

Via PDF Document upload at FEMA website  
FEMA – Individuals & Households Programs  
National Processing Service Center, Hyattsville, MD 20782-7055

25 July 2023

Subject:

**Multifamily Road & Bridge Declarative Statement**

**FEMA Registration #:** 61-5573105  
**FEMA Disaster #:** 4683  
**Name:** William Eberly Hurst  
**Date of birth:** 23 August 1966  
**Place of birth:** Santa Barbara, CA USA  
**Telephone:** 805-886-1850  
**Current address:** 5587 W. Camino Cielo, Santa Barbara, CA 93105

In addition to this Multifamily claim, each of the individual homes have separate individual home claims.

The storm (**FEMA Disaster #:**4683) damaged a road used by multiple families (see Appendix A, red-lined road). We do not anticipate any further claims for this storm other than those appeal letters already sent.

To repair damages we need to repave the red highlighted portion of the road. The attached quote (after Appendix A) is for \$80,389 but this is without engineering or permitting, which is estimated at an additional \$25,000.

- The following addresses are linked because they form the affected community on West Camino Cielo: 5587, 5589, 5597, 5591, 5595, 5593
- No addresses mentioned herein are a part of a Home Owners Association or anything similar
- I/We accept responsibility to make repairs that will meet the requirements of any Environmental Planning and Historic Preservation initiative as well as County permitting
- I consent to FEMA speaking with the other households that are responsible for maintaining the shared access route and the sharing of documents and moneys involved with this project.
- I agree that our share of the money received for the repair or of the multifamily drainage issue will only be used to make the necessary access route repairs and combination with the other individuals who receive the money for the drainage issue and its related problems.
- I hereby declare under penalty of perjury that the foregoing is true and correct.

You may reach me at the phone and address above:

Sincerely,



William E. Hurst  
25 July 2023

# Appendix A

Affected road (see red highlight)





860 McMurray Road  
Buellton, CA 93427  
(800) 834-8488 | (805) 933-0882 Fax  
License #715641  
DIR #1000019226

DATE: 7/19/23  
PROPOSAL: 7200MH

Hurst Residence  
Attn: Bill Hurst  
5587 West Camino Cielo  
Santa Barbara, CA 93101

RE: Romaldo Upper Road, Santa Barbara, 93101

Dear Bill,

Thank you for the opportunity to bid on this project. The recommendations provided in this proposal pertain to criteria for pavement preservation and improvements. GPM strives to provide analyses and recommendations in accordance with the highest standards of care for the pavement preservation and rehabilitation profession.

### **We make it easy for you and your residents.**

- Pre-project planning process ensures on-time start and completion.
- Project maps showing the easiest routes in and out of the property.
- Experienced onsite teams committed to providing customer focused service.
- In-house customer service team for your residents to call with any questions. We field the questions, not you.

### **Your job done right the first time.**

- Commitment to delivering the quoted specifications, quality materials, and top-tier workmanship.
- Asphalt quantity is guaranteed within 3% of quoted tonnage.
- All projects are self-performed.
- 2-year warranty. Double the industry standard.

### **Proven success with projects just like yours.**

- Providing quality pavement management services for 3 decades.
- Over 90% of projects come from existing customers and referrals. Feel free to ask for references.
- Trusted pavement contractor for thousands of residential communities.
- We take great pride in exceeding our customer's expectations.

On behalf of our entire team, we look forward to working with you on this project.

Matt Hitchcock

# Site Map





# Proposed Solutions

General Pavement Management will furnish labor, services, materials, and equipment to complete the following scope of work in accordance with the plans and specifications identified below:

| <b><u>ASPHALT OVERLAY BID SCHEDULE</u></b>   | <b><u>Quantity</u></b> | <b><u>Price</u></b> |
|--|------------------------|---------------------|
| <u>3" Asphalt Overlay: (in red)</u><br>Wedge-grind the existing asphalt surface to a depth of 3" along the concrete gutters as needed to maintain drainage and provide a smooth transition. Clean the asphalt surface. Install 3" (after compaction) of hot mix asphalt over the prepared surface. Repave berm as existing throughout. | 12,000 SF              | \$80,389.00         |

