B10 (Official Form 10) (12/08) Page 1	ICMAL
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	PROOF OF CLAIM
Name of Debtor James C Gianulias	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 comme of an administrative expense may be filed pursuant to 11 U S C § 5	
Name of Creditor (the person or other entity to whom the debtor owes money or property)	☐ Check this box to indicate that this claim
AMPAM Parks Mechanical, Inc.	amends a previously filed claim
Name and address where notices should be sent	Court Claim
c/o Matthew D Fischer	Number
Taubman, Simpson, Young & Sulentor	(If known)
One World Trade Center, Suite 400	Filed on
Long Beach, CA 90831 Telephone number 562-436-9201	
Name and address where payment should be sent (if different from above)	☐ Check this box if you are aware that
C <sub>i</sub>	a a a yone else has filed a proof of claim
Same as above	relating to your claim. Attach copy of statement giving particulars.
balle as above	- Statement giving particulars
	☐ Check this box if you are the debtor or
Telephone number	trustee in this case
1 Amount of Claim as of Date Case Filed \$ 665,093 78	5 Amount of Claim Entitled to Priority under 11 U.S.C. §507(a) If any portion
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.	of your claim falls in one of the following categories check the box and state the amount.
If all or part of your claim is entitled to priority, complete, tem 5	
Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach ternized statement of interest or charges.	Specify the priority of the claim
2 Basis for Claim <u>Contract for goods and services delivered to</u>	☐ Domestic support obligations under 11 U S C §507(a)(1)(A) o₁ (a)(1)(B)
(See instruction #2 on reverse side ) debtor	☐ Wages salaries or commissions (up to
3 Last four digits of any number by which creditor identifies debtor N/A	\$10 950*) earned within 180 days before filing of the bankruptcy petition or
3a Debtor may have scheduled account as	cessation of the debtors business
(See instruction #3a on reverse side )	whichever is earlier - 11 USC §507 (a)(4)
4 Secured Claim (See instruction #4 on reverse side \	Contributions to an employee benefit plan
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.	- 11 U S C §507 (a)(5)
Nature of property or right of setoff ☐ Real Estate ☐ Motor Vehicle ☐ Other	Up to \$2 425 of deposits toward purchase lease or rental of property or
Describe	services for personal family or
Value of Property \$ unknown Annual Interest Rate 10%	household use - 11 U S C §507 (a)(7)
Amount of arrearage and other charges as of time case filed included in secured claim	☐ Taxes or penalties owed to governmental
665 002 79	units - 11 U S C §507 (a)(8)
Amount of Secured Claim \$ 665,093 78 Amount Unsecured \$ -0-	Other – Specify applicable paragraph of
6 Credits The amount of all payments on this claim has been credited for the purpose of making this	11 U S C §507 (a)()
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	*Amounts are subject to adjustment on
evidence of perfection of a security interest. You'r ay also attach a summary. (See Instruction 7 and	4/1/10 and every 3 years thereafter with
definition of redacted" on reverse side )	respect to cases commerced on or after the date of adjustment
DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER	and or dojudni for t
SCANNING	
If the documents are not available please explain	
Date 1/9/09 Signature The person filing this claim must sign it. Sign and print name and title if any of the	ne FOR COURT USF ONLY
Date 1/9/09 creditor or other person unto see to file-this claim and state add ess and telephone number different from the mack address above. A fact copy of power of a torney if any	ıf
TAMES INTO US AND	
JAMES WRIGHT, CFO of AMPAM Parks Mechanical, Inc	

1 2 3 4 5	MATTHEW D FISCHER, State Bar No 238533 TAUBMAN, SIMPSON, YOUNG & SULENTOR A Professional Corporation One World Trade Center, Suite 400 P O Box 22670 Long Beach, California 90801-5670 (562) 436-9201, Fax (562) 590-9695  Attorneys for AMPAM PARKS MECHANICAL, INC						
7 8		UNITED STA	ATES BA	ANKRUPTCY	' COURT		
9				CT OF CALIF			
10				A DIVISION			
11	In re				08-BK-13150-RK		
12	JAMES C GIANULIAS,			Jointly Adm Case No 8	nnistered With 08-BK-13151-RK		
13	Debtor and Debtor-in-Possession			SUMMARY OF CLAIM OF CREDITOR			
14					ARKS MECHANICAL, INC		
15	CAMEO HOMES, INC, a California corporation,						
16	Debtor	and Debtor-In-Posse	ssion				
17							
18		SUN	<u>MMARY</u>	OF CLAIM	[		
19	AM	1PAM Parks Mechan	ıcal, Inc	("AMPAM"	) submits a claim in the amount of		
20	\$665,093 78, arısıı	ng from plumbing sup	plies and	services prov	ided by AMPAM to the debtors (true		
21	and correct copies	of the invoices are at	tached h	ereto as Exhib	oit 1)		
22	Invoice No	Amount	Pa	yment	Unpaid Balance Due		
23	4968	646,000 00	58	1,400 00	64,600 00		
24	5019	514,400 00	462	2,960 00	51,440 00		
25	5074	230,622 16	20	7,559 94	20,062 22		
26	5192	774,599 79	69′	7,139 81	77,459 98		
27	5259	371,511 01	334	1,359 91	37,151 10		
28			_	1 -			
	SUMMARY	Y OF CLAIM OF CR			ARKS MECHANICAL, INC		

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	Attach	ned hereto as Exhibit 2	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 th	e above-referenced inv	roices				
21	Attach	ned hereto as Exhibit 3	is a true and correct c	opy of the Complaint whereby			
22	AMPAM seeks to rec	cover the amount of the	e claim, which is pend	ng 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 A	AMPAM seeks to recov	ver the amount of the c	laim, which is pending in the			
26	///						
27	///						
28	///		2				
	SUMMARY C	F CLAIM OF CREDI	- 2 - TOR AMPAM PARK	S MECHANICAL, INC			
ľ	•			ľ			

1	Superior Court of the State of California for the County of Riverside
2	
3	DATED January 9, 2009 AMPAM PARKS MECHANCIAL, INC
4	
5	By JAMES WRIGHT
6	JAMES WRIGHT Chief Financial Officer for AMPAM Parks Mechanical, Inc
7	ripechanical, nic
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23	
<ul><li>24</li><li>25</li></ul>	
25 26	
27	
28	
20	- 3 -
	SUMMARY OF CLAIM OF CREDITOR AMPAM PARKS MECHANICAL, INC

## **EXHIBIT 1**



## 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

Invoice #

5019

Date

12/20/06

Customer P O #

Payment Terms NET 30 DAYS

Customer Code GCOMPA

Salesperson SOUTHERN CALIF

	1.00	
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



#### 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 92562

Invoice # 4968 Date 11/20/06 Customer P O #
Payment Terms NET 30 DAYS Salesperson SOUTHERN CALIF
Customer Code GCOMPA

Association of the control of the co	A(B) = 0 (2.48)	$4 \pm i \left( 1 + 1 + 3 + 3 + 3 + 3 + 3 \right)$
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



#### 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

Invoice #

Remarks

Payment Terms

5074

**NET 30 DAYS** 

Date

01/20/07

Customer P O #

Salesperson SOUTHERN CALIF

Customer Code GCOMPA

VILLAGE WALK DRAW REQUEST # 03

		Extraction (
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



### 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

Invoice # 5192 Date 02/20/07 Customer P O # +
Payment Terms NET 30 DAYS Salesperson SOUTHERN CALIF
Customer Code GCOMPA

us a def		C.M. Lateria	Section of gard
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 H20 BLG 1-2-3-4 5-6 & 7	28 577 77	200 044 39
6 00	2ND FL H20 BLG 1-21 3-4-5 & 6	28 577 77	171,466 62
1 00	H20 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



### 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

Invoice #	5259	Date	03/20/07	Customer P O # 4
Payment Terms	NET 30 DAYS			Salesperson SOUTHERN CALIF
Customer Code	GCOMPA			

	i . i		4" 1" 1	Estable in
4 00	3RD FLOOR WASTE BLD 5-6-7 & 9		28 577 77	114,311 08
2 00	1ST FLOOR H20 BLD 8 & 9		28 577 77	57,155 54
3 00	2ND FLOOR H20 BLDG 7-8 & 9		28 577 77	85 733 31
4 00 3RD FL H20 BLD 1 2-3 & 4		28,577 77	114,311 08	
		S	Subtotal	371,511 01
		ד	Fotal	371,511 01
		L		-37,151 10
		c	Current Due	334,359 91



## 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

Invoice #	5347	Date	04/20/07	Customer P O #
Payment Terms	NET 30 DAYS			Salesperson SOUTHERN CALIF
Customer Code	GCOMPA			

		Control of the Contro	
1 00	3RD FLOOR WASTE BLDG 8	28,577 77	28,577 77
5 00	3RD FLOOR H20 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



## **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

Invoice #	5442	Date	05/20/07	Customer P O #
Payment Terms	NET 30 DAYS			Salesperson SOUTHERN CALIF
Customer Code	GCOMPA			

A Committee of the Comm			(1,+,+,+,-,-4)
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
	s	Subtotal	285,777 90
	Т	otal	285,777 90
	L	ess Retention	-28,577 79
	С	Current Due	257,200 11



#### 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

Invoice # 5485 Date 06/04/07 Customer P O #
Payment Terms NET 30 DAYS Salesperson SOUTHERN CALIF
Customer Code GCOMPA

Remarks VILLAGE WALK CHANGE ORDER REQUEST # 03

	44.07		the same
1 00 FIRE COSTS UNITS 121/122	EA	23 233 00	23,233 00
		Subtotal	23,233 00
		Total	23,233 00



## **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

Invoice #	5525	Date	06/20/07	Customer P O #
Payment Terms	NET 30 DAYS			Salesperson SOUTHERN CALIF
Customer Code	GCOMPA			

Q (0.40)	and the state of t		And the control	E 65 hgt. 14
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
		1	Less Retention	-17,146 67
		•	Current Due	154,320 07



### 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

Invoice # 5578 Date 07/20/07 Customer P O #
Payment Terms NET 30 DAYS Salesperson SOUTHERN CALIF
Customer Code GCOMPA

	1: 11	and the later	61 ki-141
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



## 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

Invoice #	5579	Date	07/20/07	Customer P O #
Payment Terms	NET 30 DAYS			Salesperson SOUTHERN CALIF
Customer Code	GCOMPA			

Remarks VILLAGE WALK C/O # 03 05 & 08

Section 1985		3 t 4 g	.1. · · · ·
100 RELOCATE	120 MAIN LINES	20 000 00	20 000 00
100 RECENTER	SHOWER VALVES	6 375 00	6,375 00
1 00 REMOVE WA	STE & OVERFLOW	6 323 00	6 323 00
100 RELOCATES	STORM DRAIN	806 50	806 50
		Subtotal	33,504 50
		Total	33,504 50
		Less Retention	-3,350 45
		Current Due	30,154 05



### 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

Invoice #	5628	Date	08/20/07	Customer P O #
Payment Terms	NET 30 DAYS			Salesperson SOUTHERN CALIF
Customer Code	GCOMPA			

e de la companya de	. 17		Contain smith
1 00 FINISH BLDG 1	4	<b>12 866 67</b>	42 866 67
1 00 FINISH REC BLDG		1,000 00	1,000 00
	Subtotal		43,866 67
	Total		43,866 67
	Less Reten	ntion	-4,386 67
	Current Du	10	39,480 00



### 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

Invoice # 5694 Date 09/20/07 Customer P O #
Payment Terms NET 30 DAYS Salesperson SOUTHERN CALIF
Customer Code GCOMPA

x 31191 (3)	1.13	<u> </u>
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



### Invoice 5783

Bill to

**Customer Code** 

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

 Invoice #
 5783
 Date
 10/20/07
 Customer P O #

 Payment Terms
 NET 30 DAYS
 Salesperson
 SOUTHERN CALIF

Remarks VILLAGE WALK - DRAW REQUEST # 12

**GCOMPA** 

State of the state	1:		
1 00 FINISH BLDG 3		42 866 67	42,866 67
	Sul	btotal	42,866 67
	Tot	tal	42,866 67
	Les	ss Retention	-4,286 67
	Cur	rrent Due	38,580 00



### Invoice 5855

Bill to

**G COMPANIES CONSTRUCTION INC** 1451 QUAIL STREET, #212 **NEWPORT BEACH CA 92660** 

485 0

VILLAGE WALK @ MURRIETA 24415 VILLAGE WALK PKWY

MURRIETA CA 92562

Invoice #

5855

Date

11/20/07

Customer P O #

NET 30 DAYS Payment Terms **Customer Code** 

**GCOMPA** 

Salesperson SOUTHERN CALIF

Season to the season	343		Part of the
2 00 FINISH BLDG 4 & 5		42 866 67	85,733 34
	s	iubtotal	85,733 34
	т	otal	85,733 34
	L	ess Retention	-8,573 33
	d	Current Due	77,160 01



### 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

invoice #

Remarks

Payment Terms

5856

Date

11/20/07

Customer P O #

Salesperson SOUTHERN CALIF

Customer Code GCOMPA

VILLAGE WALK - C/O # 12

NET 30 DAYS

and the same of the	1541	Section 19
1 00 RETEST ROOF DRAINS	5,270	0 00 5 270 00
	Subtotal	5,270 00
	Total	5,270 00
	Less Retention	-527 00
	Current Due	4,743 00



#### 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

Invoice #

5943

Date

12/20/07

Customer P O #

Payment Terms NET 30 DAYS

**Customer Code** 

GCOMPA

Salesperson SOUTHERN CALIF

and the second second	1. 47 (Fig. 1)	
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
	Totai	128,599 99
	Less Retention	-12,860 00
	Current Due	115,739 99



### 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

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

	\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	esal Proper	1.84
1 00 REMOVE WASTE-VENTS & COPPER			0 00
100 @6&7 LAUNDRY		3,000 00	3,000 00
	Su	btotal	3,000 00
	Tot		3,000 00
	Les	ss Retention	-300 00
	Cu	rrent 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 # 2007-0717363

Conformed Copy

Has not been compared with original

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 <u>AMPAM PARKS MECHANICAL</u>, INC., Claimant, claims a mechanics' lien upon the following described real property located at: Lemon & Jefferson in <u>Murrieta</u>, County of <u>Riverside</u>, 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 Qak 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 1 2007

AMPAM PARKS MECHANICAL

BY

AMES WRIGHT, Controller/CFO

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# **EXHIBIT 3**

WILLIAM J SULENTOR, State Bar No 54655 MARIA M ROHAIDY, State Bar No 143713 2 MICHAEL PETERS, State Bar No 122346 MATTHEW D FISCHER, State Bar No 238533 FEB 20 2008 TAUBMAN, SIMPSON, YOUNG & SULENTOR 3 A Professional Corporation One World Trade Center, Suite 400 PO Box 22670 5 Long Beach, California 90801-5670 (562) 436-9201, Fax (562) 590-9695 6 Attorneys for Plaintiff, AMPAM PARKS MECHANICAL, INC 7 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA 9 FOR THE COUNTY OF RIVERSIDE 10 493357 • 11 AMPAM PARKS MECHANICAL, INC. Case No. 12 Plaintiff, COMPLAINT FOR: 13 1. BREACH OF CONTRACT: 14 G COMPANIES CONSTRUCTION, INC. 2. UNJUST ENRICHMENT; and, a California corporation, MURRIETA 15 VILLAGEWALK LP, a California Limited Partnership, MURRIETA VILLAGE 3. FORECLOSURE OF MECHANIC'S LIEN 16 WALK LLC, a California Limited Liability Company; BANK OF THE WEST, a 17 California corporation, and, DOES 1 - 200, inclusive. 18 **Defendants** 19 20 Plaintiff alleges 21 **GENERAL ALLEGATIONS** 22 1 AMPAM PARKS MECHANICAL, INC ("Plaintiff") is, and at all times herein 23 mentioned was, a corporation, organized and existing under and by virtue of the laws of the State 24 of California, and was at all times in this complaint mentioned, and is now, doing business in the 25 State of California pursuant to and as authorized by the laws of the State of California. 26 27 -1-28 COMPLAINT FOR BREACH OF CONTRACT,

UNJUST ENRICHMENT, AND FORECLOSURE OF MECHANIC'S LIEN

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	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	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-

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1	ON THE THIRD CAUSE OF ACTION.
2	For the principal sum of \$533,493 79,
3	For interest according to proof at trial,
4	
5	ON ALL CAUSES OF ACTION:
6	1 For costs of suit incurred herein,
7	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	By ma Loly
12	MARIA M. ROHAIDY, Attorneys for plaintiff AMPAM PARKS MECHANICAL, INC
13	,,,,,,,, .
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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 1 8 2006 G COMPANIES CONSTRUCTION, INC.

SUBCONTRACT AGREEMENT RECD OCT 17 2006

<u>GCCI</u> T3:18 SUBCONTRACES, Said of the thing of day of May 2006, by and between G Companies Construction, Inc., PO Box 2990, Newport Beach, CA 92668, (949) 975-9617 Pienes, (949) 975-9635 Pan, herein saided the "Contractor" and <u>AMPAM Paris</u> Machanical, 1869 Wilminston, Boxberard, Wilminston, CA 98744, (310) 835-1532 Phone, (310) 835-2912 Play, berein called the

#### RECITAL

Contractor proposes to construct, develop and/or subdivide a tract of land (the "Project") commonly known as Village
Walk/Idurriets 453, County of Rivarsida, State of California (the "Property"). The construction of the Project is to be in artist
accordance with the provisions and requirements set forth in the plane, specifications, and any other document lated in Schedule B
attacked herets; all of these decomments are on file and available during business for improposated herein by this redressor's principal
office. Such documents are herein designated on the "Contract Documents" and are incorporated herein by this redressor. These
Contract Documents are hereined to complement and applicates teach other, and work described in one document but not in mother
shall mentionly be successed as if such were described in all documents. Incomments are various Contract Documents have been approved
and comply with County, City and financial institution requirements, it is essential that Subcontractor proceed and purfaces his work in
expect conformity with the semilabile sertions of the Contract Documents. formity with the applicable partieus of the Contract Documents.

#### NOW THEREPORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS POLLOWS.

- FINANCING CONDITION/TERMINATION FOR CONVENTINGE: This Subcontract is subject to an mingrant upon the Project's Owner(i) phinking stelliciant countraction loans from time to three for the Project, Contractor as as, and for any runner, including the Project's Owner(a) inability to obtain sufficient construction feats for the Project, term contingent upon the Project's Overs(s) phinking sufficient construction issue then for the Project, Contractor may at any tions, and the any restum, including the Project's Overs(s) including to obtain sufficient construction learn for the Project, extractor the securious of Subcontractor under this Subcontract, and shall thereafter do only such work in may be accessed to the maintain in construction with the performance of this Subcontract, and shall thereafter do only such work in may be accessed to the maintain in construction with the performance of this Subcontract, and shall thereafter do only such work in may be accessed to the maintain protect the work in program. Upon such translations, the flatter deal for englished to compared to the performance of translation-related that the such that the such that the performance of translation-related that are may be directed and approved by Contractor. There shall be deducted from such compressable the accessed of our programate such to Subcontractor per to the translations. The shall be deducted from such compressable to the success of the performance of translation-related in the success of our programate such to Subcontractor per to the translation and payment, Subcontractor shall be deducted from such to relate the translation of the success of the suc der may at my

- Princ for latter and management to be lattle encount for a person or one (1) year syons man at sentence amounts; after some person labor and statistics, which is accounted to account adjustment beared up CFF at date of mescation. Cafffylik. A Google. Good 12-12-15.

  5. PAYMENT SCHEDGE. So long as Submentactor is not in default under my of the provisions of this Submentactor is not in default under my of the provisions which submentacts will be made for the water of the work and contacted payments will be made for the water of the work price appearant in the construction or estimated by the Contenter. The constructed will be determined by using unit price prices specified in Schedule D estached best real shall be in secondars with the payment schedule set forth therein. With compact the work covered by any request for a progress payment, Contractor shall not be obligated to make the progress payments to Submentactor stall Contractor in a real contractor. n. With respect to
- (a) inspections and approvals of Subcontractor's work horometer, if superiod and available, from City, County and
- (b) Walver and Han release, in a form satisfactory to Contractor, from Subcontractor all sub-automators, labor restatabases, trust finals, and other persons and estities who may be potential Hon claiments against the Property, evidencing that all labor, materials, equipment, union benefits, payoull taxes and other similar busis farabled in connection with the performance of the work under this Subcontract laves been paid.

Contractor may default from any amounts due or to become due to Subcentractor my sum or sums own.

Subcentractor to Contractor under this Agreement on excessed of any other obligation, liability or contract surelated to the and in the event of my breach by Subcentractor of my provision or obligation of this Agreement, or in the event of the a other parties of my chilar or like against Contractor or the countraction also arising out of Subcentractors preferences of or control envolved to this Agreeme et, or in the event of the securting by ter's performance of this her parties of any cases or non agency Contractor or the communication and mixing our or autocontractor a personament or the groundest, Contractor shall have the right, but is not required, to ratein out of any papersent due or to become due to Subcontractor on some sufficient to completely protect Contractor from any and all loss, change, or expense therefrom until the obsestion has been medical or adjusted by Subcontractor to the subsidiation of Contractor. If Contractor exercises this right to good faith, Subcontractor all not be untitled to any interest whateverer on the money so retained regardless of the outcome of any subsequent claim resolution or likingation.



Contractor in an instance in which and in the account of Subcontractor or by Joint check to Subcontractor and any of Germ, but Contractor has no obligation to do as.

Contractor has no obligation to do as.

Contractor has no obligation to do as.

Contractor and Subcontractor understand and acknowledge that it is a public offices in Cultivate for any pursue who receives memory for the pumpers of puting for services, labor, materials or equipment on a construction project to willfully full to so apply such memory and wrongfully divent the finels to member was. Contractor will pay Subcontractor for work performed under this Subcontract to one made who do the project on received by Contractor will not some of the property (Contract), the do consider that Occasional and the dop project on received by Contractor dead on the project (the Particle of the purpose of the purpose of the project (the Particle of the purpose of the tendents of the tendents

adoquate remedy at last.

- indequals remarks at 1800.

  6. IRSTRATIONE: Contractor shall be qualified to retain and withhold from the amount due Subsentanter without interest the some equal to 10% of the labor parties of the Contract Price, Retention is not to be withhold from material draws, designated to "Retention" for a period ("Retention Period") and to exceed the last of the following oversty to conser:

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

  2. When applicable, thirty-five (35) skyn from receipt of "clear third" impostence by the backer.

  Contractor shall pay the Retention to Subscatterator as fatur than seven (7) skyn after the expiration of the Retention.

recros.
7 CHANGES: Contractor may, at any time by written order of Contractor's nutherized representative, and without notice to Subcontractor's startey, and missages in, including additions to and emindees fitter the Job to be performed and restarish to be funcioned to Subcontract, and Subcontractor shall immediately upon receipt of Change Order proceed with the preferences of the Subcontract or an element. No change in the towns and conditions of the Subcontract or industrant as an element of payment shall in any may assessment or release, in whole or in part, any carety on any band fundabled by or on behalf of Subcontractor, Any changes shall be subject to all the towns and conditions of the Subcontract.

be subject to all the terms and conditions of the Subventurate.

The only representative extinction to make any changes or to issue change excluse on behalf of Contraster is the Project Manager. In the event that Subsenturates is enquested to perform convisions or familia materials over and above his contract providions, be most first obtain within authentualism, which shall be insued only by the Project Manager All other instructions, verbal or written, that the Subcontractor may receive shall be dramed as part of the original week and no middlessed compensation shall be given. All additional week performed or material supplied prior to or without a written autherization by the Project Identicate the considered work performed at no charge to the Contractor. A change made or ordered by my other purson shell not be binding upon

If my such ordered change between or decreases the vect of perfecting the Job nation the Subsequent, the Contract
Price will be adjusted by appropriate additions or deducations as materially agreed upon by the parties have being the changed work is
perfected. If the parties have contract agree on the expected of the adjustment to be under, Subsectivates shall associate paragely
provided to perfect the extract, and Subsectivates shall keep out which to Contract place in the examination of the Contract Price
to perfect to perfect the extraction the extract of the Contract Price
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breaktiveness and de existentiale de encounce (des effecteurs). Any claim by Balencaters for an affecteurs of the Contract Pylon bands the paragraph must be established in writing within sown (7) days from the class any must change to the lab described in the Statement of the Additional Accounts of the anti-bands are the statement of the lab described in the Statement which was the Additional Accounts within a class of the Additional Accounts within a class of the Contract of Indiana to the Contract which was the account of the Additional Accounts within a class of the Contract of the Additional Accounts within a class of the Contract of the Additional Accounts within a class of the Contract of the Additional Accounts within a class of the Contract of the Additional Accounts within a class of the Contract of the Additional Accounts with the Additional Accounts of the Additional Accounts within a contract of the Additional Accounts within the Additional Accounts of the Additional Accounts within the Additional Accounts which the Additional Accounts within the Additional Accounts within the Additional Accounts within the Additional Accounts within the Additional Accounts and Accounts and Additional Accounts and Accounts and Additional Accounts and Accounts and Accounts and Additional Accounts and Accounts and Accounts and Accounts and Accounts and Accounts and Ac

with Spotlan 5 above

ADMERINGE TO PLANS AND SPECIFICATIONS: Subcontractor shall make so changes in nor shall be deviced to Contract Documents, and he shall be responsible and finite for any and all dranges that may result from sends changes or devictions. In addition, Subventractor may be required at his own cost and expense to cause any of his week to confirm atticity to the Contract Documents, unless a written authorization of Contractor exceeded in accordance with Section 7, addressed to Subcontractor, strector shell make no changes in nor shell be deviate

Contract December, unless a written construction of Constructor excessed as accordance with Section 7, antiressed to Suscentractor, shall be given setting farth in detail with specific changes may be made.

For proposes of interpreting the Contract Decembers, should the plane vary from the specifications, then the specifications shall govern. Should there be any discrepancy between the plane or the specifications, or both, and any governmental long or regulations, then these, which are more stringest under maximum, shall govern. Contractor assumes no respectfully for failure of the plane or specifications of the Contract Decembers to meet with governmental long or regulations, and it is constantly presumed that Subcontractor in familiar with sold governmental farms or regulations, regardless of the provisions of the Contract Decembers. atal lane



Subcontractor agrees that should any chees. In required by any governmental authority, non-ineage shall be made by Subcontractor without increase in the Contract Price, Contractor agreeing only that it will use its best effects to have the Contract Dominante street with the requirement of governmental authority. If any of the Contract Dominant provide for work contrary to any such laws and ns, Subcontractor shall be required to multily Contractor in writing, prior to the correction of each Contract December with the applicable low or regulation, and Subcontractor shall not perform any such week until the corrected Contract comply with the applicable law or regulation, and Subcus Documents have been approved in writing by Contraster

comply with the upplicable law or regulation, and Subconstructor shall not perform any such work until the corrected Contract

Decements have been approved in writing by Contractor

9 ADJUSTEERY FOR CERAFGES: in the absence of agreement as to the adjustment to be made for
try changed, or alleged changed or order, very adjustment to the Contract Price which may be due on accross through shall be
determined as follows: (a) when a change results in an increase in costs or entre work in involved, the Contract Price will be increased
on the basis of the increase in clevel costs actually incurred by Subcontractor to perform the changed or extra work, plan a matic-up
therway of fillows pursued (15%) on later and two percent (10%) on materials as an allowance for ill religiont costs, field supervision,
tools, general and administrative superior, everland (including any home office overlead) and profit; (b) in the event of any deletion or
other shange 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, plan the profit which would have been carried, provided, however, that if
any deleted work in a supervalvy pricel item of the next under the deleteration that the results have been agreed work in a reparably pricel item of the next under the deleteration work in preparably pricel item of the next under the deleteration work in preparably pricel item of the next under the deleteration work in preparably pricel item of the next under the deleteration of inher the workness sensiting of wages, and flags beautiful work of subminess estably price to get behalf of the workness; and (c) a research of the next increase it which the flags beautiful prices of equipment howing a replacement value
of SSOR.OO or less that he contracted in the total sense and perspectation, building their prices of the work helps or the submines or workness to the contracted in the total sense in the order on the subminess

Worker's Compensation, and Union Sensitie.

