

Contractor within thirty (30) days after the execution of this Subcontract a full and complete financial statement of Subcontractor's present financial status, and Subcontractor shall file with Contractor quarterly, complete, up-to-date financial statements on or before the thirtieth (30th) day of January, April, July and October of each year during the term hereof, and at such other times as Contractor may require. Should Subcontractor fail for any reason to file any financial statements as hereinabove required, Contractor may at its option, terminate this Subcontract. All financial statements shall be statements certified by a public accountant.

38. **DEATH OF SUBCONTRACTOR:** If Subcontractor is a sole proprietor, his death shall automatically terminate this Subcontract.

39. **JOBSITE SUPERINTENDENT:** During the performance of the Job, Subcontractor shall furnish to the jobsite skilled labor, adequate and suitable materials and a qualified superintendent or foreman to act as the representative of Subcontractor on the Project, with the right and power to obligate Subcontractor. Such superintendent or foreman shall at all times be satisfactory to Contractor and shall not be changed without the written consent of Contractor. Upon oral or written notice from Contractor that such superintendent or foreman is unsatisfactory to Contractor, Subcontractor shall promptly replace him with a person satisfactory to Contractor.

40. **LIST OF SUPPLIERS:** At Contractor's request, Subcontractor shall, within ten (10) days of execution of this Subcontract, provide, in writing a list of names and addresses of all sub-subcontractors, materialmen and other suppliers who will supply labor, materials or equipment to Subcontractor for the Job. The written list of suppliers shall, upon receipt by Contractor, be attached to this Subcontract and shall be made a part hereof. Subcontractor shall not have the right to change any of the suppliers without first obtaining written permission of Contractor. Subcontractor warrants that the list of suppliers who will supply Subcontractor shall be the only suppliers for Subcontractor for the Job.

41. **DELIVERY RECEIPTS ON MATERIALS:** Upon Contractor's request, Subcontractor shall furnish Contractor with a duplicate copy of all delivery receipts for materials delivered to Subcontractor at or for use on the Job within twenty-four (24) hours after each delivery.

42. **TIME OF ESSENCE AND WAIVER:** All time limits stated in this Subcontract are of the essence to this Subcontract. A waiver by Contractor of any breach of any one of the terms or conditions herein contained shall not be construed as a waiver of any subsequent breach. Any consent by Contractor to a delay in the performance of Subcontractor of any obligations to be performed by Subcontractor shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy by Contractor in the event of a breach of any term or condition hereof, or the exercise by Contractor of any right hereunder, shall not be construed as a waiver.

43. **UTILITIES:** Contractor shall furnish at his own expense all utilities, including, but not limited to, electrical power, lighting and water needed to properly perform the Job. Subcontractor to provide electrical cords, light standards (for task purposes) and water hoses for attachment to Contractor provided utilities.

44. **DATA FURNISHED BY SUBCONTRACTOR:** When requested by Contractor, Subcontractor shall, at his own expense, furnish promptly any number of prints, of his shop drawings, schedules, reports, or any other data that may be necessary in the operation of Contractor for distribution among other subcontractors and to Contractor for proper performance or clarification of work.

45. **SUBCONTRACTOR'S WARRANTIES AND REPRESENTATIONS:** As a material inducement to Contractor to enter into this Subcontract, Subcontractor warrants and represents as follows:

- (a) Subcontractor is familiar with all requirements of the Subcontract and Contract Documents.
- (b) Subcontractor has investigated the Project and has satisfied himself regarding the character of the work and local conditions that may affect it or its performance.
- (c) Subcontractor is satisfied that the Job can be performed and completed as required in this Subcontract.
- (d) Subcontractor accepts all risk directly or indirectly connected with the performance of this Subcontract.
- (e) Subcontractor warrants that in entering into this Subcontract he has not been influenced by any statement or promise of Contractor or its representatives but only by the Contract Documents.
- (f) Subcontractor is financially solvent.
- (g) Subcontractor is experienced and competent to perform this Subcontract.
- (h) Subcontractor is qualified, licensed in good standing and authorized to do business as a contractor in the State of California.

(i) Subcontractor is familiar with all general and special laws, ordinances, and regulations that may affect the Job, its performance, or those persons employed therein.

(j) Subcontractor is familiar with the tax and labor regulations and with rates of pay that will affect the work hereunder.

(k) All work shall be performed by mechanics skilled in this type of work and as required by the County, State of California Occupational Safety and Health Standards Board and any other related governing public agencies, and shall provide adequate protection necessary for the safety, health and well being of his employees and others for his period of contracted work.

46. **PUBLICITY:** Subcontractor shall not disclose or make public to any news media or any persons associated with the news media or by advertisement or by public release of any kind or nature the fact that Subcontractor has entered into this Subcontract with Contractor, unless such public release is first approved in writing by Contractor.

47. **CONFLICT OF LAW:** The laws of the State of California shall govern the interpretation, validity and construction of the terms and conditions of this Subcontract.

48. **SEVERABILITY:** Should any provisions of this Subcontract, or any part thereof, prove to be invalid or otherwise unenforceable, then such provision shall remain in effect to the extent permitted, and the other provisions of this Subcontract shall remain in full force and effect.

49. **PLACE OF PERFORMANCE:** Execution of this Subcontract shall be at Contractor's Principal place of business in the City of Newport Beach, County of Orange, State of California and the County of Orange, State of California, shall be deemed the place of performance of this Subcontract for all legal purposes.