| <b><u>ADD ALTERNATES (Optional Improvements)</u></b>  | <b><u>Quantity</u></b> | <b><u>Price</u></b> |
|---|------------------------|---------------------|
| <u>3" Asphalt Overlay: (in blue, done at the same time as above)</u><br>Wedge-grind the existing asphalt surface to a depth of 3" along the concrete gutters as needed to maintain drainage and provide a smooth transition. Clean the asphalt surface. Install 3" (after compaction) of hot mix asphalt over the prepared surface. Repave berm as existing.              | 3,720 SF               | \$24,920.00         |
| <u>1 1/2" Asphalt Overlay: (in green, done at the same time as above)</u><br>Wedge-grind the existing asphalt surface to a depth of 1 1/2" along the concrete gutters as needed to maintain drainage and provide a smooth transition. Clean the asphalt surface. Install 1 1/2" (after compaction) of hot mix asphalt over the prepared surface. Repave berm as existing. | 3,192 SF               | \$8,900.00          |

**Total Amount Approved    \$ \_\_\_\_\_**

If acceptable, please select applicable options, sign below, and submit to GPM for scheduling. Unless otherwise stated within this proposal, prices are valid for 15 days, and are subject to change without notice due to fluctuating material and delivery costs. Asphalt pricing is based on \$ per ton, including tax and delivery. Fuel surcharges and/or material increases incurred after signing will be added to final invoice. By signing, you agree to these terms and acknowledge and agree to the attached Standard Agreement & Disclosures.

Submitted by:

Accepted by:

Matt Hitchcock  
(805) 933-0909 Office  
(805) 856-8768 Mobile  
(805) 933-0882 Fax  
mhitchcock@gmpavement.com

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

### Billing Information

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

## STANDARD AGREEMENT & DISCLOSURES

**1. Quantities** – General Pavement Management, Inc. (herein, GPM) will verify actual quantities in the field. The Work shall consist only of the items and quantities set forth in this Proposal. If actual quantities verified by GPM exceed the quantities shown, Owner shall pay GPM for ("Excess Work") on a time and material basis, and the Contract Price shall be adjusted accordingly. The Contract Price and Unit Costs are discounted package rates for all items listed in the Scope of Work identified and set forth herein. Should GPM determine that any Excess Work materially impacts the difficulty, complexity, efficiency, orderliness or duration of the Work, GPM shall be entitled to an equitable adjustment of the Unit Costs for the purpose of calculating increases to the Contract Price.

**2. Standard Exclusions** – Unless otherwise specified herein, the Work and the Contract Price shall not include permits, permit or inspection fees, surveys, staking, testing, engineering, special or deputy inspections, gate loop replacement or repair, utility relocation or installation, premium labor (overtime, night, weekend or holiday), prevailing wages, removal or disposal of hazardous substances, heavy-duty cleaning, dewatering, security during non-working hours, off-site traffic control, trench compaction, trench plates, backfilling, and landscaping.

**3. Payment** – Owner shall pay all sums due GPM for the Work, as provided in this Contract. Actual prices will be determined by applying the field verified quantities to the unit prices. Payments are due within thirty (30) days of completion of each phase of work; unless an alternative payment schedule is stated in this proposal. Any payments not received by GPM by the date specified in the Payment Schedule ("Payment Due Date") shall bear interest from the Payment Due Date at the rate of one and one-half percent (1 1/2%) per month, equal to a rate of eighteen percent (18%) per annum, but not more than the maximum amount allowed by the laws of the state of California in effect on the date this Contract is entered into. If any payment shall not be made to GPM by the tenth (10th) business day after the Payment Due Date, GPM shall have the right to stop work provided that GPM delivers written notice to Owner not less than three (3) business days prior to stopping work. GPM may keep the job idle until all payments due are received. The foregoing procedure shall be in lieu of and shall be deemed to satisfy any and all requirements set forth in California Civil Code sections 8830 et seq. in order for GPM to stop the Work.

