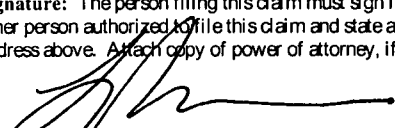


UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: Opus West Const. Corp & Opus West Corp.		Case Number: 90-34356-hdh-11(JA)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): O'Day Consultants, Inc.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Lynn M. Beekman, Esq. 701 B Street, Suite 1400, San Diego, CA 92101 Telephone number: (619) 239-1233		
Name and address where payment should be sent (if different from above): Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>24,219.58</u> (not incl. late charges, etc.) If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____
2. Basis for Claim: <u>Engineering Services</u> (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: <u>1130</u> 3a. Debtor may have scheduled account as: <u>Opus Pt. Project</u> (See instruction #3a on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <u>Lots 5-11, 16-18, 20 & 24 Carlsbad Tract No. 98-10, Doc No. 2009-0367804</u> Value of Property: \$ <u>Unknown</u> Annual Interest Rate <u> </u> % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u> </u> Basis for perfection: <u>mechanics lien</u> Amount of Secured Claim: \$ <u>24,001.94 (+)</u> Amount Unsecured: \$ <u>217.64 (+)</u> (not incl. late charges, etc.)		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: <u>11/06/2009</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <u>Lynn M. Beekman, Esq.</u>		FOR COURT USE ONLY

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



ATTACHMENT



 CONSULTANTS

Civil Engineering • Surveying

Opus West Construction Corporation

Project: 051130-13

Invoice Number: 26779

July 31, 2008

Page 3

Invoice

Invoice Number: 26779

July 31, 2008

Mr. Mike Helton
Opus West Construction Corporation
2020 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-13

Opus Point IV - Lots 7-11 - Construction Surveying

Scope #: 00102

A. Re-staking and additional staking as requested.

B. Certifications

Professional Services for the Period: July 1, 2008 to July 31, 2008

Total Invoice Amount:	\$4,025.25
------------------------------	-------------------

Office support and field survey to re-stake the following: sewer lateral on Lot 9, storm drain on Lot 9, 10, and 11, additional stakes for inlet Lot 11, restake storm drain and inlets, slope on west side of Lot 7, additional stakes for Lot 7 grid line, restake grid line E; Showed up to stake joint trench but has to come back after storm drain backfilled; utility backfill not complete and had to back back to stake.

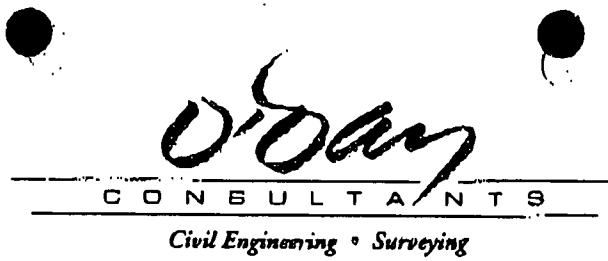
Professional Services

	<u>Rate</u>	<u>Hours</u>	<u>Charge</u>
Office Engineering			
Project Manager	159.00	0.25	39.75
Project Engineer	128.00	6.00	768.00
		<u>6.25</u>	<u>807.75</u>
Field Engineering			
Two Man Crew	195.00	16.50	3,217.50
		<u>16.50</u>	<u>3,217.50</u>

Total Professional Services: \$4,025.25**Total Invoice Amount: \$4,025.25**

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$4,025.25	\$0.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	20,055.25	0.00	0.00	0.00	0.00

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.



Opus West Construction Corporation

Invoice Number: 26779

Project: 051130-13


July 31, 2008

Page 4

Project Manager: Tim Carroll

O'Day Consultants Inc.
2710 Lokar Avenue West, Suite 100

E-mail: oday@odayconsultants.com
Website: www.odayconsultants.com



 CONSULTANTS

Civil Engineering • Surveying

Invoice

Invoice Number: 26780

July 31, 2008

Mr. Mike Helton
Opus West Construction Corporation
2020 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-14 Lot 9 Revisions

Scope #: 00101 Lot 9 Revisions

Professional Services for the Period: July 1, 2008 to July 31, 2008

Total Invoice Amount:	\$102.25
------------------------------	-----------------

Create and send PDF of Lot 9 changes to landscape architect.

Professional Services

	<u>Rate</u>	<u>Hours</u>	<u>Charge</u>
Office Engineering			
Project Manager	159.00	0.25	39.75
Design Engineer	125.00	0.50	62.50
		<u>0.75</u>	<u>102.25</u>

Total Professional Services: \$102.25**Total Invoice Amount: \$102.25**

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$102.25	\$0.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	102.25	0.00	0.00	0.00	0.00

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

O'Day Consultants Inc.
2710 Laker Avenue West, Suite 100

e-mail: oday@odayconsultants.com
Website: www.odayconsultants.com
Tel: 949.441.7700 F: 949.441.0000

CONSULTANTS

Invoice

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

Project #: 051130-13 Opus Point IV - Lots 7-11 - Construction Surveying

Scope #: 00103

A. Meetings

B. Construction Consultation

C. As-builts

Professional Services for the Period: October 1, 2008 to October 31, 2008**Total Invoice Amount: \$159.00**

~~Retrieve from file and send copies of pad certification letters; phone calls from contractor regarding pavement and sidewalk structural section; review staking contracts, billing invoices, work in progress and send summary to client.~~

Professional Services

Professional Services	Rate	Hours	Charge
Office Engineering			
Project Manager	159.00	1.00	159.00
		<u>1.00</u>	<u>159.00</u>

Total Professional Services: \$159.00

Total Invoice Amount: \$159.00

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$159.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	159.00	777.00	3,207.00	4,025.25	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Date Mailed: 11/13/2008

O'Day Consultants Inc.
 97121, they represent a total of 100
 100% of the company's total revenue.

Further work is being conducted on the
Vibrio parahaemolyticus culture as
for season 1991 for 1992 is pending.



CONSULTANTS

Civil Engineering • Surveying

Invoice Number: 27232

November 30, 2008

Invoice

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

Project #: 051130-02

Opus Point IV - Lots 7-11

Scope #: 00106

Construction coordination with client, contractor and city, including the following:

- A. Site visits as required.
- B. Preparation of supplemental documents to field as required.
- C. Preparation and processing of field changes and construction changes as required.
- D. "As-Builts"

Professional Services for the Period: November 1, 2008 to November 30, 2008

Total Invoice Amount: \$690.50

OPUS LOTS 7-11 - 3 SETS OF SIGNED PLANS FOR LOT 7, LOT 8, LOTS 9-10 & LOTS 10-11, FOR AS-BUILTS.

Professional Services	Rate	Hours	Charge
Office Engineering			
Project Engineer	128.00	1.00	128.00
Design Engineer	125.00	4.50	562.50
		<u>5.50</u>	<u>690.50</u>
Total Professional Services:			\$690.50
Total Invoice Amount:			\$690.50

Aged Receivables	Current	26-60 Days	61-90 Days	91-120 Days	+120 Days
This Scope:	\$690.50	\$0.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	890.30	0.00	0.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 12/16/2008



CONSULTANTS

Civil Engineering • Surveying

Invoice

Invoice Number: 27233

November 30, 2008

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

Project #: 051130-02 Opus Point IV - Lots 7-11
Scope #: R Reimbursable expenses/reproduction costs/data transfers

Professional Services for the Period: November 1, 2008 to November 30, 2008

Total Invoice Amount:	\$199.80
------------------------------	-----------------

Reimbursables**Charge**

Print Charges

199.80

Total Reimbursables:**\$199.80****Total Invoice Amount:****\$199.80****Aged Receivables**

	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$199.80	\$0.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	890.30	0.00	0.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 12/16/2008

O'Day Consultants Inc.

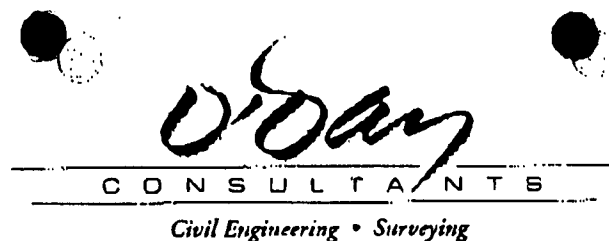
4350 La Jolla Village Drive, Suite 100
San Diego, CA 92122E-mail: info@odayconsultants.comWebsite: www.odayconsultants.com
Tel: (619) 444-1100 Fax: (619) 444-1101

BLACK AND WHITE PLOT SHEET LOG

Date: November 2008

Date	Job Number	Plan Type	Media	Size	Sheets	Copies	Bond Qty "C"	Bond Qty "D"	Bond Qty "E"	Mylar Qty "C"	Mylar Qty "D"	Mylar Qty "E"	Size C Total	Size D Total	Size E Total	Other Total
11/13/2008	051130-02	On-site Improvement	Bond	24x36 (D Size)	45	1	\$ 0.97	\$ 1.80	\$ 2.66	\$ 1.43	\$ 2.64	\$ 3.91	\$ -	\$ 81.00		
11/13/2008	051130-02	Grading Plan-013	Bond	24x36 (D Size)	66	1		66					\$ -	\$ 118.80		
													Total	\$ 199.80		

Handwritten signature



Invoice

Invoice Number: 27300
December 31, 2008

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

Project #: 051130-05

Opus Point III - Lots 23-24

Scope #: 00106

Construction coordination with client, contractor and city, including the following:

- A. Site visits as required.
- B. Preparation of supplemental documents to field as required.
- C. Preparation and processing of field changes and construction changes as required.
- D. "As-BUILTs"

Professional Services for the Period: December 1, 2008 to December 31, 2008

Total Invoice Amount:	\$630.50
------------------------------	-----------------

Made ink on mylar revisions to the plans for asbuilt purposes.

