

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>  <div style="text-align: center; font-size: 1.2em;">34360-bjh-11</div>	
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 (the person or other entity to whom the debtor owes money or property):</b>  <div style="text-align: center;"> <b>RECEIVED</b>  <b>SEP 02 2009</b>  <b>BMC GROUP</b> </div> Bergelectric Corp. 650 Oppen Street Escondido, CA 92029 Phone: (760) 746-1003	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> <i>(If known)</i>  <b>Filed on:</b> _____	
<b>Name and address where notices should be sent:</b>  Same as Above <b>Telephone number:</b> (760) 746-1003 <b>Email Address:</b> _____	<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.	
<b>Name and address where payment should be sent (if different from above):</b>  Same as Above <b>Telephone number:</b> (760) 746-1003		
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>46,626.70</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> <b>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. <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)( ).  <b>Amount entitled to priority:</b>  <div style="text-align: center;">\$</div>	
<b>2. Basis for Claim:</b> <u>Electrical Services</u> (See instruction #2 on reverse side.)		
<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>4. Secured Claim (See instruction #4 on reverse side.)</b>  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 type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input checked="" type="checkbox"/> Other <b>Value of Property:</b> \$ _____ <b>Annual Interest Rate</b> <u>10%</u> <b>Amount of arrearage and other charges as of time case filed included in secured claim, if any:</b> \$ <u>46,626.70</u> <b>Basis for perfection:</b> <u>Mechanic's Lien</u> <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.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain: _____		
<b>Date:</b>  8/28/09	<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;"> </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)

OPUS WEST



00163

## 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.

Recording requested by:  
**BERGELECTRIC CORPORATION**

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

MAY - 1 2009

APR 23, 2009

1:34 PM

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

PAGES: 1

WO 11539

**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: Aethercomm TI-3205 Lionshead Ave. Carlsbad, CA 92101

After deducting all just credits and offsets, the sum of \$ 46,626.70 together with interest thereon at the rate of ten percent (10%) per annum from 1/29/09 , 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.

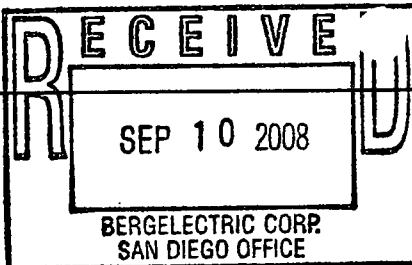
Escondido, CA  
Dated: April 23, 2009

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

# Bergelectric Corporation Progress Billing Open Items

For job 11539

Opus West Construction Corporation		Cust Job#	Invoice	Invoice Date	Amount Billed	Date Paid	Check#	Amount Paid	Balance Due
11539 - Opus West Construction Corporation	1107700	11539-1	07/31/08	42,355.80	10/08/08	110742		42,355.80	0.00
11539 - Opus West Construction Corporation	1107700	11539-2	09/12/08	62,550.00	12/31/08	112256		62,550.00	0.00
11539 - Opus West Construction Corporation	1107700	11539-3	10/15/08	35,550.00	02/09/09	113752		35,550.00	0.00
11539 - Opus West Construction Corporation	1107700	11539-4	11/21/08	178,650.00	01/07/09	115355		178,650.00	0.00
11539 - Opus West Construction Corporation	1107700	11539-5	12/15/08	54,900.00	03/26/09	116412		54,900.00	0.00
11539 - Opus West Construction Corporation	1107700	11539-6 V	01/20/09	44,148.60					0.00
11539 - Opus West Construction Corporation	1107700	11539-6 Rev 1	01/20/09	45,634.50	03/26/09	117897		45,634.50	0.00
11539 - Opus West Construction Corporation	1107700	11539-7 V	01/20/09	46,461.60					0.00
11539 - Opus West Construction Corporation	1107700	11539-8	01/29/09	46,626.70					46,626.70
Total for Contract: 11539				466,267.00				419,640.30	46,626.70



