made basis. The pollution legal liability policy shall be dedicated solely to the specific Project described in the Work Authorization, and shall have limits as provided in Document 00 5020S (Work Authorization – Construction Phase Services), otherwise, not less than **[\$1,000,000]** per occurrence and in the aggregate.~~

Any self insured retention must be approved by Owner pursuant to Paragraph J of this Document 00 7316S. HMB

7. If any aircraft is to be used in the performance of the Work, **Aircraft Liability** liability insurance (including owned and non-owned) shall have limits as provided in Document 00 5020S (Work Authorization – Construction Phase Services), otherwise, with the following minimum limits:

- a. Bodily Injury: **[\$2,000,000]** each occurrence
[\$1,000,000] each person
- b. Property Damage: **[\$2,000,000]** each occurrence

- B. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State where the Project is located and (other than for workers' compensation) must have a rating of A XV or better in the most recent edition of Best's Insurance Reports or otherwise satisfactory to Owner. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

C. Certificates of Insurance:

1. Contractor shall furnish owner with certificates of insurance completed by a duly authorized representative evidencing coverage required under paragraph A of this Document 00 7316S. Such certificates shall be delivered to Owner before any Work hereunder is commenced by Contractor and annually thereafter on or before the policy effective dates of Contractor's general liability insurance policy, and shall provide that no coverage under the policies shall be terminated,

canceled or materially modified unless and until at least thirty (30) days prior written notice has been given to Owner. Contractor shall inform Owner in writing thirty (30) days prior to terminating or any materially modifying coverage required in this Document 00 7316S.

2. Failure of the Owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
3. Owner's acceptance of delivery of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the owner that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.
4. Owner has the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Project Site until Owner receives all certificates or other evidence that insurance has been placed in complete compliance with these requirements.
5. If any of the coverages are required to remain in force after Substantial Completion, Contractor shall submit an additional certificate evidencing continuation of such coverage with its final billing and at each subsequent renewal of Contractor's insurance.

D. Required Endorsements: Except as provided below, the policies required under paragraph A of this Document 00 7316S shall be endorsed, in a form and manner acceptable to Owner, providing as follows:

1. Except with regard to Professional Liability (if otherwise required), and Workers' Compensation and Employer's Liability insurance, Kaiser Foundation Hospitals, Kaiser Foundation Health Plan, Inc., their parent, subsidiary and affiliated companies, and their Boards of Directors, employees, representatives, consultants, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured. Such additional insured endorsement for Commercial General Liability and Excess/Umbrella coverages shall be equivalent to ISO form GC 20 10 07 04, together with ISO form GC 20 37 07 04. The additional insured requirement for Commercial General Liability and Excess/Umbrella coverages is for the duration of the Contract and an additional ten (10) years following Substantial Completion of the Work.
2. Except with regard to Professional Liability (if otherwise required), and Workers' Compensation and Employer's Liability insurance, each policy, including additional insured coverages, shall be primary and no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.
3. The insurance carriers waive their rights of subrogation against Owner and all additional insureds, as well as other insurance carriers for the Work.
4. **Declarations Pages Required.** Contractor or its insurance broker shall submit a copy of the Declarations page for each policy. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.

- E. Certificates of insurance and endorsements shall have clearly typed thereon Owner name and title of Contract Documents (and, for All-Risk Equipment Insurance if procured on a per-Project basis, Project name). Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to Owner (Attention: Administrative Services Division) at the address listed in Document 00 5200S (Master Agreement), 30 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents, and such additional periods as required in this Document 00 7316S. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon Owner's request, Contractor shall submit to Owner, within 10 Days, copies of the actual insurance policies or renewals or replacements.
- F. **Insurance Primary:** All limits and coverages required of the Contractor in this Document 00 7316S shall be primary over any insurance or self-insurance program carried by Owner and the additional insureds.
- G. **Joint Ventures:** If the Contractor is a joint venture involving two or more entities, each independent entity will satisfy the limits and coverages specified in this Document 00 7316S or the joint venture will be named insured under each policy specified.
- H. **Waiver of Right to Recovery including Subrogation:** Contractor hereby waives all its rights of recovery and shall require all insurance policies in any way related to the Work secured and maintained by the Contractor to include clauses stating each insurer will waive all rights of recovery, under subrogation or otherwise, against Owner and all tiers of contractors or consultants engaged directly by Owner. Contractor will require all tiers of Subcontractors, vendors and suppliers, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this paragraph.
- I. **Cooperation:** Contractor shall fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the required policies, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.
- J. **Self Insured Retentions:** None of the insurance required of this Document 00 7316S shall be subject to any self insured retention unless Contractor declares them to Owner, and Owner approves them, in writing.
- K. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from Owner under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from Owner, Owner may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.
- L. Nothing in this Document 00 7316S shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations. Contractor's obligations to procure insurance are separate and independent of, and shall not limit Contractor's contractual indemnity



and defense obligations. Owner does not represent that coverages and limits required in this Contract will necessarily be adequate to protect Contractor.

- M.** Except for Professional Liability (if otherwise required) and Worker's Compensation coverages, Contractor shall by appropriate written agreements flow down the additional insured coverage, certificate, endorsement, waiver of subrogation and other requirements of this Document 00 7316S to all tiers of Subcontractors for all insurance required of such Subcontractors by Contractor for the Work.
- N.** Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, Owner may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents. If the Aggregate Limits on any Contractor's insurance policy are no longer available, Contractor must notify Owner and immediately, at Contractor's expense, purchase replacement coverage to meet insurance requirements as specified in this Document 00 7316S. Alternatively, the Contractor's failure to maintain the required insurance may result in termination for Default.
- O. Property Insurance:**
1. Unless otherwise provided in Document 00 5020S (Work Authorization – Construction Phase Services), Owner shall maintain "all risk" property insurance including boiler and machinery, and flood during the construction phase and upon the entire Work at the Site. Such insurance shall include Contractor and Subcontractors of all tiers as additional insureds as their interests may appear. Such insurance shall not cover Owner existing property outside the care, custody, and control of Contractor and such insurance shall terminate on that part of the Work upon Substantial Completion of that Work.
 2. Notwithstanding the foregoing, Contractor shall be responsible for the first **[\$10,000]** of each and every covered loss under this insurance.
 3. If Owner elects not to provide such insurance, Owner shall inform Contractor in writing. Contractor shall then provide the insurance, which will protect the interests of Contractor, Subcontractors, and sub-subcontractors in the Work, at Owner's cost by appropriate Change Order.
 4. Any loss insured under Paragraph O to be adjusted with Kaiser Foundation Hospitals as agent for itself and all other insureds named in the policy, and payable to the attention of Treasurer, Kaiser Foundation Hospitals within forty (40) days after acceptance of Proof of Loss by the property insurer. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to its subcontractors in a similar manner.
 5. Owner and Contractor waive all rights, including those of subrogation, against each other and the other's officers, employees, consultants and agents, for damages caused by fire or other perils to the extent covered by insurance maintained pursuant to this paragraph O applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. Contractor shall require Subcontractors of tiers, by appropriate agreements, written where legally required for validity, to provide similar waivers each in favor of all other parties enumerated in this subparagraph. This provision shall not operate to the extent that it would void any policy of insurance.

