

SUBCONTRACT AGREEMENT

THIS AGREEMENT is made and entered into **August 09, 2012** by and between **Benchmark Contractors, Inc.** hereinafter called "CONTRACTOR" and hereinafter called "SUBCONTRACTOR", to perform part of the work on the following project:

PROJECT: Blvd 6200 - North
 6201 Hollywood Boulevard
 Los Angeles, CA 90028
 BCI Job No. 11609

OWNER: BLVD 6200 Owner North, LLC

LENDER: Commercial Real Estate Banking

ARCHITECT: Van Tilburg, Banvard & Soderbergh, Inc.

CONTRACTOR: Benchmark Contractors, Inc.
 3330 Ocean Park Blvd.
 Santa Monica, CA 90405

SUBCONTRACTOR:

Notice to the parties shall be given at the above addresses.

The work to be performed under this Subcontract Agreement (hereinafter, "this Agreement") shall be satisfactory to CONTRACTOR, Owner, and Architect, and shall be pursuant to the prime contract between the Owner and CONTRACTOR, plans, specifications, general and special conditions, and addenda, all of which said documents are hereinafter jointly referred to as the Contract Documents.

SUBCONTRACTOR acknowledges that in some instances the plans and specifications are not fully complete and some of these drawings are little more than scope documents. There is no representation that each and every detail of the total work required for each and every trade are in fact shown or noted. However, SUBCONTRACTOR has included all costs necessary to perform and furnish a complete job.

CONTRACTOR and SUBCONTRACTOR, for the considerations hereinafter named, do contract and agree as follows:

1. Scope of Work

SUBCONTRACTOR hereby agrees to furnish all labor, materials, services and equipment to perform complete all of the following work (hereinafter, "the Work"):

PLUMBING - Furnish and Installation Contract #3

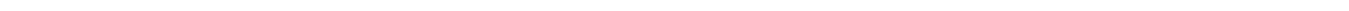
2. Subcontract Price

This Agreement consists of all information shown hereon (Page 1) as well as the terms and conditions set forth on Pages 2 through 23, inclusive, plus exhibits attached, which are made a part hereof as fully as if such terms and conditions were set forth in full preceding the signatures of the parties. This Subcontract Agreement supercedes all prior negotiations, proposals, and understandings, if any, of the parties hereto, and constitutes the entire understanding of the parties with reference to the work to be performed. This Agreement shall not be modified except in writing signed by the parties.

SUBCONTRACTOR hereby expressly represents that the individual who signs this Agreement on behalf of SUBCONTRACTOR has read and understood this Agreement in its entirety, and is expressly authorized to enter into this Agreement on behalf of SUBCONTRACTOR and to bind SUBCONTRACTOR to all terms that are a part of this Agreement. It is the intent of CONTRACTOR and SUBCONTRACTOR that this paragraph is to constitute compliance with the requirements of California Civil Code Section 2309 for written authority to enter into a contract.

CONTRACTOR: Benchmark Contractors, Inc.
 A California Corporation
 California Contractor's License No. 462263

SUBCONTRACTOR:



3. Insurance

SUBCONTRACTOR shall, at its own expense, maintain in effect at all times during the performance of the work under the Contract, all insurance coverages, policies and limits specified in Exhibit "D" to this Agreement.

All requirements of this section apply to SUBCONTRACTOR AND to all tiers of SUBCONTRACTOR'S SUBCONTRACTORS doing any portion of work on this Project.

Prior to SUBCONTRACTOR'S performance of ANY work on the jobsite, evidence of CURRENT proper insurance coverage, as specified herein, including the additional insured coverage specified, shall be on file at the CONTRACTOR'S office. SUBCONTRACTOR will not be allowed on the jobsite if this procedure is not followed.

4. Bond

If CONTRACTOR requires, SUBCONTRACTOR shall furnish payment and performance bonds. They shall be executed by SUBCONTRACTOR as principal and by a corporate surety company, with a "Best Rating" of A:X or better, satisfactory to CONTRACTOR and shall designate the CONTRACTOR and OWNER as obligee. The penalty of such bond shall be 100% of the agreed or estimated subcontract price hereunder. SUBCONTRACTOR agrees to obtain the express written agreement of said surety company that changes, alterations or modifications in, or deviations from, the Agreement and the Contract Documents, whether made in the manner herein provided or not, shall not release or exonerate, in whole or in part, the surety on such bond. Unless stated elsewhere in this Agreement to the contrary, the cost of said bonds is included in this Price.

5. Licenses, Taxes, Permits, Laws

SUBCONTRACTOR certifies that it is properly licensed by the applicable public agencies. Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a subcontractor may be referred to the Registrar of the Board whose address is:

CONTRACTORS STATE LICENSE BOARD
9821 Business Park Drive, Sacramento, CA 95827
Mailing Address, P. O. Box 26000, Sacramento, CA 95826

SUBCONTRACTOR shall give adequate notices to authorities concerning SUBCONTRACTOR'S Work, and shall secure all necessary permits and business license for the City where the project is located, obtain all approvals and pay all fees in connection with its work from all governmental departments having jurisdiction thereof. SUBCONTRACTOR is to obtain Fire Underwriters' Certificates where required. Copies of all licenses must be submitted to CONTRACTOR prior to commencement of work.

SUBCONTRACTOR agrees to pay all taxes assessed on materials to be furnished by him pursuant to this Agreement until the same are installed and until final acceptance of the project by Owner. CONTRACTOR may deduct from SUBCONTRACTOR, in full, the amount of any such taxes assessed to and paid by CONTRACTOR.

SUBCONTRACTOR agrees to be bound by, and at its own cost to comply with, all federal, state and local laws, ordinances, codes and regulations (hereinafter collectively referred to as "laws") applicable to SUBCONTRACTOR'S Work including, but not limited to, equal employment opportunity, minority/women's/disadvantaged business enterprise, safety and all other laws with which CONTRACTOR must comply according to the Contract Documents. SUBCONTRACTOR shall be liable to CONTRACTOR and Owner for all loss, cost and expense attributable to any acts of commission or omission by SUBCONTRACTOR, its employees and agents resulting from the failure to comply therewith, including, but not limited to, any fines, penalties or corrective measures.

6. Independent Investigation by SUBCONTRACTOR

SUBCONTRACTOR certifies that it is fully familiar with all the terms of the Contract Documents, the location of the jobsite, and the conditions under which the work is to be performed and that it enters into this Agreement based upon its investigation of all such matters and is not relying on any opinions or representations of CONTRACTOR. The Contract Documents are incorporated in this Agreement by reference, and SUBCONTRACTOR and its SUBCONTRACTORS will be and are bound by the Contract Documents insofar as they relate in any way, directly or indirectly, to the work covered by this Agreement. SUBCONTRACTOR agrees to be bound to CONTRACTOR in the same manner and to the same extent of the work provided for in this Agreement, and that where, in the Contract Documents reference is made to CONTRACTOR, and the work or specifications therein pertain to SUBCONTRACTOR'S trade, craft, or type of work, then such work or specifications shall be interpreted to apply to SUBCONTRACTOR instead of CONTRACTOR.

SUBCONTRACTOR is to notify the CONTRACTOR in writing if there are any apparent errors or omissions in the drawings or specifications. This written notice must be received by the CONTRACTOR within 10 days of SUBCONTRACTOR becoming aware of such error or omission. Should SUBCONTRACTOR fail to give written notification of such errors and omissions prior to fabrication or installation of its work, SUBCONTRACTOR shall not be compensated to rectify or modify its work caused by these errors or omissions.

Quantity estimates provided on the Construction Documents and quantity estimate sheets are for the convenience of the SUBCONTRACTOR only. Actual quantities required to complete the SUBCONTRACTOR'S scope of work described in the Construction Documents shall be the responsibility of the SUBCONTRACTOR.

7. Labor Matters

CONTRACTOR is a party to a current labor agreement with the Carpenters that may require certain SUBCONTRACTORS also to be parties to such an agreement. A SUBCONTRACTOR who performs work claimed by this union may be required to represent that both SUBCONTRACTOR and its SUBCONTRACTORS are parties to a current labor agreement with the appropriate union affiliated with the Building and Construction Trades Council of the AFL-CIO. Such SUBCONTRACTOR will require its SUBCONTRACTORS, if any, to impose identical requirements on their SUBCONTRACTORS. If the presence of SUBCONTRACTOR or its SUBCONTRACTORS or their SUBCONTRACTORS, on the job should cause a strike, picketing, union claims against CONTRACTOR, fringe benefit trust claims against CONTRACTOR or Owner, or other labor difficulties, then SUBCONTRACTOR has breached this Agreement.

SUBCONTRACTOR accepts and agrees to be bound by the procedural rules and regulations and decisions of the appropriate tribunals, specified in the appropriate labor agreements for the settlement of jurisdictional disputes, and will comply immediately with any decisions of said tribunals. SUBCONTRACTOR agrees to bind, by written contract, all of its SUBCONTRACTORS of every tier to said procedural rules and regulations and decisions of said tribunals in the same manner and to the same effect as provided herein with respect to SUBCONTRACTOR.

SUBCONTRACTOR is hereby notified that CONTRACTOR is signatory to a labor agreement which permits, in certain circumstances, the subcontracting by CONTRACTOR to non-signatory SUBCONTRACTORS in certain trades. Should there be picketing, it shall be the obligation of SUBCONTRACTOR to continue the proper performance of its work. If CONTRACTOR establishes a reserve gate for SUBCONTRACTOR'S purposes during any picketing, SUBCONTRACTOR agrees to comply with the instructions given for the entry and exit of SUBCONTRACTOR, SUBCONTRACTOR'S employees and suppliers. However, CONTRACTOR is under no obligation to establish a reserve gate system, and it shall be the obligation of SUBCONTRACTOR to continue the proper performance of its work, even if SUBCONTRACTOR'S gate or point of entry is picketed.

If SUBCONTRACTOR is listed by the administrative office of any of the fringe benefit trusts as being delinquent in payment, then CONTRACTOR may assume that the listing is correct, and that SUBCONTRACTOR has therefore breached this Agreement. CONTRACTOR may pay any amounts which CONTRACTOR believes due to such trusts, and CONTRACTOR may offset the amounts paid to the trusts against any amounts then or thereafter due to SUBCONTRACTOR. Any amounts paid by CONTRACTOR to the trusts which are not reimbursed to CONTRACTOR, by offset, shall become immediately due and owing by SUBCONTRACTOR to CONTRACTOR. CONTRACTOR, at its sole option, may issue checks for the payment of work performed under this Agreement payable jointly to SUBCONTRACTOR and the appropriate fringe benefit trusts. SUBCONTRACTOR agrees to allow CONTRACTOR or its agent to inspect, during business hours, all records relating to fringe benefit obligations.

8. Safety, OSHA, Accidents

SUBCONTRACTOR, SUBCONTRACTOR'S employees, SUBCONTRACTOR'S SUBCONTRACTORS and their employees shall comply with CONTRACTOR'S Safety Program and all applicable State and Federal safety and health standards, orders, rules or regulations. SUBCONTRACTOR shall bear full financial responsibility for compliance. Should SUBCONTRACTOR, SUBCONTRACTOR'S employees, SUBCONTRACTOR'S SUBCONTRACTORS or their employees fail to comply, within 24 hours of the time CONTRACTOR issues SUBCONTRACTOR a written notice of non-compliance, or within the time of an abatement period specified by any government agency, whichever period is shorter, then CONTRACTOR may give notice of default to SUBCONTRACTOR. In a life threatening situation, SUBCONTRACTOR shall act immediately.

CONTRACTOR'S Safety Program Manual includes these requirements, among others:

- A) All accidents shall be reported to CONTRACTOR as soon as possible, but in no event later than the day of the accident.
- B) SUBCONTRACTOR shall hold weekly safety meetings with its employees in compliance with OSHA requirements and submit a copy to CONTRACTOR'S office by Friday of each week.
- C) No alcohol or drugs, their use, or being under their influence, is allowed on the jobsite.
- D) All Material Safety Data Sheets (MSDS) will be submitted to CONTRACTOR three (3) weeks prior to the shipping of these materials to jobsite.

Failure to meet these requirements is not only considered a breach of contract (see Article 18), but may subject SUBCONTRACTOR to additional fines and penalties.

All SUBCONTRACTORS who engage in any excavation or trenching work shall contact Underground Service Alert (Dig Alert) at 800/422-4133 or 800/227-2600 at least two working days prior to commencement of any such work, and update the Dig Alert reference number as required to keep it current.

9. Shop Drawings, Submittals, As-Builts

Unless otherwise stated herein, within three (3) weeks from the date hereof, SUBCONTRACTOR agrees to submit its shop drawings and/or material lists as required, and to take any necessary action to make provision for anchorage, embedded items, etc. These shop drawings will be submitted in AutoCAD format and in a hard copy and reproducible format in a quantity as determined by the CONTRACTOR. SUBCONTRACTOR shall check all the documents, including the architectural, mechanical, electrical, landscape, civil and structural plans, and advise CONTRACTOR, in writing, if any of the items of equipment to be furnished by SUBCONTRACTOR will not enter or fit in the space provided, and/or if any special sequence of construction is necessary in order to place such equipment. SUBCONTRACTOR agrees to pay any extra cost incurred by its failure to comply with these provisions and the provisions of the related Contract Documents. SUBCONTRACTOR will be charged for any extra costs incurred by CONTRACTOR due to variances between the shop drawings and the Contract Documents or due to "or equal" substitutions by SUBCONTRACTOR, notwithstanding approvals of these items. CONTRACTOR may cancel this Agreement if SUBCONTRACTOR fails to submit shop drawings in a timely manner.

