

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

CONTRACT

30280

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3 THIS CONTRACT is made and entered, in duplicate, as of
4 January 2, 2007 for reference purposes only, pursuant to a minute order adopted
5 by the City Council of the City of Long Beach at its meeting held on ~~June 13, 2006~~ ^{held August 16, 2005}, by and
6 between PACIFIC HOUSING DIVERSIFIED, INC., a California corporation ("Contractor"),
7 whose address is 5939 Monterey Road, Los Angeles, California 90042-4942 and the CITY
8 OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, Contractor is currently reconstructing a portion of an alley
10 immediately adjacent to the development commonly known as "Pacific City Lights"
11 pursuant to an agreement between Contractor and the developer of said project; and

12 WHEREAS, City has been awarded grant funds to be used for capital asset
13 projects that benefit the community, and City wishes to use such funds to improve
14 additional portions of said alley in and around the Pacific City Lights project area; and

15 WHEREAS, the City Council authorized the City Manager to expend such
16 grant funds;

17 NOW, THEREFORE, in consideration of the mutual terms and conditions
18 herein, the parties agree as follows:

19 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
20 supervision, tools, materials, supplies, appliances, equipment, and transportation for the
21 work described in Contractor's Bid Letter attached hereto as Exhibit "A" and incorporated
22 herein by this reference ("Bid Letter"), said work to be performed according to the Contract
23 Documents defined below. The work described in the Bid Letter shall be performed upon
24 that portion of the alley more specifically depicted on Exhibit "A-1" attached hereto and
25 incorporated herein by this reference ("Project Area"). Notwithstanding any other provision
26 of the Contract Documents, Contractor shall have no obligation to relocate or replace any
27 existing improvements in the Project Area, including without limitation utility poles and fire
28 hydrants.

1 2. PRICE AND PAYMENT. City shall pay to Contractor the amount(s) for
2 materials and work identified in Contractor's Bid Letter, but in no event shall such amount
3 exceed \$227,098. Contractor shall submit requests for progress payments and City will
4 make payments in due course of payments in accordance with Section 9 of the Standard
5 Specifications for Public Works Construction (latest edition). Notwithstanding the above,
6 City shall pay Contractor for materials promptly upon Contractor's purchase of the same
7 and delivery of supporting documentation of such purchase to City and will not withhold
8 retention with respect to materials. Notwithstanding anything to the contrary in the
9 Standard Specifications, retention for labor to be performed hereunder shall be 6.5%.

10 3. CONTRACT DOCUMENTS. The Contract Documents include: the
11 Standard Specifications for Public Works Construction, latest edition (the "Standard
12 Specifications"); the City of Long Beach Standard Plans; the California Code of
13 Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates; this
14 Contract and all documents attached hereto or referenced herein including but not limited
15 to insurance; Notice to Proceed; Notice of Completion; any addenda or change orders
16 issued in accordance with the Standard Specifications; and any permits required and
17 issued for the work. These Contract Documents are incorporated herein by the above
18 reference and form a part of this Contract.

19 Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict
20 or inconsistency exists or develops among or between Contract Documents, the following
21 priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s) from other public
22 agencies; 4) the City of Long Beach Standard Plans; 5) Standard Specifications; 6) other
23 reference specifications; and 7) other reference plans.

24 4. TIME FOR CONTRACT. Contractor shall commence work on a date to
25 be specified in a written "Notice to Proceed" from City and shall complete all work within
26 sixty (60) working days thereafter, subject to strikes, lockouts and events beyond the
27 control of Contractor. Time is of the essence hereunder.

28 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The

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1 acceptance of any work or the payment of any money by City shall not operate as a waiver
2 of any provision of any Contract Document, of any power reserved to City, or of any right
3 to damages or indemnity hereunder. The waiver of any breach or any default hereunder
4 shall not be deemed a waiver of any other or subsequent breach or default.

5 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently herewith,
6 Contractor shall submit certification of Workers' Compensation coverage in accordance
7 with California Labor Code Sections 1860 and 3700, a copy of which is attached hereto as
8 Exhibit "B".

9 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time upon
10 City by Contractor for and on account of any extra or additional work performed or
11 materials furnished, unless such extra or additional work or materials shall have been
12 expressly required by City and the quantities and price thereof shall have been first agreed
13 upon, in writing, by the parties hereto.

14 8. CLAIMS. Contractor shall, upon completion of the work, deliver
15 possession thereof to City ready for use and free and discharged from all claims for labor
16 and materials in doing the work and shall assume and be responsible for, and shall protect,
17 defend, indemnify and hold harmless City from and against any and all claims, demands,
18 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or
19 damages to property, including property of City, which arises from or is connected with the
20 performance of the work.

21 9. INSURANCE. Prior to commencement of work, and as a condition
22 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence
23 of all insurance required in the Contract Documents. In addition, Contractor shall complete
24 and deliver to City the form ("Information Sheet") attached as Exhibit "C" and incorporated
25 by reference, to comply with Labor Code Section 2810.

26 10. WORK DAY. Contractor shall comply with Sections 1810 through 1815
27 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a penalty
28 to City, the sum of Twenty-five Dollars (\$25) for each worker employed by Contractor or

1 any subcontractor for each calendar day such worker is required or permitted to work more
2 than eight (8) hours unless that worker receives compensation in accordance with Section
3 1815.

4 11. PREVAILING WAGE RATES. Contractor is directed to the prevailing
5 wage rates. Contractor shall forfeit, as a penalty to City, Fifty Dollars (\$50) for each
6 laborer, worker or mechanic employed for each calendar day, or portion thereof, that such
7 laborer, worker or mechanic is paid less than the prevailing wage rates for any work done
8 by Contractor, or any subcontractor, under this Contract.

