

UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA		PROOF OF CLAIM
Name of Debtor James C Granulias		Case Number 8 08-BK-13150-RK
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property) AMPAM Parks Mechanical, Inc.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim
Name and address where notices should be sent c/o Matthew D Fischer Taubman, Simpson, Young & Sulentor One World Trade Center, Suite 400 Long Beach, CA 90831 Telephone number 562-436-9201		Court Claim Number (if known) Filed on
Name and address where payment should be sent (if different from above) Same as above		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1 Amount of Claim as of Date Case Filed \$ 665,093 78 If all or part of your claim is secured complete item 4 below. However, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5.		5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim:
2 Basis for Claim Contract for goods and services delivered to debtor (See instruction #2 on reverse side)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)
3 Last four digits of any number by which creditor identifies debtor N/A 3a Debtor may have scheduled account as (See instruction #3a on reverse side)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)
4 Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff Describe <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Value of Property \$ unknown Annual Interest Rate 10% Amount of arrearage and other charges as of time case filed included in secured claim If any \$ 665,093 78 Basis for perfection Mechanic's Lien Amount of Secured Claim \$ 665,093 78 Amount Unsecured \$ -0-		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5) <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal family or household use - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)()
6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		Amount entitled to priority \$
7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain.		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date 1/9/09	Signature The person filing this claim must sign. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number, if different from the notice address above. Attach copy of power of attorney, if any. JAMES WRIGHT, CFO of AMPAM Parks Mechanical, Inc	FOR COURT USE ONLY

MARIA M ROHAIDY, State Bar No 143713
MATTHEW D FISCHER, State Bar No 238533
TAUBMAN, SIMPSON, YOUNG & SULENTOR
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(562) 436-9201, Fax (562) 590-9695

Attorneys for AMPAM PARKS MECHANICAL, INC

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re

JAMES C GIANULIAS,

Debtor and Debtor-in-Possession

CAMEO HOMES, INC , a California
corporation,

Debtor and Debtor-In-Possession

Case No 8 08-BK-13150-RK
Jointly Administered With
Case No 8 08-BK-13151-RK

SUMMARY OF CLAIM OF CREDITOR
AMPAM PARKS MECHANICAL, INC

SUMMARY OF CLAIM

AMPAM Parks Mechanical, Inc ("AMPAM") submits a claim in the amount of
\$665,093 78, arising from plumbing supplies and services provided by AMPAM to the debtors (true
and correct copies of the invoices are attached hereto as Exhibit 1)

Invoice No	Amount	Payment	Unpaid Balance Due
4968	646,000 00	581,400 00	64,600 00
5019	514,400 00	462,960 00	51,440 00
5074	230,622 16	207,559 94	20,062 22
5192	774,599 79	697,139 81	77,459 98
5259	371,511 01	334,359 91	37,151 10

1	5347	457,244 52	411,520 07	45,724 45
2	5442	285,777 90	257,200 11	\$28,577 79
3	5485	\$23,233 00	\$23 233 00	\$0 00
4	5525	\$171,466 74	\$154,320 07	\$17,146 67
5	5578	\$28,577 79	\$25,720 01	\$2,857 78
6	5579	\$33,504 50	\$30,154 05	\$3,350 45
7	5628	\$43,866 67	\$39,480 00	\$4,386 67
8	5694	\$43,866 67	\$0 00	\$43,866 67
9	5783	\$42,866 67	\$0 00	\$42,966 67
10	5855	\$85,733 34	\$0 00	\$85,733 34
11	5856	\$5,270 00	\$0 00	\$5,270 00
12	5943	\$128,599 99	\$0 00	\$128,599 99
13	5944	\$3,000 00	\$0 00	\$3,000 00
14	TOTALS.	\$3,890,140 75	\$3,225,046 97	\$665,093 78

15

16 **TOTAL OUTSTANDING CLAIM \$665,093 78**

17

18 Attached hereto as Exhibit 2 is a true and correct copy of the Mechanic's Lien
 19 recorded by AMPAM with the County Recorder for the County of Riverside, State of California to
 20 secure its claim on the above-referenced invoices

21 Attached hereto as Exhibit 3 is a true and correct copy of the Complaint whereby
 22 AMPAM seeks to recover the amount of the claim, which is pending in the Superior Court of the
 23 State of California for the County of Riverside

24 Attached hereto as Exhibit 4 is a true and correct copy of the First Amended
 25 Complaint whereby AMPAM seeks to recover the amount of the claim, which is pending in the

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27 ///

28 ///

1 Superior Court of the State of California for the County of Riverside

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3 DATED January 9, 2009

AMPAM PARKS MECHANICAL, INC

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By

JAMES WRIGHT

Chief Financial Officer for AMPAM Parks
Mechanical, Inc

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EXHIBIT 1

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5019

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5019	Date 12/20/06	Customer P O #
Payment Terms NET 30 DAYS		Salesperson SOUTHERN CALIF
Customer Code GCOMPA		

Remarks VILLAGE WALK DRAW REQUEST # 02

4 00 GROUND WORK BLDG 6 7 8 & 9

128 600 00 514,400 00

Subtotal 514,400 00

Total 514,400 00

Less Retention -51,440 00

Current Due 462,960 00

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 4968

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92582
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Invoice # 4968 Payment Terms NET 30 DAYS Customer Code GCOMPA	Date 11/20/06 Customer P O # Salesperson SOUTHERN CALIF
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Remarks VILLAGE WALK - DRAW REQUEST # 01

Item Description	Unit	Quantity	Unit Price	Amount
1 00 GROUNDWORK - REC BLDG			3 000 00	3 000 00
5 00 GROUNDWORK BLDG 1 THRU 5			128 600 00	643,000 00
			Subtotal	646,000 00
			Total	646,000 00
			Less Retention	-64,600 00
			Current Due	581,400 00

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5074

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET, #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5074 Payment Terms NET 30 DAYS Customer Code GCOMPA	Date 01/20/07 Customer P O # Salesperson SOUTHERN CALIF
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Remarks VILLAGE WALK DRAW REQUEST # 03

Item Description	Unit	Quantity	Ext. Amount
1 00 WASTE REC BLDG		2 000 00	2 000 00
5 00 1ST FL WASTE BLDG 1-2-3-4 5		28,577 77	142 888 85
3 00 2ND FL WASTE BLDG 1-2-3		28,577 77	85,733 31
Subtotal			230,622 16
Total			230,622 16
Less Retention			-23,062 22
Current Due			207,559 94

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5192

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5192	Date 02/20/07	Customer P O # +
Payment Terms NET 30 DAYS		Salesperson SOUTHERN CALIF
Customer Code GCOMPA		

Remarks VILLAGE WALK - DRAW REQUEST # 04

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4 00	1ST FL WASTE BLDG 6-7-8 & 9	28 577 77	114 311 08
6 00	2ND FL WASTE BLG 4-5-6-7-8 & 9	28 577 77	171 466 62
4 00	3RD FL WASTE BLDG 1-2-3 & 4	28 577 77	114 311 08
7 00	1ST FL H2O BLG 1-2-3-4 5-6 & 7	28 577 77	200 044 39
6 00	2ND FL H2O BLG 1-21 3-4-5 & 6	28 577 77	171,466 62
1 00	H2O REC BLDG	2 000 00	2 000 00
1 00	GAS REC BLDG	1 000 00	1 000 00
Subtotal			774,599 79
Total			774,599 79
Less Retention			-77,459 98
Current Due			697,139 81

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5259

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5259	Date 03/20/07	Customer P O # 4
Payment Terms NET 30 DAYS	Salesperson SOUTHERN CALIF	
Customer Code GCOMPA		

Remarks VILLAGE WALK - DRAW REQUEST # 05

Quantity	Description	Unit Price	Extended Price
4 00	3RD FLOOR WASTE BLD 5-6-7 & 9	28 577 77	114,311 08
2 00	1ST FLOOR H2O BLD 8 & 9	28 577 77	57,155 54
3 00	2ND FLOOR H2O BLDG 7-8 & 9	28 577 77	85 733 31
4 00	3RD FL H2O BLD 1 2-3 & 4	28,577 77	114,311 08
Subtotal			371,511 01
Total			371,511 01
Less Retention			-37,151 10
Current Due			334,359 91

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5347

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5347	Date 04/20/07	Customer P O #
Payment Terms NET 30 DAYS		Salesperson SOUTHERN CALIF
Customer Code GCOMPA		

Remarks VILLAGE WALK DRAW REQUEST # 06

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1 00	3RD FLOOR WASTE BLDG 8	28,577 77	28,577 77
5 00	3RD FLOOR H2O BLDG 5-6-7 8-9	28,577 77	142,888 85
6 00	100% GAS BLDG 1 & 2	28 577 79	171,466 74
2 00	1ST & 2ND FLOOR GAS BLDG 3	28 577 79	57,155 58
2 00	1ST & 2ND FLOOR GAS BLDG 6	28,577 79	57,155 58
	Subtotal		457,244 52
	Total		457,244 52
	Less Retention		-45,724 45
	Current Due		411,520 07

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5442

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA, CA 92562
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Invoice # 5442	Date 05/20/07	Customer P O #
Payment Terms NET 30 DAYS		Salesperson SOUTHERN CALIF
Customer Code GCOMPA		

Remarks VILLAGE WALK DRAW REQUEST # 07

2 00 3RD FLOOR GAS BLDG 3 & 6	28 577 79	57 155 58
8 00 1ST & 2ND GAS BLG 4-5-7 & 8	28 577 79	228,622 32
Subtotal		285,777 90
Total		285,777 90
Less Retention		-28,577 79
Current Due		257,200 11

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5485

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5485 Payment Terms NET 30 DAYS Customer Code GCOMPA	Date 06/04/07 Customer P O # Salesperson SOUTHERN CALIF
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Remarks VILLAGE WALK CHANGE ORDER REQUEST # 03

Item Description	Unit	Quantity	Rate	Amount
1 00 FIRE COSTS UNITS 121/122	EA		23 233 00	23,233 00
Subtotal				23,233 00
Total				23,233 00

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5525

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET, #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5525 Payment Terms NET 30 DAYS Customer Code GCOMPA	Date 06/20/07 Customer P O # Salesperson SOUTHERN CALIF
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Remarks VILLAGE WALK - DRAW REQUEST # 08

QTY	DESCRIPTION	UNIT PRICE	EXTENSION
3 00	100% GAS BLDG 9	28,577 79	85,733 37
3 00	3RD FLOOR GAS BLDG 4 5 & 7	28 577 79	85,733 37
Subtotal			171,466 74
Total			171,466 74
Less Retention			-17,146 67
Current Due			154,320 07

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5578

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5578 Payment Terms NET 30 DAYS Customer Code GCOMPA	Date 07/20/07 Customer P O # Salesperson SOUTHERN CALIF
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Remarks VILLAGE WALK - DRAW REQUEST # 09

Quantity	Description	Unit Price	Amount
1 00	3RD FL GAS BLDG 8	28,577 79	28,577 79
Subtotal			28,577 79
Total			28,577 79
Less Retention			-2,857 78
Current Due			25,720 01

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5579

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5579 Payment Terms NET 30 DAYS Customer Code GCOMPA	Date 07/20/07 Customer P O # Salesperson SOUTHERN CALIF
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Remarks VILLAGE WALK C/O # 03 05 & 08

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1 00	RELOCATE H2O MAIN LINES	20 000 00	20 000 00
1 00	RECENTER SHOWER VALVES	6 375 00	6,375 00
1 00	REMOVE WASTE & OVERFLOW	6 323 00	6 323 00
1 00	RELOCATE STORM DRAIN	806 50	806 50
Subtotal			33,504 50
Total			33,504 50
Less Retention			-3,350 45
Current Due			30,154 05

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5628

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5628	Date 08/20/07	Customer P O #
Payment Terms NET 30 DAYS		Salesperson SOUTHERN CALIF
Customer Code GCOMPA		

Remarks VILLAGE WALK - DRAW REQUEST # 10

Description		Amount	Balance
1 00	FINISH BLDG 1	42 866 67	42 866 67
1 00	FINISH REC BLDG	1,000 00	1,000 00
Subtotal			43,866 67
Total			43,866 67
Less Retention			-4,386 67
Current Due			39,480 00

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5694

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET, #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5694 Payment Terms NET 30 DAYS Customer Code GCOMPA	Date 09/20/07 Customer P O # Salesperson SOUTHERN CALIF
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Remarks VILLAGE WALK - DRAW REQUEST # 11

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1 00	FINISH BLDG 2	42 866 67	42,866 67
1 00	REC BLDG	1 000 00	1,000 00
Subtotal			43,866 67
Total			43,866 67
Less Retention			-4,386 67
Current Due			39,480 00

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5783

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5783	Date 10/20/07	Customer P O #
Payment Terms NET 30 DAYS		Salesperson SOUTHERN CALIF
Customer Code GCOMPA		

Remarks VILLAGE WALK - DRAW REQUEST # 12

Description		Quantity	Unit Price	Amount	Division
1 00	FINISH BLDG 3				
			42 866 67	42,866 67	
			Subtotal	42,866 67	
			Total	42,866 67	
			Less Retention	-4,286 67	
			Current Due	38,580 00	

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5855

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET, #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5855	Date 11/20/07	Customer P O #
Payment Terms NET 30 DAYS		Salesperson SOUTHERN CALIF
Customer Code GCOMPA		

Remarks VILLAGE WALK - DRAW REQUEST # 13

Quantity	Description	Unit Price	Amount
2 00	FINISH BLDG 4 & 5	42 866 67	85,733 34
	Subtotal		85,733 34
	Total		85,733 34
	Less Retention		-8,573 33
	Current Due		77,160 01

AMPAM PARKS MECHANICAL
1080 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5856

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5856	Date 11/20/07	Customer P O #
Payment Terms NET 30 DAYS		Salesperson SOUTHERN CALIF
Customer Code GCOMPA		

Remarks VILLAGE WALK - C/O # 12

1 00 RETEST ROOF DRAINS

5,270 00 5 270 00

Subtotal 5,270 00

Total 5,270 00

Less Retention -527 00

Current Due 4,743 00

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5943

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5943	Date 12/20/07	Customer P O #
Payment Terms NET 30 DAYS		Salesperson SOUTHERN CALIF
Customer Code GCOMPA		

Remarks VILLAGE WALK - DRAW REQUEST # 14

1 00 FINISH BLDG 6	42,866 67	42,866 67
2 00 FINISH BLDG 7 & 9	42,866 66	85,733 32
Subtotal		128,599 99
Total		128,599 99
Less Retention		-12,860 00
Current Due		115,739 99

AMPAM PARKS MECHANICAL
1060 WILMINGTON BLVD
WILMINGTON, CA 90744



Invoice 5944

Bill to G COMPANIES CONSTRUCTION INC 1451 QUAIL STREET #212 NEWPORT BEACH CA 92660	Job 485 0 VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY MURRIETA CA 92562
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Invoice # 5944	Date 12/20/07	Customer P O #
Payment Terms NET 30 DAYS		Salesperson SOUTHERN CALIF
Customer Code GCOMPA		

Remarks VILLAGE WALK - C/O # 14

1 00 REMOVE WASTE-VENTS & COPPER		0 00
1 00 @ 6 & 7 LAUNDRY	3,000 00	3,000 00
	Subtotal	3,000 00
	Total	3,000 00
	Less Retention	-300 00
	Current Due	2,700 00

EXHIBIT 2

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO-

Maria M Rohaidy, Esq.
TAUBMAN, SIMPSON, YOUNG & SULENTOR
P O Box 22670
Long Beach, CA 90801-5670

DOC # 2007-0717383
11/28/2007

Conformed Copy

Has not been compared with original

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

APNS 949-100-038
949-100-055

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANIC'S LIEN
(Notice and Claim of Mechanics' Lien)

The undersigned AMPAM PARKS MECHANICAL, INC., Claimant, claims a mechanics' lien upon the following described real property located at: Lemon & Jefferson in Murrieta, County of Riverside, State of California, commonly known as Village Walk at Murrieta, as more particularly described on Exhibit A attached hereto and incorporated herein.

The sum of \$533,493.79 together with interest thereon at the rate of 10 % percent per annum from November 20, 2006, is due claimant, after deducting all just credits and offsets, for the following labor and/or materials consisting of labor/services/materials/equipment, furnished by claimant to be used and actually used in that certain work of improvement consisting of plumbing system including fixtures and equipment. Claimant has furnished said labor/materials/services/equipment at the request of, or under contract with G Companies Construction, Inc., P.O. Box 2990, Newport Beach, CA 92658 and/or G Companies Construction, Inc., 1105 Quail Street, Newport Beach, CA 92660. The name(s) and address of the owners or reputed owners are Murrieta Village Walk LP aka Murrieta Villagewalk LP, 1105 Quail Street, Newport Beach, CA 92658 and/or Murrieta Village Walk LLC, 1105 Quail Street, Newport Beach, CA 92660. The name and address of the reputed construction lender is Bank of the West, 3000 Oak Road, #400, Walnut Creek, CA 94597.

G Companies Construction Inc., P.O. Box 2990, Newport Beach, CA 92658, was the contractor and person in charge of said work of improvement as a whole, which said work of improvement was made with the knowledge of and pursuant to the authority of the owners.

DATED November 29 2007

AMPAM PARKS MECHANICAL, INC

BY

JAMES WRIGHT, Controller/CFO

285

EXHIBIT 3

1 WILLIAM J SULENTOR, State Bar No 54655
2 MARIA M ROHAIDY, State Bar No 143713
3 MICHAEL PETERS, State Bar No 122346
4 MATTHEW D FISCHER, State Bar No 238533
5 TAUBMAN, SIMPSON, YOUNG & SULENTOR
6 A Professional Corporation
7 One World Trade Center, Suite 400
8 P O Box 22670
9 Long Beach, California 90801-5670
10 (562) 436-9201, Fax (562) 590-9695

11 Attorneys for Plaintiff, AMPAM PARKS MECHANICAL, INC

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 20 2008

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE

11 AMPAM PARKS MECHANICAL, INC ,

12 Plaintiff,

13 vs

14 G COMPANIES CONSTRUCTION, INC ,
15 a California corporation, MURRIETA
16 VILLAGEWALK L P , a California Limited
17 Partnership, MURRIETA VILLAGE
18 WALK LLC, a California Limited Liability
19 Company; BANK OF THE WEST, a
20 California corporation, and, DOES 1 - 200,
21 inclusive,

22 Defendants

Case No

493357

COMPLAINT FOR:

1. BREACH OF CONTRACT;
2. UNJUST ENRICHMENT; and,
3. FORECLOSURE OF MECHANIC'S LIEN

21 Plaintiff alleges

GENERAL ALLEGATIONS

23 1 AMPAM PARKS MECHANICAL, INC ("Plaintiff") is, and at all times herein
24 mentioned was, a corporation, organized and existing under and by virtue of the laws of the State
25 of California, and was at all times in this complaint mentioned, and is now, doing business in the
26 State of California pursuant to and as authorized by the laws of the State of California.

1 2 Plaintiff is now, and at all times herein mentioned was, a contractor duly licensed as
2 such under the laws of the State of California at the times each of the acts hereinafter mentioned was
3 performed

4 3 Plaintiff is informed and believes and thereon alleges that defendant, MURRIETA
5 VILLAGEWALK L P is and at all times herein mentioned was, a limited partnership organized and
6 existing under the laws of the State of California, and the owner of that certain real property situated
7 in Los Angeles County, California, described as set forth on Exhibit "1" attached hereto and
8 incorporated herein by reference (the "Property") and defendant, MURRIETA VILLAGE WALK
9 LLC, was at all times herein mentioned a limited liability company, General Partner of MURRIETA
10 VILLAGEWALK L P and legally responsible for its acts MURRIETA VILLAGEWALK L P and
11 MURRIETA VILLAGEWALK LLC shall hereinafter collectively be referred to as "MURRIETA "

12 4 Plaintiff is informed and believes, and based thereon alleges, that defendant, G
13 COMPANIES CONSTRUCTION, INC ("G COMPANIES"), is, and at all relevant times was, a
14 corporation organized and existing under the laws of the State of California.

15 5 Plaintiff is informed and believes and thereon alleges that defendant, BANK OF THE
16 WEST, is and at all of the times in this complaint mentioned, and now is, a corporation organized
17 and existing under the laws of the State of California.

18 6 Defendants DOES 1 through 200 inclusive, are sued herein under fictitious names
19 Their true names and capacities are unknown to plaintiff When the true names and capacities are
20 ascertained, plaintiff will amend this complaint by inserting their true names and capacities herein
21 Plaintiff is informed and believes and thereon alleges that each of the fictitiously named defendants
22 claim an interest or estate in the real property herein mentioned.

23 7 At all times herein mentioned, defendants and DOES 1 through 200 were the owners
24 or reputed owners of the Property, claim liens on the Property, or are otherwise responsible for
25 plaintiff's damages

26 8 By commencement of this action, plaintiff does not intend to waive any right of

27 ///

1 arbitration it may have pursuant to the written agreement it entered into with certain defendants
2 herein.

3
4 **FIRST CAUSE OF ACTION**

5 **(Breach of Contract Against Defendants,**

6 **G COMPANIES and Does 1 - 200)**

7 9 Plaintiff refers to and incorporates, as though fully set forth herein, Paragraphs 1
8 through 8, inclusive, above

9 10 Plaintiff is informed and believes and thereon alleges that on or about May 22, 2006,
10 defendant, G COMPANIES entered into a contract with plaintiff whereby plaintiff would supply
11 goods and services to the Property and defendant, G COMPANIES agreed to purchase and pay for
12 said goods and plumbing services A true and correct copy of the agreement is attached hereto as
13 Exhibit "2"

14 11 By the terms of the contract between plaintiff and defendant, G COMPANIES agreed
15 to pay \$3,225,046 97 upon plaintiff furnishing certain plumbing services and materials

16 12 Thereafter, and from time to time during the course of construction, said defendants
17 and DOES 1-200 required plaintiff to depart in many respects from the plans and specifications
18 contained in the original written agreement, and defendant ordered various changes therein and
19 additions thereto as approved on February 23, 2007, March 12, 2007, June 4, 2007, July 11, 2007,
20 September 1, 2007, November 1, 2007, and November 1, 2007 which required extra labor and
21 materials to be furnished by plaintiff, and which were actually used in the construction of said
22 Property, whereby the cost of said Property increased All of said extra and additional work and
23 materials were furnished and supplied by the plaintiff at the special instance and request of
24 defendants In each instance, before plaintiff furnished said additional and extra work and materials
25 in connection with said construction, it was agreed by and between plaintiff and defendants that
26 defendants would reimburse and pay plaintiff for the cost of the additional work and materials The
27 additional work and materials furnished by plaintiff was actually used in said Property, and was

28 -3-

COMPLAINT FOR BREACH OF CONTRACT,
UNJUST ENRICHMENT, AND
FORECLOSURE OF MECHANIC'S LIEN

1 approved by defendants True and correct copies of the change orders are attached hereto, marked
2 Exhibit 3, and incorporated herein by reference

3 13 Plaintiff has duly performed all conditions of said contract on its part to be performed

4 14 The agreed price and reasonable value of the services performed by plaintiff for said
5 defendants and the labor and material furnished by plaintiff to said defendants was and is the
6 aforesaid amount of the contract and change orders, the agreed upon price Pursuant to the contract
7 and change orders, there is now due and owing to plaintiff, the sum of \$533,493 79, in lawful money
8 of the United States, after deducting all just amounts paid by defendants to plaintiff

9 15 The materials and services were received and accepted by defendants, G
10 COMPANIES and does 1-200 in accordance with the terms of the contract. Notwithstanding
11 plaintiff's performance of all conditions precedent on its part, defendants, G COMPANIES have
12 breached the contract in that they have failed to pay the amount due plaintiff, leaving a balance due
13 of \$533,493 79

14 16 The contract between plaintiff and defendants, G COMPANIES provides that in the
15 event legal action is required to enforce the provisions thereof, plaintiff shall be entitled to recover
16 its attorney's fees and costs Plaintiff has retained the law firm of Taubman, Simpson, Young &
17 Sulentor to enforce the contract and has become obligated to pay attorney's fees The exact amount
18 of such fees is presently unknown, but plaintiff requests an award of attorney's fees in an amount
19 according to proof

20 17 Additionally, plaintiff is entitled to prejudgment interest at the legal rate until the date
21 of entry of judgment

22

23

SECOND CAUSE OF ACTION

24

(Foreclosure of Mechanic's Lien - Against all Defendants)

25

26

18 Plaintiff refers to and incorporates, as though fully set forth herein, Paragraphs 1
through 17, inclusive, above

27

28

19 Within twenty days after delivering materials and providing services to the Property,

-4-

1 plaintiff served a 20-Day Notice (a true and correct copy of which is attached hereto as Exhibit "4")
2 on defendants pursuant to Civil Code Section 3097

3 20 After furnishing materials and services to the Property, plaintiff timely filed and
4 recorded on November 28, 2007, as Instrument No 2007-0717363 of the Official Records of
5 Riverside County, California, its claim of lien duly verified by the oath of James Wright, plaintiff's
6 Controller and Chief Financial Officer, a true and correct copy of which is attached hereto as Exhibit
7 "5"

8 21 In its claim of lien plaintiff claimed a mechanic's lien on the Property for the amount
9 due at that time under its contract with defendants, G COMPANIES and MURRIETA which amount
10 is the reasonable value of the materials and services plaintiff furnished. Plaintiff has further incurred
11 indebtedness in the sum of \$13 00, the necessary costs of recording the claim of lien

12 22 Defendants, BANK OF THE WEST, and DOES 1-200, and each of them, have or
13 claim to have some right, title, or interest in the Property, the exact nature of which claims is
14 unknown to plaintiff, but which plaintiff believes said claims are subject and subordinate to the claim
15 of lien of plaintiff

16
17 **THIRD CAUSE OF ACTION**

18 **(Unjust Enrichment - Against**
19 **all Defendants)**

20 23 Plaintiff hereby refers to and incorporates by reference each and every allegation
21 contained in Paragraphs 1 through 22, inclusive, above

22 24 Defendants, and each of them, have received the benefit of plaintiff's materials and
23 services which plaintiff furnished to the Property

24 25 In furnishing said materials, plaintiff was not acting as a volunteer, and defendants,
25 and each of them, accepted the benefits of that which plaintiff has furnished without paying
26 therefore

27 ///

26 Said defendants have been unjustly enriched and further, it would be inequitable for said defendants to be allowed to retain the benefits of plaintiff's materials and services without being ordered to pay the reasonable value of said materials and services, to wit, the sum of \$533,493 79, together with interest and costs according to proof at trial

WHEREFORE, plaintiff prays for judgment as follows

ON THE FIRST CAUSE OF ACTION:

- 1 For the principal sum of \$533,493 79
- 2 For reasonable attorney's fees according to proof,
- 3 For interest according to proof,

ON THE SECOND CAUSE OF ACTION:

- 1 For the principal sum of \$533,493 79,
- 2 For costs of recording in the sum of \$13 00,
- 3 That all of said amounts be adjudged to be a lien on the Property and on all the land in this complaint described, and hereinbefore particularly described, be adjudged and decreed to be sold by the Sheriff of the County of Riverside, State of California, according to the law and the practice of this Court, and that the proceeds of said sale be applied to satisfy the costs of sale and the costs of these proceedings and plaintiff's claim, as aforesaid,

4 That the interest, estates or claims of all the defendants, and each of them, in, to or upon all of the Property, and every part thereof, be adjudged to be subsequent and subject to plaintiff's lien as aforesaid, and the equity of redemption of each and every of said defendants in or to the Property and every part thereof, be forever barred and foreclosed, and

- 5 That the plaintiff or any party to this action may become a purchaser at such sale

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1 **ON THE THIRD CAUSE OF ACTION:**

2 1 For the principal sum of \$533,493 79,

3 2 For interest according to proof at trial,

4
5 **ON ALL CAUSES OF ACTION:**

6 1 For costs of suit incurred herein,

7 2 For such other and further relief as the court deems just and proper

8
9 DATED February 13, 2008

TAUBMAN, SIMPSON, YOUNG & SULENTOR

10
11
12 By



13 MARIA M. ROHAIDY, Attorneys for plaintiff
14 AMPAM PARKS MECHANICAL, INC
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EXHIBIT 1

LEGAL DESCRIPTION

Parcels 13 through 16, inclusive of Parcel Map No 31093, in the City of Murrieta, County of Riverside, State of California, as shown by Map on file in Book 208, Pages 68 through 72 inclusive, of Parcel Maps, in the Office of the County Recorder of said County

Except one-half of all mineral rights as reserved to Raleigh Brown and Adele Brown, Husband and Wife by Deed recorded March 20, 1950, in Book 1157, Page 220 of Official Records, Riverside County Records

EXHIBIT 2

RECEIVED

OCT 18 2006

G COMPANIES CONSTRUCTION, INC.
SUBCONTRACT AGREEMENT

REC'D OCT 17 2006

GCCI

THIS SUBCONTRACT, made on this 1st day of May 2006, by and between G Companies Construction, Inc., PO Box 2990, Newport Beach, CA 92660, (949) 975-0617 Phone, (949) 975-0625 Fax, herein called the "Contractor" and ANSAM Paving Mechanical 1862 W. Harrison Boulevard, Wilmington, CA 90744, (310) 535-1530 Phone, (310) 535-2913 Fax, herein called the "Subcontractor"

RECITAL

Contractor proposes to construct, develop and/or subdivide a tract of land (the "Project") commonly known as Village Walk/Harriets 453, County of Riverside, State of California (the "Property"). The construction of the Project is to be in strict accordance with the provisions and requirements set forth in the plans, specifications, and any other document listed in Schedule B attached hereto; all of these documents are on file and available during business hours for inspection and review at Contractor's principal office. Such documents are herein designated as the "Contract Documents" and are incorporated herein by this reference. These Contract Documents are intended to complement and supplement each other, and work described in one document but not in another shall nonetheless be executed as if such were described in all documents. Inasmuch as various Contract Documents have been approved and comply with County, City and financial institution requirements, it is essential that Subcontractor proceed and perform his work in exact conformity with the applicable portions of the Contract Documents.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS.

1. **FINANCING CONDITION/TERMINATION FOR CONVENIENCE:** This Subcontract is subject to and contingent upon the Project's Owner(s) obtaining sufficient construction loans from time to time for the Project. Contractor may at any time, and for any reason, including the Project's Owner(s) inability to obtain sufficient construction loans for the Project, terminate the work and services of Subcontractor under this Subcontract for Contractor's convenience upon three (3) days written notice. Upon receipt of such notice, Subcontractor shall, unless otherwise directed, immediately discontinue the work and the placing of orders for materials in connection with the performance of this Subcontract, and shall thereafter do only such work as may be necessary to preserve and protect the work in progress. Upon such termination, Subcontractor shall be entitled to compensation and payment (a) for the percentage of the work completed in conformity with the Subcontract multiplied by the Contract Price, and (b) other costs actually incurred by Subcontractor for the performance of termination-related tasks as may be directed and approved by Contractor. There shall be deducted from such compensation the amount of any payments made to Subcontractor prior to the termination and any amounts chargeable to Subcontractor pursuant to any provision of the Subcontract. In the event of such termination and payment, Subcontractor shall not be entitled to any claims or claims of loss against Contractor or the Property for any additional compensation or damages.

2. **DOCUMENTS:** The Contract Documents describe the work to be performed by Subcontractor under this Subcontract, and Subcontractor shall be bound to Contractor in the same manner and to the same extent as Contractor is bound to the Owner under the Contract Documents. Subcontractor acknowledges that he has carefully examined and studied the Contract Documents in their entirety. Subcontractor further acknowledges that the work of the various subcontractors for the Project is interrelated, and Subcontractor fully understands the character of the work to be performed by him under the Contract Documents. Subcontractor has investigated the site and is satisfied as to the conditions to be encountered during his operations. Subcontractor shall not in any respect rely upon any representations to him by any person on behalf of the Contractor, but shall rely solely upon his own investigations. Commencing work shall indicate acceptance of conditions and surfaces underlying or adjacent to work of this Agreement.

3. **WORK COVERED:** Subcontractor agrees to perform in good and workmanlike manner, and to furnish to the Project all labor, materials (all materials shall be new unless otherwise specified by Contractor), supplies, equipment, services, machinery, tools and other facilities of every description required for the prompt and efficient execution of the work (the "Job") as outlined in Schedule A attached hereto. Subcontractor shall be obligated to perform the Job in strict compliance with the Contract Documents and the provisions of this Subcontract. It is agreed that all labor, materials and equipment furnished by Subcontractor that are properly and necessarily required to perform and provide a complete Job shall be deemed to be included within the Contract Price, even though all items of labor, materials and equipment may not specifically be mentioned in this Subcontract or the Contract Documents.

4. **CONTRACT PRICE:** For the strict (not substantial) performance by Subcontractor of all of its obligations hereunder, Contractor shall pay to Subcontractor the sum of ~~THREE MILLION EIGHT HUNDRED SIXTY-THREE THOUSAND DOLLARS (\$3,863,000)~~ **THREE MILLION EIGHT HUNDRED SIXTY-THREE THOUSAND DOLLARS (\$3,863,000)** attached hereto, subject to additions and deductions as provided in this Subcontract. Price for labor and materials to be paid constant for a period of one (1) year from date of contract execution after said period, labor and materials subject to annual adjustment based up CPI at date of execution. **Capitol A 06/06/06 and 06/06/06**

5. **PAYMENT SCHEDULE:** So long as Subcontractor is not in default under any of the provisions of this Subcontract, periodic payments will be made for the work as it progresses in an amount equal to ninety percent (90%) of the value of the work and materials incorporated in the construction as estimated by the Contractor. The amount estimated will be determined by using unit price or prices specified in Schedule D attached hereto and shall be in accordance with the payment schedule set forth therein. With respect to the work covered by any request for a progress payment, Contractor shall not be obligated to make the progress payments to Subcontractor until Contractor has received:

- (a) Inspections and approvals of Subcontractor's work hereunder, if required and available, from City, County and other public agencies;
- (b) Waiver and Non release, in a form satisfactory to Contractor, from Subcontractor all sub-subcontractors, laborers, materialmen, trust funds, and other persons and entities who may be potential lien claimants against the Property, evidencing that all labor, materials, equipment, union benefits, payroll taxes and other similar items furnished in connection with the performance of the work under this Subcontract have been paid.

Contractor may deduct from any amounts due or to become due to Subcontractor any sum or sums owing by Subcontractor to Contractor under this Agreement on account of any other obligation, liability or contract unrelated to this Agreement, and in the event of any breach by Subcontractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against Contractor or the construction site arising out of Subcontractor's performance of this Agreement, Contractor shall have the right, but is not required, to retain out of any payments due or to become due to Subcontractor an amount sufficient to completely protect Contractor from any and all loss, damage, or expense therefrom until the situation has been remedied or adjusted by Subcontractor to the satisfaction of Contractor. If Contractor exercises this right in good faith, Subcontractor shall not be entitled to any interest whatsoever on the money so retained regardless of the outcome of any subsequent claims resolution or litigation.

Any payments made hereunder or advances made by Contractor prior to the completion and final acceptance of the Job shall not be construed as evidence of acceptance of any of Subcontractor's work. Final acceptance is defined as all work that is accepted by both governing public agency(ies) and G Company's Construction, Inc.

If construction loan funds are deposited in a joint control account, Subcontractor agrees to accept payments from such account and any order given by Contractor to Subcontractor thereon shall be deemed payment on the part of Contractor and a release of Contractor in the amount of any such order. Contractor shall have the right to make direct payments to any of Subcontractor's laborers, materialmen or sub-subcontractors on behalf of and for the account of Subcontractor or by joint check to Subcontractor and any of them, but Contractor has no obligation to do so.

Contractor and Subcontractor understand and acknowledge that it is a public offense in California for any person who receives money for the purpose of paying for services, labor, materials or equipment on a construction project to willfully fail to so apply such money and wrongfully divert the funds to another use. Contractor will pay Subcontractor for work performed under this Subcontract as and when funds for the project are received by Contractor from the owner of the property (Owner). In the event that Owner wrongfully fails to pay Contractor under Contractor's agreement with Owner for work on the project (the "Prime Contract"), Subcontractor hereby agrees to proceed upon, prosecute and exhaust in all respects to a final determination the Subcontractor's mechanic's lien, stop notice and bond rights and remedies, prior and as a condition precedent to filing any action or proceeding for enforcement or otherwise, of available payment to contract against Contractor or otherwise pursuing enforcement of Subcontractor's rights to payment under this Subcontract. Contractor shall notify Subcontractor in the event that any progress payment or final payment to Subcontractor is delayed due to Owner's failure to pay Contractor under the Prime Contract, but Contractor's failure to provide such notice to Subcontractor shall in no way affect the limitation of Subcontractor's remedies provided for in this section.

Subcontractor acknowledges that Contractor would not have entered into this Subcontract without the provisions of this section, and that it would be impossible to measure in money the damages to Contractor if Subcontractor fails or refuses to comply with the limitation of remedies provided for in this section, and agrees that in the event of Subcontractor's breach of any such provision, Contractor will not have an adequate remedy at law. It is therefore agreed that Contractor, in addition to any other available rights or remedies, shall be entitled to immediate declaratory or injunctive relief to enforce such provisions or any of them, and that in the event Contractor brings any action or proceeding in equity to enforce them, Subcontractor will not urge as a defense that there is an adequate remedy at law.

6. **RETENTIONS:** Contractor shall be entitled to retain and withhold from the amount due Subcontractor without interest the sum equal to 10% of the labor portion of the Contract Price. Retention is not to be withheld from material draws, designated as "Retention" for a period ("Retention Period") not to exceed the last of the following events to occur:

1. Thirty-five (35) days from the filing of a notice of completion by Contractor on the Project; or

2. When applicable, thirty-five (35) days from receipt of "clear third" inspections by the lender

Contractor shall pay the Retention to Subcontractor no later than seven (7) days after the expiration of the Retention Period.

7. **CHANGES:** Contractor may, at any time by written order of Contractor's authorized representative, and without notice to Subcontractor's survey, make changes in, including additions to and omissions from the Job to be performed and materials to be furnished under the Subcontract, and Subcontractor shall immediately upon receipt of Change Order proceed with the performance of the Subcontract as so changed. No change in the terms and conditions of the Subcontract or in the terms or manner of payment shall in any way constitute or release, in whole or in part, any surety on any bond furnished by or on behalf of Subcontractor. Any changes shall be subject to all the terms and conditions of the Subcontract.