(b) For som-wand equipment resisted from third parties, compensation shall be the actual invoice cost plant 1974 for overhead and profit and each costs shall be substantiated by an invoice from the supplier. If the Substantianter elects to work overtime for any reason and requested by the Contrastor, as promises compensated for the parties of the Substantianter is requested by the Contrastor to operate on a promise there has a substantial for the entergant operating hours of the Substantianter. In the event the Contrastor of the Substantianter work on a premium time hash for an extended time partied the above rates shall be negationed by the Contrastor and Substantianter work on a premium time hash for an extended time partied the above rates shall be negationed by the Contrastor and Substantianter of any tax under Coliffornia Substantianter.

10. TAXES: The Contrast Prim includes the payment by Substantianter of any tax under Coliffornia Substantianter. Law, or any sumediated by Pederal, State, local or other governmental authority, taxing the materials, services required, or interfermed or to be sentenced in terms. أأمش يمار

governmental authority, turing the materials, surview required, or labor furnished, or my other ten levied by reason of the work parformed or to be performed formatile.

11 COMMENCEMENT AND COMPLETION OF THE BOTTHE IS OF THE ENGINCE of this Agreement.

Subcontractor to commence the Job on the date specified by the Contractor and shall processor and complete the work underinked in a prompt and different menter and it assessment with "Contractor's Requesce Schedule" and all revisions made therets, and shall not delay, interface with or blader the work of Contractor or my other subcontractor. Upon request by Contractor, Subcontractor shall not delay, interface with or contractor a materials or colorable in such furnish to Contractor a materials or colorable in such furnish and contractor my require related to the work to be performed under this Agreement. The time given Contractor to purplem all to work to be performed under this Agreement. The time given Contractor to purplem all the work to be performed under this Agreement. The time given Contractor to purplem all the work to be performed under this Agreement. The time given Contractor of countractor, shall provide additional work forces, overthes, additional states and shall expedite the furnishing of material so as to move the progress substants. Contractor, shall have the sole right to contractor, shall be performed, and, in one of conflicts, to adaptifish the time and order in which the vericins provises of the units project work shall be performed, and, in one of conflicts, to adaptifish the time and order in which the vericins portion of the units project work shall be performed, and, in one of conflicts, to adaptifish the time and order in which the vericins portion of the units project work shall be an extensive.

Subcontractor and other subminimateirs.

The Subcontractor agency that he is present that the Project will be constructed in pienes. Before this intention under pienes for man-standard or special materials, this contractor shall be constructed in pienes. Before this intention and antichaling, Subcontractor expect to extracted the such diseas, and proceeding thereonly he made contract and disease, and proceeding thereonly he made contract and disease of the July at provided herein, so that, in confinents with other tracts copyright thereon, he will assure the unintercepted progress of the Project. In the event Contractor weak schedule should be alonged, Subcontractor will proceed in strict accomplishes with Contractor's directions. Any changes is the subcolube should be used in writing as specified in Saction. I Subcontractor the copyright work of contractor or other subcontractors. In the event of any conflicts in the work achedule of Subcontractor at the decision of Contractor of Subcontractor and the decision of Contractor shall be final. Any construction are representables that seems or work; will be easily the Subcontractor at the class indicated therein; nevertheless, Subcontractor most be randy and ship to perform the 16th within the operand indicated therein; nevertheless, Subcontractor should be resolved in significant or subcontractor at the class indicated therein; nevertheless, Subcontractor and in other section of the July, whether count in specific or part by Contractor or changes on account of any delay or disruption to Subcontractor which the stream of the July Subcontractor or change or account of any delay or disruption to Subcontractor which the stream of the July Subcontractor which they account to a breach of the Subcontractor.

may amount to a breach of this Subscattpot.

12. LINES, GRADES AND MEASUREMENTS Subcontractor assumes full responsibility for the proper interpretation and interpolation of all ligas, levels and interpolation to beach marks, property ligas, reference ligns and the work of the Contractor or other reducements. In all cases where dimensions are governed by conditions already subblished, the responsibility for correct innovings of the conditions shall run sufficiely on Subcontractor. No varieties from specified ligns or grades or dimensions shall be made except on written authority of Contractor. All work 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 summountant of work hereunder, Subscutracts. Absorbings that all related, edjacent dans work, services, stillties or meantain are acceptable to him. Unless the Subcommeter reports prior damage in writing to the actor, Subcontractor hereby welves any and all claims for damages or estima with respect to deficis in or failure of such work. RELATED WORK. By 4000 services, utilities or imperiols.
- 14 INTERRESPTION OF WORK, If, as a result of firs, ourthquake, set of God, war, strikes, picketing, boycoit, lockness or visual time boycoit, lockness or visual time to strike control of Contractor, Subcontractor discontinues the Job prior to its completion, then Subcontractor shall remain work as soon as senditions permit, or if Subcontractor shall descenting work because Contractor shall consider it immivisable to precent with the Job, thus Subcontractor will remain the job promptly upon receiving writen notice from Contractor to do so, and Subcontractor shall not be estilled to any duranges or compensation on account of sensation of work as a result
- lockoutes or other ceases or sterifices beyond the control of Contractor, Subconstructor discontinuous the Job prior to its completion, then Subconstructor shall remain the sold that the Job, thus Subconstructor shall governed upon receiving written action from Contractor to do as, and Subconstructor shall not be entitled to any discusses or companion on account of centration of work as a resolt of any of the course stantianed above. Completion of Contracts accurate an examinate of central or of any of the course stantianed above. Completion of Contracts accurate an examinate of the Job shall be indicated to impectation and approved by all applicable governmental archerists, Contractor and Contractor's representatives such assignment of all processors in the following the progress of the Iob, and all nearly shall be in accordance theretory, Subconstructor shall provide activities and proper facilities during the progress of the Job for all such inspections is the field, at shape or any place where insteads required inspections are required for the Job, and all nearly such inspections is the field, at shape or any place where insteads required inspections in the next of properties of properties according to progress of the Job for all such inspections is the field, at shape or any place where insteads required in a result of any such inspections about the properties according to progress of the Job for all such inspections is the field, at shape or any place where insteads a required in a result of any such inspections about the properties according to progress of the Job for all such inspections is the field, at shape or conventors institute required as a result of any such inspections are required to properties and the properties of the such as a standard or any such inspections and the required for properties and the field of such as a standard or any such inspections are required for such as a such a
- CORRECTION AND REMOVAL OF DEFECTS IN MATERIAL OR WORK, All defents in material used or CORRECTION AND REMOVAL OF DEFECTS IN MATERIAL OR WORK, All defects is control used or week performed motor this Subsection or designated by City or County Impactors or Contractor, upon Impaction and Incomplete to the extention of Subsectives riself immediately to corrected by Subsectivation to the subsective of Contractor and the designating person. If any workmanship or controls are destroid in writing by Contractor or any applicable protomaster or the appropriate procuration authority to that office, Subsectivator shall present with dee difference by recover from the olds of such autorises, whether instead or incorporated in the late or set, and shall recover all such sections of the tensent or happens well. Subsectivator shall also restore or repair only work of other tendes demand by such a removal. In the event that off or may portion of such week shall be no factor a nature, or the tipes available to complete the velocity such a section, or the section of contractor it would be inappedient to order the same replaced or contractor to difference between the fair and removable value of such work and its value had it been constructed in conference with the Contract Demandate.
- configurate with the Content Decembed.

  18. UNIATERACTURY WORK: Upon written notification from the Contractor that Subcontractor's work in in any respect manufalation, another content in compliance with the Contract Decembed, or that the Job has been duringed, Subcontractor shall, width toward-few hours of such antification, proceed with due diligence to take all antion secondary to correct or repair the Job.
- repair the just.

  19 DAMAGE TO WORSE Should Subventructor durings the work or installation of Contractor or any other subscentration, Subcontractor shall promptly pay to Contractor or reach authorization, on the case may be, all costs incurred in repairing the durings. Subcontractor and his supplies shall not be permitted to drive may valide over may once or playmalls on the Project at may time by any meson, and Subcontractor shall take all notion measures to concer that his suppliers comply this with the requirements of this Section and shall be responsible for all demands to cashs and elevation content by his validates or those of his suppliers. Subcontractor shall be responsible for all demands and protecting the Job and bear the risk of any demands there until sorts time as the entile Project in completion and final acceptance of the Project as a valual, regardless of who consell such demands on the Job successed, shall be promptly repaired or replaced by Subcontractor at his own content and examen.
- 20. HOLD HARMLESS: Subsentencer will hold Contractor humiless from any and all demagns second by dishestive worksmankip or materials, and delays second flavely, and will pay and releabane Contractor for my and all such desagns. In the event any dispute arises as to Subsentence's worksmankip or the quality of restorials furnished, the decision of Contractor researchly saids and arrived at shall be blading.
- and serviced at shall be binding.

  21 GUARANTEE: Subcontractor generators Contractor and all future occurs of the Project, or any parties thereof, against my loss or desings which from any defect in meterials and workmentally fundated water this indecentract for a partied of one (1) year from the date of because of a Cartiflate of Occupancy for each building final encaptance of the Indoordant from Contractor or any such source, Subcontenter and present within treaty-fore (24) hours of anti-notice with due diffuses, at his own openes, to expect on y defective naturals or perform any labor secondary to convert my defect in the 16th. Upon failure of Subcontenter to do on, Contractor, or the affected source, may farnish or second, at Subcontenter's expenses, such meteodols or labor as are secondary to bring the 16th to put to the regarded attender's, of court than incurred thereupon becoming a deletionability due and pupility by Subcontenter, which date Subcontenter that pay in Contractor within fifteen (15) days after written demand from Contractor or the affected owner. This quested our year generator provided herein shall be deemed to be in addition to other contractors and stategy versatales of performance and set is lies thereof.

  22. DELAY IN PERPOSIMANCE: TIME IS OF THE ESSENCE of this Subcontent. Contractor may, from time to them, establish specific subclaim for the project work.
- 22. DELAY IN PERPORMANCE: TIME IS OF THE EXSENCE of this Subcourses. Contractor very, from time to their, establish specific schedules for the pace and rate of performance of this Subcoursest work and other partiess of the Project, such including without limitation, benchmark dates or intermediate completion dates for various or the Project, as completion date for the entire Project, specific number of units to be completed within a given time period, and the members of qualified workers accurately, as determined by Contractor, to melatain the pace or rate of work enthilated by Contractor: Subcontractor acknowledges his understanding that Contractor, in entering into this Subcontract, in relying on Subcontractor's shilly and willingness to perform his work at the pace or rate as may be established by Contractor from time to time. Subcontractor shall prosesses the Job in accordance with



interfere with or blader the work of Contractor or may other subcontract

SUBCONTRACTOR DEFAULT/TERRORNATION: in the event Subcompanier, at any time, fails to properly and by prosecute the Job, falls to pay he workers, sub-subcontractors or suppliers, or otherwise breaches a meterial provision of this seast, and such fathere or default is not corrected within forty-eight (48) hours after receipt of written notice from Contractor to 23 differely brose (a) Without taking over the work, provide necessary inter and materials or employ any other persons or persons, including median constants, to finish the work and provide the tenterials therefore at the expense of Subconstants; or

(b) Terminate Subconstanter's right to further medium which the expense of Subconstants; or

(b) Terminate Subcontractor's right to further perform under the Subcontract and complete the Job at the expense of Subcontractor: If Contractor as terminates Subcontractor's right to perform under the Subcontract shall have the right to use 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 Steelsheld by or belonging to Subcontractor to complete the Job without my compountation in Subcontractor for such time, and Subcontractor shall not be entitled to receive any further payment under the Subcontract until the entiter Project has been completed, at which time, if the unjust belongs of the amount to be poid under the Subcontract entitle expanse incurred by Contractor in finishing the Job and any demagns neglated by Contractor or a result of Subcontractor helded, such expanse will be paid to Subcontractor, but if such expanse such demagns shall enough the supplied belongs, Subcontractor shall pay for difference.

to Contractor
As used in this section, "expanse" shall mean the actual cost iscented by Contractor, plus a medium allowance of 15% on such cost.

2A. DEFENGE OF PATRIVIE Subventractor shall defend all suits or cisins for indiagement 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 held Contractor, the Owner or the Architect humbes from less on account thereof, sample that Subcontractor shall not be responsible for each defense or loss when a particular design, process or product of a particular membershravity) is specified for use by the Contract Documents.

25 CITTING, FITTING AND PATCHING; WORK OF OTHERS: Subcontractor shall, as a part of the Contract

Price, do all custing, 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 advocatescent, above, is or reasonably implied by the Contest Documents. Subcontractor agrees to protect the work of others from durings as a result of his operations. Should Subcontractor cases durings to my separate subcontractor on the work, then Subcontractor ogrees to compensate promptly such subcontractor to the extent of his durings in provided in Section 19.

provided in Section 19.

26. CLASHS OF SUBCONTRACTOR FOR DELAY OR DANAGE, Subcontractor expressly welves any and all rights to enable close or be estitled to provide my companion or datages for father of Contractor or other subcontractors to have related portions of the Job completed in thee for the work of Subcontractors to Justice and the subcontractors and the sub-enhancements shall design the continuous of the work under the Agraement, including enter work is necessation thereoff, process and melatels in firms, at their sub-contractor shall be immediate down the terms specified below. The immenses to be fermitted by Subcontractor shall be immediate and under the terms specified below. The immenses to be fermitted by Subcontractor shall be immediate and such the terms specified below. The immenses to be fermitted by Subcontractor shall be immediate and object the measurement of the successful to Contractor and authorized to transact business in the State of Collisions. Subcontractor shall use (10) days other the measurement of immenses of immenses oriented to the contractor or prior to bit commencement of any well (whichever occurs first), provides to contribute of immenses oriented to the contractor of immenses oriented to the contractor of immenses oriented to contractor in the overage heavilg method inserting oriented or otherwise materially changed without fairty (30) days prior written notice to Contractor in the overage evidenced by any week cartificate in consolied, reduced or otherwise medicate confirming to the immenses requirements specified berein at least first (3) days before the effective date of entered to any cartificate confirming to the immenses requirements provided by this Subcontract, Contractor entry, in addition to other remodule, procure end analysis to expense to Subcontractor of the time of all such policies to Overar and or Contractor within 30 days of such request of the measurement of instructors which subcontractor in have a responsible to the such and laws one obligation, to pr

reserves the right but shall have no obligation, to preserve the Statutence or any portion thereof, the Which Statutence is haven responsible and which in the section.

Contractor shall seated but the parameters and other charges mesociated with such insurance shall be reducted to Contractor Contractor there reserves the right at my them, with thirty (30) days written notice to the Subscatacion, to require that Subscatacion research the research the research that Subscatacion research the presentation of the subscatteristic of the Subscatteristic or the subscatteristic of the Subscatteristic or my other than present hunter outside the Subscatteristic in the subscatteristic or my other then present that the Subscatteristic interest of the Ocean and Contractor in the overest that materials or may other type of personal property ("personal property") is negative if the Project or delivered to the Project of interest or the Subscatteristic or my other than the Subscatteristic or my other type of personal property ("personal property") is negative in the Project or other than the subscatteristic or my other type of personal property ("personal property") is negative in the Project or other than the present of the Project, such respectability shall be become a finite or the Subscatteristic or of the Subscatterist or the Subscatter

Coverage A. Sainteer Beach:
Coverage B. Employer's Liability
Bedily lajary by socident 31,000,000 each socident
Bedily lajary by disease
Bedily lajary by disease
S1,000,000 socia supployee it include a waiver of subrogation <u>andorsement</u>.

- Comparcial Auto Catestan; Auto Liability limits of not less than \$1,000,000 each accident, combined Builty layery and Property Dumage Liability fraceses including but not limited to owned autos, bired or non-award autos.
- 3 Comprehensive General Liability or Commercial General Liability:

  a) <u>Commendes General Liability</u>
  The finds of Heldlity shall not be lose than:



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ncoercial General Liability The limits of liability shall not be lose these Each Occurrence Liabil \$1,000,000 beand Adventibing Injury Limit 51,000,000 destarCompleted Operations Aggregate Limit 37,000,000 mrail Aggregate Limit 52,000,000 for these Products/Completed Operations)

The policy forms most inci-

The postry arms more armount:

a) Promises and Operations revenues with no explosion, reliepes, or underground durage (XCU) exchedent.

Products and Completed Operations coverage. (Subcontractor agrees to maken in the coverage for 10 years following the recognitions of his walk by the contractor or until all applicable Statutes of Limitations exples, whichever length of time is longer,).

Subcontractor further agrees to continue musting Contractor and any other parties in interest as Additional insured(s) for the entire

Bleefest statemental coverage or its equivalent Form Property Davings coverage

y or in equivation, go consisted operations or by equivalent, more and any other parties in interest as stillificant instruct(s) under the coverage specified under such any other parties in interest as stillificant instruct(s) under the coverage specified under such any agent shall constain the fallowing provision:

"It is understood and agent find G Companies Construction, lim., Bank of the West, Municia Village Walk L.P., is cofficer, directors, agents, servests, scaphyres, divisions, subdifferies, partners, shortholders and affiliated companies are additionally sensed as irounds under this policy, with support to legal liability or calculat caused by, urbaing out of, or relating to the source amissions, work or week product, of the named insured or of others performed on behalf of the named insured."

The above gadaranased shell be acceptable so well as 380 frame CG20108 11/85 or CG2026 11/85 or equivalent. ISD forms CG2016A or CG20108 10/95 or deals equivalent ARR NGT ACCEPTANTAS. Any first that Surbs coverage to "CONGCING OPERATIONS" or observate does not great additional insected atoms under the productor-benegiated operations coverage 38 NGT ACCEPTANTAS.

If the Subsentanter conducts a thorough source of realists inservace companies who either General Linklithy coverage and it is determined that 200 forms CG20108 11/85 or CG20208 11/85 or their equivalence are unavailable, then 380 CG2010A or CG2010B 10/95 or their equivalent may be considered by the

famos coverage (Evengential by Contractor). Augustages stating: "Such coverage as in afforded by this policy for the benefit of the additional inversel(s) is primary and her coverage mediateland by much additional insured(s) shall be insu-contributing wife the coverage provided under this e) As such

28. BHEMENPECATION: Subventments shall protest, defined, indensely and hold five and harmion Contraster, are and Landor, and Sade effects, directors, representatives, and agents, from any and all obligations, theility, Hum, and, demands, loss, demands and loss of the Johnson (Indentification), or causes of an windower (Sandonius to an Challer) is any very connected with or arising out of or altegad to arise out of the florance by Subcontraster of the Joh and this Subcontrast for, but not Healthd in, the following:

(B) Chiese, including alleged defines in the construction of the Joh, by the counter or fature oversus of the Property for agent to the Property (including loss of one through, the improvements thereon, and property appartment thereon, or may part iterated.

(B) Chiese for possessi injury, including but not Healthd in, builty injury, death, canolineal lajory, industrial and or elleged to be estuant in whole or in jurt by any act or contains of play injury, death, canolineal lajory, industrial and or elleged to be estuant in whole or in jurt by any act or contains of Subcontraster, bits sub-subcontrators, suppliers or suppose ofly or leafance or subtraction of the part of Contractor of Subcontractor shall apply regarding at any to under parties on angigeness or willful missendant of Contractor or Owner; however, such obligation shall not apply to Chiese for a two oles registers and loss for whole the part of Contractor or Owner; however, such obligation shall not apply to Chiese for a two oles registers and loss for willful missendant of Contractor or Owner; however, such obligation thall not one to loss, including all ideas or consequential demands from the part of contractor from such chiese or fines.

(W) Chiese, flow or passible that may arise from such chiese or industrial by Subcontractor of any subty, playment or other government law, regulation,

inchinated or com

(iv) Claims, flow or practice that may as no more any as no more any other party indevalided herein compleyment or other processing the proceedings shall be brought applied Contractor or my other party indevalided herein concerning my Claims to which Subcontractor industries applied, Subcontractor shall, upon demand by Contractor, and Contractor shall be industrialed party at Subcontractor's own expense, and Subcontractor shall pay all couts and my

(v) In was say selt or other precessings shall be beenght against Contractor or any other party indennified horounder consecuting any Cloims to valid Subcontractor's indennify obligation applies, Subcontractor shall, upon demand by Contractor, number the defines therein and defined the beloemfiled party of Subcontractor's own expense, and Subcontractor shall pay all cours and any judgment that say be rendered forcein applies in indennified party.

(vi) Indennify that Limited - is any and all circum against the Indennification by any compleyer of the Subcontractor, or anyone diseasy or indennify that the best of the Contract or stream for whom set any of them may be liable, the indennification obligation under this section shall not be limited in any way by any limitation on the amount or type of demanges, comparameters or beautiful number my Workers' or Wedness' Comparameter and the amount or type of demanges, comparameters to be beautiful number my Workers' or Wedness' Comparameter and illustrated to review the supiration or termination of the Contract until such that a special section of contract of all minimum of the Contract of the Contract of the contract of all federal and state tense and insurance and contributions for social security and memoployment which are measured by wages, substant of all federal and state tense and insurance and contributions for social security and memoployment which are measured by wages, substant of all federal and state tense and insurance and contributions for social security and memoployment which are measured by wages, substant and only occurrences with respect thereto. As the Job is completed, Subcontractor shall recove from the state thereof, to the satisfaction of the Contractor all of Subcontractor's rapidoth, debrin,



, materials, took and equipment and, if Sub.

red by Contractor by remain of Subscentractor's follows

ent of Contra

COMMENTS OF CONTROLS AND LAWE: Subcomments shall promptly obtain, at his expense, and before commencing any portion of the Job, all pressible and Henness required for the Job. Subcomments shall ecceptly with all laws, ordinances, resist, regardines, orders and requirements of the applicable city and country government, the State and Pederal government, and of any board or commission or any other daily qualified body having jurisdicates, within shall or might affect or apply to the Job, hasheling State of California Occupational Safety and Health Standards Board, Subconstructor shall exhibit each such required permit or House to Contentor upon its required.

34. ——PREVANIBE WACHE AND PAYMOULL SERCEDISE to the channes of a contenting collective largesting.

intention understands and agrees that the reague to be quid by Substantia the results of the Pulpet, or any part thereof, that he a wage not time of intention of this Pulpet, or any part thereof, that he a wage not time of intention and marketies any local measurements. the character is the insulation of the oter in the country mid providing organization employed on our mid-providing organization populate in the m marked condition organization. per de made de la to freezista to ask balance par To freezista tur shall enabels payers! re this payord greatels for a probab of each loss than three (3) years from the date of completion of the lob. Sales philoson of each employee who works for Bubounterter on this Project, his convert cir ula dia same und c delily and wealthy member of hours weeked, deduct raille des parrieles es d'Air Bestine, 14, Contrador may mithe lé dem des Babreste ulterationists horsender. Belterationists facility agrees that any failters to tally earn atmind broads of this thin contrast. Belterationists shall be up failty informed of all m name and expektions which is any annuar effect these expect o is any may office the executed of the work, and of all orders and the ur by the Outcombranter or the Authorizanter's employees. To purify n providence of Burlium 1774 and 1778 of the Guillemin Labor C Subsentinator shell reditor and now when the Con-

emply-with the providence of Sections 1994 and 1995 of the Galifornia Lobes Code.

BEGENERITY: Subscatzuster shall califor energy are subscatted the visite or may perion of this Subscatzuster the visite or may perion of this Subscatzuster, and that only subject to, and upon the seg in each and every instance premiseles in writing from Contraster, and that only subject to, and upon the seg in the providence of this Subscatzust. Any providing greated by Contraster shall not be decembly permiseless meant of subscatzust. Any analysis are excellent to provide the subscatzust by Subscatzust by Subscatzust and shall require of this Subscatzust. Any or provide the scatzust of the provisions of this Subscatzust and shall require the scatzust or subscatzusts. ret first obtaining in each and every instan terms and conditions, or the provinters to provided shall be sail as nct. Autr such

incode provided shall be still and weld and shall at the option of Contraster be grounds for termination of the Subsentant, Asty such analysement or subsentant shall controls all of the provisions of this Subsentant and shall require the analyses or subsentant thereign the observations of payments permitted by Contractor shall be submitted to this Contractor. Any analysement of this Subsentant or susignments of payments permitted by Contractor shall be submitted to this Contractor. Any analysement and shall not be blooding upon Contractor swell on approved. He analysement shall relieve Subcontractor from his duties, obligations and liabilities becomeder, subset appeals to approved. He contractor.

36. LAISTE: Subsentantor shall pay when due all claims for labor or autorials incorred by him in the performance of this Subcontract. Should may sub-subsentantes, supplies, treat fined, or other party providing haper or restarials for the his loss round a claim of library relieves the Property or Sib a step notice with the Owner, upon document of Contractor, Subcontractor shall no later time ton (19) days from receipt of the demand and at the own appears procure, femind and received an appropriate statistic related back with will extinguish or remove any such liter or step sation, or shall otherwise satisfy and disabetype such claim. In the event Subcontractor shall full to us do. Contractor is hartly entherized in use whethever means it may dema but to cause the line or step notice to be extinguished or removed. therete to be extinguished or removed.

37 INSOLVENCY OR BANKRUPTCY In the event Subcontractor becomes insolvent, is unable to pay his current sees or committe any set of businessity, Subcontractor shall be considered as being disabled from performing the Joh, and this street may be terestanted at the option of Contractor upon twenty-four (24) hours written notice to Subsent Subsectives may be invaluated at the option of Contractor upon twenty-four (24) hours written notice to Subsectivator. If an order for relief as entured under the Subsectivator Code as to Subsectivator, Contractor stray libraries incubiate this Subsectivat upon giving factyeight hours written notice to Subsectivator, its trustee, and its surety, if say, unless Subsectivator, its trustee, or surety premptly comes
all defining provides adequate assurance of fature purformance, compounter Contractor for losses autoined from such definits, and
timely assente the obligations of Subsectivator. Subsectivator hereby authorizes all financial institutions, susceptions and individuals
to disclose to Contractor Subsectivator's financial status, evalls and resource of meeting obligations. Subsectivator shall the with



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Contractor within thirty (30) days after the contractor shall me Contractor within mery (10) once arms un position a successed in an incomplete, up-to-date financial interaction and Subcontractor shall file who, Contractor querierly, complete, up-to-date financial interaction or before the thirtiesh (30th) day of Jessey, April, July and October of each year during the creat hereof, and at such other these as Contractor may require. Should Subcontractor full for any reason to file any financial statements as hereinshove, required, Contractor may at, its option, turnslate this Subcontract. All financial interactors shall be interested certified by a public accountment.

