



**Work Order Agreement
Services to be provided for Empire Construction**

Date: March 20th, 2023

Empire Construction Work Order No: 2-145-19

Job Address: 12853 El Camino Real, Ste. 111, San Diego, California 92130

Subcontractor Name: National Tab

Subcontractor agrees to perform the following services for Empire Construction:

*Contract Specifications: See attached "Exhibits"

Subtotal: Four Thousand Two Hundred Ninety-Seven Dollars And Ninety-Two Cents (\$4,297.92)

Total Contracted Price: Four Thousand Two Hundred Ninety-Seven Dollars And Ninety-Two Cents (\$4,297.92)

Terms:

- This is a contracted price. Any additional work must be separately approved with a written agreement. This is not an invoice. An invoice must be submitted by subcontractor for payment upon completion of services. This contract is binding and must not exceed "Total Contracted Price" listed above.
- Subcontractor must complete and maintain Empire Construction Authorized Vendor status while contracted. Any non-compliance may result in immediate contract cancellation.
- Remit all invoices to invoices@gcempire.com
- All invoices are paid at NET 30 upon client payment to General Contractor

AGREED & ACCEPTED

NATIONAL TAB

EMPIRE CONSTRUCTION

DocuSigned by:

Will Turnbough

0EA29F5452E446A...

DocuSigned by:

Kevin Kansaki

5FG28A5E04604AC...

By: Will Turnbough

By: Kevin Kansaki

Date: 4/3/2023

Date: 4/3/2023

DocuSigned by:

Shelly Castro

80B92AD7152B4A3...

General Contracting • Construction Management
 TOLL FREE 888.296.2078
 P.O. Box 533, Tustin, California 92781
 Tel. 714.836.7755 Fax 714.455.7191
www.gcempire.com
 GC License #973962



Sweetgreen - Del Mar
National Tab
Job #: 2-145
Commitment #: 2-145-19

EXHIBIT A

Subcontractor shall furnish all supervision, labor, materials, supplies, layout, equipment, facilities, and everything else necessary to perform and shall perform all the work for the construction and completion of the following parts of the project:

SCOPE OF WORK:

For clarification purposes only, this subcontract shall include layout, labor, equipment, materials, clean-up, hoisting, and submittal requirements necessary to provide complete and fully functional HVAC Test and Balance scope of work for the project in its entirety per the contract documents including all civil, architectural, structural and MEP drawings and specifications. All supervision required for the performance of the work is included within this agreement. Subcontract includes the ability to work in multiple locations within the project at one time and as required by Empire Construction (hereafter also known as the Contractor) and the project schedule. All necessary mobilizations for this work are included within the agreement.

Scope of work to include, but not limited to:

15-950 - HVAC TEST AND BALANCE - see inclusions
see list of attachments-

1. Schedule
2. LL rules & regs
3. Space work letter for LL promised turnover items

Inclusions:

Site conditions-

- See Landlord attached rules
- Subcontractor upon signing of contract agrees to all LL rules and regulations
- All LL regulation will be followed at all times
- Any penalties issued by LL to subcontractor will be paid by Empire and reimbursed to Empire in the form of a contract deductive change order
- All deliveries must be coordinated thru Empire onsite superintendent to work with LL provided building hours.
- All noisy work may be shut down due to existing tenants in the building. Hours to be coordinated through Empire construction

Scope of work is to include but not limited to:

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- Always maintain a hospital clean jobsite, including adjacent streets. This is an open restaurant.
- All personnel to comply with OSHA, EPA standards.
- All personnel to comply with PPE Requirements.
- Tailgate safety meeting to be held onsite as required.
- Sub-contractor to protect all finishes by other trades.
- All visitors must fill sign-in sheet at worksite and check in with Superintendent.
- Subcontractor understands this is a fast track project with Liquidated damages in the cost of \$1,000 per day
- Subcontractor understands this is a Cal-Green project and all documentation thereto
- Subcontractor must submit Change Orders within 48 hours of being notified
- Subcontractor will assist in Layout of Said trades work with other Trades.
- Subcontractor will capture all wet debris and dispose of properly. Dry debris can be placed in dumpster provided by General Contractor.
- Subcontractor will provide all equipment to install said trades work.
- All submittals and or shop drawings are due within 5 days of Notice To Proceed
- Subcontractor will abide by all COVID-19 rules and regulations
- Subcontractor will abide by all site rules and regulations
- Subcontractor has walked the site and understands the scope of work
- Subcontractor understand the contract is based on the entire set of plans
- Subcontractor will abide by all City of Rules and regulations
- Parking will be at the expense of the subcontractor.
- Provide Testing and balancing of the following:
 - All HVAC Units
 - All Fans
 - All Air Devices
 - Building Pressure Functional check
 - HVAC Balance schedule of flows as compared to design tolerances.
 - Reporting and Project Management