The only representative authorized to make any changes or to issue change orders on behalf of Contractor is the Project Manager. In the event that Subcontractor is requested to perform services or furnish materials over and above his contract provisions, he must first obtain written authorization, which shall be issued only by the Project Manager. All other instructions, verbal or written, that the Subcontractor may receive shall be deemed as part of the original work and no additional compensation shall be given. All additional work performed or material supplied prior to or without a written authorization by the Project Manager shall be considered work performed at no charge to the Contractor. A change made or ordered by any other person shall not be binding upon Contractor.

If any such ordered change increases or decreases the cost of performing the Job under the Subcontract, the Contract Price will be adjusted by appropriate additions or deductions as mutually agreed upon by the parties hereto before the changed work is performed. If the parties hereto cannot agree on the amount of the adjustment to be made, Subcontractor shall nevertheless promptly proceed to perform the work as changed, and Subcontractor shall keep and submit to Contractor, in the manner specified below, a cost breakdown as needed to substantiate the amount of the adjustment. Any claim by Subcontractor for an adjustment of the Contract Price under this paragraph must be submitted in writing within seven (7) days from the date any such change is ordered.

If a dispute arises between the parties hereto as to whether any particular work is a change to the Job described in the Subcontract, Subcontractor shall immediately clearly perform the alleged changed or extra work and may submit a written Notice of Intent to file Claim for Additional Money; such written notice must be submitted to Contractor within three (3) to seven (7) days after commencing the performance of the alleged changed or extra work. If said notice is timely given, as a further condition precedent to thereafter making claim, Subcontractor shall keep and submit to Contractor on a weekly basis a complete breakdown of all costs incurred by the alleged changed or extra work, including (a) a labor breakdown by name of person, hours worked, and task performed for each employee performing said alleged changed or extra work, (b) a similar breakdown for all equipment used, and (c) copies of all invoices and delivery tickets for materials used. IF SAID NOTICE OF INTENT TO FILE CLAIM FOR ADDITIONAL MONEY IS NOT TIMELY GIVEN OR IF SAID COST BREAKDOWN IS NOT KEPT AND SUBMITTED AS SPECIFIED, SUBCONTRACTOR AGREES THAT FURTHER SUCH FAILURE WILL BE AND CONSTITUTE CONCLUSIVE AND NONREBUTTABLE EVIDENCE THAT NO CHANGED OR EXTRA WORK WAS PERFORMED AND THAT NO PAYMENT FOR THE ALLEGED CHANGED OR EXTRA WORK IS DUE SUBCONTRACTOR.

The amount of any disputed changed or extra work will be determined in the manner set forth in Section 9 and payment for any changed or extra work to which Subcontractor may become entitled to under this section shall be made in accordance with Section 5 above.

8. **ADHERENCE TO PLANS AND SPECIFICATIONS:** Subcontractor shall make no changes in nor shall he deviate from the Contract Documents, and he shall be responsible and liable for any and all damages that may result from such changes or deviations. In addition, Subcontractor may be required at his own cost and expense to cause any of his work to conform strictly to the Contract Documents, unless a written authorization of Contractor executed in accordance with Section 7, addressed to Subcontractor, shall be given setting forth in detail what specific changes may be made.

For purposes of interpreting the Contract Documents, should the plans vary from the specifications, then the specifications shall govern. Should there be any discrepancy between the plans or the specifications, or both, and any governmental laws or regulations, then those, which are more stringent and/or maximum, shall govern. Contractor assumes no responsibility for failure of the plans or specifications of the Contract Documents to meet with governmental laws or regulations, and it is conclusively presumed that Subcontractor is familiar with said governmental laws or regulations, regardless of the provisions of the Contract Documents.

Subcontractor agrees that should any change be required by any governmental authority, no change shall be made by Subcontractor without increase in the Contract Price. Contractor agreeing only that it will use its best efforts to have the Contract Documents meet with the requirement of governmental authority. If any of the Contract Documents provide for work contrary to any such laws and regulations, Subcontractor shall be required to notify Contractor in writing, prior to the correction of such Contract Documents, to comply with the applicable law or regulation, and Subcontractor shall not perform any such work until the corrected Contract Documents have been approved in writing by Contractor.

9. **ADJUSTMENT FOR CHANGES:** In the absence of agreement as to the amount of the adjustment to be made for any changed, or alleged changed or extra work, any adjustment to the Contract Price which may be due on account thereof shall be determined as follows: (a) when a change results in an increase in costs or extra work is involved, the Contract Price will be increased on the basis of the increase in direct costs actually incurred by Subcontractor to perform the changed or extra work, plus a mark-up thereon of fifteen percent (15%) on labor and ten percent (10%) on materials as an allowance for all indirect costs, field supervision, tools, general and administrative expenses, overhead (including any home office overhead) and profit; (b) in the event of any deletion or other change which results in a decrease in costs, the Contract Price will be decreased on the basis of the direct costs which would have been incurred by Subcontractor had the change not occurred, plus the profit which would have been earned; provided, however, that if any deleted work is a separately priced item of work under the Subcontract, the Contract Price will be decreased on the basis of such stated price; and (c) when both increases and decreases covering related work or substitutions are involved in any one change, the mark-up allowance shall be figured on the basis of the net increase, if any, with respect to such change. Direct costs as used in this Section shall be limited to the following: (a) cost of materials, including any applicable sales tax and transportation expense applicable thereto; (b) cost of labor for the workmen consisting of wages, and fringe benefits and other labor burden expenses actually paid to or on behalf of the workmen; and (c) a reasonable rental value for use of equipment, but individual pieces of equipment having a replacement value of \$500.00 or less shall be considered to be tools and no payment will be made therefore.

As to work approved by Contractor to be performed on a time and material basis, the Subcontractor's billing shall be based on actual hours as verified by daily work tickets, which must be approved by Contractor's field superintendent within 24 72 hours of the work being performed. Contractor's field superintendent's signature on daily work tickets are strictly to verify the labor and equipment hours are accurate as shown on the daily work tickets in no way constitute any approval nor agreement that Subcontractor will be paid for additional work. Any work performed over and above the "Not to Exceed" amount stated on the Authorization for Extra Work and which does not comply with Section 7 shall be considered done at no charge to the Contractor.

Any changed and/or extra work requested by Contractor, whether disputed or authorized, that requires hourly equipment rental shall be performed at the rates as follows:

(a) For Subcontractor's owned equipment, the rate shall be rental rate as set forth in the most recent publication of the State of California Business, Transportation, and Housing Agency, Department of Transportation, Division of Construction, Labor Surcharge and Equipment Rental Rates. These rental rates will be for equipment "Operated and Maintained" and include Subcontractor's overhead and profit, all applicable payroll taxes including Federal and State Unemployment Insurance, FICA, Worker's Compensation, and Union Benefits.

(b) For non-owned equipment rented from third parties, compensation shall be the actual invoice cost plus 10% for overhead and profit and such costs shall be substantiated by an invoice from the supplier.

If the Subcontractor starts to work overtime for any reason not requested by the Contractor, no premium compensation shall be paid. If the Subcontractor is requested by the Contractor to operate on a premium time basis, Subcontractor shall be compensated for the premium costs only, as applied to the overtime hours, which are additional to the concurrent operating hours of the Subcontractor. In the event the Contractor decides to have the Subcontractor work on a premium time basis for an extended time period the above rates shall be negotiated by the Contractor and Subcontractor.

10. **TAXES:** The Contract Price includes the payment by Subcontractor of any tax under California Sales or Use Tax Law, or any amendments thereto, or any law now existing, or which may hereafter be adopted by Federal, State, local or other governmental authority, taxing the materials, services required, or labor furnished, or any other tax levied by reason of the work performed or to be performed hereunder.

11. **COMMENCEMENT AND COMPLETION OF THE JOB: TIME IS OF THE ESSENCE** of this Agreement. Subcontractor to commence the Job on the date specified by the Contractor and shall prosecute and complete the work substantially in a prompt and diligent manner and in accordance with "Contractor's Sequence Schedule" and all revisions made thereto, and shall not delay, interfere with or hinder the work of Contractor or any other subcontractor. Upon request by Contractor, Subcontractor shall furnish to Contractor a schedule or scheduling information in such form as Contractor may require relating to the work to be performed under this Agreement. The time given Contractor to perform all its work under its contract with the Owner shall not be the time Subcontractor has to perform its work nor evidence of same, but Subcontractor shall be required to perform its work in strict accordance with Contractor's program schedule. If Contractor shall deem it necessary, Subcontractor, at its own expense and on demand of Contractor, shall provide additional work force, overtime, additional shifts and shall expedite the furnishing of material so as to meet the program schedule. Contractor shall have the sole right to establish the time and order in which the various portions of the entire project work shall be performed, and, in case of conflicts, to establish priority of work performance as between Contractor, Subcontractor and other subcontractors.

The Subcontractor agrees that he is aware that the Project will be constructed in phases. Before fabrication and/or placing orders for non-standard or special materials, Subcontractor shall contact Project Superintendent as to starting date, production and scheduling. Subcontractor agrees to commence the several parts thereof at such times, and proceeding therewith in such order as directed by Contractor's superintendent, and agrees to finish the several parts and the whole of the Job at provided herein, so that, in conjunction with other trades engaged thereon, he will ensure the uninterrupted progress of the Project. In the event Contractor's work schedule should be changed, Subcontractor will proceed in strict accordance with Contractor's directions. Any changes in the schedule shall be made in writing as specified in Section 7. Subcontractor will cooperate with related work and will not interfere in any manner with the work of Contractor or other subcontractors. In the event of any conflict in the work schedule of Subcontractor and Contractor or any other Subcontractor, Contractor shall decide which work shall have precedence and the decision of Contractor shall be final. Any construction sequence or program schedule furnished by Contractor to Subcontractor shall be solely for Contractor's benefit, and Contractor makes no representation that assets or work will be ready for Subcontractor at the times indicated therein; nevertheless, Subcontractor must be ready and able to perform the Job within the time period indicated in any such schedule. Subcontractor shall not be entitled to recover from Contractor any additional compensation or damages on account of any delay or disruption to Subcontractor's performance of the Job, whether caused in whole or in part by Contractor or others, including conduct on the part of Contractor which may amount to a breach of this Subcontract.

12. **LINE, GRADES AND MEASUREMENTS:** Subcontractor assumes full responsibility for the proper interpretation and interpolation of all lines, levels and measurements and their relation to bench marks, property lines, reference lines and the work of the Contractor or other subcontractors. In all cases where dimensions are governed by conditions already established, the responsibility for correct knowledge of the conditions shall rest entirely on Subcontractor. No variation from specified lines or grades or dimensions shall be made except on written authority of Contractor. All work shall be made to conform to actual, final conditions as they develop in the course of construction.

13 **RELATED WORK.** By acceptance of work hereunder, Subcontractor acknowledges that all related, adjacent or dependent work, services, utilities or materials are acceptable to him. Unless the Subcontractor reports prior damage in writing to the Contractor, Subcontractor hereby waives any and all claims for damages or extras with respect to defects in or failure of such work, services, utilities or materials.

14 **INTERRUPTION OF WORK.** If, as a result of fire, earthquake, act of God, war, strikes, picketing, boycott, lockouts or other causes or conditions beyond the control of Contractor, Subcontractor discontinues the job prior to its completion, then Subcontractor shall resume work as soon as conditions permit, or if Subcontractor shall discontinue work because Contractor shall consider it inadvisable to proceed with the job, then Subcontractor will resume the job promptly upon receiving written notice from Contractor to do so, and Subcontractor shall not be entitled to any damages or compensation on account of cessation of work as a result of any of the causes mentioned above. Completion of Contract assumes no warranty of "Force Majeure".

15 **INSPECTION AND APPROVALS:** The job or any portion of the job shall be subject to inspection and approval by all applicable governmental authorities. Contractor and Contractor's representatives. Subcontractor shall be required to furnish for the approval of all governmental authorities, Contractor and Contractor's representatives such samples, shop drawings and patterns as may be required for the job, and all work hereunder shall be in accordance therewith. Subcontractor shall provide sufficient, safe and proper facilities during the progress of the job for all such inspections in the field, at shops or any place where materials required hereunder are in the course of preparation, manufacture, treatment or storage. It is agreed that any change or correction required as a result of any such inspections shall be made by Subcontractor without additional charge, unless otherwise specifically agreed upon by Contractor in writing. Subcontractor shall request all inspections for his work and obtain approval of same. If additional testing and/or inspections are required of Subcontractor's work due to Subcontractor's fault or to act of God, Subcontractor agrees to compensate Contractor any additional costs incurred for testing and inspections.

16 **BOND REQUIREMENTS:** Within ten (10) days after the execution of this Agreement, if required by Contractor, Subcontractor shall furnish to Contractor a Performance Bond and/or a Labor and Materials Bond to a firm satisfactory to Contractor, each in an amount equal to the full amount of the Contract Price. A Corporate Surety Company licensed to do business in the State of California shall execute each bond. Subcontractor, by its execution hereof, warrants that it can obtain said bonds at a cost of not more than one percent (1%) of the principal amount thereof. If Subcontractor fails to so furnish any required bond, Contractor may, at its option, terminate this Subcontract without any liability of any kind to Subcontractor. In the event Contractor requires Subcontractor to furnish either or both of the bonds mentioned above, Contractor shall pay the cost thereof. It is agreed that no change, alterations or modifications in or deviation from this Subcontract or the Contract Documents, whether made in the manner herein provided for or not, shall release or exonerate in whole or in part, any surety on any bond given in connection with this Subcontract, and each and every surety bond required hereunder shall so provide.

17 **CORRECTION AND REMOVAL OF DEFECTS IN MATERIAL OR WORK.** All defects in material used or work performed under this Subcontract as designated by City or County Inspectors or Contractor, upon inspection and brought to the attention of Subcontractor shall immediately be corrected by Subcontractor to the satisfaction of Contractor and the designating person. If any workmanship or materials are declared in writing by Contractor or any applicable governmental authority to be unsound or improper then, within twenty-four (24) hours after service upon him of written notice from Contractor or the appropriate governmental authority to that effect, Subcontractor shall proceed with due diligence to remove from the site all such materials, whether installed or incorporated in the job or not, and shall remove all such portions of the unsound or improper work. Subcontractor shall also restore or repair any work of other trades damaged by such a removal. In the event that all or any portion of such work shall be of such a nature, or the time available to complete the whole work shall be so limited, that in the judgment of Contractor it would be impractical to order the same replaced or corrected, Contractor, at its option, may deduct from the payment due or to become due to Subcontractor an amount that shall represent the difference between the fair and reasonable value of such work and its value had it been executed in conformity with the Contract Documents.

18 **UNSATISFACTORY WORK:** Upon written notification from the Contractor that Subcontractor's work is in any respect unsatisfactory, needs correction, is not in compliance with the Contract Documents, or that the job has been damaged, Subcontractor shall, within twenty-four hours of such notification, proceed with due diligence to take all action necessary to correct or repair the job.

19 **DAMAGE TO WORK:** Should Subcontractor damage the work or installation of Contractor or any other subcontractor, Subcontractor shall promptly pay to Contractor or such subcontractor, as the case may be, all costs incurred in repairing the damage. Subcontractor and his suppliers shall not be permitted to drive any vehicle over any curb or sidewalk on the Project at any time by any means, and Subcontractor shall take all action necessary to ensure that his suppliers comply fully with the requirements of this Section and shall be fully responsible for all damage to curbs and sidewalks caused by his vehicles or those of his suppliers. Subcontractor shall be responsible for maintaining and protecting the job and bear the risk of any damage thereto until such time as the entire Project is completed and accepted. All damage to the job occurring prior to full completion and final acceptance of the Project as a whole, regardless of who caused such damage or how it occurred, shall be promptly repaired or replaced by Subcontractor at his own cost and expense.

20 **HOLD HARMLESS:** Subcontractor will hold Contractor harmless from any and all damages caused by defective workmanship or materials, and delays caused thereby, and will pay and reimburse Contractor for any and all such damages. In the event any dispute arises as to Subcontractor's workmanship or the quality of materials furnished, the decision of Contractor reasonably made and arrived at shall be binding.

21 **GUARANTEE:** Subcontractor guarantees Contractor and all future owners of the Project, or any portion thereof, against any loss or damage arising from any defect in materials and workmanship furnished under this Subcontract for a period of one (1) year from the date of issuance of a Certificate of Occupancy for each building final acceptance of the Project as a whole. Upon written notification of defects from Contractor or any such owner, Subcontractor shall proceed within twenty-four (24) hours of such notice with due diligence, at his own expense, to replace any defective material or perform any labor necessary to correct any defect in the job. Upon failure of Subcontractor to do so, Contractor, or the affected owner, may furnish or secure, at Subcontractor's expense, such materials or labor as are necessary to bring the job up to the required standard, all costs thus incurred thereupon becoming a debt immediately due and payable by Subcontractor, which debt Subcontractor shall pay to Contractor within fifteen (15) days after written demand from Contractor or the affected owner. This special one-year guarantee provided herein shall be deemed to be in addition to other contractual and statutory warranties of performance and not in lieu thereof.

22 **DELAY IN PERFORMANCE: TIME IS OF THE ESSENCE** of this Subcontract. Contractor may, from time to time, establish specific schedules for the pace and rate of performance of this Subcontract work and other portions of the Project work, including without limitation, benchmark dates or intermediate completion dates for various portions of the Project, a completion date for the entire Project, specific number of units to be completed within a given time period, and the number of qualified workers necessary, as determined by Contractor, to maintain the pace or rate of work established by Contractor. Subcontractor acknowledges his understanding that Contractor, in entering into this Subcontract, is relying on Subcontractor's ability and willingness to perform his work at the pace or rate as may be established by Contractor from time to time. Subcontractor shall prosecute the job in accordance with



Contractor's Construction Sequence Schedule and any revisions made thereto, and shall not delay the completion of the Project nor interfere with or hinder the work of Contractor or any other subcontractor.

23. **SUBCONTRACTOR DEFAULT/TERMINATION:** In the event Subcontractor, at any time, fails to properly and diligently prosecute the Job, fails to pay its workers, sub-subcontractors or suppliers, or otherwise breaches a material provision of this Subcontract, and such failure or default is not corrected within forty-eight (48) hours after receipt of written notice from Contractor to do so, then Contractor may, at its option:

(a) Without taking over the work, provide necessary labor and materials or employ any other person or persons, including another contractor, to finish the work and provide the materials therefor at the expense of Subcontractor; or

(b) Terminate Subcontractor's right to further perform under the Subcontract and complete the Job at the expense of Subcontractor. If Contractor so terminates Subcontractor's right to perform under the Subcontract, Contractor shall have the right to use any materials, tools or equipment furnished by or belonging to Subcontractor to complete the Job without any compensation to Subcontractor for such use, and Subcontractor shall not be entitled to receive any further payment under the Subcontract until the entire Project has been completed, at which time, if the unpaid balance of the amount to be paid under the Subcontract exceeds the expense incurred by Contractor in finishing the Job and any damages sustained by Contractor as a result of Subcontractor's default, such excess will be paid to Subcontractor, but if such expense and damages shall exceed the unpaid balance, Subcontractor shall pay the difference to Contractor.

As used in this section, "expense" shall mean the actual cost incurred by Contractor, plus a markup allowance of 15% on such cost.

24. **DEFENSE OF PATENT:** Subcontractor shall defend all suits or claims for infringement of any copyright or any patent right that may be brought against Contractor, the Owner or the Architect arising out of the Job, and shall hold Contractor, the Owner or the Architect harmless from loss on account thereof, except that Subcontractor shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer(s) is specified for use by the Contract Documents.

25. **CUTTING, FITTING AND PATCHING; WORK OF OTHERS:** Subcontractor shall, as a part of the Contract Price, do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and to fit it to receive or be received by the work of other subcontractors, shown in or reasonably implied by the Contract Documents. Subcontractor agrees to protect the work of others from damage as a result of his operations. Should Subcontractor cause damage to any separate subcontractor on the work, then Subcontractor agrees to compensate promptly such subcontractor to the extent of his damage as provided in Section 19.

26. **CLAIMS OF SUBCONTRACTOR FOR DELAY OR DAMAGE:** Subcontractor expressly waives any and all rights to make claims or be entitled to receive any compensation or damages for failure of Contractor or other subcontractors to have related portions of the Job completed in time for the work of Subcontractor to proceed.

27. **INSURANCE:** The Subcontractor and his sub-subcontractors shall during the continuance of the work under this Agreement, including when work is suspended therewith, procure and maintain in force, at their sole cost and expense, insurance coverage in the limits and under the terms specified below. The insurance to be furnished by Subcontractor shall be issued by a company or companies acceptable to Contractor and authorized to transact business in the State of California. Subcontractor shall, within ten (10) days after the execution of this Subcontract or prior to his commencement of any work (whichever occurs first), provide to Contractor certificates of insurance evidencing that the required insurance coverage is in full force and effect, and such certificates shall provide, by endorsement, that the coverage therein provided shall not be cancelled, reduced or otherwise materially changed without thirty (30) days prior written notice to Contractor. In the event the coverage evidenced by any such certificate is cancelled, reduced or otherwise materially changed, Subcontractor shall procure new coverage and furnish to Contractor a new certificate conforming to the insurance requirements specified herein at least five (5) days before the effective date of such change. If Contractor fails to procure and maintain any insurance coverage required by this Subcontract, Contractor may, in addition to other remedies, procure such insurance and charge the expense to Subcontractor or terminate the Subcontract. All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A.V. All coverage forms must be acceptable to Owner and Contractor. If requested, Subcontractor shall provide certified copies of all such policies to Owner and/or Contractor within 30 days of such request. Contractor reserves the right but shall have no obligation, to procure the insurance or any portion thereof, for which Subcontractor is herein responsible and which is described in this section.

Contractor shall notify Subcontractor if Contractor exercises its right whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to the Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to become responsible pursuant to this section. In such event, the sum paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.

Subcontractor agrees to include in his agreement, with his Sub-subcontractors all provisions mentioned in Section 27 herein and shall require of any and all of their Sub-subcontractors to maintain similar insurance per Section 27 herein. Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of the Subcontractor create higher than normal hazards and, may require that the Subcontractor name additional parties having interest as additional insureds. All policies required by this Agreement must contain a Waiver of Subrogation in favor of the Owner and Contractor. In the event that materials or any other type of personal property ("personal property") is required for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Compliance or failure to comply by the Subcontractor with the requirements included in Section 27 as to carrying insurance and furnishing certificates, shall not relieve the Subcontractor of his liabilities and obligations under this section. Insurance coverages and limits required are as follows:

1. **Workers' Compensation/Subcontractor's Liability Insurance:**

Coverage A. Statutory Benefits

Coverage B. Employer's Liability

Bodily Injury by accident \$1,000,000 each accident

Bodily Injury by disease \$1,000,000 policy limit

Bodily Injury by disease \$1,000,000 each employee

Coverage must include a waiver of subrogation endorsement.

2. **Commercial Auto Coverage:** Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability Insurance including but not limited to owned autos, hired or non-owned autos.

3. **Comprehensive General Liability or Commercial General Liability**

a) **Comprehensive General Liability**

The limits of liability shall not be less than:

Comb. Sing. Limit: \$2,000,000
Bodily Injury/Property Damage per Occurrence

b) **Commercial General Liability**

The limits of liability shall not be less than:

Each Occurrence Limit	\$1,000,000
Personal Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

The policy forms must include:

- Products and Operations coverage with no explosion, collapse, or underground damage (XCU) exclusion.
- Products and Completed Operations coverage. (Subcontractor agrees to maintain this coverage for 18 years following the acceptance of his work by the contractor or until all applicable Statutes of Limitations expire, whichever length of time is longer.) Subcontractor further agrees to continue naming Contractor and any other parties in interest as Additional Insured(s) for the entire length of time as described above.
- Blanket contractual coverage or its equivalent.
- Broad Form Property Damage coverage including completed operations or its equivalent.
- An endorsement naming Owner and any other parties in interest as additional insured(s) under the coverage specified under Insurance Requirement 3. Such endorsement shall contain the following provision:

"It is understood and agreed that G Companies Construction, Inc., Bank of the West, Mar Vista Village Walk L.P., its officers, directors, agents, servants, employees, divisions, subsidiaries, partners, shareholders and affiliated companies are additionally named as insureds under this policy, with respect to legal liability or claims caused by, arising out of, or relating to the acts or omissions, work or work product, of the named insured or of others performed on behalf of the named insured."

The above endorsement shall be acceptable as well as ISO forms CG2010B 11/83 or CG2026 11/83 or equivalent. ISO forms CG2016A or CG2010B 10/93 or their equivalent **ARE NOT ACCEPTABLE**. Any form that limits coverage to "ONGOING OPERATIONS" or otherwise does not grant additional insured status under the products/completed operations coverage **IS NOT ACCEPTABLE**. If the Subcontractor conducts a thorough search of available insurance companies who offer General Liability coverage and it is determined that ISO forms CG2010B 11/83 or CG2026 11/83 or their equivalent are unavailable, then ISO CG2016A or CG2010B 10/93 or their equivalent may be considered by the Contractor.

- Subsidence coverage (if requested by Contractor).
- An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- Coverage is to be on an "occurrence" form. "Claims Made" and "Modified Occurrences" forms are not acceptable except where "Professional Liability Coverage" is required.
- An endorsement stating that any aggregate limits apply on a "per project" and on a "per location" basis.
- No exclusion relating to "residential construction" as it pertains to apartments. All certificates of insurance furnished to Contractor must contain a notation that the policy does not contain an apartment exclusion.

28. **INDEMNIFICATION:** Subcontractor shall protect, defend, indemnify and hold free and harmless Contractor, Owner and Lender, and their officers, directors, employees, representatives, and agents, from any and all obligations, liability, losses, claims, demands, loss, damage, costs, expenses (including attorney fees and all costs to enforce this indemnification), or causes of action whatsoever (hereinafter referred to as "Claims") in any way connected with or arising out of or alleged to arise out of the performance by Subcontractor of the Job and this Subcontract for, but not limited to, the following:

(i) Claims, including alleged defects in the construction of the Job, by the owner or future owners of the Property for damages to the Property (including loss of use thereof), the improvements thereon, and property appurtenant thereto, or any part thereof.

(ii) Claims for personal injury, including but not limited to, bodily injury, death, emotional injury, diseases or diseases, sustained by any person (including any employees or agents of Subcontractor, Contractor, Owner) or for property damage of any kind, caused or alleged to be caused in whole or in part by any act or omission of Subcontractor, his sub-subcontractors, suppliers or anyone directly or indirectly employed by anyone of them or anyone for whose conduct they may be liable, whether or not such injury or damage is caused by a party indemnified hereunder. The above said indemnity obligation of Subcontractor shall apply regardless of any active and/or passive negligent act or omission on the part of Contractor or Owner; however, such obligation shall not apply to Claims arising from the sole negligence or willful misconduct of Contractor or Owner or from defects in design furnished by Owner.

(iii) Claims and fees for unpaid labor performed or materials used or furnished to be used on the Job, including all incidental or consequential damages resulting to Contractor from such claims or fees.

(iv) Claims, fines or penalties that may arise from any violation or infraction by Subcontractor of any safety, employment or other governmental law, regulation, or order.

(v) In case any suit or other proceedings shall be brought against Contractor or any other party indemnified hereunder concerning any Claims to which Subcontractor's indemnity obligation applies, Subcontractor shall, upon demand by Contractor, assume the defense thereof and defend the indemnified party at Subcontractor's own expense, and Subcontractor shall pay all costs and any judgment that may be rendered therein against an indemnified party.

(vi) **Indemnity Not Limited** - In any and all claims against the Indemnification by any employee of the Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any Workers' or Workmen's Compensation acts, disability benefit acts or other employee benefit acts. Said indemnity is intended to apply during the period of this Contract and shall survive the expiration or termination of the Contract until such time as action or account of any matter covered by such indemnity is barred by the applicable statute of limitations.

29. **INDEPENDENT CONTRACTOR:** Subcontractor is an independent contractor and is solely responsible and liable for payment of all federal and state taxes and insurance and contributions for social security and unemployment which are measured by wages, salaries or other remuneration paid to Subcontractor's employees.

30. **CLEANUP AND STORAGE:** Subcontractor shall maintain, to the satisfaction of Contractor all work sites in a clean, neat and safe condition and shall comply promptly with any instructions from Contractor with respect thereto. As the Job is completed, Subcontractor shall remove from the site thereof, to the satisfaction of the Contractor all of Subcontractor's rubbish, debris,

materials, tools and equipment and, if Subcontractor does so promptly, Contractor may move the same to any place of storage or any dumping ground, all at Subcontractor's risk and expense and without incurring any responsibility to Subcontractor for loss, damage or theft. Subcontractor shall dispose of debris in dumpsters provided by the Contractor and as directed by its job superintendent. Subcontractor shall remove any surplus material or debris not placed in dumpsters completely from the Project. Upon completion of work, Subcontractor shall remove all surplus material and debris from the site.

31. **USABLE EXCESS MATERIALS:** To the extent applicable, Subcontractor shall move, as the Job or any portion thereof is completed, from the site thereof to the site or sites of the next work to be completed by Subcontractor, all usable excess materials, particularly materials supplied by Contractor. All materials supplied by Contractor shall be considered usable, unless Contractor advises Subcontractor to the contrary in writing. All excess costs suffered by Contractor by reason of Subcontractor's failure to use such usable materials in subsequent and succeeding work shall be charged against, and paid for by, Subcontractor and may be deducted from any payment or balance due Subcontractor hereunder.

32. **USE OF CONTRACTOR'S EQUIPMENT:** The use of any of Contractor's equipment, rigging, blocking, hoist or scaffolding by Subcontractor, whether leased or rented to Subcontractor by Contractor, shall be upon the distinct understanding that Subcontractor shall accept and use the equipment, rigging, blocking or scaffolding at his own risk and takes the same "as is", and Subcontractor assumes all responsibility for and agrees to hold Contractor harmless from all claims or damages whatsoever resulting from the use thereof, whether such damage results to Subcontractor or its own employees or property or to other persons or the employees or properties of other persons and regardless of any active and/or passive negligent act or omission on the part of Contractor or Owner; however, such obligation shall not apply to claims or damages arising from the sole negligence or willful misconduct of Contractor or Owner. Nothing herein contained shall be deemed to permit any such use by Subcontractor without the prior written consent of Contractor.

33. **PERMITS AND LAWS:** Subcontractor shall promptly obtain, at his expense, and before commencing any portion of the Job, all permits and licenses required for the Job. Subcontractor shall comply with all laws, ordinances, rules, regulations, orders and requirements of the applicable city and county government, the State and Federal government, and of any board or commission or any other duly qualified body having jurisdiction, which shall or might effect or apply to the Job, including State of California Occupational Safety and Health Standards Board. Subcontractor shall exhibit each such required permit or license to Contractor upon its request.

34. **PREVAILING WAGES AND PAYROLL RECORDS:** In the absence of a controlling collective bargaining agreement, Subcontractor understands and agrees that the wages to be paid by Subcontractor to laborers and mechanics employed by Subcontractor in the construction of this Project, or any part thereof, shall be a wage not less than the wages prevailing for corresponding classes of laborers and mechanics employed on construction of a similar character in the locality of the work to be performed hereunder, said prevailing wages to be payable in the manner and in accordance with all applicable Federal, State, County, City and local wage laws. As a condition precedent to any payment hereunder, Subcontractor shall submit to Contractor with each and every report of the work completed as required, a certificate in a form acceptable to Contractor certifying that he has complied with the provisions of this section. Subcontractor hereby authorizes Contractor to inspect and make copies of Subcontractor's books, payrolls and accounts with respect to this Subcontract, from time to time, for the purpose of verifying that Subcontractor is paying prevailing wages to his laborers and mechanics. Subcontractor shall maintain payroll records during the entire course of the Job, and Subcontractor shall preserve said payroll records for a period of not less than three (3) years from the date of completion of the Job. Subcontractor's payroll records shall contain the name and address of each employee who works for Subcontractor on this Project, his current classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Subcontractor agrees that upon failure to fully comply with the provisions of this Section 34, Contractor may withhold from the Subcontractor any payment or advance payable to Subcontractor hereunder. Subcontractor further agrees that any failure to fully comply with the terms of this Section shall be deemed a material breach of this Subcontract. Subcontractor shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged and employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Subcontractor shall at all times observe and comply with, and shall cause all the Subcontractor's agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having jurisdiction or authority over the work, and shall protect and indemnify the Contractor, and all its employees directly connected with the work against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the Subcontractor or the Subcontractor's employees. In particular, but not limited to, Subcontractor shall comply with the provisions of Sections 1774 and 1776 of the California Labor Code.

35. **ASSIGNMENT:** Subcontractor shall neither assign nor subcontract the whole or any portion of this Subcontract without first obtaining in each and every instance permission in writing from Contractor, and then only subject to, and upon the same terms and conditions, as the provisions of this Subcontract. Any permission granted by Contractor shall not be deemed permission to any subsequent assignment or subcontract. Any assignment or subcontract by Subcontractor made without the consent of Contractor as herein provided shall be null and void and shall at the option of Contractor be grounds for termination of this Subcontract. Any such assignment or subcontract shall contain all of the provisions of this Subcontract and shall require the assignee or subcontractor thereunder to be directly liable to Contractor in all respects as herein required of Subcontractor. Any assignment of this Subcontract or assignments of payments permitted by Contractor shall be submitted to the Contractor for its prior written approval and shall not be binding upon Contractor until so approved. No assignment shall relieve Subcontractor from his duties, obligations and liabilities hereunder, unless specifically relieved in writing by Contractor.

36. **LIENS:** Subcontractor shall pay when due all claims for labor or materials incurred by him in the performance of this Subcontract. Should any sub-subcontractor, supplier, trust fund, or other party providing labor or materials for the Job record a claim of lien against the Property or Site a stop notice with the Owner, upon demand of Contractor, Subcontractor shall no later than ten (10) days from receipt of the demand and at its own expense procure, furnish and record an appropriate statutory release bond which will extinguish or remove any such lien or stop notice, or shall otherwise satisfy and discharge such claim. In the event Subcontractor shall fail to so do, Contractor is hereby authorized to use whatever means it may deem best to cause the lien or stop notice to be extinguished or removed, and the cost thereof, including reasonable attorneys' fees incurred by Contractor, shall become immediately due from Subcontractor to Contractor. Subcontractor may contest any such claim, provided that he first shall cause the lien or stop notice related thereto to be extinguished or removed.

37. **INSOLVENCY OR BANKRUPTCY:** In the event Subcontractor becomes insolvent, is unable to pay his current obligations or commits any act of bankruptcy, Subcontractor shall be considered as being disabled from performing the Job, and this Subcontract may be terminated at the option of Contractor upon twenty-four (24) hours written notice to Subcontractor. If an order for relief is entered under the Bankruptcy Code as to Subcontractor, Contractor may likewise terminate this Subcontract upon giving forty-eight hours written notice to Subcontractor, its trustee, and its surety, if any, unless Subcontractor, its trustee, or surety promptly cures all defaults, provides adequate assurance of future performance, compensates Contractor for losses sustained from such defaults, and timely assumes the obligations of Subcontractor. Subcontractor hereby authorizes all financial institutions, sureties and individuals to disclose to Contractor Subcontractor's financial status, credit and manner of meeting obligations. Subcontractor shall file with

Contractor within thirty (30) days after the execution of this Subcontract a full and complete financial statement of Subcontractor. Contractor shall file with Contractor quarterly, complete, up-to-date financial statements on or before the thirtieth (30th) day of January, April, July and October of each year during the term hereof, and at such other times as Contractor may require. Should Subcontractor fail for any reason to file any financial statements as hereinabove required, Contractor may, at its option, terminate this Subcontract. All financial statements shall be statements certified by a public accountant.

38. **DEATH OF SUBCONTRACTOR.** If Subcontractor is a sole proprietor, his death shall automatically terminate this Subcontract.

39. **JOB SITE SUPERINTENDENT.** During the performance of the Job, Subcontractor shall furnish to the jobsite skilled labor, adequate and suitable materials and a qualified superintendent or foreman to act as the representative of Subcontractor on the Project, with the right and power to obligate Subcontractor. Such superintendent or foreman shall at all times be satisfactory to Contractor and shall not be changed without the written consent of Contractor. Upon oral or written notice from Contractor that such superintendent or foreman is unsatisfactory to Contractor, Subcontractor shall promptly replace him with a person satisfactory to Contractor.

40. **LIST OF SUPPLIERS:** At Contractor's request, Subcontractor shall, within ten (10) days of execution of this Subcontract, provide in writing a list of names and addresses of all sub-subcontractors, materialmen and other suppliers who will supply labor, materials or equipment to Subcontractor for the Job. The written list of suppliers shall, upon receipt by Contractor, be attached to this Subcontract and shall be made a part hereof. Subcontractor shall not have the right to change any of the suppliers without first obtaining written permission of Contractor. Subcontractor warrants that the list of suppliers who will supply Subcontractor shall be the only suppliers for Subcontractor for the Job.

41. **DELIVERY RECEIPTS ON MATERIALS:** Upon Contractor's request, Subcontractor shall furnish Contractor with a duplicate copy of all delivery receipts for materials delivered to Subcontractor at or for use on the Job within twenty-four (24) hours after each delivery.

42. **TIME OF ESSENCE AND WAIVER.** All time limits stated in this Subcontract are of the essence to this Subcontract. A waiver by Contractor of any breach of any one of the terms or conditions herein contained shall not be construed as a waiver of any subsequent breach. Any consent by Contractor to a delay in the performance of Subcontractor of any obligations to be performed by Subcontractor shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy by Contractor in the event of a breach of any term or condition hereof, or the exercise by Contractor of any right hereunder, shall not be construed as a waiver.

43. **UTILITIES:** Contractor shall furnish at his own expense all utilities, including, but not limited to, electrical power, lighting and water needed to properly perform the Job. Subcontractor to provide electrical cords, light standards (for task purposes) and water hoses for attachment to Contractor provided utilities.

44. **DATA FURNISHED BY SUBCONTRACTOR.** When requested by Contractor, Subcontractor shall, at his own expense, furnish promptly any number of prints, of his shop drawings, schedules, reports, or any other data that may be necessary in the operation of Contractor for distribution among other subcontractors and to Contractor for proper performance or clarification of work.