- DEATH OF SUPCONTRACTOR. If Subcontractor is a sole proprietor, his death shall enterestically terminate this 38.
- 39 JOBETTE SUPERENTERIDERT: During the performance of the Job, Subcontractor shell through to the jobelie labor, educated and suitable materials and a qualified superintendent or forward to set as the representative of Subcontractor to jest, with the right and power to obligate Subcontractor Such superintendent or forward shell at all three to extinductory to stor and shell not be changed without the written consent of Contractor. Upon oral or written notice from Contractor that such skilled labor, adequate and suitable materials and a  $\eta$  the Project, with the right and power to obligate Sub Contra est or foremon is unautholistory to Contractor, Subcontractor shall promptly replace him with a pursua autholistory to
- 40. LIST OF SUFFILIERS: At Contractor's request, Subcontractor shall, within ten (10) days of execution of this Subcontract, provide in writing a flat of sames and addresses of all sub-subcontractors, generalization and other suppliers with will supply labor, meaching or equipment to Subcontractor for the Joh. The writing list of suppliers shall, upon receipt by Contractor, he etiached to this Subcontract and shall be made a part hereof. Subcontractor shall not few the right to change any of the suppliers without first obtaining writing parallel of Contractor. Subcontractor warrants that the list of suppliers who will supply Subcontractor shall be the only suppliers for Subcontractor Er the Jule.
- 41 DELEVERY RECEIPTS ON MATERIALS: Upon Contractor's request, Subcentrator shall familih Contractor with a deplicate copy of all delivery receipts for materials delivered to Subcentractor at or for use on the Job within twenty-four (24) hours after each delivery
- 42. TIME OF ESSENCE AND WAIVER. All these limits stated in this Subcontract are of the essence to this Subcontract. A valver by Contractor of any breach of any one of the terms or conditions have no contractor of any breach of any treath of the terms of conditions have no constituted as a Welver of my subsequent breech. Any co perfection by Subsequent shall be appliconsent by Cuntraster to a delay by the performance of Subcontraster of any obligations to be Mouble only to the particular transaction to which it relates, and it shall not be applicable to any
- the religation or remarkies. Delay is the enforcement of any remove by the contractor in the event of a breach of any term or condition bework or the courseles by Contractor of any right havemader, shall not be countract as a waiver.

  43 UTILITIES: Contractor shall farmish at his coun expense all utilities, including, but not limited to, electrical power, lighting and water needed to properly perfects the Job. Subcontractor to provide electrical cords, light steadards (for test, purposes) and water boson for attachment to Contractor provided utilities.
- ig non-view to propagy persons and rost source to provide success to provide coron, again because one man purposes; and loose for attendment to Contenter provided utilities.

  44 DATA PURINGERIES BY SURCONTRACTOR, When requested by Contractor, Subscattentor shall, at his even on, furnish promptly any number of prints, of his shop drawings, subscales, reports, or any other data that may be necessary in the tion of Contractor for graphs performance or elatification of work. operation of Con
- SURCONTRACTOR'S WARRANTIES AND REPRESENTATIONS: As a material indominant to Compactor to rkest, Subvenigation waterske med represente na Schwer; Subvenigation is Smiller with all requirements of the Sub enter into this Sub
- (a) Subcontractor in Smallier with all requirements of the Subcontract and Contract Documents,
  (b) Subcontractor has investigated the Project and has estimated hismally regarding the character of the work and local conditions that may affect it or its part

  - (a) Subscattestor is satisfied that the Job can be performed and nemplated as required in this Subcontrast,
    (d) Subscattestor is satisfied that the Job can be performed and nemplated as required in this Subcontrast,
    (d) Subscattestor warrants that is entering into this Subcontrast to has not been influenced by any statement or
- actor or in supresentative but only by the Contract Document (1) Submentactor is Summinity solvent. (a) Submentanter is experienced and competent to particular

  - (g) Subcontracter in experienced and competent to perform this Subcontract.
    (h) Subcontracter is qualified, Scenard in good standing and authorized to do business as a contractor in the State of
- California
- (1) Dehoustrator is familier with all general and special lowe, ordinances, and regulations that may affect the Job, its hose persons employed threets.

  (D Subsentmeter in Sweller with the inst and inher regulations and with rates of pay that will affect the work perfecence, or

- (c) All week shall be performed by succiously skilled in this type of work and as required by the County, State of additionin Occupational Subty and Mealth Standards Board and any other related governing public agencies, and shall provide adequate related an accessary for the subty, health and well being of his coupleyees and others for his puried of contrasted work.

  46. POSESCITY Substantant whall not disclose or units public to any name media or any pursues associated with the settle media or by advertisement or by public release of any kind or nature the fact that Subcontraster into entered into this Subcontrast with Contraster, culous such public release is fact approved in writing by Contraster

  47. CONSIST OF LAW To intend of the State of Colifornia shall govern the interpretation, validity and countrastion. Colificatio Occupa
- with Contractor, unless such public re
- of the terms and co less of this Sul
- 48. SEVERABILETY Should say provisions of this Subcantrast, or any part thereof, prove to be invalid or otherwise scaled, then such provisions shall remain in effect to the extent permitted, and the other provisions of this Subcassmet shall in Sell Seco. and other, remade in full force and o
- \*\*\*. FLACE OF PERFORMANCE: Execution of this Subsectives shall be at Contractor's Principal place of business in the City of Novepert Seath, County of Orange, State of California and the County of Orange, State of California, shall be desired the place of particular seat and Subsective for all legal purposes.

  50. HEESES AND ASSIGNET This Subsectives shall just to the hundles of such that the desired in advantage of the seather seat and the seather s
- meets of the respective parties haves, and the needgar of Continuous CES: All notices, statements, demands, applications and other consequientiess to be given by a party maker or
- NOTICES: All notions, stat personne to the Subcentract shall be in writing. Service of any such writing may be accomplished by personal service of said writing, by use of first class and, by Pederal Express or other evernight service, or by Sustainin transmission. The writing shall become effective at ture of little cases ment, by reserve impress or other eveningst service, or by theretails transmission. The verting shall become effective the time the verting to received by the party being served. Personal service may be made by delivering the verting to the analog representative of the recipient party at the Project site or to a person in charge at the office of the recipient party. Service by small or floateable transmissions shall be sent to the recipient party at its office address specified in the Subsamizant, or to such other natives as either party may designate for itself by written notice to the other. A deplicate hard copy of any writing served on a party by fluxicable transmission shall also be sent to such party, on the same day or as soon as possible thereafter, by first class mail or everlight service; such writing shall, neverticalous, become effective at the time the focultuite transmission in revolved.



Page 8 of 21

52 SUPPLEMENTAL SC. DUI he SUBCONTRACT AGREEMEN SUPPLEMENTAL SCHED.

attached hereto as Schedule A - Scope of Week, Schedule B - Contract Documents, Schedule C - Project Specifications an

D - Payment Schedule are incorporated hereto by this reference. usin B - Contract Documents, Schodule C - Project Specifications and Schodule

His Bulcoustrator shall comply fully with all laws, orders, citations, rules, requisitions, signal health and suffity accident prevention and suffity equipment and practices, including SAPETY REGULATIONS: S 41 standards and statutes with respect to occupational health and safety accident provention and entry openpasses are pressures, recurring any socident provention and safety program of Owner or Contractes, and use of any humardon advantages. Subcontracter shall conduct importance to determine that ask working conditions and equipment exist, and accepts tole respectability for providing a safe place to work for his semployees and fir the completyons of his sub-outcontracters and suppliers. Whenever the Subcontracter's operations increase a condition hearedness to traffic or to the public, he shall firminh, event and maintain such Acceptage, traffic plates, lights, signs and other dayloss so are measurer to general tendents, decough or injury to the public.

54. ACCEPTET REPORTS: Subcontracter shall immediately report to Contracter all accidents occurring on the alto or ing and statutes with respect to occupa

54. ACCIDENT REPORTS: Subcontructor shall immediately report to Contractor all accidents occurring on the alto or in any way connected with the performance of the Job which create in death or injury to persons or in desings to property.

55 RESERVED GATE SYSTEM: Contractor may at any time untablish. Reserved Gate System. Upon receipt of notification by Contractor, Subcontractor shall sides by the terran and conditions established for such Reserved Gate System and tube all reseconds steps reseasely to heart the parameter of the Reserved Gate System. Subcontractor shall selvine Contractor of the union utilization, if any, of each supplier who will supply Subcontractor for the Job and Subcontractor shall use his best offerts to insure that all his suppliers suspense with said hours the tenses of the Reserved Gate System.

56. JOB SETE RESTRICTIONS Subcontractor shall notify his susplayers, sub-subcontractors and suppliers that the following job the restrictions shall apply and shall be attributed such such as a consumed on the contractor of the subcontractor shall not the household to be contracted as shall apply and shall be attributed entered of the household to be contracted as shall apply and shall be subcontractor shall not the household to be contracted as the

(a) No should be received or problemed man-prescription drags will be brought to, or taken or communed on, the Project sits at any time.

(b) The playing of suplified breadont stants or recordings, at any level, will not be penalized on the Project site; and
(c) No children or pots are permitted on the Project site.

Violation of any of the above restrictions shall countliste a material breach of this Subcontract and the employee or other individual

Violates of any or un movernment and commune a parama transport is the secondard and an employee or other autovioral involved in the violation shall be removed immediately from the Project elle.

(4) Working House No construction shall be perfected within a helf ratio of any residences between the house of \$ 60 p.m. and 7:00 s.m. from bloodey through Salarday and at no time on Standays or holidays. Mediatempse may be perfected as associal but not to the extent that the action could be decread a resistance. Setteday work shall be subject to the approval of the Contractor's

(a) No tends or humanious materials or substances shall be stored on jobule at any time. All tends weste shall be properly disposed of offshis, including, but not limited its, point once.

(2) The Substantiantur's right of entry is restricted to his representatives, suppliers, subscaning and the substantial by the substantial by Contractor's Product Superintendent.

employees. All other persons resking early shall be referred in Contractor's Project Superintendent.

(a) Subsequences will be permitted into the work area only at points designated by Contractor

MISCELLANEOUS: Enhancements shall notify his employees, sub-autocutractors and applies that the following: shall apply and shall be strictly and

shall apply and shall be strictly enforced:

(a) Storage Site: In the event az area is required by Subscentrator for profiberiorites and/or storage of materials, Contractor shall provide a location only. It can be usefable. Subscentrator shall provide all temporary storage and shap ween that we required at the site for the each and proper storage of materials, both and other hans used in the performance of this work. These areas shall be constructed in only approved heatings and shall not intended with the work of any other automateurs. Subscentractor shall provide his own temporary power (drop could, oth,) security facelog, and my other inner accountry for storage site. If seem of the site area by Subscentractor for storage, a key or lank consideration shall be left with the Contractor's Project flaperintendent. Any materials shall write to the test of the storage of passed building provide. Any materials shall be stored to a to a use a fee incompanies and distributed so as to provest overlanding to any parties of sections. No material or equipment shall be stored where it will interface with the 2to and sub-passes of public traffic; and at the soul of each day's work and at other three when construction operations are suspected for any materials. Subscentractor shall recove all equipment and other destructions from that persion of the reactions for mentals traffic.

operations are suspended for say reason, sourcements are real realistic operations are suspended by Substantinual approved by realistic traffic.

(b) Substantinual result specifies of the symbol specifies an area selected by Substantinual result approved by the Contracter. Any relevation of the yeard by the Substantinual results are superated to Contracter. Substantinual results affecting a state of the southful provided town and make all possible offerts to limit noise and superate of equipment to originally appropriate the superated to the southful provided town and make all possible offerts to limit noise and superate of equipment to original superated to the southful provided town and make all possible offerts to limit noise and superate of equipment to original superated to the southful provided town.

(a) Prior to installation, Subsensenter shall remainly impost the installed work of other taides, including Sulf measuring of openings if applicables, and varify that all each work is complete to the point where this installation may commence. Subcontractor shall varify the completed installation will be in strict encounters with the superved slope drawings. In the vives of fluorepasty, problems, or condition, Subsensenter shall installating satisfy Contractor. Subcontractor, has also visited the site and has satisfied binarial with all also conditions and has approved to note the condition of the satisfied binarial with all also conditions and has approved to note the condition of the satisfied binarial with all also conditions.

conflicts, Substantian shell immediately antify Contractor. Substantian for visited the site and has autorised with all also considered and has agreed to match exhibit antiferants. (If applicable).

(if) Protesting: The Protesting antiferants and epolyment, flumined under this Agreement, either in trunts, stored or installed, shell be the responsibility of this fluticontractor until final acceptance of the Project on a whole, Subsentivator shell, at all tision, protect and one for any and all improvements sowered under this Agreement and the work of other trades during his complete operation for the full term of this Agreement and shell be held responsible for any and all actions accessary to correct disassigns consend by his operation or cannot by other subsentivations from Subscanning? Subsenting and actions accessary to correct disassigns consend by his operation for flux disastences for Subscanning property of improvements, whether due to errors or unlabeled to, the part of the Subscantinators, or due to the elements, or cannot by other subscanning should be the operated by other subscanning make thereof. All protection, restoration and report shell meet with the approval of the Contenter and all governing public agreesies. Subscantinator shall also protect and be fully liable for any damages to affected not liabled to, all carbo, all there is protection, including, but not liabled to, all carbo, getting and paving. and to, all curbs, guitars and pering.
(a) Subscalarator's equipe

(a) Subscatteristic equipment (firktitt, mobile crane, etc.) is considered for his work enclusively; however, location of this equipment state is compliance with the direction of the Contractor's Project Supermitedent's. Subscattered and take core when operating his equipment to prevent any decays to prevent, carbo, sinks, and other property.

(3) Subscattered and energy of Subscattered and energy of Subscattered and Engineering (Designated Representative) in all espects of Subscattered and Engineering Project Supermited in all espects of Subscattered and Engineering Project Supermited in the Subscattered and the Late. performance of the Job.

(g) Subcontractor shall an exactant big operations us to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater largest or amount of work than he can presents properly with due regard to the rights of the public.

(h) Rain demage shall be the responsibility of the Subsentractor Contractor



es due to it. .suit of the Contractor (i) Subcontractor shall a oper and Subcongrector arising out of or related to this Subcontract, or ARBITRATION All dispu 52 see with the Construction Industry Arbitration Rules of the American of these shall be resolved by arbitra Arrestrates Association then obtaining, and judgment upon the award readered by the arbitrator may be entered in any court having jurisdiction thereof. Any subitration proceeding shell be haved and determined by one arbitrator. The erbitrator shell have no power to award any pushive desages. The arbitration shell be conducted and the hearing thereof shell be held in the County of Orange.

Provided, increase, that Contenter shell not be obligated to and may elect not to arbitrate any cliquite if Contenter, in order to fully protect its interests, desired in good fields to bring is or make a party to any seek dispute the Owner or any other third porty who has not agreed to, is nevertiling to, or cannot be compalled to participate and be bound by the same arbitration proceeding. If Contrastor elects not be arbitrate, then such disputes shell be resolved by litigation in a court of law situated within the State of California.

Subsentractor:
AMPAM PARKS MECHANICAL Contractor
G COMPANIES CONSTRUCTION, INC. Name Charles & PARKS III Norm: Victor J. Mahour. President Title: l'ities Ying President California State License No. 715747 California State License No. 263620 Contract No. M453-1029

# SCHEDULE A

#### GENERAL

- a. Tranching for groundwork to be performed with a wheel, if a backhoe is required, cost differential will be valid Contract entra b. Backfill

- c. Compaction (mechanical)
  d. Supply and install factures per the attached fixture schedule
  e. Tatle 24 requirements
  f Fees (sky license only)

- g. Closs up h. Commercians to water and sower stubs 5' conside building
- is. Commentions to water and sewer stubs S' estatide building
  i. Roof deales and overflow, suits water leaders
  j. Recreation building, kitchen, butter leaders
  j. Recreation building, kitchen, butter and saterior shower and water and sower within S' of building to pool equipment vanit
  h. Provide gas houst-ups for BRCPs supplied by others.
  l. Drinking flustains, electric
  n. Commen impuly sees
  n. Floor deales with temp prince
  o. Roof vants with finalt, lead flushing specifically excluded and full saider flushings excluded

#### Sewer System

- s. Sever system F out with occupation and close cut to grade

  b. Cast item waste lines above grade, if required by code only

  c. PVC or ASS waste lines below grade

  d. Floor close, cuts, exterior close cuts set in botton, wall close outs

  e. Tub chains

- E. Primary condemntes to Leveley trap
  g. Secondary condemntes in to use first evolution
  h. Recreation building hitchen, buth and showers
- i. Stub to pool area

### GAS SYSTEM

- Cas piping (schedule 49 black etsel) or CSST
   Pipe gas to the following factors: with final commention
   Water function

  - Voter in the constitution beliefing, connection by others
     Longley recent (dryers), gas only
     Burbosen, familiated by others
     Post equipment (400,000 BTU Henters) stab out, final connection by others
    Can pressure regulators as required.
- s. Gas per

#### WATER SYSTEM

- WATER SYSTEMS

  Water system 5' cut and seasont
  Temporary water host-ups
  Pau/CPVC

  Reduced pressure device by others
  Vibration isolaters per plane.

- 7 PVC (rehedule 40) pipe 1-1/2" and smaller
  8. PVC (rehedule 40) pipe 1-1/2" and smaller
  9. PVC (class 215) pipe 2" and larger
  9. Here bibbs (weeking smallers, pool equipment room, etc.)
  10. Pull flow ball walves
- 10. Year many was very no coll units, include a non-motored loop to HVAC for coll, connection to the coll by others 13. Seeml intermediate control per Code 13. Ico makes state and value complete with bug 14. Pipe hanges and related bracing 15. Hydrostatio

- 15. Hydrostatio 16. Allow for a submother at each smit, tail and jumper furnished by others

## MUSCRLLANDOUS ITEMS

- Possion and install the Stateme and materials per Material Schedule set Suring in the plane. Substantaurer shall district Contents with complete specifications and involument for all phenoising Statemen, prior to communising week. He substitutions or facture changes shall be offered, unless sold change has been proviously agreed to in writing by Contentor.
- 2. Dishmasher will be delivered and necroised to each unit by others, dishmasher to be connected with 1/2" water line.
- 3 Rough plumbing huberfield in Stunderloss and sink to be installed in spordination with concrete Subcontractor.
- 4 All cutting, actching, and/or drilling pipes shall be excelelly and nextly down.
- 5 All finitures shall be correfully not and square with tries, floors, and well lines.
- Rough-in for fixtures shall be carefully and accurately done
   Off-setting of traps and supplies to most fixtures will not be acceptable.
- 7 Rough in complete for weaking mechines, with trap, stand pipe and hose bibs in all laundry facilities set in recessed bosons.
- 8. Subcontractor shall be responsible for scheduling all tests and inspections required by planting Code of the City and County for the work herein.



Page 11 of 21

- 9 Subcontractor stail furnish and deliver to the rootler, the proper justs for all planning wents. Note: Storm collers shall be installed on all vent pipes (lead flashing specifically excluded and solder flashings excluded).
- Subcontractor shall provide insulating suspension classps and through-franking pipe insulation as manufactured by Specialty
  Products Company, or approved equal.
- 11 Subcountractor shall provide two (2) sets of plumbing achievantics and ground work layouts to the Countractor prior to start of any work.
- 12. The Submetractor shall arrange and pay for case act of prints of pheniding, water and gas decodings which he shall alter to show all changes made to the original layout, all het said cold water the locations, shall out water, pressure regulators, (if required) gas lines, and sower clean out locations. These drawings shall be large outque. The Subsequencies shall deliver "no-built" completed to the Contractor when the job in finished and accepted. "An-built" must be submitted to and approved by Contractor prior to release of any retention's to this Subcontractor.
- 13 Subconstructor shall worldy that types of materials, pipe sizes, etc. will most local code requirements prior to installation and portify contractor immediately of any discrepencies. All pipes and "rough-in" equipment shall be concented in wells.
- 14 Preview and provide equipment for testing planning installations.
- 15 Subcontractor shall be respectfule 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 stillites prior to construction.
- 17 20. All openings in pipes, decine, and fittings shall be neversly covered during construction to prevent obstructions in pipes. The Subconstructer is to determine antject to the approval of the Constructe, the count dimensions and positions of outting which may be required in those, cook, cellings and walls for the passage of piping, dusts, takes, etc. The area of any opening is not to be larger than absolutely accessery to the proper fitting of the piping, dusts, takes etc. The Subconstructer shell families planes and elevations, where necessary, absolute the functions of all ness and experient fittings through the building structure, and the other sequencies joins. Should the Subconstructor neglect to perform this prelimbary work and should conting be required as a result in order to install piping, dust work and other equipment, the expense of this outling and contening of survices to their original considered shall be beened by the Subconstructor.
- 18. Subcontractor shall be responsible to check all dimensions to severe 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 This 24 handlesp requirements. This shall include, but not be limited to; plumbing theorem, volves, recording heights, etc.
- 22. Subcontractor shall not penetrate my exterior siding or trim with condensate lines.
- 23 Subconstactor shall provide all trenching and backfill; all trenches shall be compacted to obtain optimum 90% minimum relative density
- Subtractive stell coordinate test schedule installation of fibergless shower units with monufacturer so well so any other related Subcontractor.
- 25 Subcontractor shall furnish and install electric cooled drinking frontals as specified at repression building.

- 1 Building sower system shall be ABS.
- Vest piping shall be ABS throughout building, unless otherwise allowed by code.
- 3 Submontractor shall familia and leastly primary condensate these for air conditioning as required. Primary condensates shall be tripped to investry tests, accordary shall be a float switch.
- 4 Subcontractor shall furnish and featall cost iron soll lines to water closets.
- 5 Phosping vests to be combined where provident, and allowed by code, before passirating roof. No plumbing vests to ponetrain roof within 5' of separation vall.
- 6. Subcontractor will state-out from building, with power line, a distance of a mentionent of five (3) that, Exceptions: Sower line activated to state it projects beyond any occors walls, concrete plans, side walls, or any other observations on all front elevations. Outside class-outs shall be finalished and installed by Subcontractor, 12" below goods at rough. After Subth goods in complete, class-outs will be taken to final Enish grade slovetion. Subcontractor shall reads all connections to sower laterals health five (3) final coverience of building.
- 7 Subconstructor shall furnish and install floor drains complete including trap primers at all locations shows on plans. Trap primare shall be adjustable with access pensis. This includes commercial blockers.
- 8 Clear out covers shall be pre-cast concrete or steel in hard surface areas, concrete or plantic in Landscape stees.

GAS

WI

- ad in accordance with Building Dop. amont require Cas system shall be Schedule 40 bins. Con system shall be Schedule 40 bins. ... up pl ... ... and in accordance with Building Dep. . scent requires pipe loading from log lighter valve through firebox shall be galvanized. CSST on an approved alternate.
- 2. Subcontractor shall familia and install all gas lines from the project side of gas motor to the following locations:
  - a. Water besteu

  - a. Wester comment
    b. Log Lighter & Recrustion building, connection by others
    c. Clothe Drywn, connection by others
    d. Barbone steb out only, find connection by others
    e. Pool hossers steb out only, find connection by others
- 3 A gas that-off valve shall be isstalled at each gas appliance or piece of equipment.
- 4 Rate and Heat at required from Southern California Gas Company maters to gas run appliances.

#### WATER

- Rough-in for shower shall be such to necessi sestabletion of shower head at 69" shove finish floor
- 2. Subcontractor shall supply and lestalf investories and sinks.
- Water services outside of buildings shall be plantic PVC Schookie 40 as approved by government bodies.
- Water piping below slab shall be CPVC/Pex.
- 5 Water house system shall be per.
- 6. Subcontractor shall furnish and lentall water system in buildings. Here bibbs to be Jessand five and clear of plant-cas. All work shall be in scandings with all applicable building order, and per planting code. Water service to hose blibbs, shall be of 34° diameter pipe. Include autisiphon valves, past if approved by local code.
- Subcontractor shall make that connect to P.O.C. at 5'-0" extends building (at least 18' below fluids grade) with copper riser at building leastions, include shot oth actualling flura below grade in accordance with all applicable building codes and per planeting code of the City and UBC.
- \$. Mixing of ferroes and non-flerous mainly in water piping is prohibited.
- Deelgo weter pressure for calculations per pleas.
- 10. All continuously circulated not water supply and return piping in any location interior or exterior shall be insulated with preference, flexible from rubber, apray on from or present in place type of insulation.
- 11 Subcontractor shall be responsible for trenching, backfill and mechanical compaction. Backfill with native only,
- 12. Provide and hatali pressure regulators where required.
- 13. All shower valves shall be Pressure Belanced with anti-scald device.
- 14. Subscentractor shall tentall iconselers book-up complete with thank box and shat off valves in copy make
- 15 Subcontractor thalf install ball valves on the supply and return lines between the hot water heater and the fan sell soil. Valve locations shall be determined by building code.
- 16. Subcontraster agrees to most the minimum specific production schedule as outlined herein, element shall be allowed only if agreed to in writing by Contractor:

Underground Rough and finish units

Two (2) working days/building Two (10) to absteen (16) units per weeking day

The above schedule predicted on no debye by other trades.

- 17 Water system shall be run so water services for each apartment unit may be septembly subsentered, by others. A separate non-meteral long shall be run to each units HVAC flu coll.
- 18. Should the Contract be adjusted due the volativity of copper pricing, Subcontractor will enterentiate their with the current rate of materials. If the costs decrease/factores the change clause (Article 7) will prevail. iste their original meterials costs

## EXCEPTIONS

The only exceptions to this course:

Plan shock and Permit flow ne to this contract are noted below

- Water series
- Water and sever assessments
- Dryer von Submater

- Separater motors

  Lond flushing and full suddering flushings

  Fire confiding ponetrations

  Advance Should disruption of supp Porce Majour — Should disruption of supply chain/material flow or substantial price increases occur outside of Subcontractor's control, said bouditions shall allow for additional price adjustment to initial Contract amount



## SCHEDULE E CONTRACT DOCUMENTS

The differing place and other decreases fixed below considers the Contract Donatomic

Part And Proposed	A COLUMN	NAME OF TAXABLE PARTY.
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Section 51-5180 Submatering Systems	<u> </u>	1

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.



Page 14 of 21

#### SCHEDULE C PROJECT SPECIFICATIONS

# SECTION 51-8896 - PLUMBERG SYSTEMS 1 PART 1 - GENERAL 1.1 RILLATED DOCUMENTS

alans quabilisted within the Consent and Supplementary Consent Conditions of the Contract, Division 1 - General Imments, and the Drawings are collectively applicable to this Section.

