

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

**BUILDING MATERIALS HOLDING
CORPORATION, et al.,**

Debtors.

Chapter 11

Case No.: 09-12074 (KJC)

Jointly Administered

Hearing Date: February 22, 2010 at 1:00 p.m. (ET)

Objection Deadline: February 12, 2010 at 4:00 p.m. (ET)

**MOTION OF PULTE HOME CORPORATION FOR RELIEF FROM
THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)**

Pulte Home Corporation ("Movant") hereby files this Motion for Relief from the Automatic Stay (the "Motion") pursuant to 11 U.S.C. § 362(d), seeking an order from this Court modifying the automatic stay to allow Movant to conclude state court proceedings involving HNR Framing Systems, Inc. (the "Debtor") and to collect on any judgment or award against Debtor from the proceeds of the applicable insurance policies. In support of the Motion, Movant respectfully states as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(G). Venue in this District is proper pursuant to 28 U.S.C. § 1409(a).

II. BACKGROUND

2. Movant is in the business of developing and building residential properties. Movant contracts with subcontractors such as Debtor to perform work and/or provide materials in the construction of the homes.

3. Movant and Debtor entered into a Contractor Master Agreement on or about

August 7, 2003, whereby Debtor agreed to perform rough carpentry framing work and to furnish materials to Movant in connection with the construction of homes on behalf of Movant. A true and correct copy of the Contractor Master Agreement is attached hereto as Exhibit A. In separate Contractor Project Agreements, entered into on or about September 18, 2003, and March 1, 2004, Debtor agreed to perform work and provide materials, in compliance with detailed specifications, for Movant's St. Austell and St. Croix communities, respectively. True and correct copies of both Contractor Project Agreements are attached hereto as Exhibit B and Exhibit C, respectively.

4. The Contractor Master Agreement included indemnity provisions by Debtor in favor of Movant. (*See* Ex. A, ¶ 26.)

5. The Contractor Master Agreement also included insurance provisions, requiring Debtor to carry and maintain certain specified insurance coverages, including commercial general liability coverage. (*See* Ex. A, ¶ 24.)

6. Debtor is a named insured under a commercial general liability policy of insurance issued by Lloyds of London (the "Underwriters"), Policy No. A4/7504/117, effective January 23, 2004 to July 23, 2005 (the "Policy"). The Policy contains liability limits of \$1,000,000 Per Occurrence, \$1,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate. Movant is a named additional insured on the Policy. A true and correct copy of the Policy certificate, in reference to both the St. Croix and St. Austell communities, is attached hereto as Exhibit D.

7. On June 16, 2009 (the "Petition Date"), Debtor commenced this bankruptcy case by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the

“Bankruptcy Code”).

8. On August 18, 2009, a group of plaintiff homeowners filed a Complaint (the “Complaint”) against Movant in the Superior Court of California, County of Riverside, styled, *Aquino, Juan & Paola, et al. v. Pulte Home Corporation*, RIC 534230 (the “State Court Action”), alleging construction defects at single family dwellings purchased from Movant in the St. Croix, St. Austell and St. Austell II communities located in Perris, California. The alleged defects include deficiencies in the work performed by Debtor. A true and correct copy of the Complaint is attached hereto as Exhibit E.

9. On October 23, 2009, Movant filed a Cross-Complaint (the “Cross-Complaint”) in the State Court Action against Debtor, among others, based upon the alleged construction defects caused by Debtor during its performance of work and/or providing of materials that were incorporated into the development, construction and/or sale of the subject homes. A true and correct copy of the Cross-Complaint is attached hereto as Exhibit F.

10. Movant seeks recovery from Debtor for indemnification and payment of the total amount of any judgment rendered against Movant based upon the Complaint, together with Movant’s attorneys’ fees, expenses and costs of suit incurred in defending the litigation. Additionally, Movant seeks recovery for any and all attorneys’ fees, experts’ fees, costs and discovery expenses incurred by Movant in its defense of the litigation and in its pursuit of the Cross-Complaint.

III. RELIEF REQUESTED

10. Movant seeks relief from the automatic stay pursuant to 11 U.S.C. § 362(d) “for cause” in order to proceed with the State Court Action to liquidate and/or settle its claims against

Debtor.

11. Movant seeks relief from the automatic stay at this time only to reduce its claims to settlement and/or judgment and to proceed to enforce the judgment against any applicable insurance coverage.

IV. GROUNDS FOR RELIEF

12. Section 362 of the Bankruptcy Code provides the authority for granting relief from the automatic stay in this case. The automatic stay set forth in Section 362(a) of the Bankruptcy Code is “not meant to be indefinite or absolute,” and this Court has the power to grant relief from the automatic stay under appropriate circumstances. *In re Rexene Prods. Co.*, 141 B.R. 574, 576 (Bankr. D. Del. 1992).

13. Section 362(d)(1) provides in relevant part that a bankruptcy court, on request of a party in interest and after notice and a hearing, “shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay – *for cause . . .*” 11 U.S.C. § 362(d)(1) (emphasis added). The term “cause,” however, is not defined in the Bankruptcy Code; rather, the existence of “cause” must be determined on a case-by-case basis. *In re Rexene*, 141 B.R. at 576. This Court has held that a single factor, such as “a desire to permit an action to proceed in another tribunal,” may establish sufficient cause for relief. *Id.* (internal quotations omitted).

14. This Court has traditionally employed a three-part balancing test in deciding whether sufficient cause exists to lift an automatic stay to allow parties to litigate their dispute in a non-bankruptcy forum, which considers: (1) whether any great prejudice to either the bankruptcy estate or debtor will result from allowing the civil suit to continue; (2) whether the

hardship to the movant by maintenance of the stay considerably outweighs the hardship to the debtor; and (3) whether it is probably that movant will prevail on the underlying merits. *Id.*; see also *Amer. Airlines, Inc. v. Continental Airlines, Inc.*, 152 B.R. 420, 424 (D. Del. 1993).

15. The foregoing balancing test weighs significantly in Movant's favor. First, neither the bankruptcy estate nor the Debtor will suffer prejudice as a result of Movant pursuing its claims in the State Court Action. Upon information and belief, Debtors maintained insurance coverage prior to the Petition Date which would be available to satisfy any judgment and/or settlement in the State Court Action for which Debtors are deemed liable.

16. Second, hardship to Movant by maintenance of the stay considerably outweighs any possible hardship to Debtor if the stay is lifted. Debtor will suffer no prejudice should the Motion be granted because Movant seeks only to enforce any award in the State Court Action against the Policy maintained by Debtor. On the other hand, Movant will be denied payment of its defense costs and the benefits of the indemnity provisions of the Contractor Master Agreement if it is unable to proceed with the State Court Action. Furthermore, Movant would incur a significant financial burden if it were forced to litigate its unliquidated claims in Delaware. Movant, its attorneys, the witnesses, and the relevant evidence are all located in California. Movant will further be prejudiced by the continued delay resulting from the bankruptcy stay due to, for example, memories of events becoming less clear and witnesses moving to unknown locations. As this Court has suggested, “[i]t will often be more appropriate to permit proceedings to continue in their place of origin.” *In re Rexene*, 141 B.R. at 576.

17. Finally, it is likely that Movant will prevail on the merits in the State Court Action. As stated above, the defects alleged in the State Court Action include deficiencies in the

work performed by Debtor on the subject properties. Moreover, Movant's entitlement to defense costs from Debtor pursuant to the indemnity provisions of the Contractor Master Agreement are clear. According to this Court, the showing of a creditor's likelihood of prevailing need only be "very slight." *Id.* at 578. That standard is more than met here.

18. Based on the foregoing facts, there is cause to lift the stay and grant the relief requested by Movant.

V. NOTICE

19. Copies of this motion and notice hereof has been served upon (i) counsel for Debtor, (ii) counsel for the United States Trustee, (iii) counsel for the creditors' committee, and (iv) all persons expected to make an appearance in the State Court Action. Movant submits that, pursuant to Local Rule 4001-1(a), no other or further notice need be provided.

WHEREFORE, for all of the above reasons, Movant respectfully requests that this Court enter an Order substantially in the form attached hereto (1) granting relief from the automatic stay pursuant to 11 U.S.C. § 362(d), permitting Movant to prosecute and/or settle the State Court Action and to liquidate its claims in that action against Debtor; (2) granting Movant the right to enforce any judgment obtained in the State Court Action against any applicable insurance coverage; and (3) granting such other relief as this Court deems just and proper.

Dated: January 11, 2010
Wilmington, Delaware

BIFFERATO GENTILOTTI LLC

/s/ Garvan F. McDaniel

Garvan F. McDaniel, Esq. (Del. I.D. 4167)
800 N. King Street, Plaza Level
Wilmington, DE 19801
Telephone: (302) 429-1900
Facsimile: (302) 429-8600

-and-

Robert A. Bellagamba, Esq. (Cal. Bar # 56537)
Clapp, Moroney, Bellagamba, Vucinich,
Beeman & Scheley
A Professional Corporation
6130 Stoneridge Mall Road, Suite 275
Pleasanton, CA 94588
Telephone: (925) 734-0990
Facsimile: (925) 734-0888

Attorneys for Movants

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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Case No.: 09-12074 (KJC)

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**NOTICE OF MOTION OF PULTE HOME CORPORATION FOR RELIEF
FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)**

TO:

Sean M. Beach, Esq.
Donald J. Bowman, Esq.
Young, Conaway, Stargatt & Taylor LLP
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, DE 19801
(Attorneys for Debtor)

Michael A. Rosenthal, Esq.
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166-0193
(Attorneys for Debtor)

United States Trustee
844 King Street, Room 2207
Lockbox #35
Wilmington, DE 19899

and to parties of Bradford J. Sandler, Esq.
Benesh, Friedlander, Coplan & Aranoff LLP
222 Delaware Avenue, Suite 801
Wilmington, DE 19801
(Attorneys for Official Committee of
Unsecured Creditors)

Christopher J. Giaimo, Jr., Esq.
Arent Fox, LLP
1050 Connecticut Avenue, NW
Washington, D.C. 20036-5339
(Attorneys for Official Committee of
Unsecured Creditors)

**AND TO PARTIES IN THE UNDERLYING
STATE COURT ACTION, AS INDICATED
IN CERTIFICATE OF SERVICE
ATTACHED HERETO**

The Movant has filed the attached Motion for Relief from Automatic Stay, which seeks the following:

Relief from the automatic stay to permit Pulte Home Corporation to proceed with a state court action currently pending in the Superior Court of California, County of Riverside to enforce a Contractor Master Agreement signed by the debtor, HNR Framing Systems, Inc. ("Debtor"), and to collect on any judgment or claim, contractual or otherwise, obtained against Debtor in

such action from proceeds of any applicable insurance coverage.

A HEARING ON THE MOTION WILL BE HELD On **February 22, 2010 at 1:00 p.m. (prevailing Eastern time)** before The Honorable Kevin J. Carey, Chief Judge at the United States Bankruptcy Court, 824 Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801

You are required to file a response (and the supporting documentation required by Local Rule 4001-1(d)) to the attached Motion no later than **February 12, 2010 at 4:00 p.m. (prevailing Eastern time)**.

At the same time, you must serve a copy of the response upon Movant's attorney:

Garvan F. McDaniel, Esq.
Bifferato Gentilotti LLC
800 N. King Street, Plaza Level
Wilmington, DE 19801
Telephone: (302) 429-1900
Facsimile: (302) 429-8600

Robert A. Bellagamba, Esq.
Clapp, Moroney, Bellagamba, Vucinich,
Beeman & Scheley
A Professional Corporation
6130 Stoneridge Mall Road, Suite 275
Pleasanton, CA 94588
Telephone: (925) 734-0990
Facsimile: (925) 734-0888

IF NO OBJECTION OR OTHER RESPONSE TO THE MOTION IS TIMELY FILED IN ACCORDANCE WITH THE PROCEDURES SET FORTH ABOVE, THE BANKRUPTCY COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: January 11, 2010
Wilmington, Delaware

BIFFERATO GENTILOTTI LLC

/s/ Garvan F. McDaniel
Garvan F. McDaniel, Esq. (Del. I.D. 4167)
800 N. King Street, Plaza Level
Wilmington, DE 19801
Telephone: (302) 429-1900
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Attorneys for Movants

EXHIBIT A



SOUTHERN CALIFORNIA CONTRACTOR MASTER AGREEMENT

Name of Contractor: HNR Framing Systems, Inc. Pulte Vendor No. 72815275
Agreement Date: _____ Trade(s): Rough Carpentry Framing Pulte Contract Number: 731815275-03
☒ Corporation ☐ Partnership ☐ Individual ☐ Sole Proprietorship ☐ Limited Liability Company
If Corporation, name(s) of principal officers; If partnership, sole proprietorship, individual or limited liability
Company, name(s) of partners, owners or members: Robert R. Thomas, President
Employer I.D. No. 33-0464929 Social Security No. _____
Contractor License No. 617393 Class B Sales Tax License No. n/a
Mailing Address 13465 Gregg Street City Poway State CA Zip 92064
Office Address 13465 Gregg Street City Poway State CA Zip 92064
E-mail Address mkujawa@hnrframing.com
Business Phone 858-486-2471 Facsimile 858-486-9744 Emergency Phone _____
Insurance Carrier (Worker's Comp.) State Fund Policy No. (Worker's Comp.) 040-02
Agent (Worker's Comp.) Pat Reilly, Westland Insurance Brokers
Insurance Carrier (Liability) Lexington Ins Co Policy No. (Liability) 1070295
Agent (Liability) Pat Reilly, Westland Insurance Brokers
Insurance Carrier (Automobile) Golden Eagle Ins Co Policy No. (Automobile) GBP 9521047
Agent (Automobile) Pat Reilly, Westland Insurance Brokers

EACH PARTY SIGNING THIS CONTRACTOR MASTER AGREEMENT HAS READ THE CONTRACTOR MASTER AGREEMENT AND THE ADDITIONAL PROVISIONS THAT FOLLOW, AND ACCEPTS AND AGREES TO BE BOUND THEREBY AS THOUGH SUCH PROVISIONS APPEARED OVER THEIR SIGNATURES.

PULTE HOMES, a Michigan corporation
Contractor's License Number 517593

Signed: _____
Name/Title: Christopher Kelly/ Purchasing Manager
Date 3.1.04

Signed: _____
Name/Title: Robert R. Thomas, President
Date 8-7-03

This Contractor Master Agreement ("Agreement") is made as the Agreement D (ive, between Pulte Home Corporation, a Michigan corporation (ulte"), and the above-described contractor ("Contractor").

This Agreement shall apply solely to work performed by Contractor for the Southern California Area of Pulte, unless otherwise agreed to by Pulte in writing, and then only such work and projects that are executed that incorporate this Agreement.

This Agreement is a master agreement and will be incorporated into the individual Contractor Project Agreements between Pulte and Contractor with respect to individual Projects (as defined in each applicable Contractor Project Agreement), to be signed on or after the Agreement Date, above. The terms of this Agreement are intended to govern the relationship of the parties with respect to each individual Contractor Project Agreement and each individual Project. This Agreement shall be incorporated by reference in all Contractor Project Agreements entered into between Pulte and Contractor at any time on or after the Agreement Date. Reference to this "Agreement" shall include all such Contractor Project Agreements entered into between Pulte and Contractor, such that this Agreement and each Project Contract Agreement shall be read as one and the same agreement. This Agreement shall remain in effect for any and all work completed by Contractor for Pulte on or after the Agreement Date, until such time as another Contractor Master Agreement is signed of a later date, which specifically states that such later Contractor Master Agreement supersedes this Agreement.

1. The Work.

- a) Contractor shall furnish at its own cost and expense all labor, materials, skills, equipment, scaffolding, taxes, fees, supplies, tools and services to perform the work described on the applicable Contractor Project Agreement, in accordance with the Construction Schedule to be provided by Pulte in accordance with the provisions of Paragraph 4 hereof. Contractor shall perform the work in a good and workmanlike manner, free of defects, in compliance with the applicable Contractor Project Agreement, all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, FHA and VA requirements and the Occupational Safety and Health Act (collectively, the "Laws"), and all manufacturers' installation instructions. Without limiting the generality of the foregoing, all construction work to be performed by Contractor shall meet or exceed the standards of the industry for residential construction in the geographic area involved.
- b) Items of work or materials omitted from the applicable Contractor Project Agreement that are clearly inferable from the information presented and which are called for by building codes or standard local building practice shall be provided and performed by Contractor and are included in the Contract Price set forth on the applicable Contractor Project Agreement. The description of work to be performed and materials to be furnished by Contractor by reference to a section or sections of the plans and specifications referred to in the applicable Contractor Project Agreement shall not be deemed to limit the obligations of Contractor to perform only such work or furnish only such materials described in such section(s), if work or materials coming within the general description of such section(s) is required by another section of the plans and specifications or other contract documents.
- c) Contractor represents and warrants that it has thoroughly examined or will thoroughly examine the applicable Contractor Project Agreement, the model homes corresponding to the applicable Contractor Project Agreement and the site of the work to be performed there under, and has ascertained or will ascertain the conditions to be encountered in the performance of its obligations. Contractor represents and warrants that it is entering into this Agreement solely in reliance upon its own information and investigations and not upon any statement or representation made by Pulte. Contractor has inspected or shall inspect the Project and the immediate area of Contractor's work prior to submitting bid proposal and before proceeding with the Contractor's work, and shall immediately notify Pulte in writing of any unacceptable conditions Contractor finds. Contractor shall verify that all work, storage and access areas and surfaces related to the Contractor's work are satisfactory. The commencement of the Contractor's work shall be deemed Contractor's acceptance of the job site and all access and storage areas.

- d) Contractor shall notify Pulte in writing of any discrepancy, error, conflict or omission discovered by Contractor in the applicable Contractor Project Agreement or the work of others, and continuation of the work subsequent to such discovery shall be at Contractor's risk and expense. Without limiting the generality of the foregoing, if a conflict arises between the terms of the applicable Contractor Project Agreement and the model homes to which they relate, Contractor shall immediately advise Pulte in writing of the nature of such conflict, and unless otherwise directed in writing by Pulte, the work as shown, described and performed in the model homes shall be controlling in the event of any such conflict.
 - e) All materials to be furnished by Contractor shall be new and the best of their respective kinds, except such materials as may be expressly required to the contrary in writing by Pulte.
 - f) Detailed take-offs, material specification & literature, quantities, unit costs, labor costs and hours shall be provided to Pulte within seven (7) days of written request by a representative of Pulte.
2. **Contract Price.** For the work to be performed by Contractor as described in the Contractor Project Agreement and the Contractor Project Agreement, Pulte shall pay to Contractor in accordance with the price schedule and payment terms set forth in Contractor Project Agreement. Pulte shall pay Contractor in accordance with the price schedule and payment terms set forth on the applicable Contractor Project Agreement (the "Contract Price"), subject to the terms and conditions set forth in this Agreement. The Contract Price shall not be subject to change due to changes in the cost of labor, materials or equipment or changes in transportation or storage costs or otherwise unless agreed to in writing by the parties hereto. Any request for alteration of a Contract Price shall be done in writing to the attention of Pulte's Purchasing Manager. Pulte may then solicit other bids for the work, and will have 45 days to amend the Contract Price or terminate the applicable Contractor Project Agreement. Contractor is solely responsible for Contract Price amendment requests and agrees that payment terms shall not be amended without 45 days written notice as outlined. No changes in the Contract Price will be considered without written back-up from Contractor detailing the request, including, but not limited to new quantities, unit or labor costs adjustments, material supplier increase, etc. If Pulte agrees in writing to amendments to a Contract Price, such amendments shall be set forth in an amended Contractor Project Agreement for the applicable Project, which shall be applicable only to Construction Schedules issued after the effective date of the amendment to the Contract Price. The original Contract Price shall be applicable to all work previously performed and shall remain applicable to all Construction Schedules issued prior to the effective date of such amendment to the Contract Price.
3. **Payment of Contract Price.**
- a) Unless otherwise set forth on the Contractor Project Agreement, no portion of the Contract Price shall be due until (i) Contractor's work has received and passed all governmental inspections; (ii) Contractor has delivered to Pulte a full and complete release of all liens for material, labor and other services furnished in connection with the work as required in paragraph 3(b); (iii) Contractor's work is acceptable to Pulte and the project construction lender, if any; (iv) Pulte and Contractor mutually agree upon the percentage of work completed or stage of completion of the work for the month prior to billing; (v) the payment request, invoices and supporting documents are submitted by Contractor in accordance with the provisions of the applicable Contractor Project Agreement (vi) Contractor is in compliance with the all insurance requirements set forth in paragraph 24; and (vii) any defective work has been corrected by Contractor in accordance with the provisions of this Agreement. Once the foregoing conditions have been met, Pulte shall pay Contractor in accordance with the terms of applicable Contractor Project Agreement, subject to the other provisions of this Agreement.

- b) As a condition precedent to any obligation of Pulte to make payments to Contractor under this Agreement, Contractor shall furnish written evidence satisfactory to Pulte that all claims or demands of Contractor and its agents, employees, and any other person or entity furnishing labor, services, materials, equipment, tools, supplies or employee benefits (collectively, "Subcontractors" and individually, "Subcontractor"), have been paid and, if required by Pulte, an affidavit that so far as Contractor is able to ascertain, no person or entity has a right to any lien for materials, labor, supplies, equipment, tools or other services in connection with the work to be provided by Contractor. Such written evidence, including but not limited to lien releases, waivers and affidavits shall be furnished upon such forms and in such manner as may be requested by Pulte and all statements made by Contractor relative thereto shall be made under penalty of perjury. All requests for payment will comply with the following procedures as a condition of Pulte's payment:
- i) Each of Contractor's request for payment shall be accompanied by a Conditional Waiver and Release upon Progress Payment (in the form provided by Pulte in conformance with California Civil Code §3262(d)) or a Conditional Waiver And Release Upon Final Payment (in the form provided by Pulte in conformance with California Civil Code §3262(d)) (collectively "Conditional Waivers") or an Unconditional Waiver and Release upon Progress Payment (in the form provided by Pulte in conformance with California Civil Code §3262(d)) or an Unconditional Waiver and Release upon Final Payment (in the form provided by Pulte in conformance with California Civil Code §3262(d)) (collectively "Unconditional Waivers"), executed by a duly authorized employee or officer of each Subcontractor who has furnished services, labor or material for the Project on or before the effective date of Contractor's request for payment. As a condition precedent to Pulte's obligation to make any subsequent payment to Contractor, Contractor shall accompany any subsequent request for payment with an Unconditional Waiver executed by a duly authorized employee or officer of each Subcontractor for at least the amount shown on the previously signed a Conditional Waiver, through at least the date of the previous Conditional Waiver. If any such Waivers indicate that there is an amount for a disputed claim for additional work, Pulte may withhold such amount until Pulte receives proof satisfactory to Pulte that such disputed claim has been settled.
 - ii) Contractor's request for final payment shall be accompanied by an Unconditional Waiver and Release upon Final Payment, with "\$0.00" inserted in the space for the provision therein for disputed claims for extra work, executed by a duly authorized employee or officer of each Subcontractor who has furnished services, labor or material for the Project, and a Conditional Waiver And Release Upon Final Payment (in the form provided by Pulte in conformance with California Civil Code §3262(d)) executed by Contractor.
- c) Contractor will pay when due, all claims for labor and/or materials furnished to the Project at Contractor's request and any fringe benefit trust fund, pursuant to any collective bargaining agreement to which Contractor may be bound, and to prevent the filing of any mechanics' lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens or Levies") involving the Project or Contractor. Contractor agrees within five (5) days after written notice, to take whatever action necessary to terminate the effect of any Liens or Levies, including, but not limited to, filing or recording a release bond. Contractor may litigate any Liens or Levies, provided Contractor causes the effect thereof to be removed from the Project, or any other of Pulte's property or operations, by the proper means, including, but not limited to, Contractor's filing of a surety bond as Pulte may deem necessary.
- d) Failure to comply with the requirements of this Article within a period of five (5) days after written notice from Pulte of any Liens or Levies shall place Contractor in default and entitle Pulte to terminate the Contractor Project Agreement upon written notice. If Contractor fails to do so, Pulte is authorized to use whatever means it may deem best to cause the Liens or Levies, together with their effect upon the title of the Project, removed, discharged, compromised, or dismissed, and the costs thereof, together with reasonable attorney's fees, shall become immediately due and payable by Contractor to Pulte.
- e) If Pulte receives any notice of any Liens or Levies that affect Contractor, Pulte may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that Pulte has reasonable evidence that such Liens or Levies have been discharged.

- f) If Contractor fails to pay: charge when due, any bills or obligations of kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of the Contractor Project Agreement, whether or not Liens or Levies have been or may be filed with respect thereto, which bills or obligations in the opinion of Pulte are proper, Pulte, at Pulte's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account. Contractor hereby expressly waives any right of redress or recovery against Pulte by reason of any act or omission of Pulte in paying such bills or obligations.
- g) Contractor shall pay to Pulte upon demand all amounts that Pulte may pay in connection with the discharge and release of any such lien or claim therefor, including but not limited to all Litigation Costs (as hereafter defined in paragraph 7(b) below).
- h) No payment or advance made to Contractor pursuant to the Contractor Project Agreement shall be construed as evidence of acceptance of any such work or compliance by Contractor with the terms of the Contractor Project Agreement and shall not be construed as a waiver by Pulte as to work later found to be defective or incomplete and shall not release the Contractor from its obligations to correct defective or incomplete work. When in the sole opinion of Pulte it is advisable: (i) payments to Contractor may be made by checks payable jointly to Contractor and its Subcontractors, suppliers or any of them; or (ii) payments (including but not limited to Contractor's payroll obligations) may be made directly to one or more of the Subcontractors. Any amounts so paid shall be deducted from the amounts owed to Contractor under this Agreement. Acceptance of the last payment with respect to work performed on a particular completed building shall constitute a waiver of all claims by Contractor as to that building and the lot upon which it is constructed.
- i) Unless otherwise set forth on the applicable Contractor Project Agreement, Pulte may, at its sole and absolute discretion, at any time during the term of this Agreement, elect to retain funds sufficient to equal as much as ten (10) percent of the total payments made under the Contractor Project Agreement (the "Retention"). Pulte shall pay Contractor the Retention within 45 days after the later of the following: (i) the date of issuance of any certificate of occupancy covering the work, by the public agency issuing the building permit; (ii) the date of completion indicated on a valid notice of completion recorded pursuant to California Civil Code Section 3086; or (iii) the date of completion has defined in California Civil Code Section 3093. If there is a dispute between Pulte and Contractor, Pulte may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.
- j) Pulte may deduct from any amounts due or to become due to Contractor under the Contractor Project Agreement any amount owing from Contractor to Pulte, whether or not arising under the terms of the Contractor Project Agreement and whether or not then due. Should Contractor breach any term or condition of this Agreement or any other agreement with Pulte or should any person or entity assert any claim or lien against Pulte, any property owned by Pulte or any surety of Pulte resulting from the actions or inactions of Contractor or any Subcontractor, or should any person or entity assert any claim or lien against amounts owed to Contractor by Pulte under the Contractor Project Agreement, then in any such event Pulte may withhold from any amounts due or to become due Contractor under this Agreement such amounts as Pulte in its sole discretion shall deem necessary to protect Pulte from any loss, damage, expense or claim therefrom, including but not limited to litigation costs.

4. Schedule of Construction.

From time to time Pulte shall issue electronic Construction Schedules identifying the work to be performed at each specific lot. Such construction schedules shall be published from time to time on Pulte's internet website at <http://eSchedule.Pulte.com> or <http://Construction.Pulte.com>. Contractor acknowledges and agrees that Contractor has internet access and will check the construction schedules published on Pulte's website on a daily basis. Upon approval as a new vendor, Contractor shall be issued a User ID and Password to access the website.

- a) Contractor shall have no authority to commence work at any lot until Contractor has received a Construction Schedule for a specific lot or prints a Construction Schedule from Pulte's website for a specific lot.

- b) Upon issuance of a Construction Schedule, Contractor shall immediately order all the materials, supplies, equipment and other items, which are required for Contractor's full performance of its obligations pursuant to the Contractor Project Agreement. Contractor shall identify to Pulte in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract for necessary materials, labor, supplies, equipment and other items which may be required by Contractor to fully perform its obligations hereunder.
- c) Contractor shall perform all work in accordance with the terms and conditions set forth in each Construction Schedule to be provided by Pulte. It shall be the responsibility of Contractor to obtain a Construction Schedule before beginning any work. All Construction Schedules shall be set by Pulte and are non-negotiable; however, Pulte may amend such Construction Schedules from time to time by giving Contractor written notice. Adherence by Contractor to Construction Schedules is critical in order for Pulte to schedule and coordinate the work of others and to comply with contractual commitments. Pulte shall have the right to decide the time and order in which various portions of the work are to be done, the priority of the work of others and all matters concerning the timely and orderly conduct of the work of Contractor. Contractor shall coordinate its work with Pulte and other contractors and subcontractors of Pulte so that there will be no delay or interference with the work being performed by Pulte and its contractors and subcontractors.
- d) Pulte shall have no liability to Contractor if any other laborer, supplier, subcontractor or contractor fails to comply with its respective progress schedule thereby delaying the progress of the work of Contractor. Contractor expressly agrees not to make, and hereby waives, any claim for damages against Pulte caused by any delay for any cause whatsoever, even those delays caused by Pulte or those delays for which Pulte may otherwise be liable.
- e) Contractor shall give Pulte written notice immediately upon learning of any shortage or insufficiency of materials, labor, supplies, equipment and other items necessary for Contractor to complete its work; however, the giving of such notice shall not excuse Contractor from its obligation to comply with applicable Construction Schedules and Contractor's failure to comply with applicable Construction Schedules shall constitute a material breach of the Contractor Project Agreement. If Contractor fails to timely furnish the necessary labor, materials, supplies, equipment and other items necessary for Contractor to complete the work in accordance with applicable Construction Schedules, then Contractor shall increase its forces or work such overtime or expedite the delivery of materials as may be required, at Contractor's expense, to bring its work into compliance with applicable Construction Schedules.
- f) If Contractor should neglect to prosecute Contractor's Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure continue for twenty-four (24) hours after written notice to Contractor, then such failure shall constitute a breach of contract by Contractor. Such breach shall entitle Pulte to terminate the Contractor Project Agreement upon written notice to Contractor, and/or to cause the Work to be completed by others for Contractor's account, by others selected by Pulte without the necessity of calling for bids or being the lowest price. Contractor agrees to pay immediately all costs and damages sustained by Pulte because of such breach of contract, which may be deducted from the Contract Price. Any material and equipment of Contractor on the Project and/or at Contractor's plant may, at the option of Pulte, be used or rejected by Pulte in the completion of the Work. If there is an emergency affecting the safety of persons or property, Pulte may proceed as above and have the work performed by others for Contractor's account without notice. Pulte's exercise of Pulte's rights under this subsection shall be considered neither as an election of remedies nor a waiver of any of Pulte's rights.

5. Term.

- a) This Agreement shall be effective as of the Commencement Date first written above and shall remain in effect until amended, in writing, by both Pulte and contractor or until Pulte gives notice of termination per Section 7.
- b) Pulte at its sole option may terminate this Agreement at any time and for any reason or no reason, by giving Contractor written notice, and should such termination be made other than for Contractor's failure to perform or Contractor's breach of the Contractor Project Agreement as provided in paragraph 7, hereof, Pulte shall pay Contractor the cost of work actually completed by Contractor in its performance of the Contractor Project Agreement, or other costs actually incurred by Contractor in its anticipated performance of this Agreement, plus fifteen (15) percent of such amount as and for Contractor's overhead and profit, less all sums paid Contractor prior thereto pursuant to the terms of the Contractor Project Agreement, and any deductions from the Contract Price made by Pulte in accordance herewith, provided, however, the total amount to be received by Contractor pursuant to this Agreement shall not in the aggregate exceed the Contract Price. As a condition precedent to Contractor's right to receive payment pursuant to this paragraph, Contractor shall, upon request therefor by Pulte, provide written evidence satisfactory to Pulte, including but not limited to canceled checks, paid invoices, and such other documentation as Pulte may require, substantiating Contractor's claim to such incurred costs. Payment pursuant to this paragraph shall be subject to all the terms and conditions of, and procedures for, payment as set forth herein.

6. Correction of Work.

- a) Contractor shall promptly correct all work which Pulte, in its sole discretion, deems to be defective or as failing to conform to provisions of this Agreement observed before completion of Contractor's work and Contractor shall bear all costs of correcting such rejected work without any increase in the Contract Price.
- b) The parties acknowledge that the State of California has enacted California Civil Code Section 895 et seq., as the same may be amended ("Right to Repair Act"). In addition to all other expressed or implied warranties, Contractor warrants that all Contractor's work shall conform to the Construction Documents, the standards set forth in the Right to Repair Act to the extent they apply to the Contractor's work, and all samples or other descriptions furnished or adopted by Pulte.
- c) Contractor agrees to perform Contractor's work in conformance with the standards set forth in the Right to Repair Act. Contractor further agrees to cooperate with Pulte in connection with any matters relating to the Right to Repair Act, including, without limitation, at Pulte's request, (i) providing copies of all applicable documents described in Section 912 of the Right to Repair Act, (ii) participating in the non-adversarial procedures set forth in Sections 910 through 938 of the Right to Repair Act ("Non-adversarial Procedures") and, (iii) making timely repairs to your work as requested by Pulte and required by Section 921 of the Right to Repair Act. If Contractor fails or refused to participate in any Non-adversarial Procedures, Pulte will have the right to correct any defective work, and Contractor shall, upon demand, immediately reimburse Pulte the full cost of such corrective work, plus a sum of 15% in excess of the actual cost of the corrective work for Pulte's overhead and administrative costs. If the owner of any Lot or Unit within the Project or the homeowners association for the Project elects to have any defective work repaired by a contractor other than Contractor pursuant to the Right to Repair Act, then Contractor shall, upon demand, immediately reimburse General Contractor the full cost of such corrective work, plus a sum of 15% in excess of the actual cost of the corrective work for Pulte's overhead and administrative costs.
- d) Should the performance of any of Contractor's work depend upon the proper performance of work by Pulte or any other contractor or subcontractor of Pulte whose work precedes that of Contractor, commencement of any work to be performed by Contractor pursuant to this Agreement constitutes an agreement and affirmation by Contractor that the work which preceded Contractor's work has been done in a proper fashion and manner and if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's work to be revised or replaced, it shall be done by Contractor at its expense, without any increase in the Contract Price.

