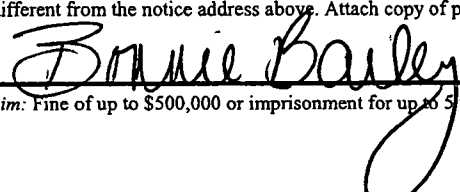


UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input type="checkbox"/> Opus West Corporation <input checked="" type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.	Case Number: <div style="text-align: center; font-size: 1.2em;">34360-bjh-11</div>	
<small>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.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <div style="display: flex; justify-content: space-between;"> <div> Bergelectric Corp. 650 Oppen Street Escondido, CA 92029 Phone: (760) 746-1003 </div> <div style="text-align: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 auto; width: 150px;"> RECEIVED SEP 02 2009 BMC GROUP </div> </div> </div>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <small>(If known)</small> Filed on:	
Name and address where notices should be sent: <div style="text-align: center;">Same as Above</div> Telephone number: (760) 746-1003 Email Address: bbailey@bergelectric.com	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name and address where payment should be sent (if different from above): <div style="text-align: center;">Same as Above</div> Telephone number: (760) 746-1003	<div style="border: 1px solid black; padding: 5px;"> 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: <div style="text-align: center; font-size: 1.2em;">\$</div> </div>	
1. Amount of Claim as of Date Case Filed: \$ <u>35,555.30</u> <small>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.</small> <small>If all or part of your claim is entitled to priority, complete item 5.</small> <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.	<div style="border: 1px solid black; padding: 5px;"> 2. Basis for Claim: <u>Electrical Services</u> <small>(See instruction #2 on reverse side.)</small> 3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ <small>(See instruction #3a on reverse side.)</small> 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input checked="" type="checkbox"/> Other Value of Property: \$ _____ Annual Interest Rate <u>10</u>% Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>35,555.30</u> Basis for perfection: <u>Mechanic's Lien</u> Amount Unsecured: \$ _____ </div>	
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____	<div style="border: 1px solid black; padding: 5px;"> FOR COURT USE ONLY </div>	
Date: <div style="text-align: center;">8/28/09</div>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="text-align: center; font-size: 1.5em;">  </div>	

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)

OPUS WEST



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 debtor 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.



Recording requested by: MAY - 1
BERGELECTRIC CORPORATION

APR 17, 2009 11:44 AM

And when recorded mail to:
BERGELECTRIC CORPORATION
 650 OPPER STREET
 ESCONDIDO, CA 92029

OFFICIAL RECORDS
 SAN DIEGO COUNTY RECORDER'S OFFICE
 DAVID L. BUTLER, COUNTY RECORDER
 FEES: 10.00

PAGES: 1



WO 11451

MECHANIC'S LIEN
 (Claim of Lien)

The undersigned, BERGELECTRIC CORP., referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and /or materials described below, furnished for a work of improvement upon that certain real property located in the City of Carlsbad, County of San Diego, State of California, and described as follows: Opus Point IV-3197 Lionshead Ave., Carlsbad, CA 92010.

After deducting all just credits and offsets, the sum of \$ 35,555.30 together with interest thereon at the rate of ten percent (10%) per annum from 12/16/08, is due Claimant for the following labor, services, equipment and/or materials furnished by Claimant: Furnished and installed electrical materials.

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is: Opus West Corp. 2050 Main Street Ste. 800 Irvine, CA 92614

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Opus West Corp. 2050 Main Street Ste. 800 Irvine, CA 92614

BERGELECTRIC CORPORATION

NAME OF CLAIMANT

BY:

Tami Nabors, Credit/Collections Coordinator

I, the undersigned, declare: I am the Credit/Collections Coordinator of Bergelectric Corporation, the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this Verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Escondido, CA

Dated: April 17, 2009

For all invoices entered on or before 07/22/09

Bergelectric Corporation
Accounts Receivable Open Items

For customer Opus West Construction
Corporation

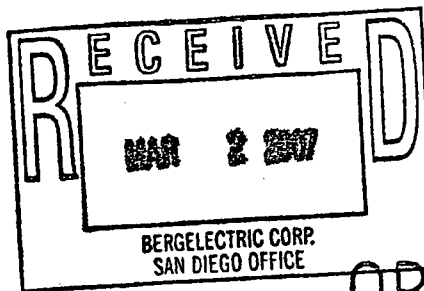
		Invoice		Amount		Date		Check#		Amount		Balance
		Cust Job#	Invoice	Date	Billed	Paid				Paid	Due	
11451 - Opus Point IV												
11451 - Opus West Construction Corporation	1030300	11451-1 V	06/30/08	35,352.00	09/05/08	109155	19,152.00	0.00				0.00
11451 - Opus West Construction Corporation	1030300	11451-1 Rev 1	06/30/08	19,152.00	09/05/08	109155	99,324.90	0.00				0.00
11451 - Opus West Construction Corporation	1030300	11451-2	07/16/08	99,324.90	09/05/08	110739	33,120.00	0.00				0.00
11451 - Opus West Construction Corporation	1030300	11451-3	08/19/08	33,120.00	10/02/08	112253	50,400.00	0.00				0.00
11451 - Opus West Construction Corporation	1030300	11451-4	09/12/08	50,400.00	11/03/08	113751	41,490.00	0.00				0.00
11451 - Opus West Construction Corporation	1030300	11451-5	10/15/08	41,490.00	12/03/08	115355	64,980.00	0.00				0.00
11451 - Opus West Construction Corporation	1030300	11451-6	11/21/08	64,980.00	01/07/09	116409	11,530.80	0.00				0.00
11451 - Opus West Construction Corporation	1030300	11451-7	12/16/08	11,530.80	03/26/09							0.00
11451 - Opus West Construction Corporation	1030300	11451-8	12/16/08	35,555.30								35,555.30
Total for Contract: 11451				355,553.00			319,997.70	35,555.30				

Grand Totals

3,453,812.00

3,418,256.70

35,555.30



10672 7:10:01 3/14/07

10303.02 Opus Point IV
1750000 / Electrical Design

\$18,000.00

Bergelectric Corporation / Tony Parra

Work #: 760-746-1003

Fax #: 760-746-0918

(Payment Terms: Standard)

ORIGINAL

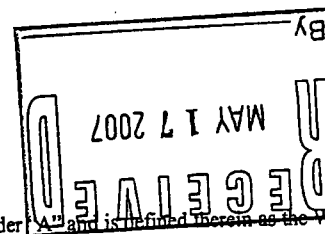
SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of February 6, 2007 by and between Opus West Construction Corporation ("Contractor"), with its office located at 2020 Main Street, Suite 800, Irvine, California 92614, and Bergelectric Corporation ("Subcontractor"), with its office located at 650 Oppen Street, Escondido, CA 92029.

