


UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input checked="" type="checkbox"/> Opus West Corporation <input type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.	Case Number: <div style="font-size: 1.2em; font-family: cursive;">09-34356-11</div>	
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. All other requests for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <div style="font-size: 1.1em; font-family: cursive;">Emerald Landscape Services, Inc.</div> <div style="font-size: 1.1em; font-family: cursive;">531 West Crowther Avenue</div> <div style="font-size: 1.1em; font-family: cursive;">Placentia, CA 92870</div>	<div style="text-align: center; font-weight: bold; font-size: 1.1em;">RECEIVED</div> <div style="text-align: center; font-weight: bold; font-size: 1.1em;">NOV 05 2009</div> <div style="text-align: center; font-weight: bold; font-size: 1.1em;">BMC GROUP</div>	
Name and address where notices should be sent: <div style="font-size: 1.1em; font-family: cursive;">Emerald Landscape Services, Inc</div> <div style="font-size: 1.1em; font-family: cursive;">531 West Crowther Ave., Placentia, CA 92870</div> <div style="font-size: 1.1em; font-family: cursive;">Telephone number: 714-993-9000</div> <div style="font-size: 1.1em; font-family: cursive;">Email Address: emerald@elsinc.biz</div>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <small>(If known)</small> Filed on:	
Name and address where payment should be sent (if different from above): Telephone number:	<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.	
1. Amount of Claim as of Date Case Filed: \$ <u>83,884.-</u> <small>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.</small> <small>If all or part of your claim is entitled to priority, complete item 5.</small> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: <div style="text-align: center; font-weight: bold;">\$</div>	
2. Basis for Claim: _____ <small>(See instruction #2 on reverse side.)</small>	6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____	
3. Last four digits of any number by which creditor identifies debtor: <u>5875</u> 3a. Debtor may have scheduled account as: _____ <small>(See instruction \$3a on reverse side).</small>		
4. Secured Claim <small>(See instruction #4 on reverse side.)</small> Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Value of Property: \$ <u>5 Mil.</u> Annual Interest Rate ____% Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>N/A</u> Basis for perfection: _____ Amount Unsecured: \$ <u>0</u>		
Date: <div style="font-size: 1.2em; font-family: cursive;">11/3/2009</div>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="font-size: 1.5em; font-family: cursive; margin-top: 10px;">John C. Croul, President</div> <div style="text-align: right; font-size: 1.2em; font-family: cursive;">11/3/09</div>	
FOR COURT USE ONLY <div style="text-align: center; font-weight: bold;">OPUS WEST</div> <div style="text-align: center;">  00372 </div>		



MAY 21, 2009 11:53 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER
FEES: 13.00

NOTICES: 1

PAGES: 1



SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECORDING REQUESTED BY:
Emerald Landscape Services, Inc.AND WHEN RECORDED MAIL TO:
Emerald Landscape Services, Inc.531 W. Crowther Avenue
Placentia, CA 92870

6194

MECHANICS' LIEN

The undersigned, Emerald Landscape Services, Inc. claimant, claims a mechanic's lien upon the following described real property: City of Carlsbad, County of San Diego, California, Opus Point IV, 3197 Lionshead Avenue, Carlsbad, CA.

The sum of \$77,240.00 together with interest thereon at the rate of 0.00 percent per annum from May 20, 2009, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: Landscape and Irrigation.

Claimant furnished the work and/or materials at the request of, or under contract with: Opus West Construction Corp., 2050 Main Street, Suite #800, Irvine, CA 92614.

The owners and reputed owners of the property are: Opus West Corp., 2555 E. Camelback Road, #800, Phoenix, AZ 85016.

Firm Name: Emerald Landscape Services, Inc.

By: Nancie Raddatz
Nancie Raddatz / Authorized Agent**VERIFICATION**

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanic's lien: I have read said claim of mechanic's lien and know the contents thereof: the same is true of my own knowledge.

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

Executed on May 20, 2009, at San Diego, California.

Nancie Raddatz
Nancie Raddatz / Authorized Agent

CA739354

CALIFORNIA PRELIMINARY NOTICE

In accordance with sections 3097 and 3098, California Civil Code

This is not a Lien, This is not a reflection on the integrity of any contractor or subcontractor

1 - You are hereby notified that

EMERALD LANDSCAPE SERVICES INC
531 W CORWYER AVE
PLACENTIA CA 92070

Reputed Owner

OPUS WEST CORPORATION
2050 MAIN ST #800
IRVINE CA 92614

2 - Has furnished or will furnish labor, services, equipment, or materials of the following general description:

LANDSCAPING

Reputed Construction Lender or Lessee

WACHOVIA BANK NA
MAIL CODE AZ 1400
16435 N SCOTTSDALE RD #3200
SCOTTSDALE AZ 85254

3 - An estimate of the total price of the labor, services, equipment, or materials furnished or to be furnished is:

\$ 460,713.00

Reputed Original Contractor

OPUS WEST CONST CORP
2050 MAIN ST #800
IRVINE CA 92614

4 - The building, structure or other work of improvement is located at:

OPUS POINT IV
3197 LIONSHEAD AVE
CARLSBAD CA 92010

A.D.C. UNKNOWN

5 - The name of the person or firm who contracted for the purchase of such labor, services, equipment or material is:

OPUS WEST CONST CORP
2050 MAIN ST #800
IRVINE CA 92614

6 - Name and address of Trust Funds to which Supplemental Fringe Benefits are payable (if applicable):

7 - Jobsite is Federal Public Work Title 40 USC Sec. 270A-270E.

Contract #

Bond Co:

Signed
Authorized Agent

McCray

NOTICE TO PROPERTY OWNER

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES, EQUIPMENT, OR MATERIALS FURNISHED OR TO BE FURNISHED, A MECHANICS' LIEN LEADING TO THE LOSS, THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR PROPERTY BEING SO IMPROVED MAY BE PLACED AGAINST THE PROPERTY EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY (1) REQUIRING YOUR CONTRACTOR TO FURNISH A RELEASE SIGNED BY THE PERSON OR FIRM GIVING YOU THIS NOTICE BEFORE MAKING FINAL PAYMENT TO YOUR CONTRACTOR OR (2) ANY OTHER METHOD OR DEVICE THAT IS APPROPRIATE UNDER THE CIRCUMSTANCES. OTHER THAN RESIDENTIAL HOMEOWNERS OF DWELLINGS CONTAINING FEWER THAN 5 UNITS, PRIVATE PROJECT OWNERS MUST NOTIFY THE ORIGINAL CONTRACTOR AND ANY LIEN CLAIMANT WHO HAS PROVIDED THE OWNER WITH A PRELIMINARY 20-DAY LIEN NOTICE IN ACCORDANCE WITH SECTION 3097 OF THE CIVIL CODE THAT A NOTICE OF COMPLETION OR NOTICE OF CESSATION HAS BEEN RECORDED WITHIN 10 DAYS OF ITS RECORDATION. NOTICE SHALL BE BY REGISTERED MAIL, CERTIFIED MAIL, OR FIRST-CLASS MAIL, EVIDENCED BY A CERTIFICATE OF MAILING. FAILURE TO NOTIFY WILL EXTEND THE DEADLINES TO RECORD A LIEN.



Opus Point IV / 10303.00
02900 /Landscape & Irrigation
Emerald Landscape Svcs Inc / John Croul
Contact Phone # 714-993-9006
Contact Fax # 714-993-9017
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 29th day of April, 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 Emerald Landscape Svcs Inc ("Subcontractor") with its office located at 531 W. Crowther Ave., Placentia, CA 92870.

Contractor and Subcontractor agree as follows:

1. **Subcontract Documents.** The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
2. **Project.** Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Opus Point IV ("Project"), located at 3197 Lionshead Avenue, Carlsbad, CA 92010 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. **Owner.** The Owner of the Project is Opus West Corporation ("Owner").
4. **Architect/Engineer.** The architect and engineers ("Architect/Engineer") of record for the Project are:
Architect: Smith Consulting Architects
Civil Engineer: O'Day Consultants Inc
Landscape Architect: Ridge Landscape 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 \$ 460,713.00 ("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

By:

Jeffery J. Dickerson
Jeffery J. Dickerson
(Print Name)
VP of Construction
(Title)
6/3/08
(Date)

SUBCONTRACTOR
Emerald Landscape Svcs Inc

By:

John C. Croul
John C. Croul
(Print Name)
President
(Title)
5/1/08
(Date)

ORIGINAL

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Emerald Landscape Svcs Inc dated 04/29/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

I. Work/Subcontract Documents.

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all Section Landscape & Irrigation work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

Drawings and Specifications

Description	Number	Last Revision
Earthwork	02200	01/12/2007
Asphalt Paving	02510	02/19/2007
Site Concrete	02520	02/19/2007
Site Utilities	02600	01/12/2007
Landscaping & Irrigation	02900	02/19/2007
Cast-In-Place Concrete	03200	01/24/2007
Reinforcing Steel	03202	01/24/2007
Concret Unit Masonry	04200	01/16/2007
Structural Metal Framing, Joists and Deck	05100	02/05/2007
Metal Deck	05300	01/24/2007
Metal Fabrications	05500	01/24/2007
Panelized Roof Structure	06100	01/31/2007
Built-Up Roofing	07510	02/19/2007
Sheet Metal Flashing and Trim	07620	02/19/2007
Hollow Metal Doors and Frames	08100	02/05/2007
Overhead Sectional Doors	08330	02/22/2007
Aluminum Framing & Glazing Systems	08400	02/19/2007
Door Hardware	08700	02/23/2007
Gypsum Board Assemblies	09250	03/27/2007
Painting	09900	02/19/2007
General Mechanical Requirements	15010	09/12/2006
Fire Protection	15300	09/11/2006
Plumbing	15400	09/11/2006
Electrical	16000	09/14/2006
Title Sheet: Lot 7&8	TS-1	02/16/2007
General Notes and Accessibility Notes: Lot 7&8	TS-2	02/16/2007
Title Sheet: Lot 9&11	TS-1	03/16/2007
General Notes and Accessibility Notes: Lot 9&11	TS-2	03/16/2007
Precise Grading and Erosion Control Plans	1	05/22/2007
Precise Grading Plans	2	05/22/2007

4

Precise Grading Plans	3	05/22/2007
Precise Grading Plans	4	05/22/2007
Precise Grading Plans	5	05/22/2007
Improvement Plans	1	05/22/2007
Improvement Plans	2	05/22/2007
Water and Sewer Plans	3	05/22/2007
Precise Grading Plans	1	05/15/2007
Precise Grading Plans	2	05/15/2007
Precise Grading Plans	3	05/15/2007
Precise Grading Plans	4	05/15/2007
Precise Grading Plans	5	05/15/2007
Improvement Plans	1	05/15/2007
Improvement Plans	2	05/15/2007
Water and Sewer Plans	3	05/15/2007
Precise Grading and Erosion Control Plans	1	06/07/2007
Precise Grading Plans	2	06/07/2007
Precise Grading Plans	3	06/07/2007
Precise Grading Plans	4	06/07/2007
Precise Grading Plans	5	06/07/2007
Precise Grading Plans	6	06/07/2007
Improvement Plans	1	06/01/2007
Improvement Plans	2	06/01/2007
Water and Sewer Plans	3	06/01/2007
Water Plans	4	06/01/2007
Water Plans	5	06/01/2007
Precise Grading and Erosion Control Plans	1	05/22/2007
Precise Grading Plans	2	05/22/2007
Precise Grading Plans	3	05/22/2007
Precise Grading Plans	4	05/22/2007
Precise Grading Plans	5	05/22/2007
Precise Grading Plans	6	05/22/2007
Improvement Plans	1	05/22/2007
Improvement Plans	2	05/22/2007
Water and Sewer Plans	3	05/22/2007
Water Plans	4	05/22/2007
Water Plans	5	05/22/2007
Site Plan and Miscellaneous Notes	AS-1.0	02/16/2007
Site Details	AS-2.1	02/16/2007
Site Details	AS-2.2	02/16/2007
Lot 7: Floor & Roof Plans & Elevations	A1.1	02/16/2007
Lot 7: Enlarged 1st Floor/Mezz. Sections	A1.2	02/16/2007

Lot 8: Floor & Roof Plans & Elevations	A2.1	02/16/2007
Lot 8: Enlarged 1st Floor/Mezz. Sections	A2.2	02/16/2007
Wall Sections	A3.1	02/16/2007
Wall Sections, Enlarged Entry Elevation	A3.2	02/16/2007
Stair Section, Details	A3.3	02/16/2007
Door Schedules, Details	A4.1	02/16/2007
Architectural Details	A4.2	02/16/2007
Architectural Details	A4.3	02/16/2007
Overall Site Plan and Miscellaneous Notes	AS-1.0	03/16/2007
Lot 9- Site Plan and Miscellaneous Notes	AS-1.1	03/16/2007
Lot 11- Site Plan and Miscellaneous Notes	AS-1.2	03/16/2007
Site Details	AS-2.1	03/16/2007
Site Details	AS-2.2	03/16/2007
Lot 9: Floor Plan & Notes	A1.1	03/16/2007
Lot 9: Roof Plan & Notes	A1.2	03/16/2007
Lot 9: Elevations	A1.3	03/16/2007
Lot 9: Enlarges 1st Floor/Mezz., Sections	A1.4	03/16/2007
Lot 11: Floor Plan & Notes	A2.1	03/16/2007
Lot 11: Roof Plan & Notes	A2.2	03/16/2007
Lot 11: Elevations	A2.3	03/16/2007
Lot 11: Enlarges 1st Floor/Mezz., Sections	A2.4	03/16/2007
Wall Sections	A3.1	03/16/2007
Wall Sections, Enlarged Entry Elevation	A3.2	03/16/2007
Stair Floor Plans & Section	A3.3	03/16/2007
Stair Details	A3.4	03/16/2007
Door Schedules, Details	A4.1	03/16/2007
Architectural Details	A4.2	03/16/2007
Architectural Details	A4.3	03/16/2007
General Notes	SP-1	03/18/2008
General Details	SP-2	03/18/2008
Lot 7 Foundation Plan	S1-7	03/18/2008
Lot 7 Mezzanine Framing Plan	S2-7	03/18/2008
Lot 7 Roof Framing Plan	S3-7	03/18/2008
Lot 7 Panel Elevations	S4-7	03/18/2008
Lot 7 Panel Elevations	S5-7	03/18/2008
Lot 8 Foundation Plan	S1-8	03/18/2008
Lot 8 Mezzanine Framing Plan	S2-8	03/18/2008
Lot 8 Roof Framing Plan	S3-8	03/18/2008
Lot 8 Panel Elevations	S4-8	03/18/2008
Lot 8 Panel Elevations	S5-8	03/18/2008
Details	SD-1	03/18/2008

Details	SD-2	03/18/2008
Details	SD-3	03/18/2008
Details	SD-4	03/18/2008
Details	SD-5	03/18/2008
Details	SD-6	03/18/2008
Details	SD-7	03/18/2008
General Notes	SP-1	03/18/2008
General Details	SP-2	03/18/2008
Lot 9 Foundation Plan	S1.0-9,10	03/18/2008
Lot 9 Foundation Plan	S1.1-9,10	03/18/2008
Lot 9 Mezzanine Framing Plan	S2-9,10	03/18/2008
Lot 9 Roof Framing Plan	S3.0-9,10	03/18/2008
Lot 9 Roof Framing Plan	S3.1-9,10	03/18/2008
Lot 9 Panel Elevations	S4-9,10	03/18/2008
Lot 9 Panel Elevations	S5-9,10	03/18/2008
Lot 9 Panel Elevations	S6-9,10	03/18/2008
Lot 11 Foundation Plan	S1.0-11	03/18/2008
Lot 11 Foundation Plan	S1.1-11	03/18/2008
Lot 11 Mezzanine Framing Plan	S2-11	03/18/2008
Lot 11 Roof Framing Plan	S3.0-11	03/18/2008
Lot 11 Roof Framing Plan	S3.1-11	03/18/2008
Lot 11 Panel Elevations	S4-11	03/18/2008
Lot 11 Panel Elevations	S5-11	03/18/2008
Lot 11 Panel Elevations	S6-11	03/18/2008
Details	SD-1	03/18/2008
Details	SD-2	03/18/2008
Details	SD-3	03/18/2008
Details	SD-4	03/18/2008
Details	SD-5	03/18/2008
Details	SD-6	03/18/2008
Details	SD-7	03/18/2008
Specifications and Calculations	P0.1	01/08/2007
Building 7 Plumbing Plan	P2.1-7	01/08/2007
Building 8 Plumbing Plan	P2.1-8	01/08/2007
Title Sheet, Specifications and Calculations	P0.1	02/09/2007
Building 9 Plumbing Plan	P2.1-9	02/09/2007
Building 11 Plumbing Plan	P2.1-11	02/09/2007
Note Sheet	E1.1	01/11/2007
Site Plan Utility	E2.1	01/11/2007
Site Plan Lighting	E2.2	01/11/2007
Title 24 Sheet	E3.0	01/11/2007

CL

Lot 7- 1st Floor-Elec. Lighting & Power Plan	E3.1	01/11/2007
Lot 8- 1st Floor-Elec. Lighting & Power Plan	E4.1	01/11/2007
Note Sheet	E1.1	02/09/2007
Site Plan Utility	E2.1	02/09/2007
Site Plan Lighting	E2.2	02/09/2007
Lot 9- 1st Floor-Elect. Lighting & Power Plan	E3.1	02/09/2007
Note Sheet	E1.1	02/09/2007
Site Plan Utility	E2.1	02/09/2007
Site Plan Lighting	E2.2	02/09/2007
Lot 11- 1st Floor-Elec. Lighting & Power Plan	E3.1	02/09/2007
Recycled Water/ Title Sheet	L0.0	06/20/2007
Construction Plan	L1.1	06/20/2007
Construction Details & Notes	L2.1	06/20/2007
Irrigation Plans	L3.1	06/20/2007
Irrigation Legend	L4.1	06/20/2007
Irrigation Details	L4.2	06/20/2007
Planting Plans	L5.1	06/20/2007
Planting Details & Notes	L6.1	06/20/2007
Landscape Specifications	L7.1	06/20/2007
Landscape Specifications	L7.2	06/20/2007
Landscape Specifications	L7.3	06/20/2007
Landscape Specifications	L7.4	06/20/2007
Recycled Water/ Title Sheet	L0.0	06/20/2007
Construction Plan	L1.1	06/20/2007
Construction Details & Notes	L2.1	06/20/2007
Irrigation Plans	L3.1	06/20/2007
Irrigation Legend	L4.1	06/20/2007
Irrigation Details	L4.2	06/20/2007
Planting Plans	L5.1	06/20/2007
Planting Details & Notes	L6.1	06/20/2007
Landscape Specifications	L7.1	06/20/2007
Landscape Specifications	L7.2	06/20/2007
Landscape Specifications	L7.3	06/20/2007
Landscape Specifications	L7.4	06/20/2007
Recycled Water/ Title Sheet	L0.0	06/28/2007
Construction Plan	L1.1	06/28/2007
Construction Plan	L1.2	06/28/2007
Construction Details & Notes	L2.1	06/28/2007
Irrigation Plans	L3.1	06/28/2007
Irrigation Plans	L3.2	06/28/2007
Irrigation Legend	L4.1	06/28/2007

Irrigation Details	L4.2	06/28/2007
Planting Plans	L5.1	06/28/2007
Planting Plans	L5.2	06/28/2007
Planting Details & Notes	L6.1	06/28/2007
Landscape Specifications	L7.1	06/28/2007
Landscape Specifications	L7.2	06/28/2007
Landscape Specifications	L7.3	06/28/2007
Landscape Specifications	L7.4	06/28/2007
Recycled Water/ Title Sheet	L0.0	06/28/2007
Construction Plan	L1.1	06/28/2007
Construction Plan	L1.2	06/28/2007
Construction Details & Notes	L2.1	06/28/2007
Irrigation Plans	L3.1	06/28/2007
Irrigation Plans	L3.2	06/28/2007
Irrigation Legend	L4.1	06/28/2007
Irrigation Details	L4.2	06/28/2007
Planting Plans	L5.1	06/28/2007
Planting Plans	L5.2	06/28/2007
Planting Details & Notes	L6.1	06/28/2007
Landscape Specifications	L7.1	06/28/2007
Landscape Specifications	L7.2	06/28/2007
Landscape Specifications	L7.3	06/28/2007
Landscape Specifications	L7.4	06/28/2007

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

Description	Date
Geotechnical Report	11/10/2005
Supplemental General Conditions	09/12/2006
General Conditions	09/12/2006
Special Conditions	09/12/2006

Other Documents

N/A

Subcontractor acknowledges that Contractor has made available to Subcontractor all of the Subcontract Documents, and Subcontractor shall be responsible for obtaining copies pertinent to its Work. Subcontractor represents that it has carefully examined the Subcontract Documents.

Modifications and Clarifications

This Subcontract includes, but is not limited to, the following items:

- a. Subcontractor shall provide consistent landscaping throughout the project ensuring material allows for proper water drainage.
- b. Subcontractor shall repair any settling of soil that occurs as a result of bad compaction of irrigation trenches to ensure landscaping has a smooth and consistent finish.
- c. Subcontractor shall coordinate with other trades, including but not limited to: civil, grading, asphalt, electrical, plumbing, hardscape, and curb and gutter subcontractors.
- d. Subcontractor shall excavate carefully to avoid breaking underground utility lines. All utility lines broken by this subcontractor shall be repaired at the sole cost and expense of this subcontractor.
- e. Subcontractor shall replace any broken sprinkler heads prior to substantial completion.
- f. Subcontractor shall inspect all finished grading and soil substrates prior to landscaping and irrigation work to ensure proper installation. All substrates to be within 2/10ths (.02) of a foot for acceptance. All grading and soil substrate issues must be brought to the attention of Opus West in writing as soon as they are discovered. The covering of such grading and soil substrates with landscape and irrigation constitutes subcontractor acceptance of such substrates.
- g. Subcontractor shall provide an unspecified number of move ins to complete this scope of work. Contractor's Superintendent will coordinate with this subcontractor to identify such scheduling requirements.
- h. Subcontractor shall provide root barrier within five (5) feet of all hardscape.
- i. Subcontractor shall repair damage to existing landscape and irrigation in areas disturbed by the installation of the new work.
- j. Subcontractor shall safe off the existing irrigation system, remove and replace the irrigation and replace the landscape as per grading site limits. This includes the replacement of the existing trees and shrubs with the like kind. Trees to be replaced with 24" box size and shrubs at 5 gallon and 1 gallon sizes as per the original planting plan.

This Subcontract excludes the following:

- a. Performance or Payment Bond.
- b. General Building Permit.
- c. Subcontractor excludes Hardscape work, boring and demo.
- d. Subcontractor excludes Power for controller.

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

N/A

Schedule Notes

The Subcontractor acknowledges that the attached time plan is distributed to establish durations. Actual start dates may vary. Subcontractor will be notified by the Contractor of actual start dates.

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

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
10303.03	Sitework	Landscape	\$228,510.00
10303.03	Sitework	Irrigation	\$176,420.00
10303.03	Sitework	Site Furnish Misc	\$55,783.00
Total			\$ 460,713.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Site Furnish Misc - Subcontract	10303.03-B40-02870.00-S	\$55,783.00
Landscaping - Subcontract	10303.03-B40-02901.00-S	\$228,510.00
Irrigation - Subcontract	10303.03-B40-02902.00-S	\$176,420.00
Total		\$460,713.00

4. Unit Pricing.

If requested by Contractor, Subcontractor will provide additional units of work, as directed, at the unit prices set forth below. Unit prices will apply to all building construction and will include, without limitation, all material, labor, equipment, compensation, general conditions, benefits, overhead, clean-up, supervision, profit, parking, shop drawings, small tools and all sales, use and other applicable taxes. Unit prices do not include design. Unit prices will also apply to net quantity changes in the Work made pursuant to the Subcontract Documents.

The following unit prices shall be in effect for the duration of the project:

Unit Price List

Name	Rate	Quantity UOM
Foreman & Pick-Up	\$48.00	Hour
Laborer	\$20.00	Hour

5. Alternates.

If requested by Contractor, Subcontractor will promptly provide the alternate work set forth below for the stated amount. When requested by Contractor, the alternate work will become part of the Work defined in Paragraph 1 above.

Alternates

N/A

The alternate prices shall be in effect for the duration of the project:

Alternates Notes

END OF RIDER A

RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Emerald Landscape Svcs Inc dated 04/29/2008. 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 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.

754049

END OF RIDER B

RIDER C

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Emerald Landscape Svcs Inc dated 04/29/2008. 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

CA739354

CALIFORNIA PRELIMINARY NOTICE

In accordance with sections 3097 and 3098, California Civil Code

This is not a Lien, This is not a reflection on the integrity of any contractor or subcontractor

1 - You are hereby notified that

EMERALD LANDSCAPE SERVICES INC
531 W CORWTHOR AVE
PLACENTIA CA 92070

Reputed Owner

OPUS WEST CORPORATION
2050 MAIN ST #800
IRVINE CA 92614

2 - Has furnished or will furnish labor,
services, equipment, or materials of
the following general description:

LANDSCAPING

Reputed Construction Lender or Lessee

WACHOVIA BANK NA
MAIL CODE AZ-1400
16435 N SCOTTSDALE RD #3200
SCOTTSDALE AZ 85254

3 - An estimate of the total price of the
labor, services, equipment, or materials
furnished or to be furnished is:

\$ 460,713.00

Reputed Original Contractor

OPUS WEST CONST CORP
2050 MAIN ST #800
IRVINE CA 92614

4 - The building, structure or other work of
improvement is located at:

OPUS POINT IV
3197 LIONSHEAD AVE
CARLSBAD CA 92010

A.D.C. UNKNOWN

5 - The name of the person or firm who contracted
for the purchase of such labor, services,
equipment or material is:

OPUS WEST CONST CORP
2050 MAIN ST #800
IRVINE CA 92614

6 - Name and address of Trust Funds to which
Supplemental Fringe Benefits are payable
(if applicable):

7 - Jobsite is Federal Public Work Title 40 USC
Sec. 270A-270E.