- e) Contractor warrants and guarantees that all work, materials and labor furnished by it or its Subcontractors under this Agreement shall be in conformity with the terms of this Agreement and free from faults or defects for the later of (2) two years from the date that Pulte conveys to a purchaser title to the real property upon which the work was performed or (ii) any longer time that Pulte may be held responsible for such work, labor and materials pursuant to any express, implied or other warranty afforded by law to purchasers of residential real property in the State of California, or (iii) the time period during which the Contractors State License Board of California has jurisdiction over Pulte for the work, labor and materials furnished. Contractor warrants that it shall promptly correct all such defective and non-conforming work at its expense within forty-eight hours after notice to do so, or within eight hours after notice in the event of any Emergency. Pulte, in its sole and absolute discretion, shall determine whether an Emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property or which make the real property not habitable comfortably. Repairs shall be made in a diligent first-class manner with as little inconvenience as possible to Pulte and any owner of the real property. Contractor shall clean up thoroughly after repairs are completed. Repairs shall not be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Pulte (or at Pulte's direction, the owner of the real property) for any damages to the real property, for any damages to the personal property located on the real property and for any reasonable expenses incurred as a result of the inconvenience or loss of use and enjoyment of the real property which is caused by the defect, non-conformity or the repairs. Contractor shall indemnify, hold harmless and defend Pulte for, from and against all claims for damages or personal injury resulting from any such defect, non-conformity or repair. The obligations of Contractor under this subparagraph shall survive expiration or termination of this Agreement.
- f) After the expiration of the warranty period set forth above and any applicable statutory limitation period, Pulte, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any work and materials furnished by Contractor pursuant to the Contractor Project Agreement, and Contractor shall use commercially reasonable efforts to perform such work. If Contractor performs any such repair work after the expiration of the warranty period and any applicable statutory limitation period, and provided such repair work is not covered by any special warranty under the Construction Documents or by California law (including the Right to Repair Act), General Contractor shall compensate Subcontractor for such work at market rates.
- g) Contractor hereby assigns to Pulte any and all warranties, guarantees and other materials, whether written, oral, express, implied or statutory, which Contractor now has or hereafter receives from any Subcontractor supplying materials, labor, services, goods, appliances or equipment to Contractor in connection with Contractor's work and the right to recovery from any and all such persons and entities for any breach by them of their respective warranties, guarantees, contracts or other obligations. All such written warranties, guarantees and materials shall be delivered to Pulte when the work is completed or the Contractor Project Agreement is terminated, whichever first occurs.
- h) All warranties and guarantees pursuant to this Paragraph 6 are in addition to any special warranty contained in the Construction Documents or available under applicable California law. Further, all such guarantees and warranties shall inure to the benefit of Pulte, its successors and assigns, the third-party purchasers of the Lots or Units, and the homeowners association for the project, if any. The obligations under this Paragraph 6 shall survive both final payment for the Contractor's work and termination of the Agreement. Any failure to correct defects pursuant to this Paragraph 6 shall constitute a breach of this Agreement. Contractor shall insert terms of this Paragraph 6 in all subcontracts and/or agreements executed in connection with the services to be performed under the Construction Documents and shall pass such provision to its subcontractors. Nothing in this Paragraph 6 shall limit the liability or responsibility which Contractor may have as provided in law or in equity.
- i) The provisions of Paragraph 6 and its subparagraphs shall survive the termination of this Agreement.

7. Default and Remedies.

- a) Should Contractor fail to perform in accordance with any term of this Agreement or otherwise be in breach hereunder, Pulte may give notice of such breach to Contractor, identifying the failure of performance or breach of this Agreement. Such failure of performance or breach by Contractor shall give Pulte the option of:

i) Without terminating this Agreement or the obligations of Contractor hereunder as to all of the work required to be performed or furnished by Contractor pursuant to this Agreement, requiring Contractor, at Contractor's expense, to cure such defaults as may exist in the performance of Contractor's obligations hereunder, within forty-eight hours after such notification (or within eight hours after such notification in the event of an Emergency), including but not limited to repairing, replacing and correcting material or work determined by Pulte to be defective or not complying with the requirements of this Agreement. Failure of Pulte to give notice to Contractor as herein provided shall not alter, diminish or restrict any of Contractor's obligations or any of Pulte's rights as set forth in this Agreement. Should Contractor fail to timely repair, replace and correct non-complying or defective materials and workmanship or otherwise cure its defaults hereunder, without further notice, Pulte may make required repairs, replacements and other corrections or otherwise remedy the default by Contractor in which event Contractor shall reimburse Pulte upon demand for Pulte's Costs. As used in this Agreement, the phrase "Pulte's Costs" shall mean the actual cost to Pulte for all labor, materials, service, equipment and other items provided or paid for by Pulte or its designee(s) plus twenty percent of such cost for overhead and profit.

ii) Without terminating this Agreement or the obligations of Contractor hereunder as to all of the work required to be performed or furnished by Contractor pursuant to this Agreement, performing such portion of the Contractor's work required hereunder or furnishing any materials or other items required hereunder as Pulte in its sole discretion may deem necessary to avoid delay in the progress of the work, and in connection therewith, Pulte may perform such work or any portion thereof itself or have the same performed by others and Pulte may procure all necessary materials, equipment or other items required for the continued progress of such work. Pulte's Costs for such work or materials, equipment or other items shall be deducted from the Contract Price and if Pulte's Costs of such work or materials or other items of any nature exceeds or may reasonably be anticipated by Pulte to exceed the balance of the Contract Price payable to Contractor for such work, such excess, or anticipated excess, shall be immediately due and owing from Contractor to Pulte and may be withheld from any funds due to Contractor under this Agreement or any other agreement.

iii) Terminating this Agreement, with the further option granted to Pulte of itself completing the work required to be performed by Contractor or any portion thereof, or having such work in whole or in part completed by others, and in each instance Pulte shall be entitled to recover all damages suffered by Pulte.

- b) Contractor shall be liable for all damages suffered by Pulte by reason of Contractor's default in any provision of this Agreement, and the exercise by Pulte of its option to terminate this Agreement shall not release Contractor of such liability. Contractor shall have no right to receive any further payment after default by it of any term of this Agreement until such time as the work to be performed by it pursuant hereto has been completed and accepted by Pulte and damages suffered by Pulte, if any, ascertained. As used in this Agreement, the phrase "damages suffered by Pulte" shall include by way of illustration, but not of exclusion, Pulte's Costs of completing Contractor's work which exceed the Contract Price, interest charged by any construction lender during delays caused by Contractor, other general, liquidated or special damages, and Litigation Costs. As used in this Agreement the phrase "Litigation Costs" shall include, but not be limited to, attorneys' fees, expert witness fees or professional opinion fees, costs of tests or analyses and all costs of suit, taxable and non-taxable, including, but not limited to, costs of deposition and trial transcript copies.

- c) Should Pulte exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement in the event of a failure of performance or breach by Contractor, Pulte at its sole election may, but shall not be obligated so to do, (i) use any materials, supplies, tools or equipment on the construction site which belong to Contractor to complete the work required to be completed by Contractor, whether such work is completed by Pulte or by others, and Contractor agrees that it shall not remove such materials, supplies, tools and equipment from the construction site unless directed in writing by Pulte so to do; (ii) eject Contractor from the construction site; (iii) enforce any or all of the contracts which Contractor has with its Subcontractors, however, in exercising such right, Pulte shall only be acting as the authorized agent of Contractor and Pulte shall not incur any independent obligation in connection therewith.
 - d) The options and rights granted to Pulte herein shall not be deemed as limitations upon the other rights and remedies of Pulte in the event of a failure of performance or breach by Contractor, and Pulte shall be entitled to exercise the rights and remedies hereinabove specified and all other rights and remedies which may be provided in this Agreement or by law or in equity, either cumulatively or consecutively, and in such order as Pulte in its sole discretion shall determine.
 - e) Without in any way limiting the generality or materiality of the other provisions of this Agreement, Contractor shall be deemed in breach of this Agreement if (i) Contractor is adjudicated as bankrupt, files a petition for reorganization or arrangement under any laws relating to bankruptcy, commits an act of insolvency or makes an assignment for the benefit of creditors, or (ii) Contractor is listed by the administrative office of an applicable employee fringe benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred. In the event of any breach under subsection (ii), Pulte may, in its sole discretion, pay any delinquency owed by Contractor to any applicable employee fringe benefit trust, and any such payments made on Contractor's behalf shall be deducted from the next monies due or to become due to Contractor pursuant to this Agreement.
8. **Assignment.** Contractor shall not assign or transfer this Agreement, or any part thereof, or make an assignment or transfer of any monies payable to Contractor pursuant to this Agreement, without the prior written consent of Pulte, and any attempted assignment or transfer of this Agreement, or of monies payable to Contractor pursuant to this Agreement, shall constitute a material breach of this Agreement.
9. **Notices.**
- a) Any notice to be given to Contractor by Pulte under this Agreement may, at Pulte's option, be given by personal notice to Contractor's representative, superintendent, foreman or other person in charge of construction for Contractor on the construction site; or written, electronic mail, facsimile transmission or telegraphic notice to Contractor at its address set forth above. Notice shall be deemed given to Contractor upon notification to Contractor's representative, superintendent, foreman or other person in charge of construction at the construction site, or deposit of such notice in the United States mail, first class, postage prepaid, or upon transmission by electronic mail or facsimile of such notice, or upon notification to the telegraphic company of such notice, whichever is applicable.
 - b) Any notice to be given to Pulte by Contractor under this Agreement shall be given by certified mail, postage prepaid, return receipt requested addressed to Pulte at its address set forth above, which notice shall be deemed given only upon actual receipt thereof by Pulte.
 - c) Any party hereto may change its address by written notice to the other party, notifying the other party of its change of address, which notice shall not be effective until actually received by the other party.


 PULTE
 Date Revised: 5/16/2003

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 CONTRACTOR
 Date Printed: 5/30/2003

PUL-AQ 00009521

10. **Protection of Work.** Contractor shall protect materials supplied to it from source and the work to be performed by it pursuant to the Contractor Project Agreement and shall at all times be responsible for the good condition thereof until final completion of all work to be performed by Pulte and its contractors and subcontractors. Contractor shall be responsible for any defect in the work or damages to materials caused by or resulting from its failure to adequately and properly protect such work or materials. Contractor assumes all responsibility and expense for materials, supplies, tools or equipment lost, damaged or stolen at the construction site. Contractor shall protect all property adjacent to that upon which it is performing work and the property, work and materials of other contractors and subcontractors from injury arising out of Contractor's work. In no event shall Pulte be responsible for loss or damage to the work or materials belonging to, supplied to, or under the control of Contractor unless such loss or damage is the direct result of the wrongful and intentional acts of Pulte, and Contractor shall hold harmless and indemnify Pulte from any such claims. Contractor acknowledges and agrees that Pulte owes no duty to protect Contractor's work, material or equipment, and if Pulte uses the services of any security guard that such services are for Pulte's exclusive benefit and that Contractor shall not rely upon such services.
11. **Cleanup.** Contractor shall at all times keep the construction site free from accumulation of waste material, dirt, mud, scrap, trash and rubbish. Waste material, scrap, trash and rubbish shall be removed from the subdivision or deposited in such locations as Pulte may from time to time designate. Upon completion of Contractor's work, Contractor shall promptly remove all rubbish, trash, scrap, surplus materials, tools, scaffolding and equipment from the construction site, and the construction site and adjacent areas thereto shall be left "broom clean", or its equivalent. In the event of a dispute as to the responsibility for removal of rubbish, trash, scrap, surplus material, tools, scaffolding and equipment from the construction site between Contractor, Pulte and/or any other contractor or subcontractor of Pulte, Pulte may remove any rubbish, surplus material, tools, scaffolding and equipment in dispute and allocate the cost thereof to those believed to be responsible therefore, and Pulte's allocation shall be binding upon Contractor. Contractor shall be liable to Pulte for all damages resulting from Contractor's failure to comply with the terms of this paragraph. Contractor shall move all excess usable materials provided to Pulte by Contractor in accordance with instructions issued by Pulte.
12. **Royalties.** Contractor shall pay all royalties and license fees applicable to materials, equipment, forms and methods used by Contractor in the performance of this Agreement; and Contractor shall indemnify, defend and hold Pulte harmless for, from and against all suits or claims for infringement of patent rights involved or otherwise related to the work of Contractor pursuant to the terms of this Agreement.
13. **Use of Pulte's Equipment.** Should Contractor use Pulte's equipment or facilities, Contractor shall reimburse Pulte at a pre-determined rate prior to use thereof Contractor shall indemnify, defend and hold harmless Pulte for, from and against all claims of every nature arising from the use thereof, including by way of illustration but not of exclusion, injury to Contractor's employees or property, or employees or property of others.
14. **Independent Contractor.** At all times in the performance of this Agreement, Contractor is acting as an independent contractor and shall be solely responsible for the employment, acts, omission, control and direction of its employees and Subcontractors. Nothing contained in this Agreement shall authorize or empower Contractor to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of, or in the name of Pulte, or to bind Pulte in any manner, or make any representation, warranty or commitment on behalf of Pulte.
15. **Bonding.** Pulte may, where it deems such necessary, require Contractor to submit bonds covering the faithful performance by Contractor of this Agreement and the payment of all obligations arising hereunder, in such form and with such surety or sureties as are satisfactory to Pulte. Failure to obtain such bonds within seven (7) days when requested to do so by Pulte shall constitute a breach of this Agreement and shall entitle Pulte to terminate this Agreement upon notice to Contractor.

16. **On Site Superintendent.** At all times when its work is in progress, Contractor shall have a competent superintendent or foreman; readily available on the construction site as required by Pulte; as Contractor's representative who shall be authorized by Contractor to receive instructions from Pulte, to make such decisions as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor, and who shall be authorized to represent Contractor as to all phases of construction being performed by Contractor pursuant to the terms of this Agreement. Prior to the commencement of work by Contractor pursuant to the Contractor Project Agreement, Contractor shall notify Pulte of the identity of Contractor's representative on the construction site, and in the event of any replacement by Contractor of such representative, Contractor shall notify Pulte of the identity of such replacement prior to such replacement becoming effective upon Pulte.

17. Contractor's Employees and Subcontractors.

- a) In the performance of the Contractor Project Agreement or any Contractor Project Agreement, Contractor shall not employ any person not skilled in work assigned to such person. Any Subcontractor of Contractor or employee who is adjudged by Pulte to be incompetent, disorderly, unreliable or otherwise unsatisfactory shall immediately be removed and/or replaced from performing any work for or supplying materials to Contractor on the construction site upon notice from Pulte.
- b) Contractor shall comply fully with all applicable federal, state or local legislation relating to employment. In connection with performance of the Work Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin or disability. This agreement applies to, but is not limited to, the following activities of Contractor relating to the Work: employment, promotion, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of persons for training, including apprenticeships.
- c) Contractor shall post, in places available to all employees and applicants for employment, notices for employees that all qualified applicants will receive equal consideration for employment without regard to race, color, sex, age, national origin or disability.

18. **Inspection by Pulte.** Contractor shall furnish to Pulte (i) ample facilities at all times for inspecting materials at the construction site, at the shop, or at any other place where materials to be furnished by Contractor pursuant to the Contractor Project Agreement may be in the course of preparation, and (ii) as often as requested by Pulte, full reports of the progress of work in such detail as may be required by Pulte, including any plans, drawings or diagrams in course of preparation, process, fabrication, manufacture or treatment.

19. **Changes.** Contractor shall make no changes in the work to be performed by it under any Contractor Project Agreement, including but not limited to additions, deletions or substitutions, nor shall Contractor perform any extra work, without the prior written consent of Pulte, it being understood that Contractor shall receive no sums in addition to the Contract Price without first obtaining such prior written consent of Pulte. This Agreement may only be modified in writing and may not be modified by the conduct of any party hereto; provided, however, that Pulte's rights to eliminate portions of the work or to initiate change orders shall not be limited in any way. All such authorization for changes in work required to be performed by Contractor under the Contractor Project Agreement, including performance of extra work in addition to that required hereunder, shall be upon such written forms as shall be provided by Pulte. Should Pulte so request, Contractor shall perform such extra work so long as Pulte agrees in writing to pay Contractor the cost of such extra work, together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such extra work shall constitute a material breach of the Contractor Project Agreement by Contractor, it being understood that any dispute concerning the performance of such extra work or the amount to be paid Contractor by Pulte shall not affect Contractor's obligation to perform such extra work.

20. **Other Agreements.** During performance of this Agreement, Contractor shall not be under contract with Pulte for work at other Pulte projects or subdivisions. A breach in the performance of any of Contractor's obligations under the Contractor Project Agreement shall constitute a breach of Contractor's obligations under any other agreement(s) with Pulte and breach by Contractor under any other agreement(s) with Pulte shall also constitute a breach of Contractor's obligations under this Agreement. Pulte may offset any amounts owed by Contractor under any such other agreement from any amounts owed to Contractor under this Agreement.
21. **Taxes.** Unless Contractor is supplied with the sales (privilege) tax license number of Pulte and is directed not to pay such taxes, Contractor shall pay all transaction, privilege, sales, use and similar taxes imposed by local, state or federal Laws applicable to the labor, materials and services supplied by Contractor and all Subcontractors. Contractor shall be solely responsible for the payment of local, state and federal income taxes, withholding requirements, self-employment taxes, social security taxes and other taxes and employment benefits with respect to payments made to Contractor and payments by Contractor to Subcontractors.
22. **Compliance with Laws.** Contractor shall give all notices and comply with all Laws bearing on the performance of the work under this Agreement, including, but not limited to those involving construction, environmental protection, taxation and employment. Without intending to limit the generality of the foregoing, Contractor shall not permit any of its Subcontractors to dump, store, release, dispose or emit (collectively, a "Release") any oil, gasoline, paint or other hazardous substance or pollutant governed or regulated by any federal, state or municipal Law or their containers (collectively, "Pollutants"), at, under or in the vicinity of any work site where work is to be performed by Contractor and Contractor shall deal with all Pollutants, including the containing and disposal thereof, in accordance with all applicable Laws at Contractor's expense. Contractor shall indemnify, defend and hold harmless Pulte for, from and against all claims, actions, proceedings, liabilities, losses, assessments, damages, penalties, fines, fees, expenses, investigations and liens arising out of or in connection with any such Release or violation of any such Laws caused by Contractor or any Subcontractor. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or completion of Contractor's work. Contractor shall secure and pay for all permits, fees and licenses necessary for the execution of the work, and upon termination of the Contractor Project Agreement for any reason, Contractor shall transfer such permits to Pulte, or at the option of Pulte, transfer the remaining portion of the fee to Pulte, to the extent permitted by law. Contractor shall post and give warnings to Contractor's employees, other workers, and any occupant or user of the work, of any hazardous substance present on the project, even if lawful and in compliance with this Agreement.
23. **Safety.** Contractor shall take all reasonable safety precautions with respect to the work, shall comply with all safety measures initiated by Pulte and with all applicable safety Laws, including the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, General Industrial Safety Orders, Group 15, Occupational Noise Article 105 Control of Noise, and to the extent that such safety orders are applicable to the Work being performed by Contractor, and to provide Material Safety Data Sheets (MSDS) to Pulte for any hazardous material that Contractor may use in performing the Work. Contractor shall report in writing to Pulte any injury to any of Contractor's Subcontractors at the job site within forty-eight hours of such injury. Contractor shall indemnify, defend and hold harmless Pulte for, from and against claims and losses by fines, penalties or corrective measures resulting from acts or omissions by Contractor or with respect to violation of safety requirements of this Agreement.
24. **Insurance.** Contractor represents that it does carry and will continue to carry, as of the date hereof and any applicable Contractor Project Agreement, with insurance companies acceptable to Pulte, the following insurance coverages continuously during the life of this Agreement (and in the case of products and completed operations' coverage, for two years after the expiration of the Contractor Project Agreement):

Commercial General Liability Coverage - Commercial General Liability Insurance on an Occurrence Form containing a per occurrence limit of at least \$1,000,000 protecting against bodily injury, property damage and personal injury claims arising from the exposure of (1) premises operations (with an aggregate limit at least equal to the per occurrence limit); (2) products and completed operations including materials designed, furnished and/or modified in any way by Contractor (with a separate aggregate limit at least equal to the per

occurrence limit); (3) independent subcontractors; (4) contractual liability risk c 1 3 the indemnity the indemnity obligations set forth in this Agreement; and (5) where applicable, property damage resulting from explosion, collapse and underground (x,c,u) exposures. This policy may not contain exclusions for residential construction; attached product or in California SB800 liability.

Automotive Liability Coverage - Automotive Liability Coverage insuring bodily injury and/or property damage arising out of operation, maintenance, use, loading or unloading of any including owned, non-owned, hired and employee autos, with limits at least equal to the minimum required by the state in which the work covered by this Agreement is performed.

Workers Compensation and Employer's Liability Coverage - Workers' Compensation Insurance providing statutory benefits imposed by applicable state or federal law such that (a) Pulte will have no liability to Contractor or it's employees, subcontractors and agents; and (b) Contractor will satisfy all Workers' Compensation obligations imposed by state law. If Contractor has any employees who are subject to the right and obligations of the Longshoreman and Harbor Workers' Act, then the Workers' Compensation insurance must be broadened to provide such coverage.

In addition, Contractor agrees to carry Employers' Liability Coverage with limits of not less than:

\$100,000	Each Accident
\$500,000	Aggregate Policy Limit for Disease
\$100,000	Each Employee

Contractor shall add Pulte as an Additional Insured on the above general liability policy by having the insurance carrier issue a CGL-2010 Endorsement, Additional Insured - Endorsement Edition date 10/93; or its equivalent as determined by Pulte. This endorsement shall apply to the full extent of the actual limits of Contractors' coverage even if such actual limits exceed the minimum limits required by this Agreement. Pulte's additional insured status under the policy (ies) must not be limited by amendatory language to this policy. To the extent umbrella or excess insurance is available above the minimum required limits stated in this Agreement, the protection afforded Pulte in the umbrella or excess liability insurance shall be as broad or broader than the coverage present in the underlying insurance and in accordance with this Agreement. Each general liability, umbrella or excess policy shall specifically state that the insurance provided by the Contractor shall be considered primary, and insurance of Pulte shall be considered excess for purposes of responding to Claims. Contractor shall also provide an endorsement, which waives any right of subrogation by virtue of any payment of any loss covered by such insurance.

Prior to commencing work, Contractor shall prove that such insurance is in force by furnishing Pulte with a Certificate of Insurance, or if requested by Pulte, certified copies of policies. The Certificate shall accompany and become a part of this Agreement. Each Certificate of Insurance shall (1) contain an unqualified statement that the policy shall not be subject to cancellation, nonrenewable, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to Pulte, but in the event of nonpayment of premium, ten (10) days notification will be provided; (2) show Pulte as an Additional Insured by either referencing or attaching the required endorsement; (3) shall indicate that the Contractor's coverage is primary and Pulte's insurance is excess for any Claims; and (4) indicate that the coverage applies in the state where operations are being performed.

If the Contractor should sublet any work to a third party, Contractor shall require that such third party shall indemnify Pulte as set forth in this Agreement and shall carry insurance as set forth in this Agreement prior to permitting such third party to commence its work. Contractor shall obtain a signed agreement from such third party indemnifying Pulte as set forth in this Agreement and agreeing to carry insurance as set forth above. In addition, Contractor shall require in its purchase orders that each supplier indemnifies Contractor and Pulte from all losses arising from any materials or supplies included in such work.

Any attempt by the Contractor to cancel or modify such insurance coverage, or failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Pulte will have the right to terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Pulte may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.

The amounts and types of insurance set forth above are minimums required by Pulte and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its work. Pulte reserves the right to modify these provisions relating to indemnification and insurance, and Contractor agrees to be bound by such modifications 30 days after receipt of the modified provisions.

25. **Waiver of Subrogation.** Contractor and each of its sub-subcontractors hereby waive all rights of recovery, whether under subrogation or otherwise (including, without limitation, claims relating to deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, insolvency of any insurer, limitations or exclusions of coverage), against Pulte, its or their parent companies, managers, members, partners, shareholders, subsidiaries, related and affiliated companies and the representatives, officers, directors, agents, employees, and assigns thereof. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.
26. **Indemnity.** Contractor hereby agrees to save, indemnify and hold harmless Pulte and its partners, officers, agents and employees against all liability, claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement or any Contractor Project Agreement ("Claims") unless such Claims have been specifically determined by the trier of the fact to be the sole negligence of Pulte. A Claim also includes all costs incurred by Pulte if (i) Pulte repairs any work not in compliance with the standards set forth in the Right to Repair Act, or (ii) the owner of a lot or unit in the applicable Project containing such defective work, or the homeowners association for the Project, if any, elects to have the repair made by a contractor other than Contractor, pursuant to Section 918 of the Right to Repair Act. This indemnity shall be interpreted in the broadest possible manner to indemnify Pulte for any acts or omissions of Contractor or its subcontractors, ~~passive or active, irrespective of fault,~~ except for the sole negligence or willful misconduct of Pulte. Contractor's duty to indemnify Pulte shall arise at the time written notice of a Claim is first provided to Pulte regardless of whether claimant has filed suit on the Claim. Contractor's duty to indemnify Pulte shall arise even if Pulte is the only party sued by Claimant and/or Claimant alleges that Pulte's negligence was the sole cause of claimant's damages. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Pulte by: (1) a Contractor's employee or subcontractor who has been injured on property owned by Pulte; (2) a homeowner or association; and (3) a third party claiming patent, trademark or copyright infringement.

Contractor will defend any and all Claims, which may be brought or threatened against Pulte and will pay on behalf of Pulte any expenses incurred by reason of such Claims including, but not limited to, Court costs and reasonable attorney fees incurred in defending or investigating such Claims or in seeking to enforce this indemnity obligation. Such payments on behalf of Pulte shall be in addition to any and all other legal remedies available to Pulte and shall not be considered Pulte's exclusive remedy.

In the event Pulte is required to mediate or arbitrate a claim with a homeowner arising out of or relating to work performed under the Contractor Project Agreement, Pulte may, in its sole discretion, require Contractor to participate in the mediation and/or arbitration in accordance with the Federal Arbitration Act. The Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") and the Supplementary Consumer/Residential Construction Industry Arbitration Rules of the AAA Rules shall apply. Any judgment rendered by the arbitrator may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision. Contractor agrees to mediate or arbitrate such claims as requested by Pulte and waives any objections to its joinder in the mediation or arbitration.

27. **Attorneys' Fees.** If Pulte brings or defends any legal action, arbitration proceeding or administrative proceeding in connection with the work to be performed by Contractor or to enforce or interpret any of the provisions of this Agreement, Contractor shall pay all costs and expenses incurred by Pulte, including but not limited to a reasonable amount for attorneys' fees, such amount to be determined by the court, arbitrator or administrative hearing officer, and not a jury.

28. **Governing Law and Interpretation.** This Agreement relates to work to be performed by Contractor in the State of California and the Laws of such state shall govern the construction of the Contractor Project Agreement and all Contractor Project Agreements. Contractor waives and relinquishes its right to commence or maintain an action at law or in equity arising out of this Agreement in any place other than the place of business of Pulte in the State of California, which are located in the Counties of Orange, San Diego and Riverside. This Agreement shall be construed in accordance with its plain meaning and shall not be construed for or against any of the parties hereto. Paragraph headings shall be disregarded in construing or interpreting the provisions of this Agreement. If a term, provision, covenant, or condition of this Agreement is held to be void, invalid or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though all such void, invalid or unenforceable terms, provisions, covenants or conditions had not been contained herein.

29. **Time.** Time is of the essence in performance of the parties' obligations under the Contractor Project Agreement and all Contractor Project Agreements.

Entire Agreement. This Agreement and all Contractor Project Agreements are solely for the benefit of the parties hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, and also supersedes any inconsistent standards of practice in the construction industry in the County having jurisdiction. No amendment or supplement to this Agreement and any Contractor Project Agreement shall be effective unless in writing signed by the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of California. All exhibits attached hereto and all applicable Contractor Project Agreements are incorporated herein by reference.

30. **Third Party Beneficiaries.** Nothing contained in the Contractor Project Agreement or any Contractor Project Agreement, including but not limited to the provisions of Paragraph 3(c) hereof shall be construed to be for the benefit of any person not a party to this Agreement and no third party beneficiary rights are intended to be created by this Agreement.

31. **Meetings and Work Site Rules.** Contractor shall attend all meetings called by Pulte. Contractor shall comply with all work site rules and regulations adopted by Pulte, including but not limited to those set forth on the applicable Contractor Project Agreement.

32. **Ownership of Plans.** Contractor agrees that all drawings, specifications and other documents, including copies thereof, furnished by Pulte are the property of Pulte and are not to be used on other work or given to other parties, except as needed during the course of the work to be performed hereunder. Pulte shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. All drawings, specifications and other documents shall be returned to Pulte upon completion of the work at Pulte's request.

33. **Personal Guarantee.** At the time of Pulte, either at the time of execution of this Agreement, or subsequently, Contractor's principals will execute personal guaranties of this Agreement in a form and manner satisfactory to Pulte, which guaranties are, by this reference, incorporated herein as though fully set forth. *fil CR*

The parties hereto have executed this Agreement by signing on page one hereof, to be effective as of the Agreement Date, above.

LH CR

EXHIBIT B



Contractor Project Agreement St. Austell

Name of Contractor: H&R Framing Systems

Trade: Rough Carpentry

Contractor Master Agreement Number: 731815275-03

Contractor Master Agreement "Agreement Date": 9/18/03

Contractor agrees to perform the Work described in this Contractor Project Agreement for the above described Project for the Contract Price, and Pulte agrees to pay Contractor the Contract price subject to all the terms and conditions contained in the Contractor Master Agreement between Contractor and Pulte, described above. All terms and conditions of such Contractor Master Agreement apply and are incorporated herein by this reference. This Contractor Project Agreement covers the completion of all work and supply of all materials as described in the Exhibits and documents attached hereto, as well as those herein referenced, for the above mentioned Project.

The following Exhibits and documents are attached hereto and made a part hereof by this reference:

Exhibit A: Contract Price Schedule and Payment Terms

Exhibit B: Scope of Work

Exhibit C: Project Specifications

Exhibit D: Sample Construction Schedule and Sample Sequence Sheet

In addition, the Construction Schedules for the Project are published from time to time on Pulte's internet website at <http://eschedule.pulte.com>.

Each party signing this Contractor Project Agreement has read the above-described Contractor Master Agreement and the additional provisions contained herein and the exhibits described above and attached hereto, and accepts and agrees to be bound thereby as though such materials appeared over their signatures. Contractor acknowledges having received a copy of the Contractor Master Agreement and all exhibits to this Contractor Project Agreement, prior to execution of this Agreement.

PULTE HOMES, a Michigan Corporation

CONTRACTOR: H&R Framing Systems

Signed: [Signature]

Signed: [Signature]

Name/
Title: Christopher Kelly

Name/
Title: Ryan T. Holmes, General Manager

Title: Purchasing Manager

Date: 10/29/03

Contractor's License No. 517593

Project: ST. AUSTELL
Trade: FRAMING

EXHIBIT B

PERFORMANCE REQUIREMENTS & SCOPE OF WORK

Contractor shall provide all labor, materials and equipment necessary for a complete installation. All work shall be done in accordance with the following Contract Documents:

Bucilla Brooklyn, Architecture, Architectural Drawings dated 10-10-03	
Option One,	Structural Engineering Drawings dated 10-3-03
Option One,	Post Tension Drawings dated 10-3-03
GeoTek, Inc.,	Soils Report dated July 31, 2003
St. Austell,	Project Specifications dated October 10, 2003

Together with all revisions dated through today; and including all Federal, State, and governing agencies having jurisdiction over the locale where the work is performed.

1. SCHEDULING:

- a) Each Contractor should be aware that the attached construction schedule is part of this contract. Pulte Homes expects each Contractor to arrange to have the necessary manpower, equipment and resources to meet the construction schedule. Any lost days as a result of the Contractor will be made up at the Contractor's expense. Failure to meet the schedule will result in termination of this contract.
- b) Each Contractor should be aware that Pulte Homes hosts an electronic scheduling system via our website: eschedule.pulte.com. This website contains each community's specific construction schedule, construction sequences, house options and other pertinent information. It is the Contractor's responsibility to retrieve the schedule information at least once a week. Each Contractor is required to acquire, maintain and upgrade, as needed, the necessary computer software and hardware to access this site and download information. This includes a viable e-mail address, which allows for the transfer of attachments and enables Contractor to communicate electronically with Pulte Homes.
- c) Contractor hereby acknowledges that he has thoroughly reviewed and/or received copies of the Construction Schedule, and/or Precise Grade Plans if applicable. Pulte Homes reserves the option to modify the sequence/mix. Unit prices set forth in this Agreement shall remain the same.
- d) It is the Contractor's responsibility to check with local municipalities regarding any holidays, on which work is not permitted. Furthermore the contractor will be responsible for any fines or penalties resulting from failure to comply with these regulations.

2. WORK PROCEDURE:

- a) Prior to commencement of work, it is the Contractor's responsibility to confirm with the Pulte Superintendent that Contractor has obtained the most current approved project plans and specifications. Contractor shall also obtain all necessary redlined plan dimensions and make all field measurements to insure his work will conform to the final working drawings and specifications.
- b) Contractor shall not commence work at any lot until Contractor has received an authorized construction schedule and sequence sheet from the Pulte Homes and has an executed project contract with Pulte Homes.
- c) This Agreement provides for a "complete job", that is all items shown on the contract drawings and covered by the contract specifications. All items not specifically indicated necessary for completion shall be included as part of this Agreement.
- d) Contractor is required to provide an English-Speaking foreman, who is skilled for this trade, on the construction site from commencement of all work until all pick up work is completed.

3. INSPECTION OF WORK AND QUALITY WORKMANSHIP:

- a) Contractor agrees that plans and specifications may not fully reflect actual job conditions; therefore, the contractor or his agent should inspect and verify conditions. Contractor shall notify Pulte Homes in writing of any below standard conditions before commencement of work. Once Contractor starts work on a unit they have agreed the unit is acceptable. If any incorrect work by others necessitates all or a portion of contractor's work to be revised or replaced, it shall be done by Contractor at his expense.


