

UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
<b>Name of Debtor: (Check Only One):</b> <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.	<b>Case Number:</b>	
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.		
<b>Name of Creditor</b> (the person or other entity to whom the debtor owes money or property):  <div style="text-align: center;"> <b>ANCHOR CONSTRUCTION SPECIALTIES</b>  <b>7071 CARROLL RD</b>  <b>SAN DIEGO, CA 92121</b> </div>	<div style="text-align: center;"> <b>RECEIVED</b>   <b>AUG 31 2009</b>   <b>BMC GROUP</b> </div> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.           </div> <div> <b>Court Claim Number:</b>  <i>(If known)</i> </div> </div> <div> <b>Filed on:</b> </div>	
<b>Name and address where notices should be sent:</b> <b>ANCHOR CONSTRUCTION SPECIALTIES</b> <b>7071 CARROLL RD., SAN DIEGO, CA 92121</b>  <b>Telephone number:</b> 858-452-0562 <b>Email Address:</b> JDANNE@ANCHORSPECIALTIES.COM	<input checked="" 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.	
<b>Name and address where payment should be sent (if different from above):</b>   <b>Telephone number:</b>	<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>16,325.11</u> <i>HE</i> 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.	<b>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.</b>  Specify the priority of the claim.	
<b>2. Basis for Claim:</b> <u>Services performed</u> (See instruction #2 on reverse side.)	<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <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 checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ).	
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____ <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction §3a on reverse side.)	<b>Amount entitled to priority:</b>  <div style="text-align: right; font-size: 1.2em;">\$ 16,325.11</div>	
<b>4. Secured Claim</b> (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. <b>Nature of property or right of setoff:</b> <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other <b>Value of Property:</b> \$ _____ <b>Annual Interest Rate</b> ____ % <b>Amount of arrearage and other charges as of time case filed included in secured claim, if any:</b> \$ <u>Attorney fees</u> <b>Basis for perfection:</b> _____ <b>Amount Unsecured:</b> \$ _____	<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. <b>7. Documents:</b> 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.) <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain: _____	
<b>Date:</b>	<b>Signature:</b> 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.  <div style="text-align: center;">   <b>Roy Evans</b> 8/26/09         </div>	
<b>FOR COURT USE ONLY</b>		

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)



## 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.

**ENTERED**TAWANA C. MARSHALL, CLERK  
THE DATE OF ENTRY IS  
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed July 17, 2009

*Harlin DeWayne Hale*  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

In re:

OPUS WEST CORPORATION, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 09-34356

Jointly Administered

**ORDER GRANTING COMPLEX  
CHAPTER 11 BANKRUPTCY CASE TREATMENT**

This bankruptcy case was filed on July 6, 2009. A *Notice of Designation as Complex Chapter 11 Case* was filed on that date. After review of the initial pleadings filed in this case, the court concludes that this case appears to be a complex Chapter 11 case. Accordingly, unless the court orders otherwise,

**IT IS ORDERED:**

1. The debtor shall maintain a service list identifying the parties that must be served whenever a motion or other pleading requires notice. Unless otherwise required by the

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Opus West Corporation (1533); Opus West Construction Corporation (5917); Opus West LP (5535); Opus West Partners, Inc. (5537); and O.W. Commercial, Inc. (9134).

Bankruptcy Code or Bankruptcy Rules, notices of motions and other matters will be limited to the parties on the service list.

- a. The service list shall initially include the debtor, debtor's counsel, counsel for the unsecured creditors' committee (if any), the U.S. Trustee, all secured creditors, the 20 largest unsecured creditors of each debtor, any indenture trustee, and any party that requests notice.
- b. Any party-in-interest that wishes to receive notice, other than as listed on the service list, shall be added to the service list by filing and serving the debtor and debtor's counsel with a notice of appearance and request for service.
- c. Parties on the service list, who have not otherwise consented to service by e-mail, through the act of becoming a registered e-filer in this district, are encouraged to provide an e-mail address for service of process and to authorize service by e-mail; consent to e-mail service may be included in the party's notice of appearance and request for service; in the event a party has not consented to e-mail service, a "hard copy" shall be served by fax, overnight delivery, or by regular mail.
- d. The initial service list shall be filed within 3 days after entry of this order. A revised list shall be filed 7 days after the initial service list is filed. The debtor shall update the service list, and shall file a copy of the updated service list, (i) at least every 7 days during the first 30 days of the case; (ii) at least every 15 days during the next 60 days of the case; and (iii) at least every 30 days thereafter throughout the case.

<b>EXPLANATIONS</b>	
<b>Filing of Chapter 11 Bankruptcy Case</b>	Bankruptcy cases under Chapter 11 of the Bankruptcy Code (title 11, United States Code) have been filed in this court by the debtors listed on the front side, and orders for relief have been entered. Chapter 11 allows a debtor to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the court. You may be sent a copy of the plan and a disclosure statement telling you about the plan, and you might have the opportunity to vote on the plan. You will be sent a notice of the date of confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the debtor's property and may continue to operate any business.
<b>Legal Advice</b>	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in these cases.
<b>Creditors Generally May Not Take Certain Actions</b>	Prohibited collection actions are listed in Bankruptcy Code § 362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
<b>Meeting of Creditors</b>	A meeting of creditors is scheduled for the date, time and location listed on the front side. <i>The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice. The court, after notice and a hearing, may order that the United States trustee not convene the meeting if the debtor has filed a plan for which the debtor solicited acceptances before filing the case.
<b>Claims</b>	A Proof of Claim is a signed statement describing a creditor's claim. If a Proof of Claim form is not included with this notice, you can obtain one at any bankruptcy clerk's office. You may look at the schedules that have been or will be filed at the bankruptcy clerk's office. If your claim is scheduled and is not listed as disputed, contingent, or unliquidated, it will be allowed in the amount scheduled unless you filed a Proof of Claim or you are sent further notice about the claim. Whether or not your claim is scheduled, you are permitted to file a Proof of Claim. If your claim is not listed at all or if your claim is listed as disputed, contingent, or unliquidated, then you must file a Proof of Claim or you might not be paid any money on your claim and may be unable to vote on the plan. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. Filing a Proof of Claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. <b>Filing Deadline for a Creditor with a Foreign Address:</b> The deadlines for filing claims set forth on the front of this notice apply to all creditors. If this notice has been mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
<b>Discharge of Debts</b>	Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the debtor, except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must start a lawsuit by filing a complaint in the bankruptcy clerk's office by the "Deadline to File a Complaint to Determine Dischargeability of Certain Debts" listed on the front side. The bankruptcy clerk's office must receive the complaint and any required filing fee by that Deadline.
<b>Bankruptcy Clerk's Office</b>	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office.
<b>Creditor with a Foreign Address</b>	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in these cases.

**UNITED STATES BANKRUPTCY COURT Northern District of Texas****Notice of****Chapter 11 Bankruptcy Cases, Meeting of Creditors, & Deadlines**

Chapter 11 bankruptcy cases concerning the debtors listed below were filed on 7/6/09.

You may be a creditor of the debtors. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in these cases may be inspected at the bankruptcy clerk's office at the address listed below.

NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

**See Reverse Side for Important Explanations**

Debtors (names used by the debtors in the last 8 years, including married, maiden, trade, and address):

**Opus West Corporation**  
2555 E Camelback Road, Suite 800  
Phoenix, Arizona 85016  
Tax ID No.: 86-0811533  
Case No.: 09-34356

**O. W. Commercial, Inc.**  
2555 E Camelback Road, Suite 800  
Phoenix, Arizona 85016  
Tax ID No.: 20-2789134  
Case No.: 09-34363

**Opus West Partners, Inc.**  
2555 E Camelback Road, Suite 800  
Phoenix, Arizona 85016  
Tax ID No.: 81-0545537  
Case No.: 09-34373

**Opus West Construction Corporation**  
2555 E Camelback Road, Suite 800  
Phoenix, Arizona 85016  
Tax ID No.: 41-0855917  
Case No.: 09-34360

**Opus West LP**  
2555 E Camelback Road, Suite 800  
Phoenix, Arizona 85016  
Tax ID No.: 81-0545535  
Case No.: 09-34334

**Attorneys for Opus West Corporation, Opus West Construction Corporation, and O. W. Commercial, Inc. (names and addresses):**  
Clifton R. Jessup, Jr.  
Greenberg Traurig, LLP  
2200 Ross Avenue, Suite 5200  
Dallas, TX 75201  
Telephone: 214-665-3600  
Facsimile: 214-665-5938

**Attorneys for Opus West Partners, Inc., and Opus West LP: (names and addresses):**  
Peter Franklin  
Doug Skierski  
Franklin Skierski Lovall Hayward, LLP  
10501 N. Central Expressway, Suite 106  
Dallas, TX 75231  
Telephone: 214-702-4061  
Facsimile: 214-723-5345

**Meeting of Creditors**Date: **August 12, 2009**Time: **2:00 P.M.**Location: **Office of the U.S. Trustee, 1100 Commerce St., Room 976, Dallas, TX 75242****Deadline to File a Proof of Claim**Proof of claim must be *received* by the BMC Group, Debtors' Claims Agent, by the following deadline:For all creditors (except a governmental unit): **11/9/09**

For a governmental unit: \_\_\_\_\_

**Claims Should be Sent to:****IF BY MAIL:**

Opus West Corporation, et al  
c/o BMC Group  
P.O. 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

**Creditors with a Foreign Address:**

A Creditor to whom this notice is sent at a foreign address should read the information under "claims" on the reverse side.

**Deadline to File a Complaint to Determine Dischargeability of Certain Debts:****Creditors May Not Take Certain Actions:**

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtors and the debtors' property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtors can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

**Address of the Bankruptcy Clerk's Office:**

1100 Commerce Street, Room 1254  
Dallas, Texas 75242  
Telephone number: 214-753-2000

**For the Court:**

Clerk of the Bankruptcy Court:  
Tawana C. Marshall

Hours Open: Monday – Friday 8:30 AM – 4:30 PM

date approved by the court. The party requesting the hearing shall be responsible for providing proper notice in accordance with this order and the Bankruptcy Code and Bankruptcy Rules.

4. Emergency and expedited hearings (and other hearings in limited circumstances) in this case may be conducted by telephone or, where available, video. Parties must request permission to participate by telephone by e-mailing **Jodie Chapman**, the court's courtroom deputy, at **hdh\_settings@txnb.uscourts.gov**.

5. If a matter is properly noticed for hearing and the parties reach a settlement of the dispute prior to the final hearing, the parties may announce the settlement at the scheduled hearing. If the court determines that the notice of the dispute and the hearing is adequate notice of the effects of the settlement (*i.e.*, that the terms of the settlement are not materially different from what parties-in-interest could have expected if the dispute were fully litigated), the court may approve the settlement at the hearing without further notice of the terms of the settlement.

6. The debtor shall give notice of this order to all parties-in-interest within seven (7) days. If any party-in-interest, at any time, objects to the provisions of this order, that party shall file a motion articulating the objection and the relief requested. After hearing the objection and any responses the court may reconsider any part of this order and may grant relief, if appropriate.