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 Opus Point IV ("Project"), located at 3197 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
Civil Engineer: O'Day Consultants
Structural Engineer: Horowitz Taylor Kushkaki
5. Scope of Work. Subcontractor's scope of work for the Project is described in Paragraph 1 of 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 seven (7) 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 **August 1, 2007**. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager or superintendent, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of **EIGHTEEN THOUSAND & NO/00 DOLLARS (\$18,000.00)** ("Subcontract Sum"). The Subcontract Sum includes all applicable taxes for completion of the Work in accordance with the terms and conditions of the Subcontract Documents.
8. Riders. The following Riders are attached to and made a part of this Subcontract:
 - 8.1 Rider A (Work/Subcontract Documents/ Schedule /Subcontract Sum/ Pricing)
 - 8.2 Rider B (State Specific Provisions and Project Specific Modifications to the Subcontract and General Conditions)
 - 8.3 Rider C (Insurance)



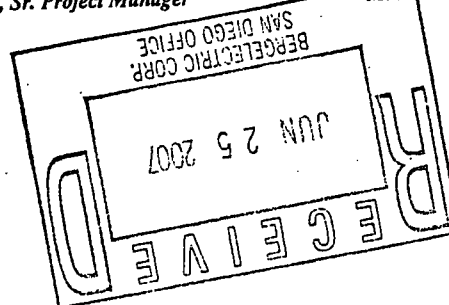
Contractor and Subcontractor sign as follows:

Approved by Contractor's Project Managers

Ralph Miller
Ralph Miller, Sr. Project Manager

Mike Helton
Mike Helton, Director

5.15.07

**EXECUTED***[Signature]*
Opus Initial*KB*
Subcontractor Initial

10303.02 Opus Point IV
1750000 / Electrical Design

\$18,000.00

Bergelectric Corporation / Tony Parra

Work #: 760-746-1003

Fax #: 760-746-0918

(Payment Terms: Standard)

CONTRACTOR

Opus West Construction Corporation

By: _____

Jeffery J. Dickerson

Vice President of Construction

(Title)

(Date)

10/20/07

SUBCONTRACTOR

Bergelectric Corporation

By: _____

Ken Bertalan

(Print Name)

Senior V.P. of Construction

(Title)

March 28, 2007

(Date)

RIDER A

(Work/Subcontract Documents/ Schedule /Subcontract Sum/ Pricing)

This Rider A is attached to and made a part of the Subcontract between Opus West Construction Corporation and Bergelectric Corporation dated February 6, 2007. 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, supervision and appurtenances necessary to complete all Electrical Design work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

CIVIL	Construction Drawings	DATE
	Lot 7	
Sheet 1 of 5	Precise Grading and Erosion Control Plans	01/16/2007
Sheet 2 of 5	Precise Grading Plans	01/16/2007
Sheet 3 of 5	Precise Grading Plans	01/16/2007
Sheet 4 of 5	Precise Grading Plans	01/16/2007
Sheet 5 of 5	Precise Grading Plans	01/16/2007
Sheet 1 of 3	Improvement Plans	01/16/2007
Sheet 2 of 3	Improvement Plans	01/16/2007
Sheet 3 of 3	Water and Sewer Plans	01/16/2007
	Lot 8	
Sheet 1 of 5	Precise Grading Plans	01/16/2007
Sheet 2 of 5	Precise Grading Plans	01/16/2007
Sheet 3 of 5	Precise Grading Plans	01/16/2007
Sheet 4 of 5	Erosion Control Plans	01/16/2007
Sheet 5 of 5	Erosion Control Plans	01/16/2007
Sheet 1 of 3	Improvement Plans	01/16/2007
Sheet 2 of 3	Improvement Plans	01/16/2007
Sheet 3 of 3	Water and Sewer Plans	01/16/2007
	Lots 9 & Por. 10	
Sheet 1 of 6	Precise Grading and Erosion Control Plans	12/11/2006
Sheet 2 of 6	Precise Grading Plans	12/11/2006
Sheet 3 of 6	Precise Grading Plans	12/11/2006
Sheet 4 of 6	Precise Grading Plans	12/11/2006
Sheet 5 of 6	Erosion Control Plans	12/11/2006
Sheet 6 of 6	Erosion Control Plans	12/11/2006
Sheet 1 of 5	Improvement Plans	12/11/2006
Sheet 2 of 5	Improvement Plans	12/11/2006

Sheet 3 of 5	Water and Private Sewer Plans	12/11/2006
Sheet 4 of 5	Water Plans	12/11/2006
Sheet 5 of 5	Water Plans	12/11/2006
	Por. Lot 10 & 11	
Sheet 1 of 6	Precise Grading and Erosion Control Plans	12/11/2006
Sheet 2 of 6	Precise Grading Plans	12/11/2006
Sheet 3 of 6	Precise Grading Plans	12/11/2006
Sheet 4 of 6	Precise Grading Plans	12/11/2006
Sheet 5 of 6	Erosion Control Plans	12/11/2006
Sheet 6 of 6	Erosion Control Plans	12/11/2006
Sheet 1 of 5	Improvement Plans	12/11/2006
Sheet 2 of 5	Improvement Plans	12/11/2006
Sheet 3 of 5	Water Plans	12/11/2006
Sheet 4 of 5	Water Plans	12/11/2006
Sheet 5 of 5	Water and Private Sewer Plans	12/11/2006

ARCHITECTURAL Construction Drawings 1-Submittal

	Lot 7-8	
TS-1	Title Sheet	01/12/07
TS-2	General Notes and Accessibility Notes	01/12/07
AS-1.0	Site Plan and Miscellaneous Notes	01/12/07
AS-2.1	Site Details	01/12/07
AS-2.2	Site Details	01/12/07
A1.1	Lot 7: Floor & Roof Plans & Elevations	01/12/07
A1.2	Lot 7: Enlarged 1" Floor/Mezz. Sections	01/12/07
A2.1	Lot 8: Floor & Roof Plans & Elevations	01/12/07
A2.2	Lot 8: Enlarged 1" Floor/Mezz. Sections	01/12/07
A3.1	Wall Sections	01/12/07
A3.2	Wall Sections, Enlarged Entry Elevation	01/12/07
A3.3	Stair Section, Details	01/12/07
A4.1	Door Schedules, Details	01/12/07
A4.2	Architectural Details	01/12/07
A4.3	Architectural Details	01/12/07
	Lot 9-11	
TS-1	Title Sheet	12/20/06
TS-2	General Notes and Accessibility Notes	12/20/06
AS-1.0	Overall Site Plan and Miscellaneous Notes	12/20/06
AS-1.1	Lot 9 - Site Plan and Miscellaneous Notes	12/20/06
AS-1.2	Lot 11 - Site Plan and Miscellaneous Notes	12/20/06
AS-2.1	Site Details	12/20/06
AS-2.2	Site Details	12/20/06
A1.1	Lot 9: Floor Plan & Notes	12/20/06
A1.2	Lot 9: Roof Plan & Notes	12/20/06

A1.3	Lot 9: Elevations	12/20/06
A1.4	Lot 9: Enlarges 1 st Floor/ Mezz., Sections	12/20/06
A2.1	Lot 11: Floor Plan & Notes	12/20/06
A2.2	Lot 11: Roof Plan & Notes	12/20/06
A2.3	Lot 11: Elevations	12/20/06
A2.4	Lot 11: Enlarges 1 st Floor/ Mezz., Sections	12/20/06
A3.1	Wall Sections	12/20/06
A3.2	Wall Sections, Enlarged Entry Elevation	12/20/06
A3.3	Stair Floor Plans & Section	12/20/06
A3.4	Stair Details	12/20/06
A4.1	Door Schedules, Details	12/20/06
A4.2	Architectural Details	12/20/06
A4.3	Architectural Details	12/20/06