Aethercomm TI / 11077.10  
16000 /Design/Build Electrical  
Bergelectric Corp / Ken Bullard  
Contact Phone # 760.746.1003  
Contact Fax # 760.746.6412  
Payment Terms: Standard

### SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 22nd day of July, 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 Bergelectric Corp ("Subcontractor") with its office located at 650 Opper 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 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 \$ 427,883.00 ("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 Dickerson

(Print Name)

Vice President of Construction

(Title)

(Date)

9/2/08

#### SUBCONTRACTOR

Bergelectric Corp

By:

Ken Bertalan

(Print Name)

Sr. Vice President, Construction

(Title)

08/15/2008

(Date)

ORIGINAL

CV

**RIDER A**

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Bergelectric Corp dated 07/22/2008. 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 Design/Build Electrical 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	06400	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
Resilient Flooring and Base	09650	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
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:

- 1 Subcontractor shall provide all design and construction for the Electrical Work as required to provide fully functional building systems in accordance with the electrical specification and other contract documents.
- 2 Subcontractor shall provide copper bus gear in lieu of aluminum.
- 3 Subcontractor shall provide power to all smoke duct detectors. Low voltage wiring by others.

This Subcontract excludes the following:

- 1 Sawcut and patch of concrete (unless floor boxes have been mislocated by this subcontractor)
- 2 Utility Company Fees
- 3 Payment/Performance Bond

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

N/A

#### Schedule Notes

1. In accordance with requirements as described in the project Time Plan dated 07/24/08
2. Completion of all Tenant Improvement electrical work by 1/15/08
3. Subcontractor shall make best efforts to accelerate schedule.

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

##### Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
11077.10	Athercomm TI	Design/Build Electrical	\$427,883.00
Total			\$ 427,883.00

##### Subcontract Sum Breakdown

Name	Account Code	Amount
Electrical Systems - Subcontract	11077.10-K10-16000.00-S	\$427,883.00
Total		\$427,883.00

#### 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

CC



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

*cl*

## RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Bergelectric Corp dated 07/22/2008. 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

cc

**RIDER C**

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Bergelectric Corp dated 07/22/2008. 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.

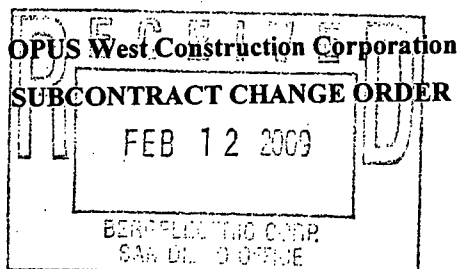
- 2.2 Any insured loss is to be adjusted by Owner and Contractor and made payable to Contractor, as trustee, or to Owner and Contractor, as joint trustees for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage or loss payable clause.
- 2.3 Subcontractor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



Change Order Date: 01/12/2009  
Change Order #: 4  
To Subcontract Agreement dated: 07/22/2008

TO: Bergelectric Corp  
650 Opper Street  
Escondido, CA 92029



PROJECT: Aethercomm TI

3205 Lionshead Avenue  
Calrsbad, CA 92010

#11539  
RECEIVED

FEB 10 2009

OPUS WEST-IRVINE  
Design/Build Electrical

CON-11077.10-3

16000

#### CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide 15 additional duplex outlets as shown in Field Bulletin #3 dated 12/29/08 and subsequent revisions dated 1/9/09.	\$1,651.00
		<u>\$1,651.00</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
11077.10-K10-16000.00-S	\$464,616.00	\$1,651.00	\$466,267.00
	<u>\$464,616.00</u>	<u>\$1,651.00</u>	<u>\$466,267.00</u>
Original Contract Amount.....			\$427,883.00
Previously Approved Change Orders.....			\$36,733.00
Amount this Change Order.....			\$1,651.00
Contract Amount to Date.....			<u>\$466,267.00</u>

#### ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

OPUS West Construction Corporation

Tony Parra

JAN 26 2009

Jason Knudson

2/10/09

Printed Name

Date

Printed Name

Date

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

SL



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Athercomm TI  
Subcontractor: Bergelectric Corp  
Supplier #: 1006786  
Address: 650 Opper Street  
Escondido, CA 92029  
Phone : 760.746.1003

Project Number: 11077  
Date of Application:   
Application Number:   
Period From:   
Period To:

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		\$427,883.00
OPUS APPROVED CHANGE ORDER thru # 4		\$38,384.00
CONTRACT AMOUNT TO DATE TOTAL		\$466,267.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$   
B Less Retainage 10 % \$   
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

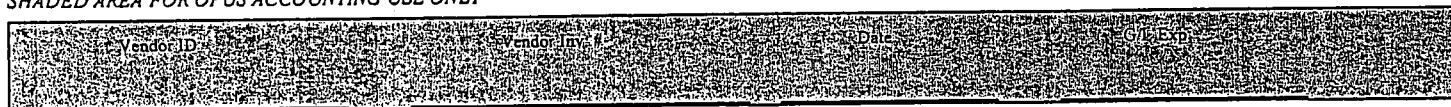
THIS SECTION MUST BE COMPLETED IN ORDER FOR THIS PAYMENT TO BE PROCESSED BY OPUS

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
11077.10-K10-16000.00-S	Electrical Systems - Subcontract	\$466,267.00						
	Total	\$466,267.00						
		H	I	G	A	J	K	E

Entered By :   
Accounting Date

Approved By :   
Project Manager Date

## SHADED AREA FOR OPUS ACCOUNTING USE ONLY





OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER



#11539

Change Order Date: 01/12/2009  
Change Order #: 4  
To Subcontract Agreement dated: 07/22/2008

Design/Build Electrical  
CON-11077.10-3  
16000

TO: Bergelectric Corp  
650 Oppen Street  
Escondido, CA 92029

PROJECT: Aethercomm TI  
3205 Lionshead Avenue  
Carlsbad, CA 92010

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide 15 additional duplex outlets as shown in Field Bulletin #3 dated 12/29/08 and subsequent revisions dated 1/9/09.	\$1,651.00
		<u>\$1,651.00</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
11077.10-K10-16000.00-S	\$464,616.00	\$1,651.00	\$466,267.00
	<u>\$464,616.00</u>	<u>\$1,651.00</u>	<u>\$466,267.00</u>
Original Contract Amount.....			\$427,883.00
Previously Approved Change Orders.....			\$36,733.00
Amount this Change Order.....			\$1,651.00
Contract Amount to Date.....			<u>\$466,267.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

OPUS West Construction Corporation

Tony Parra

JAN 26 2009

Jason Knudson

Printed Name

Date

Printed Name

Date

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

SL



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Athercomm TI Project Number: 11077  
Subcontractor: Bergelectric Corp Date of Application: \_\_\_\_\_  
Supplier #: 1006786 Application Number: \_\_\_\_\_  
Address: 650 Opper Street Period From: \_\_\_\_\_ Period To: \_\_\_\_\_  
Escondido, CA 92029  
Phone: 760.746.1003  
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		\$427,883.00
OPUS APPROVED CHANGE ORDER thru # 4		\$38,384.00
CONTRACT AMOUNT TO DATE TOTAL		\$466,267.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$ \_\_\_\_\_  
B Less Retainage 10 % \$ \_\_\_\_\_  
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				
11077 10-K10-16000.00-S	Electrical Systems - Subcontract	\$466,267.00			I + G	A / H		G - K
	Total	\$466,267.00						
		H	I	G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

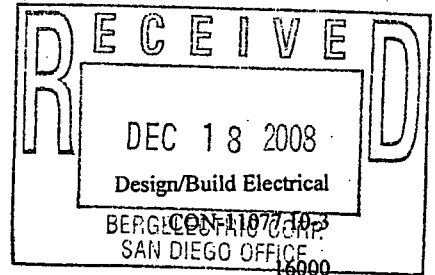
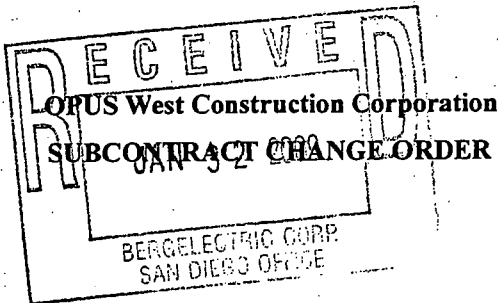
Project Manager