SUBCONTRACTOR agrees that shop drawing and other submittals processed by the CONTRACTOR, Architect, and/or Engineer do not become Contract Documents. The purpose of the shop drawing review is to generally verify the material quality, installed position and finish, and is intended for the SUBCONTRACTOR'S convenience in organizing its work and to permit the Architect to monitor the CONTRACTOR'S progress and understanding of the design. SUBCONTRACTOR understands that review or approval of shop drawings and/or submittals does not constitute approval for substitutions or deviations from Contract Documents. SUBCONTRACTOR must clearly identify any and all substitutions and/or deviations from Contract Documents on shop drawings and submittals. SUBCONTRACTOR must obtain written direction or approval for a substitution or deviation to the Contract Documents prior to proceeding with the work. If any substitution made by SUBCONTRACTOR is not accepted, then SUBCONTRACTOR shall provide the specified product at no additional cost and continue with diligence to complete the Subcontract without delay to the Construction Schedule.

SUBCONTRACTOR shall coordinate its work with that of other trades. Should this coordination require obtaining and review of shop drawings or submittals from other trades, it is this SUBCONTRACTOR'S responsibility to request such information from the CONTRACTOR. The SUBCONTRACTOR shall participate in the preparation of coordination drawings and schedules in areas of congestion, specifically noting and advising CONTRACTOR of any such areas of actual or potential interference. In the event that the work of any trades has to be removed, replaced, or modified or other trades must accelerate their work due to this SUBCONTRACTOR'S failure to coordinate or complete its work as required, the cost for such remedial activities will be charged to the SUBCONTRACTOR'S account in proportion to the SUBCONTRACTOR'S responsibility for such failure.

SUBCONTRACTOR agrees to maintain an up-to-date set of "as-built" drawings on the jobsite. In addition to all changes, these drawings are to reflect the exact location of underground conduits, pipes, etc. Payments will be withheld if the "as-builts" are not current or in a format not acceptable to the CONTRACTOR or Owner.

10. Jobsite Provisions

SUBCONTRACTOR shall furnish all temporary services and/or facilities necessary to perform its work. CONTRACTOR is not responsible for providing parking facilities for SUBCONTRACTOR'S employees in connection with this work, nor for any charges or expenses in connection therewith. SUBCONTRACTOR shall not erect any signs on the jobsite without prior written consent of CONTRACTOR.

CONTRACTOR shall establish principal axis lines of the building and site whereupon the SUBCONTRACTOR shall lay out and be strictly responsible for the accuracy of the SUBCONTRACTOR'S Work and for any loss or damage to CONTRACTOR or others by reason of SUBCONTRACTOR'S failure to set out or perform its work correctly.

SUBCONTRACTOR shall deposit into CONTRACTOR'S waste containers, sorted if required and as often as required to maintain a safe and clean work area, all rubbish and surplus material which may accumulate from the prosecution of the work covered by this Agreement. Should SUBCONTRACTOR fail to comply, then CONTRACTOR may cause the same to be deposited and charge the expense to SUBCONTRACTOR, and offset such expense against amounts due to SUBCONTRACTOR. All work performed by the SUBCONTRACTOR shall be left in new condition, "broom-clean" or dust-free."

SUBCONTRACTOR shall provide flagmen and traffic control, comply with AQMD Rule 403, and shall obtain approval for traffic control plans and haul routes, as required from agencies having jurisdiction.

SUBCONTRACTOR shall provide all hoisting and scaffolding required for its work.

Where appropriate, the SUBCONTRACTOR has the responsibility to field measure the areas of its work and fabricate its material accordingly.

SUBCONTRACTOR is responsible for all materials until final installation and acceptance by Owner. Any loss due to theft or breakage prior to acceptance by Owner shall be replaced by SUBCONTRACTOR at no additional cost to the CONTRACTOR.

Customer service warranty and all pick up work are the contractual responsibility of the SUBCONTRACTOR, and will be completed in a timely, professional manner.

A daily labor and equipment report shall be submitted to CONTRACTOR, quantifying personnel such as superintendents, foremen, trades people, sub-subcontractor personnel and equipment (excluding hand tools). This report will also identify the areas of activity for the reported day.

SUBCONTRACTOR'S field representative shall meet as required with the Contractor at the site to discuss scheduling, coordination, shop drawings, progress, safety, and general job conditions.

Construction water, and electricity for small hand tools, shall be provided at the jobsite by CONTRACTOR at no cost to the SUBCONTRACTOR. SUBCONTRACTOR shall provide necessary hoses, water trucks, task lighting and extension cords from the source provided to perform its work. Drinking water will be supplied and distributed by each SUBCONTRACTOR.

Smoking, eating or drinking will not be allowed in the building unless there is a place designated by the CONTRACTOR'S Superintendent.

SUBCONTRACTOR is to schedule and coordinate all inspections for its work, and give CONTRACTOR'S Superintendent 24 hours' notice of scheduled inspections.

SUBCONTRACTOR will take special care in the execution of its work. Should SUBCONTRACTOR damage any surfaces or finishes, it will bear the costs for all touch-up and repairs.

If SUBCONTRACTOR utilizes any of CONTRACTOR'S equipment or facilities in connection with the work, whether furnished with or without charge, SUBCONTRACTOR assumes responsibility for such equipment and facilities. SUBCONTRACTOR agrees to hold CONTRACTOR harmless from any claims or damages resulting from the use of same, whether damages result to said equipment or facilities, the employees or property of SUBCONTRACTOR, or to the person or property of others. SUBCONTRACTOR accepts such equipment or facilities of CONTRACTOR upon its own examination as to the condition thereof, and "as is". Except to the extent expressly provided in writing to the contrary, SUBCONTRACTOR shall pay CONTRACTOR a reasonable rental for the use of any of CONTRACTOR'S equipment or facilities.

SUBCONTRACTOR agrees to keep a superintendent acceptable to CONTRACTOR at the jobsite during all times that its work is in progress, and the superintendent shall be authorized to represent the SUBCONTRACTOR as to all phases of the work. If the superintendent designated by SUBCONTRACTOR is unacceptable to CONTRACTOR, the SUBCONTRACTOR agrees to appoint another representative who meets the approval of CONTRACTOR.

SUBCONTRACTOR is aware that the applicable governmental agencies having jurisdiction may have set working hours. All work performed by this SUBCONTRACTOR shall occur only during the set working hours.

SUBCONTRACTOR to ensure that all trucks, vehicles, etc. used for SUBCONTRACTOR'S work are free and clean of mud or debris prior to exiting jobsite onto public streets. Scope includes street clean/wash down, as required on a daily basis. Street cleaning and/or repairs undertaken by the CONTRACTOR in connection with damage to and/or debris left in the streets resulting from SUBCONTRACTOR'S work will be charged to the SUBCONTRACTOR.

If CONTRACTOR determines that space is available onsite for SUBCONTRACTOR'S temporary offices or trailers, the CONTRACTOR must approve the size and location of these temporary facilities before they are brought to the jobsite. If temporary offices or trailers are subject to relocation or removal at the direction of the CONTRACTOR, SUBCONTRACTOR is responsible for all costs related to the relocation or removal, as well as the utility service for their respective offices/trailers.

SUBCONTRACTOR storage will be determined and assigned by the CONTRACTOR based on the needs of the Project. SUBCONTRACTOR will provide all storage facilities required to secure and protect their stored materials. A representative of the SUBCONTRACTOR shall be present to receive all deliveries. SUBCONTRACTOR to provide all equipment necessary to receive deliveries. Use of CONTRACTOR'S equipment and labor is not allowed without prior consent of the Project Superintendent. Loading and unloading of material onsite must be approved by and coordinated with the CONTRACTOR.

All SUBCONTRACTORS are required to provide their own Fire Extinguishers and/or Protection for specific work activities such as welding, cutting, etc. in addition to what is already provided.

SUBCONTRACTOR shall provide all special barricades as required to perform its work. If the SUBCONTRACTOR requires removal, modifications, or relocation of the CONTRACTOR'S barricades or fencing, such changes will be made at SUBCONTRACTOR'S expense and only with the prior consent of CONTRACTOR. At a minimum, all barricades and fences must be secure and safe at the end of each workday and to the satisfaction of CONTRACTOR. If the SUBCONTRACTOR fails to promptly replace same, the CONTRACTOR may do the replacement and charge the SUBCONTRACTOR for all costs involved.

All move-ins to complete the Work, unless specifically stated otherwise, are included.

11. Extras, Credits, Modifications

Except as otherwise provided herein, SUBCONTRACTOR shall make no changes and shall be responsible for all deviations from the Contract Documents that it may make or cause. SUBCONTRACTOR shall cause all work to conform strictly to the Contract Documents unless a written authorization by CONTRACTOR shall be given, setting forth, in detail, what changes shall be made.

Except as expressly provided in this Agreement to the contrary, all labor and/or materials furnished by SUBCONTRACTOR shall be deemed to be included within the contract price stated herein. CONTRACTOR may, at any time, order extra Work, as well as deviations or omissions from the Contract Documents. This shall not void the Agreement. SUBCONTRACTOR shall perform in accordance with such order and the Subcontract price shall be adjusted equitably. The parties shall agree promptly in writing to the amount to be added to, or deducted from, the contract price.

If SUBCONTRACTOR claims extra compensation for any reason, such claim shall be made in writing to CONTRACTOR. It shall include a specific statement of the nature and basis for such claim, together with an itemized breakdown of the extra compensation claimed. Such notice shall be given within five (5) days of the occurrence of the event which caused the claim. If SUBCONTRACTOR is unable to furnish the itemized breakdown of additional compensation claimed within the time prescribed, SUBCONTRACTOR will furnish written notice of such claim within the time prescribed and will furnish an itemized breakdown as soon thereafter as SUBCONTRACTOR is reasonably able to do so, but in no event later than 30 days. CONTRACTOR will not be required to recognize any claim not made as prescribed herein.

In the event SUBCONTRACTOR seeks extra compensation, this request shall consist of an itemized cost estimate outlining the change in the Work and detailed documentation justifying any proposed change in time. Costs reflected for material and labor should be actual amounts paid by SUBCONTRACTOR. In addition to the actual direct costs, SUBCONTRACTOR shall be reimbursed for Overhead (including all small tools, etc.) and Fee. The total amount for both Overhead and Fee shall not exceed fifteen percent (15%) or what is allowed in the Prime Contract.

If any work or materials are to be furnished by SUBCONTRACTOR under time and material orders, or under change orders for which no agreed written adjustment has been made to the Subcontract price, then SUBCONTRACTOR shall submit to the Project Superintendent each day a daily work report for approval. The daily report shall show the names and quantities of workers, including foremen, if any, employed on such work, excluding all other supervisory employees, whose compensation shall not be considered an element of cost hereunder. The report shall show the actual number of hours employed on such work, the character of the work that each person is doing, the wage rate paid or to be paid, and the total amount paid or to be paid. In addition to rendering these daily work reports, SUBCONTRACTOR shall, when any item of work has been completed, render an itemized statement to CONTRACTOR showing the total amount expended for each class of labor and each kind of material. Compensation for additional SUBCONTRACTOR'S overhead and profit shall be included only if agreed upon in writing prior to the commencement of the work. All unit prices shall include direct labor, payroll taxes, fringe benefits, union costs, small tools, equipment, general overhead and profit.

In the event of a pending change order instituted by CONTRACTOR or Owner:

- A) CONTRACTOR will send out a "Potential Change Order" (PCO) or other similar request to all concerned SUBCONTRACTORS.
- B) Within ten (10) days, the PCO will be returned to CONTRACTOR with a complete cost breakdown. If the PCO does not apply to a particular SUBCONTRACTOR for that particular change, it shall submit a letter so stating. If the PCO is not returned within ten (10) days, a cost will be determined by CONTRACTOR.
- C) CONTRACTOR will submit a Change Order Request to the Owner, if appropriate, when all PCOs have been returned to CONTRACTOR.
- D) Upon receipt of the Change Order from Owner, Change Orders will be issued to the SUBCONTRACTORS involved.
- E) If a particular change does not involve the Owner, CONTRACTOR will review the PCO and, if approved, issue a Change Order to the SUBCONTRACTOR.

12. Payment and Lien Releases

Within 15 days of the date of execution of this Agreement, SUBCONTRACTOR shall provide a schedule of values for its work, in a form satisfactory to CONTRACTOR, Architect and Owner, dividing the work into components for billing purposes.

Prior to each billing, SUBCONTRACTOR will have the Project Superintendent approve the percentage completed (or in the case of a unit price contract, the quantities completed), in writing. One copy of this approval will accompany the billing. Failure to follow this procedure will delay payment.

After CONTRACTOR has approved the payment request and determined that SUBCONTRACTOR has complied with all of CONTRACTOR'S monthly progress payment requirements, and provided that Owner shall have made payment to CONTRACTOR for SUBCONTRACTOR'S Work, CONTRACTOR shall pay SUBCONTRACTOR ninety percent (90%) of the amount shown to have been earned by SUBCONTRACTOR. It is the intent of the parties that receipt by the CONTRACTOR from the Owner of funds for work performed by SUBCONTRACTOR shall be a condition precedent to each payment to be made to the SUBCONTRACTOR pursuant to the provisions of this section. CONTRACTOR and SUBCONTRACTOR execute this Agreement in sole reliance on the credit and financial resources of the Owner.