Exclusions:

Exclusions:

1. Title 24 Acceptance Testing (CA)
2. Sheave or belt relacement.
3. DALT
4. Sound vibration testing
5. Indoor air quality testing
6. Pre-testing

COORDINATION & GENERAL ITEMS:

Subcontract includes coordination with Empire Construction onsite supervision throughout construction for utilization and disposal of materials and/or equipment, documentation, and coordination. Subcontractor shall cooperate with and adhere to the project schedule throughout the duration of the project including all changes to the project schedule. Subcontract includes provision of qualified personnel as necessary to maintain the project schedule during the course of construction and completion of this scope of work. Subcontract includes provisions for and site

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security of storage areas, and daily clean-up. This subcontract also includes the coordination with the Contractor, private utilities, other subcontractors, deputy inspectors, inspectors and governing authorities for the correct installation and connection to all material, devices or equipment to be installed at the project.

COORDINATION & GENERAL ITEMS:

- For terms and purposes set forth in this contract Empire Construction is denoted as the Contractor and this contract enters into an agreement with the Subcontractor (firm executing this sub-contract agreement). The construction documents denote Empire Construction is the General Contractor.
- When the documents call out for the General Contractor to provide/furnish or install a certain scope item that may fall within the scope of work of this subcontract it is this Subcontractor's responsibility not Empire Constructions.
- Absolutely no substitutions on any products indicated within the plans and specifications unless with prior written approval.
- All change order procedures must be followed per the Contractors change order guidelines – that includes the timeliness of submission, all proper forms, accurate and correct input into these forms.
- Any part of the work that is tested by the Contractors or owners independent testing company and found to be non-compliant with proper specifications will be removed, re-installed and re-tested at the expense of the supplier or subcontractor (if or as applicable)
- Hard hats, reflective vests/bright colored tee shirts, work boots, safety glasses, harnesses and any other protective clothing or equipment are required at all times by every employee. Strict adherence to these safety requirements is expected and if not followed the responsible employee or company will be removed from the jobsite.
- Project is to be sequenced per the project schedule; if durations are not met, Subcontractor will be required to work overtime and weekends to achieve these durations. Overtime and/or weekend work will be mandatory if the durations are not being met on a 5 day 40-hour work week. Furthermore, weather days ultimately will not change the schedule Empire Construction has with the owner.
- Note: this is not a 5 day per week/8 hour per day project. Work hours/days are expected to be as needed/directed to maintain durations established on the project schedule. Liquidated damages shall apply should the entire project be delayed due to the sole negligence, performance, absence or lack of manpower.
- Work hours are to be as directed by the Empire Construction Project Superintendent.
- Any subcontractor installing owner or contractor furnished items will be responsible for unloading, staging, and storage. Once the materials are unloaded, the installing Subcontractor is completely responsible for these materials until the owner has accepted the final building.
- Contract Documents included within this contract are as follows (though not necessarily limited to):
 - o Civil, Civil Electrical, General Architectural, Structural, Architectural, Interior Architectural, Fire Alarm, Fire Suppression, Plumbing, Mechanical, Electrical, Energy Management, Electrical Site Plan, Telecommunications and System Plans date
 - o Exhibit "E"
- Attachments to the contract are as follows and all are to be followed as part of this contract:
 - o Exhibit A – Scope of Work
 - o Exhibit C – "Welcome Package"

- o Exhibit D – Insurance Requirements
- Fuel and/or flammable or caustic storage on site must be properly contained (secondary containment)
- Locate utilities prior to any subsurface work.
- Must provide lien releases (on correct forms) and follow Contractors Subcontractor pay application process and processes.
- Must provide proof and or certificates of insurance. All forms must be 100% complete, turned in and approved prior to subcontractor being able to work on site. Empire Construction will not extend any contract duration days if Subcontractor fails to submit or correct these on time. Subcontractor shall provide the following evidence of insurance:
 - o See Exhibit “D”

Subcontractor shall cooperate with and adhere to the project schedule throughout the duration of the project. Subcontract includes provision of a full-time, onsite superintendent during the course of construction and completion of this scope of work. Subcontract includes provisions for and site security of storage areas, and daily clean-up. This subcontract also includes the coordination with all private utilities and other subcontractors for the correct installation or connection to all systems, equipment, or devices to be installed at the project.