9 12. COORDINATION WITH GOVERNMENTAL REGULATIONS. If the work
10 is terminated pursuant to an order of any Federal or State authority, Contractor shall accept
11 as full and complete compensation under this Contract such amount of money as will equal
12 the product of multiplying the Contract price stated herein by the percentage of work
13 completed by Contractor as of the date of such termination, and for which Contractor has
14 not been paid. If the work is so terminated, the City Engineer, after consultation with
15 Contractor, shall determine the percentage of work completed and the determination of the
16 City Engineer shall be final.

17 13. NOTICES. A. Any notice required hereunder shall be in writing and
18 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,
19 to Contractor at the address first stated herein, and to City at 110 Pine Avenue, Suite 1200,
20 Long Beach, California 90802, Attn: City Manager. Notice of change of address shall be
21 given in the same manner as stated herein for other notices. Notice shall be deemed given
22 on the date deposited in the mail or on the date personal delivery is made, whichever first
23 occurs.

24 B. Except for stop notices and claims made under the Labor Code, City will
25 notify Contractor when City receives any third party claims relating to this Contract in
26 accordance with Section 9201 of the Public Contract Code.

27 14. RELOCATION BENEFITS AND NOTICES. Contractor shall not be
28 responsible for posting notices or paying relocation benefits due to the work to be

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1 performed under this Agreement.

2 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any
3 of the moneys that may become due Contractor hereunder may be assigned by Contractor
4 without the written consent of City first had and obtained, nor will City recognize any
5 subcontractor as such, and all persons engaged in the work of construction will be
6 considered as independent contractors or agents of the Contractor and will be held directly
7 responsible to Contractor.

8 16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and cause
9 each subcontractor to keep an accurate payroll record in accordance with Division 2, Part
10 7, Article 2 of the California Labor Code. Contractor's failure to furnish such record to City
11 in the manner provided herein for notices shall entitle City to withhold the penalty
12 prescribed by law from progress payments due to Contractor.

13 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to the
14 contrary in the Standard Specifications, Contractor shall have the responsibility, care and
15 custody of the work. If any loss or damage occurs to the work that is not covered by
16 collectible commercial insurance, excluding loss or damage caused by the negligence or
17 willful misconduct of City, earthquake, or flood, then Contractor shall immediately make
18 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
19 City whole or pay, then City may do so and the cost and expense of doing so shall be
20 deducted from the amount due Contractor from City hereunder.

21 18. CONTINUATION. Termination or expiration of this Contract shall not
22 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
23 prior to termination or expiration of this Contract.

24 19. TAXES AND TAX REPORTING. A. As required by federal and state
25 law, City is obligated to report the payment of compensation to Contractor on Form 1099-
26 Misc. and Contractor acknowledges that Contractor is not entitled to payment under this
27 Contract until it has provided its Employer's Identification Number to City. Contractor shall
28 be solely responsible for payment of all federal and state taxes resulting from payments

1 under this Contract.

2 B. Contractor shall cooperate with City in all matters relating to taxation and
3 the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor
4 shall cooperate as follows: (i) for all leases and purchases of materials, equipment,
5 supplies, or other tangible personal property totaling over \$100,000 shipped from outside
6 California, a qualified Contractor shall complete and submit to the appropriate
7 governmental entity the form in Appendix "A" attached hereto; and (ii) for construction
8 contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-
9 permit from the California Board of Equalization for the Work site. "Qualified" means that
10 the Contractor purchased at least \$500,000 in tangible personal property that was subject
11 to sales or use tax in the previous calendar year.

12 In completing the form and obtaining the permit(s), Contractor shall use the
13 address of the Work site as its business address and may use any address for its mailing
14 address. Copies of the form and permit(s) shall also be delivered to the City Engineer.
15 The form must be submitted and the permit(s) obtained as soon as Contractor receives a
16 Notice to Proceed. Contractor shall not order any materials or equipment over \$100,000
17 from vendors outside California until the form is submitted and the permit(s) obtained and,
18 if Contractor does so, it shall be a material breach of this Contract. In addition, Contractor
19 shall make all purchases from the Long Beach sales office of its vendors if those vendors
20 have a Long Beach office and all purchases made by Contractor under this Contract which
21 are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach.
22 Contractor shall require the same form and permit(s) from its subcontractors.

23 Contractor shall not be entitled to and by signing this Contract waives any
24 claim or damages for delay against City if Contractor does not timely submit these forms
25 to the appropriate governmental entity. Contractor may contact the City Controller at (562)
26 570-6450 for assistance with the form.

27 20. ADVERTISING. Contractor shall not use the name of City, its officials,
28 or employees in any advertising or solicitation for business, nor as a reference, without the

1 prior approval of the City Manager, City Engineer, or designee.

2 21. AUDIT. If payment of any part of the consideration for this Contract is
3 made with federal, state, or county funds and a condition to the use of those funds by City
4 is a requirement that City render an accounting or otherwise account for said funds, then
5 City shall have the right at all reasonable times to examine, audit, inspect, review, extract
6 information from, and copy all books, records, accounts, and other information relating to
7 this Contract.

8 22. NO PECULIAR RISK. Contractor acknowledges and agrees that the
9 work to be performed hereunder does not constitute a peculiar risk of bodily harm and that
10 no special precautions are required to perform said work.

11 23. THIRD PARTY BENEFICIARY. This Contract is intended by the parties
12 to benefit themselves only and is not in any way intended or designed to or entered for the
13 purpose of creating any benefit or right of any kind for any person or entity that is not a
14 party to this Contract.

