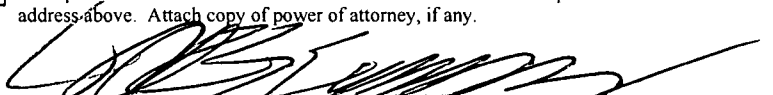



UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: Opus West Corporation		Case Number: 09-34356-hdh11
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative 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): Johnson Controls, Inc.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Name and address where notices should be sent: Lars Evensen, Esq. 3800 Howard Hughes Parkway, 10th Floor, Las Vegas, Nevada, 89169		
Telephone number: (702) 669-4600		
Name and address where payment should be sent (if different from above): Johnson Controls c/o Brian Wilderman 507 E Michigan Street M-72 Milwaukee, WI. 53203		Court Claim Number: _____ (If known)
Telephone number: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>34,789.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____
2. Basis for Claim: <u>Mechanics Lien</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: 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: <u>Mechanics Lien</u> Amount of Secured Claim: \$ <u>34,789.00</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements 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 definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: 11/03/2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. 	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both.		FOR COURT USE ONLY OPUS WEST  00566

Installation Contract Aging Detail

Contract:	8111-0088
Project Name:	Lockhead Martin TI (Horizon TC)

Add Invoice Note

Outstanding Invoices

Add Note	Customer	Invoice Number	Consolidated Bill Number	Purchase Order Number	Date	Aging	Payment Term	Amount	Credits/Debits	Payments	Adjustments	Balance	Invoice Note	Reason Code
<input type="checkbox"/>	111-1348986-01	00020007515		60805-1604	02/11/2009	177	PWP-NETCASH	18,527.00	0.00	(0.00)	0.00	18,527.00	None	No Customer Contact
<input type="checkbox"/>	111-1348986-01	00020466404		60805-1604	03/20/2009	140	PWP-NETCASH	16,262.00	0.00	(0.00)	0.00	16,262.00	None	No Customer Contact
Totals								34,789.00	0.00	0.00	0.00	34,789.00		

Paid Invoices

Add Note	Customer	Invoice Number	Consolidated Bill Number	Purchase Order Number	Date	Days To Pay	Payment Term	Amount	Credits/Debits	Payments	Adjustments	Balance	Invoice Note	Reason Code
<input type="checkbox"/>	111-1348986-01	00018957846		BCM LOI	09/30/2008	78	PWP-NETCASH	43,787.00	0.00	(43,787.00)	0.00	0.00	None	No Customer Contact
<input type="checkbox"/>	111-1348986-01	00019107288		BCM LOI	10/17/2008	61	PWP-NETCASH	42,941.00	0.00	(42,940.60)	(0.40)	0.00	None	No Customer Contact
<input type="checkbox"/>	111-1348986-01	00019343808		60805-1604	11/17/2008	72	PWP-NETCASH	19,017.00	0.00	(19,017.00)	0.00	0.00	None	No Customer Contact
<input type="checkbox"/>	111-1348986-01	00019590073		60805-1604	12/17/2008	103	PWP-NETCASH	16,538.00	0.00	(16,538.00)	0.00	0.00	None	No Customer Contact
<input type="checkbox"/>	111-1348986-01	00019741529		60805-1604	01/12/2009	77	PWP-NETCASH	5,550.00	0.00	(5,549.62)	(0.38)	0.00	None	No Customer Contact



ORIGINAL INVOICE

Direct Inquiries To: JOHNSON CONTROLS INC
9630 RIDGEHAVEN CT STE A
SAN DIEGO, CA 92123

Federal ID#: 39-0380010

Bill To: BRIAN COX MECHANICAL INC
12155 KIRKHAM RD
POWAY, CA 92064

Phone: 858-560-9966
Fax: 858 560-0709

Mail Check To: Johnson Controls
PO Box 730068
Dallas, TX 75373

Project Name / Project Site / Tax Loc	Purchase Order / Date / Authorized By	JCI Project / CO	JCI Project Manager
Lockhead Martin TI (Horizon TC)	60805-1604 09/10/08	8111-0088 000	GRESOCK, PAUL S
CA9213100			

Period Covered	Application #	Invoice Number	Invoice Date	Terms
02/01/09 - 02/28/09	6	00020007515	02/11/09	Due On Receipt

Original Contract Amount: \$156,089
Approved Change Orders: \$6,533
New Contract Amount: \$162,622

Work Completed To Date: \$162,622
Less Retention: \$16,262
Total Less Retention: \$146,360
Less Invoiced To Date: \$127,832

The Project Manager named above submits this application with knowledge, information, and belief that the work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous applications for payment were issued and for which payments were received from the Owner and that current payment shown herein is now due.