### END OF ORDER ###

2. All motions and other matters requiring hearing, but not requiring an expedited or emergency hearing, shall be noticed for hearing, on a day that is at least 23 days after the notice is mailed. As a preface to each pleading, just below the case caption, in lieu of the language required by any Local Bankruptcy Rule, the pleading shall state:

**A HEARING WILL BE CONDUCTED ON THIS MATTER  
ON \_\_\_\_\_ AT \_\_\_\_\_ AM/PM  
IN COURTROOM AT 1100 COMMERCE STREET, 14<sup>TH</sup>  
FLOOR, DALLAS, TEXAS 75242.**

**IF YOU OBJECT TO THE RELIEF REQUESTED, YOU  
MUST RESPOND IN WRITING, SPECIFICALLY  
ANSWERING EACH PARAGRAPH OF THIS PLEADING.  
UNLESS OTHERWISE DIRECTED BY THE COURT, YOU  
MUST FILE YOUR RESPONSE WITH THE CLERK OF  
THE BANKRUPTCY COURT WITHIN TWENTY-THREE  
DAYS FROM THE DATE YOU WERE SERVED WITH  
THIS PLEADING. YOU MUST SERVE A COPY OF YOUR  
RESPONSE ON THE PERSON WHO SENT YOU THE  
NOTICE; OTHERWISE, THE COURT MAY TREAT THE  
PLEADING AS UNOPPOSED AND GRANT THE RELIEF  
REQUESTED.**

3. All motions and other matters requiring expedited or emergency hearing shall comply with the usual court requirements for explanation and verification of the need for emergency or expedited hearing. Specifically, if a party-in-interest has a situation that it believes requires consideration on less than 23-days' notice, or an emergency that it believes requires consideration on less than 5 business days' notice, then the party should file and serve a separate, written motion for expedited or emergency hearing with respect to the underlying motion. The court will make its best effort to rule on the motion for expedited or emergency hearing within 24 hours of the time it is presented. If the court grants the motion for expedited or emergency hearing, the underlying motion will be set by the courtroom deputy at an appropriate shortened



DOC # 2009-0329842



## RECORDING REQUESTED BY

JUN 17, 2009 1:41 PM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
DAVID L. BUTLER, COUNTY RECORDER  
FEES: 15.00

NOTICES: 1

PAGES: 2



## WHEN RECORDED MAIL TO

NAME Anchor Construction Specialties, Inc.

ADDRESS 7071 Carroll Road

CITY San Diego, CA

STATE&amp;ZIP 92121

Title Order No.

Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## MECHANICS LIEN

The undersigned, Anchor Construction Specialties, Inc., claimant  
(name of person or firm claiming mechanics lien. Contractors use name exactly as it appears on the contractors license.)

Claims a mechanics lien upon the following described real property:

City of San Diego, County of San Diego, California.Lockheed Martin T.I. & Horizon Tech Center Project (General description of property where the work or materials were furnished. A street address is sufficient, but if possible, use both street address and legal description.)

10301, 10325 &amp; 10343 Meanley Drive, San Diego, CA 92131 (Lockheed Martin TI &amp; Horizon Tech. Center)

The sum of \$ 12,758.10 together with interest thereon at the rate of 10.00%

(Amount of Claim due and unpaid.)

percent per annum from April 23, 2009 is due claimant (after deducting all just credits and offsets) for

(date when balance became due)

the following work and material furnished by claimant:

Toilet Partitions, Toilet Accessories, Fire Extinguishers

(insert general description of the work or materials furnished)

Claimant furnished the work and materials at the request of, or under contract, with Opus West Construction Corporation  
2050 Main St., Suite 800, Irvine, CA 92614

(name of the person or firm who ordered or contract for the work or materials.)

The owners or reputed owners of the property are: Sequola Ralty Limited Partnership c/o Opus Corporation, 10350 Bren West  
Minnetonka, MN 55343

(Insert name of owner of real property. This can be obtained from the county recorder or by checking the building permit application at the building department.)

Firm Name Anchor Construction Specialties, Inc.

By:

(Signature of claimant or authorized agent)

VERIFICATION

I, the undersigned, say: I am the President of Anchor Construction Specialties, Inc. the claimant of the forgoing  
("President of", "Manager of", "A partner of", "Owner of", etc.)

mechanic's lien; I have read said claim of mechanic's lien and know the contents thereof: the above is true of my own knowledge.

I declare under perjury that the forgoing is true and correct.

Executed on June 12, 2009 at San Diego, California.  
(Date of signature) (City where signed)



(Personal signature of the individual who is swearing that the contents of the claim of mechanic's lien are true.)



Aethercomm TI / 11077.10  
 10220/10270 / Toilet Partitions/Toilet Accessories  
 Anchor Construct Specialties / David Sheppard  
 Contact Phone # 858-452-0562  
 Contact Fax # 858-452-9081  
 Payment Terms: Standard

### SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 04th day of August, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 4350 La Jolla Village Dr., Ste. 110, San Diego, CA 92122, and Anchor Construct Specialties ("Subcontractor") with its office located at 7071 Carroll Road, San Diego, CA 92121.

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 Aethercomm TI ("Project"), located at 3205 Lionshead Avenue, Carlsbad, CA 92010 ("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 Opus West Corporation ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:  
 Architect: Smith Consulting Architects
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 01/15/2009. 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 \$ 21,447.00 ("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

Ralph Miller

#### CONTRACTOR

OPUS West Construction Corporation

By:

Jeffery Dickson

(Print Name)

Vice President of Construction

(Title)

(Date)

9/11/08

#### SUBCONTRACTOR

Anchor Construct Specialties

By:

ROY L. EVANS

(Print Name)

PRESIDENT

(Title)

(Date)

8/26/08

ORIGINAL

h cc

**Aethercomm TI / 11077.10**  
**Toilet Partitions/Toilet Accessories**

**RIDER A**

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Anchor Construct Specialties dated 09/04/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

**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 Toilet Partitions/Toilet Accessories work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

**Drawings and Specifications**

<b>Description</b>	<b>Number</b>	<b>Last Revision</b>
Finish Carpentry	06200	05/16/2008
Millwork	08400	05/16/2008
Caulking & Sealants	07900	03/03/2008
Hollow Metal Doors & Frames	08100	07/05/2007
Wood Doors	08200	05/15/2008
Aluminum Framing & Glazing Systems	08400	02/19/2007
Door Hardware	08700	02/23/2007
Gypsum Board Assemblies	09250	03/27/2007
Ceramic Tile	09300	05/13/2008
Acoustical Ceiling	09510	05/15/2008
Resilient Flooring and Base	09850	05/13/2008
Carpet	09680	05/13/2008
Painting	09900	02/19/2007
Toilet Partitions	10150	05/13/2008
Toilet Accessories	10160	05/13/2008
Postal Specialties	10550	05/13/2008
Window Blinds	12200	05/16/2008
General Mechanical Requirements	15010	01/15/2008
Fire Protection	15300	09/11/2006
Plumbing	15400	09/11/2006
Mechanical	15500	01/15/2008
Electrical	16000	09/14/2006
Title Sheet	TS-1	07/02/2008
General Notes and Accessibility Notes	TS-2	07/02/2008
Lot 9- Site Plan and Miscellaneous Notes	AS-1.1	07/02/2008
First and Second Floor Exit Analysis Plan	EX-1	07/02/2008
Overall Floor Plan	TI-1.0	07/02/2008
Partial First Floor Plan	TI-1.1	07/02/2008
Partial First Floor Plan	TI-1.2	07/02/2008
Second Floor Plan	TI-1.3	07/02/2008
Partial First Floor Reflected Ceiling Plan	TI-2.1	07/02/2008

cc

Architectural Details	AD-1	07/02/2008
Architectural Details	AD-2	07/02/2008
Note Sheet	E1.1	05/29/2008
Title 24 Sheet	E1.2	05/29/2008
Lighting Detail Sheet	E1.3	05/29/2008
First Floor Lighting Sheet	E2.1	05/29/2008
First Floor Power Sheet	E2.2	05/29/2008
Second Floor Lighting Sheet	E3.1	05/29/2008
Second Floor Power Sheet	E3.2	05/29/2008
Singleline Diagram	E4.1	05/29/2008
Panel Schedule Sheet	E5.1	05/29/2008
Mechanical Notes and Legend	M0.1	07/01/2008
Mechanical Schedules	M0.2	07/01/2008
Mechanical Title 24	M0.3	07/01/2008
Mechanical First Floor Plan	M2.1	07/01/2008
Mechanical Second Floor Plan	M2.2	07/01/2008
Mechanical Roof Plan	M2.3	07/01/2008
Mechanical Details	M5.1	07/01/2008
Notes, Schedules, Details	P-0.1	06/30/2008
First Floor Plumbing Plan	P-1.0	06/30/2008
Enlarged 1st and 2nd Floor Plumbing Plans	P2.0	06/30/2008
Mechanical First Floor Plan	P3.0	06/30/2008
Partial First Floor Reflected Ceiling Plan	TI-2.2	07/02/2008
Second Floor Reflected Ceiling Plan	TI-2.3	07/02/2008
Partial First Floor Finish Plan	TI-3.1	07/02/2008
Partial First Floor Finish Plan	TI-3.2	07/02/2008
Second Floor Finish Plan	TI-3.3	07/02/2008
Enlarged Interior Elevations/Details	TI-4.1	07/02/2008
Enlarged Bathroom Floor Plans/Details	TI-4.2	07/02/2008
Enlarged Bathroom Floor Plans	TI-4.3	07/02/2008
Door Schedule	TI-5.1	07/02/2008

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

Description	Date
Supplemental Conditions	07/17/2008
General Conditions	09/12/2006
Special Conditions	09/12/2006

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:

- a. Subcontractor shall provide all toilet partitions, restroom accessories, restroom mirrors, ADA grab bars, 3/8" frameless glass shower enclosure & accessories, interior signs, and fire extinguishers/cabinets.

This Subcontract excludes the following:

- a. Performance or payment bond.
- b. General building permit or fees.

N/A

#### Schedule Notes

1. Subcontractor shall make best efforts to accelerate schedule.
2. Subcontractor agrees to work within Contractors Time Plan dated 07/24/08 for trade durations, actual dates may vary.

#### Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
11077.10	Athercomm TI	Toilet Accessories	\$8,767.00
11077.10	Athercomm TI	Toilet Partitions	\$11,583.00
11077.10	Athercomm TI	Fire Extinguishers/Cabinets	\$1,097.00
Total			\$ 21,447.00

#### Subcontract Sum Breakdown

Name	Account Code	Amount
Toilet Partitions - Subcontract	11077.10-F10-10220.00-S	\$11,583.00
Toilet Accessories - Subcontract	11077.10-F10-10270.00-S	\$8,767.00
Fire Ext/Cabinets - Subcontract	11077.10-F10-10600.00-S	\$1,097.00
Total		\$21,447.00

#### 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 until :

#### Unit Price List

N/A

#### 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 until :

#### Alternates Notes

**END OF RIDER A**

*EC*

**Aethercomm TI / 11077.10  
Toilet Partitions/Toilet Accessories****RIDER B**

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Anchor Construct Specialties dated 08/04/2008. 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. 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 4. 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; (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; and (iv) shall be triggered by the assertion of a Claim against any Indemnitee without the requirement that it first be determined that Subcontractor or any Subcontractor Party was negligent or otherwise at fault or that the Claim has any merit. 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.

(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 laws, 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.

**Section 5. Waiver.**

Subcontractor hereby waives the benefits of, and Subcontractor's rights under, California Business and Professions Code Section 7108.5 to the fullest extent the same may be waived by Subcontractor under applicable Laws.