15 24. SUBCONTRACTORS. Contractor agrees to and shall bind every
16 subcontractor to the terms of this Contract provided, however, that nothing herein shall
17 create any obligation on the part of City to pay any subcontractor except in accordance
18 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply
19 with this Section shall be deemed a material breach of this Contract. A list of
20 subcontractor(s) submitted by Contractor in compliance with Public Contract Code
21 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this
22 reference.

23 25. NO DUTY TO INSPECT. No language in this Contract shall create and
24 City shall not have any duty to inspect, correct, warn of, or investigate any condition arising
25 from Contractor's work hereunder, or to insure compliance with laws, rules or regulations
26 relating to said work. If City does inspect or investigate, the results thereof shall not be
27 deemed compliance with or a waiver of any requirements of the Contract Documents.

28 26. GOVERNING LAW. This Contract shall be governed by and construed

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1 pursuant to the laws of the State of California (except those provisions of California law
2 pertaining to conflicts of laws).

3 27. INTEGRATION. This Contract, including the Contract Documents
4 identified in Section 3 hereof, constitutes the entire understanding between the parties and
5 supersedes all other agreements, oral or written, with respect to the subject matter herein.

6 28. COSTS. If there is any legal proceeding between the parties to enforce
7 or interpret this Contract or to protect or establish any rights or remedies hereunder, the
8 prevailing party shall be entitled to its costs and expenses, including reasonable attorney's
9 fees.

10 29. NONDISCRIMINATION. In connection with performance of this Contract
11 and subject to federal laws, rules and regulations, Contractor shall not discriminate in
12 employment or in the performance of this Contract on the basis of race, religion, national
13 origin, color, age, gender, sexual orientation, AIDS, HIV status, handicap, or disability. It
14 is the policy of City to encourage the participation of Disadvantaged, Minority and Women-
15 owned Business Enterprises and City encourages Contractor to use its best efforts to carry
16 out this policy in the award of all subcontracts.

17 30. DEFAULT. Default shall include but not be limited to Contractor's failure
18 to perform in accordance with the Plans and Specifications, failure to comply with any
19 Contract Document, failure to pay any penalties, fines or charges assessed against the
20 Contractor by any public agency, failure to pay any charges or fees for services performed
21 by City, and if Contractor has substituted any security in lieu of retention, then default shall
22 also include City's receipt of a stop notice. If default occurs and Contractor has substituted
23 any security in lieu of retention, then in addition to City's other legal remedies, City shall
24 have the right to draw on the security in accordance with Public Contract Code Section
25 22300 and without further notice to Contractor. If default occurs and Contractor has not
26 substituted any security in lieu of retention, then City shall have all legal remedies available
27 to it.

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31. PACIFIC CITY LIGHTS. The Certificate of Completion to be issued in connection with the "Pacific City Lights" development which is adjacent to the Project Area shall not be conditioned upon completion of the work to be performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

PACIFIC HOUSING DIVERSIFIED, INC.,
a California corporation

By: *Ajit Mithaiwala*
President
AJIT MITHAIWALA
(Type or Print Name)

By: *Manita Dhruvshankar*
Secretary
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH,
a municipal corporation

January 24, 2006
By: *[Signature]*
City Manager

"City"

This Contract is approved as to form on *December 26*, 2006.

ROBERT E. SHANNON, City Attorney
By: *[Signature]*
Deputy

Robert E. Shannon
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EXHIBIT "A"

PACIFIC HOUSING DIVERSIFIED, INC.

5939 MONTEREY ROAD * LOS ANGELES * CA * 90042-4942

Tel: (323) 254-3338 * Fax: (323) 254-3449

May 15, 2006

Patrick Ure
Housing Development Officer
City of Long Beach Housing Division
110 Pine Avenue Suite 1200
Long Beach, CA 90802

Dear Sir

Pacific Housing Diversified, Inc. purposes to improve the alley beginning at the southern-west property line of the land referred to as lots 25 to 38 inclusive in block 8, of Pacific Home Tract, in the city of Long Beach, as shown by map on file, in book 6, page 17 of maps, in the office of the county recorder of the county of Los Angeles, State of California to the end of the alley at 15th street for the sum of \$202,000.

Scope of work

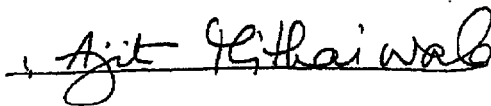
1. Design plan & permit.
2. Saw cut existing asphalt and concrete.
3. Demo existing paving.
4. Removal of existing paving after demolition.
5. Survey for slope and elevations.
6. Form work for V-gutter.
7. Inspection by public-works inspector.
8. Placement of 6" min concrete with 2500 psi at alley.
9. Demo and remove existing curb-gutter and sidewalk adjacent to the alley at 15th street.
10. Place new curb, gutter, sidewalk and approach adjacent to the alley at 15th street for \$24,000.00.

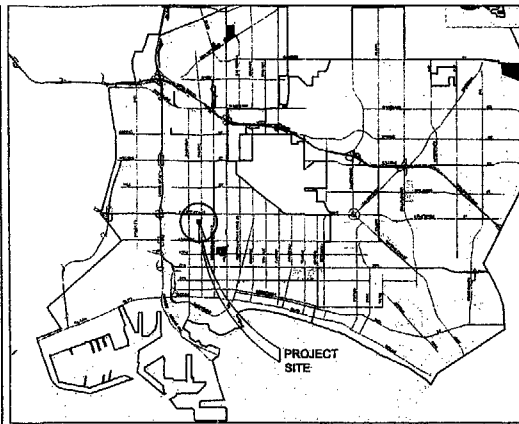
Total of proposal \$226,000.00

Exclusions

1. P.H.D. Inc. will not be responsible for underground utilities.
2. Adjacent neighbor access space.
3. This work should not be apart of C.O.O. for Pacific Apartments.