The balance retained shall become due and payable from CONTRACTOR to SUBCONTRACTOR within 10 days after receipt of funds by CONTRACTOR from Owner, provided SUBCONTRACTOR has submitted: 1) Conditional full and final lien release of SUBCONTRACTOR and any other sub-SUBCONTRACTORS who have performed work on the project, 2) Unconditional lien releases for all prior payments received, 3) Warranty, 4) As-builts, 5) Union "clearance" letter, if appropriate, 6) City Business License, 7) Operation and Maintenance Manuals, 8) Prevailing Wage Documentation, if appropriate and 9) other information as may be set forth elsewhere in this Agreement.

SUBCONTRACTOR agrees to turn over the work to CONTRACTOR free and clear of all claims, encumbrances, and liens, including, but not limited to, those for taxes, labor, fringe benefits and/or materials. If CONTRACTOR has reason to believe that labor, material or other obligations incurred in the performance of SUBCONTRACTOR'S Work are not being paid, then CONTRACTOR shall give notice to the SUBCONTRACTOR and may take any steps deemed necessary to ensure that any progress payment shall be utilized to pay such obligations. Upon receipt of said notice, SUBCONTRACTOR shall:

- A) Supply evidence to the satisfaction of CONTRACTOR that the monies owing to the claimant have been paid, or
- B) Post a bond indemnifying Owner, CONTRACTOR, CONTRACTOR'S surety, and the premises from such claim or lien.

If SUBCONTRACTOR fails to furnish (A) or (B) above, then CONTRACTOR shall have the right to satisfy said claim, and to retain out of any payments due or to become due to SUBCONTRACTOR a reasonable amount to protect CONTRACTOR from any loss, damage or expense, including attorneys' fees, arising out of or relating to any such claim or lien, until the claim or lien has been satisfied by SUBCONTRACTOR.

It is understood and agreed that the full and faithful performance of the Subcontract Agreement (including this section), is a condition precedent to SUBCONTRACTOR'S right to receive payment for the work performed. Accordingly, any monies paid by CONTRACTOR to SUBCONTRACTOR under this Agreement shall be impressed with a trust in favor of the taxing authorities and of labor and material suppliers who have served SUBCONTRACTOR in connection with the work.

In case suit to establish a lien is brought by any person, firm or corporation by reason of any act or omission of SUBCONTRACTOR, and SUBCONTRACTOR wishes to oppose such suit, then it may do so at its own cost and expense (including attorneys' fees) provided that it shall first give bond or otherwise secure the property to the satisfaction of the CONTRACTOR against any such liens as may be established in court.

CONTRACTOR agrees, in consideration of the full and complete performance of the work by SUBCONTRACTOR in accordance with the terms and provisions hereof, to pay or cause to be paid to SUBCONTRACTOR the Subcontract Sum. SUBCONTRACTOR understands that all payments to SUBCONTRACTOR will be made only from a special fund and a specific source, namely, from payments made by Owner from time to time to CONTRACTOR with respect to the work performed by SUBCONTRACTOR. No payment, whether a progress or final payment, will be made to SUBCONTRACTOR until that fund comes into existence. The timing of CONTRACTOR'S payment to SUBCONTRACTOR shall be conditioned upon CONTRACTOR'S having first been paid by the Owner for the work performed by SUBCONTRACTOR and CONTRACTOR shall make payments to SUBCONTRACTOR within ten (10) days after receipt by CONTRACTOR of payment from the Owner for the work of SUBCONTRACTOR for which payment has been made.

SUBCONTRACTOR expressly agrees that CONTRACTOR shall have a reasonable amount of time to collect sums from Owner for the work performed by SUBCONTRACTOR and SUBCONTRACTOR agrees that such reasonable amount of time shall be not less than six (6) months from when payment was otherwise due. In the event that CONTRACTOR has initiated litigation or arbitration against the Owner with regard to work performed by SUBCONTRACTOR and sums owing therefore, CONTRACTOR'S obligation to pay SUBCONTRACTOR shall be deferred until 30 days following the conclusion of such litigation or arbitration.

If CONTRACTOR has provided payment or performance bonds or a combination of payment and performance bonds, the obligations of CONTRACTOR and its surety to make payment (whether a progress payment or final payment) pursuant to such bonds are similarly subject to the conditions and timing set forth above.

13. Commencement and Prosecution of Work, Delays, Damages

Time is of the essence in this Agreement. SUBCONTRACTOR shall provide CONTRACTOR with any requested scheduling information for SUBCONTRACTOR'S Work. SUBCONTRACTOR agrees to commence work within 24 hours after receipt of notice to proceed from CONTRACTOR, and to prosecute its work with all diligence and efficiency, in accordance with CONTRACTOR'S time schedule, and without delaying or interfering with other branches of work. Should SUBCONTRACTOR fall behind CONTRACTOR'S schedule, all extra costs required to catch up shall be at SUBCONTRACTOR'S expense.

If the progress of SUBCONTRACTOR'S Work is substantially delayed without the fault or responsibility of SUBCONTRACTOR, then the time for SUBCONTRACTOR'S Work shall be extended by Change Order to the extent obtained by CONTRACTOR under the Contract Documents, and the Schedule of Work shall be revised accordingly. SUBCONTRACTOR will notify CONTRACTOR within three (3) days of the onset of any delay affecting SUBCONTRACTOR'S Work.

It is expressly understood and agreed that the scheduling and sequence of the work is an exclusive right of the CONTRACTOR and the CONTRACTOR reserves such right to reasonably reschedule and re-sequence SUBCONTRACTOR'S Work from time to time as the demands of the project require without any additional cost or expense to be paid to SUBCONTRACTOR.

CONTRACTOR, if it deems necessary, may accelerate SUBCONTRACTOR'S Work by directing SUBCONTRACTOR to work overtime and if so instructed, SUBCONTRACTOR will work said overtime and CONTRACTOR will pay SUBCONTRACTOR for the actual proved incremental portion of such wages paid at rates which have been approved by the CONTRACTOR.

CONTRACTOR shall not be liable to SUBCONTRACTOR for any damages or additional compensation as a consequence of delays or interference caused by any person not a party to this Agreement, unless CONTRACTOR has first recovered the same on behalf of SUBCONTRACTOR from said person. It is understood and agreed by SUBCONTRACTOR that, apart from recovery from said person, SUBCONTRACTOR'S sole and exclusive remedy for delay of or interference with SUBCONTRACTOR'S Work shall be an extension in the time for performance of SUBCONTRACTOR'S Work.

If the Contract Documents provide for liquidated or other damages for delay beyond the completion date set forth in the Contract Documents, and such damages are assessed, then the CONTRACTOR may assess same against SUBCONTRACTOR in proportion to SUBCONTRACTOR'S share of the responsibility for such delay. However, the amount of such assessment shall not exceed the amount assessed against CONTRACTOR.

14. Acceptance, Inspection, Replacement

When SUBCONTRACTOR'S Work is applied to, or performed in conjunction with, work by others, SUBCONTRACTOR agrees not to commence such work until and unless all such related, adjacent or dependent work, services, utilities and/or materials are acceptable to it. By its commencement of work, SUBCONTRACTOR acknowledges that all said related, adjacent or dependent work, services, utilities and/or materials are acceptable to it, and waives any and all claims for damages and/or extras arising therefrom.

SUBCONTRACTOR shall furnish to CONTRACTOR, Owner and Architect ample facilities at all times for inspecting materials at the site, at the shops, or any place where materials intended to be utilized pursuant to this Agreement may be in preparation. SUBCONTRACTOR shall furnish to CONTRACTOR, as often as CONTRACTOR may require, full reports of the progress of such work. Reports shall be in such detail as may be required by CONTRACTOR.

The cost of any reinspection and/or retesting by any person having the right to make reinspection, whether by law or otherwise, shall be borne by SUBCONTRACTOR if such reinspection and/or retesting was made necessary by failure of SUBCONTRACTOR to perform the work in accordance with the Contract Documents.

SUBCONTRACTOR agrees to repair or replace promptly any or all defects in workmanship or material furnished by SUBCONTRACTOR, together with any other related, adjacent or dependent work, which may be displaced or damaged in so doing, and to be responsible for any other damages, starting no more than 24 hours after notice by CONTRACTOR of any such defect or damage. If SUBCONTRACTOR fails to comply, CONTRACTOR may proceed to have the work done at the expense of SUBCONTRACTOR. CONTRACTOR may offset the same against any amounts then or thereafter to become due to SUBCONTRACTOR, or bill SUBCONTRACTOR if SUBCONTRACTOR has been fully paid.

Quality control of subtrade work is the responsibility of the SUBCONTRACTOR. If the SUBCONTRACTOR fails to provide quality control or fails to cure its deficiencies after a 24 hour written notice, the CONTRACTOR will provide quality control of the SUBCONTRACTOR'S trade work on the SUBCONTRACTOR'S behalf. The cost of this quality control will be deducted from the SUBCONTRACTOR'S contract, or paid by SUBCONTRACTOR to CONTRACTOR if there is no contract balance remaining.

15. Hold Harmless

To the fullest extent permitted by law, SUBCONTRACTOR hereby agrees to indemnify and hold CONTRACTOR harmless from any and all claims, demands, liabilities, judgments, liens, encumbrances, costs and expenses (including attorneys' fees) whether or not they are well founded arising out of or in connection with the obligations herein made and undertaken by SUBCONTRACTOR, or the operations and work conducted by SUBCONTRACTOR. They shall include, but not be limited to: (A) Those with respect to performance of obligations imposed by law, royalties or patents, for public liability, property damage, injury or death of persons, and (B) those against CONTRACTOR by reason of or in connection with any breach by SUBCONTRACTOR concerning work to be performed, including but not limited to product quality and performance. This indemnity agreement shall apply without regard to whether or not CONTRACTOR is actively or passively negligent in respect to the claim, demand, loss or liability. If requested by CONTRACTOR, SUBCONTRACTOR will undertake to provide the defense of any such actions at law, and will employ counsel satisfactory to CONTRACTOR for that purpose. CONTRACTOR may defend such actions at SUBCONTRACTOR'S expense, and SUBCONTRACTOR shall pay upon demand and/or CONTRACTOR may offset the same against any amounts then or thereafter to become due to SUBCONTRACTOR. CONTRACTOR agrees to cooperate with SUBCONTRACTOR in connection with the defense of any such actions. SUBCONTRACTOR will not provide indemnity against liability or loss caused by the sole negligence or sole willful misconduct of CONTRACTOR. This indemnity agreement shall be interpreted so as to comply with and be enforceable under California Civil Code Section 2782ff.

16. Warranty

SUBCONTRACTOR shall remove, replace and/or repair, at its own expense, any faulty, defective or improper work, materials or equipment discovered within one (1) year from the date of the Notice of Completion of the Project as a whole or for such longer period as may be provided in the Contract Documents or by statutory limitations. Without limitation by the foregoing, SUBCONTRACTOR shall pay for all damage to the Project resulting from defects in its Work and all costs and expenses necessary to correct, remove, replace and/or repair the Work and any other work or property which may be damaged in correcting, removing, replacing or repairing the Work. SUBCONTRACTOR will rectify any loss or damage sustained because of a breach of contract by SUBCONTRACTOR, even if the loss or damage is discovered after more than one year. Prior to final payment, SUBCONTRACTOR shall submit to CONTRACTOR a warranty on CONTRACTOR'S form.

17. Arbitration, Dispute Resolution

If the prime Contract Documents contain a claims procedure or other provision for the determination of claims or disputes, SUBCONTRACTOR will be bound by such provision. If a dispute arises between CONTRACTOR and Owner that is related to the performance of SUBCONTRACTOR, then SUBCONTRACTOR, at its expense, will furnish all documents, testimony, witnesses and attorney fees that may be necessary to sustain or defend SUBCONTRACTOR'S performance. If permitted by the Contract Documents or by the arbitrator or other decider, SUBCONTRACTOR will become a party to the proceedings and will be bound by the award or decision. If SUBCONTRACTOR is not permitted to become a party in its own name, it shall sustain or defend its performance in the name of the CONTRACTOR. If SUBCONTRACTOR fails or refuses to defend its position, SUBCONTRACTOR will still be bound by the decision or award, and by any compromise or settlement that may be agreed to between Owner and the CONTRACTOR in good faith.

If any dispute that is not covered by the preceding subparagraph arises regarding the work required under this Subcontract, or regarding the rights and obligations of SUBCONTRACTOR under the terms of this Agreement or the Contract Documents, or if any dispute arises between two or more SUBCONTRACTORS regarding the Contract Documents or the work to be performed on this project, such dispute shall be subject to arbitration.

Arbitration shall be in accordance with the Construction Industry Rules of the American Arbitration Association in effect at the time the arbitration is held, and a judgment shall be entered on the award. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented by the parties who do appear. The arbitrator will award to the prevailing party or parties actual attorneys' fees, interest, and such other sums as he shall deem proper for the time, expense, and trouble of arbitration. The arbitrator is also authorized to make an award in favor of one SUBCONTRACTOR and against another.

