

UNITED STATES BANKRUPTCY COURT Northern District of Texas PROOF OF CLAIM

Name of Debtor: OPUS WEST CONSTRUCTION CORPORATION

Case Number: 09-34360-HDH-11

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): WESTAR ENVIRONMENTAL

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent: WESTAR ENVIRONMENTAL, C/O JOEL E. SANNES, LAKE & COBB, PLC, 1095 W. RIO SALADO PARKWAY, SUITE 206, TEMPE, AZ 85281 Telephone number: (602) 523-3000

Court Claim Number: (If known) Filed on:

Name and address where payment should be sent (if different from above): TAWANA C. MARSHALL, CLERK U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS Telephone number:

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 152,329.32 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim.

2. Basis for Claim: Materials & Services (See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor: 3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: Value of Property: \$ Annual Interest Rate % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ Basis for perfection: Amount of Secured Claim: \$ Amount Unsecured: \$

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

Amount entitled to priority: \$

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date: 7/27/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



Westar Environmental, LLC

P.O. Box 1749

Higley, AZ 85236

Phone # 480-279-1515

Fax # 480-279-1414

Invoice

Date	Invoice #
1/20/2009	8906

Bill To
Opus West Construction 2555 E. Camelback Rd Suite 800 Phoenix, AZ 85016

Ship To
1056 Pima Center I Bldg.E 9180 E. Via De Ventura Scottsdale, AZ 85258 101 & Via De Ventura

Description	Qty	Rate	Amount
January Progress	1	50,000.00	50,000.00
Amount deducted for retention		-10.00%	-5,000.00
Total			\$45,000.00
Payments/Credits			\$0.00
Balance Due			\$45,000.00

ROC 151410-K-21 * DUAL RESIDENTIAL & COMMERCIAL LANDSCAPE
CONTRACTOR

Westar Environmental, LLC

P.O. Box 1749

Higley, AZ 85236

Phone # 480-279-1515

Fax # 480-279-1414

Invoice

Date	Invoice #
2/17/2009	8930

Bill To
Opus West Construction 2555 E. Camelback Rd Suite 800 Phoenix, AZ 85016

Ship To
1056 Pima Center I Bldg.E 9180 E. Via De Ventura Scottsdale, AZ 85258 101 & Via De Ventura

Description	Qty	Rate	Amount
February Progress	1	60,000.00	60,000.00
Amount deducted for retention		-10.00%	-6,000.00
		Total	\$54,000.00
		Payments/Credits	\$0.00
		Balance Due	\$54,000.00

ROC 151410-K-21 * DUAL RESIDENTIAL & COMMERCIAL LANDSCAPE
CONTRACTOR

Westar Environmental, LLC

P.O. Box 1749
Higley, AZ 85236
Phone # 480-279-1515
Fax # 480-279-1414

Invoice

Date	Invoice #
2/23/2009	8940

Bill To
Opus West Construction 2555 E. Camelback Rd Suite 800 Phoenix, AZ 85016

Ship To
1056 Pima Center I Bldg.E 9180 E. Via De Ventura Scottsdale, AZ 85258 101 & Via De Ventura

Description	Qty	Rate	Amount
Accelerated work schedule approved by Vincent Genetti		0.00	0.00
Saturday Premium Time - 33 men	1	2,934.00	2,934.00
Sunday Premium Time - 11 men	1	1,070.21	1,070.21
Total			\$4,004.21
Payments/Credits			\$0.00
Balance Due			\$4,004.21

Westar Environmental, LLC

P.O. Box 1749
 Higley, AZ 85236
 Phone # 480-279-1515
 Fax # 480-279-1414

Invoice

Date	Invoice #
3/16/2009	8976

Bill To
Opus West Construction 2555 E. Camelback Rd Suite 800 Phoenix, AZ 85016

Ship To
1056 Pima Center I Bldg.E 9180 E. Via De Ventura Scottsdale, AZ 85258 101 & Via De Ventura

