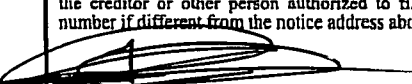


UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input type="checkbox"/> Opus West Corporation <input checked="" type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.		Case Number: <u>09-34360</u> 09-34356 09-34356-hdh11
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.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <div style="text-align: center;"> RECEIVED NOV 06 2009 BMC GROUP </div> Barnum & Celillo Electric, Inc. 3900 Taylor Street Sacramento, CA 95838		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <i>(If known)</i> Filed on:
Name and address where notices should be sent: Barnum & Celillo Electric, Inc. <div style="text-align: center;">3900 Taylor Street, Sacramento, CA 95838</div> Telephone number: (916) 646-4661 Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Name and address where payment should be sent (if different from above): <div style="text-align: center;">N/A</div> Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ <u>144,399.15</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		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;">\$</div>
2. Basis for Claim: <u>Services performed.</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>2815</u> 3a. Debtor may have scheduled account as: _____ (See instruction §3a on reverse side).		
4. Secured Claim (See instruction #4 on reverse side.) N/A Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount Unsecured: \$ _____		
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. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: 10/26/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="text-align: center;">  Fred Barnum-President </div>	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
 Modified B10 (GCG) (12/08)

FOR COURT USE ONLY





BARNUM & CELILLO ELECTRIC, INC.

*A Hands On Commitment From
Conception to Completion*

STATEMENT

Statement Date: 11/30/2009

License: 599724

Billed To: Opus West Construction Corp.
180 Promenade Circle
Suite #115
Sacramento CA 95834

Project: Promenade @ Natomas
3900 Gateway Park Blvd.
Sacramento CA 95834

Invoice#	Due Date	Description	Amount	Paid/Credit	Now Due
2815-JUNE	02/28/2007	Progress Billing# 1	212,850.00	212,850.00	
	Payment: 91911	08/15/2005	191,565.00		
	Payment: 118433	06/25/2007	21,285.00		
2815-JULY	02/28/2007	Progress Billing# 2	933,985.74	933,985.74	
	Payment: 92387	09/06/2005	840,628.80		
	Payment: 118433	06/25/2007	93,356.94		
2815-AUG	02/28/2007	Progress Billing# 3	453,487.70	453,487.70	
	Payment: 93340	10/14/2005	408,097.80		
	Payment: 96570	01/18/2006	41.13		
	Payment: 118433	06/25/2007	45,348.77		
2815-SEPT	02/28/2007	Progress Billing# 4	785,798.56	750,063.14	35,735.42
	Payment: 94216	11/08/2005	707,218.20		
	Payment: 118433	06/25/2007	33,585.34		
	Payment: 127661	02/01/2008	9,259.60		
2815-OCT	02/28/2007	Progress Billing# 5	455,067.27	409,560.55	45,506.72
	Payment: 95162	12/09/2005	409,485.60		
	Payment: 96570	01/18/2006	74.95		
2815-NOV	02/28/2007	Progress Billing# 6	83,658.73	75,292.85	8,365.88
	Payment: 96570	01/18/2006	75,251.72		
	Payment:	04/28/2006	41.13		

Current	1-30 Days	31-60 Days	61-90 Days	91+ Days	Retention
0.00	0.00	0.00	0.00	144,399.15	0.00

Please Pay This Amount

144,399.15

Contract Summary

Original Contract Amount	1,067,934.00
Net Changes to Date	2,404,416.00
New Contract Amount	3,472,350.00
Total Invoiced to Date	3,472,350.00
Remaining Balance on Contract	0.00

*Terms: All invoices are due and payable within 30DY of receipt. A service charge of 0.00 %
per anum will be computed on all amounts overdue on regular statement dates.*

Thank you for your prompt payment.

STATEMENT

Statement Date: 11/30/2009

Continued...

Invoice#	Due Date	Description	Amount	Paid/Credit	Now Due
2815-DEC	02/28/2007	Progress Billing# 7	348,889.94	314,001.00	34,888.94
	Payment: 98671	02/17/2006	314,001.00		
2815-CR	02/28/2007	Progress Billing# 8	-15,946.00	-14,351.40	-1,594.60
	Payment:	04/28/2006	-14,351.40		
2815-JAN	02/28/2007	Progress Billing# 9	10,419.00	9,377.11	1,041.89
	Payment: 99901	03/21/2006	9,377.10		
	Payment:	04/28/2006	0.01		
2815-FEB	02/28/2007	Progress Billing# 10	15,946.06	14,351.45	1,594.61
	Payment:	04/28/2006	14,310.26		
	Payment: 104897	07/06/2006	41.19		
2815-APR	02/28/2007	Progress Billing# 11	82,194.00	73,974.60	8,219.40
	Payment: 104897	07/06/2006	73,974.60		
2815-MAY	02/28/2007	Progress Billing# 12	56,327.00	50,653.11	5,673.89
	Payment: 104897	07/06/2006	50,653.11		
2815-NOV06	02/28/2007	Progress Billing# 13	49,672.00	44,705.00	4,967.00
	Payment: 111656	01/04/2007	44,705.00		
Totals:			3,472,350.00	3,327,950.85	144,399.15



SUBCONTRACTOR APPLICATION FOR RETENTION PAYMENT (326.003)

Project Name: Promenade @ Natomas
Subcontractor: Barnum & Celillo Electric, Inc.
Address: 3900 Taylor Street, Suite # 3
Address: Sacramento, CA 95838

Project Number: 326.003
Date of Application: 04/22/09
Application Number: FINAL BALANCE ON 326.003
Period From: 04/01/09 To: 04/30/09

CONTRACT INFORMATION

ITEM	SALES TAX (\$) (if applicable)	TOTAL (\$)
Contract Amount		1067934.00
Change Orders 1-7		2404416.00
CONTRACT AMOUNT TO DATE TOTAL	\$	\$ 3472350.00

G

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 3472350.00
B Less Retainage \$ N/A
C Total Earned \$ 3472350.00
D Less Previous Billings (previous payments) \$ 1727627.41
E Current Payment Due (C - D) \$ 144399.15
F Balance to Finish, Plus Retainage (G - A + B) \$

SUBCONTRACTOR: Barnum & Celillo Electric, Inc.
BY: [Signature]
DATE: 04/22/09

APPLICATION BREAKDOWN

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

Job #	Cost Code	Current Contract Amount	Total Completed & Stored to Date	Amount Paid		Net Payment
326.003	1610000	\$ 3472350.00	3472350.00	1727627.41		144399.15
326.005	2610					
326.003	02600					
Total		\$3472350.00	\$3472350.00	1727627.41		144399.15

G

A

E

Entered By: _____ Approved By: _____

Accounting Date

Project Manager Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	G/L - Exp.

NO FAX COPIES WILL BE ACCEPTED

Print Date: 12/2/2003
Form Date: November 10, 2003

Promenade @ Natomas
Sacramento, CA
\$1,067,934
Barnum & Celillo Electric, Inc.
Contact: Fred Barnum
Phone Number: (916) 646-4661
Fax Number: (916) 646-0619

RECEIVED

JUN 23 2005

OPUS WEST
SACRAMENTO

SUBCONTRACT AGREEMENT

326.003/B10/16100 Site Electrical

TERMS: Standard

BOND: Not Required

Site Lighting
California

This Subcontract, made this May 27, 2005 by and between Opus West Construction Corporation, having a business address at 2150 River Plaza Drive, Suite 255, Sacramento, CA 95833 (the "Contractor") and Barnum & Celillo Electric, Inc. having a business address at 3900 Taylor Street; Sacramento, CA 95838-3372; (the "Subcontractor");

WHEREAS, Contractor has heretofore entered into a contract with Opus West Corporation, having a business address at 2150 River Plaza Drive, Suite 255, Sacramento, CA 95833 (the "Owner") to perform certain labor and furnish certain materials at Promenade @ Natomas, Sacramento CA (the "Project") pursuant to plans, drawings and specifications prepared by G.C. Wallace and Associates, Inc., and Barnum & Celillo Electric, Inc. which contract consists of the invitation to bidders, the instruction to bidders, the request for proposal, the contract, the plans, drawings and specification, the general conditions, the special conditions, the bond, if any, and addenda or amendments, if any (collectively, the "General Contract"); and

WHEREAS, Contractor has made available to Subcontractor all of the above documents, and Subcontractor shall be responsible for obtaining copies pertinent to its work; and

WHEREAS, the above have been carefully examined by Subcontractor.

SUBCONTRACTOR AGREES AS FOLLOWS:

1. To furnish all labor, materials, skill and equipment necessary or required and to perform all the work necessary for completion of this Subcontract, as follows:

(See attached Rider No. 1 and Rider No. 2 dated May 27, 2005)

2. To pay for all materials, skills, labor and equipment used in or in connection with the performance of this Subcontract, when and as bills or claims therefore become due, and to defend, save harmless, protect and indemnify the Project, Owner, and Contractor from and against all claims and mechanics' liens in account therefore, and to furnish satisfactory evidence to Contractor when and if required, that Subcontractor has complied with the above requirements. This provision shall not be construed as a waiver of the right of Subcontractor to file and enforce a lien claim against the Owner in the event of Contractor's failure to pay the Subcontractor.

3. To begin the work of this Subcontract as soon as the Project is ready for such work or within three (3) calendar days after being notified in writing by Contractor. To complete the work of this Subcontract as required by job progress or within the following time limits:

In accordance with Rider #1 - Scope of Work.

4. To proceed with the work of this Subcontract in an orderly and reasonable sequence as directed by Contractor and to abide by Contractor's decision as to the allotment of all storage and working space on the Project.

5. That no extension of time of performance of this Subcontract shall be recognized by Contractor without the written consent of Contractor. If, however, Subcontractor is delayed in the performance or completion of the Subcontract work for reasons beyond its control, then the time of the performance or completion of said work may be extended accordingly provided the cause of the delay is of a type set forth in the General Contract which justifies an extension of time for completion of the General Contract and written notice is timely given as provided therein.

6. Subcontractor acknowledges that it has reviewed the plans and specifications and has visited the Project site and visually inspected the general and local conditions which could affect Subcontractor's work. Any failure of the Subcontractor to ascertain from a visual inspection of the site the general and local conditions which could affect the Subcontractor will not relieve the Subcontractor from its responsibility to properly complete the Subcontract without additional expense to the Contractor.

7. To obtain, maintain and pay for such workers' compensation insurance as may be required by the General Contract and by law, comprehensive general liability insurance, comprehensive automobile liability insurance, and any other type of insurance specified below or specified in the General Contract, protecting Subcontractor against claims for bodily injury or death or for damage to property occurring upon, in or about the Project, with limits in amounts at least equal to the greater of those specified in the General Contract or those specified below:

Limits of Liability

General Aggregate:	\$ 2,000,000.00
Products/Completed Operations Aggregate:	2,000,000.00
Personal & Advertising Injury:	1,000,000.00
Each Occurrence:	1,000,000.00
Fire Damage:	50,000.00
Medical Expenses:	5,000.00
Automobile:	1,000,000.00
Workers' Compensation Coverage:	\$100,000/\$500,000/\$100,000

(Contractor) and (Owner) shall be named as additional insureds on each of said insurance policies except for the workers' compensation policy. Said insurance shall be issued by a financially responsible company or companies acceptable to Contractor. Subcontractor shall furnish Contractor with satisfactory evidence that it has complied with this paragraph by furnishing to Contractor a certificate by the insurance company issuing each such policy stating that such policy will not be canceled without fifteen (15) days prior written notice to Contractor. Insurance certificates must be received before Subcontractor starts work on the site and before payment will be issued.

Subcontractor will defend, indemnify and hold harmless Contractor, Owner and Architect (including Contractor's, Owner's and Architect's officers, directors, shareholders, partners, members, agents, employees, licensees, affiliates, representatives, successors and assigns) (all of the foregoing being referred to individually as an "Indemnified Party" and collectively as the "Indemnified Parties") from and against any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, losses, and liabilities (including, without limitation, attorneys' fees and costs and other litigation, mediation, arbitration, or dispute resolution expenses), whether based on tort, contract, or equitable principles, 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 Indemnified Party will be provided by Subcontractor by legal counsel satisfactory to such Indemnified Party. Subcontractor's obligations to defend and indemnify 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 and/or Subcontractor's officers, directors, shareholders, partners, members, agents, employees, licensees, affiliates, representatives, independent contractors, suppliers, subcontractors, successors or assigns (collectively, the "Subcontractor Parties"). Subcontractor's obligations to defend and indemnify also include (without limitation) any Claims based on duties, obligations, or liabilities imposed on any Indemnified Party by statute, ordinance, regulation or other law, and any Claims based on theories of peculiar risk or non-delegable duty or arising from conditions of the workplace. Subcontractor's obligations to defend and indemnify 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, or other employee benefits acts. Subcontractor's obligations to defend and indemnify shall be triggered by the assertion of a Claim against any Indemnified Party and shall apply whether or not Subcontractor or any of the Subcontractor Parties was negligent or otherwise at fault and whether or not the Claim has any merit. Subcontractor's obligations to defend and indemnify specifically and expressly include (without limitation) any Claims caused in part by the negligence (whether active or passive) or other misconduct of any Indemnified Party. Notwithstanding all of the foregoing, however, Subcontractor is not obligated to indemnify any one or more Indemnified Parties for a Claim which is ultimately determined, upon final adjudication, settlement or other resolution of the Claim, to have been caused solely by the negligence or willful misconduct of such Indemnified Parties; provided, that this exception does not limit or relieve Subcontractor's defense obligations prior to such final resolution of the Claim or Subcontractor's obligations to indemnify all other Indemnified Parties which did not participate in such negligence or misconduct. The parties intend that Subcontractor's obligations under this paragraph will be enforced to the fullest extent allowable under applicable law, and agree that if any of the provisions of this paragraph are, to any extent, held to be invalid, illegal or unenforceable for any reason, any remaining portion thereof and all other provisions of this paragraph will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

8. To accept responsibility for all damage caused by Subcontractor, to clean all surfaces soiled by Subcontractor, and to protect the work performed by Subcontractor, it being understood that the standards of protection shall not be less than those specified in the General Contract or required by law, and to be responsible for any defective or improper work or material caused by its failure so to do. If any dispute arises between Subcontractor and another subcontractor as to which is responsible for any item of damage, the dispute shall be submitted to Contractor for decision and its determination as to responsibility shall control.

9. Subcontractor is an independent contractor. Subcontractor shall take all safety precautions with respect to its work, shall comply with all safety measures initiated by Contractor and required by the General Contract and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property. Establishment of a safety program by Contractor shall not relieve Subcontractor of its safety responsibilities, and Subcontractor shall be solely responsible for the health and safety of its own employees.

Subcontractor shall follow the Contractor's cleanup directions and at all times keep the premises free from debris resulting from Subcontractor's work. If Subcontractor fails to immediately commence compliance with cleanup duties within twenty-four (24) hours after written notification from Contractor of noncompliance, the Contractor may implement appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due under this Subcontract.

10. Not to assign or sublet this Subcontract or any part thereof and not to assign any money due or to become due hereunder without first obtaining written consent of Contractor.
11. To be bound to Contractor by the terms of the General Contract, to confirm to and to comply with the provisions of the General Contract, to furnish such shop drawings or samples as may be required; and to assume all of the obligations and responsibilities that Contractor assumes in and by the General Contract insofar as they are applicable to this Subcontract. Where any provision of the General Contract between Owner and Contractor is inconsistent with any provision of this Subcontract, this Subcontract shall govern.
12. To employ no person whose employment on or in connection with this Subcontract may be objectionable to Contractor and to remove any such person when objected to (upon reasonable grounds) by Contractor.
13. The Contractor or its authorized representative shall have the right to order in writing the omission or addition of any parts or work or materials of the Subcontract which are omitted from or added to the General Contract by the Architect and/or Owner, that fair adjustments shall be made in the General Contract price for such omitted or added work materials, and that no extra work shall be allowed or changes made by Subcontractor, or paid for by Contractor UNLESS AND UNTIL AUTHORIZED BY CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVE IN WRITING BEFORE THE WORK AND/OR CHANGES HAVE BEGUN.
- Subcontractor shall give notice to Contractor of all claims for extras, for extensions of time and for damage for delays or otherwise, promptly and in accordance with the General Contract.
14. To obtain and furnish to Contractor and maintain in effect during the life of this Subcontract, if requested so to do in the space provided below, a surety bond in form and with sureties acceptable to Contractor and in an amount equal to the Subcontract price, conditioned upon and covering the faithful performance of and compliance with all the terms, provisions and conditions of this Subcontract, the premium therefore to be paid by Bond requested Bond not requested X . Unless the General Contract mandates, nothing herein shall give Contractor the right to designate that the bond be executed by a specific surety or procured from a specific agent.
15. To guarantee the Subcontract to the same extent that Contractor is obligated to guarantee its work under the General Contract, but at a minimum to guarantee its work against all defects in material or workmanship for a period of one (1) year from the date of acceptance of the Project by the Owner.
16. That in the event Subcontractor shall fail to correct, replace and/or re-execute faulty or defective work done and/or materials furnished under this Subcontract, when and if required by Contractor, or shall fail to complete or diligently proceed with this Subcontract within the time herein provided, Contractor, upon three (3) days' notice in writing to Subcontractor, shall have the right to correct, replace and/or re-execute such faulty or defective work, or to take over this Subcontract and complete the same either through its own employees or through a contractor or subcontractor of its choice, and to charge the cost thereof to Subcontractor, together with any liquidated damages caused by a delay in the performance of this Subcontract. All costs incurred by Contractor in performing Subcontractor's Work shall be deducted from any moneys due or to become due to Subcontractor under this Subcontract. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract price.
17. That in the event of a default on the part of Subcontractor under the terms of this Subcontract, the material and equipment of the Subcontractor shall be left on the job for use of Contractor in completing the work covered by this Subcontract.
18. To comply with all federal and state laws, codes, and regulations and all municipal ordinances and regulations effective where the work under this Subcontract is to be performed (including, without limitation, compliance with OSHA and CAL OSHA), and to pay all costs and expenses connected with such compliance; to pay all fees and taxes, including sales and use taxes; to pay all taxes imposed by any state or federal law for any employment insurance, pensions, old age retirement funds or any similar purpose; to furnish all necessary reports and information to the appropriate federal, state and municipal agencies, as though Subcontractor were the Contractor; and, with respect to the requirements of OSHA and CAL OSHA, be responsible for the acts of its employees and for appropriate record keeping, reporting and training and, upon Contractor's request, supply Contractor with Subcontractor's written CAL OSHA approved Injury Prevention Program manual; and to defend and hold Contractor and any other subcontractor and Owner harmless from and against any and all losses, costs, damages, liabilities, suits, actions, claims, causes of action, proceedings, demands and expenses (including, without limitation, attorneys' fees and costs) occasioned by the failure of Subcontractor to comply with the terms of this paragraph.
19. To pay all royalties and license fees; to defend all suits or claims for infringement of any patent rights involved in the work of Subcontractor under this Subcontract; and to defend, indemnify and save Contractor and the other subcontractors and Owner harmless from and against any and all losses, costs, damages, liabilities, suits, actions, claims, causes of action, proceedings, demands and expenses (including, without limitation, attorneys' fees and costs) on account of such use or infringement by Subcontractor.
20. If any part of Subcontractor's work depends on proper execution or results of the work of Contractor, any other subcontractor or other separate contractor on the Project, Subcontractor shall inspect and promptly report to Contractor any apparent discrepancies or defects in such work that renders it unsuitable for such proper execution and results of this Subcontract. Failure of Subcontractor so to inspect and report shall constitute an acceptance of the work of Contractor, other subcontractors or other separate contractors as fit and proper to receive Subcontractor's work.
21. Subcontractor hereby waives the benefits of, and Subcontractor's rights under, California Civil Code Section 3262.5 and California Business and Professions Code Section 7108.5 to the fullest extent the same may be waived by Subcontractor under applicable law.

CONTRACTOR AGREES AS FOLLOWS:

- A. To engage, and does hereby engage Subcontractor to do the work described in Paragraph 1 hereof, subject to the provisions of this Subcontract.
- B. To pay Subcontractor for the full, faithful and prompt performance of this Subcontract, subject to all the terms and conditions hereof, the sum of ONE MILLION SIXTY SEVEN THOUSAND NINE HUNDRED THIRTY FOUR DOLLARS & NO CENTS (\$1,067,934).
- C. To include in Contractor's monthly estimate to Owner, the value of all work, labor and materials of Subcontractor properly incorporated into the Project, in accordance with the provisions of this Subcontract for which work estimates have been furnished by Subcontractor and approved by Contractor. Upon learning that an amount certified due the Subcontractor is different from the amount requested by Subcontractor, Contractor shall immediately so advise Subcontractor and furnish such information as the Contractor may have for the difference and as long as Subcontractor is not in default hereunder, to pay Subcontractor within seven (7) days upon receipt thereof from the Owner, the amount received by Contractor on account of Subcontractor's work to the extent of Subcontractor's interest therein.
- Payments to Subcontractor shall be made on or about the 30th day of each month for invoices received by the 25th day of the previous month for work performed and projected through the end of that previous month. Invoices received after that date will be processed as if received the next month and payment will be delayed. Insurance certificates must be received before Subcontractor starts work on the site and before payment will be issued.
- That if allowed by the General Contract, payment shall be made on account of inventory, materials or equipment not incorporated in the Project but delivered and suitably stored at the site or at some other location agreed upon in writing; such payments to be made in accordance with the terms and conditions of the General Contract.
- D. Final payment including all retention becomes due and payable within thirty (30) days after Architect's certification of final payment. At all times Subcontractor shall be paid only to the extent that Contractor has been paid by Owner on Subcontractor's account.
- Contractor will make payments on account equal to ninety percent (90%) of the value of the work completed, based upon the value of labor, services, and materials incorporated into the work or anticipated to be incorporated into the work within thirty (30) days and suitably stored at the jobsite up to the last day of the month. Retainage will be released when the project is substantially complete, the work of Subcontractor is completed and accepted by Contractor and all terms and conditions of Section 9.6 of the General Conditions have been met.
- E. If notification of any claims have been made against Subcontractor or Contractor arising out of labor or materials furnished this Project or otherwise on account of any actions or failure to act by Subcontractor in the performance of this Subcontract, Contractor may in its discretion, to the fullest extent permissible under applicable law, withhold from such amounts otherwise due or to become due hereunder a sum adequate to cover said claims and any costs or expenses arising or to arise in connection therewith pending legal settlement thereof. This right of Contractor shall not be exclusive of any other rights of Contractor herein or by law provided.
- F. The unjustified failure of Contractor to make payments as and when herein provided shall, in addition to all other rights, entitle Subcontractor to suspend all work and shipments during the continuance of such default on the part of Contractor, and shall further entitle Subcontractor to a like extension of time for the performance of the work covered by this Subcontract.
- G. Except in an emergency or to enforce safety requirements, not to issue or give any instructions, orders or directions to any employee or worker of the Subcontractor other than the persons Subcontractor has designated as the persons at the worksite having supervisory responsibility for the Subcontract work.

CONTRACTOR AND SUBCONTRACTOR AGREE AS FOLLOWS:

- (i) Contractor may direct Subcontractor in writing to make changes in Subcontractor's work. Claims for extra or changed work will be allowed only upon prior written authorization and must be based upon daily work sheets showing costs of materials, labor rates, and the hours worked. These daily work sheets must be approved each day and signed by the Contractor's superintendent. Subcontractor shall provide Contractor with written notice of any claim for delay within seven (7) days of the date when Subcontractor knew of the facts giving rise to the claim for delay; otherwise, the claim shall not be valid. NO PAYMENT SHALL BE MADE FOR EXTRA OR CHANGED WORK UNLESS AND UNTIL SUCH EXTRAS OR CHANGED WORK IS AUTHORIZED BY CONTRACTOR IN WRITING BEFORE THE EXTRA OR CHANGED WORK HAS BEGUN.

Sub Initial OW Initial

(ii) Notwithstanding any other provision of this Subcontract or any other contract document incorporated by reference herein, and notwithstanding any provisions between Contractor and Owner with respect to payment, the parties agree that payment by Owner to Contractor shall be an express condition precedent to Contractor's obligation to pay Subcontractor. That is to say, the parties clearly and unambiguously agree, notwithstanding any other language in the General Contract to the contrary, that payment by Contractor to Subcontractor is expressly contingent upon Contractor receiving its funds from the Owner. All payments to Subcontractor shall be made by the Contractor solely out of the funds actually received by the Contractor from the Owner, and from no other source whatsoever. Subcontractor acknowledges that it is sharing, to the extent of payments to be made to Subcontractor, in the risk that Owner may fail to make one or more payments to the Contractor for all or a portion of the contract work. Should any language of the General Contract or this Subcontract be found to conflict with the provision, this provision shall control.

(iii) Unless provided differently in the General Conditions, all claims, disputes and other matters in question and arising out of, or relating to, this Subcontract, or the breach thereof, except for claims which have been waived by making or acceptance of final payments, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. This contract shall be construed in accordance with, and governed under, the internal laws of the State of California without regard to conflict of law rules.

Subcontractor shall carry on the Subcontract work and maintain the schedule pending the final resolution of such claims, disputes or other matters in question, unless the Subcontract has been terminated or the Subcontract suspended as provided for in this Subcontract.

Notice of the demand for arbitration shall be filed in writing with the other party to the Subcontract and with the American Arbitration Association. The demand for arbitration shall be made as required in this Subcontract within a reasonable time after written notice of the claim, dispute or other matter in question has been given, but in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation.

If a party to this Subcontract brings a claim to recover damages as a result of a breach of this Subcontract, the prevailing party shall be entitled to recover from the party not prevailing the costs and expenses, including reasonable attorneys' fees, actually incurred by the prevailing party in prosecuting or defending the action. If the party making the claim is the prevailing party, attorneys' fees shall not exceed twenty percent (20%) of the amount recovered. If the party defending the claim is the prevailing party, the attorneys' fees shall not exceed twenty percent (20%) of the amount claimed by the claiming party. In the case of multiple claims or claims involving multiple parts, the prevailing party shall only be entitled to attorneys' fees under this provision which are attributable to the particular claim or part of claim on which the party prevailed. In addition to any other attorneys' fees and costs to which Contractor may be entitled under this Subcontract, Contractor shall also be entitled to recover from Subcontractor any and all attorneys' fees and costs incurred by Contractor in connection with Contractor's enforcement of any defense or indemnity obligations of Subcontractor under this Subcontract.

(iv) If the General Contract provides for liquidated or other damages for delay beyond the completion date set forth in the General Contract, and such damages are assessed by the Owner against the Contractor, then the Contractor may assess such damages against Subcontractor in proportion to its share in the responsibility for such delay and damage. Nothing in this paragraph shall limit the Contractor's right to claim all actual damages sustained by the Contractor as the result of Subcontractor delay.

(v) This Subcontract, together with Rider No. 1, Rider No. 2, and Rider No. 3 attached hereto and made a part hereof, including without limitation the general and special conditions referred to therein, constitutes the entire understanding of the parties and supersedes any prior proposals or agreements. No modification or amendment of this Subcontract shall be effective unless set forth in writing and signed by Contractor and Subcontractor.

(vi) If any provision of this Subcontract or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Subcontract or the application of such provision to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Subcontract shall be valid and enforceable to the fullest extent permitted by law.

(vii) All notices, demands or requests from one party to the other may be personally delivered or sent either by Federal Express or other equivalent express delivery service (marked for next business day delivery), or by mail, certified or registered, postage prepaid, to the address of the addressee set forth in this Subcontract. Notices shall be deemed received upon actual delivery to the addressee with respect to personal service, the next business day for express service delivery as described above, and three (3) days after deposit in the mail with respect to mailing as described above. Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this Section to the other party.

(viii) Subject to the restrictions on Subcontractor's right of assignment herein, this Subcontract shall be binding on an inure to the benefit of the successors and assigns of Contractor and Subcontractor.

(ix) All section or paragraph divisions, numbering and captions are for convenience of reference only, and shall not affect the interpretation or construction of this Subcontract or of any term, condition or provision hereof.

IN WITNESS WHEREOF, Contractor and Subcontractor have hereunto executed this instrument in duplicate the day and year first written above.

CONTRACTOR:

Opus West Construction Corporation,

By: 

Name: James C. Fritcher

Title: Senior Vice President Construction

Date: 6/17/05

In Presence of: 
Cindy Olsen
Project Manager

Date: 6/9/05

SUBCONTRACTOR:

Barnum & Celillo Electric, Inc.

a CALIFORNIA Corp.

By: 

Name: FRED BARNUM

Title: PRESIDENT

Date: 6-3-05

California Contractor License No.: 599724

Classification: C-10

Federal I.D. No.: 68-0227342

California Contractor License No. 509591

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 (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (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.

RIDER NO. 1

TO THE STANDARD SUBCONTRACT AGREEMENT BETWEEN OPUS WEST CONSTRUCTION CORPORATION AND BARNUM & CELILLO ELECTRIC, INC. DATED MAY 27, 2005.

SCOPE OF WORK

PROMENADE @ NATOMAS
3900 GATEWAY PARK BLVD SACRAMENTO, CA 95834

GENERAL

Subcontractor agrees to furnish all labor, materials, skill and equipment necessary or required, and to perform all work necessary for completion of all Onsite Lighting and Site Electrical work for the North & South Commercial Phases of the project, complete and in accordance with the plans, specifications, and other Contract Documents, all as listed in Rider #2 of this agreement, and subject to the following modifications, clarifications, exclusions and exceptions:

A. MODIFICATIONS & CLARIFICATIONS TO CONTRACT SCOPE

1. Provide supervision, material, labor and equipment required to furnish and install site lighting and site electrical work complete.
2. Furnish and install site light fixtures.
3. Furnish and install site lighting concrete footings, branch wiring, and service pedestals.
4. Furnish and install circuit and connection to onsite irrigation controllers and pumps.
5. Furnish and install irrigation controllers and pump service pedestals.
6. Furnish and install sign circuits and junction boxes.
7. Furnish PIV, OS&Y, and DDCV conduit to be installed by others. Includes installation of pull lines in conduits with up to (3) move-ins.
8. Furnish and install conduit and sleeving for site lighting and electrical work per plans and specifications.
9. Provide all loading and unloading necessary for this portion of work.
10. Includes coordination of work with other trades.
11. Subcontractor is required to keep apprised of the progress of the work and to perform their work in order to maintain Contractor's project schedule.
12. Provide dust control and traffic control for Subcontractor's work only.
13. Includes coordination of testing and inspection with the local jurisdiction and special inspectors as required.
14. Provide all layout for this scope of work.
15. Includes trenching, backfill, and compaction. Surplus spoils from excavation to be stockpiled onsite at an area designated by Opus Superintendent.
16. Subcontractor to provide temporary water, power and dumpsters for own work.
17. Subcontractor must comply with Opus SWPPP program.
18. Furnish as-built drawings at turnover.
19. Subcontractor shall follow and abide by the terms and conditions of the Project Labor Agreement for Promenade at Natomas Project dated September 23, 2004. Contractor reserves the sole right to exclude covered work per PLA article 3.2.11.


BARNUM & CELILLO ELECTRIC, INC.


OPUS WEST CONSTRUCTION CORPORATION

20. Target Corporation shall have the right to assume this subcontract agreement and complete the work should the Contractor, Opus West Construction Corporation, fail to complete the work in accordance with the Site Development Agreement between Target Corporation and Opus West Corporation. Any assignment of the subcontract shall require the written approval of the Subcontractor, which shall not be unreasonable. Notwithstanding anything to the contrary set forth in the subcontract or other contract documents, the subcontractor shall consent to the assignment of the subcontractor to the Assignee "Target Corporation" but the undersigned shall not be obligated to perform under the subcontract unless the undersigned has been paid in full for all work, labor and materials previously furnished in accordance with the terms of the Subcontract. In the event Assignee requests the undersigned to perform or furnish any work, labor or materials under the Subcontract, Assignee agrees to pay the undersigned for all such work, labor and materials in accordance with the terms agreement.

B. EXCLUSIONS & EXCEPTIONS

1. General Building Permit and Fees.
2. Joint Trench Work.
3. Offsite work.
4. Surveying and staking.

C. CONTRACT RECAP

1. Phase I and II
2. PIV and OS&Y

\$1,059,108.00
\$ 8,826.00
\$1,067,934.00

CONTRACT TOTAL

D. ALTERNATES

N/A

E. UNIT PRICING

N/A

F. LABOR

Regular Rate:

Journeyman \$ 69.96/hr Foreman Electrician \$75.24/hr 70% Apprentice Electrician \$54.12/hr

Overtime Rate:

Journeyman \$96.36/hr Foreman Electrician \$104.28/hr 70% Apprentice Electrician \$72.60/hr

G. SCHEDULE

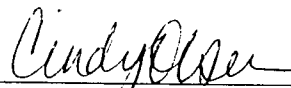
In accordance with Opus Promenade Schedule dated 5/5/05 and the Contractor's Field Superintendent's two and three week schedules.

H. SCHEDULE OF VALUES

N/A



BARNUM & CELILLO ELECTRIC, INC.



OPUS WEST CONSTRUCTION CORPORATION

RIDER NO. 2

TO THE STANDARD SUBCONTRACT AGREEMENT BETWEEN OPUS WEST CONSTRUCTION CORPORATION AND BARNUM & CELILLO ELECTRIC, INC. DATED MAY 27, 2005.

CONTRACT DOCUMENTS

PROMENADE @ NATOMAS
3900 GATEWAY PARK BLVD SACRAMENTO, CA 95834

A. DRAWINGS:

PHASE 1: NORTH COMMERCIAL - DRAWING LIST

PAGE	SHEET TITLE	DATE
<u>CIVIL:</u>		
1	T1 Title Sheet	03/09/05
2	T2 General Notes	03/09/05
3	D1 Demolition Plan	03/09/05
4	HC1 Horizontal Control Plan: Entry Monument	03/09/05
5	HC2 Horizontal Control Plan: North Commercial	03/09/05
6	HC3 Horizontal Control Plan: North Commercial	03/09/05
7	HC4 Horizontal Control Plan: North Commercial	03/09/05
8	HC5 Horizontal Control Plan: North Commercial	03/09/05
9	HC6 Horizontal Control Plan: North Commercial	03/09/05
10	HC7 Horizontal Control Plan: North Commercial	03/09/05
11	G1 Grading Plan: Entry Monument	03/09/05
12	G2 Grading Plan: North Commercial	03/09/05
13	G3 Grading Plan: North Commercial	03/09/05
14	G4 Grading Plan: North Commercial	03/09/05
15	G5 Grading Plan: North Commercial	03/09/05
16	G6 Grading Plan: North Commercial	03/09/05
17	G7 Grading Plan: North Commercial	03/09/05
18	S1 Storm Drain and Sanitary Sewer Plan: Entry Monument	03/09/05
19	S2 Storm Drain and Sanitary Sewer Plan: North Commercial	03/09/05
20	S3 Storm Drain and Sanitary Sewer Plan: North Commercial	03/09/05
21	S4 Storm Drain and Sanitary Sewer Plan: North Commercial	03/09/05
22	S5 Storm Drain and Sanitary Sewer Plan: North Commercial	03/09/05
23	S6 Storm Drain and Sanitary Sewer Plan: North Commercial	03/09/05
24	S7 Storm Drain and Sanitary Sewer Plan: North Commercial	03/09/05
25	W1 Water Plan: Entry Monument	03/22/05
26	W2 Water Plan: North Commercial	03/22/05
27	W3 Water Plan: North Commercial	03/09/05
28	W4 Water Plan: North Commercial	03/09/05
29	W5 Water Plan: North Commercial	03/09/05
30	W6 Water Plan: North Commercial	03/22/05
31	W7 Water Plan: North Commercial	03/09/05
32	FA1 Fire Access Plan: North Commercial	03/09/05
33	FA2 Fire Access Plan: North Commercial	03/09/05
34	FA3 Fire Access Plan: North Commercial	03/09/05
35	FA4 Fire Access Plan: North Commercial	03/09/05
36	FA5 Fire Access Plan: North Commercial	03/09/05
37	FA6 Fire Access Plan: North Commercial	03/09/05
38	DT1 Construction Details	03/09/05
39	DT2 Construction Details	03/09/05
40	EC1 Erosion Control Notes and Details	03/09/05
41	EC2 Erosion Control Plan	03/09/05


BARNUM & CELILLO ELECTRIC, INC.


OPUS WEST CONSTRUCTION CORPORATION

ARCHITECTURE:

42	AR 1.0	Overall Site Plan	No Date
43 - 48	AR 1.1 - 1.6	Enlarged Site Plans	02/02/05
49	AD1.0	Misc. Site Details	02/02/05
50	AD2.0	Mitigation Monitoring Plan	No Date
51	AD2.1	Mitigation Monitoring Plan	No Date

LANDSCAPE:

52 - 58	L1.1 - L1.6	Irrigation Plans	03/04/05
59	L1.7	Irrigation Legend and Notes	03/04/05
60	L1.8	Irrigation Details	03/04/05
61 - 67	L2.1 - L2.6	Planting Plans	03/04/05
68	L2.7	Construction Details	03/04/05
67	L2.8	Planting Details	03/04/05

ELECTRICAL:

68	ES-1	Symbols List, Fixture Schedule, Floor Plan - Lighting, & Detail	12/14/04
69	ES-2	One Line Diagram, Details, & Panel Schedules	12/14/04
70	ES-3	Site Plan - Utilities	12/14/04
70	ES-4	Site Plan - Lighting	12/14/04
71	ES-5	Site Plan - Photometric Print Out	12/14/04

PHASE 2: SOUTH COMMERCIAL - DRAWING LIST

CIVIL:

1	T1	Title Sheet	03/24/05
2	T2	General Notes	03/24/05
3	HC1	Horizontal Control Plan: South Commercial	03/24/05
4	HC2	Horizontal Control Plan: South Commercial	03/24/05
5	G1	Grading Plan: South Commercial	03/24/05
6	G2	Grading Plan: South Commercial	03/24/05
7	S1	Storm Drain and Sanitary Sewer Plan: South Commercial	03/24/05
8	S2	Storm Drain and Sanitary Sewer Plan: South Commercial	03/24/05
9	W1	Water Plan: South Commercial	03/24/05
10	W2	Water Plan: South Commercial	03/24/05
11	FA1	Fire Access Plan: South Commercial	03/24/05
12	FA2	Fire Access Plan: South Commercial	03/24/05
13	DT1	Construction Details	03/24/05
14	DT2	Construction Details	03/24/05
15	EC1	Erosion Control Notes and Details	03/24/05
16	EC2	Erosion Control Plan	03/24/05

ARCHITECTURE:

17	AR 1.0	Overall Site Plan	No Date
18-19	AR 1.1 - 1.2	Enlarged Site Plans	No Date
20	AD 1.0	Misc. Site Details	No Date
21-22	AD 2.0 - 2.1	Mitigation Monitoring Plan	No Date

LANDSCAPE:

23	L1.1	Irrigation Plans	03/23/05
24	L1.2	Irrigation Legend and Notes	03/23/05
25	L1.3	Irrigation Details	03/23/05


BARNUM & CELILLO ELECTRIC, INC.
OPUS WEST CONSTRUCTION CORPORATION

26	L2.1	Planting Plans	03/23/05
27	L2.2	Planting Details	03/23/05

ELECTRICAL:


28	ES1	Symbols List, Fixture Schedule, Floor Plan - Lighting, & Detail	03/04/05
29	ES2	Site Plan - Utilities	03/04/05
30	ES3	Site Plan - Lighting	03/04/05
31	ES4	Site Plan - Photometric Print Out	03/04/05

B. SPECIFICATIONS/DATA:

N/A

C. GEOTECHNICAL REPORTS:

1. Geotechnical Engineering Report by Wallace-Kuhl and Associates dated March 12, 2004.


BARNUM & CELILLO ELECTRIC, INC.
OPUS WEST CONSTRUCTION CORPORATION

TO THE STANDARD SUBCONTRACT AGREEMENT BETWEEN OPUS WEST CONSTRUCTION CORPORATION AND BARNUM & CELILLO ELECTRIC, INC. DATED MAY 27, 2005.

NOTES:

1. THIS SUBDIVISION CONTAINS 126.23 ACRES, CROSS
2. ALL CURVES SHOWN HEREON ARE DIMENSIONED WITH RADIUS, DELTA AND ARC LENGTH. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. DISCREPANCIES BETWEEN THE SUM OF INDIVIDUAL LANE OR CURVE SEGMENTS AND THE OVERALL QUANTITIES ARE DUE TO ROUNDING.
4. THE LOTS/PARCELS CREATED BY THIS MAP SHALL BE DEVELOPED IN ACCORDANCE WITH RECORDED AGREEMENT FOR CONVEYANCE OF EASEMENTS PER OR _____ OR _____.
5. LOT 21 SHALL BE GRANTED L&D IN FEE TITLE TO THE CITY OF SACRAMENTO FOR A PUMP STATION SITE.
6. LOT 23 SHALL BE GRANTED L&D IN FEE TITLE TO RECLAMATION DISTRICT 1236.

LEGEND

- DIMENSION POINT
- FOUND MONUMENT WELL
- FOUND AS NOTED
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED L.S. 5280
- FOUND REBAR R.C.E. 16047
- SET MONUMENT WELL PER CITY STANDARDS STAMPED L.S. 7537
- SET 2-1/2" MAG NAIL WITH 1" DIAMETER DISK STAMPED L.S. 7537
- SET 5/8" REBAR WITH PLASTIC CAP, OF SCREW AT PROJECTION AT BACK OF WALK, OF 2-1/2" MAG NAIL WITH 1" DIAMETER DISK STAMPED L.S. 7537
- (P) RADIAL LINE
- ACCESS PROHIBITED PER GRANT DEED 88-09-24 OR S.D.
- P.M. PARCEL MAP BOOK & PAGE SACRAMENTO COUNTY RECORDS
- R.S. RECORD OF SURVEY BOOK & PAGE SACRAMENTO COUNTY RECORDS
- B.M. FINAL MAP BOOK & PAGE, SACRAMENTO COUNTY RECORDS
- O.R. SACRAMENTO COUNTY OFFICIAL RECORDS BOOK AND PAGE
- (1) RECORD DATA PER 1.2 P.M. 16
- (2) RECORD DATA PER 1.46 P.M. 2
- (3) RECORD DATA PER 57 P.S. 18
- (4) RECORD DATA PER 77 P.S. 13

BASIS OF BEARINGS:
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 2 (NAD83 1991.33), AND IS IDENTICAL WITH THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 57 OF SURVEYS, AT PAGE 16, SACRAMENTO COUNTY OFFICIAL RECORDS, BASED UPON FOUND MONUMENTS AS SHOWN HEREON, I.E. NATOMAS.

**FINAL MAP OF
PROMENADE AT NATOMAS
SUBDIVISION NO. P00-033**

ALL THAT PORTION OF THE WEST HALF OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 4 EAST, M.D.B. & M., AS DESCRIBED IN THE NOTES OF SWAMPLAND SURVEY NO. 433, RECORDED IN BOOK NO. 2, RECORD OF SWAMPLAND SURVEYS, SACRAMENTO COUNTY RECORDS.

CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, CALIFORNIA
MARCH, 2005
SHEET 2 OF 7

PRELIMINARY COPY

GE. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Surveyors
1000 MARKET STREET, SUITE 100, SACRAMENTO, CA 95811
(916) 441-1111 FAX (916) 441-1112

SECOND SUBMITTAL 2/18/05

Cindy Glau

 OPUS WEST CONSTRUCTION CORPORATION

**BARNUM & CELILLO
ELECTRIC, INC.***A Hands On Commitment From
Conception to Completion*3900 Taylor Street
Sacramento, CA 95838-3372
License # 599724**Prime Contract Audit**

11/05/09

Job# 2815 to 2815

Job	Record#	Trans#	Date	Description	Open/Review Requested Change	Approved Contract
2815 - Promenade @ Natomas						1,067,934.00
Change Orders:						
	6083	1	06/15/2005	OPUS CO #1		1,333,439.00
	6197	2R	07/18/2005	BCE CO #02R-Opus CO #3		222,146.00
	6245	3	07/20/2005	BCE CO #03-Opus CO #3		10,937.00
	6246	4	07/20/2005	BCE CO #04-Opus CO #3		3,535.00
	6247	5	07/20/2005	BCE CO #05-Opus CO #3		6,918.00
	6248	6-VOID	03/27/2006	BCE Change Order #06-VOID	0.01	
	6249	7	07/20/2005	BCE CO #07-Opus CO #3		31,111.00
	6337	8-VOID	08/22/2005	BCE Change Order #08-VOID	0.01	
	6410	CLIENT 2	08/31/2005	OPUS CHANGE ORDER #2	0.01	
	6493	9	09/21/2005	BCE CO #09-Opus CO #3		248,828.00
	6578	10	10/03/2005	BCE CO #10-OPUS CO #5		7,130.00
	6595	11	10/07/2005	BCE CO #11-OPUS CO #4		70,008.00
	6675	12	11/10/2005	BCE CO #12-OPUS CO #4		149,071.00
	6676	13	11/10/2005	BCE CO #13-OPUS CO #4		64,445.00
	6816	14	11/28/2005	BCE CO #14-OPUS CO #4		783.00
	6817	15	11/28/2005	BCE CO #15-OPUS CO #4		5,942.00
	6818	16	11/28/2005	BCE CO #16-OPUS CO #4		30,827.00
	6819	17	11/28/2005	BCE CO #17-OPUS CO #4		1,110.00
	6820	18	11/28/2005	BCE CO #18-OPUS CO #4		5,711.00
	6821	19	11/28/2005	BCE CO #19-OPUS CO #4		2,876.00
	6822	20	11/28/2005	BCE CO #20-OPUS CO #4		974.00
	6823	21	11/28/2005	BCE CO #21-OPUS CO #4		9,833.00
	6824	22	11/28/2005	BCE CO #22-OPUS CO #4		341.00
	6825	23	11/28/2005	BCE CO #23-OPUS CO #4		2,090.00
	6826	24-VOID	01/29/2007	BCE Change Order #24-VOID	0.01	
	6827	25	11/28/2005	BCE CO #25-OPUS CO #4		5,690.00
	6828	26	11/28/2005	BCE CO #26-OPUS CO #4		9,608.00
	7127	27	01/27/2006	BCE CO #27-OPUS CO #5		3,137.00
	7144	28	01/30/2006	BCE CO #28-OPUS CO #5		4,705.00
	7145	29-VOID	01/29/2007	BCE CO #29-VOID	0.01	
	7146	30	01/30/2006	BCE CO #30-OPUS CO #5		3,004.00
	7147	31	01/30/2006	BCE CO #31-OPUS CO #7		1,377.00
	7148	32-VOID	01/29/2007	BCE Change Order #32-VOID	0.01	
	7149	33	01/30/2006	BCE CO #33-OPUS CO #5		1,076.00
	7150	34	01/30/2006	BCE CO #34-OPUS CO #5		1,350.00
	7151	35	01/30/2006	BCE CO #35-OPUS CO #5		700.00

Continued...

Job	Record#	Trans#	Date	Description	Open/Review Requested Change	Approved Contract
7152		36-VOID	01/29/2007	BCE Change Order #36-VOID	0.01	
7153		37	01/30/2006	BCE CO #37-Opus CO #7		7,257.00
7154		38	01/30/2006	BCE CO #38-Opus CO #7		9,922.00
7155		39	01/30/2006	BCE CO #39-Opus CO #7		9,606.00
7156		40-VOID	01/29/2007	BCE Change Order #40-VOID	0.01	
7157		41	01/30/2006	BCE CO #41-Opus CO #7		10,734.00
7158		42	01/30/2006	BCE CO #42-OPUS#6		1,916.00
7159		43	01/30/2006	BCE CO #43-Opus CO #7		11,281.00
7160		44	01/30/2006	BCE CO #44-OPUS CO #5		5,177.00
7161		45-VOID	01/29/2007	BCE Change Order #45-VOID	0.01	
7162		46-R1	04/27/2006	BCE CO #46R1-Opus CO #7		7,698.00
7163		47	01/30/2006	BCE CO #47-OPUS CO #5		2,583.00
7216		48	02/20/2006	BCE CO #48-OPUS CO #5		37,765.00
7217		49	02/20/2006	BCE CO #49-OPUS CO #5		10,257.00
7218		50	02/20/2006	BCE CO #50-Opus CO #7		2,210.00
7219		51-R1	04/27/2006	BCE CO #51R1-OPUS CO #7		1,322.00
7220		52-R1	04/12/2006	BCE CO #52R1-OPUS #6		4,732.00
7226		53	02/21/2006	BCE CO #53-OPUS CO #5		3,055.00
7353		54	03/13/2006	BCE CO #54-OPUS CO #5		-1,984.00
7356		55-R1	04/27/2006	BCE CO #55R1-OPUS #6		45,710.00
7357		56-R1	03/21/2006	BCE CO #56R-OPUS CO #5		4,239.00
7373		57-MOVE	03/16/2006	BCE Change Order #57-MOVE	0.01	
7374		58-VOID	04/25/2006	BCE Change Order #58-VOID	0.01	
7506		59-VOID	04/25/2006	BCE Change Order #59-VOID	0.01	
7507		60	04/12/2006	BCE CO #60-OPUS #6		1,746.00
7519		61	04/14/2006	BCE CO #61R-OPUS CO #7		1,915.00
7536		62	04/24/2006	BCE CO #62-OPUS #6		2,223.00
7537		63-VOID	01/29/2007	BCE Change Order #63-VOID	0.01	
7631		64	05/10/2006	BCE CO #64-OPUS CO #7		-12,188.00
7632		65	05/10/2006	BCE CO #65-OPUS CO #7		-1,462.00
7733		66-VOID	06/05/2006	BCE Change Order #66-VOID	0.01	
8110		67-MOVE	09/14/2006	BCE Change Order #67-MOVE	0.01	
8392		68-VOID	11/16/2006	BCE Change Order #68-VOID	0.01	

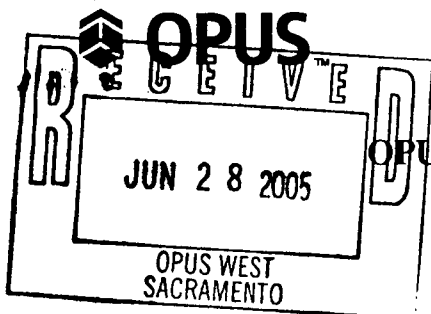
Total Changes:	0.16	2,404,416.00
New Contract Total:	3,472,350.16	3,472,350.00

Invoices:

8817	2815-JUNE	06/30/2005	Progress Billing# 1	212,850.00
8934	2815-JULY	07/31/2005	Progress Billing# 2	933,985.74
9062	2815-AUG	08/31/2005	Progress Billing# 3	453,487.70
9215	2815-SEPT	09/30/2005	Progress Billing# 4	785,798.56
9357	2815-OCT	10/31/2005	Progress Billing# 5	455,067.27
9524	2815-NOV	11/30/2005	Progress Billing# 6	83,658.73
9580	2815-DEC	12/31/2005	Progress Billing# 7	348,889.94
9635	2815-CR	12/31/2005	Progress Billing# 8	-15,946.00

Continued...

Job	Record#	Trans#	Date	Description	Open/Review Requested Change	Approved Contract
	9745	2815-JAN	01/31/2006	Progress Billing# 9		10,419.00
	9953	2815-FEB	02/28/2006	Progress Billing# 10		15,946.06
	9980	2815-APR	04/30/2006	Progress Billing# 11		82,194.00
	10088	2815-MAY	05/31/2006	Progress Billing# 12		56,327.00
	10812	2815-NOV06	11/30/2006	Progress Billing# 13		49,672.00
Total Invoices:						3,472,350.00
Balance On Contract:					0.16	



326.000 / See Below
Site Electrical

OPUS WEST CONSTRUCTION CORPORATION
DESIGNERS * BUILDERS * DEVELOPERS

SUBCONTRACT CHANGE ORDER

2275

TO: Barnum & Celillo Electric, Inc. PROJECT: Promenade @ Natomas
3900 Taylor Street 2150 River Plaza Drive, Suite 255
Sacramento, CA 95838 Sacramento, CA 95833
mailing _____

CHANGE ORDER NUMBER: 1 DATE: June 15, 2005

The following change shall be added to and become part of the Standard Subcontract Agreement dated May 27, 2005.

1. Furnish & install Joint Trench work complete including, but not limited to trenching, electrical conduits, gas piping, and phone conduits per Bid Package C dated May 12, 2005, Addendums 1-3, and SMUD/Pacific Bell Commitment Drawings dated May 9, 2005. Includes all transformer pads and (8) bollards.

Add.....\$1,333,439.00

Unit Pricing for additional work units requested by contractor as follows:

- | | |
|------------------------|------------------|
| 1. Gas Piping: | <u>Unit Cost</u> |
| 2" in Joint Trench | \$6.78/LF |
| 4" in Joint Trench | \$15.82/LF |
| 6" in Joint Trench | \$20.34/LF |
| 2" in Own Trench | \$12.43/LF |
| 2. Electrical Conduit: | |
| (1-4 inch conduit) | \$3.85/LF |
| 3. Phone Conduit: | |
| (1-4 inch conduit) | \$3.85/LF |

Total this change order \$1,333,439.00

CONTRACT SUMMARY					
Job #	Division	Cost Code	Previous Amount	This Change Order	Current Contract Amount
326.003	B10	16100	\$1,067,934.00	\$0	\$1,067,934.00 ✓
326.005	A10	02610	\$0	\$533,376.00	\$533,376.00
326.003	B10	02600	\$0	\$800,063.00	\$800,063.00

Increase this Change Order	\$ 1,333,439.00 ✓
Contract amount including previous Change Order	\$ 1,067,934.00 ✓
Contract Amount to Date	\$ 2,401,373.00 ✓

ACKNOWLEDGMENT

Please sign and return three copies

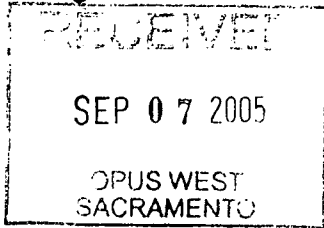
BARNUM & CELILLO ELECTRIC, INC. / DATE

OPUS WEST CONSTRUCTION CORPORATION / DATE

Completion date of original contract will not be adjusted, unless noted. This change order number is to be referenced on all application for payments.

2150 River Plaza Drive, Suite 255 - Sacramento, California 95833 - (916) 567-6900 FAX (916) 567-6909

original accounting manager field file



326.000 / See Below
Site Electrical

OPUS WEST CONSTRUCTION CORPORATION
DESIGNERS * BUILDERS * DEVELOPERS

SUBCONTRACT CHANGE ORDER

2315

TO: Barnum & Celillo Electric, Inc. PROJECT: Promenade @ Natomas
3900 Taylor Street 2150 River Plaza Drive, Suite 255
Sacramento, CA 95838 Sacramento, CA 95833
mailing _____

CHANGE ORDER NUMBER: 2 DATE: August 31, 2005

The following change shall be added to and become part of the Standard Subcontract Agreement dated May 27, 2005.

1. Add for joint trench work to offsite job# 326.005/A10/02610. Add\$800,063.00
2. Deduct for joint trench work from onsite job# 326.003/B10/02600. Deduct (\$800,063.00)

Total this change order \$0.00

CONTRACT SUMMARY					
Job #	Division	Cost Code	Previous Amount	This Change Order	Current Contract Amount
326.003	B10	16100	\$1,067,934.00	\$0	\$1,067,934.00
326.005	A10	02610	\$533,376.00	\$800,063.00	\$1,333,439.00
326.003	B10	02600	\$800,063.00	(\$800,063.00)	\$0.00

Increase this Change Order	\$ 0.00
Contract amount including previous Change Order	\$ 2,401,373.00
Contract Amount to Date	\$ 2,401,373.00

ACKNOWLEDGMENT

Please sign and return three copies

BARNUM & CELILLO ELECTRIC, INC. / DATE

OPUS WEST CONSTRUCTION CORPORATION / DATE 9/13/05

Completion date of original contract will not be adjusted, unless noted. This change order number is to be referenced on all application for payments.

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original accounting manager field file



J P 26 2005

2815

OPUS WEST
SACRAMENTO326.000 / See Below
Site Electrical**OPUS WEST CONSTRUCTION CORPORATION**
DESIGNERS * BUILDERS * DEVELOPERS**SUBCONTRACT CHANGE ORDER**

2715

TO: Barnum & Celillo Electric, Inc.
3900 Taylor Street
Sacramento, CA 95838PROJECT: Promenade @ Natomas
2150 River Plaza Drive, Suite 255
Sacramento, CA 95833

mailing _____

CHANGE ORDER NUMBER: 3 DATE: September 6, 2005

The following change shall be added to and become part of the Standard Subcontract Agreement dated May 27, 2005.

1. Provide all material, labor, supervision, and equipment required to furnish & install additional gas lines per PG&E drawings dated 06/28/05. Includes tees, reducers, fittings, fusion welds, tie-ins to existing gas lines, landscape repair, traffic control, shoring, patching, engineering & drawings for a complete installation. (BCE C.O. #02) Add \$222,146.00
2. Provide all material, labor, supervision and equipment required to furnish & install 4 type "1K3H" poles, heads, and circuits along east property line and relocate 1 type "4K3" fixture. (BCE C.O. #03) Add \$10,937.00
3. Provide all material, labor, supervision and equipment required to delete, add, and relocate parking lot lights per Delta 5 plan changes. (BCE C.O. #04) Add \$3,535.00
4. Provide all material, labor, supervision, and equipment required to furnish & install Phase 3 site lighting and electrical work per plans dated 08/24/05. Add \$248,828.00
5. Provide all material labor, supervision, and equipment required to relocate electrical for signs at North Freeway entrance and add feed to sign at North Freeway east exit per Delta 6 changes to plans. (BCE C.O. #05) Add \$6,918.00
6. Provide all material, labor, supervision, and equipment required to make the following changes to the SMUD and SBC Utility Sytems:
 - a. Delete (5) SBC 4878 Vaults.
 - b. Add (2) SBC PTS 65 Vaults.
 - c. Relocate (2) #7 SMUD vaults including additional conduit and trenching.(BCE C.O. #07) Add 31,111.00

Total this change order

\$523,475.00


CONTRACT SUMMARY

Job #	Division	Cost Code	Previous Amount	This Change Order	Current Contract Amount
326.003	B10	16100	\$1,067,934.00	\$270,218.00	\$1,338,152.00
326.005	A10	02610	\$1,333,439.00	\$253,257.00	\$1,586,696.00

Increase this Change Order	\$ 523,475.00
Contract amount including previous Change Order	\$ 2,401,373.00
Contract Amount to Date	\$ 2,924,848.00

ACKNOWLEDGMENT

Please sign and return three copies

 9-23-05
BARNUM & CELILLO ELECTRIC, INC. / DATE

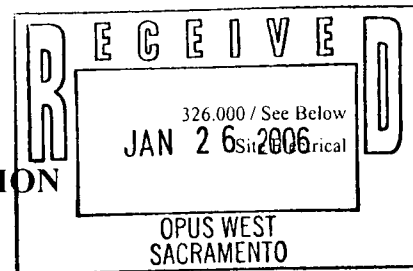
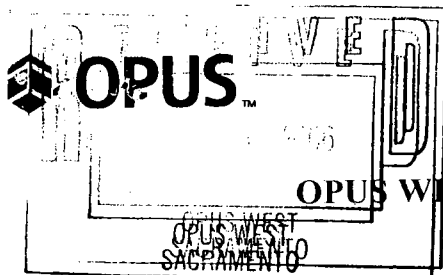
 9/26/05
OPUS WEST CONSTRUCTION CORPORATION / DATE

Completion date of original contract will not be adjusted, unless noted. This change order number is to be referenced on all application for payments.

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original accounting manager field file





OPUS WEST CONSTRUCTION CORPORATION
DESIGNERS * BUILDERS * DEVELOPERS
SUBCONTRACT CHANGE ORDER

TO: Barnum & Celillo Electric, Inc. PROJECT: Promenade @ Natomas
3900 Taylor Street 2150 River Plaza Drive, Suite 255
Sacramento, CA 95838 Sacramento, CA 95833

mailing

CHANGE ORDER NUMBER: 4 DATE: January 10, 2006

The following change shall be added to and become part of the Standard Subcontract Agreement dated May 27, 2005.

Provide all material, labor, equipment & supervision required to perform the following additional work:

1. Furnish & install offsite electrical work to public and private pumps and controllers. (BCE C.O. #12) 005 Add.....\$149,071.00 ✓ 121,304
2. Furnish & install additional Phase 3 joint trench work to clear wet utilities, grease traps, site structures, etc. (BCE C.O. #13) 005 Add.....\$64,445.00 ✓ 44,627
3. Dig & re-pipe phone to Opus trailer. (BCE C.O. #14) 003 Add.....\$783.00 ✓ 611
4. Additional trenching for S1 and S2 gas line staked after joint trench work. Includes additional phone conduit, vault and gas lines to parcel P9. (BCE C.O. #15) 005 Add.....\$5,942.00 ✓ 2327
5. Premium time to install joint trench along roads required due to sewer delays. (BCE C.O. #16) 005 Add.....\$30,827.00 ✓ 23946
6. Relocate temporary power poles around Southwest end of project for joint trench installation. (BCE C.O. #17) 005 Add.....\$1,110.00 ✓ 893
7. Premium time to install gas line for Phase 2 and North Freeway Blvd. (BCE C.O. #18) Add.....\$5,711.00 ✓ 4413
8. Relocate gas line at Pad P-1 due to transformer changes required at new lift station location. (BCE C.O. #19) 005 Add.....\$2,876.00 ✓ 2350
9. Relocate power and phone conduit to 12" below new storm line for building A. (BCE C.O. #20) 005 Add.....\$974.00 ✓ 776
10. Furnish & install sleeves with slurry backfill across roads for future pumps due to pending pump location changes. (BCE C.O. #21) 005 Add.....\$9,833.00 ✓ 1282
11. Repairs required to joint trench conduits damaged by buildings plumbers during sewer tie-ins. (BCE C.O. #22) 003 Add.....\$341.00 ✓ 231
12. Furnish & install slurry backfill for conduits where area was over-paved in Phase 2. (BCE C.O. #23) 005 Add.....\$2,090.00 ✓ 136
13. Furnish and install different vaults and boxes for joint trench power due to inspector changes in field, changed from approved plans and previous inspector acceptance. (BCE C.O. #25) 005 Add.....\$5,690.00 ✓ 1470
14. Furnish & install additional SBC and SMUD vaults and relocate conduits to miss grease traps per revised Phase 3 site plans by G.C. Wallace. (BCE C.O. #26) 005 Add.....\$9,608.00 ✓ 1520
15. Furnish & install power to pylon signs including pedestals, sub panel, conduit and conductors, cutting and patching of asphalt per approved Phase 2 electrical plans ES_1 and ES-2 dated 12/15/05. (BCE C.O. #11) 003 Add.....\$70,008.00 ✓ 32983

Total this change order

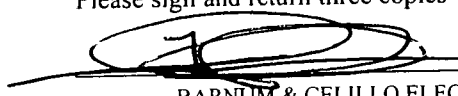
\$359,309.00

CONTRACT SUMMARY					
Job #	Division	Cost Code	Previous Amount	This Change Order	Current Contract Amount
326.003	B10	16100	\$1,338,152.00	\$71,132.00	\$1,409,284.00
326.005	A10	02610	\$1,586,696.00	\$288,177.00	\$1,874,873.00

Increase this Change Order	\$ 359,309.00
Contract amount including previous Change Order	\$ 2,924,848.00
Contract Amount to Date	\$ 3,284,157.00

ACKNOWLEDGMENT

Please sign and return three copies



1-25-06

BARNUM & CELILLO ELECTRIC, INC. / DATE

 1-26-06

OPUS WEST CONSTRUCTION CORPORATION / DATE

Completion date of original contract will not be adjusted, unless noted. This change order number is to be referenced on all application for payments.

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BARNUM & CELILLO ELECTRIC



326.000 / See Below
Site Electrical

OPUS WEST CONSTRUCTION CORPORATION
DESIGNERS * BUILDERS * DEVELOPERS

SUBCONTRACT CHANGE ORDER

TO: Barnum & Celillo Electric, Inc. PROJECT: Promenade @ Natomas
3900 Taylor Street 2150 River Plaza Drive, Suite 255
Sacramento, CA 95838 Sacramento, CA 95833
mailing _____

CHANGE ORDER NUMBER: 5 DATE: March 31, 2006

The following change shall be added to and become part of the Standard Subcontract Agreement dated May 27, 2005.

Provide all material, labor, equipment & supervision required to perform the following additional work:

- 5' 1. Lower existing telephone company and SMUD vaults for temporary driveway into Coral Business Center (BCE C.O. #10). Add \$7,130.00 PCE
- 10' 2. Overtime for installation of Phase 3 joint trench to meet SMUD dates (BCE C.O. #28). Add \$4,705.00
- 10' 3. Adjust SMUD vault at new driveway into Coral Business Park (BCE C.O. #27). Add \$3,137.00 PCE
- 5' 3' 4. Extend 4" conduit from Building A site to Building B site for future joint trench needs. (BCE C.O. #30). Add \$3,004.00
- ✓ 5. Four days rental on fusion machine for gas line due to site coordination issues and delay to gas line install if machine was returned (BCE C.O. #33). Add \$1,076.00
- ✓ 6. Repair gas line behind Target damaged by loading dock footing excavation (BCE C.O. #34). Add \$1,350.00
- PN 119 7. Reroute electrical conduits and vault at corner of building M7 due to building corner staking error (BCE C.O. #44). Add \$5,177.00
- ✓ 8. Rerun 300 feet of electrical conduit to building M9 to new electrical room location (BCE C.O. #47). Add \$2,583.00
- ✓ 9. Rework gas line under temporary water line for proper clearance (BCE C.O. #35). Add \$700.00
- ✓ 10. Bore and replace conduit and irrigation waterline damaged during construction (BCE C.O. #53). Add \$3,055.00 PCE
- 5' 5' 5' 11. Clear out water and repair gas line behind North Commercial buildings due to damage by paving Subcontractor (BCE C.O. #48). Add \$37,765.00
- 5' 12. Install conduit for street light pedestal on North Freeway not shown on plans (BCE C.O. #49). Add \$10,257.00
- PN 114 13. Repair conduits damaged by drill when signage was installed in parking lot (BCE C.O. #56R1). Add \$4,239.00
- 1' 12 14. Delete two electrical panels for pylon signs furnished by others. (BCE C.O. #54). Deduct (\$1,984.00) PCE

Total this change order

\$82,194.00

CONTRACT SUMMARY					
Job #	Division (Area Code)	Cost Code	Previous Amount	This Change Order	Current Contract Amount
9732603	16175	1610000	\$1,409,284.00	\$13,070.00	\$1,422,354.00
9732605	16175	0261000	\$1,874,873.00	\$69,124.00	\$1,943,997.00

Increase this Change Order	\$ 82,194.00
Contract amount including previous Change Order	\$ 3,284,157.00
Contract Amount to Date	\$ 3,366,351.00

ACKNOWLEDGMENT

Please sign and return three copies

BARNUM & CELILLO ELECTRIC, INC. / DATE_____
OPUS WEST CONSTRUCTION CORPORATION / DATE

Completion date of original contract will not be adjusted, unless noted. This change order number is to be referenced on all application for payments.

2150 River Plaza Drive, Suite 255 - Sacramento, California 95833 - (916) 567-6900 FAX (916) 567-6909

original accounting manager field file

4742 North 24th Street - Phoenix, Arizona 85016 - (602) 468-7000 - FAX (602) 468-7045

original accounting field file



326.000 / See Below
Site Electrical

OPUS WEST CONSTRUCTION CORPORATION
DESIGNERS • BUILDERS • DEVELOPERS

SUBCONTRACT CHANGE ORDER

TO: Barnum & Celillo Electric, Inc. PROJECT: Promenade @ Natomas
3900 Taylor Street 2150 River Plaza Drive, Suite 255
Sacramento, CA 95838 Sacramento, CA 95833
mailing _____

CHANGE ORDER NUMBER: 6 DATE: April 27, 2006

The following change shall be added to and become part of the Standard Subcontract Agreement dated May 27, 2005.

Provide all material, labor, equipment & supervision required to perform the following additional work:

1. Furnish and install feeders and conduit from SHP-1 to transformer for west pylon sign due to changes required by inspector. (BCE #52RJ) Add.....\$4,732.00
2. Complete gas tie-ins work at existing mains including excavation, tie-in and backfill work. (BCE #55RJ) Add.....\$45,710.00
3. Replace fixture damaged by Teichert on Phase 2 near pylon sign. (BCE#60) Add.....\$1,746.00
4. Furnish and install conduit extension to relocated west pylon sign. (BCE #61) Add.....\$1,916.00
5. Locate and repair phone line to detention basin pump station. (BCE #62) Add.....\$2,223.00

Total this change order \$56,327.00

CONTRACT SUMMARY					
Job #	Division (Area Code)	Cost Code	Previous Amount	This Change Order	Current Contract Amount
9732603	16175	1610000	\$1,422,354.00	\$8,394.00	\$1,430,748.00
9732605	16175	0261000	\$1,943,997.00	\$47,933.00	\$1,991,930.00

Increase this Change Order	\$ 56,327.00
Contract amount including previous Change Order	\$ 3,366,351.00
Contract Amount to Date	\$ 3,422,678.00

ACKNOWLEDGMENT

Please sign and return three copies

 5-19-06
BARNUM & CELILLO ELECTRIC, INC. / DATE

OPUS WEST CONSTRUCTION CORPORATION / DATE

Completion date of original contract will not be adjusted, unless noted. This change order number is to be referenced on all application for payments.

2150 River Plaza Drive, Suite 255 - Sacramento, California 95833 - (916) 567-6900 FAX (916) 567-6909

original accounting manager field file

OPUS WEST CONSTRUCTION CORPORATION
DESIGNERS • BUILDERS • DEVELOPERS

SUBCONTRACT CHANGE ORDER

TO: Barnum & Celillo Electric, Inc.
3900 Taylor Street
Sacramento, CA 95838

PROJECT: Promenade @ Natomas
2150 River Plaza Drive, Suite 255
Sacramento, CA 95833

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mailing _____

CHANGE ORDER NUMBER: 7

DATE: August 14, 2006

BARNUM & CELILLO ELECTRIC

The following change shall be added to and become part of the Standard Subcontract Agreement dated May 27, 2005.

Provide all material, labor, equipment & supervision required to perform the following additional work:

- | | |
|---|--------------------------|
| 1. Furnish and install additional anodes and 6 x 4 T's per PG&E inspector.
(BCE #31) | Add.....\$1,377.00 |
| 2. Furnish and install gas lines to office buildings A and B and retail building S-3
per PG&E plans. (BCE #37) | Add.....\$7,257.00 |
| 3. Investigate, repair and test gas line near building A damaged by others.
(BCE #38) | Add.....\$9,922.00 |
| 4. Furnish and install changes to electrical joint trench work per SMUD inspector.
(BCE #39) | Add.....\$9,606.00 |
| 5. Furnish and install gas risers to buildings M1, M2, M3, M4, M5, M6, J1, M8,
M9,M10, A1 AND S3. (BCE #41) | Add.....\$10,734.00 |
| 6. Furnish and install conduit to pedestals on North Freeway including demolition
of existing sidewalk due to changes to pedestal locations. (BCE #42) | Add.....\$1,915.00 |
| 7. Dig test holes and separate gas system for PG&E tie-in and testing.
(BCE #43) | Add.....\$11,281.00 |
| 8. Furnish and install changes to PG&E gas line per inspector. (BCE #46R1) | Add.....\$7,698.00 |
| 9. Repair gas line in Phase 3 due to improper slope/lime treat damage.
(BCE #50) | Add.....\$2,210.00 |
| 10. Repair gas line at Bldg. A damaged by others. (BCE #51R1) | Add.....\$1,322.00 |
| 11. Delete telephone conduits through Target Building A1 pad. | Deduct(\$4,300.00) |
| 12. Costs for off-haul of spoils completed by others. | Deduct(\$7,888.00) |
| 13. Costs for patching vault at Bldg. A parking lot not installed to proper elevation. | Deduct(\$1,462.00) |

Total this change order

\$49,672.00

The Contract Amount to date shown below is the full and final amount for all work to be completed on this project under the above referenced subcontract agreement.

CONTRACT SUMMARY

Job #	Division (Area Code)	Cost Code	Previous Amount	This Change Order	Current Contract Amount
9732603	16175	1610000	\$1,430,748.00	(\$4,085.00)	\$1,426,663.00
9732605	16175	0261000	\$1,991,930.00	\$53,757.00	\$2,045,687.00

Increase this Change Order	\$ 49,672.00
Contract amount including previous Change Order	\$ 3,422,678.00
Contract Amount to Date	\$ 3,472,350.00

ACKNOWLEDGMENT

Please sign and return three copies

BARNUM & CELILLO ELECTRIC, INC. / DATE

OPUS WEST CONSTRUCTION CORPORATION / DATE

Completion date of original contract will not be adjusted, unless noted. This change order number is to be referenced on all application for payments.

2150 River Plaza Drive, Suite 255 - Sacramento, California 95833 - (916) 567-6900 FAX (916) 567-6909