


UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input type="checkbox"/> Opus West Corporation <input checked="" type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.	Case Number: <div style="font-size: 1.2em; font-family: cursive;">09-34356</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: 1.2em; font-family: cursive;">Steiny and Company, Inc.</div> <div style="text-align: right; font-weight: bold;">RECEIVED NOV 06 2009 BMC GROUP</div>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <small>(If known)</small> Filed on: _____	
Name and address where notices should be sent: <div style="font-size: 1.2em; font-family: cursive;">Steiny and Company, Inc. 12907 E. GARVEY AVE, BAKWIN PARK, CA 91706</div> Telephone number: 624 962-1055 Email Address: KMAUCH@STEINYCO.COM	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name and address where payment should be sent (if different from above): Telephone number: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>27,563.40</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;">\$</div>	
2. Basis for Claim: <u>SERVICES PERFORMED</u> <small>(See instruction #2 on reverse side.)</small>		
3. Last four digits of any number by which creditor identifies debtor: <u>0631</u> 3a. Debtor may have scheduled account as: _____ <small>(See instruction §3a on reverse side.)</small>		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input 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. <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: _____		
Date: <div style="font-size: 1.2em; font-family: cursive;">11/5/09</div>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="font-size: 1.2em; font-family: cursive;">Damon Vincent P. Mauch, CFO</div>	
FOR COURT USE ONLY OPUS WEST  00387		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Modified B10 (GCG) (12/08)

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent (The BMC Group) are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** OPUS WEST CORPORATION, et al C/O BMC GROUP, PO BOX 3020, CHANHASSEN, MN, 55317-3020. **IF BY HAND OR OVERNIGHT COURIER:** OPUS WEST CORPORATION, et al C/O BMC GROUP, 18750 LAKE DRIVE EAST, CHANHASSEN, MN, 55317. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS November 9, 2009

Court, Name of Debtor, and Case Number:

These chapter 11 cases were commenced in the United States Bankruptcy Court for the Northern District of Texas on July 6, 2009. You should select the Debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4 and/or 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the Debtor, if any.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the BMC Group as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from the BMC Group, please provide a self-addressed stamped envelope and a copy of this proof of claim when you submit the original claim to the BMC Group.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

UNITED STATES BANKRUPTCY COURT Northern District of Texas**Notice of****Chapter 11 Bankruptcy Cases, Meeting of Creditors, & Deadlines**

Chapter 11 bankruptcy cases concerning the debtors listed below were filed on 7/6/09.

You may be a creditor of the debtors. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in these cases may be inspected at the bankruptcy clerk's office at the address listed below.

NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side for Important Explanations

Debtors (names used by the debtors in the last 8 years, including married, maiden, trade, and address):

Opus West Corporation

2555 E Camelback Road, Suite 800
Phoenix, Arizona 85016
Tax ID No.: 86-0811533
Case No.: 09-34356

O. W. Commercial, Inc.

2555 E Camelback Road, Suite 800
Phoenix, Arizona 85016
Tax ID No.: 20-2789134
Case No.: 09-34363

Opus West Partners, Inc.

2555 E Camelback Road, Suite 800
Phoenix, Arizona 85016
Tax ID No.: 81-0545537
Case No.: 09-34373

Opus West Construction Corporation

2555 E Camelback Road, Suite 800
Phoenix, Arizona 85016
Tax ID No.: 41-0855917
Case No.: 09-34360

Opus West LP

2555 E Camelback Road, Suite 800
Phoenix, Arizona 85016
Tax ID No.: 81-0545535
Case No.: 09-34334

Attorneys for Opus West Corporation, Opus West Construction Corporation, and O. W. Commercial, Inc. (names and addresses):

Clifton R. Jessup, Jr.
Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, TX 75201
Telephone: 214-665-3600
Facsimile: 214-665-5938

Attorneys for Opus West Partners, Inc., and Opus West LP: (names and addresses):

Peter Franklin
Doug Skierski
Franklin Skierski Lovall Hayward, LLP
10501 N. Central Expressway, Suite 106
Dallas, TX 75231
Telephone: 214-702-4061
Facsimile: 214-723-5345

Meeting of Creditors

Date: **August 12, 2009**

Time: **2:00 P.M.**

Location: **Office of the U.S. Trustee, 1100 Commerce St., Room 976, Dallas, TX 75242**

Deadline to File a Proof of Claim

Proof of claim must be *received* by the BMC Group, Debtors' Claims Agent, by the following deadline:

For all creditors (except a governmental unit): **11/9/09**

For a governmental unit: _____

Claims Should be Sent to:**IF BY MAIL:**

Opus West Corporation, et al
c/o BMC Group
P.O. Box 3020
Chanhassen, MN 55317-3020

IF BY HAND OR OVERNIGHT COURIER:

Opus West Corporation, et al
c/o BMC Group
18750 Lake Drive East
Chanhassen, MN 55317

Creditors with a Foreign Address:

A Creditor to whom this notice is sent at a foreign address should read the information under "claims" on the reverse side.

Deadline to File a Complaint to Determine Dischargeability of Certain Debts:**Creditors May Not Take Certain Actions:**

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtors and the debtors' property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtors can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Address of the Bankruptcy Clerk's Office:

1100 Commerce Street, Room 1254
Dallas, Texas 75242
Telephone number: 214-753-2000

For the Court:

Clerk of the Bankruptcy Court:
Tawana C. Marshall

Hours Open: Monday – Friday 8:30 AM – 4:30 PM

EXPLANATIONS

Filing of Chapter 11 Bankruptcy Case	Bankruptcy cases under Chapter 11 of the Bankruptcy Code (title 11, United States Code) have been filed in this court by the debtors listed on the front side, and orders for relief have been entered. Chapter 11 allows a debtor to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the court. You may be sent a copy of the plan and a disclosure statement telling you about the plan, and you might have the opportunity to vote on the plan. You will be sent a notice of the date of confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the debtor's property and may continue to operate any business.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in these cases.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code § 362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. <i>The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice. The court, after notice and a hearing, may order that the United States trustee not convene the meeting if the debtor has filed a plan for which the debtor solicited acceptances before filing the case.
Claims	A Proof of Claim is a signed statement describing a creditor's claim. If a Proof of Claim form is not included with this notice, you can obtain one at any bankruptcy clerk's office. You may look at the schedules that have been or will be filed at the bankruptcy clerk's office. If your claim is scheduled and is not listed as disputed, contingent, or unliquidated, it will be allowed in the amount scheduled unless you filed a Proof of Claim or you are sent further notice about the claim. Whether or not your claim is scheduled, you are permitted to file a Proof of Claim. If your claim is not listed at all or if your claim is listed as disputed, contingent, or unliquidated, then you must file a Proof of Claim or you might not be paid any money on your claim and may be unable to vote on the plan. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. Filing a Proof of Claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. Filing Deadline for a Creditor with a Foreign Address: The deadlines for filing claims set forth on the front of this notice apply to all creditors. If this notice has been mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Discharge of Debts	Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the debtor, except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must start a lawsuit by filing a complaint in the bankruptcy clerk's office by the "Deadline to File a Complaint to Determine Dischargeability of Certain Debts" listed on the front side. The bankruptcy clerk's office must receive the complaint and any required filing fee by that Deadline.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in these cases.

INVOICE

PAID

JUL 15 2009

STEINY AND COMPANY, INC.
ELECTRICAL CONTRACTORS AND ENGINEERS
12907 EAST GARVEY A AVE., BALDWIN PARK, CA 91706
PHONE (626) 338-9923 FAX (626) 338-8343
License #161273

TO: **Opus West Construction Co.**
2050 Main St., Suite 800
Irvine, CA 92614

Date: **6/30/2009**
Invoice No.: **4078-005R**
Your Order No.: **97391.03/285000**
Our Job No.: **4078**

Period Ending: **RETENTION 70631**

TERMS - NET CASH 10 DAYS
INTEREST CHARGED ON ALL OVERDUE ACCOUNTS

Job Name: **CHINO HILLS - CHINO HILLS PARKWAY**

Total contract completed to date	\$ 275,634.00
Less retention	-
	<hr/>
	\$ 275,634.00
Less previous billings	248,070.60
	<hr/>
TOTAL THIS INVOICE	\$ 27,563.40

STATEMENT OF ACCOUNT

TOTAL CONTRACT COMPLETED TO DATE	\$ 275,634.00
LESS RETENTION	-
	<hr/>
	\$ 275,634.00
LESS PAYMENTS RECEIVED TO DATE	248,070.60
	<hr/>
TOTAL DUE AND PAYABLE	\$ 27,563.40

Steiny and Company, Inc.

Accounts Receivable Aging
By Division By Contract

Page 1
System Date: 11-05-09
System Time: 2:22 pm
Files Used: MASTER.ARM
HISTORY.ART, CURRENT.ART
ACTIVE.CNC

Aging as of 11-05-2009
Division: 04

Contract	Net Invoice	Current	Over 30 days	Over 60 days	Over 90 days	Over 120 days	Over 150 days	Retention
04-4078 Chino Hills - The Commons 70631 OPUS WEST CONSTRUCTION CORP Invoice 4078-005R 06-30-09	27,563.40					27,563.40		
Customer Total	27,563.40*	.00*	.00*	.00*	.00*	27,563.40*	.00*	
Contract Total	27,563.40*	.00*	.00*	.00*	.00*	27,563.40*	.00*	
Division Total	27,563.40*	.00*	.00*	.00*	.00*	27,563.40*	.00*	.00*
Report Totals:	27,563.40*	.00*	.00*	.00*	.00*	27,563.40*	.00*	.00*



SUBCONTRACTOR APPLICATION FOR PAYMENT

Object Name: The Commons at Chino Hills
Subcontractor: Steiny and Company Inc
Supplier #: 1077060
Address: 12907 East Garvey
Baldwin Park, CA 91706
Phone: 626-338-9923
Remittance Address : OPUS West Construction Corporation
Attn : Accounts Payable
2050 Main Street, Suite 800
Irvine, CA 92614

Project Number: 97391
Date of Application: 01-12-09
Application Number: 4078-004
Period From: 01-01-09 Period To: 01-31-09

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$140,068.00
OPUS APPROVED CHANGE ORDER thru # 6		\$135,566.00
CONTRACT AMOUNT TO DATE TOTAL		\$275,634.00

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)
Current Gross Amount Completed This Period

\$ 275,634.40
\$ 27,563.40
\$ 248,070.00
\$ 237,911.40
\$ 10,159.20
\$ 27,563.40
\$ 11,288.00

SUBCONTRACTOR:

Steiny and Company Inc

Supplier #: 1077060

BY:

Richard Tesoriero, Vice President

DATE:

Jan. 12, 2009

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				
97391.03-A10-02850.00-S	Traffic Signals - Subcontract	\$275,634.00	214,340.00	11,288.00	275,634.00	100%	1128.80	10,159.20
	Total	\$275,634.00						
		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	C/L Exp
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Contract Processing Checklist

Steiny and Company, Inc.

is:

- ☐ General
- ☒ Subcontractor (See Item 14)

Our Job No: 4078

Union Local: 477

Contract Date: _____

Contract Value: \$140,068.00

Customer Name & Address:

Phone No. (949) 250-1101, Ext. 12

Opus West Construction Corp.

Fax No. 866-551-2763

2020 Main St., Suite 800

Irvine, CA 92614

Contact:

SHAWN EVANS
Edmund Rodriguez, PM

Job Description & Location:

Chino Hills - Chino Hills Parkway

The Commons at Chino Hills - Traffic Signal Authorization, Chino Hills, CA

Estimating Department Procedures

- 1 Receive Contract & Check with Bid
- 2 Prepare Original JRO
- 3 Forward to Accounting

By	Date
<u>SLB</u>	<u>010708</u>
<u>SLB</u>	<u>010708</u>
<u>SLB</u>	<u>010708</u>

Accounting Department Procedures

- 1 Log Receipt
- 2 Original JRO to Receivables Dept.
- 3 Open job in Computer
- 4 Order Insurance Certificates
- 5 Order Bonds:
- 6 Preliminary Lien Notices
- 7 Set Up Special Reporting
 - A. EEO Reporting
 - B. Payroll Affidavits
 - C. Safety Program Reports
 - D. Training Program Reports
 - E. PR 47 Mat. & Labor Used
 - F. Wage & Rates Certificate
- 8 Signatures
- 9 Notary services
- 10 Return to Customer
- 11 Receipt of Completed Contract
- 12 File Original Contract
- 13 Copy of Completed Contract to:

Required	By	Date	Received
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
<u>N/A</u>			
<u>YES</u>			
<input checked="" type="checkbox"/>			
<u>YES</u>			
<u>YES</u>			
<input checked="" type="checkbox"/>			

L.A. Traffic

14 Owner's Name & Address

Opus West Corp.

2050 Main St., Suite 800

Irvine, CA 92614

General Contractor's Name & Address

Opus West Corp.

2050 Main St., Suite 800

Irvine, CA 92614

Lender's Name & Address

N/A

20-DAY PRELIMINARY NOTICE INFORMATION/INSURANCE BROKER INFORMATION (Fax to Ins. Co.)
as of January 9, 2008

PROJECT: Name: **The Commons at Chino Hills**
 Address: 4615 Chino Hills Parkway
 Chino Hills, CA 91709
 Ref. Opus Job No. : 97391.03/0285000

OWNER: Name: **Opus West Corporation**
 Address: 2050 Main Street, Suite 800
 Irvine, CA 92614
 Phone: 949-622-1950

CONTRACTOR: Name: **OPUS WEST CONSTRUCTION CORPORATION**
 Address: 2050 Main Street, Suite 800
 Irvine, CA 92614
 Phone: (949) 622-1950 / FAX: (949) 622-1148
 Contacts: *Project Manager:* Ed Rodriguez 949-622-2163
 Associate Project Mgr. Joel Peterson 949-622-2184
 Administrative Assistant:: Sue Tyler/Linda Chase 949-622-1950
 Accounts Payable (all invoicing & insurance): Acct. Dept. 949-622-2182

FOR PRELIMINARY USE ONLY

LENDER: Name: TBD

FOR PRELIMINARY USE ONLY

LEGAL DESCRIPTION:

TBD

FOR INSURANCE BROKER USE ONLY

REQUIRED LIMITS OF LIABILITY::

General Aggregate:	\$ 5,000,000.00
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
Worker's Compensation Coverage:	\$100,000/\$500,000/\$100,000

Contractor and Owner (see above) shall be named as additional insured (Additional Insured Endorsement form) on each of said insurance policies except for the worker's compensation policy.



The Opus Group
www.opuscorp.com

Opus West Construction Corporation

2050 Main Street, Suite 800 | Irvine, CA 92614
P: 949-622-1950 | F: 949-622-1148

January 9, 2008

Steiny and Company
12907 East Garvey
Baldwin Park, CA 91706

**NOTE: 1 COPY OF THIS LETTER MUST
BE INITIALED & RETURNED TO THIS
OFFICE WITH YOUR CONTRACT**

License Numbers:
AZ 70830 CA 509591
NM 51340 NV 29002
UT 380845-5501

Initial

REVIEW EACH ITEM ATTACHED (do not alter originals):

Job / Reference No. 97391.03/0285000
(must be on all correspondence)

Project: The Commons at Chino Hills
Address: 4615 Chino Hills Parkway
Chino Hills, CA 91709

CONTRACT DOCUMENTS:

Sign and return both copies to this office. We will return one completely executed copy to you for your records.

W-9 FORM:

Fill out and return to this office.

APPLICATION FOR PAYMENT:

Use this form as your master Application for Payment form. Reproduce the master for invoicing that will take place during the length of this project.

PROJECT SCHEDULE:

In accordance with the Project Schedule attached and two week detailed schedules created throughout the course of the project.

IIPP/MSDS INFORMATION:

Provide an Injury and Illness Prevention Plan and Material Safety Data Sheets for materials to be utilized on the project, both in accordance with paragraph 18 of the Subcontract Agreement.

MEMO/WAIVERS/SAMPLE:

Use these forms as your master waivers. Reproduce the masters for invoicing that will take place during the length of this project. See 'sample' insurance certificate for correct Additional Insured format and verbiage.

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

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

1. **Original signature fully executed Contract Document.**
2. **Completed W-9 Form.**
3. **Original Application For Payment and Waiver (with invoice) submitted per Contract Documents. Application For Payment Forms MUST be received by the 25th of the month for payment by the following 30th.**
4. **Original current insurance certificates submitted per Contract Documents.**
→Be aware that any discrepancies will place a hold on your payment ←

B. CHANGE ORDERS: If, during the period of construction, a Change Order is required, submit your change order request to the Project Manager. If your request is valid, an Opus West Change Order will be issued. That is the ONLY time payment will be made for increased contract costs. An original signature Opus West Change Order MUST be on file prior to release of Change Order funds. If you have submitted a Change Order Request and have not received a Change Order for signature please contact our office. Do not show any unapproved change orders on Pay Request as it will delay your total project payment till the next pay period.

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

If you have any questions or concerns contact our regional offices:
Milwaukee | Minneapolis | Naples | Orange County | Orlando | Pensacola | Philadelphia | Phoenix | Portland | Sacramento
San Diego | San Francisco | Seattle | St. Louis | Tampa | Washington, D.C.



The Commons at Chino Hills - Site Work / 97391.03

16175/0285000 /Traffic Signal

Steiny and Company Inc. / Mike Cuellar

Contact Phone # 626-338-9923

Contact Fax # 626-338-8343

Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 03rd day of December, 2007, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2050 Main St., Suite 800, Irvine, CA 92614, and Steiny and Company Inc. ("Subcontractor") with its office located at 12907 East Garvey, Baldwin Park, CA 91706.

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 The Commons at Chino Hills - Site Work ("Project"), located at 4615 Chino Hills Parkway, Chino Hills, CA 91709 ("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: KKE Architects, 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 08/15/2008. 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 \$ 140,068.00 ("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

Edmund Rodriguez

CONTRACTOR
OPUS West Construction Corporation

By:

Jeff Dickerson

(Print Name)

Vice President of Construction

(Title)

(Date)

SUBCONTRACTOR
Steiny and Company Inc.

By:

(Print Name)

(Title)

(Date)

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Steiny and Company Inc. dated 12/03/2007. 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 Traffic Signal 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
General Conditions of Subcontract	Division 1	09/05/2007
Supplemental General Conditions of Subcontract	Division 1	09/05/2007
Special Conditions of Subcontract	Division 1.2	09/05/2007
Demolition	02050	09/05/2007
Earthwork	02200	09/05/2007
Asphaltic Paving	02510	09/05/2007
Site Concrete	02520	09/05/2007
Site Utilities	02600	09/05/2007
Storm Drain Improvement Plan Off-Site	1 of 4	08/30/2007
Storm Drain Improvement Plan Off-Site	2 of 4	08/30/2007
Storm Drain Improvement Plan Off-Site	3 of 4	08/30/2007
Storm Drain Improvement Plan Off-Site	4 of 4	08/30/2007
Street Improvement Plan	1 of 5	09/05/2007
Street Improvement Plan	2 of 5	09/05/2007
Street Improvement Plan	3 of 5	09/05/2007
Street Improvement Plan	4 of 5	09/05/2007
Street Improvement Plan	5 of 5	09/05/2007
Traffic Signal Plans	1 of 3	09/05/2007
Traffic Signal Plans	2 of 3	09/05/2007
Traffic Signal Plans	3 of 3	09/05/2007
Water Improvement Plan	1 of 4	09/05/2007
Water Improvement Plan	2 of 4	09/05/2007
Water Improvement Plan	3 of 4	09/05/2007
Water Improvement Plan	4 of 4	09/05/2007
Title Sheet	1 of 26	10/05/2007
Horizontal Control	2 of 26	10/05/2007
Horizontal Control	3 of 26	10/05/2007
Horizontal Control	4 of 26	10/05/2007
Precise Grading Plan	5 of 26	10/05/2007
Precise Grading Plan	6 of 26	10/05/2007

Precise Grading Plan	7 of 26	10/05/2007
Precise Grading Plan	8 of 26	10/05/2007
Precise Grading Plan	9 of 26	10/05/2007
Precise Grading Plan	10 of 26	10/05/2007
Precise Grading Plan	11 of 26	10/05/2007
Precise Grading Plan	12 of 26	10/05/2007
Precise Grading Plan	13 of 26	10/05/2007
Precise Grading Plan	14 of 26	10/05/2007
Onsite Sewer & Water Plan	15 of 26	10/05/2007
Onsite Sewer & Water Plan	16 of 26	10/05/2007
Onsite Sewer & Water Plan	17 of 26	10/05/2007
Onsite Storm Drain	18 of 26	10/05/2007
Onsite Storm Drain	19 of 26	10/05/2007
Onsite Storm Drain	20 of 26	10/05/2007
Storm Drain Details	21 of 26	10/05/2007
Storm Drain Details	22 of 26	10/05/2007
Details & Sections	23 of 26	10/05/2007
Details & Sections	24 of 26	10/05/2007
Erosion Control	25 of 26	10/05/2007
Onsite Signing and Striping	26 of 26	10/05/2007
Underground Fire Protection Plan	1 of 4	09/05/2007
Underground Fire Protection Plan	2 of 4	09/05/2007
Underground Fire Protection Plan	3 of 4	09/05/2007
Underground Fire Protection Plan	4 of 4	09/05/2007

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

Description	Date
Geotechnical Investigation Report, by Geocon Inland Empire, Inc., dated January 9, 2006.	01/09/2006
Geotechnical Report Update, by Geocon Inland Empire, dated May 14, 2007.	05/14/2007
Geotechnical Report Update, by Geocon Inland Empire, dated September 11, 2007.	09/11/2007
Geotechnical Report Update, by Geocon Inland Empire, dated October 9, 2007.	10/09/2007
Development Time Plan entitled The Commons at Chino Hills, dated September 5, 2007.	09/05/2007

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:

1. Subcontractor shall furnish and install complete traffic signal construction for the intersection of Chino Hills Parkway & Yorba Avenue per Subcontract Documents and as required by authorities having jurisdiction.

This Subcontract excludes the following:

1. Subcontractor excludes performance and material bond.
2. Subcontractor excludes street lighting.

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

Description	Planned Start	Planned End	Planned Duration
Subcontractor shall provide fully operational Traffic Signal by:	03/03/2008	03/24/2008	3 Week

Schedule Notes

In accordance with requirements as described in project schedule dated December 11, 2007, titled "Opus West Corporation The Commons at Chino Hills" and as described in Contractor's periodic updates to the project schedule and Contractor's Superintendent's two and three week schedule.

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

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
97391.03	The Commons at Chino Hills - Site Work	Traffic Signal	\$140,068.00
Total			\$ 140,068.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Traffic Signals - Subcontract	97391.03-A10-02850.00-S	\$140,068.00
Total		\$140,068.00

4. Unit Pricing.

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

The following unit prices shall be in effect until 08/15/2008:

Unit Price List

Name	Rate	Quantity UOM
Backhoe w/ Carrier	\$173.08	Hour
Bucket Truck	\$47.78	Hour
Crane	\$126.04	Hour
Delivery Truck	\$31.22	Hour
Directional Bore Machine	\$279.22	Hour
Dump Truck	\$55.72	Hour
Labor: Cement Mason	\$66.48	Hour
Labor: Foreman	\$76.33	Hour
Labor: General Foreman	\$89.86	Hour
Labor: Journeyman	\$70.42	Hour
Labor: Laborer Grp I	\$56.40	Hour
Labor: Operating Engineer	\$81.82	Hour
Pick up Truck	\$17.37	Hour
Work Truck w/ Attachments	\$82.28	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 until 08/15/2008.

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 Steiny and Company Inc. dated 12/03/2007. 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.

Contractor's California License No.

509591

Subcontractor's California License No. _____

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 Steiny and Company Inc. dated 12/03/2007. 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.

- I 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



Opus West Construction Corporation

2020 Main Street, Suite 800

Irvine, CA 92614

(949) 622-1950

Fax (949) 622-1148

Conditional Waiver Language

1. With each pay application submitted, Subcontractor shall include a *Conditional Waiver and Release Upon Progress Payment* for the value of the pay application as well as respective conditional waivers for each of the subcontractors and suppliers/vendors of the Subcontractor for which payment will be made from the proceeds of the subject pay application.
(Attached *Conditional Waiver and Release Upon Progress Payment form*,)
2. Subcontractor shall submit an executed *Unconditional Waiver and Release Upon Progress Payment* upon receipt of payment. In addition, Subcontractor shall submit unconditional waivers from each of its subcontractors and suppliers paid from the proceeds paid to Subcontractor. Opus West in Irvine must receive these waivers, within 10 days of receipt of payment and prior to release of payment to the Subcontractor for the following month's pay application upon receipt of payment from Opus West. (Example: After you have been paid by Opus for January, you will not receive a check for February until your waivers have been received by Opus.)
(Attached *Unconditional Waiver and Release Upon Progress Payment form*)
3. Neither the final payment nor the remaining retained percentage (*Attached Conditional Waiver and Release Upon Final Payment*) shall become due until Subcontractor submits to Opus:
 - A. an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Opus or the property of Opus might in any way be charged or responsible, have been paid or otherwise satisfied,
 - B. consent of surety, if any, to final payment, and other lien waivers and data establishing payment or satisfaction of all obligations for labor, materials, skill, equipment and other matters incorporated in the Work, such as receipts, releases and waivers of lien arising out of the Contract, to the extent and in such form as may be designed by Opus (*Standard Unconditional Waiver and Release Upon Final Payment form*),
 - C. If any of Subcontractor's Sub-subcontractors refuse to furnish a release or waiver required by Opus, Subcontractor may furnish other security satisfactory to Opus to indemnify Opus against any such lien or claim. If any such lien remains unsatisfied after all payments are made, Subcontractor shall refund to Opus all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

The acceptance of final payment by Subcontractor shall constitute a waiver of all claims by Subcontractor, except those previously made in writing and still unsettled.



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 Steiny and Company
(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\

(Owner)
located at The Commons at Chino Hills; 4615 Chino Hills Parkway, Chino Hills, CA 91709
(Job Description)

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to Opus West Construction Corporation 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.

97391.03/0285000

Dated: _____

Steiny and Company

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 waiver and release shall follow substantially the form set forth above.



UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
[California Civil Code §3262 (d)(2)]

The undersigned has been paid and has received a progress payment in the sum of \$ _____ for labor, services, equipment or material furnished to Opus West Construction Corporation on the job of Opus West Corporation\ located at The Commons at Chino Hills; 4615 Chino Hills Parkway, Chino Hills, CA 91709 and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to Opus West Construction Corporation (Your Customer) through _____ only and does not cover any retention's retained (Date)

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.

Dated: _____

Steiny and Company

(Company Name)

97391.03/0285000

By: _____

(Title)

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

NOTE: CIVIL CODE SECTION §3262 (d)(2) 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 asserts in the waiver it has, in fact, been paid the progress payment, the waiver and release shall follow substantially the form set forth above.



CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

[California Civil Code §3262 (d)(3)]

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 Steiny and Company
(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\
(Owner)

located at The Commons at Chino Hills, 4615 Chino Hills Parkway, Chino Hills, CA 91709.
(Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment, or material
furnished on the job, except for disputed claims for additional work in the amount for
\$ _____.

Before any recipient of this document relies on it, the party should verify evidence of payment to the
undersigned.

Dated: _____ Steiny and Company
(Company Name)

97391.03/0285000

By: _____
(Title)

NOTE: CIVIL CODE SECTION § 3262(d)(3) PROVIDES: Where the claimant is required to execute a
waiver and release in exchange for, or in order to induce payment of, a final 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.



UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

[California Civil Code §3262 (d)(4)]

The undersigned has been paid in full for all labor, services, equipment or material furnished to Opus West Construction Corporation on the job of Opus West Corporation\

The Commons at Chino Hills located at 4615 Chino Hills Parkway; Chino Hills, CA 91709

and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$_____

97391.03/0285000

Dated: _____

Steiny and Company

By: _____

(Title)

"NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM."

NOTE: CIVIL CODE SECTION § 3262(d)(4) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a final payment and the claimant asserts in the waiver it has, in fact, been paid the final payment, the waiver and release shall follow substantially the form set forth above.

QUOTATION

STEINY & COMPANY, INC.

LICENSE #161273, CLASS A, B, C-10
12907 EAST GARVEY, BALDWIN PARK, CA 91706
PHONE# 626-338-9923 FACSIMILE# 626-338-8343

September 19, 2007

EDMUND RODRIGUEZ
OPUS WEST CONSTRUCTION
2020 MAIN ST., SUITE 800
IRVINE, CA. 92614

JOB: CHINO HILLS - CHINO HILLS PKWY.

QUOTE#: 3028P

BID DATE: 091907

BID TIME: 1200

BID ITEM QUAN. UNIT \$ EXTENSION

1	STREET LIGHTING BACKBONE FROM PROJECT LIMIT TO PROJECT LIMIT	1		\$14,625.00		\$14,625.00
2	TRAFFIC SIGNAL MODIFICATION FOR CHINO HILLS PKWY. & YORBA AVE.	1		\$140,068.00		\$140,068.00
					TOTAL	\$154,693.00

Excludes: 1) All permit, design and inspection costs.
2) All bond costs. (1% of bid amount or \$500.00 minimum, if required.)
3) Survey & Utility Fees.
4) Weekend and Night Work.
5) Signing and striping (labor to install mast arm regulatory signs included).

Notes: 1) Quote valid for 30 Days.
2) All T & M work to be performed per the Standard Specifications for Public Works Construction. Mark-ups shall be as follows:
A) Material - 15%, B) Equipment - 15%, C) Labor - 20%, D) Subcontractor - 10%.
3) Traffic control for our work is included.
4) Lead-time for material is 14 to 16 weeks.
5) General Conditions dated June of 2005.
6) No special provisions available for Traffic Signals at bid time.
7) Bid form attached.

Steiny & Company, Inc.



Mike Cuellar
Estimator