

HOTEL CHURCHILL**SOURCES & USES****SOURCES**

Owner's Equity	\$	750,000
1st TD Provided by Advanced Business Group, Inc.		<u>2,550,000</u>
TOTAL SOURCES		3,300,000

USES

Financing Costs		
Retirement of Existing 1st TD		750,000
Loan Fees & Interest Reserve		275,000
Delinquent Property Taxes		<u>16,242</u>
Total Financing Costs		1,041,242
Indirect Costs		
Insurance		24,618
General Conditions		90,700
GC Overhead		104,238
GC Profit		98,473
Hazardous Material Monitoring/Exterior		20,000
Engineering Fee		25,000
Permits and Licenses		15,000
Special Consultants		<u>500</u>
Total Indirect Costs		378,530
Direct Costs		
Final Clean Up		5,000
Dumpster (allowance)		40,000
Demolition		100,000
Asphalt Paving		4,500
Concrete(allowance)		5,000
Rough Carpentry/Framing		50,000
Millwork		35,000
Cabinets		14,000
Roofing (allowance)		20,000
Doors Frames & Hardware		2,000
Glass & Glazing/Windows		240,000
Drywall		30,000
Ceramic Tile		20,000
Suspended/Acoustical Ceiling		5,000
Floor Covering		59,500
Painting/Interior		84,000
Painting/Stucco/Exterior		160,000
Toilet Accessories & Par.		8,200
Equipment		3,000
Special Construction - Elevator		422,000
Plumbing		198,800
Fire Extinguishers(by owner)		7,000
Electrical		99,050
Alarm Systems		3,500
Plumbing Fixture Installation		45,000
Electrical Fixture Installation		50,000
Furniture / Drapery Installation		<u>20,000</u>
Total Direct Costs		1,730,550
Subtotal Uses		3,150,322
Contingency		<u>149,678</u>
TOTAL USES	\$	3,300,000

DESCRIPTION	Extension	Sources & Uses	Quan	Unit/Cost	Units	Sub	Current Bid	Estimate	TOTAL	Variance	% Complete	Balance to Compl.	Comments	
Final Clean Up	5,000	\$5,000	92	\$50.00	Units			\$4,600	\$4,600	(\$400)	0%	\$4,600		
Dumpster (allowance)	40,000	\$40,000	1	\$40,000.00	LS			\$40,000	\$40,000	\$0	40%	\$24,000	Includes trash chute	
Survey	0	\$0	1	\$0.00	LS			\$0	\$0	\$0	0%	\$0		
Demolition	100,000	\$100,000	40,000	\$2.50	SF			\$100,000	\$100,000	\$0	90%	\$10,000		
Hazardous Material Monitoring/Ex	20,000	\$20,000	1	\$20,000.00	LS			\$20,000	\$20,000	\$0	0%	\$20,000	Asbestos abatement, lobby ceiling tile and flooring	
Grading	0	\$0	0	\$0.00	N/A			\$0	\$0	\$0	0%	\$0		
Underground Utilities	0	\$0	0	\$0.00	N/A			\$0	\$0	\$0	0%	\$0		
Asphalt Paving	4,500	\$4,500	1	\$4,500.00	LS			\$4,500	\$4,500	\$0	0%	\$4,500	Re-sealing & striping P-lot	
Fences & Gates	0	\$0	0	\$0.00	N/A			\$0	\$0	\$0	0%	\$0		
Landscaping	0	\$0	1	\$5,000.00	LS			\$5,000	\$5,000	\$5,000	0%	\$5,000	Misc. exterior pots & plantings	
Concrete(allowance)	5,000	\$5,000	1	\$5,000.00	LS			\$5,000	\$5,000	\$0	0%	\$5,000	Misc. exterior sidewalk & SOG patching	
Masonry	0	\$0	0	\$0.00	N/A			\$0	\$0	\$0	0%	\$0		
Structural Steel	0	\$0	0	\$0.00	N/A			\$0	\$0	\$0	0%	\$0		
Metal Fabrication	0	\$0	0	\$0.00	N/A			\$0	\$0	\$0	0%	\$0		
Rough Carpentry/Framing	50,000	\$50,000	92	\$543.48	Unit			\$50,000	\$50,000	\$0	35%	\$32,500	Incl. framing & subfloor work	
Millwork	35,000	\$35,000	1	\$35,000.00	Ea			\$35,000	\$35,000	\$0	2%	\$34,300	Lobby ADA front counter, rotted interior trim replacement, Vanities for each unit	
Cabinets	14,000	\$14,000	92	\$152.17	Units		\$239,000	\$14,000	\$14,000	(\$1,600)	2%	\$13,720	Misc. cabinet work at several units	
Insulation	0	\$0	1	\$0.00	LS			\$0	\$0	\$0	0%	\$0		
Roofing (allowance)	20,000	\$20,000	51	\$396.04	SQ			\$20,000	\$20,000	\$0	0%	\$20,000	New built up roof	
Sheet Metal/Flashing	0	\$0	0	\$0.00	N/A			\$0	\$0	\$0	0%	\$0	Included in roofing price.	
Sealants	0	\$0	0	\$0.00	N/A			\$0	\$0	\$0	0%	\$0		
Doors Frames & Hardware	2,000	\$2,000	92	\$21.74	Units			\$2,000	\$2,000	(\$0)	0%	\$2,000	Repair and replace broken doors and hardware	
Glass & Glazing/Windows	240,000	\$240,000	1	\$0.00	LS		\$239,000	\$0	\$239,000	(\$1,600)	0%	\$239,000	Subcontract quote	
Drywall	30,000	\$30,000	92	\$300.00	Units			\$27,600	\$27,600	(\$2,400)	20%	\$22,080	Patch & repair units, drywall framing	
Ceramic Tile	28,000	\$20,000	3,040	\$6.60	SF			\$18,240	\$18,240	(\$1,760)	2%	\$17,875		
Suspended/Acoustical Ceiling	5,000	\$5,000	1,200	\$2.50	SF			\$3,000	\$3,000	(\$2,000)	0%	\$3,000	Lobby area only	
Floor Covering	63,000	\$59,500	1	\$0.00	LS		\$51,721	\$0	\$51,721	(\$1,779)	2%	\$50,687	Subcontract quote	
Painting/Interior	84,000	\$84,000	1	\$0.00	Sub		\$81,000	\$0	\$81,000	(\$3,000)	2%	\$79,350	Subcontract quote	
Painting/Stucco/Exterior	160,000	\$160,000	1	\$0.00	Sub	\$160,400		\$0	\$160,400	\$400	0%	\$160,400	Stucco, ext. paint, scaffolding, pedestrian canopy	
Toilet Accessories & Par.	69,700	\$8,200	59	\$105.00	Sub			\$6,195	\$6,195	(\$2,005)	2%	\$6,071		
Equipment	8,000	\$3,000	1	\$8,000.00	LS			\$8,000	\$8,000	\$5,000	0%	\$8,000	Misc. Plug. can be used for sign re-furbishment	
Window Coverings(by owner)	16,500	\$0	130	\$120.00	Ea			\$15,600	\$15,600	\$15,600	0%	\$15,600		
Special Construction - Elevator	422,000	\$422,000			Sub	\$422,269		\$0	\$422,269	\$269	37%	\$265,589	Olis credited back \$8K for some demo	
Mechanical HVAC	0	\$0	1	\$5,000.00	LS			\$5,000	\$5,000	\$5,000	0%	\$5,000	Re-start boilers and heating system.	
Plumbing	99,050	\$198,800			Sub	\$188,618		\$0	\$188,618	(\$10,182)	93%	\$13,852	Burst in GC number.	
Fire Sprinklers(by owner)	0	\$0	1	\$0.00	N/A			\$0	\$0	\$0	0%	\$0	GC has confirmed sprinklers not required.	
Fire Extinguishers(by owner)	7,000	\$7,000	21	\$85.00	Sub			\$1,785	\$1,785	(\$5,215)	0%	\$1,785		
Electrical	99,050	\$99,050			Sub	\$94,000		\$0	\$94,000	(\$5,050)	30%	\$65,800		
Alarm Systems	3,500	\$3,500	40,000	\$1.00	SF			\$40,000	\$40,000	\$36,500	0%	\$40,000	Fire Alarm	
Engineering Fee	25,000	\$25,000	1	\$0.00	Sub	\$30,000		\$0	\$30,000	\$5,000	100%	\$0	Elevator structural engineer	
Permits and Licenses	15,000	\$15,000	1	\$15,000.00	Extr			\$15,000	\$15,000	\$0	50%	\$7,500		
PLUMBING FIXTURE INSTALL	\$45,000	\$45,000	177	\$225.00	Extr			\$39,825	\$39,825	(\$5,175)	0%	\$39,825		
LIGHTING FIXTURE INSTALL	\$50,000	\$50,000	184	\$250.00	Extr			\$46,000	\$46,000	(\$4,000)	0%	\$46,000	Includes clg. fans	
FF&E INSTALL	\$20,000	\$20,000	1,000	\$15.00	M/HS			\$15,000	\$15,000	(\$5,000)	0%	\$15,000		
Special Consultants	8,000	\$500	1	\$0.00		\$12,900		\$0	\$12,900	\$12,400	100%	\$0	Plumbing designer	
SUBTOTAL	1,678,300	\$1,791,050				\$908,187	\$371,721	\$541,345	\$1,821,253	\$50,203	30%	\$1,278,074		
General Conditions	92,800	\$90,700		5.00%				\$91,000	\$91,000	\$300	30%	\$63,860		
Overhead	104,495	\$104,238		5.90%				\$107,454	\$107,454	\$3,216	30%	\$75,406		
Profit	98,716	\$98,473		5.00%				\$91,063	\$91,063	(\$7,410)	30%	\$63,904		
Insurance	24,878	\$24,618		1.25%				\$22,766	\$22,766	(\$2,112)	30%	\$15,976		
Contingency		\$149,678		8.36%				\$152,257	\$152,257	\$2,578	0%	\$152,257		
TOTAL=		\$2,258,757						\$2,285,792			28%	\$1,849,476		
Difference between budgets:												1.20%	\$609,281	Estimated spent to date

Sub: subcontract amount
 Current Bid: There is a current bid reflecting this amount
 Estimate: TCM Industry Standard Estimate

KEY

Sub: subcontract amount
 Current Bid: There is a current bid reflecting this amount
 Estimate: TCM Industry Standard Estimate



NeMaco Inc.

PLANNING ENGINEERING CONSTRUCTION

Tel: (858) 252-5554

e-fax: (315) 222-2516

Email: nemat@nemaco.us

Date: 07/28/08

This agreement has been made between Mrs. Lucy Burni here called Client and NeMaco Inc. here called Project Manager for managing plumbing plan for existing Building, Hotel Churchill located at 827 C Street, California.


Scope of Work

We will manage the following tasks:

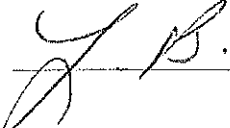
- a) Plumbing plan to show existing water and sewer plan.
- b) Plumbing plan to show existing water and sewer plan required to be replace.
- c) Plumbing plan to show existing fixtures.
- d) Field investigation and drawing to show required apparent plumbing work.
- e) Scope of work includes the Basement, Lobby, Mezzanine, Second floor thru Seventh floor.

Project Schedule

Our services will commence upon receiving your approval signature to this proposal (Notice -To- Proceed, NTP) and required deposit. The project will takes 45 days to complete from NTP (submit plan to Client).



Designer/P.M.

Client 

Cost of service

The total cost of consultant service is **12,900.00 (Original Plumbing Proposal) plus Project Management fee, 25 hours (estimated)** and shall be paid by the client as follow:

- 20% First Phase, upon signing the agreement.
- 50% Second Phase, finishing all field investigation.
- 30% Final Phase, upon completion of work.

ASSUMPTIONS AND EXCLUSIONS

This agreement does not cover any building design and drafting, electrical plans, ADA access within tenant improvement, land survey, soils report, civil engineering plans, architectural design, grading plan and landscaping plan, BMP plan and report, shop drawing review, construction inspection and supervision, All fees associated with project (plan check fee, permits fee, etc.) multiple copies of reproduction. Any additional service will be charged either per new agreement or billed on time and material basis as follow:

- \$95.00/hr for engineering.
- \$85.00/hr Project Management.
- \$70.00/hr Drafting, CAD work.

In witness whereof, the parties hereto have accepted, made and executed upon the terms, conditions, and provisions above stated, the day and year first above written.

**TERMS
STANDARD PROVISIONS OF AGREEMENT**

Client and Designer agree that the following provisions shall be part of their agreement:


1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of client and Designer.
2. Either client or Designer shall not assign this agreement without the prior written consent of the other.
3. This agreement contains the entire agreement between client and Consultant/designer relating to the project and the provision of services to the project. Any prior agreements, promises,

Designer *P.M.*

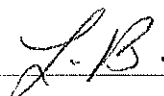
Client *L.B.*

negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both client and Designer.

4. Designer's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on client and Designer.
6. Designer is not responsible for delay caused by activities or factor, beyond Designer's reasonable control, including but not limited to delays by reason of strikes. Lockouts, work slowdowns or stoppages, accidents, acts of God, failure of client to furnish timely information or approve or disapprove Designer's work promptly, faulty performance by client or other contractors or governmental agencies. When such delays beyond Designer's reasonable control occur, client agrees Designer is not responsible in damages nor shall consultant be deemed to be In default of this agreement.
7. Designer shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits.
8. Designer shall only act as an advisor in all governmental relations.
9. In the event that client institutes a suit against Designer, either directly by complaint or by way of cross-complaint, including a cross-complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, and if client fails to obtain a judgment in client's favor, the lawsuit is dismissed, or if judgment is rendered for Designer, client agrees to pay Designer all costs of defense, including attorneys' fees expert witness fees, court costs, and any and all other expenses of defense. Client agrees such payment shall be made, immediately following dismissal of the case or upon entry of judgment.
10. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court, in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.
11. Client agrees that, in the event client, institutes litigation to enforce or interpret the provisions of this agreement such litigation, is to be brought and adjudicated in the appropriate court, in the county, in which Designer's principal place of business is located, and client waives the right to bring, try or remove such litigation to any other county or judicial district.
12. All original papers, documents, drawings and other work product of Designer, and copies thereof, produced by Designer pursuant to this agreement, except documents which are required to be filed with public agencies, shall remain the property of consultant and may be used by Designer without the consent of client.
13. All services provided pursuant to this agreement may be used by client only for the project described on the face hereof.
14. Client and Designer agree to cooperate with each other, in every way on the project.





Designer P.M



Client


15. Upon written request, client and Designer shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which are necessary to perform the terms of this agreement.
16. This agreement shall not be construed to alter, affect or waive any lien or stop notice rights which Designer may have for the performance of services pursuant to this agreement.
17. If payment for Designer's services is to be made on behalf of client by a third-party lender, client agrees that Designer shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.
18. Designer makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and Designer shall not be responsible for fluctuations in cost factors.
19. Designer does not guarantee the completion or quality of performance of contract or the completion or quality of performance of Contracts by the construction contractor or contractors, or other third parties, nor is he responsible for their acts or omissions.
20. Designer makes no warranty, either express or implied, as to his findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
21. Designer makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys or sub-surface soil tests, or general soil testing.
22. Estimates of areas provided under this agreement are not to be considered precise unless Designer specifically agrees to provide, the precise, determination of such areas.
23. In the event that changes are made in the plans and specifications by client or by any other person other than Designer, which changes affect Designer's work, any and all liability arising out of or resulting from such changes is waived by client against Designer, and client assumes full responsibility and liability for such changes unless client gives consultant prior written notice of such changes and Designer consents in writing to such changes. Client agrees to Indemnify Designer against any and all liability, loss, costs damages fees of attorneys and other expenses which Designer may sustain or incur as a result of such unconsented changes.
24. Client agrees not to use or permit any other person to use plans, drawings, or other documents prepared by Designer, which plans, drawings, or other documents are not signed by Designer. Client agrees to be liable and responsible for any such use of unsigned plans, drawings or other documents not signed by Designer and waives liability against Designer for their use.
25. Designer has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless Designer is responsible for such early termination, client agrees to release Designer from all liability for work performed.
26. If the client fails to pay Designer within thirty (30) days after invoices are rendered, client agrees Designer shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of Designer under this agreement are terminated. In such event client shall promptly pay Designer for all fees, charges and services provided by Designer.
27. Client agrees Designer will not perform onsite construction review, construction management, supervision of construction of engineering structures, or other construction supervision, for this

Designer 
P. M.

Client 
L. B.

project unless specifically provided for in this agreement, and that such services will be performed by others, and client will defend, indemnify, and hold Designer harmless from any and all liability arising from or resulting from the performance of construction review, construction management, supervision of construction of engineering structures, or other construction supervision by other persons or entities.

28. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify and hold Designer harmless from any and all liability, real or alleged, in connection with the performance of work on this project excepting liability arising from the sole negligence of Designer.
29. Client agrees to limit Designer's liability to client and to all contractors and subcontractors on the project, due to professional negligence, acts, errors or omissions of Designer, to the sum of \$2,000. Additional liability is available at additional cost per client's request.
30. Client agrees to purchase and maintain, during the course of construction, builder's risk" "all risk" insurance with which will name Designer as an additional insured as their interest may appear.
31. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
32. Client agrees that the periodic billings from Designer to client are correct, conclusive, and binding on client unless client within ten (10) days from the date of receipt of such billing, notifies Designer in writing of alleged inaccuracies, discrepancies, or errors in the billing.
33. Client agrees to pays late payment charge which will be computed at the periodic rate specified on the front hereof and will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.
34. If Designer, pursuant to this agreement produces plans, specifications, or other documents and/or performs fieldwork, and such plans, specifications, and other documents and/or field work are required by one or more governmental agency and one or more such governmental agency changes its ordinances, policies procedures or requirements after the date of this agreement, any additional office or field work thereby required shall be paid for by client as extra work,
35. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of a labor agreement or rise in the cost of living, during the lifetime of this agreement, such percentage increase shall be applied to all remaining compensation.
36. Client agrees that if client requests incidental services not specified pursuant to Paragraph A on the front hereof. Client agrees to pay for all such incidental services as extra work.
37. In the event that any staking is destroyed, damaged, or disturbed by an act of God or parties other than Designer, the cost of re staking shall be paid for by client as extra work.
38. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

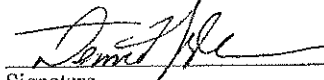
Designer  P.M.

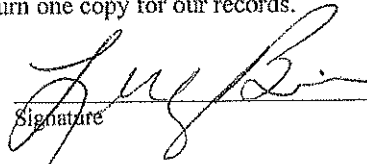
Client 

39. In the event all or any portion of the work prepared or partially prepared by Designer be suspended, abandoned, or terminated, client shall pay Designer for all fees, charges and services provided for the project, not to exceed any contract limit specified herein.

40. This agreement shall be governed by and construed in accordance with the laws of the State of California.

If the above proposal is acceptable, kindly sign below and return one copy for our records.

 7/29/08
Signature Date

 7/29/08
Signature Date

NEMAT ANJOMSHOAA

Lucy Burni

Printed/Typed Name

Printed/Typed Name


Project Manager

Owner (J & J properties)

Title

Title

This agreement is in eight (8 pages) including original plumbing proposal provided by Ali Soheili.


Designer P.M.


Client

A. SOHEILI
158 K STREET
CHULA VISTA, CA 91911
PHONE: (619) 733-4133 FAX: (619) 426-6878
EMAIL: soheili@cox.net

The following is the agreement to provide services as described under scope of work below for the 827 C Street Building, San Diego, Cal.

THE SCOPE WORK:

Provide plumbing plans to show partial existing water and sewer plan required to be replaces; and plumbing fixtures including all field investigation and drawings to show the required apparent plumbing work. Scope of work includes the basement, lobby, second floor thru seventh floor, and plumbing drawings for the bathroom remodel on the first floor. Electrical, architectural, structural, ADA access within the tenant improvement, and other trades are not part of scope of this work. Plans will be E-Mailed to owner or Architect in CAD (Auto desk 2004).

TERMS:

All services not included on the preceding page shall be excluded from this contract. Specifically excluded, but not limited to the following are:

1. Engineer will not be responsible for how the contractor's work is performed, job safety, methods of performance, construction related defects or timeliness in the performance of his work. The client shall have inserted in his contract with the contractor a hold harmless clause, which will protect the client and engineer from any and all liability for any act of omission or commission on the part of the contractor and /or any of his subcontractors. Proof of the proper insertion of this clause shall be provided to the engineer before construction commences.
2. Engineer's work shall be based on information supplied to him by the client or the client's direction. Engineer shall not be held responsible for accuracy of such information or omission of pertinent information.
3. All drawings, specifications and other work products of the engineer are instruments of service for this project only and shall remain the property of the engineer whether the project is executed or not. The client may not sell or re-use any of the instruments of service of the engineer without the written permission of the engineer. The client shall be at his own risk and agrees to defend, indemnify and hold harmless the engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized re-use of the engineer's instruments of service by the client or by others acting through the client.
4. This agreement may be terminated by either party upon at least seven days written notice in the event of termination due to fault of the client or his agent, engineer shall be paid for services performed up to the termination date, including reimbursements due. If the project under the client's directive, is abandoned or suspended, engineer is to be paid an equitable amount according to the percentage of completion of the project at the time it is abandoned or suspended including reimbursement due.
5. The client agrees to defend, indemnify and hold harmless the mechanical engineer from any claim or suit whatsoever, including but not limited to expenses or cost involved, arising, or alleged to have arisen from the contractor's work failing to conform to the design intent of the construction document. In the event that any errors, omissions and /or any other liabilities are determined against engineer, the maximum damages recoverable against the engineer shall be limited to the actual amount paid to the engineer by the owner. Should litigation be necessary to enforce any terms or provision of the agreement, then all litigation and collection expenses, witness fees, and all court cost, and all attorney fees shall be payable to the prevailing party.
6. All questions in dispute under this agreement shall be submitted to arbitration in accordance with the provisions of the standard form of arbitration procedure of the American Arbitration Association.

FEES AND PAYMENT:

Plumbing plans under scope of work\$12,900.00
Total \$ 12,900.00

The payment schedule for the fee shall be:

Preliminary phase (retainer fee)..... \$ 5,000.00
65% design and drawing stage..... \$ 5,000.00
Final phase of drawings \$ 2900.00

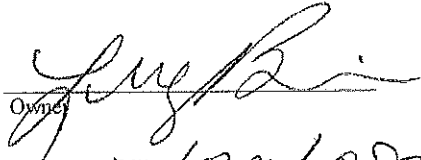
Full payment is due within two weeks of completion.

Fee for service are due at the completion of design. This agreement is valid for 90 days from the date above, if there is no job progress for 90 days. This agreement will become void.

Additional fees: the fees for any additional work requested by client are per hourly rate of \$90 per hour for engineering and \$65 per hour for CAD work.

A.Soheli, P.E.

Date signed



Owner
7/29/08

Date signed



NeMaco Inc

PLANNING ENGINEERING CONSTRUCTION

Tel: (858) 525-5554

e-fax: (315) 222-2516

Email: nemat@nemaco.us

General Engineering Contractor License # 839107

**FIXED PRICE CONTRACT
BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR**

This Agreement is made by and between **GENERAL CONTRACTOR, NeMaco Inc, 5532 Renaissance Ave #3, San Diego CA, 92122** and **SUBCONTRACTOR, Contender Plumbing Inc., 18689 Pamo Wintercamp Road, Ramona, CA 92065.**

Project: Hotel Churchill Renovation – Rough Plumbing
Description of Project: See Exhibit "C" Scope of Work
Location of Project: 827 C Street, San Diego CA, 92101
Approximate Start Date: 12/15/2008
Completion Date: 02/30/2009

THE WORK Subcontractor shall provide all labor, materials, equipment and services necessary to complete the work, as described in Exhibit C Scope of work, in accordance with the Contract Documents.

COMPENSATION General Contractor shall compensate subcontractor for work performed on the bases of a fixed price payments shall be by General Contractor to Subcontractor as per Schedule Value Exhibit "D"

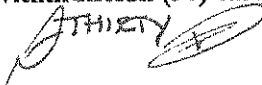
EXHIBITS: The following Exhibits are incorporated by reference and made part of this Agreement:

- Exhibit A: General Conditions 2 pages.**
- Exhibit B: Insurance Requirements 2 pages.**
- Exhibit C: Scope of work 2 page.**
- Exhibit D: Schedule Value 1 page.**

CONTRACT DOCUMENTS The following documents are part of this agreement:
As-Built Drawings, 9 sheets, dated 4-12-08, by NeMaco

**Contract Amount: Including All Alternates and \$20,000.00 Contingency,
One Hundred, Niny-Nine Thousand and Two Hundred-Fifty Dollars and 00/100,
\$ 199,250.00.**

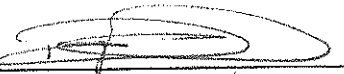
**All invoices to be submitted for payment on the fifteenth (15) Day of each month
Payments to be made within ~~fifteen~~ (30) calendar days.**



General Contractor:

Subcontractor:

By: Nemaco Inc.

By: 

Print Name: Neman Anjanshoo

Print Name: DAN ADAMS

Print Title: President

Print Title: PRESIDENT

Date: 11-17-08

Date: 11-17-2008

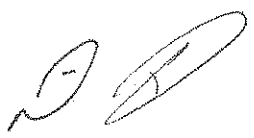


EXHIBIT "A"
GENERAL CONDITIONS

Date: November 13th, 2008
Project: Hotel Churchill Renovation – Rough Plumbing
Job #: HC 003

INSURANCE. See Exhibit "B"

DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to the services of Contractor pursuant to the terms of this agreement shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This provision shall not preclude the option of utilizing small claims court. Unless agreed otherwise, all arbitration and small claims court proceedings shall be held in San Diego, California.

If any action or proceeding is initiated by any person to enforce or interpret the provisions of this agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party or parties its' costs and expenses incurred in connection therewith, including without limitation reasonable attorney's fees and the costs and expenses of litigation or arbitration. This provision does not preclude the use of small claims court to settle disputes.

SUBCONTRACTOR RESPONSIBILITIES. Any information or services to be provided by subcontractor shall be provided in a timely manner so as not to delay the Work.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. Subcontractor agrees to waive all claims against General Contractor and Owner for any consequential damages that may arise out of or relate to this Agreement.

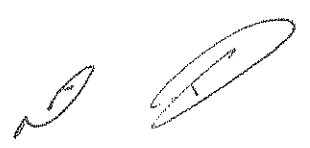
ASSIGNMENT. Neither General Contractor nor Subcontractor shall assign its interest in this Agreement without the express written consent of the other.

GOVERNING LAW. This Agreement shall be governed by the law in effect at the location of the Project.

COMPLIANCE WITH LAWS. In connection with the performance by Subcontractor of his/her duties pursuant to this Agreement, Subcontractor shall obtain and pay for all permits and comply with all federal, state, county and local laws, ordinances and regulations.

ENTIRE AGREEMENT. This represents the entire agreement and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement can only be changed by subsequent written agreement.

OWNERSHIP OF CONSTRUCTION DOCUMENTS. All construction documents including but not limited to plans, specifications, reports and sketches, produced by Subcontractor pursuant to this agreement shall remain the property of THE GENERAL CONTRACTOR and shall be duplicated, copied, modified or used for other projects without the express written consent of Subcontractor.



WARRANTY. The work shall be executed in accordance with the Contract Documents in a workmanlike manner. Subcontractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Subcontractor further warrants that the work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Subcontractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others retained by Owner, or abuse. If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the work, any portion of the work is found to be not in conformance with the Contract Documents ("Defective Work"), General Contractor/Owner shall promptly notify Subcontractor in writing. Unless General Contractor provides written acceptance of the condition, Subcontractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

RETAINAGE. From each progress payment made prior to Substantial Completion General Contractor may retain ~~ten percent~~ (10%) contract of the amount. Retention to be paid after 30 days of plumbing inspection and sign off by City of San Diego for contract scope of work.

ARBITRATION. Shall be pursuant to the Construction Industry Rules of the American Arbitration Association unless the parties mutually agree otherwise. A written demand for arbitration shall be filed with the American Arbitration Association and the other party to the agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding has run. The arbitration award shall be final. This agreement to arbitrate shall be governed by the Federal Arbitration Act and judgment upon the award may be confirmed in any court having jurisdiction.

REMOVAL OF DEBRIS. Upon completion of the work, the Subcontractor agrees to remove all of his own debris and surplus material from owner's property and leave said property in a neat and broom-clean condition. Subcontractor will not accept any charges for any prorated proportion of general clean-up of the premises, nor will he be responsible for the disposal of central scrap piles.

ASBESTOS AND HAZARD MATERIAL. Asbestos or other hazardous materials disturbance, removal or abatement is not provided for by the terms of this subcontract. If Subcontractor encounters such substances, Subcontractor shall immediately stop work and allow the General Contractor to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work.

EXHIBIT "B"
INSURANCE REQUIREMENTS FOR
NeMaco Inc. – General Contractor

SUBCONTRACTOR shall maintain in full force and effect at all times Commercial General Liability, Business Auto Liability and Workers' Compensation insurance.

Please comply with the requirements below. No work shall commence until we have received the proper insurance certificate with the additional insured endorsement.

Additional Insured Wording: "NeMaco, Inc." must be named as "Additional Insured" with an Additional Insured endorsement.

Additional Insured Endorsement: Provide an ISO FORM CG2010 (11/85) or equivalent. If this form cannot be provided, the Additional Insured Endorsement must specify that coverage applies to "Completed Operations". "Ongoing Operations" will not be acceptable.