45. **SUBCONTRACTOR'S WARRANTIES AND REPRESENTATIONS:** As a material inducement to Contractor to enter into this Subcontract, Subcontractor warrants and represents as follows:

(a) Subcontractor is familiar with all requirements of the Subcontract and Contract Documents.

(b) Subcontractor has investigated the Project and has satisfied himself regarding the character of the work and local conditions that may affect it or its performance.

(c) Subcontractor is satisfied that the Job can be performed and completed as required in this Subcontract.

(d) Subcontractor accepts all risk directly or indirectly connected with the performance of this Subcontract.

(e) Subcontractor warrants that in entering into this Subcontract he has not been influenced by any statement or promise of Contractor or its representatives but only by the Contract Documents.

(f) Subcontractor is financially solvent.

(g) Subcontractor is experienced and competent to perform this Subcontract.

(h) Subcontractor is qualified, licensed in good standing and authorized to do business as a contractor in the State of California.

(i) Subcontractor is familiar with all general and special laws, ordinances, and regulations that may affect the Job, its performance, or those persons employed thereby.

(j) Subcontractor is familiar with the tax and labor regulations and with rates of pay that will affect the work hereunder.

(k) All work shall be performed by mechanics skilled in this type of work and as required by the County, State of California Occupational Safety and Health Standards Board and any other related governing public agencies, and shall provide adequate protection necessary for the safety, health and well being of his employees and others for his period of contracted work.

46. **PUBLICITY:** Subcontractor shall not disclose or make public to any news media or any persons associated with the news media or by advertisement or by public release of any kind or nature the fact that Subcontractor has entered into this Subcontract with Contractor, unless such public release is first approved in writing by Contractor.

47. **CONFLICT OF LAW:** The laws of the State of California shall govern the interpretation, validity and construction of the terms and conditions of this Subcontract.

48. **SEVERABILITY:** Should any provisions of this Subcontract, or any part thereof, prove to be invalid or otherwise unenforceable, then such provision shall remain in effect to the extent permitted, and the other provisions of this Subcontract shall remain in full force and effect.

49. **PLACE OF PERFORMANCE:** Execution of this Subcontract shall be at Contractor's Principal place of business in the City of Newport Beach, County of Orange, State of California and the County of Orange, State of California, shall be deemed the place of performance of this Subcontract for all legal purposes.

50. **HEIRS AND ASSIGNS:** This Subcontract shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the respective parties hereto, and the assigns of Contractor.

51. **NOTICES:** All notices, statements, demands, applications and other communications to be given by a party under or pursuant to the Subcontract shall be in writing. Service of any such writing may be accomplished by personal service of said writing, by use of first class mail, by Federal Express or other overnight service, or by facsimile transmission. The writing shall become effective at the time the writing is received by the party being served. Personal service may be made by delivering the writing to the senior representative of the recipient party at the Project site or to a person in charge at the office of the recipient party. Service by mail or facsimile transmission shall be sent to the recipient party at its office address specified in the Subcontract, or to such other address as either party may designate for itself by written notice to the other. A duplicate hard copy of any writing served on a party by facsimile transmission shall also be sent to such party, on the next day or as soon as possible thereafter, by first class mail or overnight service; such writing shall, nevertheless, become effective at the time the facsimile transmission is received.

52 SUPPLEMENTAL NO. DUE to SUBCONTRACT AGREEMENT SUPPLEMENTAL SCHEDULES
attached hereto to Schedule A - Scope of Work, Schedule B - Contract Documents, Schedule C - Project Specifications and Schedule
D - Payment Schedule are incorporated herein by this reference.

53 SAFETY REGULATIONS: Subcontractor shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety accident prevention and safety equipment and practices, including any accident prevention and safety program of Owner or Contractor, and use of any hazardous substances. Subcontractor shall conduct inspections to determine that safe working conditions and equipment exist, and accept sole responsibility for providing a safe place to work for his employees and for the employees of his sub-subcontractors and suppliers. Whenever the Subcontractor's operations increase a condition hazardous to traffic or to the public, he shall furnish, erect and maintain such fences, barricades, traffic cones, lights, signs and other devices as are necessary to prevent accidents, damage or injury to the public.

54 ACCIDENT REPORTS: Subcontractor shall immediately report to Contractor all accidents occurring on the site or in any way connected with the performance of the Job which result in death or injury to persons or in damage to property.

55 RESERVED GATE SYSTEM: Contractor may at any time establish a Reserved Gate System. Upon receipt of notification by Contractor, Subcontractor shall abide by the terms and conditions established for such Reserved Gate System and take all reasonable steps necessary to insure the peaceful operation of the Reserved Gate System. Subcontractor shall advise Contractor of the union affiliation, if any, of each supplier who will supply Subcontractor for the Job and Subcontractor shall use his best efforts to insure that all his suppliers cooperate with and honor the terms of the Reserved Gate System.

56 JOB SITE RESTRICTIONS: Subcontractor shall notify his employees, sub-subcontractors and suppliers that the following job site restrictions shall apply and shall be strictly enforced:

(a) No alcoholic beverages or prohibited non-prescription drugs will be brought to, or taken or consumed on, the Project site at any time.

(b) The playing of amplified broadcast music or recordings, at any level, will not be permitted on the Project site; and

(c) No children or pets are permitted on the Project site.

Violation of any of the above restrictions shall constitute a material breach of this Subcontract and the employee or other individual involved in the violation shall be removed immediately from the Project site.

(d) Working Hours: No construction shall be performed within a half mile of any residence between the hours of 8:00 p.m. and 7:00 a.m. from Monday through Saturday and at no time on Sundays or holidays. Maintenance may be performed as needed but not to the extent that the noise could be deemed a nuisance. Saturday work shall be subject to the approval of the Contractor's Project Superintendent.

(e) No toxic or hazardous materials or substances shall be stored on jobsite at any time. All toxic waste shall be properly disposed of offsite, including, but not limited to, paint cans.

(f) The Subcontractor's right of entry is restricted to his representatives, suppliers, subcontractors, agents and employees. All other persons seeking entry shall be referred to Contractor's Project Superintendent.

(g) Subcontractor will be permitted into the work area only at points designated by Contractor.

57 MISCELLANEOUS: Subcontractor shall notify his employees, sub-subcontractors and suppliers that the following shall apply and shall be strictly enforced:

(a) Storage Site: In the event an area is required by Subcontractor for prefabrication and/or storage of materials, Contractor shall provide a location only, if one is available. Subcontractor shall provide all temporary storage and shop areas that are required at the site for the safe and proper storage of materials, tools and other items used in the performance of this work. These areas shall be constructed in only approved locations and shall not interfere with the work of any other subcontractor. Subcontractor shall provide his own temporary power (drop cords, etc.), security fencing, and any other items necessary for storage site. If areas of the site are used by Subcontractor for storage, a key or lock combination shall be left with the Contractor's Project Superintendent. Any materials stored are to be kept clear of posted building permits. Any materials delivered to the site shall be stored so as to cause the least possible obstruction to the perimeter and distributed so as to prevent overloading to any portion of the structure. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic; and at the end of each day's work and at other times when construction operations are suspended for any reason, Subcontractor shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.

(b) Subcontractor shall locate his equipment maintenance yard in an area selected by Subcontractor and approved by the Contractor. Any relocation of the yard by the Subcontractor shall be done at no expense to Contractor. Subcontractor shall pay strict adherence to the acceptable operation hours and make all possible efforts to limit noise and exposure of equipment to existing residences.

(c) Prior to installation, Subcontractor shall carefully inspect the installed work of other trades, including field measuring of openings if applicable, and verify that all such work is complete to the point where this installation may commence. Subcontractor shall verify the completed installation will be in strict accordance with the approved shop drawings. In the event of discrepancy, problems, or conflicts, Subcontractor shall immediately notify Contractor. Subcontractor has also visited the site and has satisfied himself with all site conditions and has agreed to install existing materials (if applicable).

(d) Protection: The Protection of materials and equipment, furnished under this Agreement, either in transit, stored or installed, shall be the responsibility of this Subcontractor until final acceptance of the Project as a whole. Subcontractor shall, at all times, protect and care for any and all improvements covered under this Agreement and the work of other trades during his complete operation for the full term of this Agreement and shall be held responsible for any and all actions necessary to correct damage caused by his operation or caused by other subcontractors from Subcontractor's failure to provide adequate protection. Unless otherwise specified, full compensation for furnishing all labor, materials and equipment for the protection, restoration or replacement of any damaged property of improvements, whether due to errors or omissions on the part of the Subcontractor, or due to the elements, or caused by other subcontractors from Subcontractor's failure to provide adequate protection, shall be considered as included in the contract sum with no additional compensation made thereof. All protection, restoration and repair shall meet with the approval of the Contractor and all governing public agencies. Subcontractor shall also protect and be fully liable for any damage to adjacent property caused by his operation or caused by other subcontractors from Subcontractor's failure to provide adequate protection, including, but not limited to, all curbs, gutters and paving.

(e) Subcontractor's equipment (backhoes, mobile cranes, etc.) is considered for his work exclusively; however, location of this equipment must be in compliance with the direction of the Contractor's Project Superintendent's. Subcontractor shall take care when operating his equipment to prevent any damage to pavement, curbs, slabs, and other property.

(f) Subcontractor shall assign one foreman or superintendent (Designated Representative) to the Job that is knowledgeable in all aspects of Subcontractor's work. The Designated Representative shall cooperate fully with Contractor's Project Superintendent in performance of the Job.

(g) Subcontractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public.

(h) Rain damage shall be the responsibility of the Subcontractor Contractor



(1) Subcontractor shall not have additional move-in, unless due to fault of the Contractor
58. **ARBITRATION** All disputes between Contractor and Subcontractor arising out of or related to this Subcontract, or the breach thereof, shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be heard and determined by one arbitrator. The arbitrator shall have no power to award any punitive damages. The arbitration shall be conducted and the hearing thereof shall be held in the County of Orange.

Provided, however, that Contractor shall not be obligated to and may elect not to arbitrate any dispute if Contractor, in order to fully protect its interests, desires in good faith to bring in or make a party to any such dispute the Owner or any other third party who has not agreed to, is unwilling to, or cannot be compelled to participate and be bound by the same arbitration proceeding. If Contractor elects not to arbitrate, then such dispute shall be resolved by litigation in a court of law situated within the State of California.

Contractor:
G COMPANIES CONSTRUCTION, INC.

Dated: 11/6/06

By: [Signature]

Name: Victor J. Mahoney

Title: Vice President

California State License No. 863620

Subcontractor:
AMPAM PARKS MECHANICAL

Dated: [Signature]

By: [Signature]

Name: Charles F. Parks III

Title: President

California State License No. 715747

Contract No. M433-1029

**SCHEDULE A
SCOPE OF WORK**

GENERAL

- a. Tranching for groundwork to be performed with a wheel, if a backhoe is required, cost differential will be valid Contract extra
- b. Backfill
- c. Compaction (mechanical)
- d. Supply and install fixtures per the attached fixture schedule
- e. Title 24 requirements
- f. Fees (city license only)
- g. Clean up
- h. Connections to water and sewer stubs 5' outside building
- i. Roof drains and overflow, rain water leaders
- j. Recreation building, kitchen, baths and exterior shower and water and sewer within 5' of building to pool equipment vault
- k. Provide gas hook-ups for BBQ's supplied by others.
- l. Drinking fountain, electric
- m. Common inquiry area
- n. Floor drains with trap primer
- o. Roof vents with flash; lead flashing specifically excluded and full solder flashings excluded

SEWER SYSTEM

- a. Sewer system 5' out with connection and clean out to grade
- b. Cast iron waste lines above grade, if required by code only
- c. PVC or ABS waste lines below grade
- d. Floor clean outs, exterior clean outs set in boxes, wall clean outs
- e. Tub drains
- f. Primary condensates to Lavatory trap
- g. Secondary condensates to no float switches
- h. Recreation building kitchen, bath and showers
- i. Stub to pool area

GAS SYSTEM

- a. Gas piping (schedule 40 black steel) or CEST
- b. Pipe gas to the following fixtures with final connection
 - Water heaters
 - Log lighter at Recreation building, connection by others
 - Laundry rooms (dryers), gas only
 - Barbecue, furnished by others
 - Pool equipment (400,000 BTU Heaters) stub out, final connection by others
- c. Gas pressure regulators as required

WATER SYSTEM

1. Water system 5' out and connect
2. Temporary water hook-ups
3. Pex/CPVC
4. Reduced pressure device by others
5. Vibration isolators per plans
6. Trap primers
7. PVC (schedule 40) pipe - 1-1/2" and smaller
8. PVC (class 315) pipe - 2" and larger
9. Hose bibbs (washing machines, pool equipment room, etc.)
10. Full flow ball valves
11. Ball valves at the coil units, include a non-motored loop to HVAC fan coil, connection to the coil by others
12. Sound transmission control per Code
13. Ice maker shutoff and valves complete with box
14. Pipe hangers and seismic bracing
15. Hydrostatic
16. Allow for a shutoff at each unit, ball and jumper furnished by others

MISCELLANEOUS ITEMS

1. Furnish and install the fixtures and materials per Material Schedule set forth in the plans. Subcontractor shall furnish Contractor with complete specifications and brochures for all plumbing fixtures, prior to commencing work. No substitutions or fixture changes shall be allowed, unless said change has been previously agreed to in writing by Contractor
2. Dishwasher will be delivered and connected to each unit by others, dishwasher to be connected with 1/2" water line.
3. Rough plumbing embedded in foundations and slab to be installed in coordination with concrete Subcontractor.
4. All cutting, notching, and/or drilling pipes shall be carefully and neatly done.
5. All fixtures shall be carefully set and square with trim, floors, and wall lines.
6. Rough-in for fixtures shall be carefully and accurately done. Off-setting of traps and supplies to meet fixtures will not be acceptable.
7. Rough in complete for washing machines, with trap, stand pipe and hose bibbs in all laundry facilities set in recessed boxes.
8. Subcontractor shall be responsible for scheduling all tests and inspections required by plumbing Code of the City and County for the work herein.



- 9 Subcontractor shall furnish and deliver to the roofers, the proper jacks for all plumbing vents. Note: Storm collars shall be installed on all vent pipes (and flashing specifically excluded and solder flashings excluded).
- 10 Subcontractor shall provide insulating suspension clamps and through-framing pipe insulation as manufactured by Specialty Products Company, or approved equal.
- 11 Subcontractor shall provide two (2) sets of plumbing schematics and ground work layouts to the Contractor prior to start of any work.
- 12 The Subcontractor shall arrange and pay for one set of prints of plumbing, water and gas drawings which he shall alter to show all changes made to the original layout, all hot and cold water line locations, shut off valves, pressure regulators, (if required) gas lines, and sewer clean out locations. These drawings shall be kept current. The Subcontractor shall deliver "as-built" completed to the Contractor when the job is finished and accepted. "As-built" must be submitted to and approved by Contractor prior to release of any retention to this Subcontractor.
- 13 Subcontractor shall verify that types of materials, pipe sizes, etc. will meet local code requirements prior to installation and notify contractor immediately of any discrepancies. All pipes and "rough-in" equipment shall be concealed in walls.
- 14 Furnish and provide equipment for testing plumbing installations.
- 15 Subcontractor shall be responsible for the protection of the work of other trades adjacent to this Subcontractor's work.
- 16 Subcontractor shall determine and verify any conflicting structures, storm drains, or other utilities prior to construction.
- 17 20. All openings in pipes, drains, and fittings shall be severely covered during construction to prevent obstructions in pipes. The Subcontractor is to determine subject to the approval of the Contractor, the exact dimensions and positions of cutting which may be required in floors, roofs, ceilings and walls for the passage of piping, drains, tubes, etc. The area of any opening is not to be larger than absolutely necessary to the proper fitting of the piping, drains, tubes etc. The Subcontractor shall furnish plans and elevations, where necessary, showing the sizes and locations of all cuts and required fittings through the building structure, and the other suspension joints. Should the Subcontractor neglect to perform this preliminary work and should cutting be required as a result in order to install piping, duct work and other equipment, the expense of this cutting and restoring of services to their original condition shall be borne by the Subcontractor.
- 18 Subcontractor shall be responsible to check all dimensions to assure correct pipe alignment into floors and walls. Walls will not be moved for plumbing.
- 19 Subcontractor shall guarantee his work for one year and shall be responsible for all warranty work during this period.
- 20 Material and installation shall conform to specifications.
- 21 Subcontractor accepts responsibility for all Title 24 handicap requirements. This shall include, but not be limited to; plumbing fixtures, valves, mounting heights, etc.
- 22 Subcontractor shall not penetrate any exterior siding or trim with condensate lines.
- 23 Subcontractor shall provide all trenching and backfill; all trenches shall be compacted to obtain optimum 90% minimum relative density.
- 24 Subcontractor shall coordinate and schedule installation of fiberglass shower units with manufacturer as well as any other related Subcontractor.
- 25 Subcontractor shall furnish and install electric cooled drinking fountains as specified at recreation building.

SEWER

- 1 Building sewer system shall be ABS.
- 2 Vent piping shall be ABS throughout building, unless otherwise allowed by code.
- 3 Subcontractor shall furnish and install primary condensate lines for air conditioning as required. Primary condensates shall be trapped to inventory waste, secondary shall be a float switch.
- 4 Subcontractor shall furnish and install cast iron soil lines to water closets.
- 5 Plumbing vents to be combined where practical, and allowed by code, before penetrating roof. No plumbing vents to penetrate roof within 5' of separation wall.
- 6 Subcontractor will step-out from building, with sewer line, a distance of a maximum of five (5) feet. Exception: Sewer line step-out shall be extended so that it projects beyond any screen walls, concrete plans, side walls, or any other obstructions on all front elevations. Outside clean-outs shall be furnished and installed by Subcontractor, 12" below grade at rough. After finish grade is complete, clean-outs will be raised to final finish grade elevation. Subcontractor shall make all connections to sewer laterals inside five (5) foot envelope of building.
- 7 Subcontractor shall furnish and install floor drains complete including trap primers at all locations shown on plans. Trap primers shall be adjustable with access panels. This includes commercial kitchens.
- 8 Clean out covers shall be pre-cast concrete or steel in hard surface areas, concrete or plastic in Landscape areas.

GAS

11/11/11
11/11/11

- 1 Gas system shall be Schedule 40 black iron pipe and in accordance with Building Department requirements. (Exception: Gas pipe leading from log lighter valve through firebox shall be galvanized. CSST as an approved alternate.
- 2 Subcontractor shall furnish and install all gas lines from the project side of gas meter to the following locations:
 - a. Water heaters
 - b. Log Lighter @ Recreation building, connection by others
 - c. Clothes Dryers, connection by others
 - d. Barbecue stub out only, final connection by others
 - e. Pool heaters stub out only, final connection by others
- 3 A gas shut-off valve shall be installed at each gas appliance or piece of equipment.
- 4 Run gas lines as required from Southern California Gas Company meters to gas run appliances.

WATER

- 1 Rough-in for shower shall be such to accept installation of shower head at 69" above finish floor
 - 2 Subcontractor shall supply and install lavatories and sinks.
 - 3 Water services outside of buildings shall be plastic PVC Schedule 40 as approved by government bodies.
 - 4 Water piping below slab shall be CPVC/Pex.
 - 5 Water house system shall be pot.
 - 6 Subcontractor shall furnish and install water system in buildings. Hose bibbs to be located five and clear of plant-ers. All work shall be in accordance with all applicable building codes, and per plumbing code. Water service to hose bibbs, shall be of 3/4" diameter pipe. Include anti-siphon valves, per approved by local code.
 - 7 Subcontractor shall make final connect to P.O.C. at 5'-0" outside building (at least 18" below finish grade) with copper riser at building location, include shut off extending from below grade in accordance with all applicable building codes and per plumbing code of the City and UBC.
 - 8 Mixing of ferrous and non-ferrous metals in water piping is prohibited.
 - 9 Design water pressure for calculations per plans.
 10. All continuously circulated hot water supply and return piping in any location interior or exterior shall be insulated with preformed, flexible foam rubber, spray on foam or poured in place type of insulation.
 - 11 Subcontractor shall be responsible for trenching, backfill and mechanical compaction. Backfill with native only.
 12. Provide and install pressure regulators where required.
 13. All shower valves shall be Pressure Balanced with anti-scaled device.
 14. Subcontractor shall install isomaker hook-up complete with flush box and shut off valves in each unit.
 - 15 Subcontractor shall install ball valves on the supply and return lines between the hot water heater and the fan coil unit. Valve locations shall be determined by building code.
 - 16 Subcontractor agrees to meet the minimum specific production schedule as outlined herein, changes shall be allowed only if agreed to in writing by Contractor:

Underground Rough and finish units	Two (2) working days/building Ten (10) to sixteen (16) units per working day
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- The above schedule predicated on no delays by other trades.
- 17 Water system shall be run so water services for each apartment unit may be separately submetered, by others. A separate non-metered loop shall be run to each unit HVAC fan coil.
 18. Should the Contract be adjusted due the volatility of copper pricing, Subcontractor will substantiate their original materials costs with the current rate of materials. If the costs decrease/increase the change clause (Article 7) will prevail.

EXCEPTIONS

The only exceptions to this contract are noted below

- Plan check and Permit fees
- Water meters
- Water and sewer assessments
- Dryer vents
- Submeter meters
- Lead flushing and full soldering fittings
- Fire caulking penetrations
- Force Majeur - Should disruption of supply chain/material flow or substantial price increases occur outside of Subcontractor's control, said conditions shall allow for additional price adjustment to initial Contract amount

The following plans and other documents listed below constitute the Contract Documents:

SUBCONTRACTOR HEREBY ACKNOWLEDGES THAT ALL OF THE ABOVE DOCUMENTS ARE ON FILE AND HAVE BEEN MADE AVAILABLE TO SUBCONTRACTOR FOR INSPECTION AND REFERENCE AT CONTRACTOR'S OFFICE.

SCHEDULE C PROJECT SPECIFICATIONS

SECTION 31-0000 - PLUMBING SYSTEMS

1 PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within the General and Supplementary General Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.

1.2 SUMMARY

- A. This Section includes work required to install plumbing systems for this project.
B. Materials shall be industry standard accepted quality and shall be identified by name, weight, type and class or product.
C. Provide and install with piping systems, necessary fittings, offsets, nipples, elbows, unions, joints, traps, connections and other accessories as required to complete the systems called for in the Contract Documents.

1.3 COORDINATION

- A. Coordinate work of this section with work of all other related sections per Section 40-1040 - Coordination.
B. Coordinate work of this section with Section 31-5100 - Subwatering System

1.4 SUBMITTALS

- A. Submit items in accordance with Section 40-1340 - Submittals.
B. Product list, including all items to be furnished.
C. Working machine connections
1. Valve
a. To be manufactured specifically for this purpose. Hose ends are not acceptable.
2. Drain
3. Clothes washer connections with hot and cold water and 2-inch drain pipes in non-rated walls.
D. Submit all requests for substitutions under provisions of Section 40-1430 - Product Options and Substitutions.

2 PART 2 - PRODUCTS

2.1 EXTERIOR UNDERGROUND DOMESTIC WATER PIPING AND FITTINGS

- A. Pipe and fittings from main to within 5-feet of outside building line shall be as approved by the jurisdiction having authority but in no case of a lower quality than Class 150, Type I, Grade 1, polyvinyl chloride (PVC). This pipe shall be supplied with all appropriate fittings and shall be assembled in accordance with manufacturer's instructions and be approved by the jurisdiction having authority.

2.2 ABOVE GROUND INTERIOR DOMESTIC WATER PIPING

- A. Above ground pipe and fittings shall be Type-1A-copper Pex/CPVC with wrought fittings above ground. Use City-Local codes at all joints.

2.3 SANITARY SEWER PIPING SYSTEMS

1. Pipe and fittings inside building lines shall be no-less-than-4" ABS.

2.4 GAS PIPING SYSTEMS

- a. Pipe shall be Schedule 40 black steel with black malleable iron threaded joint fittings. If piping is installed below grade, pipe shall be well wrapped. Gas piping shall not be installed below interior slabs or CMU.
b. At Subcontractor's option, and with the approval of local ruling officials and Contractor, the underground gas service line may be polyethylene (PE 2304) natural gas yard piping conforming to ASTM D-25 13 72, with a copper pipe installed with it continuously so that it can be located with a metal detector.

2.5 FIXTURES

- A. Fittings and piping shall be brass and wherever exposed, shall be polished chrome-plated. Provide tight wall or floor connections of chrome-plated brass where pipes pass through floors, walls or ceiling. All porcelain or vitreous china shall be clean, smooth and bright. All shall be warranted not to crack, color or scale. All plumbing fixtures shall be white in color; all water closet seats shall be white. All hot and cold water supplies shall have chrome-plated pressure stops. Plumbing fixtures shall be of Vitreous China specified otherwise and shall be of the following types, finished complete with all fittings, mounting flanges, valves, cup setting components, etc. Fixtures shall be uniform and consistent throughout project.
B. Apartment Units Systems

1. Fixtures - All fixtures are selected by owner:
a. Kitchen Sinks - 24-gauge, 8-inch-deep stainless steel, double-bowl, Starling Model 4-SP80-2825-B.
b. Kitchen Faucets - Brass body, chrome, and fittings, single-handle Kohler-Granada Model 42L-PH011-CP.
c. Lavatory Sinks - Vitreous China - 16" round Model 4200-1-0-B, Starling Model 3000-10" oval. Order by 6-pack to save money. Oval 6-pack order number is 40010640-0. Round 6-pack order number is 40010640-0.
d. Lavatory Faucets - Kohler-Granada single-handle Model 42L-0-101-00-D.
e. Toilet 1-6 gallon with standard bowl - Starling Model 4400010.
f. Toilet seat - Model 4400010 - white cast - Starling Model 4400010.
g. Tub and Shower - Vitreous China with one-piece fiberglass surround with the imprint - Larson Type 42000-0CP (48" W x 56" D x 48" H) - 4400010-0CP (48" W x 48" D x 48" H) - 4400010-0CP.
h. Tub/Shower Valve - Pump pressure-balanced, Kohler-Granada - single control, Model 42L-PH0101E. Also with K-PH0101-4-CP.
i. National Automatic Representative - Kohler/Starling, contact Kohler-Kennedy, (800) 467-6616.

2. Water Systems

- a. Conventional gas - as specified on plans, or equal (Burdett White).
b. Amenity Buildings - as specified on plans, or equal (504 Series).
3. Working machine connections in non-rated walls in apartment units shall be equal to one of the following:
a. Waterlight model 8451 2-CP or Gray Gray model 800-300 for 2-inch drain pipes in non-rated walls.
b. IPS model 800001, dual working machine box with single lever handle for water tubes (water removed).
c. Outry model 800001, single dual working machine box with single lever handle for water tubes.
d. Steel bracket boxes for all working machines, by others.
4. Working machine connections in rated walls shall be equal to one of the above noted options, but shall meet requirements of all jurisdiction having authority.

C. Amenity and Maintenance Buildings (all fixtures selected by owner/interior designer)

1. Urinal Handknapped porcelain, 1-gallon per flush, A.S.-404L100 PF 1007WH.
2. Water closet/Chasing fountain: Mono-bowl-Grey-Model 4400010. Stainless steel finish. Elmy KESTLERBNC
3. Wall-hung lavatory: Vitreous China, concealed tank, A.S.-404L100 PF 5004 WH with Delta-520 (self-closing) handknapped faucet and pop-up drain.
4. Floor tile with vitreous brick. Woodford, White, Smith, or approved equal.
5. Floor drain: solid brass top, Wade-301400 MIFAB P1100C, or approved equal.
6. Other fixtures as indicated on plans. Submit for Owner Approval.
D. Substitutions: Under provisions of Section 40-1430 - Product Options & Substitutions.

3 PART 3 - EXECUTION

3.1 SYSTEMS

- A. Trench and cover lines shall be laid in separate trenches with a minimum horizontal spacing as required by code. Trenches for

- all underground piping. It be not to required depths. The bottoms of shall be graded to produce required fall.
- B. At all underground piping, provide not less than 8-inches minimum protection at different services. Domestic water shall be at least 12-inches above the top of the sanitary sewer at crossing. Separate piping for over/under units such that piping is adjacent to unit being served and sound insulation can be placed between the separate systems to minimize sound transfer between units.
- C. The Subcontractor shall furnish all pipe supports required for his equipment and materials. All horizontal runs of piping shall be supported by pipe straps, spaced as follows:
1. 2-inch diameter and larger copper piping: 10-feet.
 2. 1-1/2-inch diameter and smaller copper piping: 6-feet.
 3. PVC Piping: 4-feet.
- D. Soil and Waste Piping: At each joint
- E. (Additional supports shall be provided where required to prevent sagging. Hangers for copper pipe shall have nylon insulated hangers or pipe shall be wrapped with 1/2 inch felt.)
- F. Horizontal soil and waste pipes shall be given a grade of 1/4-inch per foot where possible, but in no case less than 1/8-inch per foot. Horizontal waste lines receiving the discharge from two (2) or more fixtures shall be provided with end vents unless separate venting of fixtures is provided. Changes in pipe size on waste, soil and drain lines shall be made with reducing fitting or reduced elbows. Changes in direction shall be made by the use of 45-degree wyes, half-wyes, except that sanitary tees may be used on vented stacks and short quarter bends may be used in soil and waste lines where the change in direction of flow is from the horizontal to the vertical, per Code.
- G. Each plumbing vent and/or soil stack projecting above the roof shall be finished with standard manufactured flashings. Flashings shall be sheet metal with rubber-gaskets. Flashings shall extend into roofing a minimum of 12-inches or distance specified by local code.
- H. Cleanouts shall be provided where indicated on the drawings, or where required by code, to provide access to all lines and at each change in direction greater than 45-degrees and in each horizontal run at intervals not exceeding 50-feet in 4-inches or smaller and 100-feet in larger than 4-inch soil, waste and drain lines. Cleanouts shall be same size as pipe except cleanouts larger than 4-inches will not be required. Where cleanouts occur in walls of finished areas, they shall be concealed behind chrome plated access covers.
- I. All fixtures shall be complete with all necessary trim. All exposed metal parts shall be chrome-plated-brass.
- J. All gas equipment connections shall be protected by an all brass flat or square head plug-type gas cock. Extend gas piping, as required, to all equipment requiring gas service, including equipment furnished and not by others.
- K. All gas system lines shall be tested under air pressure as required by Code. Should any pressure drop occur, all joints shall be tested with soapuds and all leaks repaired.
- L. All water piping shall be handled per the state energy code and as required by the local jurisdiction.
- M. Coordinate with pool contractor and furnish and install all rough-ins as required.
- N. All fixtures shall meet or exceed the state water conservation regulations.
- O. Insulate all water piping thru structure with insulation or felt pads.

END OF SECTION 51-6010 - PLUMBING SYSTEMS

SECTION 51-6100 - SUBMITTERING SYSTEMS (SUPPLIED BY OTHERS)

1. PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within the General and Supplementary Conditions of the Contract, Division 1 General Requirements and the Drawings are collectively applicable to this Section.

1.2 SECTION INCLUDES

- A. Water Submittering System.
B. Gas Submittering System.

1.3 SUBMITTALS

- A. Submit three in accordance with Section 01-1040 - Submittals.
B. Product Data including all pertinent materials, construction, finishes, performance characteristics and installation criteria.
C. Shop Drawings: Indicate locations, sizes, and quantities.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, handle and protect products in accordance with section 01-1015 Delivery Storage and Handling.

1.5 COORDINATION

- A. Coordinate the work of this section with work of all other affected sections per Section 01-1040 Coordination.

2. PART 2 - PRODUCTS

2.1 WATER SUBMITTERING SYSTEM

A. Counter shall:

1. Supply and install a 3/4" x 3/4" Cal Water Meter which meets AWWA Spec C700. Meter shall be equipped with a firm "C" communication output to interface with Meter Tek International, Inc. Model 9900-014 FCC.
2. Supply, install, and terminate two (2) twisted pair schedule III 22/24 gauge wire from the water meter location to a location within the structure or to an adjacent structure if applicable.
3. Supply and install the necessary Model 9900-014 FCC to monitor all Water Meters from the Water meter location to a location within the structure or to an adjacent structure if applicable.
4. Supply and install six (6) twisted pair of shielded and grounded wire in a daisy chain configuration with the wire to all buildings.
5. Utilize Local phone company phone line to connect FCC with central station.
6. Coordinate with Meter Tek International, Inc. to ascertain that design is proper for this application.
7. Supply and install one (1) Central Station Model 9900-00 6 by Meter Tek International, Inc.

B. System Requirements:

1. Each FCC location will require a 120 Vac nonswitched circuit.
2. Each Central Station will require a dedicated nonswitched 120 Vac circuit and a dedicated bell system random line.
3. The Central Station must be housed in an environmentally friendly atmosphere with a temperature variance not greater than 65 degrees F nor lower than 45 degrees F

2.2 METER INSTALLATION

A. Meter Description:

1. The specified water submeter is an industry-standard utility grade water meter, which meets AWWA C-700 or C-708 specifications. Each meter is designed to accurately measure and display the measured water flow in U.S. gallons or cubic feet. The meter is equipped with an integral dry-contact reed switch which opens and closes in proportion to the volume of water flowing through the meter register. The meter is installed at the point-of-entry of water service into each apartment immediately downstream from the cold-water supply shut-off valve to allow measurement of all water consumed in the apartment. The mechanical engineer, architect, and building order decorator submeter shall be based upon the manufacturer's published Flow and Head Loss characteristics.

B. Meter Technical Specifications: (approved manufacturers: Kent, Honey Badger, or other as specified/approved by owner)

1. Meter Body:

- a. Brown cast of 81% copper composition, with externally threaded ends. Meter body design incorporates weath ports to aid installation.

2. Dimensions:

	Length	Width	Height	Weight	Part No.
5/8" X 3/4"	7-1/2"	3-1/4"	4-3/4"	4lbs	200734
1/2" SL	7-1/2"	3-1/4"	4-3/4"	4lbs	100734
1"	10-3/4"	3-1/4"	4-3/4"	5lbs	300734

3. Installation:

- The meter is to be installed a minimum of 3" from the finished wall in a location accessible for maintenance, service, and inspection. Where possible, allow at least 6" of open space around the meter. Avoid installing the meter behind permanent equipment such as water heaters, HVAC units, or ductwork, if possible. To maintain AWWA accuracy specifications, the meter must be installed in a horizontal plane with the register facing upright. Meters may be placed in vertical position only when specifically designed for this application. Subcontractors will provide meters designed for this specific application.
- Meter location is to be determined by local M.S.P. design consultant. Local codes may apply to exact location of metering equipment. M.S.P. design consultant will depict location metering equipment based regional issues. Subcontractor will be responsible that metering equipment is compliant with local building codes and regulations.

C. Life Tube:

1. Description:

- The Life Tube is a short length of threaded PVC pipe, which contains the meter length and inlet/outlet diameter. It is designed for temporary installation during rough-in plumbing in place of the submeter for pressure testing and line flushing. The life tube is typically installed at plumbing rough-in and removed during trim stage plumbing to allow the submeter to be inserted in its place.

END OF SECTION 61-0100 - SUBMETERING SYSTEMS

SECTION 40-1040 - COORDINATION

I. PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- Provisions established within the General and Supplemental General Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.

1.2 SUMMARY

- This section shall not be interpreted to relieve Subcontractor of his sole responsibility for supervision and coordination of all construction procedures as provided herein and in Contract Conditions.
- Provisions of this section are considered minimal for orderly and expeditious prosecution of Work.
- It is intent of Owner to complete Project on a building by building basis and to have spaces within each completed building. Coordinate efforts of all Work on Project in manner to accomplish completed systems including occupancy permits on this basis. Date of Completion and Final Acceptance are also based on each completed building.
- Related Sections:
 - Section 40-1340 - Submittals
 - Section 40-1310 - Progress Schedule
 - Section 40-1410 - Testing Laboratory Services
 - Section 40-1630 - Product Options and Substitutions
 - Section 40-1700 - Contract Closeout
 - Section 40-1780 - Clean Up

1.3 ORDERING PRODUCTS

- Before ordering materials, equipment, custom or standard fabricated items, verify the following provisions:
 - Each item complies with Contract Documents.
 - Each properly related to Work already completed.
 - Shop drawings or other submittals confirm "I" and "X" above, and are approved by Contractor.
 - Orders are placed and delivery dates are established allowing orderly execution of Work on schedule and not allowing untimely delivery of critically sensitive products before Project site conditions are satisfactory to receive them.

1.4 COORDINATION AMONG TRADES

- Initiate coordinating procedures at Project meetings before Work in field begins. Resolve scheduling, sequencing, interferences and priorities of upcoming simultaneous Work among all parties to achieve specified results, and to advance planned progress of Project.
- Continue coordinating procedures by actively controlling Project conditions as follows:
 - Verify progress of all trades are placed in orderly fashion under conditions complying with manufacturer's instructions or specific requirements of relevant specification section whichever requirement is more stringent at planned location.
 - Verify compliance of environmental conditions before, during, and after execution of Work, with manufacturer's instructions and specific requirements of relevant sections of these specifications.
 - Verify adherence to specified tolerances as Work progresses.
 - Report job conditions before one trade follows another.
- Continue coordinating effort as Work progresses. Make adjustments in planned procedures as changing project conditions require to achieve results specified and to best advance progress of Work. Immediately advise all parties involved including owner of required changes in construction schedule and planned procedure.

1.5 COORDINATION WITH RELATED WORK

- Require all trades to cooperate with related Work.
- Subcontractor and his subcontractors shall coordinate Work with separate contract work by Contractor, if applicable, and with prior occupancy provisions required by Owner.

1.6 TRAFFIC MAINTENANCE AND CIRCULATION

- General:
 - Maintain circulation of traffic, both pedestrian and vehicles, and access to all parts of site by fire-fighting apparatus during construction.
 - Access to site is from public streets. Confine parking and vehicle access as directed by Contractor to accommodate operation of existing residents.
 - Access to occupied areas will be restricted during construction unless prior approval is obtained from Contractor.
 - Adjacent off-site streets shall be maintained in a clean and safe condition, as per the requirements of the local jurisdiction.