Pulte


Contractor

Project: ST. AUSTELL
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EXHIBIT B

- b) Contractor will provide Pulte Homes with a copy of the standards of work as outlined and adopted by their company, including the expected performance level requirements from their employees for installations and customer service.
- c) Contractor will correct all municipality inspection corrections within 24-hours of notification by the Pulte Superintendent.
- d) Pulte Homes will perform a Quality Assurance (Q.A.) walk for every home. Contractor is responsible for completing Q.A. corrections within 48-hours of notification by the Pulte Superintendent.
- e) Trades will respect each other's material and workmanship. Trade damage as a result of negligence by the Contractor will be repaired or replaced at the expense of the Contractor.

4. SAFETY PROCEDURES:

- a) Contractor is responsible for managing the safety of his or her own employees at all times while on a Pulte job-site and adhere to all rules and regulations posted on the job-site.
- b) Contractor is responsible for establishing, implementing and maintaining a written Injury and Illness Prevention Program. A copy must be maintained and available at all times while on the job-site.
- c) Contractor is responsible for maintaining all Material Safety Data Sheets (MSDS) pertaining to their trade. Copies must be available on site at all times and provided to Pulte Homes prior to final execution of contract.

5. CLEAN UP AND REMOVAL OF DEBRIS:

- a) Contractor is responsible for keeping a clean and tidy job-site per Pulte Home Corporation. Any and all debris, excess material, and trash will be put in an area designated by the Superintendent at the end of each day. Contractor will leave houses in broom clean condition daily. Failure on Contractors part to comply with daily clean up will result in a back charge for cleaning services provided by Pulte Homes.
- b) Contractor shall be in compliance with the Storm Water Pollution Prevention Program (SWPPP). Any person who does not comply may be subject to substantial penalties in accordance with Section 309 of the Clean Water Act and Porter-Cologne Water Quality Control Act. A copy of the General Construction Activity Storm Water Permit and the Storm Water Pollution Plan will be available for your review at the job-site construction office. Any contractor in violation of the Storm Water Pollution Program requirements will be subject to a minimum \$500.00 fine by Pulte Homes.

6. PROFESSIONAL CUSTOMER SERVICE:

- a) Contractor will have professional service department to respond to service request and schedule appointments. Contractor is required to provide an English-Speaking service technicians who will dress and act in a professional manner at all times.
- b) Contractor is responsible for completing Pre Closing Orientation (P.C.O.) items within 48-hours of notification by Pulte Superintendent.
- c) Contractors must respond within 24 hours to Homeowners for all requested service and complete within five (5) working days of receipt of Pulte Work Order.
- d) Contractor shall attend all homeowner appointments in a professional manner. This includes appropriate attire and conversation. Never place blame or speak negatively about Pulte or other Contractors.
- e) Contractor will provide Pulte Homes with a 24 hour emergency service telephone number. This telephone number will be provided to all Pulte homeowners in the community. Contractor must respond within 1/2 hour for all emergency service calls from Pulte Homes employees or homeowners. (Emergency service is defined as: Complete loss of power, Mechanical system not delivering conditioned air (with temperatures below 50 degrees or above 90 degrees), No water service, Complete back up of sewer system, Broken pipe that will not allow water shut off, Gas, or any water intrusion).
- f) Contractor acknowledges that missed appointments with homeowners are subject to a fine of \$50.00. Fines will be used to send an apology to the homeowner.


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Project: ST. AUSTELL
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7. CORRECTIVE MEASURES:

Should Contractor fail to achieve any of Pulte's performance standards outlined above, the following corrective measures shall apply:

- a) First Offense – Contractor shall meet with Pulte's Construction or Service Area Manager to clarify expectations.
- b) Second Offense – Contractor shall meet with Pulte's Construction or Service Area Manager to determine, clarify and document Contractor's unacceptable performance.
- c) Third Offense – Contractor shall attend a meeting with the Construction Manager, Purchasing representative and Construction or Service Area Manager as a final effort to resolve Contractor's poor performance.
- d) Fourth Offense – Contractor shall be terminated from the job site, followed by a written termination notice.

8. MODEL CONSTRUCTION:

- a) Contractor agrees that the models are to be constructed on an accelerated schedule and will fully cooperate with this schedule. Contractor will provide additional manpower, material resources and equipment required to complete the models within the construction schedule set forth as part of this agreement.
- b) Contractor shall bear any extra work incurred, within reason, for model design changes. For any major changes that affect models, contractor will follow the Authorized Extra Work Procedure (outlined below).

9. AUTHORIZED EXTRA WORK PROCEDURE:

- a) In the event that Contractor is required to perform services or furnish material above his Contract provisions, and expects to be reimbursed for it, contractor must first obtain written approval from the Purchasing Agent, an authorized Purchase Order (PO) from the Pulte Superintendent or a Custom Option Worksheet from the Pulte Superintendent.
- b) Purchase Orders are generated by the Pulte Superintendent and posted online. Any discrepancies regarding any Purchase Orders must be brought to the attention of the Pulte Superintendent within 30 Days of performing any extra work. The Contractor may claim purchase orders at PULTEPOSYSTEM.com. Payment will be processed by Pulte Homes within the following payment period.
- c) Custom Option proposals must be submitted to the Pulte Superintendent prior to work being performed. The Pulte Superintendent will authorize the custom option by posting the option to the Pulte Homes Construction Website. Upon completion of work for the custom option, the Contractor will then submit an invoice to the Pulte main office with their proposal and Pulte Homes Construction Website printout attached. All Invoices must be submitted within 30 days of installation of the Custom Option.

10. PLAN ORDERING AND PAYMENT:

Contractor has been invited to bid the project via e-mail and instructions where provided to enable to order plans on-line or opt to fax the order form to the designated reprographics company. Contractor is responsible for funding the bid plans and thereafter Pulte Homes will sponsor one (1) set of any future delta plans (shipping fees not included).

11. MUNICIPALITY BUSINESS LICENSES:

It is the Contractor's responsibility to obtain and maintain all necessary licenses to perform work within the jurisdiction of this community.


Pulte


Contractor

Project: St. Austell @ Perris
Trade: FRAMING

EXHIBIT B

FRAMING SCOPE OF WORK:

1. All work shall be performed in a workmanlike manner, in accordance with Pulte Homes Master Agreement, Job Specs., and Scope of Work, Uniform Building Code and in compliance with requirements of the County, State, OSHA and all governing agencies.
2. All installations shall be per code, per local municipality requirements, or per manufacturers recommendations, with the most stringent requirement taking precedence. Pulte Homes will also require contractor to provide the best possible material within spec. requirements.
3. All components of the framing shall maintain their structural integrity for a period of ten (10) years. Non-Structural elements are warranted for one (1) year.
4. Framing contractor to have Fall Protection Plan and Safety Plan. Bid should reflect the necessary charges to implement.
5. Framing bid should include detailed notes on estimating problems or questions. Also include lumber market random lengths date, phases and contract dates the bid is good for, etc. Bids will not be accepted by Pulte Purchasing if submitted after posted due date, unless specifically allowed by direct Purchasing Agent.
6. Framing Contractor shall meet with Concrete Contractor for project clarification prior to forming and pouring slab to determine the layout of all bolts and tie-downs. Contractor shall provide the Concrete Contractor with a detailed bolt and tie-down layout. One copy of the layout should also be submitted to Pulte project superintendent.
7. Contractor will obtain window and sliding glass door rough opening dimensions from Window Contractor. Contractor will obtain rough opening sizes for solid core and hollow core doors from Finish Carpentry Contractor. Framing Contractor shall frame said openings as per the rough dimensions provided. Window reveals must be no greater than 3/8" on each side. Contractor agrees to knock out all braces, prepare all door and window openings and to cut all bottom plates in a timely manner as to accommodate other trades as required.
8. Framing Contractor shall meet with project superintendent for clarification on tub dimensions, medicine cabinets, plumbing layouts, fireplace dimensions, cabinet drawings and misc. project information.
9. Contractor is responsible for waterproofing procedures on exterior siding elevations per design of architect and code requirements.
10. All lumber shall be grade marked as followed:
 - a. Studs 8', 9', 10' - KD or S-Dried, stud grade.
 - b. Studs Over 10' - KD or S-Dried, #2/Btr.
 - c. Lumber used for aesthetic purposes shall be subject to approval by Pulte Homes (clarification to be made with marketing and purchasing at time of value engineering).
 - d. Top Plate - All plate material to be Green DF or S-Dried DF with anti-stained treatment, C/S unless noted on plans otherwise. Utility grade is not acceptable (see structural notes).
 - e. Interior/Exterior angled wall corners to be 22-1/2 degree or 45 degree 4x posts.
 - f. 4x Beams - #2/Btr DF, unless noted otherwise.
 - g. 6x Beams - #1/Btr DF unless noted otherwise.
 - h. Floor joist to be manufactured by Louisiana Pacific or if designed with open web floor truss system, material to be KD SPF or S-Dried DF.
 - i. Roof trusses to be figured as 2x4 top cord unless span exceeds 40 feet, and then 2x6 top cords will be suggested. Trusses to be manufactured from KD SPF or S-Dried DF.
 - j. All exposed lumber shall be smooth or re-sawn select SPF material on 1x and 2x dimensional lumber or select DF, selected for appearance and free of handling marks, on material 4x and larger. Exposed lumber to be primed by painting contractor prior to installation and must be accomplished within two days after lumber dropped on job-site.
 - k. Roof sheathing- 15/32" OSB or per structural specifications and/or municipality requirements. LP products required.
 - l. Sub floor-23/32" T&G OSB or equal unless specified otherwise (ex: 1-1/8" T&G). Exposed decks where deck coating to be applied, contractor must use CCX T&G. LP products required.
 - m. All exposed beams and exposed lumber to be free of heart and select for appearance.
 - n. Pressure treated lumber should be STD/BTR Borate or equal and to be used in all areas where framing comes into contact with concrete. Rolled caulking also must be installed prior to framing walls.
 - o. Stair material to be 1-3/4" x 11-7/8" Timber Strand or LVL for stringers and 1-1/8" bull-nosed "Super Step" for stair treads. (See Pulte for carpet manufacturing warranty)


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Project: St. Austell @ Perris
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- p. NOTE: The above are minimum grades. Contractor shall check plans and structural engineering calculations for more stringent specifications. Pulte reserves the right to randomly review materials sent to any given job. If contractor is not compliant with material specs, the contractor will be asked to change lumber takeoffs with no increase to Pulte Homes.

11. Contractor shall assume full responsibility for any lumber installed to assure full compliance with City, County and Contractor's requirements. Contractor shall provide all labor and equipment to remove and replace lumber unacceptable after installation. Contractor shall make all corrections at no cost to Pulte Homes regarding construction defects.
12. All rental equipment necessary for framing should be included in contract price. Contractor will provide proper equipment to build the job safely and in a timely manner. Contractor will furnish forklift or crane for lumber handling and materials unloading as necessary during the course of the job.
13. Contractor agrees to provide all supervision necessary to purchase, order, receive and distribute all materials onto the job site. Unloaded materials shall not block access to City vehicles, including fire and trash removal. Contractor shall store materials on the site as approved by Pulte Superintendent, and storage and continued maintenance of such materials shall be in a safe manner so as not to create an "attractive nuisance" and in accordance with all safety rules and regulations. At all times Contractor shall be solely responsible for the safety, protection (including theft) and maintenance of all such materials. Contractor shall not store such materials so as to create delays in the work of others and shall relocate any such materials within 24 hours after being notified to do so by the Pulte Superintendent.
14. Contractor specifications must be attained from Pulte web site; construction.pulte.com. This includes the dimensions and model numbers for fireplaces, tubs, FAU's, etc.
15. Contractor agrees to furnish all rough carpentry labor required and necessary to prepare units for roofing, plumbing, lathing, insulation, plastering and drywall operations and obtain framing inspection in accordance with the local code requirements.
 - a. Furnish and install fire stops & draft stops as needed.
 - b. Furnish shear panels, stairs and stair landings.
 - c. Supply and install all hardware, fasteners, hangers, etc. other than those embedded in concrete.
 - d. Install bird blocks to allow air infiltration to the attic.
 - e. Install top plates to overlap and tie into intersecting or strap rake walls.
 - f. Furrou or feather exterior walls as necessary to complete exterior finishes on a flat plane.
 - g. At areas of the exterior walls that sheathing does not cover the elevation, all open studs will be furred to bring the lath operation into the same plane.
16. The use of corrugated-faced hammers shall not be permitted in the nailing of exposed wood. No "golf balls" or hammer marks shall be accepted in exposed areas.
17. All framing shall be constructed with all joints true, tight, and well nailed or bolted as required. Seams, cracks, and visual blemishes should be caulked prior to painting. All horizontal members subject to bending shall be set with crown up and shall not be spliced between bearing. Wherever feasible, all members shall have solid bearing without being shimmed. However, if solid bearing is not feasible, first floor walls and second floor walls shall be shimmed as necessary to provide level plate for second floor/ceiling. Interior and exterior angles shall be properly framed to receive interior and exterior finish work. All fascia shall be properly mitered at the joints and connected with at bottom connection w/ R-5 clips or equal. Clip to be caulked and painted by Painting Contractor.
18. Install all frieze board, stucco molding, Hardie Soffit, and exposed fascia per plan using galvanized nails (avoid boards with excessively large knots, splits or warping by culling each piece). All cuts on trim boards; cornice and soffit work must be achieved with forty-five (45) degree angle cut. Butting two (2) pieces together is unacceptable.
19. Exterior crown mold to be supplied and installed by Contractor per manufacturing specification.
20. Contractor will check for crooked studs and replace them prior to drywall installation. Job foreman is responsible for studs needing to be removed and contractor takes responsibility for straight-edging walls and leaving home clean for drywall contractor. Contractors will cross-sight all doors and plumb rough openings to proper dimensions and remove all plates. Contractor agrees to frame access/crawl holes as required on all plans.
21. Contractor estimating team is required to walk and revise lumber takeoffs after Models are complete for revised lumber counts and submit changes to Pulte purchasing A.S.A.P. Purchasing will occasionally walk job-site for hardware and lumber usage and project specification evaluation. This is to ensure Pulte Homes is getting exactly what it is paying for.


Pulte


Contractor

Project: St. Austell @ Perris
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EXHIBIT B

22. Job Foreman must be certified in CPR training, and forklift operation. Also, he must have copy of MSDS and safety regulations per OSHA standards readily available. Job Foreman should also keep copy of Scope of Work handy for questions that can be answered prior to asking job Superintendent.
23. Contractor will supply and install all washers and mechanically tighten nuts on sill plate anchor bolts as needed prior to inspection. Additional washers needed for structural fixes due to over boring, will not be included in contract and must be supplied and installed by Contractor with no obligation to Pulte Homes.
24. Structural hardware to be Simpson per National Agreement.
25. All flooring to be nailed w/ ring shanks prior to roof and shear inspection and screwed with #8 x 1 3/4 Square or Phillips drive floor screws (preferably Grabber screws) prior to finish flooring. Patterns to be per the structural engineers' recommendations. Floor is to be completely nailed down before glue dries. Contractor will level and walk 2nd floor deck prior to frame inspection and after drywall installation. Contractor will use appropriate amount of sub-floor glue on top cord of floor truss or joists and in each hanger to avoid floor squeaks. Glue must be of a non-polyurethane substance. Framers are responsible for any floor squeaks related to broken top cords, lack of glue, and nailing.
26. Contractor will build and install crickets on fireplace chimneys, where applicable.
27. Contractor will minimize air infiltration from the outside to the inside of the home, in accordance with the EFL program and following precautions as followed: "Gold or Silver"
 - a. Provide solid plywood air barriers per EFL design standards with in cocoon of system (below ceiling line). i.e. fireplaces, bathtubs, duct chasing located in trusses, open truss bays to house connection and garage walls.
 - b. In addition, truss to wall blocking is to be nailed tight to the top plates and truss cords for minimal air exposure.
 - c. Heat cuts, flu chases, and plumbing knock outs to be accurately cut for snug tight fit. Thus, reducing a chance of air infiltration in those areas. See contractors for locations and dimension of cuts with in the house.
 - d. "Gold or Silver" EFL standards include, but not limited to any protrusions in the framing allowing potential air penetration to become a problem once covered up.
28. Contractor will install all headers for future room options per plans.
29. Contractor's price shall include all drops in ceilings, including those for electrical, plumbing, cabinet, and HVAC Contractors. Any additional drops added or changed during model construction shall be included in future phases whether or not shown on plans.
30. All shear paneling to be done in accordance with plans and nailed according to shear wall schedule. Particular attention will be taken with regards to shear panels and special shear nailing for and backing for special drywall nailing. In the case where shear panel is indicated in only one side of a window and/or door, the other side of the window and/or door shall either be sheathed or furred to match the side with the shear panel. Install double wall shear panel after plumbing and electrical inspections where required. At all exterior walls leave 1/8" gap at the seams of sheathing areas to accommodate expansion. This minimizing the cracking of stucco.
31. Contractor shall install continuous 3/4" plywood decking in attic from the attic access to the heating unit(s). Said catwalk and decking should be not less than 3'0" wide and flooring in front of heating unit(s) shall extend the length of the working space of the unit(s) at a width of not less than 3'0" wide.
32. Provide bracing for pot shelves and garden windows (including plywood gussets) as required.
33. All posts and beams at unit interiors not wrapped with drywall shall be re-sawn.
34. All garage vents to be framed and blocked square. Vents to be supplied and installed by others.
35. Box out behind electrical panel in garage to prevent bulge in garage wall. Framers responsible for any soffit needed to run electrical into house from garage.
36. Contractor is not responsible to supply and install gable vents, soffit vents, garage vents, wall to roof flashing, and column vents. Contractor will not supply water table or corbel flashing, but will install per specifications. Framers are to use proper waterproofing installation techniques to avoid water leaks.


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37. Contractor will supply and install all wood ridge-cap material after roofer has installed paper if required. See plans for roof tile description for size of ridge board.
38. All interior arches to be manufactured by Arch-Rite or equal.
39. Contractor is responsible for all wood architectural details as provided in blue prints or written specifications, such as siding, window and door surrounds, window ledges, pot-shelves, corbels, rafter tails, pop-outs, recesses and fireplace surrounds. Contractor to verify with Pulte at Value Engineering meeting and/or prior to bidding job.
40. Contractor agrees to supply and install 2x6, 2x8, 2x10 and/or solid blocked backing as required for completion of other trades; i.e. drywall, lath, sheet metal, cabinets, electrical, finish carpenter, roofer, shower doors, window coverings, and bath accessories such as towel bars, toilet paper holders, etc. Any pre-cut arches shall be included as part of this agreement.
41. After stoop is in place, complete all porches and posts. All posts will receive a two (2) inch vent at the top and bottom on the backside. Contractor shall make every effort to utilize full-length pieces of lumber for exterior details / applications. Where this is not a possibility, splices and or shorter members shall be used in a manner that is least likely to be seen from high profile areas.
42. Joints of all paneling, siding, sheathing, etc. shall occur at studs or shall be solidly blocked. Contractor shall drill, cut screen and install freeze blocks with wire screens at all volume ceilings to provide for proper ventilation.
43. All siding to be James Hardie, fiber cement installed per manufacturer's recommendation. All siding 8 1/4" and smaller to be blind nailed as approved by manufacturer. See plans for callout on smooth or rough texture and trim corners vs. metal corners. Contractor to use building paper and galvanized nails for application of siding on house.
44. Contractor to use non-polyurethane or EPA regulated caulking on all exterior trim, joints, siding, etc.
45. Normal pick-up work and replacement of lumber that is warped, mold laden, or otherwise unfit for use is included in the contract price.
46. No waxed, oiled, or greased nails will be permitted. All nailing shall comply with City and Structural specifications. Pulte Homes suggest the use of Paselode nails at structural hardware, truss connections, and shear transfer clips unless noted otherwise.
47. Wherever a balcony, patio deck, deck terrace, etc. is constructed, such surface must always be constructed in such a manner as to have positive drainage of no less than 1/4" per foot, irrespective of whether such slope is specified in the construction documents. In the event that such plans or other documents do not show drainage, it is imperative that Contractor call such omission to Pulte Superintendent's attention, but in the event, Contractor shall be obligated under this Agreement to provide the proper slope unless relieved of said obligation, in writing, by Pulte Homes. Decks have protective coating applied by other, and joists are to be spaced 16" on center due to coating warranty, although the Structural Engineer might spec. something different.
48. Install z-bar backing or other flashing where required for siding to maintain construction schedule. All exterior trim shall be properly installed and flashed with 60-minute paper or moistop to assure a proper watertight installation.
49. No work will be considered final until accepted by all pertinent governing agencies and by Pulte Homes.
50. Contractor Foreman to be present for all framing inspections and Contractor superintendent to conduct weekly review of job-site and facilitate tailgate safety meetings with foreman and employees once a week. It will be the responsibility of the contractor to advise Pulte Homes on any accidents or changes in safety plan.
51. Prior to Contractor receiving the framing inspection payment on Models, Contractor shall provide Pulte Superintendent with a set of red-lined plans indicating all changes that have been made, if any, noted and initialed. Contractor responsible for attaining (1) complete set of redlines due to turn around from Architect with changes.
52. Framing agrees to provide Purchasing Agent and Project Superintendent with a complete list of Frame Walk items after Model Frame Walk. The list should include the cost of each item changed. Purchasing Agent must receive this list within 2 weeks of the Frame Walk. Should items on frame walk affect cost of work done in production, Contractor also has 2 weeks to submit contract change request to Purchasing Agent.

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53. Contractor shall sweep all debris from units before frame inspection to a designated and accessible area. All debris to be stockpiled at designated area near the unit on a weekly basis and/or moved forward for use on future houses. Contractor to maintain a clear perimeter around all units prior to other rough trades commencing work. Contractor will scrap out ahead of rough mechanical and electrical and prior to framing inspection and stack all useable material at street at least 10 feet from building. Contractor will sweep all floors before drywall stocking.
54. Contractor agrees to clean each house at the end of each workday and provide 8 hours of labor for general site clean up each Friday and has included this in the contract price. Contractor will provide materials and labor for one trash container (4' x 8' Boxes) per every four units.
55. Interior walls should be straight and plumb within 1/4 inch per 4 feet. Under The Warranty, The Contractor will repair any interior wall that is more than 1/4 inch per 4 feet out of plumb.
56. Columns and posts should not bow or be out of plumb in excess of 1/4 inch per 4 feet. Tapered columns and posts should be plumb as measured from the centerline, not to exceed 1/4 inch per 4 feet and the tolerance for columns and posts made of rough-sawn lumber should be 1/4 inch per 4 feet. Under The Warranty, The Contractor will straighten columns and posts that exceed the 1/4-inch per 4-foot standard. In cases where the defect is cosmetic, The Contractor will repair.
57. Bows and twists exceeding 1/4 inch out of plane within a 4-foot section will be repaired. Acceptable repair may include shimming, trimming or grinding the wood beam or post.
58. Resawn trim to be spruce.
59. Shutters over stucco should be mounted on cleats. (2 cleats for shutters up to 4' tall, 3 cleats for shutters over 4' tall)

TRUSSES

1. Contractor to be responsible for all dimensions, details and notes per Architectural, and Structural plans. Any discrepancies shall be brought to the attention of Pulte's Purchasing Agent prior to submitting bids and Pulte's Superintendent prior to starting job.
2. Contractor will submit for approval by a Pulte Home Superintendent, prior to fabrication, engineered designs for all trusses, gable end trusses, valley sets, and layouts drawings for all models and all elevations. Supplier must submit (3) three sets of "Wet Stamped" calcs to Product Develop Manager. Please be aware of what pages must be stamped for proper submittal.
3. All shop drawings and erection drawings furnished by Contractor will be signed and sealed by professional engineer registered in the State of California.
4. All gable end truss drawings will indicate which vertical members require lateral wind bracing. Truss Company to provide truss hanger schedule, not Structural Engineer.
5. All shop drawings and erection drawings provided by Contractor will include connection and bearing details, bridging and bracing details, nominal dimensions, truss configurations, lumber grade and species and magnitudes of all forces in all members.
6. All material and parts used in assembling each truss must meet all engineering specifications. Assembly of truss must arrive on job-site assembled in a quality and workmanship like manner 100% of the time.
7. Any damage as a result of improper unloading or packaging shall be the responsibility of the Contractor.
8. The Contractor will provide all required "Wet Stamped" truss repair details within five (5) days after notification by Pulte Superintendent.
9. All trusses will be marked for locations of lateral bridging or bracing.
10. All trusses will be stamped with engineering certification seal on bottom cord.
11. All trusses will be marked for house type, elevation and truss layout identification.
12. Contractor to provide all hanger straps and hurricane straps as required.


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13. Eave and ridge blocks with appropriate venting are included at all trussed locations. Two-hole eave blocks or screened vents will be used for venting (see EFL requirements).
14. All truss tails to be cut or shimmed so that fascia will be level, straight, and true.
15. Truss Company responsible for FAU unit space calculations. Should there be problems in the attic for proper FAU service, it is the responsibility of the Contractor and Truss Company to advise Pulte in written form prior to commencement of job.
- 16.

PAYMENT SCHEDULE:


Account Category

20802
20820
20832
20834

Payment Draw

100% Frame Start (Lumber Dropped)
100% Trusses Delivered
75% Sub-floor and Roof Sheathing complete
25% Frame Inspection Complete

Pulte Home Corporation


Signature _____ Date 11.11.03

Framing Contractor


Signature _____ Date 10/29/03


Pulte


Contractor

PULTE HOMES
ST. AUSTELL @ PERRIS
PROJECT SPECIFICATIONS
October 10, 2003

0.001 GENERAL PROJECT INFORMATION:

Plans	SF
Plan 1	1988
Plan 2	2423
Plan 3	2611

Architect	Buschle Brooklyn - Mark (949)851-9080
Building Dept	City of Perris (909)843-8100
Civil Engineer	The Keith Company (909)653-0234
PT Plans	Option 1 - Gary (949) 553-1918
Soils Report	Geo Tek Inc. (760)599-0609
Structural Engineer	Option 1 - Gary (949) 553-1918
Title 24	Cal Living - Bill (849) 250-1165
Truss Design and Engineering	Spates - Brent (760) 397-4122

Average Lot size	45x100, 4500sq ft
Construction Type	Wood Frame
Number of Models	3
Project Location	St.Austell at Avalon Perris, CA 92570

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0.002 CONCRETE
FOUNDATION

Post Tension Foundation	Per Structural PT Sheet & Soils Report
Foundation Concrete	Type II - 2500 psi
Foundation Design	5" PT reinforced concrete over 4" of 3/8" diameter gravel over visqueen
Ftgs & Edge Details	Per Structural PT Sheet & Soils Report
Hardware	Per Structural PT Sheet & Soils Report
Anchor Bolts	MAS Straps provided by concrete contractor
Red Head Fasteners	At plate breaks & Corners by Concrete Contractor
Hardware Fixes	Specified by Engineer - Supplied & Installed by Concrete Contractor
Back Fill Plumbing Services	Shading by Plumber - Backfill (Including Jetting) by Concrete Contractor
Sand for Backfill	Supplied by Concrete Contractor - Shading by Plumber
Plumbing Laterals	Sand, Shading and Backfill by Plumber

FLATWORK

Flatwork Concrete	Type II 2500 psi
Driveway and Patio Design	4" thick per soils report
Walkway Design	4" thick per soils report
Expansion Joints	Reinforced concrete - 8 feet maximum, non-reinforced concrete - 5 feet maximum
Flatwork Finish	Medium Broom Finish
AC Pads	Pre-cast pad by HVAC contractor
Stoops	By Flatwork contractor @ all exterior doors
Drive Irrigation Sleeves	2- 3" Sleeves provided by Landscape Contractor
Pre Saturation	Not Included as standard for Flatwork, only performed with a PO
Cluster Mailbox Pads	N/A
City Sidewalks	Not Included as standard for Flatwork, only performed with a PO

OK

PULTE HOMES
ST. AUSTELL @ PERRIS
October 10, 2003

0.003 FRAMING & LUMBER

Washers & Nuts for AB's	MAS Straps
Sole Plate	Pressure treated lumber
Wall Studs	2x4 Exterior Walls
Plate Height	9' Downstairs, 8' Upstairs
Roof Trusses	Per Structural and Truss Manufacturer
Engineered Wood Products	Louisiana Pacific
Ridge Board	2x6 on ridges & hips
Eave Detail	Per plan
Fascia	Per plan & Elevation
Overhang	Per plan
Roof Sheeting	OSB Board (size per engineering requirements)

OTHER ITEMS

Water Heater Stand	By Framing Contractor
Mechanical Platform	By Framing Contractor
Attic Access	By Framing Contractor per plan
Mechanical walkway	By Framing Contractor
Blocking/Backing	Ceiling fans, towel bars, bath accessories, shutters
Fire Place	36" Standard
Windows & Sliding Doors	Supply and Installation by Milgard (Window Contractor)
Fasteners, Nails & Glue	By Framing Contractor
Draft Stopping & Fire Blocks	By Framing Contractor

0.004 TRIM CARPENTRY

FRONT DOOR

Manufacturer	Therma Tru
Size	8' Single
Model	FC860 Smooth Star
Style	6 Panel
Jamba	11/16" x 4 1/8" Finger Jointed
Weatherstrip	Q-LON, supplied and installed by Finish Carpentry Contractor

EXTERIOR DOORS

Patio Door	Supplied and installed by Window Contractor
Garage/House Door	20 min. Fire Rated, SCHB (Solid Core Hard Board), per code w/ self closing hinge
Garage/Out Door	1 3/4" metal, S1, 24 gauge, flush man door, jamb size @ 11/16" x 4 5/8"
Weatherstrip	Q-LON, supplied and installed by Finish Carpentry Contractor
French Doors	N/A

INTERIOR DOORS

Manufacturer	Door Craft or equal
Size	8'8" tall
Style	Cremona - 2 panel door with soft arch
Material	Hollow core
Texture	Wood Grain
Closet Wardrobe	Per Plan
Master Closet Door	
Plan 1	Tyco 8000 or equal (Supplied/installed by Finish Carpenter)
Plan 2	Mirrored Bypass Doors (Supplied/installed by Mirror Contractor)
Plan 3	Mirrored Bypass Doors (Supplied/installed by Mirror Contractor)

DOOR HINGES

Manufacturer	Lawrence, Stanley or Hardy
Finish	Interior-US15A; Bathrooms-US26
Quantity	3 per door

BASE BOARD

#711, 2 1/2".
Standard throughout house (including garage)
Material - Finger Joint Pine
22 degree joints

DOOR CASING

Standard around all doors
Standard Bump Jamb at Bi-Pass Doors (no casing @ Bi-Pass doors)
#711, 1 5/8"
Material - Finger Joint Pine

OK

TRACT - PROJECT -
SEQUENCE PAGE FOR THE WEEK OF: 10/00/03

Contact Name:
Contact Phone:
Contact Phone:
Office Fax:

[illegible]


