CALIFORNIA UNDERGROUND SAFETY BOARD
INVESTIGATION DIVISION

INVESTIGATION REPORT

Date: July 6, 2026
Case No.: N251690319

Violations:
D. L. Long Landscaping, Inc.

Government Code § 4216.2(b):	Excavating without first notifying the regional notification center of intent to excavate.
Government Code § 4216. 4(c)(1):	Excavator failure to call 911 emergency services upon causing damage to subsurface installation resulting in the escape of flammable, toxic, or corrosive gas or liquid.

Executive Summary:
On June 16, 2025, D. L. Long Landscaping, Inc. was digging without first contacting the regional notification center and damaged a 1/2-inch plastic natural gas installation with a shovel. Upon the escaping of natural gas from the subsurface installation, D. L. Long Landscaping, Inc. did not call 911 emergency services to report the damage. No one was injured and no equipment, other than the 1/2-inch plastic natural gas installation, was damaged.

Reporting Party Information:
Southern California Gas Company
555 West 5th Street
Los Angeles, California 90013

Date of Incident:
June 16, 2025

Location of the Incident:
16678 Deergrass Avenue
Chino, California 91708

Operator:
Southern California Gas Company
555 West 5th Street
Los Angeles, California 90013

Excavator:
D. L. Long Landscaping, Inc.
5475 G Street
Chino, California 91710

Subsurface Installation Type Damaged:
1/2- inch plastic natural gas installation

Notification of the Incident
On June 17, 2025, at 9:18 a.m., Southern California Gas Company submitted a notification of an incident to the California Underground Safety Board (Board). The notification stated, "Service was fully exposed, contractor stated line was hit with shovel while digging to install drainage." (Exh. 1.)

Southern California Gas Company reported it learned about the damage to a 1/2- inch plastic natural gas installation on June 16, 2025, at 12:59 p.m. (Exh. 1.) However, Grant Long, Supervisor for D. L. Long Landscaping, Inc., stated the damage happened at approximately 10 a.m. on June 16, 2026. (Exh. 3.)

Excavation and Damage
Government Code section 4216(g) defines excavation to be the use of tools or equipment to move or displace earth, rock, or other material in the ground.

D. L. Long Landscaping, Inc. was hired as a subcontractor by Truman Construction to install drain and irrigation lines (Exhs. 2, 7.) and damaged a 1/2- inch plastic natural gas installation with a shovel at 16678 Deergrass Avenue, Chino, California 91708. (Exh. 2.)



Photo 1: provided by Southern California Gas Company showing the damaged 1/2-inch plastic natural gas installation. (Exh. 1.)



Photo 2: provided by Southern California Gas Company showing a vehicle with D. L. Long Landscaping, Inc.'s telephone number and California License number on the side. (Exh. 1.)

Identity of the Excavator

Government Code section 4216(h) defines an excavator to be "any person, firm, contractor or subcontractor, owner, operator, utility, association, corporation, partnership, business trust, public agency, or other entity that, with their own employees or equipment, performs any excavation."

D. L. Long Landscaping, Inc. was licensed, as of September 17, 2025, by the California Contractors State License Board (CSLB), license number 824562 with a C27-Landscaping classification. (Exh. 4.) D. L. Long Landscaping, Inc. confirmed that 824562 is their CSLB license number via email. (Exhs. 4, 7.)

The investigator also searched the license number 312633 on the photograph that Southern California Gas Company provided. (Exh. 1) D L Long Landscaping was licensed as of September 17, 2025, by the CSLB, license number 312633 with C27-Lanscaping classification. (Exh. 8.)

On April 8, 2026, the investigator conducted a telephone interview with Supervisor Grant Long at D. L. Long Landscaping, Inc. Grant Long stated that license number 312633 was D. L. Long Landscaping, Inc.'s previous license number that the owner has kept active, but D. L. Long Landscaping, Inc. has been using license number 824562 for at least the last 10 years. (Exh. 9.)

D. L. Long Landscaping, Inc. Did Not Contact the Regional Notification Center Before Performing Digging

Government Code section 4216.2(b) states that an excavator planning to excavate shall notify the appropriate regional notification center of the excavator's intent to excavate at least two working days, and not more than 14 calendar days, before beginning that excavation.

D. L. Long Landscaping, Inc. did not notify the regional notification center prior to performing digging at 16678 Deergrass Avenue, Chino, California 91708. (Exhs. 3.)

On October 14, 2025, Supervisor Grant Long at D. L. Long Landscaping, Inc., emailed Investigator and included its response to the Board's Information Request 2025-342. Grant Long included a reason for not contacting the regional notification center as "we knew where the line was and were meant to only be exposing the line." (Exh. 3.)

The damage to the 1/2-inch plastic natural gas facility occurred at or around 16678 Deergrass Avenue, Chino, California 91708, on June 16, 2025, around 10:00 a.m. (Exh. 3.)

On September 19, 2025, Investigator emailed Amber Dahl, Safety Director at DigAlert, requesting a copy of all tickets, revisions, and electronic positive responses at about 16678 Deergrass Avenue in Chino California, for May 5, 2025, to June 25, 2025. Additionally, Investigator asked if there wasn't a ticket at the location for any of these dates, to confirm that finding. (Exh. 5.)

Safety Director Dahl responded by email on September 22, 2025, and provided information for A251680789-00A. (Exh. 6.)

D.L. Long Landscaping, Inc., contacted the regional notification center after the damage occurred. The regional notification center created a new ticket A251680789-00A on June 17, 2025, with a legal start date and time of June 26, 2025, at 7:00 a.m., and an expiration date and time of July 15, 2025, at 11:59 p.m. The date of the incident being investigated in this report is June 16, 2025, one day before the creation of A251680789-00A. Therefore, Safety Director Dahl confirmed that a ticket did not exist for 16678 Deergrass Avenue, Chino, CA 91708, on June 16, 2025. (Exh. 6.)

D. L. Long Landscaping, Inc. Did Not Call 911 Emergency Services Upon A Gas Release

Government Code section 4216.4(c)(1) states an excavator shall call 911 emergency services upon discovering or causing damage to a gas or hazardous liquid pipeline subsurface installation in which the damage results in the escape of any flammable, toxic, or corrosive gas or liquid.

On June 16, 2025, D. L. Long Landscaping, Inc. damaged a 1/2-plastic natural gas installation with a shovel, resulting in a gas leak, but did not call 911. (Exhs. 2, 3.) The reason that Supervisor at D L Long Landscaping, Inc., Grant Long did not contact 911 was because "there were no injuries or anything like that". (Exhs. 2.)

Findings:

1. D. L. Long Landscaping, Inc. failed to contact the regional notification center before performing digging on June 16, 2025, at 16678 Deergrass Avenue, Chino, California 91708 where a ½-inch plastic natural gas service installation, operated by Southern California Gas Company, was damaged with a shovel.
2. On June 16, 2025, D. L. Long Landscaping, Inc. failed to call 911 emergency services to report the escaping gas from the subsurface installation after it was damaged.

Investigator	Supervisor
Angel Barton	Anona Bonner
Signature	Signature
/s/ Angel Barton	/s/ Anona Bonner

Exhibit List:

Exhibit No.	Description	Date	Received From
1.	Incident Report submitted to the Underground Safety Board	Received on 6/17/2025, at 9:18 a.m.	Damage Prevention Analyst Southern California Gas Company
2.	Summary of Telephone Interview with Supervisor Grant Long, D. L. Long Landscaping, Inc.	Telephone Interview Conducted by Angel Barton on 10/16/2025	
3.	Email Response by D. L. Long Landscaping, Inc., to the investigator's Information Request 2025-342	Received on 10/14/2025	Supervisor Grant Long D. L. Long Landscaping, Inc.,
4.	Contractor's License Detail for License No. 824562 obtained from the Contractors State License Board's website	Downloaded on 9/17/2025	Contractors State License Board's website at https://www.cslb.ca.gov/onlineservices/checklicensell/checklicense.aspx
5.	Investigator's email to DigAlert requesting ticket information on the underlying job to this incident	Emailed on 9/19/2025	
6.	Email from DigAlert providing no ticket information for the underlying job to this incident	Received on 9/22/2025	Amber Dahl Safety Director DigAlert,
7.	Email from D L Long Landscaping, Inc. with responses to information	Received on 10/22/25	Supervisor Grant Long D. L. Long Landscaping, Inc.

	request 2025-342 response and a copy of the contract documentation		
8.	Contractor's License Detail for License No. 312633 obtained from the Contractors State License Board's website	Downloaded on 9/17/2025	Contractors State License Board's website at https://www.cslb.ca.gov/onlineservices/checklicensell/Checklicense.aspx
9.	Telephone Interview with Supervisor Grant Long, D. L. Long Landscaping, Inc.	Interview on 4/8/2026	Supervisor Grant Long D. L. Long Landscaping, Inc.

Exhibit 1

No-Ticket Damage Reporting Form

Submitted: June 17, 2025 9:18 AM

Reporter Information

Provide the names, titles, phone numbers, and email addresses of all individuals who are involved in reporting this damage or contributing to the answers to these questions

Full Name
Danielle Liester

Title
Damage Prevention Analyst

Phone Number
657-724-9205

E-mail address
dliester@semprautilities.com

Company

Provide the name, address, phone number, email address, and, if applicable, the Regional Notification Center (member code for your company).

Company Name
SoCalGas

Address
555 W 5th St., Los Angeles , 90013

Phone Number
657-724-9205

Email Address
SCGDamagePrevention@socalgas.com

Regional Notification Center member code

Other Contacts

Is the photographer same as the primary reporter named above?
Yes

Incident Information

What was the date and approximate time of the incident?
June 16, 2025 12:39 PM

What is the address where your facility was damaged on 6/16/2025?

Damage Street Address
16678 Deergrass Ave

Damage County
San Bernardino

Damage City
Chino

Damage Cross Street 1
Legacy Park St

Damage Cross Street 2

Damage ZIP Code
91708

Other Damage location description

Does SoCalGas own, operate or maintain the facility damaged on 6/16/2025?
Yes

What type of excavation did you observe on 6/16/2025 at that address?
Drainage

Describe the excavation activity you identified.
excavating with shovel to install drainage

What excavation companies did you observe on 6/16/2025?

Company Name
D L Long

Company Address
5475 G St, Chino , 91710

Phone Number
909-628-5531

Email Address
david@dllong.com

Did this company damage the facility?
Yes

Provide the name, title, phone number, and email address for at least one contact for each excavation company working at or near incident address on date of incident. If you have more than one contact, please provide all of them. Email addresses are required for submission of this form.

Personnel Name
David Long

Title
President

Phone Number
909-628-5531

Email Address
david@dllong.com

Notification Details

Was SoCalGas notified of the proposed excavation by the Regional Notification Center before 6/16/2025?

No

What date and time did you learn of the damage to the facility?

June 16, 2025 12:59 PM

How did SoCalGas learn of the damage to the facility?

Phone Call

Facility Damaged

What kind of facility was damaged on 6/16/2025?

Natural Gas

Natural Gas

What type of material was the damaged facility?

Plastic

Facility diameter (inches)?
0.5

Incident Details

What kinds of excavation equipment did you observe at the location of the damaged facility?
Shovel

Do you know what equipment damaged the facility?
Yes

What equipment damaged the facility?
Shovel

What information are you relying on regarding damage to the facility?
Interview with excavator

Did SoCalGas contact the Regional Notification Center before repairing the damaged facility?
No

Provide any other relevant information about the damage on 6/16/2025.
Service was fully exposed, contractor stated line was hit with shovel while digging to install drainage.

Damages

Were there any injuries to any personnel or bystanders due to the damage to your facility on 6/16/2025?
No

Was any property damaged other than the damaged facility?
No

Was there a fire caused by this damage on 6/16/2025?
No

Was there an evacuation of any nearby homes or businesses caused by this damage on 6/16/2025?
No

Provide an estimate of the number of your customers whose service was interrupted by this damage on 6/16/2025.
0

Conclusions

What date and time were repairs completed to the damaged facility?

June 16, 2025 2:40 PM

Please explain why you think the facility was damaged on 6/16/2025?

Foreman unaware of safe digging practices and struck 1/2 inch plastic service causing gas to escape.

Is there any other information which you feel is important to share about this incident?

Not counting your answers to these questions, did SoCalGas create an investigatory or incident report pertaining to the damage on 6/16/2025?

Yes

Please attach investigatory or incident report here.

USB Damage Report- 16678 Deergrass 6.16.docx, 0.02MB

Have your answers to these questions and or the documents you are sending today been reviewed, changed or amended by anyone?

No

Files

Please attach all Facility Repair Orders.

Please attach all Photos.



Date and time photographed
June 16, 2025 2:40 PM

Photographer Name
Danielle Liester



Date and time photographed
June 16, 2025 2:40 PM

Photographer Name
Danielle Liester



Date and time photographed
June 16, 2025 2:40 PM

Photographer Name
Danielle Liester

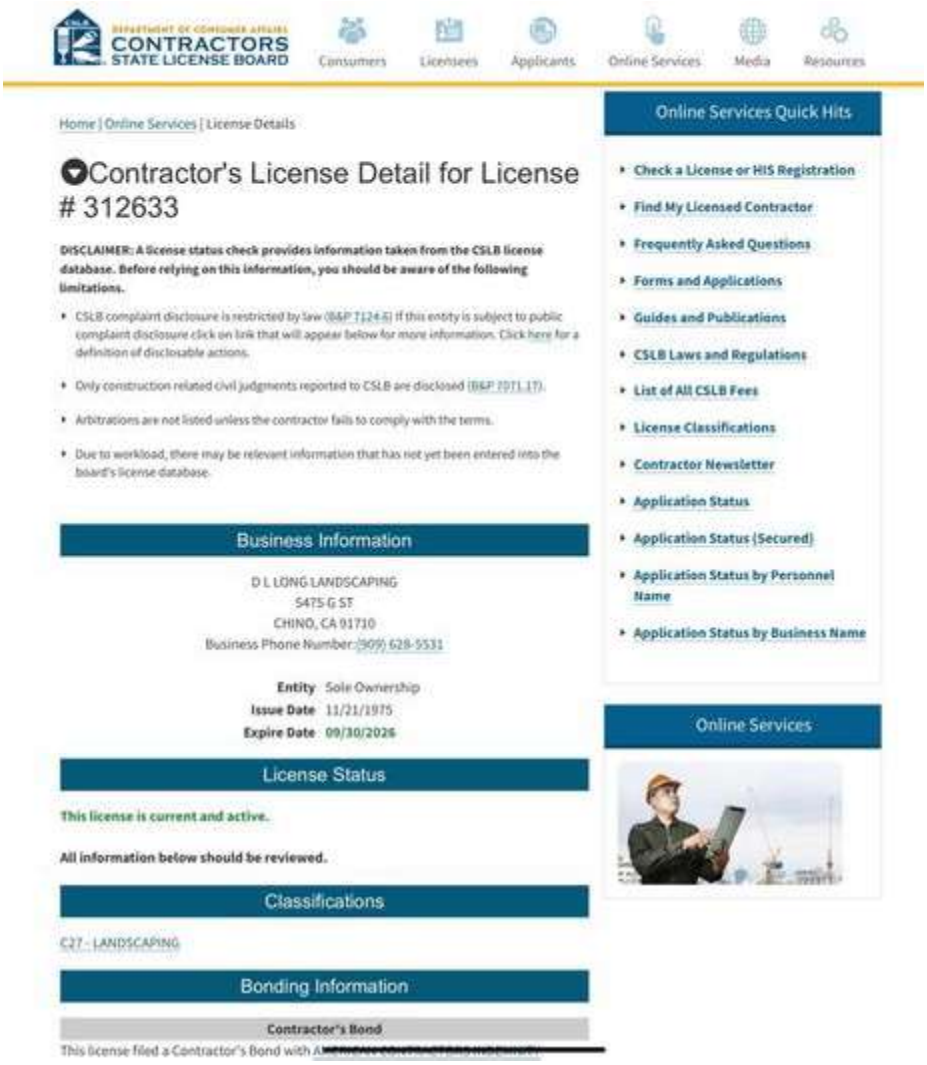


Date and time photographed

June 16, 2025 2:40 PM

Photographer Name

Danielle Liester



CONTRACTORS STATE LICENSE BOARD

Consumers | Licensees | Applicants | Online Services | Media | Resources

Home | Online Services | License Details

Contractor's License Detail for License # 312633

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

D L LONG LANDSCAPING
5475 G ST
CHINO, CA 91710
Business Phone Number: (909) 628-5531

Entity Sole Ownership
Issue Date 11/21/1975
Expire Date 09/30/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C27 - LANDSCAPING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [redacted]

Online Services Quick Hits

- Check a License or HIS Registration
- Find My Licensed Contractor
- Frequently Asked Questions
- Forms and Applications
- Guides and Publications
- CSLB Laws and Regulations
- List of All CSLB Fees
- License Classifications
- Contractor Newsletter
- Application Status
- Application Status (Secured)
- Application Status by Personnel Name
- Application Status by Business Name

Online Services

Date and time photographed
June 16, 2025 2:40 PM

Photographer Name
Danielle Liester

Additional Records

Business cards, photo of company vehicles onsite, etc.
IMG_0309.jpg, 2.51MB

Reference Number
N251690319


D.L.LONG
Landscaping
628-5531
CAL. LIC. 312633
9
CA 106506
F-550
XL SUPER DUTY
20



5

Incident Time: (24hr) 12:39pm

Incident Date: 06/16/2025

Incident Location:

City/County: Chino/ San Bernardino

Address/Location: 16678 Deergrass Ave

Incident Cause: Shovel

Gas Equipment Affected: service

Material: plastic Pipe size: 1 / 2 ”

Dig In Information:

USA notification required: **Yes / No**

USA notified: **Yes / No** USA #

Facilities properly marked: **Yes / No**

Name of Excavator: D L Long Landscaping

Excavator Contact Person: Grand Long

Phone: 909-628-5531

On Scene:	Date	Time
Company Personnel on Scene	05/14/2025	13:20
Gas Flow Stopped	05/14/2025	14:30

Customer Outages (Quantity) 0

Summary of incident:

Contractor was digging with a shovel to install drainage with no USA and hit our 1/2” plastic service.

Exhibit 2

CALIFORNIA UNDERGROUND SAFETY BOARD
INVESTIGATION DIVISION
REPORT OF INTERVIEW

REPORT DATE: October 17, 2025

CASE NO: N251690319

DATE AND TIME OF INTERVIEW: October 16, 2025, at 2:04 p.m.

LOCATION OF INTERVIEW: Phone

INTERVIEWER: Angel Barton

NAME AND COMPANY OF INTERVIEWEE: Grant, D L Long Landscaping

PHONE NUMBER OF INTERVIEWEE: 909-721-9969

MAIN REASON FOR INTERVIEW: Follow-up questions regarding their response to the information request.

INTERVIEW NOTES:

Investigator called 909-628-5531 at 2:03 p.m., a lady answered from D L Long Landscaping, the lady stated that Grant is not in the office and does not know when he will be in as he is out in the field, but did confirm that his cellphone number that the investigator provided (909-721-9969) might be a better way to contact him.

Investigator called 909-721-9969 at 2:04 p.m. and spoke to Grant. Grant stated the following: does not know their CSLB license number – will have to ask the office staff, they were hired by the developer – they should have a copy of the contract, they were digging around the meter with a shovel to find the gas line, the employee's (who hit the gas line) information is not immediately available – will have to check with the office staff, they do own the shovel, there were no injuries or anything like that so they did not call 911, but they did call the gas company, the scope of work was to install drain and irrigation lines, they do not have any photographs or videos of the damage area, they do not have any internal reports, but they did conduct meetings about the need to call 811 and if an incident were to occur to start having an internal report process, will email the investigator the requested documents and information that we was not able to answer at this time.

Exhibit 3

Barton, Angel@EnergySafety

From: Grant Long <grant@dllong.com>
Sent: Tuesday, October 14, 2025 1:58 PM
To: Barton, Angel@EnergySafety
Cc: Elias Monarrez
Subject: RE: Information Request - Underground Safety Board - N251690319
Attachments: 811 Investigation.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Angel,
Please see the attached responses to your questions. Let me know if there is anything else you need from me.

Grant Long
Grant Long

D. L. Long Landscaping, Inc.
5475 “G” Street
Chino, CA 91710
Tel.: 909-628-5531
Cell: 909-721-9969
Fax: 909-590-8150

Email: Grant@dllong.com

From: Barton, Angel@EnergySafety <Angel.Barton@energysafety.ca.gov>
Sent: Thursday, October 2, 2025 9:23 AM
To: David Long <david@dllong.com>; Grant Long <grant@dllong.com>
Subject: Information Request - Underground Safety Board - N251690319
Importance: High

Good morning D L Long Landscaping,

See the attached information request due by **October 17, 2025**.

Cordially,

Angel Barton
Investigator
Underground Infrastructure Directorate
Phone: (916) 216-0251
www.energysafety.ca.gov



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State of California – A Natural Resources Agency

Gavin Newsom, Governor

OFFICE OF ENERGY INFRASTRUCTURE SAFETY
UNDERGROUND SAFETY BOARD
715 P Street, 15th Floor | Sacramento, CA 95814
916.902.6000 | www.energysafety.ca.gov

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Brittny Branaman (Acting)

SENT VIA ELECTRONIC MAIL

Request Date: October 2, 2025

Response Due: October 17, 2025

To:
D L Long Landscaping

5475 G Street
Chino, California 92710

david@dllong.com
Grant@dllong.com

Investigator: Angel Barton

Send your response to the investigator at this email address:

Angel.Barton@energysafety.ca.gov

Information Request Number: Underground Safety-IR-2025-342

Subject: Request for information regarding underground facility damage reported without a valid 811 ticket.

Case Number: N251690319
Incident Address: 16678 Deergrass Avenue, Chino.
Date of Incident: June 16, 2025
Facility Type: Natural Gas Facility

The Underground Safety Board (Board) has been notified about damage to a facility, potentially involving your company.

The purpose of this request is to gather all the pertinent facts. The questions below may serve to replace a formal interview. Respond to each question. The Board investigates excavation incidents to identify potential safety violations, and employs this data to enhance accident prevention, safeguard worker welfare, and protect people and property.

Furthermore, this information will aid in determining if any enforcement measures are warranted. In such a scenario, your company will initially receive a Notice of Possible Violation (NOPV) following this investigation. NOPVs will be reviewed during public meetings of the Board to determine whether any violations of Government Code section 4216 et seq. have occurred. Should your company receive an NOPV, you will be notified of your response options and of the date of your hearing.

To answer these questions, you will need to gather information where applicable regarding excavation activities on the site, company and personnel contact information, the 811 ticket number and response information from the utility companies, emergency response actions, and prime contractor contact information.

Send with your answers to the questions, all the documents listed below that you possess, in their original format, which are associated with this damage by date indicated in email. "Documents" includes photographs, 811 ticket(s), written communications, incident reports, emails, texts, videos, or other related items.

Any documents the Board receives after response due date may not make it into the case file, resulting in them not being a part of the determination of your possible violation.

