


UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input type="checkbox"/> Opus West Corporation <input checked="" type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.		Case Number: 09-34360
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. All other requests 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): Water Works LLC / Eric Pottle		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on:
Name and address where notices should be sent: 6702 W. Surrey Ave. Peoria, AZ 85381 Telephone number: 623-977-4820 / 602-757-6421 Email Address: epottle@waterworksaz.com		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Name and address where payment should be sent (if different from above): Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ <u>25,500.00</u> 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. <input type="checkbox"/> 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. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$
2. Basis for Claim: <u>Goods + Services Sold</u> (See instruction #2 on reverse side.)		
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).		
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: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other 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 Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: 8-14-09	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.  Eric Pottle - member	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.

Modified B10 (GCG) (12/08)

RECEIVED

AUG 31 2009

BMC GROUP



INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent (The BMC Group) are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** OPUS WEST CORPORATION, et al C/O BMC GROUP, PO BOX 3020, CHANHASSEN, MN, 55317-3020. **IF BY HAND OR OVERNIGHT COURIER:** OPUS WEST CORPORATION, et al C/O BMC GROUP, 18750 LAKE DRIVE EAST, CHANHASSEN, MN, 55317. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS November 9, 2009

Court, Name of Debtor, and Case Number:

These chapter 11 cases were commenced in the United States Bankruptcy Court for the Northern District of Texas on July 6, 2009. You should select the Debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4 and/or 5.

Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the Debtor, if any.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the BMC Group as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from the BMC Group, please provide a self-addressed stamped envelope and a copy of this proof of claim when you submit the original claim to the BMC Group.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



WaterWorks Az LLC

6702 W. Surrey Ave.
Peoria, AZ 85381

623-979-4320p
623-334-6908f
www.waterworksaz.com

Invoice

Bill To:
Opus West 2555 E. Camelback Rd. #800 Phoenix, AZ 85016

Date	Invoice No.	P.O. Number	Terms	Project
03/24/09	09-1325	10510	Net 30	Pima Center 1- building E retent

Description	Amount
Pima Center 1 - Building E Retainage	 2,550.00

Thank you for your business.	Total \$2,550.00
------------------------------	------------------



WaterWorks Az LLC

**6702 W. Surrey Ave.
Peoria, AZ 85381**

**623-979-4320p
623-334-6908f
www.waterworksaz.com**

Invoice

Bill To:
Opus West 2555 E. Camelback Rd. #800 Phoenix, AZ 85016

Date	Invoice No.	P.O. Number	Terms	Project
03/10/09	09-1315	10510	Net 30	Pima Center 1- Building E

Description	Amount
Job Site- Pima Center 1, Building E NWC Pima Center Parkway & Via De Ventura	
Seal - Intergral Colored Exterior Masonry - Less Retainage	22,950.00
Seal all Exterior Intergral Colored Masonry including Cap Block and Parrapit Walls with Lifeguard 30 Year Sealer.	
Masking- Protect all areas not receiving sealer as necessary.	

Thank you for your business.	Total	\$22,950.00
------------------------------	--------------	--------------------



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center 1 - Building E Project Number: 10510
 Subcontractor: Water Works, LLC Date of Application: 3/9/09
 Supplier #: 1008022 Application Number: 1
 Address: 6702 W. Surrey Avenue Peoria, AZ 85381 Period From: 3/1/09 Period To: 3/9/09
 Phone: 623-979-4320
 Remittance Address: Opus West Construction Corporation
 Attn: Accounts Payable
 2555 East Camelback Road, Suite 800
 Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$25,500.00
OPUS APPROVED CHANGE ORDER thru # 1		\$0.00
CONTRACT AMOUNT TO DATE TOTAL		\$25,500.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 25,500⁰⁰
 B Less Retainage 10 % \$ 2550⁰⁰
 C Total Earned less Retainage (A - B) \$ 22950⁰⁰
 D Less Previous Billings (previous req's line C) \$ 0
 E Current Payment Due (C - D) \$ 22950⁰⁰
 F Balance to Finish, Plus Retainage (H - A + B) \$ 2550⁰⁰
 G Current Gross Amount Completed This Period \$ 25500⁰⁰

SUBCONTRACTOR: Water Works, LLC Supplier #: 1008022

BY: [Signature]
 DATE: 3/9/09

APPLICATION BREAKDOWN

THIS SECTION MUST BE COMPLETED IN ORDER FOR THIS PAYMENT TO BE PROCESSED BY OPUS

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10510.00-E30-07100.00-S	Vert Waterproofing - Subcontract	\$25,500.00	0	25500 ⁰⁰	25500 ⁰⁰	100%	2550 ⁰⁰	22950 ⁰⁰
	Total	\$25,500.00						
			H	I	G	A	J	K

