


<b>UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS</b>		<b>PROOF OF CLAIM</b>
<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;">09-34360</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</b> (the person or other entity to whom the debtor owes money or property):  Kraemer Consulting Engineers, PLLC 2050 W. Whispering Wind Dr., Suite 158 Phoenix, Arizona 85085		<div style="text-align: center; font-size: 1.5em; margin-bottom: 10px;"> <b>RECEIVED</b>  <b>OCT 13 2009</b>  <b>BMC GROUP</b> </div> <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>  As Above  <b>Telephone number:</b> 602-285-1669 <b>Email Address:</b> Mike@kraemereng.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.
<b>Name and address where payment should be sent (if different from above):</b>  As Above  <b>Telephone number:</b>		
<b>1. Amount of Claim as of Date Case Filed:</b> <u>\$1,750.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> 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)( ).  <b>Amount entitled to priority:</b>  <div style="text-align: center;">\$</div>
<b>2. Basis for Claim:</b> <u>Engineering Services to provide CD's</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</b> (See instruction #4 on reverse side.)  Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other <b>Value of Property:</b> \$ _____ <b>Annual Interest Rate</b> ____% <b>Amount of arrearage and other charges as of time case filed included in secured claim, if any:</b> \$ _____ <b>Basis for perfection:</b> _____ <b>Amount Unsecured:</b> \$ _____		
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  <b>7. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain: _____		<div style="text-align: center; font-weight: bold;">FOR COURT USE ONLY</div> <div style="text-align: center;">             OPUS WEST                00293           </div>
<b>Date:</b> 10-01-09	<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="font-size: 1.5em; font-family: cursive;">MJK</div> <div style="margin-left: 100px;">             Michael J. Kraemer              Principal           </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)

## 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.

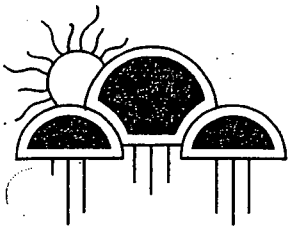
## INFORMATION

### 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.



## Principals

Michael J. Kraemer, P.E.  
Richard D. Redmond, P.E.  
Troy P. Wurth  
Jason M. Bush, P.E.

## Kraemer Consulting Engineers, P.L.L.C.

Mechanical & Electrical Engineers

3/31/2009

Opus West Corporation  
2555 East Camelback Road, Suite 800  
Phoenix, AZ 85016-4201  
Attn: Accounts Payable

RE: PIMA CENTER I  
AZ CANCER SPECIALIST  
OPUS 97335.24  
KCE 09-58A

INVOICE # 09-58A.01

MECHANICAL ENGINEERING FEE: 1,000.00

New Billings: CD's 100% Complete 1,000.00

Previous Billing: 0.00

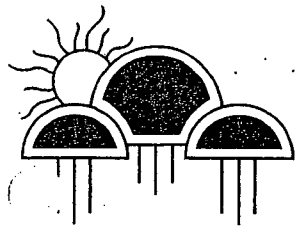
Total Billings to Date: 1,000.00

Amount Received: 0.00

AMOUNT DUE THIS INVOICE \$1,000.00

Please make checks payable to Kraemer Consulting Engineers, P.L.L.C..

Thank you for the opportunity to work on your project. If there are any questions, please advise.



## Principals

Michael J. Kraemer, P.E.  
Richard D. Redmond, P.E.  
Troy P. Wurth  
Jason M. Bush, P.E.

## Kraemer Consulting Engineers, P.L.L.C.

Mechanical & Electrical Engineers

3/31/2009

Opus West Corporation  
2555 East Camelback Road, Suite 800  
Phoenix, AZ 85016-4201  
Attn: Accounts Payable

RE: PIMA CENTER I  
AZ CANCER SPECIALIST  
OPUS 97335.24  
KCE 09-58A

INVOICE # 09-58A.02

ELECTRICAL ENGINEERING FEE:	750.00
New Billings: CD's 100% Complete	750.00
Previous Billing:	0.00
Total Billings to Date:	750.00
Amount Received:	0.00

AMOUNT DUE THIS INVOICE \$750.00

Please make checks payable to Kraemer Consulting Engineers, P.L.L.C..