Contract #

Bond Co:

Signed

Authorized Agent



NOTICE TO PROPERTY OWNER

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES, EQUIPMENT, OR MATERIALS FURNISHED OR TO BE FURNISHED, A MECHANICS' LIEN LEADING TO THE LOSS, THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR PROPERTY BEING SO IMPROVED MAY BE PLACED AGAINST THE PROPERTY EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY (1) REQUIRING YOUR CONTRACTOR TO FURNISH A RELEASE SIGNED BY THE PERSON OR FIRM GIVING YOU THIS NOTICE BEFORE MAKING FINAL PAYMENT TO YOUR CONTRACTOR OR (2) ANY OTHER METHOD OR DEVICE THAT IS APPROPRIATE UNDER THE CIRCUMSTANCES. OTHER THAN RESIDENTIAL HOMEOWNERS OF DWELLINGS CONTAINING FEWER THAN 5 UNITS, PRIVATE PROJECT OWNERS MUST NOTIFY THE ORIGINAL CONTRACTOR AND ANY LIEN CLAIMANT WHO HAS PROVIDED THE OWNER WITH A PRELIMINARY 20-DAY LIEN NOTICE IN ACCORDANCE WITH SECTION 3097 OF THE CIVIL CODE THAT A NOTICE OF COMPLETION OR NOTICE OF CESSATION HAS BEEN RECORDED WITHIN 10 DAYS OF ITS RECORDATION. NOTICE SHALL BE BY REGISTERED MAIL, CERTIFIED MAIL, OR FIRST-CLASS MAIL, EVIDENCED BY A CERTIFICATE OF MAILING. FAILURE TO NOTIFY WILL EXTEND THE DEADLINES TO RECORD A LIEN.

RECEIVED

APR 03 2009



OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

OPUS WEST-IRVINE

Change Order Date: 03/31/2009
Change Order #: 10
To Subcontract Agreement dated: 04/29/2008
TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

Landscape & Irrigation
CON-10303.00-14
02900

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide additional trees missing along Lionshead.	\$3,620.00
		<u>\$3,620.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10303.03-B40-02870.00-S	\$55,783.00	\$0.00	\$55,783.00
10303.03-B40-02901.00-S	\$262,082.00	\$3,620.00	\$265,702.00
10303.03-B40-02902.00-S	\$185,589.00	\$0.00	\$185,589.00
	<u>\$503,454.00</u>	<u>\$3,620.00</u>	<u>\$507,074.00</u>

Original Contract Amount.....	\$460,713.00
Previously Approved Change Orders.....	\$42,741.00
Amount this Change Order.....	\$3,620.00
Contract Amount to Date.....	<u>\$507,074.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

John C. Crowl
Printed Name
4/1/09
Date

Ralph Miller
Printed Name
4/6/09
Date

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

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

AL

**EMERALD
LANDSCAPE
SERVICES, INC.**

March 27, 2009

Mr. Andrew Ranallo
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Project: Opus Point IV

Dear Andrew:

The following is a list of existing trees that are missing along the original association landscape.

Lot #7

- 1 - 15gal Quercus agrifolia @ 130.00 = \$130.00
- 1 - 24" Brachychiton acerifolius @ 210.00 = \$210.00

Lot #8

- 2 - 24" Brachychiton acerifolius @ 210.00 = \$420.00

Lot #9

- 1 - 24" Brachychiton acerifolius @ 210.00 = \$210.00
- 2 - 24" Cinnamomum campher @ 210.00 = \$420.00

Lot #11

- 6 - 24" Brachychiton acerifolius @ 210.00 = \$1,260.00
- 1 - 15gal Quercus agrifolia @ 130.00 = \$130.00
- 2 - 24" Cinnamomum campher @ 210.00 = \$420.00
- 2 - 24" Umbellularia californica @ 210.00 = \$420.00

Grand Total - \$3,620.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Groul



531 W. Crowther Ave., Placentia, CA 92870



(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049

March 25, 2009

TO: Grant Clavier, Construction Inspector
Jason Knudson, OPUS, phone: (949) 232-3457, e-mail:
jason.knudson@opuswest.com
John Croul, Emerald Landscape, phone: (800) 601-4777, e-mail:
elsinc@sbcglobal.net
Pam Drew, Associate Planner
Michele Masterson, Senior Management Analyst
Meghan McKillop, Senior Office Specialist
Leticia Trevino

FROM: Michael Elliott, Landscape Architect Consultant to the City of Carlsbad
(760) 944-8463
PELA file: 145 - Opus Point Lot 11 - FWT - Insp1

REFERENCE: 1st Landscape Inspection - Final Walk Through

PROJECT: Opus Point Lot 11
Project Number: PIP06-18
Drawing Number: 449-2L

The following items were noted as deficient:

1. Provide as-built drawings for all irrigation to the Planning Department for review and approval. Once approved, provide mylars for City file.
2. Provide separation between nursery stakes and tree trunks to avoid damage to the tree cambium layer. Check all trees. One tree at the northwest corner of the building, one at the east side of the entry off of Lionshead, three trees in the east parking row finger islands, one in the southeast corner parking finger island, and several in the rear parking finger islands were noted to have tree and stake contact.
3. It appears that three trees are missing along Lionshead (east of the entry off of Lionshead) that are shown as existing to remain. Replace missing trees. Check all of Lionshead frontage.

#7 - 1 - Brachychiton & 1 - Quercus

#8 - 2 - Brachychiton

#9/10 - 1 - Brachychiton & 2 - Cinnamomum Camphor

#11 - 7 Brachychiton & 1 - Quercus & 3 - Umbellularia

15 - trees

March 25, 2009

TO: Grant Clavier, Construction Inspector
Jason Knudson, OPUS, phone: (949) 232-3457, e-mail:
jason.knudson@opuswest.com
John Croul, Emerald Landscape, phone: (800) 601-4777, e-mail:
elsinc@sbcglobal.net
Pam Drew, Associate Planner
Michele Masterson, Senior Management Analyst
Meghan McKillop, Senior Office Specialist
Leticia Trevino

FROM: Michael Elliott, Landscape Architect Consultant to the City of Carlsbad
(760) 944-8463
PELA file: 144 - Opus Point Lot 9 - FWT - Insp1

REFERENCE: 1st Landscape Inspection – Final Walk Through

PROJECT: Opus Point Lot 9
Project Number: PIP06-17
Drawing Number: 449-1L

The following items were noted as deficient:

1. Provide as-built drawings for all irrigation to the Planning Department for review and approval. Once approved, provide mylars for City file.
2. It is noted that a flag pole has been installed in place of a tree at the north end of the easterly parking row. Note this change on the as-built drawings.
3. Provide separation between nursery stakes and tree trunks to avoid damage to the tree cambium layer. Check all trees. Two trees at the northwest corner of the building along with one tree at the southeast corner of the building were noted to have tree and stake contact.
4. Two Melaleuca trees on the west side of the building appear to be dead. Replace dead trees.

RECEIVED

MAR 30 2009



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

OPUS WEST-IRVINE

Change Order Date: 03/25/2009

Change Order #: 9

To Subcontract Agreement dated: 09/25/2007

Landscape

CON-10262.00-17

See Subcontract Sum Breakdown

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall modify front entrance to allow for the monument sign.	\$1,012.00
		<u>\$1,012.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.03-B40-02901.00-S	\$222,007.00	\$1,012.00	\$223,019.00
10262.03-B40-02902.00-S	\$200,902.00	\$0.00	\$200,902.00
	<u>\$422,909.00</u>	<u>\$1,012.00</u>	<u>\$423,921.00</u>
Original Contract Amount.....			\$389,128.00
Previously Approved Change Orders.....			\$33,781.00
Amount this Change Order.....			\$1,012.00
Contract Amount to Date.....			<u>\$423,921.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

John C. Crowl
Printed Name

3/26/09
Date

Andrew Ranallo
Printed Name

3/31/09
Date

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

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

AN

RECEIVED

MAR 30 2009



OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

OPUS WEST-IRVINE

Change Order Date: 03/25/2009
Change Order #: 9
To Subcontract Agreement dated: 04/29/2008
TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

Landscape & Irrigation
CON-10303.00-14
02900

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide landscaping and irrigation at Lot 17 slope area along Lionshead	\$8,928.00
		<u>\$8,928.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10303.03-B40-02870.00-S	\$55,783.00	\$0.00	\$55,783.00
10303.03-B40-02901.00-S	\$253,154.00	\$8,928.00	\$262,082.00
10303.03-B40-02902.00-S	\$185,589.00	\$0.00	\$185,589.00
	<u>\$494,526.00</u>	<u>\$8,928.00</u>	<u>\$503,454.00</u>
Original Contract Amount.....			\$460,713.00
Previously Approved Change Orders.....			\$33,813.00
Amount this Change Order.....			\$8,928.00
Contract Amount to Date.....			<u>\$503,454.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

John C. Coael
Printed Name

3/26/09
Date

Ralph Miller
Printed Name

3/31/09
Date

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

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

**EMERALD
LANDSCAPE
SERVICES, INC.**

+
January 29, 2009

~~Don Haddock~~
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Attn: Andrew Ranallo

Project: Opus Point - Lot #17

Re: Clean up and restore landscape

Dear Don:

The following is a proposal to clear the front slope area along Lionshead Avenue and replant the landscape as per the existing plant pallet from existing landscape plans and site observations.

Cost Breakdown

- 31 - 5gal Sterlitia Reginae
- 28 - 5gal Pittosporum 'Variegata'
- 77 - 5gal Rhamphiolepis 'Clara'
- 13 - 5gal Abella 'Edward Goucher'
- 19 - 5gal Leptospermum 'Ruby Glow'
- 13 - 5gal Calliandra 'Tweedii'
- 10 - 5gal Plumbago Auriculata
- 16 - 5gal Nerium Oleander 'Petite Pink'
- 13 - 5gal Phormium 'Sun Downer'
- 142 - 1gal Star Jasmine
- 142 - 1gal Bougainvillea 'Crimson Jewel'
- 40 - flat Myoporum Pacificum
- 30 - yards Mulch
- 1 - Clear and Grub Slope

Grand Total - \$8,928.00 Add

Don, we can start this project at any time and it should take about 5 days to complete.

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Croul



531 W. Crowther Ave., Placentia, CA 92870

(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049



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MAR 18 2009



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

OPUS WEST-IRVINE

Change Order Date: 03/12/2009

Change Order #: 8

To Subcontract Agreement dated: 04/29/2008

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

Landscape & Irrigation

CON-10303.00-14

02900

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall rework landscaping, repair irrigation for Right Of Way and install riprap.	\$1,759.00
		<u>\$1,759.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10303.03-B40-02870.00-S	\$55,783.00	\$0.00	\$55,783.00
10303.03-B40-02901.00-S	\$251,395.00	\$1,759.00	\$253,154.00
10303.03-B40-02902.00-S	\$185,589.00	\$0.00	\$185,589.00
	<u>\$492,767.00</u>	<u>\$1,759.00</u>	<u>\$494,526.00</u>

Original Contract Amount.....	\$460,713.00
Previously Approved Change Orders.....	\$32,054.00
Amount this Change Order.....	\$1,759.00
Contract Amount to Date.....	<u>\$494,526.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

John E. Crowl
Printed Name

3/16/09
Date

Ralph Miller
Printed Name

3/18/09
Date

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

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



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

RECEIVED

MAR 11 2009

OPUS WEST-IRVINE

Change Order Date: 02/24/2009

Change Order #: 7

To Subcontract Agreement dated: 04/29/2008

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

Landscape & Irrigation

CON-10303.00-14

02900

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide 34 - 5 Gallon Boston Ivy between Lots 8 and 9.	\$544.00
		<u>\$544.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10303.03-B40-02870.00-S	\$55,783.00	\$0.00	\$55,783.00
10303.03-B40-02901.00-S	\$250,851.00	\$544.00	\$251,395.00
10303.03-B40-02902.00-S	\$185,589.00	\$0.00	\$185,589.00
	<u>\$492,223.00</u>	<u>\$544.00</u>	<u>\$492,767.00</u>

Original Contract Amount.....	\$460,713.00
Previously Approved Change Orders.....	\$31,510.00
Amount this Change Order.....	\$544.00
Contract Amount to Date.....	\$492,767.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

Printed Name

John E. Croul

Date

3/3/09

Printed Name

Jason Knudson

Date

3/13/09

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

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

HL



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 02/24/2009

Change Order #: 7

To Subcontract Agreement dated: 04/29/2008

Landscape & Irrigation

CON-10303.00-14

02900

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide 34 - 5 Gallon Boston Ivy between Lots 8 and 9.	\$544.00
		<u>\$544.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10303.03-B40-02870.00-S	\$55,783.00	\$0.00	\$55,783.00
10303.03-B40-02901.00-S	\$250,851.00	\$544.00	\$251,395.00
10303.03-B40-02902.00-S	\$185,589.00	\$0.00	\$185,589.00
	<u>\$492,223.00</u>	<u>\$544.00</u>	<u>\$492,767.00</u>

Original Contract Amount.....	\$460,713.00
Previously Approved Change Orders.....	\$31,510.00
Amount this Change Order.....	\$544.00
Contract Amount to Date.....	<u>\$492,767.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

John C. Crowl
Printed Name
3/3/09
Date

Jason Knudson
Printed Name
Date

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

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

**EMERALD
LANDSCAPE
SERVICES, INC.**

February 24, 2009

Jason Knudson
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Project: Opus Point IV

Re: Lot 8 and 9 Boston Ivy

Dear Jason:

The following is a change order request to add additional plant material along retaining wall between Lot 8 and Lot 9, as per your request.

- 34 – 5gal Boston Ivy @ 16.00 = \$544.00 Add

Grand Total - \$544.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Chou



531 W. Crowther Ave., Placentia, CA 92870



(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 02/23/2009

Change Order #: 6

To Subcontract Agreement dated: 04/29/2008

Landscape & Irrigation

CON-10303.00-14

02900

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide 60 additional daylily plants at Lot 11.	\$204.00
2	Subcontractor shall provide Sod at all bioswales.	\$7,120.00
3	Subcontractor shall provide small crib wall at irrigation back flow preventors.	\$626.00
4	Subcontractor shall provide revised irrigation to accomodate the new sidewalk and stairs.	\$320.00
		<u>\$8,270.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10303.03-B40-02870.00-S	\$55,783.00	\$0.00	\$55,783.00
10303.03-B40-02901.00-S	\$242,581.00	\$8,270.00	\$250,851.00
10303.03-B40-02902.00-S	\$185,589.00	\$0.00	\$185,589.00
	<u>\$483,953.00</u>	<u>\$8,270.00</u>	<u>\$492,223.00</u>

Original Contract Amount.....	\$460,713.00
Previously Approved Change Orders.....	\$23,240.00
Amount this Change Order.....	\$8,270.00
Contract Amount to Date.....	<u>\$492,223.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

Printed Name

Date

Jason Knudson

Printed Name

Date

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

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

RECEIVED

MAR 09 2009



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

OPUS WEST-IRVINE

Landscape & Irrigation

CON-10303.00-14

02900

Change Order Date: 02/23/2009

Change Order #: 6

To Subcontract Agreement dated: 04/29/2008

TO: Emerald Landscape Svcs Inc
 531 W. Crowther Ave.
 Placentia, CA 92870

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide 60 additional daylily plants at Lot 11.	\$204.00
2	Subcontractor shall provide Sod at all bioswales.	\$7,120.00
3	Subcontractor shall provide small crib wall at irrigation back flow preventors.	\$626.00
4	Subcontractor shall provide revised irrigation to accomodate the new sidewalk and stairs.	\$320.00
		<u>\$8,270.00</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>
10303.03-B40-02870.00-S	\$55,783.00	\$0.00	\$55,783.00
10303.03-B40-02901.00-S	\$242,581.00	\$8,270.00	\$250,851.00
10303.03-B40-02902.00-S	\$185,589.00	\$0.00	\$185,589.00
	<u>\$483,953.00</u>	<u>\$8,270.00</u>	<u>\$492,223.00</u>

Original Contract Amount.....	\$460,713.00
Previously Approved Change Orders.....	\$23,240.00
Amount this Change Order.....	\$8,270.00
Contract Amount to Date.....	<u>\$492,223.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

Printed Name

Date

Jason Knudson

Printed Name

Date

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

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

**EMERALD
LANDSCAPE
SERVICES, INC.**

February 20, 2009

Jason Knudson
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Project: Opus Point IV

Re: Lot 11 – fill in plants

Dear Jason:

The following is a change order request to add additional plant material at Lot 11, as per item #13 on Ridge Landscape Architects field report dated 2/11/09.

- 60 – 1gal Hemerocallis (Daylily) @ 3.40 = \$204.00 Add

Grand Total - \$240.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Croul



531 W. Crowther Ave., Placentia, CA 92870



(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049

EMERALD
LANDSCAPE
SERVICES, INC.

January 23, 2009

Jason Knudson
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Project: Opus Point IV

Re: Bio-swales

Dear Jason:

The following is a change order request for adding sod grass to the flow lines of Bio-swails as per the City of Carlsbad landscape architect consultant's 1st landscape inspection report. Remove and replace 1 gallon plants in flow lines and install sod - \$7,120.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John S. Croul

A-G # 1135253



531 W. Crowther Ave., Placentia, CA 92870

(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049
Placentia • Riverside • San Diego



Lot #9

$$445 + 305 = 750 = 1500\phi$$

Lot #7

$$752 \times 2 = 1504\phi$$

Lot #8

$$739 \times 2 = 1478\phi$$

Lot #11

$$398 \times 2 = 796\phi$$

$$5,278\phi \times .75 = 3,958.50 *$$

$$.85 = 4,486. -$$

$$5,270 \text{ Plant} @ .60 = \$3,162$$

1- *Metrosideros excelsa* - Multi - 24" Box

3,958.50

3,162. -

7,120. -

3,958.50

x

2

7,917. -

3,958.50

2,639. -

6,597.5

**EMERALD
LANDSCAPE
SERVICES, INC.**

February 9, 2009

Jason Knudson
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Project: Opus Point IV

Re: Crib-wall at backflows

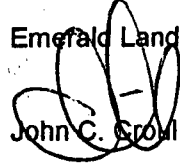
Dear Jason:

The following is a change order request for remove soil and installing small crib-wall at three (3) of the backflows on Lionshead Drive, as per Ian Walker with the City of Carlsbad - \$626.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Crowl



531 W. Crowther Ave., Placentia, CA 92870

(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049

Placentia • Riverside • San Diego



EMERALD LANDSCAPE SERVICES, INC.

531 WEST CROWTHER AVE., PLACENTIA, CA 92870

(714) 993-9006 • FAX: (714) 993-9017

CHANGE ORDER/ WORK ORDER

3420

TO: _____

JOB NAME: opus point JOB NO: _____ DATE: 2 2 09
Authorization is hereby granted to Emerald Landscape Service, Inc. to perform the following work:

Description of Work: we work for extra^{job} for from BUILD # 8
and BUILD # 9 Working men put stone for wall
and ~~3~~ area ~~as~~ no flow 2 for landscape 1 for wall
BUILD # 9 domestic water 8 hrs for 1 labor
8 hrs total

	TOTAL MATERIALS	
	TOTAL LABOR	
	% P/O	
	TOTAL AMOUNT	\$

Note: all quotes are valid for 90 days from the above date. E.L.S. is not responsible for plant material damaged by acts beyond our control.

It is understood and agreed that work represented herein is not included in the scope of work of any other agreement. Client representative acknowledges that he/she is an authorized agent for client, and that signing this document obligates client to the terms and conditions set forth herein. Client's representative acknowledges that he/she has read this agreement and agrees to pay in full, net 30 days.

AUTHORIZED FOR CLIENT BY:

Signature _____ Date _____

Client P.O. Number _____

AUTHORIZED FOR E.L.S. BY:

B Ahmed 2-9-09
Signature _____ Date _____

EMERALD LANDSCAPE SERVICES, INC.
531 W. CROWTHER AVE.
PLACENTIA, CA 92870

PHONE 714-993-9006 - FAX 714-993-9017

FACSIMILE TRANSMITTAL SHEET

TO:	Jason Knudson	FROM:	John Croul
COMPANY:	Opus West Construction Corp.	DATE:	2/20/2009
FAX NUMBER:	949-622-1148	TOTAL NO. OF PAGES INCLUDING COVER:	5
PHONE NUMBER:	949-622-1950	SENDER'S REFERENCE NUMBER:	
RE:	Opus Point IV - Change Orders		
	YOUR REFERENCE NUMBER:		

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Jason,

One new change order due to landscape arch's field report, I have attached some of the remaining outstanding change orders too.

Please call if you have any questions.

Thank you

John

FIELD REPORT

Page 1 of 2



Date: February 11, 2009

To: Jason Knudson
Opus Architects & Engineers
2050 Main Street, Ste. 800
Irvine, CA 92614

cc: John Croul, File

From: Ron Stark

Attendees: Jason Knudson, Ron Stark, Elpidio Lopez (Emerald Landscape)

Project: OPUS POINTE @ RACEWAY 18-22, 23-24, 25
Carlsbad
RLA Job # 05042

This transmission consists of 2 pages(s) including this cover sheet. If you experience any problems or do not receive all pages, please call 949 387-1323 x23. Our fax number is 949 387-1303. A hard copy will NOT follow in the mail.

Comments:

A field review was conducted on Tuesday, February 10, to assess the landscape installation for Opus Point IV (Lots 7, 8, 9/10 and 11) prior to the start of the 90-Day Maintenance Period. The following items were noted.

No.	Description
1	Due to a break in the City's recycled water line, the irrigation was not operational and will be reviewed at a later date.
2	General comments (all sites): <ul style="list-style-type: none">- Cut down tree stakes on all canopy trees (Cassia, Koelreuteria, Podocarpus and Tipu) so that stake is a maximum of 6" above top tree tie and does not extend into tree canopy per Planting Detail 'A'.- Infill mulch as necessary to provide minimum 3" layer in all planter areas per City requirements.- Remove weeds regularly from all planter areas to prevent competition with adjacent shrub and ground cover plantings, which can inhibit the health and growth of desired plant material.
3	Lot 7: Repair (2) broken irrigation sprayheads at the northwest corner of the site and repair the slope erosion and damaged plant material as required.
4	Lot 7: Replace (4) dead <u>Strelitzia reginae</u> (Bird-of-Paradise) and (1) dead <u>Diets bicolor</u> (Butterfly Iris), from 5-gallon containers, at the northwest corner of the site.
5	Lot 8: Replace (8) <u>Lophostemon confertus</u> (Brisbane Box), located in parking lot "finger" islands and at corners of site, with <u>Podocarpus gracilior</u> (Fern Pine) as shown on Planting Plan, Sheet 7. All trees shall be 24" Box size, per plan, and shall be replaced at no additional cost to Owner.
6	Lot 8: Replace (1) dead <u>Diets bicolor</u> (Butterfly Iris), from 5-gallon container, at northeast corner of the site.

FIELD REPORT

Page 2 of 2

Project: OPUS POINTE @ RACEWAY 18-22, 23-24, 25

Date: February 11, 2009

7	Lot 9/10: Replace (5) dead or dying <u>Melaleuca leucadendra</u> (Cajeput Tree), from 24" box, (2) located on the west side of the building and (3) on the east side of the building.
8	Lot 9/10: Re-grade planter area south of the southwest patio to extend swale from southeast corner of patio, along bottom of slope, to bioswale west of patio, with the low point of the swale as far as possible from the edge of the patio. Replace the existing <u>Xylosma hedge</u> as required (approximately 6 5-gallon plants).
9	Lot 11: Replace (1) dead <u>Melaleuca leucadendra</u> (Cajeput Tree), from 24" box, located on east side of building.
10	Lot 11: Replace (33) dead or dying <u>Escallonia rubra</u> , from 5-gallon containers, (2) located north of building, (12) located east of southeast loading dock, and (19) surrounding patio in eastern parking island.
11	Lot 11: Replace (1) dead <u>Dietes bicolor</u> , from 5-gallon container, on east side of building.
12	Lot 11: Replace approximately 75% of the <u>Trachelospermum jasminoides</u> (Star Jasmine), from 1-gallon containers, along the north side of the building, and check irrigation in this area to assure that plants are receiving adequate moisture.
13	Lot 11: Provide additional <u>Hemerocallis</u> (Daylily) from 1-gallon containers, to fill in bare strip between handicap parking ramp and wall at northeast corner of building.
14	Contractor shall contact RLA for a follow-up review of irrigation system when water is back online.

OK

C.V. 0760-192

2 - 15 gal. Callandria @ force

2 - 24" - Stalypia Nicotii

12 - 5 gal. Agave Queen Ann

15 - 5 gal. Purple Cane

Orange - 18-15 Physalis
6-5 gal. Star Jasmine

**EMERALD
LANDSCAPE
SERVICES, INC.**

December 3, 2008

Jason Knudson
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Project: Opus Point – Building #3190 and #3198

Re: Remove landscape and reroute irrigation

Dear Jason:

The following is a change order request for the removal of landscape and rerouting of irrigation to accommodate the new sidewalk and stairs, as per Bear's request.

Cost Breakdown

- 16 hours laborer @ 20.00 = \$320.00

Grand Total - \$320.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Groul



531 W. Crowther Ave., Placentia, CA 92870

(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049
Placentia • Riverside • San Diego



DATE: 11,13,08

opus point

We did extra work in front of
the office, we removed plants, and
we ~~did~~ did irrigation, two guys
were working, eight hours each
one of them. And the reason
was because the put new
sidewalk at elpidio Lopez
BUILD # 3190 and BUILD # 3198

RECEIVED

FEB 02 2009

OPUS WEST-IRVINE



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Landscape & Irrigation

CON-10303.00-14

02900

Change Order Date: 01/21/2009

Change Order #: 5

To Subcontract Agreement dated: 04/29/2008

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide slope repairs on December 8, 9, 10, 11, 24, 26 and 27, 2008 that were necessary as a result of excessive rain water.	\$10,382.00
		<u>\$10,382.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10303.03-B40-02870.00-S	\$55,783.00	\$0.00	\$55,783.00
10303.03-B40-02901.00-S	\$232,199.00	\$10,382.00	\$242,581.00
10303.03-B40-02902.00-S	\$185,589.00	\$0.00	\$185,589.00
	<u>\$473,571.00</u>	<u>\$10,382.00</u>	<u>\$483,953.00</u>

Original Contract Amount.....	\$460,713.00
Previously Approved Change Orders.....	\$12,858.00
Amount this Change Order.....	\$10,382.00
Contract Amount to Date.....	\$483,953.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

Printed Name

Date

Jason Knudson
Printed Name

Date

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

**EMERALD
LANDSCAPE
SERVICES, INC.**

January 13, 2009

Jason Knudson
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Project: Opus Point IV

Re: Clean up and restore grade due to damage caused by heavy rain

Dear Jason:

The following is a change order request for the repair of grade and the clean up of erosion debris caused by the heavy rains. Please see the signed field work order for details.