6. Owner as trustee shall have power to adjust and settle any loss with the insurers so long as it acts in good faith.

2. RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

A. Contractor's Responsibility for the Work.

1. Except for damage caused by the sole negligence or willful misconduct of Owner or its agents, Contractor shall be solely responsible for any loss or damage that may happen to any part of the Work, materials or other things used in performing the work, injury, sickness, disease, or death of any person as a result of the Work, or resulting damage to property.
2. Owner and each of its officers, employees, consultants and agents including, but not limited to the Board and each Owner Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person as a result of the Work; or damage to property resulting from any cause whatsoever except their sole negligence or willful misconduct, and Contractor releases all of the foregoing persons and entities from any and all such claims.
3. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants and agents including, but not limited to Owner, the Board and each Owner Representative.
4. Contractor also waives subrogation rights under applicable insurance policies, to the greatest extent permitted by law, and will require this same waiver of subrogation by its subcontractors, in all policies of insurance, against all other project participants, to include Contractor, subcontractors, Owner, IOR, government agencies, engineers and inspectors.

B. Claims Arising From the Work.

1. To the furthest extent permitted by law, Contractor shall assume defense of, and indemnify and hold harmless, Owner and each of its officers, employees, consultants and agents, including but not limited to the Board, and each Owner Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
2. Contractor's indemnity obligation shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct.

C. Scope of Indemnification Obligation.

Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them. In the event of loss, however, Contractor shall give all required notices to all insurance carriers, and shall require its subcontractors to do the same. Owner may, in its discretion, request evidence of such notices from Contractor.

D. Scope of Contract Limitations of Liability.

To the furthest extent permitted by law, the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents.

END OF DOCUMENT



EXHIBIT "E"

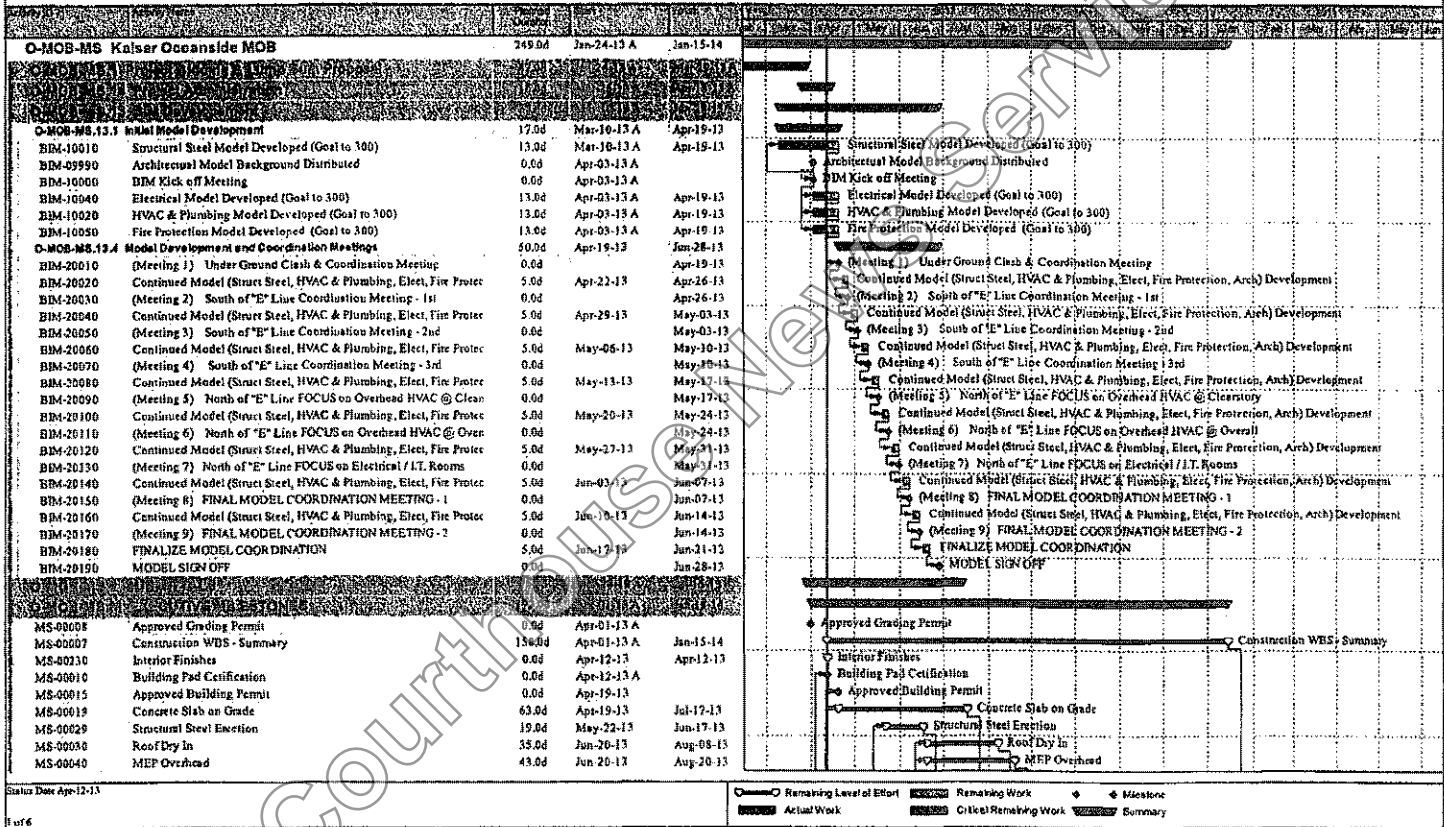
PROJECT SCHEDULE

The Project Schedule dated April 12, 2013 is incorporated and made part of this Subcontract Agreement.

