


<b>UNITED STATES BANKRUPTCY COURT</b> <b>Northern District of Texas</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>Opus West Construction Corporation</b>		Case Number: <b>09-34360-11</b>
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): <b>Regency Contracting, Inc.</b>		<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:  <b>Regency Contracting, Inc.</b> <b>1930 Watson Way, Vista, CA 92081</b>		
Telephone number: <b>(760) 599-4459</b>		
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.
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>203,826.92</u>		
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
<b>2. Basis for Claim:</b> <u>Drywall Construction</u> (See instruction #2 on reverse side.)		<b>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.</b>  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: \$ _____  *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.
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____  <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a on reverse side.)		
<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"/> Other Describe:  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 of Secured Claim: \$ _____ 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 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:		
Date: <b>10/30/09</b>	<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.	
<b>Ed Blake, President, Regency Contracting, Inc.</b>		<b>FOR COURT USE ONLY</b>  <b>OPUS WEST</b>  00513

Debtor: Opus West Construction Corporation  
Case No.: 09-34360-11  
Creditor: Regency Contracting, Inc.

SUMMARY OF DOCUMENTS IN SUPPORT  
OF PROOF OF CLAIM

Total Amounts Due and Outstanding

Horizon Tech Center Shell	\$67,189.20
Lockheed Martin Tenant Improvement	\$134,882.82
Opus Point IV	<u>\$1,754.90</u>
Total Claim	<b>\$203,826.92</b>

(See contract details below)

Contract: Horizon Tech Center Shell – Installation of metal stud framing and drywall

Original Price: \$287,670.00

Additions:

Change Order 1	3060.00
Change Order 2	22,914.00
Change Order 3	1,008.00
Change Order 4	27,345.00
Change Order 5	6,620.00
Change Order 6	1,080.00
Change Order 7	<u>18,276.00</u>
Total Price for Project	\$381,916.50
Total Payments	(\$314,727.30)
Due and Outstanding	<b>\$67,189.20</b>

Contract: Lockheed Martin Tenant Improvement – Installation of metal stud framing and drywall

Original Price:	\$471,020.00
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Additions:

Change Order 1	No change in price
Change Order 2	6,380.00
Change Order 3	22,674.00
Change Order 4	16,720.00
Change Order 5	56,303.00
Change Order (Unsigned)	1,080.00
Change Order 10-13	2,288.02
Change Order 14	<u>8,484.40</u>

Total Price for Project	\$584,949.42
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Total Payments	(\$450,066.60)
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Due and Outstanding	<b>\$134,882.82</b>
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Contract: Opus Point IV – Installation of metal stud framing and drywall

Original Price:	\$19,600.00
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Deduction:

Change Order 1	(\$2,051.00)
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Total Price for Project	\$17,549.00
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Total Payments	(\$15,794.10)
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Due and Outstanding	<b>\$1,754.90</b>
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# **HORIZON TECH CENTER DOCUMENTS**

F2  
JP  
IC

DOC # 2009-0268693



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

MAY 20, 2009 3:48 PM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
DAVID L. BUTLER, COUNTY RECORDER  
FEES: 14.00

NOTICES: 1

PAGES: 1

Name: **Regency Contracting, Inc.**  
Street  
Address: **1930 Watson Way, Ste. J**  
City, State  
& Zip: **Vista, CA 92081**



Space above this line for Recorder's use

## MECHANIC'S LIEN (Claim of Lien)

The undersigned, **Regency Contracting, Inc.**, referred to this claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the City of: **San Diego**, County of **San Diego**, State of California and described as follows: **Horizon Tech Center**  
**10301 Meanley Drive, San Diego, CA 92131**

After deducting all just credits and offsets, the sum of **\$67,189.20**, together with interest thereon at the rate of **10** per cent per annum from: **April 30 2009**, is due Claimant for the following labor, services, equipment and/or materials furnished by claimant: **Furnish and installed metal stud framing and drywall as per plan.**

The name of the person or company by whom Claimant was employed, or whom Claimant furnished the labor, services, equipment and/or materials is **Opus West Construction Corp.**

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: **Sequoia Realty Limited Partnership**  
**10350 Bren Road West, Minnetonka, MN 55343**

Name of Claimant: **Regency Contracting, Inc.**

By:  Project Manager

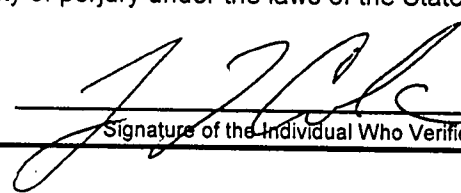
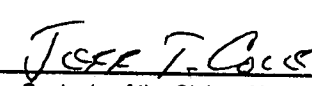
### Verification

I, the undersigned, declare: I am the **Project Manager of Regency Contracting, Inc.** the Claimant named in the foregoing claim of mechanic's lien: I am authorized to make this Verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

5/20/2009

(Signature Date)

   
Signature of the Individual Who Verifies that the Contents of the Claim of Mechanic's Lien are True

License # 659926

# Regency Contracting, Inc.

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

OPUS WEST CONSTRUCTION  
2050 MAIN STREET  
SUITE 800  
IRVINE, CA 92614

DATE: 8/20/2008

INVOICE # ~~1334~~

1335

## INVOICE

JOB: HORIZON TECH CENTER  
SAN DIEGO, CA

BILLING			
DATE	DETAILS	P.O. #	CHARGES
	WRAP BEAMS IN CORE OF EACH BUILDING AS PER RICK AND ANDREW		
	BLDG A		
	LABOR 93 HRS@ \$40/HR		
	MATERIAL 900LF OF STUDS, 18 SHEETS 5/8		\$ 3,720.00
			\$ 945.00
	BLDG B		
	LABOR 98 HRS@ \$40/HR		
	MATERIAL 970LF OF STUDS, 19 SHEETS 5/8		\$ 3,920.00
			\$ 1,004.50
	BLDG C		
	LABOR 87 HRS @ \$40/HR		
	MATERIAL 840LF OF STUDS, 16 SHEETS 5/8		\$ 3,480.00
			\$ 874.00
		Totals:	\$ 13,943.50

Please pay this amount:  
Terms: DUE ON RECEIPT

When sending payment, include the invoice number on the check. Thank you.

# Regency Construction

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

## EXTRA WORK AUTHORIZATION

DATE 5/22/08 NO. \_\_\_\_\_  
 CONTRACTOR OPUS  
 JOB NAME Horizon Tech  
 JOB ADDRESS \_\_\_\_\_  
Bldg. A, B, C

WORK TO BE DONE Wrap horizontal beams  
per Andrew + Rick in meeting and  
with Framing + drywall as needed to  
satisfy inspector.  
4 men 23 hours per Bldg  
Frame, hang + tape Total 278-man hours

3 5/8 20 ga. + TRACK STUDS x 10 - 140 pcs.  
Diverter - - 150 pcs.  
Drywall - - 76 pcs.  
6" 20 ga stud + track - 60 pcs.

Notes per Inspection needed to wrap

LABOR	<u>Total man hours</u>	<u>278 hours</u>
MATERIAL	<u>STUDS, diverter, Drywall, tape + nwd</u>	<u>\$ 2,823.50</u>
EQUIPMENT	_____	_____
SUBS	_____	_____

OWCC Supt. acknowledges that work  
 was completed. OWCC Supt. does not  
 acknowledge unit prices or cost.

ACCEPTED BY

Regency  
 COMPANY NAME

Opus West

PLUS 15% O & P

GRAND TOTAL

STANDARD LABOR \$62.50/HR  
 MATERIAL, EQUIPMENT, SUBS COST +15%  
 ADDITIONAL MOVE-ONS \$400



THE OPUS GROUP  
ARCHITECTS  
CONTRACTORS  
DEVELOPERS

OPUS ARCHITECTS & ENGINEERS, INC.

*A member of The Opus Group*

10350 Bren Road West

Minnetonka, MN 55343

Phone: 952-656-4444

Fax: 952-656-4529

www.opuscorp.com

## FIELD BULLETIN

To: **Opus West Construction Corp**  
**2050 Main Street, Suite 800**  
**Irvine, CA, 92614**

Date: **05/15/08**

Design No. **A567310**

Project Title: **Horizon Tech Center**

Attention: **Andrew Ranallo**

Bulletin No. **AB17**      A - Architectural, S - Structural, M - Mechanical  
E - Electrical, L - Landscape, C - Civil, I - Interior

Sheet: **1**      of **5**      Sheets

ITEM NO	DESCRIPTION
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- |    |  |
|----|--|
| 1. | Metal Framing Revisions/Clarifications for Walls and Ceilings. See Attached Sheets 2-5 for Additional Information. |
|----|--|

Distribution:

Issued By:

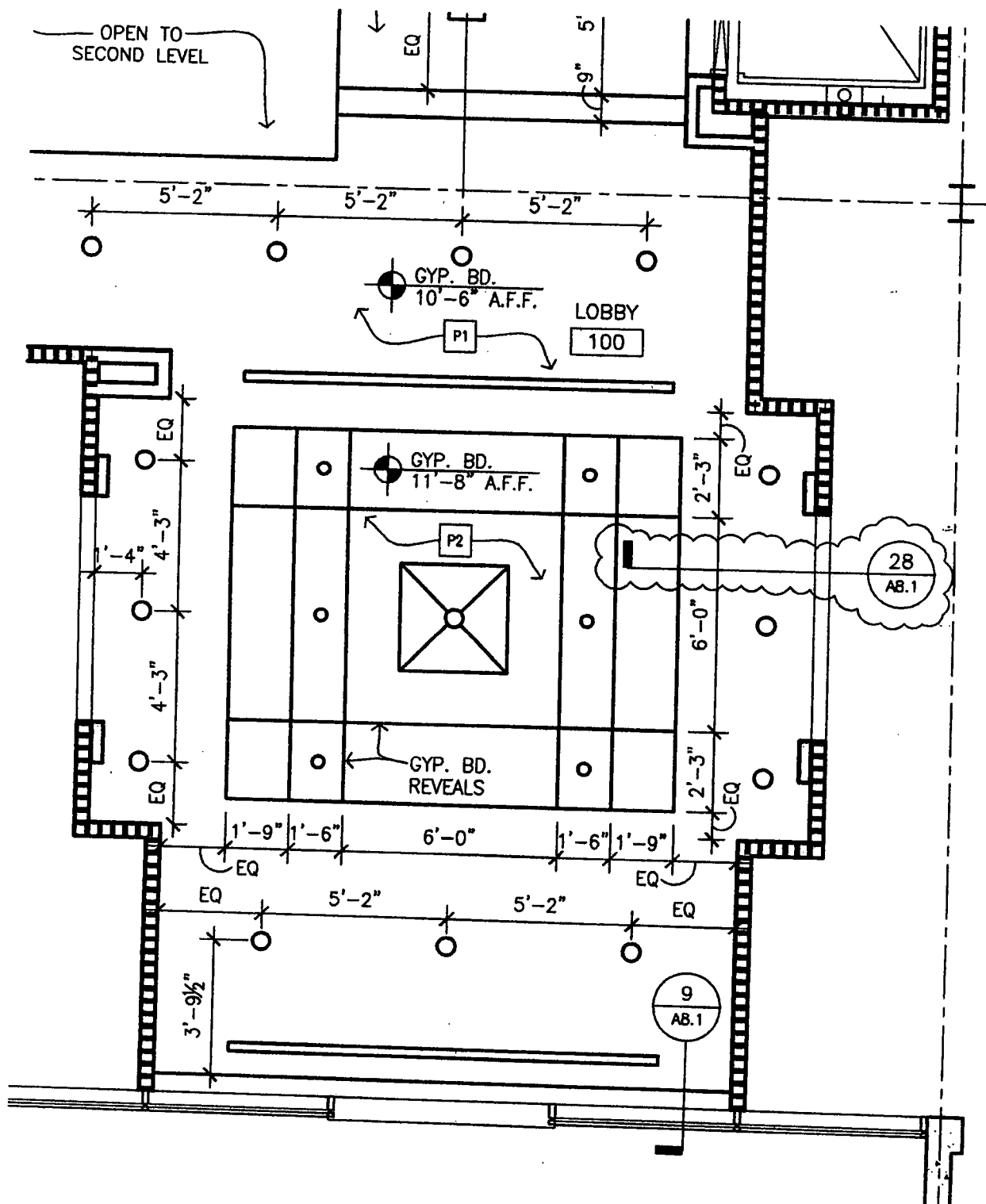
**Jeff Ellingson**

Approved by: *(Project Manager must sign to be implemented)*

**Project Manager**

Date





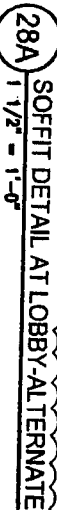
OPUS Architects & Engineers, Inc.  
10350 Bren Road West  
Minnetonka, Minnesota 55343

DESIGN NUMBER  
A567310

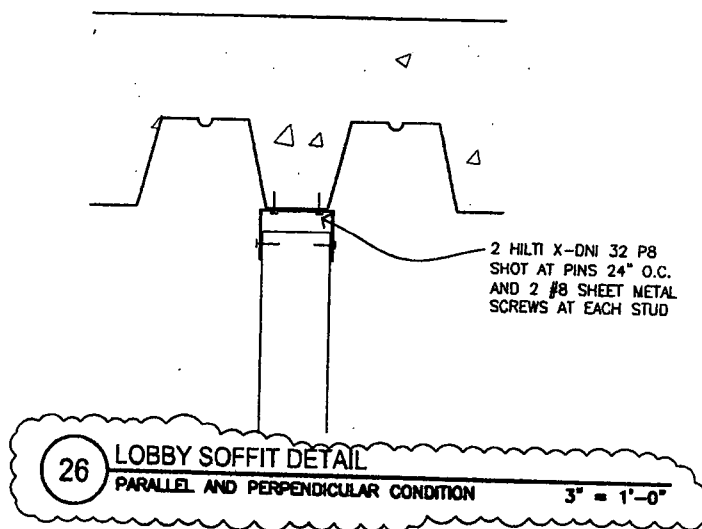
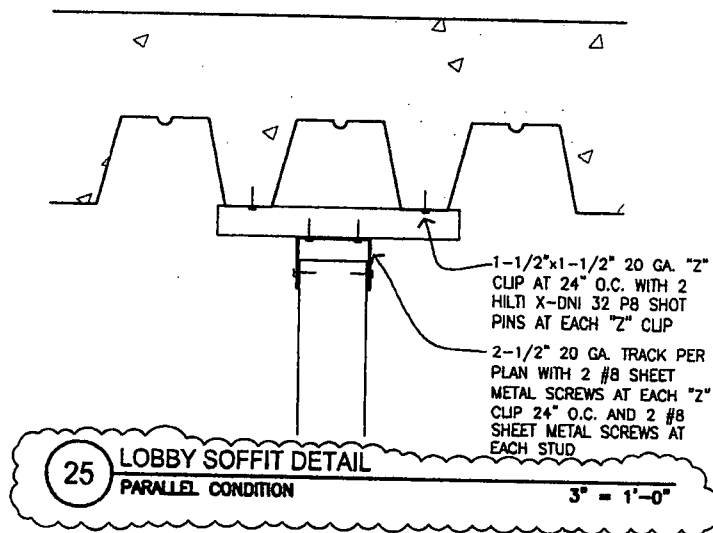
DATE  
05/15/08

FIELD GALLERY  
AB17

SHEET: 2 OF 5 SHEETS  
REF SHEET #: A9.1







# Regency Contracting, Inc.

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

August 4, 2008

Opus Construction

Attn: Chad Cochran

Re: Horizon Tech Center  
San Diego, CA

## CHANGE ORDER NUMBER THREE

Regency Contracting, Inc. agrees to complete to following scope of work, with exceptions, in a timely manner providing all material, equipment and insurances as outlined below.

SCOPE OF WORK: Wrap beams in core area of building as per Rick and Andrew

### BLDG A

Labor 93 hrs @ \$40/hr	\$ 3,720.00
Material 900lf of studs 18 sheets 5/8" drywall	\$ 945.00

### BLDG B

Labor 98 hrs @ \$40/hr	\$ 3,920.00
Material 970lf of studs, 19 sheets 5/8" drywall	\$ 1,004.50

### BLDG C

Labor 87 hrs @ \$40/hr	\$ 3,480.00
Material 840lf of studs, 16 sheets 5/8" drywall	\$ 874.00

INSURANCE: Regency Contracting, Inc. provides the following insurance: Workers Compensation per state requirements. Liability Insurance \$2M General Aggregate, \$1M umbrella, Waiver of Subrogation add \$150.

BASE BID: \$ 13,943.50

### PAYMENT TERMS:

As per contract

Accepted by

Date

NOTICE TO OWNER: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD AT : CONTRACTORS STATE LICENSE BOARD, 1020 N STREET, SACRAMENTO, CA 95814



RECEIVED

MAR 19 2008

OPUS WEST-IRVINE

Horizon Tech Center / 10262.00  
See Subcontract Sum Breakdown / Drywall  
Regency Contracting Inc. / Jeff Cole  
Contact Phone #  
Contact Fax #  
Payment Terms: Standard

**SUBCONTRACT AGREEMENT (Labor and Materials)**

This Subcontract Agreement ("Subcontract") is made as of this 07th day of March, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2050 Main St., Suite 800, Irvine, CA 92614, and Regency Contracting Inc. ("Subcontractor") with its office located at 1930 Watson Way, #J, Vista, CA 92081.