Vendor Initial

Pulte Homes - Southern California

CONSTRUCTION ACTIVITY & TRACKING REPORT

ST. AUGUSTINE SAMPLE CONSTRUCTION SCHEDULE

Project Name: Lot / Block #

Working days



Accounting	Primary Activities	05/01/01	05/01/01	05/01/01	05/01/01	05/01/01	Secondary Activities
PAY	Construction Release Date	05/01/01	05/01/01	05/01/01	05/01/01	05/01/01	
	Contract Lock (BO)	05/01/01	05/01/01	05/01/01	05/01/01	05/01/01	
	Garage Orientation (L/R)	L	R	L	R	L	
	PLAN/REV.	1A	2B	3C			
MS	13 FROM RELEASE TO START						
DAY	DAY						
0	Let Order Complete	13/31 Mon	13/31 Mon	13/31 Mon	1/0 Sat	1/0 Sat	Pre-Construction Mtg.
1	1. Trench Pits, Etc. Service Boxes	13/31 Mon	13/31 Mon	13/31 Mon	1/0 Sat	1/0 Sat	Order Items/Client Pgs.
2	2. HSP, Footings	13/31 Mon	13/31 Mon	13/31 Mon	1/0 Sat	1/0 Sat	Order - Windows/Door Schedule P.P. on site
3	3. Dig Underlaid Piers	1/1 Wed	1/1 Wed	1/1 Wed	1/0 Sat	1/0 Sat	
4	4. Hang Foundation Forms	1/3 Thu	1/3 Thu	1/3 Thu	1/0 Sat	1/0 Sat	
5	5. Install Underlaid (Bank)	1/5 Fri	1/5 Fri	1/5 Fri	1/0 Sat	1/0 Sat	
6	6. Install Sumps/Plaster Service	1/6 Mon	1/6 Mon	1/6 Mon	1/0 Sat	1/0 Sat	
7	7. HSP, Mount Underlaid	1/7 Tue	1/7 Tue	1/7 Tue	1/0 Sat	1/0 Sat	Order Est. Janis
8	8. Shade & Weather Plank Underlaid	1/8 Wed	1/8 Wed	1/8 Wed	1/0 Sat	1/0 Sat	
9	9. Grade Foundation Interior	1/9 Thu	1/9 Thu	1/9 Thu	1/0 Sat	1/0 Sat	
10	10. Roll Copper Underlaid	1/10 Fri	1/10 Fri	1/10 Fri	1/0 Sat	1/0 Sat	
11	11. HSP, Plank Copper Underlaid	1/13 Mon	1/13 Mon	1/13 Mon	1/0 Sat	1/0 Sat	
12	12. Pre-Block Base Material	1/14 Tue	1/14 Tue	1/14 Tue	1/0 Sat	1/0 Sat	
13	13. Pre-Block P/T Cables Day 1	1/15 Wed	1/15 Wed	1/15 Wed	1/0 Sat	1/0 Sat	
14	14. Pre-Block P/T Cables Day 2	1/16 Thu	1/16 Thu	1/16 Thu	1/0 Sat	1/0 Sat	
15	15. Pre-Block P/T Hardware / Buttons-up	1/19 Fri	1/19 Fri	1/19 Fri	1/0 Sat	1/0 Sat	
16	16. HSP, Pre-Block	1/20 Mon	1/20 Mon	1/20 Mon	1/0 Sat	1/0 Sat	
17	17. Foundation Forms	1/21 Tue	1/21 Tue	1/21 Tue	1/0 Sat	1/0 Sat	
18	18. Trench Foundation Forms	1/22 Wed	1/22 Wed	1/22 Wed	1/0 Sat	1/0 Sat	Trench Service Utilities
19	19. Trench Day 1	1/23 Thu	1/23 Thu	1/23 Thu	1/0 Sat	1/0 Sat	
20	20. Trench Day 2	1/24 Fri	1/24 Fri	1/24 Fri	1/0 Sat	1/0 Sat	Est. Drywall Rock
21	21. Frame Day 3 - Plate	1/27 Mon	1/27 Mon	1/27 Mon	1/0 Sat	1/0 Sat	
22	22. Frame Day 3 - First Floor Walls	1/28 Tue	1/28 Tue	1/28 Tue	1/0 Sat	1/0 Sat	
23	23. Frame Day 4 - Pk. Living/Rt. Room	1/29 Wed	1/29 Wed	1/29 Wed	1/0 Sat	1/0 Sat	
24	24. Frame Day 5 - First Flr	1/30 Thu	1/30 Thu	1/30 Thu	1/0 Sat	1/0 Sat	
25	25. Frame Day 6 - Start 2nd Flr. Walls	1/31 Fri	1/31 Fri	1/31 Fri	1/0 Sat	1/0 Sat	
26	26. Frame Day 7 - Second Floor	2/1 Mon	2/1 Mon	2/1 Mon	1/0 Sat	1/0 Sat	
27	27. Frame Day 8 - 2nd Flr. Layout	2/4 Tue	2/4 Tue	2/4 Tue	1/0 Sat	1/0 Sat	Start Plumbing Rough
28	28. Frame Day 9 - Detail 1st Flr	2/5 Wed	2/5 Wed	2/5 Wed	1/0 Sat	1/0 Sat	Est. Drywall
29	29. Frame Day 10 - Second 2nd Flr. Walls	2/6 Thu	2/6 Thu	2/6 Thu	1/0 Sat	1/0 Sat	
30	30. Frame Day 11 - Pk. Line 2nd Flr. Walls	2/7 Fri	2/7 Fri	2/7 Fri	1/0 Sat	1/0 Sat	
31	31. Frame Day 12 - Load Trusses	2/10 Mon	2/10 Mon	2/10 Mon	1/0 Sat	1/0 Sat	
32	32. Frame Day 13 - Full Trusses	2/11 Tue	2/11 Tue	2/11 Tue	1/0 Sat	1/0 Sat	
33	33. Frame Day 14 - Roof Deck	2/12 Wed	2/12 Wed	2/12 Wed	1/0 Sat	1/0 Sat	Order Cabinets
34	34. Frame Day 15 - Roof Deck	2/13 Thu	2/13 Thu	2/13 Thu	1/0 Sat	1/0 Sat	
35	35. Top-out Plank/Handover into	2/14 Fri	2/14 Fri	2/14 Fri	1/0 Sat	1/0 Sat	HSP, Mount & Show
36	36. Plank Rough Day 1	2/17 Mon	2/17 Mon	2/17 Mon	1/0 Sat	1/0 Sat	Load Felt
37	37. Plank Rough Day 2	2/18 Tue	2/18 Tue	2/18 Tue	1/0 Sat	1/0 Sat	Prep. Level
38	38. Plank Rough Day 3	2/19 Wed	2/19 Wed	2/19 Wed	1/0 Sat	1/0 Sat	
39	39. Plank Rough Day 4	2/20 Thu	2/20 Thu	2/20 Thu	1/0 Sat	1/0 Sat	Install Windows
40	40. Plank Rough Day 5	2/21 Fri	2/21 Fri	2/21 Fri	1/0 Sat	1/0 Sat	Dry in Roof/Start Electrical
41	41. Electric Rough Day 1	2/24 Mon	2/24 Mon	2/24 Mon	1/0 Sat	1/0 Sat	Load Roof
42	42. Electric Rough Day 2	2/25 Tue	2/25 Tue	2/25 Tue	1/0 Sat	1/0 Sat	Low Voltage Rough
43	43. Electric Rough Day 3	2/26 Wed	2/26 Wed	2/26 Wed	1/0 Sat	1/0 Sat	Block Drywall
44	44. Electric Rough Day 4	2/27 Thu	2/27 Thu	2/27 Thu	1/0 Sat	1/0 Sat	Order Trim Package
45	45. Electric Rough Day 5	2/28 Fri	2/28 Fri	2/28 Fri	1/0 Sat	1/0 Sat	Pre-Flooring Prep/ Frame P/L
46	46. Electric Rough Day 6	2/29 Mon	2/29 Mon	2/29 Mon	1/0 Sat	1/0 Sat	Pre-Flooring Prep/ Frame P/L
47	47. Electric Rough Day 7	2/30 Tue	2/30 Tue	2/30 Tue	1/0 Sat	1/0 Sat	Frame Sweep
48	48. Electric Rough Day 8	3/1 Wed	3/1 Wed	3/1 Wed	1/0 Sat	1/0 Sat	Pre-Drywall Orientation
49	49. Electric Rough Day 9	3/2 Thu	3/2 Thu	3/2 Thu	1/0 Sat	1/0 Sat	
50	50. Electric Rough Day 10	3/3 Fri	3/3 Fri	3/3 Fri	1/0 Sat	1/0 Sat	
51	51. Electric Rough Day 11	3/4 Mon	3/4 Mon	3/4 Mon	1/0 Sat	1/0 Sat	Est. Trim Drop
52	52. Electric Rough Day 12	3/5 Tue	3/5 Tue	3/5 Tue	1/0 Sat	1/0 Sat	
53	53. Electric Rough Day 13	3/6 Wed	3/6 Wed	3/6 Wed	1/0 Sat	1/0 Sat	Est. Cabinet Delivery
54	54. Electric Rough Day 14	3/7 Thu	3/7 Thu	3/7 Thu	1/0 Sat	1/0 Sat	
55	55. Electric Rough Day 15	3/8 Fri	3/8 Fri	3/8 Fri	1/0 Sat	1/0 Sat	Stucco Scratch Coat
56	56. Electric Rough Day 16	3/9 Mon	3/9 Mon	3/9 Mon	1/0 Sat	1/0 Sat	Stucco Brown Coat
57	57. Electric Rough Day 17	3/10 Tue	3/10 Tue	3/10 Tue	1/0 Sat	1/0 Sat	Stucco Finish Coat
58	58. Electric Rough Day 18	3/11 Wed	3/11 Wed	3/11 Wed	1/0 Sat	1/0 Sat	Day-up Roof
59	59. Electric Rough Day 19	3/12 Thu	3/12 Thu	3/12 Thu	1/0 Sat	1/0 Sat	Paint Day 1
60	60. Electric Rough Day 20	3/13 Fri	3/13 Fri	3/13 Fri	1/0 Sat	1/0 Sat	Paint Day 2
61	61. Electric Rough Day 21	3/14 Mon	3/14 Mon	3/14 Mon	1/0 Sat	1/0 Sat	Paint Day 3
62	62. Electric Rough Day 22	3/15 Tue	3/15 Tue	3/15 Tue	1/0 Sat	1/0 Sat	Paint Sweep
63	63. Electric Rough Day 23	3/16 Wed	3/16 Wed	3/16 Wed	1/0 Sat	1/0 Sat	
64	64. Electric Rough Day 24	3/17 Thu	3/17 Thu	3/17 Thu	1/0 Sat	1/0 Sat	Install garage doors
65	65. Electric Rough Day 25	3/18 Fri	3/18 Fri	3/18 Fri	1/0 Sat	1/0 Sat	Deliver Cabinets
66	66. Electric Rough Day 26	3/19 Mon	3/19 Mon	3/19 Mon	1/0 Sat	1/0 Sat	
67	67. Electric Rough Day 27	3/20 Tue	3/20 Tue	3/20 Tue	1/0 Sat	1/0 Sat	
68	68. Electric Rough Day 28	3/21 Wed	3/21 Wed	3/21 Wed	1/0 Sat	1/0 Sat	
69	69. Electric Rough Day 29	3/22 Thu	3/22 Thu	3/22 Thu	1/0 Sat	1/0 Sat	
70	70. Electric Rough Day 30	3/23 Fri	3/23 Fri	3/23 Fri	1/0 Sat	1/0 Sat	
71	71. Electric Rough Day 31	3/24 Mon	3/24 Mon	3/24 Mon	1/0 Sat	1/0 Sat	
72	72. Electric Rough Day 32	3/25 Tue	3/25 Tue	3/25 Tue	1/0 Sat	1/0 Sat	
73	73. Electric Rough Day 33	3/26 Wed	3/26 Wed	3/26 Wed	1/0 Sat	1/0 Sat	
74	74. Electric Rough Day 34	3/27 Thu	3/27 Thu	3/27 Thu	1/0 Sat	1/0 Sat	
75	75. Electric Rough Day 35	3/28 Fri	3/28 Fri	3/28 Fri	1/0 Sat	1/0 Sat	
76	76. Electric Rough Day 36	3/29 Mon	3/29 Mon	3/29 Mon	1/0 Sat	1/0 Sat	
77	77. Electric Rough Day 37	3/30 Tue	3/30 Tue	3/30 Tue	1/0 Sat	1/0 Sat	
78	78. Electric Rough Day 38	3/31 Wed	3/31 Wed	3/31 Wed	1/0 Sat	1/0 Sat	
79	79. Electric Rough Day 39	4/1 Thu	4/1 Thu	4/1 Thu	1/0 Sat	1/0 Sat	
80	80. Electric Rough Day 40	4/2 Fri	4/2 Fri	4/2 Fri	1/0 Sat	1/0 Sat	
81	81. Electric Rough Day 41	4/3 Mon	4/3 Mon	4/3 Mon	1/0 Sat	1/0 Sat	
82	82. Electric Rough Day 42	4/4 Tue	4/4 Tue	4/4 Tue	1/0 Sat	1/0 Sat	
83	83. Electric Rough Day 43	4/5 Wed	4/5 Wed	4/5 Wed	1/0 Sat	1/0 Sat	
84	84. Electric Rough Day 44	4/6 Thu	4/6 Thu	4/6 Thu	1/0 Sat	1/0 Sat	
85	85. Electric Rough Day 45	4/7 Fri	4/7 Fri	4/7 Fri	1/0 Sat	1/0 Sat	
86	86. Electric Rough Day 46	4/8 Mon	4/8 Mon	4/8 Mon	1/0 Sat	1/0 Sat	
87	87. Electric Rough Day 47	4/9 Tue	4/9 Tue	4/9 Tue	1/0 Sat	1/0 Sat	
88	88. Electric Rough Day 48	4/10 Wed	4/10 Wed	4/10 Wed	1/0 Sat	1/0 Sat	
89	89. Electric Rough Day 49	4/11 Thu	4/11 Thu	4/11 Thu	1/0 Sat	1/0 Sat	
90	90. Electric Rough Day 50	4/12 Fri	4/12 Fri	4/12 Fri	1/0 Sat	1/0 Sat	
91	91. Electric Rough Day 51	4/13 Mon	4/13 Mon	4/13 Mon	1/0 Sat	1/0 Sat	
92	92. Electric Rough Day 52	4/14 Tue	4/14 Tue	4/14 Tue	1/0 Sat	1/0 Sat	
93	93. Electric Rough Day 53	4/15 Wed	4/15 Wed	4/15 Wed	1/0 Sat	1/0 Sat	
94	94. Electric Rough Day 54	4/16 Thu	4/16 Thu	4/16 Thu	1/0 Sat	1/0 Sat	
95	95. Electric Rough Day 55	4/17 Fri	4/17 Fri	4/17 Fri	1/0 Sat	1/0 Sat	
96	96. Electric Rough Day 56	4/18 Mon	4/18 Mon	4/18 Mon	1/0 Sat	1/0 Sat	
97	97. Electric Rough Day 57	4/19 Tue	4/19 Tue	4/19 Tue	1/0 Sat	1/0 Sat	
98	98. Electric Rough Day 58	4/20 Wed	4/20 Wed	4/20 Wed	1/0 Sat	1/0 Sat	
99	99. Electric Rough Day 59	4/21 Thu	4/21 Thu	4/21 Thu	1/0 Sat	1/0 Sat	
100	100. Electric Rough Day 60	4/22 Fri	4/22 Fri	4/22 Fri	1/0 Sat	1/0 Sat	
101	101. Electric Rough Day 61	4/23 Mon	4/23 Mon	4/23 Mon	1/0 Sat	1/0 Sat	
102	102. Electric Rough Day 62	4/24 Tue	4/24 Tue	4/24 Tue	1/0 Sat	1/0 Sat	
103	103. Electric Rough Day 63	4/25 Wed	4/25 Wed	4/25 Wed	1/0 Sat	1/0 Sat	
104	104. Electric Rough Day 64	4/26 Thu	4/26 Thu	4/26 Thu	1/0 Sat	1/0 Sat	
105	105. Electric Rough Day 65	4/27 Fri	4/27 Fri	4/27 Fri	1/0 Sat	1/0 Sat	
106	106. Electric Rough Day 66	4/28 Mon	4/28 Mon	4/28 Mon	1/0 Sat	1/0 Sat	
107	107. Electric Rough Day 67	4/29 Tue	4/29 Tue	4/29 Tue	1/0 Sat	1/0 Sat	
108	108. Electric Rough Day 68	4/30 Wed	4/30 Wed	4/30 Wed	1/0 Sat	1/0 Sat	
109	109. Electric Rough Day 69	5/1 Thu	5/1 Thu	5/1 Thu	1/0 Sat	1/0 Sat	
110	110. Electric Rough Day 70	5/2 Fri	5/2 Fri	5/2 Fri	1/0 Sat	1/0 Sat	
111	111. Electric Rough Day 71	5/3 Mon	5/3 Mon	5/3 Mon	1/0 Sat	1/0 Sat	
112	112. Electric Rough Day 72	5/4 Tue	5/4 Tue	5/4 Tue	1/0 Sat	1/0 Sat	
113	113. Electric Rough Day 73	5/5 Wed	5/5 Wed	5/5 Wed	1/0 Sat	1/0 Sat	
114	114. Electric Rough Day 74	5/6 Thu	5/6 Thu	5/6 Thu	1/0 Sat	1/0 Sat	
115	115. Electric Rough Day 75	5/7 Fri	5/7 Fri	5/7 Fri	1/0 Sat	1/0 Sat	
116	116. Electric Rough Day 76	5/8 Mon	5/8 Mon	5/8 Mon	1/0 Sat	1/0 Sat	
117	117. Electric Rough Day 77	5/9 Tue	5/9 Tue	5/9 Tue	1/0 Sat	1/0 Sat	
118	118. Electric Rough Day 78	5/10 Wed	5/10 Wed	5/10 Wed	1/0 Sat	1/0 Sat	
119	119. Electric Rough Day 79	5/11 Thu	5/11 Thu	5/11 Thu	1/0 Sat	1/0 Sat	
120	120. Electric Rough Day 80	5/12 Fri	5/12 Fri	5/12 Fri	1/0 Sat	1/0 Sat	
121	121. Electric Rough Day 81	5/13 Mon	5/13 Mon	5/13 Mon	1/0 Sat	1/0 Sat	
122	122. Electric Rough Day 82	5/14 Tue	5/14 Tue	5/14 Tue	1/0 Sat	1/0 Sat	
123	123. Electric Rough Day 83	5/15 Wed	5/15 Wed	5/15 Wed	1/0 Sat	1/0 Sat	
124	124. Electric Rough Day 84	5/16 Thu	5/16 Thu	5/16 Thu	1/0 Sat	1/0 Sat	
125	125. Electric Rough Day 85	5/17 Fri	5/17 Fri	5/17 Fri	1/0 Sat	1/0 Sat	
126	126. Electric Rough Day 86	5/18 Mon	5/18 Mon	5/18 Mon	1/0 Sat	1/0 Sat	
127	127. Electric Rough Day 87	5/19 Tue	5/19 Tue	5/19 Tue	1/0 Sat	1/0 Sat	
128	128. Electric Rough Day 88	5/20 Wed	5/20 Wed	5/20 Wed	1/0 Sat	1/0 Sat	
129	129. Electric Rough Day 89	5/21 Thu	5/21 Thu	5/21 Thu	1/0 Sat	1/0 Sat	
130	130. Electric Rough Day 90	5/22 Fri	5/22 Fri	5/22 Fri	1/0 Sat	1/0 Sat	
131	131. Electric Rough Day 91	5/23 Mon	5/23 Mon	5/23 Mon	1/0 Sat	1/0 Sat	
132	132. Electric Rough Day 92	5/24 Tue	5/24 Tue	5/24 Tue	1/0 Sat	1/0 Sat	
133	133. Electric Rough Day 93	5/25 Wed	5/25 Wed	5/25 Wed	1/0 Sat	1/0 Sat	
134	134. Electric Rough Day 94	5/26 Thu	5/26 Thu	5/26 Thu	1/0 Sat	1/0 Sat	
135	135. Electric Rough Day 95	5/27 Fri	5/27 Fri	5/27 Fri	1/0 Sat	1/0 Sat	
136	136. Electric Rough Day 96	5/28 Mon	5/28 Mon	5/28 Mon	1/0 Sat	1/0 Sat	
137	137. Electric Rough Day 97	5/29 Tue	5/29 Tue	5/29 Tue	1/0 Sat	1/0 Sat	
138	138. Electric Rough Day 98	5/30 Wed	5/30 Wed	5/30 Wed	1/0 Sat	1/0 Sat	
139	139. Electric Rough Day 99	5/31 Thu	5/31 Thu	5/31 Thu	1/0 Sat	1/0 Sat	
140	140. Electric Rough Day 100	6/1 Fri	6/1 Fri	6/1 Fri	1/0 Sat	1/0 Sat	
141	141. Electric Rough Day 101	6/2 Mon	6/2 Mon	6/2 Mon	1/0 Sat	1/0 Sat	
142	142. Electric Rough Day 102	6/3 Tue	6/3 Tue	6/3 Tue	1/0 Sat	1/0 Sat	
143	143. Electric Rough Day 103	6/4 Wed	6/4 Wed	6/4 Wed	1/0 Sat	1/0 Sat	
144	144. Electric Rough Day 104	6/5 Thu	6/5 Thu	6/5 Thu	1/0 Sat	1/0 Sat	
145	145. Electric Rough Day 105	6/6 Fri	6/6 Fri	6/6 Fri			

EXHIBIT C



Contractor Project Agreement St. Croix

Name of Contractor: HnR Framing Systems Trade: Framing

Contractor Master Agreement Number: 731815275-4+

Contractor Master Agreement "Agreement Date": 3-1-2004

Contractor agrees to perform the Work described in this Contractor Project Agreement for the above described Project for the Contract Price, and Pulte agrees to pay Contractor the Contract price subject to all the terms and conditions contained in the Contractor Master Agreement between Contractor and Pulte, described above. All terms and conditions of such Contractor Master Agreement apply and are incorporated herein by this reference. This Contractor Project Agreement covers the completion of all work and supply of all materials as described in the Exhibits and documents attached hereto, as well as those herein referenced, for the above mentioned Project.

The following Exhibits and documents are attached hereto and made a part hereof by this reference:

Exhibit A: Contract Price Schedule and Payment Terms

Exhibit B: Scope of Work

Exhibit C: Project Specifications

Exhibit D: Sample Construction Schedule and Sample Sequence Sheet

In addition, the Construction Schedules for the Project are published from time to time on Pulte's internet website at <http://eschedule.pulte.com>.

Each party signing this Contractor Project Agreement has read the above-described Contractor Master Agreement and the additional provisions contained herein and the exhibits described above and attached hereto, and accepts and agrees to be bound thereby as though such materials appeared over their signatures. Contractor acknowledges having received a copy of the Contractor Master Agreement and all exhibits to this Contractor Project Agreement, prior to execution of this Agreement.

PULTE HOMES, a Michigan Corporation

CONTRACTOR: HNR FRAMING SYSTEMS, INC.

Signed: [Signature]

Signed: [Signature]

Name/

Name/

Title: Craig Rickabaugh

Title:

JERRY SMITH
CONTRACTS MANAGER

Title: Purchasing Manager

Date:

02/09/04

Contractor's License No. 517593

Project: ST. CROIX @ PERRIS
Trade: Framing

EXHIBIT B

PERFORMANCE REQUIREMENTS & SCOPE OF WORK

Contractor shall provide all labor, materials and equipment necessary for a complete installation. All work shall be done in accordance with the following Contract Documents:

Mark Gross & Associates,	Architectural Drawings dated 11/25/03
Born,	Structural Engineering Drawings dated 1/19/04
Born,	Post Tension Drawings dated 1/19/04
GeoTek, Inc.,	Soils Report dated 9/10/03 & 9/15/03
Project Specifications	Dated December 31, 2003

Together with all revisions dated through today; and including all Federal, State, and governing agencies having jurisdiction over the locale where the work is performed.

1. SCHEDULING:

- a) Each Contractor should be aware that the attached construction schedule is part of this contract. Pulte Homes expects each Contractor to arrange to have the necessary manpower, equipment and resources to meet the construction schedule. Any lost days as a result of the Contractor will be made up at the Contractor's expense. Failure to meet the schedule will result in termination of this contract.
- b) Each Contractor should be aware that Pulte Homes hosts an electronic scheduling system via our website: eschedule.pulte.com. This website contains each community's specific construction schedule, construction sequences, house options and other pertinent information. It is the Contractor's responsibility to retrieve the schedule information at least once a week. Each Contractor is required to acquire, maintain and upgrade, as needed, the necessary computer software and hardware to access this site and download information. This includes a viable e-mail address, which allows for the transfer of attachments and enables Contractor to communicate electronically with Pulte Homes.
- c) Contractor hereby acknowledges that he has thoroughly reviewed and/or received copies of the Construction Schedule, and/or Precise Grade Plans if applicable. Pulte Homes reserves the option to modify the sequence/mix. Unit prices set forth in this Agreement shall remain the same.
- d) It is the Contractor's responsibility to check with local municipalities regarding any holidays on which work is not permitted. Furthermore the contractor will be responsible for any fines or penalties resulting from failure to comply with these regulations.

2. WORK PROCEDURE:

- a) Prior to commencement of work, it is the Contractor's responsibility to confirm with the Pulte Superintendent that Contractor has obtained the most current approved project plans and specifications. Contractor shall also obtain all necessary redlined plan dimensions and make all field measurements to insure his work will conform to the final working drawings and specifications.
- b) Contractor shall not commence work at any lot until Contractor has received an authorized construction schedule and sequence sheet from the Pulte Homes and has an executed project contract with Pulte Homes.
- c) This Agreement provides for a "complete job", that is all items shown on the contract drawings and covered by the contract specifications. All items not specifically indicated necessary for completion shall be included as part of this Agreement.
- d) Contractor is required to provide an English-Speaking foreman, who is skilled for this trade, on the construction site from commencement of all work until all pick up work is completed.

3. INSPECTION OF WORK AND QUALITY WORKMANSHIP:

- a) Contractor agrees that plans and specifications may not fully reflect actual job conditions; therefore, the contractor or his agent should inspect and verify conditions. Contractor shall notify Pulte Homes in writing of any below standard conditions before commencement of work. Once Contractor starts work on a unit they have agreed the unit is acceptable. If any incorrect work by others necessitates all or a portion of contractor's work to be revised or replaced, it shall be done by Contractor at his expense.


Pulte


Contractor

Project: ST. CROIX @ PERRIS

Trade: _____

EXHIBIT B

- b) Contractor will provide Pulte Homes with a copy of the standards of work as outlined and adopted by their company, including the expected performance level requirements from their employees for installations and customer service.
- c) Contractor will correct all municipality inspection corrections within 24-hours of notification by the Pulte Superintendent.
- d) Pulte Homes will perform a Quality Assurance (Q.A.) walk for every home. Contractor is responsible for completing Q.A. corrections within 48-hours of notification by the Pulte Superintendent.
- e) Trades will respect each other's material and workmanship. Trade damage as a result of negligence by the Contractor will be repaired or replaced at the expense of the Contractor.

4. SAFETY PROCEDURES:

- a) Contractor is responsible for managing the safety of his or her own employees at all times while on a Pulte job-site and adhere to all rules and regulations posted on the job-site.
- b) Contractor is responsible for establishing, implementing and maintaining a written Injury and Illness Prevention Program. A copy must be maintained and available at all times while on the job-site.
- c) Contractor is responsible for maintaining all Material Safety Data Sheets (MSDS) pertaining to their trade. Copies must be available on site at all times and provided to Pulte Homes prior to final execution of contract.

5. CLEAN UP AND REMOVAL OF DEBRIS:

- a) Contractor is responsible for keeping a clean and tidy job-site per Pulte Home Corporation. Any and all debris, excess material, and trash will be put in an area designated by the Superintendent at the end of each day. Contractor will leave houses in broom clean condition daily. Failure on Contractors part to comply with daily clean up will result in a back charge for cleaning services provided by Pulte Homes.
- b) Contractor shall be in compliance with the Storm Water Pollution Prevention Program (SWPPP). Any person who does not comply may be subject to substantial penalties in accordance with Section 309 of the Clean Water Act and Porter-Cologne Water Quality Control Act. A copy of the General Construction Activity Storm Water Permit and the Storm Water Pollution Plan will be available for your review at the job-site construction office. Any contractor in violation of the Storm Water Pollution Program requirements will be subject to a minimum \$500.00 fine by Pulte Homes.

6. PROFESSIONAL CUSTOMER SERVICE:

- a) Contractor will have professional service department to respond to service request and schedule appointments. Contractor is required to provide an English-Speaking service technicians who will dress and act in a professional manner at all times.
- b) Contractor is responsible for completing Pre Closing Orientation (P.C.O.) items within 48-hours of notification by Pulte Superintendent.
- c) Contractors must respond within 24 hours to Homeowners for all requested service and complete within five (5) working days of receipt of Pulte Work Order.
- d) Contractor shall attend all homeowner appointments in a professional manner. This includes appropriate attire and conversation. Never place blame or speak negatively about Pulte or other Contractors.
- e) Contractor will provide Pulte Homes with a 24 hour emergency service telephone number. This telephone number will be provided to all Pulte homeowners in the community. Contractor must respond within 1/2 hour for all emergency service calls from Pulte Homes employees or homeowners. (Emergency service is defined as: Complete loss of power, Mechanical system not delivering conditioned air (with temperatures below 50 degrees or above 90 degrees), No water service, Complete back up of sewer system, Broken pipe that will not allow water shut off, Gas, or any water intrusion).
- f) Contractor acknowledges that missed appointments with homeowners are subject to a fine of \$50.00. Fines will be used to send an apology to the homeowner.


Pulte


Contractor 

Project: ST. CROIX @ PERRIS
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EXHIBIT B

7. CORRECTIVE MEASURES:

Should Contractor fail to achieve any of Pulte's performance standards outlined above, the following corrective measures shall apply:

- a) First Offense – Contractor shall meet with Pulte's Construction or Service Area Manager to clarify expectations.
- b) Second Offense – Contractor shall meet with Pulte's Construction or Service Area Manager to determine, clarify and document Contractor's unacceptable performance.
- c) Third Offense – Contractor shall attend a meeting with the Construction Manager, Purchasing representative and Construction or Service Area Manager as a final effort to resolve Contractor's poor performance.
- d) Fourth Offense – Contractor shall be terminated from the job site, followed by a written termination notice.

8. MODEL CONSTRUCTION:

- a) Contractor agrees that the models are to be constructed on an accelerated schedule and will fully cooperate with this schedule. Contractor will provide additional manpower, material resources and equipment required to complete the models within the construction schedule set forth as part of this agreement.
- b) Contractor shall bear any extra work incurred, within reason, for model design changes. For any major changes that affect models, contractor will follow the Authorized Extra Work Procedure (outlined below).

9. AUTHORIZED EXTRA WORK PROCEDURE:

- a) In the event that Contractor is required to perform services or furnish material above his Contract provisions, and expects to be reimbursed for it, contractor must first obtain written approval from the Purchasing Agent, an authorized Purchase Order (PO) from the Pulte Superintendent or a Custom Option Worksheet from the Pulte Superintendent.
- b) Purchase Orders are generated by the Pulte Superintendent and posted online. Any discrepancies regarding any Purchase Orders must be brought to the attention of the Pulte Superintendent within 30 Days of performing any extra work. The Contractor may claim purchase orders at PULTEPOSYSTEM.com. Payment will be processed by Pulte Homes within the following payment period.
- c) Custom Option proposals must be submitted to the Pulte Superintendent prior to work being performed. The Pulte Superintendent will authorize the custom option by posting the option to the Pulte Homes Construction Website. Upon completion of work for the custom option, the Contractor will then submit an invoice to the Pulte main office with their proposal and Pulte Homes Construction Website printout attached. All Invoices must be submitted within 30 days of installation of the Custom Option.

10. PLAN ORDERING AND PAYMENT:

Contractor has been invited to bid the project via e-mail and instructions where provided to enable to order plans online or opt to fax the order form to the designated reprographics company. Contractor is responsible for funding the bid plans and thereafter Pulte Homes will sponsor one (1) set of any future delta plans (shipping fees not included).

11. MUNICIPALITY BUSINESS LICENSES:

It is the Contractor's responsibility to obtain and maintain all necessary licenses to perform work within the jurisdiction of this community.


Pulte


Contractor 

Project: ST. CROIX @ PERRIS
Trade: FRAMING

EXHIBIT B

FRAMING SCOPE OF WORK:

1. All work shall be performed in a workmanlike manner, in accordance with Pulte Homes Master Agreement, Job Specs., and Scope of Work, Uniform Building Code and in compliance with requirements of the County, State, OSHA and all governing agencies.
2. All installations shall be per code, per local municipality requirements, or per manufacturers recommendations, with the most stringent requirement taking precedence. Pulte Homes will also require contractor to provide the best possible material within spec. requirements.
3. All components of the framing shall maintain their structural integrity for a period of ten (10) years. Non-Structural elements are warranted for one (1) year.
4. Framing contractor to have Fall Protection Plan and Safety Plan. Bid should reflect the necessary charges to implement.
5. Framing bid should include detailed notes on estimating problems or questions. Also include lumber market random lengths date, phases and contract dates the bid is good for, etc. Bids will not be accepted by Pulte Purchasing if submitted after posted due date, unless specifically allowed by direct Purchasing Agent.
6. Framing Contractor shall meet with Concrete Contractor for project clarification prior to forming and pouring slab to determine the layout of all bolts and tie-downs. Contractor shall provide the Concrete Contractor with a detailed bolt and tie-down layout. One copy of the layout should also be submitted to Pulte project superintendent.
7. Contractor will obtain window and sliding glass door rough opening dimensions from Window Contractor. Contractor will obtain rough opening sizes for solid core and hollow core doors from Finish Carpentry Contractor. Framing Contractor shall frame said openings as per the rough dimensions provided. Window reveals must be no greater than 3/8" on each side. Contractor agrees to knock out all braces, prepare all door and window openings and to cut all bottom plates in a timely manner as to accommodate other trades as required.
8. Framing Contractor shall meet with project superintendent for clarification on tub dimensions, medicine cabinets, plumbing layouts, fireplace dimensions, cabinet drawings and misc. project information.
9. Contractor is responsible for waterproofing procedures on exterior siding elevations per design of architect and code requirements.
10. All lumber shall be grade marked as followed:
 - a. Studs 8', 9', 10' - KD or S-Dried, stud grade.
 - b. Studs Over 10' - KD or S-Dried, #2/Btr .
 - c. Lumber used for aesthetic purposes shall be subject to approval by Pulte Homes (clarification to be made with marketing and purchasing at time of value engineering).
 - d. Top Plate - All plate material to be Green DF or S-Dried DF with anti-stained treatment, C/S unless noted on plans otherwise. Utility grade is not acceptable (see structural notes).
 - e. Interior/Exterior angled wall corners to be 22-1/2 degree or 45 degree 4x posts.
 - f. 4x Beams - #2/Btr DF, unless noted otherwise.
 - g. 6x Beams - #1/Btr DF unless noted otherwise.
 - h. Floor joist to be manufactured by Louisiana Pacific or if designed with open web floor truss system, material to be KD SPF or S-Dried DF.
 - i. Roof trusses to be figured as 2x4 top cord unless span exceeds 40 feet, and then 2x6 top cords will be suggested. Trusses to be manufactured from KD SPF or S-Dried DF.
 - j. All exposed lumber shall be smooth or re-sawn select SPF material on 1x and 2x dimensional lumber or select DF, selected for appearance and free of handling marks, on material 4x and larger. Exposed lumber to be primed by painting contractor prior to installation and must be accomplished within two days after lumber dropped on job-site.
 - k. Roof sheathing- 15/32" OSB or per structural specifications and/or municipality requirements. LP products required.
 - l. Sub floor-23/32" T&G OSB or equal unless specified otherwise (ex: 1-1/8" T&G). Exposed decks where deck coating to be applied, contractor must use CCX T&G. LP products required.
 - m. All exposed beams and exposed lumber to be free of heart and select for appearance.
 - n. Pressure treated lumber should be STD/BTR Borate or equal and to be used in all areas where framing comes into contact with concrete. Rolled caulking also must be installed prior to framing walls.
 - o. Stair material to be 1-3/4" x 11-7/8" Timber Strand or LVL for stringers and 1-1/8" bull-nosed "Super Step" for stair treads. (See Pulte for carpet manufacturing warranty)


Pulte


Contractor

Project: ST. CROIX @ PERRIS
Trade: FRAMING

EXHIBIT B

- p. NOTE: The above are minimum grades. Contractor shall check plans and structural engineering calculations for more stringent specifications. Pulte reserves the right to randomly review materials sent to any given job. If contractor is not compliant with material specs, the contractor will be asked to change lumber takeoffs with no increase to Pulte Homes.
11. Contractor shall assume full responsibility for any lumber installed to assure full compliance with City, County and Contractor's requirements. Contractor shall provide all labor and equipment to remove and replace lumber unacceptable after installation. Contractor shall make all corrections at no cost to Pulte Homes regarding construction defects.
 12. All rental equipment necessary for framing should be included in contract price. Contractor will provide proper equipment to build the job safely and in a timely manner. Contractor will furnish forklift or crane for lumber handling and materials unloading as necessary during the course of the job.
 13. Contractor agrees to provide all supervision necessary to purchase, order, receive and distribute all materials onto the job site. Unloaded materials shall not block access to City vehicles, including fire and trash removal. Contractor shall store materials on the site as approved by Pulte Superintendent, and storage and continued maintenance of such materials shall be in a safe manner so as not to create an "attractive nuisance" and in accordance with all safety rules and regulations. At all times Contractor shall be solely responsible for the safety, protection (including theft) and maintenance of all such materials. Contractor shall not store such materials so as to create delays in the work of others and shall relocate any such materials within 24 hours after being notified to do so by the Pulte Superintendent.
 14. Contractor specifications must be attained from Pulte web site; construction.pulte.com. This includes the dimensions and model numbers for fireplaces, tubs, FAU's, etc.
 15. Contractor agrees to furnish all rough carpentry labor required and necessary to prepare units for roofing, plumbing, lathing, insulation, plastering and drywall operations and obtain framing inspection in accordance with the local code requirements.
 - a. Furnish and install fire stops & draft stops as needed.
 - b. Furnish shear panels, stairs and stair landings.
 - c. Supply and install all hardware, fasteners, hangers, etc. other than those embedded in concrete.
 - d. Install bird blocks to allow air infiltration to the attic.
 - e. Install top plates to overlap and tie into intersecting or strap rake walls.
 - f. Furrow or feather exterior walls as necessary to complete exterior finishes on a flat plane.
 - g. At areas of the exterior walls that sheathing does not cover the elevation, all open studs will be furred to bring the lath operation into the same plane.
 16. The use of corrugated-faced hammers shall not be permitted in the nailing of exposed wood. No "golf balls" or hammer marks shall be accepted in exposed areas.
 17. All framing shall be constructed with all joints true, tight, and well nailed or bolted as required. Seams, cracks, and visual blemishes should be caulked prior to painting. All horizontal members subject to bending shall be set with crown up and shall not be spliced between bearing. Wherever feasible, all members shall have solid bearing without being shimmed. However, if solid bearing is not feasible, first floor walls and second floor walls shall be shimmed as necessary to provide level plate for second floor/ceiling. Interior and exterior angles shall be properly framed to receive interior and exterior finish work. All fascia shall be properly mitered at the joints and connected with at bottom connection w/ R-5 clips or equal. Clip to be caulked and painted by Painting Contractor.
 18. Install all frieze board, stucco molding, Hardie Soffit, and exposed fascia per plan using galvanized nails (avoid boards with excessively large knots, splits or warping by culling each piece). All cuts on trim boards; cornice and soffit work must be achieved with forty-five (45) degree angle cut. Butting two (2) pieces together is unacceptable.
 19. Exterior crown mold to be supplied and installed by Contractor per manufacturing specification.
 20. Contractor will check for crooked studs and replace them prior to drywall installation. Job foreman is responsible for studs needing to be removed and contractor takes responsibility for straight-edging walls and leaving home clean for drywall contractor. Contractors will cross-sight all doors and plumb rough openings to proper dimensions and remove all plates. Contractor agrees to frame access/crawl holes as required on all plans.
 21. Contractor estimating team is required to walk and revise lumber takeoffs after Models are complete for revised lumber counts and submit changes to Pulte purchasing A.S.A.P. Purchasing will occasionally walk job-site for hardware and lumber usage and project specification evaluation. This is to ensure Pulte Homes is getting exactly what it is paying for.