Thank you for the opportunity to work on your project. If there are any questions, please advise.

March 17, 2009

Troy P. Wurth  
Kraemer Consulting Engineers, P.L.L.C.  
2050 West Whispering Wind Drive, Suite 158  
Phoenix, Arizona 85058-2864

Via Email and Mail

**RE: MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES**  
Arizona Cancer Specialist Tenant Improvement @ Pima Center I – Building 'B'  
Opus Project #97335.24

Dear Mr. Wurth:

Under the terms of the Master Agreement for Consulting Services dated August 29, 2006, and as required in Article 1 of said agreement, this letter shall serve as written acceptance of your proposal dated March 5, 2009 to provide Mechanical and Electrical Engineering Services as defined in said proposal for a fixed fee of One Thousand Seven Hundred Fifty and no/100ths Dollars (\$1,750.00). This Letter of Authorization also stipulates a not-to-exceed allowance of \$1,000.00 for hourly fees and reimbursable expenses related to revisions, special inspections, as-built drawings and optional add services. Total billing authorized under this Letter of Authorization is Two Thousand Seven Hundred Fifty and no/100ths Dollars (\$2,750.00) (Attachment "A"). Please note the following clarifications considered to be a part of this authorization:

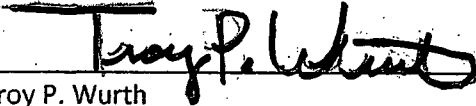
1. Work shall commence March 16, 2009, with permitting documents provided to Opus no later than March 25, 2009.
2. Consultant shall name the property Owner, PC-101, Inc., as additional insured on Opus' certificate required under the terms of the above-noted Master Agreement. Please note that Opus' West Construction Corporation ("OWCC") and Opus West Corporation ("OWC") must be also listed as additional insureds. OWCC must be in receipt of your insurance certificate prior to any site work. Please forward at least a facsimile of the certificate by close of business March 20, 2009.
3. If any terms or conditions identified in the referenced Consultant proposal letter are in conflict with the above-noted Master Agreement, the terms and conditions of the Master Agreement shall prevail.
5. It is our understanding that the Consultant has designated Troy P. Wurth as its authorized representative for the Project.
6. The project conceptual drawings and other pertinent documents are considered a part of this acceptance and are identified in Attachment "B" attached hereto.
7. Consultant's invoices shall be submitted monthly on the Consultant Application for Payment form, indicating cost breakdowns. Consultant shall reference Opus Job #97335.24 and the following cost codes on all invoices and correspondence.
  - HVAC: 97335.24-N10-17400.00-S
  - Electrical: 97335.24-N10-17500.00-S

8. This acceptance letter confirms authorization for the Consultant's Right of Entry at the Project Site in accordance with the terms of the Agreement.

We look forward to the opportunity to work with your firm on this project.

Sincerely,  
**Opus West Construction Corporation**

Vincent Genetti  
Project Manager

  
Troy P. Wurth

Attachment A: Fee Schedule for Mechanical and Electrical Engineering Services  
Attachment B: Project Document List

cc: File

**Attachment "A"****Fee Schedule for  
Mechanical and Electrical Design Services**

<b>SCOPE ITEM</b>	<b>RATE</b>
Mechanical Construction Documents .....	\$1,000.00
Electrical Construction Documents .....	\$750.00
Allowance for reimbursables and hourly fees for revisions, special inspections, as-built drawings and optional add services .....	\$1,000.00*
<b>TOTAL.....</b>	<b>\$2,750.00</b>

\*per the Fee Schedule outlined below

(Reimbursable expenses shall be billed at direct cost)

Services that are provided beyond the base scope shall be billed at the following rates:

**Professional Staff**

Principal .....	\$150.00/HR
Project Engineer .....	\$130.00/HR
Engineer .....	\$85.00/HR
Construction Administrator .....	\$85.00/HR
Senior Designer .....	\$75.00/HR
Computer Drafter .....	\$65.00/HR
Clerical .....	\$50.00/HR

**End Hourly Fee Schedule**

**Attachment "B"**

**Project Document List**

**Concept or Schematic Design Drawings:**

<u>Sheet No.</u>	<u>Description</u>	<u>Date</u>
SK-3	Space Plan — Arizona Cancer Specialist	2/12/2009

**Specification/Data:**

1. None

**Project Schedule:**

1. Arizona Cancer Specialist Schedule, Pima Center I — Building 'B' dated March 9, 2009 as prepared by Opus West Construction Corporation.