STRUCTURAL Construction Drawings - 1 Submittal

Lots 7-8		
SP-1	General Notes	01/08/07
SP-2	General Details	01/08/07
S1-7	Lot 7 Foundation Plan	01/08/07
S2-7	Lot 7 Mezzanine Framing Plan	01/08/07
S3-7	Lot 7 Roof Framing Plan	01/08/07
S4-7	Lot 7 Panel Elevations	01/08/07
S5-7	Lot 7 Panel Elevations	01/08/07
S1-8	Lot 8 Foundation Plan	01/08/07
S2-8	Lot 8 Mezzanine Framing Plan	01/08/07
S3-8	Lot 8 Roof Framing Plan	01/08/07
S4-8	Lot 8 Panel Elevations	01/08/07
S5-8	Lot 8 Panel Elevations	01/08/07
SD-1	Details	01/08/07
SD-2	Details	01/08/07
SD-3	Details	01/08/07
SD-4	Details	01/08/07
SD-5	Details	01/08/07
SD-6	Details	01/08/07
SD-7	Details	01/08/07
Lots 9-11		
SP-1	General Notes	12/19/06
SP-2	General Details	12/19/06
S1.0-9,10	Lot 9 Foundation Plan	12/20/06
S1.1-9,10	Lot 9 Foundation Plan	12/20/06
S2-9,10	Lot 9 Mezzanine Framing Plan	12/20/06
S3.0-9,10	Lot 9 Roof Framing Plan	12/20/06
S3.1-9,10	Lot 9 Roof Framing Plan	12/20/06
S4-9,10	Lot 9 Panel Elevations	12/20/06
S5-9,10	Lot 9 Panel Elevations	12/20/06
S6-9,10	Lot 9 Panel Elevations	12/20/06

S1.0-11	Lot 11 Foundation Plan	12/20/06
S1.1-11	Lot 11 Foundation Plan	12/20/06
S2-11	Lot 11 Mezzanine Framing Plan	12/20/06
S3.0-11	Lot 11 Roof Framing Plan	12/20/06
S3.1-11	Lot 11 Roof Framing Plan	12/20/06
S4-11	Lot 11 Panel Elevations	12/20/06
S5-11	Lot 11 Panel Elevations	12/20/06
S6-11	Lot 11 Panel Elevations	12/20/06
SD-1	Details	12/20/06
SD-2	Details	12/20/06
SD-3	Details	12/20/06
SD-4	Details	12/20/06
SD-5	Details	12/20/06
SD-6	Details	12/20/06
SD-7	Details	12/20/06

PLUMBING Construction Drawings 1st Submittal

	Lots 7-8	
P0.1	Specifications and Calculations	01/08/07
P2.1-7	Building 7 Plumbing Plan	01/08/07
P2.1-8	Building 8 Plumbing Plan	01/08/07
	Lots 9-11	
P0.1	Title Sheet, Specifications and Calculations	11/16/06
P2.1-9	Building 9 Plumbing Plan	11/16/06
P2.1-11	Building 11 Plumbing Plan	11/16/06

ELECTRICAL Construction Drawings 1st Submittal

	Lot 7-8	
E1.1	Note Sheet	01/11/07
E2.1	Site Plan Utility	01/11/07
E2.2	Site Plan Lighting	01/11/07
E3.0	Title 24 Sheet	
E3.1	Lot 7 - 1 st Floor-Elec. Lighting & Power Plan	12/06/06
E4.1	Lot 8 - 1 st Floor-Elec. Lighting & Power Plan	12/06/06
	Lot 9	
E1.1	Note Sheet	12/21/06
E2.1	Site Plan Utility	12/21/06
E2.2	Site Plan Lighting	12/21/06
E3.1	Lot 9 - 1 st Floor-Elec. Lighting & Power Plan	12/21/06
	Lot 11	
E1.1	Note Sheet	12/21/06
E2.1	Site Plan Utility	12/21/06
E2.2	Site Plan Lighting	12/21/06
E3.1	Lot 11 - 1 st Floor-Elec. Lighting & Power Plan	12/21/06

LANDSCAPE Construction Drawings 1st Submittal

Lot 7		
L0.0	Recycled Water/ Title Sheet	01/08/07
L1.1	Construction Plan	01/08/07
L2.1	Construction Details & Notes	01/08/07
L3.1	Irrigation Plans	01/08/07
L4.1	Irrigation Legend	01/08/07
L4.2	Irrigation Details	01/08/07
L5.1	Planting Plans	01/08/07
L6.1	Planting Details & Notes	01/08/07
L7.1	Landscape Specifications	01/08/07
L7.2	Landscape Specifications	01/08/07
L7.3	Landscape Specifications	01/08/07
L7.4	Landscape Specifications	01/08/07
Lot 8		
L0.0	Recycled Water/ Title Sheet	01/08/07
L1.1	Construction Plan	01/08/07
L2.1	Construction Details & Notes	01/08/07
L3.1	Irrigation Plans	01/08/07
L4.1	Irrigation Legend	01/08/07
L4.2	Irrigation Details	01/08/07
L5.1	Planting Plans	01/08/07
L6.1	Planting Details & Notes	01/08/07
L7.1	Landscape Specifications	01/08/07
L7.2	Landscape Specifications	01/08/07
L7.3	Landscape Specifications	01/08/07
L7.4	Landscape Specifications	01/08/07
Lot 9		
L0.0	Recycled Water/ Title Sheet	12/20/06
L1.1	Construction Plan	12/20/06
L1.2	Construction Plan	12/20/06
L2.1	Construction Details & Notes	12/20/06
L3.1	Irrigation Plans	12/20/06
L3.2	Irrigation Plans	12/20/06
L4.1	Irrigation Legend	12/20/06
L4.2	Irrigation Details	12/20/06
L5.1	Planting Plans	12/20/06
L5.2	Planting Plans	12/20/06
L6.1	Planting Details & Notes	12/20/06
L7.1	Landscape Specifications	12/20/06
L7.2	Landscape Specifications	12/20/06
L7.3	Landscape Specifications	12/20/06
L7.4	Landscape Specifications	12/20/06
Lot 11		
L0.0	Recycled Water/ Title Sheet	12/20/06
L1.1	Construction Plan	12/20/06
L1.2	Construction Plan	12/20/06

L2.1	Construction Details & Notes	12/20/06
L3.1	Irrigation Plans	12/20/06
L3.2	Irrigation Plans	12/20/06
L4.1	Irrigation Legend	12/20/06
L4.2	Irrigation Details	12/20/06
L5.1	Planting Plans	12/20/06
L5.2	Planting Plans	12/20/06
L6.1	Planting Details & Notes	12/20/06
L7.1	Landscape Specifications	12/20/06
L7.2	Landscape Specifications	12/20/06
L7.3	Landscape Specifications	12/20/06
L7.4	Landscape Specifications	12/20/06

Specifications:

<u>SECTION #</u>	<u>TITLE</u>	<u>DATE</u>
<u>DIVISION 1</u>	<u>GENERAL REQUIREMENTS</u>	
1.1	Opus Group General & Supplemental Conditions	09/12/2006
1.2	Opus Group Special Conditions	09/12/2006
01505	Engineering & Testing	N/A
<u>DIVISION 2</u>	<u>SITEWORK</u>	
02200	Earthwork	01/12/2007
02510	Asphaltic Paving	02/19/2007
02520	Site Concrete	02/19/2007
02600	Site Utilities	01/12/2007
02900	Landscape and Irrigation	02/19/2007
<u>DIVISION 3</u>	<u>CONCRETE</u>	
03002	Cast-In-Place Concrete	01/24/2007
03202	Reinforcing Steel	01/24/2007
<u>DIVISION 4</u>	<u>MASONRY</u>	
04200	Concrete Unit Masonry	01/16/2007
<u>DIVISION 5</u>	<u>METALS</u>	
05100	Structural Metal Framing, Joists and Deck	01/15/2007
05500	Metal Fabrications	01/24/2007
<u>DIVISION 6</u>	<u>WOOD AND PLASTICS</u>	
06100	Rough Carpentry – Panelized Roof Structure	01/31/2007