50. **HEIRS AND ASSIGNS:** This Subcontract shall inure to the benefits of and be binding on the heirs, executors, administrators and successors of the respective parties hereto, and the assigns of Contractor.

51. **NOTICES:** All notices, statements, demands, applications and other communications to be given by a party under or pursuant to the Subcontract shall be in writing. Service of any such writing may be accomplished by personal service of said writing, by use of first class mail, by Federal Express or other overnight service, or by facsimile transmission. The writing shall become effective at the time the writing is received by the party being served. Personal service may be made by delivering the writing to the senior representative of the recipient party at the Project site or to a person in charge at the office of the recipient party. Service by mail or facsimile transmission shall be sent to the recipient party at its office address specified in the Subcontract, or to such other address as either party may designate for itself by written notice to the other. A duplicate hard copy of any writing served on a party by facsimile transmission shall also be sent to such party, on the same day or as soon as possible thereafter, by first class mail or overnight service; such writing shall, nevertheless, become effective at the time the facsimile transmission is received.

52. **SUPPLEMENTAL SCHEDULES:** THE SUBCONTRACT AGREEMENT SUPPLEMENTAL SCHEDULES attached hereto as Schedule A – Scope of Work, Schedule B – Contract Documents, Schedule C – Project Specifications and Schedule D – Payment Schedules are incorporated herein by this reference.

53. **SAFETY REGULATIONS:** Subcontractor shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, accident prevention and safety equipment and practices, including any accident prevention and safety program of Owner or Contractor, and use of any hazardous substances. Subcontractor shall conduct inspections to determine that safe working conditions and equipment exist, and accepts sole responsibility for providing a safe place to work for his employees and for the employees of his sub-subcontractors and suppliers. Whenever the Subcontractor's operations increase a condition hazardous to traffic or to the public, he shall furnish, erect and maintain such fences, barricades, traffic plates, lights, signs and other devices as are necessary to prevent accidents, damage or injury to the public.

54. **ACCIDENT REPORTS:** Subcontractor shall immediately report to Contractor all accidents occurring on the site or in any way connected with the performance of the Job which result in death or injury to persons or in damage to property.

55. **RESERVED GATE SYSTEM:** Contractor may at any time establish a Reserved Gate System. Upon receipt of notification by Contractor, Subcontractor shall abide by the terms and conditions established for such Reserved Gate System and take all reasonable steps necessary to insure the peaceful operation of the Reserved Gate System. Subcontractor shall advise Contractor of the union affiliation, if any, of each supplier who will supply Subcontractor for the Job and Subcontractor shall use his best efforts to insure that all his suppliers cooperate with and honor the terms of the Reserved Gate System.

56. **JOB SITE RESTRICTIONS:** Subcontractor shall notify his employees, sub-subcontractors and suppliers that the following job site restrictions shall apply and shall be strictly enforced:

- (a) No alcoholic beverages or prohibited non-prescription drugs will be brought to, or taken or consumed on, the Project site at any time.
- (b) The playing of amplified broadcast music or recordings, at any level, will not be permitted on the Project site; and
- (c) No children or pets are permitted on the Project site.

Violation of any of the above restrictions shall constitute a material breach of this Subcontract and the employee or other individual involved in the violation shall be removed immediately from the Project site.

(d) Working Hours: No construction shall be performed within a half mile of any residences between the hours of 8:00 p.m. and 7:00 a.m. from Monday through Saturday and at no time on Sundays or holidays. Maintenance may be performed as needed but not to the extent that the noise could be deemed a nuisance. Saturday work shall be subject to the approval of the Contractor's Project Superintendent.

(e) No toxic or hazardous materials or substances shall be stored on jobsite at any time. All toxic waste shall be properly disposed of offsite, including, but not limited to, paint cans.

(f) The Subcontractor's right of entry is restricted to his representatives, suppliers, subcontractors, agents and employees. All other persons seeking entry shall be referred to Contractor's Project Superintendent.

(g) Subcontractor will be permitted into the work area only at points designated by Contractor.

57. **MISCELLANEOUS:** Subcontractor shall notify his employees, sub-subcontractors and suppliers that the following shall apply and shall be strictly enforced:

(a) Storage Site: In the event an area is required by Subcontractor for prefabrication and/or storage of materials, Contractor shall provide a location only, if one is available. Subcontractor shall provide all temporary storage and shop areas that are required at the site for the safe and proper storage of materials, tools and other items used in the performance of this work. These areas shall be constructed in only approved locations and shall not interfere with the work of any other subcontractor. Subcontractor shall provide his own temporary power (drop cords, etc.) security fencing, and any other items necessary for storage site. If areas of the site are used by Subcontractor for storage, a key or lock combination shall be left with the Contractor's Project Superintendent. Any materials stored are to be kept clear of posted building permit. Any materials delivered to the site shall be stored so as to cause the least possible obstruction to the premises and distributed so as to prevent overloading to any portion of the structure. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic; and at the end of each day's work and at other times when construction operations are suspended for any reason, Subcontractor shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.

(b) Subcontractor shall locate his equipment maintenance yard in an area selected by Subcontractor and approved by the Contractor. Any relocation of the yard by the Subcontractor shall be done at no expense to Contractor. Subcontractor shall pay strict adherence to the acceptable operation hours and make all possible efforts to limit noise and exposure of equipment to existing residences.

(c) Prior to installation, Subcontractor shall carefully inspect the installed work of other trades, including field measuring of openings if applicable, and verify that all such work is complete to the point where this installation may commence. Subcontractor shall verify the completed installation will be in strict accordance with the approved shop drawings. In the event of discrepancy, problems, or conflicts, Subcontractor shall immediately notify Contractor. Subcontractor has also visited the site and has satisfied himself with all site conditions and has agreed to match existing materials (if applicable).