## Kim Simmons

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**From:** Kim Simmons  
**Sent:** Friday, March 13, 2009 9:39 AM  
**To:** 'vincent.genetti@opuswest.com'  
**Subject:** Arizona Cancer Specialist  
**Attachments:** SCAN7553\_000.pdf

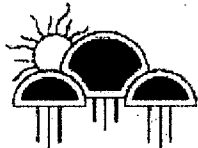
Vincent,

Attached is our revised proposal.

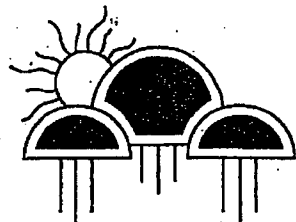
Please contact Troy if you have any questions.

Thank you,  
Kim

Kim E. Simmons  
Office Manager  
Kraemer Consulting Engineers, P.L.L.C.  
2050 W. Whispering Wind Drive, Suite 158  
Phoenix, Arizona 85085  
602-285-1669 x110



**Kraemer Consulting Engineers, P.L.L.C.**  
Mechanical & Electrical Engineers



## Principals

Michael J. Kraemer, P.E.  
Richard D. Redmond, P.E.  
Troy P. Wurth  
Jason M. Bush, P.E.

## Kraemer Consulting Engineers, P.L.L.C.

### Mechanical & Electrical Engineers

March 5, 2009

Mr. Vincent Genetti, Project Manager  
Opus West Construction Corporation  
2555 East Camelback Road, Suite 800  
Phoenix, Arizona 85016

RE: PIMA CENTER 1 - BLDG B  
ARIZONA CANCER SPECIALIST TI  
ENGINEERING SERVICES

Dear Mr. Genetti:

Kraemer Consulting Engineers, P.L.L.C. (KCE) is pleased to provide this proposal for Mechanical and Electrical Consulting Engineering Services associated with the above referenced project. KCE has reviewed the preliminary project design information provided and have based our proposal to provide contract documents for a 2,992 square foot tenant improvement. KCE will coordinate our efforts with your office and other engineers as required. This project shall be completed on AutoCAD. An outline of our proposed Scope of Services is provided in Attachment A, along with a fee breakdown in Attachment B, and Additional Services Fees are provided in Attachment C.

KCE is very excited about the prospect of working with your firm on this project. In providing our fee proposal, we have attempted to anticipate all project requirements and providing you with a detailed breakdown of our proposal. In the event certain items of work are not required, they can be eliminated from our proposal and the engineering fee reduced appropriately. Similarly, if something of significance has been overlooked, please advise so.

KCE will deliver a quality mechanical, plumbing, and electrical design effort with personalized service. If this proposal should require modification or revision, please notify us. Otherwise, please sign and return one copy for our files.

APPROVED:

Sincerely,

Troy P. Wurth  
Principal

\_\_\_\_\_  
for Opus West Construction Corp. Date

OPUS.PRO.AZ CANCER TI.030509

## ATTACHMENT A

### ENGINEERING SCOPE OF WORK

1. Included in the Basic Mechanical Engineering Services are the following:
  - A. Preliminary design phase services shall include conference calls with your office, architect, and other consultants as required to establish scope and provide engineering input for the design and layout of the facility. Prepare construction drawing packages as required per architect. Coordination and general information exchanges to prepare the Construction Documents.
  - B. Preparation of the mechanical construction set of drawings and project notes. Included in the mechanical design is to provide HVAC equipment, ductwork, air distribution, condensate, and restroom exhaust as required based on the architectural layout. Tenant shall be responsible for providing a list of equipment and the btuh heat output for each piece of equipment to verify HVAC loads.
  - C. Coordinate with Tenant Design Criteria as required.
  - D. Coordinate with Landlord Design Criteria as required.
  - E. City corrections if required.
  - F. Address questions which may arise and prepare any addenda as may be appropriate during bidding.
  - G. Shop Drawing Review.
  - H. Coordinate with your office and or the contractor on any clarification of plans during construction and provide supplemental sketches as required.
  - I. Existing mechanical and plumbing systems in the Tenant Improvement areas based on the original building construction drawings. Site visit to investigate and "As-build" the existing conditions is not included in the Basic Services and will be billed as Additional Services if required as requested.
2. Included in the Basic Electrical Engineering Services are the following:
  - A. Preliminary design phase services shall include conference calls with your office, architect, and other consultants as required to establish scope and provide engineering input for the design and layout of the facility. Prepare construction drawing packages as required per architect. Coordination and general information exchanges to prepare the Construction Documents.
  - B. Preparation of the electrical construction set of drawings and project notes. Included in the electrical design is a complete electrical lighting, power, one-line diagram, fire alarm drawings, HVAC equipment power, panel schedules,