**FULLY EXECUTED**

Contractor and Subcontractor agree as follows:

- Subcontract Documents.** The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
- Project.** Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Horizon Tech Center ("Project"), located at 10301 Meanly Drive, San Diego, CA 92131 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
- Owner.** The Owner of the Project is Opus West Corporation ("Owner").
- Architect/Engineer.** The architect and engineers ("Architect/Engineer") of record for the Project are:  
Architect of Record: Opus Architects & Engineers  
Civil Engineer: PBS&J  
Structural Engineer of Record: Opus Architects & Engineers, Inc.
- 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.
- Schedule.** Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 07/09/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
- Subcontract Sum.** Contractor shall pay Subcontractor the sum of \$ 287,670.00 ("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".
- Riders.** The following Riders are attached to and made a part of this Subcontract:
  - Rider A (Scope of Work)
  - Rider B (Indemnification)
  - Rider C (Insurance)

Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager

Andrew Ranallo

**CONTRACTOR**  
OPUS West Construction Corporation

By:

Jeffery J. Dickerson

(Print Name)

Vice President of Construction

(Title)

(Date)

3/31/08

**SUBCONTRACTOR**  
Regency Contracting Inc.

By:

Ed BLAKE

(Print Name)

President

(Title)

(Date)

3/13/08

**ORIGINAL**

Fire Protection Specification	15300	05/09/2007
Plumbing Specification	15400	05/09/2007
Heating, Ventilating, and Air Conditioning Specification	15500	05/09/2007
Energy Management System Specification	15800	05/09/2007
Electrical Specification	16000	05/09/2007
Fire Tested Assemblies and Penetrations	A_AC.1	11/15/2007
Architectural Site Plan	A_A1.1	11/15/2007
Site plan Details	A_A1.2	11/15/2007
First Level Floor Plan	A_A2.1	11/15/2007
Second Level Floor Plan	A_A2.2	11/15/2007
Roof Plan	A_A2.3	11/15/2007
Enlarged Floor Plans	A_A2.4	11/15/2007
Exterior Elevations	A_A3.1	11/15/2007
Wall Sections	A_A4.1	11/15/2007
Stair and Elevator Sections	A_A4.2	11/15/2007
Details	A_A5.1	11/15/2007
Partition Schedule and Details	A_A6.1	11/15/2007
Door Schedule and Hardware Groups	A_A6.2	11/15/2007
Interior Elevations	A_A7.1	11/15/2007
Interior Details	A_A8.1	11/15/2007
Reflected Ceiling plans	A_A9.1	11/15/2007
Enlarged Finish Plans	A_A10.1	11/15/2007
Schedule, Notes, Legend, Details and T-24	A_M1.0a	11/15/2007
Site Plan and Equipment Pad Layout	A_M1.1a	11/15/2007
Mechanical HVAC 1st Floor Plan	A_M2.1a	11/15/2007
Note Sheet	A_E1.1	11/15/2007
Title 24	A_E1.2	11/15/2007
Lighting Detail Sheet	A_E1.3	11/15/2007
Site Plan Utility	A_E2.1	11/15/2007
Site Plan Lighting	A_E2.2	11/15/2007
First Floor Lighting Plan	A_E3.1	11/15/2007
First Floor Power Plan	A_E3.2	11/15/2007
Second Floor Lighting Plan	A_E4.1	11/15/2007
Second Floor Power Plan	A_E4.2	11/15/2007
Roof Plan	A_E5.1	11/15/2007
Single Line Diagram and Panel Schedules	A_E6.1	11/15/2007
Detail Sheet	A_E7.1	11/15/2007
Detail Sheet #2	A_E7.2	11/15/2007
Detail Sheet #3	A_E7.3	11/15/2007
Grading Plans	1-D	10/23/2007
Grading Plans	2-D	10/23/2007

Opus Group Subcontract (Labor and Materials)

June 2005 Edition

CC

Grading Plans	3-D	10/23/2007
Grading Plans	4-D	10/23/2007
Grading Plans	5-D	10/23/2007
Detail Sheet Plan	6-D	10/23/2007
Erosion Control Plan	7-D	10/23/2007
Retaining Wall Profile	8-D	10/23/2007
Private Water Plans	9-D	10/23/2007
Private Water Plans	10-D	10/23/2007
Storm Drain and Sewer Plan	11-D	10/23/2007
Striping Plans	12-D	10/23/2007
Demolition Plan	13-D	10/23/2007
Horizontal Control Plan	14-D	10/23/2007
Horizontal Control Plan	15-D	10/23/2007
Environmental Requirements Sheet	16-D	10/23/2007

#### Field Bulletins

Date	Number	Name
N/A		

#### Supplemental Design Documents

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

#### Other Documents

N/A

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

#### Modifications and Clarifications

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

- A. Subcontractor will provide 3 5/8" 20 gauge metal studs behind curtain wall glass per sheet A5.1 detail 6 in each building.
- B. Subcontractor will provide 6" x 16 gauge flat backing for hand rails, grab bars, and mirrors.
- C. Subcontractor shall provide a level 3 finish at all drywall that received wood panels, level 4 finish on all drywall that receives paint or direct applied wallcovering, and level 5 finish at all drywall ceilings and soffits.
- D. Subcontractor shall firetape all suite side drywall.
- E. Subcontractor will provide 1/4" fry reglet reveal mudding at all ceiling reveals noted on plans.
- F. Subcontractor shall ensure all wall framing and gypsum board is plumb and flat.
- G. Subcontractor shall install all gypsum board at least a half inch (1/2") gap above the finished flooring elevation. This is to help prevent possible future water on the slab and/or concrete decks from soaking into the gypsum board wall finish. If Subcontractor install gypsum board without a half inch (1/2") gap above the finished flooring elevation and this gypsum board gets damaged by standing water that the gap would have prevented, the replacement of the gypsum board is at the sole cost of the Subcontractor.
- H. Subcontractor will provide 4" 20 gauge kickers and drywall header at Stairs B & C per detail A4.2 at each building.
- I. Subcontractor will provide framing and gypsum board on both sides of all stair and elevator shaft walls, restroom walls, telephone room walls, junior closets, and all mechanical and electrical room walls on all floors, including the main electrical room on the first floor.
- J. Subcontractor acknowledges that the Contractor is going for a LEED Silver rating on the project. Subcontractor will therefore meet all the requirements and provide the necessary documentation to meet the LEED requirements.

22



This Subcontract excludes the following:

- A. Firestopping and/ or caulking of pipes, conduits, electrical boxes and ductwork.
- B. Wood of any sort.
- C. Performance or Payment Bond.
- D. General Building Permit.
- E. Fire spray and fire safing insulation per Detail 6/A6.1.
- F. Welding.

### 3. Schedule of Values

N/A

Schedule Notes

### 4. Subcontract Sum Breakdown

#### Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
10262.10	Building A	Building A: Gypsum Board Systems	\$95,890.00
10262.20	Building B	Building B: Gypsum Board Systems	\$95,890.00
10262.30	Building C	Building C: Gypsum Board Systems	\$95,890.00
Total			\$ 287,670.00

#### Subcontract Sum Breakdown

Name	Account Code	Amount
Gypsum Board Systems - Subcontract	10262.10-F10-09000.00-S	\$95,890.00
Gypsum Board Systems - Subcontract	10262.20-F10-09000.00-S	\$95,890.00
Gypsum Board Systems - Subcontract	10262.30-F10-09000.00-S	\$95,890.00
Total		\$287,670.00

### 5. 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 not quantity changes in the Work made pursuant to the Subcontract Documents.

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

#### Unit Price List

Name	Rate	Quantity UOM
Laborer/Installer	\$43.00	Hour

### 6. Alternates

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

#### Alternates

N/A

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

Alternates Notes

END OF RIDER A

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## RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Regency Contracting Inc. dated 03/07/2008. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

### Section 1. Licensing.

Subcontractor represents and warrants that it and each of its Sub-subcontractors are and will remain duly and validly licensed to the full extent required under all applicable Laws for the performance by each such party of their respective portion of the Work under this Subcontract, and that each such party shall maintain such required license(s) in good standing throughout the full and complete performance of the Work by such party hereunder. Subcontractor will submit proof of such licensure to Contractor upon request.

### Section 2. Change Orders.

Any "Change Order" shall be set forth in writing, on Contractor's form, signed by an authorized representative of Contractor, and shall be executed by Contractor prior to Subcontractor proceeding with the requested change in the Work under the applicable conditions of the Subcontract Documents.

### Section 3. Title to Work.

Title to all Work, including materials, equipment, and systems, covered by an Application for Payment, whether incorporated in the Project or not, will pass to Contractor and Owner upon the earlier of (a) receipt of such payment (net of any retainage), or (b) incorporation of such Work into the Project.

### Section 4. Indemnification

(a) Subject to Subsections (b) and (c) below, Subcontractor will defend, indemnify and hold harmless Contractor, Owner and Architect/Engineer, and their respective officers, directors, partners, members, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all claims, demands, obligations, actions, causes of action, damages, costs, losses, liabilities and expenses (including, without limitation, attorneys' fees and costs and other litigation, mediation, arbitration, or dispute resolution expenses), arising from or in any way connected with Subcontractor's performance or non-performance of this Subcontract (all of the foregoing being referred to as "Claims"). Any such defense of an Indemnitee will be provided by Subcontractor by legal counsel reasonably satisfactory to such Indemnitee. Subject to Subsections (b) and (c) below, Subcontractor's obligations to defend and indemnify (i) include (without limitation) all Claims, whether occurring before, during or after the performance of this Subcontract, which arise from or relate to the activities, products, actions or omissions of Subcontractor, its Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (collectively, the "Subcontractor Parties"); (ii) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor or any Subcontractor Party under workers' or workman's compensation acts, disability acts, other employee benefits acts, or any insurance required to be carried by Subcontractor under the Subcontract Documents; (iii) specifically and expressly include (without limitation) any Claims caused in part by the negligence (whether active or passive) or other misconduct of any Indemnitee; and (iv) shall be triggered by the assertion of a Claim against any Indemnitee without the requirement that it first be determined that Subcontractor or any Subcontractor Party was negligent or otherwise at fault or that the Claim has any merit. Subcontractor's failure to procure specific contractual liability and other types of insurance for the benefit of any Indemnitee, as required under the Subcontract Documents, will not render the foregoing provisions unenforceable under any applicable law.

(b) Notwithstanding the provisions of Subsection (a) above, Subcontractor is not obligated to indemnify an Indemnitee for a Claim which is ultimately determined, upon final adjudication, settlement or other resolution of the Claim ("Finally Determined"), to have been caused solely by the active negligence or willful misconduct of that Indemnitee; provided, however, that this exception does not limit or relieve Subcontractor's defense obligations prior to the Claim being so Finally Determined or Subcontractor's obligations to indemnify all other Indemnitees which are not Finally Determined to have participated in such negligence or misconduct.

(c) The parties intend that Subcontractor's indemnity and defense obligations under this Subcontract will be enforced to the fullest extent allowable under applicable laws, and agree that if any of the provisions of this Section are, to any extent, held to be invalid, illegal or unenforceable for any reason, any remaining portion thereof and all other provisions of this Section will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

### Section 5. Waiver.

Subcontractor hereby waives the benefits of, and Subcontractor's rights under, California Business and Professions Code Section 7108.5 to the fullest extent the same may be waived by Subcontractor under applicable Laws.

Section 6. **SWPPP.**

Subcontractor shall comply with (i) all applicable water quality Laws, including those enforced by the California State Water Resources Control Board (the "SWRCB") and the Regional Water Quality Control Board (Region 9); (ii) the National Pollutant Discharge Elimination System and the Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (SWRCB Order No. 99-08-DWQ) and all amendments and modifications thereto; (iii) any Storm Water Pollution Prevention Plan applicable to the Project (as modified from time to time, the "SWPPP") and all associated Best Management Practices; and (iv) City and/or County ordinances, guidelines, and manuals applicable to stormwater discharges from construction sites. If Subcontractor observes any violation of any Laws, it shall immediately correct such violation. Any Work performed by Subcontractor that is not in compliance with applicable Laws shall be redone in compliance with applicable Laws at Subcontractor's sole expense. The SWPPP is a part of the Subcontract Documents.

Section 7. **California License Law.**

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

Contractor's California License No.

504591

Subcontractor's California License No.

054926

**END OF RIDER B**

## RIDER C

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Regency Contracting Inc. dated 03/07/2008. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

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



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

RECEIVED

MAR 25 2008

OPUS WEST-IRVINE

Change Order Date: 03/17/2008

Change Order #: 1

To Subcontract Agreement dated: 03/07/2008

Drywall

CON-10262.00-30

See Subcontract Sum Breakdown

TO: Regency Contracting Inc.  
1930 Watson Way, #J  
Vista, CA 92081

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

CHANGE DETAILS

Item	Description	Amount
1	Add cement backer board in lieu of 5/8" gypsum board at the stone wainscot and elevator surround.	\$1,020.00
2	Add cement backer board in lieu of 5/8" gypsum board at the stone wainscot and elevator surround.	\$1,020.00
3	Add cement backer board in lieu of 5/8" gypsum board at the stone wainscot and elevator surround.	\$1,020.00
		<hr/> \$3,060.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.10-F10-09000.00-S	\$95,890.00	\$1,020.00	\$96,910.00
10262.20-F10-09000.00-S	\$95,890.00	\$1,020.00	\$96,910.00
10262.30-F10-09000.00-S	\$95,890.00	\$1,020.00	\$96,910.00
	<hr/> \$287,670.00	<hr/> \$3,060.00	<hr/> \$290,730.00

Original Contract Amount.....	\$287,670.00
Previously Approved Change Orders.....	\$0.00
Amount this Change Order.....	\$3,060.00
Contract Amount to Date.....	<hr/> \$290,730.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.



ED BLALOCK  
Printed Name  
3/19/08  
Date

OPUS West Construction Corporation



Andrew Ranallo  
Printed Name  
3/25/08  
Date

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



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

RECEIVED

APR 25 2008

OPUS WEST-IRVINE

Change Order Date: 04/22/2008

Change Order #: 2

To Subcontract Agreement dated: 03/07/2008

TO: Regency Contracting Inc.  
1930 Watson Way, #J  
Vista, CA 92081

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

Drywall

CON-10262.00-30

See Subcontract Sum Breakdown

CHANGE DETAILS

Item	Description	Amount
1	Building A: Subcontractor shall provide foiled faced semi-rigid insulation and firesafing. This excludes at flutes of rated walls.	\$2,510.00
2	Building A: Subcontractor shall provide batt insulation per the drawings and the document dated July 17, 2007 which highlights additional insulation areas.	\$5,128.00
3	Building B: Subcontractor shall provide foiled faced semi-rigid insulation and firesafing. This excludes at flutes of rated walls.	\$2,510.00
4	Building B: Subcontractor shall provide batt insulation per the drawings and the document dated July 17, 2007 which highlights additional insulation areas.	\$5,128.00
5	Building C: Subcontractor shall provide foiled faced semi-rigid insulation and firesafing. This excludes at flutes of rated walls.	\$2,510.00
6	Building C: Subcontractor shall provide batt insulation per the drawings and the document date July 17, 2007 which highlight additional insulation areas.	\$5,128.00
		<hr/> \$22,914.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.10-E10-07203.00-S	\$0.00	\$2,510.00	\$2,510.00
10262.10-F10-07204.00-S	\$0.00	\$5,128.00	\$5,128.00
10262.10-F10-09000.00-S	\$96,910.00	\$0.00	\$96,910.00
10262.20-E10-07203.00-S	\$0.00	\$2,510.00	\$2,510.00
10262.20-F10-07204.00-S	\$0.00	\$5,128.00	\$5,128.00
10262.20-F10-09000.00-S	\$96,910.00	\$0.00	\$96,910.00
10262.30-E10-07203.00-S	\$0.00	\$2,510.00	\$2,510.00
10262.30-F10-07204.00-S	\$0.00	\$5,128.00	\$5,128.00
10262.30-F10-09000.00-S	\$96,910.00	\$0.00	\$96,910.00
	<hr/> \$290,730.00	<hr/> \$22,914.00	<hr/> \$313,644.00

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# OPUS.

## OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

Original Contract Amount.....	\$287,670.00
Previously Approved Change Orders.....	\$3,060.00
Amount this Change Order.....	\$22,914.00
Contract Amount to Date.....	\$313,644.00

### ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.

OPUS West Construction Corporation

ED BUAIC

4/23/08

Printed Name

Date

Andrew Ranallo

4/28/08

Printed Name

Date

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

cc





OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 07/30/2008

Change Order #: 3

To Subcontract Agreement dated: 03/07/2008

Drywall  
CON-10262.00-30

See Subcontract Sum Breakdown

TO: Regency Contracting Inc.  
1930 Watson Way, #J  
Vista, CA 92081

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor to provide R-11 insulation in the shower rooms at Building A.	\$336.00
2	Subcontractor to provide R-11 insulation in the shower rooms at Building B.	\$336.00
3	Subcontractor to provide R-11 insulation in the shower rooms at Building C.	\$336.00
		<u>\$1,008.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.10-E10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.10-F10-07204.00-S	\$5,128.00	\$336.00	\$5,464.00
10262.10-F10-09000.00-S	\$96,910.00	\$0.00	\$96,910.00
10262.20-E10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.20-F10-07204.00-S	\$5,128.00	\$336.00	\$5,464.00
10262.20-F10-09000.00-S	\$96,910.00	\$0.00	\$96,910.00
10262.30-E10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.30-F10-07204.00-S	\$5,128.00	\$336.00	\$5,464.00
10262.30-F10-09000.00-S	\$96,910.00	\$0.00	\$96,910.00
	<u>\$313,644.00</u>	<u>\$1,008.00</u>	<u>\$314,652.00</u>

Original Contract Amount.....	\$287,670.00
Previously Approved Change Orders.....	\$25,974.00
Amount this Change Order.....	\$1,008.00
Contract Amount to Date.....	<u>\$314,652.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.

ED BAICE

Printed Name

9/19/08

Date

OPUS West Construction Corporation

Andrew Ranallo

Printed Name

Date

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

*CR*



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 09/18/2008

Change Order #: 4

To Subcontract Agreement dated: 03/07/2008

Drywall

CON-10262.00-30

See Subcontract Sum Breakdown

TO: Regency Contracting Inc.  
1930 Watson Way, #J  
Vista, CA 92081

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

CHANGE DETAILS

Item	Description	Amount
1	Building A: Cost increase for first floor showers.	\$9,115.00
2	Building B: Cost increase for first floor showers.	\$9,115.00
3	Building C: Cost increase for first floor showers.	\$9,115.00
		<u>\$27,345.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.10-B10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.10-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.10-F10-09000.00-S	\$96,910.00	\$9,115.00	\$106,025.00
10262.20-B10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.20-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.20-F10-09000.00-S	\$96,910.00	\$9,115.00	\$106,025.00
10262.30-B10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.30-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.30-F10-09000.00-S	\$96,910.00	\$9,115.00	\$106,025.00
	<u>\$314,652.00</u>	<u>\$27,345.00</u>	<u>\$341,997.00</u>

Original Contract Amount.....	\$287,670.00
Previously Approved Change Orders.....	\$26,982.00
Amount this Change Order.....	\$27,345.00
Contract Amount to Date.....	\$341,997.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.

ED Buice

Printed Name

9/19/08

Date

OPUS West Construction Corporation

Andrew Ranallo

Printed Name

10/27/08

Date

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

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OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

RECEIVED

OCT 21 2008

OPUS WEST-IRVINE  
Drywall

CON-10262.00-30

Change Order Date: 10/10/2008

Change Order #: 5

To Subcontract Agreement dated: 03/07/2008

See Subcontract Sum Breakdown

TO: Regency Contracting Inc.  
1930 Watson Way, #J  
Vista, CA 92081

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

CHANGE DETAILS

Item	Description	Amount
1	Repairing of soffits in Building A.	\$2,206.00
2	Repairing of soffits in Building B.	\$2,207.00
3	Repairing of soffits in Building C.	\$2,207.00
		<hr/>
		\$6,620.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.10-E10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.10-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.10-F10-09000.00-S	\$106,025.00	\$2,206.00	\$108,231.00
10262.20-E10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.20-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.20-F10-09000.00-S	\$106,025.00	\$2,207.00	\$108,232.00
10262.30-E10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.30-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.30-F10-09000.00-S	\$106,025.00	\$2,207.00	\$108,232.00
	<hr/>	<hr/>	<hr/>
	\$341,997.00	\$6,620.00	\$348,617.00

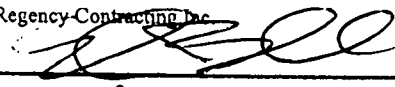
Original Contract Amount.....	\$287,670.00
Previously Approved Change Orders.....	\$54,327.00
Amount this Change Order.....	\$6,620.00
Contract Amount to Date.....	\$348,617.00

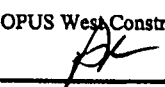
ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.