Subcontractor specifically acknowledges its obligation to fulfill all responsibilities as it pertains to all submittals required for the scope of work of this Subcontract. This project will not require submittals for your trade.

- A. No payment will be made until submittals, samples and shop drawings for items billed have been received by Empire Construction and approved for use on this project.
- B. Submittals must be prepared as required by the Contract.
- C. All catalog cuts and product data must be clearly marked or highlighted on each page of each submittal as to which item is being submitted and marked with the applicable specification paragraph number and/or plan detail. All submittals shall be organized in the same sequential order as the Specification Section for which it is being submitted.
- D. Subcontractor shall provide the exact materials called for on the plans and in the specifications. Variations from the Contract requirements must be clearly identified as variances. Any approved submittals containing variances that are not clearly identified are not approved variances.
- E. Subcontractor shall be responsible for any and all extra costs associated with any and all required changes to the work resulting from the acceptance of any variances proposed by Subcontractor.

Total Contract Amount \$4,297.92

End of Exhibit A

EC Initials 

SUB Initials 

2-145
National Tab

EXHIBIT B

By signing this Exhibit B you fully acknowledge and agree to use all company resources to meet, perform and complete your scope of work per Empire Construction's schedule and deadlines. It is your sole responsibility to review the schedule posted in Procore. Empire Construction has given you access at any time through the duration of the project to view the schedule. Failure to perform scheduled deadline dates can result in back charges per Empire Construction's discretion.

By signing below, I fully acknowledge and agree to the terms of this exhibit.

National Tab

DocuSigned by:

Will Turnbough

0EA29F5452E446A...

Contractor Signature

4/3/2023

Date



Project Contact Information

Project # 2-145 **Subcontractor Name** National Tab

Project Name Sweetgreen - Del Mar

Project Manager:

Phone _____

Email _____

Project Superintendent:

Phone _____

Email _____

Contract Administrator:

Phone _____

Email _____

Accounting Contact:

Phone _____

Email _____

Emergency Name:

Phone _____

SUBCONTRACTOR'S WARRANTY

Project: 2-145 Sweetgreen - Del Mar
12853 El Camino Real, Ste. 111
San Diego, California 92130

Sub-Contractor: National Tab

Subcontractor warrants and guarantees all workmanship and materials against original defects, against failure under ordinary circumstances on HVAC Test and Balance. Exclusive for one (1) year from the date of substantial completion.

Subcontractor agrees to repair or replace all such defective work and materials at no expense to the Owner and Contractor. Only pertaining to HVAC Test and Balance.

Subcontractor will respond in a timely manner, twenty-four (24) to forty-eight (48) hours maximum.

Subcontractor hereby guarantees the work to the full extent of the provisions of plans, specifications and general conditions. In any event, the above-named subcontractor shall pay for all damage to the building resulting from defects in the work and all expenses necessary to remove, replace, and/or repair the work and any other work, which may be damaged in removing or repairing the work.

DocuSigned by:

Will Turnbough

0EA29F5452E446A...

Signature

will Turnbough

Printed Name

VP NATIONAL

Job Title

National Tab

Company Name

1329 E Kemper Rd Suite 4210

Street Address

Cincinnati, Ohio 45246

City, State, and Zip Code



EXHIBIT "C"

March 20, 2023

Dear Subcontractor,

We are pleased that you have accepted a contract with Empire Construction ("Contractor") and look forward to developing a successful working relationship with you. Below are guidelines for submitting invoices and/or applications for payment. Following the below guidelines will assist timely payment processing.

CONDITIONS PRECEDENT TO START OF WORK

1. Subcontract Agreement must be fully executed by both parties.
2. Approved Certificate Of Insurance and Endorsements

Initial

REVIEW AND INITIAL EACH ITEM ATTACHED (do not alter originals):

^{DS}
WT

JOB/REFERENCE

2-145 - Sweetgreen - Del Mar

^{DS}
WT

(must be on all correspondence)

SUBCONTRACT DOCUMENT:

Initial, sign and return all copies to this office.

We will return one completely executed copy to you for your records. Return this informational form with the executed Subcontract forms.

^{DS}
WT

AFFIDAVIT OF SUBCONTRACTORS AND SUPPLIERS:

Please complete this Affidavit and return the same to this office with the Subcontract, indicating any and all subcontractors and/suppliers you have retained to perform any portion of the Work for any component of the entire contract term.