details, and calculations as required based on the architectural layout.

- C. Address questions which may arise and prepare any addenda as may be appropriate during bidding.
- D. Coordinate with Tenant Design Criteria as required.
- E. Coordinate with Landlord Design Criteria as required.
- F. City corrections if required.
- G. Address questions which may arise and prepare any addenda as may be appropriate during bidding.
- H. Shop Drawing Review.
- I. Coordinate with your office and or the contractor on any clarification of plans during construction and provide supplemental sketches as required.
- J. Existing electrical systems in the Tenant Improvement areas based on the original building construction drawings and field survey.

4. Construction Administration is based on the following:

- A. Meetings and site visits during construction shall be based on a hourly rate or a negotiated lump sum amount. This fee is not included in the Basic Services and will be billed as Additional Services, if required.

5. Special Inspections is based on the following:

- A. Special inspections if required shall be based on a an hourly rate or a negotiated lump sum amount. This fee is not included in the Basic Services and will be billed as Additional Services if required as requested.

6. Not anticipated as being required and, therefore, not included in our proposal are the following:

- A. All applicable taxes, permit fees, printing or reproduction costs for bid documents.
- B. Preparation of reports or studies for additional work typically included as "Additional Services" in the standard AIA agreement between Architect and Consultants.
- C. Preparation of detailed cost estimates for material and labor.
- D. Any redesign of approved mechanical, plumbing, or electrical systems based on owner initiated changes or changes in scope. These changes shall be performed as an additional service on an hourly basis or negotiated lump sum amount.
- E. Design and specification of "special systems" (i.e. telecommunications, security, data, etc.). An empty conduit raceway will be provided based on equipment suppliers' equipment layout.
- F. Special inspections, as-built "Record Drawings", pre-bid conference, construction meetings, changes in scope, etc., shall be performed as an additional service on an hourly basis or a negotiated lump sum amount.
- G. Specialty areas such as surgical suites, kitchens, laboratories, computer/server rooms, IDF/MDF rooms, etc., shall be negotiated as an additional service.
- H. Review of Contractor prepared shop drawings which are the result of design changes initiated by the Contractor.
- J. Multiple sets of construction documents for phased construction (fast-track).
- K. Engineered fire protection drawings or performance specification.
- L. Engineered plumbing drawings.

## ATTACHMENT B

### ENGINEERING FEE PROPOSAL

The fee shall be invoiced based on the schedule below. Invoices are due 30 days after Opus receives invoice. Additional services or changes in scope shall be billed at our standard hourly rates or a negotiated lump sum. The following is a breakdown of our fee and standard hourly rates:

#### FEE BREAKDOWN

	<u>M FEE</u>	<u>E FEE</u>
Construction Documents	\$ 1,000.00	\$ 750.00
MP&E FEE	\$ 1,000.00	\$ 750.00
GRAND TOTAL FEE	\$ 1,750.00	

#### HOURLY RATE BREAKDOWN

March 2009  
Standard Rates

Principal	\$150.00
Project Engineer	\$130.00
Engineer	\$ 85.00
Construction Administrator	\$ 85.00
Senior Designer	\$ 75.00
Computer Drafter	\$ 65.00
Clerical	\$ 50.00

1. Hourly rates quoted herein are applicable for a period of 12 months unless otherwise stipulated.
2. Reimbursable expenses include travel and per diem (lodging, meals, etc.), reproduction, telephone, postage, express mailing, etc., will be billed on a direct cost reimbursable expense mutually agreed upon.