OPUS West Construction Corporation

  
EP Balle 10/13/08  
Printed Name Date

  
Andrew Ranallo 10/22/08  
Printed Name Date

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





OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 10/27/2008  
Change Order #: 6  
To Subcontract Agreement dated: 03/07/2008  
TO: Regency Contracting Inc.  
1930 Watson Way, #J  
Vista, CA 92081

Drywall  
CON-10262.00-30

See Subcontract Sum Breakdown

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

CHANGE DETAILS

Item	Description
1	Removing drywall, framing and cornerbead due to window testing on the second floor of Building B.

Amount  
\$1,080.00  

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\$1,080.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.10-E10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.10-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.10-F10-09000.00-S	\$108,231.00	\$0.00	\$108,231.00
10262.20-E10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.20-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.20-F10-09000.00-S	\$108,232.00	\$1,080.00	\$109,312.00
10262.30-E10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.30-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.30-F10-09000.00-S	\$108,232.00	\$0.00	\$108,232.00
	<hr/> \$348,617.00	<hr/> \$1,080.00	<hr/> \$349,697.00

Original Contract Amount.....	\$287,670.00
Previously Approved Change Orders.....	\$60,947.00
Amount this Change Order.....	\$1,080.00
Contract Amount to Date.....	\$349,697.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.

ED BUACE 12/4/08  
Printed Name Date

OPUS West Construction Corporation

Andrew Ranallo  
Printed Name

Date

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



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

RECEIVED

FEB 04 2009

OPUS WEST-IRVINE

Drywall

CON-10262.00-30

Change Order Date:

01/28/2009

Change Order #:

7

To Subcontract Agreement dated:

03/07/2008

TO: Regency Contracting Inc.  
1930 Watson Way, #J  
Vista, CA 92081

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

See Subcontract Sum Breakdown

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall remove and replace drywall for window testing at Building A.	\$6,092.00
2	Subcontractor shall remove and replace drywall for window testing at Building B.	\$6,092.00
3	Subcontractor shall remove and replace drywall for window testing at Building C.	\$6,092.00
		<hr/> \$18,276.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.10-E10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.10-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.10-F10-09000.00-S	\$108,231.00	\$6,092.00	\$114,323.00
10262.20-E10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.20-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.20-F10-09000.00-S	\$109,312.00	\$6,092.00	\$115,404.00
10262.30-E10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.30-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.30-F10-09000.00-S	\$108,232.00	\$6,092.00	\$114,324.00
	<hr/> \$349,697.00	<hr/> \$18,276.00	<hr/> \$367,973.00

Original Contract Amount.....	\$287,670.00
Previously Approved Change Orders.....	\$62,027.00
Amount this Change Order.....	\$18,276.00
Contract Amount to Date.....	<hr/> \$367,973.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.

Gary A. Carr  
Printed Name

2/2/09  
Date

OPUS West Construction Corporation

AR  
Andrew Ranallo  
Printed Name

2/6/09  
Date

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



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center  
Subcontractor: Regency Contracting Inc.  
Supplier #: 1053205  
Address: 1930 Watson Way, #J  
Vista, CA 92081  
Phone :  
Remittance Address : OPUS West Construction Corporation  
Attn : Accounts Payable  
2050 2020 Main Street, Suite 800  
Irvine, CA 92614

Project Number: 10262  
Date of Application: 3/18/08  
Application Number: 1  
Period From: 3/1 Period To: 3/31/08

## CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		
OPUS APPROVED CHANGE ORDER # 1 thru #		\$287,670.00
CONTRACT AMOUNT TO DATE TOTAL		\$287,670.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 40,000  
B Less Retainage 10 % \$ 4,000  
C Total Earned less Retainage (A - B) \$ 36,000  
D Less Previous Billings (previous req's line C) \$  
E Current Payment Due (C - D) \$ 36,000  
F Balance to Finish, Plus Retainage (H - A + B) \$ 251,670  
G Current Gross Amount Completed This Period \$ 40,000

SUBCONTRACTOR:

Regency Contracting Inc.

Supplier #: 1053205

BY:

DATE:

3/18/08

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10262.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$95,890.00		40,000	40,000	40	4,000	36,000
10262.20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$95,890.00						
10262.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$95,890.00						
	Total	\$287,670.00						
		H	I	O	A	J	K	E

Entered By :

Accounting

Date

Approved By :

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



Opus West Construction Corp

Contract # 25961

Job: 1026200

Do Not Use - See 01-30 Subjobs

Latest Invoice No.

Latest Invoice Date  
3/25/2008

Total Gross Amount  
40,000.00

Total Retainage  
4,000.00

Total Discount  
.00

Total Payment Amount  
36,000.00

0308 1026200 APP1

Check No. 103424 4/25/2008

1053205

Regency Contracting Inc

\*\*\*\*\*36,000.00

Opus West Construction Corp

Contract # 25961

Job: 1026200

Do Not Use - See 01-30 Subjobs

Latest Invoice No.

Latest Invoice Date  
3/25/2008

Total Gross Amount  
40,000.00

Total Retainage  
4,000.00

Total Discount  
.00

Total Payment Amount  
36,000.00

0308 1026200 APP1

Check No. 103424 4/25/2008

1053205

Regency Contracting Inc

\*\*\*\*\*36,000.00

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Regency Contracting Inc  
(Company Name)

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

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

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center  
Subcontractor: Regency Contracting Inc.  
Supplier #: 1053205  
Address: 1930 Watson Way, #J  
Vista, CA 92081  
Phone :  
Remittance Address : OPUS West Construction Corporation  
Attn : Accounts Payable  
2050 2000 Main Street, Suite 800  
Irvine, CA 92614

Project Number: 10262  
Date of Application: 4/17/08  
Application Number: 412  
Period From: 4/1 Period To: 4/30

## CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$287,670.00
OPUS APPROVED CHANGE ORDER # 1 thru #		
CONTRACT AMOUNT TO DATE TOTAL		\$287,670.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 120,000  
B Less Retainage 10 % \$ 12,000  
C Total Earned less Retainage (A - B) \$ 108,000  
D Less Previous Billings (previous req's line C) \$ 36,000  
E Current Payment Due (C - D) \$ 72,000  
F Balance to Finish, Plus Retainage (H - A + B) \$ 179,670  
G Current Gross Amount Completed This Period \$ 120,000

SUBCONTRACTOR:

Regency Contracting Inc.

Supplier #: 1053205

BY:

DATE:

4/17/08

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10262.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$95,890.00	49,000	29,000	60,000	60%	2,000	G-K
10262.20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$95,890.00	46,000	40,000	50,000	40%	4,000	
10262.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$95,890.00	26,000	20,000	20,000	20%	2,000	
Total		\$287,670.00						
		H	I	G	A	J	K	E

Entered By:

Accounting

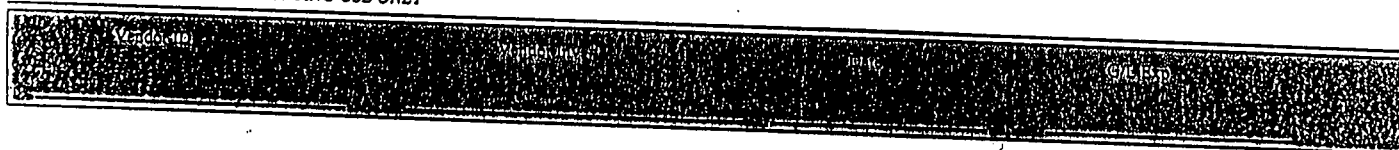
Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY





Opus West Construction Corp

Contract # 25961

Job: 1026200

Do Not Use - See 01-30 Subjobs

Latest Invoice No.  
0408 1026200 APP2

Latest Invoice Date  
04 25 2008

Total Gross Amount  
80,000.00

Total Retainage  
8,000.00

Total Discount  
.00

Total Payment Amount  
72,000.00

Check No. 104938 5/27/2008

1053205

Regency Contracting Inc

\$\*\*\*\*72,000.00

Opus West Construction Corp

Contract # 25961

Job: 1026200

Do Not Use - See 01-30 Subjobs

Latest Invoice No.  
0408 1026200 APP2

Latest Invoice Date  
04 25 2008

Total Gross Amount  
80,000.00

Total Retainage  
8,000.00

Total Discount  
.00

Total Payment Amount  
72,000.00

Check No. 104938 5/27/2008

1053205

Regency Contracting Inc

\$\*\*\*\*72,000.00

06/10/08  
(Date)

Regency Contracting Inc  
(Company Name)

[Signature]  
(Signature)

President  
(Title)

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center  
Subcontractor: Regency Contracting Inc.  
Supplier #: 1053205  
Address: 1930 Watson Way, #J  
Vista, CA 92081  
Phone :  
Remittance Address : OPUS West Construction Corporation  
Attn : Accounts Payable  
2050 2050 Main Street, Suite 800  
Irvine, CA 92614

Project Number: 10262  
Date of Application: 5/22/08  
Application Number: 3  
Period From: 5/1 Period To: 5/31

## CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		
OPUS APPROVED CHANGE ORDER # 1 thru #		\$287,670.00
CONTRACT AMOUNT TO DATE TOTAL		\$287,670.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 235,000  
B Less Retainage 10 10 % \$ 23,500  
C Total Earned less Retainage (A - B) \$ 211,500  
D Less Previous Billings (previous req's line C) \$ 108,000  
E Current Payment Due (C - D) \$ 103,500  
F Balance to Finish, Plus Retainage (H - A + B) \$ 76,170  
G Current Gross Amount Completed This Period \$ 215,000

SUBCONTRACTOR: Regency Contracting Inc.  
BY: [Signature] Supplier #: 1053205  
DATE: 5/22/08

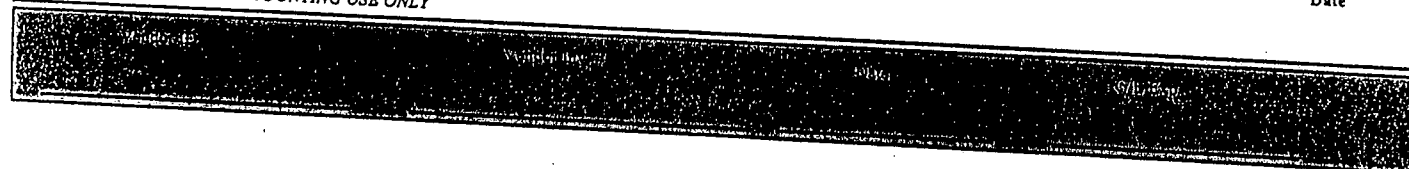
## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10262.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$95,890.00	60,000	35890	95890	100	3589	32301
10262.20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$95,890.00	40,000	2,000	80000	83	4000	36000
10262.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$95,890.00	20,000	39110	59110	61	3911	35199
	Total	\$287,670.00	120,000	115,000	235,000	81	11,500	103,500
		H	I	O	A	J	K	E

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



Opus West Construction Corp

Contract # 25961

Job: 1026200

Do Not Use - See 01-30 Subjobs

Latest Invoice No.  
0508 1026201 APP3

Latest Invoice Date  
05 25 2008

Total Gross Amount  
115,000.00

Total Retainage  
11,500.00

Total Discount  
.00

Total Payment Amount  
103,500.00

Check No. 106470 6/25/2008

1053205

Regency Contracting Inc

\*\*\*103,500.00

Opus West Construction Corp

Contract # 25961

Job: 1026200

Do Not Use - See 01-30 Subjobs

Latest Invoice No.  
0508 1026201 APP3

Latest Invoice Date  
05 25 2008

Total Gross Amount  
115,000.00

Total Retainage  
11,500.00

Total Discount  
.00

Total Payment Amount  
103,500.00

Check No. 106470 6/25/2008

1053205

Regency Contracting Inc

\*\*\*103,500.00

# CONTRACT APPLICATION FOR PAYMENT

Project Name : <u>Horizon Tech Center</u>	Project Number : <u>10262</u>	
Subcontractor : <u>Regency Contracting Inc.</u>	Date of Application : <u>6/25/2008</u>	
Supplier # : <u>1053205</u>	Application Number : <u>4</u>	
Address : <u>1930 Watson Way, #J</u>	Period From : <u>6/1-6/30/08</u>	
<u>Vista, CA 92081</u>		
Phone : _____		

Remittance Address : OPUS West Construction Corporation  
Attn : Accounts Payable  
2020 Main Street, Suite 800  
Irvine, CA 92614

## CONTRACT INFORMATION

ITEM	SALES TAX(\$)(if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		
OPUS APPROVED CHANGE ORDER THRU # <u>2</u>		<u>\$287,670.00</u>
CONTRACT AMOUNT TO DATE TOTAL		<u>\$25,974.00</u>
		<u>\$313,644.00</u>

## APPLICATION INFORMATION

A Total Completed & Stored to Date	\$ <u>287,844.00</u>	
B Less Retainage <u>10 %</u>	\$ <u>28,784.40</u>	
C Total Earned Less Retainage (A - B)		\$ <u>259,059.60</u>
D Less Previous Billings (previous req's line C)	\$ <u>.00</u>	
E Current Payment Due (C - D)		\$ <u>259,059.60</u>
F Balance to Finish, Plus Retainage (H - A + B)	\$ <u>54,584.40</u>	
G Current Gross Amount Completed This Period	\$ <u>52,844.00</u>	

SUBCONTRACTOR :

Regency Contracting Inc.

Supplier #: 1053205

BY :

DATE :

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A/H		G - K
10262.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$96,910.00	\$95,890.00	\$1,020.00	\$96,910.00	100.00%	\$102.00	\$918.00
10262.20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$96,910.00	\$80,000.00	\$16,910.00	\$96,910.00	100.00%	\$1,691.00	\$15,219.00
10262.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$96,910.00	\$59,110.00	\$12,000.00	\$71,110.00	73.38%	\$1,200.00	\$10,800.00
10262.10-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$0.00	\$2,510.00	\$2,510.00	100.00%	\$251.00	\$2,259.00
10262.20-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$0.00	\$2,510.00	\$2,510.00	100.00%	\$251.00	\$2,259.00
10262.30-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$0.00	\$2,510.00	\$2,510.00	100.00%	\$251.00	\$2,259.00
10262.10-F10-07204.00-S	Batt Insulation - Subcontract	\$5,128.00	\$0.00	\$5,128.00	\$5,128.00	100.00%	\$512.80	\$4,615.20

10220-F10-07204.00-S	Batt Insulation - Subcontract	\$5,128.00	\$0.00	\$5,128.00	\$5,128.00	100.00%	\$512.80	\$4,615.20
10262.30-F10-07204.00-S	Batt Insulation - Subcontract	\$5,128.00	\$0.00	\$5,128.00	\$5,128.00	100.00%	\$512.80	\$4,615.20
	<b>TOTAL</b>	<b>\$313,644.00</b>	<b>\$235,000.00</b>	<b>\$52,844.00</b>	<b>\$287,844.00</b>	<b>91.77%</b>	<b>\$5,284.40</b>	<b>\$47,559.60</b>
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Name	Date	Signature
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Opus West Construction Corp		Contract # 25961	Job: 1026200	Do Not Use - See 01-30 Subjobs	
Latest Invoice No.	Latest Invoice Date	Total Gross Amount	Total Retainage	Total Discount	Total Payment Amount
0608 1026201 APP4	06 25 2008	52,844.00	5,284.40	.00	47,559.60

Check No. 107973	7/25/2008	1053205	Regency Contracting Inc	\$****47,559.60
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Opus West Construction Corp		Contract # 25961	Job: 1026200	Do Not Use - See 01-30 Subjobs	
Latest Invoice No.	Latest Invoice Date	Total Gross Amount	Total Retainage	Total Discount	Total Payment Amount
0608 1026201 APP4	06 25 2008	52,844.00	5,284.40	.00	47,559.60

Check No. 107973	7/25/2008	1053205	Regency Contracting Inc	\$****47,559.60
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**CONTRACT APPLICATION FOR PAYMENT**

1.00

Project Name : Horizon Tech Center  
 Subcontractor : Regency Contracting Inc.  
 Supplier # : 1053205  
 Address : 1930 Watson Way, #J  
 Vista, CA 92081  
 Phone :  
 Remittance Address : OPUS West Construction Corporation  
 Attn : Accounts Payable  
 2020 Main Street, Suite 800  
 Irvine, CA 92614

Project Number : 10262  
 Date of Application : 7/21/2008  
 Application Number : 5  
 Period From : 7/31/2008

**CONTRACT INFORMATION**

ITEM	SALES TAX(\$)(if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$287,670.00
OPUS APPROVED CHANGE ORDER THRU # 2		\$25,974.00
CONTRACT AMOUNT TO DATE TOTAL		\$313,644.00

**APPLICATION INFORMATION**

A Total Completed & Stored to Date \$ 313,644.00  
 B Less Retainage 10.00% \$ 31,364.40  
 C Total Earned Less Retainage (A - B) \$ 282,279.60  
 D Less Previous Billings (previous req's line C) \$ 259,059.60  
 E Current Payment Due (C - D) \$ 23,220.00  
 F Balance to Finish, Plus Retainage (H - A + B) \$ 31,364.40  
 G Current Gross Amount Completed This Period \$ 23,220.00


SUBCONTRACTOR :

Regency Contracting Inc.