^{DS}
WT

PROJECT SCHEDULE:

Subcontractor shall perform its Work in accordance with the attached Project Schedule and two week detailed look- ahead schedules created throughout the course of the Project. There will be no diversions from this schedule unless approved by the Project Manager.

^{DS}
WT

SUBMITTALS:

Provide your Safety and Loss Prevention Plan and Material Safety Data Sheets for materials to be utilized on the Project.



DS
WT

INVOICE SUBMITTAL PROCEDURE:

Subcontractor invoices will be provided to you by the 25th of each month for work completed through the end of the month. Please have any sub-tier waivers for the billing month sent to no later than the 15th of the following month. All invoices are to be e-mailed directly to invoices@gcempire.com.

DS
WT

INSURANCE REQUIREMENTS:

Reference insurance language in "Exhibit D" for mandatory insurance requirements.

DS
WT

CHANGE ORDERS:

Empire Construction requires that all change orders be approved directly by the Project Manager only. No change orders approved in the field by a superintendent will be approved unless a signed copy of the change order has been acknowledged and signed by the Project Manager or Project Assistant. All change orders must have properly signed contract documentation to be processed for payment. All change orders are due 24 hours after they are requested by Empire and not at the completion of the project. In addition all change orders must be billed separately from the original contracted work, they may not be billed on the same invoice and 10% retention must be held from each invoice.

DS
WT

WARRANTY LETTER:

Warranty letter to be submitted to the Project Engineer.



OWNER/LENDER PRELIMINARY NOTICE
INFORMATION

As of 03/20/2023

PROJECT:

Name: Sweetgreen - Del Mar
Address: 12853 El Camino Real, Ste. 111
San Diego, California 92130

PROPERTY OWNER:

Name: Del Mar Highlands Town Center Associates I, LLC; Del Mar Highlands Town Center Associates II, LLC 200 East Baker Street, Suite 100, Costa Mesa, CA 92626

CONTRACTED WITH:

Name: Sweetgreen
Address: 3101 W Exposition Blvd., Los Angeles, California 90018

LENDER INFORMATION: Not Applicable

BOND INFORMATION: Not Applicable

GENERAL CONTRACTOR:

Name: **EBS Construction Services Inc, DBA Empire Construction**
Address: 1570 E Edinger Ave Ste A
Santa Ana, California 92705
Phone: +17148367755

CONTACTS:

Project Manager: Kevin Kansaki
Project Engineer: Monica Vasquez

Ph:
Ph: (714) 676-3615

email: kevink@gcempire.com
email: monicav@gcempire.com



Affidavit of Subcontractors and Suppliers

- Affidavit of Subcontractors and Suppliers.** Before Subcontractor begins any work on the project, Subcontractor shall submit an executed Affidavit (see following page) containing a complete list of names of all sub-subcontractors, materialmen, suppliers, and tool, or equipment, at any tier lower than Subcontractor (hereinafter "Supplier[s]") that will be used in connection with performance of the Work, and as to which Subcontractor expects to expend in excess of \$ **2,000** during performance of the Work.
- Supplier Information Required.** Such Affidavit shall include a description of the scope of Supplier's work or the materials it will be supplying, the value of such work or materials, the time period within which Supplier is to complete its work or supply materials, Supplier's name, email, telephone and facsimile numbers, and the name of a contact person with knowledge of Subcontractor's account.
- Affidavit in Payment Application.** With each application for payment, and as a condition precedent to receipt of any payment from the Contractor, Subcontractor shall submit a current and updated Affidavit and include therewith a list identifying all Suppliers whose charges to Subcontractor are included within the portion of the Work covered by the application for payment.
- Indicate if you are requesting joint checks for you suppliers on the Affidavit.**

Subcontractor Acknowledgement and Acceptance:  _____

Date: 4/3/2023

AFFIDAVIT OF SUBCONTRACTORS AND SUPPLIERS

Subcontractor/Supplier <i>(include address, telephone and facsimile)</i>	Contact Name	Scope of Work	Total Value for Project	Joint check request Y/N

National Tab

DocuSigned by:

Will Turnbough

[insert name of entity]

0EA29F5462E446A...