Description	Qty	Rate	Amount
Extra Work for Circle Planter		0.00	0.00
Foreman	3	45.00	135.00
Laborer	12	25.00	300.00
Granite (Tons)	6	48.00	288.00
Edging	1	62.14	62.14
Misc. Parts	1	25.00	25.00
Overhead - 15%		121.52	121.52
The above reference Change Order can not be scheduled, until this form is signed and faxed back to our office.		0.00	0.00
		Total	\$931.66
		Payments/Credits	\$0.00
		Balance Due	\$931.66

Westar Environmental, LLC

Invoice

P.O. Box 1749

Higley, AZ 85236

Phone # 480-279-1515

Fax # 480-279-1414

Date	Invoice #
3/16/2009	8949

Bill To
Opus West Construction 2555 E. Camelback Rd Suite 800 Phoenix, AZ 85016

Ship To
1056 Pima Center I Bldg,E 9180 E. Via De Ventura Scottsdale, AZ 85258 101 & Via De Ventura

Description	Qty	Rate	Amount
March Progress	1	25,092.00	25,092.00
Amount deducted for retention		-10.00%	-2,509.20
Total			\$22,582.80
Payments/Credits			\$0.00
Balance Due			\$22,582.80

Westar Environmental, LLC

P.O. Box 1749
Higley, AZ 85236
Phone # 480-279-1515
Fax # 480-279-1414

Invoice

Date	Invoice #
3/16/2009	8950

Bill To
Opus West Construction 2555 E. Camelback Rd Suite 800 Phoenix, AZ 85016

Ship To
1056 Pima Center I Bldg.E 9180 E. Via De Ventura Scottsdale, AZ 85258 101 & Via De Ventura

Description	Qty	Rate	Amount
Retention Due	1	16,009.20	16,009.20
		Total	\$16,009.20
		Payments/Credits	\$0.00
		Balance Due	\$16,009.20

Westar Environmental, LLC

P.O. Box 1749
Higley, AZ 85236

Phone # 480-279-1515
Fax # 480-279-1414

Invoice

Date	Invoice #
3/17/2009	8963

Bill To
Opus West Construction 2555 E. Camelback Rd Suite 800 Phoenix, AZ 85016

Shp To
1056 Pima Center I Bldg.E 9180 E. Via De Ventura Scottsdale, AZ 85258 101 & Via De Ventura

Description	Qty	Rate	Amount
Rework area not on blueprint		0.00	0.00
Foreman	16	45.00	720.00
Laborer	120	25.00	3,000.00
Skiploader	8	75.00	600.00
Trencher	8	75.00	600.00
Plant Material	105	14.00	1,470.00
Granite	18	48.00	864.00
Irrigation Parts		359.00	359.00
Subtotal			7,613.00
Overhead		15.00%	1,141.95
The above reference Change Order can not be scheduled, until this form is signed and faxed back to our office.		0.00	0.00
Total			\$8,754.95
Payments/Credits			\$0.00
Balance Due			\$8,754.95

Westar Environmental, LLC

P.O. Box 1749
Higley, AZ 85236
Phone # 480-279-1515
Fax # 480-279-1414

Invoice

Date	Invoice #
3/17/2009	8964

Bill To
Opus West Construction 2555 E. Camelback Rd Suite 800 Phoenix, AZ 85016

Ship To
1056 Pima Center I Bldg.E 9180 E. Via De Ventura Scottsdale, AZ 85258 101 & Via De Ventura

Description	Qty	Rate	Amount
Add decomposed granite along north side behind curb (area outside of landscaping scope of work)		0.00	0.00
Granite	13	70.00	910.00
Subtotal			910.00
Overhead		15.00%	136.50
The above reference Change Order can not be scheduled, until this form is signed and faxed back to our office.		0.00	0.00
Total			\$1,046.50
Payments/Credits			\$0.00
Balance Due			\$1,046.50