Supplier #: 1053205

BY :

DATE :

  
 7/21/08
**APPLICATION BREAKDOWN**

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A/H		G - K
10262.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$96,910.00	\$96,910.00	\$0.00	\$96,910.00	100.00%	\$0.00	\$0.00
10262.20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$96,910.00	\$96,910.00	\$0.00	\$96,910.00	100.00%	\$0.00	\$0.00
10262.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$96,910.00	\$71,110.00	\$25,800.00	\$96,910.00	100.00%	\$2,580.00	\$23,220.00
10262.10-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$2,510.00	100.00%	\$0.00	\$0.00
10262.20-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$2,510.00	100.00%	\$0.00	\$0.00
10262.30-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$2,510.00	100.00%	\$0.00	\$0.00
10262.10-F10-07204.00-S	Batt Insulation - Subcontract	\$5,128.00	\$5,128.00	\$0.00	\$5,128.00	100.00%	\$0.00	\$0.00

204.00-S	Batt Insulation - Subcontract	\$5,128.00	\$5,128.00	\$0.00	\$5,128.00	100.00%	\$0.00	\$0.00
0-F10-07204.00-S	Batt Insulation - Subcontract	\$5,128.00	\$5,128.00	\$0.00	\$5,128.00	100.00%	\$0.00	\$0.00
	<b>TOTAL</b>	<b>\$313,644.00</b>	<b>\$287,844.00</b>	<b>\$25,800.00</b>	<b>\$313,644.00</b>	<b>100.00%</b>	<b>\$2,580.00</b>	<b>\$23,220.00</b>
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY







# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center  
Subcontractor: Regency Contracting Inc.  
Supplier #: 1053205  
Address: 1930 Watson Way, #1  
Vista, CA 92081  
Phone:  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2050 Main Street, Suite 800  
Irvine, CA 92614

Project Number: 10262  
Date of Application: 10/17/08  
Application Number: 7  
Period From: Period To: 10/31/08

## CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$287,670.00
OPUS APPROVED CHANGE ORDER thru # 5		\$60,947.00
CONTRACT AMOUNT TO DATE TOTAL		\$348,617.00

## 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

\$ 348,617  
\$ 34,861.70  
\$ 307,797.30  
\$ 34,861.70  
\$ 6,020  
\$ 313,755.30  
\$ 5,958.00

SUBCONTRACTOR:

Regency Contracting Inc.

Supplier #: 1053205

BY:

DATE:

10/17/08

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10262.10-B10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	2510		2510	100		
10262.10-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	5464		5464	100		
10262.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$108,231.00	106025	2206	106231	100	220.00	198540
10262.20-B10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	2510		2510	100		
10262.20-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	5464		5464	100		
10262.20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$108,232.00	106025	2207	106232	100	220.00	198630
10262.30-B10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	2510		2510	100		
10262.30-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	5464		5464	100		
10262.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$108,232.00	106025	2207	106232	100	220.00	198630
	Total	\$348,617.00	6020	348617	348617	100	442	348175
			H	I	J	K	L	M

Opus West Construction Corp

Contract # 25961

Job: 1026200

Do Not Use - See 01-30 Subjobs

Latest Invoice No.  
1008 1026200 APP 6

Latest Invoice Date  
11 25 2008

Total Gross Amount  
6,620.00

Total Retainage  
662.00

Total Discount  
.00

Total Payment Amount  
5,958.00

Please return attached release to:

Opus West  
2050 Main Street Ste 800  
Irvine, CA 92614

Check No. 115565 12/30/2008

1053205

Regency Contracting Inc

\$\*\*\*\*\*5,958.00

Opus West Construction Corp

Contract # 25961

Job: 1026200

Do Not Use - See 01-30 Subjobs

Latest Invoice No.  
1008 1026200 APP 6

Latest Invoice Date  
11 25 2008

Total Gross Amount  
6,620.00

Total Retainage  
662.00

Total Discount  
.00

Total Payment Amount  
5,958.00

Check No. 115565 12/30/2008

1053205

Regency Contracting Inc

\$\*\*\*\*\*5,958.00

# 'JBCONTRACT APPLICATION FOR PA' ENT

Project Name : <u>Horizon Tech Center</u>	Project Number : <u>10262</u>
Subcontractor : <u>Regency Contracting Inc.</u>	Date of Application : <u>23-Sep</u>
Supplier # : <u>1053205</u>	Application Number : <u>6</u>
Address : <u>1930 Watson Way, #J</u>	Period From : <u>9/1 - 9/30</u>
<u>Vista, CA 92081</u>	

Phone : \_\_\_\_\_

Remittance Address : OPUS West Construction Corporation

Attn : Accounts Payable  
2050 Main Street, Suite 800  
Irvine, CA 92614

## CONTRACT INFORMATION

ITEM	SALES TAX(\$)(If applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$287,670.00
OPUS APPROVED CHANGE ORDER THRU # <u>4</u>		\$27,345.00
CONTRACT AMOUNT TO DATE TOTAL		\$315,015.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date	\$ 341,997.00	
B Less Retainage <u>10 %</u>	\$ 34,199.70	
C Total Earned Less Retainage (A - B)		\$ 307,797.30
D Less Previous Billings (previous req's line C)	\$ 282,279.60	
E Current Payment Due (C - D)		\$ 25,517.70
F Balance to Finish, Plus Retainage (H - A + B)	\$ 34,199.70	
G Current Gross Amount Completed This Period	\$ 27,345.00	

SUBCONTRACTOR :

Regency Contracting Inc.

Supplier #: 1053205

BY :

[Signature]

DATE :

9/23/08

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A/H		G - K
10262.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$106,025.00	\$96,910.00	\$9,115.00	\$106,025.00	100.00%	\$911.50	\$8,203.50
10262.20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$106,025.00	\$96,910.00	\$9,115.00	\$106,025.00	100.00%	\$911.50	\$8,203.50
10262.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$106,025.00	\$96,910.00	\$9,115.00	\$106,025.00	100.00%	\$911.50	\$8,203.50
10262.10-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$2,510.00	100.00%	\$0.00	\$0.00
10262.20-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$2,510.00	100.00%	\$0.00	\$0.00
10262.30-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$2,510.00	100.00%	\$0.00	\$0.00
10262.10-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	\$5,128.00	\$336.00	\$5,464.00	100.00%	\$33.60	\$302.40

10-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	\$5,128.00	\$336.00	\$5,464.00	100.00%	\$33.60	\$302.40
10262.30-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	\$5,128.00	\$336.00	\$5,464.00	100.00%	\$33.60	\$302.40
	<b>TOTAL</b>	<b>\$341,997.00</b>	<b>\$313,644.00</b>	<b>\$28,353.00</b>	<b>\$341,997.00</b>	<b>100.00%</b>	<b>\$2,835.30</b>	<b>\$25,517.70</b>
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



- Opus West Construction Corp

Contract # 25961

Job: 1026200

Do Not Use - See 01-30 Subjobs

Latest Invoice No.  
0708 1026230 APP5

Latest Invoi  
07

Date  
2008

Total Gross Amount  
25,800.00

Total Retainag  
2,580.00

Total Discount  
.00

Total Payment Amount  
23,220.00

Check No. 109349 8/25/2008

1053205

Regency Contracting Inc

\$\*\*\*\*23,220.00

Opus West Construction Corp

Contract # 25961

Job: 1026200

Do Not Use - See 01-30 Subjobs

Latest Invoice No.  
0708 1026230 APP5

Latest Invoice Date  
07 25 2008

Total Gross Amount  
25,800.00

Total Retainage  
2,580.00

Total Discount  
.00

Total Payment Amount  
23,220.00

Check No. 109349 8/25/2008

1053205

Regency Contracting Inc

\$\*\*\*\*23,220



## SUBCONTRACTOR APPLICATION FOR PAYMENT

RECEIVED

DEC 05 2008

OPUS WEST-IRVINE

Project Name: Horizon Tech Center Project Number: 10262  
Subcontractor: Regency Contracting Inc. Date of Application: 12/4/08  
Supplier #: 1053205  
Address: 1930 Watson Way, #1 Application Number:  
Vista, CA 92081 Period From: 12/1/08 Period To: 12/31/08  
Phone :  
Remittance Address : OPUS West Construction Corporation  
Attn : Accounts Payable  
2050 Main Street, Suite 800  
Irvine, CA 92614

## CONTRACT INFORMATION

ITEM	SALES TAX \$(If applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$287,670.00
OPUS APPROVED CHANGE ORDER thru # 6		\$62,027.00
CONTRACT AMOUNT TO DATE TOTAL		\$349,697.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 349,697  
B Less Retainage 10 % \$ 34,970  
C Total Earned less Retainage (A - B) \$ 314,727  
D Less Previous Billings (previous req's line C) \$ 313,797<sup>30</sup>  
E Current Payment Due (C - D) \$ 929.70  
F Balance to Finish, Plus Retainage (H - A + B) \$ 34,970  
G Current Gross Amount Completed This Period \$ 1,080

SUBCONTRACTOR:

Regency Contracting Inc.

Supplier #: 1053205

BY:

DATE:

12/4/08

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10262.10-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	2510		I + G	A / H		J - K
10262.10-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	5464				251	
10262.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$108,231.00	108231				546	
10262.20-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	2510				10823	
10262.20-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	5464				251	
10262.20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$109,312.00	108232	1080			547	
10262.30-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	2510				10931	92970
10262.30-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	5464				251	
10262.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$108,232.00	108292				547	
	Total	\$349,697.00	349697	1080	349,697	100	108	92970
			H	I	J	K	L	M

Opus West Construction Corp		Contract # 25901	Job: 1020201	DO NOT Use - See 01-30 Subjobs	
Latest Invoice No. 1208 1026200 APP7	Latest Invoice Date 12 25 2008	Total Gross Amount 1,080.00	Total Retainage 108.00	Total Discount .00	Total Payment Amount 972.00

Please return attached release to:

Opus West  
2050 Main Street Ste 800  
Irvine, CA 92614

Check No. 116589    1/27/2009    1053205    Regency Contracting Inc    \$\*\*\*\*\*972.00

Opus West Construction Corp		Contract # 25961	Job: 1026200	Do Not Use - See 01-30 Subjobs	
Latest Invoice No. 1208 1026200 APP7	Latest Invoice Date 12 25 2008	Total Gross Amount 1,080.00	Total Retainage 108.00	Total Discount .00	Total Payment Amount 972.00

Check No. 116589    1/27/2009    1053205    Regency Contracting Inc    \$\*\*\*\*\*972.00

Opus West Construction Corp

Contract # 25961

Job: 1026200

Do Not Use - See 01-30

Latest Invoice No.

Latest Invoice Date  
01 25 2009

Total Gross Amount  
28,353.00

Total Retainage  
2,835.30

Total Discount  
.00

0109 1026200 APP8

**Please return attached release to:**

Opus West  
2050 Main Street Ste 800  
Irvine, CA 92614

Check No. 117635 2/25/2009

1053205

Regency Contracting Inc

\$\*\*\*\*25,517.70

Opus West Construction Corp

Contract # 25961

Job: 1026200

Do Not Use - See 01-30 Subjobs

Latest Invoice No.  
0109 1026200 APP8

Latest Invoice Date  
01 25 2009

Total Gross Amount  
28,353.00

Total Retainage  
2,835.30

Total Discount  
.00

Total Payment Amount  
25,517.70

Check No. 117635 2/25/2009

1053205

Regency Contracting Inc

\$\*\*\*\*25,517.70



# CONTRACT APPLICATION FOR PAYMENT

Project Name : Horizon Tech Center	Project Number : 10262	
Subcontractor : Regency Contracting Inc.	Date of Application	3/1/2009
Supplier # : 1053205	Application Number :	9
Address : 1930 Watson Way, #J	Period From :	3/15/2009
Vista, CA 92081		

Phone : \_\_\_\_\_

Remittance Address : OPUS West Construction Corporation  
 Attn : Accounts Payable  
 2050 Main Street, Suite 800  
 Irvine, CA 92614

## CONTRACT INFORMATION

ITEM	SALES TAX(\$ (if applicable))	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$287,670.00
OPUS APPROVED CHANGE ORDER THRU # 7		\$98,579.00
CONTRACT AMOUNT TO DATE TOTAL		\$386,249.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date	\$ 367,973.00	
B Less Retainage 10 %	\$ .00	
C Total Earned Less Retainage (A - B)		\$ 367,973.00
D Less Previous Billings (previous req's line C)	\$ 314,727.30	
E Current Payment Due (C - D)		\$ 53,245.70
F Balance to Finish, Plus Retainage (H - A + B)	\$ .00	
G Current Gross Amount Completed This Period	\$ 18,276.00	

SUBCONTRACTOR :

Regency Contracting Inc.

Supplier #: 1053205

BY :

DATE :

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A/H		G - K
10262.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$114,323.00	\$108,231.00	\$6,092.00	\$114,323.00	100.00%	\$0.00	\$6,092.00
10262.20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$115,404.00	\$109,312.00	\$6,092.00	\$115,404.00	100.00%	\$0.00	\$6,092.00
10262.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$114,324.00	\$108,232.00	\$6,092.00	\$114,324.00	100.00%	\$0.00	\$6,092.00
10262.10-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$2,510.00	100.00%	\$0.00	\$0.00
10262.20-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$2,510.00	100.00%	\$0.00	\$0.00
10262.30-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$2,510.00	100.00%	\$0.00	\$0.00
10262.10-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	\$5,464.00	\$0.00	\$5,464.00	100.00%	\$0.00	\$0.00
10262.20-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	\$5,464.00	\$0.00	\$5,464.00	100.00%	\$0.00	\$0.00



## SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center  
 Subcontractor: Regency Contracting Inc.  
 Supplier #: 1053205  
 Address: 1930 Watson Way, #J  
 Vista, CA 92081  
 Phone: \_\_\_\_\_

Project Number: 10262  
 Date of Application: 2/12/09  
 Application Number: 8  
 Period From: 2/1/09 Period To: 2/28/09

Remittance Address: OPUS West Construction Corporation  
 Attn: Accounts Payable  
 2050 Main Street, Suite 800  
 Irvine, CA 92614

## CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$287,670.00
OPUS APPROVED CHANGE ORDER thru # 7		\$80,303.00
CONTRACT AMOUNT TO DATE TOTAL		\$367,973.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 367,973  
 B Less Retainage 10 % \$ 36,797.30  
 C Total Earned less Retainage (A - B) \$ 331,175.70  
 D Less Previous Billings (previous req's line C) \$ 314,727.30  
 E Current Payment Due (C - D) \$ 16,448.40  
 F Balance to Finish, Plus Retainage (H - A + B) \$ 36,797.30  
 G Current Gross Amount Completed This Period \$ 18,276

SUBCONTRACTOR:

Regency Contracting Inc.

Supplier #: 1053205

BY:

DATE:

502200  
 2/12/09

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10262 10-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	2510		1+G	A/H		G-K
10262 10-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	5464		2510	100		
10262 10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$114,323.00	108231	6092	5464	100		
10262 20-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	2510		114323	100	60920	5482.80
10262 20-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	5464		2510	100		
10262 20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$115,404.00	109312	6092	5464	100		
10262 30-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	2510		115404	100	60920	5482.80
10262 30-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	5464		2510	100		
10262 30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$114,324.00	108232	6092	5464	100		
	Total	\$367,973.00	349697	18276	114324	100	60920	5482.80
			H	I	Q	A	J	K
								E

**LOCKHEED MARTIN  
TENANT IMPROVEMENT  
DOCUMENTS**



RECORDING REQUESTED BY

MAY 20, 2009 3:48 PM

AND WHEN RECORDED MAIL TO

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
DAVID L. BUTLER, COUNTY RECORDER  
FEES: 14.00

Name: **Regency Contracting, Inc.**  
Street  
Address: **1930 Watson Way, Ste. J**  
City, State  
& Zip: **Vista, CA 92081**

NOTICES: 1  
**PAGES: 1**



Space above this line for Recorder's use

## MECHANIC'S LIEN (Claim of Lien)

The undersigned, **Regency Contracting, Inc.**, referred to this claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the City of: **San Diego**, County of

**San Diego**, State of California and described as follows: **Lockheed Martin T.I.**  
**10301, 10325, 10343 Meanley Drive, San Diego, CA 92131**

After deducting all just credits and offsets, the sum of **\$134,882.82**, together with interest thereon at the rate of **10** per cent per annum from: **April 30 2009**, is due Claimant for the following labor, services, equipment and/or materials furnished by claimant: **Furnish and installed metal stud framing and drywall as per plan.**

The name of the person or company by whom Claimant was employed, or whom Claimant furnished the labor, services, equipment and/or materials is **Opus West Construction Corp.**

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: **Sequoia Realty Limited Partnership**  
**10350 Bren Road West, Minnetonka, MN 55343**

Name of Claimant: **Regency Contracting, Inc.**

By:

*[Signature]*

, Project Manager

### Verification

I, the undersigned, declare: I am the **Project Manager** of **Regency Contracting, Inc.** the Claimant named in the foregoing claim of mechanic's lien: I am authorized to make this Verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

5/20/2009

(Signature Date)

*[Signature]*

*[Signature]*

Signature of the Individual Who Verifies that the Contents of the Claim of Mechanic's Lien are True



RECEIVED

SEP 15 2008

OPUS WEST-IRVINE

Lockheed Martin TI / 11152.00

See subcontract sum breakdown /Drywall Partitions

Regency Contracting Inc. / Jeff Cole

Contact Phone # 7605994459

Contact Fax # 7605996643

Payment Terms: Standard

**SUBCONTRACT AGREEMENT (Labor and Materials)**

This Subcontract Agreement ("Subcontract") is made as of this 07th day of August, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2050 Main St., Suite 800, Irvine, CA 92614, and Regency Contracting Inc. ("Subcontractor") with its office located at 1930 Watson Way, #J, Vista, CA 92081.

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 Lockheed Martin TI ("Project"), located at 10301, 10325, 10343 Meanley Drive, San Diego, CA 92131 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. Owner. The Owner of the Project is ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:  
Architect of Record: Smith Consulting Architects  
Civil Engineer: PBS&J  
Structural Engineer of Record: Opus Architects & Engineers, Inc.
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before . 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 \$ 471,020.00 ("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 AR BC  
Andrew Ranallo

**CONTRACTOR**

OPUS West Construction Corporation

By: Jeffery Dickson

Jeffery Dickson

(Print Name)

Vice President of Construction

(Title)

(Date)

9/22/08

**SUBCONTRACTOR**

Regency Contracting Inc.