A. This Section includes week required to install plumbing systems for this project.

B. Materials shall be landarity standard excepted quality and shall be identified by make, weight, types and cleans or product.

C. Provide and install with piping systems, reseasely fittings, others, also an advanta, unions, joints, tops, connections and unique necessaries as required to expecte the systems collect for in the Congrest Decembers.

COORDONATION

- A. Submit house in conscious with Section 51-5189 Submittals.

  B. Product first, including all femas to be Serviched.

  C. Webbig michine connections

  1 Valve A. Casellaste west of this section with work of all other altitude sections per Section 46-1040 ~ Coordination.

  B. Casellaste west of this section with Section 51-5180 — Submetering System

- To be summitatived specifically for this purpose, Hous biles are not acceptable.
   Dusts
   Coffee weaker executions with lost and cold water and 2-both dusts plyes to pen-valed walls.
   Substitute of Section 46-1630—Frederic Options and Section 46-1630—Frederic Option 46-1630

1 PART 2 - PRODUCTE

- 7.3. PRODUCTE
  EXTENSION UNDERGROUND DOMESTIC WATER PEPSIO AND PITTENGS
  A. Pips and Stokes Sum and to within 5-Set of contris tradeling lines shall be as approved by the jurisdictes, having and link in an ease of a leaser quality than Class 14th, Type 1, Goods 1, polyvingl oblands (PVC) This pips shall be supplied at appropriate fittings and shall be assumbted in assumbted to considerate.'s instructions and be approved by the buildings having authority. IN IN the word of the community of the second of the secon
- A. Above ground place and Strings shall be Type-IU-copper ProfCPVC with artifer-shall judges.

  2.3 BANT/ARY SERVIE. PIPOS SYSTEMS:

  1. Pipo and Strings leaded building these shall be see-into-out-iron ASS.

  2.4 GAS PIPOS SYSTEMS.

- 2.PU o PAT 2000.
  2. Phys thell be Substitle 40 blook steel with black and substitute from threadyd joint Sithags. If phylog is installed believe grade, pipe shall be will verapped. One piping shall not be installed believe interior duke or CEST.
  b. At Substantantar's option, and with the approval of basel saling adicisists and Contrastan, the underground gas never to have may be poly-deplace (PR 2504) natural gas year plains anotherable to ATM CP-25 13 73, with a copper who installed with it continuously so that it can be located with a stated deleating.
- 2.5 PIXTURES
  - Pillings and piping shall be bross and reference exposed, shall be published abrance-plated. Provide sight well or Steps constraines of electro-plated bross where pipes pass through Stems, well- or celling. All possible, or virtues abigs abigs that he color; all constraints and bright. All shall be wespected and to coross, other or costs. All planeting States shall be within he color; all vector along states shall be within All but and cold vector amplies shall have decreas-plated process staps. Planeting States shall be of Virtual action specified otherwise and shall be of the States shall be uniform and consistent throughout project.

    3. Appropriate Units Species are collected by somes.

- AB Entires are extented by grouns from Bash All-gauge, 4 facts drap extendes creat, devides brook, Bastling blocks (1990-1992-8). from Bassel Bassel budge, states, and Olitoga, deaph handles Entire Greately Medit All-1918 (1995-1995). draps Bastline Whitels 167 created blocks 1905-1-0-0, Bastling Whitels 1970-198 creat. Only by 4-

- ns Manglets with, was place the agless consensed with the largelist, Laure Types, 22013-2CF (1870). Carlos il 18818-275 (1871) is 40 keVD in 1874), Nove-Tump processes belonced, Builds Cheskels—chaple control, blacks III. (1870) il.—This with X. helio imprinti Laura Typa; #2015-2015 (401116 p
- openiustrius Robbin Blading, equited Robin Econoly, (849) 487-4616.

- When Plantes:

  a. Conventional gas as specified on plant, or equal (Brudheri-Walts).

  b. Annually Buildings as specified on plant, or specified Building.

  b. Annually Buildings as specified on plant, or specified Building.

  White problem on a positive on plant, or specified building.

  A. Whitelight mobil #451 2-RP or Gay Gay world #48-300 for 2-lead deals place in some enter wells.

  b. ES model #552974, dual working models to be with single lover heads for water label (enter monated).

  c. Outry model #552984, skaple deals working models for with single lover heads for water intention.

  d. Steel traited beam for all working models, by others.

  Working models consecution in steel works shall be equal to one of the shore noted options, but shall meet requires of all justification having austhoring, and bibliotecome Buildings (all flattenes micetal by overarisateins designed)

  United Hamiltograd executive, 1-gallon per then, A.S.-4944-815 FF 1007WE,

  Walth contact/Raiding flattests (income-bayers-de-spec-bayer)

  Walth being brothery Viscour chies, executed team, A.S.-4946-812 FF 5604 WE with Dalte-528 (mil-shoday)

  landingsyed faces and pur-up device.

  Hear his with waters the mother. Wordford, Work, Swith, or approved equal.

  Other flattenes as inflanted on plant. Subsid for Order Approved.

  philations: Uniter provisions of Section 40-1630 Product Option & Subsidiation.

  CUITON
- 3. PART 3 EXECUTION 3.1 SYSTEMS
  - A. Wrote and sever lines shall be hald in separate treatmen with a minimum herizontal specing or required by sade. Tre



all underground pipes. ... If he and to required depths. The bottoms of ... actors shall be graded to produce

- B. At all underground pipes, provide not less than 8-lockes minimum protection or different services. Dementic water shall be least 12-lockes above the top of the seminary sower at receding. Separate piping for eventuador units such that piping is negot to unit being served and sound invasion was be placed between the separate systems to underlaine sound transfer between um protestica et different services. De
- C. The Sale

- male.
  The Subcontraster shall thereigh all pipe supports required the his equipment and materials. All horizontal roots of piping shall be supported by pipe strape, spected as follows:

  2. Alond discontrasted income copper piping: 10-feet.

  3. 1-12-lead, discontraste and markler copper piping: 6-feet.

  3. PVC Piping A-feet.

  3. Sell and Waste Piping: As comb joints
  (Additional supports shall be provided where supping to provent sugging. Hangest for copper pipe shall have sylves interiorable bedsings or pipe shall be provided where supping of 140-feets per feet where posselles, but in no case lear than 1/0-feets per feet. Herefore shall be managed with 1 30 Sell.)
  Herefore and and mater pipes shall be given a goods of 1/0-feets per feet where posselles, but in no case lear than 1/0-feets per feet. Herefore shall be provided with codd want union supposts vanishing of findown by provided. Changes in pipe sine on worse, cell and drafts flows thall be made with reducing fitting or recovered reduces. Changes in direction shall be made by the sate of 40-feets wyon, helifuyer, except that surdays two many be used on various thacks and shart quester baseds may be used in sell and wents lines where the change in direction of flow in from the heritomat to the vertical, per Cade.
- then the instantial to the worked, per Code. Tech planting wat active sell start projecting above the roof shall be finded with standard manufactured findings. Findings shall be thent motel with colder-gashate. Plantings shall exceed less reading a minimum of 12-leadus or dista
- Findings than to make them were convergence. It manages to receive the vector of the provided or the second of the second of the provided veloce indicated on the describings, or visco required by each, to provide scores to all lines and each change in disorder agreement for the describing second or second

- inger than 4-bathes will not be required. Where cleanests never in wells of Shidsel even, they shall be consected belief cleanest placed seven nevers.

  2. All Stateme doubline complete with all successary tries. All supposed seven that he chrosse-placed leave.

  3. All gas equipment constitues shall be preceded by an all beant flat or opene hand plag-type gas cook. Extend gas piping, as required, to all qualiform requiring gas strevies, including equipment Sarabhed and not by others.

  4. All gas equipment that shall be branched all presence as required by Code. Should not presence drop occur, all joints shall be beautiful per the state wangy code and as required by the local jurisdictions.

  5. All the properties of Sarabhed seven and final all recognitions.

  6. Constitute with pead continuous med finals all recognitions.

  7. Indian all water piping than attentions with localities or this pads.

  8. Extend of the state water conservation regulations.

  9. Indian all water piping than attentions with localities or this pads.

  8. EXTENDED SECTION 52-8010 PLANESINGS SYSTEMASS.

# SECTION SI-SUM - BUMMETERING SYSTEMS (SUPPLIED BY OTHERS) 1 PART 1- GENERAL

- - RELATED DOCUMENTS
- A. Provident stabilitated widden the Observal and Supplementary Conditions of the Contest, Division, 1 General Requires and the Develop an embershop applicable to this Section.

  SECTION SECTIONS

  A. Manufacture.
  - - A. White B. Che St
- SUBMETTALS
  - translus, fluishes, perfermance characteristics and inspailation oritoria.

  - A. Sabadi Sana in securious with Section 46-1546 Submittels.

    B. Product Date including all perfects travelets, construction, Statute, performance characteristics and installation C. Stop Dentings: Indicate breatens, since, and quantities.

    DELIVERY, STORAGE AND RANDIAGEING

    A. Deliver, store, bandle and product products to accordance with section 40-1615 Delivery Storage and Handling.

    CONDINATION

    A. Condinate Storage and Advanced Storage Storage
- A. COMMENTER PARTS PROBUCTS
  WATER SUBMETERS SYSTEM the work of this auxilian with work of all other affected sections per Section 48-1016. Coordination.
- - A. Cu
    - Contactor shall:

      1 Supply and install a 340° x 540° Col Water blotter which match AWWA Span C788. Metter shall be equipped with a farm.

      "C" communication output to intention with Manter Talt International, Inc. Metal 9980-014 DCC.

      2. Supply, install, and treatment tory (2) treatment pair exhabits III 22201 gauge wire from the water mater location to a location widths the structure or to an influent structure if applicable.

      3. Supply and install the necessary blood 9980-014 DCC to mention it Water Maters from the Water mater location to a location within the structure or to an eitheast structure if applicable.

      4. Supply and install size (5) trained pair of shielded and generated when in a chairy shall configuration, with the size to all locations.

    - Inthibings.

      1. Utiliza Level phone occupancy phone line to comment PCC with control station.

      6. Conditions with Mater Tel: International, me, to assertels that design is proper for this application.

      7. Supply and leated our (1) Control Station Model #900-00 8 by Mater Tel; Internation, Jon.

  - on Regularization.

    Such PCC Inviden will require a 129 Vor mountehold clerols.

    Such Created Station will require a dedicated conveniented 120 Vor street and a dedicated bell system random line.

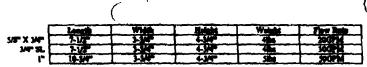
    The Control Station must be housed in an environmentally Monthly stanophero with a temperature variance and greater than 85 degrees F nor leaser than 45 degrees F
  - METER HUTALLATION
- MSTER HOT/rea.

  A. Make Description:

  | The specified vater subscript is address. But verter is do not be employed. or Description.

  The specified vector subscripts is on industry-standard willity grade vector mater, which meets AWWA C-750 or C-750 per G-750 per G-750 per G-750. The specifications. Both vector is designed to successfully extenses and display the reconsolated water flow in U.S. galloon or earlier field. The stater is equipped with an integral deposestant read policit which upons and elected in proportion to the vector of vector flowing through the nester englates. The seater is installed at the policie-diseasty of vector service into each specificate integral through demonstrates from the cold-vector engaging date-off velocity to effect measurement of all vector engaging and in the specification. The mentional engagement is also described to the new success subscript in the measurement of the first and Flowing colorest described and the integral policies. The specifications: (approved assumbations). Kent, Hanny Budger, or other in specifical approved by corner) taken Salver.
  - - - Broom cash of \$1% copper composition, with externally threaded such. More body design less reaction we make to aid installation. pode to sid installe
    - 2. Dian





3. January

- illation:
  The metter is to be installed a saladorum of 3" State the Staladorum in a location accounties for metatacemen, service, and important. Where peachin, allow at locat 3" of open space around the motor. Avoid installing the substant helited personness equipment such as water heaten, NYAC unlin, or destroop, if peachin. To contain a AWWA securety openitoriess, the mater ment is installed in a bardward plane with the register facing upright. Advisor may be placed in vertical position only when apositionity designed for this application. Subconstructs will provide maters designed for this openities only when apositionity designed for this application. Subconstructs will provide maters designed for the openities only of constituent. Local codes say apply to exact location of containing ignoral. M.S.P. design consultant will depict location matering equipment based regional issues. Subconstructs will be nearthly that unstaring equipment in compiliant with local building eache and registeric.

C. Idle Tube: 1 Descri

1 Description:

a. The left Tube is a short length of threaded PVC pipe, which settings the stater length and inlet/outs descents; it is designed for temperary installation during rough-in plausibing in pions of the subspace for presence testing and thus Analogy. The lefts tube is typically installed at plausibing rough-in and reserved during trim single plausibing to allow the subspace to be inserted it in place.

IND OF SECTION SI-SUMMETERING SYSTEMS

### SECTION 49-1040 - COORDENATION

PART 1 - GROEDMUSEURS PORT

PART 1 - GROEDMAL

I REALTHO DOCUMENTS

A. Provisions established within the General and Supplemental Greatest Conditions of the Content, Division I General Requirements, and the Denotes are estimated by applicable to this Section.

A. This metion shall set be interpreted to relieve thebesetwater of his sole proposed littly for expercision and coordination of all countraction procedures to provided hands must be Contract Condition.

3. Providence of this section are equalstand the analysis of expectations proposed on a first of Contract on a building by fulfacing proposed on a particular width such completed building. Coordinate albeit of all Work on Project in summer to accomplish, completed equations including accompany passale on this badis. Date of Completion and Pinel Acceptance are also heard on each completed building.

D. Robbed Soot

Station (0-1340 - Subschieb

- Swiften 49-1349 Program Schoolsten
  Swiften 49-1310 Program Schoolsten
  Swiften 49-1450 Treding Laboratory Services
  Swiften 49-1450 Product Options and Swissinstons
  Swiften 49-170 Contract Closecus
  Swiften 49-170

1.3 ORDERING PRODUCTS

1.3 GROPHING PRODUCES

A. Bothen ordering naturality equipment, contents or standard fibricated lines, worlly the following provisions:

1. Both hum compiles with Caminest Destination.

2. Both properly related in Work already completed.

3. Story describings or wither coloritists in confirm "1" undo "2" shows, and one approved by Contractor.

4. Colorie are planed and delivery define are established allowing orderly concentes of Work on solvebule and not allowing valuedy delivery of estimative products bullers Project alto conditions are articlestory to resolve them.

1.4 COORDINATION AMENIA TRADES

A. Initiate recordinating proceedings of Project manifuge before Work in Sold buglion. Standard and provide a substanting planetimes of Project manifuge before Work in Sold buglion. Standard requires question, and in advance allowed provides of announting attendances which we many all purities to underso question reacting attendances and pulsated recents. and program of Project.

- planted program of Project.

  2. Consisten constituting procedures by actively australing Project conditions as follows:

  1. Verify products of all trades are stood in orderly flobbins under conditions complying with manufacturer's instructions of quality regularization of colorest specifications are stood whichever regularization in these activates at planted investigates.

  2. Verify complicates of contensanted conditions below, deating, and other consents of Worts, with manufacturer's instructions and specific explanations of victoriant continue of these specifications.

  3. Verify observed to specified such different reactives.

  4. Property to conditions below once trade follows reactives.

  C. Continue attenditing effect on Worts progresses. Make sufferent all planted procedures at changing project conditions excellent specified and to best advances progress of Worts, immediately solvine all parties broken declaring content of septimal designs in accustration retained and planted procedures.

  1.5 COORDINATION WITH EREALING Works.

  A. Research to be not accusted with planted Works.

in Work with separate contrast work by Contractor, if applicable, and with

1.5 CHARGESTATOR WITH MELATED WORK.
A. Require of tends to cooperate with related Work.
B. Subsectivates and the information that coordinate prior continuous provisions required by Owner
1.4 TRAPPIC MARITRIANCE AND CRICULATION

I Maintain streetston of traffic, both podestrian and vehicular, and access to all parts of size by Sen-Aghting appuratus

Access to sale problem are constant and vehicles and vehicle access to all parts of also by Sen-Sighting application to allow purchase and vehicle access as directed by Contractor to accessors operation of exhibits residents.

Access to excepted access will be restricted during construction unless prior approval in obtained from Contractor Adjusted off-oths second whall be maintained for a class, and safe condition, so per the requirements of the formitted access and access access and access access and access access and access access access and access access access access access and access access

END OF SECTION 44-1848 - COORDENATION

# SECTION 4-1340 SUBMITTALS L PART 1-GENERAL LL RELATED DOCUMENTS

- A. Provisions established whith the General and Supplementary General Conditions of the Contract, Division 1: General Regulaments, and the Descrings are unfined upplements to this Section.

  3. Reference Section 40-1530: Product Options and Substitutions, for substitutions and Helicol Purchase Agreements.
- 1.2 SUMMARY A. General Provisions



- I Previous in the .clean advancy procedures for propering and a .inting samples, shop descrings
- data, 2. Joh delays on adoned by requirement of resubtricates of samples, slop detrologs and product data not in asc margin are Subseniracion's responsibility and will not be considered valid justification for exte

# time. B. Submitted Log

- Submitterier to complete Submittel's Log and submit proposed Submittel Schedule to Congestor for review within thirty extende days full owing Notice to Proceed,
  Schedule purpose in ter

  Demonstrate that submittels, shop drawings, dom, swaping and meetings required for work are addressed by

- Descentives resolutions with Subsectionary's proposed Program Schedule.
   Acute Contentur in substicing theoly solvening pervet enting of univalents.
   Substiction Contentur in substicing theoly solvening pervet enting of univalents.
   Substiction contents. Descriptions of enhanced fines, proposed date of administer availability for review by Contentur and proposed date of requested release by Contentur, allowing troopy work days for Contentur processing.
   Within Albert enjacht days after Contentur's results of Substict Schedule, Contentur and Substitution reviews about the acute and the later and

- 4. Which filters rejected the after Constants's receipt of Substitute Statems, Contractor and Subscintrator and jointly review schools and saturally again to assembling the Environmentary smallfootings.

  5. Substitute analysis pathodos within the estimator days ofter joint review date.

  1.3 NATIONAL ACCOUNT PUBLISHASS AGRESSMENTS

  A. National Account Material Verification Press; For materials provided through mathemal occurs purchase agreements as collined in Section 40-1630 Product Options and Substitutions. Completed product lists including; location, brand, supplies and model number must be subscitute in Section Substitutions. Completed product lists including; location, brand, supplies and model number must be subscituted in Section 1.6 below.

  B. Substit review descripts to demonstrate bestolistics, as confined in Section 1.6 below.

  C. National Verification Force (evolubile from Contractor) press in equipheted by Subscriptcion and submitted with Classout Materia.

  - D. Contractor requires written preof of purchase for purchases stade under National Purchase agreement, including, but not limited to, addugle and their content siding purchases.

    B. Saferhadiana, if ciliavad, will continue to Section 40-1430 Product Options and Substitutions.

    MOCR-UPS -ALL SYSTEMS

    A. Purchia and Satell "2" shaped medi-up or other acceptable statem of depicting the following systems:

    1. Presiding.

    2. Shoulding.

- - d. Strong techning wim and accuracies.

    3. String, techning wim and accuracies.

    4. Recting.

    5. Publishing.

    6. Windowstein Branch.

    Publishing.

- Windowfdate Essans.
   Panish one cobbast mostl-up per Section 51-2600 Cabbook.
   Medicaps to retach on-the unit final project completion.
   Accepted mode-ups shall represent the standard of quality for the project.
   Medicaps to be approved by Overer pales to Implementation of building upst
  SAMPLE PREPARATION
   Transact measures in description.

- A. Propers samples in chars, shapes and Subbas in traced with provident of individual specification continue.

  3. Samples Sembled under this section was set to be continued with fall sine, un-size "Manh-Ups" called fire in some specification. configure recommend under man motion are not to be configured with fall shap, sur-the "blants-Ups" collect for in stame special recommend of many in administral: Three (3): Two (3) required by Contractor, pine use (1) which will be related by Contractor, pine use (1) which will be related by Contractor, pine use (1) which will be related by Contractor, D. Supplies Requiring Color Sedention,

  1. Selection configured these.

  2. No other selections will be made until all colors can be change and immed at one time in these administrations.

  3. Accommends and makes administration.
- - No order relations will be made until til colors can be chann and immed at one time in form of order ashednia.
     Approvale and order relations will not be made understally where pumples or asterious regarding afficent materials would be used for noticele purposes.

- word to used for antibute purposes.

  SHOP DEAWING PREPARATION

  A. Continue to the Policeling Encycleracyte

  1. Number about a measurity-ty.

  2. Inclinate working and encoding dimensions and relationships to adjacent work. Conservent automiteds of different supersts of work any to required by Contractor or descent assessmy to descentate the beautisation of different supersts relationships and executions. Work.

  3. Inclinate:

- 3. Indicate:

  a. Arrangements and rection views, are applicable.
  b. Material, proper, thickness, finishes and observationing.
  c. Anotherial, proper, thickness, finishes and observation for testing contentions to edipount week.
  d. Provide 5 level by 5 leafs when appear in the hower eight band one for entry of the Contraster's and the Architect's steep.
  3. Cores-reference develope details and specification property applicable to polymetric date.
  B. Schmitthes like explore of shop descripe. Provide explores the follows:
  1. Heather required by Schoolesters for exceedinging and succeeding of Work.
  2. Two Q2 copies the Owner, and Companies's files.
  3. Copies retailed by Architect as follows:
  a. Work designed by sugfaces or other examinants two capies.
  b. All other work one engage.

  7. PRODUCT DATA PROPARATION
  A. Incided provided manufacture's standard printed material, dated, with product description and installation inspections indicated. Adults date and related to this Prolect or material, dated.
- A. Include product manufacture's standard printed material, dated, with product description and installation inspections indicated, dates date and related to this Project or such "VOID" as applicable.

  3. Number of explain admittant. Number regulared by Contractor plus two which will be retained by Contractor pass two which will be retained by Contractor, and one (1) copy par recisioning architecturalized contractor plus two which will be retained by Contractor and two (1) copy par recisioning architecturalized.

  1.3 CONTRACTOR'S REVIEW

  A. Review submittals and stemp with approprial actions temps tentolating Subscattantar's sums, work "Approved", signed initials.
  - - Review schedules and store with approval action store to consisting Subcontraster's come, work "Approval", signed initials of approval, once, date of approval action, review notes, contraste, and conventues required polar to achorizates to Contraste. By so noting, Subcontraster initiates that he has reviewed and approval analytics, applyment, quantities and field verified discussions; represented by particular subcontrast.

      Subcontraster represents by submitting complex, shop descrings and product date that has compiled with provisions specified shows. Submittings made without Subcounsein's approval influency thereon will be retained without being reviewed for compilers with this contrastence."
  - species store, intentialists and a vilkout Subsummeter's approval indicated thereon will be retained without being reviewed for compliance with this requirement.

    C. Date was an included, indicating source of Project, Architect, Sugarose, Contractor, Subsembatics, as applicable description or sease of equipment, material, are product and identify West was location.

    D. Assemptory substitud with increasabled leafer consultably West was foreign.

    Ultic and other particular data. Outline deviations, if my, in submitted from requirements of Contract Documents.

    ARCHITECT'S REVERY

  - tel with reseasable precupiness to cours no delay in Work.



B. Review is only for on, name for from theil not leafents approved in ut on C. Architect will return submitteds to Control 1 10 RESUMMESSION jerige concept of project and informer, exemply in which item functions, physics for distribution. in Contract Door

- movembers and changes indicated for sangurated subsolutions, sembnik in stanc stancer as specified short until act or Owner's approved is obtained. specific attention to revisions other than corrections requested by Architect on previous subsolutions, if may, in A. Make carre
- B. Direct specific s

I II DISTINBUTION

- A. Substanter is responsible for obtaining and distributing copies of submitted to his Subtantention and material suppliers.

  B. Michaelin orderly file of all approved submitteds besting Architect's, Engineer's on Overs's strong for Project describes, deliver to Contractor as part of Project classess documents.

  END OF SECTION 48-1549 SUBMITTALE

### SECTION 40-1630 PRODUCT OPTIONS AND SUBSTITUTIONS

1 PART I - GENERAL 11 RELATED DOCUMENTS

- A. Provisions contributed within the General and Supplementary General Conditions of the Contract, Division 1 General Replacements and the Descripts are collectively applicable to this Section.

  REQUIREMENTS INCLUDED
- - A. Subsentanter's optime in selection of products.

    B. Hathani Assessate Agreements.

  - B. Products But.
    D. Requests for substitution of products.
    B. Value suplement forms.

- Value suglement from.
  OPTIONS
   Produce Specified by Reference Standards or by Description Only: Any product smothing those standards.
   Produce Specified by Huming One or bless blandardscount with a Frontalise for Solutingtione: Solution is expect for sphericality of the specificality among which these specified bords.

  NATIONAL ACCOUNT PRINCIPALE ACCESSEDITE

  A. The Owner has unread into authorist suscent purchase agreements, which purceives profunctivity and produces which this project seasons. Wherever, a distributer or individual in named with an associated independent on the product seasons, such a scalebal seasons purchase questions on the force during the properties to be purchased through the supplier. The Owner well, however, consider DEDUCT alternates for compacting products of modern instandardscope, provided the function, finish, only and other milital qualities are solutionally blandard to the qualified product.

  Wherever a product is transmed without its associates account Bland, to active authors in represented such between the product is the producted product. The Owner will consider exhibitation of other companies products, provided, inverved duct the arthresis product is the product of product.
- propert.
  C. Contractor will require written years of personal on Material Verification Form at required in Section 40-1340Substitute products, if secupted, shall be noted on Material Verification Form at required in Section 40-1340Substitute.
  SUBMITTALS
- 1.5
  - A. Products List

    - Thought three (2) explore of a list of major products, which are proposed for hatelfolius, including many of manufacturer
       Tabelets products by Specifications methon member, title, and Article member.
       Per products specified only by reference standards, give manufactors, seeds notes, model enteling designation, and

- refluence planelarith.

  4. Indicate Reported in a Parlicusal Assessmi, lated, or substitution items.

  5. Consenter will reply in writing within filters. (15) days starting whether there is a reasonable objection to listed house. Pullage to object to a fixed filter shall not exacultate to writer of reporturants of Content Demonstria.

  1.6 REQUISITE FOR SUBSTITUTIONS

  A. Submit superate request for each substitution. Decement each request with complete data substitution in graph proposed substitution with superiors of Content Demonstria. Utility substitution request fame oftended, in identify product by Specifications and Article numbers. Provide assessfuturer's usage and address, trade mone of product, and model or calcing numbers. List Shrimtons and supplies as a appropriate.

  C. Article product data or quantified in Starting of Starting Product.

  S. List substitution of models of address of 1140 Starting.

  D. Give out data comparing proposed substitution with qualified product.

  S. List substitution of qualification on construction systems material.

  7 Starting of of qualification on construction schedules, and changes required in other work or products.

  1.7 LIMITATIONS CN SUSSTITUTIONS

  A. Substitution will not be considered when influented on step descripts or product data admittable without aspectate formal cognition, when requested directly by Substitutions or supplies, or when assessments will require admittable af Content

  - December.