ROC 151410-K-21 * DUAL RESIDENTIAL & COMMERCIAL LANDSCAPE
CONTRACTOR

Westar Environmental, LLC

P.O. Box 1749

Higley, AZ 85236

Phone # 480-279-1515

Fax # 480-279-1414

Invoice

Date	Invoice #
1/5/2009	8874

Bill To	Ship To
Opus West Construction 2555 E. Camelback Rd Suite 800 Phoenix, AZ 85016	1056 Pima Center I Bldg.E 9180 E. Via De Ventura Scottsdale, AZ 85258

Description	Qty	Rate	Amount
December Progress Amount deducted for retention	1	25,000.00 -10.00%	25,000.00 -2,500.00
Total			\$22,500.00
Payments/Credits			\$-22,500.00
Balance Due			\$0.00

747
AVG



RECEIVED
APR 14 2007
PHOENIX

Pima Center I - Building E / 10510.00
02900 /Landscaping and Irrigation
Westar Environmental, LLC / Marc Asbury
Contact Phone # (480) 279-1515
Contact Fax # (480) 279-1414
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 07th day of February, 2008, by and between Opus West Construction Corporation ("Contractor"), with its office located at 2553 East Camelback Road - Suite 800, Phoenix, AZ 85016, and Westar Environmental, LLC ("Subcontractor") with its office located at 42818 N. Murphy Ave (PO Box 1749, Higley 85236), Gilbert, AZ 85242.

Contractor and Subcontractor agree as follows:

1. **Subcontract Documents.** The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
2. **Project.** Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Pima Center I - Building E ("Project"), located at 9180 E. Via de Ventura, Scottsdale, AZ 85258 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. **Owner.** The Owner of the Project is Pima Center 101, L.L.C. ("Owner").
4. **Architect/Engineer.** The architect and engineers ("Architect/Engineer") of record for the Project are:

Architect of Record:	Butler Design Group, Inc.
Civil Engineer:	Erickson & Meeks Engineering, LLC
Interior Designer:	McCarthy Nordburg, Ltd.
Landscape Architect:	Laskin & Associates, Inc.
Structural Engineer of Record:	Opus Architects & Engineers, Inc.
5. **Scope of Work.** Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. **Schedule.** Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 08/05/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
7. **Subcontract Sum.** Contractor shall pay Subcontractor the sum of \$ 160,092.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A".
8. **Riders.** The following Riders are attached to and made a part of this Subcontract:
 - 8.1 Rider A (Scope of Work)
 - 8.2 Rider B (Indemnification)
 - 8.3 Rider C (Insurance)

Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager

Ryan Dulcett 4/15/08
Ryan Dulcett

CONTRACTOR
OPUS West Construction Corporation

By:

[Signature]
James Godwin

(Print Name)

Senior Director of Construction

(Title)

4.17.08

(Date)

SUBCONTRACTOR
Westar Environmental, LLC

By:

[Signature]
Marc Asbury

(Print Name)

Managing Members

(Title)

03/13/08

(Date)

KA

Pima Center I - Building E / 10510.00
Landscaping and Irrigation

RIDER A

This Rider A is attached to and made a part of the Subcontract between Opus West Construction Corporation and Wester Environmental, LLC dated 02/07/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

1. Work/Subcontract Documents.

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all Section Landscaping and Irrigation work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

Drawings and Specifications

Description	Number	Last Revision
Pima I Building E Outline Specs		01/07/2008
General Conditions of Subcontract		06/01/2005
Special Conditions of Subcontract		05/02/2007
Supplemental General Conditions		06/01/2005
Cover Sheet	CS	11/07/2007
Grading & Drainage, Water Sewer & Fire Line Cover Sheet	C1	11/07/2007
Grading & Drainage Plan	C2	11/07/2007
Grading & Drainage Plan	C3	11/07/2007
Grading & Drainage Details & Sections	C4	11/07/2007
Water, Sewer & Fire Line Plan	C5	11/07/2007
Water, Sewer & Fire Line Plan	C6	11/07/2007
Site/Best Management Practices Map	Map	11/07/2007
Cover Sheet	LA01	11/07/2007
Planting Plans	LA02	11/07/2007
Planting Plans	LA03	11/07/2007
Irrigation Plans	LA04	11/07/2007
Irrigation Plans	LA05	11/07/2007
Landscape Detail Sheet	LA06	11/07/2007
Irrigation Detail Sheet	LA07	11/07/2007
Specifications	LA08	11/07/2007
Site Plan	A0.1	11/07/2007
Enlarged Site Plan	A0.2	11/07/2007
Site Details	A0.3	11/07/2007
Site Details	A0.4	11/07/2007
1st Floor Plan	A1.1	11/07/2007
1st Floor Plan - Edge of Slab	A1.1.1	11/07/2007
2nd Floor Plan	A1.2	11/07/2007
2nd Floor Plan - Edge of Slab	A1.2.1	11/07/2007
Roof Plan	A1.3	11/07/2007
Elevations	A2.1	11/07/2007