18. Default, Breach of Contract

In the event (A) SUBCONTRACTOR is, or in CONTRACTOR'S sole discretion appears to be unable to complete the work on schedule or in the manner called for; or (B) SUBCONTRACTOR is unable or fails for any reason to perform fully any and all of the agreements herein contained; or (C) any of the warranties given by SUBCONTRACTOR are breached; or (D) SUBCONTRACTOR is adjudged bankrupt or becomes insolvent or takes advantage of state or federal insolvency laws; or (E) SUBCONTRACTOR fails, refuses or neglects to supply a sufficient number of properly skilled workers, or a sufficient quantity of materials of proper quality; or (F) fails to correct a safety deficiency; or (G) otherwise fails in any respect to prosecute the work covered by this Subcontract Agreement with promptness or diligence, then CONTRACTOR may, at its option (i) withhold payment for work performed on this project or payment of any other obligation of CONTRACTOR to SUBCONTRACTOR until there has been a compliance with the terms hereof; and/or (ii) after giving a 24 hour notice to SUBCONTRACTOR, take over the work of SUBCONTRACTOR (subject to reinstatement thereof if CONTRACTOR so elects) and provide any labor and materials as, in CONTRACTOR'S sole discretion, may be needed to complete all or any portion of the work of SUBCONTRACTOR hereunder; or (iii) terminate SUBCONTRACTOR'S performance under this Agreement.

In the event of either taking over under subsection (ii) above, or a termination under subsection (iii) above, CONTRACTOR shall have the right to enter upon the premises and take possession of all materials thereon, for the purpose of completing SUBCONTRACTOR'S work hereunder, and CONTRACTOR may employ any other person or persons to complete the work and furnish the materials therefore. CONTRACTOR shall have a lien upon such materials, to secure the payment by SUBCONTRACTOR of any amounts which may then or thereafter become due from SUBCONTRACTOR to CONTRACTOR pursuant to the provisions of this Agreement. SUBCONTRACTOR shall cooperate with CONTRACTOR to facilitate an orderly transition.

If CONTRACTOR, by reason of default on the part of SUBCONTRACTOR, suffers any expense, then SUBCONTRACTOR agrees to reimburse CONTRACTOR for such expense. This expense may be caused by damages (actual or liquidated), penalties, costs of effecting compliance with Contract Documents, attorneys' fees, loss of profits by CONTRACTOR, or other causes not listed here. Damages may be evidenced by CONTRACTOR'S out-of-pocket expenditures, or by refunds, adjustments, reductions in contract price, or other offsets against monies otherwise due CONTRACTOR under Contract Documents.

If SUBCONTRACTOR is unable or unwilling to pay CONTRACTOR, then CONTRACTOR shall have the right to retain the amounts out of any payments due or to become due to the SUBCONTRACTOR from this or any other Agreement between CONTRACTOR or other Morley Builder's entity and SUBCONTRACTOR.

19. Termination Without Cause

In addition to CONTRACTOR'S other rights hereunder, CONTRACTOR reserves the right to terminate this Subcontract Agreement without cause, by written notice to SUBCONTRACTOR. In the event of such termination without cause, SUBCONTRACTOR shall be entitled only to payment as follows: (A) For the out-of-pocket cost of the work actually completed; (B) for other out-of-pocket costs actually incurred by SUBCONTRACTOR pursuant hereto, and after the execution of this Subcontract Agreement, and (C) 10% of the costs specified in subsections (A) and (B) above, to cover overhead and profit. There shall be deducted from such sums the amount of any payments made to SUBCONTRACTOR prior to the effective date of such termination.

SUBCONTRACTOR shall not be entitled to any claim or lien against CONTRACTOR or Owner for additional compensation or damages in the event of such termination. In the event of any termination by CONTRACTOR under the other provisions of this Subcontract Agreement, and a determination that CONTRACTOR did not have a right to so terminate, then such termination shall automatically be deemed to have been undertaken by CONTRACTOR pursuant to the provisions of this Section as of the date of the purported termination under another provision hereof. SUBCONTRACTOR'S rights in such event shall be limited to those provided for the benefit of SUBCONTRACTOR in this Section.

20. Miscellaneous Provisions

All rights and remedies of CONTRACTOR hereunder are cumulative and in addition to those existing at law or in equity, and the exercise of any one or more thereof by CONTRACTOR shall not be construed to constitute a waiver of any others. Waiver by CONTRACTOR of any breach or default on the part of SUBCONTRACTOR shall not be construed to constitute a waiver of any other breach or default on the part of SUBCONTRACTOR.

This Agreement shall inure to the benefit of, and shall be binding upon the assigns of CONTRACTOR. SUBCONTRACTOR shall not subcontract, assign or transfer this Agreement, or any other part thereof, without the written consent of CONTRACTOR. The provisions of this Agreement shall apply to SUBCONTRACTOR under any change of name or association or joint venture, including any person who may have been a principal financially associated with SUBCONTRACTOR.

All notices which either CONTRACTOR or SUBCONTRACTOR may be required or desire to serve upon the other pursuant to this Agreement, shall be in writing and shall be deemed given (except as otherwise expressly herein provided) when deposited, postage prepaid, in a receptacle authorized by the United States Postal Service or by fax, addressed as shown on Page One.

If the General Contract for the project is not awarded to CONTRACTOR, or if an award is revoked or the project abandoned, this Agreement shall be null and void from the beginning.

This Agreement shall not be effective for any purpose, and SUBCONTRACTOR is not authorized to perform any of the work hereunder, until this contract has been executed by both parties. If SUBCONTRACTOR fails to return an executed copy of this Agreement to CONTRACTOR within ten (10) days after the date shown hereon, CONTRACTOR may terminate any and all rights of SUBCONTRACTOR to perform the work herein. CONTRACTOR shall have the right, at its own option, to enter into an agreement with another SUBCONTRACTOR for the performance of the said work, or any portion thereof, or to perform such work itself, without prejudice to CONTRACTOR'S right to recover any damages suffered by reason of SUBCONTRACTOR'S failure to execute this Agreement.

Acceptance of Agreement: SUBCONTRACTOR'S commencement of the Work, including the ordering of materials, shall be deemed an effective mode of acceptance of this Agreement. Any acceptance of this Agreement is limited to acceptance of the express terms contained in the Agreement and these attached terms.

In the event CONTRACTOR incurs any cost or expense due to the failure of the SUBCONTRACTOR to comply with any of the terms or provisions included herein, SUBCONTRACTOR agrees to directly reimburse CONTRACTOR for the actual cost or expense as called for above, attorneys' fees, plus a 15% administrative charge.

21. Inclusions, Exclusions, Special Conditions:

This Agreement is also based on the following general clauses, inclusions, exclusions, alternates, addenda and exhibits.

A. ENUMERATION OF CONTRACT DOCUMENTS

This Subcontract Agreement includes the following documents:

01. Exhibit "A.001" - List of Documents
02. Exhibit "B" - Project Brochure
03. Exhibit "C" - Safety Requirements
04. Exhibit "D" - Insurance Requirements and Procedures
05. Exhibit "E.001" - Project Schedule
06. Exhibit "F" - Site Logistics and Haul Route
07. Exhibit "G" - MEP Coordination
08. Exhibit "H" - Owner Close-Out Requirements
09. Exhibit "I" - Project Performance and Liquidated Damages
10. Exhibit "J" - Additional Bond Information

B. GENERAL CLAUSES (These are additions and/or clarifications to Pages 1 through 8 of the Subcontract Agreement.)

1. This is intended to be a lump sum SUBCONTRACT AGREEMENT. Therefore, SUBCONTRACTOR includes any and all materials, labor, equipment, and cost escalation necessary to complete the work in accordance with the contract documents. SUBCONTRACTOR includes, but is not limited to, the following list of items. This list is for clarification only and not intended to be "all-inclusive".
2. ARTICLE No. 3 - "Insurance" - Add the following paragraph:
 - a. Refer to Exhibit "D", General Liability Owner-Controlled Insurance Program (OCIP), for project insurance requirement information. All Subcontractors and their subcontractors of any tier will be required to enroll in the Owner-Controlled Insurance Program (OCIP). SUBCONTRACTOR is still required to provide insurance coverage for those areas not covered by the OCIP, such as Worker's Compensation & Employer's Liability Insurance, E and O, Auto, etc.
3. ARTICLE No. 4 - "BOND" - Add the following paragraph:
 - a. SUBCONTRACTOR to provide payment and performance BOND for all scope of work included, unless specifically noted otherwise.
4. ARTICLE No. 8 - "Safety, OSHA, Accidents" - Add the following paragraph:
 - a. SUBCONTRACTOR to conform to the following code requirement: California Code of Regulations Article 3, Section 1509, Par. (a-e) and Article 110, Section 5194 requires that every employer participating on this project must have on file at the jobsite prior to commencing work the following: (1) Code of Safe Practices, and (2) Job Specific Safety Program. Provide a copy to the job office to ensure compliance and to maintain a ready reference prior to starting work on-site.
 - b. SAFETY IS OF UTMOST IMPORTANCE! SUBCONTRACTOR to report any injuries, unsafe working conditions or damage to the jobsite to the Jobsite Superintendent immediately. SUBCONTRACTOR to comply with all Federal and state regulations with respect to safety procedures.
 - c. SUBCONTRACTOR shall cooperate fully with CONTRACTOR'S Subcontractor Drug Testing Policy (see Exhibit "C"). Proper forms must be signed prior to working on site.
 - d. SUBCONTRACTOR shall perform fire watch on a daily basis per OSHA regulations if welding, torching, etc.
 - e. SUBCONTRACTOR shall participate in CONTRACTOR'S Click Safety Program. Workers assigned to the project will have completed the online program and have certificate prior to arriving to jobsite.
5. ARTICLE No. 9 "Shop Drawings, Submittals, As-Builts" - Add the following paragraphs:
 - a. SUBCONTRACTOR shall provide electronic copies in PDF format AND four (4) hard copies of all shop drawings and submittals and four (4) samples of all sample submittals to CONTRACTOR for approval, or more as requested by CONTRACTOR. Shop drawings and submittals shall typically be returned to SUBCONTRACTOR electronically (via email or FTP site).
 - b. SUBCONTRACTOR to provide As-Built drawings, Operations and Maintenance Manuals, and OWNER Training sessions in accordance with Exhibit H, the Contract Documents, and specification sections 01 78 23, 17 78 39, and 01 79 00. As-Built Drawings to be created using the most current version of AutoCAD. Electronic copies of final As-Built AutoCAD files shall be turned over to the OWNER during closeout period. Closeout documents will consist of one (1) electronic copy and two (2) hard copies.
6. ARTICLE No. 10 - "Jobsite Provisions" - Add the following paragraphs:
 - a. All work shall be performed during Project's work hours of 7:00 A.M. - 9:00 P.M., Monday through Friday, and 8:00 a.m. - 6:00 p.m. on Saturday. No work on Sundays. Hauling and deliveries are limited to 7:00 A.M - 3:30 P.M. Work shall not be performed on weekends or holidays without prior approval from the Project Superintendent. Approval will require seventy-two (72) hour notification from SUBCONTRACTOR. The durations indicated on the Project Schedule are based upon five (5) working days per week. All other time durations in this Agreement are calendar days.
 - b. Employee Parking - Parking fees will be paid for by CONTRACTOR at no cost to SUBCONTRACTOR from 6:00 a.m. to 6:30 p.m.

Monday- Friday, and 6:00 a.m. to 12:30 p.m. on Saturdays. Parking costs outside of these hours will be the responsibility of SUBCONTRACTOR. Parking for all SUBCONTRACTOR'S vehicles shall be in the parking lot across Hollywood Blvd directly to the South of the Jobsite. SUBCONTRACTOR will participate in CONTRACTOR'S parking ticketing/tracking system. SUBCONTRACTOR understands that parking will not be available on site. SUBCONTRACTOR also understands that no parking is permitted on surrounding residential streets per the conditions of approval. Failure to participate in parking ticket program and/or abuse of parking privilege will result in parking privileges being revoked. Subsequent parking costs will be the responsibility of SUBCONTRACTOR. Loading and unloading of equipment and/or delivery trucks must be approved and coordinated by the CONTRACTOR'S Jobsite Superintendent.

c. The CONTRACTOR'S phones, fax machines, copiers, and other temporary office facilities are not available for use by SUBCONTRACTOR.

d. SUBCONTRACTOR to participate in on-site recycling program through proper sorting and disposal of construction debris and trash as designated by waste hauling company. Except as otherwise noted, bins provided by CONTRACTOR.

e. SUBCONTRACTOR will provide temporary ventilation systems, as required by OSHA, or other appropriate governmental agencies, for their specific scope of work or task as required to maintain a safe environment and the Project Schedule. Coordinate system installation and locations with Project Superintendent.

f. Use of CONTRACTOR'S tower cranes will be available during the structural concrete and structural wood framing phases of the project only (to be erected during concrete slab on grade operation and to be removed after framing and drywall stocking). Hoisting before and after this time period will be the responsibility of the SUBCONTRACTOR. SUBCONTRACTOR'S use of tower cranes will be limited to major deliveries of heavy equipment only. Small deliveries, daily loading, and forklifts for loading of deliveries will remain the responsibility of the SUBCONTRACTOR. Limits of tower crane capabilities are shown in Exhibit F. SUBCONTRACTOR to coordinate and schedule the use of tower cranes with CONTRACTOR'S Superintendent 72 hours in advance. Use of CONTRACTOR'S manlift/material-hoist will be available during construction of the residential buildings (to be removed after plaster is complete). SUBCONTRACTOR is responsible for all hoisting related costs such as rigging, hookmen, after hour crane use, etc. All other hoisting to be provided by SUBCONTRACTOR. Elevators will not be available for SUBCONTRACTOR'S use.