Date

## SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv #	Date	G/L Exp
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Change Order Date: 12/08/2008  
Change Order #: 3  
To Subcontract Agreement dated: 07/22/2008

TO: Bergelectric Corp  
650 Oppen Street  
Escondido, CA 92029

PROJECT: Aethercomm TI  
3205 Lionshead Avenue  
Calrsbad, CA 92010

#### CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide revised phasing for Fan Coils 3, 4 and 5.	\$2,593.00
2	Subcontractor shall provide revised scope necessary to service the humidifiers provided by the HVAC Subcontractor.	\$9,644.00
3	Subcontractor shall provide additional Audio/Visual conduit in rooms 121 and 209 as requested by Athercomm.	\$2,945.00
4	Subcontractor shall provide all necesasary conduits and power as requested by Aethercomm's Security/Fire Alarm Vendor.	\$5,982.00
5	Subcontractor shall provide additional Audio/Visual receptacles in rooms 121 and 209 as requested by Athercomm	\$2,418.00
6	Subcontractor shall provide additional Scope as shown in Field Bulletin #1. This includes but is not limited to 10 dimming recess can lights and Illusion Pendant in conference room 209.	\$5,551.00
		<u>\$29,133.00</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
11077.10-K10-16000.00-S	\$435,483.00	\$29,133.00	\$464,616.00
	\$435,483.00	\$29,133.00	\$464,616.00
Original Contract Amount.....			\$427,883.00
Previously Approved Change Orders.....			\$7,600.00
Amount this Change Order.....			\$29,133.00
Contract Amount to Date.....			\$464,616.00

#### ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

OPUS West Construction Corporation

Tony Parra

DEC 18 2008

Printed Name

Date

Jason Knudson

1/19/09

Printed Name

Date

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

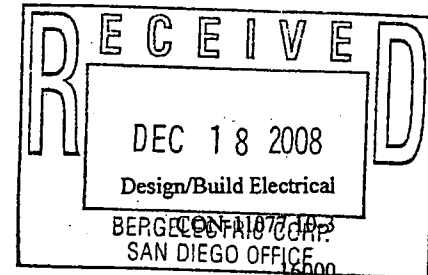
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JAN 15 2009

OPUS WEST-IRVINE



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER



Change Order Date: 12/08/2008

Change Order #: 3

To Subcontract Agreement dated: 07/22/2008

TO: Bergelectric Corp  
650 Opper Street  
Escondido, CA 92029

PROJECT: Aethercomm TI  
3205 Lionshead Avenue  
Carlsbad, CA 92010

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide revised phasing for Fan Coils 3, 4 and 5.	\$2,593.00
2	Subcontractor shall provide revised scope necessary to service the humidifiers provided by the HVAC Subcontractor.	\$9,644.00
3	Subcontractor shall provide additional Audio/Visual conduit in rooms 121 and 209 as requested by Athercomm.	\$2,945.00
4	Subcontractor shall provide all necesary conduits and power as requested by Aethercomm's Security/Fire Alarm Vendor.	\$5,982.00
5	Subcontractor shall provide additional Audio/Visual receptacles in rooms 121 and 209 as requested by Athercomm	\$2,418.00
6	Subcontractor shall provide additional Scope as shown in Field Bulletin #1. This includes but is not limited to 10 dimming recess can lights and Illusion Pendant in conference room 209.	\$5,551.00
		<u>\$29,133.00</u>