Enlarged Elevations	A2.2	11/07/2007
Enlarged Elevations	A2.3	11/07/2007
Window/Door Schedule	A2.4	11/07/2007
Window/Door Schedule	A2.5	11/07/2007
Building Sections	A3.1	11/07/2007
Wall Sections	A3.2	11/07/2007
Wall Sections	A3.3	11/07/2007
Wall Sections	A3.4	11/07/2007
Architectural Details	A4.1	11/07/2007
Architectural Details	A4.2	11/07/2007
Architectural Details	A4.3	11/07/2007
Architectural Details	A4.4	11/07/2007
Stair & Elevator Details	A5.1	11/07/2007
Stair & Elevator Details	A5.2	11/07/2007
First Floor - Floor Plan	IA2.01	01/14/2008
Second Floor - Floor Plan	IA2.02	01/14/2008
First Floor - Enlarged Lobby Plan	IA2.1	01/14/2008
First Floor - Enlarged Lobby RCP Plan	IA3.1	01/14/2008
Enlarged Restroom Plans	IA8.0	01/14/2008
Interior Architectural Details	IA8.0	01/14/2008
Interior Architectural Details	IA8.1	01/14/2008
Interior Architectural Details	IA8.2	01/14/2008
Title Sheet	S1	11/07/2007
Level 1 Foundation Plan	S2	11/07/2007
Level 2 Framing Plan	S3.1	11/07/2007
Level 2 Enlarged Plans & Schedules	S3.2	11/07/2007
Roof Framing Plan	S4.1	11/07/2007
Awning Framing Plans & Details	S4.2	11/07/2007
Braced Frame Sections & Details	S5	11/07/2007
Sections and Details	S6	11/07/2007
Sections and Details	S7	11/07/2007
Sections and Details	S8	11/07/2007
Sections and Details	S9	11/07/2007
Sections and Details	S10	11/07/2007
Mechanical Cover Sheet	M0.1	11/07/2007
First Floor Mechanical Plan	M1.1	11/07/2007
Second Floor Mechanical Plan	M1.2	11/07/2007
Mechanical Roof Plan	M1.3	11/07/2007
Enlarged Mechanical Core Plans	M1.4	11/07/2007
Mechanical Schedules	M2.1	11/07/2007
Mechanical Details	M2.2	11/07/2007