REQUESTS

1. Along with the questions below, provide a copy of the following documents:
    a. A copy of any damage reports already created as part of your regular procedures
    b. A copy of all 811 ticket(s) covering the damaged area
    c. A copy of your job contracts covering the damaged area
    d. A copy of your contract for any rental equipment used on the date of the incident, if applicable
    e. A copy of all photograph(s) of the jobsite and the damage
    f. A copy of your written policies and procedures regarding contacting the Regional Notification Center, emergency procedures, and use of excavation equipment

2. To cooperate with the investigation, provide written responses to the following questions. You may contact the investigator to schedule a phone interview, if preferred:

    1. Provide your name, title, phone number, and email address.
        Grant Long, Supervisor, (909)721-9969 Grant @ dllong.com
    2. Please provide the identifying information for your company; company name, Contractors State License Board (CSLB) number, physical address, mailing address, phone number, and email address.
        D.L.Long Landscaping 5475 'G' Street, Chino, CA 91710
        (909)628-5531 Grant@dllong.com

3. Did your company excavate and damage an underground facility on the date of the incident above? Yes

   If the answer to the previous question is "No":
   a. Explain who damaged the facility.
   b. Please provide the identifying information for the company that damaged the facility. company name, Contractors State License Board (CSLB) number, physical address, mailing address, phone number, and email address.

4. At approximately what time did the damage happen?
   Approximately 10am
5. Was your company at the incident address above when the facility was damaged? Yes

6. To the best of your knowledge, did your company ever perform work at incident address above, the location where the facility was damaged? If so, when? Yes, June 16

7. Were there any other companies at or near the incident address during that time? Yes

   If the answer to the previous question is "Yes":
   a. For each other company present, provide the company name, address, phone number, and email address.
      N/A Home builder super intendent was present
8. Did someone in your company or anyone else, contact the Regional Notification Center prior to the date of the incident?
   No
   If the answer to the previous question is "Yes":
   a. Provide the number or numbers of the 811 ticket(s) created by the Regional Notification Center.

   b. What were the 811-ticket created date(s) for each 811 ticket(s)? (Date)

   c. Did your company or anyone else, delineate the area where the damage occurred?

If the answer to the previous question is “Yes”:

i. How did your company, or anyone else, delineate the area? White paint, White flags, whiskers, stakes, or other method.

ii. How was it marked?

iii. Please provide the name, title, phone, and email address of the person who delineated the area.

d. Did the utility operator respond after the Regional Notification Center created the 811 ticket(s)? N/A

If the answer to the previous question is “Yes”:

i. How did the utility operator respond after the Regional Notification Center created the 811 ticket(s)? Locate and field mark their facility, provide a map or other information on their facility, confirmed the area was clear of their facility.

ii. Did the utility operator locate and field mark their facility before the legal start time on the 811 ticket(s)?

iii. If the utility operator located and field marked their facility that was damaged, did the marks accurately indicate the location of the facility?

1. What was the distance between the place where the facility was damaged, and the location of the facility indicated by the field marks? Less than 2 feet, about 2 feet, more than 2 feet.

If the answer to the previous question is “No”:

9. Is your company aware that it needed to contact the Regional Notification Center prior to excavating? Yes

10. Did the Regional Notification Center create an 811 ticket or tickets for the incident address that your company worked? No

11. If the answer to the previous question is “No”

i. Explain why your company did not obtain an 811 ticket?

We knew where the line was and were meant to only be exposing the line

12. Has your company ever obtained an 811 ticket, either by calling 811 or using the Regional Notification Center's website? Yes

13. The damage notification indicated that a facility was damaged at the incident address above on the incident date above. Is that correct? Yes

    If the answer to the previous question is "No":
    a. What was the address of the damage that occurred on the incident date above?

14. Was your company the prime contractor on the excavation project at the incident address? Yes

    If the answer to the previous question is "No":
    a. Provide the name, phone number, address, and email address of the prime contractor on this excavation project.

15. Did the prime contractor mention to obtain an 811-ticket?

    If the answer to the previous question is "Yes":
    a. What was mentioned or what direction did the prime contractor provide to you?
        i. The prime contractor contacted the Regional Notification Center
        ii. The prime contractor directed your company to obtain an 811-ticket
        iii. The prime contractor provided 811-ticket instruction in your contract
        iv. Other

16. Provide the names, phone numbers, titles, and if applicable, their email address for all your personnel who were at the incident address above when the facility was damaged. Fernando Sangines (909)662-7446

17. Which one of the individuals you identified in the previous question was the foreman on the project when the facility was damaged? Fernando Sangines

Facility Damage

18. Was a facility damaged on the incident date above? Yes

If the answer to the previous question is “Yes”:

a. Describe the damaged facility.

Gas line

b. Identify the type of material damaged.

Poly gas line

c. Explain how the facility was damaged?

sliced by hand tool

d. What equipment did your company use on the date of the incident?

shovel

Example Tools:

i. Auger/vertical bore
ii. Backhoe/trackhoe/excavator
iii. Bulldozer/front loader
iv. Horizontal drilling or boring equipment
v. Farm equipment
vi. Shovel
vii. Pick
viii. Other hand tools
ix. Trencher
x. Air/water knife
xi. Clay spade
xii. Jackhammer (90+ pound hammer)
xiii. Powered hammer drill
xiv. Powered hand-held other
xv. Explosives
xvi. Surface milling equipment
xvii. Grading equipment
xviii. Saw cutting
xix. Other

e. What type of equipment damaged the facility?

shovel

f. Who was operating the equipment that damaged the facility on the date of the incident?

laborer

g. Does your company own that equipment?

No equipment used

If the answer to the previous question is “No”:

1. Provide the following for the owner of the equipment. Company name, business address, phone number, and email Address.

Emergency Response

19. How did your company learn that the underground facility was damaged on date of the incident above?

    We saw the pipe once it was hit

20. Did anyone with your company call 911 on the date of the incident above, after the damage had occurred?

    No

21. Was there an emergency response to the incident from the fire department, a law enforcement department, or an ambulance on the date of the incident above? No

22. Were there any injuries or fatalities to any personnel or bystanders on the date of the incident above? If so, who? None

23. Was there property damage on the date of the incident above, excluding the facility damage? If so, what occurred? None

24. Was there a fire on the date of the incident as a result of the damage to the facility? No

25. Was there an evacuation of any homes or businesses on the date of the incident above as a result of the damage to the facility? No

    If the answer to the previous question is “Yes”:

    a. Provide the name of the emergency response units that conducted the evacuations, if applicable.

26. Are you aware of anyone else that called 911?

    No

27. Did anyone at your company contact the Regional Notification Center after the damage on the date of the incident above?

    No

    If the answer to the previous question is “Yes”:

    a. Did the Regional Notification Center provide you with a damage 811 ticket number? If so, what is the number?

28. Did anyone at your company contact the utility operator after the damage? Who at your company contacted the operator? If so, what is the name of the person who was contacted? Yes. Fernando Sangines contacted SoCal Gas

29. What steps, if any, has your company taken to prevent a similar damage in the future? Monthly safety meetings and call in 811 for any excavation no matter the circumstances

30. Is there any other information you want to share about this damage?

None

INSTRUCTIONS

a. Provide all information in your possession, custody, or control, or the possession, custody, and/or control of your affiliates or agents, that is responsive to these requests by the due date identified above.
b. Identify the personnel (employees, consultants, agents, etc.) who provided information responsive to each of the information requests by stating the full name, business address, and title of each person.
c. If you do not know the exact answer to any of the requests above, please so indicate and provide your best estimate.
d. Provide data in its original format (i.e., PDF, Excel, GIS shapefile, etc.), unless otherwise specified in the request.

Exhibit 4

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 312633

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/17/2025 2:11:49 PM

Business Information

D L LONG LANDSCAPING
5475 G ST
CHINO, CA 91710
Business Phone Number:(909) 628-5531

Entity Sole Ownership
Issue Date 11/21/1975
Expire Date **09/30/2026**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C27 - LANDSCAPING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY .
Bond Number: SC618513
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the CYPRESS INSURANCE COMPANY
Policy Number:DLWC631010
Effective Date: 04/01/2025
Expire Date: 04/01/2026
Workers' Compensation History

Workers' compensation classification code(s):
0042 - Landscape Gardening
8742 - Salespersons-Outside
8810 - Clerical Office Employees

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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Exhibit 5

Barton, Angel@EnergySafety

From: Barton, Angel@EnergySafety
Sent: Friday, September 19, 2025 11:18 AM
To: amber@digalert.org
Subject: 811 ticket request N251690319

Good morning Amber,

Provide a copy of all tickets, revisions, and electronic positive responses at about 16678 Deergrass Avenue in Chino California, for May 05, 2025, to June 25, 2025.

If there is not a ticket at this location for any of these dates, confirm that finding.

Cordially,

Angel Barton
Investigator
Underground Infrastructure Directorate
Phone: (916) 216-0251
www.energysafety.ca.gov
OFFICE OF ENERGY INFRASTRUCTURE SAFETY

Stay connected and informed by signing up for the Underground Safety Board's subscriber list.

Exhibit 6

Barton, Angel@EnergySafety

From: Amber Dahl <amber@digalert.org>
Sent: Monday, September 22, 2025 1:45 PM
To: Barton, Angel@EnergySafety
Subject: File N251690319
Attachments: N251690319.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Amber Dahl
Safety Director

Underground Service Alert of Southern California
PO Box 77070 Corona, CA 92877
P: (951) 808-8115
F: (951) 808-8101
E: amber@digalert.org



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Underground Service Alert

of Southern California™

September 22, 2025

Angel Barton
Dig Safe Board

File Number: N251690319

Dear Angel,

After searching our records from 5/5/25 through 6/25/25, we found the following DigAlert® ticket(s) A251680789 for the location at or near 16678 Deergrass Ave in Chino. I hope this information will be helpful.

If we can be of further assistance, please call us at 951-808-8100.

Sincerely,

Amber Dahl
Safety Awareness Director

Ticket: A251680789-00A

MBRCOD 00001B USAS 09/22/25 08:50:53 A251680789-00A NEW NORM POLY LREQ

Ticket: A251680789 Rev: 00A Created: 06/17/25 15:19 User: MIN Chan: 100

Work Start: 06/26/25 07:00 Legal Start: 06/26/25 07:00 Expires: 07/15/25 23:59
Response required: Y Priority: 2

Excavator Information
Company: DL LONG LANDSCAPING Type: CONT
Co Addr: 5475 G ST
City : CHINO State: CA Zip: 91710
Created By: GRANT LONG Language: ENGLISH
Office Phone: 909-628-5531 SMS/Cell: 909-721-9969
Office Email: GRANT@DLLONG.COM

Site Contact: GRANT LONG
Site Phone: 909-721-9969 Site SMS/Cell:
Site Email:

Excavation Area
State: CA County: SAN BERNARDINO Place: CHINO
Zip: 91708
Address : Street: DEERGRASS AVE
Cross 1 : LEGACY PARK ST
Cross 2 :
Location: 16685, 16695, 16703, 16711, 16706, 16698 & 16686 DEERGRASS AVE,
: ADDRESSES ARE LOC ON BOTH SIDES OF DEERGRASS AVE FROM APPROX 500FT
: S/OF LEGACY PARK ST S/FOR APPROX 240FT TO COVER ALL ADDRESSES
: **DEERGRASS AVE SHOWN ON GOOGLE MAPS**
Searchable Tags:
Job size: sq-feet: 55000 sq-miles: 0.001973

Delineated Method: FLAGS
Work Type: DRAINAGE & LANDSCAPING
Work For : TRUMARK HOMES
Permit: Job/Work order:
Project ID:
Project Name:
1 Year: N Boring: N Street/Sidewalk: N Vacuum: N Explosives: N Pavement Only: N

Lat/Long
Center Generated (NAD83): 33.950982/-117.616788 33.950858/-117.616313
: 33.949901/-117.617070 33.949777/-117.616595
Excavator Provided:

Map link:
https://newtin.digalert.org/newtinweb/map_tkt.nap?TRG=14z5x132r8r8hBq-t

Members:
CHI01 SCG1OD USCEME

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Ticket Responses for: A251680789-00A

Member	Name	Rev	Responded	By	Response
CHI01	CITY OF CHINO PUBLIC WORKS	00A	06/18/25 07:35:58 AM	ERNEST RAWSON	(001) CLEAR - NO CONFLICT

Member	Name	Rev	Responded	By	Response
SCG1OD	SOCALGAS DISTRIBUTION CHINO	00A	06/19/25 11:19:53 AM	ATBRYDON	(010) LOCATE AREA MARKED
USCEME	UTILIQUEST FOR SCE DIST - METRO EAST REG	00A	06/26/25 08:52:17 AM	UQ Responder	(001) CLEAR - NO CONFLICT
USCEME	UTILIQUEST FOR SCE DIST - METRO EAST REG	00A	06/25/25 03:51:44 PM	UQ Responder	(050) NEGOTIATED MARKING SCHEDULE

Exhibit 7

Barton, Angel@EnergySafety

From: Grant Long <grant@dllong.com>
Sent: Wednesday, October 22, 2025 2:27 PM
To: Barton, Angel@EnergySafety
Cc: Elias Monarrez
Subject: RE: Information Request - Underground Safety Board - N251690319
Attachments: 811 Investigation.pdf; EXHIBIT A SCOPE OF WORK - Landscape Yard.docx.pdf; Master Subcontract Agreement - The Preserve Chino - Landscaping.docx.pdf

You don't often get email from grant@dllong.com. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Angel,
Here is the revised questionnaire and the contract. Let me know if you need anything else

Grant Long
Grant Long

D. L. Long Landscaping, Inc.
5475 “G” Street
Chino, CA 91710
Tel.: 909-628-5531
Cell: 909-721-9969
Fax: 909-590-8150

Email: Grant@dllong.com

From: Grant Long
Sent: Tuesday, October 14, 2025 1:58 PM
To: Barton, Angel@EnergySafety <Angel.Barton@energysafety.ca.gov>

Cc: Elias Monarrez <elias@dllong.com>
Subject: RE: Information Request - Underground Safety Board - N251690319

Good Afternoon Angel,
Please see the attached responses to your questions. Let me know if there is anything else you need from me.

Grant Long
Grant Long

D. L. Long Landscaping, Inc.
5475 "G" Street
Chino, CA 91710
Tel.: 909-628-5531
Cell: 909-721-9969
Fax: 909-590-8150

Email: Grant@dllong.com

From: Barton, Angel@EnergySafety <Angel.Barton@energysafety.ca.gov>
Sent: Thursday, October 2, 2025 9:23 AM
To: David Long <david@dllong.com>; Grant Long <grant@dllong.com>
Subject: Information Request - Underground Safety Board - N251690319
Importance: High

Good morning D L Long Landscaping,

See the attached information request due by **October 17, 2025**.

Cordially,

Angel Barton
Investigator
Underground Infrastructure Directorate
Phone: (916) 216-0251

Stay connected and informed by signing up for the Underground Safety Board's subscriber list.

State of California – A Natural Resources Agency

Gavin Newsom, Governor

OFFICE OF ENERGY INFRASTRUCTURE SAFETY
UNDERGROUND SAFETY BOARD
715 P Street, 15th Floor | Sacramento, CA 95814
916.902.6000 | www.energysafety.ca.gov

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Bill Johns, Chair
Travis Clausen, Vice Chair
Marshall Johnson
Amparo Munoz
David Sorem
Shant Simonian

EXECUTIVE OFFICER
Brittny Branaman (Acting)

SENT VIA ELECTRONIC MAIL

Request Date: October 2, 2025

Response Due: October 17, 2025

To:
D L Long Landscaping

5475 G Street
Chino, California 92710

david@dllong.com
Grant@dllong.com

Investigator: Angel Barton

Send your response to the investigator at this email address:

Angel.Barton@energysafety.ca.gov

Information Request Number: Underground Safety-IR-2025-342

Subject: Request for information regarding underground facility damage reported without a valid 811 ticket.

Case Number: N251690319
Incident Address: 16678 Deergrass Avenue, Chino.
Date of Incident: June 16, 2025
Facility Type: Natural Gas Facility

The Underground Safety Board (Board) has been notified about damage to a facility, potentially involving your company.

The purpose of this request is to gather all the pertinent facts. The questions below may serve to replace a formal interview. Respond to each question. The Board investigates excavation incidents to identify potential safety violations, and employs this data to enhance accident prevention, safeguard worker welfare, and protect people and property.

Furthermore, this information will aid in determining if any enforcement measures are warranted. In such a scenario, your company will initially receive a Notice of Possible Violation (NOPV) following this investigation. NOPVs will be reviewed during public meetings of the Board to determine whether any violations of Government Code section 4216 et seq. have occurred. Should your company receive an NOPV, you will be notified of your response options and of the date of your hearing.

To answer these questions, you will need to gather information where applicable regarding excavation activities on the site, company and personnel contact information, the 811 ticket number and response information from the utility companies, emergency response actions, and prime contractor contact information.

Send with your answers to the questions, all the documents listed below that you possess, in their original format, which are associated with this damage by date indicated in email. "Documents" includes photographs, 811 ticket(s), written communications, incident reports, emails, texts, videos, or other related items.

Any documents the Board receives after response due date may not make it into the case file, resulting in them not being a part of the determination of your possible violation.

REQUESTS

1. Along with the questions below, provide a copy of the following documents:
    a. A copy of any damage reports already created as part of your regular procedures
    b. A copy of all 811 ticket(s) covering the damaged area
    c. A copy of your job contracts covering the damaged area
    d. A copy of your contract for any rental equipment used on the date of the incident, if applicable
    e. A copy of all photograph(s) of the jobsite and the damage
    f. A copy of your written policies and procedures regarding contacting the Regional Notification Center, emergency procedures, and use of excavation equipment

2. To cooperate with the investigation, provide written responses to the following questions. You may contact the investigator to schedule a phone interview, if preferred:

    1. Provide your name, title, phone number, and email address.
        Grant Long, Supervisor, (909)721-9969 Grant @ dllong.com
    2. Please provide the identifying information for your company; company name, Contractors State License Board (CSLB) number, physical address, mailing address, phone number, and email address.
        D.L.Long Landscaping
        CSLB # 824562
        (909)628-5531
        5475 'G' Street
        Chino, CA 91710

3. Did your company excavate and damage an underground facility on the date of the incident above? Yes

   If the answer to the previous question is "No":

   a. Explain who damaged the facility.
   b. Please provide the identifying information for the company that damaged the facility. company name, Contractors State License Board (CSLB) number, physical address, mailing address, phone number, and email address.

4. At approximately what time did the damage happen?
   Approximately 10am
5. Was your company at the incident address above when the facility was damaged? Yes

6. To the best of your knowledge, did your company ever perform work at incident address above, the location where the facility was damaged? If so, when? Yes, June 16

7. Were there any other companies at or near the incident address during that time? Yes

   If the answer to the previous question is "Yes":

   a. For each other company present, provide the company name, address, phone number, and email address.
      N/A Home builder super intendent was present
8. Did someone in your company or anyone else, contact the Regional Notification Center prior to the date of the incident?
   No

   If the answer to the previous question is "Yes":

   a. Provide the number or numbers of the 811 ticket(s) created by the Regional Notification Center.

   b. What were the 811-ticket created date(s) for each 811 ticket(s)? (Date)

   c. Did your company or anyone else, delineate the area where the damage occurred?

If the answer to the previous question is “Yes”:

i. How did your company, or anyone else, delineate the area? White paint, White flags, whiskers, stakes, or other method.

ii. How was it marked?

iii. Please provide the name, title, phone, and email address of the person who delineated the area.

d. Did the utility operator respond after the Regional Notification Center created the 811 ticket(s)? N/A

If the answer to the previous question is “Yes”:

i. How did the utility operator respond after the Regional Notification Center created the 811 ticket(s)? Locate and field mark their facility, provide a map or other information on their facility, confirmed the area was clear of their facility.

ii. Did the utility operator locate and field mark their facility before the legal start time on the 811 ticket(s)?

iii. If the utility operator located and field marked their facility that was damaged, did the marks accurately indicate the location of the facility?

1. What was the distance between the place where the facility was damaged, and the location of the facility indicated by the field marks? Less than 2 feet, about 2 feet, more than 2 feet.

If the answer to the previous question is “No”:

9. Is your company aware that it needed to contact the Regional Notification Center prior to excavating? Yes

10. Did the Regional Notification Center create an 811 ticket or tickets for the incident address that your company worked? No

11. If the answer to the previous question is “No”

i. Explain why your company did not obtain an 811 ticket?

We knew where the line was and were meant to only be exposing the line

12. Has your company ever obtained an 811 ticket, either by calling 811 or using the Regional Notification Center's website? Yes

13. The damage notification indicated that a facility was damaged at the incident address above on the incident date above. Is that correct? Yes

    If the answer to the previous question is "No":
    a. What was the address of the damage that occurred on the incident date above?

14. Was your company the prime contractor on the excavation project at the incident address? Yes

    If the answer to the previous question is "No":
    a. Provide the name, phone number, address, and email address of the prime contractor on this excavation project.

15. Did the prime contractor mention to obtain an 811-ticket?

    If the answer to the previous question is "Yes":
    a. What was mentioned or what direction did the prime contractor provide to you?
        i. The prime contractor contacted the Regional Notification Center
        ii. The prime contractor directed your company to obtain an 811-ticket
        iii. The prime contractor provided 811-ticket instruction in your contract
        iv. Other

16. Provide the names, phone numbers, titles, and if applicable, their email address for all your personnel who were at the incident address above when the facility was damaged. Fernando Sangines (909)662-7446

17. Which one of the individuals you identified in the previous question was the foreman on the project when the facility was damaged? Fernando Sangines

Facility Damage

18. Was a facility damaged on the incident date above? Yes

If the answer to the previous question is “Yes”:

a. Describe the damaged facility.

Gas line

b. Identify the type of material damaged.

Poly gas line

c. Explain how the facility was damaged?

sliced by hand tool

d. What equipment did your company use on the date of the incident?

shovel

Example Tools:

i. Auger/vertical bore
ii. Backhoe/trackhoe/excavator
iii. Bulldozer/front loader
iv. Horizontal drilling or boring equipment
v. Farm equipment
vi. Shovel
vii. Pick
viii. Other hand tools
ix. Trencher
x. Air/water knife
xi. Clay spade
xii. Jackhammer (90+ pound hammer)
xiii. Powered hammer drill
xiv. Powered hand-held other
xv. Explosives
xvi. Surface milling equipment
xvii. Grading equipment
xviii. Saw cutting
xix. Other

e. What type of equipment damaged the facility?

shovel

f. Who was operating the equipment that damaged the facility on the date of the incident?

Marvin Morales

g. Does your company own that equipment?

Yes

If the answer to the previous question is “No”:

1. Provide the following for the owner of the equipment. Company name, business address, phone number, and email Address.

Emergency Response

19. How did your company learn that the underground facility was damaged on date of the incident above?

    We saw the pipe once it was hit

20. Did anyone with your company call 911 on the date of the incident above, after the damage had occurred?

    No

21. Was there an emergency response to the incident from the fire department, a law enforcement department, or an ambulance on the date of the incident above? No

22. Were there any injuries or fatalities to any personnel or bystanders on the date of the incident above? If so, who? None

23. Was there property damage on the date of the incident above, excluding the facility damage? If so, what occurred? None

24. Was there a fire on the date of the incident as a result of the damage to the facility? No

25. Was there an evacuation of any homes or businesses on the date of the incident above as a result of the damage to the facility? No

    If the answer to the previous question is "Yes":

    a. Provide the name of the emergency response units that conducted the evacuations, if applicable.

26. Are you aware of anyone else that called 911?

    No

27. Did anyone at your company contact the Regional Notification Center after the damage on the date of the incident above?

    No

    If the answer to the previous question is "Yes":

    a. Did the Regional Notification Center provide you with a damage 811 ticket number? If so, what is the number?