Courthouse News Service

Kaiser Oceanside MOB
EXHIBIT D - Project Schedule

Print Date Apr-13-13

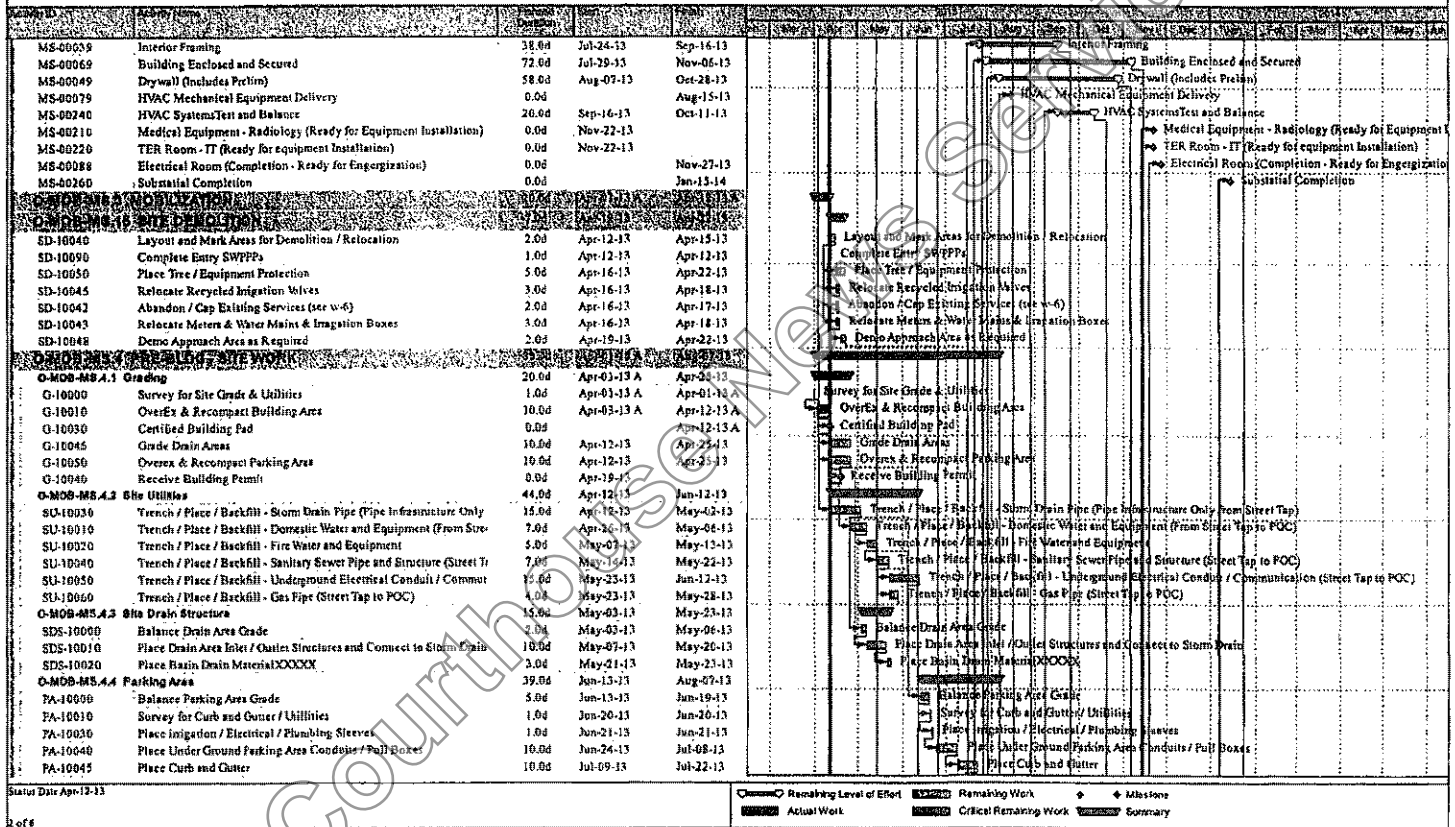


Status Date Apr-12-13

Kaiser Oceanside MOB

EXHIBIT D - Project Schedule

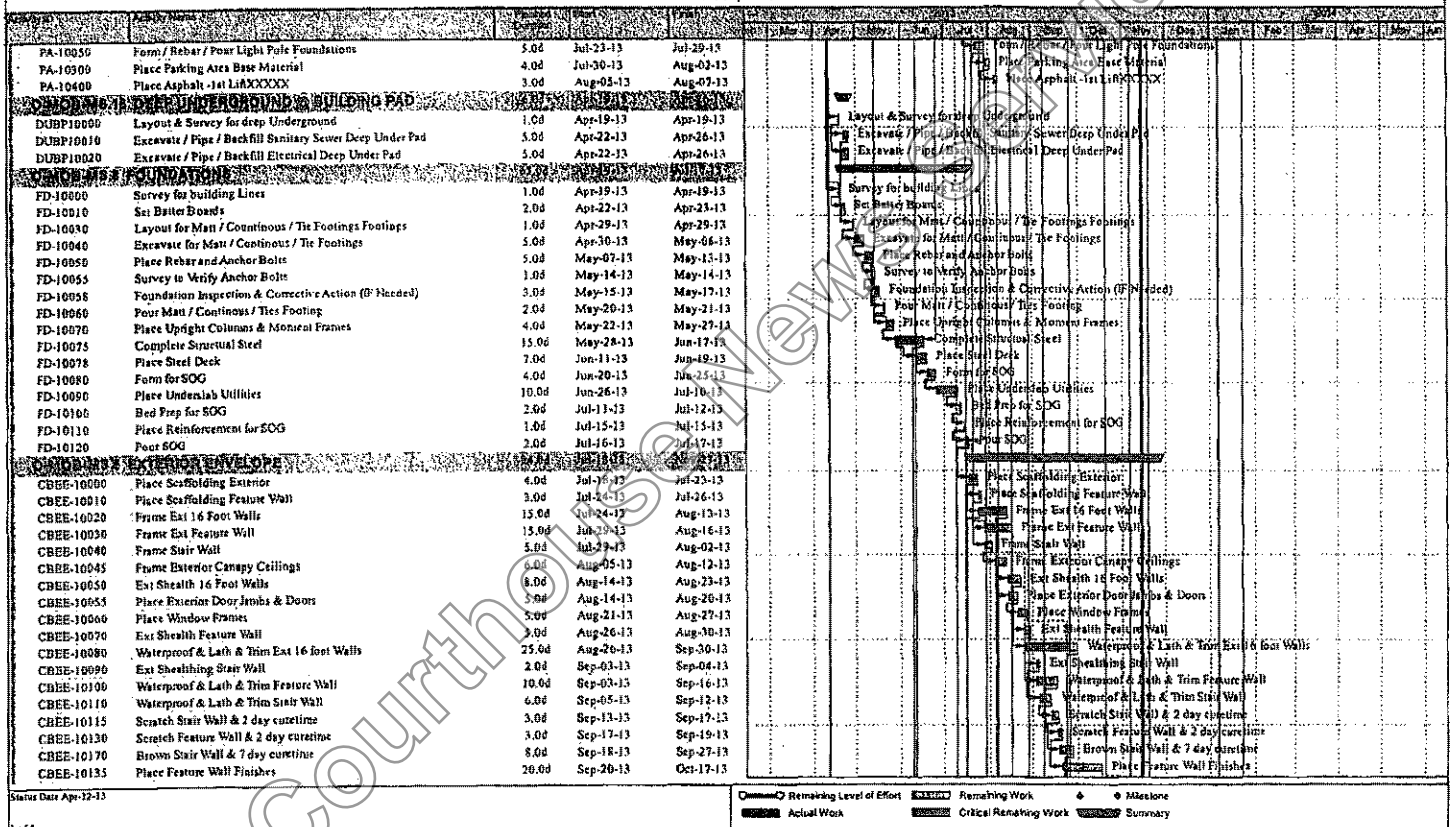
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Status Date Apr-13-13

Kaiser Oceanside MOB