Mechanical Details	M2.3	11/07/2007
Plumbing Legend, Symbols and Fixture Schedules	P0.1	11/07/2007
Plumbing Specifications	P0.2	11/07/2007
Plumbing Specifications	P0.3	11/07/2007
Plumbing Plan - 1st Floor	P2.1	11/07/2007
Plumbing Plan - 2nd Floor	P2.2	11/07/2007
Enlarged Plumbing Floor Plan, 1st & 2nd Floor	P2.3	11/07/2007
Plumbing Riser Diagrams	P3.1	11/07/2007
Symbols and Schedules	E0.0	11/07/2007
Site Lighting Plan	E1.0	11/07/2007
Photometric Site Plan	E1.1	11/07/2007
Partial 1st Floor Lighting Plan	E2.0	11/07/2007
Partial 1st Floor Lighting Plan	E2.1	11/07/2007
Partial 1st Floor Lighting Plan	E2.2	11/07/2007
Partial 2nd Floor Lighting Plan	E3.0	11/07/2007
Partial 2nd Floor Lighting Plan	E3.1	11/07/2007
Partial 2nd Floor Lighting Plan	E3.2	11/07/2007
Partial 1st Floor Power Plan	E4.0	11/07/2007
Partial 1st Floor Power Plan	E4.1	11/07/2007
Partial 1st Floor Power Plan	E4.2	11/07/2007
Enlarged 1st/2nd Floor Power Plans	E4.3	11/07/2007
Partial 2nd Floor Power Plan	E5.0	11/07/2007
Partial 2nd Floor Power Plan	E5.1	11/07/2007
Partial 2nd Floor Power Plan	E5.2	11/07/2007
Partial Roof HVAC/SS Plan	E6.0	11/07/2007
Partial Roof HVAC/SS Plan	E6.1	11/07/2007
Partial Roof HVAC/SS Plan	E6.2	11/07/2007
Single Line Diagram	E7.0	11/07/2007
Details and Calculations	E7.1	11/07/2007
Panelboard Schedules	E8.0	11/07/2007
Panelboard Schedules	E8.1	11/07/2007
Panelboard Schedules	E8.2	11/07/2007
Earthwork Specifications - Pima Center I - Building E	02200	12/06/2007
Termite Protection Specifications - Pima Center I - Building E	02280	11/19/2007
Asphalt Paving Specifications - Pima Center I - Building E	02510	12/06/2007
Site Concrete Specifications - Pima Center I - Building E	02520	12/06/2007
Site Utilities Specifications - Pima Center I - Building E	02600	11/07/2007
Drywell Specifications - Pima Center I - Building E	02720	11/13/2007
Landscaping and Irrigation Specifications - Pima Center I - Building E	02900	01/15/2008
Cast-In-Place Concrete System Specifications - Pima Center I - Building E	03300	11/14/2007
Concrete Unit Masonry Specifications - Pima Center I - Building E	04200	10/31/2007

Subcontract Reson

Sub-Job Number	Sub-Job Name	Name	Rate
10510.00	Pima Center I - Building E	Base Bid: Landscaping and Irrigation	\$160,092.00
Total			\$ 160,092.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Landscaping - Subcontract	10510.00-B40-02901.00-S	\$160,092.00
Total		\$160,092.00

4. Unit Pricing.

If requested by Contractor, Subcontractor will provide additional units of work, as directed, at the unit prices set forth below. Unit prices will apply to all building construction and will include, without limitation, all material, labor, equipment, compensation, general conditions, benefits, overhead, clean-up, supervision, profit, parking, shop drawings, small tools and all sales, use and other applicable taxes. Unit prices do not include design. Unit prices will also apply to net quantity changes in the Work made pursuant to the Subcontract Documents.

The following unit prices shall be in effect for the duration of the project:

Unit Price List

N/A

5. Alternates.

If requested by Contractor, Subcontractor will promptly provide the alternate work set forth below for the stated amount. When requested by Contractor, the alternate work will become part of the Work defined in Paragraph 1 above.

Alternates

Line Number	Name	Amount
1	Remove landscaping and irrigation at the planter bowls from subcontractor's scope of work.	\$(1,315.00)

The alternate prices shall be in effect for the duration of the project:

Alternates Notes

END OF RIDER A

RIDER B

This Rider B is attached to and made a part of the Subcontract between Opus West Construction Corporation and Westar Environmental, LLC dated 02/07/2008. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

Section 1. Licensing.

Subcontractor represents and warrants that it and each of its Sub-subcontractors are and will remain duly and validly licensed to the full extent required under all applicable Laws for the performance by each such party of their respective portion of the Work under this Subcontract, and that each such party shall maintain such required license(s) in good standing throughout the full and complete performance of the Work by such party hereunder. Subcontractor will submit proof of such licensure to Contractor upon request.

Section 2. Change Orders.

Any "Change Order" shall be set forth in writing, on Contractor's form, signed by an authorized representative of Contractor, and shall be executed by Contractor prior to Subcontractor proceeding with the requested change in the Work under the applicable conditions of the Subcontract Documents.