CR
Pulte

Contractor



ME

Project: ST. CROIX @ PERRIS
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22. Job Foreman must be certified in CPR training, and forklift operation. Also, he must have copy of MSDS and safety regulations per OSHA standards readily available. Job Foreman should also keep copy of Scope of Work handy for questions that can be answered prior to asking job Superintendent.
23. Contractor will supply and install all washers and mechanically tighten nuts on sill plate anchor bolts as needed prior to inspection. Additional washers needed for structural fixes due to over boring, will not be included in contract and must be supplied and installed by Contractor with no obligation to Pulte Homes.
24. Structural hardware to be Simpson per National Agreement.
25. All flooring to be nailed w/ ring shanks prior to roof and shear inspection and screwed with #8 x 1 3/4 Square or Phillips drive floor screws (preferably Grabber screws) prior to finish flooring. Patterns to be per the structural engineers' recommendations. Floor is to be completely nailed down before glue dries. Contractor will level and walk 2nd floor deck prior to frame inspection and after drywall installation. Contractor will use appropriate amount of sub-floor glue on top cord of floor truss or joists and in each hanger to avoid floor squeaks. Glue must be of a non-polyurethane substance. Framers are responsible for any floor squeaks related to broken top cords, lack of glue, and nailing.
26. Contractor will build and install crickets on fireplace chimneys, where applicable.
27. Contractor will minimize air infiltration from the outside to the inside of the home, in accordance with the EFL program and following precautions as followed: "Gold or Silver"
 - a. Provide solid plywood air barriers per EFL design standards with in cocoon of system (below ceiling line). i.e. fireplaces, bathtubs, duct chasing located in trusses, open truss bays to house connection and garage walls.
 - b. In addition, truss to wall blocking is to be nailed tight to the top plates and truss cords for minimal air exposure.
 - c. Heat cuts, flu chases, and plumbing knock outs to be accurately cut for snug tight fit. Thus, reducing a chance of air infiltration in those areas. See contractors for locations and dimension of cuts with in the house.
 - d. "Gold or Silver" EFL standards include, but not limited to any protrusions in the framing allowing potential air penetration to become a problem once covered up.
28. Contractor will install all headers for future room options per plans.
29. Contractor's price shall include all drops in ceilings, including those for electrical, plumbing, cabinet, and HVAC Contractors. Any additional drops added or changed during model construction shall be included in future phases whether or not shown on plans.
30. All shear paneling to be done in accordance with plans and nailed according to shear wall schedule. Particular attention will be taken with regards to shear panels and special shear nailing for and backing for special drywall nailing. In the case where shear panel is indicated in only one side of a window and/or door, the other side of the window and/or door shall either be sheathed or furred to match the side with the shear panel. Install double wall shear panel after plumbing and electrical inspections where required. At all exterior walls leave 1/8" gap at the seams of sheathing areas to accommodate expansion. This minimizing the cracking of stucco.
31. Contractor shall install continuous 3/4" plywood decking in attic from the attic access to the heating unit(s). Said catwalk and decking should be not less than 3'0" wide and flooring in front of heating unit(s) shall extend the length of the working space of the unit(s) at a width of not less than 3'0" wide.
32. Provide bracing for pot shelves and garden windows (including plywood gussets) as required.
33. All posts and beams at unit interiors not wrapped with drywall shall be re-sawn.
34. All garage vents to be framed and blocked square. Vents to be supplied and installed by others.
35. Box out behind electrical panel in garage to prevent bulge in garage wall. Framers responsible for any soffit needed to run electrical into house from garage.
36. Contractor is not responsible to supply and install gable vents, soffit vents, garage vents, wall to roof flashing, and column vents. Contractor will not supply water table or corbel flashing, but will install per specifications. Framers are to use proper waterproofing installation techniques to avoid water leaks.


Pulte


Contractor 

Project: ST. CROIX @ PERRIS
Trade: FRAMING

EXHIBIT B

37. Contractor will supply and install all wood ridge-cap material after roofer has installed paper if required. See plans for roof tile description for size of ridge board.
38. All interior arches to be manufactured by Arch-Rite or equal.
39. Contractor is responsible for all wood architectural details as provided in blue prints or written specifications, such as siding, window and door surrounds, window ledges, pot-shelves, corbels, rafter tails, pop-outs, recesses and fireplace surrounds. Contractor to verify with Pulte at Value Engineering meeting and/or prior to bidding job.
40. Contractor agrees to supply and install 2x6, 2x8, 2x10 and/or solid blocked backing as required for completion of other trades; i.e. drywall, lath, sheet metal, cabinets, electrical, finish carpenter, roofer, shower doors, window coverings, and bath accessories such as towel bars, toilet paper holders, etc. Any pre-cut arches shall be included as part of this agreement.
41. After stoop is in place, complete all porches and posts. All posts will receive a two (2) inch vent at the top and bottom on the backside. Contractor shall make every effort to utilize full-length pieces of lumber for exterior details / applications. Where this is not a possibility, splices and or shorter members shall be used in a manner that is least likely to be seen from high profile areas.
42. Joints of all paneling, siding, sheathing, etc. shall occur at studs or shall be solidly blocked. Contractor shall drill, cut screen and install freeze blocks with wire screens at all volume ceilings to provide for proper ventilation.
43. All siding to be James Hardie, fiber cement installed per manufacturer's recommendation. All siding 8 1/4" and smaller to be blind nailed as approved by manufacturer. See plans for callout on smooth or rough texture and trim corners vs. metal corners. Contractor to use building paper and galvanized nails for application of siding on house.
44. Contractor to use non-polyurethane or EPA regulated caulking on all exterior trim, joints, siding, etc.
45. Normal pick-up work and replacement of lumber that is warped, mold laden, or otherwise unfit for use is included in the contract price.
46. No waxed, oiled, or greased nails will be permitted. All nailing shall comply with City and Structural specifications. Pulte Homes suggest the use of Paselode nails at structural hardware, truss connections, and shear transfer clips unless noted otherwise.
47. Wherever a balcony, patio deck, deck terrace, etc. is constructed, such surface must always be constructed in such a manner as to have positive drainage of no less than 1/4" per foot, irrespective of whether such slope is specified in the construction documents. In the event that such plans or other documents do not show drainage, it is imperative that Contractor call such omission to Pulte Superintendent's attention, but in the event, Contractor shall be obligated under this Agreement to provide the proper slope unless relieved of said obligation, in writing, by Pulte Homes. Decks have protective coating applied by other, and joists are to be spaced 16" on center due to coating warranty, although the Structural Engineer might spec. something different.
48. Install z-bar backing or other flashing where required for siding to maintain construction schedule. All exterior trim shall be properly installed and flashed with 60-minute paper or moistop to assure a proper watertight installation.
49. No work will be considered final until accepted by all pertinent governing agencies and by Pulte Homes.
50. Contractor Foreman to be present for all framing inspections and Contractor superintendent to conduct weekly review of job-site and facilitate tailgate safety meetings with foreman and employees once a week. It will be the responsibility of the contractor to advise Pulte Homes on any accidents or changes in safety plan.
51. Prior to Contractor receiving the framing inspection payment on Models, Contractor shall provide Pulte Superintendent with a set of red-lined plans indicating all changes that have been made, if any, noted and initialed. Contractor responsible for attaining (1) complete set of redlines due to turn around from Architect with changes.
52. Framer agrees to provide Purchasing Agent and Project Superintendent with a complete list of Frame Walk items after Model Frame Walk. The list should include the cost of each item changed. Purchasing Agent must receive this list within 2 weeks of the Frame Walk. Should items on frame walk affect cost of work done in production, Contractor also has 2 weeks to submit contract change request to Purchasing Agent.


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Project: ST. CROIX @ PERRIS
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EXHIBIT B

53. Contractor shall sweep all debris from units before frame inspection to a designated and accessible area. All debris to be stockpiled at designated area near the unit on a weekly basis and/or moved forward for use on future houses. Contractor to maintain a clear perimeter around all units prior to other rough trades commencing work. Contractor will scrap out ahead of rough mechanical and electrical and prior to framing inspection and stack all useable material at street at least 10 feet from building. Contractor will sweep all floors before drywall stocking.
54. Contractor agrees to clean each house at the end of each workday and provide 8 hours of labor for general site clean up each Friday and has included this in the contract price. Contractor will provide materials and labor for one trash container (4' x 8' Boxes) per every four units.
55. Interior walls should be straight and plumb within 1/4 inch per 4 feet. Under The Warranty, The Contractor will repair any interior wall that is more than 1/4 inch per 4 feet out of plumb.
56. Columns and posts should not bow or be out of plumb in excess of 1/4 inch per 4 feet. Tapered columns and posts should be plumb as measured from the centerline, not to exceed 1/4 inch per 4 feet and the tolerance for columns and posts made of rough-sawn lumber should be 1/4 inch per 4 feet. Under The Warranty, The Contractor will straighten columns and posts that exceed the 1/4-inch per 4-foot standard. In cases where the defect is cosmetic, The Contractor will repair.
57. Bows and twists exceeding 1/4 inch out of plane within a 4-foot section will be repaired. Acceptable repair may include shimming, trimming or grinding the wood beam or post.
58. Resawn trim to be spruce.
59. Shutters over stucco should be mounted on cleats. (2 cleats for shutters up to 4' tall, 3 cleats for shutters over 4' tall)

TRUSSES

1. Contractor to be responsible for all dimensions, details and notes per Architectural, and Structural plans. Any discrepancies shall be brought to the attention of Pulte's Purchasing Agent prior to submitting bids and Pulte's Superintendent prior to starting job.
2. Contractor will submit for approval by a Pulte Home Superintendent, prior to fabrication, engineered designs for all trusses, gable end trusses, valley sets, and layouts drawings for all models and all elevations. Supplier must submit (3) three sets of "Wet Stamped" calls to Product Develop Manager. Please be aware of what pages must be stamped for proper submittal.
3. All shop drawings and erection drawings furnished by Contractor will be signed and sealed by professional engineer registered in the State of California.
4. All gable end truss drawings will indicate which vertical members require lateral wind bracing. Truss Company to provide truss hanger schedule, not Structural Engineer.
5. All shop drawings and erection drawings provided by Contractor will include connection and bearing details, bridging and bracing details, nominal dimensions, truss configurations, lumber grade and species and magnitudes of all forces in all members.
6. All material and parts used in assembling each truss must meet all engineering specifications. Assembly of truss must arrive on job-site assembled in a quality and workmanship like manner 100% of the time.
7. Any damage as a result of improper unloading or packaging shall be the responsibility of the Contractor.
8. The Contractor will provide all required "Wet Stamped" truss repair details within five (5) days after notification by Pulte Superintendent.
9. All trusses will be marked for locations of lateral bridging or bracing.
10. All trusses will be stamped with engineering certification seal on bottom cord.
11. All trusses will be marked for house type, elevation and truss layout identification.
12. Contractor to provide all hanger straps and hurricane straps as required.


Pulte


Contractor



Project: ST. CROIX @ PERRIS
Trade: FRAMING

EXHIBIT B

13. Eave and ridge blocks with appropriate venting are included at all trussed locations. Two-hole eave blocks or screened vents will be used for venting (see EFL requirements).
14. All truss tails to be cut or shimmed so that fascia will be level, straight, and true.
15. Truss Company responsible for FAU unit space calculations. Should there be problems in the attic for proper FAU service, it is the responsibility of the Contractor and Truss Company to advise Pulte in written form prior to commencement of job.
- 16.

PAYMENT SCHEDULE:

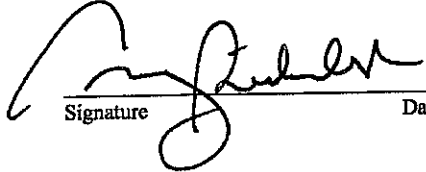
Account Category

20802
20820
20832
20834

Payment Draw

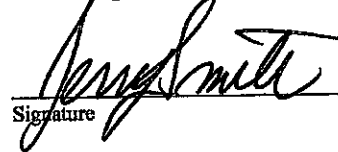
100% Frame Start (Lumber Dropped)
100% Trusses Delivered
75% Sub-floor and Roof Sheathing complete
25% Frame Inspection Complete

Pulte Home Corporation

 3.1.04

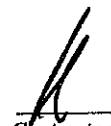
Signature Date

Framing Contractor

 02/09/07

Signature Date


Pulte


Contractor



PULTE HOMES
ST. CROIX @ PERRIS / 155 lots
PROJECT SPECIFICATIONS
February 5, 2004

0.001 GENERAL PROJECT INFORMATION:

Plans	SF
Plan 1	1947
Plan 2	2107
Plan 3	2303

Architect	Mark Gross & Associates, Inc
Building Dept	City of Perris
Civil Engineer	The Kleth Company
PT Plans	Born
Soils Report	GeoTek, Inc.
Structural Engineer	Born
Title 24	California Living & Energy
Truss Design and Engineering	Born (For Submittal purposes only)

Average Lot size	45x100, 4500sq ft
Construction Type	Wood Frame
Number of Models	3
Project Location	St.Croix at Avalon Perris, CA 92570

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0.002 CONCRETE

FOUNDATION

Post Tension Foundation	Per Structural PT Sheet & Soils Report
Foundation Concrete	Type II cement - 2500 psi
Foundation Design	5" PT reinforced concrete over 4" of 3/8" diameter gravel over visqueen
Ftgs & Edge Details	Per Structural PT Sheet & Soils Report
Hardware	Per Structural PT Sheet & Soils Report
Anchor Bolts	5/8" DIA. A.B.'s w/ square plate washers-provided by concrete contractor
Red Head Fasteners	At plate breaks & Corners by Concrete Contractor
Hardware Fixes	Specified by Engineer - Supplied & Installed by Concrete Contractor
Back Fill Plumbing Services	Shading by Plumber - Backfill (including Jetting) by Concrete Contractor
Sand for Backfill	Supplied by Concrete Contractor - Shading by Plumber
Plumbing Laterals	Sand, Shading and Backfill by Plumber

FLATWORK

Flatwork Concrete	Type II cement - 2500 psi
Driveway and Patio Design	4" thick per soils report
Walkway Design	4" thick per soils report
Expansion Joints	Reinforced concrete - 8 feet maximum, non-reinforced concrete - 5 feet maximum
Flatwork Finish	Medium Broom Finish
AC Pads	Pre-cast pad by HVAC contractor
Stoops	By Flatwork contractor @ all exterior doors
Drive Irrigation Sleeves	2- 3" Sleeves provided by Landscape Contractor
Pre Saturation	Not included as standard for Flatwork, only performed with a PO
Cluster Mailbox Pads	N/A
City Sidewalks	Not included as standard for Flatwork, only performed with a PO

PULTE HOMES
ST. CROIX @ PERRIS
February 5, 2004

0.003 FRAMING & LUMBER

Washers & Nuts for AB's	5/8" DIA. A.B.'s w/ square plate washers-provided by concrete contractor
Sole Plate	Pressure treated lumber
Wall Studs	2x4 Exterior Walls & Interior Walls @ 16" o.c. (maximum)
Plate Height	8' Downstairs, 8' Upstairs
Roof Trusses	Per Structural and Truss Manufacturer
Engineered Wood Products	Louisiana Pacific
Ridge Board	2x6 on ridges & hips
Eave Detail	Per plan
Fascia	Per plan & Elevation
Overhang	Per plan
Roof Sheeting	OSB Board (size per engineering requirements)

OTHER ITEMS

Water Heater Stand	By Framing Contractor
Mechanical Platform	By Framing Contractor
Attic Access	By Framing Contractor per plan
Mechanical walkway	By Framing Contractor
Blocking/Backing	Ceiling fans, towel bars, bath accessories, shutters
Fire Place	36" Standard
Windows & Sliding Doors	Supply and Installation by Milgard (Window Contractor)
Fasteners, Nails & Glue	By Framing Contractor
Draft Stopping & Fire Blocks	By Framing Contractor

0.004 TRIM CARPENTRY

FRONT DOOR

Manufacturer	Threma Tru
Size	8' Single
Model	FC880 Smooth Star
Style	6 Panel
Jambs	1 1/16" x 4 1/8" Finger Jointed
Weatherstrip	Q-LON, supplied and installed by Finish Carpentry Contractor

EXTERIOR DOORS

Patio Door	Supplied and installed by Window Contractor (Milgard)
Garage/House Door	20 min. Fire Rated, SCHB (Solid Core Hard Board), per code w/ self closing hlr
Garage/Out Door	1 3/4" metal, S1, 24 gauge, flush man door, jamb size @ 1 1/16" x 4 5/8"
Weatherstrip	Q-LON, supplied and installed by Finish Carpentry Contractor
French Doors	N/A

INTERIOR DOORS

Manufacturer	Door Craft or equal
Size	6'8" tall
Style	Cremona - 2 panel door with soft arch
Material	Hollow core
Texture	Wood Grain
Closet Wardrobe	Per Plan
Mater Closet Door	
Plan 1	Tyco 8000 or equal (Supplied/installed by Finish Carpenter)
Plan 2	Tyco 8000 or equal (Supplied/installed by Finish Carpenter)
Plan 3	Tyco 8000 or equal (Supplied/installed by Finish Carpenter)

DOOR HINGES

Manufacturer	Lawrence, Stanley or Hardy
Finish	Interior-US15A; Bathrooms-US26
Quantity	3 per door

BASE BOARD

#711, 2 1/2".
Standard throughout house (including garage)
Material - Finger Joint Pine
22 degree joints

DOOR CASING

Standard around all doors
Standard Bump Jamb at Bi-Pass Doors (no casing @ Bi-Pass doors)
#711, 1 5/8"
Material - Finger Joint Pine

Pulte Homes - Southern California

CONSTRUCTION ACTIVITY & TRACKING REPORT

Template	ST. CHRIS SAMPLE CONSTRUCTION SCHEDULE	Date	6/30/05
Lot / Block #			
60 Working days			



Accounting	Primary Activities	05/01/01	05/01/01	05/01/01			Secondary Activities	
P A S S E N G E R S P A C E S	Construction Release Date	05/01/01	05/01/01	05/01/01				
	Contract Lock (IC)	05/01/01	05/01/01	05/01/01				
	Garage Orientation (L/R)	L	R	L				
		PLAN/BLVD	1A	2B				
	15	FROM RELEASE TO START						
	DAY							
	1	1st Stake Complete	12/30 Mon	12/30 Mon	12/30 Mon			Pre-Construction Mtg.
	2	1st Pour - 1st Floor Slab	12/31 Tue	12/31 Tue	12/31 Tue	1/6 Sat	1/7 Sat	Order Trusses/Clean Pipe
	3	1st Pour - 2nd Floor Slab	1/1 Wed	1/1 Wed	1/1 Wed	1/6 Sat	1/6 Sat	Order Tools
	4	1st Pour - 3rd Floor Slab	1/2 Thu	1/2 Thu	1/2 Thu	1/6 Sat	1/6 Sat	Order - Windows/Roof tile
S T A G E 0 1	5	1st Pour - 4th Floor Slab	1/3 Fri	1/3 Fri	1/6 Sat	1/6 Sat	Schedule F.F. cuts	
	6	1st Pour - 5th Floor Slab	1/4 Sat	1/4 Sat	1/6 Sat	1/6 Sat		
	7	1st Pour - 6th Floor Slab	1/5 Sun	1/5 Sun	1/6 Sat	1/6 Sat	Order Est. Janitor	
	8	1st Pour - 7th Floor Slab	1/6 Mon	1/6 Mon	1/6 Sat	1/6 Sat		
	9	1st Pour - 8th Floor Slab	1/7 Tue	1/7 Tue	1/6 Sat	1/6 Sat		
	10	1st Pour - 9th Floor Slab	1/8 Wed	1/8 Wed	1/6 Sat	1/6 Sat		
	11	1st Pour - 10th Floor Slab	1/9 Thu	1/9 Thu	1/6 Sat	1/6 Sat		
	12	1st Pour - 11th Floor Slab	1/10 Fri	1/10 Fri	1/6 Sat	1/6 Sat		
	13	1st Pour - 12th Floor Slab	1/11 Sat	1/11 Sat	1/6 Sat	1/6 Sat		
	14	1st Pour - 13th Floor Slab	1/12 Sun	1/12 Sun	1/6 Sat	1/6 Sat		
S T A G E 0 2	15	1st Pour - 14th Floor Slab	1/13 Mon	1/13 Mon	1/6 Sat	1/6 Sat		
	16	1st Pour - 15th Floor Slab	1/14 Tue	1/14 Tue	1/6 Sat	1/6 Sat		
	17	1st Pour - 16th Floor Slab	1/15 Wed	1/15 Wed	1/6 Sat	1/6 Sat		
	18	1st Pour - 17th Floor Slab	1/16 Thu	1/16 Thu	1/6 Sat	1/6 Sat		
	19	1st Pour - 18th Floor Slab	1/17 Fri	1/17 Fri	1/6 Sat	1/6 Sat		
	20	1st Pour - 19th Floor Slab	1/18 Sat	1/18 Sat	1/6 Sat	1/6 Sat		
	21	1st Pour - 20th Floor Slab	1/19 Sun	1/19 Sun	1/6 Sat	1/6 Sat		
	22	1st Pour - 21st Floor Slab	1/20 Mon	1/20 Mon	1/6 Sat	1/6 Sat		
	23	1st Pour - 22nd Floor Slab	1/21 Tue	1/21 Tue	1/6 Sat	1/6 Sat		
	24	1st Pour - 23rd Floor Slab	1/22 Wed	1/22 Wed	1/6 Sat	1/6 Sat		
S T A G E 0 3	25	1st Pour - 24th Floor Slab	1/23 Thu	1/23 Thu	1/6 Sat	1/6 Sat		
	26	1st Pour - 25th Floor Slab	1/24 Fri	1/24 Fri	1/6 Sat	1/6 Sat		
	27	1st Pour - 26th Floor Slab	1/25 Sat	1/25 Sat	1/6 Sat	1/6 Sat		
	28	1st Pour - 27th Floor Slab	1/26 Sun	1/26 Sun	1/6 Sat	1/6 Sat		
	29	1st Pour - 28th Floor Slab	1/27 Mon	1/27 Mon	1/6 Sat	1/6 Sat		
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	33	1st Pour - 32nd Floor Slab	1/31 Fri	1/31 Fri	1/6 Sat	1/6 Sat		
	34	1st Pour - 33rd Floor Slab	2/1 Sat	2/1 Sat	1/6 Sat	1/6 Sat		
S T A G E 0 4	35	1st Pour - 34th Floor Slab	2/2 Sun	2/2 Sun	1/6 Sat	1/6 Sat		
	36	1st Pour - 35th Floor Slab	2/3 Mon	2/3 Mon	1/6 Sat	1/6 Sat		
	37	1st Pour - 36th Floor Slab	2/4 Tue	2/4 Tue	1/6 Sat	1/6 Sat		
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	39	1st Pour - 38th Floor Slab	2/6 Thu	2/6 Thu	1/6 Sat	1/6 Sat		
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	41	1st Pour - 40th Floor Slab	2/8 Sat	2/8 Sat	1/6 Sat	1/6 Sat		
	42	1st Pour - 41st Floor Slab	2/9 Sun	2/9 Sun	1/6 Sat	1/6 Sat		
	43	1st Pour - 42nd Floor Slab	2/10 Mon	2/10 Mon	1/6 Sat	1/6 Sat		
	44	1st Pour - 43rd Floor Slab	2/11 Tue	2/11 Tue	1/6 Sat	1/6 Sat		
S T A G E 0 5	45	1st Pour - 44th Floor Slab	2/12 Wed	2/12 Wed	1/6 Sat	1/6 Sat		
	46	1st Pour - 45th Floor Slab	2/13 Thu	2/13 Thu	1/6 Sat	1/6 Sat		
	47	1st Pour - 46th Floor Slab	2/14 Fri	2/14 Fri	1/6 Sat	1/6 Sat		
	48	1st Pour - 47th Floor Slab	2/15 Sat	2/15 Sat	1/6 Sat	1/6 Sat		
	49	1st Pour - 48th Floor Slab	2/16 Sun	2/16 Sun	1/6 Sat	1/6 Sat		
	50	1st Pour - 49th Floor Slab	2/17 Mon	2/17 Mon	1/6 Sat	1/6 Sat		
	51	1st Pour - 50th Floor Slab	2/18 Tue	2/18 Tue	1/6 Sat	1/6 Sat		
	52	1st Pour - 51st Floor Slab	2/19 Wed	2/19 Wed	1/6 Sat	1/6 Sat		
	53	1st Pour - 52nd Floor Slab	2/20 Thu	2/20 Thu	1/6 Sat	1/6 Sat		
	54	1st Pour - 53rd Floor Slab	2/21 Fri	2/21 Fri	1/6 Sat	1/6 Sat		
S T A G E 0 6	55	1st Pour - 54th Floor Slab	2/22 Sat	2/22 Sat	1/6 Sat	1/6 Sat		
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S T A G E 0 7	65	1st Pour - 64th Floor Slab	3/2 Tue	3/2 Tue	1/6 Sat	1/6 Sat		
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	69	1st Pour - 68th Floor Slab	3/6 Sat	3/6 Sat	1/6 Sat	1/6 Sat		
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	72	1st Pour - 71st Floor Slab	3/9 Tue	3/9 Tue	1/6 Sat	1/6 Sat		
	73	1st Pour - 72nd Floor Slab	3/10 Wed	3/10 Wed	1/6 Sat	1/6 Sat		
	74	1st Pour - 73rd Floor Slab	3/11 Thu	3/11 Thu	1/6 Sat	1/6 Sat		
S T A G E 0 8	75	1st Pour - 74th Floor Slab	3/12 Fri	3/12 Fri	1/6 Sat	1/6 Sat		
	76	1st Pour - 75th Floor Slab	3/13 Sat	3/13 Sat	1/6 Sat	1/6 Sat		
	77	1st Pour - 76th Floor Slab	3/14 Sun	3/14 Sun	1/6 Sat	1/6 Sat		
	78	1st Pour - 77th Floor Slab	3/15 Mon	3/15 Mon	1/6 Sat	1/6 Sat		
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	82	1st Pour - 81st Floor Slab	3/19 Fri	3/19 Fri	1/6 Sat	1/6 Sat		
	83	1st Pour - 82nd Floor Slab	3/20 Sat	3/20 Sat	1/6 Sat	1/6 Sat		
	84	1st Pour - 83rd Floor Slab	3/21 Sun	3/21 Sun	1/6 Sat	1/6 Sat		
S T A G E 0 9	85	1st Pour - 84th Floor Slab	3/22 Mon	3/22 Mon	1/6 Sat	1/6 Sat		
	86	1st Pour - 85th Floor Slab	3/23 Tue	3/23 Tue	1/6 Sat	1/6 Sat		
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	88	1st Pour - 87th Floor Slab	3/25 Thu	3/25 Thu	1/6 Sat	1/6 Sat		
	89	1st Pour - 88th Floor Slab	3/26 Fri	3/26 Fri	1/6 Sat	1/6 Sat		
	90	1st Pour - 89th Floor Slab	3/27 Sat	3/27 Sat	1/6 Sat	1/6 Sat		
	91	1st Pour - 90th Floor Slab	3/28 Sun	3/28 Sun	1/6 Sat	1/6 Sat		
	92	1st Pour - 91st Floor Slab	3/29 Mon	3/29 Mon	1/6 Sat	1/6 Sat		
	93	1st Pour - 92nd Floor Slab	3/30 Tue	3/30 Tue	1/6 Sat	1/6 Sat		
	94	1st Pour - 93rd Floor Slab	3/31 Wed	3/31 Wed	1/6 Sat	1/6 Sat		
S T A G E 1 0	95	1st Pour - 94th Floor Slab	4/1 Thu	4/1 Thu	1/6 Sat	1/6 Sat		
	96	1st Pour - 95th Floor Slab	4/2 Fri	4/2 Fri	1/6 Sat	1/6 Sat		
	97	1st Pour - 96th Floor Slab	4/3 Sat	4/3 Sat	1/6 Sat	1/6 Sat		
	98	1st Pour - 97th Floor Slab	4/4 Sun	4/4 Sun	1/6 Sat	1/6 Sat		
	99	1st Pour - 98th Floor Slab	4/5 Mon	4/5 Mon	1/6 Sat	1/6 Sat		
	100	1st Pour - 99th Floor Slab	4/6 Tue	4/6 Tue	1/6 Sat	1/6 Sat		
	101	1st Pour - 100th Floor Slab	4/7 Wed	4/7 Wed	1/6 Sat	1/6 Sat		
	102	1st Pour - 101st Floor Slab	4/8 Thu	4/8 Thu	1/6 Sat	1/6 Sat		
	103	1st Pour - 102nd Floor Slab	4/9 Fri	4/9 Fri	1/6 Sat	1/6 Sat		
	104	1st Pour - 103rd Floor Slab	4/10 Sat	4/10 Sat	1/6 Sat	1/6 Sat		
S T A G E 1 1	105	1st Pour - 104th Floor Slab	4/11 Sun	4/11 Sun	1/6 Sat	1/6 Sat		
	106	1st Pour - 105th Floor Slab	4/12 Mon	4/12 Mon	1/6 Sat	1/6 Sat		
	107	1st Pour - 106th Floor Slab	4/13 Tue	4/13 Tue	1/6 Sat	1/6 Sat		
	108	1st Pour - 107th Floor Slab	4/14 Wed	4/14 Wed	1/6 Sat	1/6 Sat		
	109	1st Pour - 108th Floor Slab	4/15 Thu	4/15 Thu	1/6 Sat	1/6 Sat		
	110	1st Pour - 109th Floor Slab	4/16 Fri	4/16 Fri	1/6 Sat	1/6 Sat		
	111	1st Pour - 110th Floor Slab	4/17 Sat	4/17 Sat	1/6 Sat	1/6 Sat		
	112	1st Pour - 111th Floor Slab	4/18 Sun	4/18 Sun	1/6 Sat	1/6 Sat		
	113	1st Pour - 112th Floor Slab	4/19 Mon	4/19 Mon	1/6 Sat	1/6 Sat		
	114	1st Pour - 113th Floor Slab	4/20 Tue	4/20 Tue	1/6 Sat	1/6 Sat		
S T A G E 1 2	115	1st Pour - 114th Floor Slab	4/21 Wed	4/21 Wed	1/6 Sat	1/6 Sat		
	116	1st Pour - 115th Floor Slab	4/22 Thu	4/22 Thu	1/6 Sat	1/6 Sat		
	117	1st Pour - 116th Floor Slab	4/23 Fri	4/23 Fri	1/6 Sat	1/6 Sat		
	118	1st Pour - 117th Floor Slab	4/24 Sat	4/24 Sat	1/6 Sat	1/6 Sat		
	119	1st Pour - 118th Floor Slab	4/25 Sun	4/25 Sun	1/6 Sat	1/6 Sat		
	120	1st Pour - 119th Floor Slab	4/26 Mon	4/26 Mon	1/6 Sat	1/6 Sat		
	121	1st Pour - 120th Floor Slab	4/27 Tue	4/27 Tue	1/6 Sat	1/6 Sat		
	122	1st Pour - 121st Floor Slab	4/28 Wed	4/28 Wed	1/6 Sat	1/6 Sat		
	123	1st Pour - 122nd Floor Slab	4/29 Thu	4/29 Thu	1/6 Sat	1/6 Sat		
	124	1st Pour - 123rd Floor Slab	4/30 Fri	4/30 Fri	1/6 Sat	1/6 Sat		
S T A G E 1 3	125	1st Pour - 124th Floor Slab	5/1 Sat	5/1 Sat	1/6 Sat	1/6 Sat		
	126	1st Pour - 125th Floor Slab	5/2 Sun	5/2 Sun	1/6 Sat	1/6 Sat		
	127	1st Pour - 126th Floor Slab	5/3 Mon	5/3 Mon	1/6 Sat	1/6 Sat		
	128	1st Pour - 127th Floor Slab	5/4 Tue	5/4 Tue	1/6 Sat	1/6 Sat		
	129	1st Pour - 128th Floor Slab	5/5 Wed	5/5 Wed	1/6 Sat	1/6 Sat		
	130	1st Pour - 129th Floor Slab	5/6 Thu	5/6 Thu	1/6 Sat	1/6 Sat		
	131	1st Pour - 130th Floor Slab	5/7 Fri	5/7 Fri	1/6 Sat	1/6 Sat		
	132	1st Pour - 131st Floor Slab	5/8 Sat	5/8 Sat	1/6 Sat	1/6 Sat		
	133	1st Pour - 132nd Floor Slab	5/9 Sun	5/9 Sun	1/6 Sat	1/6 Sat		
	134	1st Pour - 133rd Floor Slab	5/10 Mon	5/10 Mon	1/6 Sat	1/6 Sat		
S T A G E 1 4	135	1st Pour - 134th Floor Slab	5/11 Tue	5/11 Tue	1/6 Sat	1/6 Sat		
	136	1st Pour - 135th Floor Slab	5/12 Wed	5/12 Wed	1/6 Sat	1/6 Sat		
	137	1st Pour - 136th Floor Slab	5/13 Thu	5/13 Thu	1/6 Sat	1/6 Sat		
	138	1st Pour - 137th Floor Slab	5/14 Fri	5/14 Fri	1/6 Sat	1/6 Sat		
	139	1st Pour - 138th Floor Slab	5/15 Sat	5/15 Sat	1/6 Sat	1/6 Sat		
	140	1st Pour - 139th Floor Slab	5/16 Sun	5/16 Sun	1/6 Sat	1/6 Sat		
	141	1st Pour - 140th Floor Slab	5/17 Mon	5/17 Mon	1/6 Sat	1/6 Sat		
	142	1st Pour - 141st Floor Slab	5/18 Tue	5/18 Tue	1/6 Sat	1/6 Sat		
	143	1st Pour - 142nd Floor Slab	5/19 Wed	5/19 Wed	1/6 Sat	1/6 Sat		
	144	1st Pour - 143rd Floor Slab	5/20 Thu	5/20 Thu	1/6 Sat	1/6 Sat		
S T A G E 1 5	145	1st Pour - 144th Floor Slab	5/21 Fri	5/21 Fri	1/6 Sat	1/6 Sat		
	146	1st Pour - 145th Floor Slab	5/22 Sat	5/22 Sat	1/6 Sat	1/6 Sat		
	147	1st Pour - 146th Floor Slab	5/23 Sun	5/23 Sun	1/6 Sat	1/6 Sat		
	148	1st Pour - 147th Floor Slab	5/24 Mon	5/24 Mon	1/6 Sat	1/6 Sat		
	149	1st Pour - 148th Floor Slab	5/25 Tue	5/25 Tue	1/6 Sat	1/6 Sat		
	150	1st Pour - 149th Floor Slab	5/26 Wed	5/26 Wed				

10/00/03

Contact Name:
Contact Phone:
Contact Phone:
Office Fax:



Pulte Initial

Vendor Initials

PUL-AQ 00008093

EXHIBIT D

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2004

PRODUCER (619)584-6400 FAX (619)584-6425
Westland Insurance Brokers
3838 Camino Del Rio North #315
P.O. Box 85481
San Diego, CA 92186-5481
INSURED HNR Framing Systems, Inc.
13465 Gregg Street
Poway, CA 92064

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 #

INSURER A: Lloyds of London/ B&R

32727

INSURER B: Golden Eagle Insurance Corp.