END OF SECTION 40-1040 - COORDINATION

SECTION 40-1340 - SUBMITTALS

I. PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- Provisions established within the General and Supplementary General Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.

1.2 SUMMARY

- General Provisions



1. Provisions in this section () secondary procedures for preparing and submitting samples, shop drawings, product data, and other documents.
 2. Job delays occasioned by requirement of resubmission of samples, shop drawings and product data not in accord with Contract Documents are Subcontractor's responsibility and will not be considered valid justification for extension of time.
- B. Submitted Log**
1. Subcontractor to complete Submittal Log and submit proposed Submittal Schedule to Contractor for review within thirty calendar days following Notice to Proceed.
 2. Submittal Log to be:
 - a. Demonstrate that submittals, shop drawings, data, samples and mock-ups required for work are addressed by Subcontractor.
 - b. Demonstrate consistency with Subcontractor's proposed Program Schedule.
 - c. Assist Contractor in scheduling timely review/approval action of submittals.
 3. Schedule contains: Description of submittal item, proposed date of submittal or availability for review by Contractor and proposed date of requested return by Contractor, allowing twenty work days for Contractor processing.
 4. Within fifteen calendar days after Contractor's receipt of Submittal Schedule, Contractor and Subcontractor shall jointly review schedule and mutually agree to acceptability or necessary modifications.
 5. Submit accepted schedule within ten calendar days after joint review date.
- 1.3 NATIONAL ACCOUNT PURCHASE AGREEMENTS**
- A. National Account Material Verification Form: For materials purchased through national account purchase agreements as outlined in Section 40-1630 - Product Options and Substitutions. Completed product lists including: location, brand, supplier and model number must be submitted in lieu of product data submittals.
 - B. Submit revised drawings to demonstrate installation, as outlined in Section 1.6 below.
 - C. Material Verification Form (available from Contractor) must be completed by Subcontractor and submitted with Closeout Roster.
 - D. Contractor requires written proof of purchase for purchases made under National Purchase agreements, including, but not limited to, shingles and floor covering siding purchases.
 - E. Substitutions, if allowed, will conform to Section 40-1630 - Product Options and Substitutions.
- 1.4 MOCK-UPS - ALL SYSTEMS**
- A. Furnish and install "Z" shaped mock-up or other acceptable means of depicting the following systems:
 1. Framing.
 2. Sheathing.
 3. Siding, including trim and accessories.
 4. Roofing.
 5. Finishing.
 6. Window/Door Frames.
 - B. Furnish one cabinet mock-up per Section 51-2600 - Cabinets.
 - C. Mock-ups to remain on-site until final project completion.
 - D. Accepted mock-ups shall represent the standard of quality for the project.
 - E. Mock-ups to be approved by Owner prior to implementation of building systems.
- 1.5 SAMPLE PREPARATION**
- A. Prepare samples in shop, shops and Submittal in accord with provisions of individual specification sections.
 - B. Samples furnished under this section are not to be confused with full size, on-site "Mock-Ups" called for in some specification sections.
 - C. Number of samples submitted: Three (3): Two (2) required by Contractor, plus one (1) which will be retained by Owner unless otherwise indicated.
 - D. Samples Requiring Color Selection
 1. Submit at earliest practical time.
 2. No color selections will be made until all colors can be chosen and issued at one time in form of color schedule.
 3. Approvals and color selections will not be made unilaterally where samples or selections regarding adjacent materials must be made for aesthetic purposes.
- 1.6 SHOP DRAWING PREPARATION**
- A. Conforms to the Following Requirements
 1. Number shown consecutively.
 2. Indicate working and erection dimensions and relationships to adjacent work. Consequent submittals of different aspects of work may be required by Contractor as deemed necessary to demonstrate Subcontractor's ability to understand these relationships and coordinate work.
 3. Indicate:
 - a. Arrangements and section views, as applicable.
 - b. Material, gauge, thickness, finishes and characteristics.
 - c. Anchoring and fastening details include information for making connections to adjacent work.
 4. Provide 3 inch by 3 inch clear space in the lower right hand area for entry of the Contractor's and the Architect's stamp.
 5. Cross-reference drawing details and specification paragraphs applicable to submittal data.
 - B. Submit three (3) copies of shop drawings. Provide copies as follows:
 1. Number required by Subcontractor for coordination and execution of Work.
 2. Two (2) copies for Owner, and Contractor's files.
 3. Copies retained by Architect as follows:
 - a. Work designed by engineer or other consultants - two copies.
 - b. All other work - one copy.
- 1.7 PRODUCT DATA PREPARATION**
- A. Include product manufacturer's standard printed material, dated, with product description and installation instructions indicated, datum data not related to this Project or mark "VOID" as applicable.
 - B. Number of copies submitted: Number required by Contractor plus two which will be retained by Owner's Representative, and one (1) copy per reviewing architect/engineer consultant.
- 1.8 CONTRACTOR'S REVIEW**
- A. Review submittals and stamp with approved action stamp containing Subcontractor's name, word "Approved", signed initials of approving agent, date of approval action, review notes, comments, and instructions required prior to submission to Contractor. By so noting, Subcontractor indicates that he has reviewed and approved materials, equipment, quantities and field verified dimensions represented by particular submittal.
 - B. Subcontractor represents by submitting samples, shop drawings and product data that he has complied with provisions specified above. Submittals made without Subcontractor's approval indicated thereon will be returned without being reviewed for compliance with this requirement.
 - C. Data each submittal, indicating name of Project, Architect, Engineer, Contractor, Subcontractor, an applicable description or name of equipment, material, or product and identify Work area location.
 - D. Assembly submittal with transmittal letter containing project name, Contractor's name, number of samples or drawings, titles and other pertinent data. Outline deviations, if any, in submittals from requirements of Contract Documents.
- 1.9 ARCHITECT'S REVIEW**
- A. Review submittal with reasonable promptness to cause no delay in Work.

- B. Review is only for con- ^{name} Judge concept of project and inform. In Contract Documents, Reviewer's separate from shall not indicate approval or an assembly in which item functions.
- C. Architect will return submittals to Contractor for distribution.

1.10 RESUBMISSION

- A. Make corrections and changes indicated for unapproved submittals, resubmit in same manner as specified above until Architect or Owner's approval is obtained.
- B. Direct specific attention to revisions other than corrections requested by Architect on previous submittals, if any, in submittals transmitted.

1.11 DISTRIBUTION

- A. Subcontractor is responsible for obtaining and distributing copies of submittals to his Subcontractors and material supplier.
- B. Maintain orderly file of all approved submittals bearing Architect's, Engineer's or Owner's stamp for Project duration, deliver to Contractor as part of Project closeout documents.

END OF SECTION 40-1340 - SUBMITTALS

SECTION 40-1600 PRODUCT OPTIONS AND SUBSTITUTIONS

1 PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions contained within the General and Supplementary General Conditions of the Contract, Division 1 General Requirements and the Drawings are collectively applicable to this Section.

1.2 REQUIREMENTS INCLUDED

- A. Subcontractor's options in selection of products.
- B. National Account Agreements.
- C. Products List.
- D. Requests for substitution of products.
- E. Value engineered items.

1.3 OPTIONS

- A. Products Specified by Reference Standards or by Description Only. Any product meeting these standards.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitution: Submit a request for substitution for any manufacturer not specifically named within these same specified brands.

1.4 NATIONAL ACCOUNT PURCHASE AGREEMENTS

- A. The Owner has entered into national account purchase agreements, which guarantee preferential pricing for certain materials and products within this project amount. Whenever a distributor or individual is named with an associated telephone number after the product name, such a national account purchase agreement exists and the Owner desires for those products to be purchased through the supplier. The Owner will, however, consider DEDUCT estimates for comparable products of another manufacturer, provided the function, finish, color and other relevant qualities are substantially identical to the specified product.
- B. Whenever a product is named without an associated source listed, no such national account purchase agreement exists; however, this product is the preferred product. The Owner will consider substitution of other comparable products, provided, however, that the substituted product's function, finish, color and other relevant qualities are substantially identical to the specified product.
- C. Contractor will require written proof of purchase for purchases made under National Purchase Agreements.
- D. Substitute products, if accepted, shall be noted on Material Verification Form as required in Section 40-1340-Submittals.

1.5 SUBMITTALS

A. Products List

1. Transmitt three (3) copies of a list of major products, which are proposed for installation, including name of manufacturer
2. Tabulate products by Specifications section number, title, and Article number.
3. For products specified only by reference standards, give manufacturer, trade name, model catalog designation, and reference standards.
4. Indicate if product is a National Account, listed, or substitution item.
5. Contractor will reply in writing within fifteen (15) days stating whether there is a reasonable objection to listed items. Failure to object to a listed item shall not constitute a waiver of requirements of Contract Documents.

1.6 REQUESTS FOR SUBSTITUTIONS

- A. Submit separate request for each substitution. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents. Unlike substitution request form attached.
- B. Identify product by Specifications section and Article number. Provide manufacturer's name and address, trade name of product, and model or catalog number. List fabrication and supplies as appropriate.
- C. Attach product data as specified in Section 40-1340 - Submittals.
- D. Give cost data comparing proposed substitution with specified product.
- E. List availability of maintenance services, and replacement material.
- F. State effect of substitution on construction schedule, and changes required in other work or products.

1.7 LIMITATIONS ON SUBSTITUTIONS

- A. Substitutions will not be considered when indicated on shop drawings or product data submittals without requests formal request, when requested directly by Subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
- B. Substitute products shall not be ordered or installed without written acceptance.
- C. Only one request for substitution for each product will be considered. When substitution is not accepted, provide specified product.
- D. Owner/Contractor will determine acceptability of substitutions.

1.8 SUBCONTRACTOR REPRESENTATION

- A. Request for substitution constitutes a representation that Subcontractor has investigated proposed product and has determined that it is equal to or superior in all respects to specified product and that the cost reduction offered is ample justification for accepting the offered substitution.
- B. Subcontractor will provide same warranty for substitution as for specified product.
- C. Subcontractor will coordinate installation of accepted substitute, making such changes as may be required for work to be complete in all respects.
- D. Subcontractor certifies that cost data presented is complete and includes all related costs under this Contract.

1.9 SUBMITTAL PROCEDURES

- A. Submit three (3) copies of request for substitution.
- B. Contractor will review Subcontractor's requests for substitutions with reasonable promptness.
- C. During the bidding period, Contractor will consider acceptable substitutions in Addenda.
- D. After award of Contract, Contractor will notify Subcontractor, in writing, of decision to accept or reject requested substitution, generally within fifteen working days.
- E. For accepted products, shop drawings, product data and samples shall be submitted under provisions of Section 40-1340 - Submittals.

END OF SECTION 40-1600 PRODUCT OPTIONS AND SUBSTITUTION



SECTION 40-1705 - CLEAN-UP

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within the General and Supplementary General Conditions of the Contract, Division 1 - General Requirements and the Drawings are collectively applicable to this Section.

1.2 SECTION INCLUDES

- A. Clean up during construction.
B. Subcontractor clean up.
C. Final clean up.

1.3 SAFETY REQUIREMENTS

- A. Store volatile and toxic waste in covered metal containers. Remove from Project site daily. Provide adequate ventilation during use of volatile or toxic substances.
B. Prohibited practices:
1. Allowing volatile or toxic waste to accumulate on Project site.
2. Burning or burying of waste materials or rubbish on Project site.
3. Disposal of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains, on pavements, in gutters or downspouts or on Project site.
4. Disposal of waste or cleaning materials, which contain materials harmful to plant growth on Project site.
C. Clean up accidentally spilled materials as quickly as possible in accordance with governing regulations.

1.4 CLEAN-UP DURING CONSTRUCTION

- A. Execute cleaning procedure to ensure that building, Project site and adjacent properties are maintained free from debris and rubbish.
B. Wet down materials subject to blowing. Throwing waste materials from heights is prohibited.
C. Provide on-site containers for waste collection. Place all waste materials and rubbish in containers daily to prevent accumulation. Remove waste from Project site when containers become full.
D. Legally dispose of all waste materials, rubbish, volatile materials and cleaning materials off Project site.
E. Clean and maintain interior spaces prior to start of finish painting in a "brown clean" state until Date of Completion. Protect newly finished and clean surfaces from contamination during cleaning operations.
F. Accumulation of debris contributing to survival or spread of rodents, vermin or other pests is prohibited.
1. Remove debris containing food scraps on a daily basis.
2. Subcontractor shall be responsible for securing services of a pest exterminator at no additional cost to the Contractor, if required by site conditions during construction.
G. Disposal of materials in waterways is prohibited.
H. Graffiti or other similar defamatory comments or illustrations authored on any building materials used on Project is prohibited. Monitor Project for violations of this article and if found, take appropriate action immediately to cover or replace defaced materials as necessary.

1.5 SUBCONTRACTOR CLEAN-UP

- A. Each Subcontractor on Project site is required to conform to particular requirements of this complete Section 40-1705 - Clean-up.
B. Each individual Subcontractor is required to maintain Project site, individual buildings and units within buildings clean and neat regarding work included under their separate contracts with Contractor.
C. If Subcontractor fails to keep Project clean or to clean up waste material resulting from work under his Contract at times scheduled, Contractor may clean up and apportion costs to responsible subcontractors after twenty-four (24) hour written notice.

1.6 FINAL CLEAN-UP

- A. In addition to removal of debris and cleaning specified in other sections, clean interior and exterior exposed to view surfaces.
B. Remove temporary protection and labels not required to remain.
C. Clean finishes free of dust, stains, films and other foreign substances.
D. Clean transparent and glossy materials to a polished condition; remove foreign substances.
E. Vacuum clean carpet and similar soft surfaces.
F. Clean, damp mop, wax and polish resilient and hard surface floor as specified.
G. Clean surfaces of equipment; remove excess lubrication.
H. Clean plumbing fixtures and food service equipment to a sanitary condition.
I. Clean permanent filters of ventilating equipment and replace disposable filters when units have been operated during construction; in addition, clean ducts, blowers and coils when units have been operated without filters during construction.
J. Clean light fixtures and lamps.
K. Maintain cleaning until Final Completion.
L. Remove waste, foreign matter and debris from roofs, gutters, downspouts and drainage systems.
M. Remove waste, debris and surplus materials from site. Clean grounds, remove stains, spills and foreign substances from paved areas and surrounding areas. Rubs clean other exterior surfaces.

END OF SECTION 40-1705 - CLEAN-UP

P.O. Box 100000
 Atlanta, GA 30388-0000
 Attention: Mr. J. Edgar Hoover
 Telephone: 404/521-1234
 Fax: 404/521-1235

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EXHIBIT 3

G
G COMPANIES CONSTRUCTION, INC
STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor: AMPPAR
AMPAM PARKS MECHANICAL
1060 WILMINGTON BOULEVARD
WILMINGTON CA 90744

Contractor: G COMPANIES CONSTRUCTION INC
PO BOX 2990
NEWPORT BEACH CA 92658

Phone (310) 835-1532
Fax (310) 835-1549

Phone (949) 975-0617
Fax (949) 975-0625

Project 453-000-00
MURRIETA 453/VILLAGE WALK
24415 VILLAGE WALK PLACE
MURRIETA, CA 92562

Date 02/21/07
Contract No. M453-1020
Change Order No 03

All work done shall be in accordance with the referenced plans and specifications as well as all governmental agencies having jurisdiction
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	RELOCATE WATER MAIN LINES	2-13-05010	\$20,000 00
Amount of this Change			\$20 000 00
Original Contract Amount:			\$3 868 000 00
Amount of Previously Approved Change Orders			(\$6 768 00)
Revised Contract Amount:			\$3,881,232 00

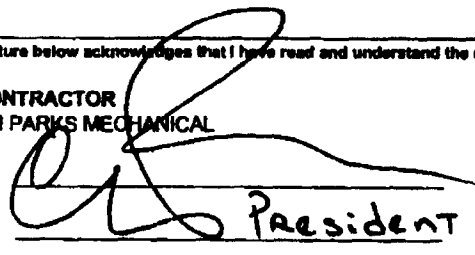
Conditions

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO RELOCATE WATER MAIN LINES 17' AWAY FROM ORIGINL LOCATION IN BUILDINGS 1,2,3,4,5,6,7, AND 8

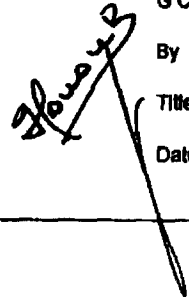
PER AGREEMENT BETWEEN GERRY ROCHE AND BUDDY PARKS, TIME AND MATERIAL NOT TO EXCEED \$20 000 00

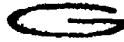
My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR
AMPAM PARKS MECHANICAL

By 
Title President
Date 2-23-07

CONTRACTOR.
G COMPANIES CONSTRUCTION, INC

By 
Title Victor J. Mahony, Vice President
Date _____



**G COMPANIES CONSTRUCTION, INC.
STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN**

Subcontractor: AMPPAR
AMPAM PARKS MECHANICAL
1080 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

Contractor

G COMPANIES CONSTRUCTION, INC.
PO BOX 2880
NEWPORT BEACH, CA 92658

Phone: (310) 835-1532
Fax: (310) 835-1549

Phone: (949) 975-0817
Fax: (949) 975-0625

Project: 453-000-00
MURRIETA 453 VILLAGE WALK
24416 VILLAGE WALK PLACE
MURRIETA, CA 92562

Date: 03/08/07
Contract No.: M453-1020
Change Order No.: 04

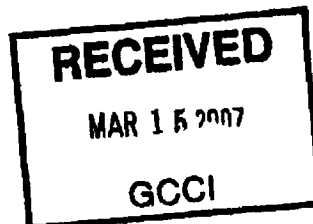
All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	FIRE CAULKING	2-13-05010	\$0.00

Amount of this Change:	\$0.00
Original Contract Amount:	\$3,888,000.00
Amount of Previously Approved Change Orders:	\$13,232.00
Revised Contract Amount:	\$3,881,232.00

Conditions:

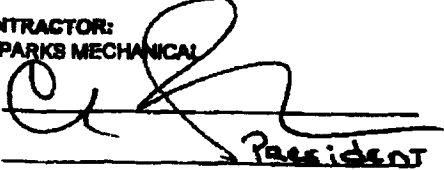
PER CONTRACT NEGOTIATIONS BETWEEN GERALD ROCHE AND BUDDY PARKS, THE AGREED UPON EXCEPTION REGARDING FIRE CAULKING WAS THAT IF THE FIRE CAULKING WAS IN EXCESS OF UBC STANDARDS, FIRE CAULKING IS INCLUDED IN THE CONTRACT AMOUNT.



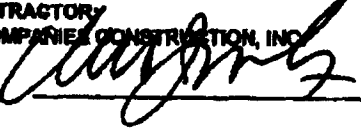
REC'D MAR 14 2007

My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR:
AMPAM PARKS MECHANICAL

By: 
Title: President
Date: March 12, 2007

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC.

By: 
Title: Victor J. Mahony, Vice President
Date: 4/5/07



G COMPANIES CONSTRUCTION, INC.
STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor: AMPPAR
AMPAM PARKS MECHANICAL
1060 WILMINGTON BOULEVARD
WILMINGTON CA 90744

Contractor: G COMPANIES CONSTRUCTION INC
PO BOX 2990
NEWPORT BEACH, CA 92658

Phone (310) 835-1532
Fax (310) 835-1549

Phone (949) 975-0617
Fax (949) 975-0625

Project 453-000-00
MURRIETA 453/VILLAGE WALK
24415 VILLAGE WALK PLACE
MURRIETA, CA 92562

Date 05/10/07
Contract No. M453-1020
Change Order No 05

All work done shall be in accordance with the referenced plans and specifications as well as all governmental agencies having jurisdiction
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	RECENTER SHOWER VALVES	2-13-05010	\$8,375 00
2	REMOVE WASTE AND OVERFLOW/PREFAB WASTE & OVERFLOW	2-13-05010	\$8,323 00
Amount of this Change			\$12,698 00
Original Contract Amount:			\$3,868 000 00
Amount of Previously Approved Change Orders			\$13 232 00
Revised Contract Amount:			\$3,893,930 00

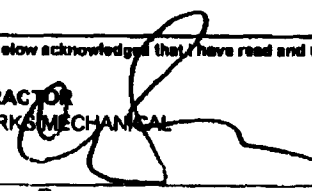
Conditions

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO:
DUE TO CHANGING OUT TUBS - RECENTER SHOWER VALVES AT 500 LOCATIONS IN BUILDINGS 2,3,4,5 6,7 & 8
DUE TO CHANGING OUT TUBS - REMOVE WASTE & OVERFLOW IN BUILDING 1, PREFAB 136 WASTE AND OVERFLOWS
FOR BUILDINGS 2 AND 3


My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR
AMPAM PARKS MECHANICAL

CONTRACTOR
G COMPANIES CONSTRUCTION INC

By 
Title Resident
Date 5-21-07

By _____
Title Victor J. Mahony, Vice President
Date _____


-60-

G COMPANIES CONSTRUCTION

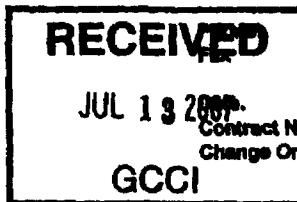
STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor: AMPPAR
AMPAM PARKS MECHANICAL
1060 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

Contractor: G COMPANIES CONSTRUCTION, INC
PO BOX 2990
NEWPORT BEACH, CA 92658

Phone: (310) 836-1532
Fax: (310) 835-1549

Project: 453-000-00
MURRIETA 453 VILLAGE WALK
24415 VILLAGE WALK PLACE
MURRIETA, CA 92562



(949) 975-0817
(949) 975-0825

07/10/07
M453-1020
08

All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	RELOCATE STORM DRAIN	1-02-02730	\$806.80
Amount of this Change:			\$806.50
Original Contract Amount:			\$3,868,000.00
Amount of Previously Approved Change Orders:			\$21,004.20
Revised Contract Amount:			\$3,889,810.70

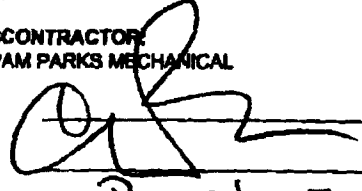
Conditions:

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR THE FOLLOWING.

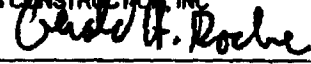
- RELOCATE STORM DRAIN IN BUILDING 2, UNIT 314

My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR:
AMPAM PARKS MECHANICAL

By: 
Title: President
Date: 7-11-07

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC

By: 
Title: Vice President, Construction
Date: 16 JUL 07

G COMPANIES CONSTRUCTION

STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor: AMPPAR

AMPAM PARKS MECHANICAL
1060 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

Phone (310) 835-1532
Fax (310) 835-1548

Project: 453-000-00
MURRIETA 453 VILLAGE WALK
24418 VILLAGE WALK PLACE
MURRIETA, CA 92562

Contractor:

G COMPANIES CONSTRUCTION, INC
PO BOX 2990
NEWPORT BEACH, CA 92658

(949) 975-0817
(949) 975-0825

07/20/07
M453-1020
09

RECEIVED

NOV 06 2007

GCCI

Phone:
Fax:
Date:
Contract No.:
Change Order No.:

All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	BACKCHARGE - DAMAGE TO GATE VALVE BUILDING 8	1-02-02000	(\$1,858.80)
Amount of this Change			(\$1,858.80)
Original Contract Amount:			\$3,868,000.00
Amount of Previously Approved Change Orders:			\$21,810.70 ✓
Revised Contract Amount:			\$3,887,961.90

Condition:

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR THE FOLLOWING:
- BACKCHARGE - DAMAGE TO GATE VALVE BUILDING 8

My signature below acknowledges that I have read and understood the details of the specifications as set forth.

SUBCONTRACTOR:
AMPAM PARKS MECHANICAL

By: [Signature]
Title: President
Date: 10-31-07

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC

By: [Signature]
Title: Vice President, Construction
Date: _____

[Signature]

G COMPANIES CONSTRUCTION

STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor AMPPAR
AMPAM PARKS MECHANICAL
1060 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

Contractor G COMPANIES CONSTRUCTION, INC
PO BOX 2990
NEWPORT BEACH CA 92658

Phone (310) 835-1532
Fax (310) 835-1549

Phone (949) 975-0817
Fax (949) 975-0825

Project 453-000-00
MURRIETA 453/VILLAGE WALK
24415 VILLAGE WALK PLACE
MURRIETA, CA 92562

Date 09/18/07
Contract No. M453-1020
Change Order No. 11

All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction
Percentage of Retainage held on this Change Order Agreement: 10%

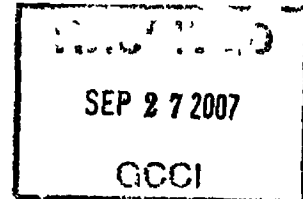
Item Number	Description	Cost Code	Amount
1	WASTE LINES, VENTS & COPPER LINES AT LAUNDRIES	2-13-06010	\$10,993 00

Amount of this Change	\$10 993 00
Original Contract Amount	\$3 868,000 00
Amount of Previously Approved Change Orders	\$19,551 90
Revised Contract Amount	\$3,898,544 90

Conditions:

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR THE FOLLOWING.

PER DELTA 7 PLANS, REMOVE & REINSTALL WASTE LINE, VENTS & COPPER LINES AT PUBLIC LAUNDRY ROOMS TO ACCOMMODATE 2-HOUR WALL AT BUILDINGS 1 5, 6, 7 & 8.



REC'D SEP 26 2007

My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR
AMPAM PARKS MECHANICAL

CONTRACTOR
G COMPANIES CONSTRUCTION INC

By 

By 

Title President

Title Vice President, Construction

Date 9-24-07

Date 10/01/07

House

STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

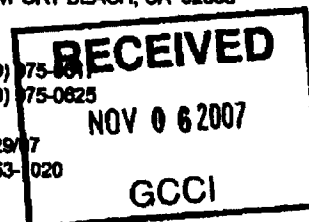
Subcontractor: AMPPAR
AMPAM PARKS MECHANICAL
1080 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

Phone: (310) 835-1532
Fax: (310) 835-1549

Project: 453-000-00
MURRIETA 453/VILLAGE WALK
24415 VILLAGE WALK PLACE
MURRIETA, CA 92582

Contractor: G COMPANIES CONSTRUCTION INC
PO BOX 2990
NEWPORT BEACH, CA 92658

Phone: (949) 775-8011
Fax: (949) 775-0825
Date: 10/29/07
Contract No.: M453-020
Change Order No: 12



All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	RE-TEST ROOF DRAINS	2-13-05010	\$5,270.00
Amount of this Change			\$5,270.00
Original Contract Amount:			\$3,868,000.00
Amount of Previously Approved Change Orders			\$30,544.90
Revised Contract Amount:			\$3,903,814.90

Conditions:

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR THE FOLLOWING

COR 13 RE-TEST ROOF DRAINS & VERIFY PRIMARY & SECONDARY CONDENSATE LINES
(BACKCHARGE DRI FOR ROOF MATERIAL THROWN IN DRAINS)

REC'D NOV 06 2007

My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR:
AMPAM PARKS MECHANICAL

By:
Title: President
Date: 10-31-07

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC

By:
Title: Vice President, Construction
Date:

Flower

STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor: AMPPAR
AMPAM PARKS MECHANICAL
1080 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

Phone (310) 835-1532
Fax (310) 835-1549

Project 453-000-00
MURRIETA 453/VILLAGE WALK
24415 VILLAGE WALK PLACE
MURRIETA, CA 92562



Contractor: G COMPANIES CONSTRUCTION, INC.
PO BOX 2990
NEWPORT BEACH, CA 92658

Phone (949) 975-0817
Fax (949) 975-0625

Date 10/29/07
Contract No. M453-1020
Change Order No 13

All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	REVERSE BACKCHARGE ON CO# 09	1-02-02668	\$1,858.80
Amount of this Change			\$1,858.80
Original Contract Amount			\$3,868,000.00
Amount of Previously Approved Change Orders			\$35,814.90
Revised Contract Amount			\$3,905,673.70

Conditions:

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR THE FOLLOWING

REVERSE BACKCHARGE FOR DAMAGED GATE VALVE AT BUILDING 8 (PER FIELD NOT SUBCONTRACTOR'S FAULT)

My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR:
AMPAM PARKS MECHANICAL

By [Signature]
Title PRESIDENT
Date 10-31-07

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC

By [Signature]
Title Vice President, Construction
Date

[Signature]



STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor: AMPPAR
AMPAM PARKS MECHANICAL
1060 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

Contractor: G COMPANIES CONSTRUCTION INC
PO BOX 2990
NEWPORT BEACH CA 92658

Phone: (310) 835-1532
Fax: (310) 835-1549

Phone: (949) 975-0817
Fax: (949) 975-0825

Project: 463-000-00
MURRIETA 453/VILLAGE WALK
24418 VILLAGE WALK PLACE
MURRIETA, CA 92582

Date: 11/08/07
Contract No: M453-1020
Change Order No: 14

All work done shall be in accordance with the referenced plans and specifications as well as all governmental agencies having jurisdiction.
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	REMOVE WASTE, VENTS, & COPPER LINE @ 6&7 LAUNDRY	2-13-06010	\$3,000.00
Amount of this Change			\$3,000.00
Original Contract Amount:			\$3,888,000.00
Amount of Previously Approved Change Orders			\$37,673.70
Revised Contract Amount:			\$3,908,673.70

Conditions

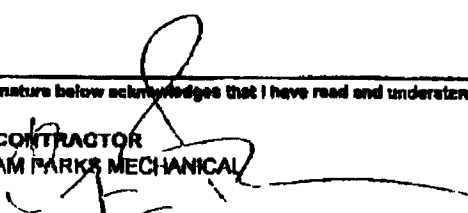
SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR THE FOLLOWING

- PER FIELD REQUEST, REMOVE WASTE, VENTS & COPPER LINE AT LAUNDRY ROOM BLDGS. 6 & 7 TO ACCOMMODATE 2 HR WALL

My signature below acknowledges that I have read and understood the details of the specifications as set forth.

SUBCONTRACTOR
AMPAM PARKS MECHANICAL

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC

By: 
Title: Project Manager
Date: 12-3-07

By: _____
Title: Vice President, Construction
Date: _____





STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor	AMPPAR AMPAM PARKS MECHANICAL 1080 WILMINGTON BOULEVARD WILMINGTON CA 90744	Contractor	G COMPANIES CONSTRUCTION INC PO BOX 2990 NEWPORT BEACH, CA 92658
Phone	(310) 835 1532	Phone	(949) 975-0817
Fax	(310) 835-1549	Fax	(949) 975-0625
Project	453-000-00 MURRIETA 453/VILLAGE WALK 24415 VILLAGE WALK PLACE MURRIETA CA 92562	Date	11/28/07
		Contract No	M453-1020
		Change Order No	15

All work done shall be in accordance with the referenced plans and specifications as well as all governmental agencies having jurisdiction
Percentage of Retainage held on this Change Order Agreement 10%

Item Number	Description	Cost Code	Amount
1	PER FIELD REQUEST RUN 3" GAS LINE TO BOILER ROOM	2 13-06010	\$43,109 50
Amount of this Change			\$43 109 50
Original Contract Amount:			\$3 868,000 00
Amount of Previously Approved Change Orders			\$40 673 70
Revised Contract Amount:			\$3,951,783 20

Conditions

SUBCONTRACTOR TO PROVIDE ALL LABOR MATERIALS & EQUIPMENT FOR THE FOLLOWING

RUN 3" GAS LINE FROM NEW METER LOCATION TO BOILER ROOMS - BUILDINGS 1 & 8

REC'D DEC 19 2007

My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR	CONTRACTOR
AMPAM PARKS MECHANICAL	G COMPANIES CONSTRUCTION, INC
By	By
Title <u>Permit</u>	Title _____
Date <u>12-11-07</u>	Date <u>12/14/07</u>

IF NECESSARY APPROVAL
BY PERMITTING AGENCY 271 LOUIS MARANO 11

EXHIBIT 4

CALIFORNIA PRELIMINARY NOTICE

In accordance with sections 3097 and 3098, California Civil Code

This is not a Lien, This is not a reflection on the integrity of any contractor or subcontractor

1 You are hereby notified that

AMPAM PARKS MECHANICAL
1080 WILMINGTON BLVD
WILMINGTON CA 90744

Reputed Owner

MURRIETA VILLAGE WALK LP
1105 QUAIL ST
NEWPORT BEACH, CA 92658

2 Has furnished or will furnish labor,
services, equipment, or materials of
the following general description:
LABOR, MATERIALS AND SERVICES

Reputed Construction Lender or Lessee

BANK OF THE WEST
3000 OAK RD #400
WALNUT CREEK CA 94597

3 An estimate of the total price of the
labor, services, equipment, or materials
furnished or to be furnished is
\$ 3 888,000.00

Reputed Original Contractor

G COMPANIES CONSTRUCTION INC
PO BOX 2980
NEWPORT BEACH CA 92658

4 The building, structure or other work of
improvement is located at:
VILLAGE WALK AT MURRIETA
LEMON & JEFFERSON
MURRIETA CA

A.D.C. UNKNOWN

5 The name of the person or firm who contracted
for the purchase of such labor, services,
equipment or material is:

G COMPANIES CONSTRUCTION INC
PO BOX 2980
NEWPORT BEACH CA 92658

6 Name and address of Trust Funds to which
Supplemental Fringe Benefits are payable
(if applicable):

7 - Joabette to Federal Public Work Title 48 USC
Sec. 270A-270E.
Contract #
Bond Co:

Signed
Authorized Agent

*She C Day***NOTICE TO PROPERTY OWNER**

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES,
EQUIPMENT, OR MATERIALS FURNISHED OR TO BE
FURNISHED, A MECHANIC'S LIEN LEADING TO THE LOSS,
THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL
OR PART OF YOUR PROPERTY BEING SO IMPROVED MAY
BE PLACED AGAINST THE PROPERTY EVEN THOUGH YOU
HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH
TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY
(1) REQUESTING YOUR CONTRACTOR TO FURNISH A RELEASE
SIGNED BY THE PERSON OR FIRM GIVING YOU THIS NOTICE
BEFORE MAKING FINAL PAYMENT TO YOUR CONTRACTOR
OR (2) ANY OTHER METHOD OR SERVICE THAT IS
APPROPRIATE UNDER THE CIRCUMSTANCES. OTHER THAN
RESIDENTIAL HOMEOWNERS OF DWELLINGS CONTAINING
FEWER THAN 5 UNITS, PRIVATE PROJECT OWNERS MUST
NOTIFY THE ORIGINAL CONTRACTOR AND ANY LIEN
CLAIMANT WHO HAS PROVIDED THE OWNER WITH A
PRELIMINARY 20-DAY LIEN NOTICE IN ACCORDANCE WITH
SECTION 3097 OF THE CIVIL CODE THAT A NOTICE OF
COMPLETION OR NOTICE OF CESSATION HAS BEEN
RECORDED WITHIN 10 DAYS OF ITS RECORDATION. NOTICE
SHALL BE BY REGISTERED MAIL, CERTIFIED MAIL, OR FIRST-
CLASS MAIL, EVIDENCED BY A CERTIFICATE OF MAILING.
FAILURE TO NOTIFY WILL EXTEND THE DEADLINE TO
RECORD A LIEN.

EXHIBIT 5

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Maria M Rohaidy, Esq
TAUBMAN, SIMPSON, YOUNG & SULENTOR
P O Box 22670
Long Beach, CA 90801-5670

DOC # 2007-0717383
11/28/2007

Conformed Copy

Has not been compared with original

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

APNS 949-100-038
949-100-055

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANIC'S LIEN

(Notice and Claim of Mechanics' Lien)

The undersigned AMPAMPARKSMECHANICAL, INC., Claimant, claims a mechanics' lien upon the following described real property located at: Lemon & Jefferson in Murrieta, County of Riverside, State of California, commonly known as Village Walk at Murrieta, as more particularly described on Exhibit A attached hereto and incorporated herein

The sum of \$533,493.79 together with interest thereon at the rate of 10 % percent per annum from November 20, 2006, is due claimant, after deducting all just credits and offsets, for the following labor and/or materials consisting of labor/services/materials/equipment, furnished by claimant to be used and actually used in that certain work of improvement consisting of plumbing system, including fixtures and equipment. Claimant has furnished said labor/materials/services/equipment at the request of, or under contract with G Companies Construction, Inc., P.O. Box 2990, Newport Beach, CA 92658 and/or G Companies Construction, Inc., 1105 Quail Street, Newport Beach, CA 92660. The name(s) and address of the owners or reputed owners are Murrieta Village Walk LP aka Murrieta Villagewalk LP, 1105 Quail Street, Newport Beach, CA 92658 and/or Murrieta Village Walk LLC, 1105 Quail Street, Newport Beach, CA 92660. The name and address of the reputed construction lender is Bank of the West, 3000 Oak Road, #400, Walnut Creek, CA 94597.

G Companies Construction Inc., P.O. Box 2990, Newport Beach, CA 92658, was the contractor and person in charge of said work of improvement as a whole, which said work of improvement was made with the knowledge of and pursuant to the authority of the owners

DATED November 28 2007

AMPAM PARKS MECHANICAL, INC

BY

JAMES WRIGHT, Controller/CFO

MECHANIC'S LIEN

APN 949-100-038 & 949-100-055

Page 2 of 3

VERIFICATION

I, the undersigned, say I am the Controller and Chief Financial Officer of the claimant of the foregoing Mechanics' lien. I have read said claim of mechanics' lien and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed on November 19, 2007, at Long Beach, California.