(d) Protection: The Protection of materials and equipment, furnished under this Agreement, either in transit, stored or installed, shall be the responsibility of this Subcontractor until final acceptance of the Project as a whole. Subcontractor shall, at all times, protect and care for any and all improvements covered under this Agreement and the work of other trades during his complete operation for the full term of this Agreement and shall be held responsible for any and all actions necessary to correct damages caused by his operation or caused by other subcontractors from Subcontractor's failure to provide adequate protection. Unless otherwise specified, full compensation for furnishing all labor, materials and equipment for the protection, restoration or replacement of any damaged property of improvements, whether due to errors or omissions on the part of the Subcontractor, or due to the elements, or caused by other subcontractors from Subcontractor's failure to provide adequate protection, shall be considered as included in the contract sum with no additional compensation made thereof. All protection, restoration and repair shall meet with the approval of the Contractor and all governing public agencies. Subcontractor shall also protect and be fully liable for any damages to adjacent property caused by his operation or caused by other subcontractors from Subcontractor's failure to provide adequate protection, including, but not limited to, all curbs, gutters and paving.

(e) Subcontractor's equipment (forklift, mobile crane, etc.) is considered for his work exclusively; however, location of this equipment must be in compliance with the direction of the Contractor's Project Superintendent's. Subcontractor shall take care when operating his equipment to prevent any damage to pavement, curbs, slabs, and other property.

(f) Subcontractor shall assign one foreman or superintendent (Designated Representative) to the Job that is knowledgeable in all aspects of Subcontractor's work. The Designated Representative shall cooperate fully with Contractor's Project Superintendent in performance of the Job.

(g) Subcontractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public.

(h) Rain damage shall be the responsibility of the Subcontractor.

(j) Subcontractor shall not charge for additional move-ins, unless due to the fault of the Contractor.

58. **ARBITRATION:** All disputes between Contractor and Subcontractor arising out of or related to this Subcontract, or the breach thereof, there shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be heard and determined by one arbitrator. The arbitrator shall have no power to award any punitive damages. The arbitration shall be conducted and the hearing thereof shall be held in the County of Orange.

Provided, however, that Contractor shall not be obligated to and may elect not to arbitrate any dispute if Contractor, in order to fully protect its interests, desires in good faith to bring in or make a party to any such dispute the Owner or any other third party who has not agreed to, is unwilling to, or cannot be compelled to participate and be bound by the same arbitration proceeding; if Contractor elects not to arbitrate, then such disputes shall be resolved by litigation in a court of law situated within the State of California

Contractor:
G COMPANIES CONSTRUCTION, INC.

Dated: 1/24/07

By: [Signature]

Name: Victor J. Mahony

Title: Vice President

California State License No.: 861620

Subcontractor:
GATEWAY PLASTERING, INC.

Dated: 12-04-06

By: [Signature]

Name: MIKE A. ZW

Title: C.O.O.

California State License No.: 712469

Contract No.: M453-1022

SCHEDULE A
SCOPE OF WORK

- a. 7/8" Exterior Portland cement plaster over paper backed metal lath on all buildings
- b. Samples of sufficient size (four foot by four foot - 4' x 4') to show application
- c. 60 min. building paper (two layers at shear walls)
- d. All screeds and metal accessories including, but not limited to the following:
 - Corner reinforcement - square
 - All plaster/weep screed
 - J-plaster milcor
 - Expansion metal
- e. Bithuthane at horizontal projections two inches, include ext. dr. head / jamb
- f. Plaster at all exterior soffits and eaves
- g. Scaffolding
- h. One-color coat only
- i. Sand float finish - medium - sample to be provided
- j. Seismic nailing
- k. Protection of window frames/glass (visqueen)
- l. Scrub foundation
- m. Protection of other trades
- n. Parapet wall
- o. Foam trim
- p. Control joints
- q. A/C screen walls
- r. Tile insets
- s. Trash enclosure walls

MATERIALS

- a. Cement - shall be Portland Cement or approved equal and comply with ASTM C150, Type I. No plastic cement will be permitted. One brand only shall be used throughout the work.
- b. Lime - shall be dry hydrated lime Type "S", and will comply with ASTM C-206.
- c. Sand - shall be clean, hard, and free of loam, silt or other impurities and comply with ASTM C144
- d. Water - Clean and free from deleterious amounts of acid, alkali, and other organic materials.
- e. Lathing Paper - shall be an approved waterproof building paper.
- f. Nails - shall be large head 12-gauge galvanized nails with an approved furring device that will permit the formation of keys not less than three-eighths of an inch (3/8") in thickness.
- g. Screed and metal accessories - shall be standard shapes for the intended uses and shall be fabricated from 26-gauge or heavier, hot-dipped, galvanized steel, prime coated, unless other wise specifically approved by Architect.
- h. Wire - shall be annealed low carbonated steel, Class 1 galvanized, conforming to Federal Specification QQ-W-461E.
- i. Woven wire fabric - shall be 17-gauge galvanized with a maximum mesh of one and one-half inches (1-1/2") or an approved equal if not specified differently.

WORKMANSHIP

- a. Reinforcement - shall be applied straight, without buckles and with joints staggered.
- b. Mixing - Portland cement stucco shall be proportioned as per manufacturer's recommendations.