28. Did anyone at your company contact the utility operator after the damage? Who at your company contacted the operator? If so, what is the name of the person who was contacted? Yes. Fernando Sangines contacted SoCal Gas

29. What steps, if any, has your company taken to prevent a similar damage in the future? Monthly safety meetings and call in 811 for any excavation no matter the circumstances

30. Is there any other information you want to share about this damage?

None

INSTRUCTIONS

a. Provide all information in your possession, custody, or control, or the possession, custody, and/or control of your affiliates or agents, that is responsive to these requests by the due date identified above.
b. Identify the personnel (employees, consultants, agents, etc.) who provided information responsive to each of the information requests by stating the full name, business address, and title of each person.
c. If you do not know the exact answer to any of the requests above, please so indicate and provide your best estimate.
d. Provide data in its original format (i.e., PDF, Excel, GIS shapefile, etc.), unless otherwise specified in the request.

SUBCONTRACTOR agrees to furnish the necessary labor, materials tools, implements, permits, equipment and appliances required to perform and complete all work in a substantial workmanlike manner and free from all liens and claims of artisans, material, and other Subcontractors in accordance with the scope and specifications herein at the following phase(s): ~~**Models and**~~ **Phase 1 and all future phases** Trumark Homes and "OWNER" are synonymous.

Renewal of this Contract Agreement for work at subsequent phases is not guaranteed and can only be authorized by OWNER'S Purchasing Department as evidenced by a Purchase Order to this Contract Agreement.

The following documents are part of the Contract Agreement and are referenced as follows:

1. SUBCONTRACTOR has carefully reviewed and accepts the following project documents:
   a. Architectural plans dated per the Project Specifications
   b. Structural plans dated per the Project Specifications
   c. Electrical plans dated per the Project Specifications
   d. Project Standard Specifications dated **9/16/24**

2. SUBCONTRACTOR shall provide a copy of a valid **City of Chino** Business License and a California Contractor's License prior to commencement of work under this Contract Agreement.

I. GENERAL

1. It is the sole responsibility of SUBCONTRACTOR to personally verify that he has the latest approved plans for construction. OWNER shall provide SUBCONTRACTOR with updated plans when they become available.

2. SUBCONTRACTOR agrees that the quality of his workmanship and his materials shall be in strict accordance with the plans and the product specifications.

3. SUBCONTRACTOR shall strictly comply with all applicable City, County, State, FHA, and VA codes.

4. SUBCONTRACTOR acknowledges that he has visited the site and is familiar with and has provided for the conditions that exist thereon and that there will be no extras due to site conditions except as provided for hereafter and that he has checked with the appropriate governing agencies and has made provisions to any and all requirements of those agencies.

5. SUBCONTRACTOR shall inspect any related work before starting and immediately notify OWNER'S Construction Manager of any unacceptable work. Commencement of SUBCONTRACTOR'S work shall represent acceptance of previous trades work.

6. Should SUBCONTRACTOR fail to bring items in need of correction or repair to the attention of OWNER, and commence work over defective prior work, then SUBCONTRACTOR shall bear the cost of any and all labor and materials necessary to correct the problem, including costs for removing and repairing his work as well as that of previous Subcontractors. **DO NOT CONSTRUCT / INSTALL OVER FAULTY WORK.**

7. SUBCONTRACTOR will begin work in the area designated by OWNER and cooperate with the OWNER regarding OWNER'S scheduling of subsequent trades.

8. SUBCONTRACTOR shall adhere strictly to OWNER'S production schedule. One Story units 115-Day Construction Schedule; 2 Story units – 123-day construction schedule included as part of this agreement.

9. SUBCONTRACTOR shall fully coordinate work and cooperate with all other Subcontractors.

10. SUBCONTRACTOR shall perform all duties herein so as not to impede the progress of any other Subcontractors.

11. SUBCONTRACTOR is responsible for all materials until final installation and acceptance by OWNER. SUBCONTRACTOR shall replace any loss due to theft or breakage prior to acceptance by OWNER at no additional cost to OWNER.

12. SUBCONTRACTOR agrees hereon that any labor, materials, and/or workmanship that does not comply to the OWNER'S standards shall be re-done or replaced to conform to the OWNER'S standards.

14. A Representative of the SUBCONTRACTOR shall be present at all inspections of his Work, and SUBCONTRACTOR shall pay for any charges for re-inspections.

15. SUBCONTRACTOR shall take every precaution and provide suitable means to protect finished work from dirt and damage.

16. In the event changes are made to the approved plans, which may affect the SUBCONTRACTOR'S work or payment in any manner under this Contract Agreement, it shall be the responsibility of the SUBCONTRACTOR to immediately notify OWNER of any adjustment to this Contract Agreement prior to commencing or continuing such work. Failure to so notify OWNER will not change any provisions of this Agreement, and the SUBCONTRACTOR shall be obligated to complete his work, including such changes, without additional compensation from OWNER. All agreed upon changes to the work shall be covered by Change Order to this Contract Agreement and signed by OWNER and SUBCONTRACTOR. **OWNER'S Construction Manager /is NOT authorized to make any changes to the approved plans**.

17. OWNER shall have no obligation to make any payment for partially completed work or for stages of work, except as specifically stated elsewhere in this package. OWNER'S only obligation shall be to pay for completed units of work.

18. SUBCONTRACTOR shall pay for all licenses required by his work.

19. In the event of rain or other adverse weather, SUBCONTRACTOR shall be completely responsible for the protection of his work. Should SUBCONTRACTOR fail to perform, or said protective measures prove to be inadequate, all restoration of damages to SUBCONTRACTOR'S work and adjacent property damaged by the SUBCONTRACTOR'S inadequacy, will be performed by the SUBCONTRACTOR or completed by others and paid for by the SUBCONTRACTOR.

20. SUBCONTRACTOR shall establish adequate Labor and Equipment on the job to maintain the OWNER'S schedule for production and shall not decrease his manpower or equipment, once established, without prior knowledge and consent of the OWNER'S Construction Manager / without consent of owner's Purchasing Agent.

21. SUBCONTRACTOR shall provide all Material Safety Data Sheets (MSDS) applicable to this trade to OWNER'S Construction Manager / Project Construction Manager and shall be held responsible for the updating and maintenance of said documents. SUBCONTRACTOR is responsible for the training of its employees regarding aforementioned documents.

22. SUBCONTRACTOR shall be held responsible for complying with all Storm Water Pollution Prevention Program requirements and will be financially liable for any fines issued if determined to be at fault

23. Toilet facilities are furnished on the jobsite for the SUBCONTRACTOR'S use. Use of bathrooms in the homes is strictly forbidden. Failure to abide by this requirement shall be considered default of Contract Agreement, and the SUBCONTRACTOR may be terminated.

24. Eating and smoking in partially completed and completed units is strictly forbidden. All SUBCONTRACTORS are responsible for clean-up of all their food, trash, garbage, and all debris to be placed in trash can or dumpster.

25. Protection of any and all previous Subcontractors work is the responsibility of all Subcontractors.

II. CLEAN UP

1. SUBCONTRACTOR shall be responsible for clean-up of all debris relating to his work. Failure to do so shall cause OWNER to deduct cost of performing the work from any amounts due or to become due to SUBCONTRACTOR.

2. SUBCONTRACTOR shall at all times keep the buildings and premises free from debris and unsafe conditions resulting from the SUBCONTRACTOR'S work.

3. SUBCONTRACTOR shall remove all SUBCONTRACTOR'S tools of the trade and all materials shall be neatly stacked as directed by Jobsite Construction Manager.

III. WARRANTY

1. SUBCONTRACTOR agrees to warranty all work for a period of one (1) year from the date of (Notice Of Completion recording initial startup) of a particular residential unit; two (2) years for mechanical, electrical and plumbing systems; ten (10) years when structural.

tools of his/her trade.

4. SUBCONTRACTOR understands that all regular warranty work shall be responded to within 48 hours of notification and shall be completed within seven (7) business days.

5. SUBCONTRACTOR understands that all emergency service requests are to be handled immediately and shall not exceed a twenty-four (24) hour response time.

6. SUBCONTRACTOR understands that the OWNER'S designated representative shall be the final decision on the classification of "an emergency".

7. SUBCONTRACTORS who perform HVAC, plumbing, fire sprinklers, alarm or electrical work shall provide a 24-hour, 365 day a year emergency telephone number for warranty service purposes.

8. SUBCONTRACTOR agrees to provide and utilize adequate precautionary measures to protect both the works of other SUBCONTRACTORS, as well as the homeowner's personal belongings. In the event that the SUBCONTRACTOR causes damage to other work in the home or personal belongings of that homeowner, the SUBCONTRACTOR shall repair or provide monetary compensation for damaged item(s) to the homeowner at the expense of the SUBCONTRACTOR.

9. SUBCONTRACTOR shall provide neat, clean warranty service personnel for work appointments, during normal work hours Monday through Friday, as well as work appointments after 4:00 pm Monday through Friday and/or on Saturdays, if needed.

10. SUBCONTRACTOR understands that all warranty service personnel shall act professionally by appearing at the time of the scheduled appointment with the homeowner and shall treat both the homeowner and home with respect.

11. SUBCONTRACTOR understands that the OWNER shall have the right to take necessary steps to ensure the completion of said warranty work at the expense of the SUBCONTRACTOR in the event that they fail to respond per the terms of this agreement to a warranty service request.

12. SUBCONTRACTOR understands that if after one (1) attempt to correct a warranty service issue the SUBCONTRACTOR fails to perform work satisfactorily, the OWNER has the right to take necessary steps to ensure the quality of said warranty work at the expense of the SUBCONTRACTOR.

13. SUBCONTRACTOR understands that all areas in which warranty service work is performed shall be free from debris, dirt, stains, drips, droppings, and any other spoils which may result from said warranty service work.

14. In the event that the OWNER must clean or remove spoils from a residence in which the SUBCONTRACTOR was performing work, no forewarning of back charge for cleaning services or cleanup by OWNER will be given.

IV. JOB CONDUCT

1. SUBCONTRACTOR to provide proper supervision while onsite and performing its scope of work. Supervisors shall be English speaking and capable of communicating with OWNER'S Construction Manager.

2. SUBCONTRACTOR and his field workers shall always maintain a clean and professional appearance on the job including, but not limited to, the wearing of proper and undamaged work attire such as boots, shirt, work slacks, eye protection, and hardhats. Must have OSHA standards.

3. SUBCONTRACTOR and his field workers shall resolve any field disputes with the OWNER'S Construction Manager in a professional and diplomatic manner.

4. SUBCONTRACTOR and his field workers shall observe the following rules at all times:

   a. No loud music or radios on the job.

   b. No alcohol or illegal and performance hindering drugs on the job.

   c. No weapons of any kind on the job.

   d. No profanity or discourteous conduct on the job.

   e. No horseplay or fighting on the job at any time.

   f. No unauthorized visitors including pets on the job.

   g. No food or drinks inside finished (or partially finished) units.

V. DESCRIPTION OF WORK

A. FINISH GRADE

1. Finish grades shall be those indicated on the drawings or as may be controlled by existing installations. Grades not otherwise indicated shall be uniform. Straight levels between points where elevations are determined. Finish grades shall be smooth and even of a uniform place with no abrupt changes in the surface, minor modeling of the ground surface may be required.

2. SUBCONTRACTOR shall provide for the natural run-off of water without low spots or pockets. Flowlines shall be set by instrument and shall be the maximum gradient possible.

3. Finish grade of all turf areas shall be below the grade of adjacent walks, pavements, curbs, etc.

4. Finish grade of all shrubbery and ground cover areas shall be below the grade of adjacent walks, pavements, curbs, etc., except where water flows across it.

B. DRAINAGE

1. SUBCONTRACTOR to furnish all labor, material and equipment to install all landscape area drains as indicated on the precise grading plans. This includes excavation, backfill, pipe, catch basins, splash blocks, curb cores and all other items necessary for a complete drain line system as shown on the precise grading plans.

C. IRRIGATION

1. SUBCONTRACTOR to provide automatic irrigation system to include all lines, gate valves, anti-siphon valves, mainline and all sprinkler heads. Valves and heads to be per approved front yard typical plans.

2. SUBCONTRACTOR shall provide a 100% coverage sprinkler system. System will be checked and adjusted to ensure that all areas receive adequate irrigation without excessive overspray onto house, walkways or public sidewalks.

3. SUBCONTRACTOR shall make irrigation POC prior to entry into house and not on hose bibs. All areas irrigation lines shall be connected to water service designated for this purpose only.

4. SUBCONTRACTOR shall furnish and install all time clocks, back flow prevention devices, valves etc. in accordance with the front yard typical plans as required.

5. SUBCONTRACTOR shall include as part of the irrigation work, but not limited by it, the following items: The furnishing, installing and testing of all mainline, point of connection, lateral line, risers and fittings, sprinkler heads, backflow protection, automatic controllers, control wires (to valves), electrical control valves and the excavation, backfill and all other work in accordance with these plans, details and notes.

6. Final adjustment of water meter boxes is included by this SUBCONTRACTOR.

7. All irrigation work shall be guaranteed by the SUBCONTRACTOR as to materials and workmanship, including settling of backfilled trenches below grade for a period of one (1) year following the date of final acceptance of the work.

8. SUBCONTRACTOR shall provide two (2) sets of as-built irrigation plans.

D. LANDSCAPE

2. OWNER shall approve all plant material. If any material is installed which is not acceptable to the OWNER, SUBCONTRACTOR shall remove and replace said material at his own expense.

3. SUBCONTRACTOR is to verify all delivery schedules with OWNER'S Project Superintendent.

4. All plant material to be of proper size and type. OWNER must approve any substitutions in advance.

5. Plant material is to be healthy and free from damage or excessive fungal growth.

6. All plant pits will be prepared to include leeching and amendments as required.

7. SUBCONTRACTOR shall furnish and install all structures in accordance with City/County requirements, including root barriers.

E. MAINTENANCE

1. Thirty (30) day maintenance period starts after complete installation and clean up and the landscape areas have been walked and accepted by OWNER.

2. At the end of the thirty (30) day maintenance period and all plants are green and growing, a second walk through shall be held to determine if the SUBCONTRACTOR can be released from his responsibilities.

END OF EXHIBIT "A"

1. All draws payable after acceptance and initialed by OWNER'S Project Superintendent.

A. Front Yard Landscape and Area Drains:

- **LAND - LANDSCAPE** 100% Upon completion of work and acceptance by OWNER's Project Superintendent.

II. EXTRA WORK

1. Extra Work only consists of work that is not included in this Scope of Work under the Contract Agreement.

2. All Extra Work requires a Variance Purchase Order (VPO) issued by OWNER. **Prior** to commencement of Extra Work, it is the responsibility of the SUBCONTRACTOR to obtain proper authorization for Extra Work. Extra Work performed without authorization in the form of a VPO as referenced above will be at SUBCONTRACTOR'S sole risk and expense.

3. Additional work to be performed at an **hourly** rate of: $ 75.00 , plus material.
If Overtime work is requested and approved by Builder, then OT rate will be time and a half.

4. SUBCONTRACTOR agrees that the models Schedule will be on an expedited 55-day build at no extra cost and work on Saturdays during the model build is required and expected.

III. MAINTENANCE

1. Upon the satisfactory completion of the 30-day maintenance period and acceptance of the second walk through, OWNER may elect to extend the maintenance at a rate of $ 100 per 30-day period.

IV. ALTERNATE ITEMS

1. SUBCONTRACTOR shall not proceed with the construction of alternate items without **prior** approval and authorization as evidenced by a Change Order to this Contract Agreement or a Variance Purchase Order (VPO).

2. Furthermore, and notwithstanding any provisions of this Contract Agreement, in the event of manufacturer product transitions, discontinuations, or unavailability, manufacturer shall substitute such product with a similar product of equal or greater value.

V. PRICE HOLD GUARANTEE

1. The prices shown are guaranteed firm for all **work released for construction through Duration of Project** and shall be guaranteed firm until completion of all work under this contract (trenching of foundations constitutes a release for construction).

2. **Any price increases to contracted items must be submitted in writing 90 days before implementation and will be implemented in units that have not yet trenched.**

VI. PRODUCTION RATE

1. SUBCONTRACTOR shall be responsible to review project schedule upon award of project and again two weeks prior to start of work to confirm schedule and pricing for each home. SUBCONTRACTOR shall notify Purchasing prior to starting any work if the pricing is not correct on Contract.

DESCRIPTION	HOUSES PER DAY
IRRIGATION AND DRAINAGE	3
SITE, SOILS AND PLANTING	3
GROUND COVER	3

NUMBER OF UNITS TO COMPLETE PER DAY PER THE APPROVED CONSTRUCTION SCHEDULE

2. Number of days notification needed to mobilize: 7 **working days**.

END OF EXHIBIT "B"

a California Corporation

BY: Signed by: Billie Luzar CBDAAF5911F94C8...

NAME: Billie Luzar

TITLE: **DIRECTOR OF PURCHASING**

BY: DocuSigned by: F6E4EE5004A3460...

NAME: Kraig Long

TITLE: Vice President

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TH THE PRESERVE CHINO LLC
D.L. LONG LANDSCAPING, INC
COST CODES: 53600

TRUMARK HOMES

MASTER SUBCONTRACT AGREEMENT

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SUBCONTRACT AGREEMENT

This Subcontract Agreement (the ***"Agreement"***) is made as of the **March 12, 2025** (***"Effective Date"***), between **TRUMARK CONSTRUCTION SERVICES, INC.,** a California corporation (***"Builder"***), and **D.L. LONG LANDSCAPING, INC** ***(Subcontractor"***).

TH THE PRESERVE LLC, (***"Owner"***) is developing the residential project known as **"The Preserve"** (the ***"Project"***) located in the **City of Chino, County of San Bernardino**, California (the ***"Job Site"***).

B. Owner has retained the Builder to construct the Project. The Builder is an affiliate of the Owner.

C. The Builder desires to retain Subcontractor to perform certain work on the Project described on ***Exhibit A*** attached hereto (the ***"Work"***) for the

price specified on ***Exhibit B*** (the ***"Contract Price"***).

D. Subcontractor is willing to perform the Work for the Contract Price on the terms and conditions of this Agreement.

BASIC CONDITIONS

1. **Scope of the Work**. Subcontractor shall furnish and install all labor, materials, tools, equipment, services and supervision for, and shall perform and complete, the Work in a good, expeditious and workmanlike manner in accordance with (a) the addenda, drawings, plans and specifications and other documents applicable to the Work (collectively, the ***"Plans and Specifications"***), (b) the requirements of Owner's lender for the Project (the ***"Project Lender"***), (c) the procedures and policies established by Owner, and in the absence of specific instructions by Owner, in accordance with sound business policies for a developer/owner of comparable properties, and (d) standard procedures, practices and techniques commonly recognized as industry practice. The requirements set forth in Sections 1(a) though 1(d) above (collectively, the ***"Project Requirements"***) are incorporated herein by reference.

2. **Commencement and Completion Date**. The Work shall commence as soon as reasonably possible after the Effective Date and shall be completed in accordance with this Agreement without delay and in compliance with the schedule for completion of the work attached hereto as ***Exhibit C*** (the ***"Work Schedule"***). The date on which all of the Work is completed according to the Work Schedule is the ***"Completion Date."***

3. **Payment**.

   (a) Contract Price. Builder shall pay the Contract Price to Subcontractor as full payment for complete and timely performance of all the Work and performance of all other duties and obligations of Subcontractor under this Agreement. Subcontractor acknowledges that the Contract Price is not subject to modification except as provided in this Agreement in connection with Change Orders, and that the Contract Price includes all applicable

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charges, fees and sales, use and other taxes. All amounts paid Subcontractor pursuant to this Agreement shall be made by direct payee checks or bank vouchers.

(b) Invoicing. All Invoices shall include a complete description of the labor and materials supplied, and the Work done during the period covered by the Invoice (the ***"Invoice Period"***). All Invoices shall be accompanied by (to the extent not previously provided to Builder):

(1) Copies of an executed sub-subcontract or suppliers' contract or purchase order including bonds, insurance, certificates and endorsements and all other exhibits and attachments, for each item of materials, labor and service for which a disbursement has been requested.

(2) Copies of completed and executed statutory forms of Conditional Waiver and Release Upon Progress Payment from all persons known to the Subcontractor and Builder to be eligible to record mechanics' liens in connection with the portion of the Work covering the amount of the current Application for Payment.

(3) Copies of completed and executed statutory forms of Unconditional Waiver and Release Waiver Upon Progress Payment, from all persons known to the Subcontractor and Builder to be eligible to record mechanics' liens in connection with the portion of the Work covering the amount of the previous Application for Payment.

(4) All invoices and billings must have proper documentation/authorization or the invoices will be returned. All invoices and other required billing documentation must be submitted electronically to: invoice.socal@trumarkco.com. Invoices must clearly state the Project for which they are being billed and clearly indicate the PO or Professional Service Agreement reference number. Attach/include a copy of the PO. Once Trumark has received your completed billing submittal, we will obtain the internal final sign offs and approvals required to fully process the invoice for payment.

(5) Invoices Submitted By: 10th of the month will be paid by the 10th of the following month, provided invoices match Contracted amount and is for work approved by field superintendent/management. If the 10th falls on a weekend or holiday, the due date for both will be the last working day prior to the 10th. Reminder: If you do *not* have a signed Contract, Purchase Order, or Trumark Work Authorization form, do not begin or undertake any work. Without an approved and signed commitment document, Trumark is unable to pay you. ONLY Trumark forms, i.e. Purchase Orders, Exhibit B Payment Billing Schedules, or Work Authorization Forms are accepted with invoices.

Builder shall have the right (in Builder's sole discretion) upon prior written notice to Subcontractor and reasonable opportunity for Subcontractor to object, to make payments to Subcontractor in the form of checks payable jointly to Subcontractor and to any of sub-subcontractors or suppliers in satisfaction of Builder's obligation to make payments to Subcontractor when (1) there are lien claims, (2) Builder has received information that Subcontractor is not promptly paying sub-

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subcontractors undisputed amounts when due, or (3) in the event of significant discrepancies in cost data submitted to Builder.

Subject to the payment provisions of this Agreement, 90% of the amount set forth in the Invoices shall be paid in any calendar month. Invoices shall not be submitted more frequently than once in any single calendar month, and shall include all charges made through the Invoice Period. Invoices shall be submitted in duplicate. One shall be given to Builder's designated representative at the Job Site and the other hand carried, faxed or mailed to Builder at the address listed below. Any Invoice submitted more than 90 days after the Completion Date will be invalid and will not be paid.

(c) Final Payment. Subcontractor shall not be paid the remaining balance of the Contract Price until the Work has been completed and reviewed and approved by the Builder as indicated in subsection (d) below. After the Work has been completed and subject to its terms and upon the Builder's payment, Subcontractor will cause payments to be made to sub-subcontractors for retained amounts upon receipt of properly executed Conditional Waiver and Release upon Final Payment for all such sub-subcontractors. The entire remaining unpaid balance of the Contract Price will be paid to Subcontractor upon Final Completion as indicated below, and when the Subcontractor has signed and delivered to Builder a final payment certificate in the form attached as ***Exhibit D*** (the ***"Final Payment Certificate"***) together with an executed Unconditional Waiver and Release Upon Final Payment.

(d) Final Completion Checklist and Inspection. Upon receipt of Subcontractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment (which Application shall include the Builder's completion checklist as filled out by Subcontractor), the Builder will promptly make such inspection. If and when the Builder finds the Work acceptable under the Agreement and verifies that the Work has been fully performed and Subcontractor's obligations under Section 20 below have been satisfied (the ***"Final Completion"***), the Builder will promptly issue the Final Payment Certificate and the final payment to Subcontractor.