By: ED BLAIR

(Print Name)

(Title)

(Date)

President

9/12/08

ORIGINAL

## RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Regency Contracting Inc. dated 08/07/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

**I. Work/Subcontract Documents.**

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

Drawings and Specifications

Description	Number	Last Revision
Title Sheet	A TS1	07/15/2008
General Notes	A TS2	07/15/2008
Site Plan	A AS.1	07/15/2008
First Floor Exiting Plan	A EX.1	07/15/2008
Second Floor Exiting Plan	A EX.2	07/18/2008
First Floor Plan	A A1	07/15/2008
Second Floor Plan	A A2	07/15/2008
First Floor Reflected Ceiling Plan	A A2.1	07/15/2008
Second Floor Reflected Ceiling Plan	A A2.2	07/15/2008
Door Schedule/Details	A A3.1	07/15/2008
Details	A AD1	07/15/2008
First Floor Plan	B A1	07/15/2008
Second Floor Plan	B A2	07/15/2008
First Floor Reflected Ceiling Plan	B A2.1	07/15/2008
Second Floor Reflected Ceiling Plan	B A2.2	07/15/2008
Door Schedule/Details	B A3.1	07/15/2008
Details	B AD1	07/15/2008
Site Plan	B AS.1	07/15/2008
First Floor Exiting Plan	B EX.1	07/15/2008
Second Floor Exiting Plan	B EX.2	07/15/2008
Title Sheet	B TS1	07/15/2008
General Notes	B TS2	07/15/2008
First Floor Plan	C A1	07/15/2008
Second Floor Plan	C A2	07/15/2008
First Floor Reflected Ceiling Plan	C A2.1	07/15/2008
Second Floor Reflected Ceiling Plan	C A2.2	07/15/2008
Door Schedules/Details	C A3.1	07/15/2008
Details	C AD1	07/15/2008
Site Plan	C AS.1	07/15/2008
First Floor Exiting Plan	C EX.1	07/15/2008
Second Floor Exiting Plan	C EX.2	07/15/2008

Title Sheet	C TS1	07/15/2008
General Notes	C TS2	07/15/2008
Note Sheet	E1.1A	07/15/2008
Note Sheet	E1.1B	07/15/2008
Note Sheet	E1.1C	07/15/2008
Luminaire Schedule	E1.2A	07/15/2008
Luminaire Schedule	E1.2B	07/15/2008
Luminaire Schedule	E1.2C	07/15/2008
Title 24 Cals	E1.3A	07/15/2008
Title 24 Cals	E1.3B	07/15/2008
Title 24 Cals	E1.3C	07/15/2008
First Floor Lighting Plan	E2.1A	07/15/2008
First Floor Lighting Plan	E2.1B	07/15/2008
First Floor Lighting Plan	E2.1C	07/15/2008
Second Floor Lighting Plan	E2.2A	07/15/2008
Second Floor Lighting Plan	E2.2B	07/15/2008
Second Floor Lighting Plan	E2.2C	07/15/2008
First Floor Power Plan	E3.1A	07/15/2008
First Floor Power Plan	E3.1B	07/15/2008
First Floor Power Plan	E3.1C	07/15/2008
Second Floor Power Plan	E3.2A	07/15/2008
Second Floor Power Plan	E3.2B	07/15/2008
Second Floor Power Plan	E3.2C	07/15/2008
Roof Power Plan	E4.1A	07/15/2008
Roof Power Plan	E4.1B	07/15/2008
Roof Power Plan	E4.1C	07/15/2008
Singleline Diagram	E5.1A	07/15/2008
Singleline Diagram	E5.1B	07/15/2008
Singleline Diagram	E5.1C	07/15/2008
Panel Schedules	E6.1A	07/15/2008
Panel Schedules	E6.1B	07/15/2008
Panel Schedules	E6.1C	07/15/2008
Detail Sheet 1	E7.1A	07/15/2008
Detail Sheet 1	E7.1B	07/15/2008
Detail Sheet 1	E7.1C	07/15/2008
Detail Sheet 2	E7.2A	07/15/2008
Detail Sheet 2	E7.2B	07/15/2008
Detail Sheet 2	E7.2C	07/15/2008
Schedules	M-1A	07/15/2008
Schedules	M-1B	07/15/2008
Schedules	M-1C	07/15/2008

First Floor Plan	M-2A	07/15/2008
First Floor Plan	M-2B	07/15/2008
First Floor Plan	M-2C	07/15/2008
Second Floor Plan	M-3A	07/15/2008
Second Floor Plan	M-3B	07/15/2008
Second Floor Plan	M-3C	07/15/2008
First Floor Piping Plan	M-4A	07/15/2008
Roof Plan	M-4B	07/15/2008
First Floor Piping Plan	M-4C	07/15/2008
Second Floor Piping Plan	M-5A	07/15/2008
First Floor Piping Plan	M-5B	07/15/2008
Second Floor Piping Plan	M-5C	07/15/2008
Title 24 Calcs	M-6A	07/15/2008
Second Floor Piping Plan	M-6B	07/15/2008
Title 24 Calcs	M-6C	07/15/2008
Title 24 Calcs	M-7B	07/15/2008
Schedules, Notes, Details	PA-01	07/15/2008
First Floor Plan	PA-1.0	07/15/2008
Second Floor Plan	PA-1.1	07/15/2008
Schedules, Notes, Details	PB-01	07/15/2008
First Floor Plan	PB-1.0	07/15/2008
Second Floor Plan	PB-1.1	07/15/2008
Schedules, Notes, Details	PC-01	07/15/2008
First Floor Plan	PC-1.0	07/15/2008
Second Floor Plan	PC-1.1	07/15/2008

#### Field Bulletins

Date	Number	Name
N/A		

#### Supplemental Design Documents

Description	Date
Special Conditions of Subcontract	04/25/2007
Supplemental General Conditions of Subcontract	04/25/2007
General Conditions of Subcontract	04/25/2007

#### Other Documents

N/A

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

AK



### Modifications and Clarifications

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

- 1 Subcontractor shall provide a level 3 finish at all drywall that received wood panels, level 4 finish on all drywall that receives paint or direct applied wallcovering, and level 5 finish at all drywall ceilings and soffits.
- 2 Subcontractor shall ensure all wall framing and gypsum board is plumb and flat.
- 3 Subcontractor shall install all gypsum board at least a half inch (1/2") gap above the finished flooring elevation. This is to help prevent possible future water on the slab and/or concrete decks from soaking into the gypsum board wall finish. If Subcontractor install gypsum board without a half inch (1/2") gap above the finished flooring elevation and this gypsum board gets damaged by standing water that the gap would have prevented, the replacement of the gypsum board is at the sole cost of the Subcontractor.
- 4 Subcontractor shall provide smooth flat surface with no variation at ceiling to ensure flush installation of grid. Any walls which creates gaps at the ceiling grid as a result of drywall or tape not being flat shall be caulked at Subcontractor's expense.
- 5 Subcontractor acknowledges that the Contractor is going for a LEED Silver rating on the project. Subcontractor will therefore meet all the requirements and provide the necessary documentation to meet the LEED requirements.

This Subcontract excludes the following:

- A. Firestopping and/ or caulking of pipes, conduits, electrical boxes and ductwork.
- B. Wood of any sort.
- C. Performance or Payment Bond.
- D. General Building Permit.
- E. Fire spray and fire rating insulation per Detail 6/A6.1.
- F. Welding.
- G. Insulation

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

N/A

#### Schedule Notes

1. In accordance with requirements as described in the project schedule titled "Lockheed Martin Development Time Plan" with a run date of June 2, 2008 and as described in Contractor's periodic updates to the Project Schedule and Contractor's Superintendent's two and three week look ahead schedules.

2. Completion of all Tenant Improvement Drywall work for second floor building B 10/09/08
3. Completion of all Tenant Improvement Drywall work for first floor building B 10/16/08
4. Completion of all Tenant Improvement Drywall work for second floor building A 10/23/08
5. Completion of all Tenant Improvement Drywall work for first floor building A 10/30/08
6. Completion of all Tenant Improvement Drywall work for second floor building C 11/06/08
7. Completion of all Tenant Improvement Drywall work for first floor building C 11/13/08
8. Subcontractor shall make best efforts to accelerate schedule.

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

#### Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
11152.00	Lockheed Martin TI	Building A Partitions	\$107,171.00
11152.00	Lockheed Martin TI	Building A Metal stud Furring at perimeter	\$38,541.00
11152.00	Lockheed Martin TI	Building B Partitions	\$131,283.00
11152.00	Lockheed Martin TI	Building B Metal stud Furring at perimeter	\$21,199.00
11152.00	Lockheed Martin TI	Building C Partitions	\$128,775.00
11152.00	Lockheed Martin TI	Building C Metal stud Furring at perimeter	\$44,051.00
Total			\$ 471,020.00

#### Subcontract Sum Breakdown

Name	Account Code	Amount
Gypsum Board Systems - Subcontract	11152.00-F10-09000.00-S	\$471,020.00
Total		\$471,020.00

AL

#### 4. Unit Pricing.

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

The following unit prices shall be in effect until :

##### Unit Price List

Name	Rate	Quantity UOM
Carpenter	\$44.00	Hour
Foreman	\$55.00	Hour
Laborer	\$30.00	Hour

#### 5. Alternates.

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

##### Alternates

N/A

The alternate prices shall be in effect until :

Alternates Notes

END OF RIDER A

## RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Regency Contracting Inc. dated 08/07/2008. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

### Section 1. Licensing.

Subcontractor represents and warrants that it and each of its Sub-subcontractors are and will remain duly and validly licensed to the full extent required under all applicable Laws for the performance by each such party of their respective portion of the Work under this Subcontract, and that each such party shall maintain such required license(s) in good standing throughout the full and complete performance of the Work by such party hereunder. Subcontractor will submit proof of such licensure to Contractor upon request.

### Section 2. Change Orders.

Any "Change Order" shall be set forth in writing, on Contractor's form, signed by an authorized representative of Contractor, and shall be executed by Contractor prior to Subcontractor proceeding with the requested change in the Work under the applicable conditions of the Subcontract Documents.

### Section 3. Title to Work.

Title to all Work, including materials, equipment, and systems, covered by an Application for Payment, whether incorporated in the Project or not, will pass to Contractor and Owner upon the earlier of (a) receipt of such payment (net of any retainage), or (b) incorporation of such Work into the Project.

### Section 4. Indemnification

(a) Subject to Subsections (b) and (c) below, Subcontractor will defend, indemnify and hold harmless Contractor, Owner and Architect/Engineer, and their respective officers, directors, partners, members, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all claims, demands, obligations, actions, causes of action, damages, costs, losses, liabilities and expenses (including, without limitation, attorneys' fees and costs and other litigation, mediation, arbitration, or dispute resolution expenses), arising from or in any way connected with Subcontractor's performance or non-performance of this Subcontract (all of the foregoing being referred to as "Claims"). Any such defense of an Indemnitee will be provided by Subcontractor by legal counsel reasonably satisfactory to such Indemnitee. Subject to Subsections (b) and (c) below, Subcontractor's obligations to defend and indemnify (i) include (without limitation) all Claims, whether occurring before, during or after the performance of this Subcontract, which arise from or relate to the activities, products, actions or omissions of Subcontractor, its Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (collectively, the "Subcontractor Parties"); (ii) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor or any Subcontractor Party under workers' or workman's compensation acts, disability acts, other employee benefits acts, or any insurance required to be carried by Subcontractor under the Subcontract Documents; (iii) specifically and expressly include (without limitation) any Claims caused in part by the negligence (whether active or passive) or other misconduct of any Indemnitee; and (iv) shall be triggered by the assertion of a Claim against any Indemnitee without the requirement that it first be determined that Subcontractor or any Subcontractor Party was negligent or otherwise at fault or that the Claim has any merit. Subcontractor's failure to procure specific contractual liability and other types of insurance for the benefit of any Indemnitee, as required under the Subcontract Documents, will not render the foregoing provisions unenforceable under any applicable law.

(b) Notwithstanding the provisions of Subsection (a) above, Subcontractor is not obligated to indemnify an Indemnitee for a Claim which is ultimately determined, upon final adjudication, settlement or other resolution of the Claim ("Finally Determined"), to have been caused solely by the active negligence or willful misconduct of that Indemnitee; provided, however, that this exception does not limit or relieve Subcontractor's defense obligations prior to the Claim being so Finally Determined or Subcontractor's obligations to indemnify all other Indemnitees which are not Finally Determined to have participated in such negligence or misconduct.

(c) The parties intend that Subcontractor's indemnity and defense obligations under this Subcontract will be enforced to the fullest extent allowable under applicable laws, and agree that if any of the provisions of this Section are, to any extent, held to be invalid, illegal or unenforceable for any reason, any remaining portion thereof and all other provisions of this Section will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

### Section 5. Waiver.

Subcontractor hereby waives the benefits of, and Subcontractor's rights under, California Business and Professions Code Section 7108.5 to the fullest extent the same may be waived by Subcontractor under applicable Laws.

### Section 6. SWPPP.

Subcontractor shall comply with (i) all applicable water quality Laws, including those enforced by the California State Water Resources Control Board (the "SWRCB") and the Regional Water Quality Control Board (Region 9); (ii) the National Pollutant Discharge Elimination System and the Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (SWRCB Order No. 99-08-DWQ) and all amendments and modifications thereto; (iii) any Storm Water Pollution Prevention Plan applicable to the Project (as modified from time to time, the "SWPPP") and all associated Best Management Practices; and (iv) City and/or County ordinances, guidelines, and manuals applicable to stormwater discharges from construction sites. If Subcontractor observes any violation of any Laws, it shall immediately correct such violation. Any Work performed by Subcontractor that is not in compliance with applicable Laws shall be redone in compliance with applicable Laws at Subcontractor's sole expense. The SWPPP is a part of the Subcontract Documents.

### Section 7. California License Law.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION

pr

Lockheed Martin TI / 11152.00

Drywall Partitions

TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

Contractor's California License No.

509591

Subcontractor's California License No. \_\_\_\_\_

END OF RIDER B

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## RIDER C

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Regency Contracting Inc. dated 08/07/2008. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

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

## (a) Workers' Compensation

## Statutory Limits

Employer's Liability, including "Stop Gap" coverage and USL&H if applicable	\$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
Commercial General Liability (Electrical, HVAC, Plumbing, Fire Protection Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall Subcontractors)	\$5,000,000 each occurrence \$5,000,000 products/completed operations aggregate \$5,000,000 general aggregate minimum \$2,000,000 per project)
Commercial General Liability (All Other Subcontractors)	\$2,000,000 each occurrence \$2,000,000 products/completed operations aggregate \$2,000,000 general aggregate (per project)
Commercial Automobile Liability	\$1,000,000 any one accident or loss
Professional Liability (to the extent required of Subcontractor under the Subcontract Documents)	\$1,000,000 each claim \$1,000,000 annual aggregate

- (b) The Commercial General Liability insurance required under Paragraph 1(a) will (i) be on ISO Form CG 00 01 or its equivalent, (ii) include coverage for products/completed operations, (iii) be maintained for a period of three (3) years after completion of the Work, (iv) specifically cover as "insured contracts" the Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by the Subcontractor under the Subcontract Documents and (v) provide a \$2,000,000 minimum general aggregate limit of liability on a per project basis.

The Commercial Automobile Liability insurance required under Paragraph 1(a) will include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's Work, shall be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.

- (c) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- (d) The Subcontractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add the Contractor and the Owner (and others as specifically required by the Subcontract Documents) as "additional insureds". Such insurance afforded to the Contractor and the Owner as "additional insureds" under the Subcontractor's policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner. The "additional insured" endorsement to Subcontractor's Commercial General Liability policy will be on ISO Form 20 10 07 04 and 20 37 07 04 or their equivalent and will include coverage for ongoing and completed operations.
- (e) All insurance policies required under Paragraph 1 or the Subcontract Documents will (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be cancelled or restrictive modifications added, without thirty (30) days prior written notice by certified mail to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required herein, Contractor may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.
- (f) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance will be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties status as "additional insureds".
- (g) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required herein is received by Contractor.
- (h) It is understood and agreed that the insurance coverages and limits required by this Subcontract shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Subcontract documents or under law.

2 Contractor's Builder's Risk Insurance.

- 2.1 Unless otherwise provided in the Subcontract Documents, Contractor will cause builder's risk insurance to be purchased and maintained with a "causes of loss" or equivalent policy form covering work to be performed by Contractor (including those working for or under Contractor) at the Project Site to the full insurable value thereof, on a replacement cost basis and subject to reasonable deductibles. Covered "causes of loss" means risks of direct physical loss or damage to covered property unless specifically excluded or limited under the policy. This insurance will include the interests of Owner, Contractor, Subcontractor and Sub-subcontractors in respect to the work to be performed by Contractor at the Project, and shall insure against perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, temporary falsework, shoring and forms and debris removal, and such other matters as are insured against in the form of the policy maintained by Contractor. Unless specifically provided in writing, such insurance will not include coverage for any property, structure(s) and contents (whether real or personal) owned by the Owner or third parties existing as of commencement of Contractor's work or otherwise. Contractor will carry earthquake and flood insurance if Contractor deems it appropriate.

To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of Subcontractor, Contractor or Owner or their respective subcontractors and agents, Contractor and Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and any of its contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

If (i) the Project suffers an insurable loss, (ii) the loss is due in part to the negligence of Subcontractor and (iii) an insurance deductible amount (not to exceed \$10,000.00) is applied to the loss payable under builder's risk or other property insurance applicable to the Project, Subcontractor will be liable to Contractor for the deductible amount; however, Contractor may, in its discretion, apportion the deductible amount among other parties responsible for the loss. Subcontractor will promptly pay Contractor, upon demand, for any such deductible amount, and Contractor may offset the deductible amount against any amounts due Subcontractor under the Subcontract. Neither Contractor nor Owner represents that builder's risk or property insurance, if any, applicable to the Project or the Work is adequate to protect the interests of Subcontractor. It is Subcontractor's obligation to determine whether it should purchase and maintain supplementary property insurance to protect its interests in the Work.

- 2.2 Any insured loss is to be adjusted by Owner and Contractor and made payable to Contractor, as trustee, or to Owner and Contractor, as joint trustees for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage or loss payable clause.
- 2.3 Subcontractor hereby releases and agrees to defend and indemnify Contractor and Owner from all claims for loss or damage to or loss of use of Subcontractor's property in or about the Project Site and shall purchase such insurance in respect thereto as Subcontractor deems appropriate. Subcontractor shall require a similar release and indemnity by Sub-subcontractors.

END OF RIDER C

AK



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 09/09/2008

Change Order #: 1

To Subcontract Agreement dated: 08/07/2008

TO: Regency Contracting Inc.  
1930 Watson Way, #J  
Vista, CA 92081

PROJECT: Lockheed Martin TI  
10301, 10325, 10343 Meanley Drive  
San Diego, CA 92131

Drywall Partitions

CON-11152.00-5

See subcontract sum breakdown

CHANGE DETAILS

Item	Description	Amount
1	This change order is to change the modifications and clarifications scope of the contract for line item number one. The statement "all ceilings and soffits will receive a level 5 finish" will be changed to "all ceilings and soffits will receive a level 4 finish" per the architect.	\$0.00
		\$0.00

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
11152.00-F10-09000.00-S	\$471,020.00	\$0.00	\$471,020.00
	\$471,020.00	\$0.00	\$471,020.00
Original Contract Amount.....			\$471,020.00
Previously Approved Change Orders.....			\$0.00
Amount this Change Order.....			\$0.00
Contract Amount to Date.....			\$471,020.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.