Section 3. Pay When and If Paid.

At all times Subcontractor shall be paid only to the extent that Contractor has been paid by Owner for the Work performed by Subcontractor. Notwithstanding any other provision of this Subcontract, and notwithstanding any provisions between Contractor and Owner with respect to payment, the parties agree that payment by Owner to Contractor shall be an express condition precedent to Contractor's obligation to pay Subcontractor. The parties clearly and unambiguously agree that payment by Contractor to Subcontractor is expressly contingent upon Contractor receiving its funds from progress and final payments received from Owner. All payments to Subcontractor shall be made by the Contractor solely out of the progress and final payments funds actually received by the Contractor from the Owner, and from no other source whatsoever. Subcontractor acknowledges that it is sharing, to the extent of payments to be made to Subcontractor, in the risk that Owner may fail to make one or more payments to the Contractor for all or a portion of the Work.

Section 4. Title to Work.

Title to all Work, including materials, equipment, and systems, covered by an Application for Payment, whether incorporated in the Project or not, will pass to Contractor and Owner upon the earlier of (a) receipt of such payment (net of any retainage), or (b) incorporation of such Work into the Project.

Section 5. Indemnification

(a) Subject to Subsections (b) and (c) below, Subcontractor will defend, indemnify and hold harmless Contractor, Owner and Architect/Engineer, and their respective officers, directors, partners, members, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all claims, demands, obligations, actions, causes of action, damages, costs, losses, liabilities and expenses (including, without limitation, attorneys' fees and costs and other litigation, mediation, arbitration, or dispute resolution expenses), arising from or in any way connected with Subcontractor's performance or non-performance of this Subcontract (all of the foregoing being referred to as "Claims"). Any such defense of an Indemnitee will be provided by Subcontractor by legal counsel reasonably satisfactory to such Indemnitee. Subject to Subsections (b) and (c) below, Subcontractor's obligations to defend and indemnify (i) include (without limitation) all Claims, whether occurring before, during or after the performance of this Subcontract, which arise from or relate to the activities, products, actions or omissions of Subcontractor, its Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (collectively, the "Subcontractor Parties"); (ii) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor or any Subcontractor Party under workers' or workman's compensation acts, disability acts, other employee benefits acts, or any insurance required to be carried by Subcontractor under the Subcontract Documents; and (iii) specifically and expressly include (without limitation) any Claims caused in part by the negligence (whether active or passive) or other misconduct of any Indemnitee. Subcontractor's failure to procure specific contractual liability and other types of insurance for the benefit of any Indemnitee, as required under the Subcontract Documents, will not render the foregoing provisions unenforceable under any applicable law.

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Structural Steel Framing and Decks Specifications - Pima Center I - Building E	05100	09/20/2007
Metal Fabrications Specifications - Pima Center I - Building E	05500	09/20/2007
Building Insulation Specifications - Pima Center I - Building E	07200	12/07/2007
Built Up Roofing Specifications - Pima Center I - Building E	07510	12/18/2007
Caulking and Sealants Specifications - Pima Center I - Building E	07800	12/19/2007
Hollow Metal Doors and Frames Specifications - Pima Center I - Building E	08100	01/15/2008
Wood Doors Specifications - Pima Center I - Building E	08200	01/15/2008
Aluminum Framing and Glazing Systems Specifications - Pima Center I - Building E	08400	01/15/2008
Door Hardware Specifications - Pima Center I - Building E	08700	08/30/2007
Hydraulic Elevators Specifications - Pima Center I - Building E	14240	01/10/2008
Pima Center I - Building E Division 15 - Mechanical	15000	08/30/2007
Pima Center I - Building E Division 16 - Electrical	16000	07/03/2007
Electronic Security Systems Specifications - Pima Center I - Building E	16720	12/17/2007