(e) Subcontractor's Obligations. Neither final payment nor any remaining retained percentage shall become due until the Subcontractor submits to the Builder (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Builder or the Builder's property might be responsible or encumbered (less amounts withheld by Builder) have been paid or otherwise satisfied, (2) a certificate evidencing that the insurance required by the Agreement to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Builder, (3) a written statement that the Subcontractor knows of no substantial reason that the insurance will not be renewable to cover the period required by this Agreement, (4) consent of the Project Lender and any surety to final payment and (5) if required by the Builder, other data establishing payment or satisfaction of obligations, such as receipts, releases and waiver of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Builder. If a Sub-Subcontractor refuses to furnish a release or waiver required by the Builder, the Subcontractor may furnish a bond satisfactory to the Builder to indemnify the Builder against such lien. If such lien remains unsatisfied after payments are made, the

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Subcontractor shall refund to the Builder all money that the Builder may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

(f) Lien Releases. A copy of the current forms of statutory lien releases are attached hereto as ***Exhibit E*** and are subject to modifications as required by law.

4. Withholding Payment.

(a) Reasons for Withholding. Builder may withhold payments otherwise due Subcontractor under this Agreement for any of the following reasons provided Builder gives written notice of such default to Subcontractor and Subcontractor fails to cure the default to Builder's satisfaction within 5 calendar days after such notice:

(1) Omission of any Work required by this Agreement or Subcontractor's failure to cure defective or damaged Work;

(2) Failure to submit to Builder all information and waivers and releases required under this Agreement, including the Project Requirements;

(3) Mechanics' liens, materialmen's liens, stop notices or bonded claims are filed or recorded or reasonable evidence indicating the probable filing or recording of such liens, notices or claims by Subcontractor or its suppliers or sub-subcontractors, in which case Builder may withhold (A) in the case of a lien, notice or claim by Subcontractor, the amount claimed in the lien, notice or claim, and (B) in the case of a lien, notice or claim by Subcontractor's suppliers or sub-subcontractors, 150% of the amount sought;

(4) Subcontractor's failure to make payments properly to sub-subcontractors, suppliers, materialmen, laborers, or other persons entitled to file a mechanics' lien, materialmen's lien, stop notice or claim as well as to union fringe benefit trust funds (to the extent required);

(5) The existence of reasonable doubt by Builder that the Work will be completed for the balance of the Contract Price then unpaid (including any overage identified in any Project status report or conference call that is not covered by an approved Change Order), unless Subcontractor deposits with Builder funds in the amount of such suspected deficiency or performs a sufficient portion of the remaining Work to be performed at Subcontractor's sole cost so that such portion of the Contract Price then remaining unpaid is determined by Builder to be sufficient to complete the Work;

(6) Subcontractor's failure to complete the Work, or any reasonable indication that the Work will not be completed within the time required in this Agreement;

(7) Subcontractor's failure to construct, install or perform the items of the Work as required in this Agreement (including if the work does not pass any official inspection or if Subcontractor attempts to or does install any item different than that required by this Agreement or a valid Change Order), or any reasonable indication that Subcontractor will be unable to perform the terms of the Work as required in this Agreement; and

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(8) Any other grounds for withholding payment permitted by State or Federal Law, or as otherwise permitted by this Agreement.

(b) Payment of Withheld Amount. Whenever the grounds giving rise to the above withholding have been removed, Builder shall pay Subcontractor the amount withheld less any expenses or damages Builder incurs as a result of the withholding, the cause of the withholding or the removal of the cause of the withholding. If any of Subcontractor's laborers, sub-subcontractors, suppliers or materialmen are not paid, Builder may pay such persons directly. Any payment Builder makes directly to any Subcontractor's laborers, sub-subcontractors, suppliers or materialmen or for their benefit shall be deemed payment to Subcontractor and shall be credited against the Contract Price.

5. Changes in the Work.

(a) Change Order Request. Builder may, at any time and from time to time, order additions, deletions or other modifications to the Work (a ***"Work Change"***) by submitting a written change order request to Subcontractor (***"Change Order Request"***). Builder's Designated Representative is the only person authorized to sign Change Order Requests. Subcontractor shall not be compensated for any Work Change performed by Subcontractor at the request of anyone other than Builder's Designated Representative pursuant to a written Change Order Request. Upon receipt of a duly authorized Change Order Request, Subcontractor shall perform any extra work, make any substitutions in the Work, or omit any portion of the Work required thereby and shall not thereafter perform any work or order materials that are inconsistent with such Change Order Request. Subcontractor or anyone acting for or on behalf of Subcontractor shall not be entitled to any additional compensation for any labor, materials or equipment performed or ordered after receipt of a duly authorized Change Order Request if the same are not consistent with the Change Order Request. Subcontractor shall (1) maintain records of all duly authorized modifications made to the Work, (2) notify Builder's Representative of each such duly authorized modification immediately upon making the modification, and (3) show such duly authorized modifications on a copy of the Plans and Specifications. Subcontractor shall provide Builder with a copy of such redlined set of Plans and Specifications upon completion of the Work or immediately upon Subcontractor's receipt of any written request therefore from Builder.

(b) Adjustments to Contract Price.

(1) Upon receipt of a Change Order Statement, Builder shall determine the adjustment, if any, to the Contract Price. Subcontractor shall be deemed to have accepted the adjustment or non-adjustment to the Contract Price if Builder does not receive written objection notice from Subcontractor within five (5) business days after Subcontractor's receipt of notice of the amount of the adjustment or non-adjustment to the Contract Price from Builder. If Subcontractor timely delivers a written objection notice to Builder, the adjustment shall be determined by applying one of the following standards: (A) by reference to Unit Prices (based upon the Schedule of Unit Prices described in Subcontractor's approved bid), or (B) in the case of additions to the Work, cost of performing the additional work plus ten percent (10%), and in the case of deletions from the Work, an amount equal to the savings in cost plus ten percent (10%). The Work shall not be delayed

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or interrupted during resolution of the adjustment or non-adjustment to the Contract Price.

(2) Alternatively, and in Builder's sole discretion, Builder may ask Subcontractor to submit bid prices for the modifications in the Work. Such bid prices shall be consistent with the contract prices for the Plans and Specifications covered by this Agreement. If any bid price is not consistent, Builder may accept bids from other subcontractors. If the same are lower than that of Subcontractor, Builder will afford Subcontractor the opportunity to adjust its bid accordingly. If Subcontractor does not agree to adjust its bid accordingly within five (5) business days, Builder may, at its option, renegotiate or terminate this Agreement in its entirety

6. **Designated Representatives and Consultants**.

(a) Designated Representative. All notices, writings or other communications concerning this Agreement or the Work shall be made through each party's Designated Representative set forth below. All addenda, change orders, or modifications to this Agreement must be signed by Builder's designated representative as such representative may be changed by Builder from time to time by written notice to Subcontractor. Builder and Subcontractor shall each designate field representatives.

(b) Builder's Consultants. Subcontractor will interface daily with and follow direction from Builder's Designated Representative and follow the direction from Builder's on-site quality control personnel.

7. **General Conditions**. This Agreement includes the General Conditions attached hereto and made a part hereof.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, 3132 BRADSHAW ROAD, SACRAMENTO, CALIFORNIA MAILING ADDRESS: POST OFFICE BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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BUILDER:

Trumark Construction Services, Inc.,
a California Corporation

By: Signed by: Billie Luzar CBDAAF5911F94C8...

Name: Billie Luzar

Title: Authorized Agent

Dated: 03/27/25 | 9:29 AM PDT

By: DocuSigned by: D9623A90B50147A...

Name: Richard Douglass

Title: Authorized Agent

Dated: 03/27/25 | 9:30 AM PDT

Address: 3001 Bishop Drive
Suite 100
San Ramon, CA 94583

Telephone: (949) 999-9800
Fax: (949) 999-9801

State License No.: 935932

SUBCONTRACTOR:

D.L. LONG LANDSCAPING, INC

By: DocuSigned by: F6E4EE5004A3460...

Name: Kraig Long

Title: Vice President

Dated: 03/13/25 | 7:38 AM PDT

Address: 5475 G Street Chino, Ca. 91710

Telephone: (909) 628-5531
Fax:

State License No.: 824562

Trumark : Initial BL

Subcontractor : DS

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GENERAL CONDITIONS

1. **The Work**.

(a) **Compliance Requirements**. The Work shall be performed in strict accordance with (1) the Plans and Specifications, (2) the Project Requirements, (3) the Work Schedule, and (4) all applicable statutes, codes, laws, permits, orders, ordinances, requirements, and any rules and regulations promulgated thereunder of any federal, state or municipal government and appropriate departments, commissions, boards and officers having jurisdiction respecting the prosecution of the Work (collectively ***"Laws"***).

(b) **Protection of the Work**. Subcontractor shall take all steps necessary to protect the Work from (1) loss or damage by the elements, including fire, flood, rain, wind, hail, sand, cave-ins, collapses, and other hazards, (2) the defective or incomplete labor or materials of others, or otherwise and (3) theft. In the event of such loss or damage, Subcontractor shall promptly replace and restore the Work, any damaged portion thereof and/or the stolen items, at its expense.

(c) **Overtime and Extra Labor and Equipment**. Subcontractor shall, at its expense, work such overtime and engage such extra labor and equipment as may be required to ensure the diligent prosecution and timely completion of the Work.

(d) **Reduction in the Work**. Builder may, by written notice to Subcontractor, reduce the amount of the Work to be completed by Subcontractor, without any liability to Subcontractor except to pay for (1) the portion of the Work satisfactorily completed as of the Work reduction date (the ***"Reduction Date"***), including a reasonable and mutually acceptable amount for overhead and profit on such portion of the Work, (2) actual expenses paid or incurred as of the Reduction Date for labor, materials or equipment for the uncompleted portion of the Work (excluding overhead and profit), and (3) actual costs incurred in settlement of terminated contracts with sub-subcontractors, suppliers and other for the uncompleted portion of the Work (collectively, the ***"Termination Costs"***).

(e) **Permitted Delay**. Subcontractor shall be excused for any delay in performance or completion of the Work caused by (1) acts of God, public utilities or public bodies, (2) the elements, (3) modifications requested by Builder, and (4) other matters Subcontractor could not reasonably anticipate, control or avoid (***"Permitted Delays"***), so long as Subcontractor has provided Builder with written notice within five (5) days after the occurrence of such delay of the nature and the anticipated length of such delay. In such event, the Completion Date shall be extended for a period equal to the Permitted Delay to the extent that it affects the critical path for performance of the Work as set forth in the Work Schedule, and provided that Subcontractor gives Builder written notice of the nature of the delay and any anticipated changes in the Work Schedule at or before the next weekly construction conference call. Subcontractor shall not be entitled to any additional compensation for any Permitted Delays except for reimbursement of the actual and reasonable additional expenses of materials, Job Site payroll, supervision costs and Job Site telephone directly resulting from the Permitted Delay.

(f) **Dispute Resolution Provisions.** Any action or claim by, between or among Owner, Builder, Subcontractor, any subcontractor of any tier, design professional, engineer or supplier who provided labor, services or materials with respect to the Work (collectively, the ***"Project Parties"***), or **"Claimant"** (as that term is defined in Exhibit G), (the **"Project Declaration"**), relating to or arising from this Agreement and/or the design or construction of the Work or any condition on or affecting the Work, including, but not limited to, breach of this Agreement, design and/or construction defects,

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surveys, soil conditions, grading, specifications, installation of improvements or disputes in which there is an alleged breach of implied or express warranties as to the condition of the Work (collectively, **"Dispute(s)"**) shall be subject to the provisions set forth below.

(i) Any Dispute brought by a Claimant against the Project Parties, or any or all of them, shall be resolved in the manner set forth in Exhibit F, entitled "Alternative Non-Adversarial Procedures" and Exhibit G entitled "Binding Dispute Resolution Procedures", attached to the Declaration, both of which Exhibits are also attached to this Agreement as ***Exhibit F***, entitled "Claimant Dispute Resolution Provisions". The Project Parties shall be deemed to be "Parties Subject to Procedures" as set forth in Section II of said "Binding Dispute Resolution Procedures." Owner and Builder under this Agreement shall have all the rights and obligations of "Builder" as that term is defined in said "Binding Dispute Resolution Procedures."

(ii) Any Dispute between Owner, Builder and Subcontractor in which a Claimant is not a party shall be resolved in the manner set forth in ***Exhibit G*** entitled "Contract Dispute Resolution Procedures" attached hereto.

2. **Sub-Subcontractors and Suppliers**. Subcontractor shall hire only sub-subcontractors and suppliers who will sign an agreement in a form mutually acceptable to Builder, the Project Lender and Subcontractor (the ***"Sub-Subcontractor/Supplier Agreement"***) under which the Sub-Subcontractor or supplier will, concerning the portion of the Work involving that Sub-Subcontractor or supplier, agree to (1) the insurance, indemnity and release set forth in Sections 6 and 7 of this Agreement and (2) participate in the resolution of any Dispute under Section 8 of this Agreement.

3. **Job Site Conditions**.

(a) **Supervision of the Work**. Subcontractor shall supervise and direct the Work at all times. In this regard, Subcontractor shall (1) enforce strict discipline and good order among its employees (and those of its sub-subcontractors and suppliers), (2) faithfully and rigidly observe and ensure that its agents, employees, suppliers and sub-subcontractors so observe, all (A) Laws and prudent business practices, and (B) rules of Builder and Subcontractor in effect at the Job Site from time to time, and (3) not employ or allow at the Job Site any unfit person or anyone not skilled in the work assigned to him. Any person Builder determines to be incompetent, disorderly or otherwise unsatisfactory shall be immediately removed from the Job Site and shall not again be employed at the Job Site or at any other job of Builder. At all times during the work, Subcontractor shall not allow its own employees, its sub-subcontractors' employees, or any other persons associated with the Work to (1) consume alcoholic beverages or illegal substances at the Job Site, (2) perform any labor or work or traveling to or from the Job Site while under the influence of alcohol or illegal substances, and (3) bring pets or firearms to the Job Site.

AQ-1 Tier IV Off-Road Construction Equipment. All off-road diesel-powered equipment rated at 50 horsepower or greater used on the project site during construction of the project shall be USEPA Tier IV (or better) certified or have CARB approved engine/exhaust retrofit kits to result in equivalent emissions. Prior to issuing permits, the City shall verify that construction contracts specify the off-road equipment certification or retrofit requirements. The applicant shall compile and maintain an inventory, including documentation of engine certification or emissions retrofits, of all off-road diesel-powered equipment rated at 50 horsepower or greater used on the project site during construction. The inventory shall be available for review and verification by the City on demand.

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NOI-1 Construction Noise Management Plan. A Construction Noise Management Plan that describes the measures included on the construction plans minimize temporary noise at nearby residences shall be prepared by the project applicant and submitted to the City for approval prior to issuance of the grading permit. At a minimum, the following measures shall be included to minimize construction noise:

- Construction equipment shall be properly outfitted and maintained with manufacturer-recommended noise-reduction devices with factory recommended mufflers.

- Mobile or fixed "package" equipment (e.g., generators and air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.

- Electrically powered equipment shall be used instead of pneumatic orinternal-combustion powered equipment, where feasible.

- Unnecessary idling of internal combustion engines (e.g., in excess of 5 minutes) shall be prohibited.

- Material stockpiles and mobile equipment staging, parking, and maintenance areas to be located as far as practicable from noise sensitive receptors.

- The use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only.

- The project applicant shall notify residences within 500 feet of the project's property line in writing within one week of any construction activity requiring the use of heavy construction equipment. The notification shall describe the activities anticipated, provide dates and hours, and provide contact information with a description of a complaint and response procedure.

- The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. A clear appeal process for the affected resident shall be established prior to construction commencement to allow for resolution of noise problems that cannot be immediately solved by the site supervisor.

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(b) **No Defects**. Subcontractor's commencement of the Work constitutes Subcontractor's acceptance of the work of other subcontractors previously completed or commenced, and Subcontractor's acknowledgment that the Plans and Specifications are free of defects, errors or omissions that would adversely affect Subcontractor's performance of the Work. Subcontractor waives all claims against Builder with respect thereto. If Subcontractor discovers a defect, error or omission in the Plans and Specifications, the Work or in the work of others, Subcontractor shall immediately notify Builder of such defect.

(c) **Integration of the Work**. If necessary to integrate the Work with the work of others at the Job Site, Subcontractor shall (1) cut, fit, patch or plaster the Work so that it will be properly integrated with, receive or be received by, as applicable, the work of others, and (2) alter the work of others provided (A) the prior written consent of Builder and the other subcontractors whose work will be affected is obtained, and (B) Subcontractor patches, plasters, paints, repairs and restores, at its expense, such altered work of others.

(d) **Project Status and On-Site Requirements**.

(1) **On-Site Requirement**. Subcontractor's Designated Representative must be on the Job Site on Monday through Friday of each week. Subcontractor's Designated Representative must be able to clearly communicate orally and in writing.

(e) **Signs**. Subcontractor shall not post any sign at or in the vicinity of the Job Site nor permit any of its suppliers, sub-subcontractors or employees to do so without the prior written approval of the style, size, type, color and location of the sign from Builder and each applicable governmental agency.

(f) **Hazardous Material**. Subcontractor shall not permit any Hazardous Material (as defined below) to be located, used, incorporated into the Work or brought onto the Job Site in connection with the Work unless (1) absolutely necessary because no alternative is available, (2) the precise nature and quantity of the Hazardous Material is specified in writing to Builder and (3) the prior written approval of Builder is obtained, and (4) Subcontractor complies with all Laws and prudent business practices concerning the Hazardous Material required. If Subcontractor encounters any material it reasonably believes to be Hazardous Material, or becomes aware of any incident involving Hazardous Material at the Job Site, Subcontractor shall immediately stop the Work in the area so affected and immediately report the same to Builder. Subcontractor shall also immediately notify Builder of any notice Subcontractor receives concerning the presence or use of Hazardous Material at the Job Site. Subcontractor shall be liable for all on and off-site disposal or transport of Hazardous Material (and shall sign any manifest for the transport or storage of such Hazardous Material), and for any discharge, release, injury to any person, or injury or damage to any property resulting from use of Subcontractor introduced Hazardous Material in the performance of the Work. Subcontractor shall, at its expense, cause the removal of the Hazardous Material and remedy any associated problems in accordance with applicable Laws and prudent business practices. "Hazardous Material" shall mean any substance known or believed to involve health risks and shall include but not be limited to (1) any explosives, radioactive materials, wastes or substances, (2) any substance defined as "hazardous substances," "hazardous wastes," "extremely hazardous waste," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec.

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9601, et seq., (3) any "Hazardous Material" as defined in the California Health and Safety Code, (4) any substance or matter that results in liability to any person or entity from discharge of or exposure to such substance or matter under any statutory or common law theory, (5) pesticides, asbestos containing material, formaldehyde, polychlorinated biphenyls, solvents, petroleum and motor fuel hydrocarbon material, and (6) any other substance or matter that becomes subject to any federal, state or local agency order or requirement for removal, treatment or remedial action.

(g) **Cleanup, Storage and Safety**. Subcontractor shall maintain the site of the Work and the vicinity thereof, in a clean, neat and safe condition, to Builder's satisfaction and shall (1) store all materials, supplies and equipment in appropriate containers or enclosures that are secure from access by persons not associated with the Work in locations acceptable to Builder, (2) clean up and remove from the Job Site on a daily basis all waste materials, debris and spoil of every description, which may accumulate on or about the Job Site as a result of Subcontractor's Work during the performance of the Work, and all equipment, unused material and supplies and temporary structures upon completion of the Work, (3) return each fence, barrier and obstruction that is temporarily relocated or displaced by Subcontractor to its original position and condition immediately after its relocation or displacement is no longer necessary. Any storage space or facility Builder makes available to Subcontractor to store or protect property is solely for Subcontractor's convenience and shall not release Subcontractor of its responsibility or liability for such property or for any liability or damages arising out of Subcontractor's use of the storage space or facility. No temporary structures, including construction trailers or other temporary office facilities, shall be placed or maintained at or in the vicinity of the Job Site without Builder's prior written approval. Subcontractor shall take all reasonable safety precautions in the performance of the Work, including compliance with all OSHA requirements. Subcontractor shall immediately notify Builder of any injury to any employee or agent of Subcontractor occurring at the Job Site. Should Subcontractor refuse or neglect to clean up or remove waste materials, debris and spoil upon being directed to do so by Builder, Builder may remove same or cause it to be removed by others and shall suffer a deduction from the Contract Price for the expense incurred.

(h) **Storm Water Pollution Prevention Plan**.

(i) Subcontractor acknowledges, and accepts, that this Project, and all work on this Project falls under the jurisdiction of the National Pollutant Discharge Elimination System (NPDES) General Permit and that this project has a Sewer Water Pollution Prevention Plan (SWPPP) program that has been submitted to the NPDES and is implemented on this site.

(ii) Included in the SWPPP program is the requirement for the implementation of Best Management Practices (BMP's), as approved by the NPDES and the SWPPP program, to control the disposal of pollutants to surface water.

(iii) Subcontractor acknowledges, and accepts, that Subcontractor is solely responsible for the implementation of all SWPPP and BMP requirements in connection with Subcontractor's operations when on the Job Site.

(iv) Subcontractor acknowledges, and accepts, that any violations, or fines, associated with noncompliance by Subcontractor of the aforementioned requirements shall be borne solely by Subcontractor.

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(v) Subcontractor acknowledges, and accepts, that any violations, or fines, assigned to Owner, or Builder, due to Subcontractor's failure of compliance to NPDES and SWPPP project requirements shall be the responsibility of Subcontractor for payment thereof.

(vi) Included, but not limited to, are the following BMP's which shall be adhered to by the Subcontractors working on the Project:

(vii) Every Subcontractor is responsible for all trash generated by his operation. This includes paper trash (i.e. cigarette butts, lunch wrappers, material wrap and containers).

(viii) All trash is to be properly disposed of in designated trash bins/areas, per NPDES, SWPPP, BMP's and/or the direction of the Builder.

(ix) All materials are to be neatly stacked in appropriate areas on a continuing and daily basis.

(x) During the course of work and at the end of each day, the Job Site is to be maintained in a clean and workman like manner and in complete compliance with all NPDES and SWPPP requirements. Subcontractor is responsible to ensure that this requirement is met by Subcontractor's employees, subcontractors and workmen during the course of Subcontractor's Work.

(xi) It is Subcontractor's sole responsibility to know, and be familiar with, the NPDES, SWPPP, and BMP's for the Project. Subcontractor is responsible for on-going training of Subcontractor's workmen/employees pertaining to these requirements and is responsible that Subcontractor's workman/employees adhere to, and practice BMP's during the course of their work on the Project. All SWPPP and BMP requirements are on file with the Builder and are available for review by all persons working on the Project.

4. **Examination by Subcontractor**.

(a) **Review of Relevant Matters**. Subcontractor represents and warrants to Builder that it has examined, investigated and familiarized itself with: (1) the Plans and Specifications (provided by Builder); (2) the Project Requirements, (3) the nature and location of the Job Site; (4) the location of all utilities that may affect or interfere with the Work; (5) the conformation of the ground and improvements on which the Work is to be performed; (6) the character, quality and quantity of the materials, equipment and facilities necessary to complete the Work in a good and workmanlike manner and within the time frames identified in the Work Schedule; (7) the general and local conditions relating to the Work; and (8) all other matters that may affect Subcontractors performance of this Agreement.