Entered By: _____ Accounting Date _____ Approved By: _____ Project Manager Date _____

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv #	Date	G/L Exp
-----------	--------------	------	---------



CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT


Project: Pima Center I - Building E
Job No.: ~~10466.00~~ 10510

On receipt by the undersigned of a check from Opus West
(Maker of check) in the sum of \$ 22,950.00 (Amount of Check) payable to
Waterworks Az, LLC (Payee or Payees of Check) and when the
check has been properly endorsed and has been paid by the bank on which it is drawn,
this document becomes effective to release any mechanic's lien, any state or federal
statutory bond right, any private bond right, any claim for payment and any rights under
any similar ordinance, rule or statute related to claim or payment rights for persons in the
undersigned's position that the undersigned has on the job of
Pima I, Building E (Owner) located at
9150 E. Via De Ventura (Job Description) to the following extent. This
release covers a progress payment for all labor, services, equipment or materials
furnished to the jobsite or to Opus West
(Person with whom undersigned contracted) through 3-9-09 (Date) only and
does not cover any retention, pending modifications and changes or items furnished after
that date. Before any recipient of this document relies on it, that person should verify
evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he
receives from this progress payment to promptly pay in full all of his laborers,
subcontractors, materialmen and suppliers for all work, materials, equipment or services
provided for or to the above referenced project up to the date of this waiver.

Dated: 3-9-09

Waterworks Az, LLC
(Company Name)

By: 
(Signature)

member
(Title)



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E
Subcontractor: Water Works, LLC
Supplier #: 1008022
Address: 6702 W. Surrey Avenue, Peoria, AZ 85381
Phone: 623-979-4320
Project Number: 10510
Date of Application: 3-24-09
Application Number: 2
Period From: 3-1-09 Period To: Final
Remittance Address: Opus West Construction Corporation, Attn: Accounts Payable, 2555 East Camelback Road, Suite 800, Phoenix, AZ 85016

CONTRACT INFORMATION

Table with 3 columns: ITEM, SALES TAX \$(if applicable), TOTAL (\$). Rows include ORIGINAL CONTRACT AMOUNT (\$25,500.00), OPUS APPROVED CHANGE ORDER # 1 thru #, and CONTRACT AMOUNT TO DATE TOTAL (\$25,500.00).

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 25,500
B Less Retainage 10% \$ 2,550
C Total Earned less Retainage (A - B) \$ 22,950
D Less Previous Billings (previous req's line C) \$ 2,550
E Current Payment Due (C - D) \$ 2,550
F Balance to Finish, Plus Retainage (H - A + B)
G Current Gross Amount Completed This Period \$ 2,550

SUBCONTRACTOR: Water Works, LLC Supplier #: 1008022
BY: [Signature]
DATE: 3-24-09

APPLICATION BREAKDOWN

THIS SECTION MUST BE COMPLETED IN ORDER FOR THIS PAYMENT TO BE PROCESSED BY OPUS

Table with 9 columns: Account Code, Description, Current Contract Amount, Work Completed (From Previous Application, This Period), Total Work Complete, Percent Complete, Retainage This Application, Net Payment. Includes row for Vert Waterproofing - Subcontract.

Entered By: Accounting Date Approved By: Project Manager Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Table with 4 columns: Vendor ID, Vendor Inv #, Date, G/L Exp



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT


Project: Pima Center I - Building E
Job No.: 10466.00

On receipt by the undersigned of a check from Opus West
(Maker of check) in the sum of \$ 2550- (Amount of Check) payable to
Waterworks Az LLC (Payee or Payees of Check) and when the
check has been properly endorsed and has been paid by the bank on which it is drawn,
this document becomes effective to release any mechanic's lien, any state or federal
statutory bond right, any private bond right, any claim for payment and any rights under
any similar ordinance, rule or statute related to claim or payment rights for persons in the
undersigned's position that the undersigned has on the job of
Opus West (Owner) located at
Pima Center I Building E (Job Description). This release covers the
final payment to the undersigned for all labor, services, equipment or materials furnished
to the jobsite or to Opus West (Person with
whom undersigned contracted), except for disputed claims in the amount of
\$ 0. Before any recipient of this document relies on it, the person should
verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he
receives from this final payment to promptly pay in full all of his laborers,
subcontractors, materialmen and suppliers for all work, materials, equipment or services
provided for or to the above referenced project up to the date of this waiver.