Professional Services	<u>Rate</u>	<u>Hours</u>	<u>Charge</u>
Office Engineering			
Project Manager	159.00	2.00	318.00
Design Engineer	125.00	2.50	312.50
		<u>4.50</u>	<u>630.50</u>
Total Professional Services:			\$630.50


Total Invoice Amount: \$630.50

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$630.50	\$0.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	630.50	0.00	0.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: John Strohminger

Date Mailed: 1/21/2009



 CONSULTANTS

Civil Engineering • Surveying

Invoice
 Invoice Number: 27311
 December 31, 2008

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

 Project #: 051130-04 Opus Point I - Lots 5, 6, 18 - 22
 Scope #: R Reimbursable expenses/reproduction costs/data transfers
 Professional Services for the Period: December 1, 2008 to December 31, 2008

Total Invoice Amount:	\$65.04
------------------------------	----------------

Reimbursables	Charge
Print Charges	65.04
Total Reimbursables:	\$65.04
Total Invoice Amount:	\$65.04

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$65.04	\$0.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	65.04	0.00	0.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: John Strohming

Date Mailed: 1/22/2009

 O'Day Consultants Inc.
 2010 La Jolla Village Drive, Suite 100
 San Diego, CA 92122

 Email: oday@odayconsultants.com
 Website: www.odayconsultants.com
 Tel: 619-594-7000 Fax: 619-594-8000

NCB**NORTH COUNTY BLUEPRINT CO., INC.**

2205 K Faraday Ave., Carlsbad, CA 92008
 Phone (760) 931-0504 Fax (760) 931-1867
 E-mail: ncb@ncbrepco.com www.ncbrepco.com

R INVOICE

Customer#	DATE	INVOICE #
2171	12/15/2008	194098

BILL TO

O'Day Consultants, Inc.
2710 Loker Avenue West Suite 100
Carlsbad, CA 92010-6609
760-931-7700

SHIP TO

ORIGS & 2 SET CITY OF CSBD
ENGT DEPT
1 SET VELLUM O'DAY
JOHN

SHIP VIA	Date of Order	JOB NO.	RECEIVED	
OD	12/15/2008	051130-04	<i>Plata's</i>	
No. of Origs.	No. of Sets	DESCRIPTION	Amount	
3	2	(S1D) Xerox Bond-24x36 DWGS 435-6 CITY	9.72T	
3	1	(S2D) Xerox Erasable Vellum-24x36 DWGS 435-6	31.50T	
		O'DAY		
		Staple	2.00T	
		City Pickup Carlsbad	16.00T	
		(Temp) Fuel Surcharge	1.14T	
<div>THANK YOU</div> <div>THIS IS YOUR INVOICE. PLEASE FORWARD TO ACCOUNTING DEPT.</div>			Subtotal	\$60.36
			Sales Tax (7.75%)	\$4.68
			Total	\$65.04
TERMS: NET 30 DAYS: Any balance over 30 EOM is subject to a delinquency charge of 1 1/2% per month. If an account is not paid when due, orders may be shipped on a C.O.D. basis.				



Invoice

Invoice Number: 27399
January 31, 2009

Jason Knudson
Opus West Construction Corporation
2020 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-02 Opus Point IV - Lots 7-11

Scope #: 00106 Construction coordination with client, contractor and city, including the following:
A. Site visits as required.
B. Preparation of supplemental documents to field as required.
C. Preparation and processing of field changes and construction changes as required.
D. "As-Built"

Professional Services for the Period: January 1, 2009 to January 31, 2009

Total Invoice Amount: \$2,766.50

Site visit to check "as-built" conditions for the grading and improvement plans for Lots 7 - 11; prepare 3 sets redlined "as-builts" on city approved plan sets.

Professional Services

	<u>Rate</u>	<u>Hours</u>	<u>Charge</u>
Office Engineering			
Project Manager	159.00	1.50	238.50
Project Engineer	128.00	19.75	2,528.00
		<u>21.25</u>	<u>2,766.50</u>

Total Professional Services: \$2,766.50

Total Invoice Amount: \$2,766.50

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$2,766.50	\$0.00	\$690.50	\$0.00	\$0.00
Total Project (all scopes):	2,766.50	0.00	890.30	0.00	0.00


All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 3/11/2009

O'Day Consultants Inc.
2700 Lake Avenue West, Suite 100
Boulder, CO 80501-2800

Equal Opportunity Employer
Minority and Women Owned Business Enterprise
Certified by the State of Colorado



 CONSULTANTS

Civil Engineering • Surveying

Invoice

Invoice Number: 27430

January 31, 2009

Jason Knudson
Opus West Construction Corporation
2020 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-02 Opus Point IV - Lots 7-11
Scope #: R Reimbursable expenses/reproduction costs/data transfers

Professional Services for the Period: January 1, 2009 to January 31, 2009

Total Invoice Amount:	\$232.74
------------------------------	-----------------

Reimbursables

Delivery Charges
Print Charges

Charge

7.00
225.74

Total Reimbursables: \$232.74**Total Invoice Amount: \$232.74****Aged Receivables**

	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$232.74	\$0.00	\$199.80	\$0.00	\$0.00
Total Project (all scopes):	2,999.24	0.00	890.30	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 3/12/2009

051130-02

P 36.00+
189.74+
225.74**

D 7.00+
7.00**

7.00+
225.74+
232.74**

total

IN-HOUSE DELIVERY SLIP

Job Number:		Date:	Time Needed:	Requested By:
051130		1-23-09	<input checked="" type="checkbox"/> Today <u>am 7 pm</u> <input type="checkbox"/> Tomorrow am / pm	Andy
Contact Name:		Pick Up <input type="checkbox"/> Deliver <input checked="" type="checkbox"/>		Time charged to job <input type="checkbox"/> OR Charge for delivery <input checked="" type="checkbox"/>
Company:		Item/Remark:		
City of Carlsbad		2 redlined "as-built" drawings for Opus Point Lots 7-11		
Street Address:				
City:				
R Farmer		(57)		



NORTH COUNTY BLUEPRINT CO., INC.
2205 K Faraday Ave., Carlsbad, CA 92008
Phone (760) 931-0504 Fax (760) 931-1867
E mail: ncb@ncbrepco.com www.ncbrepco.com

R INVOICE

Customer#	DATE	INVOICE #
2171	1/22/2009	194444

BILL TO

O'Day Consultants, Inc.
2710 Loker Avenue West Suite 100
Carlsbad, CA 92010-6609
760-931-7700

SHIP TO

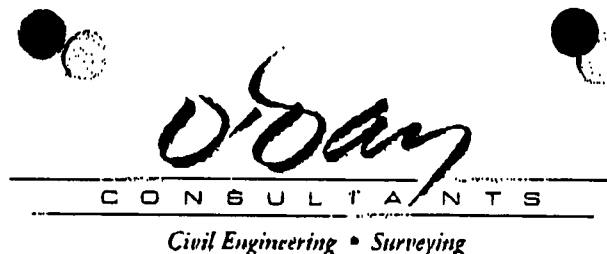
O'Day Consultants, Inc.
2710 Loker Avenue West Suite 100
Carlsbad, CA 92010-6609
760-931-7700
ANDY

SHIP VIA	Date of Order	JOB NO.	RECEIVED	
OD	1/22/2009	051130-02	DeLacruz	
No. of Origs.	No. of Sets	DESCRIPTION	Amount	
5	2	Bond Red Lines 24X36 LOT 7 GRADING	21.00T	
3	2	Bond Red Lines 24X36 LOT 7 IMP	12.60T	
5	2	Bond Red Lines 24X36 LOT 8 GRADING	21.00T	
3	2	Bond Red Lines 24X36 LOT 8 IMP	12.60T	
6	2	Bond Red Lines 24X36 LOT 9/10 GRADING	25.20T	
5	2	Bond Red Lines 24X36 LOT 9/10 IMP	21.00T	
6	2	Bond Red Lines 24X36 LOT 10/11 GRADING	25.20T	
5	2	Bond Red Lines 24X36 LOT 10/11 IMP	21.00T	
		Staple	16.00T	
		(Temp) Fuel Surcharge	0.49T	
<div>THANK YOU</div> <div>THIS IS YOUR INVOICE. PLEASE FORWARD TO ACCOUNTING DEPT.</div>			Subtotal	\$176.09
			Sales Tax (7.75%)	\$13.65
			Total	\$189.74
TERMS: NET 30 DAYS: Any balance over 30 EOM is subject to a delinquency charge of 1 1/2% per month. If an account is not paid when due, orders may be shipped on a C.O.D. basis.				

Date: January 2009

Date: January 2009

	Bond	Bond	Bond	Mylar	Mylar	Mylar	Size C	Size D	Size E	Other
	Qty "C"	Qty "D"	Qty "E"	Qty "C"	Qty "D"	Qty "E"	Total	Total	Total	Total
1	\$ 0.97	\$ 1.80	\$ 2.88	\$ 1.43	\$ 2.64	\$ 3.91				
20							\$	\$ 28.00		
Sheets Covered							Total	Total	Total	Total



Invoice

Invoice Number: 27417
January 31, 2009

Jason Knudson
Opus West Construction Corporation
2020 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-05 Opus Point III - Lots 23-24

Scope #: 00106

Construction coordination with client, contractor and city, including the following:

- A. Site visits as required.
- B. Preparation of supplemental documents to field as required.
- C. Preparation and processing of field changes and construction changes as required.
- D. "As-Builts"

Professional Services for the Period: January 1, 2009 to January 31, 2009

Total Invoice Amount:	\$854.50
------------------------------	-----------------

Please see attached Description of Work.