Primary & Non-contributory Wording: Insurance carried by the subcontractor shall be Primary & Non-Contributory with any other insurance carried by or available to NeMaco, Inc. and the appropriate endorsement must be provided.

Commercial General Liability Coverage – Occurrence Form Only

Limits of liability should be a minimum of:
\$2,000,000 General Aggregate
\$2,000,000 Products-Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Each Occurrence

Automobile Liability

Limits should be a minimum of \$1,000,000 Combined Single Limit liability and must include Owned, Non Owned & Hired Auto liability

Workers' Compensation & Employers Liability

Employer's Liability limits must be a minimum of \$1,000,000

Certificate Holder and additional insured must read:

NeMaco, Inc.
5532 Renaissance Avenue, #3
San Diego, Ca 92122

Job Description:

Hotel Churchill Renovations, 827 C Street, San Diego, Ca 92101

ACCEPTED:

Subcontractor Company - Printed	Date
<i>Consider Plumbing, Inc.</i>	11-17-2008
Subcontractor Signature	Date
<i>[Signature]</i> Dan Adams	11-17-2008

[Handwritten initials]

Print Name

Title

**INSURANCE REQUIRMENTS FOR
J & J Properties A, LLC – Property Owner**

SUBCONTRACTOR shall maintain in full force and effect at all times Commercial General Liability, Business Auto Liability and Workers' Compensation insurance.

Please comply with the requirements below. No work shall commence until we have received the proper insurance certificate with the additional insured endorsement.

Additional Insured Wording: "J & J Properties A, LLC" must be named as "Additional Insured" with an Additional Insured endorsement.

Additional Insured Endorsement: Provide an ISO FORM CG2010 (11/85) or equivalent. If this form cannot be provided, the Additional Insured Endorsement must specify that coverage applies to "Completed Operations". "Ongoing Operations" will not be acceptable.

Primary & Non-contributory Wording: Insurance carried by the subcontractor shall be Primary & Non-Contributory with any other insurance carried by or available to J & J Properties A, LLC and the appropriate endorsement must be provided.

Commercial General Liability Coverage – Occurrence Form Only

- Limits of liability should be a minimum of:
- \$2,000,000 General Aggregate
- \$2,000,000 Products-Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence

Automobile Liability

Limits should be a minimum of \$1,000,000 Combined Single Limit liability and must include Owned, Non Owned & Hired Auto liability

Workers' Compensation & Employers Liability

Employer's Liability limits must be a minimum of \$1,000,000

Certificate Holder and additional insured must read:

J & J Properties A, LLC
8110 Aero Drive, Suite 200
San Diego, Ca 92123

Job Description:

Hotel Churchill Renovations, 827 C Street, San Diego, Ca 92101

ACCEPTED:

Subcontractor Company - Printed

Date

Contractor Plumbing Inc. 11-17-08

Subcontractor Signature

Date

[Signature] DAN ADAMS Pres

Print Name

Title

[Handwritten initials]

**EXHIBIT "C" Scope of Work
Rough Plumbing System**

- Remove of all old plumbing rough, including waste, vent and water from the main tie in of the services thru the roof for each fixture and all chases.
- New Waste and Vent re-piping for all washer boxes (3), tubs (40), showers (40), toilets, laves (48), sinks (98) and kitchen (7) trough out building.
- Waste and Vent piping shall be no-hub cast iron.
- New Domestic hot and cold water re-piping in copper for for all hose bibs, trap primers, washer boxes (3), tubs (40), showers (40), toilets, laves (48), sinks (98) and kitchen (7) trough out building
- Plumbing of floor drain for community laundry and re run washer boxes and ice maker.
- Tie in new line to existing sump pump station.
- All strapping and isolation.
- Provide and install Waste and overflow for bath tubs.
- To set tubs complete.
- Shut off valves for Hot and Cold risers at each floor with access panels.
- Backflow device with pressure Regulator after meters to code.
- Insulation of hot side and recert line per title 24.
- All pipe sizing shall be per UPC and 2007 California Plumbing Code.
- Complete Labor, Materials, Taxes and Materials.
- All testing of plumbing and sign off by City of san Diego.

EXCLUDES:

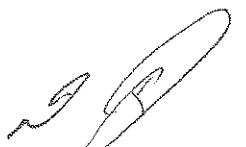
- All hazardous material abatement, disposal and fees.
- All Fire proofing of plumbing penetrations.
- All permits fees.
- All demo, concrete coring, patch work and surface refinishing.
- All plumbing Fixtures and Finish trim.

Additional Items as requested and approval of General Contractor;

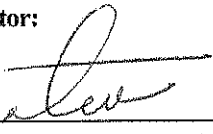
Rates: Foreman \$85.00/hr.

Plumber \$70.00/hr.

Laborer \$35.00/hr



General Contractor:

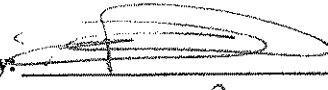
By: 

Print Name: Nemat Anjomshou

Print Title: President

Date: 11-17-2008

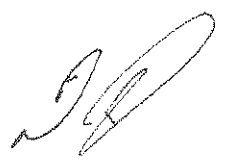
Subcontractor:

By: 

Print Name: Dan Adams

Print Title: President

Date: 11-17-2008



HOTEL CHURCHILL

SCHEDULES OF VALUES

PLUMBING

Complete to: 10/1/2008

BASE CONTRACT \$ 199,250

PHASE	% of Contract	% Value	% CTD	Gross billed	Remaining	Note
Mobilization	3.96236%	\$ 7,895.00	0%	\$ -	\$ 7,895.00	
	0%	\$ -	0%	\$ -	\$ -	
Basement	0%	\$ -	0%	\$ -	\$ -	
Waste & Vent	13%	\$ 25,902.50	0%	\$ -	\$ 25,902.50	
Water	4%	\$ 7,970.00	0%	\$ -	\$ 7,970.00	
Backflow & PRV	1.50%	\$ 2,988.75	0%	\$ -	\$ 2,988.75	
First Floor	0%	\$ -	0%	\$ -	\$ -	
Waste & Vent	15.0%	\$ 29,887.50	0%	\$ -	\$ 29,887.50	
Water	3%	\$ 5,977.50	0%	\$ -	\$ 5,977.50	
Mezzanine	0%	\$ -	0%	\$ -	\$ -	
Waste & Vent	2%	\$ 3,985.00	0%	\$ -	\$ 3,985.00	
Water	1%	\$ 1,992.50	0%	\$ -	\$ 1,992.50	
3rd Floor	0%	\$ -	0%	\$ -	\$ -	
Waste & Vent	6%	\$ 11,955.00	0%	\$ -	\$ 11,955.00	
Water	3.0%	\$ 5,977.50	0%	\$ -	\$ 5,977.50	
Tubs Set	1%	\$ 1,992.50	0%	\$ -	\$ 1,992.50	
4th Floor	0%	\$ -	0%	\$ -	\$ -	
Waste & Vent	6%	\$ 11,955.00	0%	\$ -	\$ 11,955.00	
Water	3%	\$ 5,977.50	0%	\$ -	\$ 5,977.50	
Tubs Set	1%	\$ 1,992.50	0%	\$ -	\$ 1,992.50	
5th Floor	0%	\$ -	0%	\$ -	\$ -	
Waste & Vent	6.0%	\$ 11,955.00	0%	\$ -	\$ 11,955.00	
Water	3%	\$ 5,977.50	0%	\$ -	\$ 5,977.50	
Tubs Set	1%	\$ 1,992.50	0%	\$ -	\$ 1,992.50	
6th Floor	0%	\$ -	0%	\$ -	\$ -	
Waste & Vent	7%	\$ 13,947.50	0%	\$ -	\$ 13,947.50	
Water	3%	\$ 5,977.50	0%	\$ -	\$ 5,977.50	
Tubs Set	1%	\$ 1,992.50	0%	\$ -	\$ 1,992.50	
7th Floor	0%	\$ -	0%	\$ -	\$ -	
Waste & Vent	3%	\$ 5,977.50	0%	\$ -	\$ 5,977.50	
Water	2%	\$ 3,985.00	0%	\$ -	\$ 3,985.00	
Tubs Set	0.5%	\$ 996.25	0%	\$ -	\$ 996.25	
Contingency	10.03764%	\$ 20,000.00	0%	\$ -	\$ 20,000.00	
TOTALS	100.00%	\$ 199,250.00		\$ -	\$ 199,250.00	

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE(MM/DD/YY)
11/24/08

PRODUCER
PAYCHEX AGENCY, INC.
1175 JOHN STREET
WEST HENRIETTA, NY 14586

INSURED
CONTENDER PLUMBING INC
18689 PAMO WINTERCAMP RD
RAMONA, CA 92065-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: GUARD INSURANCE
COMPANY B:
COMPANY C:
COMPANY D:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL	COWC913934	02/01/08	02/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000.00 EL DISEASE - POLICY LIMIT \$ 1,000,000.00 EL DISEASE - EA EMPLOYEE \$ 1,000,000.00
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
JOB: HOTEL CHURCHILL 827 C ST SAN DIEGO CA 92101

CERTIFICATE HOLDER
NEMACO INC
5532 RENAISSANCE AVE # 3
SAN DIEGO, CA 92122

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Deane Swetman

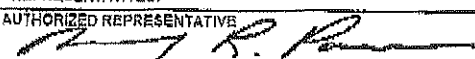
ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID NV CONTE-5	DATE (MM/DD/YYYY) 11/21/08
PRODUCER Powers and Company Insurance Agents and Brokers P. O. Box 619043 Lic #0B02564 Roseville CA 95661-9043 Phone: 916-630-8643 Fax: 800-783-0083		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
Contender Plumbing, Inc. 18689 Pano Wintercamp Rd. Ramona CA 92065-7432		INSURER A: Navigators Specialty Ins. Co.	36056
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR RDTL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	04ND0001502	08/26/08	08/26/09	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				W/O STATUTORY LIMITS OTH. ER. E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *10 day NOC applies for nonpayment of premium. Certificate holder and J & J Properties A LLC are included as Additional Insured under Commercial General Liability policy per endorsement ANF-ES 043 05/06, subject to a written contract between the Named Insured and the Additional Insured. **Endorsement to follow from company, subject to approval. Re: 827 C St San Diego CA 92110

CERTIFICATE HOLDER NEMACO Inc Fax: 315-222-2516 5532 Renaissance Ave #3 San Diego CA 92122	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

BLANKET ADDITIONAL INSURED— OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Policy Number: 04-N0001502	Endorsement Effective: 11/21/2008 To 8/26/2009
Named Insured: CONTENDER PLUMBING INC. DBA:	Countersigned By: <i>Lisa Erickson</i>

SCHEDULE

Name of Person or Organization: NEMACO INC AND J & J PROPERTIES A LLC 5532 RENISSANCE AVE # 3 SAN DIEGO, CA, 92122
Location: 827 C STREET, SAN DIEGO, CA, 92101

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:
- 2. Exclusions**
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C.** The words "you" and "your" refer to the Named Insured shown in the Declarations.
- D.** "Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

Primary Wording

If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.

Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.



UNITED
TECHNOLOGIES
OTIS ELEVATOR

ACKNOWLEDGMENT

Thank you for your order

Please refer to our contract number in all correspondence. Address all inquiries to:

Otis Elevator Co.
4619 Viewridge Ave., Suite A
San Diego, CA 92123
Attention: Mei Truong

Contract Number
S166075

Your Order Number
HC 001

Date Acknowledged
September 10, 2008

Sold To
NEMACO Inc.
8110 Aero Drive
San Diego, CA 92123

Job Location
Churchill Hotel
827 C. Street
San Diego, CA 92101

Thank you for allowing us the opportunity to do business with your company. Enclosed are two signed copies of our Agreement with you. Our acceptance of this Agreement is conditioned by the following clarifications to its terms, whether specifically noted in the contract or as an additional document incorporated by reference or as a matter of law. It is also understood that our proposal dated August 5, 2008 is made a part of this Agreement and shall prevail over any contract specifications in conflict with the equipment to be furnished or our scope of work, and that the terms included herein will be deemed accepted by you upon our commencement of the Work.

WARRANTY

Otis' warranty is limited to the repair or replacement, at Otis' discretion, of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to Otis during the term of this contract. This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work by others. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

INSURANCE

We are supplying the attached insurance certificate evidencing the insurance carried by us conditioned on the understanding that it represents full compliance with all insurance requirements applying to us on this project. Otis does not provide certified copies of an insurance policy, waive subrogation rights or name and/or add others as additional insured. We will, however, provide insurance certificates on request, reflecting coverage for the project on an occurrence basis in accordance with the coverage limits outlined in the contract documents. In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective Liability policy with a limit of \$2,000,000.

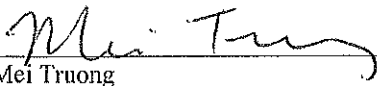
You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Otis.

PROJECT DELAYS

Notwithstanding any other provision in the contract to the contrary, neither party shall be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, theft, weather, natural or man-made disaster, civil commotion, mischief or act of God. Under no circumstances shall either party be liable for special, indirect, liquidated or consequential damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property.

We want to take this opportunity to thank you for this order.

OTIS ELEVATOR COMPANY


 Mei Truong



NeMaco Inc

PLANNING ENGINEERING CONSTRUCTION

Tel: (858) 525-5554

e-fax: (315) 222-2516

Email: nemat@nemaco.us

General Engineering Contractor License # 839107

**CONTRACT
BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR**

This Agreement is made by and between **GENERAL CONTRACTOR, NeMaco Inc, 5532 Renaissance Ave #3, San Diego CA, 92122** and **SUBCONTRACTOR, Otis Elevator Company, 4619 Viewridge Ave, Suite A, San Diego, CA 92123**

Project: Hotel Churchill Renovation/Elevator Modernization – Structural Engineering
Description of Project: See Exhibit "C" Scope of Work
Location of Project: 827 C Street, San Diego CA, 92101
Approximate Start Date: 09/04/2008
Completion Date: 08/30/2009

THE WORK Subcontractor shall provide all labor, materials, equipment and services necessary to complete the work, as described in Exhibit C Scope of work, in accordance with the Contract Documents.

COMPENSATION General Contractor shall compensate subcontractor for work performed on the bases of a fixed price payments shall be by General Contractor to Subcontractor as follows:

Contract Award	30%
Progress Payment at 50% Completion	30%
Balance Upon Submittal of the Final Design	40%

EXHIBITS: The following Exhibits are incorporated by reference and made part of this Agreement:

Exhibit A: General Conditions 2 pages.

Exhibit B: Insurance Requirements 2 pages.

Exhibit C: Scope of work 1 page.

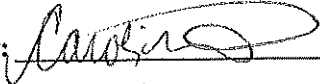
Contract Amount: Not to Exceed Thirty Thousand Dollars and 00/100,
\$30,000.00

All invoices to be submitted for payment on the fifteenth (15) Day of each month.
Payments to be made within fifteen (30) calendar days.

General Contractor:

Subcontractor:

By: NetMac Inc.

By: 

Print Name: Nemor Anjomshoa

Print Name: CAROLINE ANSTRUKIEWICZ
Authorized Representative

Print Title: President

Print Title: _____

Date: 09/10/08

Date: 9/10/08

OUR ACCEPTANCE OF THIS
AGREEMENT IS CONDITIONED
ON PROVISIONS CONTAINED
IN THE ATTACHED
ACKNOWLEDGEMENT FORM
5146075

EXHIBIT "A"
GENERAL CONDITIONS

Date: September 4th, 2008
Project: Hotel Churchill Renovation
Job #: HC 001

INSURANCE. See Exhibit "B"

DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to the services of Contractor pursuant to the terms of this agreement shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This provision shall not preclude the option of utilizing small claims court. Unless agreed otherwise, all arbitration and small claims court proceedings shall be held in San Diego, California.

If any action or proceeding is initiated by any person to enforce or interpret the provisions of this agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party or parties its' costs and expenses incurred in connection therewith, including without limitation reasonable attorney's fees and the costs and expenses of litigation or arbitration. This provision does not preclude the use of small claims court to settle disputes.

SUBCONTRACTOR RESPONSIBILITIES. Any information or services to be provided by subcontractor shall be provided in a timely manner so as not to delay the Work.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. Subcontractor agrees to waive all claims against General Contractor and Owner for any consequential damages that may arise out of or relate to this Agreement.

ASSIGNMENT. Neither General Contractor nor Subcontractor shall assign its interest in this Agreement without the express written consent of the other.

GOVERNING LAW. This Agreement shall be governed by the law in effect at the location of the Project.

COMPLIANCE WITH LAWS. In connection with the performance by Subcontractor of his/her duties pursuant to this Agreement, Subcontractor shall obtain and pay for all permits and comply with all federal, state, county and local laws, ordinances and regulations.

ENTIRE AGREEMENT. This represents the entire agreement and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement can only be changed by subsequent written agreement.

OWNERSHIP OF CONSTRUCTION DOCUMENTS. All construction documents including but not limited to plans, specifications, reports and sketches, produced by Subcontractor pursuant to this agreement shall remain the property of THE GENERAL CONTRACTOR and shall be duplicated, copied, modified or used for other projects without the express written consent of Subcontractor.

WARRANTY. The work shall be executed in accordance with the Contract Documents in a workmanlike manner. Subcontractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Subcontractor further warrants that the work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Subcontractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others retained by Owner, or abuse. If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the work, any portion of the work is found to be not in conformance with the Contract Documents ("Defective Work"), General Contractor/Owner shall promptly notify Subcontractor in writing. Unless General Contractor provides written acceptance of the condition, Subcontractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

RETAINAGE. From each progress payment made prior to Substantial Completion General Contractor may retain ten percent (10%) contract of the amount.

ARBITRATION. Shall be pursuant to the Construction Industry Rules of the American Arbitration Association unless the parties mutually agree otherwise. A written demand for arbitration shall be filed with the American Arbitration Association and the other party to the agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding has run. The arbitration award shall be final. This agreement to arbitrate shall be governed by the Federal Arbitration Act and judgment upon the award may be confirmed in any court having jurisdiction.

REMOVAL OF DEBRIS. Upon completion of the work, the Subcontractor agrees to remove all of his own debris and surplus material from owner's property and leave said property in a neat and broom-clean condition. Subcontractor will not accept any charges for any prorated proportion of general clean-up of the premises, nor will he be responsible for the disposal of central scrap piles.

ASBESTOS AND HAZARD MATERIAL. Asbestos or other hazardous materials disturbance, removal or abatement is not provided for by the terms of this subcontract. If Subcontractor encounters such substances, Subcontractor shall immediately stop work and allow the General Contractor to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work.

EXHIBIT "B"
INSURANCE REQUIRMENTS FOR
NeMaco Inc. – General Contractor

SUBCONTRACTOR shall maintain in full force and effect at all times Commercial General Liability, Business Auto Liability and Workers' Compensation insurance.

Please comply with the requirements below. No work shall commence until we have received the proper insurance certificate with the additional insured endorsement.

Additional Insured Wording: "NeMaco, Inc." must be named as "Additional Insured" with an Additional Insured endorsement.

Additional Insured Endorsement: Provide an ISO FORM CG2010 (11/85) or equivalent. If this form cannot be provided, the Additional Insured Endorsement must specify that coverage applies to "Completed Operations". "Ongoing Operations" will not be acceptable.

Primary & Non-contributory Wording: Insurance carried by the subcontractor shall be Primary & Non-Contributory with any other insurance carried by or available to **Nemaco, Inc.** and the appropriate endorsement must be provided.

Commercial General Liability Coverage – Occurrence Form Only

- Limits of liability should be a minimum of:
- \$2,000,000 General Aggregate
- \$2,000,000 Products-Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence

Automobile Liability

Limits should be a minimum of \$1,000,000 Combined Single Limit liability and must include Owned, Non Owned & Hired Auto liability

Workers' Compensation & Employers Liability

Employer's Liability limits must be a minimum of \$1,000,000

Certificate Holder and additional insured must read:

NeMaco, Inc.
5532 Renaissance Avenue, #3
San Diego, Ca 92122

Job Description:

Hotel Churchill Renovations, 827 C Street, San Diego, Ca 92101

ACCEPTED:

Subcontractor Company - Printed	Date
Subcontractor Signature	Date
Print Name	Title

**INSURANCE REQUIRMENTS FOR
J & J Properties A, LLC – Property Owner**

SUBCONTRACTOR shall maintain in full force and effect at all times Commercial General Liability, Business Auto Liability and Workers' Compensation insurance.

Please comply with the requirements below. No work shall commence until we have received the proper insurance certificate with the additional insured endorsement.

Additional Insured Wording: "J & J Properties A, LLC" must be named as "Additional Insured" with an Additional Insured endorsement.

Additional Insured Endorsement: Provide an ISO FORM CG2010 (11/85) or equivalent. If this form cannot be provided, the Additional Insured Endorsement must specify that coverage applies to "Completed Operations". "Ongoing Operations" will not be acceptable.

Primary & Non-contributory Wording: Insurance carried by the subcontractor shall be Primary & Non-Contributory with any other insurance carried by or available to J & J Properties A, LLC and the appropriate endorsement must be provided.

Commercial General Liability Coverage – Occurrence Form Only

- Limits of liability should be a minimum of:
- \$2,000,000 General Aggregate
- \$2,000,000 Products-Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence

Automobile Liability

Limits should be a minimum of \$1,000,000 Combined Single Limit liability and must include Owned, Non Owned & Hired Auto liability

Workers' Compensation & Employers Liability

Employer's Liability limits must be a minimum of \$1,000,000

Certificate Holder and additional insured must read:

J & J Properties A, LLC
8110 Aero Drive, Suite 200
San Diego, Ca 92123

Job Description:

Hotel Churchill Renovations, 827 C Street, San Diego, Ca 92101

ACCEPTED:

_____	_____
Subcontractor Company - Printed	Date
_____	_____
Subcontractor Signature	Date
_____	_____
Print Name	Title

EXHIBIT "C"
Scope of Work
Elevator Modernization - Structural Engineering

Structural Engineering Services the modernization of one original cable elevator at Hotel Churchill, San Diego including the following tasks:

- Field measurement and investigation
- All structural calculations normally done on the elevator systems when the elevator is modernize
- Sheave beam calculations and details
- Rail bracket calculations and details
- Equipment anchorage calculations and details
- Hoist way plan and section
- Machine room plan
- New basement hoist machine anchorage
- Design of hoist machine inertia block
- Design of new pit extension, if necessary
- Design of intermediate rail support between first and second floors
- Fish plate calculations and details
- Seismic retainer plate calculations and details
- Design of steel stud hoist way enclosure between first and second floors
- Plan check rebuttal
- Coordination meetings with others involve on this project
- Structural Observation
- Travel Expenses
- Multiple Copies of reproduction
- Any Calculation and/or drawings which have to be done to modernize existing elevator

keep in mind due to existing configuration of the hoistway with respect to existing stairway and hallway at each floor level, the hoistway not be enlarged.

General Contractor representative signature:

Subcontractor representative signature:

OTIS

DATE: August 20, 2008

TO: Nemat Anjomshoaa

Nemaco Inc.
827 C Street
San Diego, CA 92101
Tel: (858) 525-5554 Fax: (315) 222-2516
Email: nemat@nemaco.us

FROM: Mei Truong

Otis Elevator Company
4619 Viewridge Ave, Ste A
San Diego, CA 92123
Tel: (858) 514-2808 Fax: (858) 560-1639
Email: Mei.Truong@Otis.com

PROJECT LOCATION:

Hotel Churchill
827 C Street
San Diego, CA 92101

MACHINE NUMBER(S): 37977 (only elevator)

PROPOSAL NUMBER: ZKP7996

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

STRUCTURAL ENGINEERING

We will provide structural engineering per the following scope of work:

- Field measurement and investigation
- All structural calculations normally done on the elevator systems when the elevator is modernize
- Sheave beam calculations and details
- Rail bracket calculations and details
- Equipment anchorage calculations and details
- Hoist way plan and section
- Machine room plan
- New basement hoist machine anchorage
- Design of hoist machine inertia block
- Design of new pit extension, if necessary
- Design of intermediate rail support between first and second floors
- Fish plate calculations and details
- Scismic retainer plate calculations and details
- Design of steel stud hoist way enclosure between first and second floors

OTIS SERVICE AND REPAIR ORDER

- Plan check rebuttal
- Coordination meetings with others involve on this project
- Structural Observation
- Travel Expenses
- Multiple Copies of reproduction

PRICE: Not to exceed \$30,000.00

PRICE: \$30,000.00
Thirty thousand and 00/100 Dollars

This price is based on a thirty percent (30%) downpayment in the amount of \$ 9,000.

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: _____
Mei Truong

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

OTIS ELEVATOR COMPANY
Approved by Authorized Representative

Date: 8/26/08

Date: _____

Signed: X [Signature]

Signed: _____

Print Name: Nemor Anjanshae

Print Name: Brian Kegler

Title: President

Title: General Manager

Name of Company: NeMaco Inc.

Principal, Owner or
Authorized Representative of Principal or Owner

Agent

(Name of Principal or Owner)

OTIS SERVICE AND REPAIR ORDER

Exhibit C

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of thirty percent (30%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefor, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control.
- We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including retention and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.
- Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communications relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

OTIS SERVICE AND REPAIR ORDER



PLANNING ENGINEERING CONSTRUCTION

Tel: (858) 525-5554

e-fax: (315) 222-2516

Email: nemat@nemaco.us

General Engineering Contractor License # 839107

**FIXED PRICE CONTRACT
BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR**

This Agreement is made by and between: **GENERAL CONTRACTOR, NeMaco Inc,**
5532 Renaissance Ave #3, San Diego CA, 92122 and
SUBCONTRACTOR, DONAVEN ELECTRIC INC.,
1531 Falda Del Cerro Ct., El Cajon, CA 92019

Project: Hotel Churchill Renovation/Electrical Upgrade
Description of Project: See Exhibit "C" Scope of Work
Location of Project: 827 C Street, San Diego CA, 92101
Approximate Start Date: 04/06/09
Completion Date: 07/03/09

THE WORK Subcontractor shall provide all labor, materials, equipment and services necessary to complete the work, as described in Exhibit "C", Scope of work, in accordance with the Contract Documents.

COMPENSATION General Contractor shall compensate subcontractor for work performed on the bases of a fixed price payments shall be by General Contractor to Subcontractor as indicated in Exhibit "D", Schedule Value.

EXHIBITS: The following Exhibits are incorporated by reference and made part of this Agreement:

- Exhibit A: General Conditions 2 pages.**
- Exhibit B: Insurance Requirements 2 pages.**
- Exhibit C: Scope of work 1 page.**
- Exhibit D: Schedule Value 1 page.**

CONTRACT DOCUMENTS The following documents are part of this agreement:
None

A handwritten signature, possibly 'A.Y.', written in black ink.

A small, stylized handwritten mark or signature in the bottom right corner of the page.

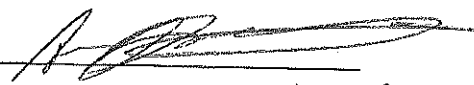
**Contract Amount: Including Alternative "A" (\$9,000.00) and Contingency (\$5,000.00),
Ninety-Nine Thousand Dollars and 00/100, \$ 99,000.00**

**All invoices to be submitted for payment on the fifteenth (15) Day of each month and
Payments to be made within thirteen (30) calendar days.**

General Contractor:

Subcontractor:

By: 

By: 

Print Name: Nemat Anjoushooa

Print Name: Anni Yousif

Print Title: President

Print Title: president

Date: 03/31/09

Date: 3-31-09



EXHIBIT "A"
GENERAL CONDITIONS

Date: March 31, 2009
Project: Hotel Churchill Renovation
Job #: HC 004

INSURANCE. See Exhibit "B"

"Subcontractor shall indemnify and hold harmless **NeMaco Inc** and **J & J Properties A, LLC** against any claims, damages, losses and expenses, including legal fees that is due to Subcontractor's ~~own~~ negligence, except as to those claims, damages, losses expenses, and / or attorney's fees expenses caused entirely by **NeMaco Inc** and **J & J Properties A, LLC** and except as to those claims, damages, losses, expenses and/or attorneys' fees expenses caused by the intentional acts of **NeMaco Inc** and **J & J Properties A, LLC.**"

D 5/5/09
ARE X A-Y → *D 5/5/09*
N.Y.

DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to the services of Contractor pursuant to the terms of this agreement shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This provision shall not preclude the option of utilizing small claims court. Unless agreed otherwise, all arbitration and small claims court proceedings shall be held in San Diego, California.

If any action or proceeding is initiated by any person to enforce or interpret the provisions of this agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party or parties its' costs and expenses incurred in connection therewith, including without limitation reasonable attorney's fees and the costs and expenses of litigation or arbitration. This provision does not preclude the use of small claims court to settle disputes.

SUBCONTRACTOR RESPONSIBILITIES. Any information or services to be provided by subcontractor shall be provided in a timely manner so as not to delay the Work.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. Subcontractor agrees to waive all claims against General Contractor and Owner for any consequential damages that may arise out of or relate to this Agreement.

ASSIGNMENT. Neither General Contractor nor Subcontractor shall assign its interest in this Agreement without the express written consent of the other.

GOVERNING LAW. This Agreement shall be governed by the law in effect at the location of the Project.

COMPLIANCE WITH LAWS. In connection with the performance by Subcontractor of his/her duties pursuant to this Agreement, Subcontractor shall obtain and pay for all permits and comply with all federal, state, county and local laws, ordinances and regulations.

ENTIRE AGREEMENT. This represents the entire agreement and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement can only be changed by subsequent written agreement.