Cost Breakdown

- Work Order # 3407 - \$1,992.00
- Work Order # 3405 - \$1,992.00
- Work Order # 3402 - \$1,992.00
- Work Order # 3409 - \$1,992.00
- Work Order # 3408 - \$680.00
- Work Order # 3404 - \$680.00
- Work Order # 3410 - \$1,054.00

Grand Total - \$10,382.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Croul



531 W. Crowther Ave., Placentia, CA 92870

(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049

Placentia • Riverside • San Diego



(714) 993-9006 • FAX: (714) 993-9017

3407

TO: Open Point IV

Authorization is hereby granted to Emerald Landscape Service, Inc. to perform the following work:

On 12-8-08 we did extra work because of the rain. The rain made big holes on the ground, and we had to refill the holes.

There was five man doing labor, and one formen, total of hours 48, and we used the dump truck for eight hours, and the Bob cat for eight hours.

It was the hole that was between building eight and nine.

Foreman @ 48. - x 8 = 384 -

Bobcat - $45 \times 8 = 360$ -

Pipefitter @ 38. - x 8 = 304. -

Dump Truck @ 38 x 8 = 304

Labor @ 20 x 32 = 640 -

TOTAL MATERIALS	664
TOTAL LABOR	1,328.-
% P/O	
TOTAL AMOUNT	\$ 1,992.-

Note: all quotes are valid for 90 days from the above date. E.L.S. is not responsible for plant material damaged by acts beyond our control.

It is understood and agreed that work represented herein is not included in the scope of work of any other agreement. Client representative acknowledges that he/she is an authorized agent for client, and that signing this document obligates client to the terms and conditions set forth herein. Client's representative acknowledges that he/she has read this agreement and agrees to pay in full, net 30 days.

AUTHORIZED FOR CLIENT BY:

AUTHORIZED FOR E.L.S. BY:

Signature LG L. L. L. Date _____

Signature _____ Date _____

Client P.O. Number

531 WEST CROWTHER AVE., PLACENTIA, CA 92870
(714) 993-9006 • FAX: (714) 993-9017

3405

TO: _____

JOB NAME: Open Point IV JOB NO: 1553 DATE: 12-9-08

Authorization is hereby granted to Emerald Landscape Service, Inc. to perform the following work:

Description of Work:

On 12-9-08 we were still working on the same hole that the rain did. With the same amount of people five labor, one foreman 48 hours in total all together. we ~~also~~ use the dump truck, and the Bob Cat for eight hours each.

Foreman @ 48.- x 8 = 384.-	Bobcat @ 45.- x 8 = 360.-
Pipefitter @ 38.- x 8 = 304.-	Dump Truck @ 38 x 8 = 304.-
Labor @ 20.- x 32 = 640.-	640.-
<u>1328.-</u>	

	TOTAL MATERIALS	664-
	TOTAL LABOR	1328-
Note: all quotes are valid for 90 days from the above date. E.L.S. is not responsible for plant material damaged by acts beyond our control.	% P/O	
It is understood and agreed that work represented herein is not included in the scope of work of any other	TOTAL AMOUNT	\$ 1,992-

Note: all quotes are valid for 90 days from the above date. E.L.S. is not responsible for plant material damaged by acts beyond our control.

It is understood and agreed that work represented herein is not included in the scope of work of any other agreement. Client representative acknowledges that he/she is an authorized agent for client, and that signing this document obligates client to the terms and conditions set forth herein. Client's representative acknowledges that he/she has read this agreement and agrees to pay in full, net 30 days.

AUTHORIZED FOR CLIENT BY:

Signature LD Wynn Date 12-30-08

AUTHORIZED FOR E.L.S. BY:

Signature

Date _____

Client P.O. Number

EMERALD LANDSCAPE SERVICES, INC.

531 WEST CROWTHER AVE., PLACENTIA, CA 92870

(714) 993-9006 • FAX: (714) 993-9017

CHANGE ORDER/ WORK ORDER

3402

TO: _____

JOB NAME: Open Point IV JOB NO: 1553 DATE: 12-10-08

Authorization is hereby granted to Emerald Landscape Service, Inc. to perform the following work:

Description of Work:

On 12-10-08 we were doing the same job but this time it was a different hole it was in front of building seven this time five labor, one foreman, eight hours each, total of hours 48, dump truck, eight, bob cat eight.

Foreman @ 48.- x 8 = 384.-

Bobcat @ 45.- x 8 = 360.-

Pipefitter @ 38.- x 8 = 304.-

Dump Truck @ 38 x 8 = 304

Labor @ 20 x 32 = 640.-

664.-

1,328.-

TOTAL MATERIALS	664.-
TOTAL LABOR	1,328.-
% P/O	
TOTAL AMOUNT	\$ 1,992.-

Note: all quotes are valid for 90 days from the above date. E.L.S. is not responsible for plant material damaged by acts beyond our control.

It is understood and agreed that work represented herein is not included in the scope of work of any other agreement. Client representative acknowledges that he/she is an authorized agent for client, and that signing this document obligates client to the terms and conditions set forth herein. Client's representative acknowledges that he/she has read this agreement and agrees to pay in full, net 30 days.

AUTHORIZED FOR CLIENT BY:

AUTHORIZED FOR E.L.S. BY:

LJ Wind 12-30-08
Signature Date

Signature Date

Client P.O. Number

EMERALD LANDSCAPE SERVICES, INC.

531 WEST CROWTHER AVE., PLACENTIA, CA 92870

(714) 993-9006 • FAX: (714) 993-9017

CHANGE ORDER/ WORK ORDER

3409

TO: _____

JOB NAME: Open Point IV JOB NO: 1553 DATE: 12-11-08

Authorization is hereby granted to Emerald Landscape Service, Inc. to perform the following work:

Description of Work:

On 12-11-08 we were already done with the
holes, now we were cleaning the
side walk because there was a lot of
mud on it, There was six men working
on it, eight hours each. We were only using
the Bob cat for eight hours, and dump truck
for eight hours.

On the same day we also did the
hole between nine ^{and} building eleven.

In total we used 6 six rolls of juniper
for the holes.

Bobcat 45 x 8 = 360.-
Foreman @ 48.- x 8 = 384.- Pump Truck @ 38 x 8 = 304.-

Pipefitter @ 38.- x 8 = 304.-
Labor @ 20.- x 32 = 640.-

Note: all quotes are valid for 90 days from the above date. E.L.S. is not responsible for
plant material damaged by acts beyond our control.

It is understood and agreed that work represented herein is not included in the scope of work of any other
agreement. Client representative acknowledges that he/she is an authorized agent for client, and that signing
this document obligates client to the terms and conditions set forth herein. Client's representative
acknowledges that he/she has read this agreement and agrees to pay in full, net 30 days.

TOTAL MATERIALS	664.-
TOTAL LABOR	1328.-
% P/O	
TOTAL AMOUNT	\$ 1992.-

AUTHORIZED FOR CLIENT BY:

AUTHORIZED FOR E.L.S. BY:

D. Wynn 12-30-08
Signature Date

Signature Date

Client P.O. Number

EMERALD LANDSCAPE SERVICES, INC.

531 WEST CROWTHER AVE., PLACENTIA, CA 92870
(714) 993-9006 • FAX: (714) 993-9017

CHANGE ORDER/ WORK ORDER

3408

TO: _____

JOB NAME: Opus Point IV JOB NO: 1553 DATE: 12-24-08

Authorization is hereby granted to Emerald Landscape Service, Inc. to perform the following work:

Description of Work:

On 12-24-08 we did extra work behind building eleven, two of my guys cleaned the water drain, thats by the wall, They both work for eigh hours, and Bob cat.

labor @20.00 x 16.00 = 320.00

BobCat 48 x 8.00 = 360.00

	TOTAL MATERIALS	360.00
	TOTAL LABOR	320.00
Note: all quotes are valid for 90 days from the above date. E.L.S. is not responsible for plant material damaged by acts beyond our control.	% P/O	
	TOTAL AMOUNT	\$ 680.00

It is understood and agreed that work represented herein is not included in the scope of work of any other agreement. Client representative acknowledges that he/she is an authorized agent for client, and that signing this document obligates client to the terms and conditions set forth herein. Client's representative acknowledges that he/she has read this agreement and agrees to pay in full, net 30 days.

AUTHORIZED FOR CLIENT BY:

AUTHORIZED FOR E.L.S. BY:

A. N. Smith 12-30-08
Signature Date

Signature Date

Client P.O. Number

EMERALD LANDSCAPE SERVICES, INC.
531 WEST CROWTHER AVE., PLACENTIA, CA 92870
(714) 993-9006 • FAX: (714) 993-9017

CHANGE ORDER/
WORK ORDER
3404

TO: _____

JOB NAME: Open Point II JOB NO: 1553 DATE: 12-26-08
Authorization is hereby granted to Emerald Landscape Service, Inc. to perform the following work:

Description of Work:

On 12-26-08 they were still working on
~~planting~~ ~~again~~ the same thing, ~~the~~ two guys
eight hours each, and Bob cat.

labor @ 20 x 16 = 320.-

Bob cat @ 48 x 8 = 360.-

Note: all quotes are valid for 90 days from the above date. E.L.S. is not responsible for
plant material damaged by acts beyond our control.

It is understood and agreed that work represented herein is not included in the scope of work of any other
agreement. Client representative acknowledges that he/she is an authorized agent for client, and that signing
this document obligates client to the terms and conditions set forth herein. Client's representative
acknowledges that he/she has read this agreement and agrees to pay in full, net 30 days.

TOTAL MATERIALS	360.-
TOTAL LABOR	320.-
% P/O	
TOTAL AMOUNT	\$ 680.-

AUTHORIZED FOR CLIENT BY:

AUTHORIZED FOR E.L.S. BY:

D Wind 12-30-08
Signature Date

Signature Date

Client P.O. Number

EMERALD LANDSCAPE SERVICES, INC.

531 WEST CROWTHER AVE., PLACENTIA, CA 92870

(714) 993-9006 • FAX: (714) 993-9017

CHANGE ORDER/ WORK ORDER

3410

TO: _____

JOB NAME: Open Point IV JOB NO: 1553 DATE: 12-27-08

Authorization is hereby granted to Emerald Landscape Service, Inc. to perform the following work:

Description of Work:

On 12-27-08 they finished clearing the water drain, two guys eight hours each, and Bob cat, they also did grading, and used two rolls of ~~that~~ juniper, bear told me to ~~do~~ do the job

Labor @ 20.- x 16 = 320.-

Bob Cat 48 x 8 = 360.-

1,800 # Jute @ .23 = 414.-

<p>Note: all quotes are valid for 90 days from the above date. E.L.S. is not responsible for plant material damaged by acts beyond our control.</p> <p>It is understood and agreed that work represented herein is not included in the scope of work of any other agreement. Client representative acknowledges that he/she is an authorized agent for client, and that signing this document obligates client to the terms and conditions set forth herein. Client's representative acknowledges that he/she has read this agreement and agrees to pay in full, net 30 days.</p>	TOTAL MATERIALS	734.-
	TOTAL LABOR	320.-
	% P/O	
	TOTAL AMOUNT	\$ 1,094.-

AUTHORIZED FOR CLIENT BY:

AUTHORIZED FOR E.L.S. BY:

A. V. [Signature] 12-30-08
Signature Date

Signature Date

Client P.O. Number

EMERALD LANDSCAPE SERVICES, INC.
531 W. CROWTHER AVE.
PLACENTIA, CA 92870

PHONE 714-993-9006 - FAX 714-993-9017

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Jason Knudson	John Croul
COMPANY:	DATE:
Opus West Construction Corp.	1/13/2009
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
949-622-1148	9
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
949-622-1950	
RE:	YOUR REFERENCE NUMBER:
Opus Point IV - Change Order	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Please call if you have any questions.

Thank you

John



PLEASE REMIT TO:
P.O. BOX 52581
PHOENIX, AZ 85072-2581
www.sunstateequip.com

BRANCH LOCATION
SAN DIEGO
858-546-1010
AFTER HR#:(619) 572-4615

CONTRACT TYPE: RENTAL RETURN
INVOICE #: 4377405-001
PO #: 31123
JOB #: OPUS POINT / 1265
ORDERED BY: JIM/KW/0700/JD/KRI
ORDERED DATE:
DATE/TIME OUT: 12/08/08 6:30 AM
DATE/TIME IN: 12/10/08 2:25 PM
CUSTOMER #: 13864
PHONE #: 714-993-9006



EMERALD LANDSCAPE SERVICES
531 W. CROTHER AVENUE
PLACENTIA, CA 92870

04-0027

ORDERED BY: ELPIDIO #714-920-264
DRIVERS LICENSE:
JOB ADDRESS: 3197 LIONSHEAD, CARLSBAD
DEL. INSTRUCTIONS:
TERRITORY: 103
LICENSE PLATE:
PROCESSED BY: GERARDO
RETURN LOC: SND

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY.

PAGE: 1 OF 1

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP#	DAY	RATES WEEK	4 WEEKS	EXTENDED PRICE
1	5 YARD DUMP TRUCK - (NON - CDL) <260 71693 F650 S/N: 3FRNF65AX6V316761	235.00 10.00 HR IN:	873.00 13.10	2521.00	705.00
SALES ITEMS:					
Qty	Item number	Unit	Price		
1	ENV	EA	6.500		6.50
ENVIRONMENTAL FEE					
DELIVERY CHARGE					
DELIVERY BY: JASON					
PICKUP CHARGE					
PICKUP BY: BRION					

THIS IS YOUR INVOICE, PLEASE PAY BY INVOICE.

SUB TOTAL: 871.50
DAMAGE WAIVER: 98.70
TAX: 55.14
TOTAL AMOUNT DUE: 1025.34

RENT CONTINUES UNTIL YOU CALL 858-546-1010 TO HAVE EQUIPMENT PICKED UP.

CUSTOMER SIGNATURE

PRINT CUSTOMER'S FULL NAME

DELIVERED BY

DATE

• TERMS: NET 10th PROX. (DUE 10th OF THE FOLLOWING MONTH). SERVICE CHARGES AT THE RATE OF 18% PER ANNUM WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.
• CUSTOMER AGREES THAT DAMAGE AND THEFT WAIVER IS VOIDED IF EQUIPMENT IS NOT KEPT IN A LOCKED ENCLOSURE OR PROTECTED BY A SECURITY GUARD WHEN NOT IN USE.
• A SERVICE/CLEANING CHARGE MAY RESULT DUE TO EQUIPMENT BEING RETURNED DAMAGED OR IN NEED OF EXCESSIVE CLEANING.
• THE ENVIRONMENTAL FEE IS NOT REGULATED NOR COLLECTED BY OR FOR ANY GOVERNMENTAL AGENCY.
• WARNING: UNLAWFUL FAILURE TO RETURN RENTED PROPERTY MAY BE A FELONY. FINES, CRIMINAL PROSECUTION, AND/OR IMPRISONMENT COULD RESULT.
• BY SIGNING ABOVE I AGREE TO TERMS ON FRONT AND BACK OF THIS CONTRACT.



OPUS

OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

MAR 12 2009 *ec*

Change Order Date: 12/08/2008

Change Order #: 4

To Subcontract Agreement dated: 04/29/2008

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

Landscape & Irrigation

CON-10303.00-14

02900

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide misc. clean up as requested by Contractors superintendent.	\$1,531.00
2	Subcontractor shall provide revised irrigation to accomodate the existing slopes.	\$1,452.00
3	Subcontractor shall provide hand watering until permanent power and water can be provided.	\$2,400.00
		<u>\$5,383.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10303.03-B40-02870.00-S	\$55,783.00	\$0.00	\$55,783.00
10303.03-B40-02901.00-S	\$230,668.00	\$1,531.00	\$232,199.00
10303.03-B40-02902.00-S	\$181,737.00	\$3,852.00	\$185,589.00
	<u>\$468,188.00</u>	<u>\$5,383.00</u>	<u>\$473,571.00</u>

Original Contract Amount.....	\$460,713.00
Previously Approved Change Orders.....	\$7,475.00
Amount this Change Order.....	\$5,383.00
Contract Amount to Date.....	<u>\$473,571.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

John C. Crowe

Printed Name

Date

12/22/08

OPUS West Construction Corporation

Ralph Miller

Printed Name

3/12/09

Date

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



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 12/08/2008

Change Order #: 4

To Subcontract Agreement dated: 04/29/2008

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

Landscape & Irrigation

CON-10303.00-14

02900

CHANGE DETAILS

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		<u>\$5,383.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10303.03-B40-02870.00-S	\$55,783.00	\$0.00	\$55,783.00
10303.03-B40-02901.00-S	\$230,668.00	\$1,531.00	\$232,199.00
10303.03-B40-02902.00-S	\$181,737.00	\$3,852.00	\$185,589.00
	<u>\$468,188.00</u>	<u>\$5,383.00</u>	<u>\$473,571.00</u>
Original Contract Amount.....			\$460,713.00
Previously Approved Change Orders.....			\$7,475.00
Amount this Change Order.....			\$5,383.00
Contract Amount to Date.....			<u>\$473,571.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

John C. Crowl
Printed Name

12/22/08
Date

Ralph Miller
Printed Name

Date

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

**EMERALD
LANDSCAPE
SERVICES, INC.**

November 17, 2008

Jason Knudsen
Opus West Construction Corp.
2050 Main Street, Suite 80
Irvine, CA 92614

Project: Opus Point IV

Re: Irrigation Controllers

Dear Jason:

The following is a change order to increase the number of stations on the irrigation controllers in order to accommodate the existing irrigation slope valves for each individual lot.

Cost Breakdown

- Lot #7 – Increase stations from 18 to 24 station Rain Master Eagle = \$333.00
- Lot #8 – Increase stations from 18 to 24 station Rain Master Eagle = \$333.00
- Lot #9/10 – Increase stations from 24 to 30 station Rain Master Eagle = \$378.00
- Lot #11 – Increase stations from 30 to 36 station Rain Master Eagle = \$408.00

Grand Total - \$1,452.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.

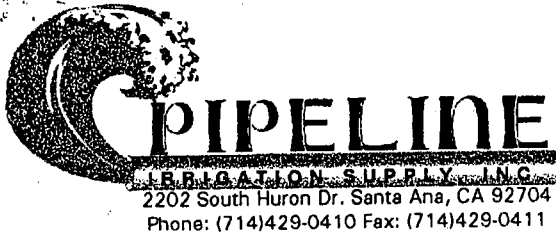

John C. Croul



531 W. Crowther Ave., Placentia, CA 92870

(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049
Placentia • Riverside • San Diego





QUOTE

SALES REP	QUOTE DATE	QUOTE NO.
	11/17/08	1070509-00
TAKEN BY		PAGE NO.
		1

CUST #: 190

BILL TO: EMERALD LANDSCAPE SERVICE, INC
531 W. CROWTHER AVE.

SHIP TO: STOCK
531 W. CROWTHER AVE.

PLACENTIA, CA 92870

PLACENTIA, CA 92870

SANTA ANA BRANCH

INSTRUCTIONS	SHIP POINT	EST SHIP DATE	TERMS
			R2% 10TH.N30

PRODUCT	DESCRIPTION	QUANTITY	UM	NET PRICE	NET AMOUNT
***** ONLY AUTHORIZED PERSONNEL MAY ORDER MATERIAL *****					
1 RM-RME18EG-UPED	RAINMASTER 18 STA EAGLE W/ 16 GA SS PEDESTAL	1	EA	2813.00000	2813.00
2 RM-RME24EG-UPED	RAINMASTER 24 STA EAGLE CONTROLLER	1	EA	3073.50000	3073.50
3 RM-RME30EG-UPED	RAINMASTER 30 STA EAGLE W/ 16 GA SS PEDESTAL	1	EA	3368.50000	3368.50
4 RM-RME36EG-UPED	RAINMASTER 36 STA EAGLE W/ 16 GA SS PEDESTAL	1	EA	3687.00000	3687.00
5 WC-RG	RAIN GUARD W/ MOUNTING	1	EA	39.60000	39.60
6 WC-RGVR-S	RAINGUARD ENCLOSURE	1	EA	63.00000	63.00
Total					13044.60
Taxes					1010.96
Invoice Total					14055.56

Last Page

This price is valid for 30 days after the print date. Thank you for the opportunity to submit a bid proposal for this project.
Please review this proposal completely. Pipeline will not be responsible for errors or omissions.

**EMERALD
LANDSCAPE
SERVICES, INC.**

November 17, 2008

Jason Knudsen
Opus West Construction Corp.
2050 Main Street, Suite 80
Irvine, CA 92614

Project: Opus Point IV

Re: Hand water

Dear Jason:

The following is a change order request for the hand watering of landscape. Three weeks of hand watering 1 man 8 hours for 15 days, October 27^h to the November 14th.

Cost Breakdown

- 120 hours laborer @ 20.00 = \$2,400.00

Grand Total - \$2,400.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Orsul



531 W. Crowther Ave., Placentia, CA 92870

(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049
Placentia • Riverside • San Diego





OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 10/27/2008

Change Order #: 3

To Subcontract Agreement dated: 04/29/2008

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

Landscape & Irrigation

CON-10303.00-14

02900

CHANGE DETAILS

Item	Description	Amount
1	Cost of three weeks of hand watering from October 6th to October 24th.	\$2,400.00
		<u>\$2,400.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10303.03-B40-02870.00-S	\$55,783.00	\$0.00	\$55,783.00
10303.03-B40-02901.00-S	\$230,668.00	\$0.00	\$230,668.00
10303.03-B40-02902.00-S	\$179,337.00	\$2,400.00	\$181,737.00
	<u>\$465,788.00</u>	<u>\$2,400.00</u>	<u>\$468,188.00</u>

Original Contract Amount.....	\$460,713.00
Previously Approved Change Orders.....	\$5,075.00
Amount this Change Order.....	\$2,400.00
Contract Amount to Date.....	<u>\$468,188.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

Printed Name

John C. ...

Date

10/27/08

Ralph Miller

Printed Name

Date

10/27/08

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

OK

**EMERALD
LANDSCAPE
SERVICES, INC.**

October 27, 2008

Ralph Miller
Opus West Construction Corp.
4350 La Jolla Village Drive, Suite 110
San Diego, CA 92122

Project: Opus Point IV - Lot 9

Re: Hand water

Dear Ralph:

The following is a change order request for the hand watering of landscape. Three weeks of hand watering 1 man 8 hours for 15 days, October 6th to the 24th.

Cost Breakdown

- 120 hours laborer @ 20.00 = \$2,400.00

Grand Total - \$2,400.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Croul



531 W. Crowther Ave., Placentia, CA 92870

(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049
Placentia • Riverside • San Diego





SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone : 714-993-9006
Remittance Address : OPUS West Construction Corporation
Attn : Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10303
Date of Application: 6/19/09
Application Number: 11
Period From: 4/1 Period To: 4/30/09

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$460,713.00
OPUS APPROVED CHANGE ORDER thru # 10		\$46,361.00
CONTRACT AMOUNT TO DATE TOTAL		\$507,074.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 507,074.-
B Less Retainage 10% \$ 0
C Total Earned less Retainage (A - B) \$ 507,074.-
D Less Previous Billings (previous req's line C) \$ 503,454.-
E Current Payment Due (C - D) \$ 3,620.-
F Balance to Finish, Plus Retainage (H - A + B) \$ 0
G Current Gross Amount Completed This Period \$ 3,620.-

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:

6/19/09

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10303.03-B40-02870.00-S	Site Furnish Misc - Subcontract	\$55,783.00	55,783.-		55,783.-	100		
10303.03-B40-02901.00-S	Landscaping - Subcontract	\$265,702.00	262,082.-	3,620.-	265,702.-		0	3,620.-
10303.03-B40-02902.00-S	Irrigation - Subcontract	\$185,589.00	185,589.-		185,589.-			
	Total	\$507,074.00	503,454.-	3,620.-	507,074.-		0	3,620.-
		H	I	G	A	J	K	E

Entered By :

Accounting

Date

Approved By :

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831

CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$(3,620.00) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or any bond right the undersigned has on the job of (Opus West Corporation) located at (Opus West Construction Corp) to the following extent. This release covers the final payment for labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of \$ -0-. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____
Pamela McIntyre

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

Invoice

DATE	INVOICE #
6/19/2009	46835

BILL TO

OPUS WEST CONSTRUCTION CORP.
2050 MAIN STREET, SUITE 800
IRVINE, CA 92614
ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	7/19/2009		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: OPUS POINT IV JOB NO.: 10303 AMOUNT DUE THIS APPLICATION		3,620.00	3,620.00
			Total	\$3,620.00
			Balance Due	\$3,620.00

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10303
Date of Application: 3/26/09
Application Number: 10
Period From: 3/1 Period To: 3/31/09

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$460,713.00
OPUS APPROVED CHANGE ORDER thru # 9		\$42,741.00
CONTRACT AMOUNT TO DATE TOTAL		\$503,454.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 503,454.-
B Less Retainage 10% \$ 0
C Total Earned less Retainage (A - B) \$ 503,454.-
D Less Previous Billings (previous req's line C) \$ 494,526.-
E Current Payment Due (C - D) \$ 8,928.-
F Balance to Finish, Plus Retainage (H - A + B) \$ 0
G Current Gross Amount Completed This Period \$ 8,928.-

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:

3/26/09

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10303.03-B40-02870.00-S	Site Furnish Misc - Subcontract	\$55,783.00	55,783.-		55,783.-	100		
10303.03-B40-02901.00-S	Landscaping - Subcontract	\$262,082.00	253,154.-	8,928.-	262,082.-	100	0	8,928.-
10303.03-B40-02902.00-S	Irrigation - Subcontract	\$185,589.00	185,589.-		185,589.-	100		
	Total	\$503,454.00	494,526.-		503,454.-	100	0	8,928.-
		H		G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

SIMILAR-AIA DOCUMENT G702

Emerald Landscape Services, Inc.

APPLICATION NUMBER:

3/26/2009

APPLICATION DATE:

3/1/2009 to

[illegible]

**EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831**

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (8,928.00) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Opus Point IV) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (03/31/09) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____
Pamela McIntyre

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

Invoice

DATE	INVOICE #
3/26/2009	45673

BILL TO

OPUS WEST CONSTRUCTION CORP.
2050 MAIN STREET, SUITE 800
IRVINE, CA 92614
ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	4/25/2009		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: OPUS POINT IV JOB NO.: 10303 AMOUNT DUE THIS APPLICATION		8,928.00	8,928.00
			Total	\$8,928.00
			Balance Due	\$8,928.00

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10303
Date of Application: 3/19/09
Application Number: 9
Period From: 3/1 Period To: 3/31/09

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$460,713.00
OPUS APPROVED CHANGE ORDER thru # 8		\$33,813.00
CONTRACT AMOUNT TO DATE TOTAL		\$494,526.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 494,526 -
B Less Retainage 0 - 10% \$ 0
C Total Earned less Retainage (A - B) \$ 494,526
D Less Previous Billings (previous req's line C) \$ 492,767
E Current Payment Due (C - D) \$ 1,759 -
F Balance to Finish, Plus Retainage (H - A + B) \$ 1,759 -
G Current Gross Amount Completed This Period \$ 494,526 -

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:

3/19/09

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I + G	A / H		G - K
10303.03-B40-02870.00-S	Site Furnish Misc - Subcontract	\$55,783.00	55,783		55,783	100		
10303.03-B40-02901.00-S	Landscaping - Subcontract	\$253,154.00	251,395	1,759	253,154	100		1,759
10303.03-B40-02902.00-S	Irrigation - Subcontract	\$185,589.00	185,589		185,589	100		
	Total	\$494,526.00	492,767		494,526	100		1,759
		H	I	G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SIMILAR-AIA DOCUMENT G702

Emerald Landscape Services, Inc.