**Section 6. SWPPP.**

Subcontractor shall comply with (i) all applicable water quality Laws, including those enforced by the California State Water Resources Control Board (the "SWRCB") and the Regional Water Quality Control Board (Region 9); (ii) the National Pollutant Discharge Elimination System and the Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (SWRCB Order No. 99-08-DWQ) and all amendments and modifications thereto; (iii) any Storm Water Pollution Prevention Plan applicable to the Project (as modified from time to time, the "SWPPP") and all associated Best Management Practices; and (iv) City and/or County ordinances, guidelines, and manuals applicable to stormwater discharges from construction sites. If Subcontractor observes any violation of any Laws, it shall immediately correct such violation. Any Work performed by Subcontractor that is not in compliance with applicable Laws shall be redone in compliance with applicable Laws at Subcontractor's sole expense. The SWPPP is a part of the Subcontract Documents.

**Section 7. California License Law.**

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION

**Aethercomm TI / 11077.10  
Toilet Partitions/Toilet Accessories**

TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

Contractor's California License No.

509591

Subcontractor's California License No.

438185**END OF RIDER B**



Aethercomm TI/11077.10

Toilet Partitions/Toilet Accessories

**RIDER C**

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Anchor Construct Specialties dated 06/04/2008. 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.

**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

**SUBCONTRACT APPLICATION FOR PAYMENT**

**Project Name :** Horizon Tech Center  
**Subcontractor :** Anchor Construct Specialties  
**Supplier # :** 1017219  
**Address :** 7071 Carroll Road  
 San Diego, CA 92121  
**Phone :** 858-452-0562  
**Remittance Address :**  
 Attn : Accounts Payable  
 2050 Main Street, Suite 800  
 Irvine, CA 92614

**Project Number :** 10262  
**Date of Application :** 3/23/2009  
**Application Number :** 5  
**Period From :** 3/31/2009

**CONTRACT INFORMATION**

ITEM	SALES TAX(\$)(if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$44,298.00
OPUS APPROVED CHANGE ORDER THRU # 7		\$31,449.41
CONTRACT AMOUNT TO DATE TOTAL		\$75,747.41

**APPLICATION INFORMATION**

**A Total Completed & Stored to Date** \$ 75,747.41  
**B Less Retainage 10 %** \$ 7,574.74  
**C Total Earned Less Retainage (A - B)** \$ 68,172.67  
**D Less Previous Billings (previous req's line C)** \$ 66,849.30  
**E Current Payment Due (C - D)** \$ 1,323.37  
**F Balance to Finish, Plus Retainage (H - A + B)** \$ 7,574.74  
**G Current Gross Amount Completed This Period** \$ 1,470.41

**SUBCONTRACTOR :****BY :****DATE :**

Anchor Construct Specialties

Supplier #: 1017219

JOANNE THOMPSON

3/23/2009

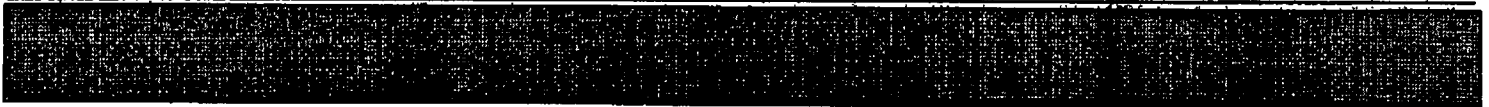
**APPLICATION BREAKDOWN**

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A/H		G - K
0262.10-F10-10220.00-S	Toilet Partitions - Subcontract	\$10,222.00	\$10,222.00	\$0.00	\$10,222.00	100.00%	\$0.00	\$0.00
0262.20-F10-10220.00-S	Toilet Partitions - Subcontract	\$10,222.00	\$10,222.00	\$0.00	\$10,222.00	100.00%	\$0.00	\$0.00
0262.30-F10-10220.00-S	Toilet Partitions - Subcontract	\$10,224.00	\$10,224.00	\$0.00	\$10,224.00	100.00%	\$0.00	\$0.00
0262.10-F10-10270.00-S	Toilet Accessories - Subcontract	\$9,730.00	\$9,730.00	\$0.00	\$9,730.00	100.00%	\$0.00	\$0.00
0262.20-F10-10270.00-S	Toilet Accessories - Subcontract	\$9,730.00	\$9,730.00	\$0.00	\$9,730.00	100.00%	\$0.00	\$0.00
0262.30-F10-10270.00-S	Toilet Accessories - Subcontract	\$9,728.00	\$9,728.00	\$0.00	\$9,728.00	100.00%	\$0.00	\$0.00
0262.10-F10-10600.00-S	Fire Ext/Cabinets - Subcontract	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00
0262.20-F10-10600.00-S	Fire Ext/Cabinets - Subcontract	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00

10262.30-F10-10600.00-S	Fire Ext/Cabinets - Subcontract	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00
10262.10-F10-10550.00-S	Postal Specialties - Subcontract	\$1,809.00	\$1,809.00	\$0.00	\$1,809.00	100.00%	\$0.00	\$0.00
10262.20-F10-10550.00-S	Postal Specialties - Subcontract	\$1,810.00	\$1,810.00	\$0.00	\$1,810.00	100.00%	\$0.00	\$0.00
10262.30-F10-10550.00-S	Postal Specialties - Subcontract	\$1,810.00	\$1,810.00	\$0.00	\$1,810.00	100.00%	\$0.00	\$0.00
10262.10-F10-08810.00-S	Interior Glass - Subcontract	\$1,997.00	\$1,997.00	\$0.00	\$1,997.00	100.00%	\$0.00	\$0.00
10262.20-F10-08810.00-S	Interior Glass - Subcontract	\$1,997.00	\$1,997.00	\$0.00	\$1,997.00	100.00%	\$0.00	\$0.00
10262.30-F10-08810.00-S	Interior Glass - Subcontract	\$1,998.00	\$1,998.00	\$0.00	\$1,998.00	100.00%	\$0.00	\$0.00
10262.30-F10-08810.00-S	36 ea. B221 Seat Cover Dispensers	\$1,470.41		\$1,470.41	\$1,470.41	100.00%	\$147.04	\$1,323.37
	<b>TOTAL</b>	<b>\$75,747.41</b>	<b>\$74,277.00</b>	<b>\$1,470.41</b>	<b>\$75,747.41</b>	<b>100.00%</b>	<b>\$147.04</b>	<b>\$1,323.37</b>
		<b>H</b>	<b>I</b>	<b>G</b>	<b>A</b>	<b>J</b>	<b>K</b>	<b>E</b>

SHADED AREA FOR OPUS ACCOUNTING USE ONLY





OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

RECEIVED

NOV 04 2008

OPUS WEST-IRVINE

Change Order Date: 10/27/2008

Change Order #: 6

To Subcontract Agreement dated: 03/20/2008

Toilet Partitions & Accessories

CON-10262.00-36

TO: Anchor Construct Specialties  
7071 Carroll Road  
San Diego, CA 92121

PROJECT: Horizon Tech Center  
10301 Meanly Drive  
San Diego, CA 92131

CHANGE DETAILS

Item	Description	Amount
1	Cost increase to change out existing mail box to mail box with two front doors.	\$314.00
2	Cost increase to change out existing mail box to mail box with two front doors.	\$315.00
3	Cost increase to change out existing mail box to mail box with two front doors.	\$215.00
		<u>\$944.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.10-F10-08810.00-S	\$1,997.00	\$0.00	\$1,997.00
10262.10-F10-10220.00-S	\$10,222.00	\$0.00	\$10,222.00
10262.10-F10-10270.00-S	\$9,730.00	\$0.00	\$9,730.00
10262.10-F10-10550.00-S	\$1,495.00	\$314.00	\$1,809.00
10262.10-F10-10600.00-S	\$1,000.00	\$0.00	\$1,000.00
10262.20-F10-08810.00-S	\$1,997.00	\$0.00	\$1,997.00
10262.20-F10-10220.00-S	\$10,222.00	\$0.00	\$10,222.00
10262.20-F10-10270.00-S	\$9,730.00	\$0.00	\$9,730.00
10262.20-F10-10550.00-S	\$1,495.00	\$315.00	\$1,810.00
10262.20-F10-10600.00-S	\$1,000.00	\$0.00	\$1,000.00
10262.30-F10-08810.00-S	\$1,998.00	\$0.00	\$1,998.00
10262.30-F10-10220.00-S	\$10,224.00	\$0.00	\$10,224.00
10262.30-F10-10270.00-S	\$9,728.00	\$0.00	\$9,728.00
10262.30-F10-10550.00-S	\$1,495.00	\$315.00	\$1,810.00
10262.30-F10-10600.00-S	\$1,000.00	\$0.00	\$1,000.00
	<u>\$73,333.00</u>	<u>\$944.00</u>	<u>\$74,277.00</u>

Original Contract Amount..... \$44,298.00

Previously Approved Change Orders..... \$29,035.00

Amount this Change Order..... \$944.00

Contract Amount to Date..... \$74,277.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Anchor Construct Specialties

OPUS West Construction Corporation

*David Steppard*  
\_\_\_\_\_  
David Steppard  
Printed Name

*10/27/08*  
\_\_\_\_\_  
Date

*pk*  
\_\_\_\_\_  
Andrew Ranallo  
Printed Name

*11/15/08*  
\_\_\_\_\_  
Date

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

*cu*



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

RECEIVED

OCT 22 2008

OPUS WEST-IRVINE

Change Order Date: 10/16/2008

Change Order #: 5

To Subcontract Agreement dated: 03/20/2008

Toilet Partitions &amp; Accessories

CON-10262.00-36

TO: Anchor Construct Specialties  
7071 Carroll Road  
San Diego, CA 92121

PROJECT: Horizon Tech Center  
10301 Meanly Drive  
San Diego, CA 92131

## CHANGE DETAILS

Item	Description	Amount
1	Deletion of scope of work to install HC restroom signs.	\$(140.00)
2	Deletion of scope of work to install HC restroom signs.	\$(140.00)
3	Deletion of scope of work to install HC restroom signs.	\$(140.00)
		<u>\$(420.00)</u>

## SCHEDULE

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

## CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.10-F10-08810.00-S	\$1,997.00	\$0.00	\$1,997.00
10262.10-F10-10220.00-S	\$10,222.00	\$0.00	\$10,222.00
10262.10-F10-10270.00-S	\$9,870.00	\$(140.00)	\$9,730.00
10262.10-F10-10550.00-S	\$1,495.00	\$0.00	\$1,495.00
10262.10-F10-10600.00-S	\$1,000.00	\$0.00	\$1,000.00
10262.20-F10-08810.00-S	\$1,997.00	\$0.00	\$1,997.00
10262.20-F10-10220.00-S	\$10,222.00	\$0.00	\$10,222.00
10262.20-F10-10270.00-S	\$9,870.00	\$(140.00)	\$9,730.00
10262.20-F10-10550.00-S	\$1,495.00	\$0.00	\$1,495.00
10262.20-F10-10600.00-S	\$1,000.00	\$0.00	\$1,000.00
10262.30-F10-08810.00-S	\$1,998.00	\$0.00	\$1,998.00
10262.30-F10-10220.00-S	\$10,224.00	\$0.00	\$10,224.00
10262.30-F10-10270.00-S	\$9,868.00	\$(140.00)	\$9,728.00
10262.30-F10-10550.00-S	\$1,495.00	\$0.00	\$1,495.00
10262.30-F10-10600.00-S	\$1,000.00	\$0.00	\$1,000.00
	<u>\$73,753.00</u>	<u>\$(420.00)</u>	<u>\$73,333.00</u>

Original Contract Amount.....	\$44,298.00
Previously Approved Change Orders.....	\$29,455.00
Amount this Change Order.....	\$(420.00)
Contract Amount to Date.....	<u>\$73,333.00</u>