EXHIBIT D - Project Schedule

Print Date Apr-13-13



Status Date Apr-12-13

☐ Remaining Level of Effort
 ☒ Remaining Work
 ☒ Milestone
☒ Actual Work
 ☒ Critical Remaining Work
 ☒ Summary

EXHIBIT D - Project Schedule

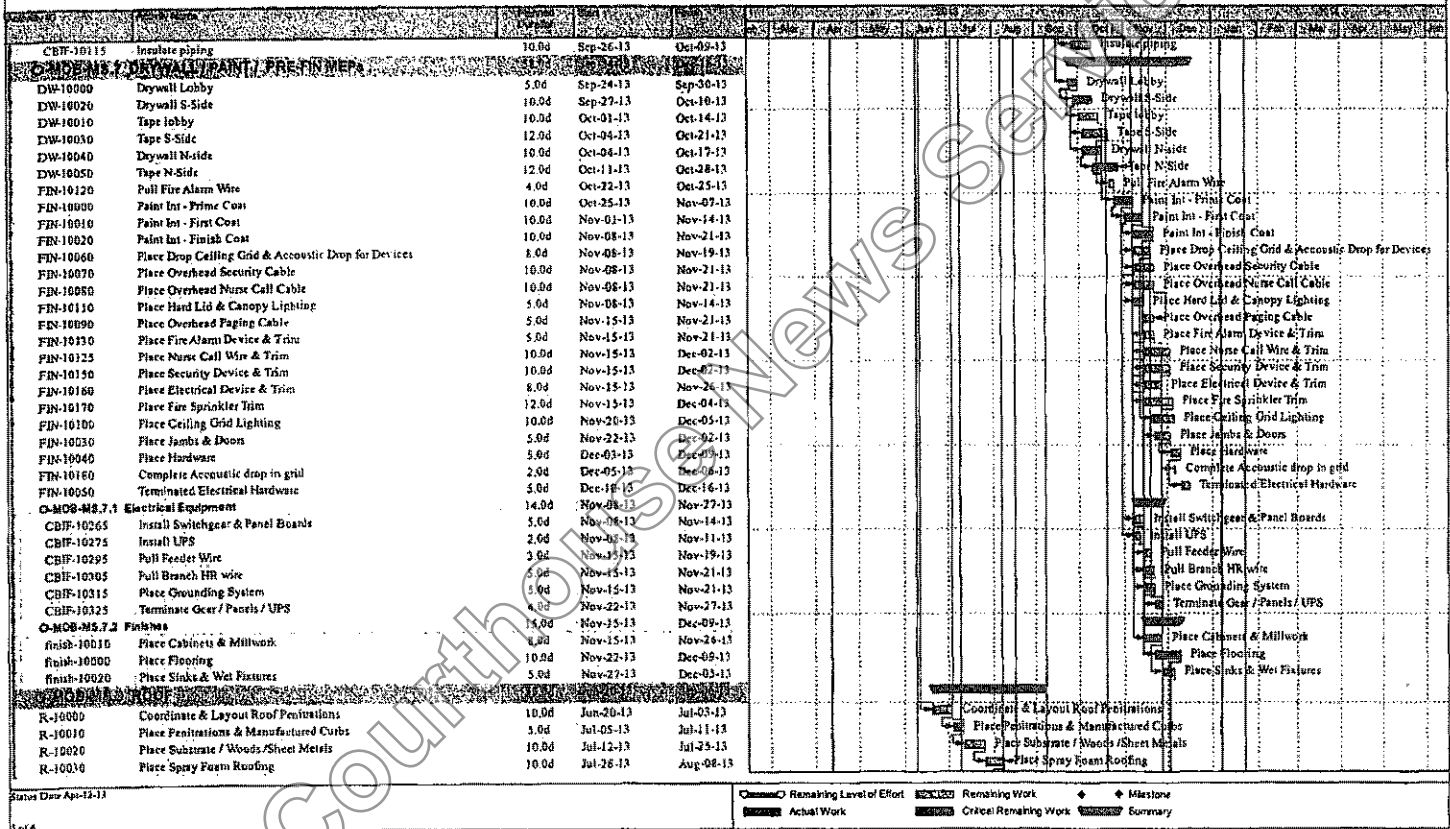
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Signed Date Apr. 12-13