    3. Solvelints products shall not be ordered or installed without verifies exceptance.

    C. Only one request for substitution for each product will be considered. When substitution is not accepted, provide specified.
- D. Once Contractor will detectable acceptability of substrations.

  SUBCONTRACTOR REPRESENTATION

  A. Report for substitution constitutes a representation that indecessors from investigated proposed product and has that it is equal to or anymother for investors to appeal in other to the cost reduction affect to couple justification of the cost of the cost reduction affect to couple justification of the cost of the cost reduction. dest and has determine made funtification for
- excepting the officed extentionies.

  2. Debenfunctor will provide tense wassesty for substitution on for specified product.

  C. Subsentinator will coordinate installation of accepted substitute, making such changes as may be required for work to be complete in all respects.

  D. Subsentrator condition that cost data protected in complete and includes all related ease under this Contract.

  3.9 SUBMITTAL PROCEDURES

  - SUBMITTAL PROCEDURES
    A. Submit them (3) replot of request for substitution.
    B. Continuity will review Substitution the substitutions with researching processing partial, Continuity will research exceptable substitutions in Additions.
    D. After second of Continuit, Continuity will entity Substitution, in writing, of declarant to except or reject requested substitution, generally within Efficus weaking days.
    B. For excepted products, steep deswings, product data and samples shall be submitted under provisions of Society 46-1349 Submitted.

IND OF SECTION 48-1690 PRODUCT OPTIONS AND SUBSTITUTION



#### / SECTION 49-1765 - CLEAN-UP

3<sup>38</sup>

### I PART 1 - GENERAL

- AME 2 GENERAL.

  1.3 RELATED DOCUMENTS

  A. Provision minificate within the Constal and Supplementary Constal Conditions of the Constact, Division 1 General Regularization and the Deswings are collectively applicable to this Section.

  1.2 SECTION DECLEDES
- - A. Clean up disting constru B. Subsentioning class ==

  - C. Plusi dess to. SAFSTY HIRQUINSHEEMTS
  - SAFETY REQUESTANTS

    A. Stope vehicles and tende water in convered metal containers. Remove from Project site delly. Provide adoquate ventilation dering two of volatile or tende substances.

    B. Prohibited position:

    1. Allowing vehicle or tende underinate to accommisse on Project olis.

    2. Berning or burging of vents materials or residude on Project olis.

    3. Disposed of volatile wastes such as miseral spirits, oli or point diamer in storm or malacy desire, on poventent, in getting or desempents or on Project olis.

    4. Disposed of volatile wastes related in the storm of malacide instances with growth on Project olis.

    C. Close up undétentally spilled materials as quickly or possible in occariance with governing regulations.

    CLEAR-UP DURING CONSTRUCTION.

    A. Escapet closuing generalize to occurre that building, Project olis and adjustent properties are maintained Sun from debris and

('

- - there to ensure that building. Project she and adjusted properties are maintained fron from debris and
- | Committee of the continued of the cont
- - tenator on Project also to required to confirm to particular respictoments of this correlate Station 40-1705 Chan-A B

  - 19.

    3. Such individual Subsentington is required to exclusion, Project also, individual buildings and units within buildings cions and next repeating west leadant under fluid aspectate soutracts with Contractor.

    C. If Subsentinder fifth to hosp Project olsess or to close up wests enabled resulting fluor work under his Contract at visces asked-had, Contractor may close up and appearing costs to responsible subsentinators after twenty-fluor (24) hosy written
- action

  1.6 FINAL CLEAN-UP

  A. It sublition to removed of deficity and obtaining specified in other section, close interior and exterior expected to view excitors.

  B. Remove integerary protection and labels not explain to remote.

  C. Clean integerant and gleany sealarisals to a polithed conflicing reserves fivelys solutaness.

  D. Clean integerant and gleany sealarisals to a polithed conflicing reserves fivelys solutaness.

  E. Venesse oleva copet and anothers.

  P. Clean, desty seas, was and public resilient and hard surface floor or operation.

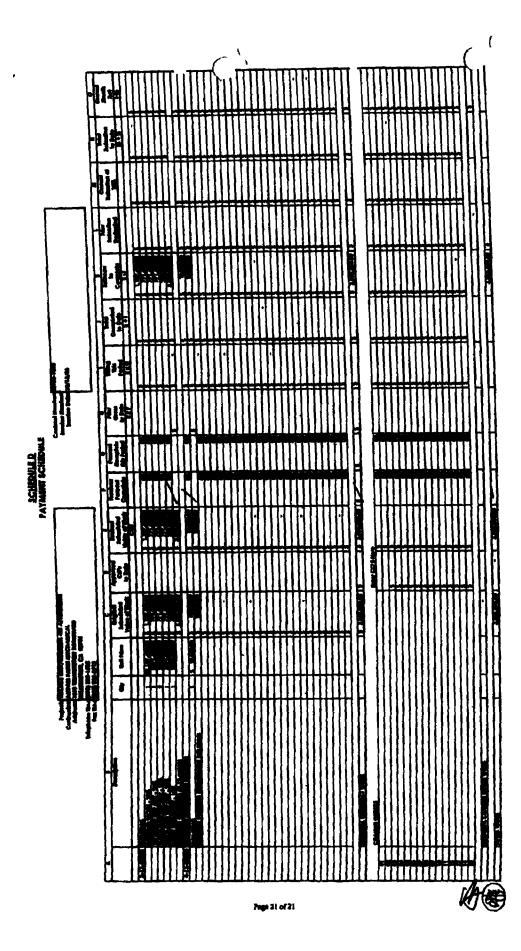
  Q. Clean methods of equipment; reserves crease independent to a positiony smallines.

  E. Clean planeting flations and final service equipment to a positiony smallines.

  E. Clean personnest flavor of ventilisting equipment and explace dispensition filters when substance destinates and final service and color when white have been eperated whites during construction.

  E. Clean light flations and from a filter from reads, gettern, accoming and delicing substances from parcel areas and sensing until Fluid Completion.

  L. Interior works, fluidge mentar and delicin from reads, gettern, accoming and delicing and foreign substances from parcel areas and record of the colors and sensing units fluid floor sensitive floor sensitive, printers, accoming a particular and foreign substances from parcel areas and record of the clean solution of the clean grounds, reserves staking spills and foreign substances from parcel areas and record of the clean solution of the colors grounds, reserves staking spills and foreign substances from parcel.



**EXHIBIT 3** 



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

(310) 835-1549

Phone Fax

(949) 975-0617 (949) 975-0625

Fax Project

453-000-00

MURRIETA 453/VILLAGE WALK 24415 VILLAGE WALK PLACE

MURRIETA, CA 92562

Date

02/21/07

Contract No. Change Order No M453-1020

De Oldel vo

03

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

Percentage of Retainage held on this Change Order Agreement:

10%

Kem Number	Description	Goet 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 Previo	ously 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 ORIGIANL 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 signs	ture below acknowledges that I have read and understand the	details of the specificati	one as set	forth.
	INTRACTOR PARKS MECHANICAL		CONTRACT	CTOR. ANIES CONSTRUCTION, INC
Ву	1 3	. 🕺 :	By .	
Title	- TRESIDENT	To Vest	Title _	Victor J. Mahony, Vice President
Date	2-23-07	**************************************	Date _	
		,		

## 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 Fax:

(310) 835-1532

(310) 835-1549

Phone:

(949) 975-0817

Fex

(949) 975-0626

Project

453-000-00

MURRIETA 453VILLAGE WALK

24415 VILLAGE WALK PLACE

MURRIETA, CA 92662

Defe:

03/09/07

Contract No.:

M453-1020

Change Order No.

04

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

Percentage of Retainage hald an this Change Order Agreement:

10%

Kem Number **Description** FIRE CAULKING

00 00

Amount of this Change:

\$0.00

Original Contract Amount:

\$3,866,000.00

Amount of Previously Approved Change Orders:

\$13,232.00

**Revised Contract Amount:** 

\$3,681,232.00

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.

RECEIVED

MAR 1 5 2007

GCCI

**RECD MAR 14 2007** 

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

SUBCONTRACTOR:

AMPAM PARKS MECHA

By-Title Date

Pace ident Maach 12. 2007

CONTRACTOR

Title:

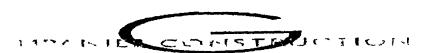
**Vice President** 

Date



Subcontractor	R AMPPAR AMPAM PARKS MECHANICAL 1060 WILMINGTON BOULEVARD		Contractor	PO BOX 2990 NEWPORT BEACH, CA 92658	
	WILMINGTON CA 90744				
Phone	(310) 835-1532		Phone	(949) 975-0617 (949) 975-0625	
ах	(310) 835-1549		Fax	(948) 9/5-0025	
Project	453-000-00		Date	05/10/07	
	MURRIETA 453/VILLAGE WALK 24415 VILLAGE WALK PLACE		Contract No. Change Order No	M453-1020 05	
	MURRIETA, CA 92562		Change Order No	US	
	s in accordance with the referenced plans an	· ·	ernmental agencies having juris	diction	
-	age held on this Change Order Agreement:	10%	<b>0</b> -4 <b>0</b> -4	<b>.</b> _	A
Item Number	RECENTER SHOWER VALVES	ecription	Cost Cod 2-13-0501		Amount \$8,375 00
2	REMOVE WASTE AND OVERFL	OW/PREFAB WASTE & OV		-	\$6,323 00
			Amount of this Chang	•	\$12,698 00
			Original Contract Amou	nt	\$3,868 000 00
		Amount of Previously	Approved Change Order	r <b>8</b>	\$13 232 00
			Revised Contract Amou	nt:	\$3,893,930 00
FOR BUILDIN	GO 4 MIC J				
	_				
My signature belon	v acknowledgys that have read and unde	ratand the details of the enecific	rations as set forth		
	. 1/				
SUBCONTRAC AMPAM PARK	MECHANICAL		CONTRACTOR G COMPANIES CONS	TRUCTION INC	
Ву			Ву		
Tille	,2				
	Teesident		Title. Victor J N	Mahony, Vice Preside	ent
Date	5-21-07		Title. Victor J N	fahony, Vice Preside	ont

gloven -60-



STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor AMPPAR

AMPAM PARKS MECHANICAL

1060 WILMINGTON BOULEVARD

WILMINGTON, CA 90744

Phone:

(310) 835-1532 (310) 835-1549

**Project** 

453-000-00

MURRIETA 453/VILLAGE WALK 24415 VILLAGE WALK PLACE

MURRIETA, CA 92562

RECEIVED

JUL 1 3 2000. Contract No.

Change Order No.

Contractor

(949) 975-0617 (949) 975-0625

PO BOX 2990

**G COMPANIES CONSTRUCTION, INC.** 

NEWPORT BEACH, CA 92658

07/10/07 M453-1020

08

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

Percentage of Relatings hold on this Change Order Agreement:

10%

kem Number	Description	Cost Code	Amount
1 RELOCA	TE STORM DRAIN	1-02-02730	\$808.50
		Amount of this Change:	\$806 50
		Original Contract Amount:	\$3,868,000 00
	Amount of Previou	sty Approved Change Ordera:	\$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

SUBCONTRACTOR
AMPAM PARKS MECHANICAL

By:

Title

Pages: dent

7-11-07

COMPANIE CONSTRUCTION

Subcontra	ctor AMPPAR	ARD CHANGE ORDER A		
	AMPPAR	CLUMINGE ORDER A	GREEMENT BY	AND RETERMENT
	AMPAM PARKS MECHAN	IICAL	Contractor;	S COMPANIEN
	1080 WILMINGTON BOUL WILMINGTON, CA 90744	EWAD		G COMPANIES CONSTRUCTION, INC PG BOX 2890
***	90744	RECEIVED	1	
Phone	(310) 838-1532	INCOMINED	'	NEWPORT BEACH, CA 92658
Fax	(310) 835-1549		1	
Dave.		NOV 0 6 2007	Thone	(949) 975-0517
Project.	453-000-00	1	Marie .	(949) 975-0625
	MURRIETA ARRANTI A CONT.	1 000	4.	(4.44) 515-0025
		Werk GCCI	Cates	07/20/07
			Contract No.:	M453-102n
Al work down			Change Order No	1 00
Percentage of ma	to be in advantance with the referenced of	lend days		
and the	il be in advandance with the retermined pr latinage held on this Change Order Agree	tractic specifications, as well as all go	With the same of t	
tem thmb	•	1076	LIABLE SECTIONS	s urladicition.
1	BACKCUAS	Dánoslation		
	CHCHANGE - DAMAGE	Description G GATE VALVE BUILDING 8	Sout	-
		EAS BUILDING &	1-02-0	Amount
				/\$1 848 GA
			Amount of this Cha	(4.(330.50)
			Original Contract to	(\$1,858.Am
-		Amount of Pressure	Original Contract Armo	tunt: \$3,868,000 00
Conditions		Amount of Previously	Abbuoned Chande Old	eur ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
SUBCONTEAN	TOR TO PROVIDE ALL LABOR, E - DAMAGE TO GATE VALVE !		levised Contract Arno	\$21,810.70
	TOR TO PROVIDE ALL LARDE	Marrows		\$5,667,951.00
- BACKCHARO	E - DAMAGE TO GATE VALVE !	WILL OF SECULPHENT P	OR THE EGY	
densitive below son	4			
		Page 4	1	
CONTRACTOR	: X	land the details of the specifications	-	
AM PARKS ME	Jane			
	ー	CON	TRACTOR:	
		e co	MPANIES CONSTI	Moranda.
7.	71	<del>-</del> -		JOHON, INC
	esident	By		-
		1m.		
-10	31-07	Title.	Vice President	Construct
		Date		Solver (CRO)
		OSID		
		^		
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		April 1	1	
		<b>Y</b>	1	
			1	
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## STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor	AMDOAD
SUDCODURACIO	AMPEAR

AMPAM PARKS MECHANICAL

1060 WILMINGTON BOULEVARD

WILMINGTON, CA 90744

Phone Fax

(310) 835-1532

(310) 835-1549

**Project** 

453-000-00

MURRIETA 453/VILLAGE WALK 24415 VILLAGE WALK PLACE

MURRIETA, CA 92562

Contractor

Fax.

Date

G COMPANIES CONSTRUCTION, INC

PO BOX 2990

**NEWPORT BEACH CA 92658** 

(949) 975-0617 Phone.

(949) 975-0625

09/18/07

Contract No., Change Order No. M453-1020

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

Description
WASTE LINES, VENTS & COPPER LINES AT LAUNDRIES **Cost Code** Kem Number \$10,993 00 2-13-05010 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.

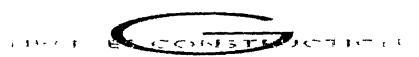
SEP 2 7 2007

**GCCI** 

RECT) SEP 2 6 2007

	<u> </u>			
My signati	ure below admowshipse that I have read and understand the details of	the specifications as se	I forth.	
SUBCO	NTRACTOR	CONTRA	ACTOR.	
AMPAM	PARKS MECHANICAL	G COMP	ANIÈS CONSTRUCTION INC	
Ву		By		
Tide	Poesidan?	Title:	Vice President, Construction	
Date	9-24-07	Date.	10/01/07	

-63



## 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	Phone-	(949) 75-8
Fax	(310) 835-1549	Fax.	(949) 75-0825 NOV 0 6 2007
Project	453-000-00	Date	10/29/17
••••	MURRIETA 453/VILLAGE WALK	Contract No.	M453- 020
	24415 VILLAGE WALK PLACE	Change Order No	12 GCCI
	MURRIETA, CA 92562		

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	Coet Code	Amount
1 R	E-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 Prev	lously Approved Change Orders	\$30,544 90
		Revised Contract Amount:	\$3,903,814 90
Conditions			

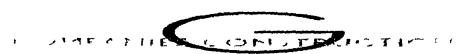
SUBCONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR THE FOLLOWING

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

RECO NOV 0 8 2007

My signatu	re below acknowledges that I have read and understand the del	alls of the specifications so set forth.
SUBCO AMPAMA By	TRACTOR	G COMPANIES CONSTRUCTION, INC
Title	Pausident 10-31-07	Title Vice President, Construction
Date	10-31-01	Date.





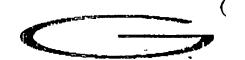
## STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Subcontractor	AMPAR AMPAM PARKS MECHANIC 1080 WILMINGTON BOULE WILMINGTON, CA 90744	RECEIVED	Contractor	G COMPANIES CONSTRUCTIO PO BOX 2990 NEWPORT BEACH, CA 92658	•
Phone Fax	(310) 835-1532 (310) 835-1549	NOV 0 6 2007	Phone Fax	(949) 975-0617 (949) 975-0625	
Project	453-000-00 MURRIETA 453/VILLAGE W 24415 VILLAGE WALK PLAC MURRIETA, CA 92562	<del></del>	-bate Contract No Change Order No	10/29/07 M453-1020 13	
	in accordance with the referenced places held on this Change Order Agrees	ne and specifications, so well as all government: 10%	immental agencies having juried	ction.	
Hem Number		Description	Cont Code	Amount	
1	REVERSE BACKCHARGE C	N CO# 09	1-02-02660		0
			Amount of this Change	r \$1 858 8	<b>3</b> 0
			Original Contract Amount	\$3,868,000 0	)Q
		Amount of Previously	Approved Change Orders	\$35 814 9	ю
		_	Revised Contract Amopat	\$3,905,873.7	70
Conditions: SUBCONTRACT	OR TO PROVIDE ALL LABOR	R, MATERIALS & EQUIPMENT F	T/C	CO MAY 0 \$ 5003	
REVERSE BAC	KCHARGE FOR DAMAGED G	ATE VALVE AT BUILDING 8 (P	ER FIELD NOT SUBCONT	RACTOR'S FAULT)	

My signati	re below acknowledges that I have read and understand the delete	of the specifications as set forth.
	TRACTON.	CONTRACTOR. G COMPANIES CONSTRUCTION, INC
Ву		Ву
Title	trasident	Title. Vice President, Construction
Date	10-31-07	Date
<del></del>		



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## STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

Aubcontractor 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

Phone

(949) 975-0617

Fax

(310) 835-1549

Fax

(949) 975-0625

Project:

463-000-00

MURRIETA 453/VILLAGE WALK 24418 VILLAGE WALK PLACE MURRIETA, CA 92582 Date. Contract No 11/09/07 M453-1020

Change Order No

14

All work done shall be in eccordance with the referenced plans and epecifications, as well as all governmental agencies having jurisdiction

Porcentage of Retainage held on this Change Order Agreement:

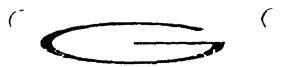
10%

Hom Number	Description	Cost Code	Amount
11	REMOVE WASTE, VENTS, & COPPER LINE @ 687 LAUNDRY	2-13-06010	\$3,000,00
	Amou	int of this Change	\$3,000 00
	Original	Contract Amount:	\$3 <del>868,000 00</del>
	Amount of Previously Approve	d Change Orders	<b>\$37,</b> 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 nigrature below activitiedges that I have read and understigued of the second secon	enes and defines of man sha	CONTR	LACTOR: PANIES CONSTRUCTION, INC
Title $1^{1/2} - 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} = 1^{1/2} $	- - - logue	By Title	Vice President, Construction
	-66		



## STANDARD CHANGE ORDER AGREEMENT BY AND BEI WEEN

hoontractor AMPPAR

AMPAM PARKS MECHANICAL

1060 WILMINGTON BOULEVARD

WILMINGTON CA 90744

Contractor

G COMPANIES CONSTRUCTION INC

PO BOX 2990

NEWPORT BEACH, CA 92658

Phone Fax (310) 835 1532

(310) 835-1549

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

Project

453-000-00

MURRIETA 453/VILLAGE WALK

24415 VILLAGE WALK PLACE MURRIETA CA 92562 Date Contract No 11/29/07 M453-1020

Change Order No '

16

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

Fercentings of Retainings held on this Change Order Agreement

10%

<u>Item Number</u>	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
	Or	\$3 868,000 00	
	Amount of Previously Approved Change Orders		\$40 673 70
	Re	vised Contract Amount.	\$3,951,783 20

CONTRACTO

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

UBCONTRACTOR	CONTRACTOR		
MPAM PARINGMECHANICAL	G COMPANIES CONSTRUCTION, INC		
, ()	By Levelle		
Mr Pandent	Title		
de (2-11-07	Date /2/4/07		
	• •		

Howe

	1		

**EXHIBIT 4** 

CA525626

# **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 1000 WILMINGTON BLVD WILMINGTON CA 90744

2 Has furnished or will furnish labor, a run minutes or will retired 1900 services, equipment, or materials of the following general description: LABOR, MATERIALS MOR SERVICES

3 An autimate of the total price of the labor services, equipment, or materials furnished or to be furnished is \$ 3 868,000.00

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

5 The name of the person or firm who contrasted for the purchase of such labor, services, equipment or weignfeld it:

**G COMPANIES CONSTRUCTION INC** PO BOX 2980 NEWPORT BEACH CA 92658

6 Home and address of Treet Punds to which Bupplemental Pringo Senalite are psychla (If applicable):

7 - Johotto to Pedaral Public Work Title 46 USC Sec. 270A-276E. Contract &

Bond Co.

She C gray

Reputed Owner

MURRIETA VILLAGE WALK LP 1105 QUAIL ST **NEWPORT BEACH, CA 92058** 

Reputed Construction Londor or Laucea

BANK OF THE WEST 3000 OAK RD #400 WALNUT CREEK CA 94897

**Reputed Original Contractor G COMPANIES CONSTRUCTION INC** PO BOX 2990 NEWPORT BEACH CA 92668

A.D.C. UNKKNOWN

#### NOTICE TO PROPERTY OWNER

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES, W SELE AND IN JOHN IN PAUL FOR THE LABOR, SERVICE SIGNIFIED OR TO SEE FUNDEMEND, A MECHANICP LISH LEADING TO THE LOSS, THROUGH COURT POISCLOSURE PROCESSINGS, OF ALL OR PART OF YOUR PROPERTY SISHES SO HEPROYED MAY SEE PLACED AGAINST THE PROPERTY EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL, YOU MAY WII ELF AGAINST THIS CONSEQUENCE BY CONTRACTOR TO PURSUEN A RELEASE TO PROTECT YOURS NINE YOUR CONTRACTOR TO FUR (1) RECLINING YOUR CONTRACTOR TO PURSEN A RELEASE SHOULD BY THE PURSON OR PIME SYMME YOU THIS HOTICE INSPORE MARING PIME. PAYMENT TO YOUR CONTRACTOR OR (2) ANY OTHER METHOD OR SERVICE THAT IS APPROPRIATE UNDER THE CIRCUMSTANCES. OTHER THAN RESIDENTIAL HOMEOWHERE OF DWELLINGS CONTAINED PEWER THAN 5 UNITS, PRIVATE PROJECT OWNERS MUST MOTHEY THE OFISIAL CONTRACTOR AND ANY LIEM CLAMANT WIND HAS PROVIDED THE OWNER WITH A PRELIMINARY 29-DAY LIEM NOTICE IN ACCORDANCE WITH SEMPTIME AND ANY OF THE OWNE. CORP. THAT'S MOTHER OF (1) R SECTION 3007 OF THE CIVIL CODE THAT A NOTICE OF COMPLETION OR NOTICE OF CERRATION HAS MEEN RECORDED WITHIN 16 DAYS OF ITS RECORDATION. NOTICE RECORDED WITHIN 16 DAYS OF ITS RECORDATION. HAT INC. SHALL BE BY RESISTENCE MAIL, CENTERED MAIL, OR FIRST-CLASS MAIL, EXPENDED BY A CENTERCATE OF MAILING. PAILURE TO MOTHY WILL EXTEND THE DEADLINGS TO RECORD A LIEU.

Construction Hotics Services, Inc.

1,000,000,000

**EXHIBIT 5** 

RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

Maria M Rohaidy, Esq TAUBMAN, SIMPSON, YOUNG & SULENTOR PO Box 22670 Long Beach, CA 90801-5670 DOC # 2007-0717363

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 <u>AMPAM PARKS MECHANICAL</u>. INC., Claimant, claims a mechanics' lien upon the following described real property located at: Lemon & Jefferson in <u>Murrieta</u>, County of <u>Riverside</u>, 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 Qual Street, Newport Beach, CA 92660. The name(s) and address of the owners or reputed owners are Murrieta Village Walk LP aka Marrieta Villagewalk LP, 1105 Qual Street, Newport Beach, CA 92658 and/or Murrieta Village Walk LLC, 1105 Qual Street, Newport Beach, CA 92660. The name and address of the reputed construction lender is Bank of the West, 3000 Qak 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 2007

AMPAM PARKS MECHANICAL

BY

IAMES 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.

By LAMES WRIGHT, Controller, CFO

# **ACKNOWLEDGMENT**

State of California )		
) sa County of Los Angeles )	<b>5.</b>	
On November 19 , 2007, be	efore me, G. Hange	a notary public in and for the State of California,
personally appeared JAME!	S WRIGHT, personally known to me	e or proved to me on the basis of satisfactory evidence ent and acknowledged to me that he executed the same
in his authorized capacity, ar the person acted, executed th	nd that by his signature on the instru	ment the person, or the entity upon the behalf of which
MATATERS was bond and a	.CC11	

WITNESS my hand and official seal.



-72-

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**

I have read the foregoing COMPLAINT FOR DAMAGES FOR BREACH OF

CONTRACT, FORECLOSURE OF MECHANIC'S LIEN and UNJUST ENRICHMENT and know

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 \_\_\_\_\_\_\_at Wilmington, California.