## ACKNOWLEDGEMENT

Please sign and return all original copies

Anchor Construct Specialties

OPUS West Construction Corporation

*David Sheppard*  
Printed Name

10-17-08  
Date

*Andrew Ranallo*  
Printed Name

10/22/08  
Date

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

*ll*

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SEP 15 2008



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

OPUS WEST-IRVINE

Change Order Date: 09/04/2008

Change Order #: 4

To Subcontract Agreement dated: 03/20/2008

Toilet Partitions &amp; Accessories

CON-10262,00-36

TO: Anchor Construct Specialties  
7071 Carroll Road  
San Diego, CA 92121

PROJECT: Horizon Tech Center  
10301 Meanly Drive  
San Diego, CA 92131

## CHANGE DETAILS

Item	Description	Amount
1	Subcontractor to provide mirrors for Building A.	\$1,997.00
2	Subcontractor to provide mirrors for Building B.	\$1,997.00
3	Subcontractor to provide mirrors for Building C.	<del>\$1,998.00</del>
		<b>\$5,992.00</b>

## SCHEDULE

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

## CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.10-F10-08810.00-S	\$0.00	\$1,997.00	\$1,997.00
10262.10-F10-10220.00-S	\$10,222.00	\$0.00	\$10,222.00
10262.10-F10-10270.00-S	\$9,870.00	\$0.00	\$9,870.00
10262.10-F10-10550.00-S	\$1,495.00	\$0.00	\$1,495.00
10262.10-F10-10600.00-S	\$1,000.00	\$0.00	\$1,000.00
10262.20-F10-08810.00-S	\$0.00	\$1,997.00	\$1,997.00
10262.20-F10-10220.00-S	\$10,222.00	\$0.00	\$10,222.00
10262.20-F10-10270.00-S	\$9,870.00	\$0.00	\$9,870.00
10262.20-F10-10550.00-S	\$1,495.00	\$0.00	\$1,495.00
10262.20-F10-10600.00-S	\$1,000.00	\$0.00	\$1,000.00
10262.30-F10-08810.00-S	\$0.00	\$1,998.00	\$1,998.00
10262.30-F10-10220.00-S	\$10,224.00	\$0.00	\$10,224.00
10262.30-F10-10270.00-S	\$9,868.00	\$0.00	\$9,868.00
10262.30-F10-10550.00-S	\$1,495.00	\$0.00	\$1,495.00
10262.30-F10-10600.00-S	\$1,000.00	\$0.00	\$1,000.00
	<b>\$67,761.00</b>	<b>\$5,992.00</b>	<b>\$73,753.00</b>

Original Contract Amount.....	\$44,298.00
Previously Approved Change Orders.....	\$23,463.00
Amount this Change Order.....	\$5,992.00
Contract Amount to Date.....	<b>\$73,753.00</b>

## ACKNOWLEDGEMENT

Please sign and return all original copies

Anchor Construct Specialties

*Roy L. Evans*  
Roy L. EVANS  
Printed Name

*9/8/08*  
Date

OPUS West Construction Corporation

*Andrew Ranallo*  
Andrew Ranallo  
Printed Name

*9/16/08*  
Date

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

*CR*



**OPUS West Construction Corporation**  
**SUBCONTRACT CHANGE ORDER**

**RECEIVED**

JUN 13 2008

**OPUS WEST-IRVINE**

Change Order Date: 04/23/2008

Change Order #: 1

To Subcontract Agreement dated: 03/20/2008

Toilet Partitions & Accessories

CON-10262.00-36

TO: Anchor Construct Specialties  
 7071 Carroll Road  
 San Diego, CA 92121

PROJECT: Horizon Tech Center  
 10301 Meanly Drive  
 San Diego, CA 92131

**CHANGE DETAILS**

Item	Description	Amount
1	Building A: Subcontractor will provide Pionite eggshell mosaic suede AW881 toilet partitions in lieu of those specified on the drawings dated February 20, 2008. The plastic laminate and adhesives used on the laminate must meet LEED requirements.	\$1,185.00
2	Building B: Subcontractor will provide Pionite eggshell mosaic suede AW881 toilet partitions in lieu of those specified on the drawings dated February 20, 2008. The plastic laminate and adhesives used on the laminate must meet LEED requirements.	\$1,185.00
3	Building C: Subcontractor will provide Pionite eggshell mosaic suede AW881 toilet partitions in lieu of those specified on the drawings dated February 20, 2008. The plastic laminate and adhesives used on the laminate must meet LEED requirements.	\$1,186.00
		<u>\$3,556.00</u>

**SCHEDULE**

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

**CONTRACT SUMMARY**

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.10-F10-10220.00-S	\$9,037.00	\$1,185.00	\$10,222.00
10262.10-F10-10270.00-S	\$4,729.00	\$0.00	\$4,729.00
10262.10-F10-10600.00-S	\$1,000.00	\$0.00	\$1,000.00
10262.20-F10-10220.00-S	\$9,037.00	\$1,185.00	\$10,222.00
10262.20-F10-10270.00-S	\$4,729.00	\$0.00	\$4,729.00
10262.20-F10-10600.00-S	\$1,000.00	\$0.00	\$1,000.00
10262.30-F10-10220.00-S	\$9,038.00	\$1,186.00	\$10,224.00
10262.30-F10-10270.00-S	\$4,728.00	\$0.00	\$4,728.00
10262.30-F10-10600.00-S	\$1,000.00	\$0.00	\$1,000.00
	<u>\$44,298.00</u>	<u>\$3,556.00</u>	<u>\$47,854.00</u>

Original Contract Amount..... \$44,298.00

Previously Approved Change Orders..... \$0.00

Amount this Change Order..... \$3,556.00

Contract Amount to Date..... \$47,854.00

**ACKNOWLEDGEMENT**

Please sign and return all original copies

Anchor Construct Specialties

OPUS West Construction Corporation

Printed Name

Date

Printed Name

Date

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

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APR 01 2008

OPUS WEST-IRVINE

Horizon Tech Center / 10262.00

/Toilet Partitions &amp; Accessories

Anchor Construct Specialties / David Sheppard

Contact Phone # 858-452-0562

Contact Fax # 858-452-9081

Payment Terms: Standard

**SUBCONTRACT AGREEMENT (Labor and Materials)**

This Subcontract Agreement ("Subcontract") is made as of this 20th day of March, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2050 Main St., Suite 800, Irvine, CA 92614, and Anchor Construct Specialties ("Subcontractor") with its office located at 7071 Carroll Road, San Diego, CA 92121.

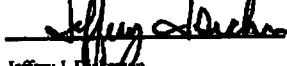
Contractor and Subcontractor agree as follows:

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 Horizon Tech Center ("Project"), located at 10301 Meany Drive, San Diego, CA 92131 ("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 Opus West Corporation ("Owner").
4. **Architect/Engineer.** The architect and engineers ("Architect/Engineer") of record for the Project are:  
 Architect of Record: Opus Architects & Engineers, Inc.  
 Civil Engineer: PBS&J  
 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 07/09/2008. 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 \$ 44,298.00 ("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)

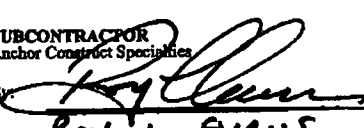
Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager  Andrew Ramallo

**CONTRACTOR**  
OPUS West Construction Corporation

By:   
 Jeffery J. Davidson  
 (Print Name)  
 Vice President of Construction  
 (Title)  
 4/11/08  
 (Date)

**SUBCONTRACTOR**  
Anchor Construct Specialties

By:   
 Roy L. EVANS  
 (Print Name)  
 PRESIDENT  
 (Title)  
 3/28/08  
 (Date)

ORIGINAL



Horizon Tech Center / 10262.00

Toilet Partitions &amp; Accessories

**RIDER A**

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Anchor Construct Specialties dated 03/20/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

**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 Toilet Partitions & Accessories 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
Demolition Specification	02050	07/05/2007
Earthwork Specification	02200	07/05/2007
Asphaltic Paving Specification	02510	07/05/2007
Site Concrete Specification	02520	07/05/2007
Site Utilities Specification	02600	07/05/2007
Landscape and Irrigation Specification	02900	08/16/2007
Cast In Place Concrete Specification	03002	08/16/2007
Reinforcing Steel Specification	03202	08/16/2007
Structural Metal Framing, Joists, and Deck Specification	05100	07/27/2007
Metal Fabrications Specification	05500	07/27/2007
Built-Up Roofing Specification	07510	09/19/2007
Sheet Metal Flashing and Trim Specification	07620	09/06/2007
Caulking and Sealants Specification	07900	08/16/2007
Wood Door Specification	08200	09/13/2007
Aluminum Framing & Glazing Systems Specification	08400	09/06/2007
Door Hardware Specification	08700	09/06/2007
Glazed Aluminum Curtainwalls Specification	08900	09/13/2007
Gypsum Board Assemblies Specification	09250	10/29/2007
Ceramic Tile Specification	09300	10/29/2007
Acoustical Ceilings Specification	09510	10/29/2007
Resilient Flooring & Base Specification	09650	10/29/2007
Carpet Specification	09680	10/29/2007
Painting Specification	09900	10/29/2007
Wallcovering Specification	09950	10/29/2007
Toilet Partitions Specification	10150	10/29/2007
Toilet Accessories Specification	10160	10/29/2007
Postal Specialties Specification	10550	10/29/2007
Window Blind Specification	12200	10/29/2007
Hydraulic Elevator Specification	14200	05/07/2007
General Mechanical Requirements Specification	15010	05/09/2007

Fire Protection Specification	15300	05/09/2007
Plumbing Specification	15400	03/09/2007
Heating, Ventilating, and Air Conditioning Specification	15500	05/09/2007
Energy Management System Specification	15800	05/09/2007
Electrical Specification	16000	05/09/2007
Title Sheet	A_T1.1	02/20/2008
Title 24 Energy Compliance	A_T1.2	02/20/2008
Fire Tested Assemblies and Penetrations	A_AC.1	02/20/2008
Architectural Site Plan	A_A1.1	02/20/2008
Site plan Details	A_A1.2	02/20/2008
First Level Floor Plan	A_A2.1	02/20/2008
Second Level Floor Plan	A_A2.2	02/20/2008
Roof Plan	A_A2.3	02/20/2008
Enlarged Floor Plans	A_A2.4	02/20/2008
Exterior Elevations	A_A3.1	02/20/2008
Wall Sections	A_A4.1	02/20/2008
Stair and Elevator Sections	A_A4.2	02/20/2008
Details	A_A5.1	02/20/2008
Partition Schedule and Details	A_A6.1	02/20/2008
Door Schedule and Hardware Groups	A_A6.2	02/20/2008
Interior Elevations	A_A7.1	02/20/2008
Interior Details	A_A8.1	02/20/2008
Reflected Ceiling plans	A_A9.1	02/20/2008
Enlarged Finish Plans	A_A10.1	02/20/2008
Title Sheet	A_S1	02/20/2008
Foudation Plan	A_S2	02/20/2008
Framing Plan level 02	A_S3	02/20/2008
Framing Plan, Roof	A_S4	02/20/2008
Tilt-Up Panel Wall Elevations	A_S5.1	02/20/2008
Tilt-Up Panel Wall Elevations	A_S5.2	02/20/2008
Tilt-Up Panel Wall Sections and Details	A_S5.3	02/20/2008
Sections and Details	A_S6	02/20/2008
Sections and Details	A_S7	02/20/2008
Sections and Details	A_S8	02/20/2008
Sections and Details	A_S9	02/20/2008
Sections and Details	A_S10	02/20/2008
Schedule, Notes, Legend, Details and T-24	A_M1.0a	01/02/2008
Site Plan and Equipment Pad Layout	A_M1.1a	01/02/2008
Mechanical HVAC 1st Floor Plan	A_M2.1a	01/02/2008
Mechanical HVAC 2nd Floor Plan	A_M2.2a	01/02/2008
Mechanical HVAC Roof Plan	A_M2.3a	01/02/2008