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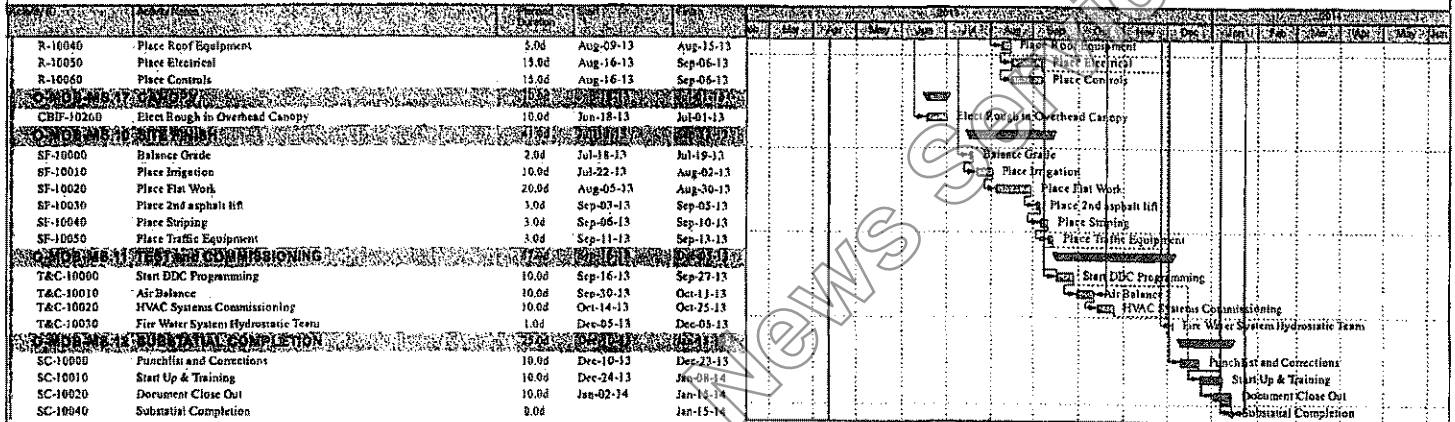
Kaiser Oceanside MOB
EXHIBIT D - Project Schedule

Print Date Apr-13-11



Kaiser Oceanside MOB
EXHIBIT D - Project Schedule

Print Date Apr-13-13



Status Date Apr-12-13

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Remaining Level of Effort
Remaining Work
Milestone
Actual Work
Critical Remaining Work
Summary

Glen

**EXHIBIT E
PROJECT WORK RULES**

gkkworks is committed to the safety of all its employees, and the employees of **Subcontractor** and sub-subcontractor present at our project sites. In our effort to make the project hazard free and provide the safest working conditions possible, we expect all site personnel to learn and practice the following basic work rules. In addition to the rules listed below, **Subcontractor** must comply with all rules contained in Section 7 of this Agreement, project specific work rules, and all local, county, state and federal regulations and/or agency policies. *Please See gkkworks Project Superintendent or Project Manager for additional information.*

Job Site Duties, Conduct & Dress Code

1. The word "provide" when used herein shall mean furnish and install completely, including all costs for labor, material, equipment, hoisting, scaffolding, tools, rigging and any other facilities necessary to complete the Work.
2. Illegal alcohol and drugs are strictly prohibited on all job sites. Anyone found to possess, sell or use drugs/alcohol or any controlled substance at any job site will be immediately removal from the job site.
3. Cellular phone usage is allowed within the facility. However, Nextel / Sprint type (push to talk devices must be kept on low).
4. This is a non-smoking building. No Smoking, chewing tobacco, or sunflower seeds will be allowed in the building during this project. The gkkworks Project Superintendent will determine an outdoor area for these activities.
5. The building restrooms are not to be used by subcontractor and craftsmen, exterior facilities are being provided by gkkworks.
6. Subcontractor's personnel shall dress in an appropriate and professional manner and as required by OSHA, gkkworks and gkkworks' clients. At a minimum this includes work boots, sleeved shirts (of at least four inches in length) and full length pants. Clothing, hardhats, and any item brought onto the project site shall not exhibit any profanity, drawing, writing, or any visual example that may be construed as gang related, of poor taste or in any way be considered harassment in any form.
7. gkkworks will provide sanitation facilities, temporary utilities, and safety lighting unless specifically noted otherwise. Drinking water and any special task lighting is the responsibility of the Subcontractor.
8. **gkkworks will provide a Dumpster for light trash only. If a subcontractor generates significant debris from their operations they must provide their own dumpster. It is the responsibility of the subcontractor to place debris from their operations into the dumpster on a daily basis.**
9. **Subcontractor shall keep the public streets clean on a daily basis. Furnish equipment and labor necessary to accomplish this daily clean up around the project site and the path to the remote lay down and staging areas as required.**
10. Subcontractor agrees that it will have its Superintendent and/or Foreman attend weekly subcontractor coordination and planning meetings held by gkkworks.
11. Subcontractor's Superintendent or Foreman will be required to submit a Subcontractor's Daily Report to gkkworks' office on the form provided by gkkworks. This form shall be submitted at the end of each day.
12. Subcontractor shall schedule, coordinate and obtain all inspections for its work as required by any authorized agency or applicable code, whether performed by the Owner's testing agency or by governing jurisdictions. Arrangements for the inspection of any area, system, equipment, etc., needing testing or inspection prior to being covered up must be made by Subcontractor in sufficient time and scheduled in a timely manner to avoid impacts to the construction schedule.
13. **Unless otherwise indicated in the documents, the Owner will select all testing agencies and pay for their costs. If re-testing is required due to failed tests, the cost of re-testing will be deducted from the Subcontract amount.**
14. **The working hours are 7:00AM to 6:00PM or as determined gkkworks in compliance with local City ordinances. No engineering related construction work shall be conducted on Saturdays, Sundays, or legal holidays unless written permission is granted by the City of Oceanside Engineer.**
15. No Subcontractor employee may bring his/her friends, family members, pets, radios, iPods, MP3's etc.(No Exceptions), to the job site without written authorization from gkkworks' Superintendent.
16. As-Built drawings are to be maintained and updated weekly in gkkworks' jobsite trailer. Progress payments will be held until as-built drawings are made current.
17. Subcontractor's employees shall be at their best behavior while on or around the project site. No loud or *inappropriate language* or behavior will be tolerated. Noise is to be kept at a minimum. Any violations shall be cause for immediate removal of employee(s) from project site.
18. Subcontractor shall furnish the name and emergency or home telephone number of the corporate or company officer, general superintendent, and project superintendent or foreman.
19. This Subcontractor to schedule all work to be performed with gkkworks Construction prior to commencement of said work and provide the General Contractor with a detailed work plan in the form of a bar chart or written narrative.
20. **The cleanliness and organization of the jobsite are of the utmost importance to gkkworks and Kaiser. Debris shall be Cleaned-Up and hauled off on a Daily basis. All hazardous materials shall be disposed of properly. The gkkworks Project Superintendent shall be the sole judge of the acceptable level of cleanliness for the project. Stockpiled materials will be arranged in an organized and professional manner to the satisfaction of the superintendent. Clean-up of drywall taping and painting tools and equipment is not allowed on-site unless "wash-out" in contained and removed from site. "Wash-out" into drain or sanitary sewer systems are strictly prohibited. If clean-up is not maintained, gkkworks will take action to correct the problem and charge the responsible parties accordingly.**
21. Zero Defects
 - a. gkkworks Construction is implementing a Zero Defects Program on this project. The intent of this program is to:
 - Establish quality standards early in the project
 - Implement these standards throughout the duration of the project.