AMPAM PARKS MECHANICAL, INC

By

JAMES WRIGHT, Controller, CFO

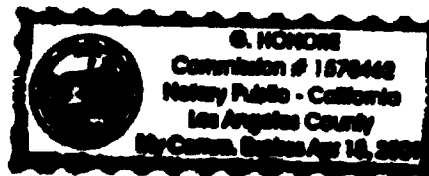
ACKNOWLEDGMENT

State of California)
) ss.
County of Los Angeles)

On November 19, 2007, before me, G. Honore, a notary public in and for the State of California, personally appeared JAMES WRIGHT, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon the behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

G. Honore
Notary Public



MECHANIC'S LIEN

APN 949-100-038 & 949-100-055

Page 3 of 3

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcels 13 through 16, inclusive of Parcel Map No. 31093, in the City of Murrieta, County of Riverside, State of California, as shown by Map on file in Book 208, Pages 68 through 72 inclusive, of Parcel Maps, in the Office of the County Recorder of said County

Except one-half of all mineral rights as reserved to Raleigh Brown and Adele Brown, Husband and Wife by Deed recorded March 20, 1950, in Book 1157, Page 220 of Official Records, Riverside County Records

VERIFICATION

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss

I have read the foregoing COMPLAINT FOR DAMAGES FOR BREACH OF CONTRACT, FORECLOSURE OF MECHANIC'S LIEN and UNJUST ENRICHMENT and know its contents

I am the Controller and Chief Financial Officer of AMPAM PARKS MECHANICAL, INC a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason I have read the foregoing document and know its contents I am informed and believe and on that ground allege that the matters stated in it are true except as to those matters which are therein stated upon my information or belief, and as to those matters, I believe them to be true

I declare under penalty of perjury that the foregoing is true and correct and that this Verification is executed on FEB 14, 2008 at Wilmington, California.



JAMES WRIGHT

EXHIBIT 4

1 WILLIAM J SULENTOR, State Bar No 54655
2 MARIA M ROHAIDY, State Bar No 143713
3 MATTHEW D FISCHER, State Bar No 238533
4 TAUBMAN, SIMPSON, YOUNG & SULENTOR
5 A Professional Corporation
6 One World Trade Center, Suite 400
7 P O Box 22670
8 Long Beach, California 90801-5670
9 (562) 436-9201, Fax (562) 590-9695

10 Attorneys for Plaintiff, AMPAM PARKS MECHANICAL, INC

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 11 2008

N. Tavaglione

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

AMPAM PARKS MECHANICAL, INC ,
Plaintiff,

vs

G COMPANIES CONSTRUCTION, INC ,
a California corporation, MURRIETA
VILLAGEWALK L P , a California Limited
Partnership, MURRIETA VILLAGE
WALK LLC, a California Limited Liability
Company, BANK OF THE WEST, a
California corporation, and, DOES 1 - 200,
inclusive,

Defendants

Case No RIC493357

[Consolidated with Lead Case #RIC4909841]

[Assigned for All Purposes to Sharon J Waters,
Dept 10]

FIRST AMENDED COMPLAINT FOR:

- 1 BREACH OF CONTRACT,
- 2 FORECLOSURE OF MECHANIC'S LIEN,
- 3 UNJUST ENRICHMENT, and,
- 4 ENFORCEMENT OF STOP NOTICE

Plaintiff alleges

GENERAL ALLEGATIONS

1 AMPAM PARKS MECHANICAL, INC ("Plaintiff") is, and at all times herein
mentioned was, a corporation, organized and existing under and by virtue of the laws of the State
of Delaware, and was at all times in this complaint mentioned, and is now, doing business in the
State of California pursuant to and as authorized by the laws of the State of California

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1 2 Plaintiff is now, and at all times herein mentioned was, a contractor duly licensed as
2 such under the laws of the State of California at the times each of the acts hereinafter mentioned was
3 performed

4 3 Plaintiff is informed and believes, and based thereon alleges, that defendant, G
5 COMPANIES CONSTRUCTION, INC ("G COMPANIES"), is, and at all relevant times was, a
6 corporation organized and existing under the laws of the State of California

7 4 Plaintiff is informed and believes and thereon alleges that defendant, MURRIETA
8 VILLAGEWALK L P is and at all times herein mentioned was, a limited partnership organized and
9 existing under the laws of the State of California, and the owner of that certain real property situated
10 in Riverside, California, described as set forth on Exhibit "1" attached hereto and incorporated herein
11 by reference (the "Property") and defendant, MURRIETA VILLAGE WALK LLC, was at all times
12 herein mentioned a limited liability company, General Partner of MURRIETA VILLAGEWALK
13 L P and legally responsible for its acts MURRIETA VILLAGEWALK L P and MURRIETA
14 VILLAGEWALK LLC shall hereinafter collectively be referred to as "MURRIETA "

15 5 Plaintiff is informed and believes and thereon alleges that defendant, BANK OF THE
16 WEST, is and at all of the times in this complaint mentioned, and now is, a corporation organized
17 and existing under the laws of the State of California

18 6 Defendants DOES 1 through 200 inclusive, are sued herein under fictitious names
19 Their true names and capacities are unknown to plaintiff When the true names and capacities are
20 ascertained, plaintiff will amend this complaint by inserting their true names and capacities herein
21 Plaintiff is informed and believes and thereon alleges that each of the fictitiously named defendants
22 claims an interest or estate in the real property herein mentioned

23 7 Plaintiff is informed and believes, and based thereon alleges, that defendants G
24 COMPANIES, MURRIETA, BANK OF THE WEST, and DOES 1 through 100 were the owners
25 or reputed owners of that certain real property situated in Riverside County, California, generally
26 described as set forth in Exhibit "1" attached hereto (the "Property") and the obligations and causes
27 of action referred to herein arose in the County of Riverside, State of California

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8 Plaintiff is informed and believes and thereon alleges that defendants, BANK OF THE WEST and DOES 101 through 200, claim liens on the Property

9 Plaintiff is informed and believes, and based thereon alleges, that at all relevant times certain of the defendants, including the DOE defendants, were acting as the partners, agents, servants, employees, alter egos, successors or predecessors in interest, or contractors of other defendants, and were acting within the course and scope of such relationship with the knowledge, express or implied, of each other named defendant

10 By commencement of this action, plaintiff does not intend to waive any right of arbitration it may have pursuant to the written agreement it entered into with certain defendants herein

FIRST CAUSE OF ACTION

(Breach of Contract Against Defendants, G Companies and Does 1 - 200)

11 Plaintiff refers to and incorporates, as though fully set forth herein, Paragraphs 1 through 10, inclusive, above

12 Plaintiff is informed and believes and thereon alleges that on or about May 22, 2006, defendant, G COMPANIES, entered into a contract with plaintiff whereby plaintiff would supply goods and services to the Property and defendant, G COMPANIES, agreed to purchase and pay for said goods and plumbing services. A true and correct copy of the agreement is attached hereto as Exhibit "2"

13 By the terms of the contract between plaintiff and defendant, G COMPANIES, agreed to pay \$3,225,046 97 upon plaintiff furnishing certain plumbing services and materials

14 Thereafter, and from time to time during the course of construction, said defendants and DOES 1-200 required plaintiff to depart in many respects from the plans and specifications contained in the original written agreement, and defendant ordered various changes therein and additions thereto as approved on February 23, 2007, March 12, 2007, June 4, 2007, July 11, 2007, September 1, 2007, November 1, 2007, and November 1, 2007 which required extra labor and materials to be

furnished by plaintiff, and which were actually used in the construction of said Property, whereby the cost of said Property increased. All of said extra and additional work and materials were furnished and supplied by the plaintiff at the special instance and request of defendants. In each instance, before plaintiff furnished said additional and extra work and materials in connection with said construction, it was agreed by and between plaintiff and defendants that defendants would reimburse and pay plaintiff for the cost of the additional work and materials. The additional work and materials furnished by plaintiff was actually used in said Property, and was approved by defendants. True and correct copies of the change orders are attached hereto, marked Exhibit 3, and incorporated herein by reference.

15 Plaintiff has duly performed all conditions of said contract on its part to be performed

16 The agreed price and reasonable value of the services performed by plaintiff for said defendants and the labor and material furnished by plaintiff to said defendants was and is the aforesaid amount of the contract and change orders, the agreed upon price. Pursuant to the contract and change orders, there is now due and owing to plaintiff, the sum of \$533,493.79, in lawful money of the United States, after deducting all just amounts paid by defendants to plaintiff.

17 The materials and services were received and accepted by defendants, G COMPANIES and Does 1-200, in accordance with the terms of the contract. Notwithstanding plaintiff's performance of all conditions precedent on its part, defendant, G COMPANIES, has breached the contract in that they have failed to pay the amount due plaintiff, leaving a balance due of \$533,493.79.

18 The contract between plaintiff and defendant, G COMPANIES, provides that in the event legal action is required to enforce the provisions thereof, plaintiff shall be entitled to recover its attorney's fees and costs. Plaintiff has retained the law firm of Taubman, Simpson, Young & Sulentor to enforce the contract and has become obligated to pay attorney's fees. The exact amount of such fees is presently unknown, but plaintiff requests an award of attorney's fees in an amount according to proof.

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19 Additionally, plaintiff is entitled to prejudgment interest at the legal rate until the date
of entry of judgment

SECOND CAUSE OF ACTION

(Foreclosure of Mechanic's Lien - Against all Defendants)

20 Plaintiff refers to and incorporates, as though fully set forth herein, Paragraphs 1
through 19, inclusive, above

21 Within twenty days after delivering materials and providing services to the Property, plaintiff served a 20-Day Notice (a true and correct copy of which is attached hereto as Exhibit "4") on defendants pursuant to Civil Code Section 3097

22 After furnishing materials and services to the Property, plaintiff timely filed and recorded on November 28, 2007, as Instrument No 2007-0717363 of the Official Records of Riverside County, California, its claim of lien duly verified by the oath of James Wright, plaintiff's Chief Financial Officer, a true and correct copy of which is attached hereto as Exhibit "5"

23 In its claim of lien plaintiff claimed a mechanic's lien on the Property for the amount due at that time under its contract with defendants, G COMPANIES and MURRIETA which amount is the reasonable value of the materials and services plaintiff furnished Plaintiff has further incurred indebtedness in the sum of \$13 00, the necessary costs of recording the claim of lien

24 Defendants, DOES 1-200, and each of them, have or claim to have some right, title, or interest in the Property, the exact nature of which claims is unknown to plaintiff, but which plaintiff believes said claims are subject and subordinate to the claim of lien of plaintiff

THIRD CAUSE OF ACTION

(Unjust Enrichment -Against Defendants, G Companies and Does 1 - 200)

25 Plaintiff hereby refers to and incorporates by reference each and every allegation
contained in Paragraphs 1 through 24, inclusive, above

26 Defendants, and each of them, have received the benefit of plaintiff's materials and

1 services which plaintiff furnished to the Property

2 27 In furnishing said materials, plaintiff was not acting as a volunteer, and defendants,
3 and each of them, accepted the benefits of that which plaintiff has furnished without paying
4 therefore

5 28 Said defendants have been unjustly enriched and further, it would be inequitable for
6 said defendants to be allowed to retain the benefits of plaintiff's materials and services without being
7 ordered to pay the reasonable value of said materials and services, to wit, the sum of \$533,493 79,
8 together with interest and costs according to proof at trial

9 29 The contract between plaintiff and defendant, G COMPANIES, provides that in the
10 event legal action is required to enforce the provisions thereof, plaintiff shall be entitled to recover
11 its attorney's fees and costs Plaintiff has retained the law firm of Taubman, Simpson, Young &
12 Sulentor to enforce the contract and has become obligated to pay attorney's fees The exact amount
13 of such fees is presently unknown, but plaintiff requests an award of attorney's fees in an amount
14 according to proof

15 30 Additionally, plaintiff is entitled to prejudgment interest at the legal rate until the date
16 of entry of judgment

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18 **FOURTH CAUSE OF ACTION**

19 **(Enforcement of Stop Notice - Against All Defendants)**

20 31 Plaintiff refers to and incorporates, as though fully set forth herein, Paragraphs 1 through
21 30, inclusive, above

22 32 BANK OF THE WEST is the lender and holder of certain loan funds or proceeds
23 allocated for the project On August 28, 2008, Plaintiff filed with BANK OF THE WEST its stop
24 notice and verified statement of its claim, together with a good and sufficient bond pursuant to Civ
25 Code, § 3083 A copy of the stop notice and bond are attached to this complaint as Exhibit "6" and
26 incorporated by this reference To secure the bond, Plaintiff incurred costs in the amount of
27 \$8,814 00

1 33 Plaintiff is informed and believes and on that basis alleges that, at the time of the filing
2 and service of the stop notice, there was sufficient money due from BANK OF THE WEST out of
3 the construction loan funds to satisfy Plaintiff's claim and the reasonable costs of litigation

4 34 BANK OF THE WEST has failed, neglected, and refused to pay plaintiff the sum of
5 \$533,493 79 and that sum, plus interest from date of filing at the rate of ten percent per annum is
6 now due, owing, and unpaid Each and all of the defendants named in this complaint have or claim
7 to have some lien, right, title or interest in and to the construction loan funds or some part of them
8 All these claims are subordinate to plaintiff's claim

9 35 MURRIETA is the owner of the Project On or about August 7, 2008, Plaintiff filed with
10 MURRIETA, its stop notice and verified statement of its claim On August 28, 2008, Plaintiff also
11 filed with Douglas Wilson Companies, the Court Appointed receiver for Murrieta, its stop notice and
12 verified statement of its claim A copy of the stop notice is attached to this complaint as Exhibit "7"
13 and incorporated by this reference

14 36 By virtue of the Stop Notice and under the provisions of Section 3161 of the Civil Code,
15 MURRIETA had and has a duty to withhold from G COMPANIES sufficient money to answer
16 Plaintiff's claim of \$533,493 79 plus interest from the date of filing of the Stop Notice at the rate of
17 10 percent per annum, and attorneys fees and costs, including the costs of the bond, now due and
18 owing

19 WHEREFORE, plaintiff prays for judgment as follows

20 **ON THE FIRST CAUSE OF ACTION**

- 21 1 For the principal sum of \$533,493 79,
22 2 For reasonable attorney's fees and costs according to proof, and
23 3 For interest according to proof

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25 **ON THE SECOND CAUSE OF ACTION**

- 26 1 For the principal sum of \$533,493 79,
27 2 For costs of recording in the sum of \$13 00,

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1 3 That all of said amounts be adjudged to be a lien on the Property and on all the land
2 in this complaint described, and hereinbefore particularly described, be adjudged and decreed to be
3 sold by the Sheriff of the County of Los Angeles, State of California, according to the law and the
4 practice of this Court, and that the proceeds of said sale be applied to satisfy the costs of sale and the
5 costs of these proceedings and plaintiff's claim, as aforesaid,

6 4 That the interest, estates or claims of all the defendants, and each of them, in, to or
7 upon all of the Property, and every part thereof, be adjudged to be subsequent and subject to
8 plaintiff's lien as aforesaid, and the equity of redemption of each and every of said defendants in or
9 to the Property and every part thereof, be forever barred and foreclosed, and

10 5 That the plaintiff or any party to this action may become a purchaser at such sale
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12 **ON THE THIRD CAUSE OF ACTION**

13 1 For the principal sum of \$533,493 79,

14 2 For reasonable attorney's fees and costs according to proof, and

15 3 For interest according to proof
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17 **ON THE FOURTH CAUSE OF ACTION**

18 1 For the principle sum of \$533,493 79,

19 2 For reasonable attorneys' fees and costs, including but not limited to \$8,814 00, the cost
20 of the bond, according to proof,

21 3 For interest according to proof,

22 4 For judgment against Bank of the West,

23 5 For judgment against Murrieta,
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ON ALL CAUSES OF ACTION

1 For costs of suit incurred herein,

2 For such other and further relief as the court deems just and proper

DATED December 10, 2008

TAUBMAN, SIMPSON, YOUNG & SULENTOR

By



MATTHEW D FISCHER, Attorneys for plaintiff
AMPAM PARKS MECHANICAL, INC

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VERIFICATION

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I have read the foregoing FIRST AMENDED COMPLAINT FOR BREACH OF CONTRACT, FORECLOSURE OF MECHANIC'S LIEN, UNJUST ENRICHMENT, and, ENFORCEMENT OF STOP NOTICE and know its contents

I am the Chief Financial Officer of AMPAM PARKS MECHANICAL, INC a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason I have read the foregoing document and know its contents I am informed and believe and on that ground allege that the matters stated in it are true except as to those matters which are therein stated upon my information or belief, and as to those matters, I believe them to be true

I declare under penalty of perjury that the foregoing is true and correct and that this Verification is executed on 12/10/08 at Wilmington, California

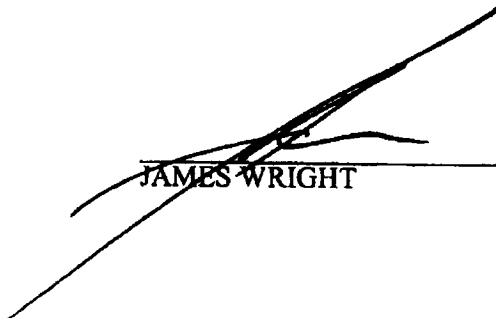

JAMES WRIGHT

EXHIBIT 1

LEGAL DESCRIPTION

Parcels 13 through 16, inclusive of Parcel Map No 31093, in the City of Murrieta, County of Riverside, State of California, as shown by Map on file in Book 208, Pages 68 through 72 inclusive, of Parcel Maps, in the Office of the County Recorder of said County

Except one-half of all mineral rights as reserved to Raleigh Brown and Adele Brown, Husband and Wife by Deed recorded March 20, 1950, in Book 1157, Page 220 of Official Records, Riverside County Records

EXHIBIT 2

RECEIVED

OCT 18 2006

G COMPAN

AS CONSTRUCTION, INC.

SUBCONTRACT AGREEMENT

REC'D OCT 17 2006

GCCI

THIS SUBCONTRACT AGREEMENT was made this 1st day of May 2006, by and between G Company Construction, Inc., PO Box 2998, Newport Beach, CA 92660, (949) 775-0617 Phone, (949) 775-0626 Fax, herein called the "Contractor" and ANS&AM, Inc. 1600 Wilshire Boulevard, Wilshire, CA 90216, (310) 556-1531 Phone, (310) 556-3013 Fax, herein called the "Subcontractor"

RECITAL

Contractor proposes to construct, develop and/or subdivide a tract of land (the "Project") commonly known as Village Walk/Mission 453, County of Riverside, State of California (the "Property"). The construction of the Project is to be in strict accordance with the provisions and requirements set forth in the plans, specifications, and any other document listed in Schedule B attached hereto; all of these documents are on file and available during business hours for inspection and review at Contractor's principal office. Such documents are herein designated as the "Contract Documents" and are incorporated herein by this reference. These Contract Documents are intended to complement and supplement each other, and work described by one document but not in another shall nevertheless be executed as if such work was described in all documents. Inasmuch as various Contract Documents have been approved and comply with County, City and financial institution requirements, it is essential that Subcontractor proceed and perform his work in strict conformity with the applicable portions of the Contract Documents.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **FINANCING CONDITION/TERMINATION FOR CONVENIENCE:** This Subcontract is subject to and contingent upon the Project's Owner(s) obtaining sufficient construction loans from time to time for the Project. Contractor may at any time, and for any reason, including the Project's Owner(s) inability to obtain sufficient construction loans for the Project, terminate the work and services of Subcontractor under this Subcontract for Contractor's convenience upon three (3) days written notice. Upon receipt of such notice, Subcontractor shall, unless otherwise directed, immediately discontinue the work and the placing of orders for materials in connection with the performance of this Subcontract, and shall thereafter do only such work as may be necessary to preserve and protect the work in progress. Upon such termination, Subcontractor shall be entitled to compensation and payment (a) for the percentage of the work completed in conformity with the Subcontract multiplied by the Contract Price, and (b) other costs actually incurred by Subcontractor for the performance of termination-related tasks as may be directed and approved by Contractor. There shall be deducted from such compensation the amount of any payments made to Subcontractor prior to the termination and any amounts chargeable to Subcontractor pursuant to any provision of the Subcontract. In the event of such termination and payment, Subcontractor shall not be entitled to any claim or claim of the Project Contractor or the Property for any additional compensation or damages.

2. **DOCUMENTS:** The Contract Documents describe the work to be performed by Subcontractor under this Subcontract, and Subcontractor shall be bound to Contractor in the same manner and to the same extent as Contractor is bound to the Owner under the Contract Documents. Subcontractor acknowledges that he has carefully examined and studied the Contract Documents in their entirety. Subcontractor further acknowledges that the work of the various subcontractors for the Project is integrated, and Subcontractor fully understands the character of the work to be performed by him under the Contract Documents. Subcontractor has investigated the site and is satisfied as to the conditions to be encountered during his operations. Subcontractor shall not in any respect rely upon any representations to him by any person or persons (including the Contractor), but shall rely solely upon his own investigation. Commencing work shall indicate acceptance of conditions and surfaces underlying or adjacent to work of this Agreement.

3. **WORK COVERED:** Subcontractor agrees to perform in good and workmanlike manner, and to furnish to the Project all labor, materials (all materials shall be new unless otherwise specified by Contractor), supplies, equipment, services, machinery, tools and other facilities of every description required for the prompt and efficient execution of the work (the "Job") as outlined in Schedule A attached hereto. Subcontractor shall be obligated to perform the Job in strict compliance with the Contract Documents and the provisions of this Subcontract. It is agreed that all labor, materials and equipment furnished by Subcontractor that are properly and reasonably required to perform and provide a complete Job shall be deemed to be included within the Contract Price, even though all items of labor, materials and equipment may not specifically be mentioned in this Subcontract or the Contract Documents.

4. **CONTRACT PRICE:** For the value (not substantial performance) by Subcontractor of all of its obligations hereunder, Contractor shall pay to Subcontractor the sum of ~~THREE MILLION SEVEN HUNDRED SIXTY-THOUSAND DOLLARS (\$3,760,000)~~ Dollars ~~(\$3,760,000.00)~~ stated hereto, subject to additions and deductions as provided in this Subcontract. Price for labor and materials to be paid constant for a period of one (1) year from date of contract execution after said period, labor and materials subject to annual adjustment based up CPI at date of execution. ~~Jeffrey A. Bragg and Jane~~

5. **PAYMENT SCHEDULE:** In the event Subcontractor is not in default under any of the provisions of this Subcontract, periodic payments will be made for the work as it progresses in an amount equal to ninety percent (90%) of the value of the work and materials incorporated in the construction as estimated by the Contractor. The amount estimated will be determined by using unit prices or prices specified in Schedule D attached hereto and shall be in accordance with the payment schedule set forth therein. With respect to the work covered by any request for a progress payment, Contractor shall not be obligated to make the progress payments to Subcontractor until Contractor has received:

(a) Inspection and approval of Subcontractor's work hereunder, if required and available, from City, County and other public agencies;

(b) Waiver and lien release, in a form satisfactory to Contractor, from Subcontractor, all sub-subcontractors, laborers, materialmen, trust funds, and other persons and entities who may be potential lien claimants against the Property, evidencing that all labor, materials, equipment, subcontractors, payroll taxes and other similar items furnished in connection with the performance of the work under this Subcontract have been paid.

Contractor may deduct from any amounts due or to become due to Subcontractor any sum or sums owing by Subcontractor to Contractor under this Agreement on account of any other obligation, liability or contract connected to this Agreement, and in the event of any breach by Subcontractor of any provision or obligation of this Agreement, or in the event of the expiration of any period of any claim or lien against Contractor or the construction site arising out of Subcontractor's performance of this Agreement, Contractor shall have the right, but is not required, to retain out of any payments due or to become due to Subcontractor an amount sufficient to completely protect Contractor from any and all loss, damage, or expense therefrom until the situation has been remedied or adjusted by Subcontractor to the satisfaction of Contractor. If Contractor exercises this right to good faith, Subcontractor shall not be entitled to any interest whatsoever on the money so retained regardless of the outcome of any subsequent claim resolution or litigation.

Any payments made here-
Job shall not be construed as evidence of payment.
occupied by both governing public agencies and G Company Construction, Inc.
If construction loan funds are deposited in a joint control account, Subcontractor agrees to accept payments from such account and any order given by Contractor to Subcontractor thereon shall be deemed payment on the part of Contractor and a release of Contractor in the amount of any such order. Contractor shall have the right to make direct payments to any of Subcontractor's laborers, materialmen or subcontractors on behalf of and for the account of Subcontractor or by joint check to Subcontractor and any of them, but Contractor has no obligation to do so.

Contractor and Subcontractor understand and acknowledge that it is a public offense in California for any person who receives money for the purpose of paying for services, labor, materials or equipment on a construction project in violation of the law to so apply such money and wrongfully divert the funds to another use. Contractor will pay Subcontractor for work performed under this Subcontract as and when funds for the project are received by Contractor from the owner of the property (Owner). In the event that Owner wrongfully fails to pay Contractor money owed Contractor under Contractor's agreement with Owner for work on the project (the Prime Contract), Subcontractor hereby agrees to protect, defend, indemnify and hold Contractor harmless in all respects to a final determination of the Subcontractor's obligations here, any order and final rights and remedies, prior and as a condition precedent to filing any action or proceeding for enforcement of the Prime Contract or to enforce payment to Contractor of any amount due Contractor or otherwise pursuing enforcement of Subcontractor's rights to payment under this Subcontract. Contractor shall notify Subcontractor in the event that any payment or final payment or Subcontractor is delayed due to Owner's failure to pay Contractor under the Prime Contract, but Contractor's failure to provide such notice to Subcontractor shall in no way affect the limitation of Subcontractor's remedies provided for in this section.

Subcontractor acknowledges that Contractor would not have entered into this Subcontract without the provisions of this section, and that it would be impossible to measure the damages to Contractor if Subcontractor fails or refuses to comply with the limitation of remedies provided for in this section, and agrees that in the event of Subcontractor's breach of any such provisions, Contractor will not have an adequate remedy at law. It is therefore agreed that Contractor, in addition to any other available rights or remedies, shall be entitled to immediate declaratory or injunctive relief to enforce such provisions or any of them, and that in the event Contractor brings any action or proceeding in equity to enforce them, Subcontractor will not urge as a defense that there is an adequate remedy at law.

6. **RETENTION:** Contractor shall be entitled to retain and withhold from the amount due Subcontractor without interest the sum equal to 10% of the labor portion of the Contract Price, retention is not to be withheld from material drawn, designated as "Retention" for a period ("Retention Period") not to exceed the last of the following events to occur:

1. Thirty-five (35) days from the filing of a notice of completion by Contractor on the Project; or
2. When applicable, thirty-five (35) days from receipt of "clear title" inspection by the lender.

Contractor shall pay the Retention to Subcontractor no later than seven (7) days after the expiration of the Retention Period.

7. **CHANGES:** Contractor may, at any time by written order of Contractor's authorized representative, and without notice to Subcontractor's surety, make changes in, including addition to and deletion from the Job to be performed and materials to be furnished under the Subcontract, and Subcontractor shall immediately upon receipt of Change Order proceed with the performance of the Subcontract as so changed. No change to the terms and conditions of the Subcontract or in the time or manner of payment shall in any way constitute or release, in whole or in part, any surety on any bond furnished by or on behalf of Subcontractor. Any change shall be subject to all the terms and conditions of the Subcontract.

The only representative authorized to make any changes or to issue change orders on behalf of Contractor is the Project Manager. In the event that Subcontractor is requested to perform services or furnish materials over and above his contract provisions, he must first obtain written authorization, which shall be issued only by the Project Manager. All other instructions, verbal or written, that the Subcontractor may receive shall be deemed as part of the original work and no additional compensation shall be given. All additional work performed or material supplied prior to or without a written authorization by the Project Manager shall be considered work performed at no charge to the Contractor. A change made or ordered by any other person shall not be binding upon Contractor.

If any such ordered change increases or decreases the cost of performing the Job under the Subcontract, the Contract Price will be adjusted by appropriate additions or deductions as mutually agreed upon by the parties hereto before the changed work is performed. If the parties hereto cannot agree on the amount of the adjustment to be made, Subcontractor shall immediately properly proceed to perform the work as changed, and Subcontractor shall keep and submit to Contractor, in the manner specified below, a cost breakdown to enable Contractor to determine the amount of the adjustment. Any claim by Subcontractor for an adjustment of the Contract Price under this paragraph must be submitted in writing within seven (7) days from the date any such change is ordered.

No dispute arises between the parties hereto as to whether any particular work is a change to the Job described in the Subcontract. Subcontractor shall immediately properly perform the alleged changed or extra work and any submit a written notice of intent to file claim for Additional Money, such written notice must be submitted to Contractor within three (3) seven (7) days after commencing the performance of the alleged changed or extra work. If said notice is timely given, as a further condition precedent to thereafter making claim, Subcontractor shall keep and submit to Contractor on a weekly basis a complete breakdown of all costs occasioned by the alleged changed or extra work, including (a) a labor breakdown by name of person, hours worked, and task performed for each employee performing said alleged changed or extra work, (b) a similar breakdown for all equipment used, and (c) copies of all invoices and delivery tickets for materials used. IF SAID NOTICE OF INTENT TO FILE CLAIM FOR ADDITIONAL MONEY IS NOT TIMELY GIVEN OR IF SAID COST BREAKDOWN IS NOT KEPT AND SUBMITTED AS SPECIFIED, SUBCONTRACTOR AGREES THAT NO CHANGES OR EXTRA WORK WILL BE AND CONTRACTOR'S CONVEYANCE AND NONINTERFERENCE THEREWITH SHALL BE DEEMED AS A WAIVER OF ANY CLAIM FOR ADDITIONAL MONEY AND THAT NO PAYMENT FOR THE ALLEGED CHANGES OR EXTRA WORK IS DUE SUBCONTRACTOR.

The amount of any disputed changed or extra work will be determined in the manner set forth in Section 9 and payment for any changed or extra work to which Subcontractor may become entitled to under this section shall be made in accordance with Section 5 above.

8. **ADHERENCE TO PLANS AND SPECIFICATIONS:** Subcontractor shall make no changes to any shall be deviate from the Contract Documents, and he shall be responsible and liable for any and all changes that may result from such changes or deviations. In addition, Subcontractor may be required at his own cost and expense to cause any of his work to conform strictly to the Contract Documents, when a written authorization of Contractor is issued in accordance with Section 7, addressed to Subcontractor, shall be given setting forth in detail what specific changes may be made.

For purposes of interpreting the Contract Documents, should the plans vary from the specifications, then the specifications shall govern. Should there be any discrepancy between the plans or the specifications, or both, and any governmental laws or regulations, then those, which are more stringent under such laws, shall govern. Contractor assumes no responsibility for failure of the plans or specifications of the Contract Documents to meet with governmental laws or regulations, and it is conclusively presumed that Subcontractor is familiar with said governmental laws or regulations, regardless of the provisions of the Contract Documents.

Subcontractor agrees that should any change, or any governmental authority, same change shall be made by Subcontractor, without increase in the Contract Price, Contractor shall be held harmless. If any of the Contract Documents provide for work contrary to any such laws and regulations, Subcontractor shall be required to notify Contractor in writing, prior to the execution of such Contract Documents, to comply with the applicable law or regulation, and Subcontractor shall not perform any such work until the corrected Contract Documents have been approved in writing by Contractor.

9. **ADJUSTMENT FOR CHANGES:** In the absence of agreement as to the amount of the adjustment to be made for any changed, or alleged changed or extra work, any adjustment to the Contract Price which may be due on account thereof shall be determined as follows: (a) when a change results in an increase in costs or extra work is involved, the Contract Price will be increased on the basis of the increase in direct costs actually incurred by Subcontractor to perform the changed or extra work, plus a mark-up thereon of fifteen percent (15%) on labor and ten percent (10%) on materials as an allowance for all indirect costs, field supervision, tools, general and administrative expense, overhead (including any home office overhead) and profit; (b) in the event of any deletion or other change which results in a decrease in costs, the Contract Price will be decreased on the basis of the direct costs which would have been incurred by Subcontractor had the change not occurred, plus the profit which would have been earned; provided, however, that if any deleted work is a separately priced item of work under the Subcontract, the Contract Price will be determined on the basis of such stated price; and (c) when both increases and decreases covering related work or substitutions are involved in any one change, the mark-up allowance shall be figured on the basis of the net increase, if any, with respect to such change. Direct costs as used in this Section shall be limited to the following: (a) cost of materials, including any applicable sales tax and transportation expense applicable thereto; (b) cost of labor for the workmen consisting of wages, and fringe benefits and other labor burden expenses actually paid to or on behalf of the workmen; and (c) a reasonable rental value for use of equipment, but individual pieces of equipment having a replacement value of \$500.00 or less shall be considered to be tools and no payment will be made therefor.

As to work approved by Contractor to be performed on a time and material basis, the Subcontractor's billing shall be based on actual hours as verified by daily work sheets, which must be approved by Contractor's field representative within 24 hours of the work being performed. Contractor's field representative's signature on daily work sheets are strictly to verify the labor and equipment hours on estimate as shown on the daily work sheets in no way constitute any approval nor agreement that Subcontractor will be paid for additional work. Any work performed over and above the "Not to Exceed" amount stated on the Authorization for Extra Work and which does not comply with Section 7 shall be considered done at no charge to the Contractor.

Any changed or extra work requested by Contractor, whether directed or authorized, that requires heavy equipment rental shall be performed at the rates as follows:

(a) For Subcontractor's owned equipment, the rate shall be rental rate as set forth in the most recent publication of the State of California Building, Transportation, and Housing Agency, Department of Transportation, Division of Construction, Labor Savings and Equipment Rental Rates. These rental rates will be for equipment "Operator and Maintenance" and include Subcontractor's overhead and profit, all applicable payroll taxes including Federal and State Unemployment Insurance, FICA, Worker's Compensation, and Union Benefits.

(b) For non-owned equipment rented from third parties, compensation shall be the netted invoice cost plus 10% for overhead and profit and such rate shall be substantiated by an invoice from the supplier.

If the Subcontractor claims to work overtime for any reason not requested by the Contractor, no prevailing compensation shall be paid. If the Subcontractor is requested by the Contractor to operate on a premium time basis, Subcontractor shall be compensated for the premium costs only, as applies to the overtime hours, which are additional to the equipment operating hours of the Subcontractor. In the event the Contractor desires to have the Subcontractor work on a premium time basis for an extended time period the above rates shall be negotiated by the Contractor and Subcontractor.

10. **TAXES:** The Contract Price includes the payment by Subcontractor of any tax under California State or Use Tax Law, or any amendments thereto, or any law now existing, or which may hereafter be adopted by Federal, State, local or other governmental authority, taxing the materials, services required, or labor furnished, or any other tax levied by reason of the work performed or to be performed hereunder.

11. **COMMENCEMENT AND COMPLETION OF THE JOB TIME IS OF THE ESSENCE** of this Agreement. Subcontractor to commence the Job on the date specified by the Contractor and shall prosecute and complete the work substantially in a prompt and diligent manner and in accordance with "Contractor's Progress Schedule" and all conditions made therein, and shall not delay, interfere with or hinder the work of Contractor or any other subcontractor. Upon request by Contractor, Subcontractor shall furnish to Contractor a schedule or scheduling information in such form as Contractor may require relating to the work to be performed under this Agreement. The time given Contractor to perform all its work under its contract with the Owner shall not be the time Subcontractor has to perform its work or release of surety, but Subcontractor shall be required to perform its work in strict accordance with Contractor's progress schedule. If Contractor shall deem it necessary, Subcontractor, at its own expense and on demand of Contractor, shall provide additional work force, overtime, additional skills and shall expedite the furnishing of materials so as to meet the progress schedule. Contractor shall have the sole right to establish the time and order in which the various portions of the entire project work shall be performed, and, in case of conflict, to establish priority of work performance as between Contractor, Subcontractor and other subcontractors.

The Subcontractor agrees that in its event that the Project will be constructed in phases. Before substitution under phasing order for non-standard or special materials, Subcontractor shall contact Project Superintendent as to starting date, production and scheduling. Subcontractor agrees to commence the several parts thereof at such times, and proceeding forward in such order as directed by Contractor's representative, and agrees to finish the several parts and the whole of the Job as provided herein, so that, in conjunction with other trades engaged therein, it will ensure the uninterrupted progress of the Project. In the event Contractor's work schedule should be changed, Subcontractor will proceed in strict accordance with Contractor's direction. Any changes in the schedule shall be made in writing as specified in Section 4. Subcontractor will cooperate with related work and will not interfere in any manner with the work of Contractor or other subcontractor. In the event of any conflict in the work schedule of Subcontractor and Contractor or any other Subcontractor, Contractor shall decide which work shall have precedence and the decision of Contractor shall be final. Any construction sequence or progress schedule furnished by Contractor to Subcontractor shall be solely for Contractor's benefit, and Contractor makes no representation that once a work will be ready for Subcontractor at the times indicated therein; nevertheless, Subcontractor must be ready and able to perform the Job within the time period indicated in any such schedule. Subcontractor shall not be entitled to recover from Contractor any additional compensation or damages on account of any delay or disruption in Subcontractor's performance of the Job, whether caused in whole or in part by Contractor or others, including conduct on the part of Contractor which may amount to a breach of this Subcontract.

12. **LEVELS, GRADES AND MEASUREMENTS:** Subcontractor assumes full responsibility for the proper interpretation and interpretation of all lines, levels and measurements and their relation to bench marks, property lines, reference lines and the work of the Contractor or other subcontractor. In all cases where dimensions are governed by conditions already established, the responsibility for correct knowledge of the conditions shall rest entirely on Subcontractor. No variation from specified lines or grades or dimensions shall be made except on written authority of Contractor. All work shall be made to conform to actual, final conditions as they develop in the course of construction.



13. **RELATED WORK.** By its use of work hereunder, Subcontractor acknowledges that all related or dependent work, services, utilities or materials are available to him. Unless the Subcontractor reports prior damage in writing to the Contractor, Subcontractor hereby waives any and all claims for damages or claims with respect to defects in or failure of such work, services, utilities or materials.

14. **INTERRUPTION OF WORK.** If, as a result of fire, earthquake, act of God, war, strike, picketing, boycott, lockouts or other causes or conditions beyond the control of Contractor, Subcontractor discontinues the Job prior to its completion, then Subcontractor shall resume work as soon as conditions permit, or if Subcontractor shall discontinue work because Contractor shall consider it inadvisable to proceed with the Job, then Subcontractor will resume the Job promptly upon receiving written notice from Contractor to do so, and Subcontractor shall not be entitled to any damages or compensation on account of cessation of work as a result of any of the causes mentioned above. Completion of Contract amounts to acceptance of "Force Majeure".