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Specifications and Calculations	A_P-1	11/15/2007
Site Plan	A_P-2	11/15/2007
First Floor Plan	A_P-3	11/15/2007
Second Floor Plan	A_P-4	11/15/2007
Roof Plan	A_P-5	11/15/2007
Restroom Details	A_P-6	11/15/2007
Restroom Details	A_P-7	11/15/2007
Note Sheet	A_E1.1	11/15/2007
Title 24	A_E1.2	11/15/2007
Lighting Detail Sheet	A_E1.3	11/15/2007
Site Plan Utility	A_E2.1	11/15/2007
Site Plan Lighting	A_E2.2	11/15/2007
First Floor Lighting Plan	A_E3.1	11/15/2007
First Floor Power Plan	A_E3.2	11/15/2007
Second Floor Lighting Plan	A_E4.1	11/15/2007
Second Floor Power Plan	A_E4.2	11/15/2007
Roof Plan	A_E5.1	11/15/2007
Single Line Diagram and Panel Schedules	A_E6.1	11/15/2007
Detail Sheet	A_E7.1	11/15/2007
Detail Sheet #2	A_E7.2	11/15/2007
Detail Sheet #3	A_E7.3	11/15/2007
Title Sheet	B_T1.1	02/20/2008
Title 24 Energy Compliance	B_T1.2	02/20/2008
Fire Tested Assemblies and Penetrations	B_AC.1	02/20/2008
Architectural Site Plan	B_A1.1	02/20/2008
Site Plan Details	B_A1.2	02/20/2008
First Level Floor Plan	B_A2.1	02/20/2008
Second Level Floor Plan	B_A2.2	02/20/2008
Roof Plan	B_A2.3	02/20/2008
Enlarged Floor Plans	B_A2.4	02/20/2008
Exterior Elevations	B_A3.1	02/20/2008
Wall Sections	B_A4.1	02/20/2008
Stair and Elevator Sections	B_A4.2	02/20/2008
Details	B_A5.1	02/20/2008
Partition Schedule and Details	B_A6.1	02/20/2008
Door Schedule and Hardware Group	B_A6.2	02/20/2008
Interior Elevations	B_A7.1	02/20/2008
Interior Details	B_A8.1	02/20/2008
Reflected Ceiling Plan	B_A9.1	02/20/2008
Enlarged Finish Plans	B_A10.1	02/20/2008
Title Sheet	B_S1	02/20/2008

Foundation Plan	B_S2	02/20/2008
Framing Plan Level 02	B_S3	02/20/2008
Framing Plan Roof	B_S4	02/20/2008
Tilt-Up Panel Wall Elevations	B_S5.1	02/20/2008
Tilt-Up Panel Wall Elevations	B_S5.2	02/20/2008
Tilt-Up Panel Wall Sections and Details	B_S5.3	02/20/2008
Sections and Details	B_S6	02/20/2008
Sections and Details	B_S7	02/20/2008
Sections and Details	B_S8	02/20/2008
Sections and Details	B_S9	02/20/2008
Sections and Details	B_S10	02/20/2008
Schedule, Notes, Legend, Details, and T-24	B_M1.0b	01/02/2008
Site Plan and Equipment Pad Layout	B_M1.1b	01/02/2008
Mechanical HVAC 1st Floor Plan	B_M2.1b	01/02/2008
Mechanical HVAC 2nd Floor Plan	B_M2.2b	01/02/2008
Mechanical HVAC Roof Plan	B_M2.3b	01/02/2008
Specifications and Calculations	B_P1	11/15/2007
Site Plan	B_P2	11/15/2007
First Floor Plan	B_P3	11/15/2007
Second Floor Plan	B_P4	11/15/2007
Roof Plan	B_P5	11/15/2007
Restroom Details	B_P6	11/15/2007
Restroom Details	B_P7	11/15/2007
Note Sheet	B_E1.1	11/15/2007
Title 24	B_E1.2	11/15/2007
Lighting Detail Sheet	B_E1.3	11/15/2007
Site Plan Utility	B_E2.1	11/15/2007
Site Plan Lighting	B_E2.2	11/15/2007
First Floor Lighting Plan	B_E3.1	11/15/2007
First Floor Power Plan	B_E3.2	11/15/2007
Second Floor Lighting Plan	B_E4.1	11/15/2007
Second Floor Power Plan	B_E4.2	11/15/2007
Roof Plan	B_E5.1	11/15/2007
Single Line Diagram and Panel Schedules	B_E6.1	11/15/2007
Detail Sheet	B_E7.1	11/15/2007
Detail Sheet #2	B_E7.2	11/15/2007
Detail Sheet #3	B_E7.3	11/15/2007
Title Sheet	C_T1.1	02/20/2008
Title 24 Energy Compliance	C_T1.2	02/20/2008
Fire Tested Assemblies and Penetrations	C_AC.1	02/20/2008
Architectural Site Plan	C_A1.1	02/20/2008

Site Plan Details	C_A1.2	02/20/2008
First Level Floor Plan	C_A2.1	02/20/2008
Second Level Floor Plan	C_A2.2	02/20/2008
Roof Plan	C_A2.3	02/20/2008
Enlarged Floor Plan	C_A2.4	02/20/2008
Exterior Elevations	C_A3.1	02/20/2008
Wall Sections	C_A4.1	02/20/2008
Stair and Elevator Sections	C_A4.2	02/20/2008
Details	C_A5.1	02/20/2008
Partition Schedule and Details	C_A6.1	02/20/2008
Door Schedule and Hardware Groups	C_A6.2	02/20/2008
Interior Elevations	C_A7.1	02/20/2008
Interior Details	C_A8.1	02/20/2008
Reflected Ceiling Plan	C_A9.1	02/20/2008
Enlarged Finish Plans	C_10.1	02/20/2008
Title Sheet	C_S1	02/20/2008
Foundation Plan	C_S2	02/20/2008
Framing Plan Level 02	C_S3	02/20/2008
Framing Plan Roof	C_S4	02/20/2008
Tilt-Up Panel Wall Elevations	C_S5.1	02/20/2008
Tilt-Up Panel Wall Elevations	C_S5.2	02/20/2008
Tilt-Up Wall Sections and Details	C_S5.3	02/20/2008
Sections and Details	C_S6	02/20/2008
Sections and Details	C_S7	02/20/2008
Sections and Details	C_S8	02/20/2008
Sections and Details	C_S9	02/20/2008
Sections and Details	C_S10	02/20/2008
Schedule, Notes, Legends, Details and T-24	C_M1.0c	01/02/2008
Site Plan and Equipment Pad Layout	C_M1.1c	01/02/2008
Mechanical HVAC 1st Floor Plan	C_M2.1c	01/02/2008
Mechanical HVAC 2nd Floor Plan	C_M2.2c	01/02/2008
Mechanical HVAC Roof Plan	C_M2.3c	01/02/2008
Specifications and Calculations	C_P1	11/15/2007
Site Plan	C_P2	11/15/2007
First Floor Plan	C_P3	11/15/2007
Second Floor Plan	C_P4	11/15/2007
Roof Plan	C_P5	11/15/2007
Restroom Details	C_P6	11/15/2007
Restroom Details	C_P7	11/15/2007
Note Sheet	C_E1.1	11/15/2007
Title 24	C_E1.2	11/15/2007

Lighting Detail Sheet	C_E1.3	11/15/2007
Site Plan Utility	C_E2.1	11/15/2007
Site Plan Lighting	C_E2.2	11/15/2007
First Floor Lighting Plan	C_E3.1	11/15/2007
First Floor Power Plan	C_E3.2	11/15/2007
Second Floor Lighting Plan	C_E4.1	11/15/2007
Second Floor Power Plan	C_E4.2	11/15/2007
Roof Plan	C_E5.1	11/15/2007
Single Line Diagram and Panel Schedules	C_E6.1	11/15/2007
Detail Sheet	C_E7.1	11/15/2007
Detail Sheet #2	C_E7.2	11/15/2007
Detail Sheet #3	C_E7.3	11/15/2007
Grading Plans	1-D	10/23/2007
Grading Plans	2-D	10/23/2007
Grading Plans	3-D	10/23/2007
Grading Plans	4-D	10/23/2007
Grading Plans	5-D	10/23/2007
Detail Sheet Plan	6-D	10/23/2007
Erosion Control Plan	7-D	10/23/2007
Retaining Wall Profile	8-D	10/23/2007
Private Water Plans	9-D	10/23/2007
Private Water Plans	10-D	10/23/2007
Storm Drain and Sewer Plan	11-D	10/23/2007
Striping Plans	12-D	10/23/2007
Demolition Plan	13-D	10/23/2007
Horizontal Control Plan	14-D	10/23/2007
Horizontal Control Plan	15-D	10/23/2007
Environmental Requirements Sheet	16-D	10/23/2007
Verdure/Candura Wall	Sheet 1 of 7	11/13/2007
Verdure/Candura Wall	Sheet 2 of 7	11/13/2007
Verdure/Candura Wall	Sheet 3 of 7	11/13/2007
Verdure/Candura Wall	Sheet 4 of 7	11/13/2007
Verdure/Candura Wall	Sheet 5 of 7	11/13/2007
Verdure/Candura Wall	Sheet 6 of 7	11/13/2007
Verdure/Candura Wall	Sheet 7 of 7	11/13/2007
Landscape Title Sheet	L0.1	10/10/2007
Landscape Construction Plan	L1.1	10/10/2007
Landscape Construction Plan	L1.2	10/10/2007
Landscape Construction Plan	L1.3	10/10/2007
Landscape Construction Plan	L1.4	10/10/2007
Landscape Construction Plan	L1.5	10/10/2007

Landscape Construction Details and Notes	L2.1	10/10/2007
Landscape Irrigation Plan	L3.1	10/10/2007
Landscape Irrigation Plan	L3.2	10/10/2007
Landscape Irrigation Plan	L3.3	10/10/2007
Landscape irrigation Plan	L3.4	10/10/2007
Landscape Irrigation Plan	L3.5	10/10/2007
Landscape Irrigation Legend and Notes	L4.1	10/10/2007
Landscape Irrigation Details	L4.2	10/10/2007
Landscape Irrigation Details	L4.3	10/10/2007
Landscape Planting Plan	L5.1	10/10/2007
Landscape Planting Plan	L5.2	10/10/2007
Landscape Planting Plan	L5.3	10/10/2007
Landscape Planting Plan	L5.4	10/10/2007
Landscape Planting Plan	L5.5	10/10/2007
Landscape Planting Details and Notes	L6.1	10/10/2007
Landscape Specifications	L7.1	10/10/2007
Landscape Specifications	L7.2	10/10/2007
Landscape Specifications	L7.3	10/10/2007
Landscape Specifications	L7.4	08/16/2007
Landscape Specifications	L7.5	08/16/2007

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

Description	Date
Outline Specification	01/12/2007
Development Timeplan	04/25/2007
Special Conditions of Subcontract	04/25/2007
Supplemental General Conditions of Subcontract	04/25/2007
General Conditions of Subcontract	04/25/2007
Geotechnical Investigation	01/22/2007

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:

- Subcontractor shall provide all restroom accessories, toilet partitions, ADA grab bars, and interior signage.
- Subcontractor shall provide mop racks and FRP wainscoting at janitor's closets.
- Subcontractor shall provide all fire extinguishers and extinguisher cabinets.
- Subcontractor acknowledges that the Contractor is going for LEED Silver and therefore will provide all documentation and material to meet LEED requirements.
- Subcontractor shall provide urea-formaldehyde free wood for all composite wood materials including but not limited to plywood, MDF, and particle board. Subcontractor shall ensure all substrates for veneers, trim, and laminates meet this ure-formaldehyde criteria.