Professional Services

	<u>Rate</u>	<u>Hours</u>	<u>Charge</u>
Office Engineering			
Project Manager	159.00	2.00	318.00
Project Engineer	128.00	1.75	224.00
Design Engineer	125.00	2.50	312.50
		<u>6.25</u>	<u>854.50</u>

Total Professional Services: \$854.50

Total Invoice Amount: \$854.50

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$854.50	\$630.50	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	854.50	630.50	0.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: John Strohming

Date Mailed: 3/11/2009

Description of Work

Opus Point – Lots 23 & 24

JN 05-1130-05 – January 2009 – Scope 106

- 1/6 Ink on mylar changes to the as-builts, made prints and pdf's, delivered mylars to the City
- 1/13 Reviewed site photos

O:\ProjectManagers\PS\051130\051130-05\January 2009 Scope 106.doc



CONSULTANTS

Civil Engineering • Surveying

Invoice

Invoice Number: 27486

February 28, 2009

Andrew Ranallo
Opus West Construction Corporation
2020 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-02

Opus Point IV - Lots 7-11

Scope #: 00106

Construction coordination with client, contractor and city, including the following:

- A. Site visits as required.
- B. Preparation of supplemental documents to field as required.
- C. Preparation and processing of field changes and construction changes as required.
- D. "As-Builts"

Professional Services for the Period: February 1, 2009 to February 28, 2009

Total Invoice Amount:	\$3,409.50
------------------------------	-------------------

Coordinate "As-built" with city inspection and engineering; pick up original mylars of grading and improvement plans for Lots 7 - 11; hand draft ink onto original mylars of "as-builts" on city approved plan sets.

Professional Services

	<u>Rate</u>	<u>Hours</u>	<u>Charge</u>
Office Engineering			
Project Manager	159.00	0.75	119.25
Project Engineer	128.00	3.00	384.00
Design Engineer	125.00	23.25	2,906.25
		27.00	3,409.50

Total Professional Services:	\$3,409.50
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Total Invoice Amount:	\$3,409.50
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<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$3,409.50	\$2,766.50	\$690.50	\$0.00	\$0.00
Total Project (all scopes):	3,434.82	2,999.24	890.30	0.00	0.00

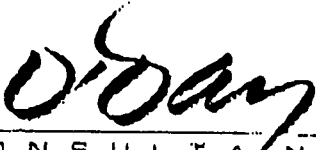
All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 3/30/2009

O'Day Consultants Inc.
2710 Lakeridge Avenue West, Suite 100
Oakland, California 94610-1290

E-mail: oday@odayconsultants.com
Website: www.odayconsultants.com
Tel: 750.031.7100 Fax: 750.931.8680



 CONSULTANTS

Civil Engineering • Surveying

Invoice

Invoice Number: 27487

February 28, 2009

Andrew Ranallo
Opus West Construction Corporation
2020 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-02 Opus Point IV - Lots 7-11

Scope #: R Reimbursable expenses/reproduction costs/data transfers

Professional Services for the Period: February 1, 2009 to February 28, 2009

Total Invoice Amount:	\$25.32
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Reimbursables**Charge**

Delivery Charges

21.00

Print Charges

4.32

Total Reimbursables:**\$25.32****Total Invoice Amount:****\$25.32**

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$25.32	\$232.74	\$199.80	\$0.00	\$0.00
Total Project (all scopes):	3,434.82	2,999.24	890.30	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 3/30/2009

O'Day Consultants Inc.
2020 Main Street, Suite 800
Irvine, CA 92614

E-mail: info@odayconsultants.com
Website: www.odayconsultants.com
Tel: 949.931.7700 Fax: 949.931.0800

051130-02

7.00+
7.00+
7.00+
21.00**



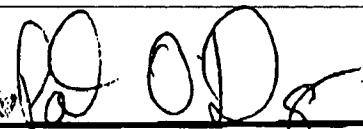
D




P

4.32+
4.32**

4.32+
21.00+
25.32**

Total

 IN-HOUSE DELIVERY SLIP 			
Job Number: 051130-01	Date: 2/4/09	Time Needed: <input checked="" type="checkbox"/> Today am / pm <input type="checkbox"/> Tomorrow am / pm	Requested By: Tim C.
Contact Name: Kim	Pick Up <input checked="" type="checkbox"/> Deliver <input type="checkbox"/>	Time charged to job <input type="checkbox"/> OR Charge for delivery <input checked="" type="checkbox"/>	
Company: cot Carlsbad	Item/Remark: Opus Point Lot 7 448-1, 1a		
Street Address:			
City: Carlsbad			
Received By: 		Date: 2-3-09	(57)

 IN-HOUSE DELIVERY SLIP 			
Job Number: 051130-02	Date: 2/11/09 Wed.	Time Needed: <input checked="" type="checkbox"/> Today am / pm <input type="checkbox"/> Tomorrow am / pm	Requested By: Tim
Contact Name: cot Kim	Pick Up <input checked="" type="checkbox"/> Deliver <input type="checkbox"/>	Time charged to job <input type="checkbox"/> OR Charge for delivery <input checked="" type="checkbox"/>	
Company: cot Carlsbad	Item/Remark: Avg. 447-9, 9a Opus Point Lot 8		
Street Address:			
City:			
Received By: 		Date: 2-10-09	(57)

IN-HOUSE DELIVERY SLIP			
<u>Job Number:</u> 051130-02	<u>Date:</u> 2/11/09 Wed	<u>Time Needed:</u> <input checked="" type="checkbox"/> Today am/pm <input type="checkbox"/> Tomorrow am/pm	<u>Requested By:</u> Tim
<u>Contact Name:</u> Kim	<u>Pick Up</u> <input checked="" type="checkbox"/> <u>Deliver</u> <input type="checkbox"/>	<u>Time charged to job</u> <input type="checkbox"/> <u>OR</u> <u>Charge for delivery</u> <input checked="" type="checkbox"/>	
<u>Company:</u> ud Carlsbad	<u>Item/Remark:</u> Dwg 449-2, 24 Opus Point Mylar Release 10011		
<u>Street Address:</u>			
<u>City:</u>			
<u>Received By:</u> Pat	<u>Date:</u> 2-10-09	(57)	

COLOR PLOT SHEET - LOG

DATE: February 2009

Date 2/25/2009 Job 051130-02 Plan As-Built/Pad Certs-01 Media Bond Size 24x36 (T Size) Sheets 2 Copies 1

Bond	Bond	Bond	Mylar	Mylar	Mylar	Size C	Size D	Size E	Other
Qty "C"	Qty "D"	Qty "E"	Qty "C"	Qty "D"	Qty "E"	Total	Total	Total	Total
\$ 1.28	\$ 2.16	\$ 3.19	\$ 1.89	\$ 3.48	\$ 5.16	\$ 4.32			
						Total	Total	Total	Total
						\$ 4.32			\$ 4.32



Invoice

Invoice Number: 27513
February 28, 2009

Andrew Ranallo
Opus West Construction Corporation
2020 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-04 Opus Point I - Lots 5, 6, 18 - 22
Scope #: R Reimbursable expenses/reproduction costs/data transfers

Professional Services for the Period: February 1, 2009 to February 28, 2009

Total Invoice Amount:	\$64.66
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Reimbursables

Print Charges

Charge

64.66

Total Reimbursables: \$64.66

Total Invoice Amount: \$64.66

Aged Receivables

	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$64.66	\$65.04	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	64.66	65.04	0.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: John Strohminger

Date Mailed: 3/31/2009

O'Day Consultants Inc.
2710 Lake Avenue West, Suite 100
Cost Mesa, California 92019-0301

E-mail: eddy@odayconsultants.com
Website: www.odayconsultants.com
Tel: 760.931.7700 Fax: 760.931.3030

NCB

NORTH COUNTY BLUEPRINT CO., INC.
 2205 K Faraday Ave., Carlsbad, CA 92008
 Phone (760) 931-0504 Fax (760) 931-1867
 E mail: ncb@ncbpro.com www.ncbpro.com

R INVOICE

Customer#	DATE	INVOICE #
2171	2/17/2009	194717

BILL TO

O'Day Consultants, Inc.
2710 Loker Avenue West Suite 100
Carlsbad, CA 92010-6609
760-931-7700

SHIP TO

ORIGS & 2 SET CITY OF CSBD
ENG DEPT
1 SET VELLUM O'DAY
JOHN

SHIP VIA	Date of Order	JOB NO.	RECEIVED
OD	2/17/2009	05-1130-04	<i>Clara Nicholson</i>
No. of Origs.	No. of Sets	DESCRIPTION	Amount
3	2	(S1D) Xerox Bond-24x36 DWGS 435-5	9.72T
3	1	(S2D) Xerox Erasable Vellum-24x36 DWGS 435-5	31.50T
		O'DAY	
		Staple	2.00T
		City Pickup Carlsbad	16.00T
		(Temp) Fuel Surcharge	0.79T
<p>THANK YOU THIS IS YOUR INVOICE. PLEASE FORWARD TO ACCOUNTING DEPT.</p>			
Subtotal			\$60.01
Sales Tax (7.75%)			\$4.65
TERMS: NET 30 DAYS: Any balance over 30 EOM is subject to a delinquency charge of 1 1/2% per month. If an account is not paid when due, orders may be shipped on a C.O.D. basis.			Total \$64.66

O'Day

CONSULTANTS

Civil Engineering • Surveying

Invoice

Invoice Number: 27596

March 31, 2009

Andrew Ranallo
Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-02 Opus Point IV - Lots 7-11

Scope #: 00106 Construction coordination with client, contractor and city, including the following:
A. Site visits as required.
B. Preparation of supplemental documents to field as required.
C. Preparation and processing of field changes and construction changes as required.
D. "As-Builts"

Professional Services for the Period: March 1, 2009 to March 31, 2009

Total Invoice Amount: \$1,093.75

Coordinate "As-built" with city inspection and engineering; hand draft ink onto original mylars of "as-builts" on city approved plan sets; prepare storm water BMP letter for each lot; sign original mylars and submit to city; research files for recorded storm drain easement dedication and vacation and coordinate with client; meet city inspector to review "as-built" mylar, storm drain easement dedication and vacation.