g. All operations, material deliveries, staging and building access is based on Benchmark Contractors, Inc. Site Access & Phasing Plan (refer to Exhibit F). No staging or jobsite access will be permitted on Hollywood Blvd. SUBCONTRACTOR must coordinate and schedule all material deliveries and unloading of material with CONTRACTOR on a daily basis. Materials to be ordered and available for delivery per the CONTRACTOR'S schedule. Deliveries to site on an as-needed-basis, stockpiling or storage is subject to approval by the Project Superintendent. SUBCONTRACTOR agrees to purchase all necessary material in a timely manner to ensure the supply of such material for the subject work.

h. Delivery of materials includes unloading and distribution/spreading of the products to each building and each floor level. Includes removal of all packing materials and debris into CONTRACTOR'S BINS. SUBCONTRACTOR to load and spread materials so as not to overload or cause excessive deflection to supporting structure. Prior to first shipments, SUBCONTRACTOR to submit a stocking plan for review and approval by CONTRACTOR and Structural Engineer. SUBCONTRACTOR will be responsible for all required changes to the submitted stocking plan.

i. No deliveries shall be made without specific approval from the CONTRACTOR'S Project Superintendent. A representative of the SUBCONTRACTOR shall be present to receive all deliveries. Any unloading or distribution work performed by the CONTRACTOR on SUBCONTRACTOR'S behalf shall be performed on a time and material basis, whose cost will be the responsibility of SUBCONTRACTOR.

j. Employee vehicles and delivery trucks are prohibited from staging on city streets, except as noted on approved haul route or staging plans. SUBCONTRACTOR will schedule all material and equipment deliveries during non-peak travel periods as required. SUBCONTRACTOR to obtain and pay for all special permits (street use/encroachment permits, etc.) required for SUBCONTRACTOR'S loading and unloading of materials beyond CONTRACTOR'S permitted staging areas.

k. CONTRACTOR to provide temporary electrical power and (spider) boxes for use by the SUBCONTRACTOR (120 volt, 20 amp, single phase). SUBCONTRACTOR to coordinate relocation/distribution of boxes as required for their work. No power for welding will be provided, SUBCONTRACTOR is responsible to provide all power associated with the operation of welding equipment.

l. The CONTRACTOR will provide temporary lighting per OSHA minimum requirements. Additional task lighting, if required, shall be the responsibility of the SUBCONTRACTOR.

m. SUBCONTRACTOR understands that some final building finishes will have exposed structural concrete floors throughout. SUBCONTRACTOR is responsible for protecting all concrete floors from damage from their work. Includes replacing existing protection damaged by SUBCONTRACTOR during SUBCONTRACTOR'S work. BLUE Chalk only layout lines only are allowed (no spray paint). Any equipment (i.e., forklifts, scissor lifts, etc.) used within the building must be approved in advance by CONTRACTOR; if approved, such equipment shall have white tires to protect slabs from damage.

n. There will be no onsite SUBCONTRACTOR temporary offices or trailers allowed. SUBCONTRACTOR shall be responsible for all costs for own offsite offices/trailers.

o. Project Jobsite Clean Up - In addition to removal of debris (on a daily basis) generated by SUBCONTRACTOR'S activities, SUBCONTRACTOR will provide two (2) hours of labor for every ten (10) men for every day worked on the project, to clean-up project per the direction of the CONTRACTOR'S Project Superintendent. At a minimum, SUBCONTRACTOR to provide eight (8) hours of labor per week. Failure to adhere to these requirements will result in additional expenses charged against this Subcontract Agreement as outlined in Article 10. SUBCONTRACTOR will not be required to participate in composite clean-up crews on days it has no manpower onsite.

7. ARTICLE No. 11 - "Extras, Credits, Modifications" - Add the following paragraphs:

a. If CONTRACTOR and SUBCONTRACTOR cannot agree on the cost or time of performance for the Change Order work, SUBCONTRACTOR shall nevertheless perform the work as directed by CONTRACTOR in a timely manner as required to not delay the work.

b. SUBCONTRACTOR change order requests (CORs) shall be submitted by SUBCONTRACTOR in a format acceptable to CONTRACTOR. CONTRACTOR'S preferred template is available upon request. This format shall include, at a minimum, labor hours and direct hourly rates by labor classification, direct material costs, and direct equipment rental costs. All markups, including but not limited to overhead, profit, and bond (if applicable), shall be shown separately. Backup from second-tier subcontractors and/or vendors is required. Failure to submit COR in an acceptable format with all price breakdowns requested shall be grounds for denial of COR.

c. Any work performed on a "time-and-materials" basis must be verified in writing by CONTRACTOR that work day. SUBCONTRACTOR is responsible for requesting such verification on a daily basis in the form of a time ticket, extra work authorization, etc. If verification is not requested within 24 hours, SUBCONTRACTOR may not be compensated for work. If verification is requested but is disputed by CONTRACTOR, CONTRACTOR will make note on ticket and this work will be subject to further review.

d. The total amount for both Overhead and Fee on any requests for extra compensation (SUBCONTRACTOR'S change order requests) shall not exceed ten percent (10%) (in lieu of 15% as stated in the fourth paragraph of Article 11) as defined in the prime contract.

8. ARTICLE No. 12 - "Payment and Lien Releases" - Add the following paragraphs:

a. SUBCONTRACTOR understands that as-built drawings, warranties, guarantees, operation and maintenance manuals, certificate of compliance, union clearance letters stating the required union benefit accounts are current, etc., are required to be submitted prior to final payment. In the SUBCONTRACTOR'S Schedule of Values, two percent (2%) of the total Subcontract amount will be established as the value of these items.

b. Retention shall be ten percent (10%). Early release of retention for specific trades must be approved by CONTRACTOR, OWNER, and LENDERS.

c. SUBCONTRACTOR understands that Subcontractor Daily Reports (required to be submitted daily), Jobsite Weekly Safety Meeting Reports, and other required submittals must be current in order for progress payments to be processed.

9. ARTICLE No. 13 - "Commencement and Prosecution of Work, Delays, Damages" - Add the following:

a. Project Schedule - SUBCONTRACTOR shall cooperate and coordinate with the CONTRACTOR'S scheduling of other trades and strictly adhere to the Project Schedule outlined in Exhibit E and performance criteria outlined in Exhibit I.

b. SUBCONTRACTOR understands that maintaining of the Project Schedule is critical and SUBCONTRACTOR'S scope will require multiple phases of the project to be ongoing simultaneously with multiple phased turnover dates as outline in Exhibit E. SUBCONTRACTOR further understands that there are liquidated damages associated with these phased turnover dates as outline in Exhibit I and SUBCONTRACTOR will be responsible for such liquidated damages for delays in achieving phased turnover dates as outlined in Exhibit E and as allowed under paragraph 6 of Section B of the Subcontract Agreement and defined in Exhibit I. SUBCONTRACTOR has included all costs (including but not limited to shop drawing detailing, submittals, workmen, materials, and supervision for all phases) associated with appropriately sequencing the construction and temporary facilities as required to accommodate the multiple Temporary Certificate's of Occupancy required for this project. This includes Temporary Certificate's of Occupancy at a minimum for the following phase of work: Parking Structure, Retail, Building 1, Building 2, Building 3, and Building 4.

c. It is SUBCONTRACTOR'S responsibility to submit all product data, shop drawings, and to release material for fabrication in a timely manner as not to have a negative impact or delay the schedule. Submission times to include adequate time for proper review and corrections, if necessary, of such submittals.

10. ARTICLE No. 16 - "Guarantee, Warranty" - Add the following paragraph:

a. All equipment warranties shall begin on the date of Substantial Completion of the final phase (last TCO), as defined by the Contract Documents, regardless of when the equipment was started for temporary use, testing or permanent use.

11. ARTICLE No. 20 - "Miscellaneous Provisions" - Add the following paragraphs:

a. Assignment of Contract - Pursuant to the General Conditions of the OWNER'S General Contractor Agreement, this Subcontract/Purchase Order is freely assignable by CONTRACTOR to OWNER or OWNER'S designee. The SUBCONTRACTOR shall continue to perform under this Subcontract Agreement in the event the OWNER-CONTRACTOR Contract is terminated, and the OWNER shall take an assignment of said Subcontract Agreement/Purchase Order and request such SUBCONTRACTOR to continue such performance. SUBCONTRACTOR further acknowledges that by signing this Agreement, that the OWNER is an express third party beneficiary of the Subcontract Agreement.

b. SUBCONTRACTOR agrees that it will not, without prior written approval of the OWNER, publicize the fact that it has entered into the Contract Documents, or disclose, confirm, or deny any details of the Contract Documents. SUBCONTRACTOR agrees that it will not use the OWNER'S name in connection with SUBCONTRACTOR'S publicity with respect to the Project without prior review and written approval in each instance by the OWNER. SUBCONTRACTOR shall also insert the terms of this provision in all contracts and/or agreements executed in connection with the services to be performed under the Contract Documents and require that its Subcontractors of all tiers and Suppliers of all tiers do the same.

c. MODEL UNITS - SUBCONTRACTOR understands that it is anticipated the OWNER will require several apartment units be designated as "Models". SUBCONTRACTOR agrees that these Models shall be constructed out of sequence, at an accelerated schedule dictated by OWNER, and that SUBCONTRACTOR will build them as such at no additional cost to the OWNER or CONTRACTOR. There will be a total of four (4) residential units and one (1) live/work unit mocked-up with exact units to be determined.

d. All labor, material, and equipment costs to remain unchanged throughout the duration of the project. SUBCONTRACTOR has included all costs associated with any escalation as required to accommodate the Project Schedule.

e. SUBCONTRACTOR is aware that they are working around existing facilities and services and shall take appropriate measures

not to impact said facilities and services, including required coordination with the existing underground MTA system, Hollywood Walk-of-Fame, surrounding businesses and neighbors, etc.

f. Project documentation and correspondence may be sent electronically. SUBCONTRACTOR is capable of receiving and sending electronic documentation and correspondence as an adequate form of communication. SUBCONTRACTOR includes all reprographic costs for drawings sent electronically throughout construction.

g. SUBCONTRACTOR will notify CONTRACTOR immediately should there be any evidence of unexpected soil conditions, hazardous wastes, or unexpected obstructions. SUBCONTRACTOR will take full responsibility for any event that occurs if these conditions are known and work proceeds without authorization.

h. Install flexible materials and connections as required across all seismic/expansion joints to allow for movement.

i. Includes caulking/acoustical sealant as required for SUBCONTRACTOR'S work.

j. SUBCONTRACTOR is aware that emergency MTA hatches directly adjacent to the demolition must remain operable at all times. This includes keeping the hatches and the patch of egress clean and clear from all debris and demolition activities.

k. All products supplied by SUBCONTRACTOR shall have L.A. City Research Reports as required. Ensure full compliance with all governing agency requirements including UL devices, samples and test certificates.

l. It is understood by the parties hereto that the Drawings and Specifications necessary for construction of the Project are complete enough so as to enable SUBCONTRACTOR to complete the project for the lump sum price, and that although the Drawings and Specifications are adequate for pricing and, in certain respects, performance of the Work, completion of the Drawings and Specifications will be accomplished from time to time. No adjustment in the lump sum price or Contract Time shall be made unless completion of the Contract Documents results in a "Scope Change". A "Scope" Change shall be a change which (i.) was not reasonably foreseeable or inferable by a SUBCONTRACTOR of SUBCONTRACTOR'S experience and expertise from the Drawings and Specifications and (ii.) commits SUBCONTRACTOR to utilize more or special labor, supervisory personnel or construction materials than originally intended or requires additional time or a change in Schedule or sequence.

C. INCLUSIONS

General Requirements

01 . Provide all labor, equipment, and materials required to supply and install all plumbing work complete for The Blvd 6200- North project in accordance with the Plan, Specifications and other documents outlined in Exhibit A.001. The scope of work includes, but is not limited to the following items. This list is for clarification only and not intended to be "all-inclusive".

02 . All piping, fixtures, equipment and accessories as required to furnish and install a complete and fully operational plumbing system per Plans and Specifications. Includes all piping, fittings, valves, cleanouts, backflows, PRV stations, assembly devices, valve boxes, precast pits, covers, frames for cast in place vaults, pipe sleeves, hangers, supports, accessories, etc., as required.

Plumbing fixtures to be supplied under separate SUBCONTRACT AGREEMENT and installed under this agreement. SUBCONTRACTOR responsible for all coordination between supply package and installation package to ensure a complete coordinated system is furnished and installed.

03 . Furnish and install all plumbing equipment and install fixtures per the Schedule and the Architectural Unit Plans and Interior Elevations (no substitutions will be acceptable). All fixtures must comply with all Municipal, State and Federal ADA requirements.

Plumbing fixtures to be supplied under separate SUBCONTRACT AGREEMENT and installed under this Agreement. SUBCONTRACTOR responsible for all coordination between supply package and installation package to ensure a complete coordinated system is furnished and installed.

04 . All work in accordance with the recommendations and requirements of the Soils Report, and SUBCONTRACTOR has provided for conditions that exist based on the reports findings, including excavation through any hard soil and/or rock if present and import of backfill material as required.