- Immediately correct all non-compliant work.
 - Complete the project without a punchlist.
- b. All subcontractors are required to install their work to the highest industry standards of quality and workmanship. Any work deemed to be less than the above, will be rejected. Subcontractors, at their own expense, and to maintain schedule, will remove and or correct all such work.
 - c. The purpose of the Zero Defects Program is to ensure the Owner receives a finished product consistent with the original design. The subcontractor will achieve this by consistently monitoring quality through all phases of the project from vendor fabrication of equipment to shipping and handling of materials, and from installation procedures to protection of finishes throughout construction.
 - d. To achieve Zero Defects, each subcontractor will participate by developing written weekly punchlists evaluating thier own work. Subcontractors will also complete any punchlist work identified by gkkworks Construction/Owner/Architects/Engineers within 5 days of being notified, either written or verbally.
 - e. The Owner reserves the right to have the final say in quality acceptance, pending conformance of the contract documents.

Corporate Officer

Home/Emergency Phone No.

General Superintendent

Home/Emergency Phone No.

Project Superintendent/Foreman

Home/Emergency Phone No.

Safety

22. Subcontractor will ensure its company's operations are in full compliance with OSHA and other regulatory requirements to remain free of violations. The Subcontractor will ensure all applicable employees have received the necessary training on hazards relevant to this job site including but not limited to: fall protection, confined space entry, fire protection, emergency action plans, electrical safety, powered industrial truck operations and first aid.
23. Hard hats will be worn by every person, throughout all phases of the project, until the hard hat requirement is removed by announcement of gkkworks' Superintendent at the completion of construction. All personnel will wear applicable eye protection where applicable hazards exist, in accordance with OSHA regulations and ANSI standard 287.1. Subcontractor will also ensure all employees wear other appropriate personal protective equipment when conditions warrant or regulations require (e.g., hearing, respiratory, face). Subcontractor will hold weekly job site safety meetings and provide documentation to gkkworks' Superintendent.
24. Subcontractor will provide Material Safety Data Sheets (MSDS) to gkkworks' Superintendent prior to bringing any hazardous materials on site. Subcontractor will ensure all of its employees have access to applicable material safety data sheets and are properly trained on their contents.
25. Subcontractor will maintain and make available a complete Injury and Illness Prevention Program (IIPP) as required by OSHA. A copy must be made and turned into gkkworks' Superintendent before Subcontractor begins work at the job site. gkkworks will neither approve nor disapprove of Subcontractor's IIPP but may from time to time make recommendations. At minimum, Subcontractor shall be bound to gkkworks' project safety requirements.
26. All accidents to or by Subcontractor's personnel or equipment which occur at job site shall be reported to gkkworks' Superintendent within eight hours or by the end of the shift and copies of accident reports will be given to gkkworks within 24 hours of the occurrence (Note that a complete report may not be available due to incomplete investigation, however a basic report shall be provided).
27. Subcontractor will ensure that gkkworks' Superintendent and all other affected personnel on the job site are advised of any hazards created by Subcontractor's work. Subcontractor's workers causing unsafe conditions or engaging in unsafe work practices will not be tolerated and may be sent off the job at the discretion of gkkworks. Defeating a safety device shall be cause for the employee and his/her foreman to be permanently removed from the project.
28. Where hot work poses a fire hazard, Subcontractor will provide the applicable fire extinguisher (A, B, C, or D) and location information to gkkworks' Superintendent and a qualified fire watch. Subcontractor will not be permitted to store flammable liquids within job site buildings. Subcontractor shall terminate all hot work at least two (2) hours before the end of the normal workday except with written permission from gkkworks' Superintendent. A hot work "permit" or site specific policy shall be provided to gkkworks before such work begins.