Professional Services	Rate	Hours	Charge
Office Engineering			
Project Manager	159.00	2.25	357.75
Project Engineer	128.00	5.75	736.00
		8.00	1,093.75

Total Professional Services: \$1,093.75

Total Invoice Amount: \$1,093.75

Aged Receivables	Current	26-60 Days	61-90 Days	91-120 Days	+120 Days
This Scope:	\$1,093.75	\$6,176.00	\$0.00	\$0.00	\$690.50
Total Project (all scopes):	1,093.75	6,434.06	0.00	0.00	890.30

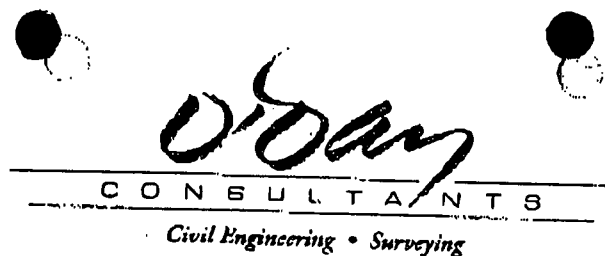
All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 4/16/2009

O'Day Consultants Inc.
2710 West Alhambra Street, Suite 100
Irvine, CA 92614-3000

E-mail: oday@odayconsultants.com
Website: www.odayconsultants.com
Tel: 949.261.7700 Fax: 949.261.8400



Invoice

Invoice Number: 27611
March 31, 2009

Andrew Ranallo
Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-02 Opus Point IV - Lots 7-11
Scope #: R Reimbursable expenses/reproduction costs/data transfers

Professional Services for the Period: March 1, 2009 to March 31, 2009

Total Invoice Amount:	\$46.91
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Reimbursables

Print Charges

Charge
46.91

Total Reimbursables: **\$46.91**

Total Invoice Amount: **\$46.91**

<u>Aged Receivables</u>						
	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>	
This Scope:	\$46.91	\$258.06	\$0.00	\$0.00	\$199.80	
Total Project (all scopes):	1,140.66	6,434.06	0.00	0.00	890.30	

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 4/16/2009

O'Day Consultants Inc.
2710 Laker Avenue West, Suite 100
Redwood, California 94068-0000

E-mail: oday@odayconsultants.com
Website: www.odayconsultants.com
Tel: 760.831.7700 Fax: 760.931.8680

051130-07

P 42.59+
4.32+
46.91*

Total

NCB

NORTH COUNTY BLUEPRINT CO., INC.
 2205 K Faraday Ave., Carlsbad, CA 92008
 Phone (760) 931-0504 Fax (760) 931-1867
 E mail: ncb@ncbrepco.com www.ncbrepco.com

R INVOICE

Customer#	DATE	INVOICE #
2171	3/17/2009	195036

BILL TO

O'Day Consultants, Inc.
2710 Loker Avenue West Suite 100
Carlsbad, CA 92010-6609
760-931-7700

SHIP TO

ORIGS & 2 SET CITY OF CSBD
ENG DEPT
1 SET O'DAY
GEORGE

SHIP VIA	Date of Order	JOB NO. 051130	RECEIVED	
OD	3/17/2009	OPUS POINT LOT 8	Friday 3/19/09	
No. of Origs.	No. of Sets	DESCRIPTION	Amount	
3	2	(S1D) Xerox Bond-24x36 DWGS 447-9 /PIP 06-14 CITY	9.72T	
3	1	(S1D) Xerox Bond-24x36 DWGS 447-9/ PI 06-14 O'DAY	4.86T	
		Staple	3.00T	
		City Pickup Carlsbad	16.00T	
		(Temp) Fuel Surcharge	0.79T	
THANK YOU THIS IS YOUR INVOICE. PLEASE FORWARD TO ACCOUNTING DEPT.			Subtotal	\$34.37
			Sales Tax (7.75%)	\$2.66
			Total	\$37.03
TERMS: NET 30 DAYS: Any balance over 30 EOM is subject to a delinquency charge of 1 1/2% per month. If an account is not paid when due, orders may be shipped on a C.O.D. basis.				

4259

O'Day
CONSULTANTS

Civil Engineering • Surveying

Invoice

Invoice Number: 27597
March 31, 2009

Andrew Ranallo
Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-15 Lots 16 and 17 - Stockpile Construction Change
Scope #: 00101 A. Field survey and office support to field survey the existing parking lot.
Professional Services for the Period: March 1, 2009 to March 31, 2009

Total Invoice Amount: \$1,100.00

Contract Amount: \$1,100.00

Percent Complete: 100.00

Fee Earned: 1,100.00

Prior Fee Billings: \$0.00

Current Fee Total: \$1,100.00

Total Invoice Amount: \$1,100.00

<u>Aged Receivables</u>						
	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>	
This Scope:	\$1,100.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Project (all scopes):	5,036.00	0.00	0.00	0.00	0.00	

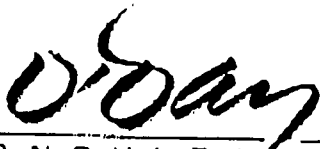
All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 4/16/2009

O'Day Consultants Inc.
2710 Laker Avenue West, Suite 100
Irvine, CA 92614

E-mail: oday@odayconsultants.com
Web site: www.odayconsultants.com
Tel: 949.441.5100 Fax: 949.441.5101



CONSULTANTS

Civil Engineering • Surveying

Invoice

Invoice Number: 27598

March 31, 2009

Andrew Ranallo
Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-15

Lots 16 and 17 - Stockpile Construction Change

Scope #: 00102

- A. Earthwork calculation to determine volume of existing stockpile.
- B. Grading design to raise existing pad grades and adjustments to slopes.
- C. Prepare "redlined" construction change.
- D. Update erosion control plan based on new pad design.

Professional Services for the Period: March 1, 2009 to March 31, 2009

Total Invoice Amount: \$2,496.00

Contract Amount: \$4,800.00

Percent Complete: 52.00

Fee Earned: 2,496.00

Prior Fee Billings: \$0.00

Current Fee Total: \$2,496.00**Total Invoice Amount: \$2,496.00**

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$2,496.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	5,036.00	0.00	0.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 4/16/2009

O'Day Consultants Inc.
27151 Perimeter East, Suite 100
Irvine, CA 92614

E-mail: info@odayconsultants.com
Website: www.odayconsultants.com
Tel: 949.453.8888 Fax: 949.453.8889

NA



Invoice

Invoice Number: 27599

March 31, 2009

Andrew Ranallo
Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-15 Lots 16 and 17 - Stockpile Construction Change
Scope #: 00103 A. Prepare Storm Water Pollution Prevention Plan.
 B. Prepare Notice of Intent.

Professional Services for the Period: March 1, 2009 to March 31, 2009

Total Invoice Amount:	\$1,440.00
------------------------------	-------------------

Contract Amount:	\$1,800.00
Percent Complete:	80.00
Fee Earned:	1,440.00
Prior Fee Billings:	\$0.00

Current Fee Total:	\$1,440.00
---------------------------	-------------------

Total Invoice Amount:	\$1,440.00
------------------------------	-------------------

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	5,036.00	0.00	0.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 4/16/2009

O'Day Consultants Inc.
2710 East Avenida West, Suite 100
Irvine, CA 92614-4000

E-mail: odny@odayconsultants.com
Website: www.odayconsultants.com
Tel: 714 614-7700 Fax: 714 614-7600

AC



O'Day

CONSULTANTS

Civil Engineering • Surveying

Invoice

Invoice Number: 27645

April 30, 2009

Andrew Ranallo
Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-02

Opus Point IV - Lots 7-11

Scope #: 00106

Construction coordination with client, contractor and city, including the following:

- A. Site visits as required.
- B. Preparation of supplemental documents to field as required.
- C. Preparation and processing of field changes and construction changes as required.
- D. "As-Builts"

Professional Services for the Period: April 1, 2009 to April 30, 2009

Total Invoice Amount:	\$198.75
------------------------------	-----------------

Coordinate and research storm drain easement recording with client, city and title officer; receive recorded storm drain easement, plot, make copies and send to city; calls with city inspection regarding recorded access easement, review document and send to city to complete "as-builts".

Professional Services

	<u>Rate</u>	<u>Hours</u>	<u>Charge</u>
Office Engineering			
Project Manager	159.00	1.25	198.75
		<u>1.25</u>	<u>198.75</u>

Total Professional Services: \$198.75**Total Invoice Amount: \$198.75**

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$198.75	\$1,093.75	\$6,176.00	\$0.00	\$690.50
Total Project (all scopes):	219.75	1,140.66	6,434.06	0.00	890.30

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 5/21/2009

CONSULTANTS

Civil Engineering • Surveying

Invoice Number: 27646
April 30, 2009

Invoice

Andrew Ranallo
Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-02 Opus Point IV - Lots 7-11
Scope #: R Reimbursable expenses/reproduction costs/data transfers

Professional Services for the Period: April 1, 2009 to April 30, 2009

Total Invoice Amount: \$21.00

Reimbursables	Charge
Delivery Charges	21.00
Total Reimbursables:	\$21.00
Total Invoice Amount:	\$21.00

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$21.00	\$46.91	\$258.06	\$0.00	\$199.80
Total Project (all scopes):	219.75	1,140.66	6,434.06	0.00	890.30

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 5/21/2009

Opus Consultants Inc.