<u>DIVISION 7</u>	<u>THERMAL AND MOISTURE PROTECTION</u>	
07510	Built-Up Roofing	02/19/2007
07900	Caulking and Sealants	02/19/2007
<u>DIVISION 8</u>	<u>DOORS AND WINDOWS</u>	
08100	Hollow Metal Doors and Frames	02/05/2007
08400	Aluminum Framing and Glazing Systems	02/19/2007
08900	Glazed Aluminum Curtainwalls	02/19/2007
<u>DIVISION 15</u>	<u>MECHANICAL</u>	
15010	General Mechanical Requirements	09/12/2006
15300	Fire Protection	09/11/2006
15400	Plumbing	09/11/2006
<u>DIVISION 16</u>	<u>ELECTRICAL</u>	
16000	Electrical	09/14/2006

Data:

1. Update Geotechnical Report by GEOCON, Inc., dated November 10, 2005.
2. Opus Point Lots 7-11 – Outline Specifications, dated July 28, 2006.
3. Opus Point Phase 2 Electrical Design Matrix, dated September 18, 2006.
4. Opus West Construction Corporation's Opus Point Phase II Development Timeplan, dated October 27, 2006.

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.

The Work of this Subcontract specifically includes but is not limited to the following items:

- a. Subcontract includes design and engineering and will only include the work in place if alternate number one (1) is accepted to furnish and install all electrical work.

The Work of this Subcontract specifically excludes the following:

- a. Performance Bond.
- b. General Building permit.
- c. Cut, break and patch concrete and asphalt.
- d. Barrier posts.
- e. Formed and/or finished concrete.
- f. Utility company fees.
- g. Rock digging or handling of material that a JD-310 cannot dig with normal production.
- h. Spoil removal.

- i. Service conduits beyond property line.
- j. Compaction of backfilled soil in excess of 90%.
- k. Surveying for electrical installations to be performed by others.
- l. Repair and replacement of existing conduits and/or utilities.

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

- a. In accordance with mutually agreed requirements as described in periodic project schedules and Superintendent's two and three week schedules.
- b. Start date for this subcontract work is approximately April 1, 2007.
- c. Completion date for this subcontract work is approximately August 1, 2007.

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

<u>Contract Recap</u>	<u>Amount</u>
Lot 7 Design & Engineering:	\$4,500.00
Lot 8 Design & Engineering:	\$4,500.00
Lot 9 Design & Engineering:	\$4,500.00
Lot 11 Design & Engineering:	\$4,500.00
Total	\$18,000.00

<u>Subcontract Sum Breakdown</u>	<u>Amount</u>	<u>Account Code</u>
Lots 7-11 Electrical Design	\$18,000.00	10303.02/1750000
Total	\$18,000.00	

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. N/A

10303.02 Opus Point IV
1750000 / Electrical Design
\$18,000.00

Bergelectric Corporation / Tony Parra
Work #: 760-746-1003
Fax #: 760-746-0918
(Payment Terms: Standard)

5. Alternates.

If requested by Contractor, Subcontractor will 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.

Alternate #1: Subcontractor shall furnish and install all site and building shell electrical work including: temporary power and lighting, complete flow and tamper monitor alarm system as required by City of Carlsbad at each building, and conduit stubbed to the front of each lot for monument signs.

Breakdown is as follows:

Temporary Electric Service:

10303.01/ 0151100/ Temp Elec Service

Add: \$9,500.00

Lot 7:

Site Electrical \$40,950

Shell Electrical \$25,790

Monument Sign Conduit \$2,090

10303.10/ 1600000/ Lot 7 Electrical System

Add: \$68,830.00

Lot 8:

Site Electrical \$40,700

Shell Electrical \$26,690

Monument Sign Conduit \$1,790

10303.20/ 1600000/ Lot 8 Electrical System

Add: \$69,180.00

Lot 9:

Site Electrical \$46,500

Shell Electrical \$30,890

Monument Sign Conduit \$3,130

10303.30/ 1600000/ Lot 9 Electrical System

Add: \$80,520.00

Lot 11:

Site Electrical \$66,500

Shell Electrical \$32,190

Monument Sign Conduit \$2,200

10303.40/ 1600000/ Lot 21 Electrical System

Add: \$100,890.00

Total Alternate #1

\$328,920.00

Alternate #2: Add (3) 5" SDG&E secondary conduits at Lot 11

Add: \$4,900.00

The alternate prices shall be in effect for the duration of the Project.

END OF RIDER A



RIDER B—CALIFORNIA

This Rider B is attached to and made a part of the Subcontract between Opus West Construction Corporation and Bergelectric Corporation dated February 6, 2007. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or 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 Indemnatee, 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 Indemnatee 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 Indemnatee; 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. 85046

END OF RIDER B

RIDER C

(Insurance)

This Rider C is attached to and made a part of the Subcontract between Opus West Construction Corporation and Bergelectric Corporation dated February 6, 2007. All capitalized terms used, but not defined in this Rider B, have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

1. Subcontractor's 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-subcontractors 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, 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 Forms 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 this 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, 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 \$25,000.00) 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: 11/14/2008
Change Order #: 6
To Subcontract Agreement dated: 05/25/2007

Electrical Engineer
CON-10303.00-22
10303.00/17500

TO: Bergelectric Corp
650 Opper Street
Escondido, CA 92029

PROJECT: Opus Point IV
3152 Lionshead Avenue
Carlsbad, CA 92010

CHANGE DETAILS

Item	Description	Amount
1	Gas line trenching and backfilling.	\$4,222.00
2	Gas line trenching and backfilling.	\$4,222.00
3	Gas line trenching and backfilling.	\$7,653.00
4	Gas line trenching and backfilling.	\$10,291.00
5	Deny of change order request #3 for pot holing.	\$0.00
		<hr/> \$26,388.00

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
10303.01-M30-01511.00-S	\$0.00	\$0.00	\$0.00
10303.02-N10-17500.00-S	\$0.00	\$0.00	\$0.00
10303.10-K10-16000.00-S	\$73,822.00	\$4,222.00	\$78,044.00
10303.20-K10-16000.00-S	\$74,171.00	\$4,222.00	\$78,393.00
10303.30-K10-16000.00-S	\$86,231.00	\$7,653.00	\$93,884.00
10303.40-K10-16000.00-S	\$112,941.00	\$10,291.00	\$123,232.00
	<hr/> \$347,165.00	<hr/> \$26,388.00	<hr/> \$373,553.00

Original Contract Amount.....	\$18,000.00
Previously Approved Change Orders.....	\$329,165.00
Amount this Change Order.....	\$26,388.00
Contract Amount to Date.....	\$373,553.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

OPUS West Construction Corporation

Printed Name

Date

Ralph Miller
Printed Name

Date

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

CC



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV Project Number: 10303
Subcontractor: Bergelectric Corp Date of Application: _____
Supplier #: 1006786 Application Number: _____
Address: 650 Upper Street Period From: _____ Period To: _____
Escondido, CA 92029
Phone : _____
Remittance Address : OPUS West Construction Corporation
Attn : Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$18,000.00
OPUS APPROVED CHANGE ORDER thru # 6		\$355,553.00
CONTRACT AMOUNT TO DATE TOTAL		\$373,553.00