  
Ed Buice 9/12/08  
Printed Name Date

OPUS West Construction Corporation

Andrew Ranallo

Printed Name

Date

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





OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

RECEIVED

OCT 21 2008

OPUS WEST-IRVINE

Change Order Date: 10/16/2008

Change Order #: 2

To Subcontract Agreement dated: 08/07/2008

Drywall Partitions

CON-11152.00-5

See subcontract sum breakdown

TO: Regency Contracting Inc.  
1930 Watson Way, #J  
Vista, CA 92081

PROJECT: Lockheed Martin TI  
10301, 10325, 10343 Meanley Drive  
San Diego, CA 92131

CHANGE DETAILS

Item	Description	Amount
1	Cost increase due to the changes made in Field Bulletin 3.	\$6,380.00
		<u>\$6,380.00</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
11152.00-F10-09000.00-S	\$471,020.00	\$6,380.00	\$477,400.00
	<u>\$471,020.00</u>	<u>\$6,380.00</u>	<u>\$477,400.00</u>
Original Contract Amount.....			\$471,020.00
Previously Approved Change Orders.....			\$0.00
Amount this Change Order.....			\$6,380.00
Contract Amount to Date.....			\$477,400.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.

OPUS West Construction Corporation

ED BUIE  
Printed Name

10/17/08  
Date

Andrew Ranallo  
Printed Name

10/22/08  
Date

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

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OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

RECEIVED

NOV 07 2008

OPUS WEST-IRVINE

Change Order Date: 10/29/2008

Change Order #: 3

To Subcontract Agreement dated: 08/07/2008

Drywall Partitions

CON-11152.00-5

See subcontract sum breakdown

TO: Regency Contracting Inc.  
1930 Watson Way, #J  
Vista, CA 92081

PROJECT: Lockheed Martin TI  
10301, 10325, 10343 Meanley Drive  
San Diego, CA 92131

CHANGE DETAILS

Item	Description	Amount
1	Cost to change Building B lobby, demo work throughout Building B and build up the window sills.	\$22,674.00
		<u>\$22,674.00</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
11152.00-F10-09000.00-S	\$477,400.00	\$22,674.00	\$500,074.00
	<u>\$477,400.00</u>	<u>\$22,674.00</u>	<u>\$500,074.00</u>

Original Contract Amount.....	\$471,020.00
Previously Approved Change Orders.....	\$6,380.00
Amount this Change Order.....	\$22,674.00
Contract Amount to Date.....	\$500,074.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.

OPUS West Construction Corporation

ED BLAIR

11/16/08

Printed Name

Date

Andrew Ranallo

Printed Name

Date

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



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

RECEIVED

JAN 07 2009

OPUS WEST-IRVINE

Change Order Date: 12/15/2008

Change Order #: 4

To Subcontract Agreement dated: 08/07/2008

TO: Regency Contracting Inc.  
1930 Watson Way, #J  
Vista, CA 92081

PROJECT: Lockheed Martin TI  
10301, 10325, 10343 Meanley Drive  
San Diego, CA 92131

Drywall Partitions  
CON-11152.00-5

See subcontract sum breakdown

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide all material, labor, equipment for the added metal stud framing and drywall in the new kitchen in Building B. This Work includes but is not limited to the added soffits shown on submittal plans, demolition, cabinet backing, infill existing door, patch Work, framing for the new shaft above kitchen on the second floor and firestop.	\$16,720.00
		<hr/> \$16,720.00

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
11152.00-F10-09000.00-S	\$500,074.00	\$16,720.00	\$516,794.00
	\$500,074.00	\$16,720.00	\$516,794.00
Original Contract Amount.....			\$471,020.00
Previously Approved Change Orders.....			\$29,054.00
Amount this Change Order.....			\$16,720.00
Contract Amount to Date.....			\$516,794.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.

OPUS West Construction Corporation

Printed Name

Date

Printed Name

Date

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



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 01/28/2009

Change Order #: 5

To Subcontract Agreement dated: 08/07/2008

Drywall Partitions

CON-11152.00-5

See subcontract sum breakdown

TO: Regency Contracting Inc.  
1930 Watson Way, #J  
Vista, CA 92081

PROJECT: Lockheed Martin TI  
10301, 10325, 10343 Meanley Drive  
San Diego, CA 92131

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide rework of existing wall at room B253 to meet mullion in lieu of architectural detail shown on Drawings.	\$3,418.00
2	Subcontractor shall furr out existing conference room curtain wall as detail was missed on architectural drawings.	\$1,800.00
3	Subcontractor shall relocate core and shell exit signs at exterior stairwells for all three buildings due to TI design.	\$2,807.00
4	Subcontractor shall rework window framing due to revised sill detail as shown on drawings.	\$8,399.00
5	Subcontractor shall tape and finish walls full height at room B232 and B236, B113, and B130 due to conflicts.	\$2,801.00
6	Subcontractor shall fur out storage room wall as requested by superintendent for all buildings.	\$5,911.00
7	Subcontractor shall provide relocation of walls as described in Field Bulletin #2	\$2,160.00
8	Subcontractor shall patch electrical outlets due to relocation by Tenant	\$22,855.00
9	Frame false columns in sill lab per architectural field bulletin.	\$2,762.00
10	Subcontractor shall tape and finish drywall at exterior stairs to level IV finish.	\$3,390.00
		<hr/> \$56,303.00

SCHEDULE

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

CONTRACT SUMMARY

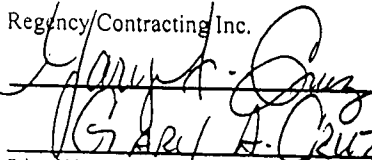
Cost Code	Previous Amount	This Change Order	Current Contract Amount
11152.00-F10-09000.00-S	\$516,794.00	\$56,303.00	\$573,097.00
	<hr/> \$516,794.00	<hr/> \$56,303.00	<hr/> \$573,097.00

Original Contract Amount.....	\$471,020.00
Previously Approved Change Orders.....	\$45,774.00
Amount this Change Order.....	\$56,303.00
Contract Amount to Date.....	\$573,097.00


ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.

  
\_\_\_\_\_  
Printed Name Date 2/2/09

OPUS West Construction Corporation

  
\_\_\_\_\_  
Printed Name Date

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



### 3 CONTRACT APPLICATION FOR PAYMENT

Project Number : 11152  
Date of Application : 9/12/09  
Application Number : 1  
Period From : Period To : 9/30/08

ITEM	SALES TAX(\$) (If applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		
OPUS APPROVED CHANGE ORDER THRU #		\$471,020.00
CONTRACT AMOUNT TO DATE TOTAL		\$471,020.00

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 (G - A + B)  
G Current Gross Amount Completed This Period

DATE :

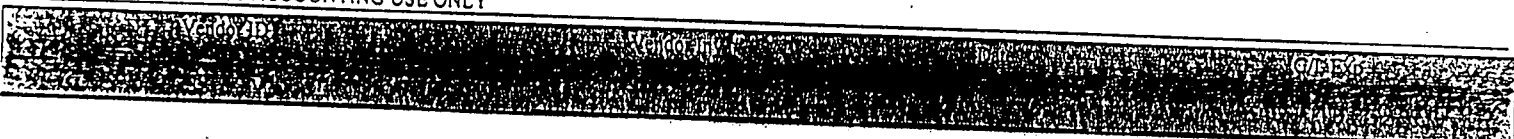
Supplier :# 1053205

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

BE COMPLETE IN ORDER FOR THIS PAYMENT TO BE PROCESSED BY OPUS								
Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete I + G	Percent Complete A / H	Retainage This Application	Net Payment G - K
11152.00-F10-09000.00	Gyp Board Systems	\$471,020.00		165,000	165,000	.35		
TOTAL		\$471,020.00		165,000	165,000	.35	14,500	148,500
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



Opus West Construction Corp

Latest Invoice No.  
0908 1115200 APP1

Contract #	29185	Job:	1115200	Lockheed Martin TI					
Latest Invoice Date	09 25 2008	Total Gross Amount	165,000.00	Total Retainage	16,500.00	Total Discount	.00	Total Payment Amount	148,500.00

**Please return attached release to:**

Opus West  
2050 Main Street Ste 800  
Irvine, CA 92614

Check No. 112501    10/23/2008    1053205    Regency Contracting Inc    \$\*\*\*148,500.00

Opus West Construction Corp	Contract #	29185	Job:	1115200	Lockheed Martin TI					
Latest Invoice No. 0908 1115200 APP1	Latest Invoice Date	09 25 2008	Total Gross Amount	165,000.00	Total Retainage	16,500.00	Total Discount	.00	Total Payment Amount	148,500.00

Check No. 112501    10/23/2008    1053205    Regency Contracting Inc    \$\*\*\*148,500.00



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Lockheed Martin TI Project Number: 11152  
Subcontractor: Regency Contracting Inc. Date of Application: 10/17/08  
Supplier #: 1053205 Application Number: 2  
Address: 1930 Watson Way, SJ Period From: Period To: 10/31/08  
Vista, CA 92081  
Phone: 7605994459  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2050 Main Street Suite 800  
Irvine, CA 92614

## CONTRACT INFORMATION

ITEM	SALES TAX (If applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$471,020.00
OPUS APPROVED CHANGE ORDER thru # 2		\$6,380.00
CONTRACT AMOUNT TO DATE TOTAL		\$477,400.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$386,380  
B Less Retainage 10 % \$38,638  
C Total Earned less Retainage (A - B) \$347,742  
D Less Previous Billings (previous req's line C) \$148,500  
E Current Payment Due (C - D) \$199,242  
F Balance to Finish, Plus Retainage (H - A + B) \$129,658  
G Current Gross Amount Completed This Period \$221,380  
SUBCONTRACTOR: Regency Contracting Inc. Supplier #: 1053205  
BY: [Signature]  
DATE: 10/17/08

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
11152.00-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$477,400.00	105000	221380	386380	80	22138	199242
	Total	\$477,400.00	105000	221380	386380	80	22138	199242
		H	I	G	A	J	K	F

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



Opus West Construction Corp

Latest Invoice No.  
0109 1115200 APP4

Contract # 29185

Job: 1115200

Lockheed Martin TI

Latest Invoice Date  
01 25 2009

Total Gross Amount  
221,380.00

Total Retainage  
22,138.00

Total Discount  
.00

Total Payment Amount  
199,242.00

Please return attached release to:

Opus West  
2050 Main Street Ste 800  
Irvine, CA 92614

Check No. 117636 2/25/2009

1053205

Regency Contracting Inc

\$\$\$199,242.00

Opus West Construction Corp

Contract # 29185

Job: 1115200

Lockheed Martin TI

Latest Invoice No.  
0109 1115200 APP4

Latest Invoice Date  
01 25 2009

Total Gross Amount  
221,380.00

Total Retainage  
22,138.00

Total Discount  
.00

Total Payment Amount  
199,242.00

Check No. 117636 2/25/2009

1053205

Regency Contracting Inc

\$\$\$199,242.00



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Lockheed Martin TI  
Subcontractor: Regency Contracting Inc.  
Supplier #: 1053205  
Address: 1930 Watson Way, #J  
Vista, CA 92081  
Phone: 7605994459  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2050 Main Street Suite 800  
Irvine, CA 92614

Project Number: 11152  
Date of Application: 11/20/08  
Application Number: 3  
Period From: Period To: 11/30/08

## CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$471,020.00
OPUS APPROVED CHANGE ORDER thru # 3		\$29,054.00
CONTRACT AMOUNT TO DATE TOTAL		\$500,074.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 500,074  
B Less Retainage 10 % \$ 50,008  
C Total Earned less Retainage (A - B) \$ 450,066  
D Less Previous Billings (previous req's line C) \$ 347,742  
E Current Payment Due (C - D) \$ 102,324  
F Balance to Finish, Plus Retainage (H - A + B) \$  
G Current Gross Amount Completed This Period \$

SUBCONTRACTOR: Regency Contracting Inc. Supplier #: 1053205  
BY: [Signature]  
DATE: 11/15/08

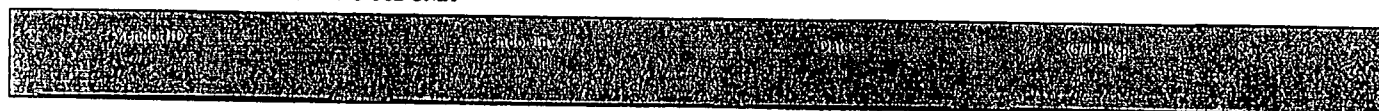
## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
11152.00-P10-09000.00-S	Gypsum Board Systems - Subcontract	\$500,074.00	386,930	113,694	500,074	100	113,70	102,324
	Total	\$500,074.00						
		H	I	G	A	J	K	E

Entered By: Accounting Date Approved By: Project Manager Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY





Opus West Construction Corp

Contract # 29185

Job: 1115200

Lockheed Martin TI

Latest Invoice No.  
1108 1115200 APP3

Latest Invoice Date  
11 25 2008

Total Gross Amount  
113,694.00

Total Retainage  
11,369.40

Total Discount  
.00

Total Payment Amount  
102,324.60

Please return attached release to:

Opus West  
2050 Main Street Ste 800  
Irvine, CA 92614

Check No. 115568 12/30/2008

1053205

Regency Contracting Inc

\$\$\$102,324.60

Opus West Construction Corp

Contract # 29185

Job: 1115200

Lockheed Martin TI

Latest Invoice No.  
1108 1115200 APP3

Latest Invoice Date  
11 25 2008

Total Gross Amount  
113,694.00

Total Retainage  
11,369.40

Total Discount  
.00

Total Payment Amount  
102,324.60

Check No. 115568 12/30/2008

1053205

Regency Contracting Inc

\$\$\$102,324.60



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Lockheed Martin TI  
Subcontractor: Regency Contracting Inc.  
Supplier #: 1053205  
Address: 1930 Watson Way, #J  
Vista, CA 92081  
Phone: 7605994459  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2050 Main Street Suite 800  
Irvine, CA 92614

Project Number: 11152  
Date of Application: 2/12/09  
Application Number: 4  
Period From: 2/1/09 Period To: 2/28/09

## CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		
OPUS APPROVED CHANGE ORDER thru # 5		\$471,020.00
CONTRACT AMOUNT TO DATE TOTAL		\$102,077.00
		\$573,097.00

## 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

\$ 573,097  
\$ 57,309.70  
\$ 450,000.00  
\$ 57,309.70  
\$ 73,023

\$ 575,787.30  
\$ 65,720.70

SUBCONTRACTOR:

BY:

DATE:

Regency Contracting Inc.

Supplier #: 1053205

2/12/09

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
11152-00-F10-09000-00-S	Gypsum Board Systems - Subcontract	\$573,097.00	500074	73023	573097	100	7,302.30	65720.70
	Total	\$573,097.00	500074	73023	573097	100	7302.30	65720.70

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

# SUBCONTRACT APPLICATION FOR PAYMENT

Project Name : Lockheed Martin TI	Project Number : 11152	
Subcontractor : Regency Contracting Inc.	Date of Application	15-Apr
Supplier # : 1053205	Application Number :	5
Address : 1930 Watson Way, #J	Period From :	job complete
Vista, CA 92081		

Phone : \_\_\_\_\_

Remittance Address : OPUS West Construction Corporation  
 Attn : Accounts Payable  
 2050 Main Street Suite 800  
 Irvine, CA 92614

## CONTRACT INFORMATION

ITEM	SALES TAX(\$)(if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$471,020.00
OPUS APPROVED CHANGE ORDER THRU # 4		\$113,929.42
CONTRACT AMOUNT TO DATE TOTAL		\$584,949.42

## APPLICATION INFORMATION

A Total Completed & Stored to Date	\$ 584,949.42	
B Less Retainage 10 %	\$ .00	
C Total Earned Less Retainage (A - B)		\$ 584,949.42
D Less Previous Billings (previous req's line C)	\$ 450,066.60	
E Current Payment Due (C - D)		\$ 134,882.82
F Balance to Finish, Plus Retainage (H - A + B)	-\$ 68,155.42	
G Current Gross Amount Completed This Period	\$ .00	

SUBCONTRACTOR :

Regency Contracting Inc.

Supplier #: 1053205

BY :

DATE :

*[Signature]*  
 4/15/09

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A/H		G - K
11152.00-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$584,949.42	\$584,949.42	\$0.00	\$584,949.42	100.00%	\$0.00	\$0.00
	<b>TOTAL</b>	\$584,949.42	\$584,949.42	\$0.00	\$584,949.42	113.19%	\$0.00	\$0.00
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Name	ID#	G/L Exp
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# Regency Contracting, Inc.

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

OPUS WEST CONSTRUCTION  
2050 MAIN STREET, SUITE 800  
IRVINE, CA 92614

DATE: 4/10/2009  
INVOICE # 1434

## INVOICE

JOB: LOCKHEED MARTIN TI  
MEANLY DRIVE  
SAN DIEGO, CA

BILLING			
DATE	DETAILS	P.O. #	CHARGES
	CO #14		\$ 2,288.02
Totals.			\$ 2,288.02

Please pay this amount:  
Terms: DUE ON RECEIPT

When sending payment, include the invoice number on the check. Thank you.

# Regency Contracting, Inc.

1930 WATSON WAY, STE. J • VISTA, CA 92083 • TEL (760)-599-4459 • FAX (760)-599-6643

March 18, 2009

Opus West Construction

Attn: Andrew Ranallo

Re: Lockheed Martin  
Horizon Tech Center  
San Diego, CA

## Request for Change Order No. 14

Regency Contracting, Inc. agrees to complete to following scope of work, with exceptions, in a timely manner providing all material, equipment and insurances as outlined below.

### SCOPE OF WORK:

Extra Work Authorization Number L 44	LABOR 25 hours @ \$45/hr	\$ 1,125
Dated 03/16/09	MATERIAL	\$ 38.02
Extra Work Authorization Number L 45	LABOR 25 hours @ \$45/hr	\$ 1,125
Dated 03/16/09	MATERIAL	\$ 00.00

Total: \$ 2,288.02

### PAYMENT TERMS:

As per contract

Accepted by

Date

\_\_\_\_\_

# Regency Contracting, Inc.

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

## EXTRA WORK AUTHORIZATION

DATE 3/16/09 NO. L 45

CONTRACTOR OPUS

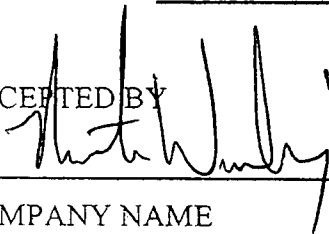
JOB NAME Lockheed Martin

JOB ADDRESS Miramosa

WORK TO BE DONE Repair trade damage in all  
Stairways BLS. A, B, C.

LABOR	<u>25 hrs @ \$45.00 per hour 1,125</u>	TOTALS
MATERIAL	_____	<u>25</u>
EQUIPMENT	_____	_____
SUBS	_____	_____

ACCEPTED BY



OWCC Supt. acknowledges that work  
was completed. OWCC Supt. does not  
acknowledge unit prices or cost.