APPLICATION NUMBER:

APPLICATION DATE:

PERIOD TO:

3/1/2009

3/31/2009

[illegible]

EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831

CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$(1,759.00) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or any bond right the undersigned has on the job of (Opus West Corporation) located at (Opus West Construction Corp) to the following extent. This release covers the final payment for labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of \$ -0-. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____
Pamela McIntyre

Invoice

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

DATE	INVOICE #
3/19/2009	45639

BILL TO

OPUS WEST CONSTRUCTION CORP.
2050 MAIN STREET, SUITE 800
IRVINE, CA 92614
ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	4/18/2009		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: OPUS POINT IV JOB NO.: 10303 AMOUNT DUE THIS APPLICATION		1,759.00	1,759.00

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10303
Date of Application: 3/10/09
Application Number: 8.
Period From: 3/1 Period To: 3/31/09

CONTRACT INFORMATION

ITEM	SALES TAX (\$)(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$460,713.00
OPUS APPROVED CHANGE ORDER thru # 7		\$32,054.00
CONTRACT AMOUNT TO DATE TOTAL		\$492,767.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 492,767.-
B Less Retainage 0 % \$ 0
C Total Earned less Retainage (A - B) \$ 492,767.-
D Less Previous Billings (previous req's line C) \$ 483,953.-
E Current Payment Due (C - D) \$ 8,814.-
F Balance to Finish, Plus Retainage (H - A + B) \$ 0
G Current Gross Amount Completed This Period \$ 8,814.-

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:

3/10/09

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I + G	A / H		G - K
10303.03-B40-02870.00-S	Site Furnish Misc - Subcontract	\$55,783.00	55,783.-		55,783.-	100		
10303.03-B40-02901.00-S	Landscaping - Subcontract	\$251,395.00	242,581.-	8,814.-	251,395.-	100	0	8,814.-
10303.03-B40-02902.00-S	Irrigation - Subcontract	\$185,589.00	185,589.-		185,589.-	100		
	Total	\$492,767.00	483,953.-	8,814.-	492,767.-	100		8,814.-
		H	I	G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SIMILAR-AIA DOCUMENT G702

CONTRACTOR:

Emerald Landscape Services, Inc.

APPLICATION NUMBER:

APPLICATION DATE:

3/10/2009

3/1/2009 to

[illegible]

EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (8,814.00) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Opus Point IV) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (03/31/09) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____

Pamela McIntyre

Invoice

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

DATE	INVOICE #
3/10/2009	45488

BILL TO

OPUS WEST CONSTRUCTION CORP.
2050 MAIN STREET, SUITE 800
IRVINE, CA 92614
ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	4/9/2009		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: OPUS POINT IV JOB NO.: 10303 AMOUNT DUE THIS APPLICATION		8,814.00	8,814.00
			Total	\$8,814.00
			Balance Due	\$8,814.00

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
714-993-9006
Phone :
Remittance Address : OPUS West Construction Corporation
Attn : Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

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

10303
2/20/09
7.
2/1 Period To: 2/28/09

CONTRACT INFORMATION

ITEM	SALES TAX (\$)(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$460,713.00
OPUS APPROVED CHANGE ORDER thru # 5		\$23,240.00
CONTRACT AMOUNT TO DATE TOTAL		\$483,953.00

APPLICATION INFORMATION

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

\$ 483,953.-
\$ 0
\$ 483,953.-
\$ 435,557.70
\$ 0
\$ 48,395.30

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

John C. Crowl

DATE:

2/20/09

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I + G	A / H		G - K
10303.03-B40-02870.00-S	Site Furnish Misc - Subcontract	\$55,783.00	55,783.-		55,783.-			5,578.30
10303.03-B40-02901.00-S	Landscaping - Subcontract	\$242,581.00	242,581.-		242,581.-			24,258.10
10303.03-B40-02902.00-S	Irrigation - Subcontract	\$185,589.00	185,589.-		185,589.-			18,558.70
	Total	\$483,953.00	483,953.-		483,953.-			48,395.30
		H	I	J	A	J	K	E

Entered By : _____
Accounting Date

Approved By : _____
Project Manager Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SIMILAR-AIA DOCUMENT G702

CONTRACTOR:

Emerald Landscape Services, Inc.

APPLICATION NUMBER:

APPLICATION DATE:

APPLICATION DATE:

2/20/2009

10

1

[illegible]

EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831

CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$(48,395.30) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or any bond right the undersigned has on the job of (Opus West Corporation) located at (Opus West Construction Corp) to the following extent. This release covers the final payment for labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of \$ -0-. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____
Pamela McIntyre

Invoice

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

DATE	INVOICE #
2/20/2009	45271

BILL TO

OPUS WEST CONSTRUCTION CORP.
2050 MAIN STREET, SUITE 800
IRVINE, CA 92614
ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	3/22/2009		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: OPUS POINT IV JOB NO.: 10303 RETENTION AMOUNT DUE THIS APPLICATION		48,395.30	48,395.30
			Total	\$48,395.30
			Balance Due	\$48,395.30

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 331 W. Crowther Ave.
Placentia, CA 92870
714-993-9006
Phone :
Remittance Address : OPUS West Construction Corporation
Attn : Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10303
Date of Application: 2/20/09
Application Number: 6
Period From: 2/1
Period To: 2/28/09

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$460,713.00
OPUS APPROVED CHANGE ORDER thru # 5		\$23,240.00
CONTRACT AMOUNT TO DATE TOTAL		\$483,953.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 483,953.-
B Less Retainage 10 % \$ 48,395.30
C Total Earned less Retainage (A - B) \$ 435,557.70
D Less Previous Billings (previous req's line C) \$ 426,213.90
E Current Payment Due (C - D) \$ 9,343.80
F Balance to Finish, Plus Retainage (H - A + B) \$ 48,395.30
G Current Gross Amount Completed This Period \$ 10,382.-

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

John C. Crowl

DATE:

2/20/09

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I + G	A / H		G - K
10303.03-B40-02870.00-S	Site Furnish Misc - Subcontract	\$55,783.00	55,783.-		55,783.-	100		
10303.03-B40-02901.00-S	Landscaping - Subcontract	\$242,581.00	232,199.-	10,382.-	242,581.-	100	1,038.20	9,343.80
10303.03-B40-02902.00-S	Irrigation - Subcontract	\$185,589.00	185,589.-		185,589.-	100		
	Total	\$483,953.00	473,571.-	10,382.-	483,953.-	100	10,382.20	9,343.80
		H	I	G	A	J	K	E

Entered By :

Accounting

Date

Approved By :

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SIMILAR-AIA DOCUMENT G702

CONTRACTOR: Emerald Landscape Services, Inc.
APPLICATION NUMBER: 6
APPLICATION DATE: 2/20/2009
PERIOD TO: 2/1/2009 to

[illegible]

EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (9,343.80) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Opus Point IV) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (02/28/09) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____
Pamela McIntyre

Invoice

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

DATE	INVOICE #
2/20/2009	45270

BILL TO
OPUS WEST CONSTRUCTION CORP. 2050 MAIN STREET, SUITE 800 IRVINE, CA 92614 ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	3/22/2009		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: OPUS POINT IV JOB NO.: 10303 AMOUNT DUE THIS APPLICATION		9,343.80	9,343.80
			Total	\$9,343.80
			Balance Due	\$9,343.80

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



OPUS.

SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV
 Subcontractor: Emerald Landscape Svcs Inc
 Supplier #: 1007073
 Address: 531 W. Crowther Ave.
Placentia, CA 92870
 Phone: 714-993-9006
 Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10303
 Date of Application: 1/19/09
 Application Number: 5.
 Period From: 1/1 Period To: 1/31/09

CONTRACT INFORMATION

ITEM	SALES TAX (S)/(f applicable)	TOTAL (S)
ORIGINAL CONTRACT AMOUNT		\$460,713.00
OPUS APPROVED CHANGE ORDER thru # 3		12,858.-
CONTRACT AMOUNT TO DATE TOTAL		460,713.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 473,571.-
 B Less Retainage 10 % \$ 47,357.10
 C Total Earned less Retainage (A - B) \$ 426,213.90
 D Less Previous Billings (previous req's line C) \$ 258,134.40
 E Current Payment Due (C - D) \$ 168,079.50
 F Balance to Finish, Plus Retainage (H - A + B) \$ 47,357.10
 G Current Gross Amount Completed This Period \$ 186,755.-

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:

1/19/09

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10303.03-B40-02870.00-S	Site Furnish Misc - Subcontract	\$55,783.00	20,000.-	35,783.-	55,783.-	100	3,578.72	32,204.28
10303.03-B40-02901.00-S	Landscaping - Subcontract	236,051.00	125,680.-	110,371.-	236,051.-	100	11,037.10	99,373.90
10303.03-B40-02902.00-S	Irrigation - Subcontract	\$181,737.00	141,136.-	40,601.-	181,737.-	100	4,060.10	36,540.90
	Total	460,713.00	286,816	186,755	473,571.-		18,675.50	168,079.50
			H	I	G	A	J	K

473,571.-

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (168,079.50) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Opus Point IV) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (01/31/09) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____
Pamela McIntyre

Invoice

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

DATE	INVOICE #
1/19/2009	44943

BILL TO

OPUS WEST CONSTRUCTION CORP.
2050 MAIN STREET, SUITE 800
IRVINE, CA 92614
ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	2/18/2009		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: OPUS POINT IV JOB NO.: 10303 AMOUNT DUE THIS APPLICATION		168,079.50	168,079.50
			Total	\$168,079.50
			Balance Due	\$168,079.50

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV
Subcontractor: Emerald Landscape Svcs Inc.
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10303
Date of Application: 11/18/08
Application Number: 4
Period From: 11/1 Period To: 11/30/08

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$460,713.00
OPUS APPROVED CHANGE ORDER thru # 3		\$7,475.00
CONTRACT AMOUNT TO DATE TOTAL		\$468,188.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 286,816.-
B Less Retainage 10 % \$ 28,681.60
C Total Earned less Retainage (A - B) \$ 258,134.40
D Less Previous Billings (previous req's line C) \$ 187,349.40
E Current Payment Due (C - D) \$ 70,785.-
F Balance to Finish, Plus Retainage (H - A + B) \$ 210,053.60
G Current Gross Amount Completed This Period \$ 78,650.-

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:

11/18/08

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I + G	A / H		G - K
10303.03-B40-02870.00-S	Site Furnish Misc - Subcontract	\$55,783.00	20,000.-		20,000.-	55		
10303.03-B40-02901.00-S	Landscaping - Subcontract	\$230,668.00	80,965.-	45,115.-	125,680.-	55	4,515.-	40,603.50
10303.03-B40-02902.00-S	Irrigation - Subcontract	\$181,737.00	107,601.-	33,535.-	141,136.-	80	3,353.50	30,181.50
	Total	\$468,188.00	208,166.-	78,650.-	286,816.-		7,868.50	70,785.-
			H	I	J	K	L	M

Entered By:

Accounting

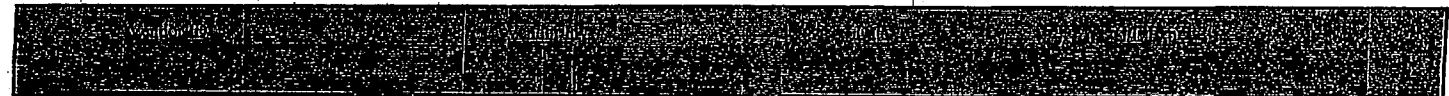
Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SIMILAR-AIA DOCUMENT G702

Emerald Landscape Services, Inc.

APPLICATION NUMBER:

11/18/2008

PERIOD TO: 11/1/2008 to 11/30/2008

[illegible]

**EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831**

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (70,785.00) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Opus Point IV) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (11/30/08) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____
Pamela McIntyre

Invoice

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

DATE	INVOICE #
11/18/2008	44300

BILL TO

OPUS WEST CONSTRUCTION CORP.
2050 MAIN STREET, SUITE 800
IRVINE, CA 92614
ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	12/18/2008		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: OPUS POINT IV JOB NO.: 10303 AMOUNT DUE THIS APPLICATION		70,785.00	70,785.00
			Total	\$70,785.00
			Balance Due	\$70,785.00

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10303
Date of Application: 10/22/08
Application Number: 3
Period From: 10/1 Period To: 10/31/08

CONTRACT INFORMATION

ITEM	SALES TAX (\$)(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$460,713.00
OPUS APPROVED CHANGE ORDER thru # 2		\$5,075.00
CONTRACT AMOUNT TO DATE TOTAL		\$465,788.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 208,166.-
B Less Retainage 10 % \$ 20,816.60
C Total Earned less Retainage (A - B) \$ 187,349.40
D Less Previous Billings (previous req's line C) \$ 101,417.40
E Current Payment Due (C - D) \$ 85,932.-
F Balance to Finish, Plus Retainage (H - A + B) \$ 278,438.60
G Current Gross Amount Completed This Period \$ 95,480.-

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:

10/22/08

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				
10303.03-B40-02870.00-S	Site Furnish Misc.- Subcontract	\$55,783.00		20,000.-	20,000.-	35%	2,000.-	18,000.-
10303.03-B40-02901.00-S	Landscaping - Subcontract	\$230,668.00	23,018.-	57,547.-	80,565.-	35%	5,754.70	51,792.30
10303.03-B40-02902.00-S	Irrigation - Subcontract	\$179,337.00	89,668.-	17,933.-	107,601.-	60%	1,793.30	10,139.70
	Total	\$465,788.00	112,686.-	95,480.-	208,166.-	44	9,548.-	85,932.-
		H	I	J	A	L	K	B

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SIMILAR-AIA DOCUMENT G702

CONTRACTOR: Emerald Landscape Services, Inc.
APPLICATION NUMBER: 3
APPLICATION DATE: 10/22/2008
PERIOD TO: 10/1/2008 to

[illegible]

**EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831**

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (85,932.00) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Opus Point IV) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (10/31/08) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____

Pamela McIntyre

Invoice

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

DATE	INVOICE #
10/22/2008	43910

BILL TO
OPUS WEST CONSTRUCTION CORP. 2050 MAIN STREET, SUITE 800 IRVINE, CA 92614 ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	11/21/2008		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: OPUS POINT IV JOB NO.: 10303 AMOUNT DUE THIS APPLICATION		85,932.00	85,932.00
			Total	\$85,932.00
			Balance Due	\$85,932.00

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2050 Main Street Suite 500
Irvine, CA 92614
Project Number: 10303
Date of Application: 9/22/08
Application Number: 2
Period From: 9/1 Period To: 9/30/08

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$460,713.00
OPUS APPROVED CHANGE ORDER thru # 1		\$4,595.00
CONTRACT AMOUNT TO DATE TOTAL		\$465,308.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 112,086.70
B Less Retainage 10 % \$ 11,268.60
C Total Earned less Retainage (A - B) \$ 101,417.40
D Less Previous Billings (previous req's line C) \$ 35,516.20
E Current Payment Due (C - D) \$ 65,900.70
F Balance to Finish, Plus Retainage (H - A + B) \$ 363,890.60
G Current Gross Amount Completed This Period \$ 73,223.70

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:

9/22/08

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I + G	A / H		G - K
10303.03-B40-02870.00-S	Site Furnish Misc - Subcontract	\$55,783.00						
10303.03-B40-02901.00-S	Landscape - Subcontract	\$230,188.00		23,018.70	23,018.70	10	2,301.80	20,716.20
10303.03-B40-02902.00-S	Irrigation - Subcontract	\$179,337.00	39,463.70	50,205.70	89,669.40	50	5,020.50	45,184.50
	Total	\$465,308.00	39,463.70	73,223.70	112,687.40	24	7,322.30	65,900.70
		H	I	J	K	L	M	N

Entered By:

Approved By:

Accounting

Date

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SIMILAR-AIA DOCUMENT G702

CONTRACTOR:

Emerald Landscape Services, Inc.

APPLICATION NUMBER:

APPLICATION DATE: 9/22/2008

PERIOD TO: 9/1/2008 to 9/30/2008

[illegible]

EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (65,900.70) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Opus Point IV) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (09/30/08) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____
Pamela McIntyre

Invoice

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

DATE	INVOICE #
9/22/2008	43476

BILL TO

OPUS WEST CONSTRUCTION CORP.
2050 MAIN STREET, SUITE 800
IRVINE, CA 92614
ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	10/22/2008		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: OPUS POINT IV JOB NO.: 10303 AMOUNT DUE THIS APPLICATION		65,900.70	65,900.70
			Total	\$65,900.70
			Balance Due	\$65,900.70

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006

Project Number: 10303
Date of Application: 8/20/08
Application Number: 1
Period From: 8/1

Period To: 8/31/08

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		\$460,713.00
OPUS APPROVED CHANGE ORDER thru # 1		\$4,595.00
CONTRACT AMOUNT TO DATE TOTAL		\$465,308.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 39,463.⁻
B Less Retainage 10 % \$ 3,946.30
C Total Earned less Retainage (A - B) \$ 35,516.70
D Less Previous Billings (previous req's line C) \$ 0
E Current Payment Due (C - D) \$ 35,516.70
F Balance to Finish, Plus Retainage (H - A + B) \$ 429,791.30
G Current Gross Amount Completed This Period \$ 39,463.⁻

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

President

DATE:

8/20/08

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				
10303.03-B40-02870.00-S	Site Furnish Misc - Subcontract	\$55,783.00			I + G	A / H		O - K
10303.03-B40-02901.00-S	Landscapeing - Subcontract	\$230,188.00						
10303.03-B40-02902.00-S	Irrigation - Subcontract	\$179,337.00		39,463. ⁻	39,463. ⁻	22	3,946.30	35,516.70
	Total	\$465,308.00		39,463. ⁻	39,463. ⁻	8	3,946.30	35,516.70
		H	I	G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
[California Civil Code §3262 (d)(1)]

Upon receipt by the undersigned of a check from Opus West Construction Corporation
(Maker of Check)
in the sum of \$ 35,516.70 payable
to Emerald Landscape Services, Inc.
(Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of Opus West Corporation

located at Opus Point IV 3191 Lionshead Av, Carlsbad, CA 92010
(Owner)
(Job Description)

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to Opus West Corporation through 8/31/08
(Your Customer) (Date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Project No. and Account Code: 10303.00

Dated: 8/20/08

Emerald Landscape Services, Inc.

Subcontractor

By: [Signature] John P. Crowl
(Title) President

NOTE: CIVIL CODE SECTION §3262 (d)(1) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

Invoice

DATE	INVOICE #
8/20/2008	43142

BILL TO

OPUS WEST CONSTRUCTION CORP.
2050 MAIN STREET, SUITE 800
IRVINE, CA 92614
ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	9/19/2008		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: OPUS POINT IV JOB NO.: 10303 AMOUNT DUE THIS APPLICATION		35,516.70	35,516.70
			Total	\$35,516.70
			Balance Due	\$35,516.70

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable

Project Number: 10303
Date of Application: _____
Application Number: _____
Period From: _____ Period To: _____

2050 Main Street Suite 800
Irvine, CA 92614

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$460,713.00
OPUS APPROVED CHANGE ORDER thru # 1		\$4,595.00
CONTRACT AMOUNT TO DATE TOTAL		\$465,308.00

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:

Emerald Landscape Svcs Inc

Supplier #: 1007073

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				
10303.03-B40-02870.00-S	Site Furnish Misc - Subcontract	\$55,783.00			I + G	A / H		O - K
10303.03-B40-02901.00-S	Landscaping - Subcontract	\$230,188.00						
10303.03-B40-02902.00-S	Irrigation - Subcontract	\$179,337.00						
	Total	\$465,308.00						
		H	I	G	A	J	K	E

Entered By:

Accounting

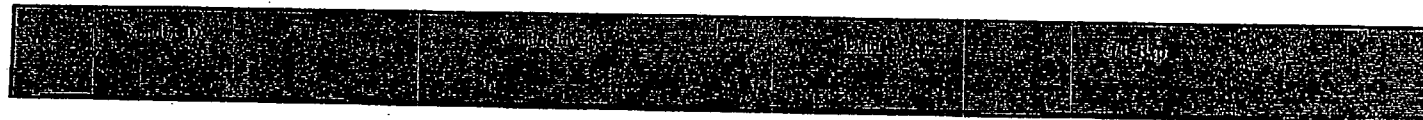
Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY





SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable

Project Number: 10303
Date of Application: _____
Application Number: _____
Period From: _____ Period To: _____

2050 Main Street Suite 200
Irvine, CA 92614

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$460,713.00
OPUS APPROVED CHANGE ORDER thru # 1		\$4,595.00
CONTRACT AMOUNT TO DATE TOTAL		\$465,308.00

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:

Emerald Landscape Svcs Inc

Supplier #: 1007073

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
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	Total	\$465,308.00						
		H	I	G	A	J	K	E

Entered By :

Accounting

Date

Approved By :

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY





SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV Project Number: 10303
Subcontractor: Emerald Landscape Svcs Inc Date of Application: _____
Supplier #: 1007073
Address: 531 W. Crowther Ave. Application Number: _____
Phoenicia, CA 92870 Period From: _____ Period To: _____
Phone: 714-993-9006
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 (\$)
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OPUS APPROVED CHANGE ORDER thru # 1		\$4,595.00
CONTRACT AMOUNT TO DATE TOTAL		\$465,308.00

APPLICATION INFORMATION

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E Current Payment Due (C - D) \$ _____
F Balance to Finish, Plus Retainage (H - A + B) \$ _____
G Current Gross Amount Completed This Period \$ _____

SUBCONTRACTOR: Emerald Landscape Svcs Inc Supplier #: 1007073
BY: _____
DATE: _____

APPLICATION BREAKDOWN

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10303.03-B40-02902.00-S	Irrigation - Subcontract	\$179,337.00						
	Total	\$465,308.00						
		H	I	G	A	J	K	E

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
[California Civil Code §3262 (d)(1)]

Upon receipt by the undersigned of a check from Opus West Construction Corporation
(Maker of Check)

in the sum of \$ _____ payable
(Amount of Check)

to _____
(Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of _____

(Owner)
located at _____

(Job Description)
to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to _____ through _____
(Your Customer) (Date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Project No. and Account Code: _____

Dated: _____

Subcontractor

By: _____

(Title)

NOTE: CIVIL CODE SECTION §3262 (d)(1) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the wavier and release shall follow substantially the form set forth above.

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[California Civil Code §3262 (d)(1)]

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(Job Description)

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(Date)

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(Your Customer)

(Date)

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Dated: _____

Subcontractor

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SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone : 714-993-9006
Remittance Address : OPUS West Construction Corporation
Attn : Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10303
Date of Application: _____
Application Number: _____
Period From: _____ Period To: _____

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$460,713.00
OPUS APPROVED CHANGE ORDER thru # 3		\$7,475.00
CONTRACT AMOUNT TO DATE TOTAL		\$468,188.00

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:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:

APPLICATION BREAKDOWN

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

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10303.03-B40-02901.00-S	Landscaping - Subcontract	\$230,668.00						
10303.03-B40-02902.00-S	Irrigation - Subcontract	\$181,737.00						
	Total	\$468,188.00						
		H	I	G	A	J	K	E

Entered By : _____
Accounting Date

Approved By : _____
Project Manager Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY





SUBCONTRACTOR APPLICATION FOR PAYMENT

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SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:

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Subcontractor: Emerald Landscape Svcs Inc Date of Application: _____
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		H	I	G	A	J	K	E

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY





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Subcontractor: Emerald Landscape Svcs Inc Date of Application: _____
Supplier #: 1007073 Application Number: _____
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Placentia, CA 92870
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Irvine, CA 92614

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	Total	\$468,188.00						
		H	I	G	A	J	K	E

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY





SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV Project Number: 10303
Subcontractor: Emerald Landscape Svcs Inc Date of Application: _____
Supplier #: 1007073
Address: 531 W. Crowther Ave. Application Number: _____
Placentia, CA 92870 Period From: _____ Period To: _____
Phone: 714-993-9006
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		\$460,713.00
OPUS APPROVED CHANGE ORDER thru # 5		\$23,240.00
CONTRACT AMOUNT TO DATE TOTAL		\$483,953.00

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) \$ _____
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SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:

APPLICATION BREAKDOWN

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

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10303.03-B40-02901.00-S	Landscaping - Subcontract	\$242,581.00						
10303.03-B40-02902.00-S	Irrigation - Subcontract	\$185,589.00						
	Total	\$483,953.00						
		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	IG/IE/Exp
-----------	------------	------	-----------

RECORDING REQUESTED BY:
Emerald Landscape Services, Inc.

AND WHEN RECORDED MAIL TO:
Emerald Landscape Services, Inc.

531 W. Crowther Avenue
Placentia, CA 92870

6194

DOC # 2009-0270956



MAY 21, 2009 11:53 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER
FEES: 13.00

NOTICES: 1

PAGES: 1



SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANICS' LIEN

The undersigned, Emerald Landscape Services, Inc. claimant, claims a mechanic's lien upon the following described real property: City of Carlsbad, County of San Diego, California, Opus Point IV, 3197 Lionshead Avenue, Carlsbad, CA.

The sum of \$77,240.00 together with interest thereon at the rate of 0.00 percent per annum from May 20, 2009, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: Landscape and irrigation.

Claimant furnished the work and/or materials at the request of, or under contract with: Opus West Construction Corp., 2050 Main Street, Suite #800, Irvine, CA 92614.

The owners and reputed owners of the property are: Opus West Corp., 2555 E. Camelback Road, #800, Phoenix, AZ 85016.

Firm Name: Emerald Landscape Services, Inc.

By: Nancie Raddatz
Nancie Raddatz / Authorized Agent

VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanic's lien: I have read said claim of mechanic's lien and know the contents thereof: the same is true of my own knowledge.

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

Executed on May 20, 2009, at San Diego, California.