APPLICATION INFORMATION

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

SUBCONTRACTOR: Bergelectric Corp Supplier #: 1006786

BY: _____

DATE: _____

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I + G	A / H		G - K
10303.01-M30-01511.00-S	Temp Elec Services - Subcontract	\$0.00						
10303.02-N10-17500.00-S	Electrical Bngr - Subcontract	\$0.00						
10303.10-K10-16000.00-S	Electrical Systems - Subcontract	\$78,044.00						
10303.20-K10-16000.00-S	Electrical Systems - Subcontract	\$78,393.00						
10303.30-K10-16000.00-S	Electrical Systems - Subcontract	\$93,884.00						
10303.40-K10-16000.00-S	Electrical Systems - Subcontract	\$123,232.00						
	Total	\$373,553.00						
		H	I	G	A	J	K	B

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:	Opus Point IV	Project Number:	10303
Subcontractor:	Bergelectric Corp	Date of Application:	
Supplier #:	1006786	Application Number:	
Address:	650 Oppen Street	Period From:	Period To:
	Escondido, CA 92029		
Phone :			
Remittance Address :	OPUS West Construction Corporation		
	Attn : Accounts Payable		
	2050 Main Street, Suite 800		
	Irvine, CA 92614		





November 14, 2008

Ken Bullard
Bergelectric Corp-1006786
650 Opper Street
Escondido, CA 92029

Job / Reference No: 10303.00
(must be on all correspondence)

Project: Opus Point IV
Address: 3152 Lionshead Avenue
Carlsbad, CA 92010

Attached is:

CHANGE ORDER NUMBER: 6

SIGN AND RETURN ALL ORIGINALS of the Change Order. We will return one completely executed copy to you for your records. When invoicing OPUS West Construction Corporation for work/materials included in this Change Order use the attached form. OPUS West Construction Corporation MUST be in receipt of a fully executed OPUS West Construction Corporation Change Order by the 25th of the month in order for your project draw to be released.

THE FOLLOWING ITEMS MUST BE IN OUR OFFICE PRIOR TO RELEASE OF REQUESTED PAYMENT:

No payment will be processed until these required documents are on file

1. Original signature fully executed Contract Document.
2. Completed W-9 Form.
3. Original OPUS West Construction Corporation Application For Payment (and invoice) submitted Contract Documents. Application For Payment Forms MUST be received by the 25th of the month for payment by the following 30th. No fax copies will be accepted.
4. Original current insurance certificates submitted per Contract Documents.
5. Original signature fully executed Change Order(s) if Application For Payment and invoice to OPUS West Construction Corporation includes payment for item(s) encompassed by Change Order(s).
6. Conditional and/or Unconditional Waiver Releases from suppliers/equipment vendors used relating to this Change Order.

Be aware that any discrepancies will place a hold on your payment

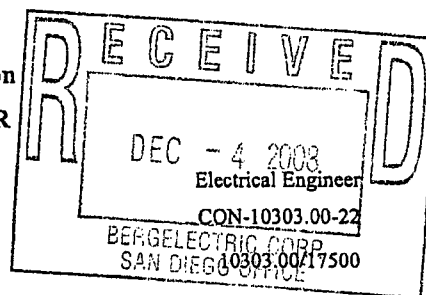
COPIES AND FAXES ARE NOT ACCEPTED IN LIEU OF ORIGINAL INVOICES

NOTE: Do not show any unapproved or non-executed Change Orders on your Pay Application. To do so will stop your pay draw until the following month.

RETENTION: When requesting release of Retention, you must submit an original Application For Payment and invoice requesting the Retention amount specifically.



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER



Change Order Date: 11/13/2008

Change Order #: 5

To Subcontract Agreement dated: 05/25/2007

TO: Bergelectric Corp
650 Oppen Street
Escondido, CA 92029

PROJECT: Opus Point IV
3152 Lionshead Avenue
Carlsbad, CA 92010

CHANGE DETAILS

Item	Description	Amount
1	Cost transfer for power and lighting of flag pole to the Aethercomm TI job.	\$(1,297.00)
		<u>\$(1,297.00)</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
10303.01-M30-01511.00-S	\$0.00	\$0.00	\$0.00
10303.02-N10-17500.00-S	\$0.00	\$0.00	\$0.00
10303.10-K10-16000.00-S	\$73,822.00	\$0.00	\$73,822.00
10303.20-K10-16000.00-S	\$74,171.00	\$0.00	\$74,171.00
10303.30-K10-16000.00-S	\$87,528.00	\$(1,297.00)	\$86,231.00
10303.40-K10-16000.00-S	\$112,941.00	\$0.00	\$112,941.00
	<u>\$348,462.00</u>	<u>\$(1,297.00)</u>	<u>\$347,165.00</u>

Original Contract Amount.....	\$18,000.00
Previously Approved Change Orders.....	\$330,462.00
Amount this Change Order.....	\$(1,297.00)
Contract Amount to Date.....	<u>\$347,165.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

OPUS West Construction Corporation

Tony Parra

Printed Name

11/19/08

Date

Ralph Miller

Printed Name

Jason Knudson

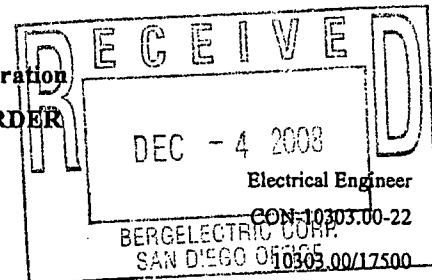
12/1/08

Date

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



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER



Change Order Date: 11/10/2008

Change Order #: 4

To Subcontract Agreement dated: 05/25/2007

TO: Bergelectric Corp
650 Oppen Street
Escondido, CA 92029

PROJECT: Opus Point IV
3152 Lionshead Avenue
Carlsbad, CA 92010

CHANGE DETAILS

Item	Description	Amount
1	Cost for repair of 18" storm drain hit by Berg.	\$(1,163.00)
2	Cost for repair of 18" storm drain hit by Berg.	\$(1,164.00)
3	Cost for repair of 18" storm drain hit by Berg.	\$(1,164.00)
4	Cost for repair of 18" storm drain hit by Berg.	\$(1,164.00)
		<u>\$(4,655.00)</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
10303.01-M30-01511.00-S	\$0.00	\$0.00	\$0.00
10303.02-N10-17500.00-S	\$0.00	\$0.00	\$0.00
10303.10-K10-16000.00-S	\$74,985.00	\$(1,163.00)	\$73,822.00
10303.20-K10-16000.00-S	\$75,335.00	\$(1,164.00)	\$74,171.00
10303.30-K10-16000.00-S	\$88,692.00	\$(1,164.00)	\$87,528.00
10303.40-K10-16000.00-S	\$114,105.00	\$(1,164.00)	\$112,941.00
	<u>\$353,117.00</u>	<u>\$(4,655.00)</u>	<u>\$348,462.00</u>

Original Contract Amount.....	\$18,000.00
Previously Approved Change Orders.....	\$335,117.00
Amount this Change Order.....	\$(4,655.00)
Contract Amount to Date.....	\$348,462.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