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>
11077.10-K10-16000.00-S	\$435,483.00	\$29,133.00	\$464,616.00
	\$435,483.00	\$29,133.00	\$464,616.00
Original Contract Amount.....			\$427,883.00
Previously Approved Change Orders.....			\$7,600.00
Amount this Change Order.....			\$29,133.00
Contract Amount to Date.....			\$464,616.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

OPUS West Construction Corporation

Tony Parra

DEC 18 2008

Printed Name

Date

Jason Knudson

Printed Name

Date

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



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Athercomm TI  
Subcontractor: Bergelectric Corp  
Supplier #: 1006786  
Address: 650 Oppen Street  
Escondido, CA 92029  
Phone : 760.746.1003  
Remittance Address : OPUS West Construction Corporation  
Attn : Accounts Payable  
2050 Main Street, Suite 800  
Irvine, CA 92614

Project Number: 11077  
Date of Application:  
Application Number:  
Period From: Period To:

## CONTRACT INFORMATION

ITEM	SALES TAX \$(If applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$427,883.00
OPUS APPROVED CHANGE ORDER thru # 3		\$36,733.00
CONTRACT AMOUNT TO DATE TOTAL		\$464,616.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$  
B Less Retainage 10 % \$  
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				
11077.10-K10-16000.00-S	Electrical Systems - Subcontract	\$464,616.00			I + G	A / H		G - K
	Total	\$464,616.00						
		H	I	G	A	J	K	E

Entered By : Accounting Date Approved By : Project Manager Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv #	Date	G/L Exp
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RECEIVED  
DEC - 8 2008  
OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER  
BERGELECTRIC CORP  
SAN DIEGO, CA

# 11539  
RECEIVED

DEC 02 2008

OPUS WEST-IRVINE  
Design/Build Electrical

CON-11077.10-3

16000

Change Order Date: 11/17/2008

Change Order #: 2

To Subcontract Agreement dated: 07/22/2008

TO: Bergelectric Corp  
650 Oppen Street  
Escondido, CA 92029

PROJECT: Aethercomm TI  
3205 Lionshead Avenue  
Calrsbad, CA 92010

#### CHANGE DETAILS

Item	Description	Amount
1	Add exterior bug eye lighting.	\$3,240.00
2	Add phone opening in engineering lab ceiling.	\$1,026.00
3	Add three (3) lobby pendants.	\$2,037.00
		<u>\$6,303.00</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
11077.10-K10-16000.00-S	\$429,180.00	\$6,303.00	\$435,483.00
	<u>\$429,180.00</u>	<u>\$6,303.00</u>	<u>\$435,483.00</u>
Original Contract Amount.....			\$427,883.00
Previously Approved Change Orders.....			\$1,297.00
Amount this Change Order.....			\$6,303.00
Contract Amount to Date.....			<u>\$435,483.00</u>

#### ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

OPUS West Construction Corporation

Printed Name

Date

Jason Knudson  
Printed Name

Date

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



# SUBCONTRACT CHANGE ORDER

RECEIVED

DEC 02 2008

OPUS WEST-IRVINE

Change Order Date: 11/13/2008

Change Order #: 1

To Subcontract Agreement dated: 07/22/2008

TO: Bergelectric Corp  
650 Oppen Street  
Escondido, CA 92029

PROJECT: Aethercomm TI  
3205 Lionshead Avenue  
Carlsbad, CA 92010

BERGELECTRIC CORP.  
SAN DIEGO OFFICE

Design/Build Electrical

CON-11077.10-3

16000

## CHANGE DETAILS

Item	Description	Amount
1	Subcontractor to provide power and lighting 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
11077.10-K10-16000.00-S	\$427,883.00	\$1,297.00	\$429,180.00
	<u>\$427,883.00</u>	<u>\$1,297.00</u>	<u>\$429,180.00</u>
Original Contract Amount.....			\$427,883.00
Previously Approved Change Orders.....			\$0.00
Amount this Change Order.....			\$1,297.00
Contract Amount to Date.....			<u>\$429,180.00</u>

## ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

Printed Name

Date

Printed Name

Date

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



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

# 11539

Change Order Date: 11/17/2008

Change Order #: 2

To Subcontract Agreement dated: 07/22/2008

Design/Build Electrical

CON-11077.10-3

16000

TO: Bergelectric Corp  
650 Opper Street  
Escondido, CA 92029

PROJECT: Aethercomm TI  
3205 Lionshead Avenue  
Calrsbad, CA 92010

CHANGE DETAILS

Item	Description	Amount
1	Add exterior bug eye lighting.	\$3,240.00
2	Add phone opening in engineering lab ceiling.	\$1,026.00
3	Add three (3) lobby pendants.	\$2,037.00
		<u>\$6,303.00</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
11077.10-K10-16000.00-S	\$429,180.00	\$6,303.00	\$435,483.00
	<u>\$429,180.00</u>	<u>\$6,303.00</u>	<u>\$435,483.00</u>

Original Contract Amount.....	\$427,883.00
Previously Approved Change Orders.....	\$1,297.00
Amount this Change Order.....	\$6,303.00
Contract Amount to Date.....	\$435,483.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

OPUS West Construction Corporation

Printed Name

Date

Jason Knudson

Printed Name

Date

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

AK



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Athercomm TI Project Number: 11077  
Subcontractor: Bergelectric Corp Date of Application: \_\_\_\_\_  
Supplier #: 1006786  
Address: 650 Oppen Street Application Number: \_\_\_\_\_  
Escondido, CA 92029 Period From: \_\_\_\_\_ Period To: \_\_\_\_\_  
Phone : 760.746.1003  
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		\$427,883.00
OPUS APPROVED CHANGE ORDER thru # 2		\$7,600.00
CONTRACT AMOUNT TO DATE TOTAL		\$435,483.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$ \_\_\_\_\_  
B Less Retainage 10 % \$ \_\_\_\_\_  
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				
11077.10-K10-16000.00-S	Electrical Systems - Subcontract	\$435,483.00			I + G	A / H		G - K
	Total	\$435,483.00						
		H	I	G	A	J	K	E

Entered By : \_\_\_\_\_ Accounting Date \_\_\_\_\_ Approved By : \_\_\_\_\_ Project Manager Date \_\_\_\_\_

SHADED AREA FOR OPUS ACCOUNTING USE ONLY





## SUBCONTRACT CHANGE ORDER

Change Order Date: 11/13/2008

Change Order #: 1

To Subcontract Agreement dated: 07/22/2008

Design/Build Electrical

CON-11077.10-3

16000

TO: Bergelectric Corp  
650 Opper Street  
Escondido, CA 92029

PROJECT: Aethercomm TI  
3205 Lionshead Avenue  
Calrsbad, CA 92010

### CHANGE DETAILS

Item	Description	Amount
1	Subcontractor to provide power and lighting for flag pole.	\$1,297.00
		<u>\$1,297.00</u>

### SCHEDULE

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### CONTRACT SUMMARY

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Original Contract Amount.....			\$427,883.00
Previously Approved Change Orders.....			\$0.00
Amount this Change Order.....			\$1,297.00
Contract Amount to Date.....			\$429,180.00

### ACKNOWLEDGEMENT

Please sign and return all original copies

Bergelectric Corp

Printed Name

Date

Printed Name

Date

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





November 17, 2008

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

Job / Reference No: 11077.10  
(must be on all correspondence)

Project: Aethercomm TI  
Address: 3205 Lionshead Avenue  
Calrsbad, CA 92010

Attached is:

**CHANGE ORDER NUMBER: 2**

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.



November 17, 2008

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

Job / Reference No: 11077.10  
(must be on all correspondence)

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## SUBCONTRACT CHANGE ORDER

Change Order Date: 11/13/2008

Change Order #: 1

To Subcontract Agreement dated: 07/22/2008

Design/Build Electrical

CON-11077.10-3

16000

TO: Bergelectric Corp  
650 Opper Street  
Escondido, CA 92029

PROJECT: Aethercomm TI  
3205 Lionshead Avenue  
Calrsbad, CA 92010

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Printed Name

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