05 . SUBCONTRACTOR to coordinate all underground piping installation with proposed underground utilities (sewer, storm, water and gas lines) prior to commencement of work. SUBCONTRACTOR acknowledges that all underground utilities work (sewer, storm and water) will commence and may be installed prior to installation of plumbing work. SUBCONTRACTOR to install piping around proposed underground utilities and will include all required costs for additional excavation, piping, etc., to achieve required coverage's. At gas lines, provide sand as required.

06 . Testing as required for SUBCONTRACTOR'S work. Tests must be performed and systems approved prior to painting, covering, insulating, furring, or concealing pipe. Provide all test equipment, instrumentation, and labor in conjunction with all tests. Any testing required shall be complete prior to the scheduled inspection. The Project Superintendent and Architect must be notified 48 hours prior to any testing, or re-test costs will be borne by SUBCONTRACTOR.

07. SUBCONTRACTOR to participate in all testing required of other subcontractors and by authorities having jurisdiction for electronically and mechanically powered equipment. SUBCONTRACTOR to verify power requirements for pumps and all other electrified equipment with the Electrical Drawings. If item is installed and does not match the voltage requirements, SUBCONTRACTOR will replace at no cost to CONTRACTOR. Appropriate tests must be performed and systems approved prior to concealing piping. Provide all test, equipment, instrumentation and labor in conjunction with all tests.
08. Coordination with other trades as required to ensure proper clearances of ductwork, fixtures, piping, etc. SUBCONTRACTOR is responsible to coordinate all work with interfacing trades and other necessary subcontractors for installation of plumbing work, including but not limited to, utilities, concrete, reinforcing steel, framing, mechanical, electrical, fire sprinkler, etc., as required. Cost to relocate work due to lack of coordination will be borne by the SUBCONTRACTOR. Provide layout/coordination drawings as required per the Specifications and to facilitate coordination with other trades.
09. Furnish, layout, and install sleeves for all slab and wall penetrations required for SUBCONTRACTOR'S work. Sleeves to be provided to conform with all Plans and Specification requirements. Includes metal sleeves for all CMU, concrete, and shotcrete penetrations required for the completion of your work. SUBCONTRACTOR to coordinate sleeve locations with CONTRACTOR in advance of installation to minimize impacts to reinforcing steel design.
10. Furnish and install all underground piping required for the plumbing systems including layout, trenching, excavation, backfill and recompaction as required for SUBCONTRACTOR'S work. Backfill and compaction work per the Soils Report and to +/- .10 of a foot elevation and area returned to condition prior to start of trenching.
11. Supply all materials by specified and approved manufacturers in strict accordance with the requirements outlined on the Plans (Sheets PN002 and PN003) and Specifications. Includes full compliance with all governing agencies requirements including UL devices, samples and test certificates. Provide a mock-up for each unit type of runs/drops, etc., for Project Superintendent approval prior to proceeding with other units.
12. All seismic bracing and pipe supports for SUBCONTRACTOR'S work and in accordance with the requirements of the Plans and Specifications.
13. All floor blockouts, inserts, coring, sawcutting, sleeves, acoustical caulking, drypacking, and ratpacking as required for a complete installation. All notching/drilling of wood framing and pipe supports will be in accordance with the requirements of the Plans and the Structural Engineer. Install strapping and plates as required. SUBCONTRACTOR to coordinate all required blockouts/headouts with CONTRACTOR and Framing Subcontractor prior to framing operations. Costs for cutouts, structural revisions, etc., required following production framing will be at SUBCONTRACTOR'S expense.
14. Furnish and install all materials necessary to comply with sound/vibration controls per Plans, Specifications and as required per code.
15. All dissimilar metallic materials shall be effectively isolated from each other to prevent galvanic action.
16. Furnish and install all cleanouts for the plumbing system per the Plans and as required by code. Clean out escutcheon plates at rated walls may require fire rated pads on back side of cover.
17. Furnish and install boiler system complete including, boilers/water heaters, equipment, circulating pumps, tanks, piping, venting, valves, pumps, storage tanks, etc., for a complete and operational system.
18. Dewatering and mud control for your trenches.
19. Signage and identification of plumbing equipment and systems per Plans, Specifications, and as required by code for SUBCONTRACTOR'S work, including labels, tags, piping markers, warning signs, etc.
20. Fixture templates as required for other trades.
21. Dust control as required during SUBCONTRACTOR'S work and for grading operations at all times, including but not limited to water trucks, hoses, etc. Distribution of water by SUBCONTRACTOR from source as directed by the Project Superintendent.
22. Corrosive protection of all underground piping and wrapping of all piping installed in concrete foundations and slabs. Adequately brace and secure all piping placed in footing and slab on-grade pours to avoid displacement or damage during concrete placement. Sealing of all deck pipe penetrations as required. For pipe installed in soil, corrosive protection of steel pipes to be applied in compliance with Option 1 of HDR/Schiff letter dated February 28, 2011. Cast iron soil, waste, vent and copper pipe to receive 16 mil sleeve per PN003.
23. All embedded items to be galvanized steel per Plans and Specifications.
24. SUBCONTRACTOR to sterilize and disinfect/chlorinate the domestic water supply system as specified and required following testing and prior to turnover. Disinfecting to take place in multiple stages to match project phasing.
25. If water lines are installed in shear walls, they must be protected from nails by 12-ga straps. Additionally, water lines must be in the middle section of the wall. If not, SUBCONTRACTOR will be responsible for any damages caused by nails or screws in the pipe.

26. Coordinate location and provide water service shutoff valves at individual buildings and to isolate each unit (even if not shown on the drawings). Furnish access panels (keyed similar with other trades) at all shutoff valve locations.
27. Sudsing protection per Plans and applicable code and regulations.
28. Furnish all rated and non-rated access panels and doors as required for your own work (installation by others). Provide stainless steel access panels at tile locations and primed panels at drywall locations. Access panels to be approved by CONTRACTOR and keyed alike. Panels are to be the same fire rating as the wall or ceiling penetrated for SUBCONTRACTOR'S work or where SUBCONTRACTOR'S work requires access. Provide a marked print showing all panel locations with sizes and ratings indicated.
29. Provide installation and equipment warranty per Project Specifications. Warranty period for all buildings and systems to start at the time of Final Acceptance / Substantial Completion for the entire project. SUBCONTRACTOR shall maintain equipment including performing scheduled maintenance per manufacturer's recommendations until the date of Substantial Completion. This includes keeping a maintenance log that will be turned over to the OWNER.
30. Cutting/boring of holes and piping installation to allow for building shrinkage. Each penetration in studs, plates and joists shall be lined with felt.
31. Supply and installation of all sump pit grates, trench drain grates, and all associated embeds.
32. Except at laundry and dishwashers, water hammer arrestors per Plans and Specifications (reference Notes Ac22N on Sheet AN043 and 8 on PN002).
33. Provide complete trap primer assembly where required by code (and reference Note 9 on Sheet PN002).
34. Performance and approval of all appropriate tests prior to concealing pipes. Testing of plumbing systems shall be performed for a maximum of three (3) floors per test (two and three floor intervals to be tested). Water clean up due to leaks and testing will be required immediately by SUBCONTRACTOR.
35. Clear toilet, tub, and area drains of reasonable construction debris during construction. Test again and clear upon project completion/turnover. SUBCONTRACTOR to cover drain to minimize debris collected in drain body.
36. Sanitary drainage system complete. Furnish and install all sewer piping from buildings to a point of connection approximately five-feet (5') outside of each building. Includes connections/tie-in of all sewer lines to clean-outs provided by Utility Subcontractor per Civil Plans.
37. Furnish and install domestic water system including all piping, valves, pressure reducing valves, fittings, and connections, etc., for a complete and operational system per Plans and Specifications.
38. Furnish and install all required natural gas piping, supports, and valves from meter/service point of connection to all fixtures and equipment requiring gas. Scope includes concrete inserts and unistrut racks, including seismic bracing for Gas Co. piping between building entry points and meters. Gas Co. to provide piping between POC in street and meter in Parking Garage.
39. Connections to gas meters. Supply and install seismic shut-off valves as required for building gas services. Labeled gas shut-off valve(s) shall be provided as required by governing agencies.
40. Furnish and install all tubs/showers and showers complete including all fixtures and tub overflows. All tubs to be per the Fixture Schedule and Specifications.
41. HVAC unit primary condensate drains complete per the Plumbing and Mechanical Plans. Secondary overflow to be controlled by switch in lieu of piping. Switch to be furnished and installed by HVAC Subcontractor.
42. All bathtubs provided must include built-in backing for grab bars at all three (3) sides.
43. Fiberglass tubs to include all required patching as a result of damage caused during installation.
44. Furnish and install plumbing services to all washers and dryers including water supply piping, washer boxes (boxes to be plastic in lieu of metal per WM-1 fixture schedule) and valves, drains, standpipes, etc.
45. Provide lowered or lowerable P-Traps at all unit kitchen sinks for ADA compliance (sink lowering). Kitchen sinks waste and trap at a lower elevation to allow for repositioning of sink at H.C. accessible/adaptable units.
46. Furnish and install all storm drainage piping systems complete, including connection to service laterals five feet (5') outside building. Furnish and install all roof and overflow drains, floor drains, etc., and associated piping and cleanouts. Includes installations to insure proper drainage at all areas at on grade locations and within the structure locations. Coordinate locations and details as required between the Architectural, Plumbing, and Civil Drawings. SUBCONTRACTOR is responsible for greatest quantities.
47. Furnish and install storm drain pipe, risers, catch basins, area drains, and subsurface drains (including covers, grates, in planter perforated riser pipe, filter fabric, and screens) at all landscape and hardscape areas on grade and on podium structure as called out on the Landscape and Plumbing Drawings.

48. Furnish and install roof drains, overflow drains and required piping.
49. Depth of waste lines to be at sufficient depth to provide adequate clearance below interior/exterior footings/grade beams and avoid any loads/surcharges from adjacent foundations. Includes any additional excavation and concrete backfill at piping under footings as required by Structural Engineer.
50. SUBCONTRACTOR will make as many move-ins as necessary for shear wall and preliminary drywall installation.
51. Furnish and install thermal insulation for all piping. At a minimum, pipe insulation at all hot water supply and return piping per Plans, Specifications, and Title 24 requirements. Furnish and install pipe insulation at all hot water supply and recirculating piping per Plans and Specifications. Include insulation at boilers.
52. Adjust drains as required to final elevations.
53. Furnish and install all drinking fountains per Plans and Specifications.
54. Furnish and install air gap for dishwashers. Make final connection to dishwashers, including installation of flex piping between air gap and unit and air gap and waste connection.
55. Rough in plumbing for all appliances. All water lines to be flushed before hook-up of appliances in each building. Minimum three (3) gallons per appliance.
56. Supply and install all supports, attachments, fasteners, embeds, support angles, mounting accessories, etc., as required to support all plumbing equipment. Including all pipe and supports on the roof as required.
57. Size and locations of roof equipment pads are approximate. Coordinate required sizes and locations with CONTRACTOR and Framing Subcontractor.
58. INTENTIONALLY OMITTED.
59. SUBCONTRACTOR to coordinate with Countertop Subcontractor for installation of under-mounted sinks in stone countertops including attachments, supports, etc., as required.
60. Include carrier supports for wall hung plumbing fixtures.
61. Includes flexible connections for piping as required per Specifications.
62. Includes all Reduce Pressure backflow devices throughout as indicated on the drawings.
63. SUBCONTRACTOR to verify that proposed electrical service listed on the Contract Documents comply with the requirements of the specified plumbing equipment.
64. Includes expansion joints in SUBCONTRACTOR'S piping as required per Plans, Specifications and as required by code.
65. Procurement of permit(s) for own work. Any associated fees shall be paid by OWNER.
66. Certification/test reports for all backflow preventers provided by SUBCONTRACTOR.
67. Furnish and install "Link-Seal" with waterstop at all below grade wall penetrations.
68. Includes cleanouts as required by code.

Specific Requirements

01. Furnish and install all project piping material per the plumbing plans, Specifications and in accordance with applicable codes and regulations. Provide piping size and material throughout in accordance with Piping and Fitting Schedule on Sheet PN003.
02. Required gas piping and valves from meter location to boilers. Gas piping to be routed overhead, through corridors, not through units.
03. Includes escutcheon plates as required at all wall penetrations per Specifications and details on Sheets PN800 through PN804.
04. Furnish and install floor drains per Plans. Includes but is not limited to locations at all Laundry Rooms, Trash Rooms, and Utility/Mechanical Rooms.
05. Provide Fire Sprinkler System test drains at all standpipes (even if not shown on plans). Including drain assembly and trap primer at all fire sprinkler stand pipes per 11/PN801. Locations, pipe and size to be coordinated with Fire Sprinkler Subcontractor.
06. Provide motion sensor/handles fixtures (toilets, urinals and faucets) at common area bathrooms per Plans.
07. Furnish and install ice maker water supply lines (including plastic boxes) to the refrigerators at each unit per Plans and Specifications.