15. **INSPECTION AND APPROVAL.** The Job or any portion of the Job shall be subject to inspection and approval by all applicable governmental authorities, Contractor and Contractor's representatives such as engineer, city, drawings and patterns as may be required for the Job, and all work hereunder shall be in accordance therewith. Subcontractor shall provide sufficient, safe and proper facilities during the progress of the Job for all such inspections in the field, at shops or any place where materials required hereunder are in the course of preparation, manufacture, treatment or storage. It is agreed that any change or correction required as a result of any such inspections shall be made by Subcontractor without additional charge, unless otherwise specifically agreed upon by Contractor in writing. Subcontractor shall request all inspections for his work and obtain approval of same. If additional testing under inspections are required of Subcontractor's work due to Subcontractor's fault or as act of God, Subcontractor agrees to compensate Contractor any additional costs incurred for testing and inspections.

16. **FORCE MAJEURE.** Within ten (10) days after the execution of this Agreement, if required by Contractor, Subcontractor shall furnish to Contractor a Performance Bond under a Labor and Materials Bond in a form satisfactory to Contractor, such to be an amount equal to the full amount of the Contract Price. A Corporate Surety Company licensed to do business in the State of California shall execute such bond. Subcontractor, by its execution hereof, warrants that it can obtain said bond at a cost of not more than one percent (1%) of the principal amount thereof. If Subcontractor fails to so furnish any required bond, Contractor may, at its option, terminate this Subcontract without any liability of any kind to Subcontractor. In the event Contractor requires Subcontractor to furnish either or both of the bonds mentioned above, Contractor shall pay the cost thereof. It is agreed that no change, alteration or modification in or deviation from this Subcontract or the Contract Documents, whether made in the course hereof provided for or not, shall release or exonerate in whole or in part, any surety or any bond given in connection with this Subcontract, and each and every surety bond required hereunder shall so provide.

17. **CORRECTION AND REMOVAL OF DEFECTS IN MATERIAL OR WORK.** All defects in material used or work performed under this Subcontract as designated by City or County Inspector or Contractor, upon inspection and brought to the attention of Subcontractor shall immediately be corrected by Subcontractor to the satisfaction of Contractor and the designating person. If any workmanship or materials are declared in writing by Contractor or any applicable governmental authority to be incorrect or improper then, within twenty-four (24) hours after service upon him of written notice from Contractor or the appropriate governmental authority to that effect, Subcontractor shall proceed with due diligence to remove from the site all such materials, whether installed or incorporated in the Job or not, and shall remove all such portions of the incorrect or improper work. Subcontractor shall also remove or repair any work of other work damaged by such a removal. In the event that all or any portion of such work shall be of such a nature, or the time available to complete the whole work shall be so limited, that in the judgment of Contractor it would be impractical to order the same replaced or corrected, Contractor, at its option, may deduct from the payment due or to become due to Subcontractor an amount that shall represent the difference between the fair and reasonable value of such work and its value had it been executed in conformity with the Contract Documents.

18. **UNSATISFACTORY WORK.** Upon written notification from the Contractor that Subcontractor's work is in any respect unsatisfactory, such correction, is not in compliance with the Contract Documents, or that the Job has been damaged, Subcontractor shall, within twenty-four hours of such notification, proceed with due diligence to take all action necessary to correct or repair the Job.

19. **DAMAGE TO WORK.** Should Subcontractor damage the work or installation of Contractor or any other subcontractor, Subcontractor shall promptly pay to Contractor or such subcontractor, as the case may be, all costs incurred in repairing the damage. Subcontractor and his suppliers shall not be permitted to drive any vehicle over any curb or sidewalk on the Project at any time by any means, and Subcontractor shall take all action necessary to ensure that his supplies comply fully with the requirements of this Section and shall be fully responsible for all damage to curbs and sidewalks caused by his vehicles or those of his suppliers. Subcontractor shall be responsible for maintaining and protecting the Job and bear the risk of any damage thereto until such time as the entire Project is completed and accepted. All damage to the Job occurring prior to full completion and final acceptance of the Project as a whole, regardless of who caused such damage or how it occurred, shall be promptly repaired or replaced by Subcontractor at his own cost and expense.

20. **HOLD HARMLESS.** Subcontractor will hold Contractor harmless from any and all damages caused by defective workmanship or materials, and delays caused thereby, and will pay and reimburse Contractor for any and all such damages. In the event any dispute arises as to Subcontractor's workmanship or the quality of materials furnished, the decision of Contractor reasonably made and arrived at shall be binding.

21. **GUARANTEE.** Subcontractor guarantees Contractor and all future owners of the Project, or any portion thereof, against any loss or damage arising from any defect in materials and workmanship furnished under this Subcontract for a period of one (1) year from the date of issuance of a Certificate of Occupancy for each building final acceptance of the Project as a whole. Upon written notification of defects from Contractor or any such owner, Subcontractor shall proceed within twenty-four (24) hours of such notice with due diligence, at his own expense, to replace any defective material or perform any labor necessary to correct any defect in the Job. Upon failure of Subcontractor to do so, Contractor, or the affected owner, may furnish or cause, at Subcontractor's expense, such materials or labor as are necessary to bring the Job up to the required standard, all costs thus incurred becoming a debt immediately due and payable by Subcontractor, which debt Subcontractor shall pay to Contractor within fifteen (15) days after written demand from Contractor or the affected owner. This special one-year guarantee provided herein shall be deemed to be in addition to other contractual and statutory warranties of performance and not in lieu thereof.

22. **DELAY IN PERFORMANCE.** TIME IS OF THE ESSENCE of this Subcontract. Contractor may, from time to time, establish specific schedules for the pace and rate of performance of this Subcontract work and other portions of the Project work, including without limitation, benchmark dates or intermediate completion dates for various portions of the Project, a completion date for the entire Project, specific number of units to be completed within a given time period, and the numbers of qualified workers necessary, as determined by Contractor, to maintain the pace or rate of work established by Contractor. Subcontractor acknowledges his understanding that Contractor, in entering into this Subcontract, is relying on Subcontractor's ability and willingness to perform his work at the pace or rate as may be established by Contractor from time to time. Subcontractor shall prosecute the Job in accordance with

Contractor's Construction Sequence Schedule, and shall not violate work schedule, and shall not violate the completion of the work or subcontractor.

23. **SUBCONTRACTOR DEFAULT - TERMINATION:** In the event Subcontractor, at any time, fails to properly and diligently prosecute the Job, fails to pay its workers, sub-subcontractors or suppliers, or otherwise breaches a material provision of this Subcontract, and such failure or default is not corrected within forty-eight (48) hours after receipt of written notice from Contractor to do so, then Contractor may, at its option:

(a) Without taking over the work, provide necessary labor and materials or employ any other person or persons, including another contractor, to finish the work and provide the materials therefor at the expense of Subcontractor; or

(b) Terminate Subcontractor's right to further perform under the Subcontract and complete the Job at the expense of Subcontractor. If Contractor or its assigns terminate Subcontractor's right to perform under the Subcontract, Contractor shall have the right to use any materials, tools or equipment furnished by or belonging to Subcontractor to complete the Job without any compensation to Subcontractor for such use, and Subcontractor shall not be entitled to receive any further payment under the Subcontract until the entire Project has been completed, at which time, if the unpaid balance of the amount to be paid under the Subcontract exceeds the expenses incurred by Contractor in finishing the Job and any damages sustained by Contractor as a result of Subcontractor's default, such amount will be paid to Subcontractor, but if such expenses and damages shall exceed the unpaid balance, Subcontractor shall pay the difference to Contractor.

As used in this section, "expense" shall mean the actual cost incurred by Contractor, plus a marking allowance of 1.5% on such cost.

24. **DEFENSE OF PATENT:** Subcontractor shall defend all suits or claims for infringement of any copyright or any patent right that may be brought against Contractor, the Owner or the Architect arising out of the Job, and shall hold Contractor, the Owner or the Architect harmless from loss or expense thereof, except that Subcontractor shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer(s) is specified for use by the Contract Documents.

25. **CUTTING, FITTING AND PATCHING; WORK OF OTHERS:** Subcontractor shall, as a part of the Contract Price, do all cutting, fitting and patching of its work that may be required to make its several parts meet together properly and to fit it to receive or be received by the work of other subcontractors, shown in or reasonably implied by the Contract Documents. Subcontractor agrees to protect the work of others from damage as a result of its operations. Should Subcontractor cause damage to any separate subcontractor on the work, then Subcontractor agrees to compensate promptly such subcontractor in the event of its damage as provided in Section 18.

26. **CLAIMS OF SUBCONTRACTOR FOR DELAY OR DAMAGE:** Subcontractor expressly waives any and all rights to make claims or be entitled to receive any compensation or damages for failure of Contractor or other subcontractors to have related portions of the Job completed in time for the work of Subcontractor in progress.

27. **INSURANCE:** The Subcontractor and his sub-subcontractors shall during the continuance of the work under this Agreement, including when work is commenced thereunder, procure and maintain in force, at their sole cost and expense, insurance coverage in the limits and under the terms specified below. The insurance to be furnished by Subcontractor shall be issued by a company or companies acceptable to Contractor and authorized to transact business in the State of California. Subcontractor shall, within ten (10) days after the execution of this Subcontract or prior to his commencement of any work (whichever occurs first), provide to Contractor certificates of insurance evidencing that the required insurance coverage is in full force and effect, and such certificates shall provide, by endorsement, that the coverage therein provided shall not be cancelled, reduced or otherwise materially changed without thirty (30) days prior written notice to Contractor. In the event the coverage evidenced by any such certificate is cancelled, reduced or otherwise materially changed, Subcontractor shall procure new coverage and furnish to Contractor a new certificate conforming to the insurance requirements specified herein at least five (5) days before the effective date of such change. If Contractor fails to procure and maintain any insurance coverage required by this Subcontract, Contractor may, in addition to other remedies, procure such insurance and charge the expense to Subcontractor or terminate the Subcontract. All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than AV. All coverage forms must be acceptable to Owner and Contractor. If requested, Subcontractor shall provide certified copies of all such policies to Owner and/or Contractor within 30 days of such request. Contractor reserves the right but shall have no obligation, to procure the insurance or any portion thereof, for which Subcontractor is liable responsible and which is described in this section.

Contractor shall notify Subcontractor if Contractor exercises its right whenever Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to the Subcontractor, to require that Subcontractor reimburse the premiums and maintenance of any insurance for which Contractor has elected to become responsible pursuant to this section. In such event, the amount paid to Subcontractor by Contractor shall be limited to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverage. Such refund shall be payable pre- and post- upon Subcontractor's completed work at the date of such adjustment.

Subcontractor agrees to include in his agreement, with his sub-subcontractors all provisions mentioned in Section 27 herein and shall require of any and all of their sub-subcontractors to maintain similar insurance per Section 27 herein. Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operation by or on behalf of the Subcontractor creates higher than normal hazards and, may require that the Subcontractor name additional parties having interest as additional insureds. All policies required by this Agreement must contain a Waiver of Subrogation in favor of the Owner and Contractor. In the event that materials or any other type of personal property ("personal property") is required for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Compliance or failure to comply by the Subcontractor with the requirements included in Section 27 as to carrying insurance and furnishing certificates, shall not relieve the Subcontractor of his liability and obligations under this section. Insurance coverage and limits required are as follows:

1. **Subcontractor's Construction Documents Liability Insurance:**

Coverage A. Statutory Benefits
Coverage B. Employer's Liability
Bodily Injury by accident \$1,000,000 each accident
Bodily Injury by disease \$1,000,000 policy limit
Bodily Injury by disease \$1,000,000 each employee
Coverage must include a waiver of subrogation and assignment.

2. **Commercial Auto Insurance:** Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability amounts including but not limited to owned autos, hired or non-owned autos.

3. **Comprehensive General Liability or Commercial General Liability:**

a) **Contractor's General Liability:**
The limits of liability shall not be less than:

Cash	\$2,000,000
bodily injury	Damage per Occurrence
OR	
b) Commercial General Liability:	
The limits of liability shall not be less than	
Each Occurrence Limit	\$1,000,000
Personal Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
(other than Products/Completed Operations)	

The policy form must include:

- Products and Operations coverage with no explosion, collapse, or underground damage (OCU) exclusion.
- Products and Completed Operations coverage. (Subcontractor agrees to maintain this coverage for 10 years following the completion of his work by the contractor or until all applicable Statutes of Limitations expire, whichever length of time is longer.) Subcontractor further agrees to continue naming Contractor and any other parties in interest as Additional Insured(s) for the entire length of time as described above.
- Blanket contract coverage or its equivalent.
- Broad Form Property Damage coverage including completed operations or its equivalent.
- An endorsement naming Owner and any other parties in interest as additional insured(s) under the coverage specified under Insurance Requirement 1. Such endorsement shall contain the following provision:

"It is understood and agreed that C Commercial Construction, Inc., Bank of the West, Mountain Village Wells L.P., its officers, directors, agents, servants, employees, divisions, subsidiaries, partners, shareholders and affiliated companies are additionally named as insureds under this policy, with respect to legal liability or claims caused by, arising out of, or relating to the sale or construction, work or work product, of the named insured or of others performed on behalf of the named insured."

The above endorsement shall be acceptable as well as ISO forms CG2010S 11/93 or CG2026 11/93 or equivalent. ISO forms CG2016A or CG2016S 10/93 or their equivalent ARE NOT ACCEPTABLE. Any form that limits coverage to "ONGOING OPERATIONS" or otherwise does not grant additional insured status under the products/completed operations coverage IS NOT ACCEPTABLE. If the Subcontractor conducts a thorough search of available insurance companies who offer General Liability coverage and it is determined that ISO forms CG2010S 11/93 or CG2026 11/93 or their equivalent are unavailable, then ISO CG2016A or CG2016S 10/93 or their equivalent may be considered by the Contractor.

- Subcontractor coverage (if required by Contractor).
- An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- Coverage is to be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable except where "Products/Completed Operations" is required.
- An endorsement stating that any separate limits apply on a "per project" and on a "per location" basis.
- No endorsement relating to "retroactive construction" is to pertain to operations. All certificates of insurance furnished to Contractor must contain a notation that the policy does not contain an operations exclusion.

20. **INDEMNIFICATION:** Subcontractor shall protect, defend, indemnify and hold free and harmless Contractor, Owner and Lender, and their officers, directors, employees, representatives, and agents, from any and all obligations, liability, loss, claims, demands, fees, damages, costs, expenses (including attorney fees and all costs to enforce this indemnification), or causes of action whatsoever (hereinafter referred to as "Claims") in any way connected with or arising out of or alleged to arise out of the performance by Subcontractor of the Job and this Subcontract On, but not limited to, the following:

(i) Claims, including alleged defects in the construction of the Job, by the owner or future owners of the Property for damages to the Property resulting from or on account of, the improvements thereon, and property adjacent thereto, or any part thereof.

(ii) Claims for personal injury, including but not limited to, bodily injury, death, emotional injury, sickness or disease, sustained by any person (including any employees or agents of Subcontractor, Contractor, Owner) or for property damage of any kind, caused or alleged to be caused in whole or in part by any act or omission of Subcontractor, his sub-contractors, suppliers or anyone directly or indirectly employed by anyone of them or anyone for whose conduct they may be liable, whether or not such injury or damage is caused by a party indemnified hereunder. The indemnified liability obligation of Subcontractor shall apply regardless of any active and/or passive negligent act or omission on the part of Contractor or Owner; however, such obligation shall not apply to Claims arising from the sole negligence or willful misconduct of Contractor or Owner or from defects in design furnished by Owner.

(iii) Claims and fees for unpaid labor performed or materials used or furnished to be used on the Job, including all incidental or consequential damages resulting to Contractor from such claims or fees.

(iv) Claims, fines or penalties that may arise from any violation or infraction by Subcontractor of any safety, employment or other governmental law, regulation, or order.

(v) In case any suit or other proceedings shall be brought against Contractor or any other party indemnified hereunder concerning any Claims to which Subcontractor's indemnity obligation applies, Subcontractor shall, upon demand by Contractor, assume the defense thereof and defend the indemnified party at Subcontractor's own expense, and Subcontractor shall pay all costs and any judgment that may be rendered therein against an indemnified party.

(vi) Indemnity Not Limited - In any and all claims against the Indemnified by any employee of the Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whom any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any Workers' or Workers' Compensation acts, disability benefit acts or other employee benefit acts. Such indemnity is intended to apply during the period of this Contract and shall survive the expiration or termination of the Contract until such time as action or amount of any matter covered by such indemnity is barred by the applicable statute of limitations.

20. **INDEPENDENT CONTRACTOR:** Subcontractor is an independent contractor and is solely responsible and liable for payment of all federal and state taxes and insurance and contributions for social security and unemployment which are imposed by wages, salaries or other remuneration paid to Subcontractor's employees.

20. **CLEANER AND STORAGE:** Subcontractor shall maintain, to the satisfaction of Contractor, all work sites in a clean, neat and safe condition and shall comply promptly with any instructions from Contractor with respect thereto. As the Job is completed, Subcontractor shall remove from the site thereof, to the satisfaction of the Contractor, all of Subcontractor's rubbish, debris,

materials, tools and equipment used, if they are to promptly, Contractor may have the same to any place of my dumping ground, all at Subcontractor's risk and without incurring any responsibility to Subcontractor for its loss or theft. Subcontractor shall dispose of debris in dumpsites provided by the Contractor and as directed by its job superintendent. Subcontractor shall remove any surplus material or debris not placed in dumpsites completely from the Project. Upon completion of work, Subcontractor shall remove all surplus material and debris from the site.

31. **USEABLE EXCESS MATERIAL:** To the extent applicable, Subcontractor shall move, as the job or any portion thereof is completed, from the site thereof to the site or sites of the next work to be completed by Subcontractor, all useable excess materials, particularly materials supplied by Contractor. All materials supplied by Contractor shall be considered useable, unless Contractor advises Subcontractor to the contrary in writing. All excess costs suffered by Contractor by reason of Subcontractor's failure to use such useable materials in subsequent and succeeding work shall be charged against, and paid for by, Subcontractor and may be deducted from any payment or balance due Subcontractor hereunder.

32. **USE OF CONTRACTOR'S EQUIPMENT:** The use of any of Contractor's equipment, rigging, blocking, hoist or scaffolding by Subcontractor, whether leased or rented to Subcontractor by Contractor, shall be upon the distinct understanding that Subcontractor shall accept and use the equipment, rigging, blocking or scaffolding at his own risk and under the same "as is", and Subcontractor assumes all responsibility for and agrees to hold Contractor harmless from all claims or damages whatsoever resulting from the use thereof, whether such damage results to Subcontractor or its own employees or property or to other persons or the employees or properties of other persons and regardless of any active and/or passive negligent act or omission on the part of Contractor or Owner; however, such obligation shall not apply to claims or damages arising from the sole negligence or willful misconduct of Contractor or Owner. Nothing herein contained shall be deemed to permit any such use by Subcontractor without the prior written consent of Contractor.

33. **PERMITS AND LAWS:** Subcontractor shall promptly obtain, at his expense, and before commencing any portion of the Job, all permits and licenses required for the Job. Subcontractor shall comply with all laws, ordinances, rules, regulations, orders and requirements of the applicable city and county government, the State and Federal government, and of any board or commission or any other duly qualified body having jurisdiction, which shall or might affect or apply to the Job, including State of California Occupational Safety and Health Standards Board. Subcontractor shall exhibit such such required permits or licenses to Contractor upon its request.

34. **PREVAILING WAGES AND SAVINGS:** In the absence of a controlling collective bargaining agreement, Subcontractor understands and agrees that the wages to be paid by Subcontractor to laborers and mechanics employed by Subcontractor in the construction of this Project, or any part thereof, shall be a wage not less than the wages prevailing for the corresponding classes of laborers and mechanics employed on construction of similar character in the locality of the work to be performed hereunder, and prevailing wages to be payable in the manner and in accordance with all applicable Federal, State, County, City and local wage laws. As a condition precedent to any payment hereunder, Subcontractor shall submit to Contractor with each and every request of the work completed or completed, a certificate in a form acceptable to Contractor certifying that he has complied with the provisions of this section. Subcontractor hereby authorizes Contractor to inspect and make copies of Subcontractor's books, papers and accounts with respect to this Subcontract from time to time, for the purpose of verifying that Subcontractor is paying prevailing wages to his laborers and mechanics. Subcontractor shall maintain payroll records during the entire course of the Job, and Subcontractor shall preserve said payroll records for a period of not less than three (3) years from the date of completion of the Job. Subcontractor's payroll records shall contain the name and address of each employee who works for Subcontractor on this Project, his current classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Subcontractor agrees that upon failure to fully comply with the provisions of this Section 34, Contractor may withhold from the Subcontractor any payment or advance payable to Subcontractor hereunder. Subcontractor further agrees that any failure to fully comply with the terms of this Section shall be deemed a material breach of this Subcontract. Subcontractor shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged and employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Subcontractor shall at all times observe and comply with, and shall cause all the Subcontractor's agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having jurisdiction or authority over the work, and shall protect and indemnify the Contractor, and all its employees thereof connected with the work against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the Subcontractor or the Subcontractor's employees. In particular, but not limited to, Subcontractor shall comply with the provisions of Sections 1774 and 1775 of the California Labor Code.

35. **ASSIGNMENTS:** Subcontractor shall neither assign nor subcontract the whole or any portion of this Subcontract without first obtaining in writing and every written permission in writing from Contractor, and then only subject to, and upon the same terms and conditions, as the provisions of this Subcontract. Any permission granted by Contractor shall not be deemed permission to any subsequent assignment or subcontract. Any assignment or subcontract by Subcontractor made without the consent of Contractor as herein provided shall be null and void and shall at the option of Contractor be grounds for termination of this Subcontract. Any such assignment or subcontract shall contain all of the provisions of this Subcontract and shall require the assignor or subcontractor thereunder to be directly liable to Contractor in all respects as herein required of Subcontractor. Any assignment of this Subcontract or assignments of payments permitted by Contractor shall be submitted to the Contractor for its prior written approval and shall not be binding upon Contractor until so approved. No assignment shall relieve Subcontractor from his duties, obligations and liabilities hereunder, unless specifically relieved in writing by Contractor.

36. **LINEN:** Subcontractor shall pay when due all claims for labor or materials incurred by him in the performance of this Subcontract. Should any sub-subcontractor, supplier, trust fund, or other party providing labor or materials for the Job record a claim of lien against the Property or file a stop notice with the Owner, upon demand of Contractor, Subcontractor shall, no later than the (10) days from receipt of the demand and at its own expense process, furnish and record an appropriate statutory release bond which will extinguish or remove any such lien or stop notice, or shall otherwise satisfy and discharge such claim. In the event Subcontractor shall fail to do so, Contractor is hereby authorized to use whatever means it may deem best to cause the lien or stop notice to be extinguished or removed, and the cost thereof, including reasonable attorney's fees incurred by Contractor, shall become immediately due from Subcontractor to Contractor. Subcontractor may contest any such claim, provided that he first shall cause the lien or stop notice related thereto to be extinguished or removed.

37. **INSOLVENCY OR BANKRUPTCY:** In the event Subcontractor becomes insolvent, is unable to pay his current obligations or commits any act of bankruptcy, Subcontractor shall be considered as being disabled from performing the Job, and this Subcontract may be terminated at the option of Contractor upon twenty-four (24) hours written notice to Subcontractor. If an order for relief is entered under the Bankruptcy Code as to Subcontractor, Contractor may likewise terminate this Subcontract upon giving forty-eight hours written notice to Subcontractor, its trustee, and its surety, if any, unless Subcontractor, its trustee, or surety promptly cures all defaults, provides adequate assurance of future performance, compensates Contractor for losses sustained from such defaults, and timely assumes the obligations of Subcontractor. Subcontractor hereby authorizes all financial institutions, associations and individuals to disclose to Contractor Subcontractor's financial status, assets and manner of meeting obligations. Subcontractor shall file with

Contractor within thirty (30) days after the month of January, April, July and October. Should Subcontractor fail for any reason to furnish any financial statements as hereinabove required, Contractor may at its option, terminate this Subcontract. All financial statements shall be statements certified by a public accountant.

38. **DEATH OF SUBCONTRACTOR:** If Subcontractor is a sole proprietor, his death shall automatically terminate this Subcontract.

39. **JOB SITE SUPERINTENDENT:** During the performance of the Job, Subcontractor shall furnish to the Job site skilled labor, adequate and suitable materials and a qualified superintendent or foreman to act as the representative of Subcontractor on the Project, with the right and power to obligate Subcontractor. Such superintendent or foreman shall at all times be satisfactory to Contractor and shall not be changed without the written consent of Contractor. Upon oral or written notice from Contractor that such superintendent or foreman is unsatisfactory to Contractor, Subcontractor shall promptly replace him with a person satisfactory to Contractor.

40. **LIST OF SUPPLIERS:** At Contractor's request, Subcontractor shall, within ten (10) days of execution of this Subcontract, provide in writing a list of names and addresses of all sub-subcontractors, materialmen and other suppliers who will supply labor, materials or equipment to Subcontractor for the Job. The written list of suppliers shall, upon receipt by Contractor, be attached to this Subcontract and shall be made a part hereof. Subcontractor shall not have the right to change any of the suppliers without first obtaining written permission of Contractor. Subcontractor warrants that the list of suppliers who will supply Subcontractor shall be the only suppliers for Subcontractor for the Job.

41. **DELIVERY RECEIPTS ON MATERIALS:** Upon Contractor's request, Subcontractor shall furnish Contractor with a duplicate copy of all delivery receipts for materials delivered to Subcontractor at or for use on the Job within twenty-four (24) hours after each delivery.

42. **TIME OF RESCUE AND WAIVER:** All time limits stated in this Subcontract are of the essence to this Subcontract. A waiver by Contractor of any breach of any one of the terms or conditions herein contained shall not be construed as a waiver of any subsequent breach. Any consent by Contractor to a delay in the performance of Subcontractor of any obligation to be performed by Subcontractor shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the fulfillment of any remedy by Contractor in the event of a breach of any term or condition hereof, or the exercise by Contractor of any right hereunder, shall not be construed as a waiver.

43. **UTILITIES:** Contractor shall furnish at his own expense all utilities, including, but not limited to, electrical power, lighting and water needed to properly perform the Job. Subcontractor to provide electrical cords, right standards (for test purposes) and water hoses for attachment to Contractor provided utilities.

44. **DATA FURNISHED BY SUBCONTRACTOR:** When requested by Contractor, Subcontractor shall, at his own expense, furnish promptly any number of prints, of his shop drawings, schedules, reports, or any other data that may be necessary in the operation of Contractor for distribution among other subcontractors and to Contractor for proper performance or clarification of work.

45. **SUBCONTRACTOR'S WARRANTIES AND REPRESENTATIONS:** As a material inducement to Contractor to enter into this Subcontract, Subcontractor warrants and represents as follows:

- (a) Subcontractor is familiar with all requirements of the Subcontract and Contract Documents.
- (b) Subcontractor has investigated the Project and has satisfied himself regarding the character of the work and local conditions that may affect it or its performance.
- (c) Subcontractor is satisfied that the Job can be performed and completed as required in this Subcontract.
- (d) Subcontractor accepts all risk, directly or indirectly connected with the performance of this Subcontract.
- (e) Subcontractor warrants that in entering into this Subcontract he has not been influenced by any statement or promise of Contractor or its representative but only by the Contract Documents.
- (f) Subcontractor is financially solvent.
- (g) Subcontractor is experienced and competent to perform this Subcontract.
- (h) Subcontractor is qualified, licensed in good standing and authorized to do business as a contractor in the State of California.
- (i) Subcontractor is familiar with all general and special laws, ordinances, and regulations that may affect the Job, its performance, or those persons employed thereon.
- (j) Subcontractor is familiar with the tax and labor regulations and with rates of pay that will affect the work hereunder.

(k) All work shall be performed by mechanics skilled in this type of work and as required by the County, State of California Occupational Safety and Health Standards Board and any other relevant governing public agencies, and shall provide adequate protection necessary for the safety, health and well being of his employees and others for his period of contracted work.

46. **PUBLICITY:** Subcontractor shall not disclose or make public in any news media or any process associated with the news media or by advertisement or by public release of any kind or nature the fact that Subcontractor has entered into this Subcontract with Contractor, unless such public release is first approved in writing by Contractor.

47. **CONFLICT OF LAW:** The laws of the State of California shall govern the interpretation, validity and construction of the terms and conditions of this Subcontract.

48. **SEVERABILITY:** Should any provisions of this Subcontract, or any part thereof, prove to be invalid or otherwise unenforceable, then such provision shall remain in effect to the extent permitted, and the other provisions of this Subcontract shall remain in full force and effect.

49. **PLACE OF PERFORMANCE:** Execution of this Subcontract shall be at Contractor's Principal place of business in the City of Newport Beach, County of Orange, State of California and the County of Orange, State of California, shall be deemed the place of performance of this Subcontract for all legal purposes.

50. **HEADS AND ABBREVS:** This Subcontract shall have to the benefit of and be binding on the heirs, executors, administrators and successors of the respective parties hereto, and the assigns of Contractor.

51. **NOTICES:** All notices, statements, demands, applications and other communications to be given by a party under or pursuant to the Subcontract shall be in writing. Service of any such writing may be accomplished by personal service of said writing, by use of first class mail, by Federal Express or other overnight service, or by facsimile transmission. The writing shall become effective at the time the writing is received by the party being served. Personal service may be made by delivering the writing to the master representative of the recipient party at the Project site or to a person in charge at the office of the recipient party. Service by mail or facsimile transmission shall be sent to the recipient party at its office address specified in the Subcontract, or to such other address as either party may designate for itself by written notice to the other. A duplicate hard copy of any writing served on a party by facsimile transmission shall also be sent to such party, on the same day or as soon as possible thereafter, by first class mail or overnight service; such writing shall, nevertheless, become effective at the time the facsimile transmission is received.

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52. **SUPPLEMENTAL BC.** See attached hereto as Schedule A - Scope of Work, D - Payment Schedule as incorporated herein by reference.

SUBCONTRACT AGREEMENT SUPPLEMENTAL SCHEDULE
B - Contract Documents, Schedule C - Project Specifications

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53. **SAFETY REGULATIONS:** Subcontractor shall comply fully with all laws, codes, ordinances, rules, regulations, standards and statutes with respect to occupational health and safety, accident prevention and safety equipment and practices, including any accident prevention and safety program of Owner or Contractor, and use of any hazardous substances. Subcontractor shall conduct inspections to determine that safe working conditions and equipment exist, and accept sole responsibility for providing a safe place to work for his employees and for the employees of his sub-subcontractors and suppliers. Whenever the Subcontractor's operations increase a condition hazardous to traffic or to the public, he shall furnish, erect and maintain such fences, barricades, traffic signs, lights, signs and other devices as are necessary to prevent accidents, damage or injury to the public.

54. **ACCIDENT REPORTS:** Subcontractor shall immediately report to Contractor all accidents occurring on the site or in any way connected with the performance of the Job which result in death or injury to persons or in damage to property.

55. **RESERVED GATE SYSTEM:** Contractor may at any time establish a Reserved Gate System. Upon receipt of notification by Contractor, Subcontractor shall abide by the terms and conditions established for such Reserved Gate System and take all reasonable steps necessary to insure the peaceful operation of the Reserved Gate System. Subcontractor shall advise Contractor of the union affiliation, if any, of each supplier who will supply Subcontractor for the Job and Subcontractor shall use his best efforts to insure that all his suppliers cooperate with and honor the terms of the Reserved Gate System.

56. **JOB SITE RESTRICTIONS:** Subcontractor shall notify his employees, sub-subcontractors and suppliers that the following Job site restrictions shall apply and shall be strictly enforced:

(a) No alcoholic beverages or prohibited non-prescription drugs will be brought to, or taken or consumed on, the Project site at any time.

(b) The playing of amplified broadcast music or recordings, at any level, will not be permitted on the Project site; and

(c) No children or pets are permitted on the Project site.

Violation of any of the above restrictions shall constitute a material breach of this Subcontract and the employee or other individual involved in the violation shall be removed immediately from the Project site.

(d) Working Hours: No construction shall be performed within a half mile of any residence between the hours of 8:00 p.m. and 7:00 a.m. from Monday through Saturday and at any time on Sundays or holidays. Maintenance may be performed as needed but not to the extent that the noise could be deemed a nuisance. Saturday work shall be subject to the approval of the Contractor's Project Superintendent.

(e) No toxic or hazardous materials or substances shall be stored on jobsite at any time. All toxic waste shall be properly disposed of offsite, including, but not limited to, paint cans.

(f) The Subcontractor's right of entry is restricted to his representatives, suppliers, subcontractors, agents and employees. All other persons seeking entry shall be referred to Contractor's Project Superintendent.

(g) Subcontractor will be permitted into the work area only at points designated by Contractor.

57. **MISCELLANEOUS:** Subcontractor shall notify his employees, sub-subcontractors and suppliers that the following shall apply and shall be strictly enforced:

(a) Storage Sites: In the event an area is required by Subcontractor for prohibition under storage of materials, Contractor shall provide a location only, if one is available. Subcontractor shall provide all temporary storage and shop areas that are required at the site for the safe and proper storage of materials, tools and other items used in the performance of this work. These areas shall be constructed in only approved locations and shall not interfere with the work of any other subcontractor. Subcontractor shall provide his own temporary power (saw cords, etc.) sanitary facilities, and any other items necessary for the storage site. If some of the site are used by Subcontractor for storage, a key or lock combination shall be left with the Contractor's Project Superintendent. Any materials stored are to be kept clear of posted building permits. Any materials delivered to the site shall be stored so as to cause the least possible obstruction to the premises and distributed so as to prevent overloading to any portion of the structure. No material or equipment shall be stored where it will interfere with the flow and safe passage of public traffic; and at the end of each day's work and at other times when construction operations are suspended for any reason, Subcontractor shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.

(b) Subcontractor shall locate his equipment maintenance yard in an area selected by Subcontractor and approved by the Contractor. Any relocation of the yard by the Subcontractor shall be done at his expense to Contractor. Subcontractor shall pay strict adherence to the acceptable operation laws and make all possible efforts to limit noise and exposure of equipment to existing residences.

(c) Prior to installation, Subcontractor shall carefully inspect the installed work of other trades, including field measuring of openings if applicable, and verify that all such work is complete to the point where this installation may commence. Subcontractor shall verify the completed installation will be in strict accordance with the approved shop drawings. In the event of discrepancies, problems, or omissions, Subcontractor shall immediately notify Contractor. Subcontractor has also visited the site and has notified himself with all site conditions and has agreed to watch existing materials (if applicable).

(d) Protection: The Protection of materials and equipment, furnished under this Agreement, either in transit, stored or installed, shall be the responsibility of the Subcontractor until final acceptance of the Project as a whole. Subcontractor shall, at all times, protect and care for any and all improvements covered under this Agreement and the work of other trades during his complete operation for the full term of this Agreement and shall be held responsible for any and all actions necessary to correct damage caused by his operation or caused by other subcontractors from Subcontractor's failure to provide adequate protection. Unless otherwise specified, full compensation for furnishing all labor, materials and equipment for the protection, restoration or replacement of any damaged property of improvements, whether due to errors or omissions on the part of the Subcontractor, or due to the elements, or caused by other subcontractors from Subcontractor's failure to provide adequate protection, shall be considered as included in the contract sum with no additional compensation made thereof. All protection, restoration and repair shall meet with the approval of the Contractor and all governing public agencies. Subcontractor shall also protect and be fully liable for any damage to adjacent property caused by his operation or caused by other subcontractors from Subcontractor's failure to provide adequate protection, including, but not limited to, all curbs, gutters and paving.

(e) Subcontractor's equipment (forklifts, mobile cranes, etc.) is restricted for his work exclusively; however, location of this equipment must be in compliance with the direction of the Contractor's Project Superintendent. Subcontractor shall take care when operating his equipment to prevent any damage to pavement, curbs, signs, and other property.

(f) Subcontractor shall assign one foreman or superintendent (Designated Representative) to the Job that is knowledgeable in all aspects of Subcontractor's work. The Designated Representative shall cooperate fully with Contractor's Project Superintendent in performance of the Job.

(g) Subcontractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public.

(h) Rain Damage shall be the responsibility of the Subcontractor Contractor

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(1) Subcontractor shall a
 58. **ARBITRATION** All disputes between Contractor and Subcontractor arising out of or related to this Agreement, or the breach thereof, shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be heard and determined by one arbitrator. The arbitrator shall have no power to award any punitive damages. The arbitration shall be conducted and the hearing thereof shall be held in the County of Orange.

Provided, however, that Contractor shall not be obligated to and may elect not to arbitrate any dispute if Contractor, in order to fully protect its interests, desires in good faith to bring in or make a party to any such dispute the Owner or any other third party who has not agreed to, is unwilling to, or cannot be compelled to participate and be bound by the same arbitration proceeding. If Contractor elects not to arbitrate, then such disputes shall be resolved by litigation in a court of law situated within the State of California.

Contractor
G COMPANIES CONSTRUCTION, INC.