(b) **No Reliance on Builder**. Subcontractor represents and warrants to Builder that it enters into this Agreement relying on its own examination and investigation of the matters described in Section 60 above and not on any representation or information relating to the Job Site or the Work (or the completion thereof) made by Builder or any agent of Builder not expressly contained in this Agreement.

(c) **Satisfaction with Plans**. Subcontractor shall promptly report to the Builder any design errors or omissions it notes in the Plans and Specifications. Builder acknowledges that Subcontractor is not a licensed design professional and Subcontractor's review of the

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Plans and Specifications has been made solely in its capacity as a licensed and experienced Subcontractor. Subcontractor is not required to ascertain whether or not the Plans and Specifications comply with applicable laws, statutes, ordinances, building codes or governmental regulations (collectively, the ***"Governmental Requirements"***); however, Subcontractor shall report to Builder any nonconformity Subcontractor notes or which is made known to Subcontractor.

5. **Warranty, Testing and Correction**.

(a) **Warranty of Materials and Workmanship**. Notwithstanding that any labor, equipment, or material furnished or installed by Subcontractor has been approved or accepted by Builder or any governmental agency, Subcontractor warrants that all labor, material, equipment, and fixtures furnished, installed or performed by it (or by its sub-subcontractors or materialmen) hereunder shall be of good quality, free of any faults and defects including patent or latent defects, shall comply with all applicable law (including, without limitation, Civil Code §896 to the extent it is applicable), and shall be completed as required in this Agreement. This warranty shall survive as long as Builder may be held liable for the matters warranted hereunder until all applicable statutes of limitations have expired (including, without limitation, those set forth in Civil Code §896 to the extent applicable), but in no event less than one (1) year after the date of completion and final acceptance of the Work. The above warranty shall not limit or affect other warranties or guarantees expressly or impliedly made by Subcontractor or any of its sub-subcontractors or materialmen and shall not limit or affect any remedies concerning express or implied warranties or negligent or willful acts or omissions of Subcontractor or any of its sub-subcontractors or materialmen. The above warranty shall be for the benefit of the Owner, Builder, Project Lender and their respective successors and assigns.

(b) **Testing and Inspection of the Work**. Subcontractor shall, at its expense, obtain all inspections and approvals required by any Laws or other guidelines of any public authority having jurisdiction over the Work, and any approvals reasonably required by any private third party inspector(s) retained by Builder for the Project. Subcontractor shall furnish Builder with originals of all certificates of inspection, testing and approval. Builder shall not be responsible for reviewing, nor shall its review and acceptance of the Work or any part thereof be deemed an endorsement or approval of, the safety or design of the Work or any part thereof or a determination of conformance with Laws; provided, however, that Builder may test, inspect and approve the Work or cause the same to be accomplished without notice to Subcontractor. Subcontractor shall make all portions of the Work available for inspection, testing and approval by Builder and all applicable governmental authorities. Subcontractor shall notify Builder in writing of any inspection or testing that must be performed within a certain time period so as not to require modification of the Work or the work of others in connection with the inspection, testing and approval. If Subcontractor fails to so notify Builder, Subcontractor assumes full responsibility for and costs of the uncovering of the Work or the work of others to allow the required inspection, testing and approval and the restoration of the Work and the work of others so affected.

(c) **Correction and Removal of Defective Work**. Subcontractor shall, at its own expense, provide all materials and labor to correct any defects in the Work, materials or equipment supplied by Subcontractor (together with any damage to all finishes, fixtures, equipment

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and personal property damage as a result of such defects) in a manner reasonably satisfactory to Builder. Subcontractor shall begin all corrective work necessary to cure any defect in the Work, materials or equipment supplied by Subcontractor within three (3) calendar days after receiving written notice from Builder; provided, however, that any defect related to plumbing, heating, electrical, and roofing shall be completed immediately after the notice to repair if Subcontractor is performing such type of work or supplying appurtenant equipment. Subcontractor shall diligently prosecute all corrective work to completion. Subcontractor shall report to Builder in writing all action Subcontractor took to remedy the defective Work, materials or equipment and shall obtain the Builder's signature acknowledging its satisfaction of the corrective work. If any defect is not satisfactorily remedied in the above specified time, or Builder may, at its election, remedy such defect. If Builder remedies a defect for Subcontractor, Subcontractor shall pay to Builder the costs of all corrective work plus interest at the Default Rate from the date the corrective work is completed until the correction costs are paid by Subcontractor.

6. **Insurance**. Subcontractor shall participate, procure and maintain insurance coverage that satisfies the requirements set forth on ***Exhibit I*** attached hereto (the ***"Insurance Requirements"***).

(a) **Certificates.** Before Subcontractor commences any Work at or prepares or delivers material to the Job Site, Subcontractor shall provide Builder with both Certificates of Insurance and additional insured endorsements evidencing coverage and all specifications as set forth in the Insurance Requirements.

(b) **Failure to Obtain.** Should Subcontractor fail to comply with the Insurance Requirements, or should Subcontractor fail to timely renew the insurance coverage required under the Insurance Requirements, Builder shall have the right, at Builder's election, without obligation, (1) to obtain such coverage on Subcontractor's behalf, at Subcontractor's expense, from any insurance carrier selected by Builder in Builder's sole discretion; or (2) to terminate this Agreement as provided in Paragraph 13, below. Builder shall have the right to offset the costs of premiums for such insurance against any sums payable to Subcontractor under this Agreement.

(c) **Wrap-Up-Coverage.** Builder is procuring a project "wrap-up insurance" or "Owner Controlled Insurance Program" ("***OCIP***"), at Builder's expense, covering Subcontractors. After Builder finalizes the OCIP, Subcontractor agrees to promptly enroll in the OCIP, which includes taking such reasonable actions (such as providing requested information and signing documents) as may be requested by Builder or the OCIP administrator. Subcontractor further agrees to comply with all requirements of the OCIP.

7. **Indemnification and Release**.

(a) **Indemnity**. To the fullest extent permitted by law (including without limitation, Civil Code §2782, the terms of which are incorporated herein by reference) and with the understanding that in no event shall this Paragraph 7(a) be construed to require indemnification by Subcontractor to a greater extent than that permitted under California law, Subcontractor shall indemnify, defend (with counsel acceptable to the Indemnified Parties as defined below), and hold harmless Owner, Builder, Project Lender and their members, partners, consultants, affiliates, successors and assigns (collectively, the ***"Indemnified Parties"***) from and against any and all losses, damages, liabilities,

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demands, expenses, costs, debts, causes of action, suits, penalties, fines, judgments, claims and liens (including mechanics' liens and stop notices), including attorneys' fees, consulting costs, and court costs (collectively, ***"Claims"***), for injury (including, without limitation, bodily injury and/or personal injury) to or death of persons (including, any employee of the Builder or any of the Indemnified Parties), damage to property, including loss of, or loss of use of property, or other loss arising out of, or relating in any way, directly or indirectly, to: (1) Subcontractor's Work; (2) Subcontractor's breach of or default of its obligations hereunder; or (3) the presence, or activities conducted, in, at or about the Project by Subcontractor, or any of its employees, agents or representatives. Subcontractor's obligations under this Paragraph 7(a) shall apply regardless of the nature of Subcontractor's conduct, acts or omissions. Actual or alleged negligence or fault on the part of Subcontractor is not a prerequisite to Indemnified Parties' rights to defense and indemnification hereunder. Provided, however, Subcontractor shall not be obligated to defend or indemnify the Indemnified Parties for the negligence or willful misconduct of the Indemnified Parties, for defects in design furnished by Indemnified Parties, or to the extent the claims do not arise out of, pertain to, or relate to Subcontractor's work. Subcontractor shall not be obligated to indemnify Indemnified Parties only to the extent prohibited by law, it being intended that Subcontractor shall be required to indemnify Indemnified Parties to the maximum extent permitted by law. Subcontractor's duties hereunder shall be triggered upon written tender of the claim, or relevant portion thereof, to Subcontractor which includes all of the information provided to Builder by the claimant(s). This written tender shall have the same force and effect as a notice of commencement of a legal proceeding. If Builder tenders a claim for construction defects, or a portion thereof, to Subcontractor in the manner specified by this provision, Subcontractor shall elect to defend or pay such claim in accordance with the terms and provisions of Civil Code Section 2782, the terms of which are incorporated herein by reference.

(b) **Disputes re Duty to Defend**. If any dispute arises between any of the Indemnified Parties and Subcontractor over Subcontractor's duty to defend or indemnify the Indemnified Parties hereunder, or Subcontractor's obligation to reimburse the Indemnified Parties for attorneys' fees and costs incurred in defending any claim, or regarding allocation of defense costs after final resolution of the claims, whether by settlement, arbitration award, or court trial, the Indemnified Parties and Subcontractor agree to submit any such dispute to binding arbitration before the American Arbitration Association, under the Construction Industry Arbitration Rules and Mediation Procedures, Fast Track Procedures. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

(c) **Payment Not a Condition**. Payment to Subcontractor by any Indemnified Party shall not be a condition precedent to enforcing such parties' right to indemnity.

(d) **Payment of Fees**. If Subcontractor fails to timely and adequately perform its obligations under paragraph (1) of subdivision (a) above, Builder shall have the right to pursue a claim against Subcontractor for any resulting compensatory damages, consequential damages, and reasonable attorney's fees. If Subcontractor fails to timely perform its obligations under paragraph (2) of subdivision (a), Builder shall have the right to pursue a claim against Subcontractor for any resulting compensatory and consequential damages, as well as for interest on defense and indemnity costs, from the date incurred,

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at the rate set forth in subdivision (g) of Civil Code section 3260, and Builder's reasonable attorney's fees incurred to recover these amounts. Builder shall bear the burden of proof to establish both Subcontractors' failure to perform under either paragraph (1) or (2) of subdivision (a) and any resulting damages. If, upon request by Subcontractor, Builder does not reallocate defense fees to subcontractors within 30 days following final resolution of the claim as described above, Subcontractor shall have the right to pursue a claim against Builder for any resulting compensatory and consequential damages, as well as for interest on the fees, from the date of final resolution of the claim, at the rate set forth in subdivision (g) of Civil Code Section 3260, and Subcontractor's reasonable attorney's fees incurred in connection therewith. Subcontractor shall bear the burden of proof to establish both the failure to reallocate the fees and any resulting damages.

(e) **Cumulative Rights**. The contractual right of indemnification provided to the Indemnified Parties hereunder shall be cumulative to all rights of equitable indemnity to which the Indemnified Parties may otherwise be entitled; provided, however, that reservation of the right of equitable indemnity shall not apply to reduce or decrease any rights of indemnity provided to the Indemnified Parties pursuant to the terms of this Agreement and this Paragraph 7.

(f) **No Limitation of Other Obligations**. The obligations of Subcontractor pursuant to this Paragraph 7 are not to be construed to negate or reduce any other right or obligation or indemnification which would otherwise exist as to any party or person described in this Paragraph 7. The indemnity obligation set forth in this Paragraph 7 is limited by the insurance requirements of Paragraph 6. The provisions of Paragraph 7 shall not be construed to limit Subcontractor's obligation to comply with the insurance obligations contained in Paragraph 6. The obligations of Subcontractor pursuant to this Paragraph 7 in connection with any Claims against any of the Indemnified Parties by any employee of Subcontractor, any sub-subcontractor, anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits, including, without limitation, under workers' compensation acts, disability benefit acts or other employee benefit acts, payable by or for Subcontractor, any sub-subcontractor, anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable. The provisions of this Paragraph 7 shall survive the termination or expiration of this Agreement.

(g) **Include in Sub-Subcontracts**. Subcontractor shall include in all agreements with sub-subcontractors of all tiers, clauses substantially similar to Paragraph 7 wherein the sub-subcontractor agrees to indemnify Subcontractor and Indemnified Parties and wherein the sub-subcontractor agrees to be liable to Indemnified Parties for loss of or damage to their property.

(h) **Waiver**. To the maximum extent permitted by law, Subcontractor waives any rights it may have against any of the Indemnified Parties for claims, demands, expenses, debts, damages, and liabilities, including lost wages, pain and suffering, permanent or temporary disability, medical and hospital expenses, attorneys' fees and costs of repair and replacement of Subcontractor's property, which arise out or relate to (1) the physical condition of the Job Site and the vicinity thereof; (2) vandalism, theft or any other willful or negligent act by any person or entity at the Job Site or in the vicinity thereof, including the operation of a motor vehicle; or (3) the activities, omissions or behavior, whether or

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not negligent, of suppliers and other subcontractors and sub-subcontractors, whose services have been or are being utilized by or on behalf of Owner, as well as the activities, omissions or behavior of their agents and employees, whether or not actively or passively negligent. However, nothing in this paragraph 7 shall release any of the Indemnified Parties from liability for their own willful or negligent acts.

(i) **Application of Civil Code Section 2782.9**. The indemnity provision set forth in this Paragraph 7 shall be unenforceable to the extent required by Civil Code Section 2782.9 (*i.e.*, for claims covered by wrap insurance for residential construction projects).

8. **Trade Unions and Employees**.

(a) **Labor Relations/Subcontractor**. Subcontractor shall comply with all terms of any valid collective bargaining agreement or other labor agreement governing the Work. Nothing in this Agreement shall relieve Subcontractor of its obligation to provide adequate staff to perform the Work in the manner prescribed by this Agreement. Immediately upon receipt of Builder's oral or written request, Subcontractor shall furnish Builder with a copy of (1) each collective bargaining agreement or other labor agreement governing compensation of Subcontractor's employees and any other person associated with the Work, (2) Subcontractor's payroll records demonstrating that Subcontractor is not delinquent concerning payment of its employees, and (3) Subcontractor's records demonstrating that Subcontractor is not delinquent payments to health and welfare, pension, vacation, apprenticeship, or other union fringe benefit trust funds.

(b) **Labor Relations/Subcontractor's Agents**. Within five (5) business days of a receipt of a written request from Builder, Subcontractor shall obtain and furnish Builder with (1) statements from each union fringe benefit trust fund established as a result of every collective bargaining agreement or other labor agreement applicable to the Work, including the collective bargaining agreement or other labor agreement governing the employees of Subcontractor's subcontractors, (such statements may be demanded by Subcontractor or any of its subcontractors from such trust funds pursuant to California Civil Code Section 3111.5), (2) a copy of each collective bargaining agreement or other labor agreement governing compensation of the employees of Subcontractor's subcontractors, (3) each such subcontractor's payroll records demonstrating that such subcontractor is not delinquent concerning payments of its employees, and (4) each such subcontractor's records demonstrating that such subcontractor is not delinquent with respect to payments to health, welfare, pension, vacation, apprenticeship, or other union fringe benefit trust funds.

(c) **Labor Relations/Breach**. If Subcontractor or any of its subcontractors are or become, during the term of this Agreement, delinquent in the payment to the appropriate health, welfare pension, vacation or apprenticeship fund or funds (and regardless of whether the employees involved are employed on the Job Site or elsewhere), Builder may (1) deduct the full amount of such delinquencies from payments to be made to Subcontractor hereunder and without recourse by Subcontractor, (2) pay such amount so deducted without inquiry as to the correctness of the amount or the validity of such claimed delinquencies, (A) directly to the appropriate fund or funds, or (B) by joint check payable to Subcontractor and the appropriate fund or funds.

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9. **Liens and Stop Notices**. Subcontractor shall pay when due, all claims asserted and debts in favor of persons or entities who furnish labor, material, services, fixtures, or equipment applied to or utilized in the performance of the Work. Subcontractor shall not cause or permit (a) the recordation of any claim of lien on Builder's property, (b) the imposition of any stop notice on funds held by a Project Lender that are intended to be paid to Builder pursuant to an agreement to finance completion in whole or in part of the Project, and (c) the garnishment or attachment of funds held by Builder, by promptly satisfying all claims and debts asserted against Subcontractor or sub-subcontractors by such persons or entities. In addition, Subcontractor shall use all possible means to (x) cause Builder's property to be released from all claims of lien, (y) all funds withheld from Builder on account of stop notices to be released from the effect of such notices, and (z) all suits to be dismissed against Builder, within 14 days after each such claim of lien has been recorded against Builder's property, each such stop notice has been served upon a Project Lender and each such suit is brought against Builder. Subcontractor shall not apply any payments made by Builder to satisfy claims of suppliers, materialmen, sub-subcontractors, utilities, or insurance companies unless such claims have arisen as a result of the work described in the Invoice being paid by Builder. Subcontractor shall send, and shall require any sub-subcontractors to send a copy of any and all preliminary lien notices and other mechanics' lien information required to be sent to the "owner" of the Project to TH THE PRESERVE CHINO LLC, 3001 Bishop Drive, Suite 100, San Ramon, California 94583 or such other address as Builder may provide in writing.

10. **Bonding**.

(a) **Faithful Performance Bond**. Builder may at any time require Subcontractor to furnish a faithful performance bond issued in a form and by a surety company acceptable to Builder securing the Subcontractor's faithful performance of its obligations under this Agreement, in an amount not less than the value of the Work remaining to be performed. Upon Builder's request, Subcontractor shall indemnify the surety or post adequate collateral, or both, to secure any indemnity to any surety.

(b) **Labor and Material Payment Bond**. Builder may at any time require Subcontractor to furnish a labor and material payment bond issued in a form and by a surety company acceptable to Builder, securing Subcontractor's payment of all monies owed to its employees, subcontractors, suppliers and any other persons or entities who may claim a mechanics' lien or materialmen's lien upon the Job Site. Upon Builder's request, Subcontractor shall indemnify the surety or post adequate collateral, or both, to secure any indemnity to any surety. The labor and material payment bond shall be an amount not less than one hundred and fifty percent (150%) of the Contract Price.

11. **Default and Remedies**.

(a) **Failure to Perform**. Subcontractor's failure to comply with any of the provisions of this Agreement constitutes a material default by Subcontractor (each a ***"Material Default"***), and Builder may, take any one or more of the following remedial actions, none of which shall be deemed exclusive of any other (other than subparagraph 11(4) of this Paragraph 11(a):

(1) Any remedy provided elsewhere in this Agreement, including termination of this Agreement for a Material Default.

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(2) If Subcontractor fails to remedy any default within 48 hours after receipt of written notice at the address appearing on the signature page of this Agreement or such longer period as is reasonably necessary if such breach cannot be cured within such 48 hour time period (provided Subcontract commences to cure immediately and thereafter diligently prosecutes such cure to completion), Builder may elect to terminate the Subcontractor's right to perform the Work in whole or in part without liability to Subcontractor for any Work thereafter performed by Builder or anyone else. In such event, Builder may: (1) complete the Work or correct any failures in the Work and procure such equipment, labor and materials as is necessary therefor, and in so doing use any of Subcontractor's equipment and consume any materials on the Job Site until it is completed, and Subcontractor shall pay Builder the cost of such completion or correction, plus 15% of such costs to compensate Builder for overhead and administration; (2) sue for and recover from Subcontractor the reasonable value of all or a portion of the cost to complete the performance of the Work; (3) sue for and recover from Subcontractor all damages arising out of such default, including but not limited to, loss of profits and recovery of any and all costs and expenses whatsoever directly or indirectly related to such default, or (4) pursue all alternatives under (1), (2) and (3). If Builder completes the Work, Subcontractor shall receive no further payment until the Work is completed. When the Work is completed, Builder shall pay Subcontractor the amount owing on the Contract Price less all of the costs Builder incurred in completing the Work, the 15% markup described above and any attorneys' fees incurred by Builder as a result of such breach.

(3) Builder may withhold payment of any monies due until the default has been cured.

(4) Subcontractor acknowledges that if Subcontractor breaches this Agreement by delay in commencing or completing the Work (for any reason other than a Permitted Delay as defined in Paragraph 1(e) above), the damages Builder would suffer (***"Delay Damages"***) would include, among other items, losses, payments, liabilities and damages resulting from additional direct costs (including such items as Job Site payroll, cost of supervision, cost of site office facilities, Job Site telephone and rental value of any equipment not being utilized in connection with the other Work being performed at the Job Site), additional overhead expenses of the main office (including such items as salaries of executives and all other personnel, rent, and utilities), increased labor and material costs, and damages Builder may be required to pay to other subcontractors and third parties. Subcontractor also acknowledges that such Delay Damages would be difficult and impracticable to ascertain. Therefore, for any day Subcontractor fails to commence or complete the Work required, Subcontractor shall pay Builder, upon demand, liquidated damages in the amount of **Five Hundred and no/100 Dollars** ($500.00) (the ***"Per Diem Delay Damages Amount"***) for each day of delay. The parties agree that the liquidated damages amount is a fair and reasonable approximation of the Delay Damages and shall be Builder's sole and exclusive remedy on account of any such delay. Such liquidated damages may be deducted from amounts otherwise due Subcontractor. If the liquidated damages are not paid upon Builder's demand, and the amounts otherwise due Subcontractor by Builder are less than the amount of the liquidated damages, the difference shall bear interest from the date of demand at the Default Rate (defined in Paragraph 14(n)), until paid in full by Subcontractor.

(5) Builder may pay any sums to any such persons, firms, itself or other entities to whom Subcontractor is obligated and to charge such sums paid to the account of Subcontractor without recourse by Subcontractor and without inquiry as to the validity of such obligation and the correctness of the amount thereof. If such sum is greater than the amount then due Subcontractor, the excess shall be a debt due from Subcontractor to Builder and shall bear interest at the Default Rate from the date due until paid.

Trumark : Initial BL _____ Subcontractor : DS _____

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(6) Any and all such other remedies as may be provided at law or in equity.

(b) **Termination Events**. Builder may terminate Subcontractor's right to do the Work by giving Subcontractor at least 24 hours written notice at any time after the occurrence of any of the following events (1) a Material Default of this Agreement, (2) the filing of a petition for relief under the Bankruptcy Code or the institution of any other insolvency proceedings by, against, or on behalf of Subcontractor, (3) the appointment of a receiver for Subcontractor, (4) the death, dissolution or liquidation of Subcontractor, (5) the transfer to others of more than twenty-five percent (25%) of the assets or ownership interest of Subcontractor, and (6) any act of insolvency by Subcontractor. If an order for relief is entered under the Bankruptcy Code for the benefit of Subcontractor, Builder may terminate Subcontractor's right to do the Work by giving 24 hours' notice to Subcontractor, its trustee and its surety, if any, unless Subcontractor, the surety or its trustee: (1) within 72 hours cures or takes action to cure all defaults of Subcontractor, (2) provides Builder adequate assurance of performance under this Agreement, (3) makes Builder whole for all loss suffered by Builder as a result of Subcontractor's default, and (4) assumes all obligations of Subcontractor within statutory time limits.

(c) **Termination by Builder**. Builder may also terminate this Agreement at any time by notifying Subcontractor in writing if (1) Owner sells the property on which the Work is being performed, (2) upon thirty (30) days prior written notice to Subcontractor or (3) Owner is unable to procure a construction loan from a Project Lender on terms satisfactory to Owner. In such circumstance, Subcontractor shall be entitled to receive an amount equal to the Termination Costs. Subcontractor shall not be entitled to any additional compensation or damages as a result of the termination of this Agreement pursuant to this Paragraph 110.

(d) **Assignment of Contracts Upon Termination**. If Subcontractor's right to perform the Work is terminated, any agreement of Subcontractor relating to the Work with third parties shall, at the election of Builder, be assigned to Builder without the need for further documentation.