JAMES WRIGHT

-8-

**EXHIBIT 4** 

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1 2 3 4 5 6	WILLIAM J SULENTOR, State Bar No 54655 MARIA M ROHAIDY, State Bar No 143713 MATTHEW D FISCHER, State Bar No 23853 TAUBMAN, SIMPSON, YOUNG & SULENTO A Professional Corporation One World Trade Center, Suite 400 P O Box 22670 Long Beach, California 90801-5670 (562) 436-9201, Fax (562) 590-9695 Attorneys for Plaintiff, AMPAM PARKS MECI	DEC 11 2008  N. Tavaglione	
7			
8	SUPERIOR COURT OF TH	IE STATE OF CALIFORNIA	
9	FOR THE COUNT	TY OF RIVERSIDE	
10			
11	AMPAM PARKS MECHANICAL, INC ,	Case No RIC493357	
12	Plaintiff,	[Consolidated with Lead Case #RIC4909841]	
13	vs	[Assigned for All Purposes to Sharon J Waters, Dept 10]	
14	G COMPANIES CONSTRUCTION, INC, a California corporation, MURRIETA	FIRST AMENDED COMPLAINT FOR:	
15	VILLAGEWALK L P, a California Limited Partnership, MURRIETA VILLAGE	1 BREACH OF CONTRACT,	
16	WALK LLC, a California Limited Liability Company, BANK OF THE WEST, a	2 FORECLOSURE OF MECHANIC'S	
17	California corporation, and, DOES 1 - 200, inclusive,	LIEN,	
18 19	Defendants	3. UNJUST ENRICHMENT, and,	
20		4. ENFORCEMENT OF STOP NOTICE	
21	Plaintiff alleges		
22	GENERAL A	LLEGATIONS	
23	1 AMPAM PARKS MECHANIC	AL, INC ("Plaintiff") is, and at all times herein	
24	mentioned was, a corporation, organized and ex	usting under and by virtue of the laws of the State	
25	of Delaware, and was at all times in this comple	aint 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	
27	///		
28	<i>III</i>		
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of action referred to herein arose in the County of Riverside, State of California

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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
- 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
- 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 plaintiffs 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
- 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

1	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	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
0	That the plaintiff or any party to this action may become a purchaser at such sale
1	
12	ON THE THIRD CAUSE OF ACTION
13	1 For the principal sum of \$533,493 79,
14	For reasonable attorney's fees and costs according to proof, and
15	For interest according to proof
16	
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,
24	///
25	///
26	///
27	1
28	

# ON ALL CAUSES OF ACTION

- 1 For costs of suit incurred herein,
- For such other and further relief as the court deems just and proper

DATED December 10, 2008

TAUBMAN, SIMPSON, YOUNG & SULENTOR

Ву

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

# **VERIFICATION**

STATE OF CALIFORNIA **COUNTY OF LOS ANGELES** them to be true 

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

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

-10-

# **EXHIBIT** 1

7

# **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 1 8 2906 G C BUBCONTRACT AGREEMENT RECD OCT 17 2006 GCCL

THIS SUSCONDERS, MATERIAL AND AND AND STREET, BY AND SUSCOND OF CONTROL OF CONTROL OF A STREET, SUSCOND AND STREET, SUSC

#### RECITAL

Contractor proposes to construct, develop und'er subdivide a tract of land (the "Project") commonly horses as Village
Wellerfemains 455, County of Riverside, State of Colifferin (the "Property"). The construction of the Project is to be in strict
accordance with the provisions and reprintments on the first in the plant, specifications, and say other decommon intended in
attending heretic all of these decommon are on the and rectified daring business been for impostem and rection at Scientica is
attended heretic all of these decommon are on the and rectified in the "Content Decommon" and we inserpreted herein by the reference. These
Content Decommon are intended to complement and reppirement such other, and work described by use decommon that not in exactor
shall mentionly to exceed on if such was described in all documents. Insurants at various Christian Decommon have approved
and comply with County, City and thought institution requirements, it is amounted that Subscalausier proceed and perform his vanit to
count conditionly with its applicable partiess of the Contract Documents.

#### NOW THEREPORE IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

 FINANCENG CONDITION/TERISDIATION FOR CONVENEMENCE This below to pass the Project's Owner(p) photology sufficient receivation leave from these to these for the of for any reseas, including the Project's Owner(p) building to obtain sufficient construction less all survives of Subsendenter under this Subsendent for Contenter's convenience upon these (S) and the Subsendenter chall, unless otherwise directly, immediately discontinue the realt and to nt is mighest to as marcong um require a Ornius(h) marcolar under this Substanted lar deal, unhas attantias disco charvies directed, humanistary warvesters upon these (f), days writes auties. Upon the colors to a lebest directed, humanistary discontinus the week and the plantag of colors to a lebest total, and shell thereafter do only much week as easy to account to preserve administ, independent color film approach to compensation and papers to preserve administrative and papers to the property and the compensation and papers to the property and the compensation and papers and an administrative papers. or min artine, Differentes of the Subsection, Samedicky Especiation for well the puring of voters for manying in connection with the puriness of the Subsection, and shall thereafter do only mak work as any in accounty to preserve and present the work in propose. Upon such translation, Esbecations due to only one of the puriness of the puriness of the state of the work is supplied to confined by the Different test of the Subsections of the Subsect of such action, Schoolsater deal, sales other is equivalent with the perferences of the School

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(b) Weiver and Sim releases, in a flore authorizative to Contracter, Sum Subsembneter, all sub-subsembneters, bluer reterbilisms, treat Sands, and other pursues and easilities who may be patential libra chilesents aquinet the Property, oridinating that all index, materials, applyment, union branchis, paperall inner and other similar linear flavoluted in connection with the performance of the restriction when this Subsembnet lave been public.

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Page 1 of 21

All and return in deligned the At-Ormets Belley of the At-Order to the Belley of the Committee would belong the properties that Committee would not it would be impossible to measure in stoney the of remarks provided for in this section, and agree to provide such settles to this existence due to one only office the decision of the context of remediate provided do to the context. Subsectionity administration that the existence that the the travel due to the provides of this context, and that it would be impossible to message the descript to Contexting Ethiomateriar fifth or retice to comply with the final date of remediate provided for in this position, and agrees that is the reveal of Subsectionariar's bounds of any seals providence, Contexting the there as adequate remedy at laws. It is therefore agreed that Contexting, is addition to age other provided to faithful to remediate decisionary or injurative retird to retices seek provides or any of them, and that in the event Contexting the party or protecting in equity to enforce them, Subsectionary will not unpose that there is understand according to the party or enforce them, and the travel of them.

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4. RETERITIONS: Contenter shall be entitled to retain and whithold them the amount due Subsentanter without interest the core equal to 1000 of the labor peoples of the Content Price, Sectoribus is not to be withhold from material draws, designated as "Resourbes" for a partial ("Resourbes Paries") on the correct the differency overate to come;

1. Thirty-Gro (20) days from the filling of a notion of completion by Contenter on the Project, or

2. When applicable, shirty-Gro (25) days first resolut of "their thirt" impostates by the lander,

Contenter shall pay the Resourbes to Subsentences so below that some (7) days other the completion of the Reteption

7 CHANGES: Contenter tops, at any three by velices enter of Contenter's reducted approachelys, and without to the Subsectionary's curry, suchs designs in, bestuding middless to and embelous from the July to be performed and restricts to be led under the Subsections, and Subsectionary chall becoming upon receipt of Change Great present with the performance of becoming to the Authorities of the Subsectional as in the dampe. No dampe in the surround continue and the Subsectional as included in the surround of party upon continues or colours. In which we party upon continues or colours, in which we party upon continues or colours and the Subsectional and the Subsection of the Subsection of the Subsection of the Subsection. les la la

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The only representative indicated to make any changes or to have change entire as behalf of Contractor is the Project Manager. In the creat that Subscriptor is requested to profess conditions or familia instability over and above his entered providing, be seen that chinks enthrose contracted, which shall be providing, by the Project Manager. All other instruction, which are written, that the Subscriptor may receive shall be decread as past of the only of one collisional components whill be given. All additional work professed or material copplied point to or without a wellow contraction by the Project Manager shall be considered work performed at no charge to the Contractor. A change made or softward by any other person shall not be Mading upon

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Page 2 of 21

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(i) For new-world equipment rested State, thirty parties, compensation shall be stated involved equipment and make the states of the profession of the states shall be substantiated by an involve State stagested by the Contractor, no procedure compensation shall be published to two equipment of the compensation of the procedure states of the compensation shall be published to two equipments of the compensation of the procedure over applies to the overstops became, which can calculated by the consequent specially the compensation of the chorus states shall be regarded by the Contractor and Substantianative states of the chorus states shall be regarded by the Contractor and Substantianative of the procedure they benefit the parties of the chorus states shall be regarded by the Contractor and Substantianative of they tax under Collision States or Une Time.

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Page 3 of 21

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16. UNRATERIACEOUS WOULD Upon writes sectification from the Constants that Substantantaria work in in any at unanted later, parels convenies, in not in compliance with the Constant December, or that the Job has been changed, extracting with the Constant of the has the Job has been changed, extracting which, within to the selection accounty to consent or Act, ade giaque

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21. GEARANTERS: Subsembates generated Contractor and oil fature concern of the Project, or my partice through any two or demage using them any define in underlate and weakenable familiars with Subsembates for a period of one (1) year from the date of farmouse of a Contitutor or say such overs, Subsembates which general violations of definition for a Contitutor or say such overs, Subsembates which are period of the behavior of the form the contituents of the subsembates, or the subsembates which the delignment of the own expenses, to regime my subsembates and subsembates of the farmous of the farmous of subsembates to the say Continuous of the faturation of decisions for the subsembates, or the subsembates of the faturation of the faturation of subsembates to the say the subsembates of the faturation of the faturation of period of the subsembates and period benefit about their faturation of period orner. Take the faturation of the faturation of other periods of the frequent of



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24. DEPENDE OF PATIFICES this contraster shall defined all exits or claims for infiltegement of any copyright or may passent that they be brought against Contraster, the Owner or the Archibest orbing out of the Joh, and shall held Contraster, the Owner or the Archibest humbes from how an excessed thereof, compet that Subsequenter shall not be responsible for such defines we loss when a particular design, present or product of a particular manufacturing to apposite if or one by the Contrast Dominate.

25. COTTINES, FIXTURES, FIXTURES AND PATCINESS, WORKS OF OTTINESS: Subsequenter shall, as a past of the Contrast Price, do all coming, Subsequent particles and be never by an excess of the Contrast Price, do all coming, Subsequent of the contrast of the Contrast Dominates. Subsequent agrees to protect the week of others then designed on a result of the operation. Shall independent or case drange to my superior subsequenter on the week, then Subsequenter agrees to recognitive that it is that in the stant of the design to consecute the week of others then designed to except the promptly such subsequenter to the contrast of the design to consecute the seals, then Subsequenter agrees to except the stanting to. provided is Section 19.

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Comprehensive General Liability or Commercial General Liability:
 Commission General Liability:
 The Reals of Relative shall not be few than:



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completed specialists or its equivalent. Her in Surpost on stillifered inspect(s) makes the coverage specified under

page parties in Interest as additional impression to develop specified on against of contain the Sulleving provisions affect and agreed that of Companies Commentum, Inn., Banks of the Work, These Work L.F., its affects, disputed, agent, servering angularyon, distance, in protects, absorbed the and additional companies are additionally natural or affects the pathog, with respect to legal distance, or an additional protect, of the second by, which was by to the total or anticolous, what or would protect, of the second instance or of human on behalf of the second instance."

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ngs (Companied by Contracter). Stableg: "Both coverage as in officeled by this policy for the breakt of the additional insertably in princey and procedures by make additional insertably shall be insertable with the coverage provided under this

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nt set or contrates on the part of Contractor or Convery Spore on, such eldigation shall not apply to Chains on our willful minorabust of Contractor or Conserver them deduced in design functional by Conser, as set from the regulal labor performed or materials used or flustation to be used on the July, including all resigns smalling to Contractor Stom, such alchos or Stom, its distance parallel to be used on the July, including the conserver of any suffer, second law, regulation, or makes, or makes, or makes, or makes, or makes, or makes, or water proceedings shall be brought against Contractor or may other yeary independent, our of the behave that year designation applies, Subsentinator of sale, upon designating the laboration of the behave that year of the peace of the party of the peace and say.

connecting any Chilan to which Substantian's industrial performance shall, upon decreasing another defined for industrial propert Substantian's even exposen, and Substantian's performance shall pay all peaks and any judgment that may be reached shared another an industrial payer.

(vil) Industrialy that Limited is may use of the obstantiants the Industriants by may complayer of the Substantiants, or expense diversity or industrial party of them or inquest for whom not only in highly the industrialization of Substantiants, or contract or the contract which couldness shall not be Substant or or inquest for whom or in our of them may be highly to industrial the payed when the contract or other employers broadly and industry is broadly under any Westers' or Westers' Compensation on the descript the application or mandatum of the Contract and industry is broadly to apply darty do provided the contract and shall environ the application articles of Substantian, 20.

10. URBERTERISERS CONTRACTOR: Substantiants in an independent contractor and in solidy responsible and Substantian or other remeasurable paid to Substantiants for substantial stancely and manufactured violation or measurably required of all federal and date town and between end contribution for substantian of Contractor, all week other is completed and contribute and shall comply promptly with any instructions from Contractor, all of Substantiants (substantiants shall contribute, all of Substantiants and shall comply promptly with any instructions of the Contractor, all of Substantiants and shall contribute from the shall contribute of the Contractor, all of Substantiants and shall contribute the shall be shall be substantiants of the Contractor, all of Substantiants and shall contribute the shall be substantiants of the Contractor, all of Substantiants and shall contribute the shall be substantiants of the Contractor, all of Substantiants and shall contribute the shall be substantiants of the Contractor, all of Substantiants and shall contribute the shall



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r dock. Subsentanter shell dispose of shirts in dump.

And the Contractor and a classes only to pay the material or defects will placed by the Contractor and an elected by its job repartments, absentanter shell recover on any corpies material and chicks been the place.

31. USEABLE EXCESS MATERIALLE To the entent applicable, Subsentanter shell move, as the Jub or any postion because it was the second to completel, from the sist themes' to the other of the cents work to be completed by Subsentanter, all consists materials, particularly materials applied by Contractor shell be considered materials, unless contractor advises Subsentanter to the centerry in waiting. All causes seem sufficed by Contractor shell be considered materials, unless the materials applied by Contractor by recents of Subsentanters in the contractor advises Subsentanter in the contractor and materials applied by Contractor by recents of Subsentanters in the contractor in the state of the contractor in the subsentanter and responses to indicators the contractor in the subsentanter of the contractor in the subsentanter in the contractor of the contractor in the contractor of the contractor in the contractor of the contractor in the of of Contr

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to the providing of Booking 1774 or 1975: Substanting shall politics as n-1994 and 1999 of the Guillands Labor Colds. After and go are absented the visits or any portion of this Selventer has in welling from Contractor, and fam only sulfact to, and upon the are to Any pumbalon guested by Contractor that not be demand pumbalon at or advantant by Sulventrator ands without the content of Contract 35. American property is not the first of th A improduct singlicinal or spokes. Law and conspicate or the insuppose 26

configurate of paperate provided by Contractor shall be relambled to the Contractor for its paint vertice, approve our mass are no blooking upon Contractor and no approved. He analyzament shall relieve Subsentuator from his decim, deligations and Subsiling increasing, technic apparatus of the subsentuator shall be a perfect and pay when does of obline for labor or automate increased by him in the perfections of this Subsentuator. Should may sub-enterester, mapplies, treat final, or other party providing below or restorable for the Job record a claim of fine applies the Property or file a step notice with the Counce, upon densed of Contractor, Subsentuator shall no later than tag (10) days from receipt of the densed and at its own exposes pressure, familie and record an appropriate activatory review band which will undergoth at records any such deals of the own files or step notice for the subsection of the subsection of the council for the council file of the council through substitution on the subsection to the subsection of the subsection of the council for the council for the subsection of Subcontractor to Contractor Subcontes therete to be extinguished as semoved.

ly to the estimplement of removes.

17 BINGLYENCY OR SAMMINISTICY: In the event Subscendenter because beneficial, is weakle to pay his interest advance or consistent may not of betterptop, Subscendenter shall be considered as being disabled Sons perfeculng the Joh, and this extract may be terminated at the option of Continuous repair toward-flow (24) hours welfers action to Subscendenter II my order for the continuous shall be subscendented from the Subscendenter of the Subscendent span giving forgetter continuous action to Subscendentes in the subs Subministrations in terminated at the option of Contraster upon treaty-flar (24) hours written randor to Subminister II my and relief in centered tender the Subministratory Code as to Subministrator, Contraster may librarios transitate this Subministratory and played eight house vertices anothe to Subministrator, in treator, and its stretty, if any, unless Subministrator, in treator, or carely promptly all defaults, provides adopted suprement of fature professorous, compounts Contraster for locate separated from such defaults, statedly authorizes all faturated individual, provides of Subministrator. Subministrator hardly authorizes all faturated individual, such contraster Subministrator in the subministrator of success or Contraster Subministrator's financial states, are the summer of success obligations. Subministrator districts Publication toe, to treate, or nevely promptly con-rates for lesson sectolard from such definite, and I themstel bestrotten, materialisms and individua



Page 7 of 21

nat of Subscut W Clar Contempter within thirty (10) days after the present Humanish status, and Othersteater o thirtieth (10th) day of Juneary, Aprill, July o regulas. Shapald Submentmeter fell for any o Americal is full and enceptors—analyst processor of Subse-cutarity quarterly, complete, up-to-date fluorated statements of oil, year during the team horsel, and at each other those or Co y Sunnished statements on herolandors, required, Contentur and contractor shall If (10th) day of Junesy, April, July and On. Should Submeditator full for my reason to the to this Submeditator. All Should deduced all request. All financial detenuents shell be statement unridied by a public accountest. DRATH OF SUNCONTRACTOR: If Subsequenter is a pole proprietor, bis duck shell extraordisally terminate this

THE CONTROL OF STATE SUPPLICATION OF The Property of the Job, Subsequenter shall find to the Jobale 1999.

19. JOHNSTE SUPPLICATION OF PROPERTY During the particulated of Subsequenters shall find the shall make the property of Subsequenters of Subsequenters of Subsequenters of Subsequenters of Subsequenters of Subsequenters, Such superintendent or Subsequenters in the state of the subsequenters of Subsequenters. Upon oral or written reader from Contractor and shall not be changed without the written content of Contractor. Upon oral or written reader from Contractor that are superintendent or Subsequenters is unanalisately to Contractor, Subsequenters shall promptly replace him with a passet anticology to

pater.

40. LBT OF SUPPLICEM: As Contractor's request, Subsendmenter shall, which tan (10) shops of strengtins of this
advant, provide in writing a list of numer and addresses of oil only-advantments. materialmen and other copplies who will supply
tenderly be replyment to Subsendmenter for the lock. The writing list of copplies shall, upon resolpt by Contractor, be ellewhed to
inhomized and shall be made a part horself. Subsendmenter shall not lieve the right to change cay of the copplies without first
along writing propheton of Contractor. Subsendmenter warrants that the list of supplies who will supply Subsendmenter that be the

41 DELIVERY RECEIPTE ON MATERIALS: Upon Contractor's request, Subsession's shall Stubb Contractor philosophy and the West of the Stubb Contractor philosophy of all delivery resolpts for materials delivered to Subsessivator at or for we on the Job width trenty-four (24) or each delivery. 41

In other each deliver.

42. TIMES OF RESERVES AND WAIVEST: All thru limits stated in the Selections see of the caseson to this necessor. A water by Contractor of any branch of any case of the terms or considera break stated and an execution of a new of any enhancement of Selections or the terms of any enhancement of the casesor by Contractor of any in the particular to enhance of Selections or the Selections of the terms of any enhancement of any enamely by Contractor in the event of a break of any term or condition and, or the casesor by Contractor of any eight becomes of any enamely by Contractor in the event of a break of any enamely and one, or the cases by Contractor of any eight becomes, and not be constructed as a verburn.

43. UTILITIES Contractor of the Selection of the own expense all efficient, including, but not their in, electrical proves, along our enter medical to properly perform the Joh. Substantors to provide electrical enough, light electrons (the enterpressed) and ter become the electrons to Contractor to Selection of Vertical and the Contractor of the Selection of Vertical AND RESERVESTORS As a control balancement to Contractor to the Substantors of Selections of Vertical Selections, Substantors of Selections and represents on the Selection of Selections.

territoris, Schementer warrants and represents on follows:

(a) Schementer in Smiller with all regularization of the Schement and Content Decrement.

(b) Subsequenter in Securitaria the Project and has exhibited kinesify agarding the sharefur of the west and local (b) Relevantenter has haveing new everyone.

(c) Delevantenter is unfolded that the Job can be purphened and completed as required in this Subsentent.

(d) Delevantenter completed this disordly or hadronly connected with the purpheness of this Subsentent.

(d) Delevantenter resorate that he catering into this Subsentent to has not been inflammed by any statement or sealor of Contractor or its representative but only by the Contract Delevante.

(d) Delevantenter in Suscential and competent to purpheness.

(d) Delevantenter is experiment and competent to purhament.

(d) Delevantenter is equilibrial, Hornessi in good standing and contracted to do besident us a contracter in the State of

promise of Con

(i) Beliancianator in Smiller with all general and special lean, ordinasces, and regulations that may effect the Joh, he have present employed therein. (i) Subsentement in Smiller with the text and labor regulations and with rates of yay that will offert the week.

(i) All west shall be performed by mechanism shilled in this type of work and an required by the County, State of requestional Softey and Southy and Should State of majoration and making the Should State of the performance of the performance of the performance of the performance of the should state of the county for the performance of continuent work,

FURLICITY Schoolsester shall not all others or made public to any mosts made or any present associated with the restrictions or by public releases for the black or surject to the descriptions and restriction or by public releases in first expressed in recting by Construction.

CONSESCY OF LAY: The irres of the State of Collibrate shall govern the interpretation, reliefly and construction and conditions of the Subsections.

MEVERABLETY: Should may provide our this Subsections, or any past florest, prove to be invalid or otherwise. It was provided shall remain in affect to the extent permitted, and the other providence of this Subsections shall be contacted that. do ar by m

a. Maria su nata to fall force and o

THE SECOND STATES OF PERFORMANCE Beaution of the Subscattest deal he at Contents to Principal place of business in SPACE OF PERFORMANCE States of California and the County of County, State of California, shall be durant the Intense of this Substatest for all legal purposes.

ESSES AND ASSICTED Tob Subscattest shall have to the business of each be blading on the lates, counters, a City of No

39. EEEES AND ARMATCHE Tob Subseniors shall have to the bunefite of and be binking on the hair, consisten, and obtaining term of the respective parties become, and the endges of Contractor.

51. NOTICESE All artists, intrinsics, descends, applications and other communications to be given by a party under or presents to the Subseniors shall be to withing. Service of any such writing may be assemptified by present service of old writing, by any of flust class small, by Pedent Supress or other oversight service, or by Stevinsia translation. The writing shall become officely on the trace the writing is presented by the peoply being served. Present staying may be made by different give writing in the senter representative of the religious purity to the Project size or to a present in charge at the office of the religious party. Service by made or facebodies translates about about the their light written notice to the other. A deplicate hard copy of any writing served on a party by fundable translation shall also be sent to such party, on the same day or as seen as possible thereofor, by Sent other small or oversight service; and by writing shall, provedulent, became officeive at the time the Suchsialis transmission is received.



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and the succession of the state recest Scheller in Storyment mean of the Scheller of the couply fully with all love, when, wheter, relea, repetition, its and notation with respect to competitud books and subty, consistent provincing and subty emplement and province, including these provincins and subty respect of Couples of Couples, and use of any insuration advances. Inhomogenetic shall consistent the provincing or and place to be competed and and working conditions and equipment only, and accepts role responsibility for providing a sub-place to be completed and the decomposite of the conditions and equipment only the conditions and equipment only and accepts role responsibility for providing a sub-place to the conditions and accepts role responsibility for providing a sub-place to the conditions and acceptance of the conditions and experience of the conditions and acceptance of the conditions are acceptance of the conditions and acceptance of the conditions and acceptance of the conditions are acceptance of the conditions and acceptance of the conditions and acceptance of the conditions are acceptance of the conditions and acceptance of the conditions are acceptance of the conditions and acceptance of the conditions are acceptance of the conditions and acceptance of the conditions are acceptance of the conditions are acceptance of the conditions and acceptance of the conditions are acceptance is and interest was required and Contex or Communications and activity and accepts sells requirement or an experiment of the sells of the complete and the comp

35. RECEIVED GATE SYSTEM Contractor may at any time establish a Seneral Onto System, Upon tracks of entillated by Contractor, Subsentanter shall shide by the traces and conditions established the such Received Gate System. Subsentanter shall shide the System and take stream of the mains affiliation, if may of each supplier who will supply Subsentanter for the sud-Subsentanter shall use the best office to have affiliated, if may supplier with will beaut the terms of the Bourvell Gate System.

36. JOH SITE RECEIVED CREATE Subsentanter shall made to explay on, sub-enhancing and suppliers that the Subsentante plant is the respict of the suppliers shall specify and shall be extend to employees, sub-enhancing and suppliers that the Subsentante plant is the suppliers of published non-prescription drugs will be brought to, or taken or consumed on, the

Project site at my t

Project site at my treet.

(b) The physing of emplified irrendent results or rescellings, at my level, will not be possitted on the Project site; and
(c) He delibrary as not paralleled on the Project site.

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

(d) Working House Me constitution shall be preferred within a half-site of any restitution testing the parallel by professor that have not been a standage or half-lags. Maintenance may be purferred on model but not to the output to the output that the scale would be demand a maintenance. Suttenday work shall be endplot to the approval of the Constanting

Project Departments.
(a) He tests or Secretar restable or substance shall be stored on Sobolis at any time. All tests wents shall be stored on Sobolis at any time. All tests wents shall be properly disposed of office, including, but not Backet of ours.
(b) The Deformation's slight of early to restricted to the representatives, supplies, subventments, squate and employees. All other pursues earling ustry shall be referred to Contential's Project Departments.
(c) Industriants will be paralled into the work sum only at points designated by Contentia.

THE COLLANSIONS Reheastments shall making the suppliers, sub-subventments and supplies that the follows:

27 NINCHAANSON Subsentanter state tentary on our purpose, according to stately embered.

(A) Strong like in the west as even in required by Subsentanter for profibelmenter maker strongs of materials, Contracting dually provide a leastless cody. From its condition, Subsentanter shall provide all temporary strongs and shap were that on required at the site for the sub-real proper strongs of materials, tools and other from word in the professionary strongs and shap were that to exact puper its order proper strongs of materials, needs and other from word in the professionary about puper of heatings and shall not interface with the west of any other administrate, Subsentanter shall provide his own, integrately proving first penally strongly the strongs of the strongs, a key or lock considerable shall be left with the Contractor's Project Separatement. Any anneally strong for to be perfected by the strong parties of to to hapt class of peaked building peaks. Any materials delivered to the abuildill be stored no as to cause the local peakels obstracted to peakels of the greature. He material or equipment shall be stored when peakels out to percent wereholding to may peakels of the constant. He material or equipment shall be stored when will inferther with the five and safe peaker of peakels used and other characteristics. Beloevels the common peakels are to peakels are the period of the reading upon for one by the public testile.

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(a) Tyler is included, Debrestments shall excellely import the included week of other tender, including Sold measuring states.

(b) Tyler is included, Debrestments shall excelled to the point where this included many examence. Debrestments shall you completed be shall resided to the excelled the other tender, including pathology, as the excelled benefits of the states with the approved shap develops. In the excelled discounts, pathology, as the excelled benefits of the states and the excelled benefits of the states and the expense of the expense, at the first tender of the expense of the exp Note to team.

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of this opening his opening to an order

in, patter and parks.

Subvestment's equipment (finishin, mobile arms, etc.) is remained for his week analogisty knowes, leastless at he compliants with the direction of the Contractor's Project Separatedonile. Subvestments shall take one physical to proves any director to provesses, earlie, saids, and other property.

Subvestment with analog our investment or reputationists (Designated Separatedonic) to the job duct is installable to contractor's veries. The Designated Representative shall compared Separatedonic Project Separatedonic in perference of the Job.

(a) Subscanneter shall an exactlest his operations as to offer the local possible obstruction and incorrections to the public, and in shall have under construction as greater length or assessed of work than he can proceed properly with the regard to the ights of the public.