Date:

By:

Name: Vince J. Mahan

Title: Vice President

California State License No.: 865678

Subcontractor
AMPAM PAKES MECHANICAL

Date:

By:

Name: Charles E. Parks, III

Title: President

California State License No.: 715247

Contract No.: MM52-1028

**SCHEDULE A
SCOPE OF WORK**

GENERAL

- a. Trrenching for groundwork to be performed with a wheel; if a backhoe is required, cost differential will be valid Contract extra
- b. Backfill
- c. Compaction (mechanical)
- d. Supply and install fixtures per the attached fixture schedule
- e. Title 24 requirements
- f. Pans (city license only)
- g. Clean up
- h. Connections to water and sewer stubs 5' outside building
- i. Roof drains and overflow, min water headout
- j. Restroom building, kitchen, bath and exterior shower and water and sewer within 5' of building to pool equipment vault
- k. Provide gas hook-ups for BBQ's supplied by others
- l. Drinking fountain, electric
- m. Common laundry areas
- n. Floor drains with trap primer
- o. Roof vents with flash; lead flashing specifically excluded and full cedar flashings excluded

SEWER SYSTEM

- a. Sewer system 5' out with connection and clean out to grade
- b. Cast iron waste lines above grade, if required by code only
- c. PVC or ABS waste lines below grade
- d. Floor clean out, exterior clean out set in boxes, well clean out
- e. Tub drains
- f. Primary connections to Lavatory trap
- g. Secondary connections to in use floor drains
- h. Restroom building kitchen, bath and showers
- i. Stub to pool area

GAS SYSTEM

- a. Gas piping (schedule 40 black steel) or CSST
- b. Pipe gas to the following fixtures with final connection
 - Water heaters
 - Log lighter at Restroom building, connection by others
 - Laundry rooms (dryers), gas only
 - Barbeques, furnished by others
 - Pool equipment (400,000 BTU heaters) stub out, final connection by others
- c. Gas pressure regulators as required

WATER SYSTEM

1. Water system 5' out and connect
2. Temporary water hook-ups
3. PEX/PPVC
4. Reduced pressure device by others
5. Vibration isolators per plans
6. Trap primers
7. PVC (schedule 40) pipe - 1-1/2" and smaller
8. PVC (schedule 40) pipe - 2" and larger
9. Floor drains (washing machines, pool equipment room, etc.)
10. Full flow ball valves
11. Ball valves at the coil valve, include a non-mechanical loop to HVAC fan coil, connection to fan coil by others
12. Sound transmission control per Code
13. No radiator valves and valves complete with bon
14. Pipe hangers and schedule marking
15. Hydramatic
16. Allow for a sediment at each unit, tee and jumper furnished by others

MISCELLANEOUS ITEMS

1. Furnish and install the fixtures and materials per Material Schedule set forth in the plans. Subcontractor shall furnish Contractor with complete specifications and brochures for all plumbing fixtures, prior to commencing work. No substitutions or fixture changes shall be allowed, unless said change has been previously agreed to in writing by Contractor.
2. Dishwasher will be delivered and installed to each unit by others, dishwasher to be connected with 1/2" water line.
3. Rough plumbing included in foundation and sink to be installed in coordination with concrete Subcontractor.
4. All cutting, notching, and/or drilling pipes shall be carefully and neatly done.
5. All fixtures shall be carefully set and square with trim, floor, and wall lines.
6. Rough-in for fixtures shall be carefully and accurately done. Off-setting of traps and supplies to meet fixtures will not be acceptable.
7. Rough in complete for washing machines, with trap, stand pipe and hose bibs in all laundry facilities set in recessed boxes.
8. Subcontractor shall be responsible for scheduling all tests and inspections required by plumbing Code of the City and County for the work herein.



9. Subcontractor shall furnish and deliver to the Contractor the proper joints for all plumbing vents. Note: Storm collars and under flashings excluded.
10. Subcontractor shall provide insulating suspension clamps and through-roofing pipe insulation as manufactured by Specialty Products Company, or approved equal.
11. Subcontractor shall provide two (2) sets of plumbing schematics and ground work layouts to the Contractor prior to start of any work.
12. The Subcontractor shall arrange and pay for use of prints of plumbing, water and gas drawings which he shall alter to show all changes made to the original layout, all hot and cold water line locations, shut off valves, pressure regulators, (if required) gas lines, and sewer clean out locations. These drawings shall be kept current. The Subcontractor shall deliver "as-built" completed to the Contractor when the job is finished and accepted. "As-built" must be submitted to and approved by Contractor prior to release of any retainers to the Subcontractor.
13. Subcontractor shall verify that types of materials, pipe sizes, etc. will meet local code requirements prior to installation and notify contractor immediately of any discrepancies. All pipes and "rough-in" equipment shall be connected in walls.
14. Furnish and provide equipment for testing plumbing installations.
15. Subcontractor shall be responsible for the protection of the work of other trades adjacent to this Subcontractor's work.
16. Subcontractor shall determine and verify any conflicting structures, storm drains, or other utilities prior to construction.
17. 20. All openings in pipes, drains, and flings shall be properly covered during construction to prevent obstructions in pipes. The Subcontractor is to determine subject to the approval of the Contractor, the exact dimensions and positions of cutting which may be required in floors, roofs, ceilings and walls for the passage of piping, ducts, tubes, etc. The area of any opening is not to be larger than absolutely necessary to the proper fitting of the piping, ducts, tubes etc. The Subcontractor shall furnish plans and elevations, where necessary, showing the sizes and locations of all cuts and required fittings through the building structure, and the other suspension joints. Should the Subcontractor neglect to perform this preliminary work and should cutting be required as a result in order to install piping, duct work and other equipment, the expense of this cutting and restoring of services to their original condition shall be borne by the Subcontractor.
18. Subcontractor shall be responsible to check all dimensions to ensure correct pipe alignment into floors and walls. Walls will not be moved for plumbing.
19. Subcontractor shall guarantee his work for one year and shall be responsible for all warranty work during this period.
20. Material and installation shall conform to specifications.
21. Subcontractor accepts responsibility for all Title 24 landscaping requirements. This shall include, but not be limited to; plumbing fixtures, valves, mounting heights, etc.
22. Subcontractor shall not penetrate any interior siding or trim with condensate lines.
23. Subcontractor shall provide all trenching and backfill; all trenches shall be compacted to obtain optimum 90% minimum relative density.
24. Subcontractor shall coordinate and schedule installation of floorplan shower units with manufacturer as well as any other related Subcontractors.
25. Subcontractor shall furnish and install electric coded draining systems as specified at recreation building.

SEWER

1. Building sewer system shall be ABS.
2. Vent piping shall be ABS throughout building, unless otherwise allowed by code.
3. Subcontractor shall furnish and install primary condensate lines for air conditioning as required. Primary condensate shall be trapped to inventory waste, secondary shall be a float switch.
4. Subcontractor shall furnish and install cast iron soil lines to water closets.
5. Plumbing vents to be installed where provided, and allowed by code, before penetrating roof. No plumbing vents to penetrate roof within 5' of separation wall.
6. Subcontractor will shut-out from building, with sewer line, a distance of a minimum of five (5) feet. Exception: Sewer line shut-out shall be extended so that it projects beyond any masonry walls, concrete plans, side walls, or any other obstructions on all front elevations. Outside shut-outs shall be finished and installed by Subcontractor, 12" below grade at rough. After finish grade is complete, clean-outs will be raised to final finish grade elevation. Subcontractor shall make all connections to sewer lateral inside five (5) foot envelope of building.
7. Subcontractor shall furnish and install floor drains complete including trap primers at all locations shown on plans. Trap primers shall be adjustable with access panels. This includes commercial kitchens.
8. Clean out covers shall be pre-cast concrete or steel in hard surface areas, concrete or plastic in Landscaping areas.

GAS

WJ 16

1. Gas system shall be Schedule 40 black iron in accordance with Building Dept. permit requirements. (Note: Gas pipe leading from gas lighter valve through wall shall be galvanized. CSST is an approved alternate.)
2. Subcontractor shall furnish and install all gas lines from the project side of gas meter to the following locations:
 - a. Water heaters
 - b. Log Lighter @ Recreation building, connection by others
 - c. Clothes Dryers, connection by others
 - d. Barbecue stoves only, final connection by others
 - e. Pool heaters stoves only, final connection by others
3. A gas shut-off valve shall be installed at each gas appliance or place of equipment.
4. Run gas lines as required from Southern California Gas Company meters to gas rate appliances.

WATER

1. Rough-in for shower shall be such to accept installation of shower head at 69" above finish floor.
2. Subcontractor shall supply and install lavatories and sinks.
3. Water services outside of buildings shall be plastic PVC Schedule 40 as approved by government bodies.
4. Water piping below slab shall be CPVC/Pex.
5. Water heating system shall be gas.
6. Subcontractor shall furnish and install water system in buildings. Heat tubes to be located five feet clear of plant-ers. All work shall be in accordance with all applicable building codes and per plumbing code. Water service to heat tubes, shall be of 3/4" diameter pipe. Include antichamber valves, per approved by local code.
7. Subcontractor shall make final connect to F.O.C. at 5'-6" outside building (at least 18" below finish grade) with copper riser at building foundation, include shut off extending from below grade in accordance with all applicable building codes and per plumbing code of the City and UDC.
8. Mixing of brass and non-brass metals in water piping is prohibited.
9. Design water pressure for calculations per plans.
10. All continuously circulated hot water supply and return piping in any location interior or exterior shall be insulated with preformed, flexible foam rubber, spray on foam or poured in place type of insulation.
11. Subcontractor shall be responsible for trenching, backfill and mechanical compaction. Backfill with native only.
12. Provide and install pressure regulators where required.
13. All shower valves shall be Pressure Balanced with anti-siphon device.
14. Subcontractor shall install tankless back-up complete with flush box and shut off valves in each unit.
15. Subcontractor shall install ball valves on the supply and return lines between the hot water heater and the fan coil unit. Valve locations shall be determined by building code.
16. Subcontractor agrees to meet the minimum specific production schedule as outlined herein, changes shall be allowed only if agreed to in writing by Contractor:

Underground Rough and finish units	Two (2) working days/building Ten (10) to sixteen (16) units per working day
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The above schedule predicated on no delays by other trades.
17. Water system shall be run as water services for each apartment unit may be separately submetered, by others. A separate non-metered loop shall be run to each unit HVAC fan coil.
18. Should the Contract be adjusted due to the volatility of copper pricing, Subcontractor will substantiate their original materials costs with the current rate of materials. If the costs decrease/increase the change clause (Article 7) will prevail.

EXCEPTIONS

The only exceptions to this contract are noted below:

- Plan check and Permit fees
- Water meters
- Water and sewer measurements
- Dryer vents
- Submeter meters
- Lead flashing and full exterior flashing
- Fire caulking penetration
- Force Majeur - Should disruption of supply chain/material flow or substantial price increases occur outside of Subcontractor's control, and conditions shall allow for additional price adjustment to initial Contract amount



The following plans and other documents listed below constitute the Contract Documents:

[illegible]

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- all underground piping. It be required depth. The bottoms of shall be graded to provide
- B. At all underground piping, provide more than 6 inches minimum protection at different services. Diameter shall be at least 12 inches above the top of any sewer or existing. Separate piping for overhead water with that piping is adjacent to wall being served and second thereafter can be placed between the separate systems to minimize sound transfer between walls.
- C. The Subcontractor shall furnish all pipe supports required for his equipment and materials. All horizontal runs of piping shall be supported by pipe clamps, spaced as follows:
1. 2-inch diameter and larger copper piping: 30-feet.
 2. 1-1/2-inch diameter and smaller copper piping: 6-feet.
 3. PVC Piping: 4-feet.
- D. Soil and Waste Piping At each joint
- E. (Additional supports shall be provided where required to prevent sagging. Hangers for copper pipe shall have nylon insulated hangers or pipe shall be wrapped with 1/2 inch.)
- F. Insulated soil and waste piping shall be given a grade of 1/8-inch per foot where possible, but in no case less than 1/8-inch per foot. Insulated waste lines receiving the discharge from two (2) or more fixtures shall be provided with and vent unless separate venting of fixtures is provided. Changes in pipe size on waste, soil and drain lines shall be made with reducing fittings or standard reducers. Changes in direction shall be made by the use of 45-degree wyes, half-tees, except that sanitary tees may be used on vented stacks and short quarter bends may be used in soil and waste lines where the change in direction of flow is from the horizontal to the vertical, per Code.
- G. Each plumbing vent under soil stack projecting above the roof shall be finished with standard roof-mounted flashings. Flashings shall be sheet metal with rubber-gaskets. Flashings shall extend into roofing a minimum of 12 inches or distance specified by local code.
- H. Cleanouts shall be provided where indicated on the drawings, or where required by code, to provide access to all lines and at each change in direction greater than 45-degrees and in each horizontal run at intervals not exceeding 50-feet in 4-inch or smaller and 100-feet in larger than 4-inch soil, waste and drain lines. Cleanouts shall be same size as pipe except cleanouts larger than 4-inches will not be required. Where cleanouts occur in walls of finished areas, they shall be concealed behind screens placed across covers.
- I. All fixtures shall be complete with all necessary valves. All exposed metal parts shall be chrome-plated-brass.
- J. All gas equipment connections shall be provided by an all brass flat or square head plug-type gas cock. Braided gas piping, as required, to all equipment requiring gas service, including equipment furnished and not by others.
- K. All gaspiping lines shall be tested under air pressure as required by Code. Should any pressure drop occur, all joints shall be tested with soap suds and all leaks repaired.
- L. All water piping shall be insulated per the same energy code and as required by the local jurisdiction.
- M. Coordinate with pool contractor and finish and install all rough-in as required.
- N. All fixtures shall meet or exceed the state water conservation regulations.
- O. Insulate all water piping from structure with insulation or felt pads.

END OF SECTION 15-0000 - PLUMBING FIXTURES

SECTION 15-0100 - SUMMERSYSTEMS SYSTEMS (SUPPLIED BY OTHERS)

1. PART 1 - GENERAL
 - 1.1 RELATED DOCUMENTS
 - A. Provisions established within the General and Supplementary Conditions of the Contract, Division 1 - General Requirements and the Drawings are collectively applicable to this Section.
 - 1.2 SECTION INCLUDES
 - A. Water Summertime System.
 - B. Gas Summertime System.
 - 1.3 SUBMITTALS
 - A. Submit three in accordance with Section 01-1540 - Submittals.
 - B. Product data including all pertinent technical, construction, finish, performance characteristics and installation criteria.
 - C. Shop drawings including installation, dimensions, and quantities.
 - 1.4 DELIVERY, STORAGE AND HANDLING
 - A. Deliver, store, handle and protect products in accordance with section 01-1613 - Delivery, Storage and Handling.
 - 1.5 COORDINATION
 - A. Coordinate the work of this section with work of all other affected sections per Section 01-1040 - Coordination.
2. PART 2 - PRODUCTS
 - 2.1 WATER SUMMERTIME SYSTEM
 - A. Contractor shall:
 1. Supply and install a 3/4" x 3/8" Cold Water Meter which meets AWWA Spec C700. Meter shall be equipped with a Fern C° communication output to interface with Master Tek International, Inc. Model 8998-014 POC.
 2. Supply, install, and maintain two (2) twisted pair shielded 24 AWG gauge wire from the water meter function to a location within the structure or to an adjacent structure if applicable.
 3. Supply and install the necessary Model 8998-014 POC to monitor all Water Meters from the Water meter location to a location within the structure or to an adjacent structure if applicable.
 4. Supply and install six (6) twisted pair shielded and grounded wire in a daisy chain configuration with the site to all buildings.
 5. Utilize Local phone company phone line to connect POC with central station.
 6. Coordinate with Master Tek International, Inc. to ensure that design is proper for this application.
 7. Supply and install one (1) Central Station Model 8998-00 8 by Master Tek International, Inc.
 - B. System Requirements
 1. Each POC location will require a 120 Vac unswitched circuit.
 2. Each Central Station will require a dedicated unswitched 120 Vac circuit and a dedicated bell system ringing line.
 3. The Central Station must be housed in an environmentally friendly atmosphere with a temperature no greater than 80 degrees F nor lower than 45 degrees F.
 - 2.2 METER INSTALLATION
 - A. Meter Description
 1. The specified water meter is an industry-standard utility grade water meter, which meets AWWA C-700 or C-700 specifications. Each meter is designed to accurately measure and display the accumulated water flow in U.S. gallons or cubic feet. The meter is equipped with an integral dry-contact reed switch which opens and closes in proportion to the volume of water flowing through the meter register. The meter is installed at the point-of-entry of water service into each apartment immediately downstream from the cold-water supply shut-off valve to allow measurement of all water consumed in the apartment. The mechanical engineer, architect, and building codes determine meter size being based upon the manufacturer's published Flow and Head Loss characteristics.
 2. Meter Technical Specifications (Approved manufacturers: Kent, Honey, Badger, or other as specified/approved by owner)
 1. Meter Body
 - a. Shown case of 81% copper composition, with externally threaded ends. Meter body design incorporates vane-type to aid installation.
 2. Dimensions



3. **Installation**
 - a. The unit is to be installed a minimum of 2" from the finished wall in a location accessible for maintenance, service, and inspection. Where possible, allow at least 6" of open space around the unit. Avoid installing the submeter behind permanent equipment such as water heaters, HVAC units, or ductwork, if possible. To maintain AWWA warranty specifications, the meter must be installed in a horizontal plane with the register facing upright. Meters may be placed in vertical positions only when specifically designed for this application. Submeterator will provide notes designed for this specific application.
 4. Meter location is to be determined by local M.E.P. design consultant. Local codes may apply to exact location of metering equipment. M.E.P. design consultant will depict location metering equipment based regional laws. Submeterator will be responsible that metering equipment is compliant with local building codes and regulations.
- 4b. **Life Tube**
 - a. The Life Tube is a short length of schedule 40 PVC pipe, which matches the meter length and inside/outside diameter. It is designed for temporary installation during rough-in plumbing in place of the submeter for pressure testing and flow building. The life tube is typically installed at plumbing rough-in and removed during trim stage plumbing to allow the submeter to be located in its place.

TYPE OF ACTION IS-1120 - AUTOMATIC SYSTEM

SECTION 4-100 - COORDINATION

A. PART I GENERAL

LI. RELATED DOCUMENTS

- A. Provisions established within the General and Supplemental General Conditions of the Contract, Division I - General Requirements, and the Drawings are collectively applicable to this Section.

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- SUBMITTALS**
- A.** This section shall not be interpreted to relieve Subcontractor of his sole responsibility for supervision and coordination of all construction operations on provided lands and in Contract Conditions.
- B.** Provisions of this section are conditions intended to ensure the orderly and expeditious processing of Work.
- C.** It is intent of Owner to complete Projects on a building by building basis and to lease apartments within each completed building. Coordinate effort of all Work on Project in manner to accomplish completed structures including occupancy permits on each basis. Date of Completion and Final Acceptance are also based on each completed building.
- D. Related Workings**
1. Section 40-1305 - Schedules
 2. Section 40-1315 - Program Schedules
 3. Section 40-1405 - Testing Laboratory Services
 4. Section 40-1405 - Product Orders and Substitutions
 5. Section 40-1705 - Contract Changes
 6. Section 40-1705 - Close Up

1.1 ORDERING PRODUCTS

- A. Before ordering materials, equipment, custom or standard fabricated items, verify the following provisions:**
1. Each item complies with Contract Documents.
 2. Each property related to Work already completed.
 3. Shop drawings or other submittals conform "I" and "F" above, and are approved by Contractor.
 4. Orders are placed and delivery dates are established allowing adequate quantities of Work as schedule and not allowing untimely delivery of materials sensitive products before Project site conditions are satisfactory to receive them.

1.4 COORDINATION AND TRAINING

- A. Initiate coordinating procedures at Project meetings before Work is bid begins. Resolve scheduling, sequencing, interferences and priorities of competing subcontractors Work saving all parties to achieve specified results, and to advance planned program objectives.**
- B. Continue coordinating procedures by actively controlling Project conditions to follow:**
1. Verify compliance with tasks as stated in contract before work conditions complying with subcontractor's instructions to specific requirements of relevant specifications exist. Make/allow replacement to meet relevant as planned location.
 2. Verify compliance of subcontractor conditions before, during, and after execution of Work, with subcontractor's instructions and specific requirements of relevant sections of these specifications.
 3. Verify adherence to specified instructions in Work program.
 4. Report task conditions before work begins continue.
- C. Continue coordinating effort on Work programs. Make adjustments in planned procedure as changing project conditions require to achieve results specified and to best advance progress of Work. Immediately advise all parties involved including owner of required changes in construction schedule and planned procedure.**

1.5 COORDINATION WITH RELATED WORK

- B. Subcontractors and its subcontractors shall coordinate Work with separate contract work by Contractor, if applicable, and with other company activities controlled by Owner.

1.6 TRAFFIC MAINTENANCE AND CIRCULATION

1. Maintain cleanliness of traffic, both pedestrian and vehicular, and ensure to all parts of site by fire-fighting apparatus during construction.
2. Access to site is from public streets. On-street parking and vehicle access as directed by City Engineer to accommodate operation of existing facilities.
3. Access to unexcavated areas will be regulated during construction unless prior approval is obtained from City Engineer.
4. Adjacent off-site streets shall be maintained in a clean and safe condition, as per the requirements of the local jurisdiction.

END OF SECTION 48-144 - CORROSION

SECTION 40-124 - SUBMITTALS

L. PART I - GENERAL

2.1 RELATED DOCUMENTS

- A. Provisions established within the General and Supplementary General Conditions of the Contract, Division 1 General Requirements, and the Drawings are collectively applicable to this Section.

1.2 SUMMARY

- #### A. General Provisions

1. Provisions in the Contract Documents / procedures for preparing and submitting samples, shop drawings, and product data not in Contract Documents shall be the Contractor's responsibility and will not be considered valid justification for extension of time.
 2. Submittal Log
 1. Subcontractor to complete Submittal Log and submit proposed Submittal Schedule to Contractor for review within thirty calendar days following Notice to Proceed.
 2. Schedule prepared by the
 - a. Demonstrate that submittals, shop drawings, data, samples and mock-ups required for work are addressed by Subcontractor.
 - b. Demonstrate consistency with Subcontractor's proposed Progress Schedule.
 - c. Advise Contractor in scheduling timely review/approval cycles of submittals.
 3. Schedule contains Description of submittal item, proposed date of submittal or availability for review by Contractor and proposed date of requested return by Contractor, allowing twenty work days for Contractor processing.
 4. Within fifteen calendar days after Contractor's receipt of Submittal Schedule, Contractor and Subcontractor shall jointly review schedule and mutually agree to acceptability or necessary modifications.
 5. Submits accepted schedule within ten calendar days after joint review date.
- 1.3 NATIONAL ACCOUNT PURCHASE AGREEMENTS**
- A. National Account National Verification Form. For materials purchased through national account purchase agreements as outlined in Section 40-1000 - Product Options and Substitutions. Completed product data including location, brand, supplier and model number must be submitted in line of product data submittals.
 - B. Submit revised drawings to demonstrate installation, as outlined in Section 1.6 below.
 - C. Material Verification Form (provided from Contractor) must be completed by Subcontractor and submitted with Closeout Notes.
 - D. Contractor requires written proof of purchase for purchases made under National Purchase agreements, including, but not limited to, change and other account billing portions.
 - E. Substitutions, if allowed, will conform to Section 40-1000 - Product Options and Substitutions.
- 1.4 MOCK-UPS - ALL SYSTEMS**
- A. Furnish and install "B" shaped mock-up or other acceptable means of depicting the following systems:
 1. Framing
 2. Sheathing
 3. Siding, including trim and accessories
 4. Roofing
 5. Finishing
 6. Window/Door System.
 - B. Furnish and submit mock-up per Section 51-0000 - Cabinets.
 - C. Mock-ups to remain on-site until final project completion.
 - D. Accepted mock-ups shall represent the standard of quality for the project.
 - E. Mock-ups to be approved by Owner prior to implementation of building systems.
- 1.5 SAMPLE PREPARATION**
- A. Prepare samples in color, shape and finish to match with provisions of individual specification sections.
 - B. Samples furnished under this section are not to be confused with full size, on-site "Mock-Up" called for in some specification sections.
 - C. Number of samples submitted: Three (3); Two (2) required by Contractor, plus one (1) which will be retained by Owner, unless otherwise indicated.
 - D. Samples Regarding Color Selection
 1. Submit at earliest practical time.
 2. No color adjustment will be made until all colors can be chosen and listed at one time in form of color schedule.
 3. Approvals and color selections will not be made informally where samples or selections regarding adjacent materials must be made for consistent purposes.
- 1.6 SHOP DRAWING PREPARATION**
- A. Conforms to the Following Requirements:
 1. Number sheets consecutively.
 2. Indicate working and section dimensions and relationships to adjacent work. Consistent submittals of different aspects of work may be required by Contractor as deemed necessary to demonstrate Subcontractor's ability to understand these relationships and coordinate Work.
 3. Indicate:
 - a. Arrangements and section views, as applicable.
 - b. Material, gauges, thickness, finish and identification.
 - c. Anchoring and fastening details include information the working connection to adjacent work.
 4. Provide 3 inch by 3 inch clear space in the lower right hand corner for entry of the Contractor's and the Architect's stamp.
 5. Cross-reference drawing details and specification paragraphs applicable to submittal data.
 - B. Submit three line copies of shop drawings. Provide copies as follows:
 1. Working copies by Subcontractor for coordination and execution of Work.
 2. Two (2) copies for Owner, and Contractor's files.
 3. Copies retained by Architect as follows:
 - a. Work designed by engineer or other consultants - two copies.
 - b. All other work - one copy.
- 1.7 PRODUCT DATA PREPARATION**
- A. Include product manufacturer's standard printed material, dated, with product description and installation instructions included, delete data not related to this Project or mark "VOID" as applicable.
 - B. Number of copies submitted: Number required by Contractor plus two which will be retained by Owner's Representative, and one (1) copy per reviewing architect/engineer consultant.
- 1.8 CONTRACTOR'S REVIEW**
- A. Review submittals and stamp with approval unless stamp containing Subcontractor's name, word "Approved", signed initials of approving agent, date of approval, review notes, comments, and corrections required prior to submission to Contractor. By so noting, Subcontractor indicates that he has reviewed and approved materials, equipment, quantities and field verified dimensions represented by particular submittal.
 - B. Subcontractor represents by submitting samples, shop drawings and product data that he has complied with provisions specified above. Submittals made without Subcontractor's approved indicated thereon will be returned without being reviewed for compliance with this requirement.
 - C. Data work submitted, including name of Project, Architect, Engineer, Contractor, Subcontractor, as applicable description or name of equipment, material, or product and identify Work per location.
 - D. Assembly submittal with transmittal letter containing project name, Contractor's name, number of samples or drawings, title and other pertinent data. Outline deficiencies, if any, in submittals from requirements of Contract Documents.
- 1.9 ARCHITECT'S REVIEW**
- A. Review submittal with reasonable promptness to cause no delay in Work.



- B. Review is only for items which shall not indicate approval or disapproval of project and information. In Contract Documents, Review shall have function.
- C. Architect will retain submission for distribution.
- 1.10 **REVISIONS**
- A. Make corrections and changes indicated for unapproved submissions, resubmit in same manner as specified above until Architect or Owner's approval is obtained.
- B. Direct specific attention to revisions other than corrections requested by Architect on previous submissions, if any, in resubmissions transmitted.
- 1.11 **DISTRIBUTION**
- A. Subcontractor is responsible for obtaining and distributing copies of submitted to his Subcontractors and material suppliers.
- B. Maintain custody file of all approved submissions bearing Architect's, Engineer's or Owner's stamp for Project duration, deliver to Contractor as part of Project closeout documents.

END OF SECTION 40-1340 - SUBMITTALS

SECTION 40-1300 PRODUCT OPTIONS AND SUBSTITUTIONS

1 PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within the General and Supplementary General Conditions of the Contract, Division 1 - General Requirements and the Drawings are collectively applicable to this Section.

1.2 REQUIREMENTS INCLUDED

- A. Subcontractor's options in selection of products.
- B. National Accounts Agreements.
- C. Product List.
- D. Requests for substitution of products.
- E. Value engineered items.

1.3 OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting these standards.
- B. Products Specified by Naming Class or Trade Identification with a Provision for Substitution: Submit a request for substitution for any manufacturer not specifically named within these items specified herein.

1.4 NATIONAL ACCOUNT PURCHASE AGREEMENTS

- A. The Owner has entered into national account purchase agreements, which guarantee preferential pricing for certain materials and products within this project contract. Whenever a distributor or individual is named with an associated telephone number after the product name, such a national account purchase agreement exists and the Owner desires for those products to be purchased through that supplier. The Owner will, however, consider REQUEST alternatives for comparable products of similar manufacturers, provided the function, finish, color and other relevant qualities are substantially identical to the specified product.
- B. Whenever a product is named without an associated account listed, no such national account purchase agreement exists; however, this product is the preferred product. The Owner will consider substitutions of other comparable products, provided, however, that the substituted product's function, finish, color and other relevant qualities are substantially identical to the specified product.
- C. Contractor will require written proof of purchase for purchases made under National Purchase Agreements.
- D. Substitute products, if accepted, shall be noted on Material Verification Form as required in Section 40-1340 - Submittals.

1.5 SUBMITTALS

- A. Product List
1. Transmitt three (3) copies of a list of major products, which are proposed for installation, including name of manufacturer.
 2. Tabulate products by Specification section number, Unit, and Article number.
 3. For products specified only by reference standards, give manufacturer, trade name, model number designation, and reference standards.
 4. Indicate if product is a National Account, listed, or substitution item.
 5. Contractor will reply in writing within fifteen (15) days indicating whether there is a reasonable objection to listed items. Failure to object to a listed item shall not constitute a waiver of requirements of Contract Documents.

1.6 REQUESTS FOR SUBSTITUTIONS

- A. Submit separate request for each substitution. Document each request with complete data substantiating comparability of proposed substitution with requirements of Contract Documents. Unlike substitution request form attached.
- B. Identify product by Specification section and Article number. Provide manufacturer's name and address, trade name of product, and model or catalog number. List Substitution and supplier as appropriate.
- C. Attach product data as specified in Section 40-1340 - Submittals.
- D. Give cost data comparing proposed substitution with specified product.
- E. List availability of maintenance services, and replacement material.
- F. State effect of substitution on construction schedule, and changes required in other work or products.

1.7 LIMITATIONS ON SUBSTITUTIONS

- A. Substitutions will not be considered when indicated on shop drawings or product data submitted without separate formal request, when requested directly by Subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
- B. Substitute products shall not be ordered or handled without written acceptance.
- C. Only one request for substitution for each product will be considered. When substitution is not accepted, provide specified product.
- D. Owner/Contractor will determine acceptability of substitutions.

1.8 SUBCONTRACTOR REPRESENTATION

- A. Request for substitution constitutes a representation that Subcontractor has investigated proposed product and has determined that it is equal to or superior in all respects to specified product and that the cost reduction offered is ample justification for accepting the offered substitution.
- B. Subcontractor will provide same warranty for substitution as for specified product.
- C. Subcontractor will coordinate installation of accepted substitution, making such changes as may be required for work to be complete in all respects.
- D. Subcontractor certifies that cost data presented is complete and includes all related costs under this Contract.

1.9 SUBMITTAL PROCEDURE

- A. Submit three (3) copies of request for substitution.
- B. Contractor will review Subcontractor's requests for substitutions with reasonable promptness.
- C. During the bidding period, Contractor will record acceptable substitutions in Addenda.
- D. After award of Contract, Contractor will notify Subcontractor, in writing, of decision to accept or reject requested substitution, generally within fifteen working days.
- E. For accepted products, shop drawings, product data and samples shall be submitted under provisions of Section 40-1340 - Submittals.

END OF SECTION 40-1300 - PRODUCT OPTIONS AND SUBSTITUTION



SECTION 40-1700 - CLEAN-UP

1. PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions established within the General and Supplementary General Conditions of the Contract, Division 1 - General Requirements and the Drawings are collectively applicable to this Section.

1.2 SECTION INCLUDES

- A. Clean up during construction.
- B. Subcontractor clean up.
- C. Final clean up.

1.3 SAFETY REQUIREMENTS

- A. Store volatile and toxic waste in covered metal containers. Remove from Project site daily. Provide adequate ventilation during use of volatile or toxic substances.
- B. Prohibited practices:
 1. Allowing volatile or toxic waste to accumulate on Project site.
 2. Burning or incinerating waste materials or rubbish on Project site.
 3. Disposal of volatile wastes such as solvent spills, oil or paint thinner in storm or sanitary drains, on pavements, in gutters or downspouts or on Project site.
 4. Disposal of waste or cleaning materials, which contain materials harmful to plant growth on Project site.
- C. Clean up immediately spilled materials as quickly as possible in accordance with governing regulations.

1.4 CLEAN-UP DURING CONSTRUCTION

- A. Institute cleaning procedures to ensure that building, Project site and adjacent properties are maintained free from debris and rubbish.
- B. Wet down materials subject to blowing. Throwing waste materials from heights is prohibited.
- C. Provide on-site containers for waste collection. Place all waste materials and rubbish in containers daily to prevent accumulation. Remove waste from Project site when containers become full.
- D. Legally dispose of all waste materials, rubbish, volatile materials and cleaning materials off Project site.
- E. Clean and maintain transfer areas prior to start of finish painting in a "brown sheet" state until Date of Completion. Protect newly finished and clean surfaces from contamination during cleaning operations.
- F. Accumulation of debris contributing to survival or spread of rodents, vermin or other pests is prohibited.
 1. Remove debris containing food waste on a daily basis.
 2. Subcontractor shall be responsible for securing services of a pest exterminator at no additional cost to the Contractor, if required by site conditions during construction.
- G. Disposal of materials in waterways is prohibited.
- H. Grffiti or other similar defamatory comments or illustrations rendered on any building materials used on Project is prohibited. Monitor Project for violation of this section and if found, take appropriate action immediately to cover or replace defaced materials as necessary.

1.5 SUBCONTRACTOR CLEAN-UP

- A. Each Subcontractor on Project site is required to conform to particular requirements of this complete Section 40-1700 - Clean-up.
- B. Each individual Subcontractor is required to maintain Project site, individual buildings and units within buildings clean and neat regarding work included under their separate contracts with Contractor.
- C. If Subcontractor fails to keep Project clean or to clean up waste material resulting from work under his Contract at times scheduled, Contractor may clean up and operation costs to responsible subcontractor after twenty-four (24) hour written notice.

1.6 FINAL CLEAN-UP

- A. In addition to removal of debris and cleaning specified in other sections, clean interior and exterior exposed to view portions.
- B. Remove temporary protection and items not required to remain.
- C. Clean fixtures free of dust, stains, films and other foreign substances.
- D. Clean insurmount and glossy materials to a polished condition; remove foreign substances.
- E. Vacuum clean carpet and similar soft surfaces.
- F. Clean, damp mop, wax and polish resilient and hard surface floor as specified.
- G. Clean exterior of equipment remove excess lubrication.
- H. Clean plumbing fixtures and floor service equipment to a sanitary condition.
- I. Clean permanent films of ventilating equipment and replace disposable filters when units have been operated during construction in addition, clean ducts, blowers and coils when units have been operated without filters during construction.
- J. Clean light fixture and lamps.
- K. Maintain cleaning until Final Completion.
- L. Remove waste, foreign matter and debris from roofs, gutters, downspouts and drainage systems.
- M. Remove waste, debris and surplus materials from site. Clean grounds, remove stains, spills and foreign substances from paved areas and sweep clean. Note clean other exterior surfaces.

END OF SECTION 40-1700 - CLEAN-UP

**THROTTLED
PAYMENT SCHEDULE**

EXHIBIT 3

G
G COMPANIES CONSTRUCTION, INC.
STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor: AMPAR
AMPAM PARKS MECHANICAL
1080 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

Contractor: G COMPANIES CONSTRUCTION, INC
PO BOX 2990
NEWPORT BEACH CA 92658

Phone: (310) 835-1532
Fax: (310) 835-1549

Phone: (949) 975-0817
Fax: (949) 975-0625

Project: 453-000-00
MURRIETA 453/VILLAGE WALK
24415 VILLAGE WALK PLACE
MURRIETA, CA 92562

Date: 02/21/07
Contract No.: M453-1020
Change Order No. 03

All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	RELOCATE WATER MAIN LINES	2-13-05010	\$20,000.00
Amount of this Change:			\$20,000.00
Original Contract Amount:			\$3,868,000.00
Amount of Previously Approved Change Orders:			(\$6,768.00)
Revised Contract Amount:			\$3,861,232.00

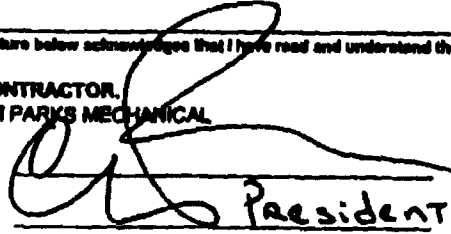
Conditions:

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO RELOCATE WATER MAIN LINES 17' AWAY FROM ORIGINL. LOCATION IN BUILDINGS 1,2,3,4,5,6,7, AND 8

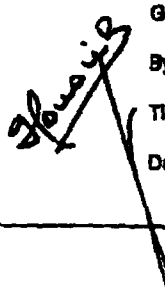
PER AGREEMENT BETWEEN GERRY ROCHE AND BUDDY PARKS, TIME AND MATERIAL NOT TO EXCEED \$20,000.00

My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR:
AMPAM PARKS MECHANICAL

By: 
Title: President
Date: 2-23-07

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC.

By: 
Title: Victor J. Mahony, Vice President
Date:

G COMPANIES CONSTRUCTION, INC.
STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor: AMPPAR
 AMPAM PARKS MECHANICAL
 1080 WILMINGTON BOULEVARD
 WILMINGTON, CA 90744

Contractor: G COMPANIES CONSTRUCTION, INC.
 PO BOX 2888
 NEWPORT BEACH, CA 92688

Phone: (310) 836-1532
Fax: (310) 836-1549

Phone: (949) 975-0817
Fax: (949) 975-0828

Project: 453-000-00
 MURRIETA 453 VILLAGE WALK
 24415 VILLAGE WALK PLACE
 MURRIETA, CA 92582

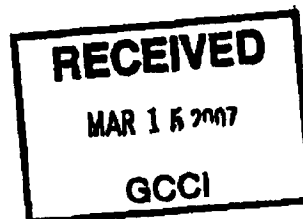
Date: 03/06/07
Contract No.: M453-1020
Change Order No.: 04

All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.
 Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	FIRE CAULKING	2-13-0210	\$0.00
Amount of this Change:			\$0.00
Original Contract Amount:			\$3,888,000.00
Amount of Previously Approved Change Orders:			\$13,332.00
Revised Contract Amount:			\$3,891,332.00

Conditions:

PER CONTRACT NEGOTIATIONS BETWEEN GERALD ROCHE AND BUDDY PARKS, THE AGREED UPON EXCEPTION REGARDING FIRE CAULKING WAS THAT IF THE FIRE CAULKING WAS IN EXCESS OF USC STANDARDS, FIRE CAULKING IS INCLUDED IN THE CONTRACT AMOUNT.



REC'D MAR 14 2007

My signature below acknowledges that I have read and understood the details of the specifications as set forth.

SUBCONTRACTOR:
 AMPAM PARKS MECHANICAL

By:
Title: Resident
Date: March 12, 2007

CONTRACTOR:
 G COMPANIES CONSTRUCTION, INC.