Dated: 3-24-09

Waterworks Az LLC
(Company Name)

By: 
(Signature)

member
(Title)

ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE 021666
IN ACCORDANCE WITH ARIZONA REVISED STATUTES 33-992.01 ET SEQ., 3422, ET SEQ
THIS IS NOT A LIEN, THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR
SUBCONTRACTOR

**Construction Lender or Assigns
or Bonding Information:**

BANK OF AMERICA, N.A.
201 WEST WASHINGTON STREET
22ND FLOOR
PHOENIX, ARIZONA 85004

You are hereby notified that:

WATERWORKS AZ, LLC.
6702 WEST SURREY AVENUE
PEORIA, ARIZONA 85381

Owner(s) or Reputed Owner(s):

PC 101, INC./ PIMA CENTER 101, LLC.
OPUS WEST CORPORATION
2555 EAST CAMELBACK ROAD, SUITE 800
PHOENIX, ARIZONA 85016

has furnished or will furnish Labor, Professional Services, Materials,
Machinery, Fixtures or Tools of the following general description:

LABOR & MATERIAL TO COMPLETE WATER
REPELLANT WORK
(AMENDED TO CHANGE LENDER)

in the construction, alteration, or repair of the building, structure or
improvement located at:

PIMA CENTER I-BUILDING E
9180 EAST VIA DE VENTURA
SCOTTSDALE, ARIZONA 85258

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, professional services, materials,
machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien
leading to the loss, through court foreclosure proceedings, of all or part of
your property being improved may be placed against the property. You may
wish to protect yourself against this consequence by either:

1. Requiring your contractor to furnish a conditional waiver and release pursuant to A.R.S. 33-1008, subsection D, Paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment to your contractor.
2. Requiring your contractor to furnish an unconditional waiver and release pursuant to A.R.S. 33-1008, subsection D, Paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.
3. Using any other method or device that is appropriate under the circumstances.

and situated upon that certain lot(s) or parcel(s) of land in
MARICOPA County, Arizona description as follows:

A PORTION OF SECTION 31
T3N R5E OF THE G&SRB&M

The name and address of the person or firm who contracted for the
purchase of such labor, professional services, materials, machinery,
fixtures or tools is:

OPUS WEST CONSTRUCTION CORPORATION
2555 EAST CAMELBACK ROAD, SUITE 800
PHOENIX, ARIZONA 85016

Within ten days of the receipt of this Preliminary Twenty Day Notice the
owner of other interested party is required to furnish all information
necessary to correct any inaccuracies in the notice pursuant to A.R.S.
33-992.01, subsection 1 or to use as a defense any inaccuracy of that
information.

Within ten days of the receipt of this Preliminary Twenty Day Notice if any
payment bond has been recorded in compliance with A.R.S. 33-1003, the
owner must provide a copy of the payment bond including the name and
address of the surety company and bonding agent providing the payment
bond to the person who has given the Preliminary Twenty Day Notice. In the
event that the owner or other interested party fails to provide the bond
information within that ten day period, the claimant shall retain lien rights to
the extent precluded or prejudiced from asserting a claim against the bond
as a result of not timely receiving the bond information.

An estimate of the total price of the labor, professional services,
materials, machinery, fixtures or tools furnished or to be furnished is:

\$25,500.00

Dated: May 15, 2009

X SUSAN C. BEYETTE Limited Agent

Signature Title

for WATERWORKS AZ, LLC.
Prepared and sent by:

Original or General Contractor:

OPUS WEST CONSTRUCTION CORPORATION
2555 EAST CAMELBACK ROAD, SUITE 800
PHOENIX, ARIZONA 85016

DAR-LIENS, INC.
4040 E. MCDOWELL RD. SUITE 203
PHOENIX, ARIZONA 85008
(602) 942-1515
(602) 942-0763 Fax

AZCLDP #80906
Designated Principal:
Dale Shephard

CLIENT COPY

Date of service: May 15, 2009

Type of service: First Class Mail
 Certificate of Mailing

AFFIDAVIT OF PROOF OF SERVICE OF PRELIMINARY TWENTY DAY LIEN NOTICE

STATE OF ARIZONA

SS

If there is any incorrect information contained in this
notice, please notify the above within ten days.

COUNTY OF MARICOPA

SUSAN C. BEYETTE, being duly sworn, upon oath, deposes and says that:

1. I am the LIMITED AGENT for the claimant herein, and I have personal knowledge of the facts herein set forth.
2. Service of this Preliminary Twenty Day Notice in connection with a Notice of Claim of Lien was made as shown above.