(h) Rain duneys shall be the responsibility of the Substantanter Contractor



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(i) Submanaster shall is he cannot be submitted in the contractor.

32. ARRETRATION All dispose the breast library, deep shall be readed by sit.

53. ARRETRATION All dispose the breast library, deep shall be readed by sit.

54. Architecture and Submitted readed by sit.

55. Architecture Amendation than obtaining, and judgets..., on the second readened by the arbitrator may be extend in the cap count having probabilistic flowers. The arbitrator proceeding shall be been und determined by one arbitrator. The arbitrator stell have an power to exceed to produce damages. The arbitration shall be conducted and the beening thereof shall be boild in the County of Orange.

20 Provided, however, that Contractor shall not be obligated by and may other not to arbitrato may dispose if Contractor, in order to fully protect in behavior, desires in good didt to bring in or make a people of the stell to be the first if county of the same chilerator and the bread by the same arbitrator and other than or say then third protection and the bread by the same arbitrator proceeding. If Continuous observed by the same arbitrator, then such disputes shall be readed by Heighton in a secret of law shauted within the Store of Continuous observed.

COMPANIES CONSTRUCTION, INC.	AMPAM PARKS MAGNINGICAL
thisman	
Name Video & Moham	Charles E. Packs, II
Title Yes President	me Passidunt
California Store License No. 143529	California State Liousse No.: 775767
	Challenti No.: 14455-1558





## GENERAL

- Transhing for groundwork to be participed with a wheat; If a bankhoo is required, cost differential will be valid Contract steas. Bankfill

- Comparison (mechanical)

  Supply and install finance per the estached fixture askedele

  Title 24 requirement

  For (aby Scene only)

  Claim of

  Composition to water and sower stake If catalin building

- Clean up
  Composition to water and sever stein 3' coincide half-ling
  Resections to water and sever stein 3' coincide half-ling
  Resection institute, initiating, bushe and exterior shower and water and sever within 3' of half-ling to pure equipment waste.
  Provide gas head-ups for 185(b) supplied by others.
  Dyinking Standales, electric
  Constants Supelly seen.
  Place deales with trap primer
  Report vents with Static load Standales, apost Southy controlled and Sull colder Statings concluded.

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### SEWER SYSTEM

- vezzz gystzzzi

  a. Servir pystan F unt with connecting and oben out to grade

  b. Cost less wents them above grade, ly required by each only

  a. PVG or ASS water lines before grade

  d. Floor class; only calerier oben exits not in bosses, well clean onto

  a. Tub design

  f. Princey condensates to Lavedery trap

  g. Secondary condensates to in one final analysis.

- Printery condensates to Levelery tenp Scenariory condensates to to use first switches Repressing building kindon, both and abovess
- ŧ.

### GAS SYSTEM

- J. BYSTERIC

  D. Ges piping (inhabits 40 blast, stead) or CROT

  b. Type gas to the following flateres with final connection

  White Insteas

  Log Righter at Reseastion building, connection by others

  Loundry course (drynes), gas only

  Burboson, Smakesh by others

  Plat equipment (400,000 MTU Sheaters) while out, final connection by others

  a. Gos pressure regulators as required:

- WAYER SYSTEM

  1. Writer system F out and comment

  2. Temporary mater house-ups

  2. PastCPVG

  4. Included pressure device by others

  5. Vibration belatest per place

  4. Yes resident.

- Vitration testates per pure.
  They princes
  PVC pulses in 140 pipe 1-122° and mealter
  PVC (alone \$15) pipe 2° and larger
  [Sun initia (making mealthins, post equipment recent, etc.)
  PVE floor ball values

  i. Bull values at the cult units, besinds a non-mealered inep to HVAC the cult, commercian to the cult by others

  i. Sound transplants central per Code

  i. Sound transplants central per Code

  i. Sound transplants and values complete with long

  ii. Plys langues and values complete with long

  ii. Plys langues and values complete with long

  ii. Hydrosterio

  A line due a submatter at each unit, tall and jumper femilised by others
- 12.
- 13. In mi

- After the a submater at each unit, toll und jumper femiliated by where

- MERCELLANGOUS FINANCE

  1. Penalth and leaved the Statement automate per Material Substates are Sirtly in the place. Substantaneous shall Statement with complete specifications and involunce for all pleasing Statemen, prior to commencing wealt. The substitutions or Statement stanges shall be observed, unless said change has been previously appeal to in writing by Constantes.
- 2. Distribution will be delivered and reserved to each unit by others, distribute to be connected with 1/2" water than
- 3. Rough plantibles indeed had in Secretations and sink to be installed in secretarities with remote Subsentantes.
- 4. All centles, needing, under drilling pipes shall be curefully and seatly done.
- 5. All fintures shall be secrebilly set and square with tries, floors, and well lines.
- Rough-in for dictures shall be carefully and accurately done. Off-outing of traps and supplies to most finiterer will not be associable.
- 7 Rough in complete for washing annihiles, with trap, stend pipe and hose bills in all insuring facilities set in reseased beases.
- Subsentructor shall be responsible for ashedeling all tests and importions required by pleasing Code of the City and County for



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- Subspatieuter shall furnish and deliver to the case of west pipes (lond fleebing specifically). , the proper jacks for all plausies and eniste (lastings embeled).
- 10. Subscattrator shall provide involating so Products Campusy, or opported equal. spenden charge and through-franking pipe brouktion as manufactured by Specialty
- 1). Subscuttrator shall provide two (2) sets of planting schemetes and ground week layrests to the Contractor prior to start of any
- The Delocativator deal accords and pay for one set of prints of planding, water and gas descrings which in shall alter to short all changes unde to the original input, all hat and order water line incentum, shall all veloce, presence regulators, (Eroquival) gas lines and prove close out locations. These descrings shall be implemented. The deboutments shall deliver "to-build" completed by the Contractor when the job in theiring and accepted. "An-build" must be submitted to used approved by Contractor prior to release of any returnings to this Subconstanter. 12. The Balon
- 13. Subsequenter shall verify that types of materials, pipe store, etc. will reset local each requirements price to installating and notify contractor installating of any discrepancies. All pipes and "rough-in" applyment shall be naturalled in walls.
- 14. Furnish and provide equipment for tending pleasible installations.
- 15. Subsectionate shall be responsible for the protection of the week of other trades adjacent to this Subsectioning's work.
- 16. Substanturator shell determine and worldy may conflicting structures, stoom dealer, or other william series to construction.
- 27. All openings in physic, dealer, and distings shall be accorably covared during construction to prevent obstructions in physic. This Subsequents in to determine subject to the operand of the Construction, the exact disconstruction and pushfuss of works may be required in these, reach, selfings and wells the the passage of physic, death, taken, inc. The area of any opening is not to be larger than absolutely retreasely to the proper disting of the physics, death, taken use. The transfer shall family place and observations, where accounts, physics that in incomine of all come and required distings decouply the habiting structure, and the other respects, place. Small the distinctions we would prefer to death order to provide an exact in order to habit physics, dust work and other equipment, the exposure of this variety and restricting of services to thair eligibal condition shall be bester by the habitestatety.
- Subsectioning shall be responsible to check off discontant to summ excees pipe alignment into finest and walls. Walls will not be moved for pleasing.
- 19. Subventruent shall gestrates his week for one year and shall be responsible for all wastudy week during this parted.
- 28. Material and installation shall reading to specifications.
- 21 Subsequenter excepts responsibility for all Title 24 families propriessests. This shall factorie, but not be limited to; planning things, volves, mounting heights, etc.
- 23. Subsentinator shall not penetrate my unterlor siding or trim with confinence Hors.
- thoughtester shall provide all trenshing and benkfill; all trenshes shall be compasted to obtain optimum 90% relations toleties make.
- Inherentester shall excellente and schools haristheless of Cherghes abover units with naturalisticer as well as any other related Subsentester.
- 25. Subsectivator shall furnish and bestell electric control debating frontals as specified at researches building.

- SEWER 1. Suiting sover system shall be ASS.
- Year piping shall be ABS throughout building, unless coherents allowed by code.
- Substruction shall flushed and Jackell paleonsy constraints likes for the conditioning as required. Primary condensates shall be tripped to invokeny veste, according shall be a flust article.
- 4. Subsententer shall furnish and leated out I ben sail Hear to rester cleans.
- Pleasing vests to be establish where provided, and allowed by each, before posteroing coef. He planting vests to posterio read within 5' of repositing sail.
- Subsentions will state out Sun huilding with power Jim, a distance of a maximum of Sun (3) that. Rampdonic Stone Jim state out shall be extended so that 2 projects beyond any excent wells, concrete plans, allo wells, or my other elements on all Sunt alreadonics. Consideration-cess that he breakful and installed by Subsentionics, (2) before goals at rough. After fields guels in exception, class-sets will be related to Sunt State grain alreadonic. Subsentionics dell' subsentions to some laterals from (3) that surveiges of building. n en all treet faith grade in a literaje insid
- Subsequenter shall formish and Install floor deales complete including trup primers at all levelous shares on plans. Trup primers shall be adjustable with eccess penals. This includes communical kindure.
- 8. Close out severs shall be pre-east consiste or sheet in hard meritan steam, concrets or playle in Landscape areas.

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- 3 V Bits spac-off, repart speig pre properties; or every that abbiguance on byces of adelphorus;
- 4. Firm you have us required from Southern Cultifornia Con Company maters to you run appliances.

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- 2. Subsentrator stall supply and lestall invatories and sinha
- 3. Water carries entitle of halldage shall be photic PVC Schoolde 40 as approved by government bodies.
- 4. Water plains below slob shall be CPVC/Pex.
- 5. Weter bound system shall be put.
- ubecatester stall famis), and lastell vator system in bulldings. Here biblis to be jacated five and obseruf plans-ons. All week half be in convenient with all applicable bullding orden, and per planting ends. Water service to have bibles, shall be of SM locater pipe. Bullets anticipless vatves, past if approved by local orde.
- Subsententer dell unio final counts to P.O.C. at 5°4° establing (at least 18° below finish grade) with supportion at tuilding feathers include abut oth extending from below grade in absorbance with all applicable building codes and per planning ends of the City and USG.
- 8. Miking of ferrors and non-ferrors motals in water piping is prohibited.
- 9. Design weiter prestoire for colorabelent per plans.
- All unablemently observed but water supply and years piping in any least fluidide from robbut, speny on from or poured in place type of insulation. na interfer or unturier shall be insulated with professeed.
- 11 Subsectioner shall be responsible for transiting, bealeffit and mechanical companion. Healeffit with author cody,
- 12. Provide and hatel pressure regulators where required.
- 13. All chower valves shall be Processe Balanced with med-scald device.
- 14. Subventanter shall but all location best-up complete with Such box and abut off values in each unit.
- 15. Outcontraster shall lasted half values on the supply and return these between the between and the fire self unit. Valve beautions shall be determined by building each.
- 16. Subscentrator opera to meet the minimum specific production rehadule to certified herein, changes shall be allowed only Pageod to in writing by Contention:

Underground Rough and Staleh units

Two (2) working departmentaling
Two (10) to electron (10) units per working days

The above exhaulting predicted on an delays, by other trades.

- 17 Water system shall be run to water survices for each spartment with any be superately submatered, by others. A superate near-material loop shall be run to each units HVAC for each.
- 18. Should the Content to adjusted due the volutivity of copper prising, Deboudranter will embetastics their original meterials most with the correct rate of materials. If the costs decrease/facrouse for change closes (Article 7) will provid.

## EXCEPTIONS

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



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SECTION 61-0010 - PLUNCHORG SYSTEMS

J. PART I GENERAL

1.1 RELATED DOCUMENTS

A. Providen exhibited width the General and Supplementary General Conditions of the Departments of the Department ny General Conditions of the Contract, Division 1 Consul A. Problems Replement SUPSCARY

- OUNTERACY

  A. The Seniors hadeden week required to bestell placehold systems for this project.

  B. Mitselden deal to industry standard compand quality and shell be identified by under, weight, types and places or product.

  C. Provide and head with piping options, nationary findings, within, algebra, substant, substant, points, traps, connections and other nationals to required to expected the systems collect for in the Content Department.

1.3 COORDINATION

- A. Constitute week of this medien with work of all wher affected profess per Seating 48-1016 Coordination, B. Constitute work of this annion with Seatin 31-3180 Submetering System

- R. Constitute was an environment of the State of State of

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  Chickes reador connections with but and cold water and 2-look thats pipes in some saint wells.

  And of requests for substitutions water providence of Shatten, 49-1489—Freehold Options and Shatten.

PART 2 - PROP

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- PART 3- EXECUTION
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  B. Stradit Table

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  B. Product Data inclination of produces translation, construction, Stateburg, professioners when extenditation orders,

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SECTION 48-1010 - COORDINATION

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#### END OF SECTION 45:104 - COOR MATION

#### SECTION 49-1348 - SUMMITTALS

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  I REATED DOCUMENTS

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  B. Reference Section 40-1600- Product Options and Substitutions, for estimateurs and National Provision Agreement
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in product accombinator's standard publish material, dated, with product description and installation instructions and, delete data and reflect to this Project or stands "VORP" to applicable. As a complex establish Material required by Constructor plans have which will be extelled by Owner's Representative, and Descriptors and extended to this behavior or construction.

I.S CONTRA

- proved mellius atump contailabig Statementurch's resum, wordt "Appearent", algesel beleich serlent, profess serten, experiente, und expercelleum soughood palar to submission by her belliestign that her hom noviersed and appearent meterially, expliquently quantities and their

- certains für complianes with this requirement.

  Date volt relateding, furthering passes of Profess, Architect, Registers, Commenter, Debuggiesers, an applicable description or mente of equipment, meteoric, or profess and inherity Work was loading.

  Assumpting submitted with transmitted better establishing project ment, Contractor's norm, stocker of samplish or description, the contractor's norm, stocker of Contract Decomments.

  Ultim and other portional date, Outline deviations, if any, in submittels from requirements of Contract Decomments.

1.9 ARCHITECT S MEVEN

A. Barles salesfied with restorable prospiness to cours so delay in West.

Page 18 of 21

1.10 RB errel ministra, metali is erre reage as quellet store urill nd or Organ's approval to obtain specific attention to continue of nt other than committees required by Architect on provious submissions, if my, in

production transfel.

111 DESTRUCTION

A. Subsectioning to determine und distributing captur of submitted to bit Subsectioning and metable propiles.

3. Intrinsia coding the off all approved submitted busing Architect's, Engineer's or Owner's samp for Project devalue, deliver to Contest or part of Project devalue, deliver to Contest of the Contest of the

SECTION 45-160 PRODUCT OPTIONS AND AMETERUTIONS
1 PART 1 - GENERAL

- CONTRACTO
  DOCUMENTS

  A. Provision estillated within the General sed Supplementary General Conditions of the Contract, Division 1 Granual Insulantates and the Develops are collectively applicable to this Section.

  FREQUESTIMATES INSULATIONS
- - Delementario spilingo in estendes of products.
    National Assesses Agreements.
    Products But,
    Respects for substitution of products.
    Video engineered hum.
- I. Ross I. Voles OPTIONS
- OFFICIAL
   A. Produce Specified by Reference Standards or by Description Colly: Any product marring these standards.
   A. Produce Specified by Northy Can or blace Identification with a Provision for Substitution. Substitution is supported by contribution for any assemblation and specified passent within these Source specified breels.

  1.4 MATICAMA ACCOUNT PLINCEASE ACCOUNTS

  A The States has natural bids and marring numbers operated, which measures surfaces supported while Sr could.
- - ng professoriet petekog för endel med velde en annesteted selepton Desarr denken för denne product meten för enemproside products ment white and the On-write SERVET obsess that qualities are private 4, so real, unforced are
  - the product array, such a indicated account of most through the supplies. The Group will, therefore, provided the Sanaton, Math, and story a gradual to execut without an excellen-pendual to the produced species, the Group the substituted product's Sanaton, think, or

  - uner will copies within proof of province the produces undo undo Hedunal Purchete Agreements. Base products, if complete, shall be peteck on Matechal Varification Form on required in Souther 40-1340-

- D. Schriften products, is an expensed to the control of the contro Turbinto Effectivit is a Philipson Account, listed, or substitutio have.
   Consenter will reply in within other (15) deprivating whether time is a researchly objective to listed house Effective to the state of Content Department.

  REQUESTED TO SUBSTITUTION A Constitution of Content Department.

  A Substitution of Content Department.

  Property of the Substitution of Content of Content Department.

  A Substitution of Content Department.
- - more required for each prioritieshes. Decement outh request with complete data substantiating completes of state that the with respiration and of Contest Decements, United reduction request them attacked, solven by Specifications sections and Author resulting. Nowthis completes in section and edition, back complete all model or entiting section. List Mechanism and requirem as appropriate, that eith or specified in Section 40-1340 detection.

  - m, and replacement.
- Late couldeling at temperature and experimental and analysis required to the control of exhibiting an experimental and exhibiting extended and exhibiting required to the control of the c

  - B. Solution products shall not be enfound or installed without written completes.
    C. Only one request for relationism for each product will be considered. When exhaustation is not complete, provide specifical.
- product.

  D. OwnerContentur will determine prospectable of substitutions.

  Stancourrance Coll. neutronomics recognition of substitutions.

  A. Report for substitution contribute a representation due distinctional has investigated proposed product and has determine that it is equal to or segmine in all respects to specified product and that the east reducting officed in steple justification for the equal to or segmine in all respects to specified product and that the east reducting officed in steple justification for the equal to or segmine in all respects to specified product and that the east reducting officed in steple justification for the equal to or segmine in all respects to specified product and that the east reducting officed in steple justification for the equal to or segmine in the equal to or segmine in the experience of the equal to or segmine in the equal to or

  - recomme. With cases weathing the carbothesium on the specified products. Afficials familiation of company exhibitors, making each changes on unity be required for work to be additions of the property of the property of the complete and includes all related costs under this Control.

    Controls and include the cost data property is complete and includes all related costs under this Controls.
- - SUMMETAL PROCESSURES
    A. School date (5) captured request for only
    B. Contractor will review Subsequently be

  - A. Sendenter vill review Belontenter's request for substitutions with reasonable promptons.

    G. During the Malles parted, Contenter will record exceptable exhabitations in Addition.

    D. After except of Content, Contenter will entity Substitutions, in writing, of decisions to accept or reject requested authorized generally wides fifteen weeking days.

    B. Per except products, step denotings, product date and excepts shall be exhabited under provisions of Sentine 46-1540 Columns.

IND OF SECTION 46-1606 - PROBUCT OPTIONS AND SUBSTITUTION

SECTION 48-1765 - CLEAN-UP
L. PART I GENERAL
11 REATED DOCUMENTS
A. Provides stabilisted with
Requirements and the Documents
1.2 SECTION INCLUSIONS in the send and Supplementary Greenel Could's age are collectively applicable to this Senter. 

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D. Lappily dispose of the vests matched, well-the matched and visualing matched of Project in:

E. Clean and weatsth institute quasar prior to conte off-publy spicingly in a "forces where" with until Date of Completion. Protect morely fielded and offers restricted from the control of special and others, which contributes the contributes design of the contributes.

F. Assembled of fields contributing the service on a fall years.

S. Substitutes abid to responsible the contributes of a past extensionate at no additional cost to the Contraint, if required by the confidence design contribute.

D. Deposit for the addition of this substitute and if Stantalon analyses on any intilling matched and as Project is published.

D. Confidence of the addition of this substitute and if Stantalon analyses on any intilling matched and as Project is published.

Matched Project is relationary of this substitute and if Stantalon analyses on any intilling matched and as Project is published.

SUBCONTRACTOR (I. MAN-UP)

A. Both Substitutes as Project site in required to contain to pushesiar requirements of this complete Status 44-1765 — Clean-

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Lis FRUIL CLEANING

FINAL CLEMACE

A. In collision in removal of delate and offening specified in other senders, clean interior and exterior expected to view purchase.

B. Research interpretape statement and index and other floring substances.

C. Clean floridate florid deat, codes, filter and other floring substances.

D. Clean interpretat and placey materials to a published samplifung sources floring substances.

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Clean protection of explaining transverse means individuals.

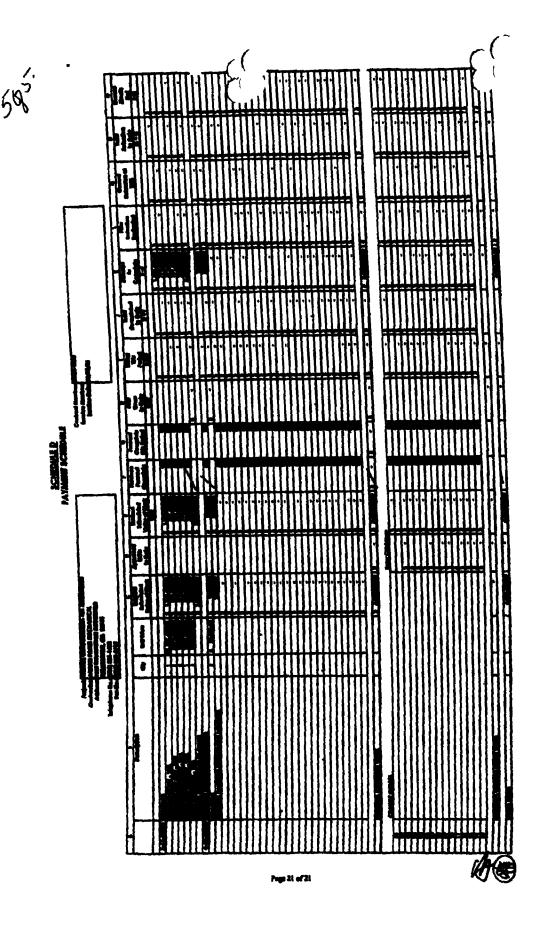
L. Clean protection flores of expellenting explainment to a material explaining the partial design overcoming to safetime, when each clean death, blowns and only when scale lates to be a material design overcoming to safetime, when death, blowns and only when scale lates to be a quantital flore death of the design of the collections.

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MO OF INCTION 49-1788 - CLEAN AN

Page 20 of 21

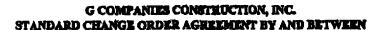


# **EXHIBIT 3**

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

G COMPANIES CONSTRUCTION, INC. Subcontractor AMPPAR Contractor AMPAM PARKS MECHANICAL PO BOX 2900 **NEWPORT BEACH CA 92656** 1080 WILMINGTON BOULEVARD WILMINGTON, CA 90744 (310) 835-1532 Phone: Phone: (949) 975-0617 (949) 975-0625 (310) 835-1549 Fax. Fax. 453-000-00 Deter 02/21/07 Project: MURRIETA 453/VILLAGE WALK Contract No.: M453-1020 24415 VILLAGE WALK PLACE Change Order No. E0 MURRIETA CA 92562 All work done shall be in accordance with the referenced plane and specifications, so well as all governmental agencies having Jurisdiction. Percentage of Relatings held on this Change Order Agreement: 10% Goet Gode 2-13-05010 **Rem Number** RELOCATE WATER MAIN LINES 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 ORIGIANL 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 acknowly tiges that I just read and understand the o	details of the specificati	nne an set forth.
SUBCONTRACTOR. AMPAM PARKS MECHANICAL By:	.97 6	CONTRACTOR: COMPANIES CONSTRUCTION, INC.
Date 2-23-07	35X /	Ille: Victor J Mahony, Vice President



Subcontractors AMPPAR

AMPAM PARKS MECHANICAL

1000 WILMINGTON BOULEVARD

WILMINGTON, CA 90744

Contractor:

G COMPANIES CONSTRUCTION, INC. PO BOX 2880

NEWPORT BEACH, CA 92668

Phone: Fax

(310) 835-1532 (310) 835-1549

(949) 978-0817 (949) 975-0826

Project:

453-000-00

MURRIETA 453/VILLAGE WALK

24415 VILLAGE WALK PLACE

MURRIETA, CA 92562

03/09/07

M489-1020

Change Order Ne.:

At work done about he in accomplishes with the referenced glass and spec A' on any or of become

verlage of Relatings held on 1916 Charles Order Agree 10%

PIRE CAULIONS

Amount of this Charge:

\$0.00

Original Chintract Amount:

\$3,500,000.00

Amount of Previously Approved Change Orders:

\$13,232.00

Revised Contract Amount

EL 001,232.00

PER CONTRACT NEGOTIATIONS BETWEEN GERALD ROCHE AND BUDDY PARKS, THE AGREED URON EXCEPTION: REGARDING FIRE CAULIUNG WAS THAT IF THE FIRE CAULIUNG WAS IN EXCESS OF USC STANDARDS, FIRE CAULIUNG IS INCLUDED IN THE CONTRACT AMOUNT?