By:
Title: Victor J. Mahony, Vice President
Date: 3/15/07

G

G COMPANIES CONSTRUCTION, INC.
STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor: AMPPAR
AMPAM PARKS MECHANICAL
1080 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

Contractor: G COMPANIES CONSTRUCTION, INC.
PO BOX 2990
NEWPORT BEACH, CA 92658

Phone: (310) 835-1532
Fax: (310) 835-1549

Phone: (949) 875-0817
Fax: (949) 875-0625

Project: 453-000-00
MURRIETA 453/VILLAGE WALK
24415 VILLAGE WALK PLACE
MURRIETA, CA 92562

Date: 05/10/07
Contract No.: M453-1020
Change Order No.: 05

All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	RECENTER SHOWER VALVES	2-13-05010	\$4,375.00
2	REMOVE WASTE AND OVERFLOW/PREFAB WASTE & OVERFLOW	2-13-05010	\$8,323.00
Amount of this Change:			\$12,698.00
Original Contract Amount:			\$3,868,000.00
Amount of Previously Approved Change Orders			\$13,232.00
Revised Contract Amount:			\$3,893,930.00

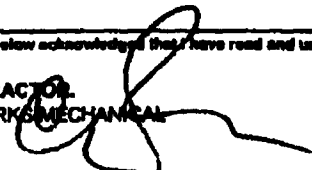
Conditions:

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO:
DUE TO CHANGING OUT TUBS - RECENTER SHOWER VALVES AT 500 LOCATIONS IN BUILDINGS 2,3,4,5,6,7, & 8
DUE TO CHANGING OUT TUBS - REMOVE WASTE & OVERFLOW IN BUILDING 1, PREFAB 138 WASTE AND OVERFLOWS
FOR BUILDINGS 2 AND 3


My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR:
AMPAM PARKS MECHANICAL

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC.

By: 
Title: President
Date: 5-21-07

By: _____
Title: Victor J. Mahony, Vice President
Date: _____



G COMPANIES CONSTRUCTION

STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

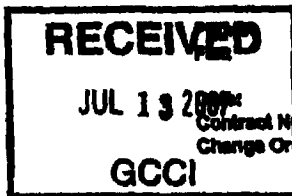
Subcontractor: AMPPAR
AMPAM PARKS MECHANICAL
1080 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

Contractor:

G COMPANIES CONSTRUCTION, INC.
PO BOX 2890
NEWPORT BEACH, CA 92658

Phone: (310) 835-1832
Fax: (310) 835-1849

Project: 453-000-00
MURRIETA 483 VILLAGE WALK
24416 VILLAGE WALK PLACE
MURRIETA, CA 92582



(949) 979-0817
(949) 979-0825

07/10/07
M463-1020
08

Contract No.:
Change Order No.:

All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.

Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	RELOCATE STORM DRAIN	1-03-02730	\$806.50
Amount of this Change:			\$806.50
Original Contract Amount:			\$3,898,000.00
Amount of Previously Approved Change Orders:			\$21,004.20
Revised Contract Amount:			\$3,899,810.70

Conditions:

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR THE FOLLOWING.

- RELOCATE STORM DRAIN IN BUILDING 2, UNIT 314

My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR:
AMPAM PARKS MECHANICAL

By:
Title: President
Date: 7-11-07

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC.

By:
Title: Vice President, Construction
Date: 16 JUL 07

G COMPANIES CONSTRUCTION

STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor: AMPAR
AMPAM PARKS MECHANICAL
1080 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

Contractor:

G COMPANIES CONSTRUCTION, INC.
PO BOX 2960
NEWPORT BEACH, CA 92668

Phone: (310) 836-1532
Fax: (310) 836-1549

Phone:
Fax:

(949) 975-0617
(949) 975-0628

Project: 459-000-00
MURRIETA 459 VILLAGE WALK
24416 VILLAGE WALK PLACE
MURRIETA, CA 92562

Date:
Contract No.:
Change Order No.:

07/20/07
M455-1080
08

RECEIVED

NOV 06 2007

GCCI

All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Unit Price	Amount
1	BACKCHARGE - DAMAGE TO GATE VALVE BUILDING B	1-03-02399	(\$1,858.50)
Amount of this Change:			(\$1,858.50)
Original Contract Amount:			\$3,668,000.00
Amount of Previously Approved Change Orders:			\$21,810.70 ✓
Revised Contract Amount:			\$3,657,951.50

Conditions:

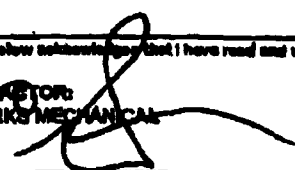
SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR THE FOLLOWING:

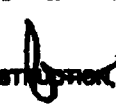
- BACKCHARGE - DAMAGE TO GATE VALVE BUILDING B

My signature below certifies that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR:
AMPAM PARKS MECHANICAL

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC.

By: 
Title: President
Date: 10-31-07

By: 
Title: Vice President, Construction
Date:

John

G COMPANIES CONSTRUCTION

STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor: AMPPAR
AMPAM PARKS MECHANICAL
1080 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

Contractor: G COMPANIES CONSTRUCTION, INC
PO BOX 2900
NEWPORT BEACH, CA 92658

Phone: (310) 835-1532
Fax: (310) 835-1549

Phone: (949) 975-0817
Fax: (949) 975-0628

Project: 453-000-00
MURRIETA 453/VILLAGE WALK
24418 VILLAGE WALK PLACE
MURRIETA, CA 92582

Date: 08/18/07
Contract No.: M483-1020
Change Order No.: 11

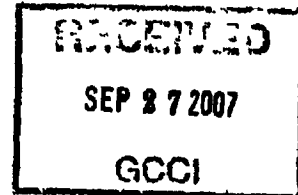
All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	WASTE LINES, VENTS & COPPER LINES AT LAUNDRIES	2-13-08010	\$10,988.00
Amount of this Change:			\$10,988.00
Original Contract Amount:			\$3,888,000.00
Amount of Previously Approved Change Orders:			\$19,581.90
Revised Contract Amount:			\$3,898,544.90

Conditions:

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR THE FOLLOWING.

PER DELTA 7 PLANS, REMOVE & REINSTALL WASTE LINE, VENTS & COPPER LINES AT PUBLIC LAUNDRY ROOMS TO ACCOMMODATE 2-HOUR WALL AT BUILDINGS 1, 5, 6, 7 & 8.



REC'D SEP 26 2007

My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR:
AMPAM PARKS MECHANICAL

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC.

By:
Title: President
Date: 9-24-07

By:
Title: Vice President, Construction
Date: 10/01/07

House

G COMPANIES CONSTRUCTION

STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor: AMPAR
AMPAM PARKS MECHANICAL
1090 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

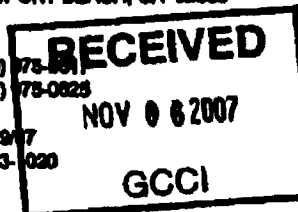
Phone: (310) 835-1532
Fax: (310) 835-1549

Project: 453-000-00
MURRIETA 453/VILLAGE WALK
24415 VILLAGE WALK PLACE
MURRIETA, CA 92562

Contractor: G COMPANIES CONSTRUCTION, INC.
PO BOX 2880
NEWPORT BEACH, CA 92658

Phone:
Fax:
Date:
Contract No.:
Change Order No.:

(949) 775-1001
(949) 775-0823
10/29/07
M463-020
12



All work shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	RE-TEST ROOF DRAINS	2-13-00019	\$8,270.00
Amount of this Change:			\$8,270.00
Original Contract Amount:			\$3,868,000.00
Amount of Previously Approved Change Orders:			\$30,544.90
Revised Contract Amount:			\$3,903,814.90

Conditions:

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR THE FOLLOWING:

COR 13 - RE-TEST ROOF DRAINS & VERIFY PRIMARY & SECONDARY CONDENSATE LINES
(BACKCHARGE DRI FOR ROOF MATERIAL THROWN IN DRAINS)

REC'D NOV 08 2007

My signature below acknowledges that I have read and understand the details of the specifications set forth.

SUBCONTRACTOR:
AMPAM PARKS MECHANICAL

By:
Title: President
Date: 10-31-07

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC.

By:
Title: Vice President Construction
Date:

Flower

G COMPANIES CONSTRUCTION

STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor: AMPAR

AMPAM PARKS MECHANICAL
1080 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

Contractor:

G COMPANIES CONSTRUCTION, INC.
PO BOX 2960
NEWPORT BEACH, CA 92658

Phone: (310) 835-1532
Fax: (310) 835-1548

Phone: (949) 975-0817
Fax: (949) 975-0625

Project: 453-000-00
MURRIETA 453 VILLAGE WALK
24418 VILLAGE WALK PLACE
MURRIETA, CA 92582

Date: 10/29/07
Contract No.: M453-1020
Change Order No.: 13

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GCCI

All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.

Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	REVERSE BACKCHARGE ON CO# 08	1-08-02008	\$1,008.80

Amount of this Change: \$1,008.80

Original Contract Amount: \$3,888,000.00

Amount of Previously Approved Change Orders: \$35,814.90

Revised Contract Amount: \$3,905,673.70

Conditions:

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR THE FOLLOWING:

REVERSE BACKCHARGE FOR DAMAGED GATE VALVE AT BUILDING 8 (PER FIELD NOT SUBCONTRACTOR'S FAULT)

My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR:
AMPAM PARKS MECHANICAL

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC

By: [Signature]

By: _____

Title: President

Title: Vice President, Construction

Date: 10-31-07

Date: _____

[Signature]

STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor: AMPPAR
AMPAM PARKS MECHANICAL
1080 WILMINGTON BOULEVARD
WILMINGTON, CA 90744

Contractor: G COMPANIES CONSTRUCTION, INC.
PO BOX 2880
NEWPORT BEACH, CA 92658

Phone: (310) 835-1532
Fax: (310) 835-1549

Phone: (949) 875-0817
Fax: (949) 875-0828

Project: 453-000-00
MURRIETA 453/VILLAGE WALK
24418 VILLAGE WALK PLACE
MURRIETA, CA 92582

Date: 11/09/07
Contract No.: M453-1020
Change Order No.: 14

All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	REMOVE WASTE, VENTS, & COPPER LINE @ 6&7 LAUNDRY	2-13-06010	\$3,000.00
Amount of this Change:			\$3,000.00
Original Contract Amount:			\$3,888,000.00
Amount of Previously Approved Change Orders:			\$37,673.70
Revised Contract Amount:			\$3,908,673.70

Conditions:

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR THE FOLLOWING.

PER FIELD REQUEST, REMOVE WASTE, VENTS & COPPER LINE AT LAUNDRY ROOM BLDGS. 6 & 7 TO ACCOMMODATE 2 HR WALL

My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR:
AMPAM PARKS MECHANICAL

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC.

By: [Signature]
Title: President
Date: 12-3-07

By: [Signature]
Title: Vice President, Construction
Date: [Signature]

STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor **AMPAR**
AMPAM PARKS MECHANICAL
1080 WILMINGTON BOULEVARD
WILMINGTON CA 90744

Contractor

G COMPANIES CONSTRUCTION INC
PO BOX 2990
NEWPORT BEACH, CA 92658

Phone (310) 836-1532
Fax (310) 836-1549

Phone (949) 975-0617
Fax (949) 975-0625

Project 453-000-00
MURRIETA 463/VILLAGE WALK
24416 VILLAGE WALK PLACE
MURRIETA, CA 92562

Date 11/29/07
Contract No.: M453-1020
Change Order No.: 18

All work done shall be in accordance with the referenced plans and specifications, as well as all governmental agencies having jurisdiction.
Percentage of Retainage held on this Change Order Agreement: 10%

Item Number	Description	Cost Code	Amount
1	PER FIELD REQUEST RUN 3" GAS LINE TO BOILER ROOM	2-13-05010	\$43,109.50 --
Amount of this Change:			\$43,109.50
Original Contract Amount:			\$3,888,000.00
Amount of Previously Approved Change Orders:			\$40,873.70
Revised Contract Amount:			\$3,951,763.20

Conditions:

SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR THE FOLLOWING:

RUN 3" GAS LINE FROM NEW METER LOCATION TO BOILER ROOMS - BUILDINGS 1 - 8

REC'D DEC 19 2007

My signature below acknowledges that I have read and understand the details of the specifications as set forth.

SUBCONTRACTOR:
AMPAM PARKS MECHANICAL

CONTRACTOR:
G COMPANIES CONSTRUCTION, INC

By [Signature]
Title President
Date 12-17-07

By [Signature]
Title _____
Date 12/24/07

IF INITIAL APPROVAL
BY THE SUPERINTENDENT

274

LOUIS MARANO [Signature]

Howe

EXHIBIT 4

CALIFORNIA PRELIMINARY NOTICE

In accordance with sections 3097 and 3098, California Civil Code

This is not a Lien, This is not a reflection on the integrity of any contractor or subcontractor

1 You are hereby notified that

AMPAM PARKS MECHANICAL
1083 WILMINGTON BLVD
WILMINGTON CA 90744

Reputed Owner

MURRIETA VILLAGE WALK LP
1106 QUAIL ST
NEWPORT BEACH, CA 92660

**2 Has furnished or will furnish labor, services, equipment, or materials of the following general description
LABOR, MATERIALS AND SERVICES****Reputed Construction Lender or Lessee**

BANK OF THE WEST
3080 OAK RD #408
WALNUT CREEK CA 94597

**3 An estimate of the total price of the labor, services, equipment, or materials furnished or to be furnished is:
\$ 3,888,000.00****Reputed Original Contractor**

G COMPANIES CONSTRUCTION INC
PO BOX 2888
NEWPORT BEACH CA 92660

**4 The building, structure or other work of improvement is located at
VILLAGE WALK AT MURRIETA
LEMON & JEFFERSON
MURRIETA CA**

A.B.G. UNKNOWN

**5 The name of the person or firm who contracted for the purchase of such labor, services, equipment or material is:
G COMPANIES CONSTRUCTION INC.
PO BOX 2888
NEWPORT BEACH CA 92660****6 Name and address of Trust Funds to which Supplemental Private Benefits are payable (if applicable):****7 - Jobsite to Federal Public Work Title 40 USC Sec. 370A-370E.
Contract #
Bond Co:**

Signed
Authorized Agent

*She C. King***NOTICE TO PROPERTY OWNER**

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES, EQUIPMENT, OR MATERIALS FURNISHED OR TO BE FURNISHED, A MECHANIC'S LIEN LEADING TO THE LOSS, THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR PROPERTY BEING SO IMPROVED MAY BE PLACED AGAINST THE PROPERTY EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY (1) REQUESTING YOUR CONTRACTOR TO FURNISH A RELEASE SIGNED BY THE PERSON OR FIRM GIVING YOU THIS NOTICE BEFORE MAKING FINAL PAYMENT TO YOUR CONTRACTOR OR (2) ANY OTHER METHOD OR DEVICE THAT IS APPROPRIATE UNDER THE CIRCUMSTANCES. OTHER THAN RESIDENTIAL HOMEOWNERS OF DWELLINGS CONTAINING FEWER THAN THREE SEPARATE PROJECT UNITS MUST NOTIFY THE ORIGINAL CONTRACTOR AND ANY LIEN CLAIMANT WHO HAS PROVIDED THE OWNER WITH A PRELIMINARY 30-DAY LIEN NOTICE IN ACCORDANCE WITH SECTION 3097 OF THE CIVIL CODE THAT A NOTICE OF COMPLETION OR NOTICE OF CESSATION HAS BEEN RECORDED WITHIN 10 DAYS OF ITS RECORRATION. NOTICE SHALL BE BY REGISTERED MAIL, CERTIFIED MAIL, OR FIRST-CLASS MAIL, EVIDENCED BY A CERTIFICATE OF MAILING. FAILURE TO NOTIFY WILL EXTEND THE DEADLINE TO RECORD A LIEN.

EXHIBIT 5

RECORDING REQUESTED BY A
WHEN RECORDED, RETURN TO:

Maria M. Rohaidy, Esq.
TAUBMAN, SIMPSON, YOUNG & SULENTOR
P.O. Box 22670
Long Beach, CA 90801-5670

Doc # 2007-0717363
11/28/2007

Conformed Copy
Has not been compared with original

Larry W. Ward
County of Riverside
Assessor, County Clerk & Recorder

APNS: 949-100-038
949-100-053

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANIC'S LIEN
(Notice and Claim of Mechanics' Lien)

The undersigned AMPAM PARKS MECHANICAL, INC., Claimant, claims a mechanics' lien upon the following described real property located at: Lemon & Jefferson in Murrieta, County of Riverside, State of California, commonly known as Village Walk at Murrieta, as more particularly described on Exhibit A attached hereto and incorporated herein.

The sum of \$533,493.79 together with interest thereon at the rate of 10% percent per annum from November 20, 2006, is due claimant, after deducting all just credits and offsets, for the following labor and/or materials consisting of labor/services/materials/equipment, furnished by claimant to be used and actually used in that certain work of improvement consisting of plumbing system, including fixtures and equipment. Claimant has furnished said labor/materials/services/equipment at the request of, or under contract with G Companies Construction, Inc., P.O. Box 2990, Newport Beach, CA 92658 and/or G Companies Construction, Inc., 1105 Quail Street, Newport Beach, CA 92660. The name(s) and address of the owners or reputed owners are Murrieta Village Walk LP aka Murrieta Villagewalk LP, 1105 Quail Street, Newport Beach, CA 92658 and/or Murrieta Village Walk LLC, 1105 Quail Street, Newport Beach, CA 92660. The name and address of the reputed construction lender is Bank of the West, 3000 Oak Road, #400, Walnut Creek, CA 94597.

G Companies Construction Inc., P.O. Box 2990, Newport Beach, CA 92658, was the contractor and person in charge of said work of improvement as a whole, which said work of improvement was made with the knowledge of and pursuant to the authority of the owners.

DATED: November 19 2007

AMPAM PARKS MECHANICAL, INC.

BY:

JAMES WRIGHT, Controller/CFO

VERIFICATION

I, the undersigned, say I am the Controller and Chief Financial Officer of the claimant of the foregoing Mechanics' lien. I have read said claim of mechanics' lien and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed on November 19, 2007, at Long Beach, California.

AMPAM PARKS MECHANICAL, INC.

By:

JAMES WRIGHT, Controller, CFO

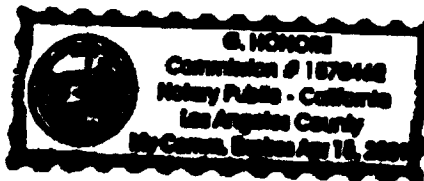
ACKNOWLEDGMENT

State of California)
) ss.
County of Los Angeles)

On November 19, 2007, before me, G. HONORE, a notary public in and for the State of California, personally appeared JAMES WRIGHT, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon the behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

G. Honore



(SEAL)

MECHANIC'S LIEN

APN 949-100-038 & 949-100-055

Page 3 of 3

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcels 13 through 16, inclusive of Parcel Map No. 31093, in the City of Murrieta, County of Riverside, State of California, as shown by Map on file in Book 208, Pages 68 through 72 inclusive, of Parcel Maps, in the Office of the County Recorder of said County.

Except one-half of all mineral rights as reserved to Raleigh Brown and Adele Brown, Husband and Wife by Deed recorded March 20, 1950, in Book 1157, Page 220 of Official Records, Riverside County Records.

EXHIBIT 6

APN NO 949-100-038
949-100-055

STOP NOTICE
LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS
(California Civil Code §§3103, 3161 & 3162)

TO Manager
Bank of the West
Construction Finance
3000 Oak Road #400
Walnut Creek, CA 94597
(Lender)

Courtesy Copy
Sue J Hodges
Pillsbury Winthrop Shaw Pittman LLP
501 W Broadway, Suite 1100
San Diego, CA 92101-3575

Manager
Bank of the West
CT Corporation
818 W 7th Street
Los Angeles, CA 90017
(Lender)

Manager and/or Jon Ely
Bank of the West
4041 Macarthur Boulevard
Newport Beach, CA 92660
(Lender)

Douglas P Wilson
Court Appointed Receiver
Douglas Wilson Companies
450 B Street, Suite 1900
San Diego, CA 92101
(Court-Appointed Receiver)

YOU ARE HEREBY NOTIFIED that the undersigned claimant, AMPAM PARKS MECHANICAL, INC, a California corporation, furnished labor and plumbing materials to G Companies Construction Inc., P O Box 2990, Newport Beach, CA 92658, to be used and actually used in that certain work of improvement consisting of a plumbing system, including fixtures and equipment of that certain condominium project now upon and located on the following described real property situated in the City of Murrieta, County of Riverside, State of California, and further described as follows.

Parcels 13 through 16, inclusive of Parcel Map No 31093, in the City of Murrieta, County of Riverside, State of California, as shown by Map on file in Book 208, Pages 68 through 72 inclusive, of Parcel Maps, in the Office of the County Recorder of said County

Except one-half of all mineral rights as reserved to Raleigh Brown and Adele Brown, Husband and Wife by Deed recorded March 20, 1950, in Book 1157, Page 220 of Official Records, Riverside County Records

and which is and was the whole of said labor, services, equipment and/or materials agreed to be furnished by claimant;

The owner or reputed owner of said property is Murrieta Villagewalk L.P and/or Murrieta Village Walk LLC.

The contract price of said labor, services, equipment and/or materials was and is the sum of \$3,890,140 75, and said sum was and is the reasonable value of the labor and materials furnished. There has been paid and credit thereon the sum of \$3,225,046.97, and there is now due, owing and unpaid to the claimant, for and on account thereof, the sum of \$665,093 78 in lawful money of the United States, after deducting all just credits and offsets, and the same has not been paid.

WHEREFORE, the undersigned claims the benefit of the law given to laborers and materialmen under and by virtue of the law provisions of Division 3, Title 15 of the Civil Code of the State of California. You are required to set aside sufficient funds to satisfy this claim. You are also notified that claimant claims an equitable lien against any construction funds for this project which are in your hands

DATED 8/21, 2008

AMPAM PARKS MECHANICAL, INC

BY

JAMES WRIGHT, CFO

AMPAM Parks Mechanical, Inc
1060 Wilmington Boulevard
Wilmington, CA 90744

STOP NOTICE
APN NO 949-100-038
949-100-055
Page 2 of 2

VERIFICATION

I declare that I am the CFO of AMPAM Parks Mechanical, Inc , the claimant named in the foregoing Stop Notice, and am authorized to make this verification for and on behalf of said claimant, and I make this verification for that reason. I have read said Stop Notice and know the contents thereof and the same is true and contains among other things, a correct statement of claimant's demands after deducting all just credits and offsets.

I declare under penalty of perjury that the foregoing is true.

Executed on 8/27, 2008, at Wilmington, California.

AMPAM PARKS MECHANICAL, INC

By

JAMES WRIGHT, CFO

REQUEST FOR NOTICE OF ELECTION
(California Civil Code §§3159, 3161 & 3162)

If an election is made not to withhold funds pursuant to this Stop Notice by reason of a payment bond having been recorded in accordance with Civil Code Sections 3235 or 3162, please send notice of such election and a copy of the bond within 30 days of such election in the enclosed pre-addressed stamped envelope. This information must be provided by you under Civil Code Sections 3159, 3161 or 3162.

AMERICAN CONTRACTORS INDEMNITY COMPANY

All Papers and notices may be served at
BOND SERVICES OF CALIFORNIA, LLC
900 Wilshire Blvd., Suite 1400, Los Angeles, CA 90017

Bond No. 444922
Premium. \$8,814.00

Bond To Support Stop Notice Under Section 3083 of California Civil Code

KNOW ALL MEN BY THESE PRESENTS, that AMPAM Parks Mechanical, Inc. as Principal, and AMERICAN CONTRACTORS INDEMNITY COMPANY created, organized and existing under and by virtue of the laws of the State of California, and duly licensed to transact a general surety business in the State of California, as Surety are held and firmly bound to Bank of the West as Obligee, in the sum of Eight Hundred Thirty-One Thousand Three Hundred Sixty-Seven and 23/100 Dollars (\$831,367.23) lawful money of the United States of America, to be paid to the said Bank of the West for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, joint and severally, firmly by these presents.

THE CONDITIONS of the above obligation is such that whereas the Principal has furnished labor and/or materials to G Companies Construction, Inc. in connection with the construction of certain building improvement located at Parcels 13 through 16, inclusive of Parcel Map No. 31093, in the City of Murietta, County of Riverside, State of California, as shown by Map on file in Book 208, Pages 68 through 72 inclusive, of Parcel Maps, in the Office of the County Recorder of said County; Except one-half of all mineral rights as reserved to Raleigh Brown and Adele Brown, Husband and Wife by Deed recorded March 20, 1950, in Book 1157, Page 220 of Official Records in Riverside County Records.

WHEREAS, the said Principal has filed, or is about to file, or is filing concurrently with this bond a certified claim covering said labor and/or material and pursuant to Section 3083 of the California Civil Code, and has requested or is by said verified claim now about to request, the Obligee, who is holding building funds, to withhold said funds, and in connection with said Section, said Principal is required to file a bond in the sum herein above indicated, said sum being one and one-quarter (1 ¼) times the amount of said claim.

NOW THEREFORE, the condition of the above obligation is such that if the Obligee recovers judgment in an action brought on said verified claim on the lien filed by the Principal, the Principal will pay costs as provided in said Section and all damages that said Obligee or person holding such funds may sustain by reason of the equitable garnishment effected by the claim or by reason of the withholding of said funds by the obligee, not exceeding the sum specified in this undertaking, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signatures of the said Principal is hereto affixed and the corporate seal and name of the said Surety is hereto affixed by its duly authorized Attorney-in-Fact at LOS ANGELES, CA this 27th day of AUGUST, 20 08

AMPAM Parks Mechanical, Inc.

Principal

AMERICAN CONTRACTORS INDEMNITY COMPANY

CHRISTOPHER M. HAENEL

Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

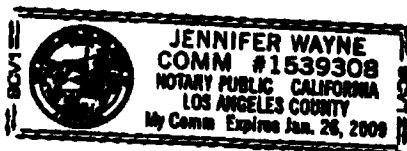
STATE OF CALIFORNIA

County of Los Angeles

On 27 August 2008 before me, Jennifer Wayne, a notary public
Date Here Insert Name and Title of the Officer

personally appeared Christopher M Haenel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

- ☐ Individual
☐ Corporate Officer — Title(s) _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name _____

- ☐ Individual
☐ Corporate Officer — Title(s) _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

American Contractors Indemnity Company

9841 Airport Blvd., 9th Floor Los Angeles, California 90045



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,
Jennifer Wayne, Kevin J. Phillips, Christopher M. Haesel, Alfonso Lujan, Will Mingram, Jeff Aase, John G. Slater,
Sylvia Diane Caneva, or John D. Strong of Los Angeles, California

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$ ***3,000,000.00*** This Power of Attorney shall expire without further action on November 3, 2011.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6th day of December, 1990

RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have the power and authority

1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
2. To remove at any time, any such Attorney-in-Fact and revoke the authority given.

RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its authorized officer on the 17th day of June, 2008

AMERICAN CONTRACTORS INDEMNITY COMPANY

By [Signature]
Name: Leon B. Back Jr. its Senior Vice President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

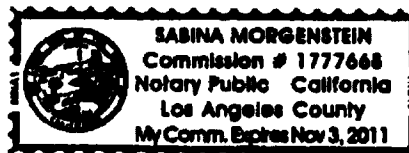
On June 17, 2008 before me, Sabina Morgenstein, a notary public
personally appeared Leon B. Back Jr.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Signature] (Seal)



I, Frank M. Lanak, Assistant Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolutions adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolutions have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of August, 2008

Bond No 444922

Agency No 2505

[Signature]
Frank M. Lanak, Assistant Corporate Secretary

EXHIBIT 7

APN NO 949-100-038
949-100-055

STOP NOTICE
LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS
(Civil Code §§3103, 3161 & 3162)

TO Murrieta Villagewalk LP
5 Park Plaza, Suite 1150
Irvine, CA 92604

Murrieta Villagewalk LLC
1105 Quail Street
Newport Beach, CA 92660

Courtesy Copy
Alan I White, Esq
Law Offices of Alan I White
20281 SW Birch Street, Suite 100
Newport Beach, CA 92660

YOU ARE HEREBY NOTIFIED that the undersigned claimant, AMPAM PARKS MECHANICAL, INC , a California corporation, furnished labor and plumbing materials to G Companies Construction, Inc., P O Box 2990, Newport Beach, CA 92658 to be used and actually used in that certain work of improvement consisting of a plumbing system, including fixtures and equipment of that certain condominium project now upon and located on the following described real property situated in the City of Murrieta County of Riverside, State of California, and particularly described as follows

Parcels 13 through 16, inclusive of Parcel Map No 31093, in the City of Murrieta, County of Riverside, State of California, as shown by Map on file in Book 208, Pages 68 through 72 inclusive, of Parcel Maps, in the Office of the County Recorder of said County

Except one-half of all mineral rights as reserved to Raleigh Brown and Adele Brown, Husband and Wife by Deed recorded March 20, 1950, in Book 1157, Page 220 of Official Records, Riverside County Records

and which is and was the whole of said labor, services, equipment and/or materials agreed to be furnished by claimant,

The owner or reputed owner of said property is Murrieta Villagewalk L P and/or Murrieta Villagewalk LLC

The contract price of said labor, services, equipment and/or materials was and is the sum of \$3,890,140 75, and said sum was and is the reasonable value of the labor and materials furnished. There has been paid and credit thereon the sum of \$3,225,046 97 and there is now due, owing and unpaid to the claimant, for and on account thereof, the sum of \$665,093 78 in lawful money of the United States, after deducting all just credits and offsets, and the same has not been paid

WHEREFORE, the undersigned claims the benefit of the law given to laborers and materialmen under and by virtue of the law provisions of Division 3, Title 15 of the Civil Code of the State of California. You are required to set aside sufficient funds to satisfy this claim You are also notified that claimant claims an equitable lien against any construction funds for this project which are in your hands

DATED 8/6/08, 2008

AMPAM PARKS MECHANICAL, INC

BY


JAMES WRIGHT, CFO

AMPAM Parks Mechanical, Inc
1060 Wilmington Boulevard
Wilmington, CA 90744

STOP NOTICE
APN NO 949-100-038
949-100-055

Page 2 of 2

VERIFICATION

I declare that I am the CFO of AMPAM Parks Mechanical, Inc , the claimant named in the foregoing Stop Notice, and am authorized to make this verification for and on behalf of said claimant, and I make this verification on that reason I have read said Stop Notice and know the contents thereof and the same is true and contains among other things, a correct statement of claimant's demands after deducting all just credits and offsets

I declare under penalty of perjury that the foregoing is true

Executed on 8/6/08, 2008, at Wilmington, California

AMPAM PARKS MECHANICAL, INC

By

JAMES WRIGHT, CFO

REQUEST FOR NOTICE OF ELECTION

(California Civil Code §§3159, 3161 & 3162)

If an election is made not to withhold funds pursuant to this Stop Notice by reason of a payment bond having been recorded in accordance with Civil Code Sections 3235 or 3162, please send notice of such election and a copy of the bond within 30 days of such election in the enclosed preaddressed stamped envelope. This information must be provided by you under Civil Code Sections 3159, 3161 or 3162.

APN NO 949-100-038
949-100-055

STOP NOTICE
LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS
(California Civil Code §§3103, 3161 & 3162)

TO **Manager**
Bank of the West
Construction Finance
3000 Oak Road #400
Walnut Creek, CA 94597
(Lender)

Manager
Bank of the West
CT Corporation
818 W 7th Street
Los Angeles, CA 90017
(Lender)

Douglas P Wilson
Court Appointed Receiver
Douglas Wilson Companies
450 B Street, Suite 1900
San Diego, CA 92101
(Court-Appointed Receiver)

Courtesy Copy
Sue J Hodges
Pillsbury Winthrop Shaw Pittman LLP
501 W Broadway, Suite 1100
San Diego, CA 92101-3575

Manager and/or Jon Ely
Bank of the West
4041 Macarthur Boulevard
Newport Beach, CA 92660
(Lender)

YOU ARE HEREBY NOTIFIED that the undersigned claimant, AMPAM PARKS MECHANICAL, INC, a California corporation, furnished labor and plumbing materials to G Companies Construction Inc., P O Box 2990, Newport Beach, CA 92658, to be used and actually used in that certain work of improvement consisting of a plumbing system, including fixtures and equipment of that certain condominium project now upon and located on the following described real property situated in the City of Murrieta, County of Riverside, State of California, and further described as follows

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Except one-half of all mineral rights as reserved to Raleigh Brown and Adele Brown, Husband and Wife by Deed recorded March 20, 1950, in Book 1157, Page 220 of Official Records, Riverside County Records

and which is and was the whole of said labor, services, equipment and/or materials agreed to be furnished by claimant;

The owner or reputed owner of said property is Murrieta Villagewalk L.P and/or Murrieta Village Walk LLC

The contract price of said labor, services, equipment and/or materials was and is the sum of \$3,890,140 75, and said sum was and is the reasonable value of the labor and materials furnished. There has been paid and credit thereon the sum of \$3,225,046 97, and there is now due, owing and unpaid to the claimant, for and on account thereof, the sum of \$665,093 78 in lawful money of the United States, after deducting all just credits and offsets, and the same has not been paid.

WHEREFORE, the undersigned claims the benefit of the law given to laborers and materialmen under and by virtue of the law provisions of Division 3, Title 15 of the Civil Code of the State of California. You are required to set aside sufficient funds to satisfy this claim. You are also notified that claimant claims an equitable lien against any construction funds for this project which are in your hands

DATED 8/21, 2008

AMPAM PARKS MECHANICAL, INC

BY


JAMES WRIGHT, CFO

AMPAM Parks Mechanical, Inc
1060 Wilmington Boulevard
Wilmington, CA 90744

STOP NOTICE

APN NO 949-100-038

949-100-055

Page 2 of 2

VERIFICATION

I declare that I am the CFO of AMPAM Parks Mechanical, Inc , the claimant named in the foregoing Stop Notice, and am authorized to make this verification for and on behalf of said claimant, and I make this verification on that reason I have read said Stop Notice and know the contents thereof and the same is true and contains among other things, a correct statement of claimant's demands after deducting all just credits and offsets

I declare under penalty of perjury that the foregoing is true

Executed on 8/27, 2008, at Wilmington, California.

AMPAM PARKS MECHANICAL, INC

By

JAMES WRIGHT, CFO

REQUEST FOR NOTICE OF ELECTION
(California Civil Code §§3159, 3161 & 3162)

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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California I am over the age of
4 18 and not a party to the within action, my business address is Suite 400, One World Trade Center,
Long Beach, California 90831-0400 (Mailing address P O Box 22670, Long Beach, California
5 90801-5670)

6 On January 9, 2009, I served the **PROOF OF CLAIM** by enclosing √ a copy
the original, thereof in a sealed envelope addressed as indicated on the attached service list

7 √ **BY MAIL (Personal Deposit)** I sealed each envelope, with postage thereon fully prepaid,
8 and placed the same in the United States mail at Long Beach, California I am employed
in the County where the mailing took place

9
10 — **BY FACSIMILE** By use of facsimile, I transmitted a true copy of said document(s) by
facsimile machine, which number is 562 590 9695, pursuant to rule 2005, to the facsimile
11 numbers listed above The facsimile machine I used complied with rule 2003(3) and no
error was reported by the machine Pursuant to rule 2005(I) I caused the machine to print
12 a transmission record, a copy of which is attached to this declaration

13 — **BY OVERNIGHT DELIVERY (Personal Deposit)** I sealed each envelope, with
delivery fees provided for, and caused the same to be deposited in a box regularly
14 maintained by an overnight delivery service

15 — **BY PERSONAL SERVICE** By A&M Attorney Service as () signed below () listed on
their proof of service

16 — [State] I declare under penalty of perjury under the laws of the State of California that
the foregoing is true and correct

17 √ [Federal] I declare under penalty of perjury under the laws of the United States of
18 America that the foregoing is true and correct and that I am employed in the office
Of a member of the bar of this Court at whose direction the service was made

19 Executed on January 9, 2009, at Long Beach, California

20
21 
22 BARBARA JO ECKERT

1 IN JAMES C GIANULIAS, DEBTOR

2 Case No 8 08-bk-13150-RK

3 Jointly Administered with

4 Case No 8 08-bk-13151-RK

5 Chapter 11

6 SERVICE LIST

7 Office of the United States Trustee Trustee
8 Michael J Hauser
9 411 West Fourth Street, Suite 9041
10 Santa Ana, CA 92701-8000

11 James C Gianulias Debtor
12 1105 Quail Street
13 Newport Beach, CA 92660

14 Cameo Homes Debtor
15 1105 Quail Street
16 Newport Beach, CA 92660

17 William N Lobel, Esq Attorneys for James C Gianulias
18 Alan J Friedman, Esq /Kerri A Lyman, Esq
19 Irell & Manella LLP
20 840 Newport Beach Center Drive, Suite 400
21 Newport Beach, CA 92660

22 Paul J Couchot, Esq Attorneys for Cameo Homes
23 Garrick A Hollander, Esq
24 Winthrop Couchot P C
25 660 Newport Beach Center Drive, 4th Floor
26 Newport Beach, CA 92660-5946

27 Victor A Sahn, Esq Official Joint Committee of Unsecured
28 Elissa D Miller, Esq Creditors
Daniel A Lev
SulmeyerKupetz
A Professional Corporation
333 South Hope Street, Thirty-Fifth Floor
Los Angeles, CA 90071-1406

Central District Of California Claims Register

8:08-bk-13150-RK James C Gianulias CASE CONVERTED on 07/02/2008

Judge Robert N Kwan **Chapter** 11

Office Santa Ana

Last Date to file claims 11/12/2008

Trustee

Last Date to file (Govt)

<i>Creditor</i> (20593006) AMPAM PARKS MECHANICAL INC TAUBMAN SIMPSON YOUNG ET AL ONE WORLD TRADE CTR STE 400 LONG BEACH CA 90801-5670	Claim No 53 <i>Filed</i> 01/09/2009 <i>Entered</i> 01/14/2009	<i>Status</i> <i>Filed by</i> CR <i>Entered by</i> Steinberg, Elizabeth <i>Modified</i>
Secured claimed \$665093 78 Total claimed \$665093 78		
<i>History</i> <input checked="" type="radio"/> <u>53-1</u> 01/09/2009 Claim #53 filed by AMPAM PARKS MECHANICAL INC , total amount claimed \$665093 78 (Steinberg, Elizabeth)		
<i>Description</i>		
<i>Remarks</i>		

Claims Register Summary