Nancie Raddatz
Nancie Raddatz / Authorized Agent

CA691619

CALIFORNIA PRELIMINARY NOTICE

In accordance with sections 3097 and 3098, California Civil Code

This is not a Lien, This is not a reflection on the integrity of any contractor or subcontractor**1 - You are hereby notified that**

EMERALD LANDSCAPE SERVICES INC
531 W CORWYER AVE
PLACENTIA CA 92070

Reputed Owner

OPUS WEST CORP A MN CORP
2050 MAIN ST #800
IRVINE CA 92614

2 - Has furnished or will furnish labor, services, equipment, or materials of the following general description:

LANDSCAPING

Reputed Construction Lender or Lessee

LASALLE BANK NATIONAL ASSOC
135 SOUTH LA SALLE ST #1260
CHICAGO IL 60603

3 - An estimate of the total price of the labor, services, equipment, or materials furnished or to be furnished is:

\$389,128.00

Reputed Original Contractor

OPUS WEST CONST CORP
2050 MAIN ST #800
IRVINE CA 92614

4 - The building, structure or other work of improvement is located at:

HORIZON TECH CTR
10301 MEANLEY DR
SAN DIEGO CA 92131

A.D.C. UNKNOWN

5 - The name of the person or firm who contracted for the purchase of such labor, services, equipment or material is:

OPUS WEST CONST CORP
2050 MAIN ST #800
IRVINE CA 92614

6 - Name and address of Trust Funds to which Supplemental Fringe Benefits are payable (if applicable):**7 - Jobsite Is Federal Public Work Title 40 USC Sec. 270A-270E**

Contract #

Bond Co:

Signed

Authorized Agent

*He C Gray***NOTICE TO PROPERTY OWNER**

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES, EQUIPMENT, OR MATERIALS FURNISHED OR TO BE FURNISHED, A MECHANICS' LIEN LEADING TO THE LOSS, THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR PROPERTY BEING SO IMPROVED MAY BE PLACED AGAINST THE PROPERTY EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY (1) REQUIRING YOUR CONTRACTOR TO FURNISH A RELEASE SIGNED BY THE PERSON OR FIRM GIVING YOU THIS NOTICE BEFORE MAKING FINAL PAYMENT TO YOUR CONTRACTOR OR (2) ANY OTHER METHOD OR DEVICE THAT IS APPROPRIATE UNDER THE CIRCUMSTANCES. OTHER THAN RESIDENTIAL HOMEOWNERS OF DWELLINGS CONTAINING FEWER THAN 5 UNITS, PRIVATE PROJECT OWNERS MUST NOTIFY THE ORIGINAL CONTRACTOR AND ANY LIEN CLAIMANT WHO HAS PROVIDED THE OWNER WITH A PRELIMINARY 20-DAY LIEN NOTICE IN ACCORDANCE WITH SECTION 3097 OF THE CIVIL CODE THAT A NOTICE OF COMPLETION OR NOTICE OF CESSATION HAS BEEN RECORDED WITHIN 10 DAYS OF ITS RECORDATION. NOTICE SHALL BE BY REGISTERED MAIL, CERTIFIED MAIL, OR FIRST-CLASS MAIL, EVIDENCED BY A CERTIFICATE OF MAILING. FAILURE TO NOTIFY WILL EXTEND THE DEADLINES TO RECORD A LIEN.



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 03/25/2009

Change Order #: 9

To Subcontract Agreement dated: 09/25/2007

Landscape
CON-10262.00-17

See Subcontract Sum Breakdown

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall modify front entrance to allow for the monument sign.	\$1,012.00
		<u>\$1,012.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.03-B40-02901.00-S	\$222,007.00	\$1,012.00	\$223,019.00
10262.03-B40-02902.00-S	\$200,902.00	\$0.00	\$200,902.00
	<u>\$422,909.00</u>	<u>\$1,012.00</u>	<u>\$423,921.00</u>

Original Contract Amount.....	\$389,128.00
Previously Approved Change Orders.....	\$33,781.00
Amount this Change Order.....	\$1,012.00
Contract Amount to Date.....	\$423,921.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

John C. Crowl
Printed Name

3/26/09
Date

Andrew Ranallo
Printed Name

Date

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

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

AK

RECEIVED

JAN 13 2009

OPUS WEST-IRVINE



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 12/31/2008

Change Order #: 8

To Subcontract Agreement dated: 09/25/2007

Landscape

CON-10262.00-17

See Subcontract Sum Breakdown

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide all material, labor, and equipment to furnish and install the requested plant material to replace the plant material that is damaged or missing due to foot traffic or work by other trades.	\$1,963.00
		<u>\$1,963.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.03-B40-02901.00-S	\$220,044.00	\$1,963.00	\$222,007.00
10262.03-B40-02902.00-S	\$200,902.00	\$0.00	\$200,902.00
	<u>\$420,946.00</u>	<u>\$1,963.00</u>	<u>\$422,909.00</u>

Original Contract Amount.....	\$389,128.00
Previously Approved Change Orders.....	\$31,818.00
Amount this Change Order.....	\$1,963.00
Contract Amount to Date.....	\$422,909.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

Printed Name

Date

Printed Name

Date

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

BRL

**EMERALD
LANDSCAPE
SERVICES, INC.**

December 31, 2008

Mr. Andrew Ranallo
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Project: Horizon Tech Center
10301 Meanley Drive, San Diego, CA

Re: Change Order #10

Dear Andrew:

The following is a change order request to replace the plant material that is damaged or missing due to foot traffic or work by other trades.

Building A

- 4 - 5gal Variegated Mock Orange @ 15.00 = \$60.00
- 4 - 5gal Rhipiolepus 'Ballerina' @ 15.00 = \$60.00
- 2 - flats Myoporum parvifolium @ 17.00 = \$34.00
- 10 - 1gal Heteromeles Arbutifolia @ 5.00 = \$50.00
- 1 - 5gal California Coffee Berry @ 16.00 = \$16.00
- 6 - flats Myoporum parvifolium @ 17.00 = \$102.00
- 25 - 1gal Nassella Tenuissima @ 5.00 = \$125.00
- 5 - 5gal Azalia @ 18.00 = \$90.00

Sub Total - \$537.00

Building B

- 7 - 5gal California Coffee Berry @ 16.00 = \$112.00
- 5 - 5gal Azalia @ 18.00 = \$50.00
- 1 - 1gal Purple Trailing Lantana @ 4.50 = \$4.50
- 6 - 1gal Heteromeles Arbutifolia @ 5.00 = \$30.00

Sub Total - \$196.50

Building C

- 2 - 5gal Dietes Bicolor @ 15.00 = \$30.00
- 1 - 1gal Dwarf Bottlebrush @ 5.00 = \$5.00
- 6 - 5gal Variegated Mock Orange @ 15.00 = \$90.00
- 58 - 1gal Purple Trailing Lantana @ 4.50 = \$261.00
- 9 - 5gal Coast Rosemary @ 16.00 = \$144.00
- 20 - 5gal Rhipiolepus 'Ballerina' @ 15.00 = \$300.00
- 8 - flats Myoporum parvifolium @ 17.00 = \$136.00
- 13 - 1gal Baccharis 'Thompson' @ 5.00 = \$65.00
- 11 - 5gal Azalia @ 18.00 = \$198.00

Sub Total - \$1,229.00

Grand Total - \$1,963.00 Add

Please call if you have any questions.

Emerald Landscape Services, Inc.

John C. Choul



531 W. Crowther Ave., Placentia, CA 92870

(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049
Placentia • Riverside • San Diego





OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 12/12/2008
Change Order #: 7

RECEIVED

Landscape
CON-10262.00-17

To Subcontract Agreement dated: 09/25/2007

See Subcontract Sum Breakdown

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

DEC 29 2008
OPUS WEST-IRVINE
PROJECT: Horizon Tech Center
10301 Meanly Drive
San Diego, CA 92131

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide all material, labor, and equipment to furnish and install the requested additional planting of the lobby pots.	\$1,369.00
		<u>\$1,369.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.03-B40-02901.00-S	\$218,675.00	\$1,369.00	\$220,044.00
10262.03-B40-02902.00-S	\$200,902.00	\$0.00	\$200,902.00
	<u>\$419,577.00</u>	<u>\$1,369.00</u>	<u>\$420,946.00</u>

Original Contract Amount.....	\$389,128.00
Previously Approved Change Orders.....	\$30,449.00
Amount this Change Order.....	\$1,369.00
Contract Amount to Date.....	<u>\$420,946.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

John C. Crowl
Printed Name

12/22/08
Date

Andrew Ranallo
Printed Name

1/5/09
Date

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

38



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 12/12/2008

Change Order #: 7

To Subcontract Agreement dated: 09/25/2007

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

Landscape
CON-10262.00-17

See Subcontract Sum Breakdown

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide all material, labor, and equipment to furnish and install the requested additional planting of the lobby pots.	\$1,369.00
		<u>\$1,369.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.03-B40-02901.00-S	\$218,675.00	\$1,369.00	\$220,044.00
10262.03-B40-02902.00-S	\$200,902.00	\$0.00	\$200,902.00
	<u>\$419,577.00</u>	<u>\$1,369.00</u>	<u>\$420,946.00</u>

Original Contract Amount.....	\$389,128.00
Previously Approved Change Orders.....	\$30,449.00
Amount this Change Order.....	\$1,369.00
Contract Amount to Date.....	<u>\$420,946.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies.

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

Printed Name

John C. Crowl

Date

12/22/08

Andrew Ranallo

Printed Name

Date

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

38

**EMERALD
LANDSCAPE
SERVICES, INC.**

December 12, 2008

Mr. Andrew Ranallo
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Project: Horizon Tech Center
10301 Meanley Drive, San Diego, CA

Re: Change Order #9

Dear Andrew:

The following is a change order request for the planting of lobby pots, as per your request.

Material

- 21 - 5gal Sanseveria @ 32.27 = \$677.67
- 21 - Plastic saucers @ 3.19 = \$66.99
- 40 - lb Spanish moss @ 4.65 = \$186.00

Total - \$930.66

Labor

- 4 - Hours Laborer @ 20.00 = \$80.00
- 4 - Hours Foreman @ 45.00 = \$180.00

Total - \$260.00

Sub Total - \$1,190.66

15% P/O - \$178.59

Grand Total - \$1,369.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Croul



531 W. Crowther Ave., Placentia, CA 92870

(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049

Placentia • Riverside • San Diego





12/10 - Sell -100 BRCM @16.85 - 12.96

Horizon Lobby Plants

Monday, November 24, 2008 4:44 PM

From: "Ranallo, Andrew" <Andrew.Ranallo@opuswest.com>
To: elsinc@sbcglobal.net

Please provide 21 qty 15 gallon Plants per the attached photo. We need to put two plants in each four foot planter and 3 plants in each 6 foot planter inside the building lobbies (7 plants per building)

Thanks,

Andrew Ranallo, LEED AP

Project Manager

Opus West Construction Corporation

949.622.2181 (w)

949.885.6916 (c)

949.622.1148 (f)

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Spanish Moss - 169.26

Trail - 65.-

21 - Sanseveria - 32.27 = 677.67
 911.93
 -260.-
 1,171.93



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 11/25/2008

Change Order #: 6

To Subcontract Agreement dated: 09/25/2007

Landscape

CON-10262.00-17

See Subcontract Sum Breakdown

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide all material, labor, and equipment to furnish and install the requested additional plant material. Please refer to Subcontractor change order request number 8 dated November 25, 2008.	\$7,138.00
		<hr/> \$7,138.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.03-B40-02901.00-S	\$211,537.00	\$7,138.00	\$218,675.00
10262.03-B40-02902.00-S	\$200,902.00	\$0.00	\$200,902.00
	<hr/> \$412,439.00	<hr/> \$7,138.00	<hr/> \$419,577.00

Original Contract Amount.....	\$389,128.00
Previously Approved Change Orders.....	\$23,311.00
Amount this Change Order.....	\$7,138.00
Contract Amount to Date.....	\$419,577.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation


John C. Croel

12/4/08
Date


Andrew Ranallo

12/5/08
Date

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

November 25, 2008

Mr. Andrew Ranallo
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614


Project: Horizon Tech Center
10301 Meanley Drive, San Diego, CA

Re: Change Order #8

Dear Andrew:

The following is a change order request for additional plant material, as per your request.

Cost Breakdown

- 
- 32 – 5gal California Coffee Berry @ 16.00 = \$512.00
 - 45 – 1gal Dwarf Bottlebrush @ 5.00 = \$225.00
 - 12 – 5gal Dwarf Bottlebrush @ 16.00 = \$192.00
 - 4 – 5gal Bird of Paradise @ 15.00 = \$60.00
 - 3 – 15gal Bird of Paradise @ 65.00 = \$195.00
 - 22 – 1gal Purple Trailing Lantana @ 4.50 = \$99.00
 - 130 – 5gal Variegated Mock Orange @ 15.00 = \$1,950.00
 - 53 – 5gal Coast Rosemary @ 16.00 = \$848.00
 - 2 – 48" box Tipuana Tipu @ 1,380.00 = \$2,760.00
 - 1 – 24" box Brisbane Box @ 220.00 = \$220.00

Grand Total - \$7,061.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.

John C. Croul

OK
Change 130 Mock Orange to
Coast Rosemary
& Viceversa

**EMERALD
LANDSCAPE
SERVICES, INC.**

November 25, 2008

Mr. Andrew Ranallo
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Project: Horizon Tech Center
10301 Meanley Drive, San Diego, CA

Re: Change Order #8

Dear Andrew:

The following is a change order request for additional plant material, as per your request.

Cost Breakdown

- 32 – 5gal California Coffee Berry @ 16.00 = \$512.00
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- 1 – 24" box Brisbane Box @ 220.00 = \$220.00

Grand Total - \$7,061.00 Add.

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Croul



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Placentia • Riverside • San Diego





Horizon Lobby Plants

Monday, November 24, 2008 4:44 PM

From: "Ranallo, Andrew" <Andrew.Ranallo@opuswest.com>
To: elsinc@sbcglobal.net

Please provide 21 qty 15 gallon Plants per the attached photo. We need to put two plants in each four foot planter and 3 plants in each 6 foot planter inside the building lobbies (7 plants per building)

Thanks,
Andrew Ranallo, LEED AP
Project Manager
Opus West Construction Corporation
949.622.2181 (w)
949.885.6916 (c)
949.622.1148 (f)

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**Horizon Tech Landscape markups**

Monday, November 24, 2008 3:56 PM

From: "Ranallo, Andrew" <Andrew.Ranallo@opuswest.com>
To: elsinc@sbcglobal.net
Cc: "Johnson, Dora" <Dora.Johnson@opuswest.com>, "Johnson, Rick" <Rick.Johnson@opuswest.com>
Landscape details.pdf (201KB), Landscape Upgrades.pdf (2910KB)

See the attached plan for revisions. Please note the following.

1. Bottle brush. Each parking lot "finger" needs to have additional 1-gallon and/or 5 gallon plants per the attached drawings. Any dead or missing bottle brush from original install needs to be replaced by Emerald.
2. California coffee finger. Each parking lot "finger" needs to have additional 5-gallon plants per the attached drawings
3. Birds of paradise – Building B front entrance needs to be revised per the attached drawings
4. All Star Jasmine at the fronts and sides of buildings need to be replaced with 5 Gallon Coast Rosemary (buildings A&C) or 5 Gallon Variegated Mock Orange plants (building B) @ 3'-0 O.C. Stop at building corners per attached drawings. (John, update pricing to replace 60 Coast Rosemary with 60 Mock Orange)
5. Purple Lantana to be planted per site plan attached.
6. Blue oat grass needs to be replaced where dead or brown by Emerald

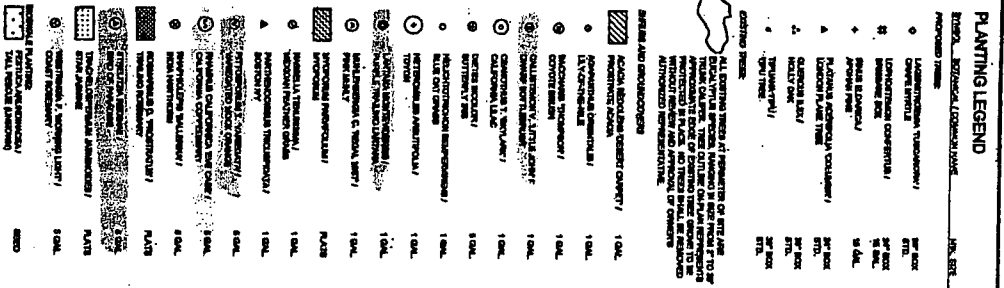
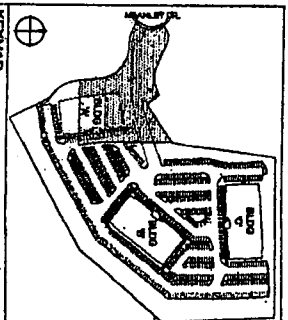
Trees to be located on site per superintendent. I don't want to hear anything about my Easter egg coloring.

Thanks,
Andrew Ranallo, LEED AP
Project Manager
Opus West Construction Corporation
949.622.2181 (w)
949.885.6916 (c)
949.622.1148 (f)

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[illegible]

FOR COMPLETE PLANTING LEGEND SEE SHEET L5.2
FOR LANDSCAPE PLANTING DETAILS AND NOTES SEE SHEET L6.1
FOR LANDSCAPE SPECIFICATIONS SEE SHEETS L7.1-L7.5

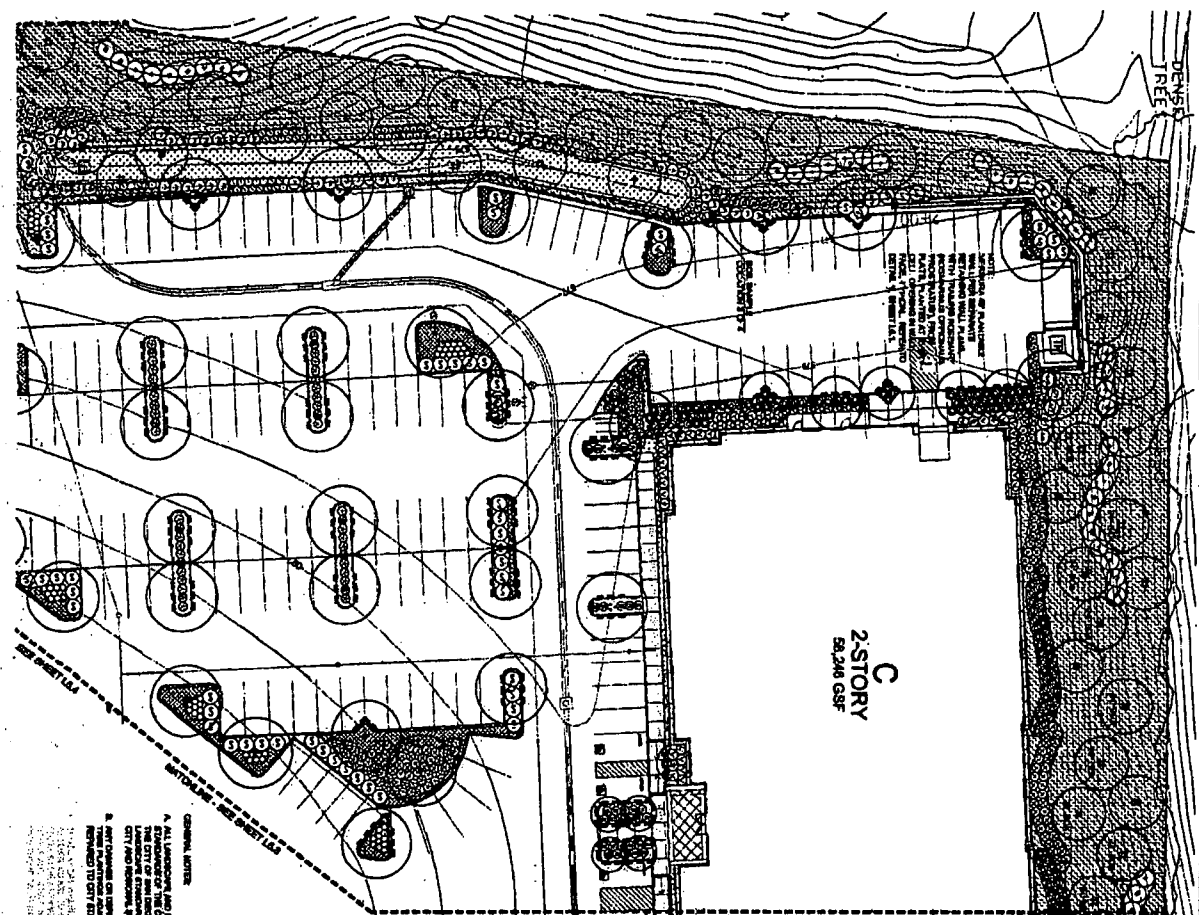
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HORIZON TECH CENTER

CITY OF SAN DIEGO, CALIFORNIA	DATE	6-20
DEPARTMENT OF PUBLIC WORKS	ALTERNATE	1074
POST BOX 12000	BY	
10/6/67	BY	

Model Orange - 30
1 gal. Bottle - 18
5 gal. Bottle - 6

Mobil Dunge - 33
 1st fl. Area - 18
 5th fl. Bottle - 9
 London - 16



NOTE:
 ALL EXISTING LANDSCAPING TO REMAIN SHALL BE PROTECTED IN PLACE. LANDSCAPING BE DAMAGED OR REMOVED DURING THE REPAIRS OF IT SHALL BE REPLACED OR REPAIRED IN LINE AND REND TO THE SATISFACTION OF THE CITY MANAGER.

GENERAL NOTES:
 A. ALL LANDSCAPING AND PLANTING SHALL CONFORM TO THE STANDARDS OF THE CITY OF LOS ANGELES, LANDSCAPE ARCHITECTURE AND PLANTING DEPARTMENT, LANDSCAPE ARCHITECTURE CITY AND REGIONAL STANDARDS.
 B. NOT DRAWING OR CONSTRUCTION TO EXISTING LAYOUT AND EXISTING PLANTING SHALL BE PROTECTED IN PLACE.

PLANTING LEGEND

SYMBOL	PLANTING SPECIFICATION	QUANTITY	REMARKS
1	LANDSCAPING (TREES/SHRUBS)	100	SEE SHEET L23
2	LANDSCAPING (TREES/SHRUBS)	100	SEE SHEET L23
3	LANDSCAPING (TREES/SHRUBS)	100	SEE SHEET L23
4	LANDSCAPING (TREES/SHRUBS)	100	SEE SHEET L23
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97	LANDSCAPING (TREES/SHRUBS)	100	SEE SHEET L23
98	LANDSCAPING (TREES/SHRUBS)	100	SEE SHEET L23
99	LANDSCAPING (TREES/SHRUBS)	100	SEE SHEET L23
100	LANDSCAPING (TREES/SHRUBS)	100	SEE SHEET L23

FOR LANDSCAPE PLANTING DETAILS AND NOTES SEE SHEET L2.1

FOR LANDSCAPE SPECIFICATIONS SEE SHEETS L7.1-L7.5

LANDSCAPE PLANTING PLAN (P)

HORIZON TECH CENTER

KEYMAP

NOT TO SCALE

DATE: 10/10/01

BY: [Signature]

FOR: [Signature]

SCALE: 1" = 10'

PROJECT: [Signature]

LOCATION: [Signature]

REVISIONS:

1. [Signature]

2. [Signature]

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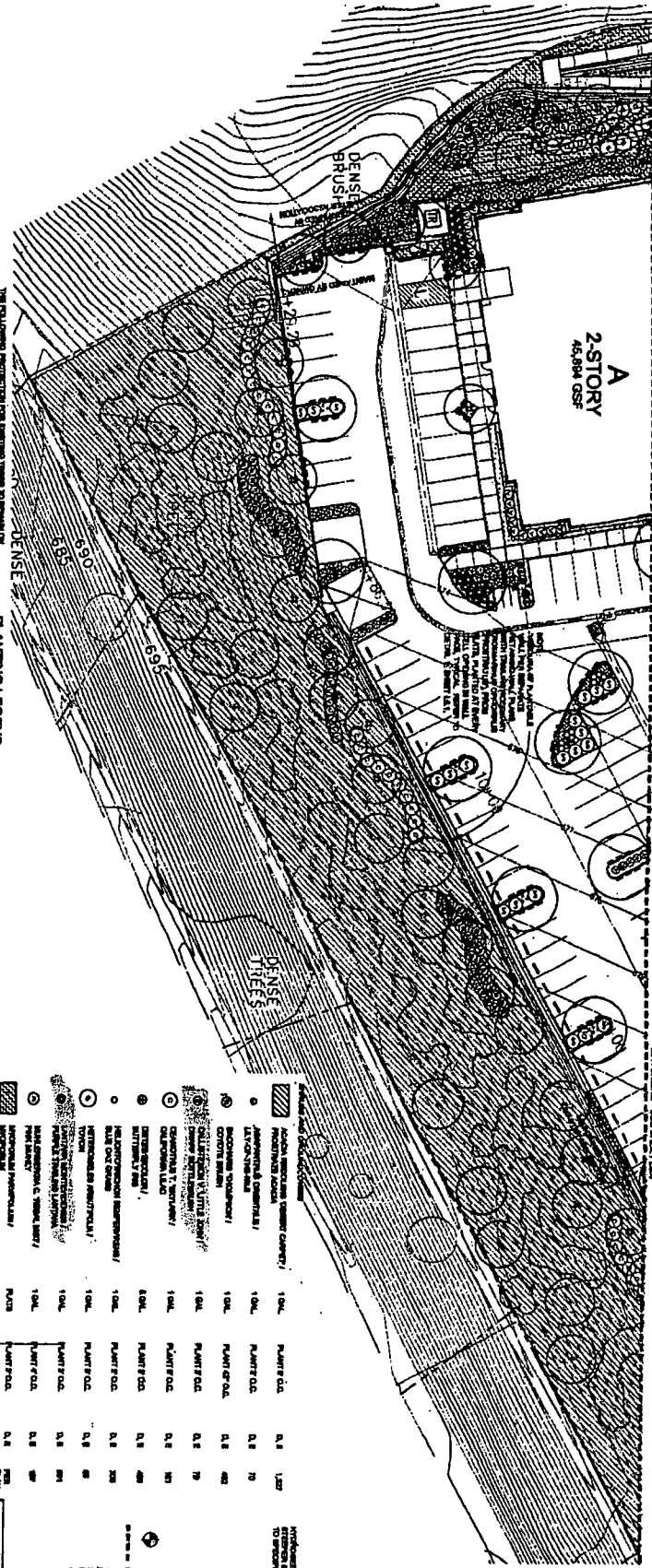
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15.2



SECTION LINE - SEE SHEET L5.1

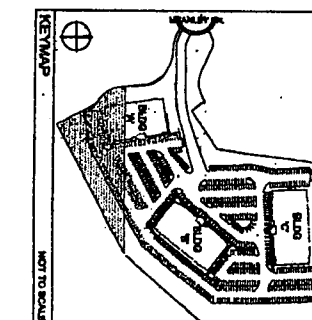
A
2-STORY
45,804 GSF



PLANTING LEGEND

SYMBOL	PLANTING SPECIFICATION	PLANTING CODE
(Symbol)	1. ALL LANDSCAPING AND PLANTING SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT.	
(Symbol)	2. PLANTING SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT.	
(Symbol)	3. PLANTING SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT.	
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(Symbol)	21. PLANTING SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT.	
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SYMBOL	PLANTING SPECIFICATION	PLANTING CODE
(Symbol)	1. ALL LANDSCAPING AND PLANTING SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT.	
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(Symbol)	22. PLANTING SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT.	