(e)

12. **Subcontractor Representations**. Subcontractor represents, warrants and covenants the following to Builder:

(a) **Authority**. Subcontractor is duly organized, validly existing and in good standing under California law. Subcontractor has all necessary powers to carry on its business. Subcontractor has the right, power, legal capacity and authority to enter into this Agreement. This Agreement and each document or instrument to be executed by Subcontractor pursuant to this Agreement, are and shall be valid, legally binding obligations of and enforceable against Subcontractor in accordance with their terms. Subcontractor has taken all necessary action to authorize the execution, delivery and performance of this Agreement. No further, approval or authority of any nature or other action by any person or entity is required in connection with the execution and delivery of this Agreement by Subcontractor, and the performance of the Work by Subcontractor.

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(b) **Litigation**. Except as disclosed to Builder in writing concurrently with the execution of this Agreement by Subcontractor, there is no suit, action, arbitration, or legal administrative or other proceeding, or non-insured workers' compensation claim or governmental investigation pending or threatened, after doing diligent inquiry, against or affecting Subcontractor. Subcontractor is not in default concerning any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality. No attachments, execution proceedings, assignments for the benefit of creditors and insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against Subcontractor or to its knowledge, any general partners of Subcontractor nor are any of such proceedings contemplated.

(c) **Financial Capability**. Subcontractor is and will remain financially solvent and financially capable of discharging its obligations under this Agreement.

(d) **Skill**. Subcontractor and everyone acting on its behalf in connection with the Work is skilled in performing the Work, and shall perform the Work, with the means, methods, techniques, sequences and procedures related to completing the Work in the most expeditious and economical manner consistent with the interest of Builder. Subcontractor is familiar with all manufacturer's instructions and specifications concerning the Work and the application, connection, erection and use of all equipment, materials and supplies incorporated into or that are a part of the Work. Subcontractor is also familiar with all Laws applicable to the Work.

(e) **Safety Program**. Subcontractor, Subcontractor's employees, sub-subcontractors and their employees shall comply with all applicable federal, state, local, and other legally required safety and health standards, orders, rules, regulations, and other laws. In the event any insurer of liabilities stemming from the Project require adherence to particular safety requirements, Subcontractor shall ensure compliance with said requirements. Subcontractor shall establish and maintain a safety program that shall be monitored and enforced by Subcontractor at all times. A copy of the safety program shall be provided to Builder prior to commencing the Work. Subcontractor shall bear full financial responsibility, as between the parties to this Agreement, for the compliance of all persons mentioned in the previous sentences. If Subcontractor's employees, sub-subcontractors, or their employees fail to comply, Builder may give notice of default to Subcontractor, and Subcontractor shall correct improper conditions within 24 hours after Builder issues a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter. Subcontractor shall provide to Builder copies of memoranda of all safety meetings. Subcontractor shall also provide, within five (5) business days of Builder's request, all documents or information as requested of Subcontractor regarding any OSHA citations or inspections on other projects. Such information may include but not be limited to, safety records or history, OSHA citations, or such other data or information as Builder may reasonably request.

(f) **Licenses**. Subcontractor has and shall purchase and maintain all licenses and permits necessary to perform the Work and all other obligations of Subcontractor under this Agreement.

(g) **Agreement**. Subcontractor has read and has familiarized itself with all of the provisions of this Agreement on its own and without relying on any information obtained from Builder other than the information specifically referenced in this Agreement.

Trumark : BL

Subcontractor : DS

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13. **Subcontractor's Duty to Provide Notice of Address Change Until Expiration of All Applicable Statutes of Limitation.** Until all statutes of limitation applicable to all aspects of the Work have expired, or for ten (10) years following the completion of Work, whichever is longer, Subcontractor shall promptly provide written notice to Builder of any change of address of Subcontractor's place of business. Such notice shall be given in writing and mailed to Builder at the address immediately below Builder's signature on this Agreement, or to such other address as Builder may designate.

14. **Miscellaneous.**

(a) **Nondiscrimination**. Subcontractor shall comply with all nondiscrimination Laws to the extent applicable to Subcontractor's performance of this Agreement.

(b) **Joint Payment**. Builder may, at its election and without the Subcontractor's consent, make any payment due hereunder jointly to Subcontractor, any of its sub-subcontractors, materialmen, suppliers, and any other persons or entities who may perfect a mechanics' lien or materialman's lien as a result of the Work.

(c) **Construction**. Whenever used in this Agreement, the singular shall include the plural and the plural the singular. The word "including" means "including without limitation."

(d) **No Waiver**. Builder's express or implied waiver of any provision of this Agreement shall not constitute a future or further waiver by Builder of the same or other provision of this Agreement. Delay in the enforcement of any remedy, or in the exercise of any right, shall not be a waiver.

(e) **Entire Agreement**. This Agreement and all of the addenda, attachments, schedules and exhibits hereto, which are hereby incorporated into this Agreement by this reference, are the entire agreement between the parties, and supersede all previous communications, representations or agreements, either written or oral, between the parties hereto concerning the subject matter hereof. Any changes to this Agreement (including any change to any of the attachments hereto) must be in writing to be effective and signed by each party's respective Designated Representatives.

(f) **Counterparts**. This Agreement may be executed in counterparts. Each counterpart is an original, and all counterparts together shall constitute one instrument.

(g) **Severability**. If any portion of this Agreement is declared by court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions shall remain in full force.

(h) **Assignment**. Builder and Owner may, assign all or part of this Agreement at any time, without the consent of Subcontractor. Subcontractor may not assign or further subcontract any portion of the Work or its obligations hereunder or assign, transfer, convey or otherwise dispose of this Agreement or its right, title or interest in or to this Agreement or any part hereof without the prior written consent of Builder and any sureties under bonds or guaranties made in favor of Builder concerning the Work. Builder's consent to an assignment shall not release Subcontractor from (1) any obligation otherwise imposed upon Subcontractor by this Agreement, (2) the consequences of a breach of this Agreement by Subcontractor's assignee or Sub-Subcontractor, or (3) the

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failure of Subcontractor's assignee or Subcontractor to satisfy all of the warranties made by Subcontractor in this Agreement. If Subcontractor is a corporation, a change in ownership of 25% or more of its stock, whether in one or more transactions, shall constitute an assignment of the Work. Subcontractor acknowledges the reasonableness of this provision due to the personal service nature of this Agreement.

(i) **Title to Improvements**. Title to all materials, fixtures, Plans and Specifications and Shop Drawings shall be deemed vested in Builder when and as the same shall have been installed, affixed permanently to the realty or otherwise delivered to Builder. Builder shall not be liable for loss or damage to any material or fixtures as to which title is not then vested in Builder at the time of such loss or damage whether such material or fixtures are on the Job Site, in transit, under the control of Builder, or otherwise.

(j) **Interpretation and Governing Law**. This Agreement shall be construed fairly and as though prepared by both parties. This Agreement shall be governed by California law.

(k) **Time**. Time is of the essence of this Agreement and each provision where time is a factor.

(l) **Independent Subcontractor**. Subcontractor is an independent Subcontractor and shall, at its sole expense, and without increase in the Contract Price, comply with all Laws and pay all manufacturers' sales, use and processing taxes and all federal, state and local taxes.

(m) **Survival of Obligations**. Any indemnity, guaranty, representation or warranty given by Subcontractor to Builder and other Indemnified Parties in this Agreement shall survive the expiration or termination of this Agreement.

(n) **Third Party Beneficiaries**. Owner shall be a third party beneficiary to all of the rights, but not the obligations, of Builder pursuant to the terms and provisions of this Agreement with the right to enforce the same in Owner's sole and absolute discretion, which rights shall be assignable to Owner's successors and assigns without the consent of any third party. Except as expressly provided in the previous section, this Agreement is between Builder and Subcontractor. Except as expressly set forth herein, no other person or entity is intended to be, nor shall be, benefited by the terms hereof, whether as a third party beneficiary or otherwise.

(o) **Default Rate**. As used herein, the term "Default Rate" means the maximum legal rate which may be charged at the time.

(p) **Project Lender Requirements**. Subcontractor shall sign such additional documents and take such additional actions as the Project Lender may require in connection with its Project loan, including any additional Invoice requirements.IN WITNESS WHEREOF, the parties hereby acknowledge that they have reviewed the terms and provisions of the General Conditions and agree to abide and be bound by the same.

Initial

Trumark : BL

DS

Subcontractor : .

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TH THE PRESERVE CHINO LLC
D.L. LONG LANDSCAPING, INC
COST CODES: 53600

EXHIBIT A
TO
SUBCONTRACT AGREEMENT

Scope of Work – SEE ATTACHED

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EXHIBIT B
TO
SUBCONTRACT AGREEMENT

SCHEDULE OF PRICING
(SEE ATTACHED).

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EXHIBIT C
TO
SUBCONTRACT AGREEMENT

WORK SCHEDULE

Subcontractor shall complete the Work according to the Builder's schedule or as otherwise required by the Agreement and/or applicable Laws.

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TH THE PRESERVE CHINO LLC
D.L. LONG LANDSCAPING, INC
COST CODES: 53600

EXHIBIT D
TO
SUBCONTRACT AGREEMENT

FINAL PAYMENT CERTIFICATE

_____ (***"Subcontractor"***) hereby certifies the following to Trumark Construction Services, Inc., a California corporation (***"Builder"***) and _____ (***"Project Lender"***) in connection with the "Work" described in the Subcontract Agreement dated as of _____, 20__ (the ***"Agreement"***) between Builder and Subcontractor:

1. **Work Completed**. The Work has been completed and all conditions to final payment in the Agreement, including those specified in the Project Requirements, have been satisfied.

2. **Warranty Work**. During the term of Subcontractor's warranty, Subcontractor shall repair, replace or otherwise correct any defect in the Work to Builder's satisfaction promptly after Builder gives written notice to Subcontractor identifying the nature and scope of the defects. Subcontractor's warranty work includes correction of (a) the defective portions of the Work and (b) any damage to equipment, the Job Site, the home interiors or their contents, the common amenities and other improvements in the Project caused by the defective work.

3. **Transferable Warranties and Guaranties**. Subcontractor has obtained each transferable warranty or guaranty of equipment, materials or the installation thereof which is furnished by the manufacturer, supplier or installer in which all information is required to make such warranty or guaranty, legally binding, effective and benefiting Builder, and has submitted all such warranties, guaranties and related information to Builder's Designated Representative.

Signed as of _____.

_____,
a _____

By:_____

Name: _____

Its: _____

Trumark : Initial BL _____

Subcontractor : DS _____

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EXHIBIT E
TO
SUBCONTRACT AGREEMENT

CURRENT FORMS OF STATUTORY LIEN RELEASES

(Subject to modification in accordance with applicable law)

(See Attached)

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TH THE PRESERVE CHINO LLC
D.L. LONG LANDSCAPING, INC
COST CODES: 53600

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(California Civil Code § 8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: Trumark Construction Services, Inc.
Job Location: _____
Owner: TH THE PRESERVE CHINO LLC
Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Trumark Construction Services, Inc.
Amount of Check: $_____
Check Payable to: _____

Exceptions

This document does not affect any of the following:

(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
    Date(s) of waiver and release:_____
    Amount(s) of unpaid progress payment(s): $_____
(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature:_____

Claimant's Title:_____

Date of Signature:_____

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TH THE PRESERVE CHINO LLC
D.L. LONG LANDSCAPING, INC
COST CODES: 53600

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(California Civil Code § 8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: Trumark Construction Services, Inc.
Job Location: _____
Owner: TH THE PRESERVE CHINO LLC
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: $_____

Exceptions

This document does not affect any of the following:

(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature:_____

Claimant's Title:_____

Date of Signature:_____

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TH THE PRESERVE CHINO LLC
D.L. LONG LANDSCAPING, INC
COST CODES: 53600

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(California Civil Code § 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: Trumark Construction Services, Inc.
Job Location: _____
Owner: TH THE PRESERVE CHINO LLC

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Trumark Construction Services, Inc.

Amount of Check: $_____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: $_____

Signature

Claimant's Signature:_____

Claimant's Title:_____

Date of Signature:_____

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TH THE PRESERVE CHINO LLC
D.L. LONG LANDSCAPING, INC
COST CODES: 53600

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(California Civil Code § 8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: Trumark Construction Services, Inc.
Job Location: _____
Owner: TH THE PRESERVE CHINO LLC

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: $_____

Signature

Claimant's Signature:_____

Claimant's Title:_____

Date of Signature:_____

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EXHIBIT F
TO
SUBCONTRACT AGREEMENT

CLAIMANT DISPUTE RESOLUTION PROCEDURES

ALTERNATIVE NON-ADVERSARIAL PROCEDURES

(Exhibit F of the Declaration)

As used herein, the term "Claimant" shall mean an Owner or the Association entitled to present a claim under these Alternative Non-Adversarial Procedures. The term "Property" shall mean, in the case of an Owner, the Owner's Property, excluding any Association Maintained Improvements thereon, or, in the case of the Association, the Association Maintained Improvements.

Before commencing these Alternative Non-Adversarial Procedures, Claimant is encouraged to submit any claims and complaints to Builder's Customer Service Department pursuant to the customer service procedures, and to provide Builder with the opportunity to resolve the claim or complaint under the customer service procedures.

1. **Introduction:**

Before filing a lawsuit, alternative dispute resolution proceeding, arbitration, judicial reference or other action (***"Action"***) against Builder, or any other party alleged to have contributed to a violation of the Standards set forth in Chapter 2 of Title 7 of the California Civil Code, a Claimant shall first submit the dispute to, and shall comply with, the. Alternative Non-Adversarial Procedures (***"ANAP"***) set forth herein. If the alleged violation of the Standards (the ***"Alleged Violation"***) is not resolved after satisfying the requirements of the ANAP, and if the parties desire to proceed further, they shall proceed in accordance with the Binding. Dispute Resolution Procedures specified in the Declaration (***"Binding Dispute Resolution Procedures"***); provided, however, that before the Association can proceed with such Binding Dispute Resolution Procedures, the Association shall first comply with the requirements of California Civil Code Section 1375, as amended from time to time, including any successor statutes, but only to the extent such requirements are not substantially similar to the Alternative Non-Adversarial Procedures.

2. **Notice of Claim:**

A Claimant (or its legal representative) must initiate a claim for an Alleged Violation by serving written notice of the Alleged Violation (***"Notice of Claim"***) on Builder's Designated Agent for Notice of Claims identified above. The Notice of Claim shall be served by certified mail, overnight mail, or by personal delivery. If the Notice of Claim is served by certified mail it shall be deemed received three (3) business days after its deposit in the U.S. Mail. If the Notice of Claim is served by overnight mail it shall be deemed received on the day after it is deposited with the service providing the overnight mail service or if by personal delivery it shall be deemed received on the date of such delivery.

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B. The Notice of Claim shall include:

(1) The name, address and telephone number and the preferred method of contact of the Claimant;

(2) A Statement that the Claimant submits the Notice of Claim pursuant to the ANAP; and

(3) A description of each Alleged Violation in sufficient detail to enable Builder to determine the location, nature, and extent of each Alleged Violation.

C. A properly completed and served Notice of Claim shall have the same force and effect as a notice of the commencement of a legal proceeding.

6. **Builder's Acknowledgement of Claim**:

A. Builder shall provide the Claimant (or its legal representative, if any) with written acknowledgment of the Notice of Claim within fourteen (14) business days of receipt of the Notice of Claim by Builder's Designated Agent for Notice. If the Notice of Claim is served by the Claimant's legal representative or if Builder subsequently receives written notice of such legal representation, Builder shall also send a copy of its acknowledgement of the Notice of Claim to such legal representative and shall thereafter include such legal representative in all substantive communications with the Claimant.

7. **Documents:**

A. Within thirty (30) business days of a written request by the Claimant, or its legal representative, at the expense of the Claimant, Builder shall provide copies of

(1) All relevant plans, specifications, mass or rough grading plans, final soils reports, Department of Real Estate public reports, and available engineering calculations, that pertain directly to the. Claimant's Property, specifically or as part of a larger development tract, to the extent the same are connected with, or related to, the Alleged Violation, or at Builder's sole discretion, Builder may produce all such documents that are related to or connected with the Claimant's Property. The request shall be honored if it states that it is made relative to the Alleged Violation set forth in the Notice of Claim for structural, fire safety or soil issues;

(2) All maintenance and preventative maintenance recommendations that are related to. the Alleged Violation, or, at Builder's sole discretion, that are related to the Claimant's Property;

(3) All manufactured products maintenance, preventive maintenance, and limited warranty information that are related to the Alleged Violation, or. at Builder's sole discretion, that are related to the Claimant's Property; and

(4) Builder's limited contractual warranties that are related to the Alleged Violation, or at Builder's sole discretion, that are related to the Claimant's Property.

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Builder is not obligated to provide a copying service, and reasonable copying costs shall be borne by the Claimant. Builder may require that the documents be copied onsite, except that the Claimant may, at his or her option, use his or her own copying service, which may include an offsite copy facility that is bonded and insured. If Builder demonstrates that it maintained the documents, but that they later became unavailable due to loss or destruction that was not Builder's fault, Builder shall be excused from the requirements of this Section, provided Builder shall act with reasonable diligence to assist the Claimant in obtaining those documents from any government authority or other source that generated the document. The time limits specified in this Section do not apply in such case.

Instead of copying the documents, Builder may deliver to Claimant a computer disc that has the required documents electronically stored.

8. **Inspections:**

A. Builder may inspect or test the Alleged Violation within thirty (30) business days after the Claimant's receipt of Builder's written acknowledgment of the Notice of Claim.

B. Builder may inspect or test the Alleged Violation a second time within forty (40) business days after completion of the initial inspection or test. If Builder desires to perform a second inspection or testing, Builder must notify Claimant within ten (10) business days after the completion of the initial inspection and/or test.

C. Within the time frames specified above, Builder and the Claimant shall schedule the inspections and tests at a mutually convenient date and time during normal business hours, Monday through Friday unless otherwise mutually agreed to by the Claimant and Builder. If Builder has received written notice that the Claimant has retained legal representation, such scheduling shall be conducted with the legal representative, unless the legal representative is unavailable during the specified time frames.

D. Builder and the Claimant (or its legal representative) may agree in writing to extend the time frames within which to perform the inspections. If the inspections do not occur within the specified time frames due to written agreement of the parties or conditions beyond Builder's control, Builder shall not be responsible for any damages resulting from Builder's failure to perform the inspections as originally scheduled. If the inspections do not occur within the specified time frames due to the unavailability of the Claimant or its legal representative, or the failure to provide Builder with reasonable access to complete such inspections and testing, the Claimant shall be responsible for the resulting damages.

E. Builder may invite other parties, including subcontractors, material suppliers, design professionals, individual product manufacturers, warranty companies, service companies, or insurance carriers to observe or participate in any of the inspections and testing.

F. The Claimant shall provide access to all areas deemed necessary by Builder to perform and complete the inspections and testing. Builder may use such utilities as may be reasonably necessary to conduct the inspections and testing.

G. The Claimant shall not be responsible for Builder's costs to perform the inspections and testing. Builder shall pay for any damage caused by the inspection and testing. Builder

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shall restore the Property to its pre-testing condition within three (3) business days after completion of the inspection and testing unless otherwise agreed to between the Claimant and Builder.

H. At the Claimant's request, Builder shall provide the Claimant with evidence that Builder has liability insurance during any such inspections and testing.

I. Inspections and testing can be observed and electronically recorded, videotaped, or photographed by either party or its legal representative. Nothing that occurs during the inspection or testing (or any inspection or testing by the Claimant) may be used or introduced as evidence to support a spoliation defense by any potential party in any subsequent Action.

J. If the Claimant performs inspections and testing, the Claimant shall give Builder at least three (3) business days advance written notice of such inspection or testing, and Builder is entitled to observe the same.

9. Builder's Response to the Claimant's Notice of Claim:

i. Within thirty (30) business days after the final inspection, or if Builder elects not to perform any inspection, within forty five (45) business days after the Claimant's receipt of Builders written acknowledgment of the Notice of Claim, Builder shall respond in writing (***"Builder's Response"***) to the Claimant's Notice of Claim. Builder's Response shall respond to each Alleged Violation separately. Builder's Response may offer to repair, offer to provide cash settlement, or decline to make repairs or a cash settlement (a ***"Declination"***).

ii. Builder's Offer to Repair

1. An offer to repair shall include the following:

a. A detailed, statement identifying the Alleged Violation to be repaired, explaining the nature, scope, and location of the repair, and setting a reasonable completion date for the repair.

b. The names, addresses, telephone numbers, and license numbers of the contractors whom. Builder intends will perform the repair. Such contractors shall be insured and shall be responsible for alt damages or injuries that they may cause to occur during the repair. Evidence of such insurance shall be provided to the Claimant upon request.

c. A cash amount which Builder believes compensates the Claimant for applicable damages recoverable under California Civil Code Section 944 (except that investigation costs shall only be allowed to the extent such costs were reasonable and necessary), not otherwise compensated by the repairs set forth in the offer.

d. An offer to mediate the dispute pursuant to Section 8 of this ANAP.

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e. Notification of the Claimant's right to object to Builder's choice of Contractor for the following reasons:

i. The contractor identified by Builder in the offer to repair lacks insurance to cover damages or injuries that it may cause to occur during the repair.

ii. The contractor identified by Builder in the offer to repair cannot reasonably complete the repairs by the completion date set forth in Builder's offer.

iii. The contractor identified by Builder in the offer to repair performed repairs to the Alleged Violation during Builder's customer service process, and such repairs did not correct the Alleged Violation.

iv. The Claimant has had prior direct dealings with the contractor identified by Builder in the offer to repair, (other than those dealings associated with Builder's construction or repair of the Alleged Violation itself), and based on those prior dealings, Claimant has a reasonable objection to use of the contractor.

(2) If Builder elects to repair some, but not all of the Alleged Violations.

a. Builder's Response shall set forth with particularity the reasons and the support for those reasons for not repairing all Alleged Violations.

iii. Builder's Cash Offer

1. A cash offer shall include

(a) A cash amount that Builder believes compensates the Claimant for applicable damages recoverable under California Civil Code Section 944 (except that investigation costs shall only be allowed to the extent such costs were reasonable and necessary), and any other amounts Builder wishes to offer.

(b) An offer to mediate the dispute pursuant to Section 8 of this

2. A cash offer may be conditioned upon Claimant providing a written release of the Claim. The terms and conditions of the release shall be in relation to the scope and consideration of the cash offered.

3. Builder's Declination

(c) A declination shall include:

(i) A statement of the reasons why Builder rejects the Claimant's Alleged Violation.

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(ii) An offer to mediate the dispute pursuant to Section 8 of this ANAP.

b. The Claimant's Response to Builder's Offer:

i. Claimant shall have twenty (20) business days to respond in writing to Builder's Response (***"Claimant's Response"***).

ii. The. Claimant's Response to an Offer to Repair may:

1. Accept Builder's offer to repair the. Alleged Violation

2. Accept Builder's offer to repair the Alleged Violation, but object to Builder's choice of contractor for the reasons set forth in paragraph 6 8(1)(e);

i. If the Claimant provides reasonable and timely written objection to the contractor for one or more of the reasons set forth in paragraph 6 B(I)(e), and such objection is valid and cannot be corrected, Builder shall identify another contractor, in the same trade as the objected to contractor, to perform the work. Such substitute contractor shall not be owned or financially controlled by Builder, shall regularly conduct business in the county where the Property is located, and shall meet the requirements set forth in paragraph 6 B(I)(e). Builder shall notify the Claimant, in writing, of the name, address, telephone number, and license number of such contractor within thirty-five (35) business days after receiving the Claimant's notice of Objection.

ii. The Claimant shall allow Builder to perform additional noninvasive inspection, to occur at a mutually convenient date and time, within twenty (20) business days after the Claimant asserts the first objection to the contractor, to permit the alternate contractor to review the site of the repair.

iii. Unless the Claimant also requested mediation at the time it provided the written objection to the original contractor, the Claimant shall allow, during normal business hours on consecutive days, the repair to be performed by the alternate contractor.