STUCCO

- a. Scratch Coat - shall be approximately one-half inch (1/2") thick. Before scratch coat has set, it shall be well cross-scratched to provide a strong bond, and damp cured for at least forty-eight (48) hours. When the scratch coat is applied to metal reinforcement, it shall be applied with sufficient material and pressure so that it is shoved through the metal reinforcement and against the backing, to form full keys, and to embed the reinforcement completely. Subcontractor to obtain inspection on scratch coat before brown coat applied.
 - b. Brown Coat - shall be approximately one-quarter inch (1/4") thick. When brown coat has set sufficiently, it shall be floated with a dry float to form a bond for the finish coat. Brown coat shall be applied no sooner than forty-eight (48) hours after application of scratch coat. Scratch coat shall be dampened evenly before application of brown coat, to provide even suction.
 - c. Finish Color Coat - shall be approximately one-eighth of an inch thick (1/8"), and shall be applied and damp-cured strictly in accordance with manufacturer's directions. Finish coat of exterior walls shall be applied to the full wall including foundation faces.
 - d. Packaged Material - shall be delivered in original packages, containers or bundles bearing the name of manufacturer and the brand name.
1. Subcontractor shall cut in and clean all stucco from roof areas, louvers, frieze blocks, window frames and all other areas affected.
 2. Subcontractor shall, before beginning his work, provide protection for the work of other trades by covering all areas not to receive plaster, including all storefront metal, copper sheet metal and roof areas. If this is not done, this Subcontractor shall be held responsible for all necessary repairs or expense of cleaning all adjacent areas.
 3. All work shall be installed so as to afford complete closures and all adjoinments and other work required to be tight.
 4. Subcontractor shall not use a plaster gun unless he can guarantee to protect the work of others. If this is not done, the gun will not be allowed.
 5. Provide all stucco mold or J-mold as required by plans and specifications.
 6. Subcontractor shall be responsible for calling his own inspections and obtaining approval of same.
 7. Subcontractor shall apply a sand float finish, to be approved by Contractor, to all areas.
 8. Place corner-aid at all outside corners.

9. Provide plaster stop wherever plaster does not adjoin another surface of equal or greater thickness as required by plans and specifications.
10. Provide and install plaster mold as required by plans and specifications.
11. Subcontractor shall provide all tools, scaffolding and machinery required to perform work under contract. These items shall be kept on the job as long as required to complete the work. Scaffolding shall be placed so as not to obstruct the work of others. Scaffolding to be staged and removed by this Subcontractor. ~~Staging will be made available for use of painter.~~
12. Subcontractor to provide Contractor, for Contractor's approval, a sample of proposed finish. Sample to be no smaller than four foot by four foot (4' x 4').
13. Integral color coat. Color(s) shall be selected by Owner. No extra cost colors included.
14. Packaged material shall be delivered in the original packages, containers or bundles bearing the name of manufacturer and the brand name.
15. Backing wire and felt - Single strands of galvanized steel wire for backing of paper on exterior walls shall be applied horizontally six inches apart vertically, drawn taut and nailed on each end, the wire shall be nailed at intermediate nailing points in zigzag fashion to pull wire as taut as possible without breaking. Back paper to be applied horizontally over the wire, lapping sheets a minimum of three inches (3") and lapping vertical joints at least six inches (6"). Fastening of lathing to structures shall meet all necessary shear nailing requirements.
16. Subcontractor shall scrub foundation from stucco screed to a point twelve inches below to insure coverage by finish grade.
17. All scaffolding, horses, planks, ladders or any other devices normally used by plasterers, during the course of their normal work, shall be furnished and installed by the Subcontractor. All scaffolding materials used and erections completed shall comply with all applicable safety requirements and any other codes that may apply.
18. Subcontractor shall use extreme care and make every effort to protect from damage any adjacent materials such as roofs, windows, jambs and frames, exposed wood and other surfaces which may be damaged by plastering materials. All surfaces shall be left clean of plaster material (sand blasting is not an acceptable means of cleaning). Protect all windows and frames using oil coating as manufactured by United Protective Coatings, or approved equal.
19. Subcontractor shall use extreme care to protect roof from the plaster residue during all operations of this trade (i.e., lath, scratch, brown and color coats application). Subcontractor shall install a waterproof barrier over the roof during application of plaster as well as thoroughly wash down the roof after each operation. Should these methods not protect roof from plaster residue Subcontractor shall pressure wash roofs as required until such time as roof is clean, fogging of roofs shall not be allowed.
20. Subcontractor agrees to meet specific production rates in the course of construction for the lath and plaster phase. Subcontractor is aware all the buildings listed below may be in the lath and plaster phase simultaneously; and guarantee that each building will have sufficient manpower to meet production rates.
21. Subcontractor shall pull back plaster droppings to a distance of three feet (3') from the exterior of building.