A-Y

D

OWNERSHIP OF CONSTRUCTION DOCUMENTS. All construction documents including but not limited to plans, specifications, reports and sketches, produced by Subcontractor pursuant to this agreement shall remain the property of THE GENERAL CONTRACTOR and shall be duplicated, copied, modified or used for other projects without the express written consent of Subcontractor.

WARRANTY. The work shall be executed in accordance with the Contract Documents in a workmanlike manner. Subcontractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Subcontractor further warrants that the work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Subcontractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others retained by Owner, or abuse. If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the work, any portion of the work is found to be not in conformance with the Contract Documents ("Defective Work"), General Contractor/Owner shall promptly notify Subcontractor in writing. Unless General Contractor provides written acceptance of the condition, Subcontractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

RETENTION. From each progress payment made prior to Substantial Completion General Contractor may retain ten percent (10%) contract of the amount.

ARBITRATION. Shall be pursuant to the Construction Industry Rules of the American Arbitration Association unless the parties mutually agree otherwise. A written demand for arbitration shall be filed with the American Arbitration Association and the other party to the agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding has run. The arbitration award shall be final. This agreement to arbitrate shall be governed by the Federal Arbitration Act and judgment upon the award may be confirmed in any court having jurisdiction.

REMOVAL OF DEBRIS. Upon completion of the work, the Subcontractor agrees to remove all of his own debris and surplus material from owner's property and leave said property in a neat and broom-clean condition. Subcontractor will not accept any charges for any prorated proportion of general clean-up of the premises, nor will he be responsible for the disposal of central scrap piles.

ASBESTOS AND HAZARD MATERIAL. Asbestos or other hazardous materials disturbance, removal or abatement is not provided for by the terms of this subcontract. If Subcontractor encounters such substances, Subcontractor shall immediately stop work and allow the General Contractor to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work.

9-4

2

EXHIBIT "B"
INSURANCE REQUIRMENTS FOR
NeMaco Inc. – General Contractor

SUBCONTRACTOR shall maintain in full force and effect at all times Commercial General Liability, Business Auto Liability and Workers' Compensation insurance.

Please comply with the requirements below. No work shall commence until we have received the proper insurance certificate with the additional insured endorsement.

Additional Insured Wording: "NeMaco, Inc." must be named as "Additional Insured" with an Additional Insured endorsement.

Additional Insured Endorsement: Provide an ISO FORM CG2010 (11/85) or equivalent. If this form cannot be provided, the Additional Insured Endorsement must specify that coverage applies to "Completed Operations". "Ongoing Operations" will not be acceptable.

Primary & Non-contributory Wording: Insurance carried by the subcontractor shall be Primary & Non-Contributory with any other insurance carried by or available to **Nemaco, Inc.** and the appropriate endorsement must be provided.

Commercial General Liability Coverage – Occurrence Form Only

- Limits of liability should be a minimum of:
- \$2,000,000 General Aggregate
- \$2,000,000 Products-Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence

Automobile Liability

Limits should be a minimum of \$1,000,000 Combined Single Limit liability and must include Owned, Non Owned & Hired Auto liability

Workers' Compensation & Employers Liability

Employer's Liability limits must be a minimum of \$1,000,000

Certificate Holder and additional insured must read:

NeMaco, Inc.
5532 Renaissance Avenue, #3
San Diego, Ca 92122

Job Description:

Hotel Churchill Renovations, 827 C Street, San Diego, Ca 92101

ACCEPTED:

Donneren Electric INC
Subcontractor Company - Printed

3-31-09
Date

[Signature]
Subcontractor Signature

3-31-09
Date

Doni Yousif
Print Name

president
Title

Handwritten mark

EXHIBIT "D"
HOTEL CHURCHILL
SCHEDULES OF VALUES
ELECTRICAL

Complete to: 7/3/2009

BASE CONTRACT \$ 99,000

PHASE	% of Contract	% Value	% CTD	Gross billed	Remaining	Retention
Mobilization	7.94950%	\$ 7,870.01	0%		\$ 7,870.01	\$ -
Basement	4%	\$ 3,960.00	0%		\$ 3,960.00	\$ -
Mezzanine	0%	\$ -	0%		\$ -	\$ -
Rooms	2.0%	\$ 1,980.00	0%		\$ 1,980.00	\$ -
Common Area	1%	\$ 990.00	0%		\$ 990.00	\$ -
2nth Floor	1%	\$ 990.00	0%		\$ 990.00	\$ -
Rooms	9%	\$ 8,910.00	0%		\$ 8,910.00	\$ -
Common Area	4%	\$ 3,960.00	0%		\$ 3,960.00	\$ -
3rd Floor	1%	\$ 990.00	0%		\$ 990.00	\$ -
Rooms	8%	\$ 7,920.00	0%		\$ 7,920.00	\$ -
Common Area	4%	\$ 3,960.00	0%		\$ 3,960.00	\$ -
4th Floor	1%	\$ 990.00	0%		\$ 990.00	\$ -
Rooms	8%	\$ 7,920.00	0%		\$ 7,920.00	\$ -
Common Area	4%	\$ 3,960.00	0%		\$ 3,960.00	\$ -
5th Floor	1%	\$ 990.00	0%		\$ 990.00	\$ -
Rooms	8%	\$ 7,920.00	0%		\$ 7,920.00	\$ -
Common Area	4%	\$ 3,960.00	0%		\$ 3,960.00	\$ -
6th Floor	1%	\$ 990.00	0%		\$ 990.00	\$ -
Rooms	9%	\$ 8,910.00	0%		\$ 8,910.00	\$ -
Common Area	4%	\$ 3,960.00	0%		\$ 3,960.00	\$ -
7th Floor	1%	\$ 990.00	0%		\$ 990.00	\$ -
Rooms	8%	\$ 7,920.00	0%		\$ 7,920.00	\$ -
Common Area	4%	\$ 3,960.00	0%		\$ 3,960.00	\$ -
Contingency	5.05050%	\$ 5,000.00	0%		\$ 5,000.00	\$ -
TOTALS	100.00%	\$ 99,000.00		\$ -	\$ 99,000.00	\$ -

Final Proposal

Exhibit C

DONAVEN ELECTRIC.INC
 1531 FALDA DEL CERRO.CT
 EL CAJON, CA 92019
 TEL:(619)442-0446
 FAX:(619)442-4567

Estimate

Date	Estimate #
3/30/2009	35

Name / Address
NeMaco Inc. 827 C street San Diego, CA 92101

Project	LIC#523571

Description	Qty	Rate	Total
Provide and Install two 20amp 120v dedicated line for lighting on each floor and connection to sub panel. Provide and install a dedicated line for common area lighting and connection to sub panel on each floor. Provide and install a 20amp 120v dedication line for each room including two duplex outlets and connection to Sub Panel. The location of outlets will be marked during initial walk-thru of GC and Electrical subcontractor. provide and install 20amp 120v dedicated line for every five rooms around the sinks including GFI outlet and light connection above. Provide and install only receptacle and switch for lights. provide and install conduit and new wire for all exisiting lights and outlets on 7th floor. Provide and install conduit and new wire for all smoke detectors. Provide and install a dedication line for emergency lights and exit signs (min 4 on each floor). Provide and run conduit between Sub panels on each floor to Main Switch Gear in Basement. Provide and install new wires for Telephone and Cable for each room and connection to main in basement. provide and install Phone and TV Jacks. All the electrical work shall be per current California Electrical Code and compliance with all local and national codes.		94,000.00	94,000.00

DONAVEN ELECTRIC.INC
 1531 FALDA DEL CERRO.CT
 EL CAJON, CA 92019
 TEL:(619)442-0446
 FAX:(619)442-4567

Estimate

Date	Estimate #
3/30/2009	35

Name / Address
NeMaco Inc. 827 C street San Diego, CA 92101

Project	LIC#523571
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Description	Qty	Rate	Total
All testing of electrical work and sign off by City of San Diego. Exclusion: All demo, cutting and concrete coring. Patch work, Drywall and finishing surface. All Light Fixtures. All permit Fees. All exit signs and emergency lights. All smoke detectors.		0.00	0.00
		Total	\$94,000.00

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID SM DONOV-1	DATE (MM/DD/YYYY) 09/02/09
PRODUCER Kennedy Insurance Agency, Inc. 2295 Fletcher Parkway, Ste.100 El Cajon CA 92020 Phone: 619-797-1440 Fax: 619-797-1459		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Donaven Electric Service Andy Yousif, dba: Andy Yousif, DBA: 1531 Faldo Del Cerro Court El Cajon CA 92019		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: NIC Insurance Company	
		INSURER B: FirstComp	
		INSURER C: Victoria Insurance Group	42889
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	0410096714	09/09/09	09/09/10	EACH OCCURRENCE \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/OP AGG \$ 1000000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	5513331	11/27/08	11/27/09	COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$ 50000
					BODILY INJURY (Per accident) \$ 100000
					PROPERTY DAMAGE (Per accident) \$ 25000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WEN004732501	07/14/09	07/14/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 1000000
					E.L. DISEASE - EA EMPLOYEE \$ 1000000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10 day notice for nonpayment of premium. Certificate holders are named as additional insured's with respect to project: 827 C Street, San Diego, CA 92101

CERTIFICATE HOLDER

CANCELLATION

NEMACO INC. & J&J PROPERTIES A.LLC 5532 RENAISSANCE AVE. #3 SAN DIEGO CA 92122	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SM
DONOV-1

DATE (MM/DD/YYYY)
08/05/09

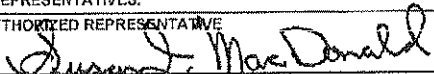
PRODUCER Kennedy Insurance Agency, Inc. 2295 Fletcher Parkway, Ste.100 El Cajon CA 92020 Phone: 619-797-1440 Fax: 619-797-1459	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Donaven Electric Service Andy Yousif, dba: Andy Yousif, DBA: 1531 Faldo Del Cerro Court El Cajon CA 92019	INSURER A: NIC Insurance Company	
	INSURER B: FirstComp	
	INSURER C: Victoria Insurance Group	42889
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	0410059672	09/09/08	09/09/09	EACH OCCURRENCE	\$ 1000000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2000000
					PRODUCTS - COMP/OP AGG	\$ 1000000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	5513331	11/27/08	11/27/09	COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$ 50000
					BODILY INJURY (Per accident)	\$ 100000
					PROPERTY DAMAGE (Per accident)	\$ 25000
					GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WEN004732501	07/14/09	07/14/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$ 1000000
					E.L. DISEASE - EA EMPLOYEE	\$ 1000000
					E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *10 day notice for nonpayment of premium. Certificate holders are named as additional insured's with respect to project: 827 C Street, San Diego, CA 92101

CERTIFICATE HOLDER NEMACO INC. & J&J PROPERTIES A.LLC 5532 RENAISSANCE AVE. #3 SAN DIEGO CA 92122	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT
(EXCLUDING RESIDENTIAL)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)
CG 20 10 11 85

Policy Number: 04-10059672	Endorsement Effective: 3/31/2009
Named Insured DONAVEN ELECTRIC SERVICE INC. DBA: DONAVEN ELECTRIC	Countersigned By: <i>Rosa Erickson</i>

SCHEDULE

Name of Person or Organization: NEMACO INC. & J&J PROPERTIES A.LLC 5532 RENAISSANCE AVE. #3 SAN DIEGO, CA, 92122
Location: 827 C STREET, SAN DIEGO, CA, 92101

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

The following additional provisions apply to any entity that is an insured by the terms of this endorsement:

1. Primary Wording
If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.
2. Waiver of Subrogation
If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.
3. Neither the coverages provided by this insurance policy nor the provisions of this endorsement shall apply to any claim arising out of the sole negligence of any additional insured or any of their agents/employees.
4. This endorsement does not apply to any work involving or related to properties intended for permanent residential or habitational occupancy (other than apartments).

The words "you" and "your" refer to the Named Insured shown in the Declarations.

"Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

ANF-ES 160 (5/2006)



Attn: NEMAT ANJOMSHOAA
From: CHRIS NOLAN
Estimator: CHRIS NOLAN
Admin: ANDREA MOORE
Revision # _____

Proposal

Date: 4/22/2008
Plan Date: _____
Bid Due Date: 4/9/2008
Addendum: _____

<u>To</u>	<u>Project</u>
NeMaco 8110 Aero Drive #2000 San Diego, CA 92123 Phone: (858) 525-5554- Fax: (619) 231-9012-	HOTEL CHURCHILL 827 C ST SAN DIEGO, CA 92101

PROPOSAL DESCRIPTION

		<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Line</u> <u>Total</u>
1	C-1 CARPET - INSTALLED OVER 5/16" COMMERCIAL PAD - AT FLOOR 2 THRU 7 AT ALL GUEST ROOMS. STAIRS NOT INCLUDED. PRICE INCLUDES, CARPET, PAD, LABOR, AND INSTALLATION MATERIALS INSTALLED COMPLETE. REMOVAL OF EXISTING NOT INCLUDED.				
	SHAW COMMERCIAL CARPETS AMBITION II 20	TBD	2,248.00 SY	14.50	32,596.00
2	C-2 CARPET - INSTALLED OVER 5/16" COMMERCIAL PAD - AT HALLWAYS AND MEZZANINE				
	DESIGNWEAVE PLACE IT HERE	TBD	684.00 SY	20.67	14,138.00
3	C-3 CARPET - INSTALLED DIRECT GLUE - AT LOBBY				
	DESIGNWEAVE CONSIDER THIS	TBD	188.00 SY	26.53	4,987.00

TOTAL (APPLICABLE TAX INCLUDED) \$51,721.00

- EXCLUDES:**
 REMOVAL OF EXISTING CARPET AND PAD.
 FLOOR PREP. USUALLY NOT NEEDED WITH CARPET OVER PAD.
 PHASING FIGURED ONE ENTIRE FLOOR PER PHASE.
 50% DEPOSIT REQUIRED.

Howard's Rug Company will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. The price includes all applicable freight and taxes, unless otherwise noted. Unless specifically included in this proposal: excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; includes no attic stock of material beyond installation coverage; includes work only during regular hours and for a single phase job; excludes any furniture movement; excludes any addenda beyond the base bid; Per CRI-104-96, 6.3 site conditions: The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed. Floor preparation will be billed on a time and material basis at \$75.00 per man-hour plus the cost of the materials. Client is subject to payment for stored materials. Howard's Rug Company will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Howard's Rug Company is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay that amount. This proposal is valid for twenty (20) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

Howard's does not warrant double stick installation due to the uncertainty of existing conditions at the time of installation.

WARRANTY DOES NOT INCLUDE ANY MOISTURE OR VAPOR EMISSION RELATED FLOOR OR SUBFLOOR FAILURES

HOTEL CHURCHILL

NeMaco

Page 2 of 2

Howard's Rug Company

NeMaco

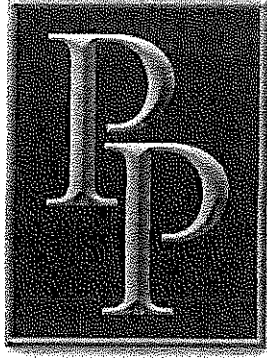
Signed: _____

Signed: _____

CHRIS NOLAN

Proposal Total: \$51,721.00

Proposed Installation Start Date: _____



PRESTIGE PAINTING CO.

March 17, 2009

NeMaco Inc.
Nemat Anjomshoaa

Nemat,

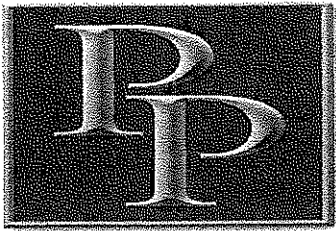
We wish to express our appreciation for the opportunity to provide you with an estimate for your improvement project. Per your request, enclosed is the Proposal and Contract packet for your perusal and consideration.

Thank you for choosing *Prestige Painting Co*, as your painter contractor. We look forward to a smooth and pleasant painting experience.

If you should have any questions, please call me directly at (619) 948-2042.

Thank you,


Nicola Ricci
President



PRESTIGE PAINTING CO.

CA Lic# 795562

Toll Free (866) 619-2699 * Office (619) 934-5901 * Fax (619) 934-7433

Proposal & Contract

DATE
March 17, 2009

ADDRESS

CITY

SUBMITTED TO:

NeMaco Inc.
Nemat Anjomshoaa.

PROJECT ADDRESS

Hotel Churchill

827 C St. San Diego, CA 92101

TELEPHONE

619 / 525-5554

FAX#

315/ 222-2516

Scope of Work: Exterior Painting

Exterior window frames, wood siding, metal escape ladder and building signs will be properly clean from foreign matter followed by hand scrape loose paint prior to top coating.

Exterior window frames will receive one full coat E-Z PRIME, Ext. 100% Acrylic Wood Primer (W 708) prior to top coating followed by two coats of Dunn Edwards PERMASHEEN, 100% Acrylic Semi-Gloss Enamel (W 901V) applied at package consistency, **WITHOUT THINNING COLORS**

Exterior wood siding will receive one full coat E-Z PRIME, Ext. 100% Acrylic Wood Primer (W 708) prior to top coating followed by two coats of Dunn Edwards ACRI-FLAT, Exterior 100% Acrylic Flat Finish (W 704V) applied at package consistency, **WITHOUT THINNING COLORS**

Exterior escape ladder and building signs will have all loose paint and rust scale removed by hand scraping and wire brushing; hand sanded to dull existing sheen followed by spot priming bare area with a industrial metal primer (Corrobar) followed by two coats of premium quality industrial semi-gloss alkyd enamel Dunn-Edwards paint applied at package consistency, **WITHOUT THINNING COLORS**

Surface not to be painted (stucco, plants, concrete, hardware etc. etc.) will be covered and protected with drop cloth and/or 2 ml clear plastic.

Painting Includes:

Exterior window frames, front street sign, roof sign, metal escape ladder and wood siding

Scheduling:

Management and resident will be notified for scheduling and explanation for the above specification on their unit. **Prestige Painting, Co** will monitor and manage the painting project on a daily basis with on-site Foreman for any work explanation.

All work will be performed by experienced professionals, at minimum of inconvenience to the resident. All employees will wear company identification and conduct themselves in a professional manner at all the times.

Clean Up:

Work areas will be left clean at the end of each workday, materials and equipment will be stored on an on-site storage facility after the completion of each workday.

Change of work:

Contractor shall make no changes in the work cover by this agreement, without written direction from the Owner and/or Agent

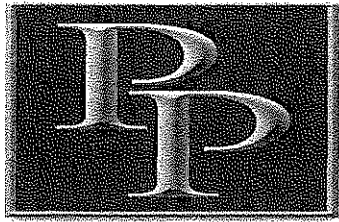
Notice to primary contractor:

NeMaco, Inc will supply Scaffolding for the exterior painting and the sandblasting of the exterior window frames prior to the painting will commence.

Owner/agent _____

Contractor _____

PP



PRESTIGE PAINTING CO.

CA Lic# 795562

Toll Free (866) 619-2699 * Office (619) 934-5901 * Fax (619) 934-7433

Prestige Painting, Co. is a full insured and bonded company with a general liability of \$2,000,000.00 for the entire project; our workers are fully covered by Workmen's Compensation Insurance.

NOTICE TO OWNER/AGENT: Contractors are required by law to be licensed and regulated by the 'contractors' state license board. Any questions concerning a contractor may be referred to the Registrar Contractor's State License Board. P.O.Box 26000, Sacramento, CA 95826

DISPUTE RESOLUTION

Any dispute resolution procedure in the prime contract shall be deemed Incorporated in this Agreement, and shall apply to any disputes arising hereunder, except disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, those which have been waived by the making or acceptance of final payment, and questions regarding the licensure of the contractor. Subject to compliance with all applicable laws, including but not limited to those relating to false claims, dispute and claim certifications, and cost and pricing data requirements, For disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, the parties hereto shall submit any and all disputes arising under or relating to the terms and conditions of the contract to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. No demand in arbitration shall be made after the date when the institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. In any dispute resolution between the parties, the prevailing party shall be entitled, in addition to any other relief granted, to recover its costs of participation, including attorneys' and experts' fees. An award rendered by an arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

Quality Assurance:

Prestige Painting Co. will guarantee Exterior surface for 3-years against paint peeling caused by improper preparation and material application from time of completion. Physical abuse, dry rot, termite problems, normal wear and tear, foundations, flat horizontal surface, water sprinkler contact to painted areas and structural and/or moisture problems are excluded.

Payments to be made as follows:

I. Payments will be arranged between contracting parties.

All material is guaranteed to be as specified. All work to be completed according to standard practice. Any alteration, color changes or deviation from the above specification involving extra cost will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements are contingent upon strikes, accident, or delay beyond our control.

*We hereby propose to furnish materials and labor in accordance with above specification for the sum of:
Fifteen Thousand Seven Hundred Sixty Dollars..... (\$15,760.00)*

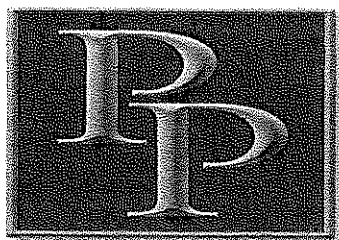
ACCEPTANCE OF PROPOSAL

The above price, specification and condition are satisfactory and are accepted. You are authorized to do the work as specified. Payments will be made as mentioned above.

ACCEPTED BY: _____

DATE: _____

Nicola Ricci
Authorized by
Nicola Ricci
Contractor



PRESTIGE PAINTING CO.

CA Lic# 795562

Toll Free (866) 619-2699 * Office (619) 934-5901 * Fax (619) 934-7433

Proposal & Contract

DATE
March 17, 2009

ADDRESS

CITY

SUBMITTED TO:

NeMaco Inc.

Nemat Anjomshoaa.

PROJECT ADDRESS

Hotel Churchill

827 C St. San Diego, CA 92101

TELEPHONE

619 / 525-5554

FAX#

315 / 222-2516

Scope of work: Interior Repaint

Interior walls, ceilings, wood trim, wood window frames, doors, wood hand rails and new drywall will receive one full coat of premium 100% alkyd interior multipurpose Coverstain primer and sealer applied at package consistency, **WITHOUT THINNING COLORS** for proper adhesion due to; the existing old paint, heavy chalking, mildew and new dry wall prior to top coating.

Interior walls and ceilings will be properly prepped; minor crakes, minor holes and missing texture will be properly patched to match the existing texture as close as possible prior to top coating.

(Partial texture or full texture will be applied where needed)

Doors, windows frames, wood trim and baseboards will be hand sanded to dull the existing sheen, holes and seams will be properly caulked prior to top coating

Interior walls and ceilings will receive two coats Dunn Edwards SPARTASHEEN, Interior and Exterior Acrylic Low Sheen Paint, (W7300) applied at package consistency, **WITHOUT THINNING COLORS**

Doors, window frames and wood trim will receive two coats Dunn Edwards SPARTAGLO, Int. and Ext. Acrylic Semi-Gloss Paint (W7500) applied at package consistency, **WITHOUT THINNING COLORS**

Stairwell floor steps will be properly cleaned prior to top coating followed by two coats of Rustoleum S40 Epoxy Floor Coatings S/G and anti-skid silica sand add to the surfaces will be applied at package consistency, **WITHOUT THINNING COLORS**

Colors: to be determined by owner

Surface not to be painted (wall paper, floors, hardware, plants, cabinets, etc...) will be covered and protected with drop cloth and/or 0.70ml clear plastic.

Painting includes @ seven floors and lobby

Interior rooms, bathrooms, halls, acoustic ceilings, closets, stairwell, window frames, wood trim, doors, hand rails and stairwell steps

Scheduling:

Management and resident will be notified for scheduling and explanation for the above specification on their unit. **Prestige Painting, Co** will monitor and manage the painting project on a daily basis with on-site Foreman for any work explanation.

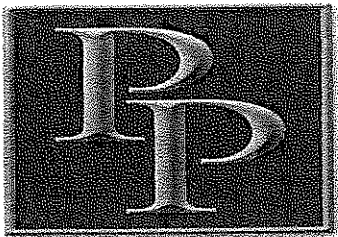
All work will be performed by experienced professionals, at minimum of inconvenience to the resident. All employees will wear company identification and conduct themselves in a professional manner at all the times.

Change of work:

Contractor shall make no changes in the work cover by this agreement, without written direction from the Owner and/or Agent

Owner/agent _____

Contractor



PRESTIGE PAINTING CO.

CA Lic# 795562

Toll Free (866) 619-2699 * Office (619) 934-5901 * Fax (619) 934-7438

Prestige Painting, Co. is a full insured and bonded company with a general liability of **\$2,000,000.00** for the entire project; our workers are fully covered by Workmen's Compensation Insurance.

Clean Up:

Work areas will be left clean at the end of each workday, materials and equipment will be stored on an on-site storage facility after the completion of each workday.

NOTICE TO OWNER/AGENT: Contractors are required by law to be licensed and regulated by the 'contractors' state license board. Any questions concerning a contractor may be referred to the Registrar Contractor's State License Board. P.O.Box 26000, Sacramento, CA 95826

DISPUTE RESOLUTION

Any dispute resolution procedure in the prime contract shall be deemed Incorporated in this Agreement, and shall apply to any disputes arising hereunder, except disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, those which have been waived by the making or acceptance of final payment, and questions regarding the licensure of the contractor. Subject to compliance with all applicable laws, including but not limited to those relating to false claims, dispute and claim certifications, and cost and pricing data requirements, For disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, the parties hereto shall submit any and all disputes arising under or relating to the terms and conditions of the contract to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. No demand in arbitration shall be made after the date when the institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. In any dispute resolution between the parties, the prevailing party shall be entitled, in addition to any other relief granted, to recover its costs of participation, including attorneys' and experts' fees. An award rendered by an arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

Quality Assurance:

Prestige Painting Co. will guarantee interior surface for 1-years against paint peeling caused by improper preparation and material application from time of completion. Physical abuse, dry rot, termite problems, normal wear and tear, foundations, flat horizontal surface, water sprinkler contact to painted areas and structural and/or moisture problems are excluded.

Payments to be made as follows:

- 1. Payments will be arranged between contracting parties.

All material is guaranteed to be as specified. All work to be completed according to standard practice. Any alteration, color changes or deviation from the above specification involving extra cost will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements are contingent upon strikes, accident, or delay beyond our control.

*We hereby propose to furnish materials and labor in accordance with above specification for the sum of:
 One Hundred Twenty Three Thousand Four Hundred Sixty Dollars..... (\$123,460.00)*

ACCEPTANCE OF PROPOSAL

The above price, specification and condition are satisfactory and are accepted. You are authorized to do the work as specified. Payments will be made as mentioned above.

ACCEPTED BY: _____

DATE: _____

Nicola Ricci
 Authorized by
 Nicola Ricci
 Contractor

PAINT SPECIFICATION

HOTEL CHURCH PAINTING

827 C Street
San Diego, CA 92101

EXTERIOR & INTERIOR PAINTING SPECIFICATIONS

March 16, 2009

Prepared for:
Nemat Anjomshoaa
Ne Maco Inc.
827 C Street
San Diego, CA 92101
858-525-5554

Prepared By: Neil Patterson
1-800-537-4098 Extension 7289



Dunn-Edwards Corporation
4885 E 52nd Place
Los Angeles, CA 90040

THE #1 CHOICE OF
PAINTING PROFESSIONALS.™

(888) DE PAINT | dunnedwards.com

March 16, 2009

Ne Maco Inc.
827 C Street
San Diego, CA 92101

Attention: Nemat Anjomshoaa

Job: Hotel Churchill Painting
827 C Street
San Diego, CA 92101

We appreciate the opportunity to offer our recommendations for repainting the surfaces of your property. We have inspected the project and after thorough consideration, we respectfully submit the following procedures for painting.

Should you have any questions regarding this or any of your other jobs, please do not hesitate to call.

Thank you for allowing **Dunn-Edwards Corporation** to be of service.

Very truly yours,

DUNN-EDWARDS CORPORATION

Neil Patterson
Sales Representative
1-800-537-4098 ext. 7289

NP:vr

Attachments

Repainting Specifications

Scope of Work

The work to be done consists of furnishing all paints, labor, tools, equipment, scaffolding and all other necessary equipment and supplies to perform a complete and thorough job of repainting the designated surfaces for the above named job. Each item or area in these specifications is described by the most commonly used name and the contractor shall inform himself of the areas that are to be painted.

Storage

The contractor's operations for the preparation of paints and storage of materials shall be limited to a designated area, and such space shall be kept clean and orderly at all times. The contractor shall employ all safety measures during operations for the prevention of fire.

General Information

The contractor shall at all times take necessary steps to protect the public and all property from damage during his operations, and shall be responsible for any and all kinds of damage to the work or property caused by the contractor's employees.

Bids will include a list of Dunn-Edwards products proposed for use on this job. All products to be first quality, and comply with applicable health, safety, and environmental regulations.

Cleanup and Safety

During the progress of the work, safety shall be of the utmost importance at all times, and the contractor shall safeguard persons during the progress of the work by providing barricades and appropriate lights to warn of obstruction. Upon completion of the work and before acceptance and final payment shall be made, the contractor shall clear the entire project and all grounds occupied by him in connection with his work of all rubbish, excess material, and any other debris caused by his operations.

Materials

All materials herein specified are Dunn-Edwards products listed by name and number, unless otherwise noted.

Workmanship

All work shall be done by experienced, skilled craftsmen. Surface preparation shall be in accordance with standard of the Painting and Decorating Contractors of America. All finishes shall be applied evenly and be free from runs, sags, skips, crawls, or other defects.