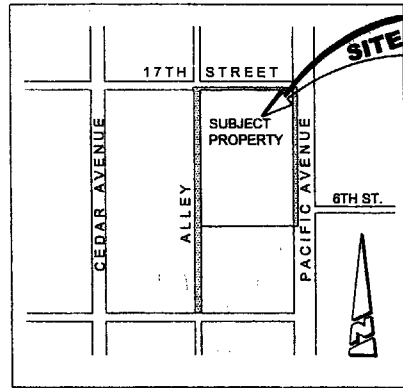
Pacific Housing Diversified, Inc.


Ajit Mithaiwala



LOCATION MAP

NOT TO SCALE
THOMAS GUIDE NO. 795 D5



VICINITY MAP

NOT TO SCALE
THOMAS GUIDE NO. 795 D5

BENCH MARK

B.M. NO. 1375 LEAD AND TAG IN P.C.C. CURB
17.7 FEET WEST OF B.C.R.
ELEV. = 11.941 1971 DATUM



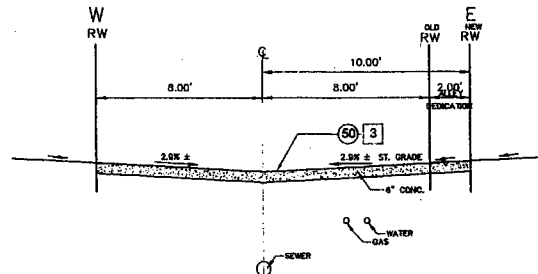
**JESS ESPARZA & ASSOCIATES
PLANNING ENGINEERING SURVEYING**

6107 YORK BLVD. LOS ANGELES, CA 90042 tel: (323)256-8157 ext. #105 fax: (323)256-4045
email: jess@esparza@aol.com

SECTION HEAD			
PROJECT MANAGER			
INSPECTOR			
SURVEY CONTROL			
PROPERTY LINES	DIVISION ENGINEER	DATE	
GAS	CONSTRUCTION SERVICE OFFICER	DATE	CITY ENGINEER DATE
WATER			
SUBSTRUCTURE	CITY TRAFFIC ENGINEER	DATE	

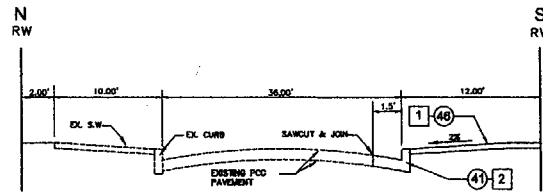
SHEET INDEX

- TITLE SHEET- VICINITY MAP, SHEET INDEX & CONSTRUCTION LEGEND
- OFF-SITE IMPROVEMENT GENERAL NOTES
- PACIFIC AVENUE- DEMOLITION AND CONSTRUCTION PLAN
- 17th STREET- DEMOLITION AND CONSTRUCTION PLAN
- ALLEY- DEMOLITION AND CONSTRUCTION PLAN STATION 0+00 TO 3+80
- ALLEY- DEMOLITION AND CONSTRUCTION PLAN STATION 3+80 TO 6+28.88



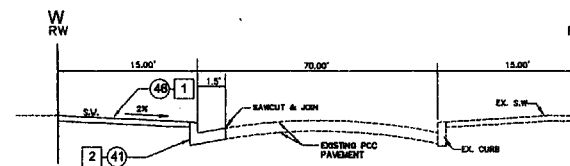
TYPICAL ALLEY CROSS SECTION

NOT TO SCALE



17th STREET TYPICAL CROSS SECTION

NOT TO SCALE



PACIFIC AVE. TYPICAL CROSS SECTION

NOT TO SCALE

CONSTRUCTION LEGEND

- CONSTRUCT/INSTALL/PERFORM APPLICABLE NOTES AND STANDARDS
- ▨ REMOVE PCC PAVEMENT
- COLD MILLING
- 1 REMOVE EXISTING SIDEWALK
- 2 REMOVE EXISTING PCC CURB
- 3 REMOVE EXISTING AC PAVEMENT
- 4 REMOVE EXISTING DRIVEWAY OR ADA RAMP
- 5 PROTECT IN PLACE EXISTING STREET LIGHT CONDUIT
- 11 ADJUST WATER VALVE AND COVER
- 12 RECONSTRUCT WATER VALVE BOX AND COVER AND WATER METER BOX AND COVER
- 13 ADJUST GAS VALVE BOX AND COVER
- 14 SALVAGE AND INSTALL PULL BOX
- 32 CONSTRUCT TREETWELL PER G.B. STANDARD. PLAN NO. 519-2
- 41 CONSTRUCT PCC CURB AND GUTTER, PER CLB STD. PLAN NO. 118 ALSO GB 120-1, A-1-150(8) AND GB 112-1.
- 46 CONSTRUCT PCC SIDEWALK, 3 INCHES THICK PER CLB STD. PLAN NO. 107 AND GB 112-1
- 47 CONSTRUCT PCC CURB RAMP PER CLB STD. PLAN NO. 122, CASE 'A', TYPE 4
- 50 CONSTRUCT PCC PAVEMENT, 8 INCHES THICK (ALLEY) PER CLB STD. PLAN NO. 107-2
- 51 CONSTRUCT PCC ALLEY ENTRANCE, 8 INCHES THICK PER CLB STD. PLAN NO. 108
- 55 CONSTRUCT CURB DRAIN PER GB 150-2 CASE 2
- 58 CONSTRUCT PARKWAY DRAIN PER GB 151-1 TYPE 1, S=12"
- 67 RELOCATE EXISTING POWER POLE TO NEW RW LINE.