Susan C. Beyette
(Signature of affiant)

Subscribed and Sworn To before me this 15TH day of MAY, 2009

by SUSAN C. BEYETTE the LIMITED AGENT

for WATERWORKS AZ, LLC. My commission expires NOV. 26, 2010

Susan C. Beyette
(Signature of affiant)



Dale Shephard
(Notary Public)

AVG
CAZ



Opus West Construction Corporation SEP 29 2008
SUBCONTRACT CHANGE ORDER

Change Order Date: 09/17/2008

Change Order #: 1

Water Repellants
CON-10510.00-26

To Subcontract Agreement dated: 02/07/2008

07100

TO: Water Works, LLC
6702 W. Surrey Avenue
Peoria, AZ 85381

PROJECT: Pima Center I - Building E
9180 E. Via de Ventura
Scottsdale, AZ 85258

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall furnish all skill, labor, material and equipment necessary or required to complete the Project per the revised schedule dated September 4, 2008 issued in Field Bulletin #14 (FB-10510.00-14) dated September 12, 2008.	\$0.00
		\$0.00

SCHEDULE

Completion date of original contract will not be adjusted, unless noted herein.

The substantial completion date listed in the subcontract agreement shall be changed from August 05, 2008 to February 19, 2009.

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-E30-07100.00-S	\$25,500.00	\$0.00	\$25,500.00
	\$25,500.00	\$0.00	\$25,500.00
Original Contract Amount.....			\$25,500.00
Previously Approved Change Orders.....			\$0.00
Amount this Change Order.....			\$0.00
Contract Amount to Date.....			\$25,500.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Water Works, LLC

Eric Pottle
Printed Name

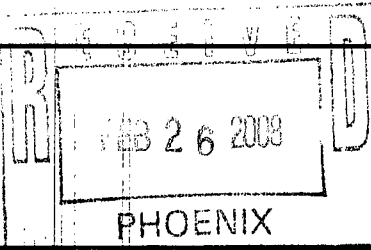
9/25/08
Date

Opus West Construction Corporation

Ryan Hulet Vincent Genetti
Printed Name

30 Sep 08
Date

Reference this change order number on all Application for Payment documents.



Pima Center I - Building E / 10510.00
 07100 /Water Repellants
 Water Works, LLC / Eric Pottle
 Contact Phone # 623-979-4320
 Contact Fax # 623-334-6908
 Payment Terms: Standard

RA
AVG


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 2555 East Camelback Road - Suite 800, Phoenix, AZ 85016, and **Water Works, LLC** ("Subcontractor") with its office located at 6702 W. Surrey Avenue, Peoria, AZ 85381.


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 \$ 25,500.00 ("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)

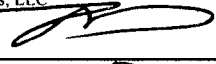
Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager:  2/28/08
 Ryan Hulet

CONTRACTOR
 OPUS West Construction Corporation

By: 
 James Godwin
 (Print Name)
 Senior Director of Construction
 (Title)
 2-28-08
 (Date)

SUBCONTRACTOR
 Water Works, LLC

By: 
 Eric Pottle
 (Print Name)
 member
 (Title)
 2-21-08
 (Date)

RA

RIDER A

This Rider A is attached to and made a part of the Subcontract between **Opus West Construction Corporation** and **Water Works, 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.

I. 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 **Water Repellants** 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

RA

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
Finish Plan Floor 1	IA5.1	01/14/2008
Finish Plan Floor 2	IA5.2	01/14/2008
Enlarged Restroom Plans	IA6.0	01/14/2008
Elevator Cab Interior	IA6.1	01/14/2008
Elevations	IA7.0	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
Details	IA8.3	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

RA

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

RH

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
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
Water Repellants Specifications - Pima Center I - Building E	07100	01/11/2008
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	07900	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 Speedie 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.
- 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

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

N/A

Schedule Notes

7/11

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:

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
10510.00	Pima Center I - Building E	Base Bid: Water Repellents	\$25,500.00
Total			\$ 25,500.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Vert Waterproofing - Subcontract	10510.00-E30-07100.00-S	\$25,500.00
Total		\$25,500.00

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

Name	Rate	Quantity UOM
Lifeguard 30 Year Sealer (Includes Labor, Material, and Equipment)	\$0.85	Sq Foot

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

N/A

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 **Water Works, 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.

RA

(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

RA

RIDER C

This Rider C is attached to and made a part of the Subcontract between Opus West Construction Corporation, and Water Works, 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 either 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.

RA

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