FOR LANDSCAPE PLANTING DETAILS AND NOTES SEE SHEET L5.1
FOR LANDSCAPE SPECIFICATIONS SEE SHEETS L5.1, L5.7, L5.8

1. ALL LANDSCAPING AND PLANTING SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT.

2. PLANTING SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT.

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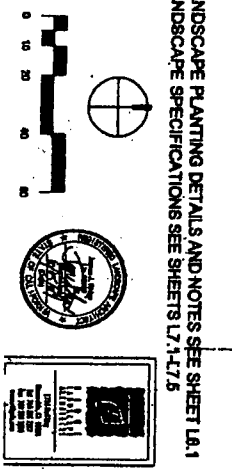
19. PLANTING SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT.

20. PLANTING SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT.

21. PLANTING SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT.

22. PLANTING SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT.

NOTE:
ALL EXISTING LANDSCAPING TO REMAIN SHALL BE PROTECTED IN PLACE. SHOULD ANY EXISTING LANDSCAPING BE DAMAGED, IT SHALL BE REPAIRED OR REPLACED IN LIKE AND KIND TO THE SATISFACTION OF THE CITY MANAGER.



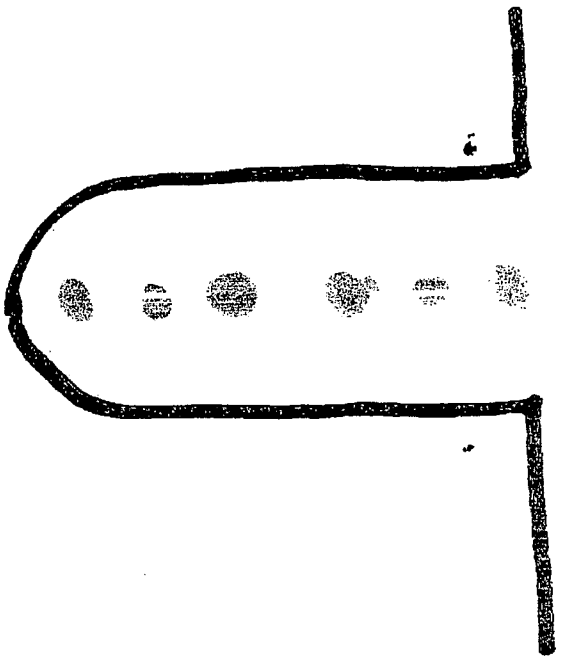
CITY OF SAN FRANCISCO
HORIZON TECH CENTER

PROJECT NO. 1000000000
SHEET NO. 1000000000

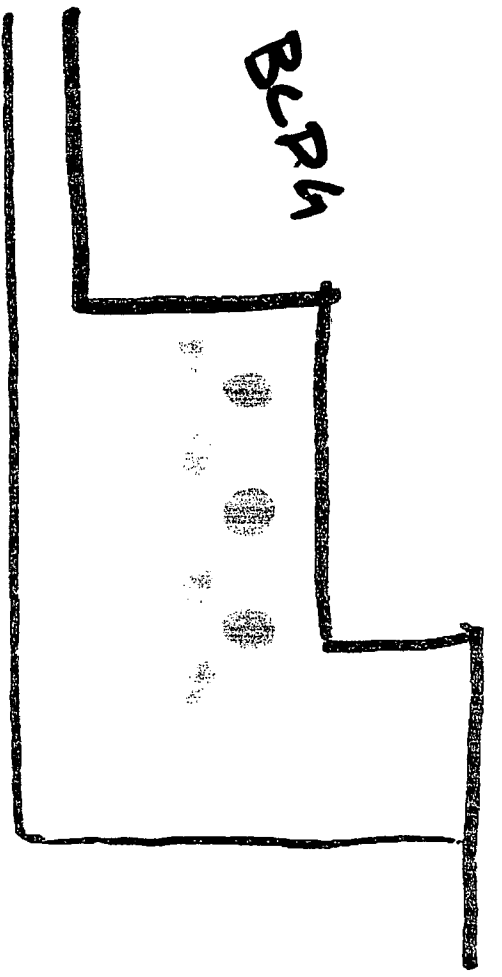
DATE: 10/10/00

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

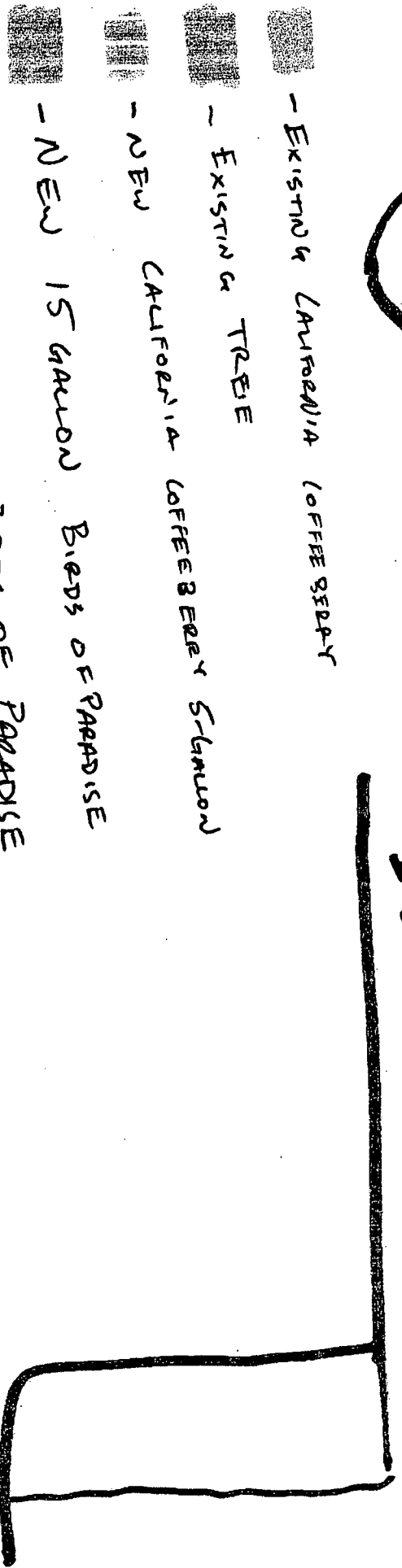
Mark Chang - 17
Cofa Henry - 8
Lester - 6



BCPh

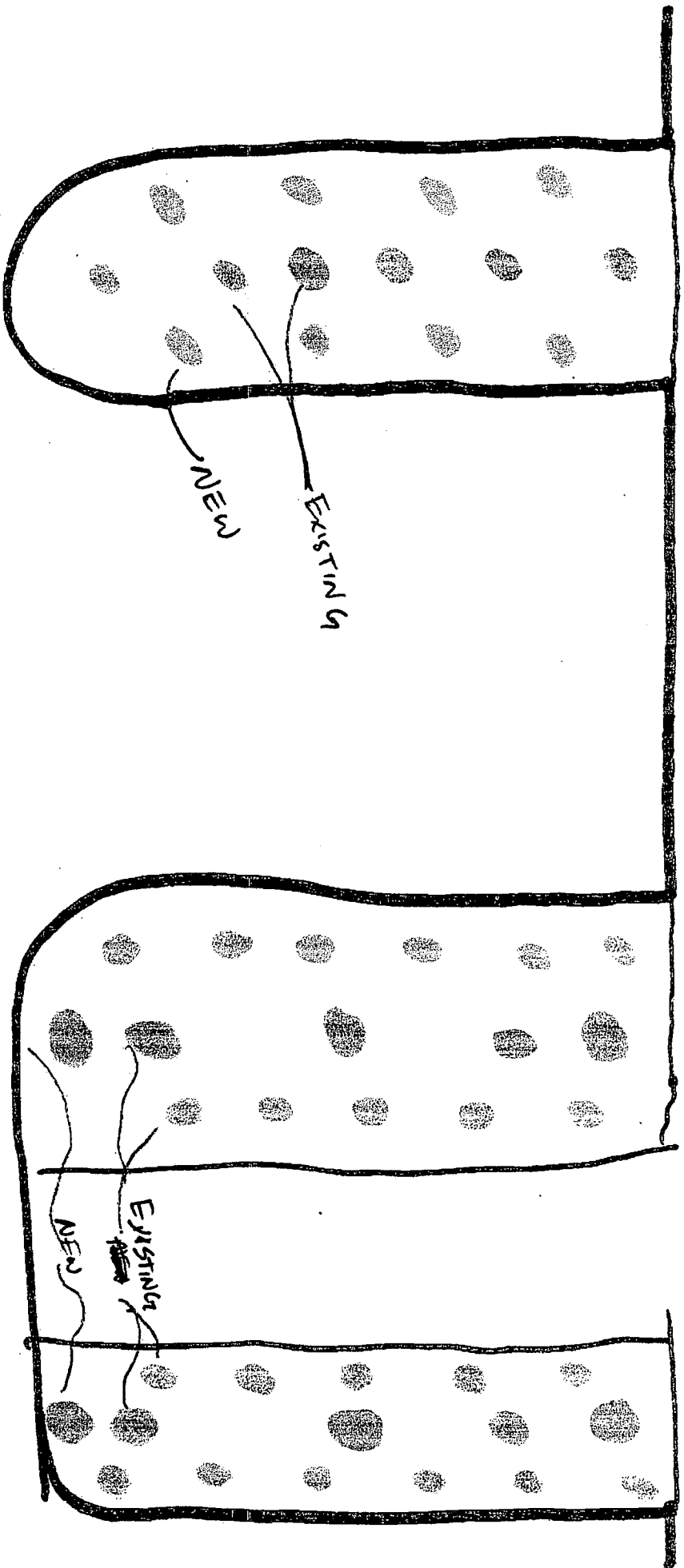


SIDEWALK



- EXISTING LANFORDIA COFFEE BEERY
- EXISTING TREE
- NEW CALIFORNIA COFFEE BEERY 5-GALLON
- NEW 15 GALLON BIRDS OF PARADISE
- NEW 5 GALLON BIRDS OF PARADISE

BOTTLE BRUSH



- EXISTING BOTTLE BRUSH, REPAIR
DEAD OR MISSING PLANTS (1 gallon) / RELOCATE IF NECESSARY

- EXISTING TREE

- NEW BOTTLE BRUSH 1-GALLON

- NEW BOTTLE BRUSH 5-GALLON

RECEIVED

NOV 10 2008



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

OPUS WEST-IRVINE

Change Order Date: 11/05/2008

Change Order #: 5

To Subcontract Agreement dated: 09/25/2007

Landscape

CON-10262.00-17

See Subcontract Sum Breakdown

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

CHANGE DETAILS

Item	Description	Amount
1	Cost of removal of tree and debris behind Building C.	\$3,071.00
		<u>\$3,071.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.03-B40-02901.00-S	\$208,466.00	\$3,071.00	\$211,537.00
10262.03-B40-02902.00-S	\$200,902.00	\$0.00	\$200,902.00
	<u>\$409,368.00</u>	<u>\$3,071.00</u>	<u>\$412,439.00</u>
Original Contract Amount.....			\$389,128.00
Previously Approved Change Orders.....			\$20,240.00
Amount this Change Order.....			\$3,071.00
Contract Amount to Date.....			<u>\$412,439.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

John C. Crowl

11/7/08

Printed Name

Date

Andrew Ranallo

11/15/08

Printed Name

Date

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

**EMERALD
LANDSCAPE
SERVICES, INC.**

November 5, 2008

Mr. Andrew Ranallo
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Project: Horizon Tech Center
10301 Meanley Drive, San Diego, CA

Re: Change Order #7

Dear Andrew:

The following is a change order request for the removal of a large Eucalyptus tree.

Cost Breakdown

- Removal of tree & debris - \$2,925.00
- 5% P/O - \$146.00

Grand Total - \$3,071.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Scoul



531 W. Crowther Ave., Placentia, CA 92870

(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049
Placentia • Riverside • San Diego





OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

RECEIVED
OCT 23 2008
OPUS WEST-IRVINE

Change Order Date: 10/17/2008

Change Order #: 4

To Subcontract Agreement dated: 09/25/2007

Landscape
CON-10262.00-17

See Subcontract Sum Breakdown

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall replace irrigation controller enclosure.	\$1,051.00
2	Subcontractor shall provide additional plant material.	\$1,240.00
		<u>\$2,291.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.03-B40-02901.00-S	\$207,415.00	\$1,051.00	\$208,466.00
10262.03-B40-02902.00-S	\$199,662.00	\$1,240.00	\$200,902.00
	<u>\$407,077.00</u>	<u>\$2,291.00</u>	<u>\$409,368.00</u>

Original Contract Amount.....	\$389,128.00
Previously Approved Change Orders.....	\$17,949.00
Amount this Change Order.....	\$2,291.00
Contract Amount to Date.....	\$409,368.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

John C. Crawl
Printed Name

10/21/08
Date

Andrew Ranallo
Printed Name

10/23/08
Date

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

**EMERALD
LANDSCAPE
SERVICES, INC.**

June 24, 2008

Mr. Andrew Ranallo
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Project: Horizon Tech Center
10301 Meanley Drive, San Diego, CA

Re: Change Order #5

Dear Andrew:

The following is a change order request for additional plant material, as per owner's request.

Cost Breakdown

- 3 – 24" box Tristania @ 220.00 = \$660.00
- 1 – 36" box Rhus Lancea @ 580.00 = \$580.00

Total Cost - \$1,240.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Groul



531 W. Crowther Ave., Placentia, CA 92870

(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049
Placentia • Riverside • San Diego



RECEIVED

APR 18 2008



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

OPUS WEST-IRVINE

Change Order Date: 04/14/2008

Change Order #: 3

To Subcontract Agreement dated: 09/25/2007

Landscape

CON-10262.00-17

See Subcontract Sum Breakdown

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall install 48 station controller in lieu of 36 station controller at association maintained irrigation system.	\$2,714.00
		<u>\$2,714.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.03-B40-02901.00-S	\$207,415.00	\$0.00	\$207,415.00
10262.03-B40-02902.00-S	\$196,948.00	\$2,714.00	\$199,662.00
	<u>\$404,363.00</u>	<u>\$2,714.00</u>	<u>\$407,077.00</u>

Original Contract Amount.....	\$389,128.00
Previously Approved Change Orders.....	\$15,235.00
Amount this Change Order.....	\$2,714.00
Contract Amount to Date.....	\$407,077.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

Printed Name

Date

Andrew Ranallo

Printed Name

Date

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

**EMERALD
LANDSCAPE
SERVICES, INC.**

April 14, 2008

Mr. Andrew Ranallo
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Project: Horizon Tech Center
10301 Meanley Drive, San Diego, CA

Re: Change Order #3

Dear Andrew:

The following is a change order request to install a Rain Master DX48-PWM 48 station controller in lieu of a Rain Master RME36EG 36 station controller. Total Cost - \$2,714.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Groul



531 W. Crowther Ave., Placentia, CA 92870

(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049
Placentia • Riverside • San Diego



PROJECT: Horizon Tech Center
 LOCATION: San Diego, CA
 SUPER.: —
 P.M./A.P.M. Andrew Ranallo

BULLETIN NO: FB-02
 SHEET(S): 29 OF 42
 REFERENCE: L4.1
 ISSUE DATE: 04/01/08



JOHN DEERE
 LANDSCAPES
 GREEN TECH
 DIVISION

CA6-RM2-48-FSA-150P/RSE, 48 STATION RAINMASTER EVOLUTION
 DX2 CONTROLLER ASSEMBLY INSTALLED WITHIN TOP ENTRY
 STAINLESS STEEL PEDESTAL ENCLOSURE AS PART OF ASSEMBLY,
 FOR FURTHER INFORMATION CONTACT MICHAEL FACON WITH
 JOHN DEERE LANDSCAPES @ 1-800-427-0779, CELL # (760) 455-7492

FAX - 949-455-7492 - Brian



RAINMASTER

DX48-PWM, 48 STATION RAINMASTER EVOLUTION DX2
 CONTROLLER ASSEMBLY INSTALLED WITHIN A WALL MOUNTED
 ENCLOSURE MOUNTED INSIDE EXISTING "WINTERBOX"
 FRONT-ENTRY ENCLOSURE



"EXISTING"

RAIN MASTER 12-STATION CONTROLLER - DEMOLISH AND
 REMOVE FROM SITE. NOTE: PROTECT IN PLACE EXISTING
 "WINTERBOX" FRONT-ENTRY ENCLOSURE FOR RE-USE (SEE
 CONTROLLER 'B' ABOVE).

DX 48 PWM - 3,061.10
 237.23 - 7.75%
 3,298.33
 494.75 - 15%
 3,793.-
 2,000.- labor
 5,793.-
 3,079.-
 2,714.-

IRRIGATION CONTROLLER REVISIONS

NOT TO SCALE



JOHN DEERE LANDSCAPES

PRICE QUOTATION

DATE: 08 APR 2008

BID #: 65312 JOB #: HORIZON TECH

CUST #: 207529

NAME: EMERALD LANDSCAPE SERVICES

ADDR: 531 W CROWTHER AVE
PLACENTIA CA 92870

PHONE: 714-993-9006

FAX: 714-993-9017

WRITER: KRTEK, ROXANNA

NOTE: SAN DIEGO

EXP. DATE: 05/08/08

PAGE: 1

SHIP
TO:

SALESMAN:

PRODUCT NUMBER	PRODUCT DESCRIPTION	QUANTITY	NET PRICE	PER	AMOUNT
1.DX48-PWM	DX 48ST CTLR/WALL	1	3061.100		3061.10
	TOTAL				----- 3,061.10
JOHN DEERE LANDSCAPES IS NOT RESPONSIBLE FOR THE ACCURACY OF THE ITEMS CONTAINED IN THIS QUOTATION. PLEASE REVIEW CAREFULLY. PLEASE ADD APPROPRIATE SALES TAX. PRICES ON THIS QUOTE ARE GOOD FOR 30 DAYS AFTER THE ENTERED QUOTE DATE.					

EMERALD LANDSCAPE SERVICES, INC.
531 WEST CROWTHER AVE.
PLACENTIA, CA 92870

714.993.9006 - FAX 714.993.9017

FACSIMILE TRANSMITTAL SHEET

TO:	Brian	FROM:	John Croul
COMPANY:	John Deere / Green Tech	DATE:	5/2/2008
FAX NUMBER:	949-455-7492	TOTAL NO. OF PAGES INCLUDING COVER:	1
PHONE NUMBER:	800-427-0779	SENDER'S REFERENCE NUMBER:	
RE:	Horizon Tech Center 10301 Meanly Drive San Diego, CA 92131	YOUR REFERENCE NUMBER:	P.O. # 31116

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Will need the B controller ASAP and the A controller as soon as it is completed.



JOHN DEERE
LANDSCAPES
GREEN TECH
DIVISION

CA6-RM2-48-FSA-150P/RSE, 48 STATION RAINMASTER EVOLUTION
DX2 CONTROLLER ASSEMBLY INSTALLED WITHIN TOP ENTRY
STAINLESS STEEL PEDESTAL ENCLOSURE AS PART OF ASSEMBLY,
FOR FURTHER INFORMATION CONTACT MICHAEL FACON WITH
JOHN DEERE LANDSCAPES @ 1-800-427-0779, CELL # (760) 455-7492

FAX - 949-455-7492 - Brian



RAINMASTER

DX48-PWM, 48 STATION RAINMASTER EVOLUTION DX2
CONTROLLER ASSEMBLY INSTALLED WITHIN A WALL MOUNTED
ENCLOSURE MOUNTED INSIDE EXISTING "WINTERBOX"
FRONT-ENTRY ENCLOSURE

Please call for any questions.

Thank you,
John C. Croul
President

RECEIVED

APR 16 2008

OPUS WEST-IRVINE



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 04/03/2008
Change Order #: 2
To Subcontract Agreement dated: 09/25/2007
TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

Landscape
CON-10262.00-17
See Subcontract Sum Breakdown

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide 6 quickrete pots with water system and plant material.	\$6,600.00
		<u>\$6,600.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.03-B40-02901.00-S	\$200,815.00	\$6,600.00	\$207,415.00
10262.03-B40-02902.00-S	\$196,948.00	\$0.00	\$196,948.00
	<u>\$397,763.00</u>	<u>\$6,600.00</u>	<u>\$404,363.00</u>
Original Contract Amount.....			\$389,128.00
Previously Approved Change Orders.....			\$8,635.00
Amount this Change Order.....			\$6,600.00
Contract Amount to Date.....			<u>\$404,363.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

John C. Crowl
Printed Name
4/14/08
Date

Andrew Ranallo
Printed Name
4/17/08
Date

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

**EMERALD
LANDSCAPE
SERVICES, INC.**

April 3, 2008

Mr. Andrew Ranallo
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Project: Horizon Tech Center
10301 Meanley Drive, San Diego, CA

Re: Change Order #2

Dear Andrew:

The following is a change order request to add pots with Jardinier water system and plants at building entries, as per building entry re-design sheet dated March 14, 2008.

- 6 – Quick Crete pots (QRCE3624P) with water system and plant material - \$6,600.00

Grand Total - \$6,600.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Orbul



531 W. Crowther Ave., Placentia, CA 92870

(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049

Placentia • Riverside • San Diego



EMERALD LANDSCAPE SERVICES, INC.
531 WEST CROWTHER AVE.
PLACENTIA, CA 92870

714.993.9006 - FAX 714.993.9017

FACSIMILE TRANSMITTAL SHEET

TO:	Cynthia Chavez	FROM:	John Croul
COMPANY:	Quick Crete Prod. Corp.	DATE:	3/28/2008
FAX NUMBER:	951-549-1143	TOTAL NO. OF PAGES INCLUDING COVER:	1
PHONE NUMBER:	951-737-6240	SENDER'S REFERENCE NUMBER:	
RE:	Horizon Tech Center 10301 Meanly Drive San Diego, CA	YOUR REFERENCE NUMBER:	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Please Quote the Following

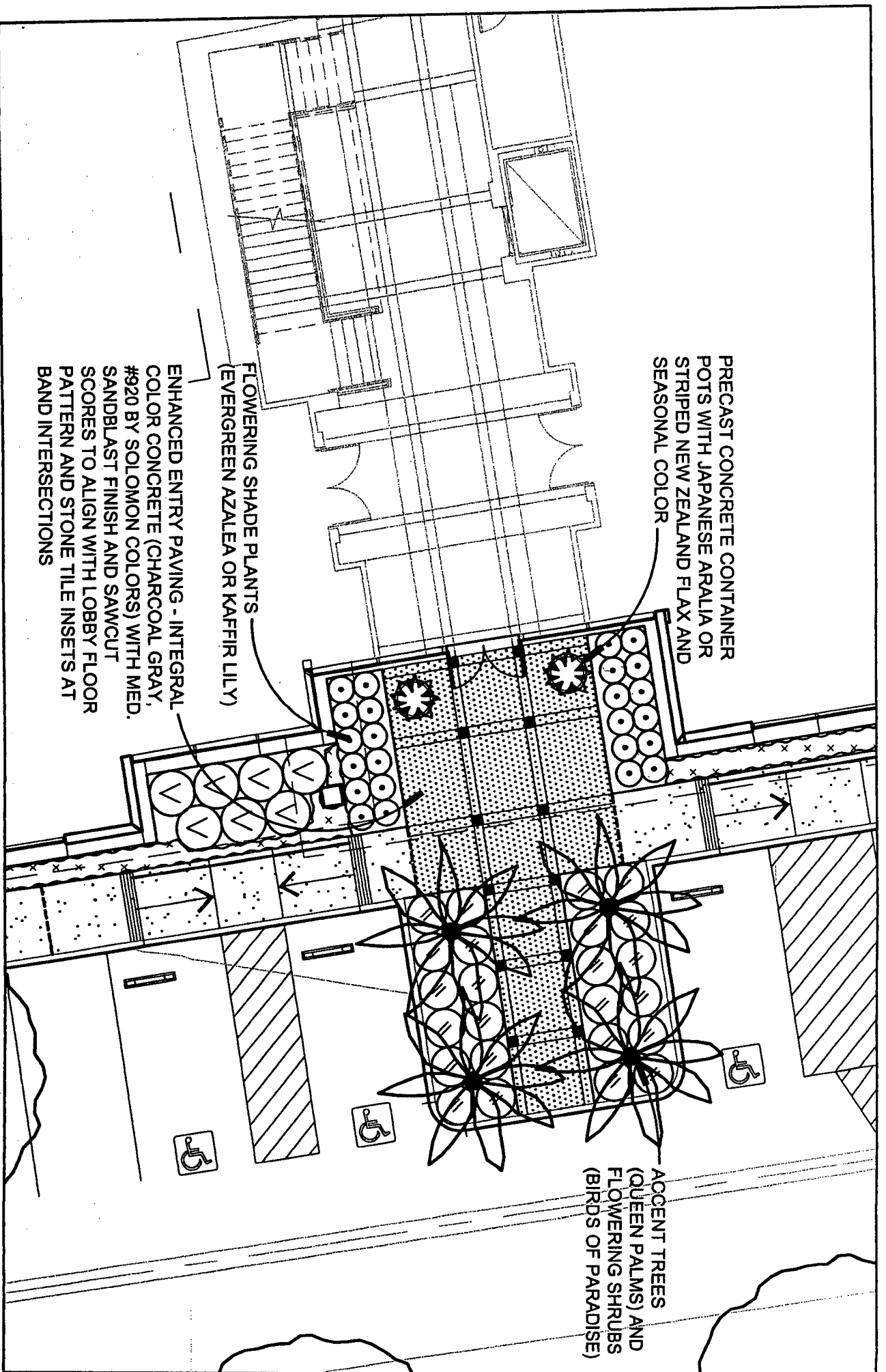
- 6 - QR-CE-36224-P - color (Rock Port Granite) - No Holes

Please call if you have any questions.

Thank you,

John C. Croul

Potr	4,021.23	
	603.18	-15%
	<u>4,624.-</u>	
Labor	510.-	(85. x 6)
Soil	600.-	
Targinier	514.-	(85.66 each)
Phonmian	228.-	38 x 6 = 228.-
Color	<u>120.-</u>	20 x 6 = 120.-
	6,596.-	÷ 6 = 1,099.-



HORIZON TECH CENTER

10301 MEANLEY DRIVE
SAN DIEGO, CALIFORNIA 92131

BUILDING ENTRY RE-DESIGN

PREPARED BY RIDGE LANDSCAPE ARCHITECTS
MARCH 14, 2008
SCALE: 1" = 10'



QUICK CRETE PRODUCTS CORP.
P.O. BOX 839
731 PARKRIDGE AVE.
NORCO, CA 92860-0639
(951) 737-6240
Fax (951) 737-7032
www.quickcrete.com

Price Quotation

Quote No. 0085186
Quote Date 3/28/2008

SOLD TO: 01-EMLAND
EMERALD LANDSCAPE-PLACENTIA
531 W. CROWTHER AVE.
PLACENTIA, CA 92870

SHIP TO: 0030

HORIZON TECH CENTER
10301 MEANLY DRIVE
X-ST: Scraper Ranch Blvd.
SAN DIEGO, CA 92131

Confirm To: JOHN CROUL
Phone: (714) 993-9006 Ext: Fax: (714) 993-9017
Email Address: ELSINC@SBCGLOBAL.NET

Ship To Contact: JOHN CROUL
Phone: (714) 993-9006 Ext: Fax: (714) 993-9017
Email Address:

50% DEPOSIT / 50% COD SOUTH WEST GOTZ ULRICH

Item	Item Description	Qty	Unit	Unit Price	Amount
QRCE3624P	36" DIA. X 24" HT. PRECAST CONCRETE CASCADE SERIES PLANTER. SP1-ROCKPORT GRANITE NO DRAIN HOLE.	6.00	EACH	584.00	3,504.00

SEALANT B	CHARGE FOR INTERIOR WATER SEALANT IN A 31"-60" ROUND OR SQUARE PLANTER. ** QUICK CRETE RECOMMENDS INTERIOR WATERSEALING ON ALL PLANTERS ***	6.00	EACH	38.00	228.00
-----------	--	------	------	-------	--------

PLEASE NOTE:

A 50% DEPOSIT OF \$2,010.62 IS REQUIRED BEFORE PRODUCTION.

DELIVERY REQUESTED ON: 6/26/08
(PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)

When applicable, price includes delivery and offloading with Quick Crete's crane equipped truck. Placement, if not accessible with Quick Crete's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by Quick Crete Products Corp. Quick Crete Products Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others.

Quick Crete Products Corp. is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify Quick Crete Products Corp. at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order.

This price quote expires on April 28, 2008

Plus Any Other Applicable Taxes. For Accounting Inquiries or lien releases, please send your fax to (951) 734-8154. Please issue all purchase orders to Quick Crete Products Corp.

The above Price Quotation is subject to the Terms and Conditions contained on the following page, and are part of this Agreement. Customer acknowledges that the Terms and Conditions have been read and approved. Credit terms subject to change pending account verification.

Net Amount:	3,732.00
Sales Tax:	289.23
Total Amount (USD):	4,021.23



QUICK CRETE PRODUCTS CORP.
P.O. BOX 839
731 PARKRIDGE AVE.
NORCO, CA 92860-0639
(951) 737-6240
Fax (951) 737-7032
www.quickcrete.com

Price Quotation

Quote No. 0085186
Quote Date 3/28/2008

SOLD TO: 01-EMLAND
EMERALD LANDSCAPE-PLACENTIA
531 W. CROWTHER AVE.
PLACENTIA, CA 92870

SHIP TO: 0030

HORIZON TECH CENTER
10301 MEANLY DRIVE
X-ST: Springer Ranch Blvd.
SAN DIEGO, CA 92131

Confirm To: JOHN CROUL
Phone: (714) 993-9006 Ext: Fax: (714) 993-9017
Email Address: ELSINC@SBCGLOBAL.NET

Ship To Contact: JOHN CROUL
Phone: (714) 993-9006 Ext: Fax: (714) 993-9017
Email Address:

50% DEPOSIT / 50% COD

SOUTH WEST GOTZ ULRICH

TERMS & CONDITIONS

QUICK CRETE PRODUCTS PURCHASED NEW ARE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE, FOR A PERIOD OF ONE YEAR FROM THE ORIGINAL DATE OF DELIVERY. DAMAGE INCURRED FROM VANDALISM AND ACTS OF GOD ARE NOT COVERED. REPLACEMENT AND REPAIR SHALL BE AT THE DISCRETION OF QUICK CRETE PRODUCTS CORP. QUICK CRETE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF USE, LOSS OF SAVINGS, LOSS OF PROFITS, INSTALLATION CHARGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY; EVEN IF QUICK CRETE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

In the event of a claim for defective goods, Quick Crete shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. Goods claimed to be defective shall not be returned without Quick Crete's written prior-authorization. Quick Crete is only liable to replace, or credit you, at Quick Crete's option, for defective materials. Where you are to inspect as a condition of purchase, you shall be responsible for any charges for inspection, analysis or tests.

Quick Crete shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breakdowns or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond Quick Crete's control. If Quick Crete, in its discretion, determines that its performance would result in Quick Crete's incurring a loss because of causes beyond Quick Crete's control, Quick Crete may terminate this agreement, without penalty or obligation to you.

Shipments and deliveries shall be subject to approval of Quick Crete's credit department. Quick Crete reserves the right to demand you give a security interest in your inventory to Quick Crete before making any shipment to you that is not COD. If you fail to fulfill the terms of payment, Quick Crete may defer further shipments or may at its option cancel any unshipped balance. No failure of Quick Crete to exercise any right accruing from any default by you shall impair Quick Crete's rights in the event you subsequently default. In the event Quick Crete has a security interest in your inventory, this invoice shall become a demand notice.

Quick Crete shall retain title of the goods sold until the goods are paid for in full. If payment is not made when due, Quick Crete may, at its option and without notice, enter the premises where the goods may be located and repossess the goods. This reservation of title in Quick Crete and the right to repossess shall be in addition to any and all other remedies Quick Crete may have under law or equity. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any other available remedies.

This transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that receipt of an order in Riverside County constitutes performance, and that Riverside County, Corona Court is the proper venue.

You agree your acknowledgement on the bottom of this page shall constitute your acceptance of the terms and conditions contained herein and/or referred to in Quick Crete's Price Quotation. You agree to pay within the terms specified on the invoice/price quotation. Any delinquent account will bear interest at 2% per month, or 24% per year. You agree to pay all reasonable collection costs and attorney's fees incurred in collection of this account.

Any excises, levies or taxes which Quick Crete may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to Quick Crete.

The above Terms and Conditions represent the entire agreement between Quick Crete and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both Quick Crete and the customer. By signing below, customer agrees to be contractually bound for the above mentioned products and / or services.

Cynthia Chavez 03/28/2008
Quick Crete Products Corp. Date

Customer Authorization

Date

Customer Initial





P.O. Box 639
731 Parkridge Ave.
Norco, CA 92860-0639
(951) 737-6240
Fax (951) 737-7032
www.quickcrete.com

From:

TO: JOHN CROUL
COMPANY: EMERALD LANDSCAPE
E-MAIL ADDRESS:
FAX: 714-993-9017

Paigel (SU)
4/16/08

To:

FROM: CYNTHIA CHAVEZ-SALES ASSOCIATE
E-MAIL ADDRESS: cchavez@quickcrete.com

OF: QUICK CRETE PRODUCTS CORP.

PHONE: (951) 737-6240 Ext.: 221 FAX: (951) 549-1143

MEMO:

IF THIS MEETS YOUR APPROVAL. PLEASE SIGN, DATE, FILL IN THE BLANKS & FAX OR MAIL BACK. YOUR ORDER WILL BE PROCESSED AND SCHEDULED FOR DELIVERY ONCE ALL THE REQUIRED INFORMATION AND DEPOSIT (IF REQUIRED) ARE RECEIVED.

PLEASE CALL IF YOU HAVE ANY QUESTIONS.

--

NUMBER OF PAGES: 3

DATE: 3/28/08 TIME: 2:45 PM

JARDINIER CORPORATION
16520 Harbor Blvd. Suite F.
Fountain Valley, CA 92708
Phone: 714.241.4200
Fax: 714.241.4203
Cell: 949.413.7127
E-mail: jeanne@jardiniercorp.com



Fax Transmittal

To: John Croul	From: Jeanne Nalbandian
Co: Emerald Landscape	Pages: 1
Fax: 714-993-9017	Date: March 31, 2008
Re: Horizon Tech Center	

☐ **Urgent** ☒ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

John,

This is per pot pricing:

6-Quick Crete (pots) QRCE3624P

6-DCL-18 @ \$60.00 - \$360.00

48 2 cubic ft. bags of Jardinier Eco Soil @ \$7.50 a bag - \$360.00

Total \$ 720.00

Please let me know if you have questions.

Best Regards,

Jeanne



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

RECEIVED

APR 01 2008

OPUS WEST-IRVINE

Landscape

CON-10262.00-17

Change Order Date: 03/27/2008

Change Order #: 1

To Subcontract Agreement dated: 09/25/2007

See Subcontract Sum Breakdown

TO: Emerald Landscape Svcs Inc
531 W. Crowther Ave.
Placentia, CA 92870

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall replace eighty(80) Holly oak 36" box trees with eighty(80) African Sumac 36" box trees. Subcontractor shall upsize thirty(30), fifteen (15) gallon Brisbane Box trees to 24" box trees.	\$3,240.00
2	Subcontractor shall upgrade all lateral lines from class 200 to SCH 40 pipe.	\$5,395.00
		<u>\$8,635.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.03-B40-02901.00-S	\$197,575.00	\$3,240.00	\$200,815.00
10262.03-B40-02902.00-S	\$191,553.00	\$5,395.00	\$196,948.00
	<u>\$389,128.00</u>	<u>\$8,635.00</u>	<u>\$397,763.00</u>

Original Contract Amount.....	\$389,128.00
Previously Approved Change Orders.....	\$0.00
Amount this Change Order.....	\$8,635.00
Contract Amount to Date.....	\$397,763.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Emerald Landscape Svcs Inc

OPUS West Construction Corporation

John C. Crowl
Printed Name

3/28/08
Date

Andrew Ranallo
Printed Name

4/1/08
Date

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

**EMERALD
LANDSCAPE
SERVICES, INC.**

March 27, 2008

Mr. Andrew Ranallo
Opus West Construction Corp.
2050 Main Street, Suite 800
Irvine, CA 92614

Project: Horizon Tech Center
10301 Meanley Drive, San Diego, CA

Re: Change Order

Dear Andrew:

The following is a change order request to increase tree size, change tree types, and increase the wall size of irrigation lateral lines.

- Change 30 - 15 gallon Brisbane Box to 24" box - \$3,240.00 Add
- Change 80 - 36" box Holly Oak to African Sumac - No Cost Impact
- Change 17,404' of irrigation lateral line from Class 200 to SCH 40 - \$5,395.00 Add

Grand Total - \$8,635.00 Add

Please call if you have any questions.

Respectfully submitted,

Emerald Landscape Services, Inc.


John C. Croul



531 W. Crowther Ave., Placentia, CA 92870

(800) 601-4777 • (714) 993-9006 • FAX (714) 993-9017 • LIC. C27-754049
Placentia • Riverside • San Diego



Opus West Construction Corp	Contract # 24028	Job: 1026200	Do Not Use - See 01-30 Subjobs		
Latest Invoice No. 1026200 0208	Latest Invoice Date 2/25/2008	Total Gross Amount 36,060.00	Total Retainage 3,606.00	Total Discount .00	Total Payment Amount 32,454.00

4-28-08

Check No. 102138 3/28/2008 1007073 Emerald Landscape Svcs Inc \$****32,454.00

Opus West Construction Corp	Contract # 24028	Job: 1026200	Do Not Use - See 01-30 Subjobs		
Latest Invoice No. 0308 1026200 APP2	Latest Invoice Date 3/25/2008	Total Gross Amount 23,800.00	Total Retainage 2,380.00	Total Discount .00	Total Payment Amount 21,420.00

Horizon Tech Ctr

HTC

5-12-08

Check No. 103280 4/25/2008 1007073 Emerald Landscape Svcs Inc \$****21,420.00

Opus West Construction Corp	Contract # 24028	Job: 1026200	Do Not Use - See 01-30 Subjobs		
Latest Invoice No. 0408 1026203 APP3	Latest Invoice Date 04 25 2008	Total Gross Amount 60,100.00	Total Retainage 6,010.00	Total Discount .00	Total Payment Amount 54,090.00

Horizon Tech Ctr
6-17-08

Check No. 104790 5/27/2008 1007073 Emerald Landscape Svcs Inc \$****54,090.00

Opus West Construction Corp	Contract # 24028	Job: 1026200	Do Not Use - See 01-30 Subjobs		
Latest Invoice No. 0408 1026203 APP3	Latest Invoice Date 04 25 2008	Total Gross Amount 60,100.00	Total Retainage 6,010.00	Total Discount .00	Total Payment Amount 54,090.00

Horizon Tech Ctr
6-17-08



Horizon Tech Center / 10262.00
See Subcontract Sum Breakdown /Landscape
Emerald Landscape Svcs Inc / John Croul
Contact Phone # 714-993-9006
Contact Fax # 714-993-9017
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 25th day of September, 2007, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2020 Main Street - Suite 800, Irvine, CA 92614, and Emerald Landscape Svcs Inc ("Subcontractor") with its office located at 531 W. Crowther Ave., Placentia, CA 92870.

Contractor and Subcontractor agree as follows:

1. Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
2. Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Horizon Tech Center ("Project"), located at 10301 Meanly Drive, San Diego, CA 92131 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. Owner. The Owner of the Project is Opus West Corporation ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:
Architect of Record: Opus Architects & Engineers
Civil Engineer: PBS&J
Structural Engineer of Record: Opus Architects & Engineers, Inc.
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 07/09/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 389,128.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A".
8. Riders. The following Riders are attached to and made a part of this Subcontract:
 - 8.1 Rider A (Scope of Work)
 - 8.2 Rider B (Indemnification)
 - 8.3 Rider C (Insurance)

Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager

Andrew Ranallo

CONTRACTOR
OPUS West Construction Corporation

By:

Jeffery J. Dickson

(Print Name)

Vice President of Construction

(Title)

(Date)

11/14/07

SUBCONTRACTOR
Emerald Landscape Svcs Inc

By:

John C. Croul

(Print Name)

Pres.

(Title)

(Date)

10/29/07

ORIGINAL

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Emerald Landscape Svcs Inc dated 09/25/2007. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

1. Work/Subcontract Documents.

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all Section Landscape work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

Drawings and Specifications

Description	Number	Last Revision
Demolition Specification	02050	07/05/2007
Earthwork Specification	02200	07/05/2007
Asphaltic Paving Specification	02510	07/05/2007
Site Concrete Specification	02520	07/05/2007
Site Utilities Specification	02600	07/05/2007
Landscape and Irrigation Specification	02900	08/16/2007
Cast In Place Concrete Specification	03002	08/16/2007
Reinforcing Steel	03202	08/16/2007
Structural Metal Framing, Joists, and Deck Specification	05100	07/27/2007
Metal Fabrications Specification	05500	07/27/2007
Caulking and Sealants Specification	07900	08/16/2007
Hydraulic Elevator Specification	14200	05/07/2007
General Mechanical Requirements Specification	15010	05/09/2007
Fire Protection Specification	15300	05/09/2007
Plumbing Specification	15400	05/09/2007
Heating, Ventilating, and Air Conditioning Specification	15500	05/09/2007
Energy Management System Specification	15800	05/09/2007
Electrical Specification	16000	05/09/2007
Title Sheet	A_T1.1	08/21/2007
Title 24 Energy Compliance	A_T1.2	07/17/2007
Fire Tested Assemblies and Penetrations	A_AC.1	07/17/2007
Architectural Site Plan	A_A1.1	08/21/2007
Site plan Details	A_A1.2	07/17/2007
First Level Floor Plan	A_A2.1	08/21/2007
Second Level Floor Plan	A_A2.2	07/17/2007
Roof Plan	A_A2.3	07/17/2007
Enlarged Floor Plans	A_A2.4	08/24/2007
Exterior Elevations	A_A3.1	08/24/2007
Wall Sections	A_A4.1	08/24/2007
Stair and Elevator Sections	A_A4.2	07/17/2007

Details	A_A5.1	07/17/2007
Partition Schedule and Details	A_A6.1	07/17/2007
Door Schedule and Hardware Groups	A_A6.2	07/17/2007
Interior Elevations	A_A7.1	07/17/2007
Interior Details	A_A8.1	07/17/2007
Reflected Ceiling plans	A_A9.1	08/21/2007
Title Sheet	A_S1	07/17/2007
Foudation Plan	A_S2	07/17/2007
Framing Plan level 02	A_S3	07/17/2007
Framing Plan, Roof	A_S4	07/17/2007
Tilt-Up Panel Wall Elevations	A_S5.1	07/17/2007
Tilt-Up Panel Wall Elevations	A_S5.2	07/17/2007
Tilt-Up Panel Wall Sections and Details	A_S5.3	07/17/2007
Sections and Details	A_S6	07/17/2007
Sections and Details	A_S7	07/17/2007
Sections and Details	A_S8	07/17/2007
Sections and Details	A_S9	07/17/2007
Sections and Details	A_S10	07/17/2007
Schedule, Notes, Legend, Details and T-24	A_M1.0a	08/20/2007
Site Plan and Equipment Pad Layout	A_M1.1a	08/20/2007
Mechanical HVAC 1st Floor Plan	A_M2.1a	08/20/2007
Mechanical HVAC 2nd Floor Plan	A_M2.2a	08/20/2007
Mechanical HVAC Roof Plan	A_M2.3a	08/20/2007
Specifications and Calculations	A_P-1	08/17/2007
Site Plan	A_P-2	08/17/2007
First Floor Plan	A_P-3	08/17/2007
Second Floor Plan	A_P-4	08/17/2007
Roof Plan	A_P-5	08/17/2007
Restroom Details	A_P-6	08/17/2007
Restroom Details	A_P-7	08/17/2007
Note Sheet	A_E1.1	08/17/2007
Title 24	A_E1.2	08/17/2007
Lighting Detail Sheet	A_E1.3	08/17/2007
Site Plan Utility	A_E2.1	08/17/2007
Site Plan Lighting	A_E2.2	08/17/2007
First Floor Lighting Plan	A_E3.1	08/17/2007
First Floor Power Plan	A_E3.2	08/17/2007
Second Floor Lighting Plan	A_E4.1	08/17/2007
Second Floor Power Plan	A_E4.2	08/17/2007
Roof Plan	A_E5.1	08/17/2007
Single Line Diagram and Panel Schedules	A_E6.1	08/17/2007

Detail Sheet	A_E7.1	08/17/2007
Detail Sheet #2	A_E7.2	08/17/2007
Detail Sheet #3	A_E7.3	08/17/2007
Title Sheet	B_T1.1	08/21/2007
Title 24 Energy Compliance	B_T1.2	07/17/2007
Fire Tested Assemblies and Penetrations	B_AC.1	07/17/2007
Architectural Site Plan	B_A1.1	08/21/2007
Site Plan Details	B_A1.2	07/17/2007
First Level Floor Plan	B_A2.1	08/21/2007
Second Level Floor Plan	B_A2.2	07/17/2007
Roof Plan	B_A2.3	07/17/2007
Enlarged Floor Plans	B_A2.4	08/24/2007
Exterior Elevations	B_A3.1	08/24/2007
Wall Sections	B_A4.1	08/24/2007
Stair and Elevator Sections	B_A4.2	07/17/2007
Details	B_A5.1	07/17/2007
Partition Schedule and Details	B_A6.1	07/17/2007
Door Schedule and Hardware Group	B_A6.2	07/17/2007
Interior Elevations	B_A7.1	07/17/2007
Interior Details	B_A8.1	07/17/2007
Reflected Ceiling Plan	B_A9.1	08/21/2007
Title Sheet	B_S1	07/17/2007
Foundation Plan	B_S2	07/17/2007
Framing Plan Level 02	B_S3	07/17/2007
Framing Plan Roof	B_S4	07/17/2007
Tilt-Up Panel Wall Elevations	B_S5.1	07/17/2007
Tilt-Up Panel Wall Elevations	B_S5.2	07/17/2007
Tilt-Up Panel Wall Sections and Details	B_S5.3	07/17/2007
Sections and Details	B_S6	07/17/2007
Sections and Details	B_S7	07/17/2007
Sections and Details	B_S8	07/17/2007
Sections and Details	B_S9	07/17/2007
Sections and Details	B_S10	07/17/2007
Schedule, Notes, Legend, Details, and T-24	B_M1.0b	08/20/2007
Site Plan and Equipment Pad Layout	B_M1.1b	08/20/2007
Mechanical HVAC 1st Floor Plan	B_M2.1b	08/20/2007
Mechanical HVAC 2nd Floor Plan	B_M2.2b	08/20/2007
Mechanical HVAC Roof Plan	B_M2.3b	08/20/2007
Specifications and Calculations	B_P1	08/17/2007
Site Plan	B_P2	08/17/2007
First Floor Plan	B_P3	08/17/2007

Second Floor Plan	B_P4	08/17/2007
Roof Plan	B_P5	08/17/2007
Restroom Details	B_P6	08/17/2007
Restroom Details	B_P7	08/17/2007
Note Sheet	B_E1.1	08/17/2007
Title 24	B_E1.2	08/17/2007
Lighting Detail Sheet	B_E1.3	08/17/2007
Site Plan Utility	B_E2.1	08/17/2007
Site Plan Lighting	B_E2.2	08/17/2007
First Floor Lighting Plan	B_E3.1	08/17/2007
First Floor Power Plan	B_E3.2	08/17/2007
Second Floor Lighting Plan	B_E4.1	08/17/2007
Second Floor Power Plan	B_E4.2	08/17/2007
Roof Plan	B_E5.1	08/17/2007
Single Line Diagram and Panel Schedules	B_E6.1	08/17/2007
Detail Sheet	B_E7.1	08/17/2007
Detail Sheet #2	B_E7.2	08/17/2007
Detail Sheet #3	B_E7.3	08/17/2007
Title Sheet	C_T1.1	08/21/2007
Title 24 Energy Compliance	C_T1.2	07/17/2007
Fire Tested Assemblies and Penetrations	C_AC.1	07/17/2007
Architectural Site Plan	C_A1.1	08/21/2007
Site Plan Details	C_A1.2	07/17/2007
First Level Floor Plan	C_A2.1	08/21/2007
Second Level Floor Plan	C_A2.2	07/17/2007
Roof Plan	C_A2.3	07/17/2007
Enlarged Floor Plan	C_A2.4	08/24/2007
Exterior Elevations	C_A3.1	08/24/2007
Wall Sections	C_A4.1	08/24/2007
Stair and Elevator Sections	C_A4.2	07/17/2007
Details	C_A5.1	07/17/2007
Partition Schedule and Details	C_A6.1	07/17/2007
Door Schedule and Hardware Groups	C_A6.2	07/17/2007
Interior Elevations	C_A7.1	07/17/2007
Interior Details	C_A8.1	07/17/2007
Reflected Ceiling Plan	C_A9.1	08/21/2007
Title Sheet	C_S1	07/17/2007
Foundation Plan	C_S2	07/17/2007
Framing Plan Level 02	C_S3	07/17/2007
Framing Plan Roof	C_S4	07/17/2007
Tilt-Up Panel Wall Elevations	C_S5.1	07/17/2007

Tilt-Up Panel Wall Elevations	C_S5.2	07/17/2007
Tilt-Up Wall Sections and Details	C_S5.3	07/17/2007
Sections and Details	C_S6	07/17/2007
Sections and Details	C_S7	07/17/2007
Sections and Details	C_S8	07/17/2007
Sections and Details	C_S9	07/17/2007
Sections and Details	C_S10	07/17/2007
Schedule, Notes, Legends, Details and T-24	C_M1.0c	08/20/2007
Site Plan and Equipment Pad Layout	C_M1.1c	08/20/2007
Mechanical HVAC 1st Floor Plan	C_M2.1c	08/20/2007
Mechanical HVAC 2nd Floor Plan	C_M2.2c	08/20/2007
Mechanical HVAC Roof Plan	C_M2.3c	08/20/2007
Specifications and Calculations	C_P1	08/17/2007
Site Plan	C_P2	08/17/2007
First Floor Plan	C_P3	08/17/2007
Second Floor Plan	C_P4	08/17/2007
Roof Plan	C_P5	08/17/2007
Restroom Details	C_P6	08/17/2007
Restroom Details	C_P7	08/17/2007
Note Sheet	C_E1.1	08/17/2007
Title 24	C_E1.2	08/17/2007
Lighting Detail Sheet	C_E1.3	08/17/2007
Site Plan Utility	C_E2.1	08/17/2007
Site Plan Lighting	C_E2.2	08/17/2007
First Floor Lighting Plan	C_E3.1	08/17/2007
First Floor Power Plan	C_E3.2	08/17/2007
Second Floor Lighting Plan	C_E4.1	08/17/2007
Second Floor Power Plan	C_E4.2	08/17/2007
Roof Plan	C_E5.1	08/17/2007
Single Line Diagram and Panel Schedules	C_E6.1	08/17/2007
Detail Sheet	C_E7.1	08/17/2007
Detail Sheet #2	C_E7.2	08/17/2007
Detail Sheet #3	C_E7.3	08/17/2007
Grading Plans	1-D	08/16/2007
Grading Plans	2-D	08/16/2007
Grading Plans	3-D	08/16/2007
Grading Plans	4-D	08/16/2007
Grading Plans	5-D	08/16/2007
Detail Sheet Plan	6-D	08/16/2007
Erosion Control Plan	7-D	08/16/2007
Retaining Wall Profile	8-D	08/16/2007

Private Water Plans	9-D	08/16/2007
Private Water Plans	10-D	08/16/2007
Storm Drain and Sewer Plan	11-D	08/16/2007
Striping Plans	12-D	08/16/2007
Demolition Plan	13-D	08/16/2007
Horizontal Control Plan	14-D	08/16/2007
Horizontal Control Plan	15-D	08/16/2007
Enviornmental Requirements Sheet	16-D	09/05/2007
Landscape Title Sheet	L0.1	08/16/2007
Landscape Construction Plan	L1.1	08/16/2007
Landscape Construction Plan	L1.2	08/16/2007
Landscape Construction Plan	L1.3	08/16/2007
Landscape Construction Plan	L1.4	08/16/2007
Landscape Construction Plan	L1.5	08/16/2007
Landscape Construction Details and Notes	L2.1	08/16/2007
Landscape Irrigation Plan	L3.1	08/16/2007
Landscape Irrigation Plan	L3.2	08/16/2007
Landscape Irrigation Plan	L3.3	08/16/2007
Landscape irrigation Plan	L3.4	08/16/2007
Landscape Irrigation Plan	L3.5	08/16/2007
Landscape Irrigation Legend and Notes	L4.1	08/16/2007
Landscape Irrigation Details	L4.2	08/16/2007
Landscape Irrigation Details	L4.3	08/16/2007
Landscape Planting Plan	L5.1	08/16/2007
Landscape Planting Plan	L5.2	08/16/2007
Landscape Planting Plan	L5.3	08/16/2007
Landscape Planting Plan	L5.4	08/16/2007
Landscape Planting Plan	L5.5	08/16/2007
Landscape Planting Details and Notes	L6.1	08/16/2007
Landscape Specifications	L7.1	08/16/2007
Landscape Specifications	L7.2	08/16/2007
Landscape Specifications	L7.3	08/16/2007
Landscape Specifications	L7.4	08/16/2007
Landscape Specifications	L7.5	08/16/2007

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

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

Other Documents

N/A

Subcontractor acknowledges that Contractor has made available to Subcontractor all of the Subcontract Documents, and Subcontractor shall be responsible for obtaining copies pertinent to its Work. Subcontractor represents that it has carefully examined the Subcontract Documents.