PLUS 15% O & P

GRAND TOTAL \$1,125

COMPANY NAME

Opus

STANDARD LABOR \$62.50/HR

MATERIAL, EQUIPMENT, SUBS COST +20+1

ADDITIONAL MOVE-ONS \$400

# Regency Contracting, Inc.

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

## EXTRA WORK AUTHORIZATION

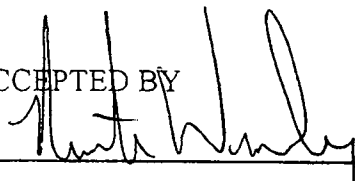
DATE 3/16/09 NO. L 44  
 CONTRACTOR Opus  
 JOB NAME Lockheed Martin  
 JOB ADDRESS Miramosa

WORK TO BE DONE Bl. B Kitchen add expansion joint  
due to wall paper and paint, touch up trade  
damage in kitchen for wallpaper and paint.

Material: 1 expansion joint 2 Bags hot mud  
1 Box mud.

LABOR	<u>25 hrs @ \$45. per hour 1,125</u>	TOTALS
MATERIAL		<u>25 \$1,125</u>
EQUIPMENT		<u>38.02</u>
SUBS		

ACCEPTED BY



OWCC Supt. acknowledges that work  
 was completed. OWCC Supt. does not  
 acknowledge unit prices or cost.

PLUS 15% O &amp; P

GRAND TOTAL

\$1,163.02

COMPANY NAME

Opus

STANDARD LABOR \$62.50/HR

MATERIAL, EQUIPMENT, SUBS COST +20+ /

ADDITIONAL MOVE-ONS \$400

# Regency Contracting, Inc.

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

OPUS WEST CONSTRUCTION  
2050 MAIN STREET, SUITE 800  
IRVINE, CA 92614

DATE: 3/10/2009  
INVOICE # 1426

## INVOICE

JOB: LOCKHEED MARTIN  
HORIZON TECH  
SAN DIEGO, CA

BILLING			
DATE	DETAILS	P.O. #	CHARGES
	CO #10		\$ 1,469.12
	CO #11		\$ 2,876.92
	CO #12		\$ 2,700.00
	CO #13		\$ 1,438.36
Totals:			\$ 8,484.40

Please pay this amount:  
Terms: DUE ON RECEIPT

When sending payment, include the invoice number on the check. Thank you.



# Regency Contracting, Inc.

1930 WATSON WAY, STE. J • VISTA, CA 92083 • TEL (760)-599-4459 • FAX (760)-599-6643

February 4, 2009

Opus West Construction

Attn: Andrew Ranallo

Re: Lockheed Martin  
Horizon Tech Center  
San Diego, CA

## Request for Change Order No. 10

Regency Contracting, Inc. agrees to complete to following scope of work, with exceptions, in a timely manner providing all material, equipment and insurances as outlined below.

### SCOPE OF WORK:

Extra Work Authorization Number L 37	LABOR 31 hours @ \$45/hr	\$ 1,395
Dated 12/30/08	MATERIAL	\$ 74.12

Total: \$ 1,469.12

### PAYMENT TERMS:

As per contract

Accepted by

Date

# Regency Contracting, Inc.

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

## EXTRA WORK AUTHORIZATION

DATE 1/12/09 NO. L 37  
 CONTRACTOR ODUS  
 JOB NAME Lock head  
 JOB ADDRESS Miraflores  
B1. B punch list

WORK TO BE DONE Room #132 Patch hole in Back of door. 3 hrs  
Fix Base board in Room's 102, 134, 135, and 125 6 hrs  
Room # 131 Patch wall due to gas pipe 8 hrs  
Room # 107 Laminate column duct to ~~electrical~~ 8 hrs  
Room # 234 Exit sign repair 2 hrs  
touch up columns for wall paper, ~~touch up~~ 4 hrs  
~~touch up~~  
Material: 1 Sheet Drywall 5/8, 12'. 2 Stick's corner head  
2 Bag's hot mud, 1 Box mud. Sand paper, mesh tape

LABOR	<u>31 hrs @ \$45</u>	TOTALS
MATERIAL	<u></u>	<u>1,395</u>
EQUIPMENT	<u></u>	<u>74.12</u>
SUBS	<u></u>	<u></u>

ACCEPTED BY 

COMPANY NAME 

PLUS 15% O & P  
 GRAND TOTAL \$1,469.12

STANDARD LABOR \$62.50/HR  
 MATERIAL, EQUIPMENT, SUBS COST +20%  
 ADDITIONAL MOVE-ONS \$400

# Regency Contracting, Inc.

1930 WATSON WAY, STE. J • VISTA, CA 92083 • TEL (760)-599-4459 • FAX (760)-599-6643

Friday, February 06, 2009

Opus West Construction

Attn: Andrew Ranallo

Re: Lockheed Martin  
Horizon Tech Center  
San Diego, CA

## Request for Change Order No. 11

Regency Contracting, Inc. agrees to complete to following scope of work, with exceptions, in a timely manner providing all material, equipment and insurances as outlined below.

### SCOPE OF WORK:

Extra Work Authorization Number L 38	LABOR 19 hours @ \$45/hr	\$ 1,395
Dated 01/29/09	MATERIAL	\$ 16.90
Extra Work Authorization Number L 39	LABOR 16 hours @ \$45/hr	\$ 720
Dated 01/29/09	MATERIAL	\$ 25.02
Extra Work Authorization Number L 40	LABOR 16 hours @ \$45/hr	\$ 720
Dated 01/29/09	MATERIAL	\$ 00.00

Total: \$ 2,876.92

### PAYMENT TERMS:

As per contract

Accepted by

Date

License #659926

# Regency Construction

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

## EXTRA WORK AUTHORIZATION

DATE

1-29-09

NO.

L 38

CONTRACTOR

CDWS

JOB NAME

Lock head

JOB ADDRESS

Mira mesa

WORK TO BE DONE

Bl. A Completion list/trade damage  
throw out Bliding.

Material: 1 Bag bet wcd, Box wcd

OWCC Supt. acknowledges that work  
was completed. OWCC Supt. does not  
acknowledge unit prices or cost.

19 hrs @ \$45.00 = 855

LABOR

MATERIAL

EQUIPMENT

SUBS

TOTALS

19 \$855

16.90

ACCEPTED BY



COMPANY NAME

CDWS

PLUS 15% O &amp; P

GRAND TOTAL \$871.90

STANDARD LABOR \$62.50/HR

MATERIAL, EQUIPMENT, SUBS COST +15%

ADDITIONAL MOVE-ONS \$400

License #659926

# Regency Construction

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

## EXTRA WORK AUTHORIZATION

DATE 1-29-09CONTRACTOR OpvsNO. L39JOB NAME Lock headJOB ADDRESS MiramesaWORK TO BE DONE BLB Completion list / Trade damage  
Throw out BlvildingMaterial: 1 Bag hotmud, 1 Box mud, Sand paperOWCC Supt. acknowledges that work  
was completed. OWCC Supt. does not  
acknowledge unit prices or cost.Only pay 16 hrs per Bld  
Beams we had to walk the Bldg for Tron  
(Superintendent + Labor Foreman + Asst Super)LABOR 16 hrs @ \$45.00

TOTALS

MATERIAL

24 \$720

EQUIPMENT

25.02

SUBS

ACCEPTED BY

PLUS 15% O &amp; P

GRAND TOTAL 745.02

COMPANY NAME

STANDARD LABOR \$62.50/HR  
MATERIAL, EQUIPMENT, SUBS COST +15%  
ADDITIONAL MOVE-ONS \$400

License #659926

# Regency Construction

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6613

## EXTRA WORK AUTHORIZATION

DATE

1-29-04

CONTRACTOR

0005

NO.

L 40

JOB NAME

lock head

JOB ADDRESS

Miramasa

WORK TO BE DONE

B/C

Completion list / Trade Damage

Only pay 16 hrs because  
we had to supervise all Trades

16 hrs @ \$45 per hour

\$720

LABOR

TOTALS

MATERIAL

16

EQUIPMENT

OWCC Supt. acknowledges that work  
was completed. OWCC Supt. does not  
acknowledge unit prices or cost.

SUBS

ACCEPTED BY

PLUS 15% O &amp; P

GRAND TOTAL \$720.00

COMPANY NAME

STANDARD LABOR \$62.50/HR  
MATERIAL, EQUIPMENT, SUBS COST +15%  
ADDITIONAL MOVE-ONS \$400

# Regency Contracting, Inc.

1930 WATSON WAY, STE. J • VISTA, CA 92083 • TEL (760)-599-4459 • FAX (760)-599-6643

February 6, 2009

Opus West Construction

Attn: Andrew Ranallo

Re: Lockheed Martin  
Horizon Tech Center  
San Diego, CA

Request for Change Order No. 12

Regency Contracting, Inc. agrees to complete to following scope of work, with exceptions, in a timely manner providing all material, equipment and insurances as outlined below.

**SCOPE OF WORK:**

Extra Work Authorization Number L 41	LABOR 24 hours @ \$45/hr	\$ 1,080
Dated 01/29/09	MATERIAL	\$ 00.00
Extra Work Authorization Number L 42	LABOR 36 hours @ \$45/hr	\$ 1,620
Dated 01/29/09	MATERIAL	\$ 00.00

Total: \$ 2,700.00

**PAYMENT TERMS:**

As per contract

Accepted by

Date

\_\_\_\_\_

\_\_\_\_\_

License #659926

# Regency Construction

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

## EXTRA WORK AUTHORIZATION

DATE

1-29-09

CONTRACTOR

OPUS

NO.

C41

JOB NAME

Lock head

JOB ADDRESS

Minnesa

WORK TO BE DONE

Bl. A lobby

Remove down rock dry wall and  
tape due to Superintendent.  
Repair wall paper.

OWCC Supt. acknowledges that work  
was completed. OWCC Supt. does not  
acknowledge unit prices or cost.

LABOR

24 hrs @ 45 = 1,080

TOTALS

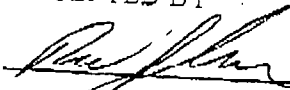
24 1,080

MATERIAL

EQUIPMENT

SUBS

ACCEPTED BY



COMPANY NAME

PLUS 15% O &amp; P

GRAND TOTAL \$ 1,080

STANDARD LABOR \$62.50/HR  
MATERIAL, EQUIPMENT, SUBS COST +15%  
ADDITIONAL MOVE-ONS \$400



License #659926

# Regency Construction

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

## EXTRA WORK AUTHORIZATION

DATE

1-29-09

NO.

L 42

CONTRACTOR

Opus

JOB NAME

Lock head

JOB ADDRESS

Milwaukee

WORK TO BE DONE

B1.c Storage

Frame, drywall, and tape walls to deck

per Superintendent.

138-139-140

244-245-246

Stock

1 Person

4 hours

= 4

2 people

16 hours each

= 32

OWCC Supt. acknowledges that work  
was completed. OWCC Supt. does not  
acknowledge unit prices or cost.

LABOR

36 hrs @ 45.00 = 1,620

TOTALS

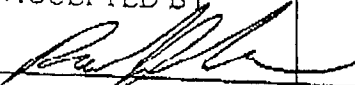
MATERIAL

36 hrs @ 1,620

EQUIPMENT

SUBS

ACCEPTED BY



COMPANY NAME

Opus

PLUS 15% O &amp; P

GRAND TOTAL \$1,620

STANDARD LABOR \$62.50/HR

MATERIAL, EQUIPMENT, SUBS COST +15%

ADDITIONAL MOVE-ONS \$400

# Regency Contracting, Inc.

1930 WATSON WAY, STE. J • VISTA, CA 92083 • TEL (760)-599-4459 • FAX (760)-599-6643

March 5, 2009

Opus West Construction

Attn: Andrew Ranallo

Re: Lockheed Martin  
Horizon Tech Center  
San Diego, CA

## Request for Change Order No. 13

Regency Contracting, Inc. agrees to complete to following scope of work, with exceptions, in a timely manner providing all material, equipment and insurances as outlined below.

### SCOPE OF WORK:

Extra Work Authorization Number L 43

Dated 02/03/09

LABOR 30 hours @ \$45/hr

MATERIAL

\$ 1,350

\$ 88.36

Total: \$ 1,438.36

### PAYMENT TERMS:

As per contract

Accepted by

Date

License #659926

# Regency Construction

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

## EXTRA WORK AUTHORIZATION

DATE

2/3/09

NO.

L 43

CONTRACTOR

OPUS

JOB NAME

Lockhead

JOB ADDRESS

10301 Mcamley Drive  
Bl. B

WORK TO BE DONE

\* Kitchen area 11 patches due to  
plumbers and electrical add to finish walls  
\* Second floor patch ~~plumbers~~ due to piping to  
roof

\* 2 patches next to shaft

\* patch work in front of shaft due to  
plumbers adding piping to go to roof.  
Drywall and tape

material: 3 sheets drywall

4 Bag's wet mud, 2 Box mud, mesh tape

LABOR

30 hrs @ \$45.00 = \$1,350

TOTALS

30

MATERIAL

88.36

EQUIPMENT

SUBS

ACCEPTED BY



COMPANY NAME

opus west

PLUS 15% O &amp; P

GRAND TOTAL 1,438.36

STANDARD LABOR \$62.50/HR

MATERIAL, EQUIPMENT, SUBS COST +15%

ADDITIONAL MOVE-ONS \$400

# Regency Contracting, Inc.

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

## EXTRA WORK AUTHORIZATION

DATE

2/5/09

NO. \_\_\_\_\_

CONTRACTOR

OPUS

JOB NAME

LOCKHEED

JOB ADDRESS

10301 Meanley Dr.  
BLDG 'C'

WORK TO BE DONE

Remove Drywall AT windows for inspection  
As per Rick  
Reinstall and tape D/W

LABOR

24 HRS @ 45/Hr.

TOTALS

1080

MATERIAL

EQUIPMENT

SUBS

ACCEPTED BY

GRAND TOTAL

1080<sup>00</sup>

COMPANY

STANDARD LABOR \$62.50/HR

MATERIAL COST +15%

ADDITIONAL MOVE ONS \$400

**OPUS POINT IV  
DOCUMENTS**



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV  
Subcontractor: Regency Contracting Inc.  
Supplier #: 1053205  
Address: 1930 Watson Way, #J  
Vista, CA 92081  
Phone: \_\_\_\_\_  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2050 Main Street, Suite 800  
Irvine, CA 92614

Project Number: 10303  
Date of Application: 2/13/09  
Application Number: 2  
Period From: 2/1/09 Period To: 2/28/09

## CONTRACT INFORMATION

ITEM	SALES TAX \$(If applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$19,600.00
OPUS APPROVED CHANGE ORDER thru # 2		\$-2,051.00
CONTRACT AMOUNT TO DATE TOTAL		\$17,549.00

## APPLICATION INFORMATION

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

\$ 17,549  
\$  
\$ 15,794.10  
\$  
\$  
\$

\$ 17,549  
\$ 1,754.90

SUBCONTRACTOR:

Regency Contracting Inc.

Supplier #: 1053205

BY:

DATE:

52300  
2/13/09

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10303.10-E10-05450.00-S	Exterior Soffit - Subcontract	\$1,605.00	1605		1605	100		1605.00
10303.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$2,935.00	2935		2935	100		2935.00
10303.20-E10-05450.00-S	Exterior Soffit - Subcontract	\$1,605.00	1605		1605	100		1605.00
10303.20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$2,935.00	2935		2935	100		2935.00
10303.30-E10-05450.00-S	Exterior Soffit - Subcontract	\$3,209.00	3209		3209	100		3209.00
10303.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$0.00						
10303.40-E10-05450.00-S	Exterior Soffit - Subcontract	\$3,209.00	3209		3209	100		3209.00
10303.40-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$2,051.00	2051		2051	100		2051.00
	Total	\$17,549.00	17549		17549	100		17549.00

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Printed On: 08/22/2008

Page

1



RELEASE FORM 3

CONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT  
(Civil Code §3262(d)(3))

Upon receipt by the undersigned of a check from

OPUS West Construction

in the sum of \$ 1,754 90

payable to Regency Contracting, Inc.

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

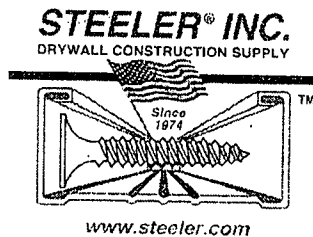
has on the job of OPUS West  
(Owner)

located at OPUS POINT IV  
(Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of \$ 0. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: 11/15/09 Regency Contracting, Inc.  
(Company Name)  
By [Signature] President  
(Title)

NOTE: This form of release complies with the requirements of Civil Code §3262(d)(3). It is not effective until the check that constitutes final payment has been properly endorsed and has cleared the bank.



## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been **PAID** and has received a progress payment for labor, services, equipment or material furnished to **REGENCY CONTRACTING INC** on the job of **OPUS POINT IV** located at **3197 LIONSHEAD AVE, CARLSBAD, CA** and hereby releases any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent: This release covers a progress payment for labor, service, equipment or materials furnished to **REGENCY CONTE** 2008 only and does not over any retentions retained before the release date for which payment has not been received after the release date. Rights based upon work performed after the release date which has been fully executed by the party releasing this release unless specifically reserved by the claimant. This release shall not affect the stop notice, or bond right shall not affect the rights of the parties to the contract based upon a release of the undersigned to recover costs of material covered by this release if that material was not compensated by the progress payment.

*BRAN*

December 16, 2008

\_\_\_\_\_  
Credit Manager  
City S., Seattle, WA 98178



Opus West Construction Corp

Contract # 27193

Job: 1030300

Do Not Use - See 1030301-40

Latest Invoice No.  
1108 1030300 APP1

Latest Invoice Date  
11 25 2008

Total Gross Amount  
17,549.00

Total Retainage  
1,754.90

Total Discount  
.00

Total Payment

Please return attached release to:

Opus West  
2050 Main Street Ste 800  
Irvine, CA 92614

Check No. 115567 12/30/2008

1053205

Regency Contracting Inc

\$\*\*\*\*15,794.10

Opus West Construction Corp

Contract # 27193

Job: 1030300

Do Not Use - See 1030301-40

Latest Invoice No.  
108 1030300 APP1

Latest Invoice Date  
11 25 2008

Total Gross Amount  
17,549.00

Total Retainage  
1,754.90

Total Discount  
.00

Total Payment Amount  
15,794.10

Check No. 115567 12/30/2008

1053205

Regency Contracting Inc

\$\*\*\*\*15,794.10



# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Opus Point IV  
 Subcontractor: Regency Contracting Inc.  
 Supplier #: 1053205  
 Address: 1930 Watson Way, #J  
 Vista, CA 92081  
 Phone :

Project Number: 10303  
 Date of Application: 11/16/08  
 Application Number: 1  
 Period From: Period To: 11/30/08

Remittance Address : OPUS West Construction Corporation  
 Attn : Accounts Payable  
 4350 La Jolla Village Drive, Suite 110  
 San Diego, CA 92122

## CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$19,600.00
OPUS APPROVED CHANGE ORDER thru # 1		\$0.00
CONTRACT AMOUNT TO DATE TOTAL		\$19,600.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 17,549  
 B Less Retainage 0 % \$ 1,755  
 C Total Earned less Retainage (A - B) \$ 15,794  
 D Less Previous Billings (previous req's line C) \$  
 E Current Payment Due (C - D) \$ 15,794  
 F Balance to Finish, Plus Retainage (H - A + B) \$ 1,755  
 G Current Gross Amount Completed This Period \$ 15,794

SUBCONTRACTOR:

Regency Contracting Inc.