**SCHEDULE B
CONTRACT DOCUMENTS**

The following plans and other documents listed below constitute the Contract Documents:

Plans And Documents	Dated	Prepared By
Site Plans Sheets T-1, GN-1, GN-2, GN-3, GN-4, HC-1, SP-1.0, SP-1.1, SP-1.2, SP-1.3, SPD-1, SPD-2, A-1.0, A-2.0, A-2.1, A-2.2, A-3.0, A-4.0, A-5.0, A-6.0, A-7.0, A-8.0, A-9.0, A-9.1, A-9.2, A-9.3, A-9.4, A-9.5, A-9.6, A-9.7, A-10.0, A-10.1, A-10.2, A-10.3, A-10.4, A-10.5, A-10.6, A-10.7, A-10.8, A-10.9, A-11.0, A-11.1, A-11.2, A-11.3, A-11.4, A-11.5, AA-0.0, AA-1.0, AA-2.0, AA-3.0, AA-4.0, AA-5.0, AA-5.1, AA-6.1, AA-6.2, AA-6.3, AB-0.0, AB-1.0, AB-2.0, AB-3.0, AB-4.0, AB-5.0, AB-5.1, AB-6.1, AB-6.1A, AB-6.2, AB-6.2A, AB-6.3, AB-6.3A, AC-0.0, AC-1.0, AC-2.0, AC-3.0, AC-4.0, AC-5.0, AC-5.1, AC-6.1, AC-6.1A, AC-6.2, AC-6.2A, AC-6.3, AC-6.3A, AD-0.0, AD-1.0, AD-2.0, AD-3.0, AD-4.0, AD-5.0, AD-5.1, AD-6.1, AD-6.1A, AD-6.2, AD-6.2A, AD-6.3, AD-6.3A, AE-0.0, AE-1.0, AE-2.0, AE-3.0, AE-4.0, AE-5.0, AE-5.1, AE-6.1, AE-6.2, AE-6.3, AF-0.0, AF-0.1, AF-1.0, AF-1.1, AF-2.0, AF-2.1, AF-3.0, AF-3.1, AF-4.0, AF-5.0, AF-6.1, AF-6.2, AF-6.3, AG-0.0, AG-0.1, AG-1.0, AG-1.1, AG-2.0, AG-2.1, AG-3.0, AG-3.1, AG-4.0, AG-4.1, AG-5.0, AG-5.1, AG-6.1, AG-6.1A, AG-6.2, AG-6.2A, AG-6.3, AG-6.3A, D-1.0, D-1.1, D-1.2, D-2.0, D-3.0, D-4.0, D-5.0, D-6.0, D-7.0	08/08/05 8-9-04	KTGY Group 17992 Mitchell South Irvine, CA 92614
Approved Private Sewer and Water Plan Sheets 1 - 6	11/21/05	Favreau Engineering, Inc. 3434 Via Lido, Suite 250 Newport Beach, CA 92663
Approved Precise Grading Plan Sheets 1 - 23	01/2006	
Electric Plans Sheets E-0.1, E-0.2, E-0.3, E-0.4, E-0.5, E-0.6, E-0.7, E-1.1, E-1.1A, E-2.1, E-2.2, E-2.3, E-2.4, E-3.1, E-3.2, E-3.3, E-3.4, E-4.1, E-4.2, E-4.3, E-4.4, E-5.1, E-5.2, E-5.3, E-5.4, E-6.1, E-6.2, E-6.3, E-6.4, E-7.1, E-7.2, E-7.3, E-7.4, E-7.5, E-7.6, E-7.7, E-8.1, E-8.2, E-8.3, E-8.4, E-8.5, E-8.6, E-8.7, E-8.8, E-9.1, E-9.2, E-9.3, E-9.4, E-9.5, E-9.6, E-9.7, E-9.8, E-9.9, E-10.1, E-10.2, E-11.1, E-12.1, E-13.1, E-13.2, E-13.3, E-13.4, E-13.5, E-13.6, E-13.7, E-14.1, E-15.1, E-15.2, E-15.3, E-16.1, E-16.2	08/04/05	DGM & Associates 125 E. Baker Street, Suite 150 Costa Mesa, CA 92626
Landscape Plans Sheets L0.0, L1.1, L1.2, L1.3, L1.4, L2.1, L2.2, L2.3, L3.1, L3.2, L3.3, L3.4, L4.1, L4.2, L5.1, L5.2, L5.3, L5.4, L6.1, L7.1, L7.2, L7.3, L7.4	09/21/05	Ridge Landscape Architects 3841 Research Drive, Suite 200 Irvine, CA 92618
Mechanical/Energy Plans Sheets M-1.0, M-1.1, M-1.2, M-2.0, M-2.1, M-3.0, M-3.1, M-4.0, M-4.1, M-5.0, M-5.1, M-6.0, M-6.1, M-7.0, M-7.1, M-8.0, M-8.1, M-9.0, M-9.1, M-10.0, M-10.1, EN-1.0, EN-1.1, EN-2.0	07/18/05	TAD Engineering 4633 East Bond Avenue Orange, CA 92669
Interior Plans Sheets P0.1, P0.2, P0.3, P-1.0, P-2.0, P-3.0, P-4.0, P-5.0, P-5.1, P-5.2, P-5.3, P-5.4, P-6.0, P-6.1, PA-1.0, PA-2.0, PA-3.0, PA-4.0, PB-1.0, PB-2.0, PB-3.0, PB-4.0, PC-1.0, PC-2.0, PC-3.0, PC-4.0, PD-1.0, PD-2.0, PD-3.0, PD-4.0, PE-1.0, PE-2.0, PE-3.0, PE-4.0, PF-1.0, PF-2.0, PF-3.0, PF-4.0, PG-1.0, PG-1.1, PG-2.0, PG-2.1, PG-3.0, PG-3.1, PG-4.0, PG-4.1	08/08/05	DGM & Associates 125 E. Baker Street, Suite 150 Costa Mesa, CA 92626
Geotechnical Engineering and Engineering Geologic Report of Rough Grading	06/17/05	Allwest Geoscience Inc. 1751 Jenks Drive Corona, CA 92880
Structural Plans Sheets S-1, S1-2, S1-3, S2-1, S2-2, S2-3, S2-4, S2-5, S3-1, S4-1, S5-1, S5-2, S5-3, S6-1, S6-2, S6-3, S7-1, S8-1, S8-2, S8-3, SA-1, SA-2, SA-3, SA-4, SB-1, SB-2, SB-3, SB-4, SC-1, SC-2, SC-3, SC-4, SD-1, SD-2, SD-3, SD-4, SE-1, SE-2, SE-3, SE-4, SF-1, SF-2, SF-3, SF-4, SG-1, SG-1.1, SG-2, SG-2.1, SG-3, SG-3.1, SG-4, SG-4.1, SR-1, SR-1.1, SR-2, SR-2.1, H-1, H-2, H-3	03/07/05	Dale Christian Structural Engineer 1748 West Katella, Suite 208 Orange, CA 92867
Finish Specifications - Attached to Schedule Section 50-9200 - Lath and Plaster Section 40-1040 - Coordination Section 40-1340 - Submittals Section 40-1705 - Clean-up	11/01/04	G Companies Construction, Inc. PO Box 2990 Newport Beach, CA 92658