INSURER C: NAT'L UNION FIRE INS CO OF PA

19445

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 ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	A4/7504/117	01/23/2004	07/23/2005	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	CBP9521047	10/01/2003	10/01/2004	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC6435928	10/01/2003	10/01/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: St. Croix

Certificate Holder is named additional insured on All California operations with respect to work performed by the named insured for the certificate holder as required by written contract per attached CG2010 10/93. Liability does not apply to any project covered under "Wrap" OCIP program.

*10 Day Notice of Cancellation for Non Payment of Premium

CERTIFICATE HOLDER

Pulte Home Corporation
Attn: Sandy
5993 AVENIDA ENCINAS, STE. 101
CARLSBAD, CA 92008

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Patrick Reilly/LESLIE

©ACORD CORPORATION 1988

ACORD 25 (2001/08)

PUL-AQ 00009832

POLICY NUMBER: A4/7504/117 COMMERCIAL GENERAL LIABILITY

Named Insured: HnR Framing Systems, Inc.

Effective: 1/23/04 to 7/23/05

Company: Lloyds of London

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

COMMERCIAL GENERAL LIABILITY PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

SCHEDULE

Name of Person or Organization:

Where Required By Written Contract

PULTE HOME CORPORATION

RE: ST. CROIX

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

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 ongoing operations performed for that insured.

It is hereby understood & agreed that such coverage as is afforded shall not apply to liability arising out of any project insured under a (Wrap-Up) or similar rating plan.

CG 20 10 10 93 (Amended)

Copyright, Insurance Services Office, Inc., 1992

PUL-AQ 00009833

DATE (MM/DD/YYYY)
04/01/2004

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 #	327
--------	-----

INSURER A: Lloyds of London/ B&R

INSURER B: Golden Eagle Insurance Corp.

INSURER C: NAT'L UNION FIRE INS CO OF PA

INSURER D:

INSURER-E

COVERAGES

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.

POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY THE									
INSR ADD'L LTR INSR		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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	A4/7504/117	01/23/2004	07/23/2005	EACH OCCURRENCE	\$ 1,000,000		
		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 - COM/OP AGG				\$ 1,000,000			
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CBP9521047	10/01/2003	10/01/2004	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
		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 <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$		
						AGGREGATE	\$		
							\$		
							\$		
							\$		
								\$	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC6435928	10/01/2003	10/01/2004	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER			
		E.L. EACH ACCIDENT				\$ 1,000,000			
		E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000			
		E.L. DISEASE - POLICY LIMIT				\$ 1,000,000			
		OTHER							

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

Re: St. Austel

Certificate Holder Named Additional Insured per CG2010 1093 form attached

*Except 10 Day Notice of Cancellation for Non Payment of Premium

CERTIFICATE HOLDER

Pulte Home Corporation
Attn: Sandy
18401 Von Karman
Ste. 200
Irvine, CA 92612

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Patrick Reilly/LESLIE

©ACORD CORPORATION 1988

POLICY NUMBER: A4/7504/117 COMMERCIAL GENERAL LIABILITY
Named Insured: HnR Framing Systems, Inc.
Effective: 1/23/04 to 7/23/05
Company: Lloyds of London

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

COMMERCIAL GENERAL LIABILITY PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

SCHEDULE

Name of Person or Organization:

Where Required By Written Contract
PULTE HOME CORPORATION
Re: St. Austel

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

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 ongoing operations performed for that insured.

It is hereby understood & agreed that such coverage as is afforded shall not apply to liability arising out of any project insured under a (Wrap-Up) or similar rating plan.

CG 20 10 10 93 (Amended)

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PUL-AQ 00009835

EXHIBIT E

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 18 2009

MILSTEIN, ADELMAN, & KREGER LLP

2800 Donald Douglas Loop North

Santa Monica, California 90405

Telephone: (310) 396-9600

Fax: (310) 396-9635

Fred M. Adelman, SBN 131658

Attorneys for Plaintiffs,

Juan & Paola Aquino, et al.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

RIC 534230

CASE NO.:

COMPLAINT FOR DAMAGES:

1. **STRICT PRODUCTS LIABILITY**
2. **STRICT PRODUCTS LIABILITY
(COMPONENT PRODUCTS)**
3. **VIOLATION OF BUILDING
STANDARDS AS SET FORTH IN
CALIFORNIA CIVIL CODE §896**
4. **BREACH OF IMPLIED WARRANTY
(MERCHANTABILITY)**
5. **BREACH OF CONTRACT**
6. **NEGLIGENCE**
7. **BREACH OF EXPRESS WARRANTY**

FILED BY FAX
CRC 2005

JUAN & PAOLA AQUINO; ROBERT ALLEN;
DEBBIE ALLEN; MARJORIE ALLUMS; LORI
BAUGH; SUSANA & JASON BENNETT;
JULIE BONEY; CAROL BOUYER; JORGE
CABRERA; JUAN JOSE & MARIA CAMPOS;
JULISSA CISNEROS-ANELLO; THOMAS &
DELIA CORREA; MARIA CUADERNO;
ANTHONY & LISA CURRAN; ANGELICA
DIAZ; LAWRENCE A. DIAZ; THOMAS
FELCH; TRENT FRANKLIN; GUILLERMO
GASTELO; NOLAN & TAMMY GEDDES;
ALBERTO GONZALEZ; JENNIFER HARRIS;
KRISHNA HINDERLITER; BARBARA JO
BAIZ; CYNTHIA JOLENE; DAVID &
MARTHA LADA; RUBEN & LUISA LOPEZ;
JULIA LOPEZ; RICHARD & PATRICIA
LUNA; ALEX T. & MARTHA MOHAMEL;
HECTOR & ADRIANA MOJICA; SHERRY &
JAMES MONTTOOTH; STEPHANIE &
CHRISTINE MOORE; WILLIAM E. MORRIS;
DANIEL NORRIS; JESUS A. PABLO;
PAMELA PEREZ; JUAN L. & ADRIANA
PORTILLO; IRA & LILIA PUPKO; RAMIRO &
LAURA QUEZADA; ROBERT & TAMI REY;
RAYMOND & MARYNA RINGENBERG;
CIRENIO ROBLES; CIRENIO ROBLES;
GREGORIO & MARIA LOURDES ROSALES;
PHILLIS SCOTT; CHANNARY ELIZABETH
SEI; ROBERT & ROSARIE C. SIUDYM;
WILLIAM SKAGGS; EVEREST & GLORIA
KWOK STRIPLING; JAMES & ERLINDA
STYLES; JAMES & NANCITA TICHACEK;
LANH TRAN; OSCAR URBANITA;
EDUARDO URBANO; J ROSARIO &
LIZETTE VARGAS; CARYN VRANICH;
JOHN WINTERS; MIGUEL PENALVER &
BERONICA ROMAN; GEORGE YOUNG &

ADEKEMI ALADESANMI ; RAID KANAN &
SALWA ALNAJJAR ; GONZALO MAGANA
& MAYRA F. LOPEZ ; JOSE G. SERRANO &
MAURETT E. MORALES,

Plaintiffs,

vs.

PULTE HOME CORPORATION, a Michigan
Corporation, AND DOES 1- 1000, INCLUSIVE.

Defendants.

Plaintiffs allege:

1. Plaintiffs are individuals residing in the County of Riverside, State of California.
2. The subjects of this action are the land with single family dwellings and other improvements thereon, owned by Plaintiffs respectively, (hereinafter collectively referred to as the "PROPERTY") located in the County of Riverside, State of California, described as follows:

1	Juan & Paola Aquino	1355 Great Pond Ct , Perris, Ca 92571	22843	73
2	Robert Allen	3492 Landrew Rd , Perris, Ca 92571	22837	89
3	Debbie Allen	3950 Bluff St , Perris, Ca 92571	22843	23
4	Marjorie Allums	1891 Brockstone Dr , Perris, Ca 92571	22835	77
5	Lori Baugh	3511 Saint Austell Way, Perris, Ca 92571	22837	29
6	Susana & Jason Bennett	1699 Dennison St , Perris, Ca 92571	22837	13
7	Julie Boney	3953 Cane Bay Ln , Perris, Ca 92571	22844	7
8	Carol Bouyer	3613 Whieldon Dr , Perris, Ca 92571	22835	49
9	Jorge Cabrera	3603 Landrew Rd , Perris, Ca 92571	22837	83
10	Juan Jose & Maria Campos	3505 Whieldon Dr , Perris, Ca 92571	22835	58
11	Julissa Cisneros-Anello	3548 Whieldon Dr , Perris, Ca 92571	22835	31
12	Thomas & Delia Correa	1306 Cane Bay Ln , Perris, Ca 92571	22843	18
13	Maria Cuaderno	3860 Bluff St , Perris, Ca 92571	22843	38
14	Anthony & Lisa Curran	1717 Ropehaven Ct , Perris, Ca 92571	22837	74
15	Angelica Diaz	3534 Cromwell Ct , Perris, Ca 92571	22835	103
16	Lawrence A. Diaz	3709 Whieldon Dr , Perris, Ca 92571	22835	41
17	Thomas Felch	3608 Whieldon Dr , Perris, Ca 92571	22835	36
18	Trent Franklin	3977 Barbury Palms Way, Perris, Ca 92571	22835	117
19	Guillermo Gastelo	3987 Barbury Palms Way, Perris, Ca 92571	22835	112
20	Nolan & Tammy Geddes	3886 Salt River Ln , Perris, Ca 92571	22843	52
21	Alberto Gonzalez	3490 Cromwell Ct , Perris, Ca 92571	22835	101
22	Jennifer Harris	1732 Dobell St , Perris, Ca 92571	22837	50
23	Krishna Hinderliter	1725 Ropehaven Ct , Perris, Ca 92571	22837	75

1	24	Barbara Jo Baiz	1907 Brockstone Dr , Perris, Ca 92571	22835	75
	25	Cynthia Jolene	3424 Cromwell Ct , Perris, Ca 92571	22835	98
2	26	David & Martha Lada	1747 Dennison St , Perris, Ca 92571	22837	19
3	27	Ruben & Luisa Lopez	3968 Bluff St , Perris, Ca 92571	22843	20
	28	Julia Lopez	1745 Dobell St , Perris, Ca 92571	22837	59
4	29	Richard & Patricia Luna	1923 Brockstone Dr , Perris, Ca 92571	22835	73
	30	Alex T. & Martha Mohamel	3426 Landrew Rd , Perris, Ca 92571	22837	92
5	31	Hector & Adriana Mojica	1888 Brockstone Dr , Perris, Ca 92571	22835	20
6	32	Sherry & James Montooth	3428 Saint Austell Way, Perris, Ca 92571	22837	68
	33	Stephanie & Christine Moore	3633 Lostwood Ct , Perris, Ca 92571	22837	109
7	34	William E. Morris	1875 Brockstone Dr , Perris, Ca 92571	22835	79
8	35	Daniel Norris	3533 Saint Austell Way, Perris, Ca 92571	22837	30
	36	Jesus A. Pablo	3957 Strand Way , Perris, Ca 92571	22844	44
9	37	Pamela Perez	3982 Barbury Palms Way, Perris, Ca 92571	22835	1
	38	Juan L. & Adriana Portillo	1360 Cane Bay Ln , Perris, Ca 92571	22843	9
10	39	Ira & Lilia Pupko	1756 Dobell St , Perris, Ca 92571	22837	47
11	40	Ramiro & Laura Quezada	3421 Whieldon Dr , Perris, Ca 92571	22835	65
12	41	Robert & Tami Rey	3941 Cane Bay Ln , Perris, Ca 92571	22844	9
	42	Raymond & Maryna Ringenberg	1619 Dennison St , Perris, Ca 92571	22837	3
13	43	Cirenio Robles	3494 Saint Austell Way, Perris, Ca 92571	22837	65
	44	Cirenio Robles	1741 Ropehaven Ct , Perris, Ca 92571	22837	77
14	45	Gregorio & Maria Lourdes Rosales	3673 Whieldon Dr , Perris, Ca 92571	22835	44
15	46	Phillis Scott	3552 Chatsworth Way , Perris, Ca 92571	22835	8
	47	Channary Elizabeth Sei	3643 Saint Austell Way, Perris, Ca 92571	22837	34
16	48	Robert & Rosarie C. Siudym	1707 Dennison St , Perris, Ca 92571	22837	14
17	49	William Skaggs	3944 Bluff St , Perris, Ca 92571	22843	24
	50	Everest & Gloria Kwok Stripling	3969 Strand Way , Perris, Ca 92571	22844	42
18	51	James & Erlinda Styles	3574 Poltair Dr , Perris, Ca 92571	22835	89
19	52	James & Nancita Tichacek	3559 Landrew Rd , Perris, Ca 92571	22837	81
	53	Lanh Tran	3868 Salt River Ln , Perris, Ca 92571	22843	55
20	54	Oscar Urbanita	3988 Barbury Palms Way, Perris, Ca 92571	22835	4
21	55	Eduardo Urbano	3536 Whieldon Dr , Perris, Ca 92571	22835	30
	56	J Rosario & Lizette Vargas	3581 Landrew Rd , Perris, Ca 92571	22837	82
22	57	Caryn Vranich	3847 Salt River Ln , Perris, Ca 92571	22843	59
	58	John Winters	3226 Lostwood Ct , Perris, Ca 92571	22837	113
23	59	Miguel Penalver & Beronica Roman	3577 Whieldon Dr , Perris, Ca 92571	22835	52
24		George Young & Adekemi			
	60	Aladesanmi	3459 Cromwell Ct , Perris, Ca 92571	22835	95
25	61	Raid Kanan & Salwa Alnajjar	1755 Dennison St , Perris, Ca 92571	22837	20
26	62	Gonzalo Magana & Mayra F. Lopez	3954 Strand Way , Perris, Ca 92571	22844	40
		Jose G. Serrano & Maurett E.			
27	63	Morales	3932 Bluff St , Perris, Ca 92571	22843	26
28					

3. Plaintiffs are informed and believe and based thereon allege that at all times herein mentioned and material hereto that Defendant PULTE HOME CORPORATION, a Michigan Corporation, was and is a corporation authorized to conduct business in California and engaged in business in the County of Riverside and were the developers and/or general contractors of the PROPERTY and the project(s) within which the PROPERTY is located.

4. The names and capacities, whether individual, corporate, associate or otherwise of certain developers, builders, general contractors, subcontractors and/or their alter egos sued herein as DOES 1 through 100 inclusive, are presently unknown, and Plaintiffs will amend the Complaint to insert the same when ascertained. Plaintiffs are informed and believe and based thereon allege that each of these Defendants was a resident of said County and State and/or have principal offices or were doing business in said County and State and were and are responsible in some way for the happenings and damages alleged in this complaint. Said Defendants, along with the Defendants named above, will hereinafter be referred to as the **"DEVELOPER DEFENDANTS."**

5. In order to build and construct said PROPERTY and project(s) the DEVELOPER DEFENDANTS hired, retained, employed, or contracted for the services of certain persons or entities to plan, design, and prepare drawings and specifications for the building of the PROPERTY and project. The identities of said persons or entities, whether individual, corporate or otherwise, sued herein as Does 101 through 200, are presently unknown to Plaintiffs who therefore sue such persons by their fictitious names. Plaintiffs are informed and believe and thereon allege that said persons or entities are wholly or in some part responsible for the occurrences set forth in the complaint. These Defendants will hereinafter be referred to as the **"DESIGN DEFENDANTS."**

6. In order to build and construct said project the DEVELOPER DEFENDANTS hired, retained, employed, or contracted with persons or entities to provide for labor and materials in the construction of the PROPERTY and project(s). The identities of said persons or entities, whether individual, corporate, or otherwise, sued herein as Does 201 through 400 are presently unknown to Plaintiffs who therefore sue such persons by their fictitious names. Plaintiffs are informed and believe and thereon allege that said persons or entities are wholly or in some part responsible for the

1 occurrences set for in the Complaint in accordance with their individual scope of work. These
2 Defendants will herein after be referred to as the "CONTRACTOR DEFENDANTS."

3 7. Plaintiffs are informed and believe and based thereon allege that there were other
4 persons and entities involved in the planning, design, construction, maintenance, repairs, and sale of
5 the PROPERTY and project(s). The identities of said persons or entities, whether individual,
6 corporate, or otherwise, sued herein as Does 401-1000 are presently unknown to Plaintiffs who
7 therefore sue such persons by their fictitious names. Plaintiffs are informed and believe and thereon
8 allege that said persons or entities are wholly or in some part responsible for the occurrences set
9 forth in the complaint. Plaintiffs are informed and believe and based thereon allege that at all times
10 herein mentioned Defendants and each of them were the agents, servants, employees, assistants and
11 consultants of their co-Defendants and were as such acting within the course and scope of their
12 agency and authority of such agency and employment.

13
14 **FIRST CAUSE OF ACTION**

15 **STRICT PRODUCTS LIABILITY**

16 (ONLY AS TO PLAINTIFFS NOT SUBJECT TO CALIFORNIA CIVIL CODE §896 vs. DEVELOPER
17 DEFENDANTS)

18 8. Plaintiffs repeat and reallege Paragraphs 1 through 7 inclusive, and incorporate the
19 same as if set forth herein at length.

20 9. DEVELOPER DEFENDANTS and each of them, at all times herein mentioned were
21 in the business of developing and mass producing and/or distributing homes in and, within the
22 County where the PROPERTIES are located, and selling them to members of the public at large.

23 10. Within the last ten years, the DEVELOPER DEFENDANTS and each of them,
24 developed and mass produced the PROPERTY and/or otherwise participated in the stream of
25 commerce for sale of the PROPERTY and in the projects where the PROPERTY is located.

26 11. At all times herein mentioned and material hereto, DEVELOPER DEFENDANTS
27 knew and intended that the PROPERTY would be purchased by members of the public at large, and
28 used by them without further inspection for defects.

1 12. Plaintiffs purchased the PROPERTY from said DEVELOPER DEFENDANTS and
2 moved into it with their families.

3 13. At the time of the purchase by Plaintiffs, the PROPERTY was defective and unfit for
4 its intended purposes because Defendants did not construct the PROPERTY in a workmanlike
5 manner as manifested by, but not limited to, numerous defects which have resulted in damage to the
6 homes and their component parts. The defects include, without limitation and to various degrees on
7 the plaintiffs' respective residences, the following:

8 Faulty soil compaction, faulty existing underlying soils and expansive
9 soils resulting in soil movement and damage to the structures, concrete
10 slabs, flatwork and foundation defects; plumbing defects; electrical
11 defects; drainage defects; roof defects; HVAC defects; waterproofing
12 defects; window and door defects; landscaping and irrigation defects;
13 framing, siding and structural defects; ceramic tile, vinyl flooring and
14 countertop defects; drywall defects; fence and retaining wall defects;
15 cabinet and wood trim defects; fireplace and chimney defects; tub and
16 shower door defects; painting defects; sheet metal defects; and stucco
17 defects.

18 14. The above-specified claims involve predominantly common questions of law or fact,
19 are typical of claims attributable to other residences in tract(s) 22835, 22837, 22843 and 22844,
20 ("the project"), and adequately represent all other homeowners in the project(s) in which the
21 property is located.

22 15. The Plaintiffs gave and/or attempted to give DEVELOPER DEFENDANTS due and
23 timely notice of the defective quality of the above mentioned items.

24 16. The defects alleged herein above are defects that were not apparent by reasonable
25 inspection of the PROPERTY at the time of the purchase. The defects thereafter manifested.

26 17. Because of the defective conditions of the PROPERTY as herein above alleged,
27 Plaintiffs have been specifically damaged in the following ways, as well as others which will be
28 inserted with leave of court when ascertained:

- 1 A) Plaintiffs will be forced to incur expenses for the restoration and repairs of the
2 PROPERTY to cure the damage, defects and/or deficiencies. The exact amount of
3 the damages is presently unknown, except that the costs will exceed the sum of
4 \$100,000 per home.
- 5 B) Plaintiffs have been damaged through the diminution in value of the PROPERTY.
6 Plaintiffs are unaware of the precise amount of such damage but will establish such
7 amount at time of trial.
- 8 C) Plaintiffs have been forced to retain expert consultants to analyze and determine the
9 method of repairing the aforementioned defects and damage. Plaintiffs are unaware
10 of the precise amount of such damage but will establish such amount at time of trial.
- 11 18. DEVELOPER DEFENDANTS, and each of them, as developers, mass producers,
12 builders and sellers and/or otherwise within the stream of commerce are strictly liable and
13 responsible to Plaintiffs for all damage suffered as a result of the above described damage, defects
14 and deficiencies in the PROPERTY.

15
16 **SECOND CAUSE OF ACTION**

17 **STRICT PRODUCTS LIABILITY**

18 (ONLY AS TO PLAINTIFFS NOT SUBJECT TO CALIFORNIA CIVIL CODE §896 vs. CONTRACTOR
19 COMPONENT PRODUCT MANUFACTURER DEFENDANTS ONLY)

- 20 19. Plaintiffs incorporate by reference all previous paragraphs of this complaint as
21 though set forth in full herein.
- 22 20. COMPONENT PRODUCT MANUFACTURER DEFENDANTS and each of them,
23 at all times herein mentioned were in the business of designing, and mass manufacturing, producing,
24 distributing, selling and reselling the SUBJECT COMPONENT PRODUCTS, within the County
25 where the PROPERTIES are located, for their installation into the PROPERTY.
- 26 21. Within the last ten years, the COMPONENT PRODUCT MANUFACTURER
27 DEFENDANTS and each of them, designed, developed, assembled, manufactured, marketed, mass
28 produced, distributed, sold and resold the SUBJECT COMPONENT PRODUCTS and/or otherwise

1 participated in the stream of commerce for sale of the SUBJECT COMPONENT PRODUCTS that
2 were installed into the PROPERTY.

3 22. At all times herein mentioned and material hereto, COMPONENT PRODUCT
4 MANUFACTURER DEFENDANTS knew and intended that the PROPERTY would be purchased
5 by members of the public at large, and used by them without further inspection for defects.

6 23. The SUBJECT COMPONENT PRODUCTS are finished consumer products.

7 24. COMPONENT PRODUCT MANUFACTURER DEFENDANTS sold the
8 SUBJECT COMPONENT PRODUCTS.

9 25. SUBJECT COMPONENT PRODUCTS were installed in the PROPERTY. Those
10 SUBJECT COMPONENT PRODUCTS include, but are not limited to the following:

11 windows, exterior/interior doors, sliding glass doors, garage
12 doors/automatic garage door opening systems, shower/tub enclosures,
13 shower doors, bathtubs, sinks, toilets, light fixtures, power distribution
14 panels, HVAC units, compressors, security systems, irrigation systems

15 26. PLAINTIFFS own the PROPERTIES and by doing so, purchased the SUBJECT
16 COMPONENT PRODUCTS. At all times herein mentioned and material hereto, COMPONENT
17 PRODUCT MANUFACTURER DEFENDANTS knew and intended that the PROPERTIES and
18 the SUBJECT COMPONENT PRODUCTS would be purchased by the PLAINTIFFS.

19 27. PLAINTIFFS are lay people and lack the knowledge and understanding to inspect the
20 SUBJECT COMPONENT PRODUCTS and to understand whether said component products have
21 any defects. PLAINTIFFS lacked the ability to test the subject component products, to know
22 whether a defect did exist at the time they purchased their PROPERTIES and /or the SUBJECT
23 COMPONENT PRODUCTS.

24 28. At the time each of the SUBJECT COMPONENT PRODUCTS left COMPONENT
25 PRODUCT MANUFACTURER DEFENDANTS' custody, control or possession, each SUBJECT
26 COMPONENT PRODUCTS was defective and unfit for its intended purposes because the
27 SUBJECT COMPONENT PRODUCTS contained defects in their design, parts, materials used to
28 manufacture them, and how they were manufactured, which have resulted in foreseeable damage to

the PROPERTIES and the parts of the SUBJECT COMPONENT PRODUCTS that were the defects and parts that were not the defects.

29. The defects in the SUBJECT COMPONENT PRODUCTS design, parts and materials used to manufacture them, and how they were manufactured, existed at the time the SUBJECT COMPONENT PRODUCTS left the possession and control of COMPONENT PRODUCT MANUFACTURER DEFENDANTS and were and are common to each of the respective SUBJECT COMPONENT PRODUCTS.

30. The defects in the SUBJECT COMPONENT PRODUCTS have caused water intrusion and penetration into the wall systems, cavities and the interior of PLAINTIFFS' PROPERTIES and are, and have caused the following resultant PROPERTY damage, including but not limited to:

- a) Damage to interior drywall of PLAINTIFFS' PROPERTY;
- b) Damage to perimeter wall systems of PLAINTIFFS' PROPERTY; and
- c) Damage to the wall systems, cavities and the interior of PLAINTIFFS' PROPERTY.

This intrusion, penetration, and damage occurred in each named PLAINTIFFS' PROPERTY.

31. PLAINTIFFS have also suffered the following damages in addition to all other damage alleged in this Complaint as follows:

A) PLAINTIFFS will be forced to incur expenses for the restoration and repairs of the PROPERTY to cure the damage, defects and/or deficiencies caused by the SUBJECT COMPONENT PRODUCTS. PLAINTIFFS are unaware of the precise amount of such damage but will establish such amount at time of trial; and

B) PLAINTIFFS have been damaged through the cost to repair or replace the SUBJECT COMPONENT PRODUCTS. PLAINTIFFS are unaware of the precise amount of such damage but will establish such amount at time of trial; and

C) Plaintiffs have been damaged through the diminution in value of the PROPERTY caused by the SUBJECT COMPONENT PRODUCTS. Plaintiffs are unaware of the precise amount of such damage but will establish such amount at time of trial; and

1 D) PLAINTIFFS have been forced to retain expert consultants to analyze and determine
2 the method of repairing the aforementioned defective SUBJECT COMPONENT PRODUCTS.
3 PLAINTIFFS are unaware of the precise amount of such damage but will establish such amount at
4 time of trial.

5 32. The defects alleged hereinabove are defects that were not apparent to PLAINTIFFS
6 by reasonable inspection of the PROPERTY and the SUBJECT COMPONENT PRODUCTS before
7 or at the time PLAINTIFFS individually purchased the SUBJECT COMPONENT PRODUCTS or
8 purchased their PROPERTY.

9 33. Because of the defective design and conditions of the SUBJECT COMPONENT
10 PRODUCTS, as herein alleged, PLAINTIFFS, and each of them, have the defective SUBJECT
11 COMPONENT PRODUCTS in their PROPERTY that need to be removed and replaced with non-
12 defective component products and have damage in and to their PROPERTY caused by the
13 SUBJECT COMPONENT PRODUCTS.

14 34. COMPONENT PRODUCT MANUFACTURER DEFENDANTS, and each of them,
15 as manufacturers, mass producers, distributors and sellers of the SUBJECT COMPONENT
16 PRODUCTS, and/or otherwise having placed their SUBJECT COMPONENT PRODUCTS within
17 the stream of commerce, are strictly liable and responsible to PLAINTIFFS for all damage(s)
18 suffered as a result of the above described defects and deficiencies in the SUBJECT COMPONENT
19 PRODUCTS.

20
21 **THIRD CAUSE OF ACTION**

22 **VIOLATION OF BUILDING STANDARDS**

23 **AS SET FORTH IN CALIFORNIA CIVIL CODE § 896**

24 (ONLY AS TO PLAINTIFFS SUBJECT TO CALIFORNIA CIVIL CODE § 896 vs. ALL DEFENDANTS)

25 35. Plaintiffs incorporate by reference all previous paragraphs of this complaint as
26 though set forth in full herein.

27 36. Plaintiffs and each of them, purchased the PROPERTY on or after January 1, 2003.
28

1 37. Defendant, PULTE HOME CORPORATION'S pre litigation procedures are per se
2 unconscionable, unenforceable, and violate public policy as well.

3 38. Defendant, PULTE HOME CORPORATION'S failed to comply with material
4 provisions of Civil Code Section 900 et seq. As such, Plaintiffs properly bring their action pursuant
5 to Civil Code Sections 912(i), 920, and 930.

6 39. DEVELOPER DEFENDANTS and each of them, at all times herein mentioned were
7 in the business of developing and mass producing and/or distributing homes in and, within
8 Sacramento County, State of California, and selling them to members of the public at large.

9 40. At all times herein mentioned and material hereto, DEVELOPER DEFENDANTS
10 knew and intended that the PROPERTY would be purchased by members of the public at large, and
11 used by them without further inspection for defects.

12 41. Plaintiffs purchased the PROPERTY from said DEVELOPER DEFENDANTS and
13 moved into it with their families.

14 42. At the time of the purchase by Plaintiffs, the PROPERTY was defective and unfit for
15 its intended purposes because Defendants did not construct the PROPERTY in a workmanlike
16 manner as manifested by, but not limited to, numerous defects which have resulted in damage to the
17 homes and their component parts. The defects include, without limitation and to various degrees on
18 the plaintiffs' respective residences, the following violations of California Civil Code Section 896 et
19 sq.:

20 (a) With respect to water issues:

21 (1) Exterior doors at the PROPERTY allow unintended water to pass beyond, around, or
22 through the door or its designed or actual moisture barriers.

23 (2) Windows, patio doors, deck doors, and their systems at the PROPERTY allow water to
24 pass beyond, around, or through the window, patio door, or deck door or its designed or
25 actual moisture barriers, including, without limitation, internal barriers within the systems
26 themselves

27 (3) Windows, patio doors, deck doors, and their systems at the PROPERTY allow
28 excessive condensation to enter the structure.

(4) Roofs, roofing systems, chimney caps, and ventilation components at the PROPERTY allow water to enter the structure or to pass beyond, around, or through the designed or actual moisture barriers, including, without limitation, internal barriers located within the systems themselves.

(5) Decks, deck systems, balconies, balcony systems, exterior stairs, and stair systems at the PROPERTY allow water to pass into the adjacent structure.

(6) Decks, deck systems, balconies, balcony systems, exterior stairs, and stair systems at the PROPERTY allow unintended water to pass within the systems themselves.

(7) Foundation systems and slabs at the PROPERTY allow water or vapor to enter into the structure.

(8) Foundation systems and slabs at the PROPERTY allow water or vapor to enter into the structure so as to limit the installation of the type of flooring materials typically used for the particular application.

(9) Hardscape, including paths and patios, irrigation systems, landscaping systems, and drainage systems, that are installed as part of the original construction of the PROPERTY, are installed in such a way as to cause water or soil erosion to enter into or come in contact with the structure.

(10) Stucco, exterior siding, exterior walls, including, without limitation, exterior framing, and other exterior wall finishes and fixtures and the systems of those components and fixtures, including, but not limited to, pot shelves, horizontal surfaces, columns, and plant-
ons, at the PROPERTY allow unintended water to pass into the structure or to pass beyond, around, or through the designed or actual moisture barriers of the system, including any internal barriers located within the system itself.

(11) Stucco, exterior siding, and exterior walls at the PROPERTY allow excessive condensation to enter the structure.

(12) Retaining and site walls and their associated drainage systems at the PROPERTY allow unintended water to pass beyond, around, or through its designed or actual moisture barriers including, without limitation, any internal barriers.

(13) Retaining walls and site walls, and their associated drainage systems, at the PROPERTY allow water to flow beyond, around, or through the areas designated by design.