Opus Consultants Inc.
2050 Main Street, Suite 800
Irvine, CA 92614
Tel: 949.261.1111
Fax: 949.261.1112
www.opusconsultants.com

057130-02

D




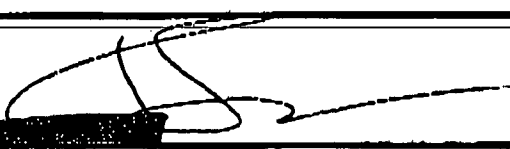
7.00+



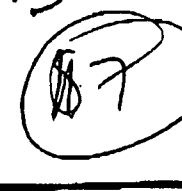

7.00+

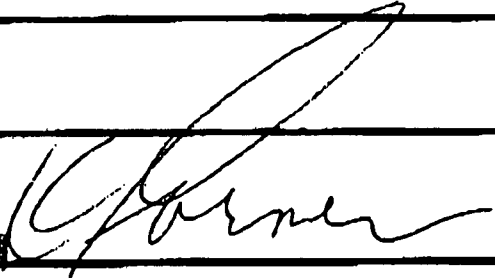
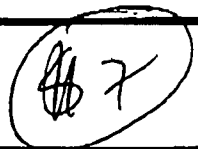
7.00+

21.00**

Total

<div style="display: flex; justify-content: space-between;"> <div>  </div> <div>IN-HOUSE DELIVERY SLIP</div> <div>  </div> </div>			
Job Number:	Date:	Time Needed:	Requested By:
051130-02	3/4/09	<input checked="" type="checkbox"/> Today am / <u>pm</u> <input type="checkbox"/> Tomorrow am / pm	Andy
Contact Name:	Pick Up	Time charged to job <input type="checkbox"/>	
Grant Clavier	<input type="checkbox"/> <input checked="" type="checkbox"/> Deliver	OR Charge for delivery <input checked="" type="checkbox"/>	
Company:	Item/Remark:		
City of Carlsbad	Opus Point Lots 7-11		
Street Address:	As-Builts		
City:	<div style="text-align: right;">  </div>		
			
		3/5/09	

<div style="display: flex; justify-content: space-between;"> <div>  </div> <div>IN-HOUSE DELIVERY SLIP</div> <div>  </div> </div>			
Job Number:	Date:	Time Needed:	Requested By:
05-1130-02	3/11/09 3:18pm	<input type="checkbox"/> Today am / pm <input type="checkbox"/> Tomorrow am / pm	Andy Andy
Contact Name:	Pick Up	Time charged to job <input type="checkbox"/>	
KIM	<input checked="" type="checkbox"/> <input type="checkbox"/> Deliver	OR Charge for delivery <input checked="" type="checkbox"/>	
Company:	Item/Remark:		
City of Carlsbad	Drawing 448-1		
Street Address:	Opus Lot 7 PIPOLIS		
City:	<div style="text-align: right;">  </div>		
Carlsbad			
Received By: 	Date: 3/13/09		

O'Day CONSULTANTS		IN-HOUSE DELIVERY SLIP		O'Day CONSULTANTS	
Job Number:	Date:	Time Needed:		Requested By:	
051130-02	3-17-09	<input checked="" type="checkbox"/> Today <u>am/pm</u> <input type="checkbox"/> Tomorrow am/pm		Andy	
Contact Name:		Pick Up <input type="checkbox"/>		Time charged to job <input type="checkbox"/>	
Inspections		Deliver <input checked="" type="checkbox"/>		OR	
Company:		Charge for delivery <input checked="" type="checkbox"/>			
City of Carlsbad		Item/Remark:			
Street Address:		1- original Mylar w/As-Built corrections			
City:		1- original Transmittal Letter from the City of Carlsbad			
		3/17/09			



Invoice

Invoice Number: 27647
April 30, 2009

Andrew Ranallo
Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-03 Opus Point V - Lots 16 & 17

Scope #: 00106 Construction coordination with client, contractor and city, including the following:
A. Site visits as required.
B. Preparation of supplemental documents to field as required.
C. Preparation and processing of field changes and construction changes as required.
D. "As-Built"

Professional Services for the Period: April 1, 2009 to April 30, 2009

Total Invoice Amount:	\$539.50
------------------------------	-----------------

Phone calls and emails from client, engineering, inspection and planning regarding processing stockpile on lots 16 and 17; review approved grading plan and make rough estimate of raising pad for stockpile; meet client and city to discuss construction change or stockpile permit.

Professional Services	Rate	Hours	Charge
Office Engineering			
Project Manager	159.00	3.00	477.00
Design Engineer	125.00	0.50	62.50
		<u>3.50</u>	<u>539.50</u>
Total Professional Services:			\$539.50

Total Invoice Amount: \$539.50

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$539.50	\$0.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	539.50	0.00	0.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 5/21/2009



CONSULTANTS

Civil Engineering • Surveying

Invoice

Invoice Number: 27648

April 30, 2009

Andrew Ranallo
Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-15 Lots 16 and 17 - Stockpile Construction Change

Scope #: 00102 A. Earthwork calculation to determine volume of existing stockpile.
B. Grading design to raise existing pad grades and adjustments to slopes.
C. Prepare "redlined" construction change.
D. Update erosion control plan based on new pad design.

Professional Services for the Period: April 1, 2009 to April 30, 2009

Total Invoice Amount:	\$2,304.00
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Contract Amount: \$4,800.00

Percent Complete: 100.00

Fee Earned: 4,800.00

Prior Fee Billings: \$2,496.00

Current Fee Total: \$2,304.00

Total Invoice Amount: \$2,304.00

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$2,304.00	\$2,496.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	2,840.47	5,036.00	0.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 5/21/2009



Invoice

Invoice Number: 27649

April 30, 2009

Andrew Ranallo
Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-15 Lots 16 and 17 - Stockpile Construction Change
Scope #: 00103 A. Prepare Storm Water Pollution Prevention Plan.
 B. Prepare Notice of Intent.

Professional Services for the Period: April 1, 2009 to April 30, 2009

Total Invoice Amount:	\$360.00
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Contract Amount: \$1,800.00

Percent Complete: 100.00

Fee Earned: 1,800.00

Prior Fee Billings: \$1,440.00

Current Fee Total: \$360.00

Total Invoice Amount: \$360.00

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$360.00	\$1,440.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	2,840.47	5,036.00	0.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 5/21/2009

O'Day
CONSULTANTS

Civil Engineering • Surveying

InvoiceInvoice Number: 27650
April 30, 2009Andrew Ranallo
Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614Project #: 051130-15 Lots 16 and 17 - Stockpile Construction Change
Scope #: R A. Reimbursables, reproduction costs and data transfers.
Professional Services for the Period: April 1, 2009 to April 30, 2009**Total Invoice Amount: \$176.47**

Reimbursables	Charge
Delivery Charges	7.00
Print Charges	169.47
Total Reimbursables:	\$176.47
Total Invoice Amount:	\$176.47

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$176.47	\$0.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	2,840.47	5,036.00	0.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: Tim Carroll

Date Mailed: 5/21/2009

051130-15

D

7.00+
7.00*+

81.49+

7.20+

~~37.50+~~~~37.50+~~

32.61+

48.17+

169.47*+

169.47+

~~7.00+~~

176.47*

Total *[signature]*

o'ban
CONSULTANTS

IN-HOUSE DELIVERY SLIP

o'ban
CONSULTANTS

Job Number: 05-1130-15 98-1012	Date: 4/30/09	Time Needed: <input checked="" type="checkbox"/> Today am / pm <input type="checkbox"/> Tomorrow am / pm	Requested By: Tim
Contact Name: TERIE	Pick Up Deliver	<input checked="" type="checkbox"/> <input type="checkbox"/>	Time charged to job <input type="checkbox"/> OR Charge for delivery <input type="checkbox"/>
Company: City of Carlsbad	Item/Remark: Carlsbad Railway lots 16 & 17 construction change CT 98-10		
Street Address:			
City: Carlsbad			
Received By: [Signature]	Date: 4-30-09		

\$7

o'ban
CONSULTANTS

IN-HOUSE PHOTOCOPY REQUEST

o'ban
CONSULTANTS

Job Number: 05-1130-15 09-0071A1	Date: 4/8/09	Time Needed: <input checked="" type="checkbox"/> Today am <input checked="" type="checkbox"/> pm <input type="checkbox"/> Tomorrow am / pm	Requested By: Andy		
Special Instructions:	Return original to: <input checked="" type="checkbox"/> File <input type="checkbox"/> Me <input checked="" type="checkbox"/> Other				
No. of Copies for: () In-house use () Client () City () Other (Specify) _____					
Description of Text	Total Sheets	# of Copies	Size	Binder	Cost
SWPPP lots 16 & 17	210	1	8 1/2 x 11	1 1/2"	56.33
originals				1 1/2"	
map pocket	2	2			5.60
Attachment B	2	1	D		3.60
Attachment T	1	1	D		1.80
folding	2	1			2.16
				hardcover	12.00
Size:			Binder:		
8 1/2" x 11"	8 1/2" x 14"	11" x 17"	SC - Soft Cover	HC - Hard Cover 11" 2"	22.00