**4. Changes to the Work** - Should Owner, Owner's agents, employees or representatives, or any public body or inspector direct any modification or addition to the Work, or should Owner direct GPM to perform or furnish labor, services, materials or equipment not contemplated by the parties hereto at the time this Contract is signed ("Extra Work"), the cost of the Extra Work shall be added to the Contract Price. GPM shall perform Extra Work, obligating Owner to pay the cost of the Extra Work in addition to the Contract Price ("Change Order"). For the purpose of this paragraph, "cost" is defined as the cost of extra subcontracts, labor and materials, plus 16% of such "cost" for overhead and profit. GPM shall not be obligated to perform any Extra Work until and unless Owner shall have first approved a Change Order. Owner shall pay for Extra Work in accordance with the payment terms in Paragraph 3 above.

### 5. Insurance

**a. Owner's Insurance** - Owner shall purchase and maintain property insurance in a form acceptable to GPM upon the entire Project for the full cost of replacement as of the time of any loss. This insurance shall insure against loss from the perils of fire, extended coverage, and shall include "Builder's Risk" insurance for physical loss or damage including, without duplication of coverage, at least theft, vandalism, malicious mischief, transit, collapse, testing, and damage resulting from defective design, workmanship or material. Owner will increase limits of coverage, if necessary, to reflect estimated replacement costs. Owner will be responsible for any co-insurance penalties or deductibles. Owner does hereby waive any and all claims against GPM for any injury, damage or loss to persons or property arising out of or in connection with the entry, activity or work upon the Project by Owner or any other person entering at Owner's direction or invitation (other than GPM or anyone for whom GPM is responsible), and Owner shall indemnify, defend and hold harmless GPM from and against any injury, loss, damage, expense, claim, suit or action arising out of or related to such entry, activity or work.

**b. Contractor's Insurance** - GPM shall maintain workers compensation insurance in statutory form, and GPM shall obtain commercial general liability insurance with policy limits not less than \$1,000,000.00 for each occurrence and in the aggregate for bodily injury and property damage. GPM will name Owner as an additional insured on GPM's commercial general liability insurance policy as requested per contract.

**c.** If the Work is destroyed or damaged by an accident, disaster or calamity, such as fire, storm, flood, landslide, subsidence or earthquake, or by theft or vandalism, any work done by GPM to repair, restore, or render the Project safe shall be paid for by Owner in accordance with the terms of paragraph 4 herein.

**d.** The insurance obligations in this paragraph 5 are in addition to, and shall not in any way be limited by, the defense and indemnification obligations set forth in paragraphs 5(a), 6 and 11 herein.

**6. Indemnity** - In the event Owner shall authorize or direct other contractors or subcontractors who are not in privity of contract with GPM ("Other Contractors") to furnish labor, services, materials, or equipment in close proximity to or to be incorporated with the Work ("OC Work"), Owner acknowledges and agrees that GPM is not responsible for, and GPM shall not be liable for, the construction means, methods, techniques, sequences, and procedures employed by the Other Contractors and that GPM shall not be obligated to supervise the Other Contractors. In recognition of the foregoing and in the event that GPM or its officers, directors, partners, joint venturers, agents, employees, affiliates, parents or subsidiaries (collectively "Indemnitees") shall have a claim made against them, or become involved in litigation or arbitration, because of claims, damages, injury, or loss arising out of or related to the OC Work except as expressly set forth herein, Owner shall indemnify and defend Indemnitees against and hold them harmless from all such claims, loss, liability, and expense, including attorney's fees, incurred as a result. This indemnity shall be provided by Owner even if Indemnitees are partly responsible for the claim, damage, injury or loss, but Owner shall not provide indemnity for claims or losses caused by the active negligence or willful misconduct of Indemnitees. Owner's responsibility and obligation to indemnify and defend Indemnitees as set forth in this paragraph shall survive the termination or completion of this Contract for the full period of time allowed by California law. Furthermore, the defense and indemnification obligations in this paragraph are in addition to, and shall not in any way be limited by, the insurance obligations set forth in this Contract.

**7. Delays** - GPM shall be excused for delay in the timely completion of the Work caused by acts of God, delays of Owner or Owner's agent or agents, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, Extra Work, the unavailability of materials, a material change in the

scope of the Work, failure of Owner to make progress payments promptly, or other contingencies which are both unforeseen by GPM and beyond the reasonable control of GPM. GPM will not be held liable for loss of revenue resulting from delays.

**8. Notifications** – If Standard Logistics Planning & Notifications is selected, and scheduled work is delayed or rescheduled due to notices not being distributed by property management, on time, the client will be subject to remobilization charges up to \$6,000.