**This Subcontract excludes the following:**

- a. General Building Permit.
- b. Performance or Payment Bond.
- c. Mirrors.
- d. Blocking/Backing.

**2. Schedule, Subcontractor's Work**

Description	Planned Start	Planned End	Planned Duration
Building B Toilet Partitions & Toilet Accessories	06/09/2008	06/10/2008	2 days
Building A Toilet Partitions & Toilet Accessories	06/16/2008	06/17/2008	2 days
Building C Toilet Partitions & Toilet Accessories	06/23/2008	06/24/2008	2 days

**Schedule Notes**

The milestone dates may move to an earlier date so be aware of this when scheduling. The Subcontractor will be contacted by the Contractor with any changes in the milestone dates.

**3. Subcontract Sum Breakdown****Subcontract Recap**

Sub-Job Number	Sub-Job Name	Name	Rate
10262.10	Building A	Building A: Toilet Partitions	\$9,037.00
10262.20	Building B	Building B: Toilet Partitions	\$9,037.00
10262.30	Building C	Building C: Toilet Partitions	\$9,038.00
10262.10	Building A	Building A: Toilet Accessories	\$4,729.00
10262.20	Building B	Building B: Toilet Accessories	\$4,729.00
10262.30	Building C	Building C: Toilet Accessories	\$4,728.00
10262.10	Building A	Building A: Fire Extinguisher/Cabinets	\$1,000.00
10262.20	Building B	Building B: Fire Extinguisher/Cabinets	\$1,000.00
10262.30	Building C	Building C: Fire Extinguisher/Cabinets	\$1,000.00
<b>Total</b>			<b>\$ 44,298.00</b>

**Subcontract Sum Breakdown**

Name	Account Code	Amount
Toilet Partitions - Subcontract	10262.10-F10-10220.00-S	\$9,037.00
Toilet Accessories - Subcontract	10262.10-F10-10270.00-S	\$4,729.00
Fire Ext/Cabinets - Subcontract	10262.10-F10-10600.00-S	\$1,000.00
Toilet Partitions - Subcontract	10262.20-F10-10220.00-S	\$9,037.00
Toilet Accessories - Subcontract	10262.20-F10-10270.00-S	\$4,729.00
Fire Ext/Cabinets - Subcontract	10262.20-F10-10600.00-S	\$1,000.00
Toilet Partitions - Subcontract	10262.30-F10-10220.00-S	\$9,038.00
Toilet Accessories - Subcontract	10262.30-F10-10270.00-S	\$4,728.00
Fire Ext/Cabinets - Subcontract	10262.30-F10-10600.00-S	\$1,000.00
<b>Total</b>		<b>\$44,298.00</b>

**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

R cl

**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**

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**Horizon Tech Center / 10262.00  
Toilet Partitions & Accessories****RIDER B**

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Anchor Construct Specialties dated 03/20/2008. 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. 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 4. 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; (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; and (iv) shall be triggered by the assertion of a Claim against any Indemnitee without the requirement that it first be determined that Subcontractor or any Subcontractor Party was negligent or otherwise at fault or that the Claim has any merit. Subcontractor's failure to procure specific contractual liability and other types of insurance for the benefit of any Indemnitees, as required under the Subcontract Documents, will not render the foregoing provisions unenforceable under any applicable law.

(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 laws, 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.

**Section 5. Waiver.**

Subcontractor hereby waives the benefits of, and Subcontractor's rights under, California Business and Professions Code Section 7108.5 to the fullest extent the same may be waived by Subcontractor under applicable Laws.

**Section 6. SWPPP.**

Subcontractor shall comply with (i) all applicable water quality Laws, including those enforced by the California State Water Resources Control Board (the "SWRCB") and the Regional Water Quality Control Board (Region 9); (ii) the National Pollutant Discharge Elimination System and the Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (SWRCB Order No. 99-08-DWQ) and all amendments and modifications thereto; (iii) any Storm Water Pollution Prevention Plan applicable to the Project (as modified from time to time, the "SWPPP") and all associated Best Management Practices; and (iv) City and/or County ordinances, guidelines, and manuals applicable to stormwater discharges from construction sites. If Subcontractor observes any violation of any Laws, it shall immediately correct such violation. Any Work performed by Subcontractor that is not in compliance with applicable Laws shall be redone in compliance with applicable Laws at Subcontractor's sole expense. The SWPPP is a part of the Subcontract Documents.

**Section 7. California License Law.**

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

Contractor's California License No.

509591

Subcontractor's California License No.

438185**END OF RIDER B**

B u

Horizon Tech Center / 10262.00

Toilet Partitions &amp; Accessories

**RIDER C**

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Anchor Construct Specialties dated 03/20/2008. 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.

**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**



**OPUS West Construction Corporation**  
**SUBCONTRACT CHANGE ORDER**

Change Order Date: 04/01/2009

Bathroom &amp; Office Accessories/Fire Extinguishers

Change Order #: 1

CON-11152.00-16

To Subcontract Agreement dated: 10/13/2008

See Cost Breakdown

TO: Anchor Construct Specialties  
 7071 Carroll Road  
 San Diego, CA 92121

PROJECT: Lockheed Martin TI  
 10301, 10325, 10343 Meanley Drive  
 San Diego, CA 92131

**CHANGE DETAILS**

Item	Description	Amount
1	subcontractor shall provide seat cover containers at all bathroom stalls	\$1,471.00
2	Subcontractor shall provide FRP at kitchen	\$4,518.00
		<u>\$5,989.00</u>

**SCHEDULE**

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

**CONTRACT SUMMARY**

Cost Code	Previous Amount	This Change Order	Current Contract Amount
11152.00-F10-10270.00-S	\$1,860.00	\$5,989.00	\$7,849.00
11152.00-F10-10600.00-S	\$3,492.00	\$0.00	\$3,492.00
	<u>\$5,352.00</u>	<u>\$5,989.00</u>	<u>\$11,341.00</u>

Original Contract Amount.....	\$2,327.00
Previously Approved Change Orders.....	\$3,025.00
Amount this Change Order.....	\$5,989.00
Contract Amount to Date.....	<u>\$11,341.00</u>

**ACKNOWLEDGEMENT**

Please sign and return all original copies

Anchor Construct Specialties

OPUS West Construction Corporation

David Sheppard, GM. 4/16/09  
 Printed Name Date

Andrew Ramallo  
 Printed Name Date

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

The work covered by this Subcontract Change Order will be performed under the same terms and conditions as those in the Subcontract Agreement. Subcontractor agrees this Subcontract Change Order is inclusive of all Subcontractor's claims for additional compensation for work heretofore authorized or performed beyond the scope of the Subcontract Agreement as amended this date. No other claims will be accepted by Contractor.



Lockheed Martin TI / 11152.00  
 See Cost Breakdown /Bathroom & Office Accessories/Fire Extinguishers  
 Anchor Construct Specialties / David Sheppard  
 Contact Phone # 858-452-0562  
 Contact Fax # 858-452-9081  
 Payment Terms: Standard

### SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 13th day of October, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2050 Main St., Suite 800, Irvine, CA 92614, and Anchor Construct Specialties ("Subcontractor") with its office located at 7071 Carroll Road, San Diego, CA 92121.

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 Lockheed Martin TI ("Project"), located at 10301, 10325, 10343 Meanley Drive, San Diego, CA 92131 ("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 Sequoia Realty Limited Partnership ("Owner").
4. **Architect/Engineer.** The architect and engineers ("Architect/Engineer") of record for the Project are:  
 Architect of Record: Smith Consulting Architects  
 Civil Engineer: PBS&J  
 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. 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 \$ 2,327.00 ("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 AR  
 Andrew Ranallo

CONTRACTOR  
 OPUS West Construction Corporation

By: Jeffery Dickerson  
 Jeffery Dickerson  
 (Print Name)  
 Vice President of Construction  
 (Title)  
11/20/08  
 (Date)

SUBCONTRACTOR  
 Anchor Construct Specialties

By: Roy L. Evans  
 Roy L. EVANS  
 (Print Name)  
PRESIDENT  
 (Title)  
10/23/08  
 (Date)

RECEIVED

OCT 27 2008

OPUS WEST-IRVINE

ORIGINAL

*Handwritten initials*



Lockheed Martin TI / 11152.00  
Bathroom & Office Accessories/Fire Extinguishers

### RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Anchor Construct Specialties dated 10/13/2008. 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 Bathroom & Office Accessories/Fire Extinguishers 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
Title Sheet	A TS1	07/15/2008
General Notes	A TS2	07/15/2008
Site Plan	A AS.1	07/15/2008
First Floor Exiting Plan	A EX.1	07/15/2008
Second Floor Exiting Plan	A EX.2	07/15/2008
First Floor Plan	A A1	07/15/2008
Second Floor Plan	A A2	07/15/2008
First Floor Reflected Ceiling Plan	A A2.1	07/15/2008
Second Floor Reflected Ceiling Plan	A A2.2	07/15/2008
Door Schedule/Details	A A3.1	07/15/2008
Details	A AD1	07/15/2008
Schedules	M-1A	07/15/2008
First Floor Plan	M-2A	07/15/2008
Second Floor Plan	M-3A	07/15/2008
First Floor Piping Plan	M-4A	07/15/2008
Second Floor Piping Plan	M-5A	07/15/2008
Title 24 Calcs	M-6A	07/15/2008
Schedules, Notes, Details	PA-01	07/15/2008
First Floor Plan	PA-1.0	07/15/2008
Second Floor Plan	PA-1.1	07/15/2008
Note Sheet	E1.1A	07/15/2008
Luminaire Schedule	E1.2A	07/15/2008
Title 24 Calcs	E1.3A	07/15/2008
First Floor Lighting Plan	E2.1A	07/15/2008
Second Floor Lighting Plan	E2.2A	07/15/2008
Horizon Tech Center	A_A6.2	02/20/2008
First Floor Power Plan	E3.1A	07/15/2008
Second Floor Power Plan	E3.2A	07/15/2008
Roof Power Plan	E4.1A	07/15/2008
Singleline Diagram	E5.1A	07/15/2008
Panel Schedules	E6.1A	07/15/2008