BLACK AND WHITE PLOT SHEET LOG

Date: April 2008

Date	Job Number	Plan Type	Media	Size	Sheets	Copies	Bond Qty "C"	Bond Qty "D"	Bond Qty "E"	Mylar Qty "C"	Mylar Qty "D"	Mylar Qty "E"	Size C Total	Size D Total	Size E Total	Other Total
4/6/2008	00-0062A4	Exhibits-040	Bond	24x36 (D Size)	4	1	\$ 0.97	\$ 1.80	\$ 2.66	\$ 1.43	\$ 2.64	\$ 3.91	\$ -	\$ 7.20	\$ -	\$ 7.20
	051130-15															

NCB**NORTH COUNTY BLUEPRINT CO., INC.**

2205 K Faraday Ave., Carlsbad, CA 92008

Phone (760) 931-0504 Fax (760) 931-1867

E mail: ncb@ncbrepco.com www.ncbrepco.com

R INVOICE

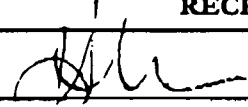
Customer#	DATE	INVOICE #
2171	4/8/2009	195287

BILL TO

O'Day Consultants, Inc.
2710 Loker Avenue West Suite 100
Carlsbad, CA 92010-6609
760-931-7700

SHIP TO

O'Day Consultants, Inc.
2710 Loker Avenue West Suite 100
Carlsbad, CA 92010-6609
760-931-7700
ANDY

SHIP VIA	Date of Order	JOB NO.	RECEIVED
OD	4/8/2009	09-0071A1 05/13/09-15	
No. of Origs.	No. of Sets	DESCRIPTION	Amount
3	4	Bond Red Lines 24X36 GRADING PLANS CSBD RACEWAY Strip Binding (Temp) Fuel Surcharge	25.20T 4.00T 0.79T
<p>THANK YOU THIS IS YOUR INVOICE. PLEASE FORWARD TO ACCOUNTING DEPT.</p>			
Subtotal			\$29.99
Sales Tax (8.75%)			\$2.62
TERMS: NET 30 DAYS: Any balance over 30 EOM is subject to a delinquency charge of 1 1/2% per month. If an account is not paid when due, orders may be shipped on a C.O.D. basis.			Total
			\$32.61

NCB**NORTH COUNTY BLUEPRINT CO., INC.**

2205 K Faraday Ave., Carlsbad, CA 92008
 Phone (760) 931-0504 Fax (760) 931-1867
 E mail: ncb@ncbpro.com www.ncbpro.com

R INVOICE

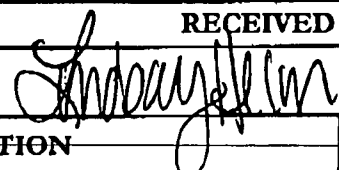
Customer#	DATE	INVOICE #
2171	4/21/2009	195425

BILL TO

O'Day Consultants, Inc.
2710 Loker Avenue West Suite 100
Carlsbad, CA 92010-6609
760-931-7700

SHIP TO

ORIGS & 2 SET CITY OF CSBD
ENG DEPT (KIM)
1 SET O'DAY
TIM

SHIP VIA	Date of Order	JOB NO.	RECEIVED
OD	4/21/2009	051130-02	
No. of Origs.	No. of Sets	DESCRIPTION	Amount
5	1	(S1D) Xerox Bond-24x36 DWGS 449-2 OPUS POINT	8.10T
		LOTS 10-11 AS BUILTS O'DAY	
5	2	(S1D) Xerox Bond-24x36 DWGS 449-2 CITY	16.20T
		Staple	3.00T
		City Pickup Carlsbad	16.00T
		(Temp) Fuel Surcharge	0.99T
THANK YOU THIS IS YOUR INVOICE. PLEASE FORWARD TO ACCOUNTING DEPT.			
Subtotal			\$44.29
Sales Tax (8.75%)			\$3.88
TERMS: NET 30 DAYS: Any balance over 30 EOM is subject to a delinquency charge of 1 1/2% per month. If an account is not paid when due, orders may be shipped on a C.O.D. basis.			Total
			\$48.17

**Invoice**

Invoice Number: 27707

May 31, 2009

Andrew Ranallo
Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-01

Opus Point II - Lot 25

Scope #: 00106

Construction coordination with client, contractor and city, including the following:

- A. Site visits as required.
- B. Preparation of supplemental documents to field as required.
- C. Preparation and processing of field changes and construction changes as required.
- D. "As-Builts"

Professional Services for the Period: May 1, 2009 to May 31, 2009

Total Invoice Amount:	\$159.00
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Professional Services

	<u>Rate</u>	<u>Hours</u>	<u>Charge</u>
Office Engineering			
Project Manager	159.00	1.00	159.00
		1.00	159.00

Total Professional Services:	\$159.00
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Total Invoice Amount:	\$159.00
------------------------------	-----------------

<u>Acc'd Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$159.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	159.00	0.00	0.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added in any unpaid balance 25 days after receipt.

Project Manager: John Strohminger

Date Mailed: 7/6/2009

O'Day Consultants Inc.
27101 Oker Avenue West, Suite 100
Carlsbad, California 92010-6609

E-mail: oday@odayconsultants.com
Website: www.odayconsultants.com
Tel: 760.931.7700 Fax: 760.931.8880



 CONSULTANTS

Civil Engineering • Surveying

InvoiceInvoice Number: 27708
May 31, 2009

Andrew Ranallo
Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-15

Lots 16 and 17 - Stockpile Construction Change

Scope #: 00104

- A. Modify existing mylars by hand to add construction change.
B. Additional engineering and exhibits as requested by client.

Professional Services for the Period: May 1, 2009 to May 31, 2009

Total Invoice Amount:	\$800.00
------------------------------	-----------------

Contract Amount: \$800.00

Percent Complete: 100.00

Fee Earned: 800.00

Prior Fee Billings: \$0.00

Current Fee Total: \$800.00

Total Invoice Amount: \$800.00

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	800.00	2,840.47	5,036.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.


Project Manager: Tim Carroll

Date Mailed: 7/6/2009

O'Day Consultants Inc.
2710 Laker Avenue West, Suite 100
Carlsbad, California 92010-8809

E-mail: oday@odayconsultants.com
Website: www.odayconsultants.com
Tel: 760.931.7700 Fax: 760.931.8680

EA



CONSULTANTS

Civil Engineering • Surveying

Invoice

Invoice Number: 27777

May 31, 2009

Andrew Ranallo
Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-01

Opus Point II - Lot 25

Scope #: R

Reimbursable expenses/reproduction costs/data transfers

Professional Services for the Period: May 1, 2009 to May 31, 2009

Total Invoice Amount:	\$8.64
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Reimbursables

Print Charges

Charge

8.64

Total Reimbursables:**\$8.64****Total Invoice Amount:****\$8.64****Aged Receivables**

	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$8.64	\$0.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	167.64	0.00	0.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: John Strohminger

Date Mailed: 7/8/2009

COLOR PLOT SHEET - LOG

DATE: May 2009

Date	Job Number	Plan Type	Media	Size	Sheets	Copies	Bond Qty "C"	Bond Qty "D"	Bond Qty "E"	Mylar Qty "C"	Mylar Qty "D"	Mylar Qty "E"	Size C Total	Size D Total	Size E Total	Other Total
5/20/2009	051130-01	As-Builts/Pad Certs.-026	Bond	24x36 (D' Size)	1	1	\$ 1.28	\$ 2.16	\$ 3.19	\$ 1.89	\$ 3.48	\$ 6.16		\$ 2.16		
5/20/2009	051130-01	As-Builts/Pad Certs.-026	Bond	24x36 (D' Size)	1	1		1						\$ 2.18		
5/20/2009	051130-01	As-Builts/Pad Certs.-026	Bond	24x36 (D' Size)	1	2		2						\$ 4.32		
													Total \$ 8.64			





Invoice

Invoice Number: 27709

June 30, 2009

Andrew Ranallo
Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

Project #: 051130-01

Opus Point II - Lot 25

Scope #: 00105

City plancheck revisions to precise grading and improvement plans, easement documents and lot line adjustment after initial submittal.

Professional Services for the Period: June 1, 2009 to June 30, 2009

Total Invoice Amount:	\$250.00
------------------------------	-----------------

Professional Services

	<u>Rate</u>	<u>Hours</u>	<u>Charge</u>
Office Engineering			
Design Engineer	125.00	2.00	250.00
		2.00	250.00

Total Professional Services: **\$250.00**

Total Invoice Amount: **\$250.00**

<u>Aged Receivables</u>	<u>Current</u>	<u>26-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>+120 Days</u>
This Scope:	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Project (all scopes):	250.00	159.00	0.00	0.00	0.00

All invoices are due within ten (10) days from the date mailed. A late charge of 1.5% will be added to any unpaid balance 25 days after receipt.

Project Manager: John Strohming

Date Mailed: 7/6/2009

O'Day Consultants Inc.
2710 Loker Avenue West, Suite 100
Carlsbad, California 92010-6809

E-mail: oday@odayconsultants.com
Website: www.odayconsultants.com
Tel: 760.931.7700 Fax: 760.931.8680

MASTER AGREEMENT FOR CONSULTING SERVICES

THIS MASTER AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into effective as of the 12th day of January, 2005, by and between O'Day Consultants, Inc. a California Corporation ("**Consultant**"), and Opus West Construction Corporation, a Minnesota Corporation ("**Opus**").

RECITALS

A. Opus desires to engage Consultant to provide professional consulting services, and Consultant desires to provide such services for Opus.