29. Subcontractor will provide its own competent persons when employees are on scaffolds, in excavations or for other applicable hazardous activities. Subcontractor will notify gkkworks' Superintendent of any employee's medical condition, unusual operational requirements, security issues or extraordinary conditions that may create adverse circumstances or warrant special attention. All hazards created by Subcontractor will be properly secured, covered, signed or otherwise protected so as to preclude injury or illness to other site personnel.
30. If your scope of work includes materials producing noxious odors or requiring respirators or other protection, include all necessary off hours work to complete in the absence of other trades, or ventilation and protection for all potentially affected workers.
31. For all crane operations, Subcontractor is responsible to notify gkkworks' Superintendent at least one week in advance of the operation and will have the crane company, whichever is applicable, name gkkworks and gkkworks' Client as additional insureds per this Agreement. A site specific policy and procedure regarding lifts using a cranes shall be provided to gkkworks before work is initiated. gkkworks will not approve or disprove the lift procedure and all such work is undertaken at Subcontractor's sole risk.
32. Subcontractor shall provide Subcontractor's Emergency Contact List and a copy of its site safety plan.
33. Subcontractor agrees that if it becomes necessary to remove, replace or interfere with any safety devices, barricades, or controls installed by gkkworks or another subcontractor; Subcontractor will replace or restore such devices or controls at its expense. Subcontractor shall monitor and post required warnings of unsecured conditions until replaced or restored. In the event such safety devices or controls are not so replaced, Subcontractor agrees to reimburse gkkworks for all costs of replacement.
34. Subcontractor shall adhere to all OSHA standards and requirements to perform this work in a safe and legal manner. Subcontractor shall provide copies of annual Cal OSHA Permits and appropriate Activity Notifications or Permits if Subcontractor does not hold an annual permit. These copies must be submitted prior to mobilization.
35. Subcontractor shall provide all necessary precautions to protect adjoining property and streets during Subcontractor's work and monitor same.
36. Should any construction, equipment or material, regardless of ownership or possession, be involved in an occurrence, incident or accident, it will be the right and duty of gkkworks to collect and store all such equipment in a safe secure place until such time as the equipment is formally released in writing by gkkworks' Safety Manager.
37. Subcontractor to provide drinking water for their personnel.
38. Subcontractor shall provide, distribute, and maintain sufficient fire extinguishing equipment for this project and insure it is in serviceable condition, in accordance with contract requirement and local fire authorities.
39. Subcontractor shall leave their work area in a clean, safe condition at all times and prior to daily completion of work, including lunch trash.
40. No gas or other fuel-powered equipment may be used in enclosed buildings without prior written permission from the gkkworks Construction superintendent and adequate implementation of building exhaust measures at the work area.
41. Subcontractor shall furnish and maintain their own scaffolding, runways, stairs and ladders, as required to complete their portion of the work. If a Subcontractor removes any runways, safety handrails, or other safety items installed, it will be that Subcontractor's responsibility to replace that safety item immediately.
42. gkkworks Construction will be conducting Injury Free Environment sessions throughout the project.
43. All personnel shall be within the boundaries of the construction area as defined by the site plan in the job office.
44. Craft personnel will utilize the "buddy system" when handing materials, equipment, tools, etc over 50lbs.
45. Construction craft personnel are to never turn off any circuit breaker, plumbing valves or any other utility. If a utilities or service system requires shutdown two week prior notice must be given to the gkkworks superintendent prior to any action.
46. All project participants are required to sign in and out with security daily, the security personnel will issue a badge which must be worn chest high and unobstructed from view by client personnel.
47. Client / owner staff have the right of away in the corridors or any place else in the facility.

Job Site Activity

48. Subcontractor activities are not to be performed on site without gkkworks superintendent or his designated representative on site.
49. The subcontractor is not to have activities on site without a superintendent and competent person on site supervising the scope of work being performed.
50. All construction formen must check in every morning with project superintendent prior to commencing site activities.
51. Subcontractors are to be aware of smoke detectors located within their daily planned work areas and assure the area has been placed in test mode.
52. All field / craft supervisory personnel are required to know where the sprinkler shut off valves are located in case of emergency need to shutoff.
53. Subcontractor is to obtain all permits for its trade(s) as required by OSHA.
54. Subcontractor shall provide a personnel work schedule, including start and finish times, for approval by gkkworks' Superintendent.
55. All staging and storing of material and tools are to take place in assigned areas only. The security of the property and personnel of Subcontractor are the responsibility of Subcontractor.
56. Parking is the responsibility of Subcontractor. Subcontractor shall coordinate parking for its employees, subcontractors, and vendors with gkkworks' Superintendent. gkkworks cannot be held responsible or liable for damaged vehicles.
57. Any work (i.e. tie-ins or shut downs) must be done only after notification to and approval by gkkworks' Superintendent.
58. Temporary toilets and wash stations will be designated for construction personnel use.

59. All Subcontractor employees will eat lunch break meals at a designated area outside the building. This area will be determined by the gkkworks Project Superintendent and may change from time to time. Employees are to leave the area free of debris after each meal. No eating, no drinking or no smoking will be allowed in the building at any time.
60. Subcontractor will provide its own equipment for fire protection, atmospheric monitoring, and first aid.
61. Subcontractor's employees, sub-subcontractors, and vendors are not allowed on site without gkkworks' supervision.
62. No cardboard or other flammable materials are allowed within the NEC, transport rooms or POP.