SUBCONTRACTOR HEREBY ACKNOWLEDGES THAT ALL OF THE ABOVE DOCUMENTS ARE ON FILE AND HAVE BEEN MADE AVAILABLE TO SUBCONTRACTOR FOR INSPECTION AND REFERENCE AT CONTRACTOR'S OFFICE.

Initial

SCHEDULE C
PROJECT SPECIFICATIONS

SECTION 50-9200 - LATH AND PLASTER

1. PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Provisions established within the General and Supplementary General Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.

1.2 SECTION INCLUDES

Portland cement plaster system, conventional three coat.
Metal lath as indicated.

1.3 QUALITY ASSURANCE

Applicator: Company specializing in cement plaster work with five (5) years documented experience.
Apply cement plaster in accordance with PCA Plaster (Stucco) Manual and ASTM C926.
Plastering shall be of highest quality and finish. Intersections of planes shall be sharp and accurate. Finished surfaces shall be uniform in texture and color throughout area, and free from imperfections.
Comply with applicable requirements of ANSI A42.1 and A42.2

1.4 SUBMITTALS

Waterproof certification.
Submit manufacturer's certificate that materials meet specification requirements.
Submit manufacturer's written recommendations, proportion mixes and installation instructions for factory prepared finish materials.
Provide mock-up in accordance with Section 40-1340 - Submittals, for all work under this section. Mock-up shall be provided on the job site and, when approved, shall become the standard for all work. Mock-up shall show color, texture and workmanship of finished work. Construct successive panels, if necessary, until approved.
Submit sample of fiber reinforcement material.
Submit sample of 1-1/2-inch by .17-gauge metal lath material.
Submit color coat color selections for Owner

1.5 DELIVERY, STORAGE AND HANDLING

Deliver all products in their original packages, containers or bundles bearing the name of the manufacturer and brand.
Keep plaster and all other cement materials dry until ready for use, keeping them off the ground, under cover, and away from damp walls or surfaces.

Remove damaged or deteriorated materials from the premises.

1.6 ENVIRONMENTAL REQUIREMENTS

Where stucco is a component of an assembly for which a fire resistive rating is shown or required, provide stucco complying with UL design assemblies shown.
Do not apply plaster when substrate or ambient air temperature is less than 50 degrees F unless sand and mixing water are heated to 70 degrees F and temporary protection is provided to keep minimum 50 degrees F in plastered areas for 24-hours. Do not use frozen materials in mixes.
Maintain minimum ambient temperature of 50 degrees F during and after installation of plaster.
Protect plaster from uneven and excessive evaporation during hot, dry weather.
Protection
Protect finished surfaces installed prior to plastering by covering with suitable drop cloths.
Screen openings with plastic film when building is subject to hot, dry winds, or temperature differentials of more than 20 degrees F are present.
Exercise extreme care and provide necessary forms of protection for protecting finish work of other trades during stucco operations (in particular door and window units) from being stained, tarnished or otherwise damaged by work under this section. Mask materials to protect same.

1.7 COORDINATION

Coordinate the Work of this Section with work of other directly affected sections, per Section 40-1040 - Coordination.
Openings and chases for heating, plumbing and electrical ducts, pipes and conduits shall be built into plaster work as required.
Consult other trades in advance and make provisions for their work to avoid cutting and patching.

1.8 WARRANTY

Warrant all Architectural hardware for one-year period after Date of Substantial Completion.

2. PART 2 - PRODUCTS

2.1 MATERIALS

Portland cement: ASTM-1 50, Type II.
Hydrated lime: ASTM C-207, Type S.
Aggregate: Clean, well graded sand of screenings from crushed stone or slag, and shall conform to ASTM C-33 for fine aggregate, except that it shall be graded within the following limits:

Passing No. 4	Sieve	100%
Passing No. 8	Sieve	90%
Passing No. 16	Sieve	60-90%
Passing No. 30	Sieve	35 -70%
Passing No. 50	Sieve	10 -30%
Passing No. 100	Sieve	5%

Premixed Exterior (Stucco) Finishing Coat (Color Coat): Integral color, mill mixed type.

Acceptable Manufacturers:

U.S. Gypsum.
Lone-Star Industries.
El Rey Stucco Company.
La Habra Expo

Plaster Mix Reinforcement: Glass fibers, 1/2-inch nominal length, type E and AR; alkali resistant Acrylic fibers, 1/2-inch nominal length is also acceptable.