Paints shall be applied in accordance with the manufacturer's printed directions. Painting shall not be done when the temperatures become extreme. Precautions should be taken when temperature exceeds 90° F, or when the temperature falls below 50° F. The new and old coatings must be compatible. The determination of compatibility may be accomplished through examination of the owner's records, laboratory analysis, or by field testing.

A variety of cleaning and removal systems are available for the Painting Contractor to employ. The use of any one or a combination of more than one, is dependent upon the condition of existing coatings, the material applied, and the substrate involved. Because of varying substrates, the selection of tools must be left to the Painting Contractor, with consultation with the specification service and the owner's agent.

SURFACE PREPARATION & FINISH SCHEDULE

All products specified comply with the current air quality regulations governing architectural coatings.

Regulatory changes may affect the formulation, availability, or use of specified coatings.

Check with the supplier or your representative regarding such changes prior to start of painting project.

NOTE: Dunn-Edwards Corporation does not take responsibility for surface preparation or material application.

EXTERIOR WOOD

Surface Preparation

Remove all dirt, chalk, and all surface contaminants that will interfere with adhesion of subsequent coats, without damaging the substrates or adjacent areas.

Wirebrush all loose and peeling paint and dust all surfaces before spot priming or applying finish coats.

Power wash all areas to be painted, and use a mild detergent solution such as MI-T-M's surface prep if required. Do not use a 0° blasting tip for cleaning any wood substrates. Then rinse with clean, clear water until all residue has been removed from all surfaces. Allow the surfaces to thoroughly dry before proceeding with preparation or painting.

Mildew may be dealt with at this time by metering a mildewcide in the power wash. If not metering a solution in the power wash, scrub affected areas with the following solution:

Household Bleach (Clorox) 1 Quart

Add warm water to make 1 Gallon

Or use a commercially available mildewcide. Rinse all surfaces with clean, clear water to remove any remaining residue. Severe mildew may require additional treatment. Again allow the surfaces to thoroughly dry before proceeding with preparation or painting.

Caution: Bleach may be harmful to eyes, clothing, and surrounding vegetation, so take all precautions to ensure safety.

Tannic Acid Bleeding is caused by moisture carrying the water soluble color extractives to the surface. The source of this moisture must be located and corrected. Wash the surface with a mixture of 50% denatured alcohol and 50% water and allow to dry, or use oxalic acid following manufacturer's recommendations. Prime affected areas with the appropriate primer, sealer or finish coat as stated in the Finish Schedule.

Where rust stains are present the source must be identified and corrected (i.e. nail heads, flashing, handrails, etc.). Surfaces should then be cleaned and spot primed with the appropriate primer or sealer as stated in the Finish Schedule.

Patch all holes and other surface defects with the appropriate material.

Degloss all glossy and previously enameled surfaces to provide a roughened surface or "Tooth" for good adhesion of subsequent coats.

Spot prime all patched and sanded areas with the appropriate primer or finish coat as stated in the Finish Schedule.

Finish Schedule

Wood Siding

Spot Prime	E-Z PRIME, Ext. 100% Acrylic Wood Primer (W 708)
First Coat	ACRI-FLAT, Exterior 100% Acrylic Flat Finish (W 704V)
Second Coat*	ACRI-FLAT, Exterior 100% Acrylic Flat Finish (W 704V)

Wood Windows & Trim

Spot Prime	E-Z PRIME, Ext. 100% Acrylic Wood Primer (W 708)
First Coat	PERMASHEEN, 100% Acrylic Semi-Gloss Enamel (W 901V)
Second Coat*	PERMASHEEN, 100% Acrylic Semi-Gloss Enamel (W 901V)

SPECIAL NOTES AND INSTRUCTIONS:

A. *if necessary for complete coverage.

INTERIOR DRYWALL, PLASTER CONCRETE

Surface Preparation

Remove all dirt, grease, and all other surface contaminants that will interfere with adhesion of subsequent coats, without damaging the substrates or adjacent areas.

Wash the surfaces with the appropriate solution and when thoroughly dry, carefully examine for cracking, blistering, peeling or flaking of existing paint. All loose, unsound, or non-adhering paint must be removed.

NOTE: Moisture content should not exceed the following: Drywall 12%, Plaster 12%, Concrete 12%,

Mildew on interior surfaces is aided in growth when there is a lack of ventilation, high moisture content in the air, and a lack of sunlight. Whenever possible, addressing these conditions will help alleviate the problem in the future.

To remove mildew, wash the affected areas with the following solution:

Trisodium Phosphate (TSP)	2/3 Cup
Household Bleach (Clorox)	1 Quart
Powder Detergent	1/3 Cup
Add warm water to make 1 Gallon	

Rinse all surfaces with clean, clear water to remove any remaining residue. Severe mildew may require additional treatment. Again allow surfaces to thoroughly dry before proceeding with preparation or painting.

Caution: Bleach may be harmful to eyes, clothing, and surrounding vegetation, so take all precautions to ensure safety.

Patch all voids and holes with the appropriate patching material to match surrounding surfaces. Sand, dust, and spot prime with the appropriate primer or finish listed in the Finish Schedule.

Spot prime all patched and sanded areas with the appropriate primer or finish coat as stated in the Finish Schedule.

Finish Schedule

Interior Walls

First Coat	Coverstain Oil
Second Coat	SPARTASHEEN, Interior and Exterior Acrylic Low Sheen Paint, (W7300)
Third Coat*	SPARTASHEEN, Interior and Exterior Acrylic Low Sheen Paint, (W7300)

Ceilings

First Coat	Coverstain Oil
Second Coat	SPARTASHEEN, Interior and Exterior Acrylic Low Sheen Paint, (W7300)
Third Coat*	SPARTASHEEN, Interior and Exterior Acrylic Low Sheen Paint, (W7300)

Steps, Stairs

First Coat	Rustoleum S40 Epoxy Floor Coatings S/G
Second Coat*	Rustoleum S40 Epoxy Floor Coatings S/G

SPECIAL NOTES AND INSTRUCTIONS:

- A. *If necessary for complete coverage.

INTERIOR WOOD

Surface Preparation

Remove all dirt, grease, and all other surface contaminants that will interfere with adhesion of subsequent coats, without damaging the substrates or adjacent areas.

Wash the surfaces with the appropriate solution and when thoroughly dry, carefully examine for cracking, blistering, peeling or flaking of existing paint. All loose, unsound, or non-adhering paint must be removed.

NOTE: Moisture content for interior wood must not exceed 8%.

Patch all holes and other surface defects with the appropriate patching material.

Degloss all glossy and previously enameled surfaces to provide a roughened surface or "tooth" for good adhesion of subsequent coats.

Spot prime all patched and filled areas as well as any new wood with the appropriate primer or sealer as stated in the Finish Schedule.

Finish Schedule

Trim & Moldings, Windows

Spot Prime	ULTRA-GRIP, Multi-Purpose Latex Primer (W 715)
First Coat	SPARTAGLO, Int. and Ext. Acrylic Semi-Gloss Paint (W7500)
Second Coat*	SPARTAGLO, Int. and Ext. Acrylic Semi-Gloss Paint (W7500)

SPECIAL NOTES AND INSTRUCTIONS:

A. *If necessary for complete coverage.

Subject: Churchill Hotel

pe:

1. Mask and protect all areas that are not to receive finishes (windows, floors, etc.).
2. Prime and paint interior board walls and ceilings.
3. All areas to receive one coat of oil base primer and two coats of semi gloss finish.
4. Prime and paint interior gypsum board ceilings and soffits, all areas to receive one coat of oil base primer and two coats of semi gloss finish.
5. Paint doors and frames – one coat of oil base primer and two coats of semi gloss finish.
6. Prime and paint chair rail, baseboard, walls, doors, jambs, ceilings, at corridor areas – one coat of oil base primer and two coats of semi gloss finish.
7. Prime and paint lobby areas at first floor areas walls, ceilings, baseboard, etc. – one coat of primer and two coats of finish.
8. Allowance of 70 hours labor and \$500.00 material for touch up due to other trade damage – carpet, furniture, etc, - not to exceed.
9. Prime and paint walls, trim, ceilings and floors at stairwell areas.
10. All work to done during regular working hours.

2 nd thru 6 th floor areas room units corridors, etc. -	\$50,000.00
7 th floor room unit areas, corridors, etc. -	\$10,000.00
1 st floor areas -	\$10,000.00
Mezzanine	\$1,500.00
Basement	\$3,500.00
Stairwell areas -	<u>\$6,000.00</u>
Total amount -	\$81,000.00

NOTES:

TOTAL PRICE AMOUNT INCLUDES 4 HOURS PER UNIT FOR SPOT LIGHT PATCHING AND SPOT LIGHT TEXTURING AT WALLS AND CEILINGS – 340 HOURS NOT TO EXCEED TOTAL PRICE AMOUNT INCLUDES 12 HOURS PER CORRIDOR FOR SPOT LIGHT PATCHING AND SPOT LIGHT TEXTURING AT CORRIDOR AREAS NOT TO EXCEED INCLUDING \$7,000.00 MATERIAL ALL THIS TO BE TRACK ON A DAILY TIME AND MATERIAL BASIS.

AREAS NOT INCLUDES IN SCOPE OF WORK AND WILL NOT BE COVERED BY TOTAL PRICE AMOUNT – MILLWORK, CABINETRY, STAINING, WALLCOVERING, EXCESSIVE PATCHING, EXCESSIVE TEXTURING, REPLACING OF EXISTING BASEBOARD, CHAIRRAIL, CROWN MOLDING, FULL TEXTURING OF WALLS, ALL EXTERIOR WORK, CLEARS LACQUERS, WORKING OF MORE THEN 8 HOURS PER SHIFT PER PAINTER, ETC., - WORKING OF HOLIDAYS, WEEKENDS, NIGHT WORK, PATCHING OF AREAS PRIOR TO FINAL COAT APPLICATION AFTER CARPET, WALLCOVERING, REPALCING OF WINDOW WOOD TRIM, EXCESIVE REPAINT AT WALLS, DOORS, WOOD MOLDINGS AND TRIM, ETC.

APPROVED AND PRCEDD WITH WORK ACCEPTED BY

NAME – SIGNATURE - _____

NAME – PRINT - _____

NAME – INITIALS - _____

JDAYS DATE - _____

Thank You
 Abel Medrano
 3872 Winona Ave. San Diego, CA 92105 (619) 321-9813



CONTENDER PLUMBING INC.

Proposal

September 24, 2008

To: NeMaco Inc.
Nemat Anjomshoaa

Job: Churchill Hotel

Scope; Install new rough plumbing systems per owner and contractor's request. All piping found to be in good and modern condition will be inspected & secured to industry standards and used

INCLUDES:

- New waste and vent piping complete
- Waste and vent piping shall be No Hub cast iron pipe & fittings
- New hot and cold water piping complete
- Water piping shall be Type 'M' copper pipe and fittings
- All piping systems to be per state and local codes
- All strapping and isolation. Insulation per title 24.
- All pipe sizing shall be per UPC (no engineer sizing included)
- Complete Labor, Taxes, Insurances and Materials

EXCLUDES:

- All hazardous material abatement, disposal and fees
- All Fire proofing of plumbing penetrations
- All permits and fees complete
- All demo, concrete coring, patch work and surface refinishing
- All plumbing Fixtures and Finish trim
- All work beyond exposed POC.

Base Bid \$157,000 See next page for added items as requested.

Additional Items as requested;

Rates: Foreman \$85/hr. Plumber \$70/hr. Laborer \$35/hr.

1. Shut off valves for Hot and Cold risers at each floor	\$5,250
2. Waste and overflows, set tubs & test tubs	\$10,000
3. Backflow device with Pressure Regulator.	\$3,200
4. Added bath @ 6 th Floor	\$3,800
Total with adds	\$179,250

Please consider a contingency of \$20,000 due to unforeseen issues that may be present behind walls or structural interference. We assume that any issue requiring this fund would first be approved by contractor and or owner.

Respectfully Submitted,



Dan Adams, President

HOTEL CHURCHIL RENOVATION, PLUMBING BID SUMMERY

NO.	VENDOR COMPANY NAME	VENDOR BID AMOUNT	INCLUSIONS	AVERAGE	# OF BIDS	BID USED
1	BPI Plumbing	\$492,000.00	LABOR+MATERIAL			
2	Green Mechanical Contractors	\$398,000.00	LABOR+MATERIAL			
3	SCP Plumbing	\$347,500.00	LABOR			
4	David Harper Plumbing	\$137,500.00	LABOR			
5	Contender Plumbing Inc.	\$199,250.00	LABOR+MATERIAL			
				\$363,083.33	5	\$199,250.00

SCHAFFER MECHANICAL

13850 Jamul dr.
Jamul CA 91935
Phone (619) 818-3765 Fax (619) 669-6942
Lic. #869054
Bid

Date: 9/29/08

Job: Ne Maco Inc/Churchill Hotel

Scope: Plumbing re pipe of waste, vent and water for hotel at 827 C Street. San Diego CA

Price is per customer specks, which includes all necessary labor and material for the following:

- Removal of all old plumbing rough, including waste, vent, and water from the main tie in of the services, thru the roof for each fixture and all chases.
- Re rough in of all waste and vent for all fixtures including all washer boxes, tubs, showers, toilets, lavs, and kitchen sinks trough out building and bringing project up to code.
- Plumbing of floor drain for community laundry and re run washer boxes and ice maker
- Re rough of all water for all fixtures including all hose bibs, trap primers, washer boxes, tubs, showers, lavs, and kitchen sinks Also recert line.
- Replace all valves and clean up water heater area to include all domestic water and waste in basement area.
- Tie in new line to sump pump station.
- Provide and install proper back flow preventers in basement and run drains.
- Provide and install Pressure Reducing Valve after meters to code.
- Provide and install all tub waste and over flows.
- All fire caulk for penetrations.
- Insulation of hot side and recert line.
- All testing of plumbing

Exclusions: Permits and fees. All piping further then five feet out of building other then specified above. Any gas piping, trim out, or removal of plumbing fixtures. Any carpentry, electrical, or control work.

Payable as follows: 10% mobilization due upon start of project. All other payments should be of a monthly progress type, invoiced monthly and paid upon approval within 30 days.

Any changes ads or extras shall be incorporated in, and become part of the contract and shall be paid to date along with progress payments.

Note: Our (Schaffer Mechanical) policy when installing owner supplied material (faucets, Fixtures...) is The Owner accepts responsibility for warranty of said material; we will install said material and warranty the installation only. If the product is defective or if the product fails we will repair it at a cost to the owner of \$95.00 per hour plus materials.

Material supplied by owner that is not complete, or is shipped incorrectly must be adjusted by owner or supplier, any adjustments made by Schaffer Mechanical will be charged at \$95.00 per hour plus materials. Minimum trip charge will be \$190.00.

Note: This proposal assumes that all existing services (water, waste, and gas systems) are able to handle the additional load and can be connected to, without replacement or repair to said systems.

Price: \$ 302,900.00

Accepted by: _____

Signature: _____

Date: _____

SCHAFFER MECHANICAL

13850 Jamul Dr.

Jamul CA 91935

Phone (619) 818-3765 Fax (619) 669-6942

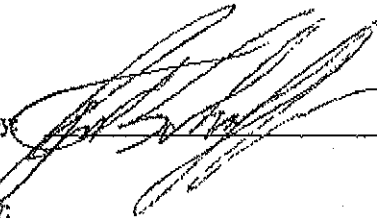
Lic. # 869504

Conditions of Proposal

- 1) This proposal price is good for 30 days from this date 9/29/08
- 2) **Materials:** Unless otherwise specified in the plans and specifications, contractor shall have the right to select all materials. When specified materials are unavailable, contractor shall have right to substitute for such materials of equal or better quality.
- 3) **Additional Work:** Additions, alterations, or deviations shall be charged to the owner at cost of labor and material plus 15%. Labor shall be charged at \$95.00 per hour and materials at published price without discounts, plus sales tax.
- 4) **Contract Payments:** The contractor shall not be required to proceed with the installation of the work if the payments applying to same have not been made as specified in contract.
- 5) **Unavoidable Interruptions:** It is hereby mutually agreed that the contractor shall not be held responsible or liable for any loss, damage, or delay caused by fire, weather, strikes, civil or military authority, or by any other cause beyond its control.
- 6) **Transfer of Title:** If the customer shall enter into a sale or shall sell, all or any part of the premises herein involved, the full amount remaining on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of the contractor.
- 7) In the event any process of law is resorted to by the contractor to collect any monies due hereunder, the buyer agrees to pay all costs, interest, and attorney's fees incurred.
- 8) Title to any of the material sold or installed hereunder by the contractor shall remain in the contractor until all the terms hereof have been complied with, and in the event such materials are affixed to realty it is expressly understood and agreed that they shall remain personally subject to removal as herein under provided, and further that the owner and/or buyer/or customer hereby waives any and all claims for damage to said realty or building caused by removal of said materials or any part hereof.

- 9) Contractor reserves the right to adjust all prices for any materials required for the work to be done under this proposal and contract to its established prices in effect at the time of shipment or delivery of materials to the job (provided the prices shall not exceed applicable maximum prices, if any, established by the Government authority.) Should construction labor rates be increased prior to or during the performance of any work under this contract, contractor reserves the right to charge the owner and/or buyer or customer hereunder shall pay for the amount of such increase paid by contractor plus 10% for insurance.
- 10) Invoices for progress payment, labor and/or materials not paid within 30 days of the invoice date are subject to a finance charge of 1.5% per month which is an annual rate of 18%
- 11) It is further understood and agreed that this proposal and contract does not include any labor and materials not specifically mentioned here.
- 12) Requirements of Government Building Codes or Officials of Government Building Departments, not provided for in the plans and specification shall be considered as additional work and shall be charged as provided for in paragraph 2 above.

Notice: " Under the Mechanics Lien Law Civil Code, any contractor, sub-contractor, laborer, supplier or any other person who helps to improve your property but is not paid for his/her work of supplies, has a right to enforce a claim agents' your property. This means that, after a court hearing, your property could be sold by a court officer, and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the sub-contractor, laborer or supplier remains unpaid."

Submitted by:  Peter Schaffler Dated 9/29/05

Accepted by: _____ Dated _____

Representing: _____

***David Harper Plumbing
9217 Dalehurst Rd.
Santee, Ca. 92071
619-921-0998 Fax 619-596-8456
CA Lic. 850622***

9-20-08

Nemaco Inc.
Nemat Anjomshoaa
858-525-5554 e-Fax 315-222-2516

Bid for The Churchill Hotel
9th & C St. San Diego, CA 92116

Labor only to replace all necessary plumbing in building to bring up to code.
Not to exceed 500 hours at 275.00 per hour; 137,500.00.
All materials to be supplied by owner.

If accepted, please sign, date, and fax to 619-596-8456, thank you.



September 16, 2008

Mr. Nemat Anjomshoaa
NeMaco, Inc.
San Diego, CA

E-mail: nemat@nemaco.us

**Re: Hotel Churchill
827 "C" Street
San Diego, CA 92101**

Dear Mr. Anjomshoaa:

We appreciate the opportunity of providing a Plumbing budget proposal for the above referenced project.

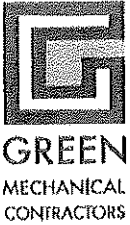
SCOPE:

Plumbing re-pipe as per drawings B, F1, 2 & 7 & M, dated 4-12-08, by NeMaco Planning, Engineering, Construction, without specifications or building standards.

RE-PIPE PLUMBING INCLUSIONS:

- Waste and vent re-piping in no-hub cast iron
- Domestic cold and hot water re-piping in copper
- 39-Waste and overflow for bath tubs
- Low pressure gas re-piping

TOTAL RE-PIPE PLUMBING BUDGET PRICE: \$ 398,000.00



ITEMS EXCLUDED:

- Line voltage electrical and conduit
- Asbestos/mold abatement
- Building/Roof cut or patch, wall removal or replace or patch
- Drywall/plaster repair or patch
- Roofing or painting
- Sewer, water or gas fees
- Structural supports, framing or engineering
- Design, engineering and drawings
- De-watering, ground or rain water
- Permits
- Concrete saw cutting, coring break, haul-off or patching
- All plumbing/bathroom fixtures
- Containment, sediment or erosion control
- Overtime, weekends or holidays
- Trash removal or security fees
- Waiver of subrogation
- Performance or payment bonds
- Temporary utilities
- Any future material increases in steel, copper, cast iron and plastic, piping, fittings and valves

Quote is valid for 30 days providing there are no material increases.

If you have any questions, please contact me.

Sincerely,
Green Mechanical Contractors

Sabah Sawaya
ssawaya@greenmc.com
8330 Juniper Creek Lane
San Diego, CA 92126
858-909-0719 FAX 858-635-6715

Exhibit D

To: Nemat Anjomshoaa
NeMaco Inc.
858-525-5554
Fax: 315-222-2516

From: Steve Posey
SCP Plumbing
17133 Botero Drive
San Diego, CA 92127
858-761-3755
Fax: 858-676-1602

Scope of work: Install new drain, waste & vent and water to 175 fixtures w/new sewer and water mains in basement and water to existing boilers, pumps and heaters. All installations to be done in a timely manner and in accordance with local plumbing codes. The GC will provide access to all plumbing chases/tub walls etc. where necessary for plumbing installation. All fire caulking to be provided by others. This bid is for rough plumbing only.

Total Bid: \$347,500.00

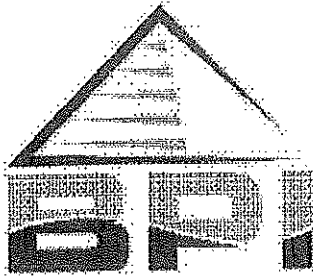
Exhibit D

**To: Nemat Anjomshoaa
NeMaco Inc.
858-525-5554
Fax: 315-222-2516**

**From: Steve Posey
SCP Plumbing
17133 Botero Drive
San Diego, CA 92127
858-761-3755
Fax: 858-676-1602**

This proposal is to be entered between NeMat Anjomshoaa (NeMaco Inc.) and Steve Posey (SCP Plumbing) for the labor only of DWV & water rough plumbing rehab of the Hotel Churchill. All work to be done in a timely manner in accordance with all local plumbing codes. GC to provide all access for installations. SCP Plumbing will provide labor of 1 plumber and 1 plumber's helper. The total rate of pay of \$85.00 per hour for both plumber's with a bi-monthly payment schedule. GC to schedule all city inspections.

All material (water piping, DWV piping, hangers, supports, testing equipment etc.. provided by GC (NeMaco Inc.). GC to provide additional labor where needed (demo, staging material etc.)



BPI PLUMBING

1246 15th St Imperial Beach CA 91932
619-429-9066

ESTIMATE for Potable Water and DWV Repipe

Prepared for

NeMaco Inc
Nemat Anjomshoaa

Estimate #: 3501
Date: September 05, 2008
Customer ID: 1243

Detail of proposed work at 827 C St San Diego CA

DWV:

Install new drainage system of cast iron to rough-in from interior POC located in basement through roof vent(s) for a total of 7 kitchenettes, 95 lavs, 45 toilets, 1 urinal and 39 tubs.

Potable water:

Install new potable water system of copper to rough-in from interior POC located in basement throughout building for a total of 7 kitchenettes, 95 lavs, 45 toilets, 1 urinal and 39 tubs.

****PLEASE NOTE:** No in-wall valves, fixtures or trim are included in this estimate. Please see below for a list of excluded items.

Gas:

Install new gas system of black steel from interior POC located in basement to hot water system boiler and hot water heater.

Set Finish:

Installation of angle stops and escutcheons only is included. BPI will provide risers for each angle stop installed. NO other set finish work is included.

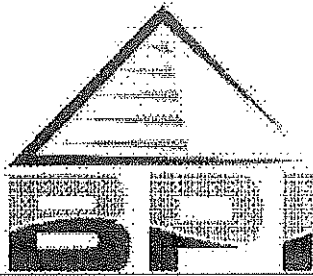
Excluded:

Core drilling; City permit; Connections to fixtures not listed above; City services connections; Venting repairs/replacement; Plumbing fixtures; Shower/Tub/Toilet/Lav/Urinal valves and trim; Standby time; Boiler or Water heater work; Heating system; Demolition of existing fixtures; Debris removal.

****Please Note****

Standby time is NOT included in this estimate and will be billed at hourly rates listed below. Please have site prepared prior to requesting service to avoid additional charges.

Estimate Total: \$492,000.00



BPI PLUMBING

1246 16th St Imperial Beach CA 91932

619 429 0066

Workmanship and BPI supplied material are guaranteed for a period of one year and performed in accordance with industry specifications and regulations. BPI will not be held responsible for delays caused by variations to this estimate, unforeseen objects, 3rd party contractors, structural delays or availability of materials included in this estimate. BPI will not be responsible for repair or replacement of carpet, concrete or stucco nor any wall or floor repair

Conditions and Considerations:

Parking to be provided by General Contractor/Owner. Estimate valid through October 31, 2008. Cancellation and/or changes to material will be processed in accordance with supplier's policies. Additional fees may be charged for transportation and administration of cancellations and/or changes to material ordered, up to a maximum of 15% of total value. BPI assumes no liability for damage to and/or theft of installed material.

Site requirements:

Water supply must be turned off to work site for duration of work and shall be turned on by BPI for testing purposes.

Schedule of payments:

Progress payments billed on 30th of each month will be calculated on a Time & Materials basis (see below table for rates). Payment to be received by 30th of month following billing. Payments not received according to schedule are subject to service charges of 2% per month. All fees and costs associated with the collection of payments not paid according to schedule will be the sole responsibility of General Contractor/Owner. In the event of non-payment according to schedule, BPI reserves the right to demobilize without notice and suspend operations until scheduled payments are brought current. All costs associated with demobilization and remobilization will be the sole responsibility of General Contractor/Owner. BPI reserves the right to cancel this contract due to payment not being received according to schedule. In the event of cancellation of this contract by BPI, associated costs and reasonable profit - 18% - on the cancelled portion shall be the sole responsibility of General Contractor/Owner.

Hourly Rate & Materials Mark Up Table:

Journeyman	\$80.00 per hour
Skilled	\$60.00 per hour
Apprentice	\$40.00 per hour
Laborer	\$25.00 per hour
Materials	15% markup

I have read, understood and accept the above contract and authorize BPI to proceed with work as described therein. Please initial each page, sign below and forward original to BPI Plumbing.

Date: _____ Title: _____

Signed: _____ Printed Name: _____

GENERAL NOTES

1. CONTRACTOR SHALL COMPLETE THESE PLANS AND SPECIFICATIONS FROM FIELD SURVEY, INCLUDING THE, SURFACE, METEOROLOGY AND ELECTRICAL, ETC. FROM 8:00 TO 10:00 A.M. ON EACH DAY. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY DATA PROVIDED TO HIM BY THE ARCHITECT OR ANY OTHER PARTY.
2. CONTRACTOR SHALL VERIFY EXISTING LOCAL, NATIONAL, CALIFORNIA, STATE, FEDERAL AND OTHER REGULATIONS AND ORDINANCES, PERMITS, ORDINANCES, ETC. AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE INSTALLATION OF ANY UTILITY OR EQUIPMENT.
3. CONTRACTOR SHALL VERIFY LOCAL, STATE, FEDERAL, NATIONAL, CALIFORNIA AND OTHER REGULATIONS AND ORDINANCES, PERMITS, ORDINANCES, ETC. AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE INSTALLATION OF ANY UTILITY OR EQUIPMENT.
4. THESE PLANS ARE ESSENTIALLY PRELIMINARY AND ARE NOT INTENDED TO BE USED FOR THE INSTALLATION OF ANY UTILITY OR EQUIPMENT. THE CONTRACTOR SHALL VERIFY ALL UTILITIES AND EQUIPMENT BEFORE BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AND EQUIPMENT BEFORE BEGINNING CONSTRUCTION.
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6. WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE CODES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AND EQUIPMENT BEFORE BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AND EQUIPMENT BEFORE BEGINNING CONSTRUCTION.
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8. SOIL, WATER AND WASTE PIPING SHALL BE AT 1/2" PER FOOT MINIMUM SLOPE DOWN TO A 2" DIA. DRAINAGE PITCH. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND EQUIPMENT BEFORE BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AND EQUIPMENT BEFORE BEGINNING CONSTRUCTION.
9. PLUMBING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE CODES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AND EQUIPMENT BEFORE BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AND EQUIPMENT BEFORE BEGINNING CONSTRUCTION.
10. IF THE CONTRACTOR IS OF OPINION THAT THE DESIGN OR THE QUALITY OF THE MATERIALS, THE QUALITY OF THE WORKMANSHIP OR THE QUALITY OF THE INSTALLATION OF ANY UTILITY OR EQUIPMENT IS UNSATISFACTORY, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY THE ARCHITECT OF HIS CONCERNS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AND EQUIPMENT BEFORE BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AND EQUIPMENT BEFORE BEGINNING CONSTRUCTION.
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PIPING SPECIFICATIONS

1. ALL WATER PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE STATE OF CALIFORNIA PLUMBING CODE AND THE INTERNATIONAL PLUMBING REGULATIONS.
2. ALL WATER PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE STATE OF CALIFORNIA PLUMBING CODE AND THE INTERNATIONAL PLUMBING REGULATIONS.
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SYMBOL	DESCRIPTION	QUANTITY
1"	1" POLYETHYLENE GLYCOL (PEX) PIPING UNDER FLOOR AT R/C AND 3 FEET FROM THE WATER HEATER, AS PER LOCAL CODES AND TITLE 24.	
1/2"	1/2" POLYETHYLENE GLYCOL (PEX) PIPING UNDER FLOOR AT R/C AND 3 FEET FROM THE WATER HEATER, AS PER LOCAL CODES AND TITLE 24.	
1/2"	1/2" INSULATION SHALL HAVE A R-VALUE RATHER THAN R-10 OR R-15 AND SHOWN DEVELOPED R-VALUE OF 20 OR LESS AS NOTED BY ASTM E 84 (NFPA 255) METHOD.	
1/2"	1/2" INSULATION SHALL HAVE A R-VALUE RATHER THAN R-10 OR R-15 AND SHOWN DEVELOPED R-VALUE OF 20 OR LESS AS NOTED BY ASTM E 84 (NFPA 255) METHOD.	
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Handwritten notes and signatures in the center of the page, including dates like '3-11-09' and '2-29-09', and names like 'D. J. ...' and 'D. J. ...'.