OPUS West Construction Corporation

Printed Name

Date

Printed Name

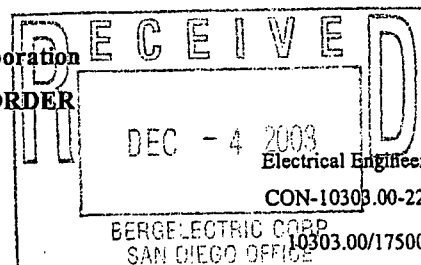
Date

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

u



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER



Change Order Date: 11/05/2008

Change Order #: 3

To Subcontract Agreement dated: 05/25/2007

TO: Bergelectric Corp
650 Opper Street
Escondido, CA 92029

PROJECT: Opus Point IV
3152 Lionshead Avenue
Carlsbad, CA 92010

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor to provide lighting and power for flag pole.	\$1,297.00
		<u>\$1,297.00</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
10303.01-M30-01511.00-S	\$0.00	\$0.00	\$0.00
10303.02-N10-17500.00-S	\$0.00	\$0.00	\$0.00
10303.10-K10-16000.00-S	\$74,985.00	\$0.00	\$74,985.00
10303.20-K10-16000.00-S	\$75,335.00	\$0.00	\$75,335.00
10303.30-K10-16000.00-S	\$87,395.00	\$1,297.00	\$88,692.00
10303.40-K10-16000.00-S	\$114,105.00	\$0.00	\$114,105.00
	<u>\$351,820.00</u>	<u>\$1,297.00</u>	<u>\$353,117.00</u>

Original Contract Amount.....	\$18,000.00
Previously Approved Change Orders.....	\$333,820.00
Amount this Change Order.....	\$1,297.00
Contract Amount to Date.....	<u>\$353,117.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

OPUS West Construction Corporation

longland
Printed Name

11/18/08
Date

Ralph Miller Jason Knudson
Printed Name

12/1/08
Date

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

CL



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

#11451



Change Order Date: 11/13/2008

Change Order #: 5

To Subcontract Agreement dated: 05/25/2007

Electrical Engineer

CON-10303.00-22

10303.00/17500

TO: Bergelectric Corp
650 Opper Street
Escondido, CA 92029

PROJECT: Opus Point IV
3152 Lionshead Avenue
Carlsbad, CA 92010

CHANGE DETAILS

Item	Description	Amount
1	Cost transfer for power and lighting of flag pole to the Aethercomm TI job.	\$(1,297.00)
		<u>\$(1,297.00)</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
10303.01-M30-01511.00-S	\$0.00	\$0.00	\$0.00
10303.02-N10-17500.00-S	\$0.00	\$0.00	\$0.00
10303.10-K10-16000.00-S	\$73,822.00	\$0.00	\$73,822.00
10303.20-K10-16000.00-S	\$74,171.00	\$0.00	\$74,171.00
10303.30-K10-16000.00-S	\$87,528.00	\$(1,297.00)	\$86,231.00
10303.40-K10-16000.00-S	\$112,941.00	\$0.00	\$112,941.00
	<u>\$348,462.00</u>	<u>\$(1,297.00)</u>	<u>\$347,165.00</u>

Original Contract Amount.....	\$18,000.00
Previously Approved Change Orders.....	\$330,462.00
Amount this Change Order.....	\$(1,297.00)
Contract Amount to Date.....	\$347,165.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

OPUS West Construction Corporation

Tony Parra

Printed Name

Date

11/19/08

Ralph Miller

Printed Name

Date

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

CL



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV Project Number: 10303
Subcontractor: Bergelectric Corp Date of Application: _____
Supplier #: 1006786 Application Number: _____
Address: 650 Opper Street Period From: _____ Period To: _____
Escondido, CA 92029
Phone : _____
Remittance Address : OPUS West Construction Corporation
Attn : Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$18,000.00
OPUS APPROVED CHANGE ORDER thru # 5		\$329,165.00
CONTRACT AMOUNT TO DATE TOTAL		\$347,165.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ _____
B Less Retainage 0 % \$ _____
C Total Earned less Retainage (A - B) \$ _____
D Less Previous Billings (previous req's line C) \$ _____
E Current Payment Due (C - D) \$ _____
F Balance to Finish, Plus Retainage (H - A + B) \$ _____
G Current Gross Amount Completed This Period \$ _____
SUBCONTRACTOR: Bergelectric Corp Supplier #: 1006786
BY: _____
DATE: _____

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I + G	A / H		G - K
10303.01-M30-01511.00-S	Temp Elec Service - Subcontract	\$0.00						
10303.02-N10-17500.00-S	Electrical Engr - Subcontract	\$0.00						
10303.10-K10-16000.00-S	Electrical Systems - Subcontract	\$73,822.00						
10303.20-K10-16000.00-S	Electrical Systems - Subcontract	\$74,171.00						
10303.30-K10-16000.00-S	Electrical Systems - Subcontract	\$86,231.00						
10303.40-K10-16000.00-S	Electrical Systems - Subcontract	\$112,941.00						
	Total	\$347,165.00						
		H	I	G	A	J	K	E

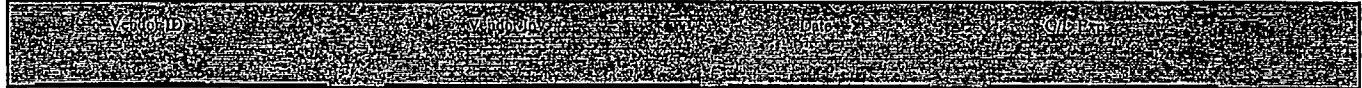
Entered By : _____ Accounting Date _____ Approved By : _____ Project Manager Date _____

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:	Opus Point IV	Project Number:	10303
Subcontractor:	Bergelectric Corp	Date of Application:	
Supplier #:	1006786		
Address:	650 Oppen Street	Application Number:	
	Escondido, CA 92029	Period From:	Period To:
Phone :			
Remittance Address :	OPUS West Construction Corporation		
	Attn : Accounts Payable		
	2050 Main Street, Suite 800		
	Irvine, CA 92614		





November 13, 2008

Ken Bullard
Bergelectric Corp-1006786
650 Opper Street
Escondido, CA 92029

Job / Reference No: 10303.00
(must be on all correspondence)

Project: Opus Point IV
Address: 3152 Lionshead Avenue
Carlsbad, CA 92010

Attached is:

CHANGE ORDER NUMBER: 5

SIGN AND RETURN ALL ORIGINALS of the Change Order. We will return one completely executed copy to you for your records. When Invoicing OPUS West Construction Corporation for work/materials included in this Change Order use the attached form. OPUS West Construction Corporation MUST be in receipt of a fully executed OPUS West Construction Corporation Change Order by the 25th of the month in order for your project draw to be released.

THE FOLLOWING ITEMS MUST BE IN OUR OFFICE PRIOR TO RELEASE OF REQUESTED PAYMENT:

No payment will be processed until these required documents are on file

1. Original signature fully executed Contract Document.
2. Completed W-9 Form.
3. Original OPUS West Construction Corporation Application For Payment (and invoice) submitted Contract Documents. Application For Payment Forms MUST be received by the 25th of the month for payment by the following 30th. No fax copies will be accepted.
4. Original current insurance certificates submitted per Contract Documents.
5. Original signature fully executed Change Order(s) if Application For Payment and invoice to OPUS West Construction Corporation includes payment for item(s) encompassed by Change Order(s).
6. Conditional and/or Unconditional Waiver Releases from suppliers/equipment vendors used relating to this Change Order.

Be aware that any discrepancies will place a hold on your payment

COPIES AND FAXES ARE NOT ACCEPTED IN LIEU OF ORIGINAL INVOICES

NOTE: Do not show any unapproved or non-executed Change Orders on your Pay Application. To do so will stop your pay draw until the following month.

RETENTION: When requesting release of Retention, you must submit an original Application For Payment and Invoice requesting the Retention amount specifically.