B. The parties intend that the terms and conditions set forth in this Agreement will govern all services performed by Consultant for Opus during the term hereof, unless otherwise expressly agreed in writing.

AGREEMENT

Consultant and Opus agree as follows:

1. **Scope of Services.** Upon request by Opus from time to time, Consultant will provide to Opus a written proposal ("**Proposal**") for such consulting services as may be requested by Opus (a "**Project**") relating to certain real property to be identified by Opus in the request for Proposal (the "**Project Site**"). Each Proposal will recite (a) a detailed description of the scope of services which comprise the Project to be performed by Consultant, (b) the location of the Project Site, (c) Consultant's designated project manager, (d) the schedule for performance, including the expected start and completion dates, (e) the cost estimate for the Project, or a price quote on a fixed-price or "not-to-exceed" basis if so requested by Opus, (f) Consultant's fee and rate schedule applicable to the services requested ("**Rate Schedule**") and (g) other relevant information about the Project and Project Site. Unless expressly excluded or limited in the Proposal, Consultant will furnish all labor, materials, tools, supplies, equipment, licenses, transportation, supervision, technical, professional, and other services necessary for the performance of a Project. If Opus elects to accept the Proposal, Opus will deliver a written acceptance to Consultant. Consultant is not authorized to begin a Project for Opus unless and until such written acceptance has been received by Consultant. The Proposal and written acceptance are collectively referred to in this Agreement as the "**Project Documents**."

2. **Term.** The term of this Agreement will be for one year from the date of this Agreement. This Agreement will then automatically renew for successive terms of one year each unless either party gives written notice of non-renewal at least 60 days before the end of the then-current term.

3. **Payment.** Consultant will be paid for its services on the basis established in the Project Documents for each Project. Unless otherwise directed by Opus in the Project Documents, Consultant will submit its invoices monthly to the Opus office that accepts the Proposal, and payment will be due to Consultant on the 30th day of the month for invoices received by Opus by the 25th day of the previous month. All invoices shall be based on a schedule of values as agreed upon between Opus and Consultant and shall be invoiced on a percent complete basis similar to the structure of AIA form G-703.

4. **Disclosures and Discovery of Project Site Conditions.** Opus, to the extent of the actual knowledge of the Opus project manager for a particular Project, will upon the written request of Consultant provide to Consultant information in Opus' possession pertaining to a Project Site which Opus reasonably believes is relevant to Consultant's performance of a Project. Prior to commencing a Project, Consultant will review all such information, and will inform Opus in writing if any additional data or information is required by Consultant to perform the Project. Consultant will promptly notify Opus in writing of any unusual conditions discovered by Consultant at or pertaining to a Project Site differing materially from those disclosed to or reasonably anticipated by Consultant. If conditions materially differ, causing an increase in Consultant's costs or time required to perform a Project, the parties will execute a Project Amendment (defined in Section 21 below) modifying the scope of services and equitably adjusting Consultant's compensation and time for performance of the Project. Unless it is within the scope of services, Consultant shall not be responsible to verify information provided by Opus.

5. **Termination or Suspension of Project.** Opus, in its sole discretion, may terminate or suspend a Project, with or without cause, by giving Consultant written notice. Upon receipt of a notice of termination or suspension of a Project, Consultant will immediately stop or suspend its work and the work of all its subcontractors and suppliers. If Opus terminates a Project, (a) Consultant will promptly deliver to Opus all records, reports, investigations, analyses, data, documents or work product, whether complete or in progress, prepared in connection with the terminated Project through the date Consultant receives the notice and (b) Consultant will be paid for authorized work performed for a Project up to the date of termination, based upon time and material costs accruing prior to termination, in accordance with the Rate Schedule.

6. **Delays and Force Majeure.** Time is of the essence of each party's performance of its obligations under this Agreement. However, neither Opus nor Consultant will be liable for delays in or failures to perform services caused by circumstances beyond their individual control, including, but not limited to (i) late, slow or faulty acts or failure to act on the part of any governmental authority or agency; (ii) acts of God; (iii) accident or disruptions caused by weather, flood, earthquake, fire, war, civil disruption, terrorism or explosion; (iv) late, slow or faulty performance by any other contractors, subcontractors, laborers, other consultants or governmental agencies whose performance is precedent to or concurrent with the performance by Consultant; (v) labor difficulties, including but not limited to, shortages, strikes, lockouts or slowdowns. If a Project is delayed due to the foregoing force majeure causes or the

actions or inactions of Opus, including a suspension under Section 5 above, Consultant's Project schedule, as set forth in the Project Documents, will be equitably adjusted. If the delay or suspension of a Project continues for a period exceeding 90 days, Consultant may terminate the Project after the 90th day by delivering written notice of the termination to Opus.

7. **Right of Entry and Project Site Responsibility.** Opus will grant or cause to be granted to Consultant, access to any Project Site owned by Opus or its affiliates. Opus will secure permission necessary to allow Consultant access to a Project Site not owned by Opus. Consultant will be responsible for all of its activities at a Project Site, including the safety of its employees. Consultant agrees to abide by reasonable conditions or restrictions of Opus and a Project Site owner, if such are communicated in writing to Consultant. Consultant will use reasonable efforts to minimize any disturbance of a Project Site and any persons present or activities taking place thereon. Unless otherwise agreed in the Project Documents, Consultant will promptly, upon completion of a Project, restore and repair any damage it causes to a Project Site, and such repair must be conducted in an environmentally sound and responsible manner and in accordance with good commercial practice.

8. **Assignments and Subcontractors.** Consultant will not assign or otherwise transfer any rights, duties or obligations under this Agreement without the prior written consent of Opus. Nevertheless, Consultant may subcontract for those services which Consultant ordinarily or customarily obtains from others or which are reasonable to prevent or minimize danger to persons, property or equipment. Consultant will provide prior written notice to Opus of any such subcontracts, and Consultant will be fully responsible for all acts or omissions of its subcontractors.

9. **Standard of Care.** Consultant will perform each Project with the degree of care and skill exercised by qualified professional consulting firms performing similar services. If the failure to meet this standard results in deficiencies in Consultant's services, Consultant will correct or revise, at its own cost and expense, those services. If the failure to meet this standard results in any liability or damage being incurred by Opus, Consultant will be liable to Opus for all such liability and damages in accordance with this Agreement. Regardless of where the Project is to be performed, Consultant, its affiliates, and representatives will at all times comply with any and all applicable federal, state, and local government laws, ordinances, statutes, standards, rules, regulations, and guidelines, including but not limited to those relating to working hours, working conditions, safety and health, and environment.

10. **Insurance.** In addition to any other insurance which Consultant may choose to carry, Consultant, at its sole expense, will maintain in effect during the term of this Agreement the following insurance coverages ("**Consultant's Insurance**") with insurers licensed to do business in each state where the services are performed and where a Project Site is located:

- (a) Commercial general liability insurance in the amount of \$1,000,000 each occurrence and \$1,000,000 general aggregate (applied on a per project basis) for bodily injury or death and property damage, including loss of use thereof, with products/completed operations coverage for a period of three (3) years after completion of all Projects under this Agreement, written on a 1986 or newer ISO occurrence form.
 - (b) Business automobile liability insurance covering all owned, nonowned and hired vehicles in the amount of \$1,000,000 combined single limit of liability each accident.
 - (c) Umbrella liability insurance in the amount of \$4,000,000 per occurrence and \$4,000,000 combined single limit and aggregate liability limit for claims under the policies described in subsections (a) and (b) above.
 - (d) Statutory workers' compensation insurance in the amount required by law and employer liability insurance in the amount of \$1,000,000 each accident.
-
- (e) Errors and omissions insurance in the amount of \$1,000,000 each claim and in the aggregate with respect to claims made against Consultant for negligent errors or omissions of Consultant in the performance of a Project under this Agreement. The retroactive date of such coverage will be prior to the start of any Project hereunder and the policy will be maintained during and for three (3) years following the completion of all Projects under this Agreement.

Consultant will pay any and all deductibles or retentions under Consultant's Insurance. Any self-insured retention will not exceed \$50,000 of the respective policy aggregate limit. Consultant's Insurance will be primary to, and non-contributing with, any insurance maintained by Opus or any additional insured required to be named under this Agreement. Consultant's Insurance may not be cancelled or allowed to expire without 30 days prior written notice to Opus. Opus and the owner of the Project Site will be named as additional insureds on the insurance coverages referenced in subsections 10(a) with respect to all matters arising out of this Agreement. Within seven days after the date of this Agreement, but prior to commencing the first Project, Consultant will deliver to Opus a certificate or certificates of insurance evidencing Consultant's Insurance is in effect. Consultant will renew or update such certificates at least 30 days prior to expiration or otherwise upon Opus' reasonable request.

11. **Indemnity.** To the fullest extent permitted by law, Consultant will defend (in a manner reasonably acceptable to Opus) and indemnify Opus and Opus' members, partners, shareholders, directors, officers, employees and agents against all claims damages, liabilities, losses and expenses, including court costs, expert fees, attorneys fees and other costs of defense, arising out of Consultant's performance of a Project, but only to the extent caused by the negligence or willful misconduct of Consultant, its

officers, employees, agents, subcontractors or any person or organization for whom Consultant is legally liable.

12. **Ownership of Documents.** Consultant grants and conveys to Opus all right, title and interest, including copyrights, in all documents and materials prepared by Consultant for a Project, including all records, reports, investigations, analyses, data, documents or work product, whether complete or in progress. All such documents and materials will be delivered to Opus upon request.