**9. Warranty** – GPM will complete the Work in a professional and workmanlike manner meeting or exceeding applicable industry standards and practices. GPM will remedy any defects resulting from faulty workmanship or material for a period of two years following completion of the Work (“Warranty Period”) upon receipt of written notice prior to expiration of the Warranty Period. The warranty provided herein shall not apply and shall be rendered null and void if the defect or condition requiring repair or replacement is caused by or results from chemical spills, excessive water run-off, tree roots, excessive loading zone traffic (including but not limited to trash trucks), and acts of God.

**10. Permits** - Unless otherwise specified in this Contract, Owner shall apply for and obtain all permits necessary and required for the Work as determined by the governmental entity with jurisdictional authority in the location or situs of the Work (“Permitting Agency”). GPM shall be entitled to rely upon the representations or opinions of any Permitting Agency concerning permits or permit requirements for or related to the Work. Should Owner direct or authorize GPM to assist with, coordinate, apply for or obtain a permit for the Work (“Permitting Services”), Owner shall pay all fees and costs assessed or mandated by the Permitting Agency or its affiliates and Owner shall pay GPM at a rate of \$60 per hour for each GPM personnel, including GPM principals, furnishing Permitting Services. GPM shall not be responsible for Permitting Agency delays. Owner shall furnish, at Owner’s sole cost and expense, all plans, specifications or engineering required by the Permitting Agency or its affiliates.

**11. Equal Opportunity Employer** - GPM is an Equal Opportunity/Affirmative Action employer.

**12. Towing** – GPM may tow, at Owner’s expense, any vehicle parked within the areas where the Work is being performed (“Work Areas”) if this vehicle impedes, interferes with or obstructs the orderly progress of the Work. GPM shall endeavor to notify Owner prior to towing a vehicle but shall not be obligated to do so if GPM determines, in its sole and absolute discretion, that there is a reasonable probability of damage or injury to persons or property due to the close proximity of the vehicle to the Work. GPM shall not be responsible or liable for damage to a vehicle towed as provided in this paragraph and Owner shall defend and indemnify GPM for claims, injury or damage arising out of or related to the towing of vehicles as provided herein.

**13. Access to onsite staging and water** – Owner shall furnish an onsite staging area for the Work and Owner shall also furnish water in sufficient quantities for GPM to carry out the Work. Should GPM be required to obtain a water meter for the Work or the Project, Owner shall pay all costs GPM incurs to obtain this meter.

**14. Site ready** - At all appropriate times during GPM’s performance of the Work, Owner shall provide GPM full and unobstructed access to all Work Areas. Prior to commencement of the Work, Owner shall remove any obstacle to GPM’s ability to access the entirety of the Work Areas. Should it become necessary for GPM to obtain keys, lock combinations, security codes, alarm codes or similar means or information to access any portion of the Work Areas (“Codes”), Owner shall provide all Codes so that GPM has unlimited access to the Project site and Work Areas during GPM’s standard working hours and work days. Owner acknowledges that the failure to provide access to Work Areas or Codes to GPM will delay the Work and Owner agrees that any such delay shall entitle GPM to additional compensation in accordance with paragraph 4 herein to the extent this delay results in additional expense to GPM. In addition, any delay caused by Owner’s failure to provide access to Work Areas or Codes shall entitle GPM to an extension of the Completion Date on page 1 herein for each day of delay. Prior to commencement of the Work, Owner will clear any overhanging vegetation (such as tree branches) that may impede or interfere with the orderly progress of the Work. Owner shall provide plans or drawings identifying the location of all underground or buried pipes, obstructions or utilities, and GPM will notify Underground Service Alert to mark the location of all utilities so identified. GPM will exercise reasonable care, as GPM deems necessary and appropriate, to avoid damage to underground or buried pipes, obstructions or utilities but GPM shall not be liable for damage to any pipe, obstruction or utility not buried to the proper depth or not identified on plans or drawings provided by Owner. Should GPM incur additional costs or expenses arising from or related to underground or buried pipes, obstructions or utilities not identified on plans or drawings provided by Owner, GPM shall be entitled to additional compensation as provided in paragraph 4 herein.