Metal casing beads shall be 26-gauge, galvanized steel with expansion flange; No. 15, No. 40 for field; No. 30 for inside corners, or as detailed.

Metal expansion joints shall be 26-gauge, galvanized steel with expansion flange; No. 15, No. 40 for field; No. 30 for inside corners, or as detailed.

- A. Drip screed moldings shall be as manufactured by Fry Register Corporation, Los Angeles, California. Unit to be made of extruded aluminum, 0.50-inch thick (reoxidized) clear-coating galvanized metal.
- B. A minimum 0.21-inch (No. 26-gauge) corrosion-resistant weep screed with a minimum vertical attachment flange of 3.5-inches shall be provided just below the foundation plate line on all exterior stud walls. The screed shall be placed a minimum of 4 inches above grade and shall be of a type, which will allow trapped water to drain to the exterior of the building.
- C. Water shall be potable.
- D. Vapor barrier material shall be "D" Kraft paper.
- E. Metal Lath:
 - 1. Studs and soffits: 1-1/2" by .17-gauge self furring woven wire lath or deformed metal lath, Type SFB, standard for 16" support spacing, heavy duty for 24" support spacing.
 - 2. Corner Reinforcement: K-Lath Corp., Kwik Corner, for exterior angles, bentrite welded wire mesh, 2" x 2" angle for interior angles.
 - 3. Tie Wire: Double annealed and galvanized conforming to type FS QQ-W-461, 18-gauge, or I.

2.2 PROPORTIONING AND MIXING

- A. Mix and proportion cement plaster in accordance with PCA Plaster (Stucco) Manual and in accordance with manufacturer's instructions.
- B. Do not retemper or use material that has partially set. Do not use frozen, caked or lumpy materials. Clean mixer or mixing boxes of set of hardened materials before materials for a new batch are loaded. Mix each batch separately. Thoroughly dry mix materials before adding water.
- C. Scratch Coat: 94# cement, 40# hydrated lime, 5-6 C.F. aggregate, and glass fibers at a rate of 1-1/2 lbs. per sack of cement.
- D. Brown Coat: 94# cement, 50# hydrated lime, and 6-7 C.F. aggregate, and glass fibers at a rate of 1-1/2 lbs. per sack of cement.
- E. Stucco Finish Coat (Color Coat): Mix with Water in accordance with manufacturer's recommendations.
- F. Mix only as much plaster as can be used prior to initial set.
- G. Mix materials dry, to uniform color and consistency, before adding water.
- H. Protect mixtures from frost, contamination, and evaporation.

3. PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Masonry: Verify joints are cut flush and surface is ready to receive work of this Section. Verify no bituminous, water repellent coatings, or other foreign water exists on masonry surface.
- B. Concrete: Verify surfaces are flat, honeycomb is filled flush, and surface is ready to receive work of this Section. Verify no bituminous, water repellent, form release agents, or other foreign water exists on concrete surface that are detrimental to plaster.
- C. Grounds and Blocking and Accessories: Verify items within walls, soffits and other areas receiving plaster for other Sections of work have been installed.
- D. Mechanical and Electrical: Verify services within walls have been tested and approved.
- E. Verify that furring, lathing and control/expansion joints are complete and tightly secured in place.
- F. Beginning of installation means acceptance of existing conditions.

3.2 LATH INSTALLATION

- A. General
 - 1. Apply with long dimension at right angles to the supports.
 - 2. Extend both horizontal and vertical factory laps.
 - 3. On walls, install first course at bottom and work-up.
 - 4. Work from right to left.
 - 5. Stagger all vertical laps.
 - 6. Lath shall be discontinuous at expansion joints.
 - 7. A weather-resistive barrier shall be installed over all sheathing and shall include two layers of Grade "D" paper.
- B. Wood Framing
 - 1. Attachments shall securely engage the back wire within the lath and be spaced no more than 6" on center on each support.
- C. Vertical Surfaces
 - 1. Nails must have a minimum penetration of 3/4" into the support unless otherwise required by code.
 - 2. Nails to be galvanized 11-gauge, 1 1/2" long, barbed with 7/16" head, unless otherwise required by code.
 - 3. All nails must be "driven home"
 - 4. Staples of (16) (14) gauge galvanized wire, (7/8") (1 1/4") long and 3/4" wide may be used.
- D. Horizontal and Sloping Surfaces
 - 1. Nails to be galvanized 11-gauge, 1 1/2" long, barbed with 7/16" head, unless otherwise required by code.
 - 2. All nails must be "driven home"
 - 3. Staples of (16) (14) gauge galvanized wire, (7/8") 1 3/8" long and 3/4" wide may be used.

3.3 METAL TRIM

- A. Where stucco terminates against dissimilar materials, install casing beads.
- B. Install expansion joints in the stucco field as indicated, or, where not indicated, install joints to create panels no larger than 44 sq. ft. with no dimension exceeding 18 feet or a length-to-width ratio of 2-1/2 to 1 at plate lines. Lath shall be discontinuous at expansion joints. Verify locations with Contractor.
- C. Fasten metal trim by wire-tying or nailing depending on the type, style and back-up collateral material.
- E. When used with metal lath, wire ties must be used. Install trim with attachment only to the edges of abutting sheets of lath, so that the lath is not continuous or tied across the joint.
- F. Where expansion joints are placed parallel to framing members, install joints so that none is more than 4" away from the framing member.