SCOPE OF WORK
 REPLACE ALL NON APPROVED PIPING & CONNECTIONS FOR THE BUILDING TYPE WITH APPROVED PIPING & CONNECTIONS. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE STATE OF CALIFORNIA PLUMBING CODE AND THE INTERNATIONAL PLUMBING REGULATIONS. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE STATE OF CALIFORNIA PLUMBING CODE AND THE INTERNATIONAL PLUMBING REGULATIONS. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE STATE OF CALIFORNIA PLUMBING CODE AND THE INTERNATIONAL PLUMBING REGULATIONS.

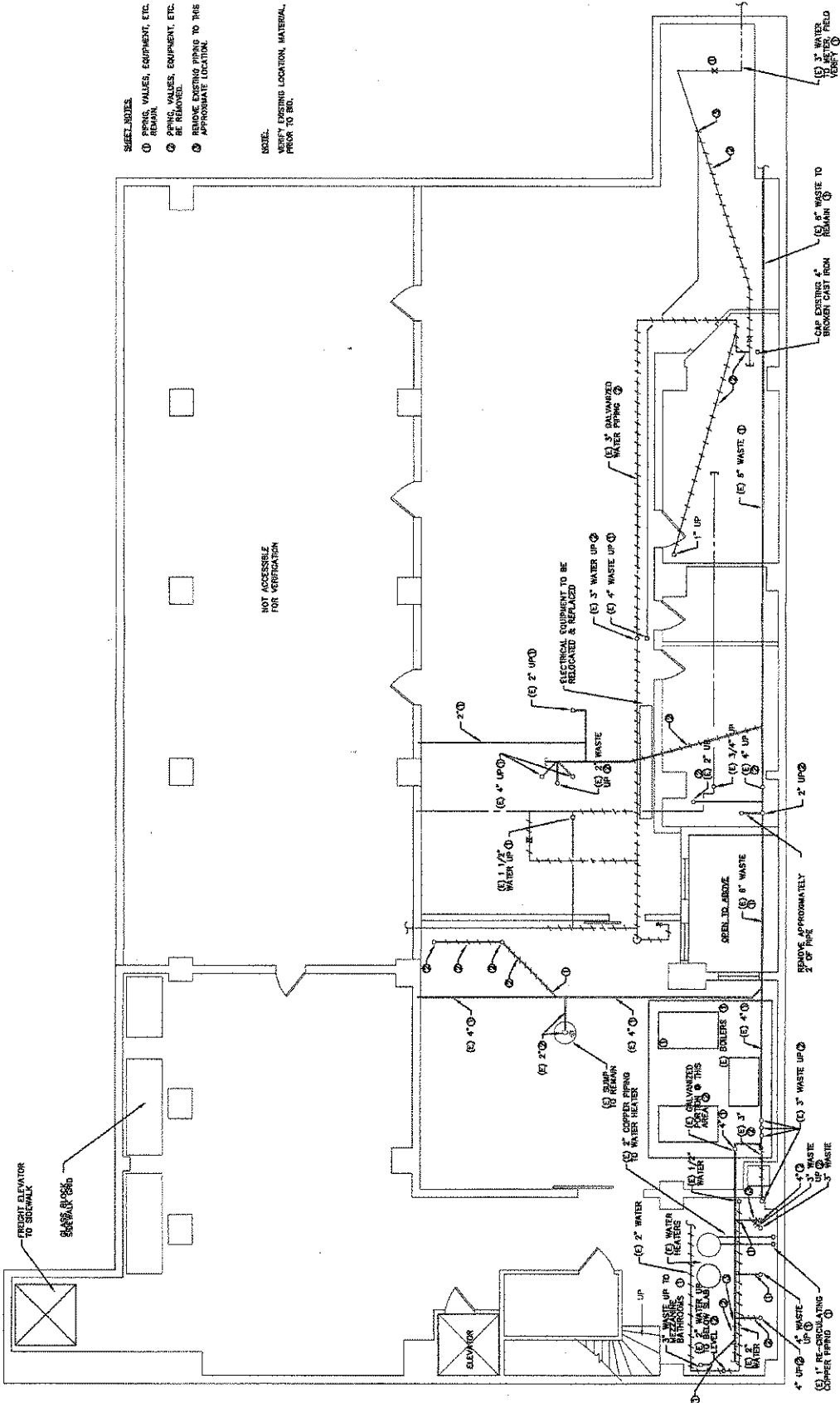
M
NeVasco
 PLANNING ENGINEERING CONSTRUCTION
 17100 Via Arroyo, Suite 200, San Diego, CA 92128
 (619) 444-7700
 Fax: (619) 444-7700
 Owner: Engineering Contract Number 92101

CHURCHILL HOTEL
 827 C STREET
 SAN DIEGO, CALIFORNIA 92101

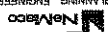
DRAWN BY	B.S.
CHECKED	
DATE	9/20/98
SCALE	
JOB NO.	
SHEET	P-2

- SHEET NOTES**
- ① PIPING, VALVES, EQUIPMENT, ETC. TO REMAIN
 - ② PIPING, VALVES, EQUIPMENT, ETC. TO BE REMOVED
 - ③ REMOVE EXISTING PIPING TO THIS APPROXIMATE LOCATION
- NOTE:**
 VERIFY EXISTING LOCATION, MATERIAL, ETC. PRIOR TO BID.

NOT ACCESSIBLE FOR VERIFICATION



BASEMENT PLUMBING DEMOLITION PLAN
 1/4" = 1'-0"



 PLANNING ENGINEERING CONSTRUCTION

 4400 RIVERVIEW

 SAN DIEGO, CALIFORNIA 92108

 (619) 591-0000

 (619) 591-0001

 (619) 591-0002

 (619) 591-0003

 (619) 591-0004

 (619) 591-0005

 (619) 591-0006

 (619) 591-0007

CHURCHILL HOTEL

 827 C STREET

 SAN DIEGO, CALIFORNIA 92101

DATE: 9-29-98
SCALE:
JOB NO.:
SHEET: P-3
CHECKED:
DRAWN BY: B.S.

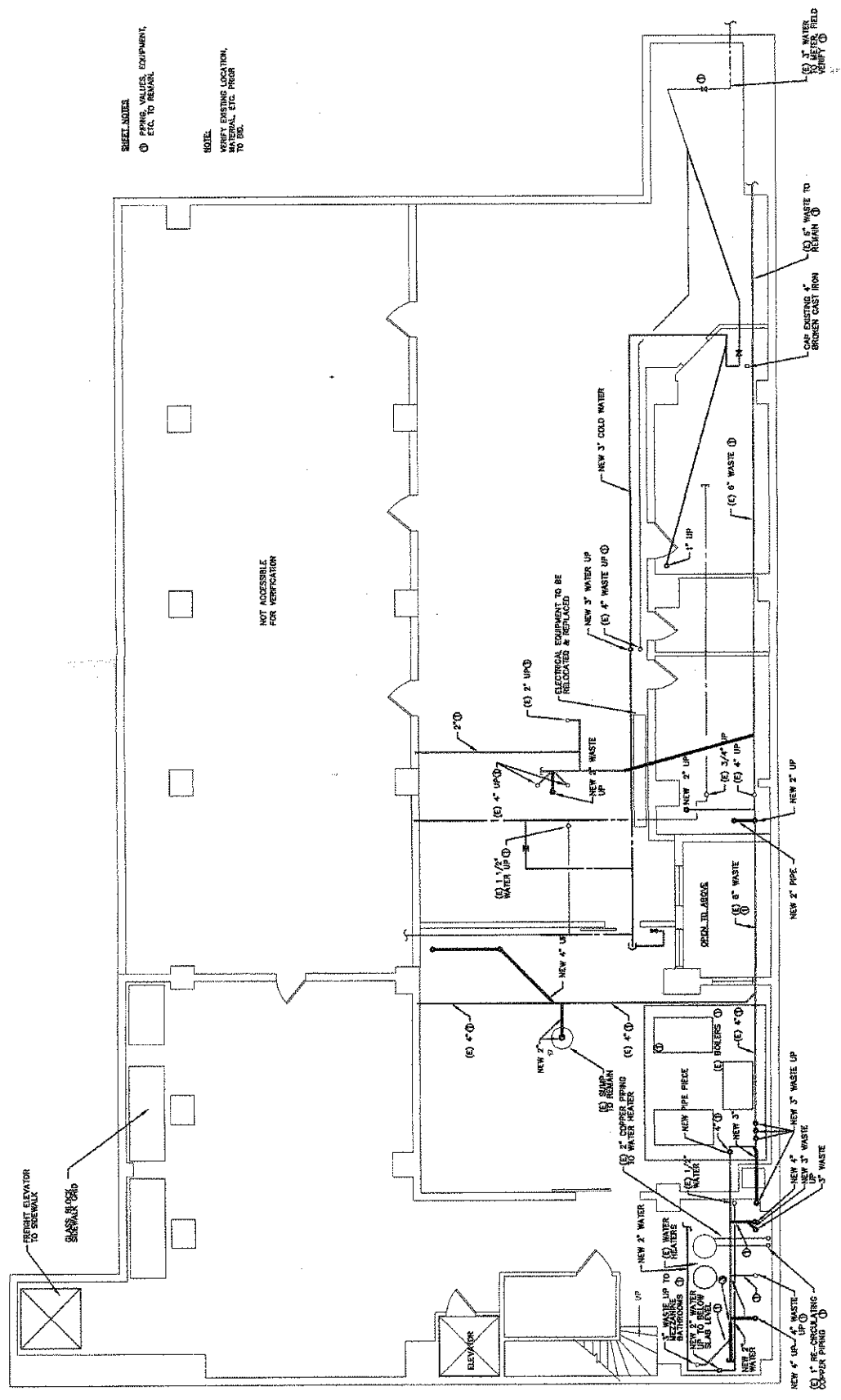
SHEET NOTES

 (1) PIPING, VALVES, EQUIPMENT, ETC. TO REMAIN

NOTE:

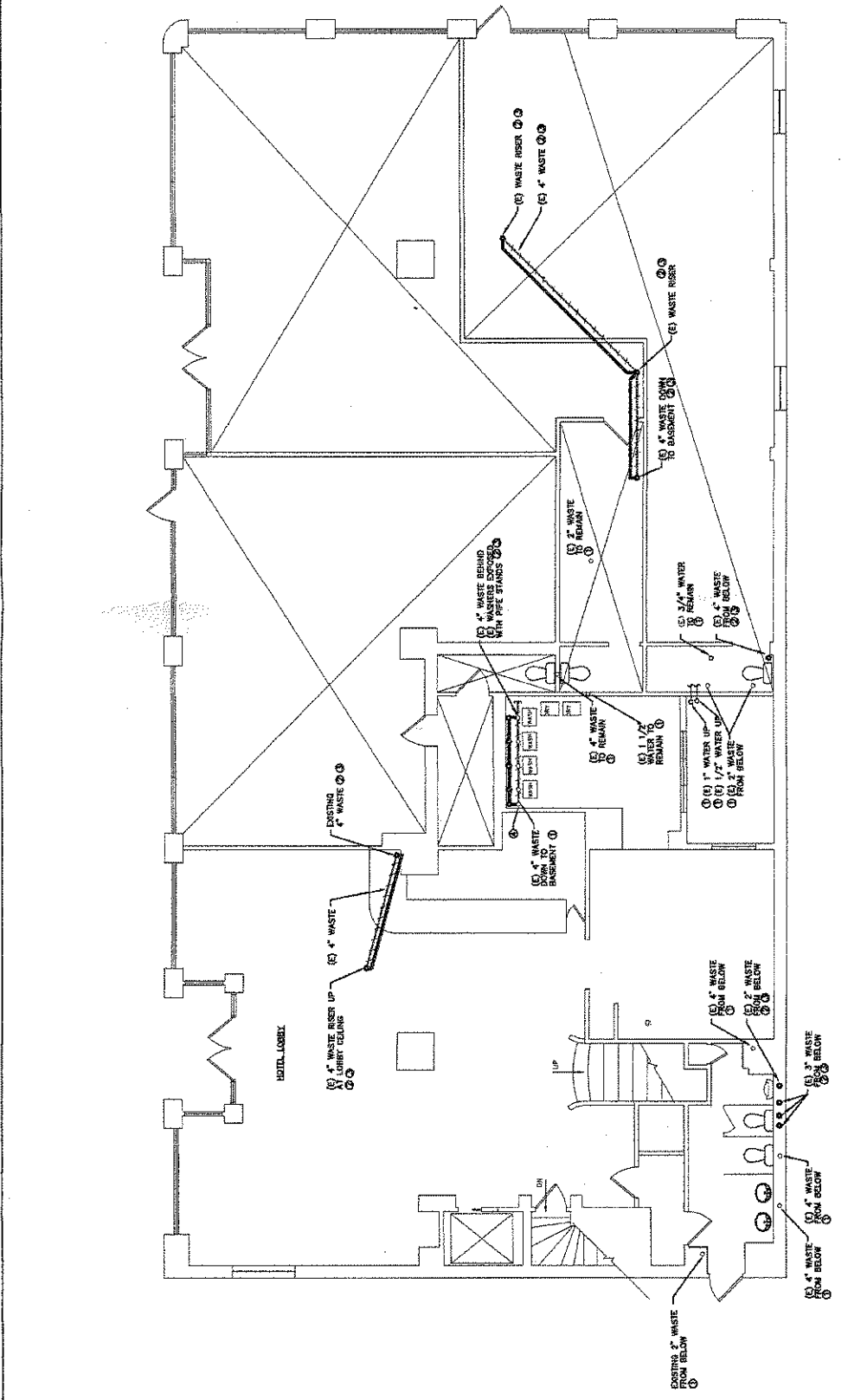
 VERIFY EXISTING LOCATION, MATERIAL, ETC. PRIOR TO BID.

NOT ACCESSIBLE FOR VERIFICATION



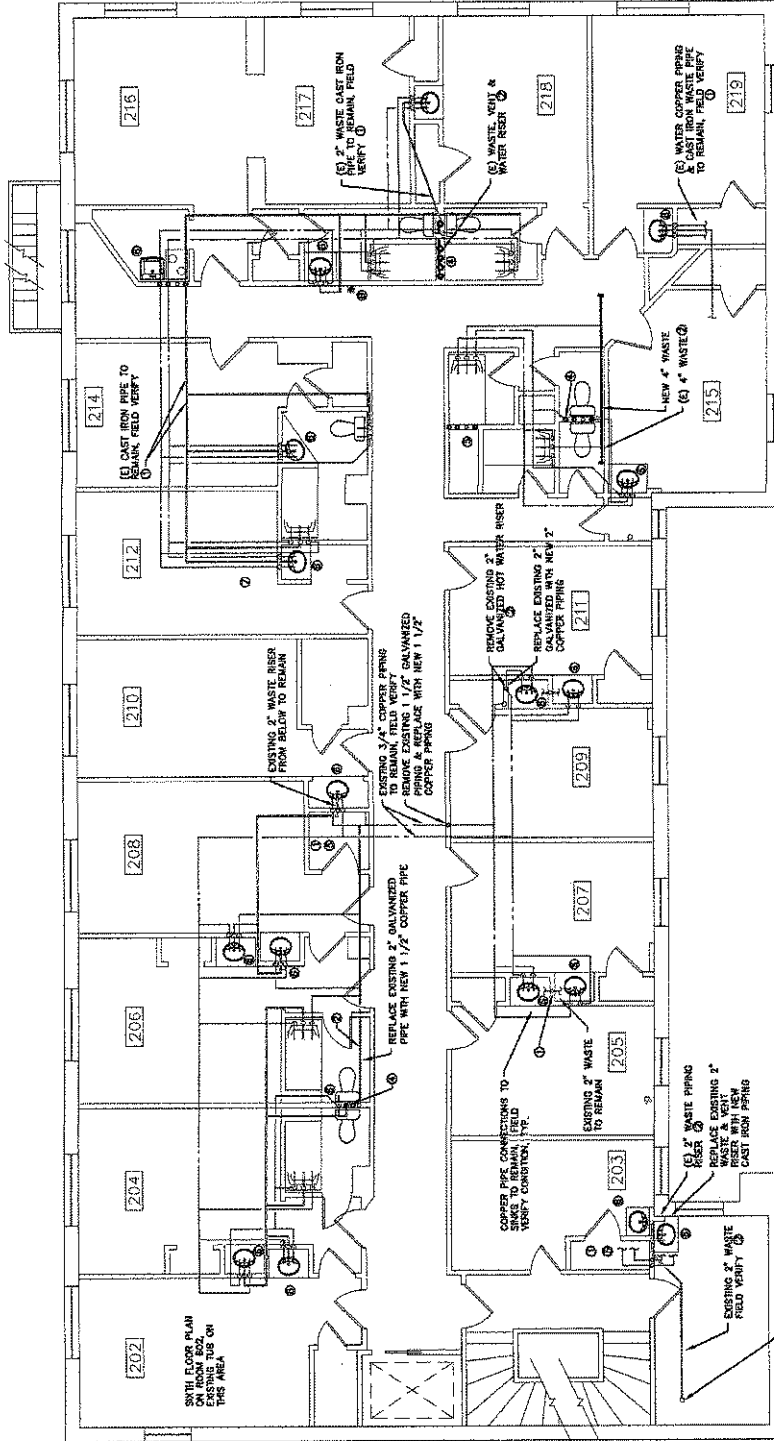
BASEMENT PLUMBING REMODEL PLAN

 1/4" = 1'-0"



FIRST FLOOR DEMOLITION PLUMBING PLAN
 1/4" = 1'-0"

- SHEET NOTES**
- ① PIPING, VALVES, EQUIPMENT, ETC. TO REMAIN.
 - ② PIPING, VALVES, EQUIPMENT, ETC. TO BE REMOVED.
 - ③ REPLACE EXISTING PIPING WITH NEW PIPING.
 - ④ REMOVE EXISTING PIPING TO THIS APPROXIMATE LOCATION.
- NOTE:**
 VERIFY EXISTING LOCATION, MATERIAL, ETC. PRIOR TO BID.



NOTE:
 PIPING SHOWN ARE USUALLY WITHIN THE CEILING. ROUTING, CONDITION & MATERIAL MAY BE DIFFERENT THAN SHOWN. FIELD VERIFY.
 NOTE:
 VERIFY EXISTING LOCATION, MATERIAL, ETC. PRIOR TO BID.

- SHEET NOTES
- 1 PIPING, VALVES, EQUIPMENT, ETC. TO REMAIN.
 - 2 PIPING, VALVES, EQUIPMENT, ETC. TO BE REMOVED.
 - 3 REMOVE EXISTING PIPING TO THIS APPROXIMATE LOCATION.
 - 4 ALL WASTE, VENT & WATER PIPING RISERS SHALL BE REPLACED WITH NEW 1/2\"/>

SECOND THROUGH SIXTH FLOOR PLUMBING PLAN
 1/8" = 1'-0"





CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPT
 DIVISION OF BUILDING AND SAFETY
 9601 RIDGEHAVEN CT-SAN DIEGO-CALIFORNIA- 92123

INSPECTION RECORD

CONTRACTOR/OWNER		APPROVAL DATE
WORK DESCRIPTION		
OCCUPANCY	CONST TYPE	PROJECT #

- SEQUENCE OF APPROVAL OF WORK ON THIS PROJECT IS THE RESPONSIBILITY OF THE CONTRACTOR OR OWNER.
- APPROVED PLANS MUST BE ON JOB FOR ALL INSPECTIONS.
- DSD/FIRE INSPECTORS ONLY TO SIGN THIS CARD.
- EACH STAGE OF WORK SHALL BE LEFT EXPOSED FOR INSPECTION AND BE APPROVED BEFORE COVERING.

	TYPE OF INSPECTION	DATE	INSPECTOR
UNDERGROUND	1 Sewer Service		
	2 Backwater Valve		
	3 Sanitary Plumbing Under Building		
	4 Water Service		
	5 Water Piping Under Building		
	6 Grounding Electrode System		
	7 Electrical Outside Of Building		
	8 Electrical Under Building		
	9 Gas Piping/Pressure		
	10 Storm Water System		
	11		

ANCHORS, INSERTS, & REINFORCEMENT TO BE ACCURATELY SECURED IN PLACE AT TIME OF FOUNDATION INSPECTION.

	TYPE OF INSPECTION	DATE	INSPECTOR
FOUNDATIONS	12 Piling(s)/ Caisson(s)/ Etc.		
	13 Footing(s)		
	14 Foundation Wall(s)		
	15 Grade Beam(s)		
	16 Slab(s)		
	17 Masonry Pre-grout- Lift 1 ___ Lift 2 ___		
	18 Wall Drainage System(s)		
	19 Public Improvements- Form Set		
	20 Pool Shell Bonding/Steel		
	21 Pool Deck Bonding/Steel		
	22 Pool Pre-plaster/Light Potting Compound		
	23 Disabled Access		
	24 Special Inspection(s)		
	25 Structural Observation (s)		
	26		

OBTAIN INSPECTION APPROVAL OF ALL WORK THAT WILL BE OBSCURED FROM VIEW BY SURFACE COVERING S.

	TYPE OF INSPECTION	DATE	INSPECTOR
ELECTRICAL	27 Circuit Card		
	28 Service Equipment		
	29 Sub-Feed Equipment		
	30 Circuit(s)- Exterior		
	31 Circuit(s)- Interior		
	32 Exit Illumination System		
	33		
	34 2-4ft Rough 5-2009 Velez		

	TYPE OF INSPECTION	DATE	INSPECTOR
MECHANICAL & PLUMBING	35 Sanitary Plumbing		
	36 Water Piping		
	37 Gas Piping		
	38 Gas Pressure		
	39 Heating/Duct(s)/Vent(s)		
	40 Air Conditioning/Refrigeration		
	41 Environmental Air System(s)		
	42 "Built-Up" Tub(s) or Shower Pan(s)		
	43 Grease Duct(s)/Hood(s)		
	44 Grease Trap(s)		
	45 Storm Water System		
	46		
	47		

*** For Gas or Electric Meter Installation information/requirements, call SDG & E Company's Project Management Department at (619) 230-7800. DS-1798 (Revised 04/06)

APPROVAL # (Comb/Struct)	APPROVAL # (Electrical) 636630
APPROVAL # (Mechanical)	APPROVAL # (Plumbing)
JOB ADDRESS	

	TYPE OF INSPECTION	DATE	INSPECTOR
STRUCTURAL FRAME	48 Exterior Wall Construction		
	49 Interior Wall Construction		
	50 Column(s) & Support(s)		
	51 Floor System(s)		
	52 Roof System(s)		
	53 Shear Wall(s)		
	54 Height Limit		
	55 Disabled Access		
	56 Special Inspection(s)		
	57 Structural Observation(s)		
58			

ITEMS 59 THRU 65 TO BE INSPECTED AND APPROVED PRIOR TO INSTALLING INTERIOR WALL COVERINGS.

	TYPE OF INSPECTION	DATE	INSPECTOR
ENERGY CODE	59 Insulation- Attic(s)/Ceiling(s)/Soffit(s)		
	60 Insulation- Floor(s)		
	61 Insulation- Roof(s)		
	62 Insulation- Wall(s)/Sound Transmission		
	63 Fenestration (Door/Window Glazing)		
	64 Lighting- Mandatory Measures		
65 Compliance Report(s)			
COVERINGS	66 Drywall		
	67 Exterior Lath		
	68 Interior Lath /Backer Board		
	69 Suspended Ceiling System		
70			

REQUESTS FOR SITE DEVELOPMENT INSPECTIONS AS NOTED

	TYPE OF INSPECTION	DATE	INSPECTOR
SITE	71 Landscape- Paving- (858) 627-3331		
	72 Lighting- Offsite Impact- (858) 627-3331		
	73 Mitigation Monitoring- (858) 627-3360		

REQUESTS FOR FIRE DEPARTMENT INSPECTIONS (619) 446-5440

	TYPE OF INSPECTION	DATE	INSPECTOR
FIRE DEPARTMENT INSPECTIONS	74 Alarm(s)- Rough		
	75 Alarm(s)- Final		
	76 Extinguishing System(s)		
	77 Hazardous Material(s)		
	78 Sprinklers(s)- Rough		
	79 Sprinkler(s)- Final		
	80 Underground- Flush		
	81 Underground- Hydro		
	82 Underground- Visual		
	83		
84			

CALL FOR FINAL INSPECTION WHEN ALL APPROPRIATE ITEMS PERTAINING TO THIS PROJECT HAVE BEEN APPROVED.

	TYPE OF INSPECTION	DATE	INSPECTOR
FINAL INSPECTIONS	85 Fire Inspection - (619) 446-5440		
	86 Fire Dept/Haz Mat-Tanks-(619) 533-4400		
	87 Landscape/Mitigation - (858) 627-3331		
	88 Engr Public Improvements-(858)627-3200		
	89 Electrical		
	90 AC/Heating/Refrigeration		
	91 Range Hood(s)/Vent(s)		
	92 Plumbing/Gas		
	93 Disabled Access		
	94 Special Insp/Struct Obs/Final Report(s)		
95 Structural			
96 Approved to Occupy			
97 Certificate of Occupancy			

SEE REVERSE SIDE FOR IMPORTANT INFORMATION



Inspection Plan

4/13/09 12:33 pm

Page 1 of 1

THE CITY OF SAN DIEGO
Development Services

1222 First Avenue, San Diego, CA 92101-4154

L64A-021

Project Information

Project Nbr: 177127

Title: Hotel Churchill T.I.