LEGEND:

- RIGHT OF WAY
- EXISTING PAVEMENT, CURB OR SIDEWALK
- EXISTING FLOW LINE
- NEW CURB, GUTTER & SIDEWALK & EDGE OF PAVEMENT
- CENTER LINE OF STREET
- DIRECTION OF FLOW
- PPO - POWER POLE
- CONSTRUCTION NOTE
- EXISTING SEWER MANHOLE
- CATCH BASIN

ABBREVIATIONS:

- CL. CENTER LINE
- PL. PROPERTY LINE
- R/W RIGHT OF WAY
- R.G. ROUGH GRADING
- F.F. FINISH FLOOR
- S.W. SIDEWALK
- C&G CURB AND GUTTER
- WS WESTSIDE
- ES EASTSIDE
- SS SOUTHSIDE
- TC TOP OF CURB
- FL FLOW LINE
- BCR BEGINNING OF CURB RETURN
- ECR END OF CURB RETURN
- L.H. LAMP HOLE
- (13.00) EXISTING ELEVATION
- (13.00) NEW ELEVATION

FN: DATE: 11-14-86
PLOT SCALE:

CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE CITY ENGINEER

333 W. OCEAN BLVD.

LONG BEACH CA. 90802

DESIGNED BY:	
DRAWN BY:	
DESIGN CHECK BY:	
DRAFTING CHECK BY:	

PACIFIC AVENUE AND 17th STREET

FIELD BOOK	PAGE	GRAPHIC SCALE
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REVISIONS				NO.
NO.	DATE	SHEET	APPROVAL	JOB NO.

DRAWING NO. C-5687

OFF-SITE IMPROVEMENT NOTES:

1. All work embraced herein shall be done in accordance with "Standard Specifications for Public Works Construction," together with the City of Long Beach amendments to said specifications, and City of Long Beach Standard Plans: all as most recently adopted by the city.

~~2. Storm drain work shall be performed in accordance with City of Long Beach ordinance requirements which specify the work must be done by a state and city licensed contractor under an excavation permit obtained from the Public Works counter, 10th floor of City Hall, 333 West Ocean Boulevard, telephone (562) 570-8784, after City insurance requirements have been satisfied.~~

3. Prior to the issuance of the appropriate permit, the contractor shall obtain a permit from California Division of Industrial Safety for the construction of trenches or excavations which are five feet or deeper. Sheeting, shoring and bracing for the trench excavation shall conform to the requirements of "Construction Safety Orders", Title 8, Division of Industrial Safety, State of California.

4. Permits to perform work within the public right of way must be obtained from the Public Works counter, 10th Floor of City Hall, 333 West Ocean Boulevard, telephone (562) 570-8784. All work within the public right-of-way must be performed by a contractor holding a valid State of California contractor's license and City of Long Beach Business License sufficient to qualify the contractor to do the work. Contractor shall have on file with the City Engineer a Certification of general liability insurance and an endorsement evidencing minimum limits of required general liability insurance.

5. Prior to insurance of a street permit, the contractor shall furnish the City Engineer with signed, stamped, and dated grade sheets prepared by a civil engineer or land surveyor for surface improvements and drainage structures. Invert elevations at connections with existing drainage lines shall be confirmed before submittal to the City. The required signature shall be preceded by the following note: "This approved grade sheet was prepared by me or under my directions, and to the best of my knowledge, is true and mathematically correct."

6. This drawing and the data hereon are hereby made a part of the specification. Approval of this plan by the City of Long Beach does not constitute a representation as to the accuracy of the location of the existence or non-existence of any underground utility pipe or structure within the limits of this project. The contractor is required to take due precautionary measures to protect the utility lines and structures that may be damaged on account to the contractor's operations shall be repaired or replaced at contractor's expense, to the satisfaction of the City.

7. The contractor shall notify the Public Works Inspection Section at (562) 570-5160 at least 48 hours prior to the start of construction.

8. The contractor shall notify all utility companies 48 hours prior to the start of construction of the improvements shown on these plans.

a. Underground Service Alert (USA/SC)
Telephone: (800) 227-2600

b. City of Long Beach Water Department or USA/SC
(Water, Sewer and Storm Drain Facilities)
Operations Service Center
Telephone: (562) 570-2388 or (562) 570-2390

c. City of Long Beach Energy Department or USA/SC
Telephone: (562) 570-2030

d. City of Long Beach Bureau of Traffic and Transportation,
Traffic Signals Coordinator, Operations Division
Telephone: (562) 570-2782

e. City Light and Power, Inc.
(Street Light Facilities)
Telephone: (562) 983-2000

9. Removal, adjustment or relocation of utilities or any work on the area of their recorded easements shall be done only with approval of the utility owners, obtained before the starting of work.

10. Any revisions made to approved plans shall need subsequent approval by the City Engineer before starting the work.

11. Within 72 hours after final surfacing is placed, all manholes and valve box frames and covers shall be adjusted by the contractor to finish grade except those owned by the Gas Department, which will be adjusted by the department's crew. In the case of the Water Department, the adjustment shall be made by the contractor in association with the Department, all at the contractor's expense.

12. Top of manholes shall conform to approved street or alley grades, with a minimum of two adjustment rings.

13. Cold-mill asphalt concrete where joining existing pavement as shown on the Standard Plans or as directed by the City Engineer.