Detail Sheet 1	E7.1A	07/15/2008
Detail Sheet 2	E7.2A	07/15/2008
Title Sheet	B TS1	07/15/2008
General Notes	B TS2	07/15/2008
Site Plan	B AS.1	07/15/2008
First Floor Exiting Plan	B EX.1	07/15/2008
Second Floor Exiting Plan	B EX.2	07/15/2008
First Floor Plan	B A1	07/15/2008
Second Floor Plan	B A2	07/15/2008
First Floor Reflected Ceiling Plan	B A2.1	07/15/2008
Second Floor Reflected Ceiling Plan	B A2.2	07/15/2008
Door Schedule/Details	B A3.1	07/15/2008
Details	B AD1	07/15/2008
Schedules	M-1B	07/15/2008
First Floor Plan	M-2B	07/15/2008
Second Floor Plan	M-3B	07/15/2008
Roof Plan	M-4B	07/15/2008
First Floor Piping Plan	M-5B	07/15/2008
Second Floor Piping Plan	M-6B	07/15/2008
Title 24 Calcs	M-7B	07/15/2008
Schedules, Notes, Details	PB-01	07/15/2008
First Floor Plan	PB-1.0	07/15/2008
Second Floor Plan	PB-1.1	07/15/2008
Note Sheet	E1.1B	07/15/2008
Luminaire Schedule	E1.2B	07/15/2008
Title 24 Calcs	E1.3B	07/15/2008
First Floor Lighting Plan	E2.1B	07/15/2008
Second Floor Lighting Plan	E2.2B	07/15/2008
First Floor Power Plan	E3.1B	07/15/2008
Second Floor Power Plan	E3.2B	07/15/2008
Roof Power Plan	E4.1B	07/15/2008
Singleline Diagram	E5.1B	07/15/2008
Panel Schedules	E6.1B	07/15/2008
Detail Sheet 1	E7.1B	07/15/2008
Detail Sheet 2	E7.2B	07/15/2008
Title Sheet	C TS1	07/15/2008
General Notes	C TS2	07/15/2008
Site Plan	C AS.1	07/15/2008
First Floor Exiting Plan	C EX.1	07/15/2008
Second Floor Exiting Plan	C EX.2	07/15/2008
First Floor Plan	C A1	07/15/2008

Second Floor Plan	C A2	07/15/2008
First Floor Reflected Ceiling Plan	C A2.1	07/15/2008
Second Floor Reflected Ceiling Plan	C A2.2	07/15/2008
Door Schedules/Details	C A3.1	07/15/2008
Details	C AD1	07/15/2008
Schedules	M-1C	07/15/2008
First Floor Plan	M-2C	07/15/2008
Second Floor Plan	M-3C	07/15/2008
First Floor Piping Plan	M-4C	07/15/2008
Second Floor Piping Plan	M-5C	07/15/2008
Title 24 Calcs	M-6C	07/15/2008
Schedules, Notes, Details	PC-01	07/15/2008
First Floor Plan	PC-1.0	07/15/2008
Second Floor Plan	PC-1.1	07/15/2008
Note Sheet	E1.1C	07/15/2008
Luminaire Schedule	E1.2C	07/15/2008
Title 24 Calcs	E1.3C	07/15/2008
First Floor Lighting Plan	E2.1C	07/15/2008
Second Floor Lighting Plan	E2.2C	07/15/2008
First Floor Power Plan	E3.1C	07/15/2008
Second Floor Power Plan	E3.2C	07/15/2008
Roof Power Plan	E4.1C	07/15/2008
Singleline Diagram	E5.1C	07/15/2008
Panel Schedules	E6.1C	07/15/2008
Detail Sheet 1	E7.1C	07/15/2008
Detail Sheet 2	E7.2C	07/15/2008
Horizon Tech Center - Title Sheet	A_T1.1	02/20/2008
Horizon Tech Center - Title 24 Energy Compliance	A_T1.2	02/20/2008
Horizon Tech Center - Fire Tested Assemblies and Penetrations	A_AC.1	02/20/2008
Horizon Tech Center - Architectural Site Plan	A_A1.1	02/20/2008
Horizon Tech Center - Site Plan Details	A_A1.2	02/20/2008
Horizon Tech Center - First Level Floor Plan	A_A2.1	02/20/2008
Horizon Tech Center - Second Level Floor Plan	A_A2.2	02/20/2008
Horizon Tech Center - Roof Plan	A_A2.3	02/20/2008
Horizon Tech Center - Enlarged Floor Plans	A_A2.4	02/20/2008
Horizon Tech Center - Exterior Elevations	A_A3.1	02/20/2008
Horizon Tech Center - Wall Sections	A_A4.1	02/20/2008
Horizon Tech Center - Stair and Elevator Sections	A_A4.2	02/20/2008
Horizon Tech Center - Details	A_A5.1	02/20/2008
Horizon Tech Center - Partition Schedule and Details	A_A6.1	02/20/2008
Horizon Tech Center - Door Schedule and Hardware Groups	A_A6.2	02/20/2008

Interior Elevations	A_A7.1	02/20/2008
Horizon Tech Center - Interior Details	A_A8.1	02/20/2008
Horizon Tech Center - Reflected Ceiling Plans	A_A9.1	02/20/2008
Horizon Tech Center - Enlarged Finish Plans	A_A10.1	02/20/2008
Horizon Tech Center - Title Sheet	A_S1	02/20/2008
Horizon Tech Center - Foundation Plan	A_S2	02/20/2008
Horizon Tech Center - Framing Plan Level 02	A_S3	02/20/2008
Horizon Tech Center - Framing Plan, Roof	A_S4	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Elevations	A_S5.1	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Elevations	A_S5.2	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Sections and Details	A_S5.3	02/20/2008
Horizon Tech Center - Sections and Details	A_S6	02/20/2008
Horizon Tech Center - Sections and Details	A_S7	02/20/2008
Horizon Tech Center - Sections and Details	A_S8	02/20/2008
Horizon Tech Center - Sections and Details	A_S9	02/20/2008
Horizon Tech Center - Sections and Details	A_S10	02/20/2008
Horizon Tech Center - Schedule, Notes, Legend, Details and T-24	A_M1.0a	01/02/2008
Horizon Tech Center - Site Plan and Equipment Pad Layout	A_M1.1a	01/02/2008
Horizon Tech Center - Mechanical HVAC 1st Floor Plan	A_M2.1a	01/02/2008
Horizon Tech Center - Mechanical HVAC 2nd Floor Plan	A_M2.2a	01/02/2008
Horizon Tech Center - Mechanical HVAC Roof Plan	A_M2.3a	01/02/2008
Horizon Tech Center - Specifications and Calculations	A_P-1	11/15/2007
Horizon Tech Center - Site Plan	A_P-2	11/15/2007
Horizon Tech Center	A_P-3	11/15/2007
Horizon Tech Center - Second Floor Plan	A_P-4	11/15/2007
Horizon Tech Center - Roof Plan	A_P-5	11/15/2007
Horizon Tech Center - Restroom Details	A_P-6	11/15/2007
Horizon Tech Center - Restroom Details	A_P-7	11/15/2007
Horizon Tech Center - Note Sheet	A_E1.1	11/15/2007
Horizon Tech Center - Title 24	A_E1.2A	11/15/2007
Horizon Tech Center - Exterior Title 24	A_E1.2B	11/15/2007
Horizon Tech Center - Lighting Detail Sheet	A_E1.3	11/15/2007
Horizon Tech Center - Site Plan Utility	A_E2.1	11/15/2007
Horizon Tech Center - Site Plan Lighting	A_E2.2	11/15/2007
Horizon Tech Center - First Floor Lighting Plan	A_E3.1	11/15/2007
Horizon Tech Center - First Floor Power Plan	A_E3.2	11/15/2007
Horizon Tech Center - Second Floor Lighting Plan	A_E4.1	11/15/2007
Horizon Tech Center - Second Floor Power Plan	A_E4.2	11/15/2007
Horizon Tech Center - Roof Plan	A_E5.1	11/15/2007
Horizon Tech Center - Single Line Diagram and Panel Schedules	A_E6.1	11/15/2007
Horizon Tech Center - Detail Sheet	A_E7.1	11/15/2007

Horizon Tech Center - Detail Sheet #2	A_E7.2	11/15/2007
Horizon Tech Center - Detail Sheet #3	A_E7.3	11/15/2007
Horizon Tech Center - Title Sheet	B_T1.1	02/20/2008
Horizon Tech Center - Title 24 Energy Compliance	B_T1.2	02/20/2008
Horizon Tech Center - Fire Tested Assemblies and Penetrations	B_AC.1	02/20/2008
Horizon Tech Center - Fire Tested Assemblies and Penetrations	B_AC.1	02/20/2008
Horizon Tech Center - Architectural Site Plan	B_A1.1	02/20/2008
Horizon Tech Center	B_A1.2	02/20/2008
Horizon Tech Center - First Level Floor Plan	B_A2.1	02/20/2008
Horizon Tech Center - Second Level Floor Plan	B_A2.2	02/20/2008
Horizon Tech Center - Roof Plan	B_A2.3	02/20/2008
Horizon Tech Center - Enlarged Floor Plans	B_A2.4	02/20/2008
Horizon Tech Center - Exterior Elevations	B_A3.1	02/20/2008
Horizon Tech Center - Wall Sections	B_A4.1	02/20/2008
Horizon Tech Center - Stair and Elevator Sections	B_A4.2	02/20/2008
Horizon Tech Center - Details	B_A5.1	02/20/2008
Horizon Tech Center - Partition Schedule and Details	B_A6.1	02/20/2008
Horizon Tech Center - Door Schedule and Hardware Group	B_A6.2	02/20/2008
Horizon Tech Center - Interior Elevations	B_A7.1	02/20/2008
Horizon Tech Center - Interior Details	B_A8.1	02/20/2008
Horizon Tech Center - Reflected Ceiling Plan	B_A9.1	02/20/2008
Horizon Tech Center - Enlarged Finish Plans	B_A10.1	02/20/2008
Horizon Tech Center - Title Sheet	B_S1	02/20/2008
Horizon Tech Center - Foundation Plan	B_S2	02/20/2008
Horizon Tech Center - Framing Plan Level 02	B_S3	02/20/2008
Horizon Tech Center - Framing Plan Roof	B_S4	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Elevations	B_S5.1	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Elevations	B_S5.2	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Sections and Details	B_S5.3	02/20/2008
Horizon Tech Center - Sections and Details	B_S6	02/20/2008
Horizon Tech Center - Sections and Details	B_S7	02/20/2008
Horizon Tech Center - Sections and Details	B_S8	02/20/2008
Horizon Tech Center	B_S9	02/20/2008
Horizon Tech Center - Sections and Details	B_S10	02/20/2008
Horizon Tech Center - Schedule, Notes, Legend, Details and T-24	B_M1.0b	01/02/2008
Horizon Tech Center - Site Plan and Equipment Pad Layout	B_M1.1b	01/02/2008
Horizon Tech Center - Mechanical HVAC 1st Floor Plan	B_M2.1b	01/02/2008
Horizon Tech Center - Mechanical HVAC 2nd Floor Plan	B_M2.2b	01/02/2008
Horizon Tech Center - Mechanical HVAC Roof Plan	B_M2.3b	01/02/2008
Horizon Tech Center - Specifications and Calculations	B_P1	11/15/2007
Horizon Tech Center - Site Plan	B_P2	11/15/2007