Project Mgr: Ferrara, Troy

(619)446-5160

tferrara@sandiego.gov



Job Information

Job: 827 C ST Lobby

Street Address: 827 C ST Unit Lobby

Thomas Brothers: 1289-B3

APN: 534-184-0700

Parcel Owner: J&J PROPERTIES A L L C\

Approval Information

Approval Nbr: 6 36627

Approval Status: Issued

Approval Type: Building Permit

Owner occupied: Overriden:

Issue: 04/13/09 12:32 pm By: Kollins, Marsha

Will Expire: 04/08/10 5:00 pm

Cancel Reason:

Extension Quantity: 0

Precancel Status:

Closed:

By:

Scope: CENTRE CITY..CCPD-NC HISTORIC RESOURCES DESIGNATED POINT#634 Building Permit for interior tenant improvement to an existing hotel for remodel of an existing restroom located in lobby for upgraded ADA accessibility. Scope of work also includes replacing the existing counter located the in lobby with a new counter. Also included-Repair/patch existing drywall on a floor by floor basis where needed or required. Features AEOZ FAA Part 77; PIOZ; Cen.Tract-53

Inspection Group: 761819 Inspection Tier 1

Inspection Group: 761820 Inspection Tier 2

1396084	Structural - Foundation	Available
	Call (858) 581-7111 to schedule this inspection	
1396085	Structural - Frame	Available
	Call (858) 581-7111 to schedule this inspection	
1396086	Structural - Insulation	Available
	Call (858) 581-7111 to schedule this inspection	
1396087	Structural - Lath & Drywall	Available
	Call (858) 581-7111 to schedule this inspection	
1396088	Structural - Suspended Ceiling	Available
	Call (858) 581-7111 to schedule this inspection	
1396089	Structural - Prefinal (2)	Available
	Call (858) 581-7111 to schedule this inspection	

Inspection Group: 761821 Inspection Tier 3

1396083	Structural - Final(3)	Unavailable
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Approval

4/13/09 12:32 pm

THE CITY OF SAN DIEGO
Development Services

Page 1 of 1

L64A-005

1222 First Avenue, San Diego, CA 92101-4154

Project Information

Project Nbr: **177127** Title: Hotel Churchill T.I.
Project Mgr: Ferrara, Troy (619)446-5160 tferrara@sandiego.gov



Approval Information

Approval Nbr: **6 36627** Type: Building Permit Status: Issued



Issued: 04/13/2009 12:32 pm Issued By: Kollins, Marsha Issued To: NEMACO INC, Nemat Anjomshoa - NEMACO INC
 Completed: Completed By: Owner Occupied: Overridden:
 Extension Qty: 0 Extended By: Cancel Reason:
 Scope: CENTRE CITY..CCPD-NC HISTORIC RESOURCES DESIGNATED POINT#634 Building Permit for interior tenant improvement to an existing hotel for remodel of an existing restroom located in lobby for upgraded ADA accessibility . Scope of work also includes replacing the existing counter located the in lobby with a new counter. Also included-Repair/patch existing drywall on a floor by floor basis where needed or required. Features AEOZ FAA Part 77; PIOZ: Cen.Tract-53
 Precancel Status:
 Land Doc Type:
 Recorded Map No.:
 Recorded Date:

Job Location (827 C ST Lobby)

Address 827 C ST Unit Lobby Assessor Parcel 534-184-0700

Bureau of Census (BC) Codes


BC Code
Add/Alt Tenant Improvements

Fee Type Units

Fee Type	Amount
Valuation -CBC	150,000.00

Fee Worksheet

Fee	Quantity	Unit	Category
BP Other TenImprov,NonRated	2,000.00	Square Feet	Issuance Fees
ConDebris NonRes Alterations	2,000.00	Square Feet	Issuance Fees
Hazardous Materials Fee	1.00	Each	Issuance Fees
PC OTC Tenant Improvement	2,000.00	Square Feet	Plan Check Fees
Permit Issuance/with Plans	1.00	Each	Issuance Fees
Seismic Fee (Bldg Permit)	150,000.00	Valuation -CBC	Issuance Fees
State Fee (Bldg Permit)	150,000.00	Valuation -CBC	Issuance Fees
Storm Water Pln Chck < 1 Acre	1.00	Each	Plan Check Fees

TCP#	531169	Start Date	02/17/09	End Date	03/13/09	 TRAFFIC CONTROL PLAN/PERMIT Development Services Department 1222 First Ave. San Diego, CA 92101 (619) 445-6150
TCP#	533249	Start Date	05/24/09	End Date	04/10/09	
TCP#	53539	Start Date	04/11/09	End Date	05/01/09	
THE CITY OF SAN DIEGO						
Work Hour: From: <u> </u> M To: <u> </u> M <input checked="" type="checkbox"/> Continuous <input type="checkbox"/> Night Work <input type="checkbox"/> Others W.O.# <u> </u>						
Address/Project Street <u>9th Ave</u> Cross Street <u>Broadway</u> Cross street <u>C Street</u> T.B.# <u>1 2 8 9 - B 3</u>						
Posted Speed Limit <u> </u> Width/Depth of Trench <u> </u> Approach Speed <u> </u> Taper Length <u> </u> Cone Spacing <u> </u> Sign Spacing <u> </u>						
Contractor/Applicant's Name <u>Nemaco Inc.</u>		Address/City, State, Zip <u>5532 Renaissance Ave # 3</u>		Project Contact Name <u>Nemat Anjomshoa</u>		Telephone <u>(858) 525-5554</u>
Fax <u>315-202-0516</u>						
ACTIVITY TYPE <input type="checkbox"/> STREET CLOSURE <input type="checkbox"/> SIDEWALK CLOSURE <input checked="" type="checkbox"/> DUMPSTER <input type="checkbox"/> EXPRESSWAY <input type="checkbox"/> TRAVEL LANE CLOSURE <input type="checkbox"/> PEDESTRIAN BARRICADE <input type="checkbox"/> TRENCHING <input type="checkbox"/> FOUR-LANE MAJOR STREET <input type="checkbox"/> TURN LANE CLOSURE <input type="checkbox"/> DETOUR <input type="checkbox"/> PARKING METERS <input type="checkbox"/> THREE-LANE COLLECTOR <input type="checkbox"/> PARKING LANE CLOSURE <input type="checkbox"/> FLAGGING <input type="checkbox"/> WHEEL OFFIC <input type="checkbox"/> CUL-DE-SAC <input type="checkbox"/> BIKE LANE CLOSURE <input type="checkbox"/> BUS STOPS <input checked="" type="checkbox"/> WHITE ZONE CLOSURE <input type="checkbox"/> ALLEY <input checked="" type="checkbox"/> <u>Three Lane one way</u>						
STREET CLASSIFICATION <input type="checkbox"/> SIX-LANE PRIMARY ARTERIAL/MAJOR ST. <input type="checkbox"/> FOUR-LANE COLLECTOR <input type="checkbox"/> TWO-LANE COLLECTOR <input type="checkbox"/> LOCAL RESIDENTIAL						
REQUIREMENTS: 1. Traffic control plan shall conform to the latest edition of City of San Diego Standard Drawings, Appendix A; The Manual of Uniform Traffic Control Devices and the California Supplement; and Standard Specifications for Public Works Construction, including Regional Supplement Amendments and City of San Diego Supplement Amendments. 2. The contractor is responsible for restoring the road back to satisfactory condition including but not limited to, paving, striping, markings, and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersection or road segment. 3. The City Traffic Engineer reserves the right to observe these traffic control plans in operation and to make any changes as field conditions warrant. 4. Trenches shall be backfilled or steel-plated during non-working hours. Steel plates shall have asphaltic concrete berm on all edges. All dirt, dust, and debris shall be removed from street at end of each day and at the end of the job. The street shall be in drivable condition at all times. 5. Any work that creates an undue safety risk or creates severe congestion may be shut down by City Traffic Engineers, City Field Inspection, or the Police Department. 6. All travel lanes shall be minimum of 12 feet wide, 14 feet adjacent to bike lanes, unless otherwise approved by the City Traffic Engineer. 7. Warning (w) series signs used in work zones shall be black on orange reflectorized background. 8. Cones and delineators shall have reflectorized sleeves for night work. 9. If parking is allowed in advance warning area, advance warning signs shall be mounted on high level devices. 10. The contractor shall post low-away/no parking signs twenty-four (24) hours in advance and shall bag the meters (where applicable). 11. Traffic control plans must be submitted in person a minimum of five (5) working days prior to the start of work within the public right-of-way. 12. Extension must be submitted in person two (2) WORKING DAYS IN ADVANCE OF PERMIT EXPIRATION. 13. Work days are Monday through Friday. No work on Saturdays, Sundays, or holidays unless approved through proper channels. 14. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED AGENCIES 5 WORKING DAYS PRIOR TO STARTING WORK.						
APPLICANT IS RESPONSIBLE FOR FULL AND COMPLETE REPRESENTATION OF THE ACTUAL ROAD CONDITIONS SHOWN ON THIS PLAN INCLUDING, BUT NOT LIMITED TO, EXISTING STRIPING, SIGNING, SIDEWALKS, AND BIKE LANES.						
PRINTED NAME: <u>Nemat Anjomshoa</u>		PHONE: <u>(858) 525-5554</u>		DESCRIPTION: <u>Traffic permit Section</u>		DATE: <u>2/12/09</u>
SIGNATURE: <u>[Signature]</u>		DATE: <u>2/12/09</u>		APPROVED BY: <u>[Signature]</u>		DATE: <u>3-16-09</u>
<input type="checkbox"/> AGENT <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> BARRICADE CO. <input type="checkbox"/> OTHER						
COMMENTS:						

APPROVED

TRAFFIC CONTROL PERMIT

MAY 11 2009

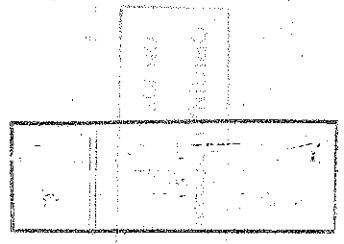
APPROVED

TRAFFIC CONTROL PERMIT

APPROVED


CITY OF SAN DIEGO Development Services Safety and Construction Division Traffic Safety Section

4/10/09 *Created New Original on



Large handwritten signature or scribble.

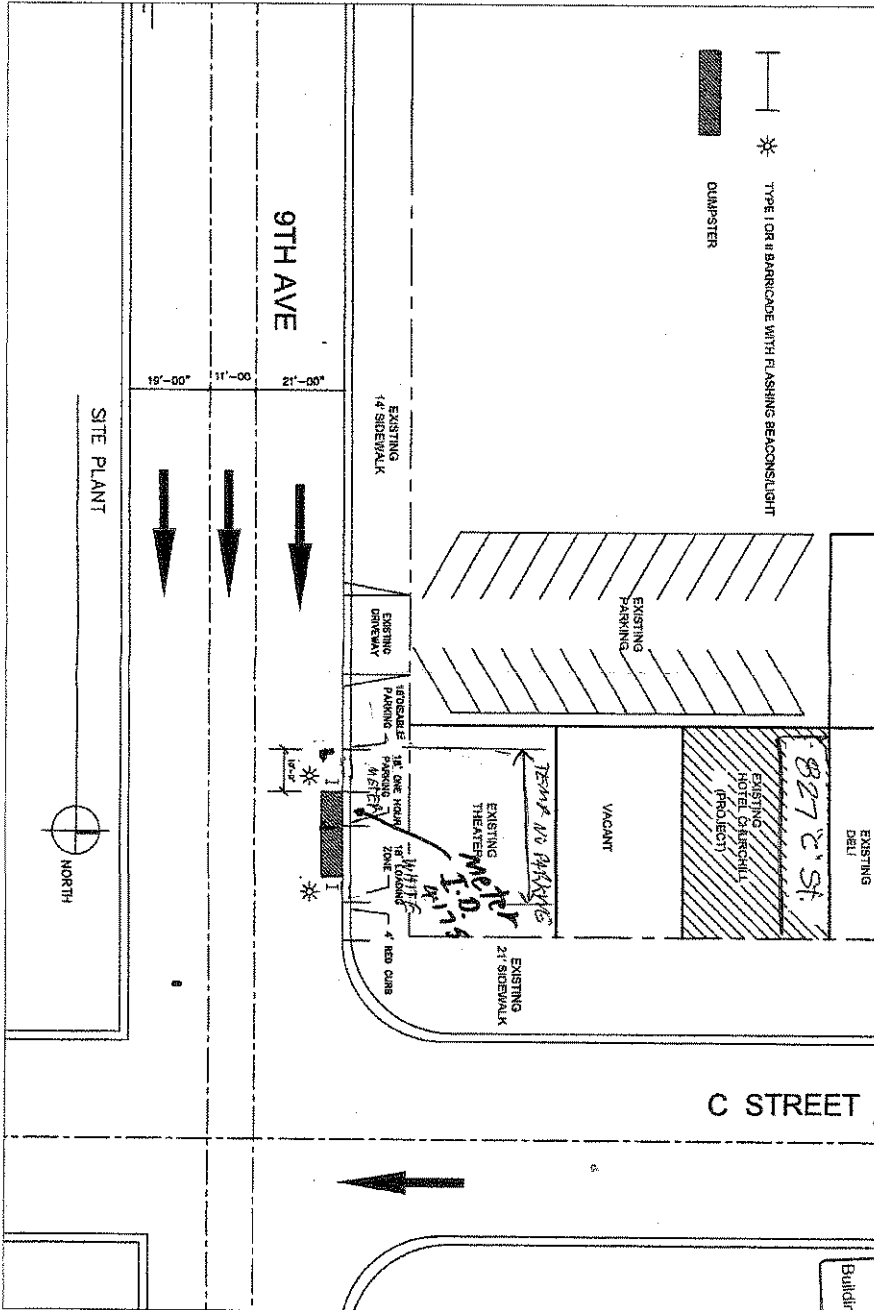
APPROVED TRAFFIC CONTROL PERMIT APR 09 2009 CITY OF SAN DIEGO Development Services Safety and Construction Division Traffic Safety Section

TCP#	53169	Start Date	02 17 09	End Date	03 13 09	 <p>TRAFFIC CONTROL PLAN/PERMIT Development Services Department 1222 First Ave. San Diego, CA 92101 (619) 446-5150</p>
TCP#	53349	Start Date	03 14 09	End Date	04 10 09	
TCP#		Start Date		End Date		
<p>Work Hour: From: <u> </u> M To: <u> </u> M <input checked="" type="checkbox"/> Continuous <input type="checkbox"/> Night Work <input type="checkbox"/> Others W.O.# <u> </u></p>						
Address/Project Street		9th Ave		Cross Street	Broadway	
Posted Speed Limit		Width/Depth of Trench		Approach Speed	Taper Length	Cone Spacing
Contractor/Applicant's Name		Address/City, State, Zip		Project Contact Name		Telephone
Nerlaco Inc.		5532 Renaissance Ave #3		Nemat Anjomshoa		(858) 525-5554
Fax		315-222-2516				
ACTIVITY TYPE				STREET CLASSIFICATION		
<input type="checkbox"/> STREET CLOSURE <input type="checkbox"/> TRAVEL LANE CLOSURE <input type="checkbox"/> TURN LANE CLOSURE <input type="checkbox"/> PARKING LANE CLOSURE <input type="checkbox"/> BIKE LANE CLOSURE				<input type="checkbox"/> EXPRESSWAY <input type="checkbox"/> FOUR-LANE MAJOR STREET <input type="checkbox"/> THREE-LANE COLLECTOR <input type="checkbox"/> CUL-DE-SAC <input type="checkbox"/> ALLEY		
<input type="checkbox"/> SIDEWALK CLOSURE <input type="checkbox"/> PEDESTRIAN BARRICADE <input type="checkbox"/> DETOUR <input type="checkbox"/> FLAGGING <input type="checkbox"/> BUS STOPS				<input type="checkbox"/> SIX-LANE PRIMARY ARTERIAL/MAJOR ST. <input type="checkbox"/> FOUR-LANE COLLECTOR <input type="checkbox"/> TWO-LANE COLLECTOR <input type="checkbox"/> LOCAL RESIDENTIAL <input checked="" type="checkbox"/> <u>Three lane one way</u>		
<input checked="" type="checkbox"/> DUMPSTER <input checked="" type="checkbox"/> TRENCHING <input checked="" type="checkbox"/> PARKING METERS <input checked="" type="checkbox"/> FIBER OPTIC <input checked="" type="checkbox"/> <u>WHITE ZONE CLOSURE</u>						
<p>REQUIREMENTS:</p> <ol style="list-style-type: none"> Traffic control plan shall conform to the latest edition of City of San Diego Standard Drawings, Appendix A; The Manual of Uniform Traffic Control Devices and the California Supplement and Standard Specifications for Public Works Construction, including Regional Supplement Amendments and City of San Diego Supplement Amendments. The contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersection or road segment. The City Traffic Engineer reserves the right to observe these traffic control plans in operation and to make any changes as field conditions warrant. Trenches shall be backfilled or steel-plated during non-working hours. Steel plates shall have asphaltic concrete berm on all edges. All dirt, dust, and debris shall be removed from street at end of each day and at the end of the job. The street shall be in drivable condition at all times. Any work that creates an undue safety risk or creates severe congestion may be shut down by City Traffic Engineers, City Field Inspection, or the Police Department. All travel lanes shall be minimum of 12 feet wide, 14 feet adjacent to bike lanes, unless otherwise approved by the City Traffic Engineer. Warning (w) series signs used in work zones shall be black on orange reflectorized background. Cones and delineators shall have reflectorized sleeves for night work. 						
<p>9. If parking is allowed in advance warning area, advance warning signs shall be mounted on high level devices.</p> <p>10. The contractor shall post tow-away/no parking signs twenty-four (24) hours in advance and shall bag the meters (where applicable).</p> <p>11. Traffic control plans must be submitted in person a minimum of five (5) working days prior to the start of work within the public right-of-way.</p> <p>12. Extension must be submitted in person two (2) WORKING DAYS IN ADVANCE OF PERMIT EXPIRATION.</p> <p>13. Work days are Monday through Friday. No work on Saturdays, Sundays, or holidays unless approved by the City Traffic Engineer.</p> <p>APPROVED</p> <p>THE CONTRACTOR SHALL NOTIFY ALL AFFECTED AGENCIES 5 WORKING DAYS PRIOR TO STARTING WORK.</p> <p>TRAFFIC CONTROL PERMIT</p> <p>POLICE DEPARTMENT - DISPATCH (619) 681-2000 FIRE DEPARTMENT - DISPATCH (619) 573-1800 ENVIRONMENTAL SERVICES (619) 492-5060 MTS (BUS STOPS) (619) 238-0100 EXT: 6461 MTS (TAXI ZONES) (619) 238-2644 MTS (TRAILER LINES) (619) 588-4930 STREET DIVISION - TRAFFIC SERVICES (619) 527-7600 UNDERGROUND SERVICE ALERT SAN DIEGO (600) 422-4133</p>						
<p>APPLICANT IS RESPONSIBLE FOR FULL AND COMPLETE REPRESENTATION OF THE ACTUAL ROAD CONDITIONS SHOWN ON THIS PLAN INCLUDING, BUT NOT LIMITED TO EXISTING STRIPING, SIGNING, SIDEWALKS, AND BIKE LANES.</p>						
PRINTED NAME		Nemat Anjomshoa		PHONE	(858) 525-5554	
SIGNATURE		<i>Nemat Anjomshoa</i>		DATE	2/12/09	
<input type="checkbox"/> AGENT <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> SIGN/BARRICADE CO. <input type="checkbox"/> OTHERS		AGENCY OF CITY TRAFFIC ENGINEER: <u>Development Services</u> Land Development Review Division Traffic permit Section		APPROVED BY:	<i>[Signature]</i>	
COMMENTS:				FIRST EXTENSION:	3-11-09	
				SECOND EXTENSION:		
				REFERENCE TCP #:		

ORIGINAL PERMIT LIST
 RECEIPT
 ON JOB SITE AT ALL TIMES

[Large handwritten signature]

111127



ORIGINAL PERMIT MUST
BE KEPT
ON JOB SITE AT ALL TIMES

APPROVED
TRAFFIC CONTROL PERMIT

APR 11 2009

CITY OF SAN DIEGO
Development Services
Land Development Review Division
Traffic permits Section

APPROVED
TRAFFIC CONTROL PERMIT

APR 09 2009

CITY OF SAN DIEGO
Development Services
Building, Safety and Construction Division
Traffic Safety Section



Inspection Plan

THE CITY OF SAN DIEGO
Development Services
1222 First Avenue, San Diego, CA 92101-4154

L64A-021

Project Information

Project Nbr: **177127** Title: Hotel Churchill T.I.
Project Mgr: Ferrara, Troy (619)446-5160 tferrara@sandiego.gov



Job Information

Job: 827 C ST Lobby Street Address: 827 C ST Unit Lobby Thomas Brothers: 1289-B3
APN: 534-184-0700 Parcel Owner: J&J PROPERTIES A L L C

Approval Information

Approval Nbr: **6 36627** Approval Status: Issued
Approval Type: Building Permit Owner occupied: Overriden:
Issue: 04/13/09 12:32 pm By: Kollins, Marsha Will Expire: 04/08/10 5:00 pm
Cancel Reason: Extension Quantity: 0
Precancel Status: Closed: By:
Scope: CENTRE CITY..CCPD-NC HISTORIC RESOURCES DESIGNATED POINT#634 Building Permit for interior tenant improvement to an existing hotel for remodel of an existing restroom located in lobby for upgraded ADA accessibility . Scope of work also includes replacing the existing counter located the in lobby with a new counter. Also included-Repair/patch existing drywall on a floor by floor basis where needed or required. Features AEOZ FAA Part 77; PIOZ; Cen.Tract-53

Inspection Group: **761819** Inspection Tier 1

Inspection Group: **761820** Inspection Tier 2

- 1396084 Structural - Foundation Available
Call (858) 581-7111 to schedule this inspection
- 1396085 Structural - Frame Available
Call (858) 581-7111 to schedule this inspection
- 1396086 Structural - Insulation Available
Call (858) 581-7111 to schedule this inspection
- 1396087 Structural - Lath & Drywall Available
Call (858) 581-7111 to schedule this inspection
- 1396088 Structural - Suspended Ceiling Available
Call (858) 581-7111 to schedule this inspection
- 1396089 Structural - Prefinal (2) Available
Call (858) 581-7111 to schedule this inspection

Inspection Group: **761821** Inspection Tier 3

- 1396083 Structural - Final(3) Unavailable

Approval Information

Approval Nbr: **6 36630** Approval Status: Issued
Approval Type: Electrical Permit Owner occupied: Overriden:
Issue: 05/07/09 2:51 pm By: Shakerifar, Roy Will Expire: 05/02/10 5:00 pm
Cancel Reason: Extension Quantity: 0
Precancel Status: Closed: By:
Scope:

Inspection Group: **761828** Inspection Tier 1

Inspection Group: **761829** Inspection Tier 2

- 1434362 Electrical - Underground Available
Call (858) 581-7111 to schedule this inspection
- 1434363 Electrical - Rough Available
Call (858) 581-7111 to schedule this inspection
- 1434364 Electrical - Final (2) Available
Call (858) 581-7111 to schedule this inspection



Inspection Plan

5/7/09 2:51 pm

Page 2 of 2

THE CITY OF SAN DIEGO
Development Services

1222 First Avenue, San Diego, CA 92101-4154

L64A-021

Inspection Group: 761829 Inspection Tier 2

Inspection Group: 761830 Inspection Tier 3



CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPT
DIVISION OF BUILDING AND SAFETY
9601 RIDGEHAVEN CT SAN DIEGO CALIFORNIA 92123

INSPECTION RECORD

PLEASE PROVIDE INFORMATION BELOW WHEN SCHEDULING INSPECTIONS. INSPECTIONS MUST BE SCHEDULED AT (858) 581-7111 FROM 7:00 AM TO 10:00 PM. EVERY EFFORT WILL BE MADE TO RESPOND TO INSPECTION REQUESTS BY NO LATER THAN THE FOLLOWING WORKDAY.

CONTRACTOR/OWNER <i>Nelmaco Inc.</i>		APPROVAL DATE <i>2/2/09</i>
WORK DESCRIPTION <i>Plumbing</i>		
OCCUPANCY	CONST TYPE	PROJECT # <i>177252</i>

APPROVAL # (Comb/Struct)	APPROVAL # (Electrical)
APPROVAL # (Mechanical)	APPROVAL # (Plumbing) <i>626161</i>
JOB ADDRESS <i>827^c Street</i>	

SEQUENCE OF APPROVAL OF WORK ON THIS PROJECT IS THE RESPONSIBILITY OF THE CONTRACTOR OR OWNER. APPROVED PLANS MUST BE ON JOB FOR ALL INSPECTIONS. BSD/FIRE INSPECTORS ONLY TO SIGN THIS CARD. EACH STAGE OF WORK SHALL BE LEFT EXPOSED FOR INSPECTION AND BE APPROVED BEFORE COVERING.

	TYPE OF INSPECTION	DATE	INSPECTOR
UNDERGROUND	1 Sewer Service		
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	3 Sanitary Plumbing Under Building		
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	7 Electrical Outside Of Building		
	8 Electrical Under Building		
	9 Gas Piping/Pressure		
	10 Storm Water System		
	11		

	TYPE OF INSPECTION	DATE	INSPECTOR
STRUCTURAL FRAME	48 Exterior Wall Construction		
	49 Interior Wall Construction		
	50 Column(s) & Support(s)		
	51 Floor System(s)		
	52 Roof System(s)		
	53 Shear Wall(s)		
	54 Height Limit		
	55 Disabled Access		
56 Special Inspection(s)			
57 Structural Observation(s)			
58			

ANCHORS, INSERTS, & REINFORCEMENT TO BE ACCURATELY SECURED IN PLACE AT TIME OF FOUNDATION INSPECTION.

	TYPE OF INSPECTION	DATE	INSPECTOR
FOUNDATIONS	12 Piling(s)/ Caisson(s)/ Etc.		
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	16 Slab(s)		
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	18 Wall Drainage System(s)		
	19 Public Improvements- Form Set		
	20 Pool Shell Bonding/Steel		
	21 Pool Deck Bonding/Steel		
	22 Pool Pre-plaster/Light Potting Compound		
	23 Disabled Access		
	24 Special Inspection(s)		
	25 Structural Observation (s)		
26			

ITEMS 59 THRU 65 TO BE INSPECTED AND APPROVED PRIOR TO INSTALLING INTERIOR WALL COVERINGS.

	TYPE OF INSPECTION	DATE	INSPECTOR
ENERGY CODE	59 Insulation- Attic(s)/Ceiling(s)/Soffit(s)		
	60 Insulation- Floor(s)		
	61 Insulation- Roof(s)		
	62 Insulation- Wall(s)/Sound Transmission		
	63 Fenestration (Door/Window Glazing)		
64 Lighting- Mandatory Measures			
65 Compliance Report(s)			

	TYPE OF INSPECTION	DATE	INSPECTOR
COVERINGS	66 Drywall		
	67 Exterior Lath		
	68 Interior Lath /Backer Board		
	69 Suspended Ceiling System		
	70		

REQUESTS FOR SITE DEVELOPMENT INSPECTIONS AS NOTED

	TYPE OF INSPECTION	DATE	INSPECTOR
SITE	71 Landscape- Paving- (858) 627-3331		
	72 Lighting- Offsite Impact- (858) 627-3331		
	73 Mitigation Monitoring- (858) 627-3360		

REQUESTS FOR FIRE DEPARTMENT INSPECTIONS (619) 446-5440

	TYPE OF INSPECTION	DATE	INSPECTOR
FIRE DEPARTMENT INSPECTIONS	74 Alarm(s)- Rough		
	75 Alarm(s)- Final		
	76 Extinguishing System(s)		
	77 Hazardous Material(s)		
	78 Sprinkler(s)- Rough		
	79 Sprinkler(s)- Final		
	80 Underground- Flush		
	81 Underground- Hydro		
	82 Underground- Visual		
	83		
	84		

OBTAIN INSPECTION APPROVAL OF ALL WORK THAT WILL BE OBSCURED FROM VIEW BY SURFACE COVERINGS.

	TYPE OF INSPECTION	DATE	INSPECTOR
ELECTRICAL	27 Circuit Card		
	28 Service Equipment		
	29 Sub-Feed Equipment		
	30 Circuit(s)- Exterior		
	31 Circuit(s)- Interior		
	32 Exit Illumination System		
	33		
	34		

CALL FOR FINAL INSPECTION WHEN ALL APPROPRIATE ITEMS PERTAINING TO THIS PROJECT HAVE BEEN APPROVED.

	TYPE OF INSPECTION	DATE	INSPECTOR
MECHANICAL & PLUMBING	35 Sanitary Plumbing		
	36 Water Piping	<i>5-4-09</i>	<i>D. Lopez</i>
	37 Gas Piping		
	38 Gas Pressure		
	39 Heating/Duct(s)/Vent(s)		
	40 Air Conditioning/Refrigeration		
	41 Environmental Air System(s)		
	42 "Built-Up" Tub(s) or Shower Pan(s)		
	43 Grease Duct(s)/Hood(s)		
	44 Grease Trap(s)		
	45 Storm Water System		
46 Recycled Water WD/DEH			
47			

	TYPE OF INSPECTION	DATE	INSPECTOR
FINAL INSPECTIONS	85 Fire Inspection - (619) 446-5440		
	86 Fire Dept/Haz Mat-Tanks-(619) 533-4400		
	87 Landscape/Mitigation - (858) 627-3331		
	88 Engr Public Improvements-(858)627-3200		
	89 Electrical		
	90 AC/Heating/Refrigeration		
	91 Range Hood(s)/Vent(s)		
	92 Plumbing/Gas		
	93 Disabled Access		
	94 Special Insp/Struct Obs/Final Report(s)		
	95 Structural		
96 Approved to Occupy			
97 Certificate of Occupancy			

*** For Gas or Electric Meter Installation information/requirements, call SDG & E Company's Project Management Department at (619) 230-7800. DS-1798 (Revised 04/06)

SEE REVERSE SIDE FOR IMPORTANT INFORMATION



Approval

2/2/09 1:28 pm

Page 1 of 1

L64A-005

THE CITY OF SAN DIEGO
Development Services
1222 First Avenue, San Diego, CA 92101-4154

Project Information

Project Nbr: **174252** Title: Churchill Hotel Plbg Pmt
Project Mgr: Bautista, Perlita (619)446-5114 pbautista@sandiego.gov



Approval Information

Approval Nbr: **6 26161** Type: Plumbing Permit Status: Pending Invoice Payment
Issued: 02/02/2009 1:27 pm Issued By: Bautista, Perlita Issued To: NEMACO INC, Nemat Anjonshoa - NEMACO INC
Completed: Completed By: Owner Occupied: Overridden:
Extension Qty: 0 Extended By: Cancel Reason:
Scope: Misc plumbing work to existing hotel. Precancel Status:
Land Doc Type:
Recorded Map No.:
Recorded Date:



Job Location (827 C ST)

Address: 827 C ST Assessor Parcel: 534-184-0700

Fee Type Units

Fee Type	Amount
Stories	7.00

Fee Worksheet

Fee	Quantity	Unit	Category
Backflow Preventer	1.00	Each	Issuance Fees
Bathtub	40.00	Each	Issuance Fees
Building Sewer	1.00	Each	Issuance Fees
Floor Drain	2.00	Each	Issuance Fees
Hose Bib	1.00	Each	Issuance Fees
Laundry Tubs	98.00	Each	Issuance Fees
Permit Issuance/No Plans	1.00	Each	Issuance Fees
Receptor(Floor Sink, Cup Sink)	1.00	Each	Issuance Fees
Roof Drain	4.00	Each	Issuance Fees
Travel & Doc Multi-Story	7.00	Stories	Issuance Fees
Urinal	1.00	Each	Issuance Fees
Washing Machine Standpipe	3.00	Each	Issuance Fees
Water Closet	48.00	Each	Issuance Fees
Water Pipe - Repair or Repimnt	1.00	Each	Issuance Fees
Water Service	1.00	Each	Issuance Fees



Inspection Plan

THE CITY OF SAN DIEGO
Development Services

1222 First Avenue, San Diego, CA 92101-4154

L64A-021

Project Information

Project Nbr: **174252** Title: Churchill Hotel Plbg Pmt
Project Mgr: Bautista, Perlita (619)446-5114 pbautista@sandiego.gov



Job Information

Job: 827 C ST Street Address: 827 C ST Thomas Brothers: 1280-B3
APN: 534-184-0700 Parcel Owner: J&J PROPERTIES A L L C

Approval Information

Approval Nbr: **6 26161** Approval Status: Pending Invoice Payment
Approval Type: Plumbing Permit Owner occupied: Overridden:
Issue: 02/02/09 1:27 pm By: Bautista, Perlita Will Expire:
Cancel Reason: Extension Quantity: 0
Precancel Status: Closed: By:
Scope: Misc plumbing work to existing hotel.