Supplier #: 1053205

BY:

DATE:

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10303.10-E10-05450.00-S	Exterior Soffit - Subcontract	\$1,605.00		1605	1605	100	161	1444
10303.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$2,935.00		2935	2935	100	293	2042
10303.20-E10-05450.00-S	Exterior Soffit - Subcontract	\$1,605.00		1605	1605	100	161	1444
10303.20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$2,935.00		2935	2935	100	293	2042
10303.30-E10-05450.00-S	Exterior Soffit - Subcontract	\$3,209.00		3209	3209	100	321	2888
10303.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$2,051.00		2051	2051	100	205	1846
10303.40-E10-05450.00-S	Exterior Soffit - Subcontract	\$3,209.00		3209	3209	100	321	2888
10303.40-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$2,051.00		2051	2051	100	205	1846
	Total	\$19,600.00		17549	17549	100	1755	15794
		H	I	G	A	J	K	E

Entered By :

Accounting

Date

Approved By :

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 08/22/2008  
Change Order #: 2  
To Subcontract Agreement dated: 04/23/2008

Drywall  
CON-10303.00-19  
09250

TO: Regency Contracting Inc.  
1930 Watson Way, #J  
Vista, CA 92081

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

CHANGE DETAILS

Item	Description	Amount
1	Removal of the interior work scope on Building 9 from the contract. Subcontractor will still do exterior soffit work on Building 9.	\$(2,051.00)
		<hr/> \$(2,051.00)

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
10303.10-E10-05450.00-S	\$1,605.00	\$0.00	\$1,605.00
10303.10-F10-09000.00-S	\$2,935.00	\$0.00	\$2,935.00
10303.20-E10-05450.00-S	\$1,605.00	\$0.00	\$1,605.00
10303.20-F10-09000.00-S	\$2,935.00	\$0.00	\$2,935.00
10303.30-E10-05450.00-S	\$3,209.00	\$0.00	\$3,209.00
10303.30-F10-09000.00-S	\$2,051.00	\$(2,051.00)	\$0.00
10303.40-E10-05450.00-S	\$3,209.00	\$0.00	\$3,209.00
10303.40-F10-09000.00-S	\$2,051.00	\$0.00	\$2,051.00
	<hr/> \$19,600.00	<hr/> \$(2,051.00)	<hr/> \$17,549.00

Original Contract Amount.....	\$19,600.00
Previously Approved Change Orders.....	\$0.00
Amount this Change Order.....	\$(2,051.00)
Contract Amount to Date.....	<hr/> \$17,549.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.

OPUS West Construction Corporation

ED BAICO

9/18/08

Ralph Miller

9-22-08

Printed Name

Date

Printed Name

Date

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



RECEIVED

MAY 27 2008

OPUS WEST-IRVINE

Opus Point IV / 10303.00

09250 /Drywall

Regency Contracting Inc. / Jeff Cole

Contact Phone #

Contact Fax #

Payment Terms: Standard

**SUBCONTRACT AGREEMENT (Labor and Materials)**

This Subcontract Agreement ("Subcontract") is made as of this 23rd day of April, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 4350 La Jolla Village Dr., Ste. 110, San Diego, CA 92122, and Regency Contracting Inc. ("Subcontractor") with its office located at 1930 Watson Way, #J, Vista, CA 92081.

Contractor and Subcontractor agree as follows:

1. Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
2. Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Opus Point IV ("Project"), located at 3197 Lionshead Avenue, Carlsbad, CA 92010 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. Owner. The Owner of the Project is Opus West Corporation ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:  
Architect: Smith Consulting Architects  
Civil Engineer: O'Day Consultants Inc  
Landscape Architect: Ridge Landscape Architects
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 01/15/2009. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 19,600.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A".
8. Riders. The following Riders are attached to and made a part of this Subcontract:  
8.1 Rider A (Scope of Work)  
8.2 Rider B (Indemnification)  
8.3 Rider C (Insurance)

Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager

Ralph Miller

CONTRACTOR

By:

Jeff Dickman  
Jeff Dickman  
(Print Name)  
VP Construction  
(Title)  
6/3/08  
(Date)

(M)

SUBCONTRACTOR  
Regency Contracting Inc.

By:

Ed Buice  
Ed Buice  
(Print Name)  
President  
(Title)  
5/20/08  
(Date)

ORIGINAL

**RIDER A**

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Regency Contracting Inc. dated 04/23/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

**1. Work/Subcontract Documents.**

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

**Drawings and Specifications**

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

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

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

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



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

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

#### Field Bulletins

Date	Number	Name
N/A		

#### Supplemental Design Documents

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

#### Other Documents

N/A

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

### Modifications and Clarifications

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

- A. Subcontractor shall provide all framing and gypsum board for electrical rooms.
- B. Subcontractor shall provide exterior soffits at each front entrance of each building per detail 6/A4.2. This includes plywood, densglass, fryreglet molding, acrylic textured finish.
- C. Subcontractor shall provide plywood telephone back boards at all electrical rooms.
- D. Subcontractor shall provide 16 gauge stud backing strap and 16 gauge double studs in walls for roof ladder support.
- E. Subcontractor shall provide level 3 finish on all drywall leaving a surface that can be finished to a higher level in the future.
- F. Subcontractor shall ensure all wall framing and gypsum board is plumb and aligned in a straight plane.
- G. Subcontractor shall provide all gypsum board at least a half inch (1/2") gap above the finished flooring elevation. This is to help prevent possible future water on the slab and/or concrete decks from soaking into the gypsum board wall finish. If Subcontractor install gypsum board without a half inch (1/2") gap above the finished flooring elevation and this gypsum board gets damaged by standing water that the gap would have prevented, the replacement of the gypsum board is at the sole cost of the Subcontractor.
- H. Subcontractor shall provide full height wall at roof access ladder for each building.
- I. Subcontractor shall provide sealant per detail 16/A3.3.
- J. Subcontractor shall provide blocking per detail 13/A3.3.
- K. Subcontractor shall provide electrical room walls with hardid at each building.

This Subcontract excludes the following:

- A. Firestopping and/ or caulking of pipes, conduits, electrical boxes and ductwork.
- B. Wood of any sort unless noted otherwise.
- C. Performance or Payment Bond.
- D. General Building Permit.
- F. Welding.
- G. Installation of frames, door and hardware.
- H. Demolition.
- I. Insulation.
- J. Access panels and doors.
- K. Roof Hatch.
- L. Ladder Installation.

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

N/A

#### Schedule Notes

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

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

#### Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
10303.10	Lot 7	Lot 7: Gypsum Board Systems	
10303.20	Lot 8	Lot 8: Gypsum Board Systems	\$4,540.00
10303.30	Lot 9	Lot 9: Gypsum Board Systems	\$4,540.00
10303.40	Lot 11	Lot 11: Gypsum Board Systems	\$5,260.00
Total			\$19,600.00

#### Subcontract Sum Breakdown

Name	Account Code	Amount
Gypsum Board Systems - Subcontract	10303.10-F10-09000.00-S	
Gypsum Board Systems - Subcontract	10303.20-F10-09000.00-S	\$4,540.00
Gypsum Board Systems - Subcontract	10303.30-F10-09000.00-S	\$4,540.00
Gypsum Board Systems - Subcontract	10303.40-F10-09000.00-S	\$5,260.00
Total		\$19,600.00

#### **4. Unit Pricing.**

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

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

##### Unit Price List

N/A

#### **5. Alternates.**

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

##### Alternates

N/A

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

Alternates Notes

**END OF RIDER A**

## RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Regency Contracting Inc. dated 04/23/2008. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

### Section 1. Licensing.

Subcontractor represents and warrants that it and each of its Sub-subcontractors are and will remain duly and validly licensed to the full extent required under all applicable Laws for the performance by each such party of their respective portion of the Work under this Subcontract, and that each such party shall maintain such required license(s) in good standing throughout the full and complete performance of the Work by such party hereunder. Subcontractor will submit proof of such licensure to Contractor upon request.

### Section 2. Change Orders.

Any "Change Order" shall be set forth in writing, on Contractor's form, signed by an authorized representative of Contractor, and shall be executed by Contractor prior to Subcontractor proceeding with the requested change in the Work under the applicable conditions of the Subcontract Documents.

### Section 3. Title to Work.

Title to all Work, including materials, equipment, and systems, covered by an Application for Payment, whether incorporated in the Project or not, will pass to Contractor and Owner upon the earlier of (a) receipt of such payment (net of any retainage), or (b) incorporation of such Work into the Project.

### Section 4. Indemnification

(a) Subject to Subsections (b) and (c) below, Subcontractor will defend, indemnify and hold harmless Contractor, Owner and Architect/Engineer, and their respective officers, directors, partners, members, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all claims, demands, obligations, actions, causes of action, damages, costs, losses, liabilities and expenses (including, without limitation, attorneys' fees and costs and other litigation, mediation, arbitration, or dispute resolution expenses), arising from or in any way connected with Subcontractor's performance or non-performance of this Subcontract (all of the foregoing being referred to as "Claims"). Any such defense of an Indemnitee will be provided by Subcontractor by legal counsel reasonably satisfactory to such Indemnitee. Subject to Subsections (b) and (c) below, Subcontractor's obligations to defend and indemnify (i) include (without limitation) all Claims, whether occurring before, during or after the performance of this Subcontract, which arise from or relate to the activities, products, actions or omissions of Subcontractor, its Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (collectively, the "Subcontractor Parties"); (ii) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor or any Subcontractor Party under workers' or workman's compensation acts, disability acts, other employee benefits acts, or any insurance required to be carried by Subcontractor under the Subcontract Documents; (iii) specifically and expressly include (without limitation) any Claims caused in part by the negligence (whether active or passive) or other misconduct of any Indemnitee; and (iv) shall be triggered by the assertion of a Claim against any Indemnitee without the requirement that it first be determined that Subcontractor or any Subcontractor Party was negligent or otherwise at fault or that the Claim has any merit. Subcontractor's failure to procure specific contractual liability and other types of insurance for the benefit of any Indemnitee, as required under the Subcontract Documents, will not render the foregoing provisions unenforceable under any applicable law.

(b) Notwithstanding the provisions of Subsection (a) above, Subcontractor is not obligated to indemnify an Indemnitee for a Claim which is ultimately determined, upon final adjudication, settlement or other resolution of the Claim ("Finally Determined"), to have been caused solely by the active negligence or willful misconduct of that Indemnitee; provided, however, that this exception does not limit or relieve Subcontractor's defense obligations prior to the Claim being so Finally Determined or Subcontractor's obligations to indemnify all other Indemnitees which are not Finally Determined to have participated in such negligence or misconduct.

(c) The parties intend that Subcontractor's indemnity and defense obligations under this Subcontract will be enforced to the fullest extent allowable under applicable laws, and agree that if any of the provisions of this Section are, to any extent, held to be invalid, illegal or unenforceable for any reason, any remaining portion thereof and all other provisions of this Section will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

### Section 5. Waiver.

Subcontractor hereby waives the benefits of, and Subcontractor's rights under, California Business and Professions Code Section 7108.5 to the fullest extent the same may be waived by Subcontractor under applicable Laws.

Section 6. SWPPP.

Subcontractor shall comply with (i) all applicable water quality Laws, including those enforced by the California State Water Resources Control Board (the "SWRCB") and the Regional Water Quality Control Board (Region 9); (ii) the National Pollutant Discharge Elimination System and the Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (SWRCB Order No. 99-08-DWQ) and all amendments and modifications thereto; (iii) any Storm Water Pollution Prevention Plan applicable to the Project (as modified from time to time, the "SWPPP") and all associated Best Management Practices; and (iv) City and/or County ordinances, guidelines, and manuals applicable to stormwater discharges from construction sites. If Subcontractor observes any violation of any Laws, it shall immediately correct such violation. Any Work performed by Subcontractor that is not in compliance with applicable Laws shall be redone in compliance with applicable Laws at Subcontractor's sole expense. The SWPPP is a part of the Subcontract Documents.

Section 7. California License Law.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

Contractor's California License No.

509591

Subcontractor's California License No.

00599260

END OF RIDER B

## RIDER C

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Regency Contracting Inc. dated 04/23/2008. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

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

## (a) Workers' Compensation

## Statutory Limits

Employer's Liability, including "Stop Gap" coverage and USL&H if applicable

\$1,000,000 each accident  
\$1,000,000 disease-policy limit  
\$1,000,000 disease-each employee

Commercial General Liability  
(Electrical, HVAC, Plumbing, Fire Protection Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall Subcontractors)

\$5,000,000 each occurrence  
\$5,000,000 products/completed operations aggregate  
\$5,000,000 general aggregate (minimum \$2,000,000 per project)

Commercial General Liability  
(All Other Subcontractors)

\$2,000,000 each occurrence  
\$2,000,000 products/completed operations aggregate  
\$2,000,000 general aggregate (per project)

Commercial Automobile Liability

\$1,000,000 any one accident or loss

Professional Liability (to the extent required of Subcontractor under the Subcontract Documents)

\$1,000,000 each claim  
\$1,000,000 annual aggregate

- (b) The Commercial General Liability insurance required under Paragraph 1(a) will (i) be on ISO Form CG 00 01 or its equivalent, (ii) include coverage for products/completed operations, (iii) be maintained for a period of three (3) years after completion of the Work, (iv) specifically cover as "insured contracts" the Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by the Subcontractor under the Subcontract Documents and (v) provide a \$2,000,000 minimum general aggregate limit of liability on a per project basis.

The Commercial Automobile Liability insurance required under Paragraph 1(a) will include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's Work, shall be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.

- (c) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- (d) The Subcontractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add the Contractor and the Owner (and others as specifically required by the Subcontract Documents) as "additional insureds". Such insurance afforded to the Contractor and the Owner as "additional insureds" under the Subcontractor's policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner. The "additional insured" endorsement to Subcontractor's Commercial General Liability policy will be on ISO Form 20 10 07 04 and 20 37 07 04 or their equivalent and will include coverage for ongoing and completed operations.
- (e) All insurance policies required under Paragraph 1 or the Subcontract Documents will (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be cancelled or restrictive modifications added, without thirty (30) days prior written notice by certified mail to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required herein, Contractor may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.
- (f) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance will be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties status as "additional insureds".
- (g) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required herein is received by Contractor.
- (h) It is understood and agreed that the insurance coverages and limits required by this Subcontract shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Subcontract documents or under law.

## 2 Contractor's Builder's Risk Insurance.

- 2.1 Unless otherwise provided in the Subcontract Documents, Contractor will cause builder's risk insurance to be purchased and maintained with a "causes of loss" or equivalent policy form covering work to be performed by Contractor (including those working for or under Contractor) at the Project Site to the full insurable value thereof, on a replacement cost basis and subject to reasonable deductibles. Covered "causes of loss" means risks of direct physical loss or damage to covered property unless specifically excluded or limited under the policy. This insurance will include the interests of Owner, Contractor, Subcontractor and Sub-subcontractors in respect to the work to be performed by Contractor at the Project, and shall insure against perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, temporary falsework, shoring and forms and debris removal, and such other matters as are insured against in the form of the policy maintained by Contractor. Unless specifically provided in writing, such insurance will not include coverage for any property, structure(s) and contents (whether real or personal) owned by the Owner or third parties existing as of commencement of Contractor's work or otherwise. Contractor will carry earthquake and flood insurance if Contractor deems it appropriate.

To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of Subcontractor, Contractor or Owner or their respective subcontractors and agents, Contractor and Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and any of its contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

If (i) the Project suffers an insurable loss, (ii) the loss is due in part to the negligence of Subcontractor and (iii) an insurance deductible amount (not to exceed \$10,000.00) is applied to the loss payable under builder's risk or other property insurance applicable to the Project, Subcontractor will be liable to Contractor for the deductible amount; however, Contractor may, in its discretion, apportion the deductible amount among other parties responsible for the loss. Subcontractor will promptly pay Contractor, upon demand, for any such deductible amount, and Contractor may offset the deductible amount against any amounts due Subcontractor under the Subcontract. Neither Contractor nor Owner represents that builder's risk or property insurance, if any, applicable to the Project or the Work is adequate to protect the interests of Subcontractor. It is Subcontractor's obligation to determine whether it should purchase and maintain supplementary property insurance to protect its interests in the Work.

- 2.2 Any insured loss is to be adjusted by Owner and Contractor and made payable to Contractor, as trustee, or to Owner and Contractor, as joint trustees for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage or loss payable clause.
- 2.3 Subcontractor hereby releases and agrees to defend and indemnify Contractor and Owner from all claims for loss or damage to or loss of use of Subcontractor's property in or about the Project Site and shall purchase such insurance in respect thereto as Subcontractor deems appropriate. Subcontractor shall require a similar release and indemnity by Sub-subcontractors.

END OF RIDER C



Name, Address, Telephone No. & I.D. No.

Regency Contracting, Inc.  
1930 Watson Way, Ste. J  
Vista, CA 92081

(760) 599-4459

UNITED STATES BANKRUPTCY COURT  
1100 Commerce Street, Room 1254  
Dallas, Texas 75242

In Re  
OPUS WEST CONSTRUCTION CORPORATION

Debtor.

BANKRUPTCY NO. 09-34360-11

REGENCY CONTRACTING, INC.

Creditor

### PROOF OF SERVICE

I, Randy C. McClure, certify that I am, and at all times during the service of process was, not less than 18 years of age and not a party to the matter concerning which service of process was made. I further certify that I served a copy of the following documents [describe each document served]:

Proof of Claim

on November 3, 2009 by:  
[date]

☒ Mail Service - Regular, first class United States mail, postage fully pre-paid, addressed to:  
Clerk of the Bankruptcy Court, 1100 Commerce St., Rm. 1254, Dallas, TX 75242  
Opus West Corporation, et al., c/o BMC Group, P.O. Box 3020, Chanhassen, MN 55317-3020

☐ Personal Service - By leaving the documents with the following named person(s) or an officer or agent of the person(s) at:

☐ Residence Service - By leaving the documents with the following adult at:

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

November 3, 2009

[Date]

Randy C. McClure

[Signature]

Print Name	Randy C. McClure
Business Address	1926 Paradise St.
City, State, ZIP	Escondido, CA 92026