(14) The lines and components of the plumbing system, sewer system, and utility systems at the PROPERTY leak.

(15) Plumbing lines, sewer lines, and utility lines at the PROPERTY are corroded so as to impede the useful life of the systems.

(16) Sewer systems at the PROPERTY do not allow the designated amount of sewage to flow through the system.

(17) Shower and bath enclosures at the PROPERTY leak water into the interior of walls, flooring systems, or the interior of other components.

(18) Ceramic tile and tile countertops at the PROPERTY allow water into the interior of walls, flooring systems, or other components.

(b) With respect to structural issues:

(1) Foundations, load bearing components, and slabs at the PROPERTY contain significant cracks or significant vertical displacement.

(2) Foundations, load bearing components, and slabs at the PROPERTY cause the structure, in whole or in part, to be structurally unsafe.

(3) Foundations, load bearing components, slabs, and underlying soils at the PROPERTY are not constructed so as to materially comply with the design criteria set by applicable government building codes, regulations, and ordinances for chemical deterioration or corrosion resistance in effect at the time of original construction.

(4) The PROPERTY is not constructed so as to materially comply with the design criteria for earthquake and wind load resistance, as set forth in the applicable government building codes, regulations, and ordinances in effect at the time of original construction.

(c) With respect to soil issues:

(1) Soils and engineered retaining walls at the PROPERTY cause, in whole or in part, damage to the structure built upon the soil or engineered retaining wall.

(2) Soils and engineered retaining walls at the PROPERTY cause, in whole or in part, the structure to be structurally unsafe.

(3) Soils at the PROPERTY cause, in whole or in part, the land upon which no structure is built to become unusable for the purpose represented at the time of original sale by the builder or for the purpose for which that land is commonly used.

(d) With respect to fire protection issues:

(1) The PROPERTY is not constructed so as to materially comply with the design criteria of the applicable government building codes, regulations, and ordinances for fire protection of the occupants in effect at the time of the original construction.

(2) Fireplaces, chimneys, chimney structures, and chimney termination caps at the PROPERTY are constructed and installed in such a way so as to cause an unreasonable risk of fire outside the fireplace enclosure or chimney.

(3) Electrical and mechanical systems at the PROPERTY are constructed and installed in such a way so as not to cause an unreasonable risk of fire.

(e) With respect to plumbing and sewer issues:

Plumbing and sewer systems at the PROPERTY are not installed to operate properly and materially impair the use of the structure by its inhabitants

(f) With respect to electrical system issues:

Electrical systems at the PROPERTY do not operate properly and materially impair the use of the structure by its inhabitants.

(g) With respect to issues regarding other areas of construction:

(1) Exterior pathways, driveways, hardscape, sidewalls, sidewalks, and patios installed by the original builder at the PROPERTY contain cracks that display significant vertical displacement or that are excessive.

(2) Stucco, exterior siding, and other exterior wall finishes and fixtures, including, but not limited to, pot shelves, horizontal surfaces, columns, and plant-ons, at the PROPERTY contain significant cracks or separations.

(3) The manufactured products (product that is completely manufactured offsite), including,

but not limited to, windows, doors, roofs, plumbing products and fixtures, fireplaces, electrical fixtures, HVAC units, countertops, cabinets, paint, and appliances at the PROPERTY are installed so as to interfere with the products' useful life.

(4) The Heating system, at the PROPERTY, is incapable of maintaining a room temperature of 70 degrees Fahrenheit at a point three feet above the floor.

(5) Living space air-conditioning, at the PROPERTY, is provided in a manner inconsistent with the size and efficiency design criteria specified in Title 24 of the California Code of Regulations or its successor.

(6) Attached structures at the PROPERTY do not comply with interunit noise transmission standards set by the applicable government building codes, ordinances, or regulations in effect at the time of the original construction.

(7) Irrigation systems and drainage at the PROPERTY operate improperly.

(8) Untreated wood posts at the PROPERTY that are installed in contact with soil evidence unreasonable decay to the wood based upon the finish grade at the time of original construction.

(9) Untreated steel fences and adjacent components at the PROPERTY evidence unreasonable corrosion.

(10) Paint and stains at the PROPERTY have been applied in such a manner so as to cause deterioration of the building surfaces.

(11) Roofing materials at the PROPERTY have fallen from the roof.

(12) Ceramic tile and tile backing at the PROPERTY are installed in such a manner that the tile detaches.

(13) The PROPERTY is constructed in such a manner so as to impair the occupants' safety because they contain public health hazards as determined by a duly authorized public health official, health agency, or governmental entity having jurisdiction.

43. Plaintiffs became aware of the defects and deficiencies. The Plaintiffs thereafter gave and/or attempted to give DEVELOPER DEFENDANTS due and timely notice of the defective quality of the above mentioned items.

1 44. The defects alleged herein above are defects that were not apparent by reasonable
2 inspection of the PROPERTY at the time of the purchase. The defects thereafter manifested.

3 45. Because of the defective conditions of the PROPERTY as herein above alleged,
4 Plaintiffs have been specifically damaged in the following ways, as well as others which will be
5 inserted with leave of court when ascertained:

6 A) Plaintiffs will be forced to incur expenses for the restoration and repairs of the
7 PROPERTY to cure the damage, defects and/or deficiencies. The exact amount of
8 the damages is presently unknown, except that the costs will exceed the sum of
9 \$115,000 per home.

10 B) Plaintiffs have been damaged through the diminution in value of the PROPERTY.
11 Plaintiffs are unaware of the precise amount of such damage but will establish such
12 amount at time of trial.

13 C) Plaintiffs have been forced to retain expert consultants to analyze and determine the
14 method of repairing the aforementioned defects and damage. Plaintiffs are unaware
15 of the precise amount of such damage but will establish such amount at time of trial.

16 46. DEVELOPER DEFENDANTS, and each of them, as developers, mass producers,
17 and builders are liable for and responsible to Plaintiffs for all damage suffered as a result of the
18 above described violations of section 896 of the California Civil Code.

19
20 **FOURTH CAUSE OF ACTION**

21 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

22 **(ALL PLAINTIFFS vs. DEVELOPER DEFENDANTS)**

23 47. Plaintiffs incorporate by reference all previous paragraphs of this complaint as
24 though set forth in full herein.

25 48. At all times herein mentioned and material hereto DEVELOPER DEFENDANTS
26 were and now are the merchants and sellers of newly constructed housing, the type of merchandise
27 sold to Plaintiffs as herein above alleged and described.

1 49. DEVELOPER DEFENDANTS, and each of them, at the time and place of the sale of
2 the PROPERTY, impliedly warranted that it was properly constructed and of merchantable quality.

3 50. The PROPERTY was not properly constructed, and not of merchantable quality in
4 that it was defective as previously alleged herein above in paragraph 13.

5 51. Original Purchaser Plaintiffs discovered the defective quality of the PROPERTY.
6 Original purchaser Plaintiffs thereafter gave DEVELOPER DEFENDANTS, and each of them, due
7 and timely notice of the defective quality of the above mentioned items.

8 52. The defects described herein above caused by the breaches of warranty by
9 DEVELOPER DEFENDANTS, and each of them, were defects not apparent by reasonable
10 inspection of the PROPERTY at the time of purchase. The defects and damages were latent and
11 were not reasonably apparent to original purchaser Plaintiffs until on or about the time of
12 notification to the DEVELOPER DEFENDANTS.

13 53. Because of the foregoing breaches of implied warranties by DEVELOPER
14 DEFENDANTS, and each of them, original purchaser Plaintiffs have been specifically damaged as
15 herein above alleged in paragraph 17.

16
17 **FIFTH CAUSE OF ACTION**

18 **BREACH OF CONTRACT**

19 **(ALL PLAINTIFFS vs. DEVELOPER DEFENDANTS)**

20 54. Plaintiffs incorporate by reference all previous paragraphs of this complaint as
21 though set forth in full herein.

22 55. On various dates, original purchaser Plaintiffs entered into written sales contracts
23 with DEVELOPER DEFENDANTS pursuant to which DEVELOPER DEFENDANTS, in exchange
24 for payment of certain sums, agreed to provide original purchaser Plaintiffs with quality residences
25 which were constructed in a workmanlike manner.

26 56. Original purchaser Plaintiffs have performed all conditions, covenants, and promises
27 required by the sales contracts in accordance with the terms and conditions of the contract.
28

57. Defendants have breached the sales contracts as set forth herein by failing to provide residences constructed in a workmanlike manner as previously alleged herein above in Paragraph 13, as a result of which original purchaser Plaintiffs have been specifically damaged as herein above alleged in Paragraph 17.

SIXTH CAUSE OF ACTION

NEGLIGENCE

(ONLY AS TO PLAINTIFFS NOT SUBJECT TO CALIFORNIA CIVIL CODE §896 vs. ALL DEFENDANTS)

58. Plaintiffs incorporate by reference all previous paragraphs of this complaint as though set forth in full herein.

59. Defendants owed a duty of care to plaintiffs to plan, develop, construct, build, modify, inspect, and manufacture the PROPERTY pursuant to its applicable standard of care. The aforementioned Defendants breached this duty by so carelessly and negligently planning, constructing, modifying, inspecting, and/or performing work and services at the PROPERTY so as to proximately cause defects and damages to the systems, buildings, and improvements as herein above alleged in paragraph 13. With regard to those Defendants identified PREVIOUSLY herein as the “**CONTRACTOR DEFENDANTS**”, Plaintiffs’ allegations are limited to that Contractor’s scope of work that is implicated by the opinions of Plaintiffs’ experts.

60. Because of the carelessness and negligence of each of the Defendants, and as a proximate result thereof, Plaintiffs have been damaged as previously alleged herein above in paragraph 17.

61. The defects and damages described herein above in paragraph 13 caused by the negligently and carelessly performed work of the Defendants, and each of them, were defects not apparent by reasonable inspection of the PROPERTY at the time of purchase.

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1 **WHEREFORE**, Plaintiffs pray for judgment against the Defendants, and each of them, as
2 follows:

3
4 **FIRST, SECOND, FOURTH, FIFTH,**
5 **SIXTH, SEVENTH CAUSES OF ACTION:**

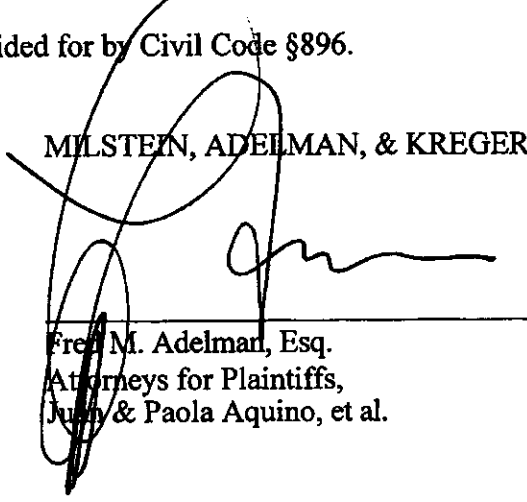
- 6 1. For costs of restoration and repairs to the PROPERTY in excess of
7 \$100,000 per home;
8 2. For costs of investigation;
9 3. For diminution of value of the PROPERTY according to proof at time of
10 trial;
11 4. For expert fees and costs of suit;
12 5. For loss of use of the property and relocation expenses;
13 6. For such other and further relief as the Court deems just and proper.

14
15 **AND, THIRD CAUSE OF ACTION**

- 16 7. For all costs and damages as provided for by Civil Code §896.

17 DATED: August 18, 2009

MILSTEIN, ADELMAN, & KREGER LLP

18
19
20
21 By:  _____
22 Fred M. Adelman, Esq.
23 Attorneys for Plaintiffs,
24 Juan & Paola Aquino, et al.

CRC 2005

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
4050 Main Street
Riverside, CA 92501
www.riverside.courts.ca.gov

NOTICE OF ASSIGNMENT TO DEPARTMENT FOR CASE MANAGEMENT PURPOSES
AND CASE MANAGEMENT CONFERENCE (CRC 3.722)

AQUINO VS PULTE HOME CORPORATION

CASE NO. RIC 534230

This case is assigned to the Honorable Judge Michael B Donner
in Department 04 as the case management department.
The Case Management Conference is scheduled for 02/22/10
at 8:30 in Department 04.

The plaintiff/cross-complainant shall serve a copy of this
notice to all defendants/cross-defendants named or added to
the complaint and file a proof of service.

Any disqualification pursuant to CCP Section 170.6(2) shall be
filed in accordance with that section.

CLERK'S CERTIFICATE OF MAILING

I, Clerk of the Superior Court, County of Riverside, certify that
I am not a party to this action; that on this date, I served a
copy of the foregoing notice by depositing said copy (in a sealed
envelope with prepaid postage) in the mail at _____, CA
addressed as indicated.

Date: 08/19/09

By: 
JAMIE M DORAME, Deputy Clerk

TDACMC

EXHIBIT F

1 ROBERT A. BELLAGAMBA, ESQ. BAR#: 56537
2 KORY L. PHILLIPS, ESQ. BAR#: 192767
3 CLAPP, MORONEY, BELLAGAMBA, VUCINICH,
4 BEEMAN and SCHELEY
5 A PROFESSIONAL CORPORATION
6 6130 Stoneridge Mall Road, Suite 275
7 Pleasanton, CA 94588
8 (925) 734-0990 Fax: (925) 734-0888

9 Attorneys for Defendant | Cross-Complainant
10 PULTE HOME CORPORATION

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 23 2005

A. Sanchez

SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

FILED BY FAX
CRC 2005

11 JUAN & PAOLA AQUINO; et al.

12 Plaintiffs,

13 v.
14 PULTE HOME CORPORATION, a
15 Michigan Corporation and DOES 1-1000
16 INCLUSIVE,

17 Defendants.

18 PULTE HOME CORPORATION,

19 Cross-Complainant,

20 v.

21 ELSINORE CONSTRUCTION, INC., dba
22 BOURNE ROOFING; CAMPBELL
23 CONCRETE OF CALIFORNIA, INC.
24 CBR ELECTRIC, INC., CDR
25 CONCRETE, INC., CROWTHER
26 PRENTISS CORPORATION DBA
27 RESIDENTIAL WALL SYSTEMS, DL
28 LONG LANDSCAPING, DIRECT
DEVELOPMENT, INC., dba DIRECT
CONSTRUCTION, EXECUTIVE
PLUMBING, INC., FOREST ROOFING
CO., G.E. APPLIANCES,
FENCEWORKS, INC. dba GOLDEN
STATE FENCE COMPANY, HNR
FRAMING SYSTEMS, INC. dba
SELECTBUILD, the JASPER

CASE NO. RIC 534230

CROSS-COMPLAINT OF PULTE HOME
CORPORATION FOR

1. COMPARATIVE FAULT;
2. IMPLIED CONTRACTUAL INDEMNITY;
3. TOTAL INDEMNITY;
4. EQUITABLE INDEMNITY;
5. EXPRESS INDEMNITY (As to subcontractors);
6. EXPRESS INDEMNITY (As to design professionals);
7. BREACH OF EXPRESS WARRANTIES;
8. BREACH OF IMPLIED WARRANTIES;
9. BREACH OF WRITTEN CONTRACT (As to subcontractors);
10. BREACH OF WRITTEN CONTRACT (As to design professionals);
11. BREACH OF CONTRACT - INSURANCE (As to Subcontractors);
12. NEGLIGENCE;
13. STRICT PRODUCTS LIABILITY (As to sub-contractors);
14. CONTRIBUTION;
15. DECLARATORY RELIEF RE: Duty to Defend (As to subcontractors);
16. DECLARATORY RELIEF RE: Duty to Indemnify; and
17. DECLARATORY RELIEF RE: Contractual Duties

1 COMPANIES, LEONARD'S CARPET
2 SERVICES, INC. dba LEONARD'S
3 SERVICES, MILGARD
4 MANUFACTURING, INC., PACIFIC
5 SHORES MASONRY, INC., PARAGON
6 SCHMID BUILDING, PETERSON
7 BROTHERS CONSTRUCTION, INC. RII
8 PLASTERING, INC., dba QUALITY
9 PLASTERING, RII PLASTERING, INC.
10 dba RESIDENTIAL WALL SYSTEMS,
11 RELIABLE CONTRACTORS, INC., RII
12 PAINTING, INC., dba RESIDENTIAL
13 WALL SYSTEMS, ROUTE 66 ROOFING
14 COMPANY, INC., WALTERS
15 WHOLESALE ELECTRIC CO.,
16 JENSTAR ENTERPRISES, INC. dba
17 WESTERN DOOR AND ROES 1-500,
18 INCLUSIVE.

19 Cross-Defendants.

20 COMES NOW DEFENDANT and CROSS-COMPLAINANT, PULTE HOME
21 CORPORATION (hereinafter referred to as "Cross-Complainant"), filing this Cross-Complaint for
22 causes of action against Cross-Defendants, including ROES 1 through 500, and each of them, as
23 follows:

24 1. At all times mentioned, Cross-Complainant, was authorized to and doing business
25 within the County of Contra Costa, State of California.

26 2. Cross-Complainant is informed and believes, and based thereon alleges, that at all
27 times herein mentioned, Cross-Defendants, ROES 1 through 500, inclusive, all of whom will be
28 designated at a later date, were business entities organized and existing under and by virtue of the laws
of the State of California and doing business in the County of Contra Costa, State of California.

3 ROES 1 through 250, inclusive, are identified as "SUBCONTRACTORS," and
participated in some manner in the construction of, or provision of labor and materials to construct,
the PROPERTY which is the subject of the underlying Complaint.

4 ROES 251 through 350, inclusive, are identified as "SUPPLIERS," and participated
in some manner in the manufacture

1 and/or supply of products used at and/or installed at the PROPERTY which is the subject of the
2 underlying Complaint.

3 5. ROES 351 through 400, inclusive, are identified as "DESIGN PROFESSIONALS,"
4 and provided, in some manner, architectural, engineering or other professional design services to the
5 PROPERTY which is the subject of the underlying Complaint.

6 6. ROES 401 through 500, inclusive, are identified as "REPAIRERS," who participated,
7 in some manner, in the management, maintenance, or repair of the PROPERTY which is the subject
8 of the underlying Complaint.

9 7. Cross-Complainant is presently unaware of the true names and capacities and liability
10 of Cross-Defendants named herein as ROES 1 through 500, inclusive, and Cross-Complainant prays
11 for leave of court to amend this Cross-Complaint to allege their true names and capacities after the
12 same have been ascertained.

13 8. Cross-Complainant is informed and believes, and based thereon alleges, that each of
14 the Cross-Defendants, including ROES 1 through 500, inclusive, dispute Cross-Complainant's
15 contentions herein and are in some manner legally responsible for the acts and omissions alleged
16 herein, and actually and proximately caused and contributed to the various injuries and damages
17 referred to herein.

18 9. Cross-Complainant is informed and believes, and based thereon alleges, that Cross-
19 Defendants, including ROES 1 through 500, and each of them, are, and at all times herein mentioned
20 were, either individuals, sole proprietorships, partnerships, registered professionals, corporations, or
21 other legal entities which are/were doing business, in the County of Contra Costa, State of California,
22 at all times relevant to the subject matter of this action.

23 10. Cross-Complainant is informed and believes, and based thereon alleges that Cross-
24 Defendants, including ROES 1 through 500, and each of them, participated in the development,
25 design, supervision, inspection, ownership, construction and/or provision of labor and/or materials
26 and/or maintenance and/or repair and/or the manufacture and/or supply of products used at or installed
27 at the PROPERTY which is the subject of the underlying Complaint.

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11. Cross-Complainant is informed and believes, and based thereon alleges, that at all times herein mentioned, Cross-Defendants, including ROES 1 through 500, and each of them, was the agent, partner, co-developer, joint venturer, lender, predecessor in interest, successor in interest, and/or employee of each of the remaining Cross-Defendants, including ROES 1 through 500, and each of them, and were at all times herein mentioned acting within the course and scope of such agency and/or employment.

12. Cross-Complainant is informed and believes, and based thereon alleges, that Cross-Complainant entered into written and/or oral agreements (hereinafter referred to as "AGREEMENTS") with Cross-Defendant SUBCONTRACTORS, including ROES 1 through 250, SUPPLIERS, including ROES 251 through 350, and/or DESIGN PROFESSIONALS, including ROES 351 through 400, and each of them, wherein Cross-Defendants, including ROES 1 through 400, agreed to perform construction services or design services, including labor and provision of materials, and including all terms and conditions, among other things, on the PROPERTY which is the subject of the underlying Complaint.

13. At all times herein mentioned, the DESIGN PROFESSIONALS, including Roes 351 through 400 inclusive, provided, in some manner, architectural, engineering, or other professional design services to the PROPERTY which is the subject of the underlying Complaint. Where Cross-Complainant is required to file a Certificate of Merit regarding the allegations against the Cross-Defendant DESIGN PROFESSIONALS, including ROES 351 through 400 inclusive, such Certificate(s) of Merit will be filed on said Cross-Defendant DESIGN PROFESSIONALS, including ROES 351-400 inclusive, pursuant to California Code of Civil Procedure Section 411.35.

14. Cross-Complainant is informed and believes, and based thereon alleges, that pursuant to the AGREEMENTS, Cross-Defendant SUBCONTRACTORS, including ROES 1 through 250, SUPPLIERS, including ROES 251 through 350, and/or DESIGN PROFESSIONALS, including ROES 351 through 400, and each of them, were to provide Cross-Complainant with the design, development, labor, materials, and/or construction, and to furnish their best skill and judgment, and to cooperate with Cross-Complainant and its authorized agents in furthering the interests of Cross-Complainant to develop and construct the PROPERTY.

1 15. Plaintiff filed a Complaint for breach of contract, violation of governing documents
2 (Civil Code Section 1354), negligence, negligent misrepresentation against developer defendants,
3 breach of implied warranty, breach of express warranty, strict liability, breach of fiduciary duty,
4 promissory estoppel, implied indemnity, nuisance, for acting beyond the usual scope of a construction
5 lender, corporate alter ego, breach of contract on faithful performance obligation to construct real
6 property, for successor liability against developer successor defendants, and for successor liability
7 against constructor successor defendants, in Contra Costa County Superior Court Case No. C08-C08-
8 02266, against Cross-Complainant and Does 1 through 300, inclusive, wherein plaintiff alleged that
9 Defendant and Cross-Complainant are liable to Plaintiff for the development and construction of the
10 common areas within the Summerset at Brentwood IV Association located in the City of Brentwood,
11 County of Contra Costa, State of California, hereinafter described as the PROPERTY, so as to cause
12 Plaintiff damages as more particularly alleged in the Complaint.

13 16. Cross-Complainant herein has denied the charges and allegations referred to in said
14 Complaint on file herein. In the event that, as a result of the action filed by Plaintiff herein, it is
15 determined that Plaintiff has been damaged, such damages have been primarily and actively caused
16 by the acts or omissions of the Cross-Defendants, and each of them, and not by the acts or omissions
17 by this Cross-Complainant.

18 17. Cross-Complainant is informed and believes and upon such information and belief alleges
19 that Cross-Defendants, and each of them, caused or contributed to some or all of the damages, if any,
20 alleged in Plaintiff's Complaint on file herein, and therefore have an obligation to defend, indemnify,
21 and hold this Cross-Complainant harmless for some or all of the damages it suffers, if any, by reason
22 of Plaintiff's Complaint on file herein.

23 18. In order to prevent a multiplicity of litigation, a determination of the comparative fault,
24 if any, of Cross-Complainant, Cross-Defendants, and each of them, should be made at the trial of this
25 action.

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1 **FIRST CAUSE OF ACTION**

2 **(Comparative Fault)**

3 **(As To All Cross-Defendants, including ROES 1 through 500)**

4 19. Cross-Complainant realleges and incorporates herein by reference each and every
5 allegation set forth in Paragraphs 1 through 18 as though fully set forth herein.

6 20. An actual controversy has arisen and now exists between Cross-Complainant and
7 Cross-Defendants in that Cross-Complainant contend, and Cross-Defendants deny, the following:

8 a. That Cross-Defendants, or their employees and agents, negligently, defectively or
9 in some other actionable manner, managed, designed, engineered, constructed,
10 supervised, maintained, altered, supplied and/or manufactured products for, inspected,
11 and/or repaired the PROPERTY which is the subject of the underlying Complaint.

12 b. That the Cross-Defendants, and each of them, or their employees or agents,
13 carelessly and negligently breached certain statutory, contractual and equitable duties,
14 including but not limited to those duties and obligations of licensed professionals;

15 c. That, as between Cross-Complainant and Cross-Defendants, responsibility, if any,
16 for the damages claimed by Plaintiff herein rests entirely or partially on Cross-
17 Defendants; and

18 d. That, as a result, Cross-Defendants are obligated to partially or fully indemnify
19 Cross-Complainant for any sums that Cross-Complainant may be compelled to pay
20 as the result of any damages, judgment, or other awards recovered by Plaintiff against
21 Cross-Complainant.

22 21. Cross-Complainant desire a judicial determination of the respective rights and duties
23 of Cross-Complainant and Cross-Defendants with respect to the damages claimed in the Complaint
24 of Plaintiff herein. In particular, Cross-Complainant desires a declaration of the comparative fault of
25 Cross-Complainant and Cross-Defendants for these damages, and a declaration of Cross-Defendants'
26 responsibility for comparative indemnity to Cross-Complainant for any sums that Cross-Complainant
27 may be compelled to pay and for which Cross-Defendants are determined responsible, entirely or in
28 part.

1 22. Such a declaration is necessary and appropriate at this time in order that Cross-
2 Complainant may ascertain its rights and duties with respect to Plaintiff's claims for damages.
3 Furthermore, the claims of Plaintiff and the claims of Cross-Complainant arise out of the same
4 transaction, and determination of both in one proceeding is necessary and appropriate in order to avoid
5 the multiplicity of actions that would result if Cross-Complainant is required now to defend against
6 the claims of Plaintiff and then bring a separate action against Cross-Defendants for indemnification
7 of sums that Cross-Complainant may be compelled to pay as the result of any damages, judgment, or
8 other awards recovered by Plaintiff against Cross-Complainant.

9 23. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

10 **SECOND CAUSE OF ACTION**

11 **(Implied Contractual Indemnity)**

12 **(As to All Cross-Defendants, including ROES 1 - 500)**

13 24. Cross-Complainant incorporates by reference each and every allegation contained in
14 paragraphs 1 through 23 of this pleading as though fully set forth herein.

15 25. Cross-Complainant has denied the allegations of the Plaintiff's Complaint, and, without
16 admitting the allegations contained therein, if it is found that Cross-Complainant is liable for any such
17 damages to Plaintiff, then Cross-Complainant is informed and believes, and based thereon alleges, that
18 such damage is primarily and ultimately caused by the acts, breaches and/or omissions of Cross-
19 Defendants, including ROES 1 through 500, and each of them, whereas Cross-Complainant's acts,
20 if any, were secondary, passive and derivative in nature.

21 26. Cross-Complainant is informed and believes and thereon alleges that the damages
22 alleged by Plaintiff in the Complaint involve construction and/or design at the PROPERTY which
23 is the subject of the underlying Complaint and Cross-Complainant is further informed and believes,
24 and based thereon allege, that said damages, if any, were caused by the Cross-Defendants, including
25 ROES 1 through 500, and/or their agents, and each of them, arising out of and in connection with the
26 performance of Cross-Defendants' obligations as referred to above.

27 27. By reason of the foregoing, if Plaintiff recover against Cross-Complainant, Cross-
28 Complainant is entitled to indemnity from Cross-Defendants, including ROES 1 through 500, and

1 each of them, for injuries and damages sustained by Plaintiff, if any, for any sums paid by way of
2 settlement, or in the alternative, any judgment rendered against Cross-Complainant in the action herein
3 based upon the Plaintiff's Complaint and any cause of action alleged therein.

4 28. Cross-Complainant is informed and believes, and based thereon alleges, that Cross-
5 Complainant entered into written and/or oral agreements with Cross-Defendant
6 SUBCONTRACTORS, including ROES 1 through 250, Cross-Defendant SUPPLIERS, including
7 ROES 251-350, and/or DESIGN PROFESSIONALS, including ROES 351 through 400, and each of
8 them, in connection with the PROPERTY which is the subject of the underlying Complaint which
9 provides, among other things, for payment of costs and fees in defending any litigation arising with
10 respect to the PROPERTY which is the subject matter of this litigation.

11 29. Cross-Complainant is incurring consultants' fees, attorneys' fees and other litigation
12 fees in the defense of this action and prosecution of this Cross-Complaint. Cross-Complainant will
13 seek leave of this Court to amend this Cross-Complaint to show the amount of said costs and
14 attorneys' fees when the same become known to Cross-Complainant.

15 30. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

16 **THIRD CAUSE OF ACTION**

17 **(Total Indemnity)**

18 **(As to All Cross-Defendants, including ROES 1 - 500)**

19 31. Cross-Complainant incorporates by reference each and every allegation contained in
20 paragraphs 1 through 30 of this pleading as though fully set forth herein.

21 32. By reason of the foregoing, if Plaintiff recover any sums against Cross-Complainant,
22 then Cross-Complainant is entitled to total indemnity from Cross-Defendants, including ROES 1
23 through 500, and each of them, for injuries and damages sustained by Plaintiff, if any, for any sums
24 paid by was of settlement, or in the alternative, judgment rendered against Cross-Complainant, in the
25 action herein based upon Plaintiff's Complaint.

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1 33. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

2 **FOURTH CAUSE OF ACTION**

3 **(Equitable Indemnity)**

4 **(As to All Cross-Defendants, including ROES 1 - 500)**

5 34. Cross-Complainant incorporates by reference each and every allegation contained in
6 paragraphs 1 through 33 of this pleading as though fully set forth herein.

7 35. In equity and good conscience, if Plaintiff recovers against Cross-Complainant, then
8 Cross-Complainant is entitled to equitable indemnity, apportionment of liability, contribution among,
9 and from, the Cross-Defendants, including ROES 1 through 500, and each of them, according to their
10 respective fault for the injuries and damages allegedly sustained by Plaintiff, if any, by way of sums
11 paid by settlement, or in the alternative, any judgments rendered against Cross-Complainant in the
12 action herein based upon Plaintiff's Complaint.

13 36. Cross-Complainant expressly deny the allegations of the Complaint, or other
14 wrongdoing on its part. Should Cross-Complainant nevertheless be found liable for any alleged
15 wrongdoings with respect to the allegations of the Complaint, the acts and/or omissions of Cross-
16 Complainant were passive and secondary, while those of Cross-Defendants, including ROES 1
17 through 500, and each of them, were active, primary and superseding. Thus, as a direct, proximate
18 and foreseeable result of the wrongdoing of Cross-Defendants herein, including ROES 1 through 500,
19 and each of them, Cross-Complainant is entitled to total equitable indemnity from any and all liability
20 adjudged against it by Plaintiff.

21 37. As a direct, proximate and foreseeable result of the filing of the Cross-Complaint,
22 Cross-Complainant has been compelled to incur attorneys' fees, court costs and the expense of this
23 cross-action and Cross-Complainant will seek leave of court to amend this Cross-Complaint to set
24 forth the amount of said damages when the same has been ascertained.

25 38. Should Plaintiff recover any amount of damages against Cross-Complainant by way
26 of judgment, settlement or otherwise, then Cross-Complainant by reason of the foregoing and in equity
27 and good conscience, is entitled to an equitable apportionment of the liability of Cross-Defendants,
28 including ROES 1 through 500, and each of them, on a comparative fault basis and a judgment against

1 Cross-Defendants, including ROES 1 through 500, and each of them, under the doctrine of equitable
2 indemnity and in an amount equal to their respective liabilities as so apportioned.

3 39. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

4 **FIFTH CAUSE OF ACTION**

5 **(Express Indemnity)**

6 **(As to Cross-Defendant SUBCONTRACTORS, including ROES 1-250 and**
7 **Cross-Defendant SUPPLIERS, including ROES 251-350)**

8 40. Cross-Complainant incorporates by reference each and every allegation contained in
9 paragraphs 1 through 39 of this pleading as though fully set forth herein.

10 41. Cross-Complainant is informed and believes, and based thereon alleges, that Cross-
11 Defendants, including ROES 1 through 350, and each of them, entered into AGREEMENTS.
12 Contained in such AGREEMENTS was a promise by the SUBCONTRACTORS and SUPPLIERS
13 Cross-Defendants, including ROES 1 through 350, to indemnify, defend and hold harmless Cross-
14 Complainant from and against any and all claims, causes of action, liabilities, losses, costs, damages
15 and/or expenses in law or equity (including, without limitation, attorneys' fees and expenses) of every
16 kind and nature whatsoever arising out of or in connection with the AGREEMENT, the work or any
17 other work performed by SUBCONTRACTORS and/or SUPPLIERS, including ROES 1 through 350,
18 at the PROPERTY which is the subject of the underlying Complaint, provided that a claim is
19 attributable to damage to property of any kind whatsoever and is caused in whole or in part by any act
20 or omission to act or wilful misconduct by SUBCONTRACTORS and/or SUPPLIERS, including
21 ROES 1 through 350, anyone directly or indirectly employed by SUBCONTRACTORS and/or
22 SUPPLIERS, including ROES 1-350, or anyone for whose act SUBCONTRACTORS and/or
23 SUPPLIERS, including ROES 1 through 350 may be liable, regardless of whether such damage is
24 caused or contributed to by any act or omission to act by Cross-Complainant anyone directly or
25 indirectly employed by Cross-Complainant or anyone for whose acts Cross-Complainant may be
26 liable.

27 42. Cross-Complainant has performed all conditions, covenants and promises required by
28 it in accordance with the terms and conditions of the SUBCONTRACTORS and/or SUPPLIERS

1 AGREEMENTS. Cross-Complainant knows of no acts, omissions or negligence on Cross-
2 Complainant's parts which were the proximate cause of Plaintiff's injuries.

3 43. Cross-Complainant is informed and believes, and based thereon alleges, that in the
4 event Cross-Complainant is found liable to Plaintiff for the work and/or services and/or materials
5 and/or products of SUBCONTRACTORS and/or SUPPLIERS Cross-Defendants, including ROES
6 1 through 350, the SUBCONTRACTORS and/or SUPPLIERS Cross-Defendants, including ROES
7 1 through 350, are obligated to indemnify and hold harmless Cross-Complainant for all damage
8 attributed to Cross-Complainant.