Field Bulletins

Date	Number	Name
01/09/2008	FB-10510.00-1	Vertical Realignment @ Water/Storm as shown on C6
01/18/2008	FB-10510.00-2	Revised Partial Roof Framing Plan for Elevator Doghouse
01/28/2008	FB-10510.00-3	Masonry Block Schedule Update
02/01/2008	FB-10510.00-4	Revised Embed Plate Schedule, Canopy Plans and Details, and Beam Splice Schedule

Supplemental Design Documents

Description	Date
Report on Geotechnical Investigation on Pima Center I, submitted by Specdie and Associates, Project Number 041163SA	08/23/2004

Other Documents

N/A

Subcontractor acknowledges that Contractor has made available to Subcontractor all of the Subcontract Documents, and Subcontractor shall be responsible for obtaining copies pertinent to its Work. Subcontractor represents that it has carefully examined the Subcontract Documents.

Modifications and Clarifications

This Subcontract includes, but is not limited to, the following items:

- 1 Subcontractor shall use Salt River Pima Maricopa Indian Community suppliers and laborers whenever possible/available.
- 2 Subcontractor shall endorse its Commercial General Liability, and Umbrella/Excess Liability policies (as defined in Rider C) to add the following names as "additional insureds": Opus West Construction Corporation, Opus West Corporation, PC 101 Inc., and Pima Center 101, L.L.C.

This Subcontract excludes the following:

- 1 Gross Receipts Tax
- 2 Performance or Payment Bond
- 3 General Building Permit
- 4 Development Fees

2. Schedule. Subcontractor will achieve the following milestones (referred to as the "Schedule"):

N/A

Schedule Notes

1. In accordance with the attached Opus Pima Center I - Building E Construction Schedule dated September 24, 2007.
2. In accordance with mutually agreed requirements as described in periodic project schedules and Superintendent's two and three week schedules.

3. Subcontract Sum Breakdown. The breakdown of the Subcontract Sum is as follows:

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(b) Notwithstanding the provisions of Subsection (a) above, Subcontractor is not obligated to indemnify an Indemnitee for a Claim which is ultimately determined, upon final adjudication, settlement or other resolution of the Claim ("Finally Determined"), to have been caused solely by the active negligence or willful misconduct of that Indemnitee; provided, however, that this exception does not limit or relieve Subcontractor's defense obligations prior to the Claim being so Finally Determined or Subcontractor's obligations to indemnify all other Indemnitees which are not Finally Determined to have participated in such negligence or misconduct.

(c) The parties intend that Subcontractor's indemnity and defense obligations under this Subcontract will be enforced to the fullest extent allowable under applicable law, and agree that if any of the provisions of this Section are, to any extent, held to be invalid, illegal or unenforceable for any reason, any remaining portion thereof and all other provisions of this Section will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

END OF RIDER B

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RIDER C

This Rider C is attached to and made a part of the Subcontract between Opus West Construction Corporation, and Westar Environmental, LLC dated 02/07/2008. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

1 Liability/Worker's Compensation Insurance. Prior to commencing the Work, Subcontractor shall purchase and maintain during the progress of the Work and any periods of warranty and additional work performed by Subcontractor, insurance that will protect against claims for bodily injury, death, damage to property or other damages arising out of or in connection with the performance of the Work (including warranty and additional work) by Subcontractor, Sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Subcontractor's liability insurance may be maintained in a combination of primary and umbrella policies, and the cost of such insurance shall be included in the Subcontract Sum. Subcontractor's policies of insurance shall have the following minimum limits, coverage and requirements:

(a) Workers' Compensation	Statutory Limits
Employer's Liability, including "Stop Gap" coverage and USL&H if applicable	\$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
Commercial General Liability (Electrical, HVAC, Plumbing, Fire Protection Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall Subcontractors)	\$5,000,000 each occurrence \$5,000,000 products/completed operations aggregate \$5,000,000 general aggregate (minimum \$2,000,000 per project)
Commercial General Liability (All Other Subcontractors)	\$2,000,000 each occurrence \$2,000,000 products/completed operations aggregate \$2,000,000 general aggregate (per project)
Commercial Automobile Liability	\$1,000,000 any one accident or loss
Professional Liability (to the extent required of Subcontractor under the Subcontract Documents)	\$1,000,000 each claim \$1,000,000 annual aggregate

(b) The Commercial General Liability insurance required under Paragraph 1(a) will (i) be on ISO Form CG 00 01 or its equivalent, (ii) include coverage for products/completed operations, (iii) be maintained for a period of three (3) years after completion of the Work, (iv) specifically cover as "insured contracts" the Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by the Subcontractor under the Subcontract Documents and (v) provide a \$2,000,000 minimum general aggregate limit of liability on a per project basis.