14. Asphalt concrete surface course shall be PG64-10.

15. Provide a minimum of 4 feet wide PCC strip adjacent to the property line and across the driveway (cross slope of 2 percent, maximum) for use as a disabled access. (Specify the value of "Y" on driveways in accordance with Standard Plan 105)

~~16. Contact the Long Beach Transit Company before doing any work at transit bus stops, shelters, signs, or appurtenances.~~

~~17. Storm drain connector pipe shall be RCP with a minimum D load of D-1750.~~

~~18. The maximum trench width shall be the outside diameter of the pipe plus 20 inches. If exceeded, contractor shall be required to construct special bedding acceptable to the City Engineer.~~

~~19. Concrete backfill shall be used at any location with less than 24 inches of cover from top of pipe to finish grade unless otherwise approved by the City Engineer.~~

20. Bedding shall be per Section 308-1.2.1 of the Standard Specifications, and Standard Plan No. 634.

21. Backfill shall be mechanically compacted to 90 percent minimum relative density per Section 308-1.3 of the Standard Specification and shall have a minimum sand equivalent of 15.

~~22. Trench excavation requirements shall be in accordance with Standard Plan 127 and 634.~~

~~23. Private storm drains shall have the City of Long Beach identification eliminated from the manhole covers. Only the letters "SD" shall be shown on the manhole cover.~~

~~24. If soil tests have been taken, information relating to the soils suitably for backfill and bedding shall be stated on the plans and the groundwater table shall be plotted on the drawing profile.~~

~~25. This storm drain will be publicly/privately built (cross out one) and will be operated and maintained by Owners of Apartment Buildings.~~

26. The contractor shall contact the Street Tree Division of the Department of Public Works, at (562) 570-2770, prior to beginning the tree well construction, tree planting and irrigation system work. The Street Tree Division will assist with the size, type and manner in which the street trees are to be installed.

27. Proposed utilities and tree wells shall be in place before correcting the public sidewalk.

28. Existing traffic loop detectors and traffic striping damaged during construction shall be repaired to the satisfaction of the City Engineer.

29. Water and sewer improvements, and work within the water and sewer easements, shall be constructed in accordance with the requirements of the City's Water Department. On-site sewer improvements shall be coordinated with the Department of Planning and Building of the City of Long Beach.

30. Work within Caltrans / LACDPW / LACS (as applicable) right-of-way shall require prior approval and encroachment permit. Work in these areas shall be constructed in accordance with that agency's requirements. A copy of the permit shall be furnished to the City prior to start of work.

31. Removal, adjustment or relocation of existing traffic signal, sign, striping, or other traffic control devices shall be done only upon approval of the City Traffic Engineer.

32. The Contractor shall submit to the City Traffic Engineer, for approval a Traffic Control and Detour Plan 48 hours prior to occupying the street.

33. Notify the City of Long Beach Police Traffic Division at (562) 570-7260, 48 hours prior to occupying the street.

34. Notify the City Traffic Engineer (562) 570-6331 and the Construction Division Inspection Section (562) 570-5160, 24 hours in advance of any replacement layout restoring obliterated striping, pavement markings, legends or raised pavement markers. The contractor shall make such replacement with like materials.

35. Slot Paving shall be required as shown on City of Long Beach Standard Plan 118 for construction of curb & gutter, curb, curb ramp, sidewalk or driveway replacement.

36. The contractor shall remove any pavement and sidewalk markings upon completion of the work. These markings are used to identify the location of utility services under the USA program and construction related markings, including, but not limited to horizontal and vertical grade markings, survey stationing, offsets, curb lines, and other layout lines.

37. Any off-site improvements found damaged shall be replaced to the satisfaction of the Director of Public Works.

EXHIBIT A-1
Page 2

PN:
DATE: 11-14-06

JESS ESPARZA & ASSOCIATES
PLANNING ENGINEERING SURVEYING
6107 YORK BLVD. LOS ANGELES, CA 90042 tel: (323)266-8157 ext. #105 fax: (323)266-4045
email: jess@esparza@aol.com

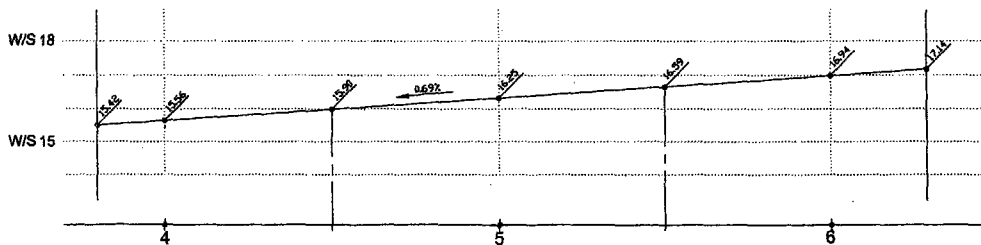
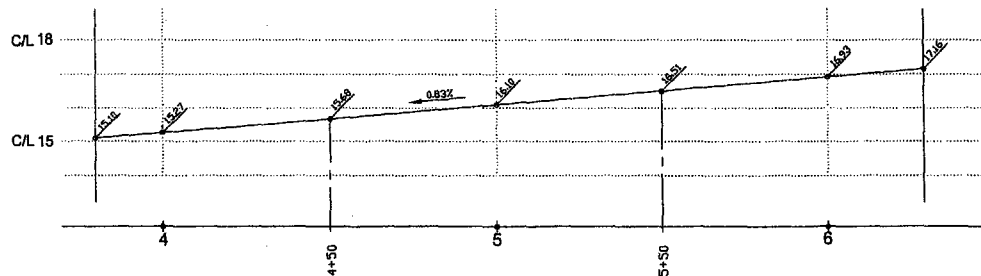
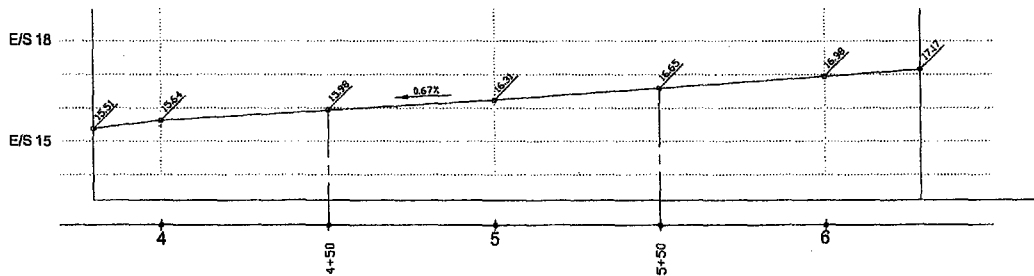