3.4 STUCCO APPLICATION

- A. Apply scratch coat over metal lath with sufficient pressure so that it is shoved through the metal reinforcement against the backing to form full keys and to embed completely the reinforcement. Apply to an approximate thickness of 3/8" from the face of the backing. Scratch to provide bond for succeeding coat. Cure with water for minimum of 48 hours.
- B. Apply brown coat not sooner than 48 hours after the application of the scratch coat. Dampen scratch coat evenly to obtain uniform suction. Apply to an approximate thickness of 3/8". Bring surface to a true, even surface by floating or rodding and shall have no variation greater than 1/4" in any direction under a 5 foot straight edge. Leave rough, ready to receive finish coat. Cure with water for minimum of 48 hours.

- C. Where indicated over concrete or masonry, apply brown coat directly over concrete or masonry, proportioned as specified above. Dampen surface evenly to obtain uniform suction. Apply to a depth of approximately 3/8". Bring surface to a true, even surface by floating or rodding, and leave rough ready to receive finish coat. Cure for 24 hours by keeping moist.
- D. Apply finish coat (Color Coat) per manufacturer's recommendations. Texture to be flattened skip trowel in uniform pattern. If necessary, screen sand into miter to prevent scarring of surface. Apply thin (approximately 3/16") base with light skip trowel texture. Clean all exposed metal and expansion joints of excess stucco. Color to be specified by Owner.
- 3.5 CURING
- A. Keep each coat of stucco damp for at least 24-hours after application.
- B. Moistening of each coat shall begin as soon as the stucco has hardened sufficiently so as not to be injured.
- C. Apply water in a fine fog spray, at least once per day, for two additional days.
- D. Avoid soaking the wall.
- E. Apply only as much water as can be readily absorbed.
- F. Protect stucco from uneven and excessive evaporation during hot, dry weather and also from strong blasts of wind.
- 3.6 PATCHING
- A. Stucco containing cracks, blisters, pits or discoloration will not be acceptable. Remove such stucco and replace with stucco conforming to the requirements of this specification.
- B. Patching inherently defective work will be permitted only when approved and such patching shall match existing work in texture and colors. Repair all defects after other trades have finished their work.
- 3.7 TOLERANCES
- A. Maximum Variation from True Flatness: 1/8-inch in 10-feet as measured with a straight edge placed at any location on the surface.
- 3.8 SCAFFOLDING
- A. Provide sufficient scaffolding to maintain progress schedule.
- 3.9 CLEANING
- A. Remove plaster and protective materials from expansion beads and metal accessories. Remove plaster splatters and debris from scaffolding and other surfaces. Remove rubbish and debris from spaces and leave broom clean. Subcontractor not responsible for collection or removal of plaster spalls/rebound.

END OF SECTION 50-9200 - PLASTER AND LATH

SECTION 40-1040 - COORDINATION

1. PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within the General and Supplemental General Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.

1.2 SUMMARY

- A. This section shall not be interpreted to relieve Subcontractor of his sole responsibility for supervision and coordination of all construction procedures as provided herein and in Contract Conditions.
- B. Provisions of this section are considered minimal for orderly and expeditious prosecution of Work.
- C. It is intent of Owner to complete Project on a building by building basis and to lease apartments within each completed building. Coordinate efforts of all Work on Project in manner to accomplish completed structures including occupancy permits on this basis. Date of Completion and Final Acceptance are also based on each completed building.
- D. Related Sections
1. Section 40-1340 - Submittals
 2. Section 40-1310 - Progress Schedules
 3. Section 40-1410 - Testing Laboratory Services
 4. Section 40-1630 - Product Options and Substitutions
 5. Section 40-1700 - Contract Closeout
 6. Section 40-1705 - Clean Up

1.3 ORDERING PRODUCTS

- A. Before ordering materials, equipment, custom or standard fabricated items, verify the following provisions:
1. Each item complies with Contract Documents.
 2. Each properly related to Work already completed.
 3. Shop drawings or other submittals confirm "1" and "2" above, and are approved by Contractor.
 4. Orders are placed and delivery dates are established allowing orderly execution of Work on schedule and not allowing untimely delivery of critically sensitive products before Project site conditions are satisfactory to receive them.

1.4 COORDINATION AMONG TRADES

- A. Initiate coordinating procedures at Project meetings before Work in field begins. Resolve scheduling, sequencing, interferences and priorities of oncoming simultaneous Work among all parties to achieve specified results, and to advance planned progress of Project.
- B. Continue coordinating procedures by actively controlling Project conditions as follows:
1. Verify products of all trades are stored in orderly fashion under conditions complying with manufacturer's instructions or specific requirements of relevant specification section whichever requirement is more stringent at planned locations.
 2. Verify compliance of environmental conditions before, during, and after execution of Work, with manufacturer's instructions and specific requirements of relevant sections of these specifications.
 3. Verify adherence to specified tolerances as Work progresses.
 4. Inspect job conditions before one trade follows another.
- C. Continue coordinating effort as Work progresses. Make adjustments in planned procedures as changing project conditions require to achieve results specified and to best advance progress of Work. Immediately advise all parties involved including owner of required changes in construction schedule and planned procedure.

1.5 COORDINATION WITH RELATED WORK

- A. Require all trades to cooperate with related Work.
- B. Subcontractor and his subcontractors shall coordinate Work with separate contract work by Contractor, if applicable, and with prior occupancy provisions required by Owner.

1.6 TRAFFIC MAINTENANCE AND CIRCULATION

- A. General
1. Maintain circulation of traffic, both pedestrian and vehicular, and access to all parts of site by fire-fighting apparatus during construction.
 2. Access to site is from public streets. Confine parking and vehicle access as directed by Contractor to accommodate

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