[Signature]

will Turnbough

4/3/2023

[Printed Name & Date]



Subcontractors Not Carrying Workers Compensation Insurance

Date: 3/31/2023

Project #: 2-145

Project Name: Sweetgreen - Del Mar

Subcontractor Name: National Tab

National Tab states that they will not have any employees or helpers of any kind on the jobsite that are not directly covered under their insurance working on this project Sweetgreen - Del Mar, including for Workers Compensation Insurance.

Agreed & Accepted

DocuSigned by:

Will Turnbough

0EA29F5452E446A...

Signature

VP NATIONAL

Title

4/3/2023

Date

EXHIBIT "D"

**STANDARD FORM OF AGEEMENT
INSURANCE REQUIREMENTS FOR EBS**

JOB# 2-145

**CERTIFICATE HOLDER:
EBS CONSTRUCTION SERVICES, INC.
P.O. BOX 533
TUSTIN, CA 92781**

Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, with carriers licensed to do business in the State of California, with a minimum Best's rating of A- VII in amounts specified below, including the following coverages:

I. Casualty Insurance

- A. **Workers' Compensation and Employer's Liability** insurance. Employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease and 1,000,000.00 per policy limit.

Waiver of Subrogation in favor of EBS Construction Services, Inc., is required.

- B. **Commercial General Liability** insurance (ISO Form CG 00 01) with a limit of not less than \$1,000,000 each occurrence, \$ 1,000,000 Personal/Advertising Injury, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground or property damage.

The "Occur" must be checked and under Gen'l Aggregate Limit Applies "Per Project" box must be checked.

Subcontractor shall name.
See page 4 for information.

Waiver of Subrogation in favor of EBS Construction Services, Inc., is required.

Subcontractor Initials


- C. **Automobile Liability** insurance with a Combined Single Limit of not less than \$1,000,000 each accident, including coverage for "Any Auto", "Hired Autos" and "Non-Owned Autos". Business auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Waiver of Subrogation in favor of EBS Construction Services, Inc., is required.

- D. **Excess Liability/Umbrella Policy.** Limit of not less than \$2,000,000 Each Occurrence and should apply to General Liability, Automobile Liability and Workers Compensation and Employers Liability. Follow form language must be noted on certificate of insurance.
- E. **Primary Insurance.** Insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to Contractor.
- F. **Waiver of Subrogation.** Each insurance policy shall contain a Waiver of Subrogation waiving all rights against Contractor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability, commercial Auto or Commercial Umbrella liability insurance

Certificates of Insurance

Subcontractor shall provide certificates of insurance to the Contractor executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencement of the work. The certificates of insurance shall provide that there will be no cancellation or material change of coverage without 30 days prior written notice to the Contractor. The certificate shall reflect all limiting or exclusionary endorsements amending the required ISO Form CG 00 01. The use of such limiting or exclusionary endorsements will be subject to the approval of Contractor.

The words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted from the certificate form’s cancellation provision.

Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor’s obligation to maintain such insurance.

Contractor shall have the right, but not the obligation, of prohibiting Subcontractor or any Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Contractor.

Subcontractor Initials ^{DS}


Failure to maintain the required insurance may result in termination of this contract at Contractor’s option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Contractor whenever requested.

Receipt by Contractor of any certificate of insurance or additional insured endorsement which does not comply with any provisions of this Section shall not act as a waiver to enforce any of these provisions at a later date in the performance of this Agreement.

Subcontractor shall provide certified copies of all insurance policies required above within 10 days of Contractor’s written request for said policies.

By requiring insurance herein, Contractor does not represent that coverage and limits will necessarily be adequate to protect Subcontractor and such coverage and limits shall not be deemed as a limitation on Subcontractor's liability under the indemnities granted to Contractor in this contract.

A. **Waiver of Subrogation.** Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If any applicable policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

Subcontractor Sign & Return All Copies:

DocuSigned by:
By: *Will Turnbough*
0EA29F5452E446A...
Print Name & Title: Will Turnbough VP NATIONAL
Date: 4/3/2023

CERTIFICATE OF LIABILITY INSURANCE

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE
	COMPANY ALL TO BE CALIFORNIA ADMITTED INSURANCE COMPANY LETTER A WITH BEST RATING OF A-OR BETTER.
INSURED	COMPANY LETTER B
	COMPANY LETTER C
	COMPANY LETTER D