PACIFIC AVENUE AND 17th STREET
OFF-SITE IMPROVEMENT GENERAL NOTES

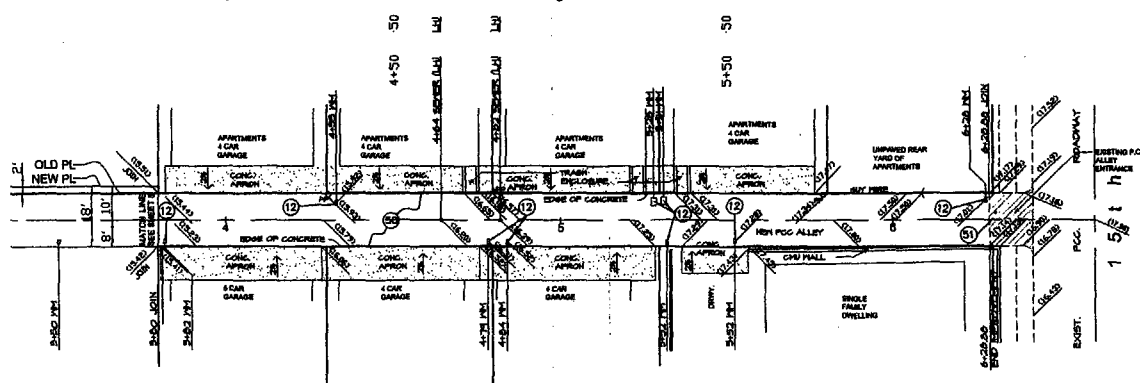
FIELD BOOK	PAGE	DRAWING SCALE	AS-BUILT	DRAWING NO.
		0 20' 40' 60'		C-5687

REVISIONS			NO.
NO.	DATE	SHEET	

JOB NO.	
SHEET	2 of 6



PROFILE SCALE
SCALES: HORIZ. 1"=20'
VERT. 1"=2'



JESS ESPARZA & ASSOCIATES
PLANNING ENGINEERING SURVEYING
6107 YORK BLVD. LOS ANGELES, CA 90042 tel: (323)256-6157 ext. #105 fax: (323)256-4045
email: jesse@jess.com



**PACIFIC AVENUE AND 17TH STREET
DEMOLITION AND CONSTRUCTION PLAN**

FIELD BOOK	PAGE	GRAPHIC SCALE	AS-BUILT	DRAWING NO. C-5687
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FN: DATE: 11-14-06
PLOT SCALE: 1"=28'

REVISIONS			NO.	
NO.	DATE	SHEET	JOB NO.	SHEET
				6 OF 6

WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

Ajit Mithaiwala

Signature of Contractor, or a corporate officer
of Contractor, or a general partner of Contractor

AJIT MITHAIWALA -

Title: PRESIDENT - PACIFIC HOUSING

DIVERSIFIED, INC
Date: 12/12/06

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

1) Workers' Compensation Insurance:

- A. Policy Number: 1637478 - 2006
- B. Name of Insurer (NOT Broker): STATE FUND
- C. Address of Insurer: PO Box 42087, SAN FRANCISCO, CA 94142-0807
- D. Telephone Number of Insurer: 416 - 567 - 7553

2) For vehicles owned by Contractor and used in performing work under this Contract:

- A. VIN (Vehicle Identification Number): J4MEJ6674WS00069
- B. Automobile Liability Insurance Policy Number: BA 8115372
- C. Name of Insurer (NOT Broker): GOLDEN EAGLE INSURANCE
- D. Address of Insurer: 525 B. STREET, SAN DIEGO, CA 92101
- E. Telephone Number of Insurer: 1-800-238-3085

3) Address of property used to house workers on this Contract, if any:

4) Estimated total number of workers to be employed on this Contract: _____

5) Estimated total wages to be paid those workers: _____

6) Dates (or schedule) when those wages will be paid: _____

(Describe schedule: For example, weekly or every other week or monthly)

7) Estimated total number of independent contractors to be used on this Contract: _____

(Attach a list of contractor's license numbers with the names, if known)

8) Taxpayer's Identification Number: 95-462 8149

APPENDIX "A"

Please Type or Print Clearly. Read instructions on reverse before completing this form.

SECTION I - BUSINESS INFORMATION

NAME OF BUSINESS OR GOVERNMENTAL ENTITY		SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)		CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE		If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)		
CITY, STATE, & ZIP CODE		NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

SECTION II - MULTIPLE BUSINESS LOCATIONS

LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

SECTION III - CERTIFICATION STATEMENT

I hereby certify that I qualify for a Use Tax Direct Payment Permit for the following reason: (Please check one of the following)

- I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Board for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.
- I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a Use Tax Direct Payment Permit.

The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.

SIGNATURE	TITLE
NAME (typed or printed)	DATE

USE TAX DIRECT PAYMENT PERMIT (General Information and Filing Instructions)

Revenue and Taxation Code Section 7051.3 authorizes the State Board of Equalization to issue a "Use Tax Direct Payment Permit" to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles the lease of which is subject to the terms of Section 7205.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to the Board instead of to the vendor or lessor from whom the property is purchased or leased.