RECEIVED MAR 1 5 2007

GCCI

**RECD MAR 14 2007** 

My algorithm below acknowledging that I him steel and understand the details of the same

SUBCONTRACTOR AMPAM PARKS MECH

By

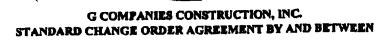
Title:

Maach 12. 2007

CONTRACTOR

Title

Date:



Subcontracto	AMPAM PARKS MECHANICAL 1080 WILMINGTON BOULEVARD	Contractor:	G COMPANIES CONSTRUCTION, INC. PO BOX 2990 NEWPORT BEACH, CA 92858
	WILMINGTON, CA 90744		
hone	(310) 835-1532	Phone	(949) 975-0617
ex.	(310) 835-1549	Fest	(949) 975-0625
roject:	453-000-00	Date:	05/10/07
	MURRIETA 453/VILLAGE WALK	Contract No.:	M453-1020
	24415 VILLAGE WALK PLACE MURRIETA, CA 92562	Change Order No	05
	all be in accordance with the referenced plans and tainage held on this Change Order Agreement:	specifications, as well as all governmental agendes having to 10%.	risalistica.
tem Numb	_	cristion Cost G	ode Amount
1	RECENTER SHOWER VALVES	2-13-0	
<u>ż</u>		M/PREFAB WASTE & OVERFLOW 2-13-00	3010 \$8,323,00
		Amount of this Che	nge: \$12,696.00
		Original Contract Am	ount: \$3,866,000 00
		Amount of Previously Approved Change Or	ders \$13,232.00
SUBCONTRA DUE TO C	ACTOR TO PROVIDE ALL LABOR, MA HANGING OUT TUBS - RECENTER SH HANGING OUT TUBS - REMOVE WAS DINGS 2 AND 3	Revised Contract Am TERIALS AND EQUIPMENT TO: HOWER VALVES AT 500 LOCATIONS IN BUILD TTE & OVERFLOW IN BUILDING 1, PREFAB 130	INGS 2,3,4,5,6,7,& 8
DUE TO C	HANGING OUT TUBS - RECENTER SH HANGING OUT TUBS - REMOVE WAS	TERIALS AND EQUIPMENT TO: HOWER VALVES AT 500 LOCATIONS IN BUILD	ING8 2,3,4,5,6,7,& 8
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SUBCONTR. DUE TO C DUE TO C FOR BUILE  My signature is SUBCONTR	HANGING OUT TUBS - RECENTER SHANGING OUT TUBS - REMOVE WAS DINGS 2 AND 3	TERIALS AND EQUIPMENT TO: HOWER VALVES AT 500 LOCATIONS IN BUILD ITE & OVERFLOW IN BUILDING 1, PREFAB 130  Total the details of the specifications as set forth.  CONTRACTOR:	INGS 2,3,4,5,6,7,& 8 B WASTE AND OVERFLOWS
SUBCONTRA DUE TO C DUE TO C FOR BUILL	HANGING OUT TUBS - RECENTER SHANGING OUT TUBS - REMOVE WAS DINGS 2 AND 3	TERIALS AND EQUIPMENT TO: HOWER VALVES AT 500 LOCATIONS IN BUILD ITE & OVERFLOW IN BUILDING 1, PREFAB 130  Total the details of the specifications as set forth.  CONTRACTOR:	ING8 2,3,4,5,6,7,& 8
SUBCONTR. DUE TO C DUE TO C FOR BUILE  My signature is SUBCONTR	HANGING OUT TUBS - RECENTER SHANGING OUT TUBS - REMOVE WAS DINGS 2 AND 3	TERIALS AND EQUIPMENT TO: HOWER VALVES AT 500 LOCATIONS IN BUILD ITE & OVERFLOW IN BUILDING 1, PREFAB 130  Total the details of the specifications as set forth.  CONTRACTOR:	INGS 2,3,4,5,6,7,& 8 B WASTE AND OVERFLOWS
SUBCONTRA DUE TO C DUE TO C FOR BUILL  My signature to SUBCONTRA AMPAM PAI	HANGING OUT TUBS - RECENTER SHANGING OUT TUBS - REMOVE WAS DINGS 2 AND 3	TERIALS AND EQUIPMENT TO: HOWER VALVES AT 500 LOCATIONS IN BUILD ITE & OVERFLOW IN BUILDING 1, PREFAB 130  returned the details of this appelifications as set forth.  CONTRACTOR: G COMPANIES CO.	INGS 2,3,4,5,6,7,& 8 B WASTE AND OVERFLOWS
SUBCONTRA DUE TO C DUE TO C FOR BUILL  My signature to SUBCONTR AMPAM PAI	HANGING OUT TUBS - RECENTER SHANGING OUT TUBS - REMOVE WAS DINGS 2 AND 3	TERIALS AND EQUIPMENT TO: HOWER VALVES AT 500 LOCATIONS IN BUILD ITE & OVERFLOW IN BUILDING 1, PREFAB 130  returned the details of this appelifications as set forth.  CONTRACTOR: G COMPANIES CO.	INGS 2,3,4,5,5,7,5 8 I WASTE AND OVERFLOWS  NSTRUCTION, INC.

MOTEDICTION

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

Subcontractor AMPPAR

AMPAM PARKS MECHANICAL 1000 WILMINGTON BOULEVARD

WILMINGTON, CA 90744

Phone: Fex;

---

(310) 835-1532 (310) 835-1549

**Project**:

453-000-00

MURRIETA 453VILLAGE WALK 24416 VILLAGE WALK PLACE MURRIETA, CA 62562

RECEIVED

JUL 1 3 2000k Confresh N

Contract Na Change Ord

**GCCI** 

Contractor

(949) 975-0617 (949) 975-0025

NEWPORT BEACH, CA 92658

PO BOX 2990

07/10/07 M463-1020

All work done shall be in assertance with the referenced plane and spec-

10% Percentage of Retainage hold on this Change Order Agreement

Item Humber RELOCATE STORM DRAIN

Cost Cos 1-02-02/3

\$806,50 Amount of this Change:

Original Contract Amount: Amount of Previously Approved Change Orders: 53,686,000,00 \$21,004.20

**Revised Contract Amount** 

\$3,889,810,70

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

- RELOCATE STORM DRAIN IN BUILDING 2, UNIT 314

o that I have road and understand the datable of the openitiveless as not forth. My algoritare below ac SUBCONTRACTOR CONTRACTOR G COMPANIES C By Title: Vice President, Construction Paesident Date: Date: 7-11-07

COMPANIE CONSTRUCTION

15

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	COMPA	HER CON	STALL	STION	
	STANDAR	d change order age	ERMENT BY AND	BETWEEN	
ubcontractors	AMPPAR		Contractors	G COMPANIES ( PO BOX 2960	CONSTRUCTION, INC.
	AMPAM PARKS MECHANICA 1080 WILMINGTON BOULES		7	NEWPORT BEA	OH, CA 92668
	WILMINGTON, CA 90744	RECEIVED			
hones	(310) 836-1532		thones	(949) 975-0617	
Qr.	(310) 836-1649	MOV 0 6 2007	Note:	(949) 975-0625	
roject:	453-000-00		chan I	07/20/07	
,,,,,,	MURREETA 468VILLAGE W	x GCCI	_Contract No.1	M465-1090	
	24416 VILLAGE WALK PLAN MURRIETA, CA 92562		Change Order No.!	00	
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tion Humber	•	Dinorhilian	Cital C		Amount
	EVCKCHYKOE - DAWYOE	TO GATE VALVE BUILDING E	1-03-0	246	(FI,888.95)
			Amount of this Cha	nge:	(\$1,868.80)
			Original Contract Ame	unk	\$3,866,000.00
		Amount of Privious	y Approved Change On	gere:	\$21,810.70
			Rayland Contract Am	cunt	\$8,807,951.90
My algusters boby SUBCONTRICE AMPAM PARK		of undividual the picture of the speci	CONTRACTOR: G COMPANIES COI	втриес нс.	
	2000-100-	<del></del>	oy		
Title,	TRESIDENT		Title: Vice Pr	resident, Construction	
Date:	10-31-07		Date:		
		· · · · · · · · · · · · · · · · · · ·		<del> </del>	

ONE PHE EDNETH CTION

#### STANDARD CHANGE ORDER AGREEMENT BY AND BETWEEN

1	MPPAR MPAN PARIOS MECHANICAL 080 WILMINGTON BOULEVARD VILMINGTON, CA 90744		Contractor	PO BOX 2990	ES CONSTRUCTION, INC I EACH, CA 92658
	310) 836-1532 310) 836-1549		Phonet Fex:	(949) 975-061 (949) 975-062	
N 2	153-000-00 MURRIETA 453/VILLAGE WALK 24415 VILLAGE WALK PLACE MURRIETA, CA 92562		Date: Contract No.: Change Order No.:	09/18/07 N463-1020 11	
	n accordance with the referenced plans and op- ps hold on this Change Order Agreement:	telflusters, as well as at gov 10%	nementalist againstes having juris	Atiles.	
Item Number	Dago		Cost Cos		Ameyet,
	WASTE LINES, VENTS & COPPER L	INES AT LAUNDRIES	2-13-0601	<u> </u>	\$10,988.00
			Amount of this Chang	E.	\$10,993.00
			Original Contract Amous	-	\$3,868,000.00
		Amount of Previous)	Approved Change Order		\$19,581.90
Contitions:			Revised Contract Amou	<u> </u>	\$3,898,544.90
SUBCONTRACTO	OR TO PROVIDE ALL LABOR, MATE	RIALS & EQUIPMENT	FOR THE FOLLOWING.	r	The same of the sa
PER DELTA 7 P	iláns, remove a reinstall was	ITE LINE, VENTS & CO	PPER LINES AT PUBLIC	LAUNDRY	RE-CEIVED
ROOMS TO AC	COMMODATE 2-HOUR WALL AT BU	MLDINGS 1, 5, 6, 7 & 8.			SEP 2 7 2007
				j	SEF & / ZUU/
				L	GCCI
				3EP 2	1 0000

Hy algorithm below an annufactor that I have read and understand the details of the specifications as set furth.

SUBCONTRACTOR:

G COMPANIES CONSTRUCTION, INC.

By

Title:

You President, Construction

Date:

Da

There !



Subcontractor	AMPPAR AMPAM PARKS MECHANICAL 1080 WILMINGTON BOULEVA WILMINGTON, CA. 90744		Contractor	PO SC NEWP	PANIES CONSTRUCTION, INC. 0X 2980 ORT BEACH, CA 92858	
Phone: Fax	(310) 835-1532 (310) 835-1549		Phone: Fee:	(949) (94 <b>9</b> )	78 BECEIVED 78-0825 NOV 0 6 2007	
Project:	453-000-00 MURRIETA 453/VILLAGE WAL 24415 VILLAGE WALK PLACE MURRIETA, CA 92562	• •	Date: Contract No Change Order No	10/29/ M463- 12	7	
			Cost Co		Amount	
	RE-TEST ROOF DRAINS		2-13-080 Amount of this Chan		\$8,270.00 \$8,270.00	
			Original Contract Amou		\$3,868,000.00	
		Amount of Previous	y Approved Change Orde Ravised Contract Amou		\$30,544.90 \$3,903,614.90	
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	'EST ROOF DRAINS & VERIFY F	y vertikely e decontabl c	TANTANIA THE I INJURA			

RECTO NOV 0 8 2007

SUBCONTI AMPAMBA By:	RACTOR:	G COMPANIES CO STRUCTION, INC.
Tille:	President	Title: Vice President, Construction
Dater	10-31-07	Datu:





Subcontracto Phone: Fex Project:	AMPAM PARKS MECHANG 1080 WILMINGTON BOULE WILMINGTON, CA 90744 (310) 836-1532 (310) 836-1549 453-000-00 MURRIETA 453/KILAGE V 24416 VILLAGE WALK PLA MURRIETA, CA 92962	NOV 0 6 2007 GCCI	Contractors  Phone: Fau:  Sate: Contract No.: Change Order No	G COMPANIES CONSTRUCTION, INC. PO BOX 2990 NEWPORT BEACH, CA 92658 (949) 975-0617 (949) 975-0625 10/29/07 M453-1020 13
Percentage of Ret	issage hold an this Change Order Agra	emetik 10% Description	Cost Code 1-03-0200	Amount \$1,868.60
		American of Theorem	Amount of this Change Original Contract Amount ity Approved Change Orders	\$3,866,000.00
Conditions:		Allocated Freyion	Revised Contract Amount	
SUBCONTRA		OR, MATERIALS & EQUIPMENT GATE VALVE AT BUILDING & (	FOR THE POLLOWING:	CA 464 0 # 508
SUBCONTRA		DR, MATERIALS & EQUIPMENT	FOR THE POLLOWING:	CA 464 0 # 508
SUBCONTRAI REVERSE BA	CKCHARGE FOR DAMAGED	DR, MATERIALS & EQUIPMENT	FOR THE POLLOWING: PER FIELD NOT SUBCONT	CA 464 0 # 508
SUBCONTRAI REVERSE BA	CKCHARGE FOR DAMAGED	OR, MATERIALS & EQUIPMENT GATE VALVE AT BUILDING & (	FOR THE POLLOWING: PER FIELD NOT SUBCONT	TRACTOR'S FAULT)
SUBCONTRAI REVERSE BA	CKCHARGE FOR DAMAGED	OR, MATERIALS & EQUIPMENT GATE VALVE AT BUILDING & (	FOR THE POLLOWING: PER FIELD NOT SUBCONT Institute to set forth. CONTRACTOR:	TRACTOR'S FAULT)





Subsense	 A MDE	AB

AMPAM PARKS MECHANICAL

1060 WILMINGTON BOULEVARD

WILMINGTON, CA 90744

Phone, Fax.

Projects

(310) **\$35-**1532 (310) **\$35-**1549

463-000-00

MURRIETA 463/VILLAGE WALK 24418 VILLAGE WALK PLACE

MURRIETA, CA 92562

Contractor:

G COMPANIES CONSTRUCTION, INC.

PO BOX 2990

**NEWPORT BEACH, CA 92658** 

Phones Fax

(949) 975-0817

(949) 975-0825

Date: Contract No.: 11/09/07 M483-1020

Change Order No.:

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

Porcentage of Retainage held on this Change Order Agreement

10%

**Cost Cod** Itom Number REMOVE WASTE, VENTS, & COPPER LINE & 647 LAUNDRY 2-13-05010 \$3,000.00 1 Amount of this Change: \$3,000.00 \$3,868,000.00 Original Contract Amount: \$37,673.70 **Amount of Previously Approved Change Orders:** \$3,908,673 70 Revised Contract Amount

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

Ny riginatara beliavi setimbologos that I have read and understa SUBCONTRACTOR: AMPANI PARKE NECHANICAL		rizeral the details of the spe	CONTRACTOR: G COMPANIES CONSTRUCTION, INC.			
Title _	12-3-07	- - - krose	By: Title. Dets.	Vice President, Construction		



Subcontractor	AMPPAR
---------------	--------

AMPAM PARKS MECHANICAL

1080 WILMINGTON BOULEVARD

WILMINGTON CA 90744

Phone Гах

Project.

(310) 835-1532

(310) 835-1549

453-000-00

**MURRIETA 453/VILLAGE WALK** 24416 VILLAGE WALK PLACE

MURRIETA, CA 92582

Contractor

G COMPANIES CONSTRUCTION INC

PO BOX 2990

NEWPORT BEACH, CA 92658

Phone FEX

(949) 975-0617 (949) 975-0625

Date Contrast No.:

11/29/07 M453-1020

Change Order No.:

All work done shall be in accordance with the referenced plane and speci ic, as well as all governmental agentine having jurisdiction. Enrothings of Relatings held on this Change Order Agreement 10%

liem Number	Description
1	PER FIELD REQUEST RUN 3" GAS LINE TO BOILER ROOM

**Cost Code** 2-13-05010 \$43,100.50 ·-\$48,109 50

Amount of this Change: **Original Contract Amount** 

\$3,869,000 00

**Amount of Previously Approved Change Orders:** 

\$40,673.70

Revised Contrast Amount:

\$3,951,783,20

I nndffeng;

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

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

RECTI DEC 1 9 2007

)					
My signature below achievisages that I have read and understand the details of the specifications as set forth,					
SUBCONTRACTOR: AMPAM PARMEMECHANICAL	CONTRACTOR. G COMPANIES CONSTBUCTION, INC				
114 Paristent	Title:				
Unite 12-17-07	Date 12/4/107				
II TETTIAL APPROVAL					

THE A MACHET MENTER HER I

LOUIS WARMID THE

**EXHIBIT 4** 

Dated (

#### **CALIFORNIA PRELIMINARY NOTICE**

In accordance with sections 3007 and 3000, 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 1060 WILMINGTON IELVD WILMINGTON CA 80744

2 Has fernished or will fernish take services, equipment, or materials of the following general descriptions LABOR MATERIALS MOR SERVICES

3 An extrasto of the total price of the inher, services, equipment, or materials furnished or to be femilished by 13,868,000,00

4 - The heliding, streeture or other west of improvement is leveled at VILLAGE WALK AT MURRIETA LEMON & JEPPERSON MURRIETA CA

S - The name of the parton or first who contracted for the purchase of each labor, services, equipment or material let

G COMPANIES CONSTRUCTION INC. PO BOX 2000 NEWPORT BEACH CA SESSE

8 Hame and uddress of Youst Punds to which Pupplemental Prings Secretts are psychibs (if applicability)

7 - Jakoho to Poderal Public Work 118e 46 USS Sep. 2768-2768, Contrast #

Trac arm

Reputed Quant

MURRIETA VILLAGE WALK LP 1105 QUAL ST NEWPORT BEACH, CA 92668

Reputed Construction Lander or Leasue

BANK OF THE WEST 3000 OAK NO #100 WALNUT CREEK CA MINT

**Reputed Original Contractor** G COMPANIES CONSTRUCTION INC PO BOX 2000 NEWPORT BEACH CA 12888

A.B.G. UNICONOWN

#### NOTICE TO PROPERTY OWNER

NOTICE TO PROPERTY OWNER

IF BILLS AND NOT PAID IN PALL FOR THE LABOR, SHEWCHE,
INCLUPRISHT, OR MATERIALS PURSUING OR TO BE
PLANDENES, A MECHANICS' LISS LESSING TO THE LOOK,
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BE PLACED AGAINST THE PROPERTY SHEET BY SUPPOVED MAY
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TO PROTEST YOUR CONTRACTOR TO PLINGER A RELEASE
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BEFORE BLASS FRAL PAYMENT TO PAIR GONTRACTOR
OR (I) ANY OTHER METHOD OR BERGE THAT IS
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Compression Hadan Sardana, Ira.

1-000-200-2000

**EXHIBIT 5** 

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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

Duc # 2007-0717363

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 <u>AMPAMPARKS MECHANICAL</u>. INC., Claimant, claims a mechanics' lien upon the following described real property located at: Lemon & Jefferson in <u>Murrieta</u>, County of <u>Riversida</u>, 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 <a href="labor/netwices/materials/equipment">labor/netwices/materials/equipment</a>, furnished by claimant to be used and actually used in that certain work of improvement consisting of <a href="phumbing system">phumbing system</a>, including <a href="fixtures and equipment">fixtures and equipment</a>. Claimant has furnished said labor/materials/services/equipment at the request of, or under contract with <a href="GCompanies Construction">GCompanies Construction</a>, Inc., P.O. Box 2990. Newport Beach, CA 92658 and/or <a href="GCompanies Construction">GCompanies Construction</a>, Inc., 1105 Quail Street. Newport Beach, CA 92660. The name(s) and address of the owners or reputed owners are <a href="Murrieta Village Walk LP aka Marrieta Village-walk LP">Murrieta Village Walk LP</a> aka Marrieta Village-walk LP. 1105 Quail Street. Newport Beach, CA 92658 and/or Murrieta Village Walk LLC, 1105 Quail Street. Newport Beach, CA 92658. The name and address of the reputed construction lender is <a href="Bank of the West">Bank of the West</a>, 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

BY:

AMES WILGHT, Controller/CFC

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:

AMES WRIGHT, Controller, CFO

#### ACKNOWLEDGMENT

State of California	) • <b>58.</b>
County of Los Angeles	
to be the person whose n	before me,, a notary public in and for the State of California, (ES WRIGHT, personally known to me or proved to me on the basis of satisfactory evidence me is subscribed to the within instrument and acknowledged to me that he executed the same, and that by his signature on the instrument the person, or the entity upon the behalf of which it the instrument.

WITNESS my hand and official seal.

G. HOHOM
Commission # 1879446
Netwy PAMS - Colleges
Int Argente County
By Conys. Bights Agr 16, 2004

(SEAL)

MECHANIC'S LIEN
APN 949-100-038 & 949-100-055
Page 3 of 3

115

#### **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)

Douglas P Wilson Court Appointed Receiver **Douglas Wilson Companies** 450 B Street, Suite 1900 San Diego, CA 92101 (Court-Appointed Receiver)

Manager and/or Jon Ely Bank of the West 4041 Macarthur Boulevard Newport Beach, CA 92660 (Lender)

YOU ARE HEREBY NOTIFIED that the undersigned claument, AMPAM PARKS MECHANICAL, INC, a California corporation, furnished labor and plumbing materials to G Companies Construction Inc., PO 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 hen against any construction funds for this project which are in your

DATED 8/21 2008

AMPAM PARKS MECHANICAL

BY

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 or 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

Rv

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 JNTRACTORS INDEM. ITY COMPANY

All Papers and notices maybe served at BOND SERVICES OF CALIFORNIA, LLC 900 Wilshire Blvd , Suite 1400, Los Angeles, CA 90017

> Bond No.<u>444922</u> Premium. <u>\$8.814.00</u>

### Bond To Support Stop Notice Under Section 3083 of California Civil Code

KNOW ALL MEN BY THESE PRESENTS, that <u>AMPAM Parks Mechanical</u>, Inc. as Principal, and <u>AMERICAN</u> <u>CONTRACTORS INDEMNITY COMPANY</u> 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 <u>Bank of the West</u> as Obligee, in the sum of <u>Eight Hundred Thirty-One Thousand Three Hundred Sixty-Seven and 23/100 Dollars(\$831.367.23)</u> lawful money of the United States of America, to be paid to the said <u>Bank of the West</u> 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 Murletta, 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 Officeial 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 ½) 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 <u>LOS ANGELES</u>. CA this <u>27th</u> day of <u>AUGUST</u>, 20 <u>08</u>

AMPAM Parks Mechanical, Inc.

Principal

AMERICAN CONTRACTORS INDEMNITY COMPANY

CHRISTOPHER M. HAENEL

Attorney-in Fact

		· ( )	
CALIFORNIA ALL-PUT	CKNOWI	EDGMENT (	
<b>—</b> • • • • • • • • • • • • • • • • • • •		<b>\</b>	<u> </u>
STATE OF CALIFORNIA		•	-
		}	
County of Los Angeles		<b>J</b>	
On 27 August 2008 before me,	Jennife	r Wayne, a notary public	
Date		Here insert Name and Title of the Offi	Cer
personally appeared Christopher M	Haenel	Name(s) of Signer(s)	
		(desired a) or cultiveries	
JENNIFER WAYNE COMM #1539308 NOTABLY PUBLIC CALIFORNA LOS ANGELES COUNTY By Comm Expires Jan. 26, 200	No.	who proved to me on the basis of the the person(s) whose name(s) within instrument and acknowledge executed the same in his/her/their and that by his/her/their signature person(s), or the entity upon beha acted, executed the instrument.  I certify under PENALTY OF PER the State of California that the foreand correct.  Witness my hand and official seal Signature	is/are subscribed to the id to me that he/she/they authorized capacity(les), if on the instrument the if of which the person(s)  JURY under the laws of egoing paragraph is true
Place Notary Seal Above		Signature of hidrary Public C	1
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Though the information below is not required the said could prevent freudulent re	iired by law, i	t may prove valuable to persons re eattachment of this form to anothe	lying on the document
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Signer is Representing		Signer Is Representing	
	-		

© 2007 National Notary Association • 9350 De Soto Ave PO Box 2402 • Chatavorth CA 91313-2402 • www.NationalNotary.org | term #5907 | Recorder Call Toll-Free 1-800-876-6827

# American Contractors Indemnity Company



#### POWER OF ATTORNEY

#### KNOW ALL MEN BY THESE PRESENTS

Bond No

Agency No 2505

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint, Jenniser Wayne, Kevin J. Phillips, Christopher M Haenel, 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

- 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 facetmile signatures and facetmile 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	, 200 <u>8</u>	
	AMERICAN CONTRACTOR	S INDEMNITY COMPANY
	1/41	
	Ву	
	Name. Leon B. Back, Jr.	1ts Senior Vice President
STATE OF CALIFORNIA COUNTY OF LOS ANGELES		
COUNTY OF LOS ANGELES		
	bina Morrenstein, a notary public	
personally appeared Leon B. Back Jr.		
who proved to me on the basis of satisfactory ev acknowledged to me that he/she/they executed to		
instrument the person(s), or the entity upon behi	alf of which the person(s) acted, executed the m	n, and that by distantabler signature s) on the
• •	<b>,</b>	
I certify under PENALTY OF PERJURY under	the laws of the State of California the	t the foregoing paragraph is true and correct.
WITNESS my band and official seal	7	SABINA MORGENSTEIN
$() \land ()$		Commission # 1777668
Signature Publica //Oxfords	(Seal)	Notary Public California
	1	Los Angeles County 5 My Comm. Biphes Nov 3, 2011
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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 sai	d Company as set forth above, are true and con	rrect transcripts thereof and that neither
the said Power of Attorney nor the resolutions have	been revoked and they are now in full force and	d effect.
IN WITNESS HEREOF, I have hereunto set my har	nd this 27th day of Augus	200 a

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., PO 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 or 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 offsents

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 envelop. 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)

Courtesy Copy-Sue J Hodges Pulisbury Winthrop Shaw Putman 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 claumant, AMPAM PARKS MECHANICAL, INC, a California corporation, furnished labor and plumbing materials to G Companies Construction Inc., PO 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, 200

AMPAM PARKS MECHANICAL

HAMES WRIGHT, CFO

BY

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 or 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

#### PROOF OF SERVICE 1 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES 2 I am employed in the County of Los Angeles, State of California I am over the age of 3 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 4 90801-5670) 5 On January 9, 2009, I served the **PROOF OF CLAIM** by enclosing $\sqrt{\phantom{a}}$ a copy the original, thereof in a sealed envelope addressed as indicated on the attached service list 6 BY MAIL (Personal Deposit) I sealed each envelope, with postage thereon fully prepaid, 7 -√\_ and placed the same in the United States mail at Long Beach, California I am employed in the County where the mailing took place 8 9 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 10 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 11 a transmission record, a copy of which is attached to this declaration 12 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 13 maintained by an overnight delivery service 14 BY PERSONAL SERVICE By A&M Attorney Service as () signed below () listed on 15 their proof of service [State] I declare under penalty of perjury under the laws of the State of California that 16 the foregoing is true and correct 17 [Federal] I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office 18 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 when to like 21 22 23 24 25 26 27 28

1	IN JAMES C GIAN Case No 8 08-	·bk-13150-RK			
2	Jointly Administered with Case No 8 08-bk-13151-RK				
3		• • •			
4	Chapt				
5	SERVIC	<u>E LIST</u>			
6					
7	Office of the United States Trustee Michael J Hauser	Trustee			
8	411 West Fourth Street, Suite 9041 Santa Ana, CA 92701-8000				
9		Debtor			
10	James C Gianulias 1105 Quail Street Newport Beach, CA 92660	Debioi			
11	Cameo Homes	Debtor			
12	1105 Quail Street Newport Beach, CA 92660				
13	William N. Lobel, Esq	Attorneys for James C Gianulias			
14	Alan J Friedman, Esq /Kerri A Lyman, Esq Irell & Manella LLP				
15	840 Newport Beach Center Drive, Suite 400 Newport Beach, CA 92660				
16	Paul J Couchot, Esq	Attorneys for Cameo Homes			
17	Garrick A Hollander, Esq Winthrop Couchot P C				
18	660 Newport Beach Center Drive, 4th Floor Newport Beach, CA 92660-5946				
19	Victor A Sahn, Esq	Official Joint Committee of Unsecured			
20	Elissa D Miller, Esq Daniel A Lev	Creditors			
21	SulmeyerKupetz A Professional Corporation				
22	333 South Hope Street, Thirty-Fifth Floor Los Angeles, CA 90071-1406				
23	Los Angeles, CA 90071-1400				
24					
25					
26					
27					
28					

## 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)

Creditor (20593006)	Claim No 53	Status
AMPAM PARKS MECHÁNICAL	Filed 01/09/2009	Filed by CR
INC	Entered 01/14/2009	Entered by Steinberg, Elizabeth
TAUBMAN SIMPSON YOUNG ET		Modified
AL		
ONE WORLD TRADE CTR STE 400	name e	
LONG BEACH CA 90801-5670		
Secured claimed \$665093 78	20	**************************************
Total claimed \$665093 78		
History — — — — — — — — — — — — — — — — — — —	Access Accessorateances consupervisor, as when Addahadodddddddddddddddddddddddddddddddd	one or an arrange of the administration of t
353-1 01/09/2009 Claim #53 filed	by AMPAM PARKS ME	CHANICAL INC, total amount claimed
<del></del>	einberg, Elizabeth)	
الله بو بي ال		- Annualitation and description opposition of the control of the c
Description		
Remarks		

**Claims Register Summary**