9 44. By reason of the foregoing, Cross-Complainant is legally entitled to be indemnified by
10 the SUBCONTRACTORS and/or SUPPLIERS Cross-Defendants, including ROES 1 through 350,
11 in an amount to be proven at trial. Cross-Complainant brings this action against
12 SUBCONTRACTORS and/or SUPPLIERS Cross-Defendants to indemnify Cross-Complainant for
13 any judgment that may be entered against Cross-Complainant as a result of SUBCONTRACTORS
14 and/or SUPPLIERS Cross-Defendants, including ROES 1 through 350, and each of their faulty
15 PROPERTY which is the subject of the underlying Complaint.

16 45. Furthermore, Cross-Complainant is legally entitled to be indemnified by the
17 SUBCONTRACTORS and/or SUPPLIERS Cross-Defendants, including ROES 1 through 350, for
18 the defense fees Cross-Complainant incurs in defending this action, and for all damages, costs, and
19 attorneys' and expert fees incurred in the defense of this action as damages proximately caused by
20 the SUBCONTRACTORS and/or SUPPLIERS Cross-Defendants, including ROES 1 through 350,
21 and each of their faulty work and/or materials and/or products at the PROPERTY which is the subject
22 of the underlying Complaint.

23 46. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

24 **SIXTH CAUSE OF ACTION**

25 **(Express Indemnity)**

26 **(As to DESIGN PROFESSIONALS, including ROES 351-400)**

27 47. Cross-Complainant incorporates by reference each and every allegation contained in
28 paragraphs 1 through 46 of this pleading as though fully set forth herein.

1 48. Cross-Complainant is informed and believes, and based thereon alleges, that Cross-
2 Defendants, including ROES 351 through 400, and each of them, entered into AGREEMENTS.
3 Contained in such AGREEMENTS was a promise by the DESIGN PROFESSIONALS Cross-
4 Defendants to indemnify, defend and hold harmless Cross-Complainant from and against any and all
5 claims, causes of action, liabilities, losses, costs, damages and/or expenses in law or equity (including,
6 without limitation, attorneys' fees and expenses) of every kind and nature whatsoever arising out of
7 or in connection with the AGREEMENTS, the work and/or design services performed by DESIGN
8 PROFESSIONALS, including ROES 351 through 400, at the PROPERTY which is the subject of the
9 underlying Complaint, provided that a claim is attributable to damage to property of any kind
10 whatsoever and is caused in whole or in part by any act or omission to act or wilful misconduct by
11 DESIGN PROFESSIONALS, including ROES 351 through 400, anyone directly or indirectly
12 employed by DESIGN PROFESSIONALS, including ROES 351 through 400, or anyone for whose
13 act DESIGN PROFESSIONALS may be liable, regardless of whether such damage is caused or
14 contributed to by any act or omission to act by Cross-Complainant, anyone directly or indirectly
15 employed by Cross-Complainant, or anyone for whose acts Cross-Complainant may be liable.

16 49. Cross-Complainant has performed all conditions, covenants and promises required by
17 it in accordance with the terms and conditions of the DESIGN PROFESSIONALS' AGREEMENTS.
18 Cross-Complainant knows of no acts, omissions or negligence on Cross-Complainant's part which
19 were the proximate cause of Plaintiff's injuries.

20 50. Cross-Complainant is informed and believes, and based thereon alleges, that in the
21 event Cross-Complainant is found liable to Plaintiff for the work and/or design services of DESIGN
22 PROFESSIONAL Cross-Defendants, including ROES 351 through 400, the DESIGN
23 PROFESSIONAL Cross-Defendants, including ROES 351 through 400 are obligated to indemnify
24 and hold harmless Cross-Complainant for all damage attributed to Cross-Complainant.

25 51. By reason of the foregoing, Cross-Complainant is legally entitled to be indemnified by
26 the DESIGN PROFESSIONAL Cross-Defendants, including ROES 351 through 400, in an amount
27 to be proven at trial. Cross-Complainant brings this action against DESIGN PROFESSIONAL Cross-
28 Defendants, including ROES 351 through 400, to indemnify Cross-Complainant for any judgment that

1 may be entered against Cross-Complainant as a result of DESIGN PROFESSIONAL Cross-
2 Defendants, and each of their faulty work and/or design services at the PROPERTY which is the
3 subject of the underlying Complaint.

4 52. Furthermore, Cross-Complainant is legally entitled to be indemnified by the DESIGN
5 PROFESSIONAL Cross-Defendants, including ROES 351 through 400, for the defense fees Cross-
6 Complainant incurs in defending this action, and for all damages, costs, and attorneys' and expert fees
7 incurred in the defense of this action as damages proximately caused by the DESIGN
8 PROFESSIONAL Cross-Defendants, including ROES 351 through 400, and each of their faulty work
9 and/or design services at the PROPERTY which is the subject of the underlying Complaint.

10 53. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

11 **SEVENTH CAUSE OF ACTION**

12 **(Breach of Express Warranties)**

13 **(As to Cross-Defendant SUBCONTRACTORS, including ROES 1-250 AND**
14 **Cross-Defendant SUPPLIERS, including ROES 251-350)**

15 54. Cross-Complainant incorporates by reference each and every allegation contained in
16 paragraphs 1 through 53 of this pleading as though fully set forth herein.

17 55. Cross-Complainant is informed and believes, and based thereon alleges, that Cross-
18 Defendants, including SUBCONTRACTORS and SUPPLIERS, including ROES 1 through 350, and
19 each of them, entered into written and/or oral AGREEMENTS with Cross-Complainant and were to
20 comply with each and every term and condition thereof.

21 56. Cross-Complainant is informed and believes, and based thereon alleges, that Cross-
22 Defendant SUBCONTRACTORS and SUPPLIERS, including ROES 1 through 350, and each of
23 them, in designing, manufacturing, supplying and/or distributing building materials, components or
24 supplies utilized in the construction of the PROPERTY which is the subject of the underlying
25 Complaint, and/or in providing labor and services, expressly warranted that all such goods and
26 materials were of merchantable quality, fit in their intended purpose, and were free from any defects
27 in design or manufacture, and that all labor and services provided were in good workmanlike manner.

28 //

1 57. Cross-Complainant relied upon said warranties and believed that the building
2 materials/components were fit for their intended purpose, and that the labor performed and services
3 provided were properly performed by Cross-Defendant SUBCONTRACTORS and SUPPLIERS,
4 including ROES 1 through 350, and each of them, as designated above, and their agents or employees,
5 and for its intended use and purpose.

6 58. Cross-Complainant is informed and believes, and based thereon alleges, that Cross-
7 Defendant SUBCONTRACTORS and SUPPLIERS, including ROES 1 through 350, and each of
8 them, breached said warranties in that Plaintiff has alleged that the construction was done in a
9 defective or negligent manner, and that, as a consequence

10 of said conduct, Plaintiff alleges that the PROPERTY which is the subject of the underlying
11 Complaint are defective, as is more particularly alleged in Plaintiff's Complaint.

12 59. As a proximate result of the breach of the express warranties by Cross-Defendant
13 SUBCONTRACTORS and SUPPLIERS, including ROES 1 through 350, and each of them, Cross-
14 Complainant alleges that it will suffer damages in a sum equal to any sums paid by way of settlement,
15 or, in the alternative, judgment rendered against Cross-Complainant in the action herein based upon
16 Plaintiff's Complaint.

17 60. Cross-Complainant is informed and believes, and based thereon alleges, that Cross-
18 Defendant SUBCONTRACTORS and SUPPLIERS, including ROES 1 through 350, and each of
19 them, declined to correct the alleged negligent conduct or condition as referenced above.

20 61. Cross-Complainant is informed and believes, and based thereon alleges, that Cross-
21 Defendant SUBCONTRACTORS and SUPPLIERS, including ROES 1 through 350, and each of
22 them, as designated above, entered into AGREEMENTS with Cross-Complainant and were to comply,
23 among other things, with each and every term and condition thereof.

24 62. Cross-Complainant is incurring costs, consultants' fees, attorneys' fees and other
25 litigation fees in the defense of this action and prosecution of this Cross-Complaint. Cross-
26 Complainant will seek leave of court to amend this Cross-Complaint to show the amount of said costs
27 and attorneys' fees when the same become known to Cross-Complainant.

28 //

63. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

EIGHTH CAUSE OF ACTION

(Breach of Implied Warranties)

**(As to Cross-Defendant SUBCONTRACTORS, including ROES 1-250 and
Cross-Defendant SUPPLIERS, including ROES 251-350)**

64. Cross-Complainant incorporates by reference each and every allegation contained in paragraphs 1 through 63 of this pleading as though fully set forth herein.

65. Cross-Complainant is informed and believes, and based thereon alleges, that Cross-Defendants, including SUBCONTRACTORS and SUPPLIERS Cross-Defendants, including ROES 1 through 350, alleges that in designing, manufacturing, supplying, or distributing building materials, components or other supplies utilized in the construction of the PROPERTY which is the subject of the underlying litigation, Cross-Defendant SUBCONTRACTORS and SUPPLIERS, including ROES 1 through 350, and each of them impliedly warranted that all such goods and materials were of merchantable quality, fit for their intended purpose, and were free from any defects in design or manufacture.

66. If Plaintiff establishes or proves the existence of any liability for damages on the part of these Cross-Complainant, which this Cross-Complainant denies, then their liability will be solely passive, secondary and indirect, and the active or primary fault for such damages will rest with said Cross-Defendant SUBCONTRACTORS and SUPPLIERS, including ROES 1 through 350, and each of them, as a result of their design, manufacture, supply, or distribution of defective building materials, components or supplies, or as a result of the breach of the implied warranty of merchantability and fitness for their intended purpose. Consequently, said Cross-Defendant SUBCONTRACTORS and SUPPLIERS, including ROES 1 through 350, are obligated to indemnify this Cross-Complainant for the full amount or some proportionate share, of any damages Plaintiff may recover against this Cross-Complainant.

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1 67. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

2 **NINTH CAUSE OF ACTION**

3 **(Breach of Written Contract)**

4 **(As to Cross-Defendant SUBCONTRACTORS, including ROES 1-250 and**
5 **Cross-Defendant SUPPLIERS, including ROES 251-350)**

6 68. Cross-Complainant incorporates by reference each and every allegation contained in
7 paragraphs 1 through 67 of this pleading as though fully set forth herein.

8 69. SUBCONTRACTORS and SUPPLIERS Cross-Defendants and ROES 1 through 350,
9 and each of them, entered into written AGREEMENTS with Cross-Complainant.

10 70. Cross-Complainant has performed and/or have been excused from performing all of
11 the terms and/or conditions of said AGREEMENTS.

12 71. Cross-Complainant is informed and believes, and based thereon alleges, that
13 SUBCONTRACTORS and SUPPLIERS Cross-Defendants and ROES 1 through 350 and each of
14 them have not performed their contractual obligations and duties expressly identified in their
15 respective AGREEMENTS with Cross-Complainant by, including, but not limited to, 1) Failing to
16 perform their work and/or supply materials in accordance with the plans and specifications for the
17 PROPERTY which is the subject of the underlying Complaint; and/or 2) Failing to perform their
18 work and/or supply materials in accordance with all laws, ordinances and regulations relating to the
19 work performed and/or materials supplied; and/or 3) Performing substandard work and/or furnishing
20 defective materials, thereby breaching their AGREEMENTS with Cross-Complainant. Cross-
21 Complainant has been damaged as a result of said breaches by each of said SUBCONTRACTORS
22 and/or SUPPLIERS Cross-Defendants and ROES 1 through 350 and each of them, including without
23 limitation, by virtue of having incurred attorneys' fees, investigative costs, and repair costs in an
24 amount to be ascertained.

25 72. Cross-Complainant has been compelled to incur attorneys' fees, investigative, court
26 or other costs to protect itself in said litigation, and has, therefore, been damaged as a result of the
27 breaches of each of said Cross-Defendant SUBCONTRACTORS and SUPPLIERS, including ROES
28 1 through 350, and each of them, in their respective duties and obligations under the AGREEMENTS.

1 This amount is not yet known and there will be further expenditures in order for this Cross-
2 Complainant to respond to the claims of Plaintiff in the underlying Complaint.

3 73. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

4 **TENTH CAUSE OF ACTION**

5 **(Breach of Written Contract)**

6 **(As to DESIGN PROFESSIONALS, including ROES 351-500)**

7 74. Cross-Complainant incorporates by reference each and every allegation contained in
8 paragraphs 1 through 73 of this pleading as though fully set forth herein.

9 75. DESIGN PROFESSIONAL Cross-Defendants and ROES 351 through 400, and each
10 of them, entered into written AGREEMENTS with Cross-Complainant.

11 76. Cross-Complainant has performed and/or has been excused from performing all of the
12 terms and/or conditions of said AGREEMENTS.

13 77. Cross-Complainant is informed and believes, and based thereon alleges, that DESIGN
14 CONTRACTOR Cross-Defendants and ROES 351 through 400 and each of them have not performed
15 their contractual obligations and duties expressly identified in their respective AGREEMENTS with
16 Cross-Complainant by, including but not limited to, 1) Failing to perform their work and/or supply
17 materials in accordance with the plans and specifications for the PROPERTY which is the subject of
18 the underlying Complaint; and/or 2) Failing to perform their work and/or supply materials in
19 accordance with all laws, ordinances and regulations relating to the work performed and/or materials
20 supplied; and/or 3) Performing substandard work and/or furnishing defective materials, thereby
21 breaching their Contracts with Cross-Complainant. Cross-Complainant has been damaged as a result
22 of said breaches by each of said DESIGN PROFESSIONAL Cross-Defendants and ROES 351
23 through 400 and each of them, including without limitation, by virtue of having incurred attorneys'
24 fees, investigative costs, and repair costs in an amount to be ascertained.

25 78. Cross-Complainant has been compelled to incur attorneys' fees, investigative, court
26 or other costs to protect itself in said litigation, and has, therefore, been damaged as a result of the
27 breaches of each of said DESIGN PROFESSIONAL Cross-Defendants, including ROES 351 through
28 400, and each of them, in their respective duties and obligations under the AGREEMENTS. This

1 amount is not yet known and there will be further expenditures in order for this Cross-Complainant
2 to respond to the claims of Plaintiff in the underlying Complaint.

3 79. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

4 **ELEVENTH CAUSE OF ACTION**

5 **(Breach of Contract - Insurance)**

6 **(As To All SUBCONTRACTORS Cross-Defendants, including ROES 1-250 and**
7 **SUPPLIERS Cross-Defendants, including ROES 251-350 and DESIGN PROFESSIONAL**
8 **Cross-Defendants, including ROES 351-400)**

9 80. Cross-Complainant realleges and incorporates herein by reference each and every
10 allegation set forth in Paragraphs 1 through 79 as though fully set forth herein.

11 81. The written AGREEMENTS required the SUBCONTRACTORS Cross-Defendants,
12 including ROES 1 through 250 and SUPPLIERS Cross-Defendants, including ROES 251 through 350
13 and the DESIGN PROFESSIONAL Cross-Defendants, including ROES 351 through 400, to procure
14 insurance that would have and does cover Plaintiff's claims relating to the PROPERTY and which
15 would provide insurance coverage to Cross-Complainant as an additional insured.

16 82. Cross-Complainant is informed and believes, and based thereon alleges, that the
17 SUBCONTRACTORS Cross-Defendants, including ROES 1 through 250 and/or SUPPLIERS Cross-
18 Defendants, including ROES 251 through 350 and/or DESIGN PROFESSIONAL Cross-Defendants,
19 including ROES 351 through 400, have breached the AGREEMENTS by failing to procure the
20 necessary insurance, including without limitation by failing to name Cross-Complainant as additional
21 insured under their respective insurance policies.

22 83. As a proximate cause of the SUBCONTRACTORS Cross-Defendants' and SUPPLIERS
23 Cross-Defendants' and DESIGN PROFESSIONAL Cross-Defendants, including ROES 1 through 400
24 and each of their failure to procure the necessary insurance, Cross-Complainant continues to suffer
25 damages in an amount to be proved at trial.

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1 84. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

2 **TWELFTH CAUSE OF ACTION**

3 **(Negligence)**

4 **(As To All Cross-Defendants, including ROES 1-500)**

5 85. Cross-Complainant incorporates by reference each and every allegation contained in
6 paragraphs 1 through 84 of this pleading as though fully set forth herein.

7 86. Cross-Complainant is informed and believes, and based thereon alleges, that Cross-
8 Defendants, including ROES 1 through 500, and each of them, negligently, carelessly and wrongfully
9 failed to use reasonable care in the design, development, manufacture, supervision, maintenance,
10 repair, supply of materials, installation, inspections and/or construction at the PROPERTY which is
11 the subject of the underlying Complaint.

12 87. Cross-Complainants is further informed and believes, and based thereon alleges, that
13 Cross-Defendants, including ROES 1 through 500, and each of them, negligently and carelessly failed
14 to exercise reasonable care and diligence to avoid loss and to minimize and mitigate damages which
15 could have been prevented by reasonable efforts on the part of said Cross-Defendants, including
16 ROES 1 through 500, and each of them, or by expenditures which should have been made in the
17 exercise of due care.

18 88. Cross-Complainant is informed and believes, and based thereon alleges, that the
19 failures and damages alleged by Plaintiff occurred because of the negligence of Cross-Defendants,
20 including ROES 1 through 500, and each of them.

21 89. As a direct and proximate result of the negligence of Cross-Defendants, including
22 ROES 1 through 500, and each of them, it is herein alleged that Cross-Complainant has incurred and
23 continue to incur costs and expenses including but not limited to litigation costs, consultants' fees,
24 attorneys' fees and contractors' fees to inspect, repair and mitigate damages arising out of said
25 negligent design, construction, repair and maintenance and to defend against action herein.

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1 90. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

2 **THIRTEENTH CAUSE OF ACTION**

3 **(Strict Products Liability)**

4 **(As To All SUBCONTRACTORS Cross-Defendants, including ROES 1-250 and**
5 **SUPPLIERS Cross-Defendants, including ROES 251-350)**

6 91. Cross-Complainant realleges and incorporates herein by reference each and every
7 allegation set forth in Paragraphs 1 through 90 as though fully set forth herein.

8 92. Cross-Complainant alleges that Cross-Defendant SUBCONTRACTORS and
9 SUPPLIERS, including ROES 1 through 350, and each of them, were at all times material to this
10 Cross-Complaint in the business of designing, manufacturing, assembling, labeling, distributing and/or
11 selling products which are component parts at the PROPERTY which is the subject of the underlying
12 Complaint.

13 93. Cross-Complainant alleges that Cross-Defendant SUBCONTRACTORS and
14 SUPPLIERS, including ROES 1 through 350, and each of them, knew and intended that their
15 products, as components for the PROPERTY which is the subject of the underlying Complaint, would
16 be purchased by a member of the public at large and used by the purchaser and any subsequent
17 purchaser without further inspection for defects.

18 94. Cross-Complainant is informed and believes, and based thereon alleges, that Plaintiff
19 has alleged that these products were defectively designed, manufactured, assembled, labeled,
20 distributed and/or sold and that as a consequence of said defects, the PROPERTY which is the subject
21 of the underlying Complaint has experienced damages as otherwise alleged in the Complaint.

22 95. Cross-Complainant is informed and believes, and based thereon alleges, that Plaintiff
23 has alleged that the products used in the component part of the PROPERTY which is the subject of
24 the underlying Complaint was defective and unfit for the purpose for which they were intended.

25 96. As a direct and proximate result of the defects claimed and the products used in the
26 components of the Plaintiff's PROPERTY which is the subject of the underlying Complaint, Cross-
27 Complainant will suffer damages in a sum equal to any sums paid by way of settlement, or, in the
28 alternative, judgment rendered in favor of Plaintiff against Cross-Complainant, in any action asserted

1 against Cross-Complainant by Plaintiff.

2 97. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

3 **FOURTEENTH CAUSE OF ACTION**

4 **(Contribution)**

5 **(As to all Cross-Defendants, including ROES 1-500)**

6 98. Cross-Complainant incorporates by reference each and every allegation contained in
7 paragraphs 1 through 97 of this pleading as though fully set forth herein.

8 99. Cross-Complainant is entitled to contribution from Cross-Defendants, including ROES
9 1 through 500, and each of them, for the injuries and damages allegedly sustained by Plaintiff, if any,
10 as a result of any judgment or settlement awarded against Cross-Complainant herein.

11 100. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

12 **FIFTEENTH CAUSE OF ACTION**

13 **(Declaratory Relief re: Duty to Defend)**

14 **(As to All Cross-Defendants, including ROES 1-500)**

15 101. Cross-Complainant incorporates by reference each and every allegation contained in
16 paragraphs 1 through 100 of this pleading as though fully set forth herein.

17 102. A written AGREEMENT exists between Cross-Complainant and Cross-Defendants,
18 and each of them, including ROES 1 through 500. Each AGREEMENT is incorporated herein by
19 reference as though fully set forth at this point.

20 103. The subject AGREEMENTS contain an express indemnity provision the terms of
21 which is subject to proof at trial.

22 104. A claim or loss within the meaning of the subject express indemnity clauses contained
23 in the above-mentioned contracts has arisen by virtue of the fact that Plaintiff has filed a Complaint
24 against Cross-Complainant, claiming damages in relation to the conditions at the PROPERTY which
25 is the subject of the underlying Complaint, and that these conditions claimed in Plaintiffs' Complaint
26 pertain to the services, scope of work performed and/or materials provided by Cross-Defendants,
27 including ROES 1 through 500, and each of them, as referenced above.

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1 105. Cross-Defendants, including ROES 1 through 500, and each of them, have a present
2 duty to defend against any claims made against Cross-Complainant pursuant to the subject contract,
3 pursuant to California Civil Code section 2778, and as a result of the assertion of a claim and/or loss
4 arising out of the services, scope of work performed and/or materials provided by Cross-Defendants,
5 including ROES 1 through 500, and each of them, as referenced above. Cross-Complainant has a
6 present legal right to be provided a defense by the Cross-Defendants, including ROES 1 through 500,
7 and each of them, as referenced above. California Civil Code section 2778 provides, in pertinent part,
8 that:

9 In the interpretation of a contract of indemnity, the following rule is to be applied,
10 unless a contrary intention appears:

11 ***

12 4. The person indemnifying is bound, on request of the person indemnified, to
13 defend actions or proceedings brought against the latter in respect to the matters
14 embraced by the indemnity, but the person indemnified has the right to conduct such
15 defenses, if he chooses to do so.

16 106. Cross-Complainant will/has tender(ed) the defense of this action to all Cross-
17 Defendants, including ROES 1 through 500, and each of them, as referenced above, each of whom
18 has, to date, failed to respond, rejected, ignored, or failed to properly accept the tender of defense.

19 107. Cross-Complainant is informed and believes, and based thereon alleges, that a dispute
20 has arisen and an actual controversy now exists between Cross-Complainant and the Cross-
21 Defendants, including ROES 1 through 500, and each of them, in that Cross-Complainant contends
22 that it is entitled to a present defense from the Cross-Defendants, including ROES 1 through 500, and
23 each of them, while Cross-Defendants, including ROES 1 through 500, and each of them, deny such
24 obligations under the AGREEMENTS.

25 108. Cross-Complainant hereby seeks a Declaration by the Court as to its respective rights
26 and said Cross-Defendants' duties and obligations as to the duty to defend in connection with the
27 matters herein alleged, and a judgment in Cross-Complainant's favor as to any obligations by said
28 Cross-Defendants, including ROES 1 through 500, and each of them, referenced above, to Cross-

1 Complainant herein.

2 109. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

3 **SIXTEENTH CAUSE OF ACTION**

4 **(Declaratory Relief: Duty to Indemnify)**

5 **(As to All Cross-Defendants, including ROES 1-500)**

6 110. Cross-Complainant incorporates by reference each and every allegation contained in
7 paragraphs 1 through 109 of this pleading as though fully set forth herein.

8 111. Under the written AGREEMENTS, identified above, which is subject to proof at the
9 time of trial, Cross-Defendants, including ROES 1 through 500, and each of them, are obligated to
10 indemnify Cross-Complainant from any liability, loss, or damage in this action relating to the matters
11 embraced by the indemnity provision and arising out of the services, scope of work performed and/or
12 materials provided by Cross-Defendants, including ROES 1 through 500, and each of them.

13 112. Cross-Complainant is informed and believes, and based thereon alleges, that a dispute
14 has arisen and an actual controversy now exists between Cross-Complainant and the Cross-
15 Defendants, including ROES 1 through 500, and each of them, in that Cross-Complainant contends
16 that it is entitled to indemnification from the Cross-Defendants, including ROES 1 through 500, and
17 each of them, while Cross-Defendants, including ROES 1 through 500, and each of them, deny such
18 obligations under the AGREEMENTS.

19 113. Cross-Complainant seeks a Declaration by this Court as to its respective rights and said
20 Cross-Defendants' duties and obligations as to the matters herein alleged, and a judgment in Cross-
21 Complainant's favor as to the existence of the indemnity provision.

22 114. WHEREFORE, Cross-Complainant prays for judgment as hereinafter set forth.

23 **SEVENTEENTH CAUSE OF ACTION**

24 **(Declaratory Relief)**

25 **(As To All Cross-Defendants, including ROES 1-500)**

26 115. Cross-Complainant realleges and incorporates herein by reference each and every
27 allegation set forth in Paragraphs 1 through 114 as though fully set forth herein.

28 //

116. An actual controversy has arisen and now exists between Cross-Complainant and Cross-Defendants, and each of them, should Plaintiff recover against Cross-Complainant by way of judgment, settlement or compromise in this action.

117. Cross-Complainant further contends that the trier of fact in the instant action should determine as to any judgment herein, the percentage or ratio of contributing culpability, fault, responsibility and/or negligence between Plaintiff, Defendants, Cross-Complainant and Cross-Defendants, and each of them, so that the actual contributing culpability, fault, misconduct and/or negligence of each party can be determined and set forth in jury verdict and/or judgment.

118. Cross-Complainant has no other existing, speedy, adequate or proper remedy other than that prayed for by which the rights of the parties hereto may be determined.

WHEREFORE, Cross-Complainant prays for judgment against Cross-Defendants, including ROES 1 through 500, and each of them, as follows:

FIRST CAUSE OF ACTION:

1. For a judicial determination of the comparative fault of Cross-Complainant and Cross-Defendants and ROES 1 through 500 herein, and each of them, for the damages claimed by Plaintiff, if any are found to exist;

SECOND CAUSE OF ACTION:

2. That Cross-Complainant be entitled to implied contractual indemnity and/or apportionment, and/or contribution from Cross-Defendants and ROES 1 through 500 herein, and each of them;

THIRD CAUSE OF ACTION:

3. That Cross-Complainant be entitled to equitable contractual indemnity, apportionment, and contribution from Cross-Defendants and ROES 1 through 500, and each of them, in accordance with their respective faults;

FOURTH CAUSE OF ACTION:

4. That Cross-Complainant be entitled to equitable indemnity from Cross-Defendants and ROES 1 through 500, and each of them;

//

1 **FIFTH CAUSE OF ACTION:**

2 5. That Cross-Complainant be entitled to total express indemnity from Cross-Defendant
3 SUBCONTRACTORS ROES 1 through 250, and each of them;

4
5 **SIXTH CAUSE OF ACTION:**

6 6. That Cross-Complainant be entitled to total express indemnity from DESIGN
7 PROFESSIONALS ROES 251 through 500, and each of them;

8 **SEVENTH CAUSE OF ACTION:**

9 7. That Cross-Complainant be entitled to damages for breach of express warranties from
10 Cross-Defendant SUBCONTRACTORS and ROES 1 through 250, and each of them;

11 **EIGHTH CAUSE OF ACTION:**

12 8. That Cross-Complainant be entitled to damages for breach of implied warranties from
13 Cross-Defendant SUBCONTRACTORS and ROES 1 through 250, and each of them;

14 **NINTH CAUSE OF ACTION:**

15 9. That Cross-Complainant be entitled to damages for breach of contract by the Cross-
16 Defendant SUBCONTRACTORS and ROES 1 through 250, and each of them;

17 **TENTH CAUSE OF ACTION:**

18 10. That Cross-Complainant be entitled to damages for breach of contract by Cross-
19 Defendants DESIGN PROFESSIONALS and ROES 251 through 500, and each of them;

20 **ELEVENTH CAUSE OF ACTION:**

21 11. That Cross-Complainant be entitled to damages for breach of contract as to insurance
22 provisions by Cross-Defendant SUBCONTRACTORS and SUPPLIERS, and ROES 1 through 250,
23 and each of them;

24 **TWELFTH CAUSE OF ACTION:**

25 12. That Cross-Complainant be entitled to damages for negligence from ALL Cross-
26 Defendants and ROES 1 through 500, and each of them;

27 //

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1 **THIRTEENTH CAUSE OF ACTION:**

2 13. That Cross-Complainant be entitled to damages for strict products liability from
3 SUBCONTRACTORS and SUPPLIERS Cross-Defendants and ROES 1 through 250, and each of
4 them;

5 **FOURTEENTH CAUSE OF ACTION:**

6 14. For a Declaration of the parties' respective rights and obligations under their respective
7 contracts;

8 **FIFTEENTH CAUSE OF ACTION:**

9 15. For a Declaration that each Cross-Defendant, has an obligation under their respective
10 contracts to provide a defense to Cross-Complainant in this action;

11 **SIXTEENTH CAUSE OF ACTION:**

12 16. For a Declaration that each Cross-Defendant has an obligation under their respective
13 contracts to indemnify Cross-Complainant in this action;

14 **SEVENTEENTH CAUSE OF ACTION:**

15 17. For a judicial determination of Cross-Complainant's rights and Cross-Defendants', and
16 each of them, obligations under their respective contracts to defend and indemnify Cross-Complainant
17 in this action pursuant to their respective contractual agreements;

18 **AS TO ALL CAUSES OF ACTION:**

19 18. For costs of suit incurred herein, including, but not limited to, costs of investigation
20 incurred in the prosecution of this Cross-Complaint;

21 19. For attorneys' fees incurred herein in the defense of the Complaint and in the
22 prosecution of this Cross-Complaint;

23 20. That Cross-Defendants be required to defend, indemnify, protect, and save harmless
24 Cross-Complainant herein from any loss, damage, costs, judgment, settlement, and expense, including,
25 but not limited to, attorneys' fees and Court costs related to and/or connected with the claims asserted
26 herein by Plaintiff and/or any other party; and,

27 //

28 //


1 21. For such other and further relief as the Court may deem just and proper.

2 DATED: October 23, 2009

CLAPP, MORONEY, BELLAGAMBA, VUCINICH,
BEEMAN & SCHELEY

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By: 
ROBERT A. BELLAGAMBA, ESQ.
Attorneys for Defendant and Cross-
Complainant PULTE HOME CORPORATION

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Juan & Paola Aquino, et al v. Pulte Home Corporation, et al
Riverside County Superior Court Case No. RIC 534230

PROOF OF SERVICE

I, the undersigned, hereby declare that I am over the age of eighteen years and not a party to the within action. My business address is 6130 Stoneridge Mall Road, Suite 275, Pleasanton, CA 94588. On the date indicated below, I served the within:

CROSS-COMPLAINT OF PULTE HOME CORPORATION

on the parties in this action by transmitting a true copy of the foregoing document(s) in the following manner:



(BY MAIL) I caused each of the above documents(s) to be placed in a sealed envelope, with postage thereon fully prepaid, to be deposited this date with the United States Postal Office at Pleasanton, California, addressed as follows:

SEE ATTACHED SERVICE LIST



(BY PERSONAL SERVICE) I caused to be delivered by hand this date each of the above documents, to the following:

SEE ATTACHED SERVICE LIST



(BY FACSIMILE) I caused each of the above documents to be faxed this date to the offices of the following:

SEE ATTACHED SERVICE LIST



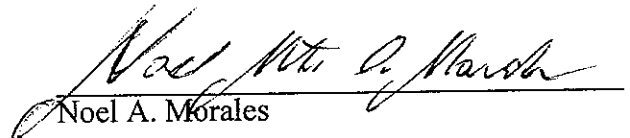
(BY FEDEX) I caused each of the above documents to be sent by FedEx this date to the offices of the following:

SEE ATTACHED SERVICE LIST



(BY LexisNexis FILE & SERVE) I caused to be delivered by LexisNexis File & Serve this date each of the above documents, for which our office will maintain the LexisNexis filing receipt.

Executed on October 23, 2009, at Pleasanton, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Noel A. Morales

Proof of Service list

Aquino, Juan & Paola, et al v. Pulte Home Corporation, et al

Riverside County Superior Court Case No.

RIC 534230

Date: October 23, 2009

Our File No.: 9505\03670

Our Client: Pulte Home Corporation

Atty for Plaintiffs Juan & Paola Aquino, et al

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

**BUILDING MATERIALS HOLDING
CORPORATION, et al.,**

Debtors.

Chapter 11

Case No.: 09-12074 (KJC)

Jointly Administered

Re: Docket No. _____

**ORDER GRANTING MOTION
FOR RELIEF FROM THE AUTOMATIC STAY**

Upon consideration of the Motion for an Order for Relief from the Automatic Stay (“Motion”) to allow Pulte Home Corporation (“Pulte”) to prosecute the underlying state court action against the debtor, HNR Framing Systems, Inc. (“Debtor”), and any responses thereto, and after opportunity for a hearing and due and sufficient cause appearing therefore,

It is hereby ORDERED and DECREED this _____ day of _____, 2010, that:

1. The Motion is GRANTED.
2. Relief from the automatic stay is hereby GRANTED pursuant to § 362(d) of the Bankruptcy Code to permit Pulte to proceed with prosecution of its Cross-Complaint against Debtor;
3. Pulte is hereby allowed to assert its claims against the liability insurance policies of Debtor;
4. In the event Pulte obtains a judgment against Debtor or otherwise resolves the state court action, Pulte may receive Debtor's insurance policy proceeds without any further

approval by this Court; and

5. This Order shall be effective immediately.

Dated: _____

Honorable Kevin J. Carey, Chief Judge
United States Bankruptcy Court

CERTIFICATE OF SERVICE

The undersigned certifies that on January 11, 2010, he caused true and correct copies of the foregoing *Motion of Pulte Home Corporation for Relief from Automatic Stay* to be served upon the following parties via first class U.S. Mail:

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SEE ATTACHED CONTINUED SERVICE
LIST

/s/ Garvan F. McDaniel
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Proof of Service list
Aquino, Juan & Paola, et al v. Pulte Home Corporation, et al
Riverside County Superior Court Case No. RIC 534230
Date: January 11, 2010
Our File No.: 9505\03670
Our Client: Pulte Home Corporation

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