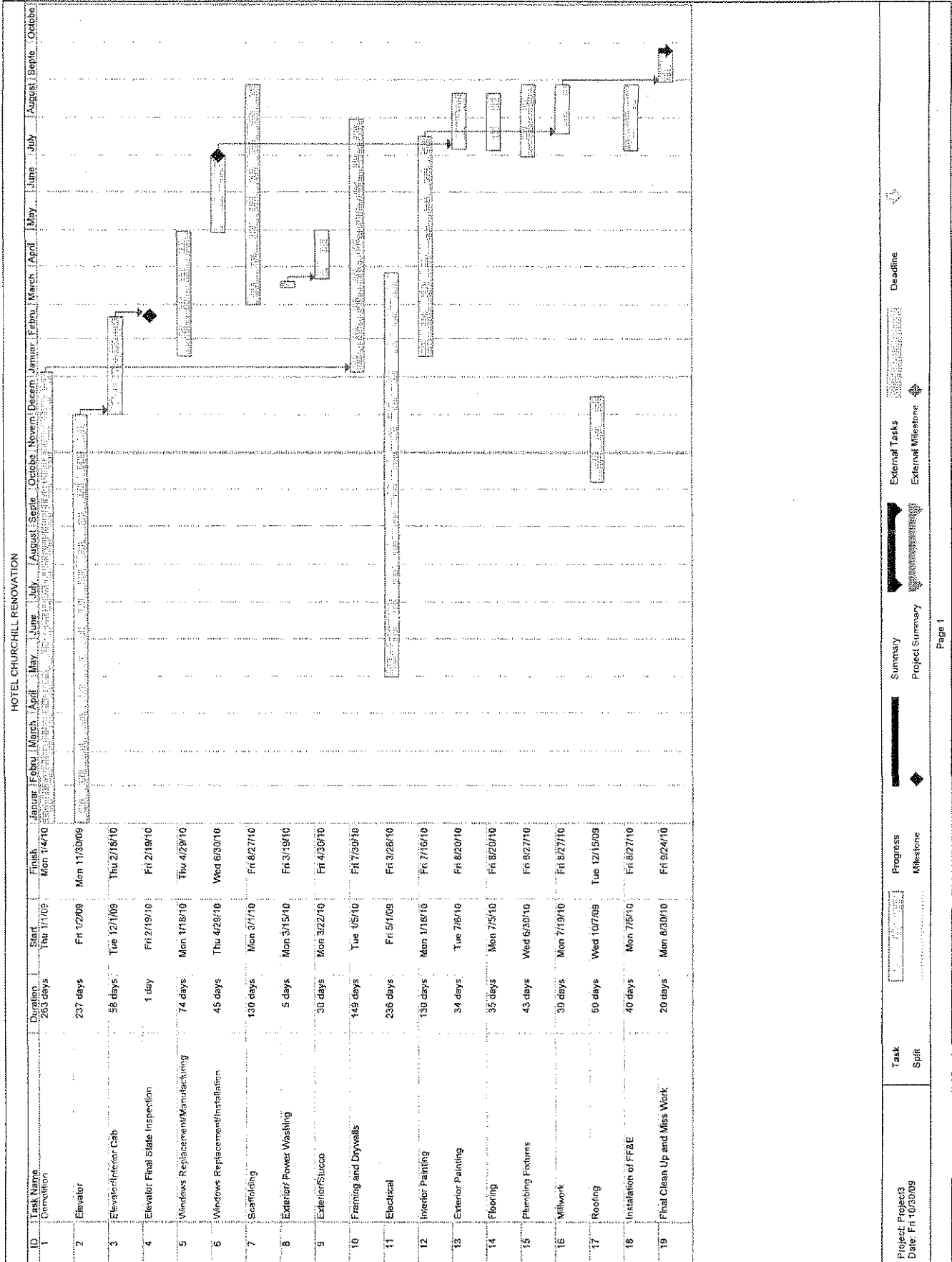
Inspection Group: **749777** Inspection Tier 1

Inspection Group: **749778** Inspection Tier 2

- 1369866 Mechanical - Plumbing - Final Unavailable
- 1369867 Mechanical - Plumbing - Underground Unavailable
- 1369868 Mechanical - Plumbing - Rough Unavailable
- 1369869 Mechanical - Plumbing - Suspended Ceiling Unavailable

Inspection Group: **749779** Inspection Tier 3





Project: Project3
Date: Fri 10/30/09

Task Split Progress Milestone Summary Project Summary External Tasks External Milestone Deadline

Hotel Churchill
 827 C Street
 San Diego, CA
 Tatum Consulting & Management, LLC

ID	Task Name	Duration	Start	Finish	Predecessor	Month							O							
						Jan	Feb	Mar	Apr	May	June	July		August	September					
1	Project Re-Start	0 days	Mon 2/1/10	Mon 2/1/10																
2	Electrical Rough Wiring	3 wks	Mon 2/1/10	Fri 2/19/10	1															
11	Flat Roof	4 wks	Mon 2/1/10	Fri 2/26/10	1															
30	Window Subcontract Signing	0.5 wks	Mon 2/1/10	Wed 2/3/10	1															
31	Window Deposit	0.5 wks	Wed 2/3/10	Fri 2/5/10	30															
32	Window Shop Drawings	2 wks	Mon 2/8/10	Fri 2/19/10	31															
3	Framing (Including Subfloors)	4 wks	Mon 2/22/10	Fri 3/19/10	2															
33	Windows Shop Drawing Approvals	1 wk	Mon 2/22/10	Fri 2/26/10	32															
34	Window Production	6 wks	Mon 3/1/10	Fri 4/9/10	33															
12	Set Staging & Canopy	2 wks	Mon 3/15/10	Fri 3/26/10	11FS+2 wk															
4	Drywall Hanging	3 wks	Mon 3/22/10	Fri 4/9/10	3															
15	Remove Exterior Paint/Stucco	2 wks	Mon 3/29/10	Fri 4/9/10	12															
19	Remove Existing Windows	3 wks	Mon 3/29/10	Fri 4/16/10	12															
5	Tape & Finish Drywall	3 wks	Mon 4/12/10	Fri 4/30/10	4															
13	Install Windows	6 wks	Mon 4/19/10	Fri 5/28/10	19,34															
17	Start-Up Elevator	3 wks	Mon 4/12/10	Fri 4/30/10	4															
21	Install Unit Vanities	3 wks	Wed 4/28/10	Wed 5/19/10	35SS															
35	Repair Unit Trim/Doors/Hardware	3 wks	Wed 4/28/10	Wed 5/19/10	5SS+85%															
22	Elevator State Inspection	2 wks	Mon 5/3/10	Fri 5/14/10	17															
6	Interior Painting	4 wks	Mon 5/17/10	Mon 6/14/10	21SS+85%															
14	Re-Stucco Building	5 wks	Mon 5/31/10	Fri 7/2/10	13															
7	Carpeting	3 wks	Wed 6/9/10	Wed 6/30/10	6SS+85%															
8	Ceramic Tile	4 wks	Wed 6/9/10	Wed 7/7/10	7SS															
29	Start-Up heating System	2 wks	Mon 6/14/10	Mon 6/28/10	6															
27	Exterior Painting	2 wks	Mon 7/5/10	Fri 7/16/10	14															
9	Plumbing Fixtures	3 wks	Fri 7/2/10	Fri 7/23/10	8SS+85%															
10	Light Fixtures & Cig. Fans	4 wks	Wed 7/7/10	Wed 8/4/10	6,7,8															
28	Sign Refurbishment	2 wks	Mon 7/19/10	Fri 7/30/10	27															
20	Install Bath Accessories	3 wks	Wed 7/21/10	Wed 8/11/10	9SS+85%															
24	Punchlist Exterior	2 wks	Mon 8/2/10	Fri 8/13/10	28															
36	Remove Staging	1 wk	Mon 8/16/10	Fri 8/20/10	24															
16	Final Clean	1 wk	Wed 8/11/10	Wed 8/18/10	20															
25	Substantial Completion	0 days	Wed 8/11/10	Wed 8/11/10	20															
23	Punchlist Interior	2 wks	Wed 8/18/10	Wed 9/7/10	16															
18	Install FF&E	2 wks	Wed 9/15/10	Wed 9/15/10	23															
26	Final Completion	0 days	Wed 9/15/10	Wed 9/15/10	18															

■ Task
▨ Critical Task
▩ Progress
◆ Milestone
▬ Summary
▬ Rolled Up Task
▬ Rolled Up Critical Task
▬ Rolled Up Milestone
◆ Milestone
▬ Rolled Up Progress
▬ External Tasks
▬ Project Summary
▬ Split
◆ Rolled Up Split
◆ External Milestone
▬ Deadline

Project Start Date: Mon 2/1/10
 Completion Date: Wed 9/15/10
 Plot Date: Fri 12/4/09

AIA[®] Document A305[™] - 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: *Tatum Consulting & Management, LLC*
Chris Tatum

ADDRESS: *26382 Via Conchita*
Mission Viejo, CA 92691

SUBMITTED BY: *Metaco Inc.*

NAME: *Nemat Anjomshoaa*

ADDRESS: *5532 Renaissance Ave #3*
San Diego CA 92122

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: *(If applicable)*

TYPE OF WORK: *(File a separate form for each Classification of Work.)*

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: *(Specify)*

§ 1.0 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? *5 years*

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.2 How many years has your organization been in business under its present business name? 5 years

§ 1.2.1 Under what other or former names has your organization operated? NEMACO

§ 1.3 If your organization is a corporation, answer the following: yes

§ 1.3.1 Date of incorporation: year 2007

§ 1.3.2 State of incorporation: cal. fornia

§ 1.3.3 President's name: Nemat Anjomshoaa

§ 1.3.4 Vice-president's name(s):

§ 1.3.5 Secretary's name: Maryam Dadbakhsh

§ 1.3.6 Treasurer's name: Nemat Anjomshoaa

§ 1.4 If your organization is a partnership, answer the following: NO

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership, if applicable:

§ 1.4.3 Name(s) of general partner(s):

§ 1.5 If your organization is individually owned, answer the following: NO

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2.0 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

General Engineering Contractor (A)
General Building Contractor (B)

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3.0 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Planning: budgeting and project management.
Engineering: Architectural, civil/structural Design
Construction: Tenant Improvement, Capital Improvement.

§ 3.2 Claims and Suits

(If the answer to any of the questions below is yes, attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

NO

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

NO

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

NO

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

(If the answer is yes, attach details.)

NO

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Hotel Churchill Renovation - Four Point Sheraton Hotel

§ 3.4.1 State total worth of work in progress and under contract: 2.0 M

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Hotel Churchill - 4 Point Sheraton - Hillcrest Bar and restaurant
§ 3.5.1 State average annual amount of construction work performed during the past five years: see Page (6,7)

1.0M

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4.0 REFERENCES

§ 4.1 Trade references:

Burni Enterprises
J & J Properties LLC
4 Point Sheraton Hotel

§ 4.2 Bank references: Bank of America

§ 4.3 Surety

§ 4.3.1 Name of bonding company: American Contractors Identity Company

Bond # SC6082581

§ 4.3.2 Name and address of agent:

601 Figueroa Street, Suite 1600
Los Angeles, CA 90017
Company Code: 052

§ 5.0 FINANCING

§ 5.1 Financial Statement

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- .1 Current Assets (e.g., cash; joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- .2 Net Fixed Assets;
- .3 Other Assets;
- .4 Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- .5 Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

JKJ Properties LLC is financial responsible for this project.

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6.0 SIGNATURE

§ 6.1 Dated this *Nineteen* day of *November* 2009

Name of organization: *NeHaco Inc.*

By: *Nemat Anjomshoaa*

Title: *CEO*

§ 6.2

M being
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 20_____

Notary Public:

My commission expires:

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

1. Hotel Churchill Renovation (\$2.0M)
Historic remodel / renovation of single room occupancy hotel
2. Four Point Sheraton (2008 - 2009)
 - Remodel 200 rooms
 - ADA Upgrade
 - Remodel existing restaurant, meeting rooms and Bars
3. El Cajon Commercial Building, two stories
Mix used (2009)
 - Design of new 15,000 ft² two stories Building with office space on 2nd floor and retail first floor.
4. Main St, El Cajon (new Restaurant)
 - TI Design and Improvement to convert existing retail store to restaurant (coffee shop)

5. Main Top Bar (2008) (\$200,000)

- Design and Construction of existing building removal and replacement of roof covering and damage roof system. New plumbing.
- New ADA Bathrooms and title 24 compliance.

6. Hillcrest Bar and Restaurant. (\$2.5 M)
1202 - 1220 - 1228 University Avenue.

- Demo existing building structure
- Asbestos abatement.
- structural design for complete seismic retrofit (2007-2008)
- HVAC system
- Civil Design, layout and installation of all new exterior sidewalk and handicap approaches.
- land surveying topo and traffic control plan.

7. 3270 - 3270 Greyling Drive (\$1.5 M) 2006
Food choice Marketplace.

- Design Build, planning, permitting and purchasing ~~contracts~~ for new grocery store (Market)
- Architectural and structural engineering design for combining two existing building into one for use of grocery store. New plumbing, electrical, HVAC and exterior facade. 7

CITY OF SAN DIEGO HISTORICAL RESOURCES BOARD

DESIGN ASSISTANCE SUBCOMMITTEE

Wednesday, September 2, 2009, at 4:00 PM
12th Floor Conference Room 12B
City Administration Building
202 C Street, San Diego, CA

MEETING NOTES

1. ATTENDANCE

Subcommittee Members Alex Bethke (Chair); Salvador Aréchiga; Gail Garbini
Recusals None

City Staff

HRB Kelley Saunders; Jodie Brown
CCDC Lucy Contreras
City Attorney Nina Fain

Guests

Item 3A Jason Luker; Nemat Anjomshoaa
Item 3B Ray Bumbaugh; John Baranek; Jeffrey Johnson; Art
Balourdes
Item 3C James Kidrick
Item 3D Maurice Kawashima; Leonard Whatley; Todd Massure
Item 3E Paul Johnson
Other

2. Public Comment (on matters not on the agenda) None

3. Project Reviews

▪ **ITEM 3A:**

Listings: HRB Site #634

Address: 827 C Street

Historic Name: Hotel Churchill

Significance: HRB Criterion C (Architecture)

Mills Act Status: No Contract, Redevelopment Area

PTS #: N/A

Project Contact: Nemaco Inc; and J&J Properties A, LLC

Treatment: Rehabilitation

Project Scope: This rehabilitation project proposes to repair and paint the exterior stucco; repair the blade sign; and refurbish and replace the existing windows. The applicant will provide samples of stucco and replacement windows for review by the Subcommittee.

Existing Square Feet: 40,000

Additional Square Feet: N/A

Total Proposed Square Feet: 40,000

Prior DAS Review: N/A

Staff Presentation: The building contains four different window types currently. The bulk of the windows are original wood double hung. Applicant is proposing to replace the wood windows with wood and the aluminum windows with aluminum. Staff is asking the applicant to have the windows evaluated and repair wherever possible. The applicant has had the existing wood windows evaluated and found that they are not salvageable. The replacement product is acceptable. The existing steel windows (which are likely not original and added for fire escape purposes) will be repaired. The original aluminum windows use a wire glass, which the applicant is not proposing to maintain. Staff has recommended a wire mesh glass at the rear consistent with the historic material and appearance. The applicant is also proposing to re-stucco, with a water wash and synergy stucco product, which staff is comfortable with.

Applicant Presentation: The applicant has an agreement with the Housing Commission to maintain the building as a SRO for 50 years which requires rehab, most of which is interior. Stucco repair will be wash and repair with a scratch coat of synergy stucco. Contacted several window companies, including Sash Co, Alpine Window Works and Unique Glass to look at the windows and provide an evaluation. Found significant damage to sashes, but some frames are salvageable. However, refurbishing the frame and sash is not financially feasible. The new frame and sash will be set in the existing frame. Looking to replace like for like, wood where there is wood, aluminum for aluminum with no wire glass. Kolbe windows are proposed.

Public Comment: None

Q&A:

Subcommittee-member Issue or Question	Applicant's Response
What about the color?	Don't know the original color. Creamy white is proposed.
What will be done with the stone at the bottom?	It will be power washed.
What will be done with blade sign?	It will be sanded and painted to match existing.

Subcommittee Discussion and Comment:

Subcommittee-member	Comments
Garbini	Agrees with the staff recommendation on the use of

Subcommittee-member	Comments
	wired glass.
Bethke	Thinks the building should be re-stuccoed with the existing color if the original color is not known.

Staff Comment: None.

Recommended Modifications: Comfortable with the staff recommendation to power wash and re-stucco with synergy material. The stucco color will be determined after the power washing. In regard to the windows, the Subcommittee agrees with the staff recommendation that replacement in-kind is acceptable, and that the wire mesh glass should also be replaced in kind. No issues with rehabilitation of the blade sign.

Consensus:

- Consistent with the Standards
- Consistent with the Standards if modified as noted
- Inconsistent with the Standards and needs revision and additional review
- Inconsistent with the Standards but is the best feasible alternative
- Inconsistent with the Standards

▪ **ITEM 3B:**

Listings: HRB Site #319

Address: 2223 El Cajon Boulevard

Historic Name: Imig Manor

Significance: Designated for its political, social and cultural significance, particularly with respect to the African American Community; and as a landmark hotel on El Cajon Boulevard

Mills Act Status: No Contract; Redevelopment Area

PTS #: N/A

Project Contact: Art Balourdes, on behalf of the owner, Hampstead Lafayette, LLC.

Treatment: Rehabilitation

Project Scope: The Subcommittee previously reviewed a rehabilitation project at this site which proposed to remove the 7 remaining wood frame and sash windows and all existing aluminum frame and sash windows and replace them with composite windows in the original wood frame sash and trim along the street facades (128 windows), and vinyl windows within the existing openings along the non-street facing elevations (122 windows). The Subcommittee recommended that wood frame and sash windows be used in the rehabilitation. The applicant would like to present an option of wood frame windows clad with aluminum.

Existing Square Feet: 40,000

Additional Square Feet: N/A

Total Proposed Square Feet: 40,000

Prior DAS Review: 5/1/2009

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Third day of September
in the year 2008 two thousand and eight.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

J & J Properties
8110 Aero Drive
San Diego CA 92123

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

and the Contractor:
(Name, legal status, address and other information)

Nettaco Inc.
5532 Renaissance Ave #3
San Diego CA 92122

for the following Project:
(Name, location and detailed description)

Hotel Churchill
827 C Street
San Diego CA 92101

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

September, 3rd, 2008 — November, 30th, 2009

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

inf.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (426) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work	Substantial Completion Date
September, 3 rd , 2008	November, 30 th , 2009

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be *One million nine-hundred-ninety-eight and nine hundred eighty nine* Dollars (\$1,998,989.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

All the contracts with sub-contractors will be reviewed case by case, and total amount and scope of work will be approved by owner. Overhead and profit open to further discussion and further review once all the contracts signed.

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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Attached Exhibit "A"

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
------	----------------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15 day of the each month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30 days) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the ~~Architect~~ *Contractor*.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, ~~or as follows:~~

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

*J&J Properties
8110 Aero Drive
San Diego CA 92123*

(Burni)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:
(Name, address and other information)

Iuz Burni
8110 Aero Drive
San Diego CA 92122

§ 8.4 The Contractor's representative:
(Name, address and other information)

Nemat Anjomshoaa
5532 Renaissance Ave #3
San Diego CA 92122

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	Insurance Certificate		2
	scope of work		4
	Construction Cost Estimate		1

Init.

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
	EXISTING AS-BUILT drawings	(9 sheets)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below: _____

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
---------------------------	--

Contractor Bond # SC6082581

Liability Insurance by Wateridge Insurance Services

This Agreement entered into as of the day and year first written above.

[Handwritten Signature]
OWNER (Signature)

[Handwritten Signature]
CONTRACTOR (Signature)

[Handwritten Name and Title]
(Printed name and title)

[Handwritten Name and Title]
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Nemaco Inc.

PLANNING ENGINEERING CONSTRUCTION

Tel: (858) 252-5554

e-fax: (315) 222-2516

Email: nemat@nemaco.us

General Engineering Contractor License # 839107

JOB NAME: Hotel Churchill JOB # 801 AREA= 40,000

DESCRIPTION	CODE		Quantity	Cost	Extension	\$/S.F.
Final Clean Up	01701	S/G	1	5,000	5,000	\$0.13
Dumpster (allowance)	01705	G	80	500	40,000	\$1.00
Survey	01607	G	1	0	0	\$0.00
Demolition	02110	S/G	1	100,000	100,000	\$2.50
Hazardous Material Monitoring/Exterior	01700	S	1	20,000	20,000	\$0.50
Grading	02210	S	1	0	0	\$0.00
Underground Utilities	02550	S	1	0	0	\$0.00
Asphalt Paving	02600	S	1	4,500	4,500	\$0.11
Fences & Gates	02710	S	1		0	\$0.00
Landscaping	02800	S	1	0	0	\$0.00
Concrete(allowance)	03000	S	1	5,000	5,000	\$0.13
Masonry	04000	S	1	0	0	\$0.00
Structural Steel	05000	S	1	0	0	\$0.00
Metal Fabrication	05500	S/G	1	0	0	\$0.00
Rough Carpentry/Framing	06100	G	1	50,000	50,000	\$1.25
Millwork	06200	S/G	1	35,000	35,000	\$0.88
Cabinets	06400	S/G	7	2,000	14,000	\$0.35
Insulation	07200	S	1	0	0	\$0.00
Roofing (allowance)	07300	S/G	1	20,000	20,000	\$0.50
Sheet Metal/Flashing	07600	S	1	0	0	\$0.00
Sealants	07900	S	1	0	0	\$0.00
Doors Frames & Hardware	08200	S	10	200	2,000	\$0.05
Glass & Glazing/Windows	08800	S	120	2,000	240,000	\$6.00
Drywall	09200	G	5	6,000	30,000	\$0.75
Ceramic Tile	09310	S/G	40	700	28,000	\$0.70
Suspended/Acoustical Ceiling	09500	S	1	5,000	5,000	\$0.13
Floor Covering	09600	S	7	9,000	63,000	\$1.58
Painting/Interior	09900	S	7	12,000	84,000	\$2.10
Painting/Stucco/Exterior	09000	S	1	160,000	160,000	\$4.00
Toilet Accessories & Par.	10800	G	41	1,700	69,700	\$1.74
Equipment	11000	S	1	8,000	8,000	\$0.20
Window Coverings(by owner)	12500	S	100	165	16,500	\$0.41
Special Construction - Elevator	15000	S	1	422,000	422,000	\$10.55
Mechanical HVAC	15000	S	1	0	0	\$0.00
Plumbing	15400	S	7	14,150	99,050	\$2.48
Fire Sprinklers(by owner)	15500	S/G	1	0	0	\$0.00
Fire Extinguishers(by owner)	15550	S/G	7	1,000	7,000	\$0.18
Electrical	16000	G	7	14,150	99,050	\$2.48
Alarm Systems	16720	S	1	3,500	3,500	\$0.09
Engineering Fee	00200	S	1	25,000	25,000	\$0.63
Permits and Licenses	00800	S	1	15,000	15,000	\$0.38
Special Consultants	00400	S	1	8,000	8,000	\$0.20

COST BREAKDOWN PREPARED BY:

Project Manager: Nemat Anjomshoaa

Direct Phone #: (858) 525-5554

Email: nemat@nemaco.us

SUBTOTAL		1,678,300	\$41.96
General Conditions		92,800	\$2.32
Overhead	5.90%	104,495	\$2.61
Profit	5.00%	98,716	\$2.47
Insurance	1.25%	24,679	\$0.62
TOTAL=		\$1,998,989	\$49.97

EXHIBIT "A"
HOTEL CHURCHILL - PROPOSED SCOPE WORK
FLOOR 2-6

ROOM #	AREA	PROPOSED WORK DESCRIPTION
x01	115 sq.ft.	Remove all furnitures, carpet, padding, sink cabinet, sink, light, fan and windowds.
		Installation of light fixture, fan, padding, carpet, sink cabinet, sink, supply lines, new valve knobs, windows, mask and tape, painting and final cleaning.
X02	210 sq.ft.	Remove all furnitures, carpet, padding, sink cabinet, sink, light, fan and windowds.
		Installation of light fixture, fan, padding, carpet, sink cabinet, sink, supply lines, new valve knobs, windows, mask and tape, painting and final cleaning.
X03	125 sq.ft.	Remove all furnitures, carpet, padding, sink cabinet, sink, light, fan and windowds.
		Installation of light fixture, fan, padding, carpet, sink cabinet, sink, supply lines, new valve knobs, windows, mask and tape, painting and final cleaning.
X04	225 sq.ft.	Remove all furnitures, carpet, padding, tack strip, sink cabinet, sink, light, fan, floor & wall tiles, toilets, shower rod and curtain and windowds.
		Installation of light fixture, fan, tack strip, padding, carpet, sink cabinet, sink, supply lines, tile & grout floor & walls, refinish tub, curtain rod and curtain, toilet paper holder, shower head, new valve knobs, windows, mask and tape, painting and final cleaning.
X05	140 sq.ft.	Remove all furnitures, carpet, padding, sink cabinet, sink, light, fan and windowds.
		Installation of light fixture, fan, padding, carpet, sink cabinet, sink, supply lines, new valve knobs, windows, mask and tape, painting and final cleaning.
X06	225 sq.ft.	Remove all furnitures, carpet, padding, tack strip, sink cabinet, sink, light, fan, floor & wall tiles, toilets, shower rod and curtain and windowds.
		Installation of light fixture, fan, tack strip, padding, carpet, sink cabinet, sink, supply lines, tile & grout floor & walls, refinish tub, curtain rod and curtain, toilet paper holder, shower head, new valve knobs, windows, mask and tape, painting and final cleaning.
X07	140 sq.ft.	Remove all furnitures, carpet, padding, sink cabinet, sink, light, fan and windowds.
		Installation of light fixture, fan, padding, carpet, sink cabinet, sink, supply lines, new valve knobs, windows, mask and tape, painting and final cleaning.
X08	210 sq.ft.	Remove all furnitures, carpet, padding, sink cabinet, sink, light, fan and windowds.
		Installation of light fixture, fan, padding, carpet, sink cabinet, sink, supply lines, new valve knobs, windows, mask and tape, painting and final cleaning.

X09	140 sq.ft.	Remove all furnitures, carpet, padding, sink cabinet, sink, light, fan and windowds.
		Installation of light fixture, fan, padding, carpet, sink cabinet, sink, supply lines, new valve knobs, windows, mask and tape, painting and final cleaning.
X10	200 sq.ft.	Remove all furnitures, carpet, padding, sink cabinet, sink, light, fan and windowds.
		Installation of light fixture, fan, padding, carpet, sink cabinet, sink, supply lines, new valve knobs, windows, mask and tape, painting and final cleaning.
X11	140 sq.ft.	Remove all furnitures, carpet, padding, sink cabinet, sink, light, fan and windowds.
		Installation of light fixture, fan, padding, carpet, sink cabinet, sink, supply lines, new valve knobs, windows, mask and tape, painting and final cleaning.
X12	180 sq.ft.	Remove all furnitures, carpet, padding, sink cabinet, sink, light, fan and windowds.
		Installation of light fixture, fan, padding, carpet, sink cabinet, sink, supply lines, new valve knobs, windows, mask and tape, painting and final cleaning.
X14	225 sq.ft.	Remove all furnitures, carpet, padding, tack strip, sink cabinet, sink, light, fan, floor & wall tiles, toilets, shower rod and curtain and windowds.
		Installation of light fixture, fan, tack strip, padding, carpet, sink cabinet, sink, supply lines, tile & grout floor & walls, refinish tub, curtain rod and curtain, toilet paper holder, shower head, new valve knobs, windows, mask and tape, painting and final cleaning.
X15	160 sq.ft.	Remove all furnitures, carpet, padding, sink cabinet, sink, light, fan and windowds.
		Installation of light fixture, fan, padding, carpet, sink cabinet, sink, supply lines, new valve knobs, windows, mask and tape, painting and final cleaning.
X16 X17	440 sq.ft.	Remove all furnitures, carpet, padding, tack strip, sink cabinet, sink, light, fan, floor & wall tiles, toilets, shower rod and curtain and windowds.
		Installation of light fixture, fan, tack strip, padding, carpet, sink cabinet, sink, supply lines, tile & grout floor & walls, refinish tub, curtain rod and curtain, toilet paper holder, shower head, new valve knobs, windows, mask and tape, painting and final cleaning.
X18	195 sq.ft.	Remove all furnitures, carpet, padding, tack strip, sink cabinet, sink, light, fan, floor & wall tiles, toilets, shower rod and curtain and windowds.
		Installation of light fixture, fan, tack strip, padding, carpet, sink cabinet, sink, supply lines, tile & grout floor & walls, refinish tub, curtain rod and curtain, toilet paper holder, shower head, new valve knobs, windows, mask and tape, painting and final cleaning.
X19	195sq.ft.	Remove all furnitures, carpet, padding, sink cabinet, sink, light, fan and windowds.
		Installation of light fixture, fan, padding, carpet, sink cabinet, sink, supply lines, new valve knobs, windows, mask and tape, painting and final cleaning.