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Electrical Engineer
CON-10303.00-22
10303.00/17500

Change Order Date: 11/10/2008
Change Order #: 4
To Subcontract Agreement dated: 05/25/2007

TO: Bergelectric Corp
650 Oppen Street
Escondido, CA 92029

PROJECT: Opus Point IV
3152 Lionshead Avenue
Carlsbad, CA 92010

CHANGE DETAILS

Item	Description	Amount
1	Cost for repair of 18" storm drain hit by Berg.	\$(1,163.00)
2	Cost for repair of 18" storm drain hit by Berg.	\$(1,164.00)
3	Cost for repair of 18" storm drain hit by Berg.	\$(1,164.00)
4	Cost for repair of 18" storm drain hit by Berg.	\$(1,164.00)
		<u>\$(4,655.00)</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
10303.01-M30-01511.00-S	\$0.00	\$0.00	\$0.00
10303.02-N10-17500.00-S	\$0.00	\$0.00	\$0.00
10303.10-K10-16000.00-S	\$74,985.00	\$(1,163.00)	\$73,822.00
10303.20-K10-16000.00-S	\$75,335.00	\$(1,164.00)	\$74,171.00
10303.30-K10-16000.00-S	\$88,692.00	\$(1,164.00)	\$87,528.00
10303.40-K10-16000.00-S	\$114,105.00	\$(1,164.00)	\$112,941.00
	<u>\$353,117.00</u>	<u>\$(4,655.00)</u>	<u>\$348,462.00</u>

Original Contract Amount..... \$18,000.00
Previously Approved Change Orders..... \$335,117.00
Amount this Change Order..... \$(4,655.00)
Contract Amount to Date..... \$348,462.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

OPUS West Construction Corporation

Printed Name

Date

Ralph Miller

Printed Name

Date

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



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV Project Number: 10303
Subcontractor: Bergelectric Corp Date of Application: _____
Supplier #: 1006786
Address: 650 Opper Street Application Number: _____
Escondido, CA 92029 Period From: _____ Period To: _____
Phone : _____
Remittance Address : OPUS West Construction Corporation
Attn : Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$18,000.00
OPUS APPROVED CHANGE ORDER thru # 4		\$330,462.00
CONTRACT AMOUNT TO DATE TOTAL		\$348,462.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ _____
B Less Retainage 0 % \$ _____
C Total Earned less Retainage (A - B) \$ _____
D Less Previous Billings (previous req's line C) \$ _____
E Current Payment Due (C - D) \$ _____
F Balance to Finish, Plus Retainage (H - A + B) \$ _____
G Current Gross Amount Completed This Period \$ _____
SUBCONTRACTOR: Bergelectric Corp Supplier #: 1006786
BY: _____
DATE: _____

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I + G	A / H		G - K
10303.01-M30-01511.00-S	Temp Elec Service - Subcontract	\$0.00						
10303.02-N10-17500.00-S	Electrical Engr - Subcontract	\$0.00						
10303.10-K10-16000.00-S	Electrical Systems - Subcontract	\$73,822.00						
10303.20-K10-16000.00-S	Electrical Systems - Subcontract	\$74,171.00						
10303.30-K10-16000.00-S	Electrical Systems - Subcontract	\$87,528.00						
10303.40-K10-16000.00-S	Electrical Systems - Subcontract	\$112,941.00						
	Total	\$348,462.00						
		H	I	G	A	I	K	E

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:	<u>Opus Point IV</u>	Project Number:	<u>10303</u>
Subcontractor:	<u>Bergelectric Corp</u>	Date of Application:	<u> </u>
Supplier #:	<u>1006786</u>	Application Number:	<u> </u>
Address:	<u>650 Opper Street</u>	Period From:	<u> </u>
	<u>Escondido, CA 92029</u>	Period To:	<u> </u>
Phone :	<u> </u>		
Remittance Address :	<u>OPUS West Construction Corporation</u>		
	<u>Attn : Accounts Payable</u>		
	<u>2050 Main Street, Suite 800</u>		
	<u>Irvine, CA 92614</u>		





November 10, 2008

Ken Bullard
Bergelectric Corp-1006786
650 Opper Street
Escondido, CA 92029

Job / Reference No: 10303.00
(must be on all correspondence)

Project: Opus Point IV
Address: 3152 Lionshead Avenue
Carlsbad, CA 92010

Attached is:

CHANGE ORDER NUMBER: 4

SIGN AND RETURN ALL ORIGINALS of the Change Order. We will return one completely executed copy to you for your records. When invoicing OPUS West Construction Corporation for work/materials included in this Change Order use the attached form. OPUS West Construction Corporation MUST be in receipt of a fully executed OPUS West Construction Corporation Change Order by the 25th of the month in order for your project draw to be released.

THE FOLLOWING ITEMS MUST BE IN OUR OFFICE PRIOR TO RELEASE OF REQUESTED PAYMENT:

No payment will be processed until these required documents are on file

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2. Completed W-9 Form.
3. Original OPUS West Construction Corporation Application For Payment (and invoice) submitted Contract Documents. Application For Payment Forms MUST be received by the 25th of the month for payment by the following 30th. No fax copies will be accepted.
4. Original current insurance certificates submitted per Contract Documents.
5. Original signature fully executed Change Order(s) if Application For Payment and invoice to OPUS West Construction Corporation includes payment for item(s) encompassed by Change Order(s).
6. Conditional and/or Unconditional Waiver Releases from suppliers/equipment vendors used relating to this Change Order.

Be aware that any discrepancies will place a hold on your payment

COPIES AND FAXES ARE NOT ACCEPTED IN LIEU OF ORIGINAL INVOICES

NOTE: Do not show any unapproved or non-executed Change Orders on your Pay Application. To do so will stop your pay draw until the following month.

RETENTION: When requesting release of Retention, you must submit an original Application For Payment and invoice requesting the Retention amount specifically.



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER



Change Order Date: 11/05/2008

Change Order #: 3

To Subcontract Agreement dated: 05/25/2007

Electrical Engineer

CON-10303.00-22

10303.00/17500

TO: Bergelectric Corp
650 Opper Street
Escondido, CA 92029

PROJECT: Opus Point IV
3152 Lionshead Avenue
Carlsbad, CA 92010

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor to provide lighting and power for flag pole.	\$1,297.00
		<u>\$1,297.00</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
10303.01-M30-01511.00-S	\$0.00	\$0.00	\$0.00
10303.02-N10-17500.00-S	\$0.00	\$0.00	\$0.00
10303.10-K10-16000.00-S	\$74,985.00	\$0.00	\$74,985.00
10303.20-K10-16000.00-S	\$75,335.00	\$0.00	\$75,335.00
10303.30-K10-16000.00-S	\$87,395.00	\$1,297.00	\$88,692.00
10303.40-K10-16000.00-S	\$114,105.00	\$0.00	\$114,105.00
	<u>\$351,820.00</u>	<u>\$1,297.00</u>	<u>\$353,117.00</u>

Original Contract Amount.....	\$18,000.00
Previously Approved Change Orders.....	\$333,820.00
Amount this Change Order.....	\$1,297.00
Contract Amount to Date.....	\$353,117.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

OPUS West Construction Corporation

Printed Name

Date

Ralph Miller

Printed Name

Date

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



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV Project Number: 10303
Subcontractor: Bergelectric Corp Date of Application: _____
Supplier #: 1006786 Application Number: _____
Address: 650 Oppen Street Period From: _____ Period To: _____
Escondido, CA 92029
Phone : _____
Remittance Address : OPUS West Construction Corporation
Attn : Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$18,000.00
OPUS APPROVED CHANGE ORDER thru # 3		\$335,117.00
CONTRACT AMOUNT TO DATE TOTAL		\$353,117.00

APPLICATION INFORMATION

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

SUBCONTRACTOR:

Bergelectric Corp

Supplier #: 1006786

BY:

DATE:

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I + G	A / H		G - K
10303.01-M30-01511.00-S	Temp Elec Service - Subcontract	\$0.00						
10303.02-N10-17500.00-S	Electrical Bngr - Subcontract	\$0.00						
10303.10-K10-16000.00-S	Electrical Systems - Subcontract	\$74,983.00						
10303.20-K10-16000.00-S	Electrical Systems - Subcontract	\$75,335.00						
10303.30-K10-16000.00-S	Electrical Systems - Subcontract	\$88,692.00						
10303.40-K10-16000.00-S	Electrical Systems - Subcontract	\$114,105.00						
	Total	\$353,117.00						
		H	I	G	A	J	K	B

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:	Opus Point IV	Project Number:	10303
Subcontractor:	Bergelectric Corp	Date of Application:	
Supplier #:	1006786	Application Number:	
Address:	650 Oppen Street	Period From:	Period To:
	Escondido, CA 92029		
Phone :			
Remittance Address :	OPUS West Construction Corporation		
	Attn : Accounts Payable		
	2050 Main Street, Suite 800		
	Irvine, CA 92614		





November 05, 2008

Ken Bullard
Bergelectric Corp-1006786
650 Opper Street
Escondido, CA 92029

Job / Reference No: 10303.00
(must be on all correspondence)

Project: Opus Point IV
Address: 3152 Lionshead Avenue
Carlsbad, CA 92010

Attached is:

CHANGE ORDER NUMBER: 3

SIGN AND RETURN ALL ORIGINALS of the Change Order. We will return one completely executed copy to you for your records. When Invoicing OPUS West Construction Corporation for work/materials included in this Change Order use the attached form. OPUS West Construction Corporation **MUST** be in receipt of a fully executed OPUS West Construction Corporation Change Order by the 25th of the month in order for your project draw to be released.

THE FOLLOWING ITEMS MUST BE IN OUR OFFICE PRIOR TO RELEASE OF REQUESTED PAYMENT:

No payment will be processed until these required documents are on file

1. Original signature fully executed Contract Document.
2. Completed W-9 Form.
3. Original OPUS West Construction Corporation Application For Payment (and invoice) submitted Contract Documents. Application For Payment Forms **MUST** be received by the 25th of the month for payment by the following 30th. No fax copies will be accepted.
4. Original current insurance certificates submitted per Contract Documents.
5. Original signature fully executed Change Order(s) if Application For Payment and invoice to OPUS West Construction Corporation includes payment for item(s) encompassed by Change Order(s).
6. Conditional and/or Unconditional Waiver Releases from suppliers/equipment vendors used relating to this Change Order.

Be aware that any discrepancies will place a hold on your payment

COPIES AND FAXES ARE NOT ACCEPTED IN LIEU OF ORIGINAL INVOICES

NOTE: Do not show any unapproved or non-executed Change Orders on your Pay Application. To do so will stop your pay draw until the following month.

RETENTION: When requesting release of Retention, you must submit an original Application For Payment and invoice requesting the Retention amount specifically.



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 05/09/2008
Change Order #: 2
To Subcontract Agreement dated: 05/25/2007

Electrical Engineer
CON-10303.00-22
10303.00/17500

TO: Bergelectric Corp
650 Oppen Street
Escondido, CA 92029

PROJECT: Opus Point IV
3197 Lionshead Avenue
Carlsbad, CA 92010

CHANGE DETAILS

Item	Description	Amount
1	Design cost transfer to building.	\$6,155.00
2	Design cost transfer to building.	\$6,155.00
3	Design cost transfer to building.	\$6,875.00
4	Design cost transfer to building.	\$8,315.00
5	Cost transfer to each building.	\$(18,000.00)
6	Cost transfer to each building.	\$(9,500.00)
		<u>\$0.00</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
10303.01-M30-01511.00-S	\$9,500.00	\$(9,500.00)	\$0.00
10303.02-N10-17500.00-S	\$18,000.00	\$(18,000.00)	\$0.00
10303.10-K10-16000.00-S	\$68,830.00	\$6,155.00	\$74,985.00
10303.20-K10-16000.00-S	\$69,180.00	\$6,155.00	\$75,335.00
10303.30-K10-16000.00-S	\$80,520.00	\$6,875.00	\$87,395.00
10303.40-K10-16000.00-S	\$105,790.00	\$8,315.00	\$114,105.00
	<u>\$351,820.00</u>	<u>\$0.00</u>	<u>\$351,820.00</u>

Original Contract Amount..... \$18,000.00
Previously Approved Change Orders..... \$333,820.00
Amount this Change Order..... \$0.00
Contract Amount to Date..... \$351,820.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

OPUS West Construction Corporation

Printed Name

Date

Printed Name

Date

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

11451



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 04/17/2008

Change Order #: 1

To Subcontract Agreement dated: 05/25/2007

Electrical Engineer

CON-10303.00-22

10303.00/17500

TO: Bergelectric Corp
 650 Oppen Street
 Escondido, CA 92029

PROJECT: Opus Point IV
 3197 Lionshead Avenue
 Carlsbad, CA 92010

CHANGE DETAILS

Item	Description	Amount
1	Temporary electrical service for the whole project.	\$9,500.00
2	Subcontractor shall provide site electrical systems for Building 7.	\$40,950.00
3	Subcontractor shall provide shell electrical systems for Building 7.	\$25,790.00
4	Subcontractor shall provide monument sign conduit for Building 7.	\$2,090.00
5	Subcontractor shall provide site electrical systems for Building 8.	\$40,700.00
6	Subcontractor shall provide shell electrical systems for Building 8.	\$26,690.00
7	Subcontractor shall provide monument sign conduit for Building 8.	\$1,790.00
8	Subcontractor shall provide site electrical systems for Building 9.	\$46,500.00
9	Subcontractor shall provide shell electrical systems for Building 9.	\$30,890.00
10	Subcontractor shall provide monument sign conduit for Building 9.	\$3,130.00
11	Subcontractor shall provide site electrical systems for Building 11.	\$66,500.00
12	Subcontractor shall provide shell electrical systems for Building 11.	\$32,190.00
13	Subcontractor shall provide monument sign conduit for Building 11.	\$2,200.00
14	Subcontractor shall provide (3) 5" SDG&E conduits for Building 11.	\$4,900.00
		\$333,820.00

This Change Order documents acceptance of Alternate #1 and Alternate #2 of the Subcontract.

SCHEDULE

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

CONTRACT SUMMARY

<u>Cost Code</u>	<u>Previous Amount</u>	<u>This Change Order</u>	<u>Current Contract Amount</u>
10303.01-M30-01511.00-S	\$0.00	\$9,500.00	\$9,500.00
10303.02-N10-17500.00-S	\$18,000.00	\$0.00	\$18,000.00
10303.10-K10-16000.00-S	\$0.00	\$68,830.00	\$68,830.00
10303.20-K10-16000.00-S	\$0.00	\$69,180.00	\$69,180.00
10303.30-K10-16000.00-S	\$0.00	\$80,520.00	\$80,520.00
10303.40-K10-16000.00-S	\$0.00	\$105,790.00	\$105,790.00
	\$18,000.00	\$333,820.00	\$351,820.00

66



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Original Contract Amount.....	\$18,000.00
Previously Approved Change Orders.....	\$0.00
Amount this Change Order.....	\$333,820.00
Contract Amount to Date.....	\$351,820.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

OPUS West Construction Corporation

[Signature]
Printed Name

6/18/08
Date

[Signature]
Ralph Miller
Printed Name

6-19-08
Date

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