Horizon Tech Center - First Floor Plan	B_P3	11/15/2007
Horizon Tech Center - Second Floor Plan	B_P4	11/15/2007
Horizon Tech Center - Roof Plan	B_P5	11/15/2007
Horizon Tech Center - Restroom Details	B_P6	11/15/2007
Horizon Tech Center - Restroom Details	B_P7	11/15/2007
Horizon Tech Center - Note Sheet	B_E1.1	11/15/2007
Horizon Tech Center - Title 24	B_E1.2A	11/15/2007
Horizon Tech Center - Exterior Title 24	B_E1.2B	11/15/2007
Horizon Tech Center	B_E1.3	11/15/2007
Horizon Tech Center	B_E2.1	11/15/2007
Horizon Tech Center	B_E2.2	11/15/2007
Horizon Tech Center - First Floor Lighting Plan	B_E3.1	11/15/2007
Horizon Tech Center - First Floor Power Plan	B_E3.2	11/15/2007
Horizon Tech Center - Second Floor Lighting Plan	B_E4.1	11/15/2007
Horizon Tech Center - Second Floor Power Plan	B_E4.2	11/15/2007
Horizon Tech Center	B_E5.1	11/15/2007
Horizon Tech Center - Single Line Diagram and Panel Schedules	B_E6.1	11/15/2007
Horizon Tech Center - Detail Sheet	B_E7.1	11/15/2007
Horizon Tech Center - Detail Sheet #2	B_E7.2	11/15/2007
Horizon Tech Center - Title Sheet	C_T1.1	02/20/2008
Horizon Tech Center - Title 24 Energy Compliance	C_T1.2	02/20/2008
Horizon Tech Center - Fire Tested Assemblies and Penetrations	C_AC.1	02/20/2008
Horizon Tech Center - Architectural Site Plan	C_A1.1	02/20/2008
Horizon Tech Center - Site Plan Details	C_A1.2	02/20/2008
Horizon Tech Center - First Level Floor Plan	C_A2.1	02/20/2008
Horizon Tech Center - Second Level Floor Plan	C_A2.2	02/20/2008
Horizon Tech Center - Roof Plan	C_A2.3	02/20/2008
Horizon Tech Center - Enlarged Floor Plan	C_A2.4	02/20/2008
Horizon Tech Center - Exterior Elevations	C_A3.1	02/20/2008
Horizon Tech Center - Wall Sections	C_A4.1	02/20/2008
Horizon Tech Center - Stair and Elevator Sections	C_A4.2	02/20/2008
Horizon Tech Center - Details	C_A5.1	02/20/2008
Horizon Tech Center - Partition Schedule and Details	C_A6.1	02/20/2008
Horizon Tech Center - Door Schedule and Hardware Groups	C_A6.2	02/20/2008
Horizon Tech Center - Interior Elevations	C_A7.1	02/20/2008
Horizon Tech Center - Interior Details	C_A8.1	02/20/2008
Horizon Tech Center - Reflected Ceiling Plan	C_A9.1	02/20/2008
Horizon Tech Center - Enlarged Finish Plans	C_A10.1	02/20/2008
Horizon Tech Center - Title Sheet	C_S1	02/20/2008
Horizon Tech Center - Foundation Plan	C_S2	02/20/2008
Horizon Tech Center - Framing Plan Level 2	C_S3	02/20/2008

Horizon Tech Center - Tilt-Up Panel Wall Elevations	C_S5.1	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Elevations	C_S5.2	02/20/2008
Horizon Tech Center - Tilt-Up Wall Sections and Details	C_S5.3	02/20/2008
Horizon Tech Center - Sections and Details	C_S6	02/20/2008
Horizon Tech Center - Sections and Details	C_S7	02/20/2008
Horizon Tech Center - Sections and Details	C_S8	02/20/2008
Horizon Tech Center - Sections and Details	C_S9	02/20/2008
Horizon Tech Center - Sections and Details	C_S10	02/20/2008
Horizon Tech Center - Schedule, Notes, Legends, Details and T-24	C_M1.0c	01/02/2008
Horizon Tech Center - Site Plan and Equipment Pad Layout	C_M1.1c	01/02/2008
Horizon Tech Center - Mechanical HVAC 1st Floor Plan	C_M2.1c	01/02/2008
Horizon Tech Center - Mechanical HVAC 2nd Floor Plan	C_M2.2c	01/02/2008
Horizon Tech Center - Mechanical HVAC Roof Plan	C_M2.3c	01/02/2008
Horizon Tech Center - Specifications and Calculations	C_P1	11/15/2007
Horizon Tech Center - Site Plan	C_P2	11/15/2007
Horizon Tech Center - First Floor Plan	C_P3	11/15/2007
Horizon Tech Center - Second Floor Plan	C_P4	11/15/2007
Horizon Tech Center - Second Floor Plan	C_P4	11/15/2007
Horizon Tech Center - Roof Plan	C_P5	11/15/2007
Horizon Tech Center - Restroom Details	C_P6	11/15/2007
Horizon Tech Center	C_P7	11/15/2007
Horizon Tech Center - Note Sheet	C_E1.1	11/15/2007
Horizon Tech Center - Title 24	C_E1.2A	11/15/2007
Horizon Tech Center - Exterior Title 24	C_E1.2B	11/15/2007
Horizon Tech Center - Lighting Detail Sheet	C_E1.3	11/15/2007
Horizon Tech Center - Site Plan Utility	C_E2.1	11/15/2007
Horizon Tech Center - Site Plan Lighting	C_E2.2	11/15/2007
Horizon Tech Center - First Floor Lighting Plan	C_E3.1	11/15/2007
Horizon Tech Center - First Floor Power Plan	C_E3.2	11/15/2007
Horizon Tech Center - Second Floor Lighting Plan	C_E4.1	11/15/2007
Horizon Tech Center - Second Floor Power Plan	C_E4.2	11/15/2007
Horizon Tech Center - Roof Plan	C_E5.1	11/15/2007
Horizon Tech Center - Single Line Diagram and Panel Schedules	C_E6.1	11/15/2007
Horizon Tech Center - Detail Sheet	C_E7.1	11/15/2007
Horizon Tech Center - Detail Sheet #2	C_E7.2	11/15/2007
Horizon Tech Center - Detail Sheet #3	C_E7.3	11/15/2007
First Floor - Building 'A'	A-1	06/02/2008
Second Floor - Building 'B'	A-2	06/02/2008
First Floor - Building 'B'	B-1	06/02/2008
Second Floor - Building 'B'	B-2	06/02/2008
First Floor - Building 'C'	C-1	06/02/2008

Second Floor - Building 'C'

C-2

06/02/2008

Field Bulletin

Date	Number	Name
09/29/2008	FB-11152.00-1	Lockheed Martin- Field Bulletin 1
10/06/2008	FB-11152.00-2	Lockheed- Revised Field Bulletin 2
10/07/2008	FB-11152.00-3	Lockheed- Field Bulletin 3

Supplemental Design Documents

Description	Date
Special Conditions of Subcontract	04/25/2007
Supplemental General Conditions of Subcontract	04/25/2007
General Conditions of Subcontract	04/25/2007

Other Documents

Description	Number	Date	Last Revision Date
Lockheed Martin TI Timeplan 9.2.08.PDF		9/18/2008	9/18/2008
Lockheed Martin RFI # 3 - Response (072408).pdf		9/9/2008	9/9/2008
Lockheed Martin RFI # 2-Response (072408).pdf		9/9/2008	9/9/2008
Lockheed Martin RFI # 1-Response (72408).pdf		9/9/2008	9/9/2008
Lockheed Martin RFI # 4 - Response (090908).pdf		9/9/2008	9/9/2008

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:

- Subcontractor shall provide all restroom accessories, mirrors and ADA grab bars.
- Subcontractor shall provide paper towel dispensers and soap dispensers at all cabinets with sinks. This includes the additional sink added in Building B outside the Conference Room B 251 per Lockheed Martin's request.
- Subcontractor shall provide all fire extinguishers and extinguisher cabinets.
- Subcontractor acknowledges that the Contractor is going for LEED Silver and therefore will provide all documentation and material to meet LEED requirements.

This Subcontract excludes the following:

- General Building Permit.
- Performance or Payment Bond.
- Blocking/Backing.
- Interior Signage.

1. Schedule, Subcontractor shall follow the project schedule titled "Lockheed Martin Development Time Plan" with a run date of September 2, 2008 and as described in Contractor's periodic updates to the Project Schedule and Contractor's Superintendent's two and three week look ahead schedules.

N/A

Schedule Notes

- In accordance with requirements as described in the project schedule titled "Lockheed Martin Development Time Plan" with a run date of September 2, 2008 and as described in Contractor's periodic updates to the Project Schedule and Contractor's Superintendent's two and three week look ahead schedules.
- Completion of all Tenant Improvement Bathroom & Office Accessories installation work for second floor building B 11/11/08
- Completion of all Tenant Improvement Bathroom & Office Accessories installation work for first floor building B 11/18/08
- Completion of all Tenant Improvement Bathroom & Office Accessories installation work for second floor building A 11/25/08
- Completion of all Tenant Improvement Bathroom & Office Accessories installation work for first floor building A 12/02/08
- Completion of all Tenant Improvement Bathroom & Office Accessories installation work for second floor building C 12/09/08
- Completion of all Tenant Improvement Bathroom & Office Accessories installation work for first floor building C 12/16/08
- Subcontractor shall make best efforts to accelerate the schedule.



**3. Subcontract Sum Breakdown****Subcontract Recap**

Sub-Job Number	Sub-Job Name	Name	Rate
11152.00	Lockheed Martin TI	Restroom & Office Accessories	\$1,758.00
11152.00	Lockheed Martin TI	Fire Extinguishers & Cabinets	\$569.00
Total			\$ 2,327.00

**Subcontract Sum Breakdown**

Name	Account Code	Amount
Toilet Accessories - Subcontract	11152.00-F10-10270.00-S	\$1,758.00
Fire Ext/Cabinets - Subcontract	11152.00-F10-10600.00-S	\$569.00
Total		\$2,327.00

**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 until :

**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**

N/A

The alternate prices shall be in effect until :

**Alternates Notes**

**END OF RIDER A**

Lockheed Martin TI / 11152.00  
Bathroom & Office Accessories/Fire Extinguishers

**RIDER B**

This Rider B is attached to and made a part of the Subcontract between OFUS West Construction Corporation and Anchor Construct Specialties dated 10/13/2008. 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. 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 4. 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; (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; and (iv) shall be triggered by the assertion of a Claim against any Indemnitee without the requirement that it first be determined that Subcontractor or any Subcontractor Party was negligent or otherwise at fault or that the Claim has any merit. 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.

(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 laws, 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.

**Section 5. Waiver.**

Subcontractor hereby waives the benefits of, and Subcontractor's rights under, California Business and Professions Code Section 7108.5 to the fullest extent the same may be waived by Subcontractor under applicable Laws.

**Section 6. SWPPP.**

Subcontractor shall comply with (i) all applicable water quality Laws, including those enforced by the California State Water Resources Control Board (the "SWRCB") and the Regional Water Quality Control Board (Region 9); (ii) the National Pollutant Discharge Elimination System and the Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (SWRCB Order No. 99-08-DWQ) and all amendments and modifications thereto; (iii) any Storm Water Pollution Prevention Plan applicable to the Project (as modified from time to time, the "SWPPP") and all associated Best Management Practices; and (iv) City and/or County ordinances, guidelines, and manuals applicable to stormwater discharges from construction sites. If Subcontractor observes any violation of any Laws, it shall immediately correct such violation. Any Work performed by Subcontractor that is not in compliance with applicable Laws shall be redone in compliance with applicable Laws at Subcontractor's sole expense. The SWPPP is a part of the Subcontract Documents.

**Section 7. California License Law.**

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION

Lockheed Martin TI / 11152.00

Bathroom &amp; Office Accessories/Fire Extinguishers

TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

Contractor's California License No.

509591

Subcontractor's California License No.

438185

END OF RIDER B



Lockheed Martin TI / 11152.00

Bathroom &amp; Office Accessories/Fire Extinguishers

**RIDER C**

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Anchor Construct Specialties dated 10/13/2008. 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.

**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**