**15. Active Construction Site** - Areas under construction affected by delay will remain closed to vehicle and pedestrian access. If access is required by or arranged with Owner or an authorized Owner representative, the active construction site will be opened-up to vehicle and/or pedestrian traffic. GPM recommends that active construction sites be left completely closed-off and will not be held liable for any damage to persons or property that may result from non-construction traffic.

**16. Attorney Fees** - In the event legal action or arbitration is instituted in order to interpret or enforce any provision contained in the Contract, or other legal proceeding is initiated arising out of or related to the subject matter of the Contract, the prevailing party to such action shall be entitled, in addition to any other remedy available by applicable law or the Contract, to an award as and for any attorney fees, expert witness fees, or any other costs normally associated with such an action, in an amount so as to compensate said prevailing party for any actual attorney fees, expert fees or other such costs incurred in good faith. Said award shall be entered separately or as a portion of the award of a judge or arbitrator in any such action.

**17. PAVEMENT DISCLOSURES:**

**a. Landscaping and Irrigation** – GPM will use reasonable care to prevent damage to landscaping and/or irrigation adjacent to the Work Areas although some repair of sprinklers may be needed. Prior to commencement of the Work, Owner shall locate and notify GPM about the location of underground or buried irrigation lines, sprinklers, valves, wires, boxes or other improvements in close proximity to the Work Areas. Should Owner fail to do so, Owner shall be responsible for and pay all costs related to repairs or replacement of damaged irrigation systems or improvements.

**b. Trenches** – Improperly backfilled trenches following installation or repair of utilities will settle and cause pavement to fail. GPM shall not be responsible or liable for any pavement deficiencies or failures caused by or related to improperly backfilled or inadequately compacted trenches following installation or repair of utilities by others.

**c. Reflective cracking** may appear in paved surfaces after cement treatment. Minor hairline cracking may develop from the cement treated base. This cracking should not be an indication of a defect or deficiency and should not affect the structural integrity of the base.

**d. Newly installed concrete** is prone to shrinkage cracking. Shrinkage cracks occur normally during the curing process and do not require repair. GPM will not be obligated to repair shrinkage cracks.



**e. Concrete color and finish** – It is not possible or practical to achieve an exact match between the color and finish of existing and new concrete. GPM will endeavor to match concrete color and finish as close to existing as is practical.

**f. Cracking in Overlay** – Reflective cracking will also appear in the overlay and is not defective. Petromat is designed to resist cracking and water penetration into the sub grade but GPM is not obligated to install it unless otherwise specified in the Contract.

**g. Removal and replacement of pavement** – GPM has included pavement thickness estimates in the Scope of Work on page 1 of this Contract. Should actual pavement thickness exceed these estimates, GPM shall be entitled to additional compensation as provided in paragraph 4 herein.

**h. Reconstruction of the subgrade** – Should soft spots be found in the existing subgrade, GPM may be required to reconstruct the subgrade. If Owner requests or directs GPM to reconstruct the subgrade for this reason, GPM shall be entitled to additional compensation as provide in paragraph 4 herein. Should Owner not agree to pay additional compensation to GPM for reconstruction of the subgrade, GPM shall not be responsible or liable for defects or failures due to soft spots and Owner shall waive and release any claim it may have against GPM for defects, deficiencies or damages arising from or related to soft spots.

**i. Tree root removal** – GPM shall not be responsible or liable for, and Owner shall waive and release GPM from, any claims arising out of or related to injury, destruction, death, disease or displacement of trees, or for property damage caused by trees, resulting from GPM's removal of tree roots from Work Areas.

**j. Drainage** – Standing or ponding of water may occur on paved surfaces with less than 1% slope. Unless the Scope of Work on page 1 of this Contract specifically identifies techniques or methods for achieving at least a 1% slope over the entire Work Areas, standing or ponding of water will likely occur after completion of the Work and GPM shall not be required or obligated to remedy this condition. GPM will exercise reasonable efforts to minimize standing or ponding of water.