COVERAGES

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY	XXXXXX	XXXXXX	XXXXXX	EACH OCCURANCE \$ 1,000,000.00
	<input type="checkbox"/> CLAIMS MADE				DAMAGE TO RENTED PREMISES (Each Occurrence) \$ 50,000.00
	<input checked="" type="checkbox"/> OCCUR				MEDICAL EXPENSE (Any One Person) \$ 5,000.00
	<input type="checkbox"/> OWNERS & CONTRACTOR PROTECTION				PERSONNEL & ADV INJURY \$ 1,000,000.00
	<input checked="" type="checkbox"/> PER PROJECT				PRODUCTS/COMPLETED OPERATIONS AGGREGATE \$ 2,000,000.00
	<input checked="" type="checkbox"/> WAIVER OF SUBROGATION-ENDORSEMENT REQ'D				GENERAL AGGREGATE \$ 2,000,000.00
	<input checked="" type="checkbox"/> ADDITIONAL INSURED-ENDORSEMENT REQUIRED				
B	AUTOMOTIVE LIABILITY				COMBINED SINGLE LIMIT (Each Accident) \$ 2,000,000.00
	<input checked="" type="checkbox"/> ANY AUTO	XXXXXX	XXXXXX	XXXXXX	BODILY INJURY (Per Person) \$ 2,000,000.00
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident) \$ 1,000,000.00
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per Accident) \$ 1,000,000.00
	<input type="checkbox"/> SCHEDULED AUTOS				UNINSURED MOTORIST COMBINED
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> WAIVER OF SUBROGATION-ENDORSEMENT REQ'D				
<input checked="" type="checkbox"/> ADDITIONAL INSURED-ENDORSEMENT REQUIRED					
A	UMBRELLA/EXCESS LIABILITY	XXXXXX	XXXXXX	XXXXXX	EACH OCCURRENCE \$ 2,000,000.00
	<input checked="" type="checkbox"/> UMBRELLA LIABILITY				GENERAL AGGREGATE \$ 1,000,000.00
	<input type="checkbox"/> EXCESS LIABILITY				
C	WORKERS COMPENSATION & EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> W/C STATUTORY LIMITS \$ 1,000,000.00
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE	XXXXXX	XXXXXX	XXXXXX	E.L. EACH ACCIDENT \$ 1,000,000.00
	<input type="checkbox"/> OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW.				E.L. EACH DISEASE-EA EMPLOYEE \$ 1,000,000.00
	<input checked="" type="checkbox"/> WAIVER OF SUBROGATION-ENDORSEMENT REQ'D				
A	TOOLS/EQUIPMENT INSURANCE FOR ALL SUBCONTRACTOR OWNED, BORROWED OR RENTED TOOLS, AND EQUIPMENT				
		XXXXXX	XXXXXX	XXXXXX	EACH OCCURRENCE \$ 1,000,000.00
					AGGREGATE \$ 1,000,000.00
D	OTHER				10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM REQUIRED.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

Sweetgreen - Del Mar 12853 El Camino Real, Ste. 111, San Diego, California 92130
 CERTIFICATE MUST NAME **EBS CONSTRUCTION SERVICES, INC. DBA EMPIRE CONSTRUCTION**; SWEETGREEN, DEL MAR HIGHLANDS TOWN CENTER ASSOCIATES I, LLC; DEL MAR HIGHLANDS TOWN CENTER ASSOCIATES II, LLC AND ALL RESPECTIVE PARENT ORGANIZATION, PARTNERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, SUBSIDIARIES, AND AFFILIATES TOGETHER WITH A NY MORTGAGE OR OTHER ENTITIES OR INDIVIDUALS AS THE OWNER MAY DIRECT AS THEIR INTEREST MAY APPEAR.

CERTIFICATE HOLDER	CANCELLATION
EBS CONSTRUCTION SERVICES, INC. DBA EMPIRE CONSTRUCTION PO. BOX 533 TUSTIN, CA 92781	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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

Identifying Information

Name of Claimant:

Name of Customer: EBS Construction Services Inc. dba Empire Construction

Job Location: 12853 El Camino Real, Ste. 111, San Diego, California 92130

Owner:

Through Date:

Conditional Waiver and Release

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

Maker of Check: EBS Construction Services Inc. dba Empire Construction

Amount of Check: \$

Check Payable to:

Exceptions

This document does not affect any of the following:

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

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

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

Identifying Information

Name of Claimant:

Name of Customer: EBS Construction Services Inc. dba Empire Construction

Job Location: 12853 El Camino Real, Ste. 111, San Diego, California 92130

Owner:

Conditional Waiver and Release

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

Maker of Check: EBS Construction Services Inc. dba Empire Construction

Amount of Check: \$

Check Payable to:

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature: