


UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
<b>Name of Debtor: (Check Only One):</b> <input type="checkbox"/> Opus West Corporation <input checked="" type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.	<b>Case Number:</b>  <div style="font-size: 1.2em; font-weight: bold; text-align: center;">09-34360</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>		
<b>Name of Creditor (the person or other entity to whom the debtor owes money or property):</b>  <div style="font-size: 1.1em; font-weight: bold;">Construction 70, Inc.</div> <div style="text-align: center; margin-top: 10px;"> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED  NOV 09 2009  BMC GROUP </div> </div>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> <small>(If known)</small>  <b>Filed on:</b>	
<b>Name and address where notices should be sent:</b> Tracy Hippensteel P.O. Box 62345 Phoenix, AZ 85082 <b>Telephone number:</b> 602-438-7070 <b>Email Address:</b> thippensteel@construction70az.com <b>Name and address where payment should be sent (if different from above):</b>  <b>Telephone number:</b>	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<b>1. Amount of Claim as of Date Case Filed:</b> <u>\$364,347.73</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 checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ).  <b>Amount entitled to priority:</b> <div style="text-align: right;">\$</div>	
<b>2. Basis for Claim:</b> <u>Construction Services Performed</u> <small>(See instruction #2 on reverse side.)</small> <b>3. Last four digits of any number by which creditor identifies debtor:</b> _____ 3a. Debtor may have scheduled account as: _____ <small>(See instruction §3a on reverse side).</small> <b>4. Secured Claim (See instruction #4 on reverse side.)</b> Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. 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: \$ _____	<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. <b>7. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i>  <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b>  If the documents are not available, please explain: _____	
<b>Date:</b>  <div style="font-size: 1.1em;">11/6/09</div>	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.   <div style="font-size: 1.1em; font-weight: bold;">Jeffrey C. Matura, Attorney</div> <div style="font-size: 0.9em;">1850 N. Central Ave., Suite 500, Phoenix, AZ 85004 602-792-5700</div> </div> <div style="width: 35%; text-align: center;"> <b>FOR COURT USE ONLY</b>   <div style="border: 1px solid black; padding: 5px; display: inline-block;">           OPUS WEST              00435         </div> </div> </div>	

**ITEMIZED STATEMENT FOR QUESTION #1**

Claim as of Date Case Filed:

\$364,347.73

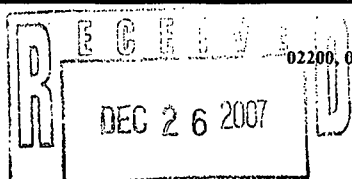
Accruing interest at the legal and contract rate:

To Be Determined At Time of  
Payment

**PROOF OF CLAIM**

**QUESTION #7**

THE ATTACHMENTS TO SUPPORT THE PROOF OF CLAIM EXCEED TEN PAGES. THEREFORE, PURSUANT TO ECF INTERIM OPERATING ORDER NO. 8, THE ORIGINAL ATTACHMENTS HAVE BEEN SENT TO THE CASE TRUSTEE AND THE ATTORNEY FOR THE DEBTOR.



Pima Center I - Building E / 10510.00  
02200, 02510, & 02520 /Earthwork, Asphalt Paving, & Site Concrete  
Construction 70, Inc. / Jeff Anderson  
Contact Phone # (480) 898-7070  
Contact Fax # (480) 898-7072  
Payment Terms: Standard

## SUBCONTRACT AGREEMENT (Labor and Materials) PHOENIX

This Subcontract Agreement ("Subcontract") is made as of this 06th day of December, 2007, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2555 East Camelback Road - Suite 800, Phoenix, AZ 85016, and Construction 70, Inc. ("Subcontractor") with its office located at 3620 S. 40th Street, Phoenix, AZ 85040.

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 Pima Center I - Building E ("Project"), located at 9180 E. Via de Ventura, Scottsdale, AZ 85258 ("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 PC-101, Inc. ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:

Architect of Record:	Butler Design Group, Inc.
Civil Engineer:	Erickson & Meeks Engineering, LLC
Interior Designer:	McCarthy Nordburg, Ltd.
Landscape Architect:	Laskin & Associates, Inc.
Structural Engineer of Record:	Opus Architects & Engineers, Inc.
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 08/05/2008. 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 \$ 467,730.00 ("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 Vincent Genetti 025A08  
Vincent Genetti

CONTRACTOR  
OPUS West Construction Corporation

By:

James Goodwin

(Print Name)

Senior Director of Construction

(Title)

1-3-08  
(Date)

SUBCONTRACTOR  
Construction 70, Inc.

By:

Picky Eischen

(Print Name)

VICE PRESIDENT

(Title)

December 18, 2007  
(Date)

**Pima Center I - Building E / 10510.00**  
**Earthwork, Asphalt Paving, & Site Concrete**

**RIDER A**

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Construction 70, Inc. dated 12/06/2007. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

**I. Work/Subcontract Documents.**

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

**Drawings and Specifications**

<b>Description</b>	<b>Number</b>	<b>Last Revision</b>
Pima I Building E Outline Specs		01/21/2007
General Conditions of Subcontract		06/01/2005
Special Conditions of Subcontract		05/02/2007
Supplemental General Conditions		06/01/2005
Cover Sheet	CS	09/04/2007
Grading & Drainage, Water Sewer & Fire Line Cover Sheet	C1	09/04/2007
Grading & Drainage Plan	C2	09/04/2007
Grading & Drainage Plan	C3	09/04/2007
Grading & Drainage Details & Sections	C4	09/04/2007
Water, Sewer & Fire Line Plan	C5	09/04/2007
Water, Sewer & Fire Line Plan	C6	09/04/2007
Site/Best Management Practices Map	Map	08/27/2007
Cover Sheet	LA01	09/04/2007
Planting Plans	LA02	09/04/2007
Planting Plans	LA03	09/04/2007
Irrigation Plans	LA04	09/04/2007
Irrigation Plans	LA05	09/04/2007
Landscape Detail Sheet	LA06	09/04/2007
Irrigation Detail Sheet	LA07	09/04/2007
Specifications	LA08	09/04/2007
Site Plan	A0.1	09/04/2007
Enlarged Site Plan	A0.2	09/04/2007
Site Details	A0.3	09/04/2007
Site Details	A0.4	09/04/2007
1st Floor Plan	A1.1	09/04/2007
1st Floor Plan - Edge of Slab	A1.1.1	09/04/2007
2nd Floor Plan	A1.2	09/04/2007
2nd Floor Plan - Edge of Slab	A1.2.1	09/04/2007
Roof Plan	A1.3	09/04/2007
Elevations	A2.1	09/04/2007

Enlarged Elevations	A2.2	09/04/2007
Enlarged Elevations	A2.3	09/04/2007
Window/Door Schedule	A2.4	09/04/2007
Window/Door Schedule	A2.5	09/04/2007
Building Sections	A3.1	09/04/2007
Wall Sections	A3.2	09/04/2007
Wall Sections	A3.3	09/04/2007
Wall Sections	A3.4	09/04/2007
Architectural Details	A4.1	09/04/2007
Architectural Details	A4.2	09/04/2007
Architectural Details	A4.3	09/04/2007
Architectural Details	A4.4	09/04/2007
Stair & Elevator Details	A5.1	09/04/2007
Stair & Elevator Details	A5.2	09/04/2007
First Floor - Floor Plan	IA2.01	09/04/2007
Second Floor - Floor Plan	IA2.02	09/04/2007
First Floor - Enlarged Lobby Plan	IA2.1	09/04/2007
First Floor - Enlarged Lobby RCP Plan	IA3.1	09/04/2007
Enlarged Restroom Plans	IA6.0	09/04/2007
Interior Architectural Details	IA8.0	09/04/2007
Interior Architectural Details	IA8.1	09/04/2007
Interior Architectural Details	IA8.2	09/04/2007
Title Sheet	S1	09/04/2007
Level 1 Foundation Plan	S2	09/04/2007
Level 2 Framing Plan	S3.1	09/04/2007
Level 2 Enlarged Plans & Schedules	S3.2	09/04/2007
Roof Framing Plan	S4.1	09/04/2007
Awning Framing Plans & Details	S4.2	09/04/2007
Braced Frame Sections & Details	S5	09/04/2007
Sections and Details	S6	09/04/2007
Sections and Details	S7	09/04/2007
Sections and Details	S8	09/04/2007
Sections and Details	S9	09/04/2007
Sections and Details	S10	09/04/2007
Mechanical Cover Sheet	M0.1	09/04/2007
First Floor Mechanical Plan	M1.1	09/04/2007
Second Floor Mechanical Plan	M1.2	09/04/2007
Mechanical Roof Plan	M1.3	09/04/2007
Enlarged Mechanical Core Plans	M1.4	09/04/2007
Mechanical Schedules	M2.1	09/04/2007
Mechanical Details	M2.2	09/04/2007

Mechanical Details	M2.3	09/04/2007
Plumbing Legend, Symbols and Fixture Schedules	P0.1	09/04/2007
Plumbing Specifications	P0.2	09/04/2007
Plumbing Specifications	P0.3	09/04/2007
Plumbing Plan - 1st Floor	P2.1	09/04/2007
Plumbing Plan - 2nd Floor	P2.2	09/04/2007
Enlarged Plumbing Floor Plan, 1st & 2nd Floor	P2.3	09/04/2007
Plumbing Riser Diagrams	P3.1	09/04/2007
Symbols and Schedules	E0.0	09/04/2007
Site Lighting Plan	E1.0	09/04/2007
Partial 1st Floor Lighting Plan	E2.0	09/04/2007
Partial 1st Floor Lighting Plan	E2.1	09/04/2007
Partial 1st Floor Lighting Plan	E2.2	09/04/2007
Partial 2nd Floor Lighting Plan	E3.0	09/04/2007
Partial 2nd Floor Lighting Plan	E3.1	09/04/2007
Partial 2nd Floor Lighting Plan	E3.2	09/04/2007
Partial 1st Floor Power Plan	E4.0	09/04/2007
Partial 1st Floor Power Plan	E4.1	09/04/2007
Partial 1st Floor Power Plan	E4.2	09/04/2007
Enlarged 1st/2nd Floor Power Plans	E4.3	09/04/2007
Partial 2nd Floor Power Plan	E5.0	09/04/2007
Partial 2nd Floor Power Plan	E5.1	09/04/2007
Partial 2nd Floor Power Plan	E5.2	09/04/2007
Partial Roof HVAC/SS Plan	E6.0	09/04/2007
Partial Roof HVAC/SS Plan	E6.1	09/04/2007
Partial Roof HVAC/SS Plan	E6.2	09/04/2007
Single Line Diagram	E7.0	09/04/2007
Details and Calculations	E7.1	09/04/2007
Panelboard Schedules	E8.0	09/04/2007
Panelboard Schedules	E8.1	09/04/2007
Panelboard Schedules	E8.2	09/04/2007
Earthwork Specifications - Pima Center I - Building E	02200	12/06/2007
Termite Protection Specifications - Pima Center I - Building E	02280	08/30/2007
Asphalt Paving Specifications - Pima Center I - Building E	02510	12/06/2007
Site Concrete Specifications - Pima Center I - Building E	02520	12/06/2007
Site Utilities Specifications - Pima Center I - Building E	02600	08/30/2007
Drywell Specifications - Pima Center I - Building E	02720	10/31/2007
Landscaping and Irrigation Specifications - Pima Center I - Building E	02900	08/30/2007
Cast-In-Place Concrete System Specifications - Pima Center I - Building E	03300	10/23/2007
Concrete Unit Masonry Specifications - Pima Center I - Building E	04200	10/31/2007
Structural Steel Framing and Decks Specifications - Pima Center I - Building E	05100	09/20/2007

Metal Fabrications Specifications - Pima Center I - Building E	05500	09/20/2007
Building Insulation Specifications - Pima Center I - Building E	07200	08/30/2007
Built Up Roofing Specifications - Pima Center I - Building E	07510	11/06/2007
Caulking Specifications - Pima Center I - Building E	07900	08/30/2007
Hollow Metal Doors and Frames Specifications - Pima Center I - Building E	08100	08/30/2007
Wood Doors Specifications - Pima Center I - Building E	08200	08/30/2007
Aluminum Framing and Glazing Systems Specifications - Pima Center I - Building E	08400	10/31/2007
Door Hardware Specifications - Pima Center I - Building E	08700	08/30/2007
Hydraulic Elevators Specifications - Pima Center I - Building E	14240	08/30/2007
Pima Center I - Building E Division 15 - Mechanical	15000	08/30/2007
Pima Center I - Building E Division 16 - Electrical	16000	07/03/2007
Electronic Security Systems Specifications - Pima Center I - Building E	16720	08/30/2007

**Field Bulletins**

Date	Number	Name
N/A		

**Supplemental Design Documents**

Description	Date
Report on Geotechnical Investigation on Pima Center I, submitted by Speedie and Associates, Project Number 041163SA	08/23/2004

**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 use Salt River Pima Maricopa Indian Community suppliers and laborers whenever possible.
2. Subcontractor shall endorse its Commercial General Liability, and Umbrella/Excess Liability policies (as defined in Rider C) to add the following names as "additional insureds": Opus West Construction Corporation, Opus West Corporation, and PC 101, Inc.
3. Subcontractor has utilized an ABC material price of \$10.50/ton from Salt River Materials Group for the Subcontractor's ABC scopes of work included within the Subcontract Agreement. Due to the volatile ABC market, this price can only be guaranteed through September 30, 2008. Any ABC installed by the Subcontractor on this project after September 30, 2008 will be subject to an increase or decrease in ABC material price based on the lowest updated market price for ABC through the completion of the project from Salt River Materials Group ("the UMP") by providing written notice thirty (30) days prior to September 30, 2008. Within 21 days of receipt of said notice, contractor will provide written approval to proceed at the UMP, or may at their opinion elect to assign pricing from another material supplier if a material price for ABC can be found at a price lower than the quoted UMP. If subcontractor proceeds with placement of ABC after September 30, 2008 without providing written notice of market price and receiving approval from Contractor's Project Manager to 1) proceed, 2) receive assignment of pricing from another material supplier if pricing is lower than the UMP is available, any material cost escalation will be paid by Subcontractor at no cost to Contractor. Furthermore, labor, fees, and other mark-ups shall not be included in the material cost escalation.
4. Subcontractor has utilized an Asphalt material price of \$52.50/ton from Rinker Materials for the Subcontractor's Asphalt scopes of work included within the Subcontract Agreement. Due to the volatile Asphalt market, this price can only be guaranteed through September 30, 2008. Any Asphalt installed by the Subcontractor on this project after September 30, 2008 will be subject to an increase or decrease in Asphalt material price based on the lowest updated market price for Asphalt through the completion of the project from Rinker Materials ("the UMP") by providing written notice thirty (30) days prior to September 30, 2008. Within 21 days of receipt of said notice, Contractor will provide written approval to proceed at the UMP, or may at their opinion elect to assign pricing from another material supplier if a material price for Asphalt can be found at a price lower than the quoted UMP. If subcontractor proceeds with placement of Asphalt after September 30, 2008 without providing written notice of market price and receiving approval from Contractor's Project Manager to 1) proceed, 2) receive assignment of pricing from another material supplier if pricing is lower than the UMP is available, any material cost escalation will be paid by Subcontractor at no cost to Contractor. Furthermore, labor, fees, and other mark-ups shall not be included in the material cost escalation.
5. Subcontractor has utilized a Concrete material price of \$86.00/CY from Hanson Materials for the Subcontractor's Concrete scopes of work included within the Subcontract Agreement. Due to the volatile Concrete market, this price can only be guaranteed through September 30, 2008. Any Concrete installed by the Subcontractor on this project after September 30, 2008 will be subject to an increase or decrease in Concrete material price based on the lowest updated market price for Concrete through the completion of the project from Hanson Materials ("the UMP") by providing written notice thirty (30) days prior to September 30, 2008. Within 21 days of receipt of said notice, Contractor will provide written approval to proceed at the UMP, or may at their opinion elect to assign pricing from another material supplier if a material price for Concrete can be found at a price lower than the quoted UMP. If subcontractor proceeds with placement of Concrete after September 30, 2008 without providing written notice of market price and receiving approval from Contractor's Project Manager to 1) proceed, 2) receive assignment of pricing from another material supplier if pricing is lower than the UMP is available, any material cost escalation will be paid by Subcontractor at no cost to Contractor. Furthermore, labor, fees, and other mark-ups shall not be included in the material cost escalation.

**This Subcontract excludes the following:**

1. Gross receipts tax
2. Performance or payment bond
3. General building permit
4. Development fees

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

N/A.

**Schedule Notes**

1. In accordance with attached Opus Pima Center I - Building 'E' Construction Schedule dated September 25, 2007.
2. In accordance with mutually agreed requirements as described in periodic project schedules and Superintendent's two and three week schedules.

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

#### Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
10510.00	Pima Center I - Building E	Base bid: Survey and layout	\$26,500.00
10510.00	Pima Center I - Building E	Base bid: Earthwork	\$120,168.00
10510.00	Pima Center I - Building E	Base bid: Asphalt paving	\$227,321.00
10510.00	Pima Center I - Building E	Base bid: Pavement markings and signage	\$4,400.00
10510.00	Pima Center I - Building E	Base bid: Site concrete (curbing)	\$85,290.00
10510.00	Pima Center I - Building E	Post bid adjustment: Use Salt River Materials Group	\$4,051.00
Total			\$ 467,730.00

#### Subcontract Sum Breakdown

Name	Account Code	Amount
Earthwork-Survey - Subcontract	10510.00-B20-01451.00-S	\$26,500.00
Earthwork - Subcontract	10510.00-B20-02300.00-S	\$120,168.00
Curb & Gutter-CIP - Subcontract	10510.00-B20-02410.00-S	\$85,290.00
Bituminous Paving - Subcontract	10510.00-B20-02510.00-S	\$231,372.00
Pavement Markings - Subcontract	10510.00-B20-02580.00-S	\$4,400.00
Total		\$467,730.00

### 4. Unit Pricing.

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

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

**Unit Price List**

<b>Name</b>	<b>Rate</b>	<b>Quantity UOM</b>
01. Use one (1) load of Contractor provided fill material from southeast corner of Pima Road and Pima Center Parkway in lieu of Subcontractor provided fill material. Subcontractor to transport and place immediately.	\$-38.00	Each
02. Use one (1) load of Contractor provided fill material from southeast corner of Pima Road and Pima Center Parkway in lieu of Subcontractor provided fill material. Subcontractor to transport and stockpile for future use.	\$-23.00	Each
03. Clear and grub site (including haul-off of debris)	\$1,424.00	Acre
04. Scarify and recompact	\$0.34	Sq Yard
05. Cut and fill	\$2.36	Cubic Yd
06. Over excavate and recompact	\$2.24	Cubic Yd
07. Fine grade	\$0.57	Sq Yard
08. Additional earthwork mobilization	\$10,000.00	Each
09. 2" asphalt on 6" ABC	\$14.60	Sq Yard
10. 3" asphalt on 6" ABC	\$18.20	Sq Yard
11. Fire lane signs	\$220.00	Each
12. Fire lane striping	\$0.60	Lineal Foot
13. Additional paving mobilization	\$4,400.00	Each
14. Adjust water valve	\$360.00	Each
15. Adjust manhole	\$390.00	Each
16. Construction entrance	\$2,300.00	Each
17. Import one (1) load of fill material (Subcontractor provided)	\$107.50	Each
18. Vertical curb	\$14.85	Lineal Foot
19. Single curb	\$17.85	Lineal Foot
20. Extruded curb	\$6.75	Lineal Foot
21. Additional concrete mobilization	\$2,000.00	Each

**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**

<b>Line Number</b>	<b>Name</b>	<b>Amount</b>
1	Adjust paving sections to 2" AC over 4" of ABC and 3" AC over 4" ABC	\$(13,293.00)
2	Remove lime stabilization from scope-of-work	\$(31,000.00)
3	Use 3,920 LF of vertical curb and 545 LF of single curb in lieu of 400 LF of vertical curb and 4,065 LF of single curb	\$(8,600.00)
4	Add 9" thick concrete sidewalk asphalt crossings to scope-of-work	\$ 12,089.00

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

**Alternates Notes**

**END OF RIDER A**

AVG

**Pima Center I - Building E / 10510.00  
Earthwork, Asphalt Paving, & Site Concrete**

**RIDER B**

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Construction 70, Inc. dated 12/06/2007. 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. Pay When and If Paid.**

At all times Subcontractor shall be paid only to the extent that Contractor has been paid by Owner for the Work performed by Subcontractor. Notwithstanding any other provision of this Subcontract, 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. The parties clearly and unambiguously agree that payment by Contractor to Subcontractor is expressly contingent upon Contractor receiving its funds from progress and final payments received from Owner. All payments to Subcontractor shall be made by the Contractor solely out of the progress and final payments 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 Work.

**Section 4. 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 5. 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; and (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. 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 law, 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.

**END OF RIDER B**

**Pima Center I - Building E / 10510.00**  
**Earthwork, Asphalt Paving, & Site Concrete**

**RIDER C**

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Construction 70, Inc. dated 12/06/2007. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

- 1 Liability/Worker's Compensation Insurance. Prior to commencing the Work, Subcontractor shall purchase and maintain during the progress of the Work and any periods of warranty and additional work performed by Subcontractor, insurance that will protect against claims for bodily injury, death, damage to property or other damages arising out of or in connection with the performance of the Work (including warranty and additional work) by Subcontractor, Sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Subcontractor's liability insurance may be maintained in a combination of primary and umbrella policies, and the cost of such insurance shall be included in the Subcontract Sum. Subcontractor's policies of insurance shall have the following minimum limits, coverage and requirements:

- |  |   |
|--|---|
| (a) Workers' Compensation  | Statutory Limits  |
| Employer's Liability, including "Stop Gap" coverage and USL&H if applicable  | \$1,000,000 each accident<br>\$1,000,000 disease-policy limit<br>\$1,000,000 disease-each employee  |
| Commercial General Liability<br>(Electrical, HVAC, Plumbing, Fire Protection Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall Subcontractors) | \$5,000,000 each occurrence<br>\$5,000,000 products/completed operations aggregate<br>\$5,000,000 general aggregate (minimum \$2,000,000 per project) |
| Commercial General Liability<br>(All Other Subcontractors)   | \$2,000,000 each occurrence<br>\$2,000,000 products/completed operations aggregate<br>\$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<br>\$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

2nd  
Agreement  
Sent 2 weeks  
later

PROJECT SPECIFICATIONS  
FOR  
THE DESIGN AND CONSTRUCTION  
OF  
Pima Center I - Building E  
Salt River Pima-Maricopa Indian Community  
Section 02200 - Earthwork

Prepared By:  
Opus West Construction Corporation  
December 6, 2007



**SECTION 02200 - EARTHWORK**

**PART 1 - GENERAL**

- A. General Requirements: In accordance with Division 1 - General and Special Conditions of this Project Manual.
- B. Scope: Provide all labor, materials, equipment and services necessary and reasonably incidental to complete Earthwork in accordance with Contract Documents and per "Part 4 - Rider".
1. Value Engineering: The bidders are requested to provide prices as shown or specified in the design drawings and specifications; however bidders are strongly encouraged to recommend cost saving design alternatives, with regard to architectural design and/or bidder's trade design. Any cost savings alternatives will not be revealed to bidder's competition.
- C. Submittals: In accordance with "Part 4 - Rider" and the applicable requirements of Division 1 - General and Special Conditions.
- D. Codes and Permits:
1. All work shall meet or exceed the requirements of applicable codes, rules, laws, regulations and local code enforcement officials. Any work not in conformance with codes shall be brought to the attention of Opus Project Superintendent.
  2. Obtain permits, tests and approvals required by the municipality or any other authorized agency for completion of the work and pay necessary fees related thereto, including but not limited to air quality, dust control, stock pile, environmental, and hauling permits.
  3. All work shall conform to latest applicable OSHA requirements and Opus West Construction Corporation Safety Program.
- E. Coordination:
1. Subcontractor shall coordinate his work with other trades and with Opus Project Superintendent.
  2. Schedules: Coordinate schedules with construction progress to avoid delay of the work.
  3. In case of conflict, the Opus Project Superintendent shall decide the proper location, arrangement or detailing, and any costs in revising or relocating equipment or material shall be at the expense of the Subcontractor responsible for the work, when locations and arrangements are made without the knowledge of the Opus Project Superintendent.
  4. Existing utilities not indicated on the demolition plan for removal: Locate and provide protection from damage. Cooperate with Owner and utility companies for maintaining services. Do not break utility connections without notifying Opus West Construction Corporation a minimum of 48 hours in advance and providing acceptable temporary services. Repair damages to existing utilities as directed by utility company.
- F. Quality Assurance:
1. Testing and Inspection: Opus West Construction Corporation shall retain a professional soils engineer to conduct tests on the fill materials and other work under this contract. The number of tests, frequency and costs of the inspections will be the responsibility of Opus West Construction Corporation. If tests fail to meet requirements, material shall be removed, replaced and retested to comply with specifications at no additional cost to Opus West Construction Corporation.

2. Certification: All work shall be certified by the soils engineer to be in compliance with the soils report, the plans and specifications and the recommendations of the soils engineer prior to final payment including but not limited to building pad certification.
  3. Field Quality Control: In accordance with "Part 4 - Rider".
- G. Close-out: The following items must be provided prior to final payment:
1. As-Built Certification of pad elevations by a licensed land surveyor.
  2. Warranties: Provide one year written warranty in accordance with Division 1.
  3. Record Documents: Any approved alterations to the Contract Documents must be recorded and provided to Opus West Construction Corporation on reproducible drawings.
- H. Alternates: Provide alternate pricing as described and directed in the Bid Documents and "Part 4 - Rider" Alternate pricing shall include all applicable overhead and profit, general conditions and taxes in accordance with state and local tax codes.
- I. Unit Prices: Provide unit prices as described and directed in the Bid Documents. Unit prices shall include all applicable overhead and profit, general conditions and taxes in accordance with state and local tax codes.

**PART 2 - PRODUCTS:** Materials described in "Part 2 - Products" may not necessarily be included in the project or in all portions of the project. Refer to "Part 4 - Rider" and Construction Drawings for inclusion.

- A. Materials: All materials to be incorporated into the work shall be in conformance with requirements of the geotechnical investigation and have been approved by Opus West Construction Corporation.
- B. Erosion Control Materials: Acceptable to the all governing authorities and Opus West Construction Corporation.

**PART 3 - EXECUTION:** Materials described in "Part 3 - Execution" may not necessarily be included in the project or in all portions of the project. Refer to "Part 4 - Rider" and Construction Drawings for inclusion.

- A. Preparation and Maintenance of Site:
  1. Site Clearing and Demolition:
    - a. All existing underground structures, abandon utility lines, concrete structures (above and below ground), pavement, site walls, parking lots, streets, curbs and gutter, debris, fences, topsoil, peat, vegetation (all trees and shrubs including palm trees), or other objectionable material shall be removed in conformance with the plans and specifications.
    - b. Strip and stockpile soil to be reused as backfill. Stockpile to be located on-site. If determined by the Earthwork Subcontractor that offsite stockpiling is required, it shall be that subcontractor's responsibility to provide. Location to be provided and paid for by the Subcontractor.

- c. Remove excess excavated material, trash, debris, and waste material from site and dispose of lawfully. Burning of waste materials on site is not permitted.
    - d. Repair and reestablish grades in settled, eroded, rutted, or otherwise damaged areas. In damaged compacted areas, scarify surface, reshape, and compact to required density prior to further construction.
  - 2. Drainage and Erosion Control:
    - a. The site shall be maintained in a freely drained condition at all times.
    - b. If required, construction of temporary drainage swales to control storm water runoff control erosion and silt runoff shall be in conformance with all governing authorities.
    - c. Coordinate installation of erosion control material with overall site work. Erosion control materials shall be consistently maintained and shall remain in place until completion of the project unless directed otherwise by Opus West Construction Corporation.
    - d. Locations of temporary ponding shall be approved by Opus West Construction Corporation. Temporary ponding areas shall be maintained including periodic removal of silt accumulation as required and shall remain in place until completion of the project unless directed otherwise by Opus West Construction Corporation.
  - 3. Preparation for Fill:
    - a. After removal of all undesirable materials in the fill areas it shall be inspected and approved by a soils engineer.
    - b. Fill depressions and voids resulting from site clearing operations. Place satisfactory soil materials and compact each layer to proper densities in accordance with soils report.
- B. Engineering: Opus West Construction Corporation will furnish the primary control points including property corners, building corners and elevation benchmarks. It is the subcontractor's requirement to accomplish any other staking necessary to bring the project to within substantial compliance of proper plan and grade. Should the control points be destroyed during the grading operations due to the subcontractor's negligence, replacing them will be the responsibility of the subcontractor.
- C. Excavation:
  - 1. Remove material encountered to obtain required sub-grade elevations, including underground structures and utilities either indicated to be removed or encountered during excavation. Unknown conditions shall be reported to Opus West Construction Corporation immediately.
  - 2. Explosives: Use of explosives is not permitted, unless explicitly directed by Opus West Construction Corporation in writing.
  - 3. Provide bracing and shoring as required in excavations, to maintain sides and to protect adjacent surfaces from settlement. Comply with regulations and requirement of authorities having jurisdiction. Maintain shoring and bracing until excavations are backfilled.
  - 4. Stockpile excavated materials, off-site, as directed by Opus Project Superintendent, until required for backfill and fill. Stockpiled materials on-site shall be at the sole discretion of the Opus Project Superintendent.

5. Excavate for structure to elevations and dimensions shown. Extend excavation a sufficient distance to permit placing and removal of other work and to permit inspection.
  6. Cut ground under pavements to comply with cross-sections, elevations, and grades indicated.
  7. Any dewatering necessary during the excavation and backfill operations shall be the responsibility of the subcontractor (i.e. water table, storm run-off, broken utility lines by this Subcontractor).
  8. Excavation of Unsuitable Material: If unsatisfactory soil materials are encountered, continue as directed by Opus West Construction Corporation. Remove unsuitable materials in accordance with the soils report.
  9. The slope of the excavation shall be in conformance with the soils report.
- D. Disposition of Excavated Materials: Excavated materials shall be utilized to the fullest extent allowed in the soils report and so far as the material is suitable for the construction of earthwork.
- E. Backfill and Fill:
1. Place and compact acceptable soil material in layers to required elevations per soils report.
  2. Backfill excavations as promptly as work permits.
  3. When settlement of backfill or fill occurs, subcontractor shall remove and replace or otherwise correct detrimental conditions at no additional cost to Opus West Construction Corporation.
  4. Parking lot and building pad areas shall be proof rolled with a loaded truck or scraper to locate soft or yielding areas. Any soft or excessively yielding material shall be stabilized or removed and replaced with controlled fill at the direction of Opus West Construction Corporation.
- F. Grading:
1. Grade areas indicated with uniform levels or slopes between finish elevations to within 0.10 foot above or below required sub-grade elevations.
  2. Care must be taken to assure positive drainage away from the excavation perimeter and improved areas.
- G. Protection:
1. Protect existing structures, utilities, sidewalks, pavements, and other facilities in areas of work. Barricade open excavations and provide warning lights. Provide protection for adjacent properties as required.
  2. Restore damaged work to condition existing prior to start of work.

H. Streets and Highways:

1. Traffic: Conduct operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from Opus West Construction Corporation.
2. Streets and highways shall be maintained and kept free of dirt and debris in accordance with requirements of all governing authorities and Opus West Construction Corporation.

**PART 4 - RIDER**

A. Scope:

1. Examination of Site:
  - a. The prospective Earthwork Subcontractor is expected to carefully examine the site of the proposed work. Submission of a bid is conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, and contract.
  - b. Any wells, cisterns, or other underground appurtenances shall be properly removed or abandoned according to local municipal requirements. Existing septic tanks, drain fields, underground tanks, tiles, or utilities to be abandoned shall be removed and the excavations backfilled and compacted, in accordance with the soils report.
2. Maintenance: When it is required to transport materials in or out of the site over streets and highways, it will be the subcontractor's responsibility to maintain those roadways to such a degree that is acceptable to Contractor and all governing authorities. Any penalties assessed to Opus West Construction Corporation due to lack of maintenance will be passed on to Subcontractor.
3. The subcontractor shall furnish all labor, equipment, tools, and materials necessary for completion of all earthwork including but not limited to:
  - a. Accomplishing all work in compliance with the recommendations of the geotechnical report as submitted by Speedie and Associates, dated August 23, 2004, Project No. 041163SA.
  - b. Footing/Foundations: Overexcavate (sieving and backfill as required) all spread, linear footing and elevator pits for the project per foundation alternate #2 as defined in the Geotechnical Report (soils report). This work does not include drilling of caissons or elevator piston shafts.
  - c. Sub-grades (grades): Provide all sub-grades to within  $\pm 1/2$ " including but not limited to, asphalt paving area, plaza fill areas, slabs-on-grade, with proper slope and cuts/shelves as required. All sub-grades and fills shall be compacted as required by the Geotechnical Report (soils report).
  - d. Continuous and final clean-up in compliance with the Salt River Pima-Maricopa Indian Community and Opus West Construction Company for work covered in this agreement.
  - e. Certification of grades, building pads, retention quantities, and record drawings.
  - f. Cutting and filling, excavation and backfill according to lines and grades on plans.
  - g. Staking destroyed by Earthwork Subcontractor will be replaced at Earthwork Subcontractor's expense.
  - h. All layout and surveying required for this scope-of-work.
  - i. Clearing and grubbing the site of all vegetation including trees and removal of all structures.
  - j. Offsite remove of all cleared vegetation and onsite debris.

- k. Subcontractor shall utilize on-site material for fill treated per requirements in the geotechnical report as submitted by Speedie and Associates dated August 23, 2004, Project No. 041163SA. Subcontractor shall export and import materials as necessary on a per load basis. Subcontract price includes 110 loads (1,430 cubic yards) of Subcontractor provided import and a unit price credit for relocation of Contractor provided fill.
- l. All finishing work including placement of topsoil and filling the top of planters with topsoil.
- m. Providing and maintaining erosion control as required by the local governing authorities.
- n. Providing and maintaining temporary ponding areas and drainage ways as required.
- o. Backfill behind curbs and landscape islands with fill material containing rocks not greater than 3 inches in diameter.
- p. Dust control while performing work on the jobsite conforming to local, county, and state regulations.
- q. Provide, maintain, and reinstall (at completion of rough grading) stabilized construction entrance(s) as required in the Project's Storm Water Pollution Prevention Plan. Other SWPPP structures excluded from Subcontractor's scope-of-work.
- r. Providing traffic control necessary for this scope-of-work.
- s. Furnishing and installing a water meter and paying the invoices generated by Subcontractor's water use for this scope-of-work.
- t. Obtaining and maintaining the Haul Permit as required by any impacted jurisdiction.
- u. Providing imported soil with a 1.5% or less swell potential when used for the building pad and 3.6% or less swell when used for landscape or parking areas.
- v. Subcontractor to perform backfill where required on-site.
- w. Subcontractor will incorporate other trade spoils on-site.
- x. Subcontractor shall construct the building pads for this project 8" below finish floor.
- y. Subcontract agreement includes one mass grading, one ABC/Asphalt, and one concrete mobilization.
- z. Subcontract agreement excludes screening or sorting of material.
- aa. Excludes unknown surface conditions, weed killer, utilities, and brick pavers.
- bb. Earthwork Subcontractor shall immediately notify Contractor, in writing, discoveries of hazardous material (soil or man made object). Written notification by the Earthwork Subcontractor will include, name of person or persons who discovered material, location, record of odors and soil dis-colorization (if applicable: shape and description of object). Upon discovery of certain or potential hazardous materials the Earthwork Subcontractor shall cease excavation activities in the described area until an Contractor provided environmental soil engineer can take samples to determine what type of soil contamination exists, if any, and advise on how to dispose of the tainted materials. Fees

associated with the removal of hazardous material, by the Earthwork Subcontractor, are as stated in the Unit Prices of the Subcontract Agreement. The relocation of excavations forces by the Earthwork Subcontractor due to environmental analysis shall not be an additional cost to Contractor.

B. Submittals:

1. Provide a Phase I Environmental Report and a Geotechnical Report performed by an engineer approved by Opus West Construction Corporation, on all fill material imported to the site, which was not originally excavated from the site. Any soil brought onto the site before approval of said reports shall be removed by Subcontractor at the discretion of Contractor.
2. Sieve/gradation analysis for imported fill as required by Opus Project Superintendent.

C. Alternates:

1. None

D. Field Quality Control: Allow testing agency to inspect and test each sub-grade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.

1. Footing Sub-grades: Test each soil stratum to verify design bearing capacities.
2. Paved Areas and Building Slabs: At sub-grade and at each compacted fill and backfill layer, perform at least one field in-place density test for every 2,000 sq. ft. or less of paved area or building slab, but in no case fewer than 3 tests.
3. Trench Backfill: In each compacted initial and final backfill layer, perform at least one field in-place density test for each 150 feet or less of trench, but in no case fewer than two tests.
4. When testing agency reports that sub-grades, fills or backfills are below specified density, remove and replace soil to the depth required, re-compact, and retest until required density is obtained at no additional cost to Opus West Construction Corporation.

E. Supervision by Subcontractor: The Subcontractor shall have a complete set of plans and specifications available on the project at all times while the work is in progress, shall assume full responsibility for supervision of the work irrespective of the amount of work sublet, and shall give the work the attention necessary to facilitate satisfactory progress to assume completion in accordance with the terms of the contract. During the life of the contract, the Subcontractor shall provide and have at all times a competent superintendent in charge of the overall project, who will be personally available at the site of work within 24 hour notice. This superintendent may be either the Subcontractor himself or a responsible employee of his who has been authorized to act in the Subcontractor's behalf. The individual shall be fully authorized to conduct all business with Contractor; to negotiate and execute change orders; to execute the orders and directions of Contractor without delay; and to promptly supply the materials, equipment, tools, labor and incidentals necessary for the prosecution of the work. At all times while work is actually being performed, the Subcontractor shall have at the site of work a competent individual who is authorized and fully capable of managing, directing and coordinating the work in progress; who is thoroughly experienced in the type of work being performed, who is capable of reading and thoroughly understanding the plans and specifications; who is authorized to receive instructions for Contractor and his representative. This individual and the superintendent having overall responsibility for the project may be one and the same person as long as he is constantly available in person on the project and is fully qualified in all other respects.



- F. Job Conditions During Construction: Site conditions shall be maintained as neat and orderly and safe as possible. Proper staging of equipment, materials, and supplies will be insisted on by the Contractor representative. No debris shall be allowed to accumulate on the project. The Subcontractor shall at all times conduct his operations and perform the work in a manner that will assure the least possible obstruction to traffic, and he shall provide for the safety of the general public as well as the residents abutting the project. Temporary facilities shall be provided by the Subcontractor where and when necessary to conveniently serve pedestrian travel over or through obstructions at public walkways and at other locations designated by Contractor that are not incorporated into the approved Site Logistics plan. Open excavations which contain water, or are hazardous for other reasons, shall be adequately fenced off and posted with conspicuous warning signs. Whenever work affects public streets and roadways, the Subcontractor shall give the chiefs of the local fire and police departments sufficient notice to arrange for routing of emergency vehicles. The Subcontractor shall keep the authorities informed as to the status of street blockades affecting travel of emergency vehicles. Access to fire hydrants shall not be obstructed without the approval of the local fire chief.
- G. This agreement specifically excludes the following items:
1. Shoring system.
  2. Drilling of caisson and elevator piston shafts.

**END OF SECTION 02200**

PROJECT SPECIFICATIONS  
FOR  
THE DESIGN AND CONSTRUCTION  
OF  
Pima Center I - Building E  
Salt River Pima-Maricopa Indian Community  
Section 02520- Site Concrete

Prepared By:  
Opus West Construction Corporation  
December 6, 2007

**SECTION 02520-SITE CONCRETE**

**PART 1 - GENERAL**

- A. General Requirements: In accordance with Division 1 - General and Special Conditions of this Project Manual.
- B. Scope: Provide all labor, materials, equipment and services necessary and reasonably incidental to complete Portland cement concrete paving, curbs and gutter, and sidewalk work in accordance with Contract Documents and per "Part 4 - Rider".
1. Value Engineering: The bidders are requested to provide prices as shown or specified in the design drawings and specifications; however bidders are strongly encouraged to recommend cost saving design alternatives, with regard to architectural design and/or bidder's trade design. Any cost savings alternatives will not be revealed to bidder's competition.
- C. Submittals: In accordance with "Part 4 - Rider" and the applicable requirements of Division 1 - General and Special Conditions.
- D. Codes and Permits:
1. All work shall meet or exceed the requirements of applicable codes, rules, laws, regulations and local code enforcement officials. Any work not in conformance with codes shall be brought to the attention of Opus Project Supervisor.
  2. Obtain permits, tests and approvals required by the municipality or any other authorized agency for completion of the work and pay necessary fees related thereto.
  3. All work shall conform to latest applicable OSHA requirements and Opus West Construction Corporation Safety Program.
- E. Coordination:
1. Subcontractor shall coordinate its work with other trades and with Opus Project Supervisor.
  2. Schedules: Coordinate fabrication and/or delivery schedules with construction progress to avoid delay of the work.
  3. In case of conflict, the Opus Project Supervisor shall decide the proper location, arrangement or detailing, and any costs in revising or relocating equipment or material shall be at the expense of the Subcontractor responsible for the work, when locations and arrangements are made without the knowledge of the Opus Project Supervisor.
- F. Quality Assurance:
1. Concrete Standards: Comply with provisions of the following standards.
    - a. American Concrete Institute (ACI) 301, "Specifications for Structural Concrete for Buildings", (ACI) 305R-91, "Hot Weather Concreting with additional reference to (ACI) 304, 308, 309R, and 325.9R-91.
    - b. ACI 318, "Building Code Requirements for Reinforced Concrete".
    - c. Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice".

2. **Manufacturer's Requirements:** Manufactured materials hereinafter specified or shown on the Drawings shall be applied and installed in accordance with manufacturer's directions, recommendations of an association dealing primarily with the materials and in accordance with the specifications and the Drawings. Conflicts shall be resolved in a manner which preserves all manufacturers' warranties.
  3. **Testing and Inspection:** Contractor shall retain a professional engineer to conduct tests on the materials and other work under this contract. The number of tests, frequency and costs of the inspections will be the responsibility of Contractor. If tests fail to meet requirements, material shall be removed, replaced and retested to comply with specifications at no additional cost to Contractor.
  4. **Field Quality Control:** The testing of materials of concrete mix designs and of resulting concrete for compliance with the technical requirements of the specifications shall be performed by an independent testing laboratory, contracted by Contractor. Materials testing and mix designs shall be furnished by the redi-mix supplier.
    - a. **Sampling Fresh Concrete:** ASTM C 172, except modified for slump to comply with ASTM C 94.
      - 1). **Slump:** ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
      - 2). **Air Content:** ASTM C 173; volumetric method for lightweight or normal weight concrete; ASTM C 231, pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.
      - 3). **Concrete Temperature:** ASTM 1064; one test hourly when air temperature is 40 degrees F (4 degrees C) and below, when 80 degrees F (27 degrees C) and above, and one test for each set of compressive strength specimens. **Compression Test Specimen:** ASTM C 31; one set of 3 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.
    - b. When frequency of testing will provide fewer than five strength tests for a given class of concrete, conduct testing from at least five randomly selected batches or from each batch if fewer than five are used.
    - c. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength and no individual strength test result falls below specified compressive strength by more than 500 psi. Additional tests and associated costs, as a result of not meeting specified strengths, shall be the responsibility of the subcontractor.
- G. **Close-Out:**
1. **Warranties:** Provide one (1) year written warranty in accordance with Division 1.
- H. **Alternates:** Provide alternate pricing as described and directed in the Bid Documents and "Part 4 - Rider." Alternate pricing shall include all applicable taxes (in accordance with state and local tax codes), general conditions, and overhead and profit.

- I. Unit Prices: Provide unit prices as described and directed in the Bid Documents. Unit prices shall include all applicable taxes (in accordance with state and local tax codes), general conditions, and overhead and profit.

**PART 2 - PRODUCTS:** Materials described in "Part 2 - Products" may not necessarily be included in the project or in all portions of the project. Refer to "Part 4 - Rider" and Construction Drawings for clarification.

A. Forms:

1. Form Materials: Materials with sufficient stability to withstand pressure of placed concrete without bow or deflection and provide full-depth, continuous, straight, smooth exposed surfaces.
2. Form Release Agent: Provide commercial formulation, form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

B. Reinforcing Materials:

1. Reinforcing Bars and Tie Bars: ASTM A 615, Grade 60, deformed.
2. Plain, Cold-Drawn Steel Wire: ASTM A 82.
3. Welded Steel Wire Fabric: ASTM A 185.
  - a. Furnish in flat sheets, not rolls, unless otherwise acceptable to Architect.
4. Deformed-Steel Welded Wire Fabric: ASTM A 497.
5. Fabricated Bar Mats: Welded or clip-assembled steel bar mats, ASTM A 184. Use ASTM A 615, Grade 60 steel bars, unless otherwise indicated.
6. Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 60. Cut bars true to length with ends square and free of burrs.
7. Supports for Reinforcement: Chairs, spacers, dowel bar supports and other devices for spacing, supporting, and fastening reinforcing bars, welded wire fabric, and dowels in place. Use wire bar-type supports complying with CRSI specifications.

C. Concrete Materials:

1. Portland Cement: ASMT C 150, Type I or Type III.
  - a. Provide Type II at areas requiring sulfate resistance in conformance with soils report.
2. Fly Ash: ASTM C 618, only with prior approval from Contractor.
3. Normal-Weight Aggregates: ASTM C 33.
  - a. Maximum Aggregate Size: Three-quarter (3/4) inches.
4. Water: Potable.

D. Admixtures: Added only with the approval of Contractor.

1. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

E. Materials:

1. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309.

F. Concrete Mixing:

1. Ready-Mixed Concrete: ASTM C 94.
  - a. Ready-Mix Concrete: ASTM C 94.
  - b. Proportion mixes complying with mix design procedures specification in ACI 318, Section 5.3.
  - c. Concrete shall be prepared and mixed at a plant, transported, handled and placed in accordance with "Design and Control of Concrete Mixtures" published by the Portland Cement Association.
  - d. The plant and delivery units shall be certified by the National Ready Mixed Concrete Association.
  - e. Compressive strengths and slumps for all concrete required for this construction shall be as noted on the drawings.
  - f. Adjust mix designs when material characteristics, job conditions, weather, test results, or other circumstances warrant. Do not use revised concrete mixes until laboratory test data and strength results have been submitted to and reviewed by Contractor.

G. Integral Concrete Color for Specialty Concrete Paving:

1. Davis or approved equal.
  - a. T.B.D
  - b. T.B.D.
  - c. Samples of substitute manufactures to be reviewed and approved by Contractor.

**PART 3 - EXECUTION:** Materials described in "Part 3 - Execution" may not necessarily be included in the project or in all portions of the project. Refer to "Part 4 - Rider" and Construction Drawings for clarification.

A. Surface Preparation:

1. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving.
2. Remove loose material from compacted subbase surface immediately before placing concrete.

B. Edge Forms and Screed Construction:

1. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for paving to required lines, grades, and elevations. Install forms to allow continuous progress of work.
2. Check completed formwork and screeds for grade and alignment to following tolerances:
  - a. Top of Forms: Not more than one-eighth (1/8) inch in 10 feet.
  - b. Vertical Face on Longitudinal Axis: Not more than one-quarter (1/4) inch in 10 feet.
3. Clean forms after each use and coat with form release agent as required to ensure separation from concrete without damage.

C. Placing Reinforcement:

1. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for placing and supporting reinforcement.
2. Clean reinforcement of loose rust and mill scale, earth or other bond-reducing materials.
3. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
4. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
5. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities or replace units as required before placement.

D. Joints: Comply with the requirements and recommendations of ACI 330R-13, Article 4.7.

1. General: Construction contraction, construction, and isolation joints true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to the centerline, unless indicated otherwise.
2. Contraction Joints: Provide weakened-plane contraction joints, sectioning concrete into areas as shown on Drawings.
  - a. Tooled Joints: Form contraction joints in fresh concrete by grooving and finishing each edge of joint with a radius jointer tool.
  - b. Sawed Joints: Form contraction joints with power saws. Cut 1/8-inch -wide joints into hardened concrete when cutting action will not tear, abrade, or otherwise damage surface before development of random contraction cracks.
  - c. Inserts: Form contraction joints by inserting pre-molded strips into fresh concrete until top surface of strip is flush with paving surface. Radius each joint edge with a jointer tool. Carefully remove strips after concrete has hardened. Clean groove of loose debris.
3. Construction Joints: Set construction joints at side and end terminations of paving.
  - a. Provide preformed key way-section forms or bulkhead forms with keys.

- b. Continue reinforcement across construction joints unless indicated otherwise.
- 4. Isolation Joints: Form isolation joints of preformed joints of preformed joint filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects.
  - a. Extend joint fillers full width and depth of joint. Place top of joint filler flush with finished concrete surface when no joint sealant is required.
  - b. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.
  - c. Protect top edge of joint filler during concrete placement. Remove protection after concrete has been placed on both sides of joint.

E. Concrete Placement:

- 1. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- 2. Moisten subbase to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.
- 3. Comply with requirements and with ACI 304R and 305R-91 for measuring, mixing, transporting, and placing concrete.
- 4. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- 5. Hot-Weather Placement: Place concrete complying with ACI 305R-91 and as specified when hot weather conditions exist.

F. Concrete Finishing:

- 1. Float Finish: Begin floating when bleed water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Finish surfaces to true planes within a tolerance of one-quarter (1/4) inch in 10 feet as determined by a 10-foot-long straightedge placed anywhere on the surface in any direction. Cut down high spots and fill low spots. Refloat surface immediately to a uniform granular texture.
  - a. Finishing of off-site concrete shall meet City of Phoenix requirements.
- 2. Final Tooling: Tool edges of paving, gutters, curbs, and joints formed in fresh concrete with a jointing tool to the radius. Repeat tooling of edges and joints after applying surface finishes. Eliminate tool marks on concrete surfaces.



G. Concrete Protection and Curing:

1. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with the recommendations of referenced standards for protection during curing.
2. Evaporation Control: In hot, dry, and windy weather, protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply according to manufacturer's instructions after screening and bull floating, but before floating.
3. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
4. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these.

H. Field Quality Control Testing:

1. Contractor will employ a qualified testing inspection agency to sample materials, perform tests, and submit test reports during concrete placement.

I. Repairs and Protection:

1. Remove and replace concrete paving that is broken, damaged, or defective, or does not meet the requirements of this Section.
2. Drill test cores where directed by Opus Project Supervisor when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas.
3. Protect concrete from damage. Exclude traffic from paving after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
4. Maintain concrete paving free of stains, discoloration, dirt and other foreign material.

**PART 4 - RIDER**

**A. Site Concrete Scope:**

1. Furnish all labor, materials, equipment and services necessary or reasonably incidental to complete all site concrete construction listed below as shown on the drawings. This scope shall include, but is not limited to the following:
  - a. All standard gray vertical, single, and extruded concrete curbing as shown on the drawings (site and offsite).
  - b. Subcontractor shall provide "flat curb" at bottom of ADA ramps per detail A0.3 #6 and #7.
  - c. Subgrade materials as required.
  - d. All reinforcing steel required to perform this scope.
  - e. All expansion joint materials for this Work.
  - f. All vertical and horizontal layout required for this scope of work. Contractor shall provide horizontal and vertical control.
  - g. All traffic control required to perform this Work.
  - h. Saw cutting as required.
  - i. Guaranteed concrete pricing through 9/30/08.
  - j. Subcontract price includes one (1) concrete mobilization.
  - k. Concrete material shall comply with MAG "B" 2500 psi.
  - l. Subcontractor is not responsible for damage caused by other trades.

**B. Submittals:** Submit the following according to the Conditions of the Contract and Division 1 Specification Sections:

1. Submittals within twenty-one (21) days of contract date for approval: Provide six (6) sets of Specification Data for the following:
  - a. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, joint systems, curing compounds, dry-shake finish materials and others if requested by Architect.
  - b. Shop drawings for reinforcement detailing fabricating, bending, and placing concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, bent bar diagrams, and arrangement of concrete reinforcement. Include special reinforcing required for openings through concrete structures.
2. Design mixes for each class of concrete. Include revised mix proportions when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
3. Laboratory test reports for evaluation of concrete materials and mix design tests.
4. Material certificates in lieu of material laboratory test reports when permitted by Contractor. Material certificates shall be signed by manufacturer and subcontractor certifying that each material item complies with or exceeds requirements. Provide certification from admixture manufacturers that chloride content complies with requirements.

Section 02520 - Site Concrete  
December 6, 2007

Pima Center I - Building E

C. Exclusions:

1. Caulking.
2. Bollards.
3. Light pole bases.
4. Foundation/footings for structures.

**END OF SECTION 02520**

PROJECT SPECIFICATIONS  
FOR  
THE DESIGN AND CONSTRUCTION  
OF  
Pima Center I - Building E  
Salt River Pima-Maricopa Indian Community  
Section 02510 - Asphalt Paving

Prepared By:  
Opus West Construction Corporation  
December 6, 2007

**SECTION 02510 - ASPHALTIC PAVING**

**PART 1 - GENERAL**

- A. General Requirements: In accordance with Division 1 - General and Special Conditions of this Project Manual.
- B. Scope: Provide all labor, materials, equipment and services necessary and reasonably incidental to complete Asphalt Paving in accordance with Contract Documents and per "Part 4 - Rider".
  - 1. Value Engineering: The bidders are requested to provide prices as shown or specified in the design drawings and specifications; however bidders are strongly encouraged to recommend cost saving design alternatives, with regard to architectural design and/or bidder's trade design. Any cost savings alternatives will not be revealed to bidder's competition.
- C. Submittals: In accordance with "Part 4 - Rider" and the applicable requirements of Division 1 - General and Special Conditions.
- D. Codes and Permits:
  - 1. All work shall meet or exceed the requirements of applicable codes, rules, laws, regulations and local code enforcement officials. Any work not in conformance with codes shall be brought to the attention of Opus Project Supervisor.
  - 2. Obtain permits, tests and approvals required by the municipality or any other authorized agency for completion of the work and pay necessary fees related thereto.
  - 3. All work shall conform to latest applicable OSHA requirements and Opus West Construction Corporation Safety Program.
- E. Coordination:
  - 1. Subcontractor shall coordinate its work with other trades and with Opus Project Supervisor.
  - 2. Schedules: Coordinate fabrication and delivery schedules with construction progress to avoid delay of the work.
  - 3. In case of conflict, the Opus Project Supervisor shall decide the proper location, arrangement or detailing, and any costs in revising or relocating equipment or material shall be at the expense of the Subcontractor responsible for the work, when locations and arrangements are made without the knowledge of the Opus Project Supervisor.
  - 4. Existing Utilities: Locate and provide protection from damage. Cooperate with Owner and utility companies for maintaining services. Do not break utility connections without notifying Contractor a minimum of 48 hours in advance and providing acceptable temporary services. Repair damages to existing utilities as directed by utility company.
- F. Quality Assurance:
  - 1. Regulatory Requirements: Perform all aggregate base and bituminous paving work in accordance with the applicable sections of the standard specifications for base and pavement construction of the applicable jurisdiction where the project is located. Density for base aggregate and bituminous paving shall comply with the Specified Density Method.

2. Testing and Inspection: Contractor will retain a professional soils engineer to conduct tests on the fill materials and other work under this contract. The number of tests, frequency and costs of the inspections will be the responsibility of Contractor. If tests fail to meet requirements, materials shall be removed, replaced and retested to comply with specifications at no additional cost to Contractor.
  3. Field Quality Control: In accordance with "Part 4 - Rider".
- G. Close-Out: The following items must be provided prior to final payment:
1. Warranties: Provide one (1) year written warranty in accordance with Division 1.
  2. Record Documents: Any approved alterations to the Contract Documents must be recorded and provided to Contractor on reproducible drawings.
- H. Alternates: Provide alternate pricing as described and directed in the Bid Documents and "Part 4 – Rider." Alternate pricing shall include all applicable overhead and profit, general conditions and taxes.
- I. Unit Prices: Provide unit prices as described and directed in the Bid Documents. Unit prices shall include all applicable overhead and profit, general conditions and taxes.

**PART 2 - PRODUCTS:** Materials described in "Part 2 - Products" may not necessarily be included in the project or in all portions of the project. Refer to "Part 4 - Rider" and Construction Drawings for clarification.

- A. Materials: Use locally available materials and aggregate gradations that exhibit a satisfactory record of previous installations and as follows:
1. Prime Coat: Cut-back asphalt, ASTM D 2027; MC-30, MC-70, or MC-250.
  2. Tack Coat: Emulsified asphalt, ASTM D 977 or ASTM D 2397.
  3. Asphalt Cement: ASTM D 338 for viscosity-graded material and ASTM D 946 for penetration-graded materials.
  4. Mineral filler: ASTM D 242.
  5. Aggregate Base Course (ABC): ASTM C136 and C117.
  6. Weed Control: As approved by Contractor.

**PART 3 - EXECUTION:** Materials described in "Part 3 - Execution" may not necessarily be included in the project or in all portions of the project. Refer to "Part 4 - Rider" and Construction Drawings for clarification.

- A. Project/Site Conditions:
1. Weather Limitations: Do not apply prime and tack coats when temperature is below 50 degrees F (10 degrees C) or when base is wet. Apply hot-mixed asphalt paving only when temperature is above 40 degrees F (4 degrees C) and when base is dry.
- B. Layout/Engineering: Contractor will furnish the primary control points including property corners, building corners and elevation benchmarks. It is Subcontractor's requirement to accomplish any other staking necessary to bring the project to within substantial compliance of proper plan and grade. Should the control

points be destroyed during the grading operations due to Subcontractor's negligence, replacing them will be the responsibility of Subcontractor.

C. Surface Preparation:

1. Subgrade shall be prepared and blue-topped by Earthwork Subcontractor. Paving Subcontractor shall check the subgrade elevations to its satisfaction. Commencement of the work shall constitute acceptance of the condition of the subgrade.
2. Remove loose material from compacted subgrade before applying aggregate base course. Do not begin work until unsatisfactory subgrade conditions have been corrected.

D. Aggregate Base Course: Place and compact aggregate base course in accordance with Contract Documents, soils report and all governing authorities.

E. Priming:

1. Where existing surfacing materials abut new paving, apply tack coat per manufacturer's recommendations to in-place asphalt or concrete contact surfaces and other surfaces that will contact paving.
2. Apply prime coat over compacted base course per manufacturer's recommendations and as required by all governing authorities.

F. Paving:

1. Place mixture, spread and strike off.
2. Place each lift to required grade, cross-section, and compacted thickness. Where the total bituminous section is 3 inches or greater, place in two lifts.
3. Clean contact surfaces and apply tack coat to joints between old and new pavements and between successive days work.
4. Begin rolling when mixture will bear roller weight without displacement. Repair surface defects with hot material as rolling progresses. Cut out and patch defective areas and roll to blend with adjacent satisfactory paving. Continue rolling until maximum density attained and roller marks eliminated.
5. Protect paving from damage and vehicular traffic until mixture has cooled and attained its maximum degree of hardness.

G. Paving Tolerances: In-place, compacted, hot-mixed asphalt paving will not be acceptable if exceeding the following tolerances:

1. Thickness of Aggregate Base Course: Not more than plus or minus one-half (1/2) inch.
2. Thickness of Asphaltic Paving: Not more than plus or minus one-quarter (1/4) inch.
3. Surface Smoothness: Not more than 3/16 inch when measured with a 10-foot straightedge.
4. The finished bituminous surface shall be free of standing water and drain in accordance with the grading plan.

- H. Traffic and Lane Markings: Apply two coats of traffic-lane marking paint over cleaned paving surface. Lay out area and review with Contractor before paint application. Use white unless otherwise directed by Contractor or indicated on drawings.
- I. Utility Adjustment: Upon completion of paving installation, adjust all utility covers, manholes and related items to the proper elevations.
- J. Clean-Up: Remove excess material and debris from job site as directed by Opus Project Supervisor.



**PART 4 - RIDER**

- A. The subcontractor shall furnish all labor, equipment, tools, and materials necessary for completion of all paving work including but not limited to:
1. On and off-site paving including an aggregate base course of 3" A.C. over 6" of A.B.C. for truck/fire lanes and 2" A.C. over 6" A.B.C. for auto lanes and auto parking. Asphalt to be placed in a single lift.
  2. Pavement Striping and Traffic Markings: striping includes, but is not limited to, handicap symbols, delivery zones, directional arrows, and lane striping.
  3. Signage: Includes, but is not limited to, traffic signage, handicap signage including U-shaped post, and directional signage.
  4. Subcontractor shall provide fire lane striping including stenciling and post mounted fire lane signs based on unit cost defined in the Subcontract Agreement.
  5. Subcontractor shall sawcut, remove, and haul-off asphalt in locations to receive concrete sidewalks through asphalt paving.
  6. Curb cuts as required per the drawings.
  7. Removing existing curb cuts and curb lanes as required per the drawing list.
  8. Adjusting of water valves and all other structures located in paved areas to the final pavement elevation.
  9. Layout: Contractor shall provide horizontal and vertical control. Subcontractor shall provide all vertical and horizontal layout required for this scope of work.
  10. Guarantee asphalt and ABC pricing through 9/30/08.
  11. Subcontract agreement excludes design stamping of asphalt.
- B. Submittals:
1. Aggregate base course gradation analysis.
  2. Asphalt mix design.
- C. Alternates:
1. As noted on bid form.
- D. Field Quality Control:
1. Provide full time onsite management at all times while work progresses at the site.
  2. Allow testing agency to inspect and test all asphalt paving as required by contract between Contractor and testing agency. When the testing agency reports that any asphalt does not meet the specified densities, remove and replace asphalt and retest until required densities are obtained.
- E. Exclusions:
1. Asphalt Prime Coat

**END OF SECTION 02510**

**Pima Center Building E**  
**Attachment "A"**  
**Clarifications and Exclusions**  
**Grading and Paving**  
**October 19, 2007**

*Original Agreement*

1. On-site soils to be used as fills.
2. Over-excavation is based Speedie soils report in Bid Package #2. 2 Feet below bottom of footing. Footing depths per sheet S2 of plans.
3. Import is bid per load, payment based on final quantity.
4. Our estimate has 1 mobilization for grading work, any additional mobilizations to be billed at \$10,000 each.
5. Water is to be available on-site from at least 2 fire hydrants.
6. Backfill includes curb and planters only.
7. Excludes screening or sorting.
8. Excludes unknown subsurface conditions, weed killer, utilities, brick pavers, and traffic control other than edge line at north tie in. All other traffic control to be billed at cost plus 10%.
9. Excludes SWPPP work other than construction entrances.
10. Asphalt item is bid using C ¾" or 19mm asphalt. Asphalt item is bid to place in 1 single lift.
11. We exclude ABC and ABC slurry under pavers and concrete of any type.
12. Excludes design stamping of asphalt.
13. Excludes all off-site improvements.
14. Paving areas are to balance after utility installations and other subcontractors.
15. Paving item prices are good through June 2008, with an alternate to go through September of 08, after this date material increases will be billed at cost plus 10%.
16. Excludes bonds, permits, testing, and taxes.
17. Striping price does not include fire lane striping. Fire lane unit prices are Fire Lane Curb painted face and top \$.60/lf. Fire lane/Stop signs mounted on custom angle poles \$220/each. If core drilling is required add \$82.00 per core.
18. This attachment is to become part of the contract.

**Concrete Exclusions / Qualifications**

1. Bid based on one mobilization (additional move-ins billed @ 2000.00 ea.)
2. Bid based on construction water from onsite hydrant
3. Job bid at MAG "B" ( 2500 psi )
4. Excludes Sawcut, Removals, Demo, Traffic Control, ABC, Unsuitable Material, Track-Out Rock, Street Balance, Catch Basins and Handicap ramps
5. Subgrade (+ / -) .3 tenths prior to concrete placement.
6. Not responsible for blemished, chipped or damage concrete caused by others
7. If Approved Sidewalk in Asphalt poured at 9" thick MAG "AA" ( 4000 psi w/ Fiber ) Installed prior to Paving

2534

**ARIZONA PRELIMINARY TWENTY DAY NOTICE**  
**IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 33-992.01,**  
**THIS IS NOT A LIEN AND THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR.**

YOU ARE HEREBY NOTIFIED THAT THE CLAIMANT:

REFER TO OPUS JOB # 10510.00

17132534

CONSTRUCTION 70 INC  
P O BOX 62345  
PHOENIX, AZ 85082  
480-898-7070 ~~1586~~ 1596

A. Construction Lender or Reputed Construction Lender and/or Assigns or Bonding Entity:

BANK OF AMERICA N A  
ATTN: NANCY ALONZO  
MAIL CODE: AZ1-200-22-17  
201 E WASHINGTON ST 22ND FLOOR  
PHOENIX, AZ 85004

**NOTICE TO PROPERTY OWNER**

If bills are not paid in full for the labor, professional services, materials, machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

1. Requiring your contractor to furnish a conditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment to your contractor.
2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.
3. Using any other method or device that is appropriate under the circumstances.

B. Owner or Reputed Owner or Public Agency or Tenant:

P C 101 INC  
% OPUS WEST CORPORATION  
2555 E CAMELBACK RD # 800  
PHOENIX, AZ 85016  
602-468-7000

**ADDITIONAL NOTICE TO PROPERTY OWNER AND ALL INTERESTED PARTIES**

Within ten days of the receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the notice pursuant to Arizona Revised Statutes section 33-992.01, subsection I or J or use as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any payment bond has been recorded in compliance with Arizona Revised Statutes section 33-1003, the owner must provide a copy of the payment bond including the name and address of the surety company and bonding agent providing the payment bond to the person who has given the preliminary twenty notice. In the event that the owner or other interested party fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim against the bond as a result of not timely receiving the bond information.

C. Original, General or Reputed Contractor:

OPUS WEST CONSTRUCTION CORPORATION  
2555 E CAMELBACK RD #800  
PHOENIX, AZ 85016  
602-468-7000

has furnished or will furnish labor, professional services, materials, machinery, fixtures or tools of the following general description:

**LABOR, MATERIALS, EQUIPMENT FOR GRADING, CONCRETE & PAVING.**

In the construction, alteration or repair of the building, structure or improvement located at:

OPUS PIMA CENTER I, BUILDING E  
9180 E VIA DE VENTURA  
SCOTTSDALE, AZ 85258

Information concerning the legal description of the jobsite:

**PLEASE SEE ENCLOSED SHEET. THANK YOU**

The above information needs verification if a lien is filed.

The name and address of the person or firm who's contracted with above claimant:

OPUS WEST CONSTRUCTION CORPORATION  
2555 E CAMELBACK RD #800  
PHOENIX, AZ 85016  
602-468-7000 ~~1586~~ 1596

Estimate of total price of labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is:

**\$\*\*\*467,730.40\*\***

Plus, if necessary, reasonable attorney fees, costs of collection, and costs of suit.

**X SIGNATURE AND TITLE ON FILE**

(signature) (title)  
for CONSTRUCTION 70 INC  
DATED AND  
MAILED THE 08TH DAY OF DEC, 2007  
Prepared and sent by:

JOYCE'S SERVICES CORPORATION  
P.O. BOX 27388, TEMPE, ARIZONA 85285-7388  
(480) 820-3343 FAX (480) 820-5862

17132534

JOYCE'S SERVICES CORPORATION WILL PROVIDE AN AFFIDAVIT OF PROOF OF SERVICES UPON REQUEST.  
IF PROCEEDING WITH LIEN FILING OR BOND CLAIM, PLEASE VERIFY INFORMATION WITH JOYCE'S SERVICES CORPORATION.

**20-DAY PRELIMINARY NOTICE INFORMATION/INSURANCE BROKER INFORMATION (Fax to Ins. Co.)**  
as of November 1, 2007

**PROJECT:** Name: Opus Pima Center I -- Building E  
Address: 9180 E. Via de Ventura  
Scottsdale, AZ 85258  
Ref. Opus Job No. : 10510.00

**OWNER:** Name: PC-101, Inc.  
Address: c/o Opus West Corporation  
2555 E. Camelback Road, Suite 800  
Phoenix, AZ 85016  
Phone: (602) 468-7000

**CONTRACTOR:** Name: **OPUS WEST CONSTRUCTION CORPORATION**  
Address: 2555 E. Camelback Road, Suite 800  
Phoenix, AZ 85016  
Phone: (602) 468-7000 / FAX: (602) 468-7010

Contacts: Senior Project Manager:	Craig Zupancic	(602) 468-7025
Associate Project Manager:	Vincent Genetti	(602) 468-7035
Associate Project Manager:	Ryan Hulett	(602) 468-7064
Project Superintendent:	TBD	
Administrative Assistant:	Jennifer Brinker	(602) 468-7075
Project Accountant: (all invoicing & insurance):	Whitney Le	(602) 468-7049

**FOR PRELIMINARY USE ONLY**

**LENDER:** Name: Bank of America, N.A.  
Address: 201 W. Washington Street, 22<sup>nd</sup> Floor  
Phoenix, AZ 85004  
Contact: Nancy Alonzo

**FOR PRELIMINARY USE ONLY****LEGAL DESCRIPTION:****OPUS PIMA CENTER I -- BUILDING E**  
**SCOTTSDALE, ARIZONA**

A portion of Section 31, Township 3 North, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a GLO cap at the North Quarter corner of said Section 31; thence S00°01'13"E (an assumed bearing), along the East line of the Northwest Quarter of said Section 31, for a distance of 2638.99 feet to a Brass Cap at the Center of said Section 31; thence N89°48'40"W, along the South line of the Northwest Quarter of said Section 31, for a distance of 1700.85 feet; thence S00°06'49"W for a distance of 1686.33 feet; thence S89°53'17"E for a distance of 905.94 feet; thence S00°00'00"W for a distance of 415.59 feet to the Point of Beginning;

Thence S90°00'00"E for a distance of 493.07 feet; thence S00°14'37"W for a distance of 482.58 feet to a point on the North right-of-way line of Via de Ventura; thence N89°53'53"W, along said North right-of-way line, for a distance of 491.02 feet; thence N00°00'00"E for a distance of 481.70 feet to the Point of Beginning.

A gross area containing 5.45 acres, more or less,  
Not subject to any Roadway Easements  
A net area containing 5.45 acres, more or less.

This sheet outlines the information Joyce's Services Corporation needs from your firm when you request us to prepare a preliminary notice for you. It can be copied and then completed to request a notice by fax or mail, or it can be used as a guide when calling in a request by phone. Please be sure your company information is correct, as this is the way it will appear on the notice.

Page \_\_\_ of \_\_\_

## Notice Request Form

CUSTOMER #1713

1. Name of your firm:

CONSTRUCTION 70 INC.

P O BOX 62345

PHOENIX, AZ. 85082

Phone # 480-898-7070

Fax # 480-898-7072

Person requesting notice: TRACEY

OK Job # 1586

IF THIS IS A REQUEST FOR AN ADDITIONAL AMOUNT for a previous notice, please give us the following information:

A. Previous notice number:

C. Additional estimated dollar amount:

B. Previous estimated dollar amount:

D. Total estimated dollar amount (B + C):

IF THIS IS A NEW NOTICE REQUEST, please complete the following:

2. Name, address, location, description of the project:

ORIS Pima Center I - Bldg 'E'  
9180 E. VIA DE VENTURA  
SCOTTSDALE AZ 85258

3. Name, address, phone number, contact person of the firm with whom you have a contract (who is paying you for this work or materials):

ORIS WEST CORP  
2555 E CAMELBACK RD #800  
PHOENIX AZ. 85016  
602. 468. 7000

4. General description of labor you are doing and/or materials you are supplying:

GRADING, CONCRETE & PAVING

5. Your estimated dollar amount for the project:

\$ 467,730.00

6. Date labor was first done at the site and/or materials first delivered to the site:

11/19/07

7. Any other information that your firm has about the project. It is important that you give us any information that you have concerning the owner for the project, general contractor, lender, and/or legal description.

CONSTRUCTION MANAGER:

**Joyce's**

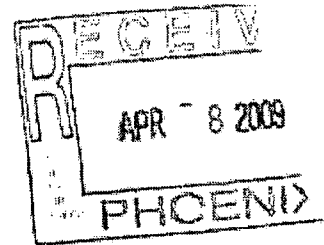
SERVICES CORPORATION

P.O. BOX 27388 / TEMPE, ARIZONA 85285-7388  
(480) 820-3343 / Fax (480) 820-5882

John 3:16



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER



05/25/2009

6

Dated: 12/06/2007

J. Inc.  
get

Earthwork, Asphalt Paving, & Site Concrete

CON-10510.00-16

02200, 02510, & 02520

PROJECT: Pima Center I - Building B  
9180 E. Via de Ventura  
Scottsdale, AZ 85258

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide all labor, material, skill and equipment necessary or required to remove standing water from this parking lot following the rain event of February 7-9 as referenced in Subcontractor's Request for Change Order dated February 17, 2009.	\$1,560.00
2	Subcontractor shall provide all labor, material, skill and equipment necessary or required to remove and dispose of existing asphalt at the Via De Ventura driveway, repave the area, and pour a new concrete manhole ring as referenced in Subcontractor's Request for Change Order dated March 5, 2009.	\$2,873.00 <i>RCO 7</i>
3	Subcontractor shall provide all labor, material, skill and equipment necessary or required to evaluate the stability of the sub-grade following the rain event of February 7-9 and remove unstable sub-grade material and replace with ABC. Contractor and subcontractor agreed beforehand that the price for this work would be T&M with a guaranteed maximum price of \$16,800 as referenced in Subcontractor's Request for Change Order dated March 5, 2009.	\$16,800.00 <i>RCO 7</i>
		<u>\$21,233.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-B20-01451.00-S	\$26,500.00	\$0.00	\$26,500.00
10510.00-B20-02240.00-S	\$0.00	\$1,560.00	\$1,560.00
10510.00-B20-02300.00-S	\$129,468.00	\$16,800.00	\$146,268.00
10510.00-B20-02410.00-S	\$85,290.00	\$0.00	\$85,290.00
10510.00-B20-02510.00-S	\$257,435.00	\$2,873.00	\$260,308.00
10510.00-B20-02580.00-S	\$4,400.00	\$0.00	\$4,400.00
10510.00-B40-03100.00-S	\$8,932.00	\$0.00	\$8,932.00
	<u>\$512,025.00</u>	<u>\$21,233.00</u>	<u>\$533,258.00</u>

Original Contract Amount.....	\$467,750.00
Previously Approved Change Orders.....	\$44,295.00
Amount this Change Order.....	\$21,233.00
Contract Amount to Date.....	<u>\$533,258.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Construction 70, Inc.

*Ricky Eischen*  
Printed Name

*4/2/09*  
Date

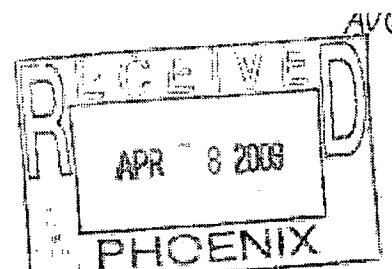
OPUS West Construction Corporation

*Vincent Genetti*  
Printed Name

*4/8/09*  
Date



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER



Change Order Date: 03/25/2009

Change Order #: 6

To Subcontract Agreement dated: 12/06/2007

TO: Construction 70, Inc.  
3620 S. 40th Street  
Phoenix, AZ 85040

PROJECT: Pima Center I - Building E  
9150 E. Via de Ventura  
Scottsdale, AZ 85258

Earthwork, Asphalt Paving, & Site Concrete

CON-10510.00-16

02200, 02510, & 02520

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

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



Construction **70**, Inc.

Warranty / Guarantee  
For  
Construction 70, Inc.

GUARANTEE FOR: OPUS WEST CONSTRUCTION CORP

WE HEREBY GUARANTEE: Paving & Concrete

WHICH WE HAVE INSTALLED AT: Pima Center I, Building E Job # 10510.00  
9180 East Via De Ventura  
Scottsdale, Arizona

In addition to other requirements of the contract documents regarding the guarantees / warranties for certain work, as specified in the applicable sections of these specifications. The guarantees / warranties shall commence on the day of substantial completion which is 3/19/2009.

We hereby warrant and the contractor guarantees that the Paving & Concrete which we have installed and the work has been performed in accordance with the drawings and specifications, and that the products installed will fulfill the requirements of the guarantee / warranty included in the specifications.

We agree to repair or replace any or all of our work, which may prove to be defective in its workmanship materials, or failure to conform to contract provisions and requirements with one (1) year from the date of substantial completion of the project by the Owner. Owner would be responsible for unusual abuse or neglect caused by other vendors, delivery crews etc...

In the event of our failure to comply with the previously-mentioned conditions within thirty (30) days after being notified in writing by the Owner, we, collectively or separately, hereby authorize the Owner to proceed to have the said defects repaired and made good at our expense, and will honor and pay the costs and charges therefore upon demand.

Signed: 

Ricky Eischen, Vice President

Date: March 24, 2009





March 24, 2009

Via Fax: 480-898-7072

Jeff Anderson  
Construction 70, Inc.  
3620 S. 40th Street  
Phoenix, AZ 85040

Re: **Close-Out Requirements for the following project:**  
Pima Center I, Building E, Job #10510.00  
9180 E. Via de Ventura, Scottsdale, AZ 85258

Dear Jeff:

As you already know, we are approaching the completion of the Pima Center I, Building E. Please send the following items for our Close-Out Manuals (as relevant to your trade) to our Phoenix Office by April 6, 2009.

1. Product Data for all equipment and materials.
2. Subcontractor's Guarantee/Warranty (Warranty shall begin on March 19, 2009.)
3. Manufacturer's Guarantee/Warranty (Warranty shall begin on March 19, 2009.)
4. Operation and Maintenance Manuals.
5. One (1) set of Record Drawings.
6. Extra Materials and Parts.
7. Any miscellaneous items not included in the above descriptions.

Include four (4) 8 1/2" x 11" copies (reduce the documents as needed, not drawings) of each item. Incomplete or incorrectly prepared documents will be returned for correction.

Please do not hesitate to contact me with any questions or concerns, and thank you for your help with our successful project and closeout.

Sincerely,

**OPUS WEST CONSTRUCTION CORPORATION**

*Laura Haasch*

Laura Haasch  
Senior Administrative Assistant

Copy: File



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 03/25/2009

Earthwork, Asphalt Paving, & Site Concrete

Change Order #: 6

CON-10510.00-16

To Subcontract Agreement dated: 12/06/2007

02200, 02510, & 02520

TO: Construction 70, Inc.  
3620 S. 40th Street  
Phoenix, AZ 85040

PROJECT: Pima Center I - Building 1  
9180 E. Via de Ventura  
Scottsdale, AZ 85258

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

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

1596.005

AVG  
CAZ

# OPUS West Construction Corporation

## SUBCONTRACT CHANGE ORDER

Change Order Date: 02/23/2009

Earthwork, Asphalt Paving, &amp; Site Concrete

Change Order #: 5

CON-10510.00-16

To Subcontract Agreement dated: 12/06/2007

02200, 02510, &amp; 02520

TO: Construction 70, Inc.

PROJECT Pima Center 1 - Building E

3620 S. 40th Street  
Phoenix, AZ 85040

9180 E. Via de Ventura

Scottsdale, AZ 85258

### CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall furnish all skill, labor, material and equipment necessary or required to install 8" grey concrete sidewalks which pass through asphalt paving in eleven locations. Subcontractor shall use 4000 psi concrete reinforced with fiber. Saw cutting and removal of asphalt for this added scope-of-work is included in base subcontract.	\$8,932.00
		<u>\$8,932.00</u>

### SCHEDULE

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

### CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-B20-01451.00-S	\$26,500.00	\$0.00	\$26,500.00
10510.00-B20-02300.00-S	\$129,468.00	\$0.00	\$129,468.00
10510.00-B20-02410.00-S	\$85,290.00	\$0.00	\$85,290.00
10510.00-B20-02510.00-S	\$257,435.00	\$0.00	\$257,435.00
10510.00-B20-02580.00-S	\$4,400.00	\$0.00	\$4,400.00
10510.00-B40-03100.00-S	\$0.00	\$8,932.00	\$8,932.00
	<u>\$503,093.00</u>	<u>\$8,932.00</u>	<u>\$512,025.00</u>

Original Contract

\$467,730.00

Previously Approved Change

\$35,363.00

Amount this Change

\$8,932.00

Contract Amount to

\$512,025.00

### ACKNOWLEDGEMENT

Please sign and return all original copies

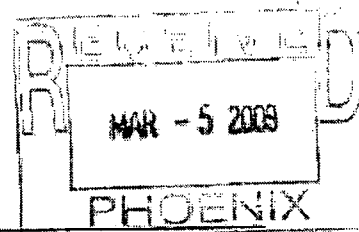
Construction 70, Inc.

OPUS West Construction Corporation

  
Ricky Eischen


  
2/26/09


  
Vincent Genetti


  
3/6/09


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

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



ENTERED



COMPLETED



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E Project Number: 10510  
Subcontractor: Construction 70, Inc. Date of Application: \_\_\_\_\_  
Supplier #: 1006852 Application Number: \_\_\_\_\_  
Address: 3620 S. 40th Street (PO Box 62345, 85082) Period From: \_\_\_\_\_ Period To: \_\_\_\_\_  
Phoenix, AZ 85040  
Phone: (480) 898-7070  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2555 East Camelback Road, Suite 800  
Phoenix, AZ 85016

## CONTRACT INFORMATION

ITEM	SALES TAX \$(If applicable)	TOTAL \$(
ORIGINAL CONTRACT AMOUNT		\$467,750.00
OPUS APPROVED CHANGE ORDER Item # 5		\$44,295.00
CONTRACT AMOUNT TO DATE TOTAL		\$512,025.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$ \_\_\_\_\_  
B Less Retainage \_\_\_\_\_ 10 % \$ \_\_\_\_\_  
C Total Earned less Retainage (A - B) \$ \_\_\_\_\_  
D Less Previous Billings (previous req's line C) \$ \_\_\_\_\_  
E Current Payment Due (C - D) \$ \_\_\_\_\_  
F Balance to Finish, Plus Retainage (H - A + B) \$ \_\_\_\_\_  
G Current Gross Amount Completed This Period \$ \_\_\_\_\_  
SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006852  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					F + G	A + H		G - K
10510-00-B20-01451-00-S	Earthwork-Survey - Subcontract	\$26,350.00						
10510-00-B20-02308-00-S	Earthwork - Subcontract	\$129,468.00						
10510-00-B20-02410-00-S	Curb & Gutter-CIP - Subcontract	\$85,295.00						
10510-00-B20-02519-00-S	Bituminous Paving - Subcontract	\$287,435.00						
10510-00-B20-03580-00-S	Pavement Markings - Subcontract	\$4,400.00						
10510-00-B40-02100-00-S	Sidewalk - Subcontract	\$9,972.00						
	Total	\$512,025.00						
		H	I	G	A	J	K	E

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



February 24, 2009

Jeff Anderson  
Construction 70 Inc-1006852  
3620 S. 40th Street  
Phoenix, AZ 85040

Job / Reference No: 10510.00  
(must be on all correspondence)

Project: Pima Center I - Building E  
Address: 9180 E. Via de Ventura  
Scottsdale, AZ 85258

Attached is:

CHANGE ORDER NUMBER: 5

SIGN AND RETURN ALL ORIGINALS of the Change Order. We will return one completely executed copy to you for your records. When invoicing OPUS West Construction Corporation for work/materials included in this Change Order use the attached form. OPUS West Construction Corporation **MUST** be in receipt of a fully executed OPUS West Construction Corporation Change Order by the 25th of the month in order for your project draw to be released.

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

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

1. Original signature fully executed Contract Document.
2. Completed W-9 Form.
3. Original OPUS West Construction Corporation Application For Payment (and invoice) submitted Contract Documents. Application For Payment Forms **MUST** be received by the 25th of the month for payment by the following 30th. No fax copies will be accepted.
4. Original current insurance certificates submitted per Contract Documents.
5. Original signature fully executed Change Order(s) if Application For Payment and invoice to OPUS West Construction Corporation includes payment for item(s) encompassed by Change Order(s).
6. Conditional and/or Unconditional Waiver Releases from suppliers/equipment vendors used relating to this Change Order.

*Be aware that any discrepancies will place a hold on your payment*

COPIES AND FAXES ARE NOT ACCEPTED IN LIEU OF ORIGINAL INVOICES

**NOTE:** Do not show any unapproved or non-executed Change Orders on your Pay Application. To do so will stop your pay draw until the following month.

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

AVG  
CAZ



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 02/06/2009

Change Order #: 4

To Subcontract Agreement dated: 12/06/2007

Earthwork, Asphalt Paving, & Site Concrete

CON-10510,00-16

02200, 02510, & 02520

TO: Construction 70, Inc.  
3620 S. 46th Street  
Phoenix, AZ 85040

PROJECT Pima Center I - Building E  
9180 E. Via de Ventura  
Scottsdale, AZ 85258

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall furnish all skill, labor, material and equipment necessary or required to remove 12" of wet sub-grade material in three locations, install geo fabric at bottom of excavation, and fill with lime treated ABC.	\$9,300.00
2	Subcontractor shall furnish all skill, labor, material and equipment necessary or required to use 6" of lime treated ABC under paving in lieu of regular ABC.	\$2,860.00
		<u>\$12,160.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-B20-01451.00-S	\$26,500.00	\$0.00	\$26,500.00
10510.00-B20-02300.00-S	\$120,168.00	\$9,300.00	\$129,468.00
10510.00-B20-02410.00-S	\$85,290.00	\$0.00	\$85,290.00
10510.00-B20-02510.00-S	\$254,575.00	\$2,860.00	\$257,435.00
10510.00-B20-02580.00-S	\$4,400.00	\$0.00	\$4,400.00
	<u>\$490,933.00</u>	<u>\$12,160.00</u>	<u>\$503,093.00</u>

Original Contract	\$467,730.00
Previously Approved Change	\$23,203.00
Amount this Change	\$12,160.00
Contract Amount to	<u>\$503,093.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Construction 70, Inc.

OPUS West Construction Corporation

Printed Name

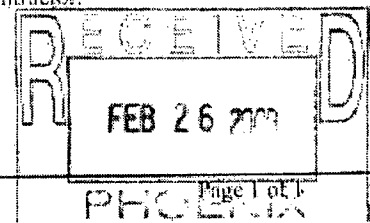
Date

Printed Name

Date

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

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



Printed On: 02/17/2009



ENTERED



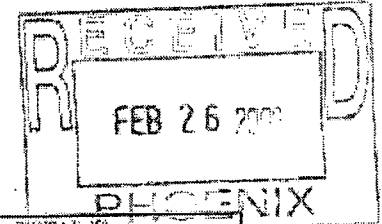
COMPLETED



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center ( - Building E)  
Subcontractor: Construction 70, Inc.  
Supplier #: 1006852  
Address: 3630 S. 46th Street (PO Box 62345, Phoenix, AZ 85082)  
Phoenix, AZ 85048  
Phone: (480) 898-7070  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2555 East Camelback Road, Suite 800  
Phoenix, AZ 85016

Project Number: 10510  
Date of Application:  
Application Number:  
Period From: Period To:



## CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL \$(
ORIGINAL CONTRACT AMOUNT		\$457,730.00
OPUS APPROVED CHANGE ORDER (Rev # 4)		\$35,363.00
CONTRACT AMOUNT TO DATE TOTAL		\$503,093.00

## APPLICATION INFORMATION

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

SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006852  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

## APPLICATION BREAKDOWN

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

Account Code	Description	Current/Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					F + G	A + H		D - K
10510.00-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00						
10510.00-02340.00-S	Earthwork - Subcontract	\$129,468.00						
10510.00-02042410.00-S	Curb & Gutter-CIP - Subcontract	\$85,290.00						
10510.00-02002510.00-S	Bituminous Paving - Subcontract	\$257,435.00						
10510.00-02002580.00-S	Pavement Markings - Subcontract	\$4,400.00						
	Total	\$503,093.00						
		H	I	G	A	J	K	E

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv	Date
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AVG  
CAZ



**OPUS West Construction Corporation**  
**SUBCONTRACT CHANGE ORDER**

Change Order Date: 01/22/2009

Earthwork, Asphalt Paving, & Site Concrete

Change Order #: 3

CON-10510.00-16

To Subcontract Agreement dated: 12/06/2007

02200, 02510, & 02520

TO: Construction 70, Inc.

3620 S. 40th Street (PO Box 62345; Phoenix, 85082)  
Phoenix, AZ 85040

PROJECT Pima Center I - Building E

9180 E. Via de Ventura  
Scottsdale, AZ 85258

**CHANGE DETAILS**

Item Description

Amount

1 Per Rider A, Modifications & Clarifications items 3, 4 and 5 of the Subcontract Agreement and Change Order #2, this Change Order adjusts the contract price for asphalt material escalation resulting from a change in the Project's schedule documented in Change Order #2. Subcontractor agrees that this Subcontract price adjustment is inclusive of all Earthwork (02200), Asphalt Paving (02510), and Site Concrete (02520) escalation due to the suspension of the Project.

\$23,203.00

\$23,203.00

**SCHEDULE**

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

**CONTRACT SUMMARY**

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-B20-01451.00-S	\$26,500.00	\$0.00	\$26,500.00
10510.00-B20-02300.00-S	\$120,168.00	\$0.00	\$120,168.00
10510.00-B20-02410.00-S	\$85,290.00	\$0.00	\$85,290.00
10510.00-B20-02510.00-S	\$231,372.00	\$23,203.00	\$254,575.00
10510.00-B20-02580.00-S	\$4,400.00	\$0.00	\$4,400.00
	<u>\$467,730.00</u>	<u>\$23,203.00</u>	<u>\$490,933.00</u>

Original Contract

\$467,730.00

Previously Approved Change

\$0.00

Amount this Change

\$23,203.00

Contract Amount to

\$490,933.00

**ACKNOWLEDGEMENT**

Please sign and return all original copies

Construction 70, Inc.

OPUS West Construction Corporation

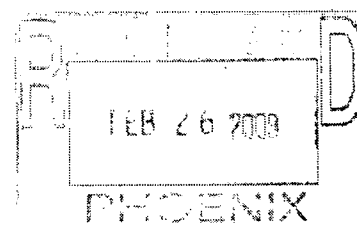
Ricky Eischen  
Printed Name

2/19/09  
Date

Vincent Genetti  
Printed Name

2/2/09  
Date

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



Printed On: 01/26/2009

Page 1 of 1

RECEIVED FEB 20 2009



ENTERED



COMPLETED



1596-003 AVG  
CAZ

# OPUS West Construction Corporation

## SUBCONTRACT CHANGE ORDER

Change Order Date: 01/22/2009 Earthwork, Asphalt Paving, & Site Concrete.  
 Change Order #: 3 CON-10510.00-16  
 To Subcontract Agreement dated: 12/06/2007 02200, 02510, & 02520  
 TO: Construction 70, Inc. PROJECT Pima Center I - Building E  
 3620 S. 40th Street (PO Box 62345, Phoenix, 85082) 9180 E. Via de Ventura  
 Phoenix, AZ 85040 Scottsdale, AZ 85258

### CHANGE DETAILS

Item	Description	Amount
1	Per Rider A, Modifications & Clarifications Items 3, 4 and 5 of the Subcontract Agreement and Change Order #2, this Change Order adjusts the contract price for asphalt material escalation resulting from a change in the Project's schedule documented in Change Order #2. Subcontractor agrees that this Subcontract price adjustment is inclusive of all Earthwork (02200), Asphalt Paving (02510), and Site Concrete (02520) escalation due to the suspension of the Project.	\$23,203.00
		<u>\$23,203.00</u>

### SCHEDULE

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

### CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-B20-01451.00-S	\$26,500.00	\$0.00	\$26,500.00
10510.00-B20-02300.00-S	\$120,168.00	\$0.00	\$120,168.00
10510.00-B20-02410.00-S	\$85,290.00	\$0.00	\$85,290.00
10510.00-B20-02510.00-S	\$231,372.00	\$23,203.00	\$254,575.00
10510.00-B20-02580.00-S	\$4,400.00	\$0.00	\$4,400.00
	<u>\$467,730.00</u>	<u>\$23,203.00</u>	<u>\$490,933.00</u>
Original Contract			\$467,730.00
Previously Approved Change			\$0.00
Amount this Change			\$23,203.00
Contract Amount to			<u>\$490,933.00</u>

### ACKNOWLEDGEMENT

Please sign and return all original copies

Construction 70, Inc.

OPUS West Construction Corporation

Richy Eischen  
Printed Name

2/19/09  
Date

Vincent Genetti  
Printed Name

        
Date

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



January 23, 2009

Jeff Anderson  
Construction 70, Inc.-1006852  
3620 S. 40th Street (PO Box 62345, Phoenix, AZ 85082)  
Phoenix, AZ 85040

Job / Reference No: 10510.00  
(must be on all correspondence)

Project: Pima Center I - Building E  
Address: 9180 E. Via de Ventura  
Scottsdale, AZ 85258

Attached is:

CHANGE ORDER NUMBER: 3

SIGN AND RETURN ALL ORIGINALS of the Change Order. We will return one completely executed copy to you for your records. When invoicing OPUS West Construction Corporation for work/materials included in this Change Order use the attached form. OPUS West Construction Corporation **MUST** be in receipt of a fully executed OPUS West Construction Corporation Change Order by the 25th of the month in order for your project draw to be released.

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

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

1. Original signature fully executed Contract Document.
2. Completed W-9 Form.
3. Original OPUS West Construction Corporation Application For Payment (and invoice) submitted Contract Documents. Application For Payment Forms **MUST** be received by the 25th of the month for payment by the following 30th. No fax copies will be accepted.
4. Original current insurance certificates submitted per Contract Documents.
5. Original signature fully executed Change Order(s) if Application For Payment and invoice to OPUS West Construction Corporation includes payment for item(s) encompassed by Change Order(s).
6. Conditional and/or Unconditional Waiver Releases from suppliers/equipment vendors used relating to this Change Order.

*Be aware that any discrepancies will place a hold on your payment*

**COPIES AND FAXES ARE NOT ACCEPTED IN LIEU OF ORIGINAL INVOICES**

**NOTE:** Do not show any unapproved or non-executed Change Orders on your Pay Application. To do so will stop your pay draw until the following month.

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



## SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building B Project Number: 10010  
Subcontractor: Construction 70, Inc. Date of Application: \_\_\_\_\_  
Supplier #: 1006852  
Address: 1620 S. 40th Street (PO Box 62345, Phoenix, AZ 85082) Application Number: \_\_\_\_\_  
Phoenix, AZ 85040 Period From: \_\_\_\_\_ Period To: \_\_\_\_\_  
Phone: (480) 598-7070  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2555 East Camelback Road, Suite 800  
Phoenix, AZ 85016

### CONTRACT INFORMATION

ITEM	SALES TAX (\$167 applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,730.00
OPUS APPROVED CHANGE ORDER # 3		\$23,203.00
CONTRACT AMOUNT TO DATE TOTAL		\$490,933.00

### 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'n line C) \$ \_\_\_\_\_  
E Current Payment Due (C - D) \$ \_\_\_\_\_  
F Balance to Finish, Plus Retainage (E - A + B) \$ \_\_\_\_\_  
G Current Gross Amount Completed This Period \$ \_\_\_\_\_

SUBCONTRACTOR:

Construction 70, Inc.

Supplier #: 1006852

BY:

DATE:

### APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					F + G	A / B		D - E
10510.00-020-01451.00-S	Earthwork - Survey - Subcontract	\$26,580.00						
10510.00-020-02100.00-S	Earthwork - Subcontract	\$120,168.00						
10510.00-020-07410.00-S	Curb & Gutter - CIP Subcontract	\$85,200.00						
10510.00-020-02510.00-S	Bituminous Paving - Subcontract	\$254,575.00						
10510.00-020-02510.00-S	Pavement Markings - Subcontract	\$1,400.00						
	Total	\$490,933.00						
		H	I	G	A	J	R	K

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv #	Date	COBES
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# CB CONTRACTOR APPLICATION FOR PAYMENT

Project Name: Phase Center I - Building E Project Number: 10510  
Subcontractor: Construction 70, Inc. Date of Application: \_\_\_\_\_  
Supplier #: 1006852  
Address: 3620 S. 46th Street (PO Box 52345, Phoenix, AZ 85082) Application Number: \_\_\_\_\_  
Phoenix, AZ 85040 Period From: \_\_\_\_\_ Period To: \_\_\_\_\_  
Phone: (480) 598-7070  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2555 East Camelback Road, Suite 500  
Phoenix, AZ 85016

## CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,710.00
OPUS APPROVED CHANGE ORDER thru # 5		\$21,293.00
CONTRACT AMOUNT TO DATE TOTAL		\$490,933.00

## 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 in Finish, Plus Retainage (H - A + B) \$ \_\_\_\_\_  
G Current Gross Amount Completed This Period \$ \_\_\_\_\_

SUBCONTRACTOR:

Construction 70, Inc.

Supplier #: 1006852

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I + G	A / H		G - K
10510.00-020-01-51.00-S	Earthwork - Survey - Subcontract	\$26,500.00						
10510.00-020-02-365.00-S	Earthwork - Subcontract	\$120,168.00						
10510.00-020-02-410.00-S	Curb & Gutter - CIP - Subcontract	\$85,290.00						
10510.00-020-02-510.00-S	Grainitious Paving - Subcontract	\$250,575.00						
10510.00-020-02-580.00-S	Pavement Markings - Subcontract	\$1,420.00						
	Total	\$490,933.00						
		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	GL Exp

## Construction 70, Inc.

Az. Lic. # A-89199 - Reg.  
 Az. Lic. # A-68534 - Comm.  
 No. Lic. # A-30306

P.O. Box 62345 • Phoenix, Arizona 85062  
3370 S. 49th Street • Phoenix, Arizona 85040

(480) 898-7070  
(303) 428-1950  
Fax (480) 898-7072

### Request for Change Order

REC 55  
Page 1 of 2

Entity Name:	Opus West Construction Corporation	Phone:	602-224-3021	Fax:		Date:	12/31/08
Address:	2555 East Camelback Road, Suite 800	Web:	Pima Center				
City, State, Zip:	Phoenix, Arizona 85015	Location:	90th St & Via De Ventura				
Attention:	Vincent Genelli	City, State:	Gilbert, Arizona				

Cementation Co., Inc. proposes to furnish all labor and/or materials to complete the following items of work per unit prices quoted. Your signature on a copy of this proposal returned to us shall indicate your acceptance and this document shall become a contract between us and shall be binding upon both parties.

Item #	Description	Quantity	Unit	Unit Price	Total
<b>Asphalt Price Increase Through 3-31-09</b>					
1	Asphalt Price Increase for 2" Asphalt	6,410	sy	1.40	8,974.00
2	Asphalt Price Increase for 3" Asphalt	6,250	sy	2.10	13,125.00
3	5% Mark Up on Material	1	ls	1,104.00	1,104.00
<b>Total</b>					<b>23,203.00</b>
Sales Tax:		Excluded			
Permit Fees		Excluded			

Price does not include any engineering, survey, inspection or permit fees, bond, sales taxes, testing, unknown subsurface conditions, handling or haul off of hazardous materials, relocation or adjustment of conducting utilities, striping, signs, traffic control, or asphalt seal coat.

Material and Labor Prices are firm and:

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of: \$1,283.00

Final Billings: Owner will pay the Contractor all amounts due him under the provisions of this contract within fifteen (15) days after the Contractor has completed the work under this contract, and the work has been accepted by the governing municipality.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon success, accidents or delays beyond our control

\* The notes on Exhibit "A" are an integral part of this proposal.

Authorized Signature

## Lexic Fournier

### Acceptance of Proposal

IN WITNESS WHEREOF, the parties hereto have executed this agreement for themselves, their heirs, executors, administrators, and assigns, on the day and year first above written.

## Discussion

DATE \_\_\_\_\_



1596-002

AVG  
CAZ

# OPUS West Construction Corporation

## SUBCONTRACT CHANGE ORDER

Change Order Date: 09/25/2008

Earthwork, Asphalt Paving, &amp; Site Concrete

Change Order #: 2

CON-10510.00-16

To Subcontract Agreement dated: 12/06/2007

02200, 02510, &amp; 02520

TQ: Construction 70, Inc.  
3620 S. 40th Street  
Phoenix, AZ 85040

PROJECT: Pima Center I - Building E  
9180 E. Via de Ventura  
Scottsdale, AZ 85258

### CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall furnish all skills, labor, material and equipment necessary or required to complete the Project per the revised schedule dated September 4, 2008, issued in Field Bulletin 614 (PB-10510.00-14) dated September 12, 2008. Subcontractor shall be compensated for ABC, asphalt, and concrete material installed after September 30, 2008 per the subcontract agreement, Rider A, Modifications & Clarifications Items 3, 4 and 5 at the time of installation.	\$0.00
		\$0.00

### SCHEDULE

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

The substantial completion date listed in the Subcontract Agreement shall be changed from August 5, 2008 to February 19, 2009.

### CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-B20-01451.00-S	\$26,500.00	\$0.00	\$26,500.00
10510.00-B20-02300.00-S	\$120,168.00	\$0.00	\$120,168.00
10510.00-B20-02410.00-S	\$85,290.00	\$0.00	\$85,290.00
10510.00-B20-02510.00-S	\$231,372.00	\$0.00	\$231,372.00
10510.00-B20-02580.00-S	\$4,400.00	\$0.00	\$4,400.00
	\$467,730.00	\$0.00	\$467,730.00

Original Contract Amount.....	\$467,730.00
Previously Approved Change Orders.....	\$0.00
Amount this Change Order.....	\$0.00
Contract Amount to Date.....	\$467,730.00

### ACKNOWLEDGEMENT

Please sign and return all original copies.

Construction 70, Inc.

OPUS West Construction Corporation

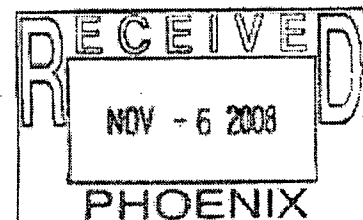
*Ricky Eischen*  
Ricky Eischen  
Printed Name

11/3/08  
Date

*Vincent Genetti*  
Vincent Genetti  
Printed Name

11/11/08  
Date

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





## Field Bulletin

Pima Center I - Building E  
9180 E. Via de Ventura  
Scottsdale, AZ 85258

Subproject #: 10510.00  
Main Phone: 602-468-7000  
Main Fax: 602-468-7010

Number FB-10510.00-14

Name Revised Construction Schedule

From: Vincent Genetti

Issue Date: 09/12/2008

This Field Bulletin applies to the following:

Architectural: ☒ Interior: ☒ Structural: ☒ Mechanical: ☒ Electrical: ☒  
Plumbing: ☒ Civil: ☒ Landscaping: ☒ Fire Protection: ☒ Other: ☒

Description		
Item #	Description	RFI
001	Subcontractor shall replace the project schedule referenced in subcontract section Rider A, 2. Schedule, #1 with the attached project schedule dated September 4, 2008.	

Copy			
Organization	Full Name	Address	Work Fax
Opus West Construction Corporation	Jennifer Branker	2555 East Camelback Road - Suite 800, Phoenix, AZ 85016	
Flooring Consultants, Inc., dba Re:Source Arizona-1007676	Bob Plann	4140 N. 44th Street, Suite 100, Phoenix, AZ 85018	(602) 256-2988
Sun Tech Glass, Inc.-	Dennis Hart	2244 South Industrial Park Avenue, Tempe, AZ 85282	480-731-9487
Waco Drilling, Inc.-	Stan Dively	2240 West Shangri La Drive, Phoenix, AZ 85029	(602) 881-2977
Erickson & Meeks Engineering, LLC	Jeff Erickson	13444 North 32nd Street Suite 6, Phoenix, Arizona 85032	602-569-6493
TW Steel Corp.-	Jerry Harbaugh	1100 North Hamilton Street, Chandler, AZ 85225	(480) 917-3909
Alistate Energy Inc-1006664	Jim Doubek	1717 W. 3rd Street, Tempe, Arizona 85281	480-921-2225
Gemini Company-	Keith Spade	1711 E. Jackson Street, Suite A, Phoenix, AZ 85034	(602) 495-1327
Blinds & Beyond by Wikler, Inc-	Louis Wikler	24795 N 119th Pl, Scottsdale, AZ 85255	480-515-4655
Progressive Concrete Works-	Mika Riggs	2138 W. Melinda Lane, Phoenix, AZ 85021	623-682-1751
Erickson & Meeks Engineering, LLC-	Ray Smith	13444 North 32nd Street Suite 6, Phoenix, Arizona 85032	602-569-6493
Specialty Roofing, Inc.-	Rick Baldridge	8200 North 75th Avenue, Peoria, AZ 85345	(623) 979-3649
CDS Framing, Inc.-	Rick Moorefield	1717 West Lincoln Street, Phoenix, AZ 85007	(602) 258-0412
WJ Maloney Plumbing Co., Inc.-1007392	Alan Boughton	9119 North 7th Street, Suite 103, Phoenix, AZ 85020	(602) 944-0966
OPUS West Construction Corporation	Craig Zupancic	2555 East Camelback Road - Suite 800, Phoenix, AZ 85016	602-468-7010
Harris Arizona Rebar Inc. -1006733	Paul Curry	2101 West Jackson, Phoenix, AZ 85009	602-340-0977





## Field Bulletin

Pima Center I - Building E  
9180 E. Via de Ventura  
Scottsdale, AZ 85258

Subproject #: 10510.00

Main Phone:

Main Fax:

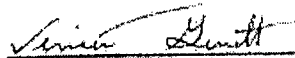
Vulcan Materials Company	Teresa Coleman	2526 East University Drive, Phoenix, AZ 85034	602-253-1026
KX2 Holdings LLC dba, Climatec Building Technologies	Pete Neisius	10802 North 23rd Ave, Phoenix, AZ 85029	602-908-4182
Paradigm Engineering Ltd-1007623	Josh Phillips	1165 South Stemmons Freeway, Ste. 100, Lewisville, TX 75067	972-829-8181
TW Steel Corporation-1007952	Allen Dale	1100 N. Hamilton St., Chandler, AZ 85225	480-917-3909
Sutter Masonry	John Glenn	12336 W. Butler Drive, El Mirage, AZ 85335	623-535-7205
Westar Environmental LLC-1008026	Marc Asbury	40264 N. Schnepl Road (PO Box 1749, Higley 85236), Queen Creek, AZ 85240	(480) 278-1414
Wescon Corporation	Randy Schulte	1515 West San Angelo Street, Suite A, Gilbert, AZ 85233	480-503-1674
RCL Systems, Inc-1007639	Dan Williams	1220 W. Geneva Drive, Tempe, AZ 85282	480-894-8740
McCarthy Nordburg, Ltd. -1007404	Nicole Berns <i>Charles Berns</i>	3333 E. Camelback Road Suite 180, Phoenix, AZ 85018	602-955-4599
Butler Design Group Inc	Jeff Culberth	5555 E. Van Buren Street, Suite 215, Phoenix, AZ 85008	602-957-7722
Butler Design Group Inc	Peter Hasmer	5555 E. Van Buren Street, Suite 215, Phoenix, AZ 85008	602-957-7722
Allstate Energy Inc-1008664	Janet Baker	1717 W. 3rd Street, Tempe, AZ 85281	480-921-2225
DEI Professional Services LLC	Jason Keck	6225 N. 24th Street, Suite 200, Phoenix, AZ 85016	602-944-8605
United Subcontractors, Inc. dba Mesa Insulation Specialists-1007427	Brian Kelly	7215 N. 62nd Avenue, Glendale, AZ 85301	623-934-5548
Building Envelope Consultants, LLC-1051411	Larry Vondrasek	746 County Road 1511, Cullman, AL 35058	256-756-8893
Mark Beamish Waterproofing, Inc. -1006781	Kevin Candelaria	1235 N. Grove Street, Anaheim, CA 92806	480-951-0082
Eliason & Knuth of Arizona, Inc.-1007075	Melissa Andrews	3875 N. 28th Avenue, Phoenix, AZ 85017	602-269-9887
Allison Exterminating, Inc. -1006632	Michelle Hamilton	221 W. Pershing Avenue, Phoenix, AZ 85029	602-686-3456
Water Works, LLC-1008022	Eric Pottle	6702 W. Surrey Avenue, Peoria, AZ 85381	623-334-6908
Butler Design Group, Inc. -1006826	Matt Hess	5555 E. Van Buren St Ste 215, Phoenix, AZ 85008-3486	(602) 957-7722
Hi Profile Metals, LLC-1034228	Tom Alfors	3040 W. Lincoln Street, Phoenix, AZ 85009	602-442-0722
Midstate Mechanical, Inc. -1007436	Sean McCarthy	1850 E. Riverview Drive, Phoenix, AZ 85034	(602) 470-1964
Copus West Construction Corporation	Don Dugan	2555 E. Camelback Rd, #800, Phoenix, AZ 85018	



Pima Center I - Building E  
9180 E. Via de Ventura  
Scottsdale, AZ 85258

Subproject #: 10510.00  
Main Phone:  
Main Fax:

Construction 70, Inc. -1006852	Lonnie Ferguson	PO Box 62345, Phoenix, AZ 85082	(480) 898-7072
Opus West Construction Corporation	Gary Hardwick		
Caretakers Building Maintenance, LLC-1052725	Fernando Torres	5730 S. 32nd Street, Phoenix, AZ 85040	602-275-6944
Stoneret Inc-1017687	Tom Wagner	2635 S. 24th Street, Phoenix, AZ 85034	(602) 275-3733
CDS Framing, Inc. -1006846	William Footitt	1717 W Lincoln St, Phoenix, AZ 85007	(602) 255-0412
Mark Beamish Waterproof Inc-1006781	Tyson Behrens	1235 N Grove St, Anaheim, CA 92808	
ThyssenKrupp Elevator Corporation	Sally Tonka	1634 N 19th Ave, Phoenix, AZ 85009	(602) 258-2641



Project Manager Approval

12 September 2008

Date

# Construction Schedule Pima Center I, Building E

Act ID	Description	Dur	Start	Finish	Total	Predecessors	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997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# Construction Schedule Pima Center I, Building E

Act ID	Description	Out	Start	Finish	Total	Predecessors	2003	2004	2005	2006	2007	2008	2009
8035	1st Floor Super Structure/2nd Floor Decking	2004	11MAR08	07APR08	2014	8000							
8040	2nd Floor Super Structure/Floor Decking	2004	08/04/08	05MAY08	2014	8000							
8050	Concrete for 2nd Floor	40	08MAY08	09MAY08	2015	4000							
8060	Reinforcing	100	08SEP08	15SEP08	5								
8070	HVAC Cords	100	10SEP08	20SEP08	550	8000							
8080	Masonry - Area A	180	10SEP08	09OCT08	0	8000							
8090	Roofing System (Pierion)	140	30SEP08	17OCT08	650	8000							
8100	Masonry - Area B	150	10OCT08	20OCT08	0	8000							
8110	Window System - Area A & B	350	31OCT08	18DEC08	0	8000							
8120	Masonry - Area C	220	31OCT08	01DEC08	110	8000							
8130	Roofing System (perimeter Areas A & B)	60	31OCT08	07NOV08	70	1100							
8140	Roofing System (perimeter Area C)	10	02DEC08	02DEC08	210	1100							
8150	Window System - Area C	150	18DEC08	17JAN09	0	8100, 8120							
8160	Masonry Sealer	70	13JAN09	12JAN09	0	8100, 8150							
<b>Interior Shell Construction</b>													
9000	Reinforcing	100	02SEP08	15SEP08	200	8000							
9010	Framing	200	16SEP08	13OCT08	260	8000							
9020	MEP Rough-in	250	18SEP08	10OCT08	100	8000							
9030	Exterior Wall Finish	150	30OCT08	20NOV08	500	8100, 8120							
9040	Drywall	100	10NOV08	21NOV08	20	8100, 8120, 8040							
9050	Taping	150	11NOV08	11DEC08	20	8040							
9060	Sound Ball Insulation	20	17NOV08	18NOV08	200	8040, 8050							
9070	Plaster in Elevator	100	24NOV08	05DEC08	400	8040							
9080	Glass and Stainless Steel Handrail	50	12DEC08	18DEC08	400	8040							
9090	Paint & First Floor Part Ceiling	100	12DEC08	25DEC08	70	8040							
9100	Elevators	100	12DEC08	25DEC08	200	8050, 8070							
9110	Restroom Ceramic Tile	100	12DEC08	25DEC08	150	8050							
9120	Lobby Spine Flooring	150	12DEC08	05JAN09	100	8050							
9130	Install Door Frames	10	12DEC08	12DEC08	350	8050							
9140	Restroom Granite Counter Tops	20	20DEC08	30DEC08	150	8110							
9150	HVAC Trim	80	20DEC08	08JAN09	50	8000, 8000							
9160	Electrical Trim	150	20DEC08	18JAN09	200	8020, 8030							
9170	Acoustical Ceilings	50	20DEC08	05JAN09	220	8050							
9180	Install Restroom Walkways	70	31DEC08	09JAN09	200	8140							
9190	Painting Features & Trim	100	31DEC08	14JAN09	100	8020, 8110, 8140							
9200	Fire Protection Trim	100	06JAN09	19JAN09	300	8170							
9210	Restroom Mirrors	10	12JAN09	12JAN09	200	8180							
9220	Perimeter Wall Insulation in Terrace Areas	50	13JAN09	19JAN09	270	8130, 8150, 8090							

Opus West Construction Corporation  
September 4, 2008

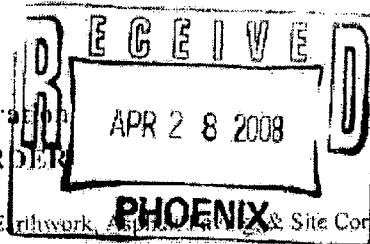
Construction Schedule  
Pima Center I, Building E

Act ID	Description	Dur	Start	Finish	Total Float	Predecessors	2005 OCT	2006 JAN	2006 FEB	2006 MAR	2006 APR	2006 MAY	2006 JUN	2006 JUL	2006 AUG	2006 SEP	2006 OCT	2006 NOV	2006 DEC	2007 JAN	2007 FEB	2007 MAR	2007 APR	2007 MAY	2007 JUN	2007 JUL	2007 AUG	2007 SEP	2007 OCT	2007 NOV	2007 DEC	2008 JAN	2008 FEB	2008 MAR	2008 APR	2008 MAY	2008 JUN	2008 JUL	2008 AUG	2008 SEP	2008 OCT	2008 NOV	2008 DEC	2009 JAN	2009 FEB	2009 MAR	2009 APR	2009 MAY	2009 JUN	2009 JUL	2009 AUG	2009 SEP	2009 OCT	2009 NOV	2009 DEC	2010 JAN	2010 FEB	2010 MAR	2010 APR	2010 MAY	2010 JUN	2010 JUL	2010 AUG	2010 SEP	2010 OCT	2010 NOV	2010 DEC	2011 JAN	2011 FEB	2011 MAR	2011 APR	2011 MAY	2011 JUN	2011 JUL	2011 AUG	2011 SEP	2011 OCT	2011 NOV	2011 DEC	2012 JAN	2012 FEB	2012 MAR	2012 APR	2012 MAY	2012 JUN	2012 JUL	2012 AUG	2012 SEP	2012 OCT	2012 NOV	2012 DEC	2013 JAN	2013 FEB	2013 MAR	2013 APR	2013 MAY	2013 JUN	2013 JUL	2013 AUG	2013 SEP	2013 OCT	2013 NOV	2013 DEC	2014 JAN	2014 FEB	2014 MAR	2014 APR	2014 MAY	2014 JUN	2014 JUL	2014 AUG	2014 SEP	2014 OCT	2014 NOV	2014 DEC	2015 JAN	2015 FEB	2015 MAR	2015 APR	2015 MAY	2015 JUN	2015 JUL	2015 AUG	2015 SEP	2015 OCT	2015 NOV	2015 DEC	2016 JAN	2016 FEB	2016 MAR	2016 APR	2016 MAY	2016 JUN	2016 JUL	2016 AUG	2016 SEP	2016 OCT	2016 NOV	2016 DEC	2017 JAN	2017 FEB	2017 MAR	2017 APR	2017 MAY	2017 JUN	2017 JUL	2017 AUG	2017 SEP	2017 OCT	2017 NOV	2017 DEC	2018 JAN	2018 FEB	2018 MAR	2018 APR	2018 MAY	2018 JUN	2018 JUL	2018 AUG	2018 SEP	2018 OCT	2018 NOV	2018 DEC	2019 JAN	2019 FEB	2019 MAR	2019 APR	2019 MAY	2019 JUN	2019 JUL	2019 AUG	2019 SEP	2019 OCT	2019 NOV	2019 DEC	2020 JAN	2020 FEB	2020 MAR	2020 APR	2020 MAY	2020 JUN	2020 JUL	2020 AUG	2020 SEP	2020 OCT	2020 NOV	2020 DEC	2021 JAN	2021 FEB	2021 MAR	2021 APR	2021 MAY	2021 JUN	2021 JUL	2021 AUG	2021 SEP	2021 OCT	2021 NOV	2021 DEC	2022 JAN	2022 FEB	2022 MAR	2022 APR	2022 MAY	2022 JUN	2022 JUL	2022 AUG	2022 SEP	2022 OCT	2022 NOV	2022 DEC	2023 JAN	2023 FEB	2023 MAR	2023 APR	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	2024 JAN	2024 FEB	2024 MAR	2024 APR	2024 MAY	2024 JUN	2024 JUL	2024 AUG	2024 SEP	2024 OCT	2024 NOV	2024 DEC	2025 JAN	2025 FEB	2025 MAR	2025 APR	2025 MAY	2025 JUN	2025 JUL	2025 AUG	2025 SEP	2025 OCT	2025 NOV	2025 DEC	2026 JAN	2026 FEB	2026 MAR	2026 APR	2026 MAY	2026 JUN	2026 JUL	2026 AUG	2026 SEP	2026 OCT	2026 NOV	2026 DEC	2027 JAN	2027 FEB	2027 MAR	2027 APR	2027 MAY	2027 JUN	2027 JUL	2027 AUG	2027 SEP	2027 OCT	2027 NOV	2027 DEC	2028 JAN	2028 FEB	2028 MAR	2028 APR	2028 MAY	2028 JUN	2028 JUL	2028 AUG	2028 SEP	2028 OCT	2028 NOV	2028 DEC	2029 JAN	2029 FEB	2029 MAR	2029 APR	2029 MAY	2029 JUN	2029 JUL	2029 AUG	2029 SEP	2029 OCT	2029 NOV	2029 DEC	2030 JAN	2030 FEB	2030 MAR	2030 APR	2030 MAY	2030 JUN	2030 JUL	2030 AUG	2030 SEP	2030 OCT	2030 NOV	2030 DEC	2031 JAN	2031 FEB	2031 MAR	2031 APR	2031 MAY	2031 JUN	2031 JUL	2031 AUG	2031 SEP	2031 OCT	2031 NOV	2031 DEC	2032 JAN	2032 FEB	2032 MAR	2032 APR	2032 MAY	2032 JUN	2032 JUL	2032 AUG	2032 SEP	2032 OCT	2032 NOV	2032 DEC	2033 JAN	2033 FEB	2033 MAR	2033 APR	2033 MAY	2033 JUN	2033 JUL	2033 AUG	2033 SEP	2033 OCT	2033 NOV	2033 DEC	2034 JAN	2034 FEB	2034 MAR	2034 APR	2034 MAY	2034 JUN	2034 JUL	2034 AUG	2034 SEP	2034 OCT	2034 NOV	2034 DEC	2035 JAN	2035 FEB	2035 MAR	2035 APR	2035 MAY	2035 JUN	2035 JUL	2035 AUG	2035 SEP	2035 OCT	2035 NOV	2035 DEC	2036 JAN	2036 FEB	2036 MAR	2036 APR	2036 MAY	2036 JUN	2036 JUL	2036 AUG	2036 SEP	2036 OCT	2036 NOV	2036 DEC	2037 JAN	2037 FEB	2037 MAR	2037 APR	2037 MAY	2037 JUN	2037 JUL	2037 AUG	2037 SEP	2037 OCT	2037 NOV	2037 DEC	2038 JAN	2038 FEB	2038 MAR	2038 APR	2038 MAY	2038 JUN	2038 JUL	2038 AUG	2038 SEP	2038 OCT	2038 NOV	2038 DEC	2039 JAN	2039 FEB	2039 MAR	2039 APR	2039 MAY	2039 JUN	2039 JUL	2039 AUG	2039 SEP	2039 OCT	2039 NOV	2039 DEC	2040 JAN	2040 FEB	2040 MAR	2040 APR	2040 MAY	2040 JUN	2040 JUL	2040 AUG	2040 SEP	2040 OCT	2040 NOV	2040 DEC	2041 JAN	2041 FEB	2041 MAR	2041 APR	2041 MAY	2041 JUN	2041 JUL	2041 AUG	2041 SEP	2041 OCT	2041 NOV	2041 DEC	2042 JAN	2042 FEB	2042 MAR	2042 APR	2042 MAY	2042 JUN	2042 JUL	2042 AUG	2042 SEP	2042 OCT	2042 NOV	2042 DEC	2043 JAN	2043 FEB	2043 MAR	2043 APR	2043 MAY	2043 JUN	2043 JUL	2043 AUG	2043 SEP	2043 OCT	2043 NOV	2043 DEC	2044 JAN	2044 FEB	2044 MAR	2044 APR	2044 MAY	2044 JUN	2044 JUL	2044 AUG	2044 SEP	2044 OCT	2044 NOV	2044 DEC	2045 JAN	2045 FEB	2045 MAR	2045 APR	2045 MAY	2045 JUN	2045 JUL	2045 AUG	2045 SEP	2045 OCT	2045 NOV	2045 DEC	2046 JAN	2046 FEB	2046 MAR	2046 APR	2046 MAY	2046 JUN	2046 JUL	2046 AUG	2046 SEP	2046 OCT	2046 NOV	2046 DEC	2047 JAN	2047 FEB	2047 MAR	2047 APR	2047 MAY	2047 JUN	2047 JUL	2047 AUG	2047 SEP	2047 OCT	2047 NOV	2047 DEC	2048 JAN	2048 FEB	2048 MAR	2048 APR	2048 MAY	2048 JUN	2048 JUL	2048 AUG	2048 SEP	2048 OCT	2048 NOV	2048 DEC	2049 JAN	2049 FEB	2049 MAR	2049 APR	2049 MAY	2049 JUN	2049 JUL	2049 AUG	2049 SEP	2049 OCT	2049 NOV	2049 DEC	2050 JAN	2050 FEB	2050 MAR	2050 APR	2050 MAY	2050 JUN	2050 JUL	2050 AUG	2050 SEP	2050 OCT	2050 NOV	2050 DEC	2051 JAN	2051 FEB	2051 MAR	2051 APR	2051 MAY	2051 JUN	2051 JUL	2051 AUG	2051 SEP	2051 OCT	2051 NOV	2051 DEC	2052 JAN	2052 FEB	2052 MAR	2052 APR	2052 MAY	2052 JUN	2052 JUL	2052 AUG	2052 SEP	2052 OCT	2052 NOV	2052 DEC	2053 JAN	2053 FEB	2053 MAR	2053 APR	2053 MAY	2053 JUN	2053 JUL	2053 AUG	2053 SEP	2053 OCT	2053 NOV	2053 DEC	2054 JAN	2054 FEB	2054 MAR	2054 APR	2054 MAY	2054 JUN	2054 JUL	2054 AUG	2054 SEP	2054 OCT	2054 NOV	2054 DEC	2055 JAN	2055 FEB	2055 MAR	2055 APR	2055 MAY	2055 JUN	2055 JUL	2055 AUG	2055 SEP	2055 OCT	2055 NOV	2055 DEC	2056 JAN	2056 FEB	2056 MAR	2056 APR	2056 MAY	2056 JUN	2056 JUL	2056 AUG	2056 SEP	2056 OCT	2056 NOV	2056 DEC	2057 JAN	2057 FEB	2057 MAR	2057 APR	2057 MAY	2057 JUN	2057 JUL	2057 AUG	2057 SEP	2057 OCT	2057 NOV	2057 DEC	2058 JAN	2058 FEB	2058 MAR	2058 APR	2058 MAY	2058 JUN	2058 JUL	2058 AUG	2058 SEP	2058 OCT	2058 NOV	2058 DEC	2059 JAN	2059 FEB	2059 MAR	2059 APR	2059 MAY	2059 JUN	2059 JUL	2059 AUG	2059 SEP	2059 OCT	2059 NOV	2059 DEC	2060 JAN	2060 FEB	2060 MAR	2060 APR	2060 MAY	2060 JUN	2060 JUL	2060 AUG	2060 SEP	2060 OCT	2060 NOV	2060 DEC	2061 JAN	2061 FEB	2061 MAR	2061 APR	2061 MAY	2061 JUN	2061 JUL	2061 AUG	2061 SEP	2061 OCT	2061 NOV	2061 DEC	2062 JAN	2062 FEB	2062 MAR	2062 APR	2062 MAY	2062 JUN	2062 JUL	2062 AUG	2062 SEP	2062 OCT	2062 NOV	2062 DEC	2063 JAN	2063 FEB	2063 MAR	2063 APR	2063 MAY	2063 JUN	2063 JUL	2063 AUG	2063 SEP	2063 OCT	2063 NOV	2063 DEC	2064 JAN	2064 FEB	2064 MAR	2064 APR	2064 MAY	2064 JUN	2064 JUL	2064 AUG	2064 SEP	2064 OCT	2064 NOV	2064 DEC	2065 JAN	2065 FEB	2065 MAR	2065 APR	2065 MAY	2065 JUN	2065 JUL	2065 AUG	2065 SEP	2065 OCT	2065 NOV	2065 DEC	2066 JAN	2066 FEB	2066 MAR	2066 APR	2066 MAY	2066 JUN	2066 JUL	2066 AUG	2066 SEP	2066 OCT	2066 NOV	2066 DEC	2067 JAN	2067 FEB	2067 MAR	2067 APR	2067 MAY	2067 JUN	2067 JUL	2067 AUG	2067 SEP	2067 OCT	2067 NOV	2067 DEC	2068 JAN	2068 FEB	2068 MAR	2068 APR	2068 MAY	2068 JUN	2068 JUL	2068 AUG	2068 SEP	2068 OCT	2068 NOV	2068 DEC	2069 JAN	2069 FEB	2069 MAR	2069 APR	2069 MAY	2069 JUN	2069 JUL	2069 AUG	2069 SEP	2069 OCT	2069 NOV	2069 DEC	2070 JAN	2070 FEB	2070 MAR	2070 APR	2070 MAY	2070 JUN	2070 JUL	2070 AUG	2070 SEP	2070 OCT	2070 NOV	2070 DEC	2071 JAN	2071 FEB	2071 MAR	2071 APR	2071 MAY	2071 JUN	2071 JUL	2071 AUG	2071 SEP	2071 OCT	2071 NOV	2071 DEC	2072 JAN	2072 FEB	2072 MAR	2072 APR	2072 MAY	2072 JUN	2072 JUL	2072 AUG	2072 SEP	2072 OCT	2072 NOV	2072 DEC	2073 JAN	2073 FEB	2073 MAR	2073 APR	2073 MAY	2073 JUN	2073 JUL	2073 AUG	2073 SEP	2073 OCT	2073 NOV	2073 DEC	2074 JAN	2074 FEB	2074 MAR	2074 APR	2074 MAY	2074 JUN	2074 JUL	2074 AUG	2074 SEP	2074 OCT	2074 NOV	2074 DEC	2075 JAN	2075 FEB	2075 MAR	2075 APR	2075 MAY	2075 JUN	2075 JUL	2075 AUG	2075 SEP	2075 OCT	2075 NOV	2075 DEC	2076 JAN	2076 FEB	2076 MAR	2076 APR	2076 MAY	2076 JUN	2076 JUL	2076 AUG	2076 SEP	2076 OCT	2076 NOV	2076 DEC	2077 JAN	2077 FEB	2077 MAR	2077 APR	2077 MAY	2077 JUN	2077 JUL	2077 AUG	2077 SEP	2077 OCT	2077 NOV	2077 DEC	2078 JAN	2078 FEB	2078 MAR	2078 APR	2078 MAY	2078 JUN	2078 JUL	2078 AUG	2078 SEP	2078 OCT	2078 NOV	2078 DEC	2079 JAN	2079 FEB	2079 MAR	2079 APR	2079 MAY	2079 JUN	2079 JUL	2079 AUG	2079 SEP	2079 OCT	2079 NOV	2079 DEC	2080 JAN	2080 FEB	2080 MAR	2080 APR	2080 MAY	2080 JUN	2080 JUL	2080 AUG	2080 SEP	2080 OCT	2080 NOV	2080 DEC	2081 JAN	2081 FEB	2081 MAR	2081 APR	2081 MAY	2081 JUN	2081 JUL	2081 AUG	2081 SEP	2081 OCT	2081 NOV	2081 DEC	2082 JAN	2082 FEB	2082 MAR	2082 APR	2082 MAY	2082 JUN	2082 JUL	2082 AUG	2082 SEP	2082 OCT	2082 NOV	2082 DEC	2083 JAN	2083 FEB	2083 MAR	2083 APR	2083 MAY	2083 JUN	2083 JUL	2083 AUG	2083 SEP	2083 OCT	2083 NOV	2083 DEC	2084 JAN	2084 FEB	2084 MAR	2084 APR	2084 MAY	2084 JUN	2084 JUL	2084 AUG	2084 SEP	2084 OCT	2084 NOV	2084 DEC	2085 JAN	2085 FEB	2085 MAR	2085 APR	2085 MAY	2085 JUN	2085 JUL	2085 AUG	2085 SEP	2085 OCT	2085 NOV	2085 DEC	2086 JAN	2086 FEB	2086 MAR	2086 APR	2086 MAY	2086 JUN	2086 JUL	2086 AUG	2086 SEP	2086 OCT	2086 NOV	2086 DEC	2087 JAN	2087 FEB	2087 MAR	2087 APR	2087 MAY	2087 JUN	2087 JUL	2087 AUG	2087 SEP	2087 OCT	2087 NOV	2087 DEC	2088 JAN	2088 FEB	2088 MAR	2088 APR	2088 MAY	2088 JUN	2088 JUL	2088 AUG	2088 SEP	2088 OCT	2088 NOV	2088 DEC	2089 JAN	2089 FEB	2089 MAR	2089 APR	2089 MAY	2089 JUN	2089 JUL	2089 AUG	2089 SEP	2089 OCT	2089 NOV	2089 DEC	2090 JAN	2090 FEB	2090 MAR	2090 APR	2090 MAY	2090 JUN	2090 JUL	2090 AUG	2090 SEP	2090 OCT	2090 NOV	2090 DEC	2091 JAN	2091 FEB	2091 MAR	2091 APR	2091 MAY	2091 JUN	2091 JUL	2091 AUG	2091 SEP	2091 OCT	2091 NOV	2091 DEC	2092 JAN	2092 FEB	2092 MAR	2092 APR	2092 MAY	2092 JUN	2092 JUL	2092 AUG	2092 SEP	2092 OCT	2092 NOV	2092 DEC	2093 JAN	2093 FEB	2093 MAR	2093 APR	2093 MAY	2093 JUN	2093 JUL	2093 AUG	2093 SEP	2093 OCT	2093 NOV	2093 DEC	2094 JAN	2094 FEB	2094 MAR	2094 APR	2094 MAY	2094 JUN	2094 JUL	2094 AUG	2094 SEP	2094 OCT	2094 NOV	2094 DEC	2095 JAN	2095 FEB	2095 MAR	2095 APR	2095 MAY	2095 JUN	2095 JUL	2095 AUG	2095 SEP	2095 OCT	2095 NOV	2095 DEC	2096 JAN	2096 FEB	2096 MAR	2096 APR	2096 MAY	2096 JUN	2096 JUL	2096 AUG	2096 SEP	2096 OCT	2096 NOV	2096 DEC	2097 JAN	2097 FEB	2097 MAR	2097 APR	2097 MAY	2097 JUN	2097 JUL	2097 AUG	2097 SEP	2097 OCT	2097 NOV	2097 DEC	2098 JAN	2098 FEB	2098 MAR	2098 APR	2098 MAY	2098 JUN	2098 JUL	2098 AUG	2098 SEP	2098 OCT	2098 NOV	2098 DEC	2099 JAN	2099 FEB	2099 MAR	2099 APR	2099 MAY	2099 JUN	2099 JUL	2099 AUG	2099 SEP	2099 OCT	2099 NOV	2099 DEC	2100 JAN	2100 FEB	2100 MAR	2100 APR	2100 MAY	2100 JUN	2100 JUL	2100 AUG	2100 SEP	2100 OCT	2100 NOV	2100 DEC	2101 JAN	2101 FEB	2101 MAR	2101 APR	2101 MAY	2101 JUN	2101 JUL	2101 AUG	2101 SEP	2101 OCT	2101 NOV	2101 DEC	2102 JAN	2102 FEB	2102 MAR	2102 APR	2102 MAY	2102 JUN	2102 JUL	2102 AUG	2102 SEP	2102 OCT	2102 NOV	2102 DEC	2103 JAN	2103 FEB	2103 MAR	2103 APR	2103 MAY	2103 JUN	2103 JUL	2103 AUG	2103 SEP	2103 OCT	2103 NOV	2103 DEC	2104 JAN	2104 FEB	2104 MAR	2104 APR	2104 MAY	2104 JUN	2104 JUL	2104 AUG	2104 SEP	2104 OCT	2104 NOV	2104 DEC	2105 JAN	2105 FEB	2105 MAR	2105 APR	2105 MAY	2105 JUN	2105 JUL	2105 AUG	2105 SEP	2105 OCT	2105 NOV	2105 DEC	2106 JAN	2106 FEB	2106 MAR	2106 APR	2106 MAY	2106 JUN	2106 JUL	2106 AUG	2106 SEP	2106 OCT	2106 NOV	2106 DEC	2107 JAN	2107 FEB	2107 MAR	2107 APR	2107 MAY	2107 JUN	2107 JUL	2107 AUG	2107 SEP	2107 OCT	2107 NOV	2107 DEC	2108 JAN	2108 FEB	2108 MAR	2108 APR	2108 MAY	2108 JUN	2108 JUL	2108 AUG	2108
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**Opus West Construction Corporation**  
**September 4, 2008**



Opus West Construction Corporation  
SUBCONTRACT CHANGE ORDER



RI  
AVI

Change Order Date: 02/18/2008

Change Order #: 1

To Subcontract Agreement dated: 12/06/2007

TO: Construction 70, Inc.,  
3620 S. 40th Street  
Phoenix, AZ 85040

PROJECT Pima Center I - Building E  
9180 E. Via de Ventura  
Scottsdale, AZ 85258

CON-10510.00-16  
02200, 02510, & 02520

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall modify its Commercial General Liability, and Umbrella/Excess Liability policies to include the following names as "additional insureds": Opus West Construction Corporation, Opus West Corporation, PC-101, Inc., and Pima Center 101, L.L.C.	\$0.00
2	Subcontractor shall furnish all skill, labor, material, and equipment necessary or required within their respective scope of work for a complete installation of any changes as detailed in the following Field Bulletins: FB-10510.00-1 dated 01/09/2008, FB-10510.00-2 dated 01/18/2008, FB-10510.00-3 dated 01/28/2008, and FB-10510.00-4 dated 02/01/2008.	\$0.00
3	Subcontractor shall furnish all skill, labor, material, and equipment necessary or required to update their respective scope of work for a complete installation of any and all changes detailed in the updated design documents as referenced in the attached Current Drawing Record Log dated 02/04/2008.	\$0.00
		<u>\$0.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-B20-01451.00-S	\$26,500.00	\$0.00	\$26,500.00
10510.00-B20-02300.00-S	\$120,168.00	\$0.00	\$120,168.00
10510.00-B20-02410.00-S	\$85,290.00	\$0.00	\$85,290.00
10510.00-B20-02510.00-S	\$231,372.00	\$0.00	\$231,372.00
10510.00-B20-02580.00-S	\$4,400.00	\$0.00	\$4,400.00
	<u>\$467,730.00</u>	<u>\$0.00</u>	<u>\$467,730.00</u>

Original Contract	\$467,730.00
Previously Approved Change	\$0.00
Amount this Change	\$0.00
Contract Amount to	<u>\$467,730.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Construction 70, Inc.

Ricky Eischen  
Printed Name

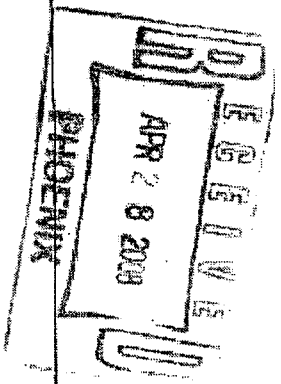
3-3-08  
Date

Opus West Construction Corporation

Ryan Hulet  
Printed Name

4/28/08  
Date

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



# 02/04/2008 Drawing Record Log

Pima Center I - Building E  
9180 E. Via de Ventura  
Scottsdale, AZ 85258

Project # 10510  
Tel:

Fax:

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
CS	Cover Sheet	11/07/2007	Jeffrey Culbertson	101	Butler Design Group
C1	Grading & Drainage, Water Sewer & Fire Line Cover Sheet	11/07/2007	Jeffrey S. Erickson	102	Erickson & Meeks
C2	Grading & Drainage Plan	11/07/2007	Jeffrey S. Erickson	102	Erickson & Meeks
C3	Grading & Drainage Plan	11/07/2007	Jeffrey S. Erickson	102	Erickson & Meeks
C4	Grading & Drainage Details & Sections	11/07/2007	Jeffrey S. Erickson	102	Erickson & Meeks
C5	Water, Sewer & Fire Line Plan	11/07/2007	Jeffrey S. Erickson	102	Erickson & Meeks
C6	Water, Sewer & Fire Line Plan	11/07/2007	Jeffrey S. Erickson	102	Erickson & Meeks
Map	Site/Best Management Practices Map	11/05/2007	Hardy Laskin	103	Paradigm Engineering
LA01	Cover Sheet	11/07/2007	Hardy Laskin	110	Laskin & Assoc.
LA02	Planting Plans	11/07/2007	Hardy Laskin	110	Laskin & Assoc.
LA03	Planting Plans	11/07/2007	Hardy Laskin	110	Laskin & Assoc.
LA04	Irrigation Plans	11/07/2007	Hardy Laskin	110	Laskin & Assoc.
LA05	Irrigation Plans	11/07/2007	Hardy Laskin	110	Laskin & Assoc.



## Current Drawing Record Log

Prima Center I - Building E  
8780 E. Via de Ventura  
Scottsdale, AZ 85258

Project # 10510  
Tel:

Fax:

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
LA06	Landscape Detail Sheet	11/07/2007	Hardy Laskin	110	Laskin & Assoc.
LA07	Integration Detail Sheet	11/07/2007	Hardy Laskin	110	Laskin & Assoc.
LA08	Specifications	11/07/2007	Hardy Laskin	110	Laskin & Assoc.
AO.1	Site Plan	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
AO.2	Enlarged Site Plan	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
AO.4	Site Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
AO.3	Site Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A1.1	1st Floor Plan	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A1.1.1	1st Floor Plan - Edge of Slab	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A1.2	2nd Floor Plan	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A1.2.1	2nd Floor Plan - Edge of Slab	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A1.3	Roof Plan	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A2.1	Elevations	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A2.2	Enlarged Elevations	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A2.3	Enlarged Elevations	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group





## Current Drawing Record Log

Pima Center I - Building E  
9180 E. Via de Ventura  
Scottsdale, AZ 85258

Project # 10510  
Tel:

Fax:

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
A2.4	Window/Door Schedule	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A2.5	Window/Door Schedule	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A3.1	Building Sections	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A3.2	Wall Sections	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A3.3	Wall Sections	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A3.4	Wall Sections	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A4.1	Architectural Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A4.2	Architectural Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A4.3	Architectural Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A4.4	Architectural Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A5.1	Stair & Elevator Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
A5.2	Stair & Elevator Details	11/07/2007	Jeffrey Cuthbert	200	Butler Design Group
IA2.01	First Floor - Floor Plan	11/07/2007	Bruce Kroll	210	McCarthy Nordburg, Ltd.-1007404
IA2.02	Second Floor - Floor Plan	11/07/2007	Bruce Kroll	210	McCarthy Nordburg, Ltd.-1007404
IA2.1	First Floor - Enlarged Lobby Plan	01/14/2008	Bruce Kroll	210	McCarthy Nordburg, Ltd.-1007404



## Current Drawing Record Log

Prima Center I - Building E  
9300 E. Via de Ventura  
Scottsdale, AZ 85256

Project # 10510  
Tel:

Fax:

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
IA5.2	Finish Plan Floor 2	01/14/2008	Bruce Kroff	210	McCarthy Nordburg, Ltd.-1007404
IA5.1	Finish Plan Floor 1	01/14/2008	Bruce Kroff	210	McCarthy Nordburg, Ltd.-1007404
IA3.1	First Floor - Enlarged Lobby RCF Plan	01/14/2008	Bruce Kroff	210	McCarthy Nordburg, Ltd.-1007404
IA6.0	Enlarged Restroom Plans	01/14/2008	Bruce Kroff	210	McCarthy Nordburg, Ltd.-1007404
IA7.0	Elevations	01/14/2008	Bruce Kroff		McCarthy Nordburg, Ltd.-1007404
IA6.1	Elevator Cab Interior	01/14/2008	Bruce Kroff		McCarthy Nordburg, Ltd.-1007404
IA6.0	Interior Architectural Details	01/14/2008	Bruce Kroff	210	McCarthy Nordburg, Ltd.-1007404
IA6.1	Interior Architectural Details	11/07/2007	Bruce Kroff	210	McCarthy Nordburg, Ltd.-1007404
IA6.3	Details	01/14/2008	Bruce Kroff		McCarthy Nordburg, Ltd.-1007404
IA6.2	Interior Architectural Details	01/14/2008	Bruce Kroff	210	McCarthy Nordburg, Ltd.-1007404
SA	Title Sheet	11/07/2007	John J. Lewis	300	Opus A&E
S2	Level 1 Foundation Plan	11/07/2007	John J. Lewis	300	Opus A&E
SA.1	Level 2 Framing Plan	11/07/2007	John J. Lewis	300	Opus A&E
S3.2	Level 2 Enlarged Plans & Schedules	11/07/2007	John J. Lewis	300	Opus A&E
SA.1	Roof Framing Plan	11/07/2007	John J. Lewis	300	Opus A&E



# Current Drawing Record Log

Prima Center I - Building E  
9180 E. Via de Ventura  
Scottsdale, AZ 85258

Project # 10510  
Tel:

Fax:

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
S4.2	Awning Framing Plans & Details	11/07/2007	John J. Lewis	300	Opus A&E
S5	Braced Frame Sections & Details	11/07/2007	John J. Lewis	300	Opus A&E
S6	Sections and Details	11/07/2007	John J. Lewis	300	Opus A&E
S7	Sections and Details	11/07/2007	John J. Lewis	300	Opus A&E
S8	Sections and Details	11/07/2007	John J. Lewis	300	Opus A&E
S9	Sections and Details	11/07/2007	John J. Lewis	300	Opus A&E
S10	Sections and Details	11/07/2007	John J. Lewis	300	Opus A&E
M0.1	Mechanical Cover Sheet	11/07/2007	Jason Bush	500	Kraemer Engineering
M1.1	First Floor Mechanical Plan	09/04/2007	Jason Bush	500	Kraemer Engineering
M1.2	Second Floor Mechanical Plan	11/07/2007	Jason Bush	500	Kraemer Engineering
M1.3	Mechanical Roof Plan	11/07/2007	Jason Bush	500	Kraemer Engineering
M1.4	Enlarged Mechanical Core Plans	11/07/2007	Jason Bush	500	Kraemer Engineering
M2.1	Mechanical Schedules	11/07/2007	Jason Bush	500	Kraemer Engineering
M2.2	Mechanical Details	11/07/2007	Jason Bush	500	Kraemer Engineering



## Current Drawing Record Log

Pima Center I - Building E  
9180 E. Via de Ventura  
Scottsdale, AZ 85258

Project # 10510  
Tel:

Fax:

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
M2.3	Mechanical Details	11/07/2007	Jason Bush	500	Kramer Engineering
P0.1	Plumbing Legend, Symbols and Fixture Schedules	11/07/2007	George Timmerman	400	Professional Consulting Eng.
P0.2	Plumbing Specifications	11/07/2007	George Timmerman	400	Professional Consulting Eng.
P0.3	Plumbing Specifications	11/07/2007	George Timmerman	400	Professional Consulting Eng.
P2.1	Plumbing Plan - 1st Floor	11/07/2007	George Timmerman	400	Professional Consulting Eng.
P2.2	Plumbing Plan - 2nd Floor	11/07/2007	George Timmerman	400	Professional Consulting Eng.
P2.3	Enlarged Plumbing Floor Plan, 1st & 2nd Floor	11/07/2007	George Timmerman	400	Professional Consulting Eng.
P3.1	Plumbing Riser Diagrams	11/07/2007	George Timmerman	400	Professional Consulting Eng.
E0.0	Symbols and Schedules	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated.
E1.0	Site Lighting Plan	11/06/2007	Ronald T. Foss	700	Associated Engineering, Incorporated.
E1.1	Photometric Site Plan	11/05/2007	Ronald T. Foss		Associated Engineering, Incorporated.
E2.0	Partial 1st Floor Lighting Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated.



# Current Drawing Record Log

Prisma Center I - Building E  
 9180 E. Via de Ventura  
 Scottsdale, AZ 85258  
 Project # 10510  
 Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
E2.1	Partial 1st Floor Lighting Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated
E2.2	Partial 1st Floor Lighting Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated
E3.0	Partial 2nd Floor Lighting Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated
E3.1	Partial 2nd Floor Lighting Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated
E3.2	Partial 2nd Floor Lighting Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated
E4.0	Partial 1st Floor Power Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated
E4.1	Partial 1st Floor Power Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated
E4.2	Partial 1st Floor Power Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated
E4.3	Enlarged 1st/2nd Floor Power Plans	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated
E5.0	Partial 2nd Floor Power Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated
E5.1	Partial 2nd Floor Power Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated



## Current Drawing Record Log

Pima Center I - Building E  
9180 E. Via de Ventura  
Scottsdale, AZ 85258

Project # 10510  
Tel:

Fax:

Sheet Number	Sheet Name	Issue Date	Designer	Designer Reference	Organization Reference
E5.2	Partial 2nd Floor Power Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E6.0	Partial Roof HVAC/SS Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E6.1	Partial Roof HVAC/SS Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E6.2	Partial Roof HVAC/SS Plan	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E7.0	Single Line Diagram	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E7.1	Details and Calculations	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E8.0	Panelboard Schedules	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E8.1	Panelboard Schedules	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-
E8.2	Panelboard Schedules	11/05/2007	Ronald T. Foss	700	Associated Engineering, Incorporated-

12. 12. 8 802059299-0.06 - 8125  
07. 10. 8 802059299-0.06 - 8125

P.O. Box 52345 • PHOENIX, ARIZONA 85022  
3420 S. 40TH STREET • PHOENIX, ARIZONA 85018

(LHO) 390-3070  
(SOT) 438-3070  
(CAC) 598-7072 FAX

INVOICE: 25640

Date: 02/13/09  
Job No: 1596

0 025

E-MAILED FEB 13 2009

TOTAL ESTIMATE TO DATE	377,628.75	
LESS RETENTION TO DATE		37,762.83
NET TOTAL TO DATE		339,865.92
PREVIOUS ESTIMATE	173,742.75	
PREVIOUS RETENTION		17,374.28
PREV. TOTAL / PYHNT		156,368.47
GROSS INCREASE	203,885.50	
RET. THIS ESTIMATE		20,388.55
NET DUE THIS ESTIMATE		183,496.95

- ☒ AR Book Job Tracking Sheet
- ☒ Billing to Labor Worksheet
- ☒ Invoice Tracking Worksheet
- ☐ CCAS

0.00	Residential Grading
6,000.00	Commercial Grading
47,885.60	Concrete
150,000.00	Paving

NET BILLING	RETENTION	TAX
\$0.00	\$0.00	\$0.00
\$6,000.00	\$0.00	\$0.00
\$47,885.60	\$0.00	\$0.00
\$150,000.00	\$20,348.65	\$0.00

TAXES: Tax Cert on File 20642384-2

21530 0.00

32100; 203,885.50



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E  
Subcontractor: Construction 70, Inc.  
Supplier #: 1006852  
Address: 3629 S. 40th Street  
Phoenix, AZ 85040  
Phone: (480) 898-7070  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2555 East Camelback Road, Suite 800  
Phoenix, AZ 85016

Project Number: 10510  
Date of Application: 2/13/2009  
Application Number: 5  
Period From: 2/1/2009 Period To: 2/28/2009

## CONTRACT INFORMATION

ITEM	SALES TAX (\$/if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,730.00
OPUS APPROVED CHANGE ORDER # 2		\$0.00
CONTRACT AMOUNT TO DATE TOTAL		\$467,730.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$377,628.25  
B Less Retainage 10 % \$25,221.03  
C Total Earned less Retainage (A - B) \$352,407.22  
D Less Previous Billings (previous req's line C) \$156,368.48  
E Current Payment Due (C - D) \$196,038.74  
F Balance to Finish, Plus Retainage (H - A + B) \$183,496.95  
G Current Gross Amount Completed This Period \$203,685.50  
SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006852  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					J + G	A / H		G - K
10510.00-1020-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00	18,000.00	6,000.00	24,000.00	90.566%	600.00	\$4,400.00
10510.00-1020-02300.00-S	Earthwork - Subcontract	\$120,168.00	117,668.00		117,668.00	97.920%		
10510.00-1020-02510.00-S	Bituminous Paving - Subcontract	\$231,372.00	1,750.00	150,000.00	151,750.00	65.587%	15,000.00	135,000.00
10510.00-1020-02580.00-S	Pavement Markings - Subcontract	\$4,400.00				0.000%		
10510.00-1020-02410.00-S	Curb & Gutter-CIP - Subcontract	\$85,290.00	36,324.75	47,885.50	84,210.25	98.734%	4,788.55	43,096.95
	Total	\$467,730.00	173,742.75	203,685.50	377,628.25	352.807%	20,388.55	183,496.95
		H	I	G	A	J	K	L

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

## SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	G/L Exp



Conditional Waiver and Release on Progress Payment

(Pursuant to A.R.S. 33-1008)

Project: Pima Center I Building E  
Job No: 1596

On receipt by the undersigned, a Check from OPUS West Construction Corporation in the sum \$183,496.95 payable to Construction 70, Inc., and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under similar ordinance, rule, or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of OPUS West Construction located at Pima Center I Building E to the following extent. This release covers a progress payment for all labor, services, equipment, or materials furnished to the jobsite Pima Center I Building E through 02/13/09 only, and does not cover any retention pending, modifications and changes, or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver.

Date: 02/13/09

Construction 70, Inc.

\_\_\_\_\_  
Contract Administrator



## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Pima Center I - Building E  
Job No.: 10466.00

On receipt by the undersigned of a check from \_\_\_\_\_  
(Maker of check) in the sum of \$ \_\_\_\_\_ (Amount of Check) payable to  
\_\_\_\_\_ (Payee or Payees of Check) and when the  
check has been properly endorsed and has been paid by the bank on which it is drawn,  
this document becomes effective to release any mechanic's lien, any state or federal  
statutory bond right, any private bond right, any claim for payment and any rights under  
any similar ordinance, rule or statute related to claim or payment rights for persons in the  
undersigned's position that the undersigned has on the job of  
\_\_\_\_\_ (Owner) located at  
\_\_\_\_\_ (Job Description) to the following extent. This  
release covers a progress payment for all labor, services, equipment or materials  
furnished to the jobsite or to  
(Person with whom undersigned contracted) through \_\_\_\_\_ (Date) only and  
does not cover any retention, pending modifications and changes or items furnished after  
that date. Before any recipient of this document relies on it, that person should verify  
evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he  
receives from this progress payment to promptly pay in full all of his laborers,  
subcontractors, materialmen and suppliers for all work, materials, equipment or services  
provided for or to the above referenced project up to the date of this waiver.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

#1596 LF DUE 2/10



## SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center 1 - Building E  
 Subcontractor: Construction 70, Inc.  
 Supplier #: 1006852  
 Address: 3626 S. 40th Street  
 Phoenix, AZ 85040  
 Phone: (480) 898-7070  
 Remittance Address: OPUS West Construction Corporation  
 Attn: Accounts Payable  
 2555 East Camelback Road, Suite 800  
 Phoenix, AZ 85016

Project Number: 10510  
 Date of Application: 2/13/2009  
 Application Number: 8  
 Period From: 2/1/2009 Period To: 2/28/2009

## CONTRACT INFORMATION

ITEM	SALES TAX (If applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,730.00
OPUS APPROVED CHANGE ORDER thru # 1		\$0.00
CONTRACT AMOUNT TO DATE TOTAL		\$467,730.00

## APPLICATION INFORMATION

- A Total Completed & Stored to Date \$173,742.75  
 B Less Retainage 10 %  
 C Total Earned less Retainage (A - B)  
 D Less Previous Billings (previous req's line C)  
 E Current Payment Due (C - D)  
 F Balance to Finish, Plus Retainage (H - A + B)  
 G Current Gross Amount Completed This Period

HOLD FOR RE'S  
 BILLINGS

\$156,308.48  
 \$0.00

SUBCONTRACT

BY:

DATE:

Supplier #: 1006852

## APPLICATION BREAKDOWN

THIS SECTION MUST BE COMPLETED IN ORDER FOR TI

Account Code	Description					Percent Complete	Retainage This Application	Net Payment
					I + G	A / H		G - K
10510.00-B20-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00	18,000.00	6000	18,000.00	67.925%	-	-
10510.00-B20-02300.00-S	Earthwork - Subcontract	\$120,168.00	117,668.00		117,668.00	97.920%	-	-
10510.00-B20-02510.00-S	Bituminous Paving - Subcontract	\$231,372.00	1,750.00	150,000	1,750.00	0.756%	-	-
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00				0.000%	-	-
10510.00-B20-02410.00-S	Curb & Outer-CIP - Subcontract	\$85,290.00	30,324.75		30,324.75	42.590%	-	-
	Total	\$467,730.00	173,742.75		173,742.75	209.190%	-	-
		H	I	G	A	J	K	L

Entered By: \_\_\_\_\_

Accounting

Date

Approved By: \_\_\_\_\_

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID

Vendor Inv. #

Date

GL Exp



# SURCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building II  
Subcontractor: Construction 70, Inc.  
Supplier #: 1006852  
Address: 3620 S. 40th Street  
Phoenix, AZ 85040  
Phone: (480) 898-7070  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2555 East Camelback Road, Suite 800  
Phoenix, AZ 85016

Project Number: 10310  
Date of Application: 2/13/2009  
Application Number: 8  
Period From: 2/1/2009 Period To: 2/28/2009

## CONTRACT INFORMATION

ITEM	SALES TAX (If applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,730.00
OPUS APPROVED CHANGE ORDER #2		\$0.00
CONTRACT AMOUNT TO DATE TOTAL		\$467,730.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$329,742.75  
B Less Retainage 10 % \$20,432.48  
C Total Earned less Retainage (A - B) \$296,768.48  
D Less Previous Billings (previous req's line C) \$156,368.48  
E Current Payment Due (C - D) \$140,400.00  
F Balance to Finish, Plus Retainage (H - A + B) \$156,439.73  
G Current Gross Amount Completed This Period \$156,000.00

SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006852

BY:

DATE:

## APPLICATION BREAKDOWN

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

			Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payments
Account Code	Description	Current Contract Amount	From Previous Application	This Period				
					I + G	A / H		G - K
10510.00-B20-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00	18,000.00	6,000.00	24,000.00	90.566%	600.00	\$,400.00
10510.00-B20-02300.00-S	Earthwork - Subcontract	\$120,368.00	117,668.00		117,668.00	97.920%	-	-
10510.00-B20-02510.00-S	Bituminous Paving - Subcontract	\$231,572.00	1,750.00	150,000.00	151,750.00	65.587%	15,000.00	135,000.00
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00	-	-	-	0.000%	-	-
10510.00-B20-02410.00-S	Curb & Gutter-CIP - Subcontract	\$85,290.00	36,324.75		36,324.75	42.590%	-	-
	Total	\$467,730.00	173,742.75	156,000.00	329,742.75	296.662%	15,600.00	140,400.00
		H	I	G	A	J	K	E

Entered By: \_\_\_\_\_

Accounting

Date

Approved By: \_\_\_\_\_

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID

Vendor Inv. #

Date

G/L Exp

Base Bid Pima Center 1 Building E  
JOB # 1596

Billing 12-Jan-09  
Billing 13-Feb-09

Total Bill  
to Date

Cost Code	Concrete	UNIT	UNIT \$	TOTALS			
720	Transitions	34	EA	65.00	2,210.00		34
725	Single Curb	4,065	LF	17.85	72,560.25	2,035	4065
730	Vertical Curb	400	LF	14.85	5,940.00	400	400
735	Extruded Curb	160	LF	6.75	1,080.00		0
785	Parkway Grading	1	LS	3,500.00	3,500.00	\$3,500.00	\$3,500.0
Alt 745	9" Thick Sidewalk Asphalt Crossings	1,540	SF	7.85			
		Sub TOTAL			85,290.25		

**Note:**

**Check List**

Bid based on one mobilization (additional move-ins billed @ 2000.00 ea.)

Bid based on construction water from onsite hydrant

**Job bid at MAG "B" ( 2500 psi )**

Excludes Sawcut, Removals, Demo, Traffic Control, ABC, Unsuitable Material

Track-Out Rock, Street Balance, Catch Basins and Handicap ramps

Subgrade (+ / - ) 3 tenths prior to concrete placement.

Not responsible for blemishes, chipped or damage concrete caused by others

If Approved Sidewalk in Asphalt poured at 8" thick MAG "AA" ( 4000 psi w/ Fiber )

Installed prior to Paving

Excludes anything not listed on this proposal

**Concrete Prices good till ( 9/30/08 & Hanson )**

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 11-14-01 BY 60322/UC/LP

P.O. BOX 62345 • PHOENIX, ARIZONA 85062  
3420 E. 40TH STREET • PHOENIX, ARIZONA 85018

(480) 878-7070  
(602) 432-7070  
(480) 896-7072 FAX

INVOICE 25693

Date: 03/12/09  
Job No: 1596

O 025 Date	Description	Debits	Credits	Balance
	Pima Center I Building E Contract Billing			
Est. #8	Progress Billing as per Contract (See attached Subcontractor App for Payment)	512,025.00		
	Less Prev. Application = Est. #8	377,628.25		
	Gross Increase Estimate #9	134,396.75		
	Less Retention Estimate #9	13,439.67		
	Net Due this Estimate #9	120,957.08		120,957.08
			Total Due	\$ 120,957.08

TOTAL ESTIMATE TO DATE	512,025.00	
LESS RETENTION TO DATE		0.00
NET TOTAL TO DATE		512,025.00
PREVIOUS ESTIMATE	377,628.25	
PREVIOUS RETENTION:		0.00
PREV. TOTAL PAYMENT		377,628.25
GROSS INCREASE	134,396.75	
RET. THIS ESTIMATE		0.00
NET DUE THIS ESTIMATE:		134,396.75

	0.00	Residential Grading
	14,300.00	Commercial Grading
	10,011.75	Concrete
	110,085.00	Paving

NET BILLING	RETENTION	TAX
\$0.00	\$0.00	\$0.00
\$12,870.00	\$1,490.00	\$0.00
\$9,010.88	\$1,081.37	\$0.00
\$89,076.60	\$11,008.50	\$0.00

☒ AR Book Job Tracking Sheet  
☒ Billing to Labor Worksheet  
☒ Invoice Tracking Worksheet  
☐ CCAS

TAXES: Tax Cdn. on File 10042684-2

21530;

0:00

32100: 134,398.75

**COMPLETED**



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building F  
Subcontractor: Construction 70, Inc.  
Supplier #: 1006852  
Address: 3620 S. 40th Street  
Phoenix, AZ 85046  
Phone: (480) 898-1070  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2555 East Camelback Road, Suite 800  
Phoenix, AZ 85016

Project Number: 10510  
Date of Application: 3/12/2009  
Application Number: 9  
Period From: 3/1/2009 Period To: 3/31/2009

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,730.00
OPUS APPROVED CHANGE ORDER then # 5		\$44,295.00
CONTRACT AMOUNT TO DATE TOTAL		\$512,025.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$512,025.00  
B Less Retainage 10 % \$38,660.70  
C Total Earned less Retainage (A - B) \$473,364.30  
D Less Previous Billings (previous req's line C) \$352,407.23  
E Current Payment Due (C - D) \$120,957.08  
F Balance to Finish, Plus Retainage (H - A + B) \$38,660.70  
G Current Gross Amount Completed This Period \$134,396.75

SUBCONTRACTOR:

Construction 70, Inc.

Supplier #: 1006852

BY:

DATE:

3.12.09

## APPLICATION BREAKDOWN

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

		Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
Account Code	Description	Current Contract Amount	From Previous Application	This Period			
10510.00-B20-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00	24,000.00	2,500.00	100.000%	250.00	2,250.00
10510.00-B20-02300.00-S	Earthwork - Subcontract	\$129,468.00	117,668.00	11,800.00	100.000%	1,180.00	10,620.00
10510.00-B20-02410.00-S	Bituminous Paving - Subcontract	\$257,435.00	151,750.00	105,685.00	100.000%	10,568.50	95,116.50
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00		4,400.00	100.000%	440.00	3,960.00
10510.00-B20-02410.00-S	Curb & Gutter-CLP - Subcontract	\$25,290.00	\$4,210.25	1,079.75	100.000%	107.98	971.78
10510.00-B40-03100.00-S	Cone Sidewalks	\$8,932.00		8,932.00	100.000%	\$93.20	8,038.80
	Total	\$512,025.00	377,628.25	74,396.75	100.000%	13,439.68	120,957.08
		H	I	G	A	J	E

Entered By: \_\_\_\_\_

Accounting

Date

Approved By: \_\_\_\_\_

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID

Vendor Inv. #

Date

G/L Exp



# SUBCONTRACTOR APPLICATION FOR PAYMENT

RE  
1596  
3/10/09

Project Name: Pima Center I - Building E  
Subcontractor: Construction 70, Inc.  
Supplier #: 1006852  
Address: 1620 S. 40th Street  
Phoenix, AZ 85040  
Phone: (480) 898-7070  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2555 East Camelback Road, Suite 800  
Phoenix, AZ 85016

Project Number: 10510  
Date of Application: 3/13/2009  
Application Number: 9  
Period From: 3/1/2009 Period To: 3/31/2009

## CONTRACT INFORMATION

ITEM	SALES TAX (S) (if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,730.00
OPUS APPROVED CHANGE ORDER thru # 5		\$44,295.00
CONTRACT AMOUNT TO DATE TOTAL		\$512,025.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$377,628.25  
B Less Retainage 10 % \$25,221.03  
C Total Earned less Retainage (A - B) \$339,865.43  
D Less Previous Billings (previous req's line C) \$339,865.43  
E Current Payment Due (C - D) \$0.00  
F Balance to Finish, Plus Retainage (H - A + B) \$139,617.78  
G Current Gross Amount Completed This Period \$0.00

SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006852  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I + G	A / H		G - K
10510.00-B20-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00	24,000.00		24,000.00	90.566%	-	-
10510.00-B20-02300.00-S	Earthwork - Subcontract	\$129,468.00	117,668.00		117,668.00	90.896%	-	-
10510.00-B20-02510.00-S	Bituminous Paving - Subcontract	\$257,435.00	151,750.00		151,750.00	58.947%	-	-
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00	-		-	0.000%	-	-
10510.00-B20-02410.00-S	Curb & Gutter-CIP - Subcontract	\$85,290.00	84,210.25	1080.75	84,210.25	98.734%	-	-
10510.00-B40-03100.00-S		\$ 8,932.00		8932.75	-	0.000%	-	-
	Total	\$512,025.00						
			377,628.25		377,628.25	339.133%		
		H	I	G	A	J	K	E

Entered By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Accounting

Date

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID

Vendor Inv. #

Date

G/E/P





# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center 1 - Building E  
Subcontractor: Construction 70, Inc  
Supplier #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Remittance Address: \_\_\_\_\_

Project Number: 10510  
Date of Application: 2/13/2009  
Application Number: 9  
Period From: 3/1/2009 Period To: 3/31/2009

*RTO Pending*  
*RC073 = 16800*  
*RC074 = 287236*

## CONTRACT INFORMATION

ITEM	SALES TAX (\$)(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,750.00
OPLS APPROVED CHANGE ORDER then # 5		\$44,295.00
CONTRACT AMOUNT TO DATE TOTAL		\$512,025.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$377,628.25  
B Less Retainage 10 % \$25,221.03  
C Total Earned less Retainage (A - B) \$339,865.43  
D Less Previous Billings (previous req's line C) \$339,865.43  
E Current Payment Due (C - D) \$0.00  
F Balance to Finish, Plus Retainage (H - A + B) \$159,617.78  
G Current Gross Amount Completed This Period \$0.00  
SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006852  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

## APPLICATION BREAKDOWN

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

Account Code	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
	This Period					
			I - G	A / H		G - K
10510-00-B20-01451-00-S	<i>2500</i>		24,900.00	90.566%	-	-
110510-00-B20-02301-00-S	<i>11800</i>		117,668.00	90.883%	-	-
10510-00-B20-02510-00-S	<i>02565</i>		151,750.00	58.947%	-	-
10510-00-B20-02560-00-S	<i>4400</i>		-	0.000%	-	-
10510-00-B20-02410-00-S			84,210.25	98.734%	-	-
10510-00-B40-03300-00-S			-	0.000%	-	-
			377,628.25	59.133%	-	-
	G	A	J	K	E	

Entered By: \_\_\_\_\_

Accounting

Date

By: \_\_\_\_\_

Project Manager

Date

SHADED AREA FOR OPLS ACCOUNTING USE ONLY

Vendor ID: \_\_\_\_\_

Vendor Inv. # \_\_\_\_\_

Date: \_\_\_\_\_

GL Exp. \_\_\_\_\_

# Construction 70, Inc.

Az. Lic. # A-592199 - Res.  
Az. Lic. # A-68534 - Comm.  
Nv. Lic. # A-30306

P.O. Box 62345 • Phoenix, Arizona 85062  
3620 S. 48th Street • Phoenix, Arizona 85040

(480) 898-7070  
(602) 438-7070  
Fax (480) 898-7072

## CONCRETE PROPOSAL AND CONTRACT

Page 1 of 1

Submitted by:	Opus West Construction Corporation	Phone:	602-468-7000	Fax:	602-468-7010	Date:	02/23/09
Address:	2555 East Camelback Road Suite 800	Job Name:	Pima Center 1 Building E				
City, State, Zip	Phoenix, Arizona 85016	Location:	101 & Via De Ventura				
Attendee:	Vincent	City, State	Scottsdale, Arizona				

Tag/Draw:

☒ Unapproved Plans

Construction 70, Inc. proposes to furnish all labor and/or materials to complete the following items of work per unit prices quoted. Your signature on a copy of this proposal returned to us shall indicate your acceptance and this document shall become a contract between us and shall be binding upon both parties.

Item #	Description	Quantity	Unit	Unit Price	Total
	<b>Pima Center Building E</b> <b>Alternate for Sidewalk Crosswalks</b>				
1	Sidewalk Crosswalks	1,540	sf	5.80	8,932.00
2	Sales Tax	1	ls	EXEMPT	

### Note: Concrete Exclusions / Qualifications

- Sidewalk in Asphalt poured at 8" thick MAG "AA" ( 4000 psi w/ Fiber )
- Sawcut & Excavation completed by others

Price does not include any engineering, inspection or permit fees, sales taxes or soil testing.

Exclusions: Unless noted above, this proposal excludes: Rock & enclava excavation & grading. All removals and haul-off, Traffic Control and barricades, Sawcutting & Jackhammer work, PVC pipe and shoring. All items not bid on this proposal

Material and Labor Prices are firm until:

04/01/09

# Construction 70, Inc.

EX. LIC. # R000000000-0-00 - RES.  
EX. LIC. # R000000000-0-00 - COMM.

P.O. BOX 60345 • PHOENIX, ARIZONA 85060  
1620 S. WASHINGTON STREET • PHOENIX, ARIZONA 85040

(602) 958-7070  
(602) 432-1170  
(602) 996-7072 FAX

**OPUS West Construction Corporation**  
2555 East Camelback Road Suite 800  
Phoenix, Arizona 85016  
Attn: Land Development- Vincent Genetti

INVOICE: **25761**

Date: **04/22/09**  
Job No: **1596**

O-025	Description	Details	Credits	Balance
	<b>Pima Center I Building E Contract Billing</b>			
Est. #10	Progress Billing as per Contract (See attached Application for Payment)	533,258.00		
	Less Prev. Application = Estimate #9	512,025.00		
	Gross Increase this Estimate #10	21,233.00		
	Less Retention this Estimate #10	2,123.30		
	Net Due this Estimate #10	19,109.70		19,109.70
<b>Total Due</b>				<b>\$ 19,109.70</b>

TOTAL ESTIMATE TO DATE	533,258.00		
LESS RETENTION TO DATE		40,784.00	
NET TOTAL TO DATE			492,474.00
PREVIOUS ESTIMATE	512,025.00		
PREVIOUS RETENTION		38,680.70	
PREV TOTAL / PYMT			479,364.30
GROSS INCREASE	21,233.00		
RET. THIS ESTIMATE		2,123.30	
NET DUE THIS ESTIMATE			19,109.70

- ☒ AR Book Job Tracking Sheet  
☒ Billing to Labor Worksheet  
☒ Invoice Tracking Worksheet  
☐ CCAS

TAXES: Tax Cert on File 20042084-2

21536:

0.00

32100: 21,233.00



**COMPLETED**

NET BILLING	RETENTION	TAX
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$19,109.70	\$2,123.30	\$0.00



Project Number: 10510

Date of Application: 4/24/2009

Application Number: 10 - thru CO# 000

Period From: 4/1/2009 Period To: 4/30/2009

CONTRACT INFORMATION		
ITEM	SALES TAX (\$)(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,730.00
CPUS APPROVED CHANGE ORDER 0105 50		\$65,528.00
CONTRACT AMOUNT TO DATE TOTAL		\$533,258.00

A	Total Completed & Stored to Date		9333,258.00
B	Less Retainage	10 %	\$40,784.00
C	Total Earned less Retainage (A - B)		\$492,474.00
D	Less Previous Billings (previous req's line C)		\$473,364.30
E	Current Payment Due (C - D)		\$19,109.70
F	Balance to Finish, Plus Retainage (B - A + F)		\$40,784.00
G	Current Gross Amount Completed This Period		\$21,233.00
SUBCONTRACTOR:		Construction 70, Inc.	
BY:		Supplier #:	
DATE:		1006852	

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

			Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
Account Code	Description	Current Contract Amount	From Previous Application	This Period				
					I + G	A / H		G + K
10510.00-B20-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00	26,500.00	-	26,500.00	100.000%	-	-
10510.00-B20-02240.00-S		\$ 1,560.00		1,560.00	1,560.00	100.000%	1,560.00	1,404.00
10510.00-B20-02300.00-S	Earthwork - Subcontract	\$146,268.00	129,468.00	16,800.00	146,268.00	100.000%	1,680.00	15,120.00
10510.00-B20-02510.00-S	Bituminous Paving - Subcontract	\$260,308.00	257,435.00	2,873.00	260,308.00	100.000%	287.30	2,585.70
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00	4,400.00	-	4,400.00	100.000%	-	-
10510.00-B20-02410.00-S	Curb & Gutter-CIP - Subcontract	\$85,290.00	85,290.00	-	85,290.00	100.000%	-	-
10510.00-B20-03100.00-S	Concrete Sidewalks	\$ 8,932.00	8,932	-	8,932.00	100.000%	-	-
	Total	\$533,258.00	512,025.00	21,233.00	533,258.00	700.000%	2,123.30	19,109.70
		H	I	G	A	J	K	E

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

SHADED AREA FOR OPL'S ACCOUNTING USE ONLY

Vendor ED.

Vendor Inv. #

Date \_\_\_\_\_

Cell Exp

Page



## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Pima Center I - Building E

Job No.: 10466.00

On receipt by the undersigned of a check from Opus West Constr. Corp.  
(Maker of check) in the sum of \$ 19,109.70 (Amount of Check) payable to  
Construction To, Inc. (Payee or Payees of Check) and when the  
check has been properly endorsed and has been paid by the bank on which it is drawn,  
this document becomes effective to release any mechanic's lien, any state or federal  
statutory bond right, any private bond right, any claim for payment and any rights under  
any similar ordinance, rule or statute related to claim or payment rights for persons in the  
undersigned's position that the undersigned has on the job of  
Opus West Constr. Corp. (Owner) located at  
Pima Center I - Bldg E (Job Description) to the following extent. This  
release covers a progress payment for all labor, services, equipment or materials  
furnished to the jobsite or to Pima Center I - Bldg E / Opus West  
(Person with whom undersigned contracted) through 4.30.2009 (Date) only and  
does not cover any retention, pending modifications and changes or items furnished after  
that date. Before any recipient of this document relies on it, that person should verify  
evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he  
receives from this progress payment to promptly pay in full all of his laborers,  
subcontractors, materialmen and suppliers for all work, materials, equipment or services  
provided for or to the above referenced project up to the date of this waiver.

Dated: 4.22.2009

Construction To, Inc.  
(Company Name)

By: [Signature]

(Signature)

Art. Allen  
(Title)

Conditional Waiver and Release on Progress Payment

(Pursuant to A.R.S. 33-1008)

Project:

Pima Center I Building E

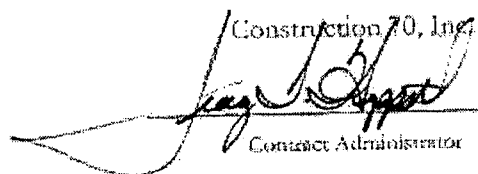
Job No:

1596

On receipt by the undersigned, a Check from OPUS West Construction Corporation in the sum \$19,109.70 payable to Construction 70, Inc., and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under similar ordinance, rule, or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of OPUS West Construction located at Pima Center I Building E to the following extent. This release covers a progress payment for all labor, services, equipment, or materials furnished to the jobsite Pima Center I Building E through 04/22/09 only, and does not cover any retention pending, modifications and changes, or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver.

Date: 04/22/09

Construction 70, Inc.  
  
Contract Administrator



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E  
Subcontractor: Construction 70, Inc.  
Supplier #: 1006852  
Address: 3620 S. 40th Street  
Phoenix, AZ 85040  
Phone: (480) 898-7030  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2555 East Camelback Road, Suite 800  
Phoenix, AZ 85016

Project Number: 10510  
Date of Application: 4/24/2009  
Application Number: 10a - Retention  
Period From: 4/1/2009 Period To: 4/30/2009

## CONTRACT INFORMATION

ITEM	SALES TAX (\$) (if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,730.00
OPUS APPROVED CHANGE ORDER Item # 5		\$44,295.00
CONTRACT AMOUNT TO DATE TOTAL		\$512,025.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$512,025.00  
B Less Retainage 10 % \$58,660.70  
C Total Earned less Retainage (A - B) \$453,364.30  
D Less Previous Billings (previous req's line C) \$473,364.30  
E Current Payment Due (C - D) \$0.00  
F Balance to Finish, Plus Retainage (H - A + B) \$59,891.70  
G Current Gross Amount Completed This Period \$0.00  
SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006852  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

## APPLICATION BREAKDOWN

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

			Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
Account Code	Description	Current Contract Amount	From Previous Application	This Period				
10510.00-B20-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00	26,500.00	-	26,500.00	100.000%	-	-
10510.00-B20-02240.00-S		\$ 1,560.00				0.000%	-	-
10510.00-B20-02300.00-S	Earthwork - Subcontract	\$146,268.00	129,468.00	-	129,468.00	88.514%	-	-
10510.00-B20-02510.00-S	Bituminous Paving - Subcontract	\$260,308.00	257,435.00	-	257,435.00	98.896%	-	-
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00	4,400.00	-	4,400.00	100.000%	-	-
10510.00-B20-02410.00-S	Curb & Gutter-CIP - Subcontract	\$85,290.00	85,290.00	-	85,290.00	100.000%	-	-
10510.00-B40-03100.00-S	Cone Sidewalks	\$ 8,932.00	8932	-	8,932.00	100.000%	-	-
	Total	\$533,258.00	\$12,025.00	-	\$512,025.00	\$87.411%	-	-
		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

GL Exp



# OPUS

## SUBCONTRACTOR APPLICATION FOR PAYMENT

1596-LF  
4/21/09

Project Name: Pima Center 1 - Building E  
 Subcontractor: Construction 70, Inc.  
 Supplier #: 1006852  
 Address: 3620 S. 40th Street  
 Phoenix, AZ 85040  
 Phone: (480) 398-7070  
 Remittance Address: OPUS West Construction Corporation  
 Attn: /  
 2555 E  
 Phoenix

Project Number: 10510  
 Date of Application: 4/24/2009  
 Application Number: 10a - Retention  
 Period From: 4/1/2009 Period To: 4/30/2009

### CONTRACT INFORMATION

ORIGINAL CONTRACT AMOUNT  
 OPUS APPROVED CHANGE ORDER  
 CONTRACT

*Retention is billable,  
workbooks letters sent.*

pplicable)	TOTAL (\$)
	\$467,730.00
	\$44,295.00
	\$512,025.00

### APPLICATION INFORMATION

- A Total Completed & Stored to Dat  
 B Less Retainage  
 C Total Earned less Retainage (A - B)  
 D Less Previous Billings (previous r  
 E Current Payment Due (C - D)  
 F Balance to Finish, Plus Retainage  
 G Current Gross Amount Completed This Period

\$473,364.30

\$0.00

\$0.00

SUBCONTRACTOR:

Construction 70, Inc.

Supplier #: 1006852

BY:

DATE:

### APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10510.00-B20-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00	26,500.00	-	26,500.00	100.000%	-	-
10510.00-B20-02300.00-S	Earthwork - Subcontract	\$129,468.00	129,468.00	-	129,468.00	100.000%	-	-
10510.00-B20-02510.00-S	Bituminous Paving - Subcontract	\$257,435.00	257,435.00	-	257,435.00	100.000%	-	-
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00	4,400.00	-	4,400.00	100.000%	-	-
10510.00-B20-02410.00-S	Curb & Gutter-CIP - Subcontract	\$85,290.00	85,290.00	-	85,290.00	100.000%	-	-
10510.00-B40-03100.00-S	Cone Sidewalks	\$8,932.00	8,932.00	-	8,932.00	100.000%	-	-
	Total	\$512,025.00	\$12,025.00	-	\$12,025.00	600.000%	-	-
		H	I	G	A	J	K	F

Entered By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Accounting

Date

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID

Vendor Inv. #

Date

G/L Exp





# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Firm Center 1 - Building E Project Number: 10510  
Subcontractor: Construction 70, Inc. Date of Application: \_\_\_\_\_  
Supplier #: 1006852 Application Number: \_\_\_\_\_  
Address: 3628 S. 40th Street (PO Box 62345) Period From: \_\_\_\_\_ Period To: \_\_\_\_\_  
Phoenix, AZ 85040  
Phone: (480) 898-7070  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2555 East Camelback Road, Suite 800  
Phoenix, AZ 85016

## CONTRACT INFORMATION

ITEM	SALES TAX (If applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$467,330.00
OPUS APPROVED CHANGE ORDER # 10		\$63,528.00
CONTRACT AMOUNT TO DATE TOTAL		\$530,858.00

## APPLICATION INFORMATION

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

SUBCONTRACTOR:

Construction 70, Inc.

Supplier #: 1006852

BY:

DATE:

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					F + G	A * H		G - K
10510.00-020-01451.00-S	Earthwork-Survey - Subcontract	\$20,500.00						
10510.00-020-02240.00-S	Drainage - Subcontract	\$1,500.00						
10510.00-020-02300.00-S	Earthwork - Subcontract	\$146,268.00						
10510.00-020-02410.00-S	Curb & Gutter-CP - Subcontract	\$85,290.00						
10510.00-020-02510.00-S	Signage-Paving - Subcontract	\$260,300.00						
10510.00-020-02580.00-S	Paved Road Markings - Subcontract	\$4,400.00						
10510.00-020-03100.00-S	Asphalt - Subcontract	\$8,932.00						
	Total	\$530,858.00						
			F	G	H	I	J	K

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:	Pima Center 1 - Building E	Project Number:	10510
Subcontractor:	Construction 70, Inc.	Date of Application:	
Supplier #:	1006852	Application Number:	
Address:	5620 S. 40th Street (PO Box 63345) Phoenix, AZ 85040	Period From:	Period To:
Phone:	(480) 898-7076		
Remittance Address:	OPUS West Construction Corporation Attn: Accounts Payable 2555 East Camelback Road, Suite 800 Phoenix, AZ 85016		

Vendor ID	Vendor Invoice #	Date	GLL LSP
-----------	------------------	------	---------

# Construction 7<sub>0</sub>, Inc.

F.O. Box 62540 • Phoenix, Arizona 85082  
3629 E. 46th Street • Phoenix, Arizona 85018

(LRC) 598-7070  
(RSC) 452-7070  
(AND) 346-7072-FM

INVOICE: 25762  
Date: 04/22/09  
Job No: 1596

O 025	Description	Debits	Credits	Balance
Date				
	Pima Center I Building E Contract Billing			
Est. #11a	Retention Billing as per Contract. (See attached Application for Payment)	533,258.00		
	Less Previously Paid = Est. #1 - #6	133,518.00		
	Less Prev. Applied - Est. #7	35,392.27		
	Less Prev. Applied - Est. #8	183,496.95		
	Less Prev. Applied - Est. #9	120,957.08		
	Less Prev. Applied - Est. #10	19,109.70		
	Retention Release Requested	40,784.00		40,784.00
			Total Due	\$ 40,784.00

TOTAL ESTIMATE TO DATE	533,258.00		
LESS RETENTION TO DATE		0.00	
NET TOTAL TO DATE			533,258.00
PREVIOUS ESTIMATE	533,258.00		
PREVIOUS RETENTION		40,784.00	
PREV. TOTAL PYMNT			492,474.00
GROSS INCREASE	0.00		
RET. THIS ESTIMATE		(40,784.00)	
NET DUE THIS ESTIMATE			40,784.00

- ☒ AR Book Job Tracking Sheet
- ☒ Billing to Labor Worksheet
- ☒ Invoice Tracking Worksheet
- ☐ CCAS

27530:

0:00

32100: 0.50





# OPUS

## SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Finn Center I - Building E  
 Subcontractor: Construction 70, Inc.  
 Supplier #: 1006852  
 Address: 3620 S. 40th Street  
Phoenix, AZ 85040  
 Phone: (480) 898-7670  
 Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2555 East Camelback Road, Suite 800  
Phoenix, AZ 85016

Project Number: 10510  
 Date of Application: 4/24/2009  
 Application Number: W2a - Retention Billing  
 Period From: 4/1/2009 Period To: 4/30/2009

### CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$867,730.00
OPUS APPROVED CHANGE ORDER thru # 6		\$65,528.00
CONTRACT AMOUNT TO DATE TOTAL		\$933,258.00

### APPLICATION INFORMATION

A Total Completed & Stored to Date \$933,258.00  
 B Less Retainage 10 % \$0.00  
 C Total Earned less Retainage (A - B) \$933,258.00  
 D Less Previous Billings (previous req's line C) \$492,474.00  
 E Current Payment Due (C - D) \$440,784.00  
 F Balance to Finish, Plus Retainage (H - A + B)  
 G Current Gross Amount Completed This Period \$0.00  
 SUBCONTRACTOR: Construction 70, Inc. Supplier #: 1006852  
 BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

### APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					1 + G	A / H		G - K
10510.00-B20-01451.00-S	Earthwork-Survey - Subcontract	\$26,500.00	26,500.00	-	26,500.00	100.000%	-	-
10510.00-B20-02240.00-S		\$ 1,560.00	1560	-	1,560.00	100.000%	-	-
10510.00-B20-02300.00-S	Earthwork - Subcontract	\$146,268.00	146,268.00	-	146,268.00	100.000%	-	-
10510.00-B20-02510.00-S	Bituminous Paving - Subcontract	\$260,308.00	260,308.00	-	260,308.00	100.000%	-	-
10510.00-B20-02580.00-S	Pavement Markings - Subcontract	\$4,400.00	4,400.00	-	4,400.00	100.000%	-	-
10510.00-B20-02410.00-S	Curb & Gutter-CIP - Subcontract	\$85,290.00	85,290.00	-	85,290.00	100.000%	-	-
10510.00-B40-00100.00-S	Curb Sidewalks	\$ 8,932.00	8932	-	8,932.00	100.000%	-	-
	Total	\$933,258.00	933,258.00	-	933,258.00	100.000%	-	-
		H	I	G	A	J	K	E

Entered By: \_\_\_\_\_  
 Accounting

Date

Approved By: \_\_\_\_\_

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID

Vendor Inv. #

Date

G/L Exp



On receipt by the undersigned of a check from OPUS WEST CONSTRUCTION CORP  
(Maker of check) in the sum of \$ 40,784.00 (Amount of Check) payable to  
CONSTRUCTION Co, INC (Payee or Payees of Check) and when the  
check has been properly endorsed and has been paid by the bank on which it is drawn,  
this document becomes effective to release any mechanic's lien, any state or federal  
statutory bond right, any private bond right, any claim for payment and any rights under  
any similar ordinance, rule or statute related to claim or payment rights for persons in the  
undersigned's position that the undersigned has on the job of  
OPUS WEST CONSTRUCTION CORP (Owner) located at  
Pima Center I - Bldg E (Job Description) to the following extent. This  
release covers a progress payment for all labor, services, equipment or materials  
furnished to the jobsite or to Pima Center I - Bldg E / OPUS WEST  
(Person with whom undersigned contracted) through 4.30.09 (Date) only and  
does not cover any retention, pending modifications and changes or items furnished after  
that date. Before any recipient of this document relies on it, that person should verify  
evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Dated: 4.22.2009 Construction To, Inc  
(Company Name)  
By: Juan L. Lopez  
(Signature)  
Gen. Admin. AR Mex  
(Title)

Conditional Waiver and Release on Progress Payment

(Pursuant to A.R.S. 33-1008)

Project:

Pima Center I Building E

Job No:

1596

On receipt by the undersigned, a Check from OPUS West Construction Corporation in the sum \$40,784.00 payable to Construction 70, Inc. and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under similar ordinance, rule, or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

OPUS West Construction located at Pima Center I Building E to the following extent. This release covers a progress payment for all labor, services, equipment, or materials furnished to the jobsite Pima Center I Building E through 04/22/09 only, and does not cover any retention pending, modifications and changes, or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver.

Date: 04/22/09

Construction 70, Inc.

  
Contract Administrator

DATE	DOC	DESCRIPTION	CONTRACT	-ID	WKR	BDNE	-ID	CONTRACT	DATE	WKR	BDNE	-ID	RET	PROG	171000%	NET	PROG	171000%	DATE PAID	BALANCE	JA / RE / L
11/2/07	21218	EST. #1 - PROG BILLING - GRADING	16,668.00																	25,249.50	25,249.50
02/05/08	C#P 177603	CHANGE ORDER DATED: 09/23/08																		25,249.50	25,249.50
12/12/07	C#P 005	CHANGE ORDER DATED: 09/23/08																		25,249.50	25,249.50
02/05/08	C#P 177603	CHANGE ORDER DATED: 09/23/08																		25,249.50	25,249.50
03/12/08	C#P 003/09	CHANGE ORDER DATED: 09/23/08																		25,249.50	25,249.50
02/29/08	21589	WOM L00.63 - TRACK OUT ROCK																		25,249.50	25,249.50
03/26/08	24698	<CRP REV INV 25,500 PER L.F. BUDGET																		25,249.50	25,249.50
06/01/08	26711	EST. #5A - RET BILLING - GRADING																		25,249.50	25,249.50
05/20/08	C#P 02559	EST. #6 - PROG BILLING - GRADING																		25,249.50	25,249.50
12/12/08	25535	EST. #6 - PROG BILLING - GRADING																		25,249.50	25,249.50
02/23/09	C#P 016P03	EST. #7 - PROG BILLING - GRADING																		25,249.50	25,249.50
05/08/09	C#P 216	EST. #8 - PROG BILLING - G. C. P																		25,249.50	25,249.50
02/13/09	25640	EST. #9 - PROG BILLING - G. C. P																		25,249.50	25,249.50
03/12/09	25693	EST. #9 - PROG BILLING - G. C. P																		25,249.50	25,249.50
04/22/09	25761	EST. #10 - PROG BILLING - G. C. P																		25,249.50	25,249.50
04/22/09	25762	EST. #11 - RET BILLING																		25,249.50	25,249.50

CONTRACT AMOUNT  
TAXES IF APPLICABLE

FIGURE 1: IN HOLDING

100% TOTAL GRADING BILLINGS TO DATE

100% TOTAL PAYING BILLINGS TO DATE

## References

ORDERING BACKLOG

PAVING BRICKS

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