FLOOR 7

701	Remove all furnitures, carpet, padding, tack strip, sink cabinet, sink, light, fan, floor & wall tiles, toilets, shower rod and curtain and windowds.
	Installation of light fixture, fan, tack strip, padding, carpet, sink cabinet, sink, supply lines, tile & grout floor & walls, refinish tub, curtain rod and curtain, toilet paper holder, shower head, new valve knobs, windows, mask and tape, painting and final cleaning.
702	Remove all furnitures, carpet, padding, tack strip, sink cabinet, sink, light, fan, floor & wall tiles, toilets, shower rod and curtain and windowds.
	Installation of light fixture, fan, tack strip, padding, carpet, sink cabinet, sink, supply lines, tile & grout floor & walls, refinish tub, curtain rod and curtain, toilet paper holder, shower head, new valve knobs, windows, mask and tape, painting and final cleaning.
703	Remove all furnitures, carpet, padding, tack strip, sink cabinet, sink, light, fan, floor & wall tiles, toilets, shower rod and curtain, kitchen cabinet and windowds.
	Installation of light fixture, fan, tack strip, padding, carpet, sink cabinet, sink, supply lines, tile & grout floor & walls, refinish tub, curtain rod and curtain, toilet paper holder, shower head, new valve knobs, Kitchen cabinet, windows, mask and tape, painting and final
704	Remove all furnitures, carpet, padding, tack strip, sink cabinet, sink, light, fan, floor & wall tiles, toilets, shower rod and curtain, kitchen cabinet and windowds.
	Installation of light fixture, fan, tack strip, padding, carpet, sink cabinet, sink, supply lines, tile & grout floor & walls, refinish tub, curtain rod and curtain, toilet paper holder, shower head, new valve knobs, Kitchen cabinet, windows, mask and tape, painting and final cleaning.

LOBBY	Remove furniture, reception desk top, lights, carpet, tiles, carpet, tile, toilets, Reception Desk, sinks and faucets.
	Installation of light fixture, tack strip, padding, carpet, sink, supply lines, tile & grout floor & walls, toilet paper holder, mask and tape, painting and final cleaning, ADA Upgrade in Bathroom, New ADA Reception Desk.

BASEMENT	Clean, repair concrete floor , paint, modification to elevator mechanical room and paint.
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EXTERIOR	Pressure wash of entire exterior
	Scaffolding, patch any damaged or cracked surfaces, application of Sand finished Cynergy stucco, Painting including the sign.

<p>General</p>	<p>Modernization of existing Elevator, Fix damaged molding, Remove existing roof and re-roof with torch applied system, provide Trash Chute, Asbestos removal in Lobby (laundry room), Paint Stairs. Replace existing piping due to the age with cast iron for the waste and vent, and copper piping for the water system. Some water piping may remain if in good condition. Existing hot water boilers, water heaters, and other equipment will remain without any changes. Re-wire all the lighting, provide the dedicated line for each room and install new wire for Telephone and Cable.</p>
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ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR JP NEMACOL	DATE (MM/DD/YYYY) 09/18/09
PRODUCER Wateridge Insurance Services 10717 Sorrento Valley Rd. San Diego CA 92121 Phone: 858-452-2200 Fax: 858-452-6004		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED NeMaco, Inc. 5532 Renaissance Avenue #3 San Diego CA 92122		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Evanston Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CS043500001	08/21/09	08/21/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: CHURCHILL HOTEL RENOVATION PROJECT, 827 C ST, SAN DIEGO
 AS RESPECTS GENERAL LIABILITY CERTIFICATE HOLDER IS ADDITIONAL
 INSURED PER M/E-009-01 01/09 ENDORSEMENT FORM ATTACHED.
 *EXCEPT 10 DAYS NOTICE FOR NON PAYMENT


CERTIFICATE HOLDER

CANCELLATION

J&JPROP

J&J PROPERTIES A, LLC
 8110 AERO DRIVE
 SUITE 200
 SAN DIEGO CA 92123

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE




EVANSTON INSURANCE COMPANY

BLANKET ADDITIONAL INSURED ENDORSEMENT

** Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
CS043500001	08/21/2009	NEMACO INC

THIS ENDORSEMENT CHANGES THE POLICY.

Section II - WHO IS AN INSURED of the Commercial General Liability Form is amended to include:

Person or Entity: AS AN ADDITIONAL INSURED, ANY PERSON OR ORGANIZATION TO WHOM YOU ARE OBLIGATED BY VALID WRITTEN CONTRACT TO PROVIDE SUCH COVERAGE BUT ONLY AS RESPECTS NEGLIGENT ACTS OR OMISSIONS OF THE

Named Insured and only for occurrences, claims or coverage not otherwise excluded in the policy.

"Our" agreement to accept an additional insured provision in a contract is not an acceptance of any other provisions of the contract or the contract in total.

Where no coverage shall apply herein for the Named Insured, no coverage or defense shall be afforded to the additional insured.

Moreover, no coverage shall be afforded to the additional insured for any "bodily injury," "personal and advertising injury," or "property damage" to any employee of the "Named Insured" or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

Additional Premium: _____

AUTHORIZED REPRESENTATIVE

M/E-009-01 (01/09)

INSURED

F140I

FILE => 91002028 INSP SEQ => 013 Select all Items => N

COMPLETE

Action=> L L-Look A-Add M-Modify C-Closeout X-Cancel

NO ITEMS WERE SELECTED FOR OUTPUT

Address : 827 C ST

Annual : 08 07 10

Status :

Bus Name: CHURCHILL HOTEL

Insp ID: 01 B T1

Period :

Parcel..: 534 184 07 00 BPIS:

Visit..: 05 29 07

Bill Cd:

Type Cd: ANN Start: 11 01 06 Viol:

Attrny:

Notice..:

Manager: CHFB01 Due...: Vio2:

Appeal:

Priority:

Print...: N (Y/N) End...: 05 29 07 Vio3:

Purge : 05 28 10

Base Fee:

A/M/X Code Typ Cnt Seq -----Item Comment----- App

FUNCTION => 2-Occupancy 5-Activity 6-Permit 8-Complaint PA1-

907.3.1.1 Group E. A fire alarm system shall be installed in existing Group E occupancies in accordance with Section 907.2.3.

Exceptions:

1. A building with a maximum area of 1,000 square feet (93 m²) that contains a single classroom and is located no closer than 50 feet (15 240 mm) from another building.
2. Group E with an occupant load less than 50.

907.3.1.2 Group I-1. A fire alarm system shall be installed in existing Group I-1 residential care/assisted living facilities.

Exception: Where each sleeping room has a means of egress door opening directly to an exterior egress balcony that leads directly to the exits in accordance with Section 1014.5, and the building is not more than three stories in height.

907.3.1.3 Group I-2 and Group I-2.1. A fire alarm system shall be installed in existing Group I-2 and Group I-2.1 occupancies in accordance with Section 907.2.6.2.

907.3.1.3.1 Existing Group I occupancies: In projects requiring the Office of Statewide Health Planning and Development approval in existing Group I-2 and I-2.1 occupancies located in buildings defined as hospitals in Section 1250 of the Health and Safety Code, facilities not equipped with an automatic sprinkler system throughout shall be equipped with an automatic fire alarm system which responds to the products of combustion other than heat.

Exception: Heat detectors may be used in closets, unusable spaces under floor areas, storage rooms, bathrooms, and rooms of similar use.

907.3.1.4 Group I-3. A fire alarm system shall be installed in existing Group I-3 occupancies in accordance with Section 907.2.6.3.

→ **907.3.1.5 Group R-1 hotels and motels.** A fire alarm system shall be installed in existing Group R-1 hotels and motels more than three stories or with more than 20 sleeping units.

Exception: Buildings less than two stories in height where all sleeping units, attics and crawl spaces are separated by 1-hour fire-resistance-rated construction and each sleeping unit has direct access to a public way, exit court or yard.

907.3.1.6 Group R-1 boarding and rooming houses. A fire alarm system shall be installed in existing Group R-1 boarding and rooming houses.

Exception: Buildings that have single-station smoke alarms meeting or exceeding the requirements of Section 907.2.10.1 and where the fire alarm system includes at least one manual fire alarm box per floor arranged to initiate the alarm.

907.3.1.7 Group R-2. A fire alarm system shall be installed in existing Group R-2 occupancies more than

three stories in height or with more than 16 dwelling units or sleeping units.

Exceptions:

1. Where each living unit is separated from other contiguous living units by fire barriers having a fire-resistance rating of not less than 0.75 hour, and where each living unit has either its own independent exit or its own independent stairway or ramp discharging at grade.
2. A separate fire alarm system is not required in buildings that are equipped throughout with an approved supervised automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 and having a local alarm to notify all occupants.
3. A fire alarm system is not required in buildings that do not have interior corridors serving dwelling units and are protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, provided that dwelling units either have a means of egress door opening directly to an exterior exit access that leads directly to the exits or are served by open-ended corridors designed in accordance with Section 1023.6, Exception 4.

907.3.1.8 Group R-4. A fire alarm system shall be installed in existing Group R-4 residential care/assisted living facilities.

Exceptions:

1. Where there are interconnected smoke alarms meeting the requirements of Section 907.2.10 and there is at least one manual fire alarm box per floor arranged to sound continuously the smoke alarms.
2. Other manually activated, continuously sounding alarms approved by the fire code official.

907.3.1.9 Existing Group R-1 and Group R-2 high-rise. Notwithstanding the provisions of Section 403.20, every existing high-rise building used for the housing of a Group R-1 or Group R-2 occupancies shall have installed therein a fire alarm system conforming to this subsection.

907.3.1.9.1 General. Every apartment house and every hotel shall have installed therein an automatic or manually operated fire alarm system. Such fire alarm systems shall be so designed that all occupants of the building may be warned simultaneously.

907.3.1.9.2 Installation. The installation of all fire alarm equipment shall be in accordance with this code.

907.3.1.10 Existing high-rise buildings.

907.3.1.10.1 Fire alarm system. Every existing high-rise building shall be provided with an approved fire alarm system. In department stores, retail sales stores and similar occupancies where the general public is admitted, such systems shall be of a type

Design For Health Training Center



3574 Kettner Blvd.
San Diego, CA 92101
619 291-1777
FAX 619 291-4318

FACSIMILE

Date: November 24, 2008		Number of Pages <u>3</u> (including this page)	
To: Nemat Anjomshoaa	Firm: NeMaco Inc.	From: Lachele Thrower	
Fax Number: 315-222-2516		Telephone Number: 858-525-5554	

<input checked="" type="checkbox"/> lab results	
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CONFIDENTIALITY NOTICE

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Design For Health Environmental Services

3574 Kettner Blvd.
San Diego, CA 92101
619 291-1777 Fax: 619 291-4318

BULK SAMPLE ANALYSIS REPORT

CLIENT: NeMaco Inc.
Attn: Nemat Anjomshoaa

ANALYSIS: One bulk sample submitted for analysis of asbestos material.

ANALYTICAL METHOD: Polarized Light Microscopy/Dispersion Staining, EPA 600 R-93/116

RESULTS

Hotel Churchill
9th Avenue and C
San Diego, CA
November 19, 2008

Lab Date	Lab I.D. #	Sample Description	Asbestos Type	% by Volume
11/19/08	198409	Laundry Room Beige Floor Tile and Mastic Beige Floor Tile Sample #1	Chrysotile Cellulose Matrix	2-3% 1-2% Filler
11/19/08	198409-A	Yellow Mastic	Asbestos Cellulose Matrix	ND 2-3% Filler
11/19/08	198410	Laundry Room White Ceiling Tile & Brown Mastic White Ceiling Tile Sample #2	Asbestos Cellulose Matrix	ND 60-65% Filler
11/19/08	198410-A	Brown Mastic Under White Ceiling Tile	Chrysotile Cellulose Matrix	1-2% 3-5% Filler
11/19/08	198411	2 nd Floor Bathroom Wall Plaster Sample #3	Asbestos Cellulose Matrix	ND 1-2% Filler
11/19/08	198412	2 nd Floor Bathroom White Ceramic Floor Tile & Grout White Ceramic Tile Sample #4	Asbestos Cellulose Matrix	ND 1-2% Filler
11/19/08	198413	2 nd Floor Guest Room Wall Paper Behind Wood Veneer Yellow Wall Paper Sample #5	Asbestos Cellulose Matrix	ND 70-75% Filler



Design For Health Environmental Services

3574 Kettner Blvd.
San Diego, CA 92101
619 291-1777 Fax 619 291-4318

Lab Date	Lab I.D. #	Sample Description	Asbestos Type	% by Volume
11/19/08	198414	2 nd Floor Guest Room Wall Paper Behind Wood Veneer Sample #6	Asbestos Cellulose Filler	ND 50-60%
11/19/08	198415	2 nd Floor Guest Room Wall Paper Behind Wood Veneer Yellow Wall Paper Sample #7	Asbestos Cellulose Matrix	ND 70-75% Filler
11/19/08	198416	2 nd Floor Guest Room Wall Paper Behind Wood Veneer Brown Wood Board Sample #8	Asbestos Cellulose Matrix	ND 40-45% Filler
11/19/08	198417	Exterior Plaster Trim Gray Plaster Trim Sample #9	Asbestos Cellulose Matrix	ND 2-3% Filler

Trace = Less than 1% is present. ND = No asbestos detected. Method of limit detection is 1%. Results are based upon samples submitted for analysis only. Asbestos includes: chrysotile, amosite, crocidolite, anthophyllite, tremolite and actinolite. This analytical report relates only to the samples tested. It may not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. In accordance with Title 8 of the California Code of Regulations, Section 1529, (k)(B)(2), to demonstrate that the material is not asbestos containing material, samples shall be collected as described in 40 CFR 763.86. Samples shall be collected by an accredited AHERA Building Inspector in the following format:

<p>Surfacing Material (spray-applied or troweled-on) Up to 1000 square feet of material: a minimum of three (3) samples 1000 to 5000 square feet of material: a minimum of five (5) samples Greater than 5000 square feet of material: a minimum of seven (7) samples</p>	<p>Thermal System Insulation A minimum of three (3) samples per type of material</p>	<p>Miscellaneous Material It is the discretion of the building inspector</p>
---	--	--

NOTE: Tile, vinyl, foam, plastic and fine powder samples may contain asbestos fibers of such small dimensions that fibers may not be detected by PLM. If greater certainty is required, more sensitive analytical methods such as X-ray Diffraction, Transmission Electron Microscopy and Scanning Electron Microscopy are recommended.

*Any lab number followed by a letter is identifying a layered sample. The number with letters represents a layer of the sample submitted.

This report shall not be reproduced except in full, and then only with the written approval of the DFHTC Laboratory. Design For Health Training Center appreciates the opportunity to provide these services.

Sincerely,

Kabir Shefa
Director of Technical Services

This report has been reviewed for Quality Control by: Kabir Shefa _____ Virginia L. Shefa _____



FARDAN'S REFRIGERATION

Installation, Service & Repair
Heating & Air Conditioning Service
Walk-In Cooler and Ice Machine

Phone
264-3004

License No.
82000759

December 02, 2009

J and J Properties LLC
8110 Aero Drive
San Diego, Ca 92123

Re: *Steam Heating System in Hotel Churchill*

Dear Lucy:

As you requested we have serviced the existing Boilers, Model No. 48-S and Serial No. 284823, located in Hotel Churchill and certify it to be in good working Condition. We have maintain this system since 2003 and last inspection was dated 11/23/09. We certify this Boiler remains in good working order.

Please call us at 619-264-3004 if you may have any questions.

Sincerely

A handwritten signature in cursive script that reads 'Wali T. Fardan'. The signature is written in dark ink and is positioned above the printed name.

Wali T. Fardan

Owner

Exhibit N

From: Soheili, Ali (ASoheili@sandiego.gov)
To: Irannejad, Hamid; Nemat Anjomhoaa
Date: Fri, November 14, 2008 4:21:55 PM
Cc: Ahmadi, Afsaneh; Nakrani, Nitin; Soheili, Ali
Subject: RE: Hotel Churchill Renovation - 827 C Street

Hi Nemat,

Please note that you are not required to submit plans for the electrical work as described changing the light fixtures with ceiling fans, however an electrical permit will be required. If the building wiring is required to change, the electrical plans will be required.

The existing cast iron piping for waste and vent, replacement of plumbing fixtures, and copper piping for the water within the shafts can be changed with same size piping without a plan check, however a plumbing permit will be required. Repair and cleaning of tubs does not require a permit.

Please note the installation of all work shall meet all the current codes.

Ali Soheili, P.E.
Senior Mechanical Engineer

From: Irannejad, Hamid
Sent: Monday, November 10, 2008 4:33 PM
To: Nemat Anjomhoaa
Cc: Ahmadi, Afsaneh; Soheili, Ali; Nakrani, Nitin
Subject: FW: Hotel Churchill Renovation - 827 C Street

Hi Nemat,

I am responding to your questions on behalf of Afsaneh Ahmadi. Your proposed scope of renovations at the subject facility requires a Building Permit. The major plumbing replacements you mention will require alteration of the existing interior and/or exterior envelope of the building which is subject to Code compliance for the necessary repairs after the plumbing work is completed. You must submit a Building Permit Application along with detailed plans capturing the entire scope of work for review and approval.

Ali Soheili, our Senior Mechanical Engineer will inform you if plans are required for the proposed Electrical and Plumbing work.

Senior Structural Engineer, Nitin Nakrani, our Disabled Access Liaison Person will get back to you concerning the requirements for Disabled Access upgrade after reviewing the scope of work.

Ali, Nitin,

Per Afsaneh's direction, please "Reply to All" with your responses.

From: Nemat Anjomhoaa [nemat@nemaco.us]
Sent: Friday, November 07, 2008 2:12 PM
To: Ahmadi, Afsaneh
Cc: lucy burni
Subject: Hotel Churchill Renovation - 827 C Street

Ms Afsaneh Ahmadi,

I have attached a letter requesting a clarification with respect to permit requirements for work at Hotel Churchill located in downtown San Diego.

Your immediate attention to this would greatly appreciated. Please do not hesitate if you may require further clarification.

Thank you,
Nemat Anjomshoaa

NeMaco Inc.
858-525-5554
315-222-2516 efax

Exhibit N



RE: Hotel Churchill Renovation - 827 C Street

Monday, November 17, 2008 2:02 PM

From: "Nakrani, Nitin" <NNakrani@sandiego.gov>
To: "Nemat Anjomhoaa" <nemat@nemaco.us>
Cc: "Ahmadi, Afsaneh" <AAhmadi@sandiego.gov>, "Irannejad, Hamid" <HIrannejad@sandiego.gov>, "Soheili, Ali" <ASoheili@sandiego.gov>

Memat,

Disable access is depend on either building permit required for any work you are doing. See section 1134B for what type of work will trigger disable access.

Response to your questions as follows:

Item A4): If building permit triggers, compliance for disable access shall be provided per section 1134B and section 1135B.

Item B2): Shall comply with disable Access regardless of building permit.

Last Paragraph on Disable Access: Again all disable access shall comply per 1134B and 1135B once building permits triggers.

Thank You,

Nitin Nakrani

Nitin Nakrani, P.E.

Structural Engineering Senior

Division of Building and Safety

City of San Diego.

mnakrani@sandiego.gov

For useful information about the development process, please visit our web-site at:

<http://www.sandiego.gov/development-services/>

From: Irannejad, Hamid
Sent: Monday, November 10, 2008 4:33 PM
To: Nemat Anjomhoaa
Cc: Ahmadi, Afsaneh; Soheili, Ali; Nakrani, Nitin
Subject: FW: Hotel Churchill Renovation - 827 C Street

Hi Nemat,

I am responding to your questions on behalf of Afsaneh Ahmadi. Your proposed scope of renovations at the subject facility requires a Building Permit. The major plumbing replacements you mention will require alteration of the existing interior and/or exterior envelope of the building which is subject to Code compliance for the necessary repairs after the plumbing work is completed. You must submit a Building Permit Application along with detailed plans capturing the entire scope of work for review and approval.

Ali Soheili, our Senior Mechanical Engineer will inform you if plans are required for the proposed Electrical and Plumbing work.

Senior Structural Engineer, Nitin Nakrani, our Disabled Access Liaison Person will get back to you concerning the requirements for Disabled Access upgrade after reviewing the scope of work.

Exhibit N

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Per Afsaneh's direction, please "Reply to All" with your responses.

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Cc: lucy burni
Subject: Hotel Churchill Renovation - 827 C Street

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I have attached a letter requesting a clarification with respect to permit requirements for work at Hotel Churchill located in downtown San Diego.

Your immediate attention to this would greatly appreciated. Please do not hesitate if you may require further clarification.

Thank you,
Nemat Anjomshoaa

Nemaco Inc.
858-525-5554
315-222-2516 efax

FILE => 91002028 INSP SEQ => 013 Select all Items => N COMPLETE

Action=> L L-Look A-Add M-Modify C-Closeout X-Cancel

NO ITEMS WERE SELECTED FOR OUTPUT

Address : 827 C ST Annual : 08 07 10 Status :
Bus Name: CHURCHILL HOTEL Insp ID: 01 B T1 Period :
Parcel..: 534 184 07 00 BPIS: Visit..: 05 29 07 Bill Cd:

Type Cd: ANN Start: 11 01 06 Viol: Attrny: Notice..
Manager: CHFB01 Due...: Vio2: Appeal: Priority:
Print...: N (Y/N) End...: 05 29 07 Vio3: Purge : 05 28 10 Base Fee:

A/M/X Code Typ Cnt Seq -----Item Comment----- App

FUNCTION => 2-Occupancy 5-Activity 6-Permit 8-Complaint PA1-

907.3.1.1 Group E. A fire alarm system shall be installed in existing Group E occupancies in accordance with Section 907.2.3.

Exceptions:

1. A building with a maximum area of 1,000 square feet (93 m²) that contains a single classroom and is located no closer than 50 feet (15 240 mm) from another building.
2. Group E with an occupant load less than 50.

907.3.1.2 Group I-1. A fire alarm system shall be installed in existing Group I-1 residential care/assisted living facilities.

Exception: Where each sleeping room has a means of egress door opening directly to an exterior egress balcony that leads directly to the exits in accordance with Section 1014.5, and the building is not more than three stories in height.

907.3.1.3 Group I-2 and Group I-2.1. A fire alarm system shall be installed in existing Group I-2 and Group I-2.1 occupancies in accordance with Section 907.2.6.2.

907.3.1.3.1 Existing Group I occupancies: In projects requiring the Office of Statewide Health Planning and Development approval in existing Group I-2 and I-2.1 occupancies located in buildings defined as hospitals in Section 1250 of the Health and Safety Code, facilities not equipped with an automatic sprinkler system throughout shall be equipped with an automatic fire alarm system which responds to the products of combustion other than heat.

Exception: Heat detectors may be used in closets, unusable spaces under floor areas, storage rooms, bathrooms, and rooms of similar use.

907.3.1.4 Group I-3. A fire alarm system shall be installed in existing Group I-3 occupancies in accordance with Section 907.2.6.3.

→ **907.3.1.5 Group R-1 hotels and motels.** A fire alarm system shall be installed in existing Group R-1 hotels and motels more than three stories or with more than 20 sleeping units.

Exception: Buildings less than two stories in height where all sleeping units, attics and crawl spaces are separated by 1-hour fire-resistance-rated construction and each sleeping unit has direct access to a public way, exit court or yard.

907.3.1.6 Group R-1 boarding and rooming houses. A fire alarm system shall be installed in existing Group R-1 boarding and rooming houses.

Exception: Buildings that have single-station smoke alarms meeting or exceeding the requirements of Section 907.2.10.1 and where the fire alarm system includes at least one manual fire alarm box per floor arranged to initiate the alarm.

907.3.1.7 Group R-2. A fire alarm system shall be installed in existing Group R-2 occupancies more than

three stories in height or with more than 16 dwelling units or sleeping units.

Exceptions:

1. Where each living unit is separated from other contiguous living units by fire barriers having a fire-resistance rating of not less than 0.75 hour, and where each living unit has either its own independent exit or its own independent stairway or ramp discharging at grade.
2. A separate fire alarm system is not required in buildings that are equipped throughout with an approved supervised automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 and having a local alarm to notify all occupants.
3. A fire alarm system is not required in buildings that do not have interior corridors serving dwelling units and are protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, provided that dwelling units either have a means of egress door opening directly to an exterior exit access that leads directly to the exits or are served by open-ended corridors designed in accordance with Section 1023.6, Exception 4.

907.3.1.8 Group R-4. A fire alarm system shall be installed in existing Group R-4 residential care/assisted living facilities.

Exceptions:

1. Where there are interconnected smoke alarms meeting the requirements of Section 907.2.10 and there is at least one manual fire alarm box per floor arranged to sound continuously the smoke alarms.
2. Other manually activated, continuously sounding alarms approved by the fire code official.

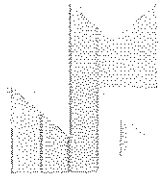
907.3.1.9 Existing Group R-1 and Group R-2 high-rise. Notwithstanding the provisions of Section 403.20, every existing high-rise building used for the housing of a Group R-1 or Group R-2 occupancies shall have installed therein a fire alarm system conforming to this subsection.

907.3.1.9.1 General. Every apartment house and every hotel shall have installed therein an automatic or manually operated fire alarm system. Such fire alarm systems shall be so designed that all occupants of the building may be warned simultaneously.

907.3.1.9.2 Installation. The installation of all fire alarm equipment shall be in accordance with this code.

907.3.1.10 Existing high-rise buildings.

907.3.1.10.1 Fire alarm system. Every existing high-rise building shall be provided with an approved fire alarm system. In department stores, retail sales stores and similar occupancies where the general public is admitted, such systems shall be of a type



Nemaco Inc
PLANNING ENGINEERING CONSTRUCTION
Tel: (858) 525-5554 e-fax: (315) 222-2516
Email: nemat@nemaco.us
General Engineering Contractor License # 839107

November 7, 2008

Afsaneh Ahmadi, P.E.
Chief Building Official/Deputy Director
Development Services Department
City of San Diego
1222 First Avenue
San Diego, CA 92101

Dear Ms. Ahmadi

This letter is to request a clarification with respect to permit requirements as they relate to proposed work at the Hotel Churchill in downtown San Diego.

Site Description

The property is located at the southwest corner of Ninth Avenue and C Street. The address is 827 C Street, San Diego, CA 92101 [APN 534-184-07]. The hotel was constructed circa 1914. It is designated as a Single Room Occupancy hotel (SRO) and a historical resource (HRB No. 634).

Hotel Description

The structure is seven (7) stories. The lobby of the hotel and two retail stores occupy the ground floor. Ninety-four (94) rooms occupy the second through the seventh floor with common restroom and shower in each floor. The area of each floor is approximately 5000 sq. ft. Two exits serve each floor. This facility is a low income rental with rooms some equipped with hand sinks, some with shower and toilet facility, and a few rooms with kitchenette in addition to the toilet facility. The first floor includes a check-in counter, an office, lobby and bathrooms, in addition to a laundry room and more bathrooms on a raised floor to the first floor.

Scope of Work

- A. Guest Rooms and Hallways- Floors 2 thru 7:
- 1) Remove and replace carpet in each room.
 - 2) Paint the walls and ceiling.

Page 2 of 3
Ms. Afsaneh Ahmadi
November 7, 2008

- 3) Replace light fixtures with ceiling fans combo as needed (No changes or alterations to the electrical systems of the structure).
- 4) Replace existing piping due to the age with cast iron for the waste and vent, and copper piping for the water system. Some water piping may remain if in good condition. Existing hot water boilers, water heaters, and other equipment will remain without any changes.
- 5) Remove and replace floor tile in bathroom.
- 6) Replace all existing sinks and water closets with new sinks and low flush water closets.
- 7) Repair and clean tubs as required (the water valves to tubs may be changed if required due to the condition and age).

B. Lobby:

- 1) Remove and replace carpet.
- 2) Replace Front Desk and Counter.
- 3) Paint walls and ceiling.

C. Elevator:

- 1) Existing elevator was deemed inoperable and unsafe by the Cal/OSHA. Otis Elevator Company was retained to modernize the elevator. Otis will obtain all required permits and inspections from the State. There will be no changes to hoistway (the hoistway not be enlarged) due to existing configuration of the hoistway with respect to existing stairway and hallway at each floor level.

D. Exterior:

Patch and paint the exterior of the building with same color as existing.

Disabled Access

The rooms are not accessible to the disabled. The new elevator cab will be designed to replace the existing elevator with similar dimensions. The elevator will not be accessible to the disabled. The lobby will be accessible to the disabled. The men's bathroom is located on the ground floor, and women's bathroom is located on the mezzanine level. The bathrooms on the second thru seventh floors are not accessible and is not possible due to cost constrains and historical building. If the City requires to update the bathrooms to be accessible, then the rooms, structure and many other features of the building will change and it will no longer will be possible to rent to low income, and will shut down the project (the hotel is currently vacant due to need of the above upgrades and repairs).

Page 3 of 3
Ms. Afsaneh Ahmadi
November 7, 2008

Historical Review Board

The scope of work has been reviewed by the San Diego Historical Resources Board.

Centre City Development Corporation

The scope of work has been reviewed by the Centre City Development Corporation.

San Diego Housing Commission

The scope of work has been reviewed and approved by the Housing Commission.

Development Services Department

CBC, Section 1134B.2.1 (4) states that projects such as painting and carpeting "*are not considered alteration projects for the purposes of accessibility for persons with disabilities and shall not be subject to this code...*" Although the original scope of work entailed the removal and replacement of carpet and painting the interior, the scope has expanded to replace the deteriorating water and sewer lines inside the structure. As a result, a plumbing permit will be obtained.

I would like to acknowledge if the proposed work can be done under miscellaneous permit without submitting drawings for the plan check. I like to make sure the propose work meet all the current codes. We realize that codes may be subject to different interpretation with respect to such projects. We are requesting your assistance in determining the code requirements so that we can proceed accordingly. We want to comply with all federal, state and local regulations and provide accessibility to the extent it is structurally feasible, particularly in a building that was constructed 95 years ago.

Please feel free to call me at (858) 525-5554 if you have any questions or need additional information. We look forward to hearing from you.

Sincerely,



Nemat Anjomshoa
President
NeMaco Inc.