The Commercial Automobile Liability insurance required under Paragraph 1(a) will include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's Work, shall be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.

(c) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

(d) The Subcontractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add the Contractor and the Owner (and others as specifically required by the Subcontract Documents) as "additional insureds". Such insurance afforded to the Contractor and the Owner as "additional insureds" under the Subcontractor's policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner. The "additional insured" endorsement to Subcontractor's Commercial General Liability policy will be on ISO Form 20 10 07 04 and 20 37 07 04 or their equivalent and will include coverage for ongoing and completed operations.

(e) All insurance policies required under Paragraph 1 or the Subcontract Documents will (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be cancelled or restrictive modifications added, without thirty (30) days prior written notice by certified mail to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required herein, Contractor may, but shall not be obligated to, obtain such insurance and other charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.

(f) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance will be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties status as "additional insureds".

(g) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required herein is received by Contractor.

(h) It is understood and agreed that the insurance coverages and limits required by this Subcontract shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Subcontract documents or under law.

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2 Contractor's Builder's Risk Insurance.

2.1 Unless otherwise provided in the Subcontract Documents, Contractor will cause builder's risk insurance to be purchased and maintained with a "causes of loss" or equivalent policy form covering work to be performed by Contractor (including those working for or under Contractor) at the Project Site to the full insurable value thereof, on a replacement cost basis and subject to reasonable deductibles. Covered "causes of loss" means risks of direct physical loss or damage to covered property unless specifically excluded or limited under the policy. This insurance will include the interests of Owner, Contractor, Subcontractor and Sub-subcontractors in respect to the work to be performed by Contractor at the Project, and shall insure against perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, temporary falsework, shoring and forms and debris removal, and such other matters as are insured against in the form of the policy maintained by Contractor. Unless specifically provided in writing, such insurance will not include coverage for any property, structure(s) and contents (whether real or personal) owned by the Owner or third parties existing as of commencement of Contractor's work or otherwise. Contractor will carry earthquake and flood insurance if Contractor deems it appropriate.

To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of Subcontractor, Contractor or Owner or their respective subcontractors and agents, Contractor and Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and any of its contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

If (i) the Project suffers an insurable loss, (ii) the loss is due in part to the negligence of Subcontractor and (iii) an insurance deductible amount (not to exceed \$10,000.00) is applied to the loss payable under builder's risk or other property insurance applicable to the Project, Subcontractor will be liable to Contractor for the deductible amount; however, Contractor may, in its discretion, apportion the deductible amount among other parties responsible for the loss. Subcontractor will promptly pay Contractor, upon demand, for any such deductible amount, and Contractor may offset the deductible amount against any amounts due Subcontractor under the Subcontract. Neither Contractor nor Owner represents that builder's risk or property insurance, if any, applicable to the Project or the Work is adequate to protect the interests of Subcontractor. It is Subcontractor's obligation to determine whether it should purchase and maintain supplementary property insurance to protect its interests in the Work.

2.2 Any insured loss is to be adjusted by Owner and Contractor and made payable to Contractor, as trustee, or to Owner and Contractor, as joint trustees for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage or loss payable clause.

2.3 Subcontractor hereby releases and agrees to defend and indemnify Contractor and Owner from all claims for loss or damage to or loss of use of Subcontractor's property in or about the Project Site and shall purchase such insurance in respect thereto as Subcontractor deems appropriate. Subcontractor shall require a similar release and indemnity by Sub-subcontractors.

END OF RIDER C