**k. Sealcoat** – Pavement sealer or sealcoat, when applied to paved surfaces, fills minor voids and binds surface aggregates. Prior to application of sealcoat, newly paved surfaces may appear raveled and unsightly. Sealcoat requires appropriate atmospheric conditions to dry and cure properly. GPM strongly recommends application of sealcoat not occur between December 1st and March 1st. Sealcoat application in adverse or unsuitable conditions can result in extensive dry time, delamination, or tracking. Should GPM determine, in its sole and absolute discretion, that atmospheric conditions are unsuitable for application of sealcoat, GPM may postpone sealcoating. If Owner requests or directs GPM to apply sealcoat during periods of adverse or unsuitable conditions, GPM shall not be obligated to do so unless and until Owner shall sign a statement acknowledging GPM's recommendation not to apply this product and admitting the potential voiding of the applicable product warranty, and GPM shall be entitled to additional compensation as provided in paragraph 4 herein.

**l. Crack seal procedures** are designed to provide an adequate, water-resistant barrier against water penetration into the subgrade below the paved surface. GPM shall apply crack sealant only to cracks ¼" wide or wider up to a maximum of 3/4" in width. GPM shall not be obligated to apply sealant to hairline cracks (including but not limited to fatigue or alligator cracking) since the sealant will not penetrate the surface. Crack sealant cannot eliminate or visually erase asphalt cracks. After application, crack sealant will settle into the cracks, leaving the surface slightly lower than the surrounding pavement. Deep and wide cracks will appear "open" even after they have been filled with crack sealant. Slow vehicle traffic during hot weather may cause minor damage to crack sealant. These conditions and damages are normal and GPM shall not be obligated to remedy them after application of the sealant material.

**m. Oil stains** – GPM may attempt to remove oil stains by burning and scraping but GPM is not obligated to remove these stains and removal efforts may result in reflective and peeling surfaces.

**n. Curing time** – Normal cure periods for new asphalt and sealcoat range from thirty to sixty days depending on weather conditions. Warmer weather tends to increase cure periods. Minor tire marking or tire scuffing is normal, especially in tight turning areas and/or areas with major truck traffic. Tire marks will fade and may disappear as the new asphalt and/or sealcoat cures.

**o. Speed bumps** – Fire officials discourage and may prohibit the installation of speed bumps due to their detrimental impact on emergency vehicles and response times. Should Owner direct GPM to install them, GPM shall not be responsible or liable for injury, damages or claims related to the installation of speed bumps and Owner shall waive and release any claim it may have against GPM for installing these devices or barriers. Should Owner direct GPM to remove speed bumps included in the Work, GPM shall be entitled to additional compensation as provided in paragraph 4 herein.

**p. Painted curbs** - Despite standard preparation practices, paint applied to curbs will fade and peel, and paint will also chip as cars strike or hit the painted curbs and as moisture builds within these painted surfaces.

**q. Nuisance water** may collect or accumulate within overlay surfaces or at the edges of these surfaces.

**r. Existing concrete bumpers and water lids** – The Scope of Work on page 1 contemplates the removal and reuse of existing concrete bumpers and water lids. Should any of these bumpers or lids break or sustain serious damage during the removal process, GPM shall be entitled to additional compensation as provided in paragraph 4 herein for the replacement of these bumpers or lids.

**s. Removal of Petromat fabric** – If Owner requests or directs GPM to remove Petromat fabric from the existing pavement, GPM shall be entitled to additional compensation as provided in paragraph 4 herein for increased hauling and disposal fees.

**18. Contractors** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**19. Partial Invalidity** - If any term or provision of this Contract or the application thereof to any person or circumstance shall to any extent be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those to which it has been held unenforceable, shall not be affected. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

**20. Entire Agreement** - This Contract document represents the entire agreement of the parties, and it shall not be modified by any proposal, bid, estimate, conversation, submittal, or other form of communication between Owner and GPM before the date when this Contract is fully executed. This Contract cannot be modified by oral agreements, and may be modified only in writing signed by both parties.

**21. Notices** - Any notice required or permitted under the Contract may be given by ordinary mail at the address contained in this Contract; but such address may be changed by written notice given by one party to the other from time to time. After a notice is deposited in the mail, postage prepaid, it shall be deemed received in the ordinary course of the mails.

**22. Governing Law and Venue** - This Contract shall be governed by the laws of the State of California, and venue for any action to interpret or enforce any provision contained in the Contract shall be in the superior court of the County in which the Project is located.

**23. Mechanics Lien Warning** - Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notice. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752). REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.