3. Request mediation pursuant to paragraph 8;

4. If the mediation fails to resolve the dispute, the Claimant shall allow the repair to be performed by the contractor identified by Builder in the offer to repair, unless the Claimant has timely objected to such contractor, in which case, the Claimant shall allow the repair to be performed by the substitute contractor selected by Builder in accordance with paragraph 7 B (2).

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5. If Builder made a request for a release, the Claimant is entitled to accept, reject, or negotiate the terms of such a release. The Claimant's rejection of a request for release cannot be used by Builder to refuse to perform an accepted repair.

6. If the Claimant fails to respond to Builder's offer to repair within the thirty day period, the Claimant shall be deemed to have approved Builder's contractors and to have authorized Builder to proceed with the repair.

iii. The Claimant's Response to a Cash Offer may:

1. Accept or reject Builder's cash offer;

i. If the Claimant rejects Builder's cash offer, the Claimant is permitted to proceed in accordance with the Binding Dispute Resolution Provisions.

2. If Builder made a request for a release, the Claimant may accept, reject, or negotiate the terms of such a release:

i. If the Claimant rejects Builder's release, and Builder's release was a condition to acceptance of Builder's cash offer, the Claimant shall be deemed to have rejected Builder's cash offer. The Claimant will then be permitted to proceed with the Binding Dispute Resolution Provisions.

3. Request mediation pursuant to paragraph 8.

iv. The Claimant's Response to a Declination may

1. Accept or reject Builder's Declination;

i. If the Claimant rejects Builder's Declination; the Claimant is permitted to proceed with the Binding Dispute Resolution Provisions.

2. Request mediation pursuant to paragraph 8.

c. Mediation:

i. Any mediation requested hereunder shall proceed pursuant to the following provisions.

ii. The mediation shall occur within thirty (30) business days of receipt of the written request for mediation, unless otherwise mutually agreed to in writing by the participants to the mediation. If the Claimant requests both mediation and objects to the contractor identified by Builder, the mediation shall occur within thirty (30) business days after the identity of the contractor is finally determined; in accordance with paragraph 7 (B)(2), unless otherwise mutually agreed to in writing by the participants to the mediation.

iii. Unless otherwise mutually agreed to in writing by the participants to the mediation the mediator shall be from Judicial Arbitration and Mediation Services ("JAMS"), or its successor. Builder will pay for the costs of the mediator for the first four hours of the

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mediation. After four hours the parties to the mediation will equally split the costs of the mediator. Builder shall select the mediator unless another participant to the mediation agrees to split all costs of the mediator, in which case those parties shall jointly select the mediator.

iv. The mediator shall not be affiliated with any of the participants and shall have sufficient availability such that the mediation can occur within the thirty (30) business days of receipt of the written request for mediation, or other time frame mutually agreed to in writing by the participants to the mediation. The mediation shall occur at a mutually convenient location within the county where the Claimant's Property is located.

v. The expenses or fees of any witnesses, or the cost of any proofs or expert advice, shall be borne by the party calling the witness. Each party shall bear the costs and fees of its attorneys.

vi. The content of the mediation shall be confidential and covered by California Evidence Code sections 1115 et seq., or pursuant to any similar successor statute, and shall exclude the use of any testimony or evidence produced at the mediation in any subsequent dispute resolution forum, including, but not limited to, court proceedings, reference proceedings or arbitration hearings.

d. Performance of Repair:

i. Repairs to be performed pursuant to this ANAP are to commence on a mutually convenient date within fourteen (14) business days of the last of the following to occur:

1. The date the Claimant accepts Builder's offer to repair the Alleged Violation;

2. The date the Claimant gives, or is deemed to have given, Builder authorization to commence the repair;

3. The date the identity of the contractor who is to perform the repairs is finally determined, after the Claimant accepts Builder's offer to repair the Alleged Violation but objects to the repair contractor, in accordance with paragraph 7 (B)(2);

4. The date Builder obtains a permit for the repair, if a permit for the repairs is necessary, in the event that any of the events listed in (1), (2) or (3) above occurs;

5. The date the mediation proceedings are concluded, if the Claimant timely requests mediation pursuant to Article 8 above.

ii. Builder and Claimant shall schedule the commencement date. If Builder has received written notice that the Claimant has retained legal representation, the repairs shall be scheduled with the legal representative at a mutually convenient date and time within the time frames specified above, unless the legal representative is unavailable during those time frames. The time frame within which Builder has to commence the repairs

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shall be extended for adverse weather conditions and other delays beyond the reasonable control of Builder.

iii. Builder shall act with reasonable diligence to complete the repairs and obtain applicable permits, and shall ensure that the repair work is done within the time limits set forth in the offer, unless extended by the parties' written agreement, or unless delayed by events beyond Builder or the repair contractor's reasonable control.

iv. Upon request by either party, the performance of the repairs may be observed and electronically recorded, videotaped, or photographed by the parties or their legal representatives. Nothing that occurs during the repair process may be used or introduced as evidence to support a spoliation defense by any potential party in any subsequent litigation. At the request of the other party, the party performing such recording, videotaping or photographing shall provide, at the requesting party's expense, copies of the same.

v. At the conclusion of the repair, Claimant may proceed with an Action against Builder based on an allegation that the repair is inadequate and/or violates the Standard, or based on an allegation that the Claimant has not been sufficiently compensated for damages pursuant to California Civil Code Section 944 (investigation costs shall only be allowed to the extent reasonable and necessary). Such an Action shall proceed in accordance with the Binding Dispute Resolution Provisions; provided, however, that before the Association can proceed with such Binding Dispute Resolution Procedures, the Association shall first comply with the requirements of California Civil Code Section 1375, as amended from time to time, including any successor statutes, but only to the extent such requirements are not substantially similar to the Alternative Non-Adversarial Procedures

e. Subsequent Alleged Violations:

i. Subsequently asserted Alleged Violations shall be administered separately, unless otherwise agreed to by the parties. However, if a subsequently asserted Alleged Violation is for a violation of the same Standard as that which has already been initiated by the same claimant and is the subject of a currently pending proceeding hereunder, the claimant need not re-initiate the process as to the Alleged Violation.

f. Time Is Of the Essence:

i. The time periods and all other requirements set forth herein are of the essence, and unless extended by the mutual agreement of the parties, shall govern the rights and obligations under this ANAP. Builder and Claimant may, by mutual written agreement, extend any of the time periods provided herein.

ii. If Builder fails to substantially comply with the timeframes set forth in this ANAP, unless extended by the mutual written agreement of the parties, the Claimant may proceed in accordance with Binding Dispute Resolution Provisions; provided, however, that before the Association can proceed with such Binding Dispute Resolution Procedures, the Association shall first comply with the requirements of California Civil Code Section 1375, as amended from time to time, including any successor statutes, but only to the

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extent such requirements are not substantially similar to the Alternative Non-Adversarial Procedures

iii. If the Claimant does not substantially conform to the requirements of this ANAP, unless extended by the mutual written agreement of the parties, Builder shall be relieved from proceeding any further under this ANAP, and Builder may bring a motion to stay any subsequent Binding Dispute Resolution proceedings (or any proceedings under California Civil Code Section 1375, as amended-from time to time, including any successor statutes) until the Claimant has complied with the requirements of this ANAP. The court, arbitrator or referee (as applicable) in its discretion, may award the prevailing party on such a motion, his or her attorneys' fee and costs in. bringing or opposing the motion. Further, the Initiating party shall be responsible for all damages that may occur to the Property due to the delay or failure of the Claimant to follow this ANAP.

g. Further Proceedings:

i. If the Alleged Violation is not resolved after satisfying the requirements of this ANAP, and the parties desire to proceed further they shall proceed in accordance with the Binding Dispute Resolution Provisions; provided, however, that before the Association can proceed with such Binding Dispute Resolution Procedures, the Association shall first comply with the requirements of California Civil Code Section 1375, as amended from time to time, including any successor statutes, but only to the extent such requirements are not substantially similar to the Alternative Non-Adversarial Procedures.

ii. The statute of limitations and tolling periods established in California Civil Code Sections, 927 and 941 shall apply to the ANAP.

iii. If there has been no previous mediation between Builder and the Claimant, and if the Claimant has complied with the requirements of this ANAP, then prior to proceeding with the Binding Dispute Resolution Procedures (or any other Action), the Claimant or its legal representative shall make a written request for mediation, which shall proceed in accordance with Section 8 of this ANAP, and any applicable statutes of limitations shall be tolled from the date of the request to mediate until the next court day after the mediation is completed.

iv. If an action combines causes of action or damages not covered by this ANAP, the Alleged Violations shall be administered according to this ANAP, while the other actions shall be administered pursuant to and in accordance with the Binding Dispute Resolution Provisions.

v. In a further Binding Dispute Resolution proceeding (or any other Action) Builder may introduce the fact that a repair effort was made. However, the Claimant may use the condition of the Claimant's Property prior to the repair as the basis for contending that the repair work was inappropriate, inadequate, or incomplete, or that the violation still exists. The Claimant need not show that the repair work resulted in damage or that the damage has continued to occur as a result of the violation.

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vi. Evidence of either party's conduct during the ANAP proceedings may be introduced during a Binding Dispute Resolution proceeding, if any, with the exception of any conduct, statements, documents or information provided during a mediation pursuant to this ANAP, or any other conduct, statements, documents or information covered by a written agreement between the parties pursuant to California Evidence Code sections 1115 et seq., or pursuant to any similar successor statute.

vii. To the extent that the provisions of this ANAP are substantially similar to provisions in Section 1375 of the Civil Code, but an action is subsequently commenced under Section 1375 of the Civil Code, the parties are excused from performing the substantially similar requirements under Section 1375 of the Civil Code.

h. Interpretation/Application:

i. This ANAP shall be construed in accordance with the laws of the State of California, except that to the extent these provisions conflict with California Civil Code Sections 910-938, the provisions of this ANAP shall govern.

ii. If any provision or any part of a provision of this ANAP is for any reason held to be invalid, unenforceable or contrary to public policy, law, statute and/or ordinance, then the remainder of this ANAP shall not be affected thereby and shall remain valid and fully enforceable.

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EXHIBIT G

TO SUBCONTRACT AGREEMENT

BINDING DISPUTE RESOLUTION PROCEDURES

For purposes of these Binding Dispute Resolution Procedures (the ***"Binding Dispute Resolution Procedures"***) the term "Claimant" shall mean an Owner or the Association entitled to pursue a matter under these Binding Dispute Resolution Procedures.

Before commencing an action under these Binding Dispute Resolution Procedures (***"Dispute Resolution Procedures"***), Claimant is encouraged to submit any claims and complaints regarding Deficiencies to. Builder's Customer Service Department pursuant to the customer service procedures, and to provide Builder with the opportunity to resolve the claim or complaint under the Customer Services Procedures. For Deficiencies covered under the Fit & Finish Warranty, Claimant shall follow the procedures set forth in the Fit & Finish Warranty before proceeding under these Binding Dispute Resolution Procedures For Title 7 Disputes (as defined below) Claimant may not commence an action under these Binding Dispute Resolution Procedures for a Title 7 Dispute unless and until the Claimant has complied with all requirements of the Alternative Non-Adversarial Procedures, and if the Association is the Claimant, thereafter complied with all applicable provisions of California Civil Code Section 1375, as amended from time to time, including any successor statutes.

I. DISPUTES SUBJECT TO PROCEDURES.

All of the following Disputes shall be subject to resolution pursuant to these Dispute Resolution Procedures:

A. All claims, disputes, issues and controversies, whether contractual, statutory or in tort, by, between or among one or more Owners and/or the Association, on the one hand, and Builder, or its partners, officers, agents, employees, affiliated parent and subsidiary companies, successors, or any of Builder's contractors, subcontractors, design professionals, engineers, inspectors or suppliers, on the other hand. Such claims, disputes, issues and controversies include, but are not limited to, those claims disputes, issues and controversies arising out of or related to any of the following:

1. The Project, the Property or the relationship between Owner and Builder or the Association and Builder;

2. The purchase, sale, condition, design, construction or materials used in construction, or repair of the Property, or any design or construction deficiencies associated with the Property;

3. Any alleged violation, repair of an alleged violation, or damages related to or arising out of the Standards;

4. Any alleged violation, repair of an alleged violation, or damages related to or arising out of the Standards;

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5. Any alleged violation, repair of an alleged violation, or damages related to or arising out of the one-year Limited Fit & Finish Warranty;

6. Performance or notification under the Limited Fit & Finish Warranty:

7. Performance or notification under the Alternative Non-Adversarial Procedures;

8. Any allegation of negligence, fraud, breach of contract, and/or breach of duty of good faith and any other alleged claims arising in equity or from common law, to the extent such claims are not otherwise precluded or waived by law or contract;

9. The Declaration of Notice to Subsequent Purchasers, or any exhibits attached thereto;

10. Those matters defined as “Disputes” in the Declaration;

11. Those matters defined as “Claimed Title 7. Violations” in the Declaration.

12. The Declaration or other governing documents for the Association.

B. The Disputes related to arising out of the matters described in Sections I.A.3, I.A.4, I.A.7, I.A.9, and 1.A.11 are referred to as **Title 7 Disputes**. The potential recoveries for a Title 7 Dispute shall be limited to those remedies and potential recoveries specified in Title 7.

C. In no event shall an Owner or the Association be entitled to commence an action under these Binding Dispute Resolution Procedures for a Title 7 Dispute unless and until the Owner or Association has complied with all requirements of the Alternative Non-Adversarial Procedures, and thereafter complied with all applicable provisions of California Civil Code Section 1375, as amended from time to time, including any successor statutes.

D. If an action involves both a Title 7 Dispute and a non-Title 7 Dispute, any damages awarded for the Title 7 Dispute shall be offset against and reduce the damages awarded in the non-Title 7 Dispute, and vice-versa.

E. Builder shall be excused, in whole or in part, from any obligation, damage, loss or liability arising from or relating to a Title 7 Dispute to the extent the Builder can assert any of the affirmative defenses set forth in California Civil Code Section 945.5.

F. These Dispute Resolution Provisions, shall be interpreted and enforced as authorized by the Federal Arbitration Act (9 U.S.C. Section 1-16), which is designed to encourage use of alternative methods of dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the federal arbitration act. References to California law made herein shall not be construed as a waiver of any rights under the Federal Arbitration Act and these Dispute Resolution Procedures interpreted and enforced under the Federal Arbitration Act.

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II. PARTIES SUBJECT TO PROCEDURES.

A. The provisions, standards, rights, and obligations set forth in these Dispute Resolution Procedures are binding upon Owner, the Association, Builder, and their successors in interest.

B. Any person or entity not a party to the Binding. Dispute Resolution Procedures specified herein shall, at Builder's sole and absolute discretion, be joined or consolidated into these Binding Dispute Resolution Procedures if the presence of such person or entity is required or necessary for complete relief to be accorded in the Binding Dispute Resolution Procedures, or the interest or responsibility of such person or entity in the Dispute is not insubstantial.

C. All claims or disputes asserted by an Owner shall be resolved independent of, and not in any proceeding with, any claims or disputes related to any other property in the Project, including any Association Maintained Improvements. All claims or disputes asserted by the Association shall be resolved independent of, and not in any proceeding with, any claims or disputes related to any other property in the Project other than Association Maintained Improvements. An Owner may not present, submit, prosecute, join or otherwise assert a claim or dispute with a claim or dispute related to any real property other than that Owner's Property, nor may the Association present, submit, prosecute, join or otherwise assert a claim or dispute related to the Association Maintained Improvements with a claim or dispute asserted by an Owner.

D. All parties involved in the Binding Dispute Resolution Procedures shall each have the right to be represented by counsel in these procedures.

III. MEDIATION.

A. If the parties to these Binding Dispute Resolution Procedures have not attempted formal mediation of the Dispute prior to commencing these Binding Dispute Resolution Procedures then the Dispute shall be submitted to mediation pursuant to the rules of the Judicial Arbitration and Mediation Services (***"JAMS"***), its successor; or any other entity offering mediation services agreed to by the parties. Builder will pay for the costs of the mediator for the first four hours of the mediation. After four hours the parties to the mediation will split the costs of the mediator equally. Builder shall select the mediator unless another participant to the mediation, at its sole option, agrees to split all costs of the mediator, in which case the mediator shall be selected jointly between those parties. No person with any financial or personal interest in the mediation's result shall serve as a mediator, except by the written consent of the parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption or bias or prevent a prompt commencement of the mediation process.

B. The mediation shall be held in the county where the property is located or such place as is acceptable to the parties. Prior to the commencement of the mediation proceedings, the mediator and all parties to the mediation shall execute an agreement pursuant to California Evidence Code. sections 1115, *et seq*., or pursuant to any similar successor statute, in order to exclude the use of any testimony or evidence produced at the mediation in any subsequent dispute resolution forum, including, but

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not limited to, court proceedings, reference proceedings or arbitration hearings. Pursuant to California Evidence Code section 1119(a), "No evidence of anything said or of any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled in any arbitration, administrative adjudication, civil action or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given."

C. The expenses or fees of any witnesses, or the cost of any proofs or expert advice, shall be borne by the party calling the witness. Each party shall bear the costs and fees of their attorneys. The parties are not required to have attorneys to participate in the mediation.

IV. ARBITRATION OF DISPUTES.

A. TO THE EXTENT THAT THE DISPUTE IS NOT RESOLVED DURING MEDIATION, THE ENTIRE MATTER SHALL PROCEED AS ONE OF ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §1-16). TO THE EXTENT THE RULES OF PROCEDURE SET FORTH IN SECTION. VI BELOW DO NOT CONFLICT WITH THE FEDERAL ARBITRATION ACT, SUCH RULES OF PROCEDURE SHALL BE THE RULES OF PROCEDURE FOR THE ARBITRATION PROCEEDING. JAMS, ITS SUCCESSOR, OR ANY OTHER ENTITY OFFERING ARBITRATION SERVICES AGREED TO BY THE PARTIES, SHALL HEAR, TRY AND DECIDE ALL ISSUES OF FACT AND LAW AND. MAKE ANY REQUIRED FINDINGS OF FACTS AND, IF APPLICABLE, CONCLUSIONS OF LAW. BUILDER SHALL ADVANCE THE FEES NECESSARY TO INITIATE THE ARBITRATION WITH JAMS, INCLUDING ONGOING COSTS AND FEES TO JAMS.

B. THE PROCEDURES SPECIFIED IN THIS AGREEMENT PERTAINING TO ARBITRATION ARE TO BE INTERPRETED AND ENFORCED AS AUTHORIZED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §1-16), WHICH IS DESIGNED TO ENCOURAGE USE OF ALTERNATIVE METHODS OF DISPUTE RESOLUTION THAT AVOID COSTLY AND POTENTIALLY LENGTHY COURT PROCEEDINGS. INTERPRETATION AND APPLICATION OF THOSE PROCEDURES SHALL CONFORM TO FEDERAL COURT RULES INTERPRETING AND APPLYING THE FEDERAL ARBITRATION ACT. THE PROJECT IS CONSTRUCTED OF OR USES MATERIALS AND PRODUCTS MANUFACTURED THROUGHOUT THE UNITED STATES WHICH ARE THEN SHIPPED TO THE CONSTRUCTION SITE FOR INSTALLATION. THE SHIPMENT OF THESE MATERIALS AND PRODUCTS ACROSS STATE LINES TO THE PROJECT CAUSE THE PRODUCTS AND MATERIALS TO ENTER INTO THE STREAM OF INTERSTATE COMMERCE AND BECOME SUBJECT TO THE INTERSTATE COMMERCE CLAUSE (ARTICLE I, SECTION VIII OF THE UNITED STATES CONSTITUTION) AND ENSUING FEDERAL LAWS. REFERENCES TO CALIFORNIA PROCEDURAL LAW SHALL NOT BE CONSTRUED AS A WAIVER OF ANY RIGHTS OF THE PARTIES UNDER THE FEDERAL ARBITRATION ACT OR THE RIGHT OF THE PARTIES TO HAVE THE PROCEDURES SET FORTH IN THIS AGREEMENT INTERPRETED AND ENFORCED UNDER THE FEDERAL ARBITRATION ACT.

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C. THE PROVISIONS OF THIS SECTION SHALL NOT BE AMENDED NOR SHALL OTHER PROVISIONS BE ADOPTED THAT PURPORT TO SUPERSEDE IT WITHOUT BUILDER'S PRIOR WRITTEN CONSENT. THE PARTIES SHALL COOPERATE IN GOOD FAITH AND SHALL DILIGENTLY PERFORM SUCH ACTS AS MAY BE NECESSARY TO CARRY OUT THE PURPOSES OF THIS SECTION.

NOTICE: EACH OWNER AND THE ASSOCIATION AGREE TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE BINDING DISPUTE RESOLUTION PROCEDURES DECIDED BY NEUTRAL. ARBITRATION OR, IF APPLICABLE, JUDICIAL REFERENCE AS PROVIDED BY THE. FEDERAL ARBITRATION ACT AND GIVE UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL OWNER AND THE ASSOCIATION ARE GIVING UP ANY JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE BINDING DISPUTE RESOLUTION PROCEDURES. IF OWNER OR THE ASSOCIATION REFUSES TO SUBMIT TO JUDICIAL REFERENCE OR BINDING ARBITRATION AFTER AGREEING TO THIS PROVISION, THEY MAY BE COMPELLED TO DO SO BY A COURT OF LAW.

V. JUDICIAL REFERENCE.

A. TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE ARBITRATION SPECIFIED IN SECTION IV ABOVE IS VOID OR UNENFORCEABLE, THE ENTIRE MATTER SHALL PROCEED AS ONE OF GENERAL JUDICIAL REFERENCE PURSUANT. TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 AND 641-645.1, OR ANY SUCCESSOR STATUTES, EXCEPT AS SUCH PROCEDURES AND RULES SHALL BE OTHERWISE MODIFIED BY THE PROVISIONS OF SECTION VI BELOW, UNLESS EXPRESSLY PRECLUDED BY LAW.

B. THE PROVISIONS OF THIS SECTION SHALL NOT BE AMENDED NOR SHALL OTHER PROVISIONS BE ADOPTED THAT PURPORT TO SUPERSEDE IT WITHOUT BUILDER'S PRIOR WRITTEN CONSENT. THE PARTIES SHALL COOPERATE IN GOOD FAITH AND SHALL DILIGENTLY PERFORM SUCH ACTS AS MAY BE NECESSARY TO CARRY OUT THE PURPOSES OF THIS SECTION.

VI. RULES OF PROCEDURE.

A. INITIATION OF CLAIM. ANY PARTY WISHING TO INITIATE A PROCEEDING PURSUANT TO THESE BINDING DISPUTE RESOLUTION PROCEDURES SHALL SERVE A DEMAND FOR ARBITRATION OR JUDICIAL REFERENCE, AS APPLICABLE, UPON THE RESPONDING PARTY AND THE ARBITRATION/JUDICIAL REFERENCE SERVICE PROVIDER HEARING THE DISPUTE.