## Kim Simmons

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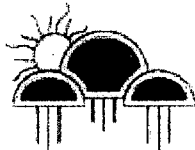
**From:** Kim Simmons  
**Sent:** Monday, March 30, 2009 10:17 AM  
**To:** 'Carla.Clary@opuswest.com'  
**Subject:** RE: AZ Cancer Specialists T.I.  
**Attachments:** Prof. Liability Cert.pdf; General Liability Cert.pdf

Carla,

Attached are the certificates of insurance.

Kim

Kim E. Simmons  
Office Manager  
Kraemer Consulting Engineers, P.L.L.C.  
2050 W. Whispering Wind Drive, Suite 158  
Phoenix, Arizona 85085  
602-285-1669 x110



**Kraemer Consulting Engineers, P.L.L.C.**  
Mechanical & Electrical Engineers

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**From:** Clary, Carla [mailto:Carla.Clary@opuswest.com]  
**Sent:** Tuesday, March 24, 2009 3:24 PM  
**To:** Troy Wurth  
**Subject:** AZ Cancer Specialists T.I.

Hi Troy,

Attached find your Letter of Authorization along with the pay application for AZ Cancer Specialists T.I. If you would please sign and return it to my attention, I'd appreciate it. Also, if you would have your insurance certificates forwarded to me as quickly as possible, that would be great. Opus West Construction Corporation is the certificate holder. Opus West Corporation & PC-101, Inc. should be listed as the additional insureds.

Let me know if you have any questions. Thanks!

Carla Jo Clary  
Administrative Assistant  
Opus West Construction Corporation  
2555 East Camelback Road, #800, Phoenix, AZ 85016  
602.468.7094 Phone / 866.515.9241 Direct Fax

This email is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If the reader of this email is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the listed email address. Thank You.

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**ACORD****CERTIFICATE OF LIABILITY INSURANCE**OP ID WD  
KRAEM-1

DATE (MM/DD/YYYY)

03/25/09

**PRODUCER**

Professional Underwriters of  
Arizona, Inc.  
P.O. Box 5419  
Scottsdale AZ 85261-5419  
Phone: 480-483-0440 Fax: 480-948-7752

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

Kraemer Consulting Engineers,  
PLLC  
Kraemer Engineering, Inc.  
2050 W. Whispering Wind Dr #102  
Phoenix AZ 85085-2864

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: St Paul Fire &amp; Marine

24767

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Full Retro	QP03810302	04/15/08	04/15/09	Per Claim 2,000,000 Ann Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*Except 10 days nonpayment

RE: Pima Center 1-Building B Arizona Cancer Specialist TI

Opus Project 97335.24

**CERTIFICATE HOLDER**

OPUSW01

Opus West Construction Corp  
2555 E Camelback Rd, Suite 800  
Phoenix AZ 85016

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Jeffrey D. Service*

**Phone:** (602) 992-9700 ext. 250  
**Fax:** (602) 992-7480

# Fax

<b>From:</b> Debbie Martin	<b>To:</b> Kim
<b>Pages:</b> 8	<b>Fax:</b> 6022859450
<b>Date:</b> 3/25/2009 09:15:41 AM	<b>Phone:</b> (527) 734-7
<b>Subject:</b> Opus West Construction Corp.	

**Message:**

PROJECT: PIMA CENTER 1 - BUILDING "B" ARIZONA CANCER  
/ OPUS PROJECT # 97335.24

SPECIALIST TI

Hi Kim,

Please find attached the certificate and endorsement(s) for the above.

Thank You, and have a great day,

Debbie

**ACORD CERTIFICATE OF LIABILITY INSURANCE**OP ID DL  
KRAEM-1DATE (MM/DD/YYYY)  
03/25/09**PRODUCER**

R. P. Ryan Insurance, Inc.  
www.rpryan.com info@rpryan.com  
18501 N. 40th St., Suite 102  
Phoenix AZ 85032  
Phone: 602-992-9700 Fax: 602-992-7480

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

**INSURED**

Kraemer Engineering, Inc.  
Kraemer Consulting Engineers  
PLLC  
c/o Mike Kraemer  
2050 W Whispering Wind Dr. #258  
Phoenix AZ 85085