13. **Right of Inspection and Audit.** Consultant will retain all records, data and other relevant information relating to a Project for a period of three years after the date Consultant completes services for a Project, unless law requires a longer period of time. Consultant will provide Opus access, at reasonable times and upon reasonable notice during the term of this Agreement and for three years after Project completion, to all pertinent Consultant records, data and other relevant information directly related to a Project.

14. **Independent Contractor Status.** Consultant acknowledges that it is an independent contractor and not an employee of Opus, and Opus will not exercise any control or direction over the means and manner of performance of a Project by Consultant. This Agreement does not create, between Opus and Consultant, the relationship of partners, joint venturers, or agent and principal.

15. **Confidentiality.** Consultant will hold confidential all business or technical information obtained from Opus under this Agreement and all work product generated with respect to any Project for a period of three years after obtaining such information or providing such services, and during that period will not disclose such information without Opus' prior written consent except to the extent required for (a) performance of services under this Agreement, (b) compliance with professional standards of conduct for preservation of the public safety, health and welfare, (c) compliance with any court order or other governmental directive or (d) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. Consultant's confidentiality obligations hereunder will not apply to information in the public domain or information lawfully acquired from others on a non-confidential basis. If Consultant is requested or ordered to disclose any business or technical information obtained from Opus or work product generated for a Project, Consultant will give prompt written notice of such request and in the absence of a written waiver or other written decision by Opus, Consultant will diligently seek appropriate confidentiality protection, including a protective order if necessary.

16. **Dispute Resolution.** (a) If Opus and Consultant are unable to reach a settlement of any dispute arising out of a Project under this Agreement involving an amount of less than \$100,000, then such dispute will be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and will (except as modified by this Section 17) proceed in accordance with the Construction Industry Rules of the American Arbitration Association (the "Rules") utilizing the "fast track" procedures

thereunder. The arbitrator shall have the authority to order such discovery, by way of depositions, interrogatories, document production or otherwise, as the arbitrator considers necessary to a full and fair exploration of the issues in dispute, consistent with the expedited nature of the proceeding and the amount in controversy. If the parties cannot agree on an arbitrator, then each party will select a person who qualifies under the Rules to serve as an arbitrator in the dispute (and who has no material financial or business interest in common with either of the parties), and those two persons will mutually select a similarly qualified third person who will serve as the sole arbitrator. The parties' agreement to have the Rules govern the arbitration and the qualifications of the arbitrator does not obligate the parties to use the American Arbitration Association to arbitrate the dispute. With respect to each issue in dispute, each party must submit a written statement to the arbitrator specifying the substantive determination or relief such party is seeking on that issue in the arbitration. The arbitrator will only be empowered to order the determination or relief so specified by one of the parties with respect to each issue in dispute. The arbitrator may so order in favor of one party on some issues and for another party on other issues, but each issue must be decided in accordance with either the position advocated by Opus or the position advocated by Consultant with respect to that issue. And in all respects any decision rendered by the arbitrator on an issue that is not in accordance with the position advocated either by Opus or Consultant on that issue will be beyond the scope of authority granted to the arbitrator, and, consequently, will not be binding on either party as to that issue (but such decision will be binding as to all other issues which are decided in accordance with the position advocated either by Opus or Consultant). Except as stated in the previous sentence, all decisions made by the arbitrator will be conclusively binding upon all parties hereto and judgment may be rendered thereon.

(b) If Opus and Consultant are unable to reach a settlement of any dispute arising out of a Project under this Agreement involving an amount of \$100,000 or more, then Opus and Consultant may, but are not required to, agree that the dispute be submitted to non-binding mediation.

(c) Notwithstanding the foregoing, the provisions of this Section 17 will not apply and the parties will not be required to arbitrate a dispute if (a) either party is bankrupt, insolvent or under any other legal restriction or disability which would preclude such party from being bound by or able to perform the arbitrator's decision; or (b) either party becomes a party to any action or proceeding with a third party that deals with a matter related to or arising out of the performance of services under this Agreement and it is necessary or appropriate to join the other party (to this Agreement) in that action or proceeding. Further, the provisions of this Section 17 do not preclude a party from filing a concurrent judicial action if such filing is necessary to (i) prevent the expiration of any statute of limitation applicable to the matters in dispute or (ii) obtain injunctive relief.

(d) The prevailing party with respect to each issue in any arbitration or litigation arising from or related to this Agreement will be entitled to recovery of all reasonable costs incurred, including fees and costs of the arbitration and the arbitrator, court costs, attorney fees, and other related expenses related to that issue; provided that if the

parties cannot agree on an arbitrator and the arbitrator is appointed by two other qualified persons as provided above, each party will separately pay the cost of the person it selected to appoint such arbitrator.

17. **Notices.** All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other will be in writing. All notices, demands and requests will be sent by United States registered or certified mail, postage prepaid or by an independent overnight courier service, addressed as follows:

If to Consultant:

Pat O'Day
O'Day Consultants, Inc.
2710 Loker Avenue West, #100
Carlsbad, CA 92008

If to Opus:

[Contact person named in the Proposal]
Opus West Construction Corporation
2020 Main Street, Suite 800
Irvine, CA 92614

With a copy to:

Jeff Dickerson
Opus West Construction Corporation
2020 Main Street, Suite 800
Irvine CA 92614

Opus West Corporation
Attn: Legal Department
2555 East Camelback Road, Suite 800
Phoenix AZ 85016

or at such other place as the parties may designate by written notice. Notices, demands and requests which are served upon Consultant by Opus, or upon Opus by Consultant, as provided in this Section, will be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request is mailed or delivered to a courier.

18. **Integration.** This Agreement and the Project Documents (including any Project Amendment) for a Project constitute the final and complete understanding of Consultant and Opus with respect to that Project. This Agreement and the Project Documents for a Project supersede all prior or contemporaneous communications, whether oral or written, concerning that Project. The terms of this Agreement control the relationship between Opus and Consultant, and replace and supersede any terms of the Proposal that do not describe the scope, timing or performance of, or payment for, the Project. Further, this Agreement will take precedence over any conflicting

terms, conditions or provisions contained in any Project Document, in any invoice, or in any other communication between the parties, except for a written amendment to this Agreement which is expressly labeled as such as provided in Section 21. The express terms of any written acceptance by Opus will likewise take precedence over any conflicting terms of a Proposal.

19. **Severability.** The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability of any provision will not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision will be appropriately limited and given effect to the extent that it may be enforceable.

20. **Amendments; No Waiver.** This Agreement may not be amended, changed or modified except by a written amendment executed by the parties hereto and expressly labeled as an amendment to this Agreement. Without limiting the foregoing, this Agreement may not be modified or amended in any manner by any Project Documents. Project Documents may only be changed, amended, modified, supplemented or supplanted by a further written document executed by both Opus and Consultant (a "**Project Amendment**"). No waiver of any provision of this Agreement will be valid unless in writing signed by the party charged.

21. **Survival and Successors.** The obligations and agreements of Opus and Consultant will bind their respective successors and assigns and will survive the expiration or other termination of this Agreement for a period of ten years from the date of termination.

22. **Governing Law.** With respect to a Project, this Agreement will be performed and construed under the laws of the State of California without regard to that State's conflict of law provisions. Venue for any legal action and/or arbitration shall be in San Diego, California.

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This Agreement is executed and delivered by duly authorized representatives of Consultant and Opus.

O'Day Consultants, Inc.

By

Name Patrick N. O'Day

Title President

Opus West Construction Corporation

By

Jeff Dickerson
Jeff Dickerson

Vice President of Construction

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

Debtor:
Opus West Const. Corp & Opus West Corp

Creditor:
O'Day Consultants, Inc.

Attorneys Name and Address:
L. Tracee Lorens
Wayne A. Hughes
Lynn M. Beekman
LORENS & ASSOCIATES
701 B Street, Suite 1400
San Diego, CA 92101

Telephone No.
(619) 239-1233

Facsimile No.:
(619) 239-1178

Attorney(s) for:
Creditor

Case No.:90-34356-hdh-11(JA)

DECLARATION OF SERVICE VIA U.S. MAIL

I, Darci L. Gilbert, declare that: I am over the age of 18 years and not a party to the action; I am employed in, or am a resident of, the County of San Diego, California; where the mailing occurs; and my business address is 701 B Street, Suite 1400, San Diego, California, 92101. I caused to be served by U.S. mail the following document(s):

***PROOF OF CLAIM**

[*] BY PLACING A COPY THEREOF IN A SEPARATE ENVELOPE FOR EACH ADDRESSEE RESPECTIVELY AS FOLLOWS VIA U.S. MAIL:

I further declare that I am readily familiar with the the business practice of collection and processing of correspondence of mailing with the United States Postal Service process pursuant to which practice the correspondence will be deposited with the United States Postal Service this same day in the ordinary course of business.

SEE ATTACHED SERVICE LIST

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT. EXECUTED ON NOVEMBER 6, 2009, AT SAN DIEGO, CALIFORNIA.


DARCI L. GILBERT

SERVICE LIST

ATTORNEYS FOR OPUS WEST CORP., OPUS WEST CONSTRUCTION CORP., AND O.W. COMMERCIAL,
INC:

CLIFTON R. JESSUP, JR.
GREENBURG TRAUER, LLP
2200 ROSS AVE., SUITE 5200
DALLAS, TX 75201

ATTORNEYS FOR OPUS WEST PARTNERS, INC. AND OPUS WEST LP:

PETER FRANKLIN
DOUG SKIERSKI
FRANKLIN SKIERSKI LOVALL HAYWARD, LLP
10501 N. CENTRAL EXPRESSWAY, SUITE 106
DALLAS, TX 75231