Modifications and Clarifications

This Subcontract includes, but is not limited to, the following items:

- a. Subcontractor shall provide all work as defined in Rider 'A' of this subcontract. Any additional scope requirements deemed necessary by local jurisdictions or by contractor, must be approved in writing by Contractor's representative prior to start of work. Approved additional work authorizations will be billed to Contractor on an as-needed, time and material basis in conjunction with the unit rates listed on this subcontract and accompanying documents.
- b. Subcontractor shall provide consistent landscaping throughout the project ensuring material allows for proper water drainage.
- c. Subcontractor shall repair any settling of soil that occurs as a result of bad compaction of irrigation trenches to ensure landscaping has a smooth and consistent finish.
- d. Subcontractor shall coordinate with other trades, including but not limited to: Civil, grading, asphalt, electrical, plumbing, hardscape, and curb and gutter subcontractors.
- e. Subcontractor shall excavate carefully to avoid breaking underground utility lines. All utility lines broken by this subcontractor shall be repaired at the sole cost and expense of this subcontractor.
- f. Subcontractor shall replace any broken sprinkler heads prior to substantial completion.
- g. Subcontractor shall inspect all finished grading and soil substrates prior to landscaping and irrigation work to ensure proper installation. All substrates to be within 2/10ths (.02) of a foot for acceptance. All grading and soil substrate issues must be brought to the attention of Opus West in writing as soon as they are discovered. The covering of such grading and soil substrates with landscape and irrigation constitutes subcontractor acceptance of such substrates.
- h. Subcontractor shall provide an unspecified number of move ins to complete this scope of work. Contractor's Superintendent will coordinate with this subcontractor to identify such scheduling requirements.
- i. Subcontractor shall provide root barrier within five (5) feet of all hardscape.
- j. Subcontractor shall repair damage to existing landscape and irrigation in areas disturbed by the installation of the new Work.
- k. Subcontractor acknowledges and accepts Contractor's desire to achieve LEED Certification under the Core and Shell Rating System. Subcontractor shall provide all necessary information including but not limited to materials, labor, and documentation in response to requests from Contractor for LEED certification requirements.
- l. Subcontractor shall, at a minimum, provide all necessary information for LEED credits including but not limited to: MR Credit 2, MR credit 4, MR credit 5 and SS credit 9 as defined by the United State Green Building Council (USGBC) and referenced in the LEED core and Shell Rating System. Contractor shall reserve the right to add or remove LEED requirements as necessary to maintain LEED Certification compliance.

This Subcontract excludes the following:

- a. Performance or Payment Bond.
- b. General Building Permit.
- c. Subcontractor excludes Hardscape work, boring and demo.
- d. Subcontractor excludes Power for controller.

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

N/A

Schedule Notes

1. Subcontractor shall make best efforts to accelerate schedule.
2. In accordance with mutually agreed requirements as described in periodic project schedules and Superintendent's two and three week schedules.
3. Start date for this subcontract work is approximately 10/22/07
4. Completion of Subcontractor's Work is 5/1/07

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

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
10262.03	Site Work	Landscaping	\$197,575.00
10262.03	Site Work	Irrigation	\$191,553.00
Total			\$ 389,128.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Landscaping - Subcontract	10262.03-B40-02901.00-S	\$197,575.00
Irrigation - Subcontract	10262.03-B40-02902.00-S	\$191,553.00
Total		\$389,128.00

4. Unit Pricing.

If requested by Contractor, Subcontractor will provide additional units of work, as directed, at the unit prices set forth below. Unit prices will apply to all building construction and will include, without limitation, all material, labor, equipment, compensation, general conditions, benefits, overhead, clean-up, supervision, profit, parking, shop drawings, small tools and all sales, use and other applicable taxes. Unit prices do not include design. Unit prices will also apply to net quantity changes in the Work made pursuant to the Subcontract Documents.

The following unit prices shall be in effect for the duration of the project:

Unit Price List

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 for the duration of the project:

Alternates Notes

END OF RIDER A

RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Emerald Landscape Svcs Inc dated 09/25/2007. 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 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.

Subcontractor's California License No.

754049

AR

Subcontractor's California License No.

509591

END OF RIDER B

RIDER C

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Emerald Landscape Svcs Inc dated 09/25/2007. 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



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10262
Date of Application: 3/26/09
Application Number: 9.
Period From: 3/1 Period To: 3/31/09

CONTRACT INFORMATION

ITEM	SALES TAX \$(If applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$389,128.00
OPUS APPROVED CHANGE ORDER thru # 9		\$34,793.00
CONTRACT AMOUNT TO DATE TOTAL		\$423,921.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 423,921.-
B Less Retainage 0 % \$ 0
C Total Earned less Retainage (A - B) \$ 423,921.-
D Less Previous Billings (previous req's line C) \$ 422,909.-
E Current Payment Due (C - D) \$ 1,012.-
F Balance to Finish, Plus Retainage (H - A + B) \$ 0
G Current Gross Amount Completed This Period \$ 1,012.-

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:

[Signature]

John C. Crowl

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				
10262.03-B40-02901.00-S	Landscaping - Subcontract	\$223,019.00	222,007.-	1,012.-	223,019.-	100	0	1,012.-
10262.03-B40-02902.00-S	Irrigation - Subcontract	\$200,902.00	200,902.-		200,902.-	100		
	Total	\$423,921.00	422,909	1,012.-	423,921.-	100	0	1,012.-
		H	I	G	A	J	K	E

Entered By:

Approved By:

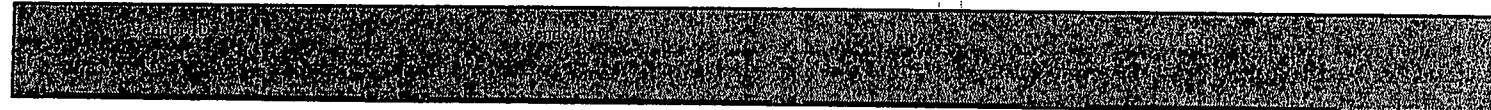
Accounting

Date

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SIMILAR-AIA DOCUMENT G702

CONTRACTOR: Emerald Landscape Services, Inc.

APPLICATION NUMBER:

APPLICATION DATE: 3/26/2009

PERIOD TO: 3/1/2009 to 3/31/2009

[illegible]

EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (1,012.00) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Horizon Tech Center) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (03/31/09) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____

Pamela McIntyre

Invoice

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

DATE	INVOICE #
3/26/2009	45674

BILL TO:

OPUS WEST CONSTRUCTION CORP.
2050 MAIN STREET, SUITE 800
IRVINE, CA 92614
ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	4/25/2009		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: HORIZON TECH CENTER JOB NO.: 10262 AMOUNT DUE THIS APPLICATION		1,012.00	1,012.00
			Total	\$1,012.00
			Balance Due	\$1,012.00

Please remit to the above address

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10262
Date of Application: 1/15/09

Application Number: 8

Period From: 1/1

Period To: 1/31/09

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$389,128.00
OPUS APPROVED CHANGE ORDER thru # 8		\$33,781.00
CONTRACT AMOUNT TO DATE TOTAL		\$422,909.00

APPLICATION INFORMATION

A Total Completed & Stored to Date

\$ 422,909.00

B Less Retainage 10 %

\$ 0

C Total Earned less Retainage (A - B)

\$ 422,909.00

D Less Previous Billings (previous req's line C)

\$ 380,618.10

E Current Payment Due (C - D)

\$ 42,290.90

F Balance to Finish, Plus Retainage (H - A + B)

\$ 0

G Current Gross Amount Completed This Period

\$ 42,290.90

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:

1/15/09

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10262.03-B40-02901.00-S	Landscaping - Subcontract	\$222,007.00			I + G	A / H		G - K
10262.03-B40-02902.00-S	Irrigation - Subcontract	\$200,902.00						
	Total	\$422,909.00						
		H	I	G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SIMILAR-AIA DOCUMENT G702

CONTRACTOR: Emerald Landscape Services, Inc.
APPLICATION NUMBER: 8
APPLICATION DATE: 1/15/2009
PERIOD TO: 1/1/2009 to

[illegible]

**EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831**

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (42,290.90) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Horizon Tech Center) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (01/30/09) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____
Pamela McIntyre

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

Invoice

DATE	INVOICE #
1/16/2009	44928

BILL TO

OPUS WEST CONSTRUCTION CORP.
2050 MAIN STREET, SUITE 800
IRVINE, CA 92614
ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	2/15/2009		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: HORIZONE TECH CENTER JOB NO.: 10262 AMOUNT DUE THIS APPLICATION		42,290.90	42,290.90
			Total	\$42,290.90
			Balance Due	\$42,290.90

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone : 714-993-9006
Remittance Address : OPUS West Construction Corporation
Attn : Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10262
Date of Application: 1/15/09
Application Number: 7.
Period From: 1/1 Period To: 1/31/09

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$389,128.00
OPUS APPROVED CHANGE ORDER thru # 8		\$33,781.00
CONTRACT AMOUNT TO DATE TOTAL		\$422,909.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 422,909.⁻
B Less Retainage 10 % \$ 42,290.⁹⁰
C Total Earned less Retainage (A - B) \$ 380,618.¹⁰
D Less Previous Billings (previous req's line C) \$ 371,195.¹⁰
E Current Payment Due (C - D) \$ 9,423.⁻
F Balance to Finish, Plus Retainage (H - A + B) \$ 42,290.⁹⁰
G Current Gross Amount Completed This Period \$ 10,470.⁻

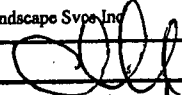
SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:


1/15/09

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10262.03-B40-02901.00-S	Landscaping - Subcontract	\$222,007.00	211,537.-	222,007.-	10,470.-	100	1,047.-	9,423.-
10262.03-B40-02902.00-S	Irrigation - Subcontract	\$200,902.00	200,902.-	200,902.-	0	100		
	Total	\$422,909.00	412,439.-	422,909.-	10,470.-	100	1,047.-	9,423.-
		H	I	G	A	J	K	E

Entered By :

Accounting

Date

Approved By :

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SIMILAR-AIA DOCUMENT G702

PERIOD TO:

1/1/2009 to

[illegible]

**EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831**

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (9,423.00) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Horizon Tech Center) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (01/30/09) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____
Pamela McIntyre

Invoice

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

DATE	INVOICE #
1/16/2009	44927

BILL TO
OPUS WEST CONSTRUCTION CORP. 2050 MAIN STREET, SUITE 800 IRVINE, CA 92614 ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	2/15/2009		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: HORIZONE TECH CENTER JOB NO.: 10262 AMOUNT DUE THIS APPLICATION		9,423.00	9,423.00
			</	

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10262
Date of Application: 11/17/08
Application Number: 6.
Period From: 11/1 Period To: 11/30/08

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$389,128.00
OPUS APPROVED CHANGE ORDER thru # 5		\$23,311.00
CONTRACT AMOUNT TO DATE TOTAL		\$412,439.00

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

\$ 412,439.
\$ 41,243.90
\$ 371,195.10
\$ 366,369.30
\$ 41,243.90
\$ 4,825.80
\$ 5,362.00

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

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
10262.03-B40-02901.00-S	Landscaping - Subcontract	\$211,537.00	207,415.-	4,122.-	211,537.-	100	412.20	3,709.80
10262.03-B40-02902.00-S	Irrigation - Subcontract	\$200,902.00	199,662.-	1,240.-	200,902.-	100	124.-	1,116.-
	Total	\$412,439.00	407,077.-	5,362.-	412,439.-	100	536.-	4,825.80
		H	I	G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SIMILAR-AIA DOCUMENT G702:

CONTRACTOR:

Emerald Landscape Services, Inc.

APPLICATION NUMBER:

6

APPLICATION DATE:

11/17/2008

11/1/2008 to 11/30/2008

[illegible]

Invoice

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.

PLACENTIA, CA 92870

714 993-9006 FAX: 714 993-9017

DATE	INVOICE #
11/17/2008	44267

BILL TO**OPUS WEST CONSTRUCTION CORP.****2050 MAIN STREET, SUITE 800****IRVINE, CA 92614****ATTN: ACCOUNTS PAYABLE**

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	12/17/2008		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: HORIZON TECH CENTER JOB NO.: 10262 AMOUNT DUE THIS APPLICATION		4,825.80	4,825.80
			Total	\$4,825.80
			Balance Due	\$4,825.80

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services

EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (4,825.80) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Horizon Tech Center) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (11/30/08) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____
Pamela McIntyre



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2020 Main Street, Suite 800
Irvine, CA 92614

Project Numbers: 10262
Date of Application: 6/17/08
Application Number: 5
Period From: 6/1 Period To: 6/30/08

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$389,128.00
OPUS APPROVED CHANGE ORDER thru # 3		\$17,949.00
CONTRACT AMOUNT TO DATE TOTAL		\$407,077.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 407,077.-
B Less Retainage 10 % \$ 40,707.70
C Total Earned less Retainage (A - B) \$ 366,369.30
D Less Previous Billings (previous req's line C) \$ 205,677.-
E Current Payment Due (C - D) \$ 160,692.30
F Balance to Finish, Plus Retainage (H - A + B) \$ 40,707.70
G Current Gross Amount Completed This Period \$ 178,547.-

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:

6/17/08

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
10262.03-B40-02901.00-S	Landscaping - Subcontract	\$207,415.00	52,000.-	154,795.-	207,415.-	100	15,475.50	\$37,279.50
10262.03-B40-02902.00-S	Irrigation - Subcontract	\$199,662.00	175,870.-	23,792.-	199,662.-	100	2,379.20	21,412.80
	Total	\$407,077.00	228,530.-	178,547.-	407,077.-	100	17,854.70	160,692.30
		H	I	G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SIMILAR-AIA DOCUMENT G702

CONTRACTOR:

Emerald Landscape Services, Inc.

APPLICATION NUMBER:

5

APPLICATION DATE:

6/19/2008

to 6/30/2008

[illegible]

EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (160,692.30) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Horizon Tech Center) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (06/30/08) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____

Pamela McIntyre

Invoice

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

DATE	INVOICE #
6/16/2008	42369

BILL TO
OPUS WEST CONSTRUCTION CORP. 2050 MAIN STREET, SUITE 800 IRVINE, CA 92614 ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	7/16/2008		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: HORIZON TECH CENTER JOB NO.: 10262 AMOUNT DUE THIS APPLICATION		160,692.30	160,692.30
			Total	\$160,692.30
			Balance Due	\$160,692.30

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:

Subcontractor:

Supplier #:

Address:

Phone:

Remittance Address:

Horizon Tech Center

Emerald Landscape Svcs Inc

1007073

531 W. Crowther Ave.

Placentia, CA 92870

714-993-9006

OPUS West Construction Corporation

Attn: Accounts Payable

2020 Main Street, Suite 800

Irvine, CA 92614

Project Number:

Date of Application:

Application Number:

Period From:

10262

5/19/08

4.

5/1

Period To:

5/31/08

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$389,128.00
OPUS APPROVED CHANGE ORDER thru # 3		\$17,949.00
CONTRACT AMOUNT TO DATE TOTAL		\$407,077.00

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

\$ 228,530.-

\$ 22,853.-

\$ 205,677.-

\$ 107,937.-

\$ 97,740.-

\$ 201,400.-

\$ 108,600.-

SUBCONTRACTOR:

BY:

DATE:

Emerald Landscape Svcs Inc

Supplier #: 1007073

5/19/08

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
10262.03-B40-02901.00-S	Landscaping - Subcontract	\$207,415.00	28,980.-	23,680.-	52,660.-	25	2,368.-	21,312.-
10262.03-B40-02902.00-S	Irrigation - Subcontract	\$199,662.00	90,950.-	84,920.-	175,870.-	88	8,492.-	76,428.-
	Total	\$407,077.00	119,930.-	108,600.-	228,530.-	56	10,860.-	97,740.-
		H	I	G	A	J	K	E

Entered By:

Accounting

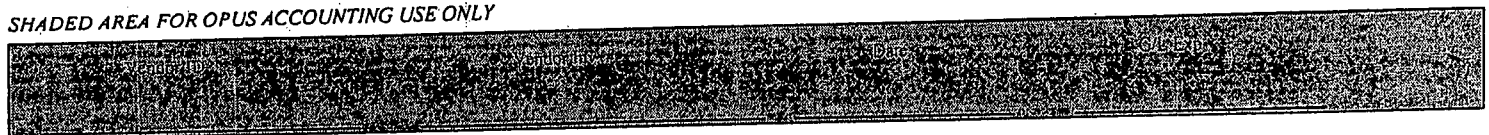
Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SIMILAR-AIA DOCUMENT G702

CONTRACTOR:

Emerald Landscape Services, Inc.

APPLICATION NUMBER:

4

APPLICATION DATE:

5/19/2008

to
5/31/2008[illegible]

EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (97,740.00) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Horizon Tech Center) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (05/31/08) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____
Pamela McIntyre

Invoice

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

DATE	INVOICE #
5/19/2008	41995

BILL TO

OPUS WEST CONSTRUCTION CORP.
2050 MAIN STREET, SUITE 800
IRVINE, CA 92614
ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	6/18/2008		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: HORIZON TECH CENTER JOB NO.: 10262 AMOUNT DUE THIS APPLICATION		97,740.00	97,740.00

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2020 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10262
Date of Application: 3
Application Number: 4/22/08
Period From: 4/1 Period To: 4/30/08

CONTRACT INFORMATION

ITEM	SALES TAX \$(If applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$389,128.00
OPUS APPROVED CHANGE ORDER thru # 3		\$17,949.00
CONTRACT AMOUNT TO DATE TOTAL		\$407,077.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 119,930.-
B Less Retainage 10 % \$ 11,993.-
C Total Earned less Retainage (A - B) \$ 107,937.-
D Less Previous Billings (previous req's line C) \$ 53,847.-
E Current Payment Due (C - D) \$ 54,090.-
F Balance to Finish, Plus Retainage (H - A + B)
G Current Gross Amount Completed This Period \$ 60,100.-

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

John C. Crowl

DATE:

4/22/08

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				
10262.03-B40-02901.00-S	Landscaping - Subcontract	\$207,415.00		28,980.-	28,980.-	14%	2,898.-	26,082.-
10262.03-B40-02902.00-S	Irrigation - Subcontract	\$199,662.00	59,830.-	31,120.-	90,950.-	44%	3,112.-	28,008.-
	Total	\$407,077.00	59,830.-	60,100.-	119,930.-	29%	6,010.-	54,090.-
		H	I	G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SIMILAR-AIA DOCUMENT G702

CONTRACTOR: Emerald Landscape Services, Inc.

APPLICATION NUMBER:

APPLICATION DATE: 4/22/2008

PERIOD TO:

4/1/2008 to

[illegible]

**EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831**

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (54,090.00) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Horizon Tech Center) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (04/30/08) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____

Pamela McIntyre

Invoice

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

DATE	INVOICE #
4/22/2008	41647

BILL TO

OPUS WEST CONSTRUCTION CORP.
2050 MAIN STREET, SUITE 800
IRVINE, CA 92614
ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	5/22/2008		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: HORIZON TECH CENTER JOB NO.: 10262 AMOUNT DUE THIS APPLICATION		54,090.00	54,090.00
			Total	\$54,090.00
			Balance Due	\$54,090.00

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2020 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10262
Date of Application: 3/18/08
Application Number: 2.
Period From: 3/1 Period To: 3/31/08

CONTRACT INFORMATION	SALES TAX \$(if applicable)	TOTAL (\$)
ITEM		\$389,128.00
ORIGINAL CONTRACT AMOUNT		
OPUS APPROVED CHANGE ORDER # 1 thru #		\$389,128.00
CONTRACT AMOUNT TO DATE TOTAL		

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 59,860.-
B Less Retainage 10 % \$ 5,986.-
C Total Earned less Retainage (A - B) \$ 53,874.-
D Less Previous Billings (previous req's line C) \$ 21,420.-
E Current Payment Due (C - D) \$ 32,454.-
F Balance to Finish, Plus Retainage (H - A + B) \$ 335,254.-
G Current Gross Amount Completed This Period \$ 23,800.-

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

DATE:

3/18/08

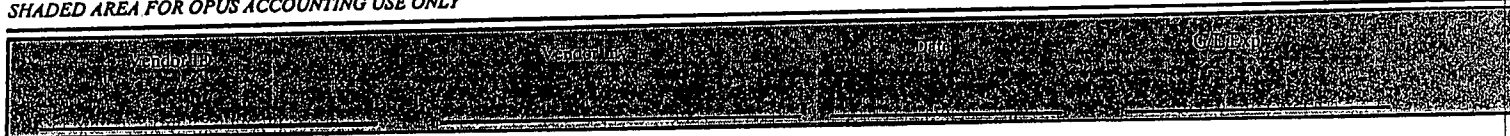
APPLICATION BREAKDOWN

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
10262.03-B40-02901.00-S	Landscaping - Subcontract	\$197,575.00						
10262.03-B40-02902.00-S	Irrigation - Subcontract	\$191,553.00	36,060.-	23,800.-	59,860.-	31	2,380.-	21,420.-
	Total	\$389,128.00	36,060.-	23,800.-	59,860.-	31	2,380.-	21,420.-
		H	I	G	A	J	K	E

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



SIMILAR-AIA DOCUMENT G702

Emerald Landscape Services, Inc.

2

3/18/2008

3/1/2008 to 3/31/2008

[illegible]

**EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831**

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (21,420.00) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Horizon Tech Center) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (03/31/08) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____
Pamela McIntyre

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006 FAX: 714 993-9017

Invoice

DATE	INVOICE #
3/18/2008	41262

BILL TO

OPUS WEST CONSTRUCTION CORP.
2050 MAIN STREET, SUITE 800
IRVINE, CA 92614
ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	4/17/2008		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: HORIZON TECH CENTER JOB NO.: 10262 AMOUNT DUE THIS APPLICATION		21,420.00	21,420.00
			Total	\$21,420.00
			Balance Due	\$21,420.00

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center
Subcontractor: Emerald Landscape Svcs Inc
Supplier #: 1007073
Address: 531 W. Crowther Ave.
Placentia, CA 92870
Phone: 714-993-9006
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2020 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10262
Date of Application: 2/20/08
Application Number: 1.
Period From: 2/1 Period To: 2/29/08

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$389,128.00
OPUS APPROVED CHANGE ORDER # 1 thru #		
CONTRACT AMOUNT TO DATE TOTAL		\$389,128.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 36,060.-
B Less Retainage 10 % \$ 3,606.-
C Total Earned less Retainage (A - B) \$ 32,454.-
D Less Previous Billings (previous req's line C) \$ 0
E Current Payment Due (C - D) \$ 32,454.-
F Balance to Finish, Plus Retainage (H - A + B) \$ 356,674.-
G Current Gross Amount Completed This Period \$ 36,060.-

SUBCONTRACTOR:

Emerald Landscape Svcs Inc

Supplier #: 1007073

BY:

John Crowl
2/20/08

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
10262.03-B40-02901.00-S	Landscaping - Subcontract	\$197,575.00						
10262.03-B40-02902.00-S	Irrigation - Subcontract	\$191,553.00		36,060.-	36,060.-	18	3,606.-	32,454.-
	Total	\$389,128.00		36,060.-	36,060.-	18	3,606.-	32,454.-
		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 ID	Vendor ID	Vendor ID
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SIMILAR-AIA DOCUMENT G702

Owner: OPLUS West Construction Corp.

PERIOD TO: 2/1/2008 to 2/29/2008

2/20/2008

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EMERALD LANDSCAPE SERVICES, INC.
2166 E. ORANGETHORPE AVENUE
FULLERTON, CA 92831

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from (Opus West Construction Corp) in the sum of \$ (32,454.00) payable to ***Emerald Landscape Services, Inc.*** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of (Opus West Corporation) located at (Horizon Tech Center) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to (Opus West Construction Corp) through (02/29/08) only and does not cover any retentions retained before or after the release date; extras or items furnished for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights. Including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company: Emerald Landscape Services, Inc.

By: _____

Pamela McIntyre

EMERALD LANDSCAPE SERVICES, INC.

531 W CROWTHER AVE.
PLACENTIA, CA 92870
714 993-9006. FAX: 714 993-9017

Invoice

DATE	INVOICE #
2/21/2008	40871

BILL TO

OPUS WEST CONSTRUCTION CORP.
2050 MAIN STREET, SUITE 800
IRVINE, CA 92614
ATTN: ACCOUNTS PAYABLE

PO/WORK ORD	TERMS	DUE DATE	PROPERTY NAME	
	Net 30	3/22/2008		
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	JOB NAME: HORIZON TECH CENTER JOB NO.: 10262 AMOUNT DUE THIS APPLICATION		32,454.00	32,454.00

Please remit to the above address.
Thank you for choosing Emerald Landscape
Services