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Travelers Insurance Group

0496

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	680-5260M444	08/01/08	08/01/09	EACH OCCURRENCE \$ 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 4000000 PRODUCTS - COMP/OP AGG \$ 4000000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA-5263M378	08/01/08	08/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	CUP-0534T453	08/01/08	08/01/09	EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	UB-9088L36A	02/01/09	02/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A		Property Section	680-5260M444	08/01/08	08/01/09	BPP 225,000
A		Commercial Appli	680-5260M444	08/01/08	08/01/09	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

PROJECT: PIMA CENTER 1 - BUILDING "B" ARIZONA CANCER SPECIALIST TI/ OPUS  
PROJECT #97335.24 ; Opus West Construcion Corporation (OWCC), and Opus West Corporation (OWC), and PC-101 are named as additional insureds with respect to work performed on behalf of the Certificate Holder and Owner.  
Coverage is primary and non-contrib., applies to GL, Auto Liab. & Umbrella

**CERTIFICATE HOLDER****CANCELLATION**

OPUS WE

Opus West Construction Corp.  
2555 E. Camelback #800  
Phoenix AZ 85016

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jim Boques

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>A. Broadened Named Insured</li> <li>B. Damage To Premises Rented To You Extension               <ul style="list-style-type: none"> <li>• Perils of fire, explosion, lightning, smoke, water</li> <li>• Limit increased to \$300,000</li> </ul> </li> <li>C. Blanket Waiver of Subrogation</li> <li>D. Blanket Additional Insured – Managers or Lessors of Premises</li> <li>E. Blanket Additional Insured – Lessor of Leased Equipment</li> <li>F. Incidental Medical Malpractice</li> <li>G. Personal Injury – Assumed by Contract</li> <li>H. Extension of Coverage – Bodily Injury</li> </ul> | <ul style="list-style-type: none"> <li>I. Injury to Co-Employees and Co-Volunteer Workers</li> <li>J. Aircraft Chartered with Crew</li> <li>K. Non-Owned Watercraft – Increased from 25 feet to 50 feet</li> <li>L. Increased Supplementary Payments               <ul style="list-style-type: none"> <li>• Cost for bail bonds increased to \$2,500</li> <li>• Loss of earnings increased to \$500 per day</li> </ul> </li> <li>M. Knowledge and Notice of Occurrence or Offense</li> <li>N. Unintentional Omission</li> <li>O. Reasonable Force – Bodily Injury or Property Damage</li> </ul> |
|---|---|

### PROVISIONS

#### A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:  
The person or organization named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.
2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.
3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

#### B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:  
Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
  - a. Fire;
  - b. Explosion;
  - c. Lightning;
  - d. Smoke resulting from such fire, explosion, or lightning; or
  - e. Water.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).
2. This insurance does not apply to damage to premises while rented to you, or temporarily

## COMMERCIAL GENERAL LIABILITY

occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Part 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.

4. Under DEFINITIONS (Section V), Paragraph a. of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is excluded by endorsement.

C. **BLANKET WAIVER OF SUBROGATION**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

D. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

WHO IS AN INSURED (Section II) is amended to include as an Insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
  - a. Any "occurrence" that takes place after you cease to be a tenant in that premises;
  - b. Any premises for which coverage is excluded by endorsement; or
  - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

E. **BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**

WHO IS AN INSURED (Section II) is amended to include as an Insured any person or organization (referred to below as "additional insured") with

## COMMERCIAL GENERAL LIABILITY

whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
  - a. Any "occurrence" that takes place after the equipment lease expires; or
  - b. "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

### F. INCIDENTAL MEDICAL MALPRACTICE

1. The definition of "bodily injury" in DEFINITIONS (Section V) is amended to include "Incidental Medical Malpractice Injury".
2. The following definition is added to DEFINITIONS (Section V):

"Incidental medical malpractice injury" means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

  - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
  - c. First aid.
  - d. "Good Samaritan services". As used in this Provision F., "Good Samaritan services" are those medical services rendered or provided in an emergency and

for which no remuneration is demanded or received.

3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):

(This insurance does not apply to:) Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.