B. ARBITRATION/JUDICIAL. REFERENCE SERVICE PROVIDER. THE ARBITRATOR/REFEREE TO BE APPOINTED SHALL BE EMPLOYED BY JAMS OR ITS SUCCESSOR, OR ANY OTHER ENTITY OFFERING ARBITRATION/JUDICIAL REFERENCE SERVICES AGREED TO BY THE PARTIES. IF JAMS CEASES TO EXIST, THEN ALL REFERENCES HEREIN TO JAMS SHALL BE DEEMED TO

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REFER TO ITS SUCCESSOR OR, IF NONE, TO THE AMERICAN ARBITRATION ASSOCIATION (IN WHICH CASE ITS COMMERCIAL ARBITRATION RULES SHALL BE USED), OR, IF THE PARTIES AGREE TO USE AN ENTITY OTHER THAN JAMS, TO SUCH ENTITY (ALL REFERENCES BELOW TO "JAMS" SHALL MEAN THE APPLICABLE ARBITRATION JUDICIAL REFERENCE SERVICE PROVIDER). EXCEPT AS OTHERWISE SET FORTH HEREIN, THE PROCEEDINGS SHALL BE CONDUCTED BY AND IN ACCORDANCE WITH THE RULES OF JAMS. EXCEPT FOR PROCEDURAL ISSUES, THE PROCEEDINGS, THE ULTIMATE DECISIONS OF THE ARBITRATOR/REFEREE AND THE ARBITRATOR/REFEREE SHALL BE SUBJECT TO AND BOUND BY EXISTING CALIFORNIA CASE AND STATUTORY LAW INCLUDING, BUT NOT LIMITED TO, and TITLE 7. THE PARTIES SHALL COOPERATE IN GOOD FAITH AND SHALL DILIGENTLY PERFORM SUCH ACTS AS MAY BE NECESSARY TO ENSURE THAT ALL NECESSARY AND APPROPRIATE PARTIES ARE INCLUDED IN THE PROCEEDING. BUILDER SHALL NOT BE REQUIRED TO PARTICIPATE IN THE PROCEEDING IF ALL PARTIES AGAINST WHOM BUILDER WOULD HAVE NECESSARY OR PERMISSIVE CROSS-CLAIMS OR COUNTERCLAIMS WILL NOT OR CANNOT BE JOINED IN THE PROCEEDING.

C. SELECTION AND TIMING. THE PROCEEDING SHALL BE CONDUCTED BY ONE. (1) QUALIFIED ARBITRATOR/REFEREE SELECTED IN ACCORDANCE WITH THE RULES OF JAMS. THE TERM "QUALIFIED" EXHIBIT C SHALL MEAN A RETIRED JUDGE WHO HAS EXPERIENCE WITH THE LAWS GOVERNING RESIDENTIAL REAL ESTATE DEVELOPMENT AND CONSTRUCTION OR AN ATTORNEY WHO HAS ACTIVELY PRACTICED LAW IN CALIFORNIA FOR AT LEAST FIFTEEN (15) YEARS AND WHO HAS EXPERIENCE WITH THE LAWS GOVERNING RESIDENTIAL REAL ESTATE DEVELOPMENT AND CONSTRUCTION.

D. MOTIONS AND REMEDIES. THE ARBITRATOR/REFEREE SHALL HAVE THE POWER TO HEAR AND DISPOSE OF MOTIONS, INCLUDING MOTIONS RELATING TO PROVISIONAL REMEDIES, DEMURRERS, MOTIONS TO DISMISS, MOTIONS FOR JUDGMENT ON THE PLEADINGS AND SUMMARY JUDGMENT AND ADJUDICATION MOTIONS, IN THE SAME MANNER AS A TRIAL COURT JUDGE. IN ADDITION, THE ARBITRATOR/REFEREE SHALL HAVE THE POWER TO SUMMARILY ADJUDICATE ISSUES OF FACT OR LAW, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY OF REMEDIES, WHETHER OR NOT THE ISSUE ADJUDICATED COULD DISPOSE OF AN ENTIRE CAUSE OF ACTION OR DEFENSE. THE ARBITRATOR/REFEREE SHALL HAVE THE POWER TO GRANT PROVISIONAL REMEDIES INCLUDING PRELIMINARY INJUNCTIVE RELIEF. PRIOR TO THE SELECTION OF THE ARBITRATOR/REFEREE ANY PARTY SHALL HAVE THE RIGHT TO PETITION THE SUPERIOR COURT OF THE COUNTY WHERE THE PROPERTY IS LOCATED FOR ANY NECESSARY PROVISIONAL REMEDIES.

E. DISCOVERY. EXCEPT AS LIMITED HEREIN, THE PARTIES SHALL BE ENTITLED TO LIMITED DISCOVERY CONSISTING OF: (I) WITNESS LISTS; (II) EXPERT WITNESS DESIGNATIONS; (III) EXPERT WITNESS REPORTS; (IV) EXHIBITS; (V) REPORTS OF TESTING OR INSPECTIONS, INCLUDING BUT NOT LIMITED TO, DESTRUCTIVE OR INVASIVE TESTING; (VI) ARBITRATION/ REFERENCE.

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BRIEFS; AND (VII) THE DEPOSITION, UNDER OATH, OF ANY DESIGNATED EXPERTS AND TWO OTHER DEPOSITIONS OF THEIR CHOOSING WITHOUT OBTAINING THE CONSENT OF THE ARBITRATOR/REFEREE. ALL. OTHER DISCOVERY SHALL BE PERMITTED BY. THE ARBITRATOR/REFEREE AT HIS DISCRETION UPON A SHOWING OF GOOD CAUSE OR BASED ON THE AGREEMENT OF THE PARTIES. THE ARBITRATOR/REFEREE SHALL OVERSEE DISCOVERY AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE.

F. FULL DISCLOSURE. EACH PARTY SHALL, IN GOOD FAITH MAKE A FULL DISCLOSURE OF ALL ISSUES AND EVIDENCE TO THE OTHER PARTIES PRIOR TO THE HEARING. ANY EVIDENCE OR INFORMATION THAT THE ARBITRATOR/REFEREE DETERMINES WAS UNREASONABLY WITHHELD SHALL BE INADMISSIBLE BY THE PARTY THAT WITHHELD IT. THE PARTY INITIATING THE ARBITRATION OR JUDICIAL REFERENCE PROCEEDINGS (THE *"INITIATING PARTY"*) SHALL BE THE FIRST TO DISCLOSE ALL OF THE FOLLOWING, IN WRITING, TO THE OTHER PARTY AND TO THE ARBITRATOR/REFEREE: AN OUTLINE OF THE ISSUES AND ITS POSITION ON EACH SUCH ISSUE; A LIST OF ALL WITNESSES IT INTENDS. TO CALL; AND COPIES OF ALL WRITTEN REPORTS AND OTHER DOCUMENTARY EVIDENCE WHETHER OR NOT WRITTEN OR CONTRIBUTED TO BY ITS RETAINED EXPERTS (COLLECTIVELY, *"OUTLINE"*). THE INITIATING PARTY SHALL SUBMIT ITS OUTLINE TO THE OTHER PARTIES AND TO THE ARBITRATOR/REFEREE WITHIN THIRTY (30) DAYS OF THE FINAL SELECTION OF THE ARBITRATOR/REFEREE. EACH RESPONDING PARTY SHALL SUBMIT ITS WRITTEN RESPONSE AS DIRECTED BY THE ARBITRATOR/REFEREE. IF THE DISPUTE INVOLVES ALLEGED VIOLATIONS OF THE STANDARDS, OR REPAIRS TO THE ALLEGED VIOLATION OF THE. STANDARDS, THEN OWNER OR ASSOCIATION SHALL BE THE FIRST PARTY TO SUBMIT A WRITTEN OUTLINE, LIST OF WITNESS, AND REPORTS/DOCUMENTS AND SHALL INCLUDE A DETAILED DESCRIPTION OF THE NATURE AND SCOPE OF THE ALLEGED DEFECT(S), PROPOSAL FOR REPAIR OR RESTORATION, ANY REPAIRS MADE TO DATE, AND AN ESTIMATE OF THE COST OF REPAIR/RESTORATION TOGETHER WITH THE CALCULATIONS USED TO DERIVE THE ESTIMATE.

G. HEARING. THE HEARING SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. THE ARBITRATOR/REFEREE SHALL PROMPTLY COMMENCE THE HEARING GIVING DUE CONSIDERATION TO THE COMPLEXITY OF THE ISSUES, THE NUMBER OF PARTIES AND NECESSARY DISCOVERY AND OTHER RELEVANT MATTERS. THE HEARING SHALL BE CONDUCTED AS INFORMALLY AS POSSIBLE. EVIDENCE CODE SECTION 1152, *ET SEQ*., SHALL BE APPLICABLE FOR THE PURPOSE OF EXCLUDING FROM EVIDENCE OFFERS, COMPROMISES, AND SETTLEMENT PROPOSALS, UNLESS BOTH PARTIES CONSENT TO THEIR ADMISSION. THE ARBITRATOR/REFEREE SHALL BE THE SOLE JUDGE OF THE ADMISSIBILITY OF, AND THE PROBATIVE VALUE OF, ALL EVIDENCE OFFERED AND IS AUTHORIZED TO. PROVIDE ALL AVAILABLE LEGAL (BUT NOT EQUITABLE) REMEDIES, EXCEPT AS OTHERWISE. LIMITED HEREIN, OR AS LIMITED BY THE LIMITED FIT & FINISH WARRANTY, ALTERNATIVE NON-ADVERSARIAL

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PROCEDURES, OR TITLE 7 (OR ANY OTHER PRE-LITIGATION PROCEDURES BINDING OWNER). ATTORNEYS ARE NOT REQUIRED AND EITHER PARTY MAY ELECT TO BE REPRESENTED BY SOMEONE OTHER THAN A LICENSED ATTORNEY COST OF AN INTERPRETER SHALL BE BORN BY THE PARTY REQUIRING THE SERVICES OF THE INTERPRETER IN ORDER TO BE UNDERSTOOD BY THE ARBITRATOR/REFEREE AND THE EXPENSES OF WITNESSES SHALL BE BORN BY THE PARTY OR PARTIES PRODUCING SUCH WITNESSES.

H. DECISION. THE DECISION OF THE ARBITRATOR/REFEREE SHALL BE BINDING ON THE PARTIES AND SHALL BE ENTERED AS A JUDGMENT IN THE COURT OF THE STATE OF CALIFORNIA WHERE. THE COMPLAINT WAS FILED. THE ARBITRATOR/REFEREE SHALL CAUSE A COMPLETE RECORD OF ALL PROCEEDINGS TO BE PREPARED SIMILAR TO THOSE KEPT IN THE SUPERIOR COURT; SHALL TRY ALL ISSUES OF BOTH FACT AND LAW; AND SHALL ISSUE A WRITTEN STATEMENT OF DECISION, SUCH AS THAT DESCRIBED IN CODE OF CIVIL PROCEDURE SECTION 643 (OR ITS SUCCESSOR), WHICH SHALL SPECIFY THE FACTS AND LAW RELIED UPON IN REACHING HIS/HER DECISION WITHIN TWENTY (20) DAYS AFTER THE CLOSE OF TESTIMONY. A STENOGRAPHIC RECORD OF THE HEARING SHALL BE MADE WHICH SHALL REMAIN CONFIDENTIAL EXCEPT AS MAY BE NECESSARY FOR POST-HEARING MOTIONS AND APPEALS. THE COST OF THE RECORD SHALL BE BORNE BY ALL PARTIES TO THE PROCEEDING ON A PRO-RATA BASIS. SHOULD ANY PARTY REFUSE OR FAIL TO PAY ITS PRO-RATA SHARE, THE REMAINING PARTIES MAY PAY SUCH SHARE, AND THE PARTY OR PARTIES WHICH PAY SUCH EXTRA SHARE SHALL BE AWARDED SUCH EXTRA COST BY THE ARBITRATOR/REFEREE IN ITS DECISION. IN THE CASE OF JUDICIAL REFERENCE ONLY, THE DECISION OF THE REFEREE SHALL BE SUBJECT TO APPEAL IN THE SAME MANNER AS IF THE DISPUTE HAD BEEN TRIED BY THE COURT.

I. FEES AND COSTS. BUILDER SHALL ADVANCE THE FEES REQUIRED BY JAMS TO INITIATE`THE PROCEEDINGS. THE TOTAL COST OF THE PROCEEDINGS, INCLUDING THE ADVANCED INITIATION FEES AND OTHER FEES OF JAMS AND ANY RELATED COSTS AND FEES INCURRED BY JAMS (SUCH AS EXPERTS AND CONSULTANTS RETAINED BY IT) SHALL BE SPLIT EQUALLY BY THE PARTIES UNLESS OTHERWISE REQUIRED BYLAW. THE ARBITRATOR/REFEREE SHALL NOT AWARD ATTORNEYS' FEES TO EITHER PARTY, AND EACH PARTY SHALL BEAR ITS OWN ATTORNEYS FEES. THE ARBITRATOR/REFEREE MAY AWARD RECOVERABLE COSTS PURSUANT TO CALIFORNIA LAW. NOTHING HEREIN SHALL BE CONSTRUED TO MODIFY OR ABROGATE ANY DUTY TO DEFEND AND/OR INDEMNIFY ANOTHER PARTY PURSUANT TO THE TERMS OF A CONTRACT BETWEEN ANY SUCH PARTIES.

J. CHOICE OF LAW: IN THE EVENT ANY PARTY SUBJECT TO THESE BINDING DISPUTE RESOLUTION PROCEDURES SEEKS REVIEW BY A COURT.OF THE ENFORCEABILITY OF ANY OF THE PROCEDURES SET FORTH OR REFERENCED HEREIN (DESPITE THE PROVISIONS HEREIN MAKING THAT ISSUE ONE TO BE RESOLVED BY THE ARBITRATOR/REFEREE), THE

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EXCLUSIVE JURISDICTION AND VENUE FOR ANY SUCH REVIEW SHALL BE THE FEDERAL DISTRICT COURT FOR THE COUNTY IN WHICH THE PROPERTY IS LOCATED.

K. TIME IS OF THE ESSENCE. TIME IS OF THE ESSENCE FOR THESE BINDING DISPUTE RESOLUTION PROCEDURES. PROMPT PERFORMANCE OF THE PROCEDURES SET FORTH HEREIN IS REQUIRED. NOTHING IN THESE BINDING DISPUTE RESOLUTION PROCEDURES WAIVE OR EXTEND ANY CALIFORNIA STATUTE LIMITING THE PERIOD THAT OWNER HAS TO BRING A LEGAL ACTION AGAINST BUILDER.

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EXHIBIT H
TO
SUBCONTRACT AGREEMENT

CHANGE ORDER REQUEST

- Subcontractor shall provide Builder with a written proposal prior to commencement of work

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EXHIBIT I
TO SUBCONTRACT AGREEMENT
INSURANCE REQUIREMENTS

(a) Before commencing the Work, Subcontractor shall purchase and maintain no less that the following insurance coverage, and shall provide Builder with both Certificates of Insurance and additional insured endorsements evidencing all such coverage:

(i) Workers' Compensation and Employers Liability Insurance with statutory benefits and limits which shall fully comply with all State and Federal requirements, in an amount not less than the following:

Coverage A: Statutory Policy Form. Coverage B:
Employer's Liability.
Bodily Injury by Accident: $1,000,000 each accident.
Bodily Injury by Employee: $1,000,000 each employee Bodily Injury by Disease:
$1,000,000 policy limit

Coverage shall include a waiver of subrogation endorsement in favor of Builder, Owner and any other additional insureds set forth below. Subcontractor shall provide its current Workers' Compensation Experience Modifier as calculated by the Bureau of Workers' Compensation based on the Subcontractor's loss experience and payroll.

(ii) Commercial Auto Coverage (covering owned autos, leased or hired autos and non-owned autos) not less than as follows:

Combined Bodily Injury and Property Damage: $1,000,000 combined single limit per accident bodily injury and property damage.

(iii) Property Insurance, aka an Installation Floater, covering the value of all of Subcontractor's labor and materials installed at the Project (including, without limitation, coverage against the perils of fire, extended coverage, vandalism and malicious mischief), which shall remain in effect until Subcontractor's completion of its Work and acceptance of that Work by Builder. Said coverage shall be in an amount of all of Subcontractor's labor and materials installed at the project.

(iv) Commercial General Liability (Qffsite), $1,000,000 per occurrence with $2,000,000 general aggregate or current limited carried, whichever is greater. The products and completed operations limits shall be in an aggregate amount not less than $2,000,000, with a per occurrence limit of not less than $1,000,000 and shall cover all operations, subcontract work (if any) and all contractual obligations assumed by Subcontractor for work performed offsite.

Commercial General Liability (Offsite) forms must include: (a) premises and operations coverage with no X, C or U exclusions; (b) products and completed operations coverage (which shall

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be maintained in effect on an annual renewal basis until all statutes of limitation and repose applicable to the Work have expired, or for at least ten (10) years following completion of all Work , whichever is greater); (c) blanket contractual coverage and a separation of insured's clause; and (d) broad form property damage including completed operations or its equivalent. Self-insured retentions and/or deductibles on such insurance shall not exceed $25,000 per occurrence, and Subcontractor shall be responsible for payment of such self-insured retention and/or deductible. However, such insurance coverage forms shall provide that if Subcontractor fails to pay any such self-insured retention or deductible, then Builder shall be permitted to pay such self-insured retention and/or deductible and shall have the right to offset the costs of such payments against any sums payable to Subcontractor under this Contract.

(v) Professional Liability, if required, with a coverage limit of not less than $1,000,000 per annum. This coverage is required for any Sub-Contractors where they or their Sub-Contractors are performing any professional design or design/build work or services.

(b) If requested by Builder, the above-described insurance shall be on a "per location" or "per project" basis.

(c) Subcontractor shall have Subcontractor's insurance company name, by endorsement, Builder, Owner, and its members, partners, shareholders, officers, directors, employees and related entities and, if requested, Project Lender, including, without limitation, the insured's named below, as additional insured's. The insurance afforded to each Additional Insured shall be primary insurance. The additional insured coverage shall be at least as broad as ISO form CG 20 10 11 85 or a combination of ISO Additional Insured Forms CG 2010 1001 and CG 2037 1001, or their equivalent. Subcontractor shall provide Builder such certificates of coverage and additional insured endorsements prior to commencing Work.

TH The Preserve Chino LLC

Trumark Homes LLC

Trumark Properties LLC

Trumark Companies LLC

Trumark Construction Services Inc

And all officers, directors, partners, managers, members, shareholders, employees and agents of the above companies.

Owner's Lender, all of its and their affiliated persons and entities, and each and all of their respective members, managers, partners, officers, directors, shareholders, and employees, together with such other persons and entities as the Owner may designate from time to time to be included as additional insureds.

(d) Subcontractor's insurance policies shall each contain a primary endorsement stating: "Such coverage as is offered by this Policy for the benefit of the Additional Insured(s) is primary and

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any other coverage maintained by such Additional Insured(s) shall be non-contributing with the coverage provided under this Policy."

(e) Subcontractor's insurance policies shall each contain an endorsement containing a waiver of subrogation (including workers' compensation) against Builder, Owner and any other additional insured's.

(f) If the Work is to be performed on an attached community there shall be no exclusion for attached or condominium projects.

(g) There shall be no exclusions for continuing or progressive losses not known by Subcontractor to exist prior to Policy inception.

(h) Coverage must be on an "occurrence" basis for all insurance. "Claims made" coverage shall not be acceptable.

(i) Any exclusion pertaining to professional design services shall apply only to such services provided by the named insured in its capacity as an architect, engineer or surveyor.

0) All Policies of Insurance shall state, that not less than thirty (30) days written notice will be given to Builder and Owner prior to cancellation or material change in coverage, and that such policy or policies are primary, shall be issued by companies acceptable to Builder with a most recent Best's Rating Guide rating of A- or higher, with a Financial Size Category rating of at least VIII, and licensed to do business in the state in which the Project is located. If the coverage is canceled or reduced, Subcontractor shall procure and furnish to Builder before the effective date of such cancellation, certificates of insurance and additional insured endorsements conforming to the above requirements evidencing renewal or replacement coverages. Certificates of insurance stating the above notice provisions and including any endorsements adding Owner and Builder as additional insured must be delivered to Builder prior to commencement of any Work under this Contract.

(k) Should Subcontractor fail to obtain the insurance coverage required or should Subcontractor fail to timely renew the insurance coverage as required, Builder shall have the right, at Builder's election, (i) to obtain such coverage on Subcontractor's behalf, at Subcontractor's expense, from any insurance carrier selected by Builder in Builder's sole discretion; or (ii) to terminate this Contract, and Builder shall retain all remedies hereunder for breach of this Contract. Builder shall have the right to offset the costs of premium for such insurance against any sums payable to Subcontractor under this Contract.

(l) Subcontractor shall provide such additional coverage and take such additional actions as the Project Lender may require in connection with its Project loan.

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THE CERTIFICATES MUST BE SIGNED WITH A WET SIGNATURE" (not stamped).

**Please note that failure to meet the above requirements could result in the delay of payments due Subcontractor, or a request to cease any work on a project. **

Notwithstanding the foregoing requirements set forth in subparagraph (a)(iii) above regarding Commercial General Liability insurance, if Exhibit 1-1 entitled CONSOLIDATED INSURANCE PROGRAM AND ADDITIONAL TERMS AND CONDITIONS", together with the exhibits referenced therein are attached to this Agreement, then that Exhibit shall supersede the requirements of subparagraph (a)(iv) above.

Exhibit 8

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 312633

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/17/2025 2:11:49 PM

Business Information

D L LONG LANDSCAPING
5475 G ST
CHINO, CA 91710
Business Phone Number:(909) 628-5531

Entity Sole Ownership
Issue Date 11/21/1975
Expire Date **09/30/2026**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C27 - LANDSCAPING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY .
Bond Number: SC618513
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the CYPRESS INSURANCE COMPANY
Policy Number:DLWC631010
Effective Date: 04/01/2025
Expire Date: 04/01/2026
Workers' Compensation History

Workers' compensation classification code(s):
0042 - Landscape Gardening
8742 - Salespersons-Outside
8810 - Clerical Office Employees

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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Exhibit 9

CALIFORNIA UNDERGROUND SAFETY BOARD
INVESTIGATION DIVISION
REPORT OF INTERVIEW

REPORT DATE: April 8, 2026

CASE NO: N251690319

DATE AND TIME OF INTERVIEW: April 8, 2026, at 4:23 p.m.

LOCATION OF INTERVIEW: Phone

INTERVIEWER: Angel Breaux

NAME AND COMPANY OF INTERVIEWEE: Grant, D. L. Long Landscaping, Inc.

PHONE NUMBER OF INTERVIEWEE: 909 721 9969

MAIN REASON FOR INTERVIEW: Follow-up question regarding their post-interview response on October 22, 2025.

INTERVIEW NOTES:

Clarify if both contractors state license board license numbers 312633 and 824562 belong to D. L. Long Landscaping, Inc.? 312633 – does not have "inc.," but appears to have the same address, phone number, and owner compared to 824562.
We used to operate under that older license number that starts with a 3. Over 10 plus years ago we made the switch to the new one when we switched to incorporated. The owner just wanted to keep it open, but we only use the new one that starts with an 8 for the last at least 10 if not 20 years.