08. Furnish and install all piping, fittings, valves, pumps, precast pits/vaults (including vaults/pits shown as cast-in-place), covers and frames for vaults, boxes, backflow, regulation, restriction and other required assemblies, pipe sleeves, hangers, supports, accessories, etc., per Plans, and Inclusions outlined in this Subcontract Agreement required to provide complete and operational domestic water, waste, storm drain, and gas systems, collectively defined as the "plumbing system".
09. Repair incidental damage to SUBCONTRACTOR'S work caused by other trades. An allowance of 100 hours is included in the cost of the work for repair of incidental damage to SUBCONTRACTOR'S work caused by other trades. Hours to be documented and signed for by CONTRACTOR.
10. SUBCONTRACTOR to attend weekly coordination meetings and provide detailed shop drawings coordinating SUBCONTRACTOR'S work with other trades. SUBCONTRACTOR to provide shop drawings in the format of 3D AutoCAD design drawings as described in EXHIBIT G. - SEE ATTACHED EXHIBIT "G" FOR DESCRIPTION OF SCOPE.
11. Provide all slab/floor penetrations in the concrete podium decks to be waterproof cans, including cast-in flush sleeve, fire fill, and plug per 5 & 7/PN801. Includes early installation of final assembly and caulking as required by the Project Superintendent to provide a watertight condition to allow for construction below the podium.
12. No plumbing piping shall be routed through Elevator Machine Rooms or Electrical Rooms.
13. Flexible connections at expansion joints as outlined in Details 4/PN800 and 1/PN801.
14. COMMISSIONING: SUBCONTRACTOR will be responsible for taking an active part in the commissioning process. Commissioning is a process designed to assist the project team in assuring functional life safety, mechanical, plumbing, electrical and architectural systems at the time they request a Certificate of Occupancy for their project. It is a process in which mechanical, electrical, fire protection, temperature control, elevator, escalators, fire alarm, and general construction systems interface is coordinated to assure minimum start up problems. It is also a systematic testing process to allow the project team to monitor the progress of SUBCONTRACTOR and eliminate unforeseen conditions at the end of the project. This process does not replace any of the responsibilities of the SUBCONTRACTOR to perform their work per project documents.
15. Provide area/planter drains and lateral piping, including connection to storm drain system at perimeter of building.
16. Provide factory zinc coating in lieu of hot dipped galvanized hanger assemblies.
17. Supply and install temporary sump pumps in basement pits/vaults for rain dewatering and testing. Includes an early installation of temporary pumps for every "final" pump location and temporary piping from each pump connected to the sewer at the street level.
18. Plumbing installations to be installed to allow for the testing and operation of the garage plumbing systems independent of the buildings.
19. OWNER training of all plumbing systems and equipment as required and specified including per Specification Section 01 79 00 and closeout Exhibit H.
20. All move-ins as required for SUBCONTRACTOR'S work. SUBCONTRACTOR shall provide multiple crews for multiple operations in order to meet CONTRACTOR'S schedule. In addition, SUBCONTRACTOR agrees to work all required overtime and weekends in order to achieve CONTRACTOR'S schedule without additional costs to CONTRACTOR.
21. SUBCONTRACTOR to adhere to the following durations:
 - a) Building 1 - Plumbing rough-in waste and vent installations to maintain productivity with the building framing which is scheduled for a total duration of 100 working days. SUBCONTRACTOR to complete all rough-in plumbing work including inspections and ready for drywall installations to commence within 15 working days of framing completion/roof sheathing complete.
 - b) Building 2 - Plumbing rough-in waste and vent installations to maintain productivity with the building framing which is scheduled for a total duration of 76 working days. SUBCONTRACTOR to complete all rough-in plumbing work including inspections and ready for drywall installations to commence within 15 working days of framing completion/roof sheathing complete.
 - c) Building 3 - Plumbing rough-in waste and vent installations to maintain productivity with the building framing which is scheduled for a total duration of 104 working days. SUBCONTRACTOR to complete all rough-in plumbing work including inspections and ready for drywall installations to commence within 15 working days of framing completion/roof sheathing complete.
 - d) Building 4 - Plumbing rough-in waste and vent installations to maintain productivity with the building framing which is scheduled for a total duration of 90 working days. SUBCONTRACTOR to complete all rough-in plumbing work including inspections and ready for drywall installations to commence within 15 working days of framing completion/roof sheathing complete.
 - e) Parking Garage - Plumbing installations in the garage to commence immediately upon removal of concrete shoring/reshoring. SUBCONTRACTOR to provide a dedicated crew for the garage work separate from the crews performing the building's plumbing installations.

22. Provide "fully coordinated layout drawings of all plumbing runs" per Plumbing General Note G22D on Sheet AN043.
23. Supply all hose bibbs with nonremovable vacuum breaker per Note 28 on Sheet PN002.
24. SUBCONTRACTOR to provide plumbing system in complete conformance with "Division 22 - Plumbing" notes on Sheet AN043.
25. Furnish and install all plumbing equipment and install fixtures per the Schedule on Sheet PN003 and the architectural Unit Plans and Interior Elevations (no substitutions will be acceptable). Plumbing fixtures to be supplied under separate SUBCONTRACT AGREEMENT and installed under this agreement. SUBCONTRACTOR is responsible for all coordination between supply package and installation package to ensure a complete coordinated system is furnished and installed.
26. SUBCONTRACTOR has received, reviewed, and included all work required for the project Soils Report dated August 14 2006, and supplemental reports dated December 16, 2008 and August 13, 2009, and has provided for conditions that exist based on the reports findings, including excavation through any hard soil and/or rock if present and import of backfill material as required.
27. Furnish flashings (primary and secondary) as required for all roof and wall penetrations related to SUBCONTRACTOR'S work per Architectural Details and Specifications. Flashings to be compatible with the roofing system as required and allowed (reference details on Sheet AN852).
28. Sand bedding/gravel backfill at trenches with 12" of clean sand per the Soils Report/Specifications. Granular backfill will not be permitted in areas near and around footings, grade beams, and pads. Solid compaction for vertical support will be required. Balance of backfill to be completed with onsite soil per Soils Report. Backfill to reach 90% compaction.
29. Stockpile all spoils generated by SUBCONTRACTOR'S work.
30. Furnish and install thermal insulation for all piping in accordance with the insulation schedule on Sheet PN003 and General Note En07E on Sheet AN041.
31. Includes additional piping as required for sudsing protection per Notes 1 and 2 on the Waste and Vent Riser Diagrams (typical).
32. Fireproofing, sealing, caulking, and "rat packing" at all penetrations as required per Plans (references Sheets AN701 and PN800 through 804) and code for SUBCONTRACTOR'S work. Scope includes caulking around all fixtures and fiberglass tubs (except at floors, which will be performed by Flooring Subcontractor). Firecaulking/Firestopping material to have an approved City of Los Angeles Research Report (L.A.R.R.) number, and ALL fire caulking materials are to be supplied by one manufacturer per notes on AN701. SUBCONTRACTOR to coordinate with CONTRACTOR and other Subcontractors as required to provide firestopping system from the same manufacturer. Includes mock-ups as required.
33. HVAC unit condensate drains complete including connection to primary drip pans and secondary overflow lines to shut-off switch (see Notes on Sheet MN003). Primary drains to be Type L copper in lieu of Type M per Plans and shall have a trap with a minimum depth of six inches (6") or as recommended by manufacturer. (SUBCONTRACTOR must install condensate drain lines at dropped ceiling areas following installation of metal stud framing. Installation of piping prior to commencement of framing will not be allowed.) Cap unused primary or secondary outlets at drain pans.
34. Includes supply and installation of a condensate drain piping per Detail 1/MN304 or as recommended by manufacturer.
35. Includes all domestic water pumps and domestic water booster pumps with all related accessories per Plans and Specifications. Includes all supports/stands, mounting brackets, attachments, drain pans, etc. as required per Specifications.
36. SUBCONTRACTOR will assist in the process of obtaining the SCAQMD boiler permits for SUBCONTRACTOR'S equipment. Signing of application and payment of fee by others.
37. Engineering/structural calculations for supports for own work as required by the Project Plans and Specifications. Includes plan check and permitting if required.
38. Install backflow preventers at all water supply system to mechanical equipment per Specification Section 22 11 19-3.1B.
39. Install strainers for water on supply side of each control valve, solenoid valve, and pump per Specification Section 22 11 19-3.1.E.
40. Provide through-penetration firestop assemblies per Specification Section 22 13 19-2.4.
41. Includes supply and installation of epoxy coated anchor bolts for equipment supported on concrete bases as required per various Specification Sections in Division 22.
42. Supply and install flushometer valves for accessible water closets and urinals per Specification Section 22 40 00-3.1.J.
43. Seal all joints between fixtures, walls, floors, and countertops using sanitary, mildew resistant silicone sealant per Specification Section 22 40 00-3.1.V.
44. Includes all work required to accommodate countertop clarifications (reference RFC-Bid Questions No. 16 for additional information).

45. Includes all work required to accommodate PED pipe clarifications (reference RFC-Bid Questions No. 25 for additional information).
46. Includes all work required to accommodate vibration isolation clarifications (reference RFC-Bid Questions No. 67 for additional information).
47. Includes all work required to accommodate grease interceptor clarifications (reference RFC-Bid Questions No. 68a for additional information).
48. Includes all work required to accommodate the garbage disposer clarifications (reference RFC-Bid Questions No. 99 for additional information).
49. Includes testing of fixtures tied to the waste system to assure no cross connections with storm water system.
50. Includes pump BP-1, CP-1, CP-2, CP-3, and CP-4 revisions per Pump / Equipment Schedule on PN003.
51. Includes all work to accommodate Sewage Ejector pits shown on SN202 in accordance with size shown on Detail P800. Scope includes precast pit in lieu of cast-in-place pit.
52. Hot and cold water piping per riser diagrams on Sheets PN300 through PN309.
53. Waste and vent piping per riser diagrams on Sheets PN320 through PN335A.
54. Gas regulator vent piping as indicated per Sheets PN221 through PN254.
55. Includes Specification 22 14 13 - Facility Storm Drainage Piping.
56. Includes sound isolation requirements at water closets and tubs (reference RFC-Bid Question No. 111 for additional information).
57. Floor drains at Men's and Women's Saunas and Bathrooms as shown on 1,2/AN620.
58. Plumbing valves for sinks in Public Restrooms to be battery operated (reference RFC-Bid Question 120 for additional information).
59. Provide four (4) one inch (1") Regulator Vent below and above grade as shown on Sheets PN232 and PN233.
60. Includes floor drains, waste and vent piping, trap primers at the Recreation Center as shown on PN620.1.
61. Swing connections per Specification Section 22 05 16.
62. Prior to cover up of piping by structural panels and/or drywall, SUBCONTRACTOR must paint/mark all piping locations on floor, plates, and joists to help deter other trades from damaging piping.
63. Includes grouting of all drain bodies for a proper waterproofing substrate per Detail 7/AN806.
64. Extra shut-off valves and rated access panels in the unit (in addition to the valves in the corridor) for the hot and cold water supply to each unit.
65. Includes electrical domestic water heaters for common areas.
66. Furnish and install garbage disposals.
67. Includes furnish and installation of all pumps called out in the Pump/Equipment Schedule on PN003 except the fire pump (fire pump by others).
68. Furnish and install complete gas system. Includes gas service from meters to pool equipment, outdoor BBQ pits, outdoor fireplaces, commercial washer/dryers and boilers on the roof. Scope includes earthquake valves, regulators, valves, etc., for a complete system. Gas meter to be provided and set by the utility company. Down stream piping, including connection to the meters to be included by the SUBCONTRACTOR.

Parking Garage

01. Furnish and install sleeves and Link-Seal at all below grade perimeter wall penetrations per Detail 3/PN801.

02. Furnish and install storm water sump pumps and sewage ejectors tanks and pumps (for all systems including emergency drainage, etc.) per Details 7 & 8/PN802 and inclusive, but not limited to, the following elements:
- a. Excavation, gravel bed, backfill, and compaction required for the installation noted vaults. Scope includes stockpiling of spoils for haul-off by others.
 - b. Pre-Cast reinforced vault assemblies (in lieu of cast-in-place as shown), grates, lids, frames, extensions, etc., as required to coordinate assembly with finish grades and slab on grade conditions. Rings to be supplied at time of slab placement. Sizing of tank to equal or exceed capacity shown on Plans.
 - c. Provide explosion proof, submersible type pumps, with manufacturer as specified.
 - d. Pipe connector assembly/details for transition between vaults and below grade piping.
 - e. Grates and covers/lids to be traffic rated and gas/water tight. Includes supply of cover frame and embeds.
 - f. Provide and install float switches and remote panels, including cords between pit and panel.
 - g. Pumps to include backwater valve assembly, controllers, starters, disconnects, valves, and other accessories required for a complete system. Supply remote alarm for installation by others.
03. Furnish and install emergency drain system complete including all drains, service and vent piping, sump pumps, vaults, cleanouts, hangers, bracing, etc., at all parking levels.
04. Furnish and install complete below grade perimeter foundation/subsurface drain piping system complete. Includes 1'x1' gravel rock pockets behind lagging at 8' o.c., piping from gravel pockets to collector system under the slab on grade, and storm drain pumps and piping for discharge of water per Details 10/PN801 and 8/AN801. SUBCONTRACTOR to cut out lagging and excavate as required for the installation of the gravel pockets between each soldier beam. Includes rock pockets and piping at the LADWP vault.
05. Furnish and install trench drain frames, grates, trench body (to be cast in concrete) and related piping at parking garage entries and Plaza.
06. Condensate piping form vertical AC units at all elevator control rooms in parking garage to closest approved receptor.
07. Routing of all piping in the garage to maintain code required headroom clearances. Includes 8'-2" clearance at all handicap drive and parking areas as indicated on Plans.
08. Supply and install three (3) one inch (1") vents as required for each gas regulator in the garage (may not be shown on the drawings).
09. SUBCONTRACTOR to coordinate routing of piping with Architectural and Structural Drawings to assure proper headroom clearance are achieved. Include sweeping of piping within deck with blockouts as shown in 9/A709 to maximize headroom clearance. SUBCONTRACTOR to provide blockout with chamfered corners.
10. Includes all work required to accommodate sub-slab sand and visqueen requirements (reference RFC-Bid Questions No. 2 for additional information).