5. For the purposes of determining the applicable limits of insurance, any act or omission, together with all related acts or omissions in the furnishing of the services described in paragraph 2. above to any one person, will be considered one "occurrence".
6. This Provision F. does not apply if you are in the business or occupation of providing any of the services described in paragraph 2. above.
7. The insurance provided by this Provision F. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

### G. PERSONAL INJURY - ASSUMED BY CONTRACT

1. The Contractual Liability Exclusion in Part 2., Exclusions of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (Section I - Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

#### Contractual Liability

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for

## COMMERCIAL GENERAL LIABILITY

damages that the insured would have in the absence of the contract of agreement.

2. Subparagraph f. of the definition of "insured contract" (DEFINITIONS - Section V) is deleted and replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

3. This Provision G. does not apply if COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by endorsement.

### H. EXTENSION OF COVERAGE - BODILY INJURY

The definition of "bodily injury" (DEFINITIONS - Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### I. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of WHO IS AN INSURED (Section II) do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

### J. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the Aircraft, Auto Or Watercraft Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):  
(This exclusion does not apply to:) Aircraft chartered with crew to any insured.
2. This Provision J. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision J. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

### K. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph (2) of the Aircraft, Auto Or Watercraft Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is deleted and replaced by the following:  
(2) A watercraft you do not own that is:  
  - (a) Fifty feet long or less; and
  - (b) Not being used to carry persons or property for a charge;
2. This Provision K. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
3. The insurance provided by this Provision K. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

### L. INCREASED SUPPLEMENTARY PAYMENTS

Parts b. and d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (Section I - Coverages) are amended as follows:

1. In Part b. the amount we will pay for the cost of bail bonds is increased to \$2500.



## COMMERCIAL GENERAL LIABILITY

2. In Part d. the amount we will pay for loss of earnings is increased to \$500 a day.

### M. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section II - Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II - Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.
3. However, this Provision M. does not apply as respects the specific number of days within

which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

### N. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision N. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

### O. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

The Expected Or Intended Injury Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

#### Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## Kim Simmons

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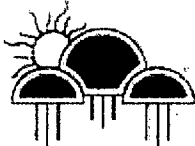
**From:** Kim Simmons  
**Sent:** Wednesday, April 01, 2009 1:59 PM  
**To:** 'Carla.Clary@opuswest.com'  
**Subject:** RE: AZ Cancer Specialists T.I. & American Alarm  
**Attachments:** American Alarm Waiver.pdf; AZ Cancer Spec. Pay App.pdf

Carla,

Attached is the pay application for AZ Cancer Specialists and the Waiver for American Alarm.

Thank you,  
Kim

Kim E. Simmons  
Office Manager  
Kraemer Consulting Engineers, P.L.L.C.  
2050 W. Whispering Wind Drive, Suite 158  
Phoenix, Arizona 85085  
602-285-1669 x110



**Kraemer Consulting Engineers, P.L.L.C.**  
Mechanical & Electrical Engineers

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**From:** Clary, Carla [mailto:Carla.Clary@opuswest.com]  
**Sent:** Tuesday, March 24, 2009 3:24 PM  
**To:** Troy Wurth  
**Subject:** AZ Cancer Specialists T.I.

Hi Troy,

Attached find your Letter of Authorization along with the pay application for AZ Cancer Specialists T.I. If you would please sign and return it to my attention, I'd appreciate it. Also, if you would have your insurance certificates forwarded to me as quickly as possible, that would be great. Opus West Construction Corporation is the certificate holder. Opus West Corporation & PC-101, Inc. should be listed as the additional insureds.

Let me know if you have any questions. Thanks!

Carla Jo Clary  
Administrative Assistant  
Opus West Construction Corporation  
2555 East Camelback Road, #800, Phoenix, AZ 85016  
602.468.7094 Phone / 866.515.9241 Direct Fax

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## **Kim Simmons**

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**From:** Troy Wurth  
**Sent:** Tuesday, March 24, 2009 3:53 PM  
**To:** Kim Simmons  
**Subject:** FW: AZ Cancer Specialists T.I.  
**Attachments:** Kraemer LOA.PDF

Kim,

Save, print, and order up insurance certificates.