Permit holders will be provided with a use tax direct payment exemption certificate which they can issue to retailers and lessors when they purchase tangible personal property subject to use tax or make qualified leases of tangible personal property. Vendors who timely take the certificate in good faith from a permit holder are relieved of the duty to collect use taxes on the sales for which the certificate was issued. Permit holders who acquire property under a certificate must self-assess and report the use taxes directly to the Board on their tax returns, and allocate the local taxes to the county, city, city and county, or redevelopment agency in which the property is first used. Permit holders who fail to properly pay any use taxes that are due on property for which a certificate was given are subject to interest and penalties assessments in addition to their tax liability.

To qualify for a use tax direct payment permit, an applicant must meet the following conditions:

- (1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and
- (2) The applicant must certify to the Board either of the following:
 - (A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or
 - (B) The applicant is a county, city, city and county, or redevelopment agency.

Persons wishing to obtain a use tax direct payment permit must be pre-qualified and either hold a California seller's permit or a consumer use tax account.

Persons other than governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under conditions of Part (2)(A) above, and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Persons other than governmental entities who are not required to hold a seller's permit and who do not currently hold a consumer use tax account must obtain a consumer use tax account and then complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(A) above and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

Governmental entities who do not hold a California seller's permit or a consumer use tax account must obtain a consumer use tax account and then complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

The completed use tax direct payment application, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a use tax direct payment permit and exemption certificate will be mailed to the applicant.

If you would like additional information regarding the use tax direct payment permit or need assistance in completing this application, you can call (916) 324-2883, or write to the Board of Equalization, Public Information and Administration Section, MIC-44, PO Box 842879, Sacramento, CA 94279-0044.

Use Tax Direct Payment Exemption Certificate

I hereby certify that I hold use tax direct payment permit No. _____ issued pursuant to California Sales and Use Tax Law Section 7051.3 and that I am authorized to report and pay directly to the State the applicable use tax with respect to the property described herein which I shall purchase from:

(Name of Vendor)

(Address of Vendor)

In the event that I fail to timely report and pay the applicable tax to the State, I understand and agree that in addition to the tax liability, I will be liable for applicable interest and the amount due may be subject to penalties.

Description of property to be purchased:

Purchaser: _____ Date certificate given: _____

Signature and Title of Purchaser or Authorized Agent: _____

IMPORTANT NOTICE TO VENDORS

This exemption certificate when timely taken in good faith from a person who holds a use tax direct payment permit relieves a vendor from the requirement to collect and remit USE TAX on sales or leases of tangible personal property (other than leases of motor vehicles subject to the terms of Section 7205.1 of the Sales and Use Tax Law) to the person who issued the certificate. It does NOT relieve a vendor of any SALES TAX obligations. Generally, this certificate should be accepted only by out-of-state vendors or by lessors of tangible personal property other than motor vehicle lessors. Sellers can claim a deduction on their sales and use tax returns for any sales made under this certificate.

Vendors must retain a completed copy of this certificate in their files for a period of not less than four years to substantiate the exempt status of sales made under its authority.

This Exemption Certificate has been approved by the California State Board of Equalization.

Approved By: _____
(Deputy Director, Sales and Use Tax Department)

Date: _____

Questions regarding this form should be directed to 800 400-7115, or write to the Board of Equalization, Audit Evaluation and Planning Section, MLC 40, P.O. Box 942879, Sacramento, Ca 94279-0040.

THIS FORM MAY BE REPRODUCED

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code §405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections¹ 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This includes the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting any outstanding tax liability.

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: Sales and Use Tax, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Deputy Director, Special Taxes Department, 450 N Street, MIC:31, Sacramento, CA 95814; Property Taxes, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814.

¹All references are to the California Revenue and Taxation Code unless otherwise indicated.

CALIFORNIA STATE BOARD OF EQUALIZATION
USE TAX DIRECT PAYMENT PERMIT



ACCOUNT NUMBER

DRAFT

THIS PERMIT DOES NOT AUTHORIZE THE HOLDER TO ENGAGE IN ANY BUSINESS CONTRARY TO LAWS REGULATING THAT BUSINESS OR TO POSSESS OR OPERATE ANY ILLEGAL DEVICE

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW SECTION 7051.3 TO SELF-ASSESS AND PAY USE TAX DIRECTLY TO THE STATE OF CALIFORNIA

THIS PERMIT IS NOT A SELLER'S PERMIT TO ENGAGE IN SALES OF TANGIBLE PERSONAL PROPERTY

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS, OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

BOE-442-OPLZ (1-98)

NOTICE TO INDIVIDUALS REGARDING
INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

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Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651; Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 34001-34481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40215; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45999; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651; Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751; Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381; Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161; Health & Safety Code, Sections 25290-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This information is used for the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting tax liability.

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Dept. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

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*All references are to the California Revenue and Taxation Code, unless otherwise indicated.

EXHIBIT D

(List of Contractors & Subcontractors)

PRIME CONTRACTOR

Pacific Housing Diversified, Inc.

Ali Ganji, Construction Manager

5939 Monterey Road

Los Angeles, CA 90042

Phone: (323)-254-3338 x204

Fax: (323) 254-3449

Email Address: ali@gotoadi.com

Contractor License Number: 736480

SUB-CONTRACTOR

Alen Builders Inc

Andik Aydenian, Manager

1807 W. Glenoaks Blvd., Suite 203

Glendale, CA 91201

Phone: (818) 955-9696

Fax: (818) 955-8289

Email Address: Alen Aydinian (Alen is his son) or
(sunaydin@aol.com)

Contractor License Number: 665485