The Work

63. Any monuments, bench marks, lines, grades and staking destroyed by Subcontractor during the course of this work will be restored by gkkworks at Subcontractor's expense.
64. Each subcontractor is responsible for their own Layout and Field Measurements for the project. Control lines one in each direction (North/South & East/West) will be provided as well as a benchmark elevation. All other layout is the responsibility of the subcontractor. Each subcontractor is responsible for taking field measurements as needed to enable the performance of their work.
65. Subcontractor shall contact and obtain clearance from Under Ground Alert prior to any excavation, and file such clearance with gkkworks.
66. Subcontractor to submit all questions, RFI's, and submittals through gkkworks with drawings number, specification section etc. These items may be submitted via email or fax.
67. Subcontractor shall perform all cutting and patching as required to install its work as required unless otherwise noted.
68. Subcontractor shall take all precautions to prevent pollution of the air, water systems, detention and retaining ponds, and storm and sewer systems in the area and affected by this work.
69. Subcontractor is responsible for dust control, street cleaning of public streets resulting from its work as directed by the City and/or Project Superintendent.
70. All equipment must have a fluid containment system (diaper) in place at all times whenever working on finished surfaces.
71. Subcontractor shall maintain any temporary fencing and barricades erected by gkkworks. Temporary fencing and barricades shall be left in a safe and secure manner on a daily basis.
72. Discovery of unforeseen conditions shall not be a cause for cessation of work. Subcontractor shall immediately notify gkkworks' Superintendent in writing of the discovery of any unforeseen condition. gkkworks shall have forty-eight (48) hours to provide written direction to Subcontractor relative to the unforeseen condition. Subcontractor shall not be entitled to compensation or time extension for any delay of forty-eight hours or less.
73. This Subcontractor to provide sufficient manpower to expedite this work and to insure that gkkworks Construction's schedule is met. Any cost associated to maintain this schedule is included in the contract sum.
74. Overtime work is not allowed unless authorized by gkkworks Construction prior to the commencement of work.
75. Subcontractor will be responsible for overtime costs for gkkworks supervision if subcontractor falls behind schedule, by his own fault. Work includes all work necessary per the contract schedule. This party is responsible for cost of acceleration or off hour's work of other impacted trades as necessary for recovery of project schedule should this subcontractor not complete work as scheduled.
76. This Subcontractor shall notify gkkworks Construction in writing and or fax of all scheduled inspections required to complete this work 2 days prior to the inspection date. Gkkworks will determine whether they will need to be present or not for the physical inspection at the time of notification of inspection type.
77. This Subcontractor shall provide all labor and materials necessary to complete turnkey condition per the scope of work and approved plans and specifications. All preparation required is included.
78. Subcontractor is responsible for furnishing and installing the work in accordance with any/all current Federal, State and Local Codes, Documents, Publications and Standards.
79. This Subcontractor is responsible for coordinating and arranging all inspections for his own work, as required by current regulations, with said inspections noted on prior days "daily report" from Subcontractor.
80. Final cleaning of work performed by this subcontractor.
81. Coordination of work with other trades under the direction of gkkworks Construction's superintendent. All potential space conflicts are to be identified in shop drawing phase. Field space conflicts encountered shall be re-worked or re-routed at no additional cost.
82. Subcontractor shall provide a Guarantee / Warranty as per contract documents or one year from owner acceptance, whichever is longer.
83. Daily clean-up and off-site disposal of all debris associated with this subcontractor's work. All clean-up work performed by contractor in support of the subcontractor's contract clean-up requirements will be charged at a labor rate of \$50.00 per hour plus equipment, etc. Notification shall be provided if work exceeds one (1) hour.
84. **Subcontractor shall provide a minimum of 4 hours per week for general clean-up (when on-site during your work) to be used in a composite crew that will be directed by gkkworks superintendent.**
85. Subcontractor shall provide full time supervision to jobsite during installation.
86. Familiarization with existing work conditions. Subcontractor is required to familiarize himself/herself with all drawings and provide a complete scope of work per plans and specifications.
87. Timely requests for clarifications and other information so as to allow reasonable response time and to avoid delay to the construction schedule.
88. Subcontractor must attend pre-construction meeting.
89. Subcontractor shall provide (5) CD-Rom of As-Builts, along with (5) hard copies.
90. Subcontractor Superintendent shall attend all weekly Superintendent meetings.
91. Subcontractor shall provide (5) Copies of O/M manuals.
92. All off hours activities must be approved and scheduled with a gkkworks Construction representative.

93. All subcontractors are required to provide pretask plans for all major scopes of work. For example, the standard pretask plans are: Blasting, chemical handling, material handling, confined space, cranes and rigging, public exposure, demolition, scaffolding, excavations and trenching, fall hazard, steel erection, framing hoisting and rigging, hot work, start up, shut down, system testing, non-routine activities. gkkworks Construction Project Superintendent may exclude, in writing, specific activities from requiring a pretask plan.
94. Subcontractor should be aware that automated transfer of electronic information between media may be susceptible to the introduction of inexactitudes, anomalies, and errors, and such transfer may not be a perfect duplicate of the original documentation. These electronic files are not contractual and should be used for shop drawings and coordination purposes only. Because the Architect has no control of Contractor's use of such electronic media, Contractor agrees to bring no claim against the Architect and its Consultants and to defend, indemnify, and hold harmless General Contractor, Architects and Consultants from third party claims relating to Contractor's reproduction or modification of such media. Be advised that this information is proprietary information and may not be forwarded to any other party without expressed written consent from gkkworks Construction.

Deliveries, Hoisting and Traffic Control

95. Subcontractor shall hoist, unload, store, handle, distribute, and protect all materials, supplies, and equipment, for its work delivered to the job site unless stated otherwise. In the event the material is delivered and Subcontractor's personnel are not available, the gkkworks, at its option, may unload and back-charge Subcontractor for the costs of the unloading and storing of the materials.
96. **Cranes and other equipment use will be limited. See Site Logistics Plan for site area. Crane use will require street closure and permits. Compliance with authorities, including street closure, barricades, flagmen, permits, loading limits, etc. shall be responsibility of bidder for their work. Should the bidder not have access to a location they plan to use for hoisting, off hours shared use of existing hoisting will be the responsibility of the bidder.**
97. Deliveries of material and equipment shall be sequenced and scheduled on an as-needed basis and must be coordinated with gkkworks' Superintendent.
98. Subcontractor shall be responsible for miscellaneous flagging and traffic control when specifically required for its operation. It is Subcontractor's responsibility to provide competent flag persons and adequate safety devices to protect the public during all of Subcontractor's operations.
99. All material shall be palletized or packaged in appropriate containers with proper identification. All material stocking shall be coordinated with gkkworks' Superintendent.
100. All material and equipment deliveries are to be scheduled with gkkworks' Superintendent. Material shall not be stored or maintained under power lines.
101. This Subcontractor to include all barricades, equipment, flagmen, temporary protection, pedestrian protection, and any other necessary items for this Subcontractor to complete all phases of this work.

gkkworks has the right to remove any personnel in violation of the above rules or any other practice deemed unsafe or of improper conduct by gkkworks' project staff.