Thanks,

Troy P. Wurth  
Principal  
Kraemer Consulting Engineers, PLLC

602-285-1669 (P)  
602-285-9450 (F)  
602-647-6980 (M)

2050 W. Whispering Wind Dr., Suite 158  
Phoenix, Arizona 85085-2864

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March 17, 2009

Troy P. Wurth  
Kraemer Consulting Engineers, P.L.L.C.  
2050 West Whispering Wind Drive, Suite 158  
Phoenix, Arizona 85058-2864

Via Email and Mail

**RE: MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES**  
Arizona Cancer Specialist Tenant Improvement @ Pima Center I – Building 'B'  
Opus Project #97335.24

Dear Mr. Wurth:

Under the terms of the Master Agreement for Consulting Services dated August 29, 2006, and as required in Article 1 of said agreement, this letter shall serve as written acceptance of your proposal dated March 5, 2009 to provide Mechanical and Electrical Engineering Services as defined in said proposal for a fixed fee of One Thousand Seven Hundred Fifty and no/100ths Dollars (\$1,750.00). This Letter of Authorization also stipulates a not-to-exceed allowance of \$1,000.00 for hourly fees and reimbursable expenses related to revisions, special inspections, as-built drawings and optional add services. Total billing authorized under this Letter of Authorization is Two Thousand Seven Hundred Fifty and no/100ths Dollars (\$2,750.00) (Attachment "A"). Please note the following clarifications considered to be a part of this authorization:

1. Work shall commence March 16, 2009, with permitting documents provided to Opus no later than March 25, 2009.
2. Consultant shall name the property Owner, PC-101, Inc., as additional insured on Opus' certificate required under the terms of the above-noted Master Agreement. Please note that Opus West Construction Corporation ("OWCC") and Opus West Corporation ("OWC") must be also listed as additional insureds. OWCC must be in receipt of your insurance certificate prior to any site work. Please forward at least a facsimile of the certificate by close of business March 20, 2009.
3. If any terms or conditions identified in the referenced Consultant proposal letter are in conflict with the above-noted Master Agreement, the terms and conditions of the Master Agreement shall prevail.
5. It is our understanding that the Consultant has designated Troy P. Wurth as its authorized representative for the Project.
6. The project conceptual drawings and other pertinent documents are considered a part of this acceptance and are identified in Attachment "B" attached hereto.
7. Consultant's invoices shall be submitted monthly on the Consultant Application for Payment form, indicating cost breakdowns. Consultant shall reference Opus Job #97335.24 and the following cost codes on all invoices and correspondence.
  - HVAC: 97335.24-N10-17400.00-S
  - Electrical: 97335.24-N10-17500.00-S

8. This acceptance letter confirms authorization for the Consultant's Right of Entry at the Project Site in accordance with the terms of the Agreement.

We look forward to the opportunity to work with your firm on this project.

Sincerely,

**Opus West Construction Corporation**

Vincent Genetti  
Project Manager

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Troy P. Wurth

Attachment A: Fee Schedule for Mechanical and Electrical Engineering Services

Attachment B: Project Document List

cc: File



**Attachment "A"****Fee Schedule for  
Mechanical and Electrical Design Services**

<b>SCOPE ITEM</b>	<b>RATE</b>
Mechanical Construction Documents .....	\$1,000.00
Electrical Construction Documents .....	\$750.00
Allowance for reimbursables and hourly fees for revisions, special inspections, as-built drawings and optional add services .....	\$1,000.00*
<b>TOTAL.....</b>	<b>\$2,750.00</b>

\*per the Fee Schedule outlined below

(Reimbursable expenses shall be billed at direct cost)

Services that are provided beyond the base scope shall be billed at the following rates:

**Professional Staff**

Principal .....	\$150.00/HR
Project Engineer .....	\$130.00/HR
Engineer .....	\$85.00/HR
Construction Administrator .....	\$85.00/HR
Senior Designer .....	\$75.00/HR
Computer Drafter .....	\$65.00/HR
Clerical .....	\$50.00/HR

**End Hourly Fee Schedule**

**Attachment "B"**

**Project Document List**

**Concept or Schematic Design Drawings:**

<u>Sheet No.</u>	<u>Description</u>	<u>Date</u>
SK-3	Space Plan – Arizona Cancer Specialist	2/12/2009

**Specification/Data:**

1. None

**Project Schedule:**

1. Arizona Cancer Specialist Schedule, Pima Center I – Building 'B' dated March 9, 2009 as prepared by Opus West Construction Corporation.