Residential Buildings - Type III

01. Install submeter "jumpers" only and access panels for water future submetering at each apartment including shut-off valve, meter tails, etc. "Jumpers" provided by others.
02. No plumbing penetrations of the building roof structure shall be located inside the "No Penetration Zone" per architectural roof Plans.
03. Furnish and install all pumps per Plans and Equipment Schedule on Sheet PN003. Includes domestic water variable speed packaged booster pumps as shown on PN232 and PN300 including, but not limited to, the following elements:
- A. Provide pumps by specified manufacturers.
 - B. Pipe connector assembly/details for transition.
 - C. Provide and install remote panels, including cords between pumps and panels.
 - D. Pumps to include backwater valve assembly, controllers, starters, disconnects, valves, and other accessories required for a complete system. Include remote alarm for installation by others.
 - E. Hydropneumatic tank
 - F. Floor sinks adjacent to all pumps as shown on Sheet PN300.
04. Furnish and install stacked domestic hot water heaters, storage tanks and circulating pumps including required valves, gauges, thermometers, regulators, pumps, stacking racks, discharge and drain piping, gas and water piping, expansion tanks, and seismic supports per Detail 1/PN800 for a complete and operational hot water plumbing system per the intent of the Plans and Specifications.

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05. The corridors floor/ceiling assembly are open-web framing with no dropped ceilings. SUBCONTRACTOR has included all work as required for installation of your work to accommodate this condition including rerouting of pipe/conduit runs as required and fire stopping for all penetrations through the assembly.
06. Includes all work as required to supply and install piping through dimensional lumber (non-open web) floor/ceiling assembly joists at the Fourth and Fifth Floor corridors.
07. Furnish and install 1" water service, including backflow preventer/atmospheric vacuum breaker, as required by City of Los Angeles, to each of the following areas:
- A. Pool equipment room
 - B. Each courtyard water feature (4 total)
 - C. Landscape equipment room
 - D. Green Roof Terraces
 - E. All irrigation points of connection.
08. Furnish and install a floor sink adjacent to each boiler system on the roof as shown on schematic water diagrams and Detail 1/PN800.
09. Furnish and install leak detection sensors with automatic shut off valves at all unit washer dryers (even if not shown).
10. Coordination of area drain, planter drains, subsurface drain, and catch basin locations and details between Plumbing, Landscape, and Architectural Drawings. Provide drains and piping in accordance with most stringent design/layout. In addition to what is shown on the Plans, furnish and install area drains at the following locations:
- A. Drains at the bottom of or under Stairs R16, C-3, R15, R14, R17, and R18
 - B. Drains at the bottom of all HVAC supply air duct shafts not shown on Plumbing Plans (reference Sheets MN201 and MN211).
 - C. Drains for dry rock planters, as shown.
 - D. Drain at all intermediate roof terrace planters.
11. Furnish and install remote fuel-oil piping system complete for emergency generator as shown on 6/AN902 and per Specification Section 22 10 12 including restraint and anchor design. Includes piping, valves, and piping specialties per Specifications for piping between fill station located on Argyle Ave adjacent to the loading dock to the emergency generator.
12. Supply and install pipe adapters for connection from downspout to drain line per Detail 13/AN802.1.
13. Supply and install flashings for all pipe/conduit penetrations through the exterior wall per Details 5/AN804 and 2/AN806. Use of HDPE flashing or "quickflashings" only as allowed and approved by the ARCHITECT.
14. Includes packing the tub/shower trap with thermafiber fill per Detail 14/AN706.
15. All pipe separation, vibration controls, isolation, pipe wrap, insulation, and caulking per notes on AN041, and Schedule in the Specifications Section 22 0548, and 1/PN803 including but not limited to the following (most stringent requirements will govern):
- a) Neoprene around the toilet pipe penetrations per 10/AN708.
 - b) Acousto-escutcheon and acoutic caulk per 11/AN708.
 - c) Plumbing isolators at tubs per 5/PN800.
 - d) Mineral fiber at plumbing pipe penetrations per General Note F07 on Sheets AN041 and F22B on Sheet AN043.
 - e) All Plumbing General Notes Ac22A through AC22R on Sheet AN043.
16. Washing machines and toilets shall be installed with braided wire reinforced water connection hoses with metal union per Plumbing General Note G22C on Sheet AN043.
17. Supply access panels at ALL hot and cold water valves in the corridors (typical First and Fourth Floors).
18. Includes all pipe separation, isolation, pipe wrap, insulation, and caulking per notes on AN041, details on Sheets AN708, AN709, and PN800 through PN804, and the Schedule in the Specifications and 1/PN803 (most stringent requirements will govern). Includes wrapping of below grade piping per notes on Piping Schedule PN003.
19. Per General Note Ac06C on Sheet AN041, "Do not fully cut out plates for plumbing risers. Only cleanly bored holes shall be acceptable."
20. Includes drinking fountains and associated plumbing as required in elevator lobby on PN242 and AN242, and Rec Room exterior lobby on AN620 (even though plumbing not shown on plans).
21. Provide flushing spray system and sanitizing unit for trash chutes per Specification 14 91 00-2.4, including backflow and connection.
22. Furnish and install unit balcony drains at the unit balconies along Hollywood Blvd. Coordinate between the Architectural Drawings and Plumbing Plans as balcony drains may not be shown on the Plumbing Plans.

23. Provide labor and material to replace ALL plumbing fixtures for four (4) model/mock-up units.
24. Residential units to receive PEX piping in lieu of copper.
25. Tub/Shower to be manufactured by fibercare in lieu of Lasco.

Live/Work Townhomes Residential - Type I

01. Install submeter "jumpers" only and access panels for water future submetering at each apartment including shut-off valve, meter tails, etc. "Jumpers" provided by others.
02. SUBCONTRACTOR is aware that Live/Work units are exposed ceilings. All plumbing piping and material to be suitable for exposed work in these areas and run parallel or at 90 degree angles to the exterior wall.
03. SUBCONTRACTOR has included all work as required for installation of your work to accommodate metal stud framing and metal deck at Second Floor structure typical of Townhouse Live/Work Units per Plans and Detail 18/A705.

Retail

01. Furnish and install double bands at all waste and storm drain lines in the ceiling of the retail spaces.
02. Furnish and install overhead ten (10) each dedicated two inch (2") water feeds, including shut-off valves to ten (10) Retail tenant spaces for future build-out. Line to terminate at back of each space.
03. Waste lateral in garage below the retail spaces. Scope includes piping to future grease interceptor location with bypass through interceptor location. Grease interceptor by others. Pipe routing may not be shown and needs to be coordinated with design team.
04. Gas piping and shut-off valve to be stubbed out in garage below retail to future meter locations. Meter by others.

Site Work

01. Furnish and install water piping for main water services from the meter assembly in the sidewalk for domestic water and retail services as shown on Sheets PN300, PN110 and C4.01. Includes all underground work between meters and building. SUBCONTRACTOR to furnish and install complete backflow and pressure reducing assemblies for each system listed above as required. Installation to be in conformance with City of Los Angeles requirements. SUBCONTRACTOR to coordinate assembly location and connection requirements with City. Vault and meter provided by others.
02. Furnish and install ALL copper lines for the irrigation system complete as shown on the Landscape/Irrigation drawings and Plumbing Plans. Includes irrigation mainline water supply as shown as copper piping on Sheet L1100. SUBCONTRACTOR to provide and install complete irrigation booster pumps assembly as shown on L1103, including pumps, controllers, valves, etc. Coordinate "Fertiboost" piping with Landscape subcontractor. Provide copper piping up to all landscape planters at grade level, on podium level, to intermediate building roof terraces, and site planters surrounding building. Water lines to stub up through slab or into planting area for irrigation connection. Final stub-up locations, pipe size, and routing to be coordinated with Landscape and Irrigation Subcontractor.
03. Furnish and install perforated piping tied into the below grade storm water system along the depressed Live/Work units and at DWP vault.
04. SUBCONTRACTOR to accelerate the installation of the podium level drains, piping, and final connections complete as directed by the Project Superintendent. In addition, include the supply and installation of twenty (20) additional drains at the Podium decks beyond those shown on the drawings for use at the CONTRACTOR'S discretion to mitigate drainage issues.
05. Provide an additional teen (10) area drains in the courtyard of Building 4 around the pool to accommodate additional drainage between the cripple walls shown on Sheet AN299.
06. Subdrains and underslab drains for slab depressions including at pool and spa. All drains in the double slab conditions to be double drain bodies. SUBCONTRACTOR to provide with one drain in the structural deck, with an approximate five-foot (5') extension, and another drain in the topping slab.
07. SUBCONTRACTOR to cap all existing wet utilities (sewer, storm, and water) as required during the shoring/excavation operation.
08. Prior to shoring/excavation work, SUBCONTRACTOR to locate, excavate, and cap the existing below grade gas piping in Carlos Street outside of the garage footprint. Includes a separate move-in as required for work prior to production plumbing work.
09. Supply and install copper piping and area drains to all planter pots on the concrete decks (even if piping is not shown on drawings). Includes copper lines between all planters on topping slabs as shown on the Landscape Plans.
10. Supply and install water supply and drains at all water features (rock, wave, vase, terraced) and Plaza fountains.
11. Provide a connection to the sewer for the pool equipment back flush drain.

- 12. Sewer, water and gas piping to all courtyards and outdoor equipment per Architectural, Plumbing and Landscape Plans (LC001). Includes the supply and installation of Dial-Matic timers at all BBQs per Specification Section 22 10 13-2.4.F.
- 13. Furnish and install continuous perimeter trench drain including body, frame and grate around pool per Detail C/LD301.
- 14. Includes "relocate and/or adjust gas meter to grade" per Note 52 on PSOMAS Drawings 3 of 8.

D. EXCLUSIONS

- 01 . Permit and Plan Check Fees
- 02 . Supply of plumbing fixtures.
- 03 . Hauling of spoils.
- 04 . Electrical work
- 05 . Concrete Work
- 06 . Except as specifically noted, Landscape Irrigation.
- 07 . Fire Sprinkler Piping.
- 08 . Utility fees, meters, and usage costs.
- 09 . Submeters.
- 10 . HVAC piping.

E. ALTERNATES

Alternates are inclusive of all applicable labor, materials, tools, equipment, supervision, engineering, detailing, testing, permits, taxes, licensing, fees, overhead and profit, unless otherwise noted. Amounts shall remain fixed for the duration of the project and may be exercised at the CONTRACTOR'S option for the determination of changes to the Subcontract Agreement Amount.

Miscellaneous

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|------|--|--|
| 01 . | Alternate deduct to furnish and install DWV / PVC for below slab underground piping in lieu of cast iron pipe. | DEDUCT \$ (24,000.00) |
| 02 . | Unit prices for hung gas black pipe for pipe lengths up to twenty feet (20') in length (includes an average of 3 fittings). Pricing for lengths beyond 20' subject to review, but will not exceed unit prices. | ½" - 1" - \$12/FT
1¼" - 2" - \$18/FT
2½" - \$26/FT
3" - \$30/FT
4" - \$42/FT |
| 03 . | Unit prices for hung water Type "L" pipe for pipe lengths up to twenty feet (20') in length (includes an average of 3 fittings). Pricing for lengths beyond 20' subject to review, but will not exceed unit prices. | ½" - 1" - \$14/FT
1¼" - 1 1/2" - \$25/FT
2" - \$32.50/FT
2½" - \$42/FT
3" - \$49/FT
4" - \$70/FT
6" - \$220/FT |
| 04 . | Unit prices for insulation pipe (R-6 rating) for pipe lengths up to twenty feet (20') in length (includes an average of 3 fittings). Pricing for lengths beyond 20' subject to review, but will not exceed unit prices. | ½" - 1¼" - \$2.20/FT
1½" - 2" - \$8.50/FT
2½" - \$10/FT
3" - \$12/FT
4" - \$14/FT
6" - \$22/FT |
| 05 . | Unit prices for no hub hung waste and vent and storm drain pipe for pipe lengths up to twenty feet (20') in length (includes an average of 3 fittings). Pricing for lengths beyond 20' subject to review, but will not exceed unit prices. | 2" - \$16/FT
3" - \$20/FT
4" - \$25/FT
6" - \$35/FT
8" - \$48/FT |

06 .	Unit prices for miscellaneous plumbing fixtures (includes body and five feet (5') of piping):	Roof Drain - \$500 each Area Drain - \$200 each Floor Drain - \$300 each Emergency Drain - \$400 each Balcony Drain - \$200 each Vacuum Breakers (no pipe) - \$40 each Water Hammer Arrestor - \$120 each Hose Bibb with box - \$300 each Floor Sink - \$375
07 .	Unit prices for miscellaneous plumbing fixtures (includes body and five feet (5') of piping) - Continued:	Washing Machine Box - \$250 each Garbage Disposal - \$150 each
08 .	Plumber hourly rates:	\$62/HR Straight Time \$93/HR Overtime