Total Amount Due This Invoice: \$18,527

Item	Work Description	Scheduled Value	Previous Application	Work In Place	Stored Material	Total Complete and Stored	Percent	Balance To Finish	10% Retention
A	B	C	D	E	F	G (D+E+F)	H (G/C)	I (C-G)	J
1	Engineering / Submittals	\$15,608	\$15,608	\$0	\$0	\$15,608	100%	\$0	\$1,561
2	Material	\$58,675	\$58,675	\$0	\$0	\$58,675	100%	\$0	\$5,868
3	Installation	\$73,500	\$66,150	\$7,350	\$0	\$73,500	100%	\$0	\$7,350
4	Programming / Commissioning	\$8,306	\$4,153	\$4,153	\$0	\$8,306	100%	\$0	\$831
5	CO#1 Decrease Scope of Work	(\$2,550)	(\$2,550)	\$0	\$0	(\$2,550)	100%	\$0	(\$255)
6	CO#2 AirFlow Monitor Station C	\$8,100	\$0	\$8,100	\$0	\$8,100	100%	\$0	\$810
7	CO#3 Kitchen Heat Pump CO2	\$983	\$0	\$983	\$0	\$983	100%	\$0	\$98
Totals		\$162,622	\$142,036	\$20,586	\$0	\$162,622	100%	\$0	\$16,262



ORIGINAL INVOICE

Direct Inquires To: JOHNSON CONTROLS INC
9630 RIDGEHAVEN CT STE A
SAN DIEGO, CA 92123

Federal ID#: 39-0380010

BIII To: BRIAN COX MECHANICAL INC
12155 KIRKHAM RD
POWAY, CA 92064

Phone: 858-560-9966
Fax: 858 560-0709

Mall Check To: Johnson Controls
PO Box 730068
Dallas, TX 75373

Project Name / Project Site / Tax Loc	Purchase Order / Date / Authorized By	JCI Project / CO	JCI Project Manager
Lockhead Martin TI (Horizon TC)	60805-1604 09/10/08	8111-0088 000	GRESOCK, PAUL S
CA9213100			

Period Covered	Application #	Invoice Number	Invoice Date	Terms
Retention	7	00020466404	03/20/09	Due On Receipt

Original Contract Amount: \$156,089
Approved Change Orders: \$6,533
New Contract Amount: \$162,622

Work Completed To Date: \$162,622
Less Retention: \$0
Total Less Retention: \$162,622
Less Invoiced To Date: \$146,360

The Project Manager named above submits this application with knowledge, information, and belief that the work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous applications for payment were issued and for which payments were received from the Owner and that current payment shown herein is now due.

Total Amount Due This Invoice: \$16,262

Item	Work Description	Scheduled Value	Previous Application	Work In Place	Stored Material	Total Complete and Stored	Percent	Balance To Finish	0% Retention
A	B	C	D	E	F	G (D+E+F)	H (G/C)	I (C-G)	J
1	Engineering / Submittals	\$15,608	\$15,608	\$0	\$0	\$15,608	100%	\$0	\$0
2	Material	\$58,675	\$58,675	\$0	\$0	\$58,675	100%	\$0	\$0
3	Installation	\$73,500	\$73,500	\$0	\$0	\$73,500	100%	\$0	\$0
4	Programming / Commissioning	\$8,306	\$8,306	\$0	\$0	\$8,306	100%	\$0	\$0
5	CO#1 Decrease Scope of Work	(\$2,550)	(\$2,550)	\$0	\$0	(\$2,550)	100%	\$0	\$0
6	CO#2 AirFlow Monitor Station C	\$8,100	\$8,100	\$0	\$0	\$8,100	100%	\$0	\$0
7	CO#3 Kitchen Heat Pump CO2	\$983	\$983	\$0	\$0	\$983	100%	\$0	\$0
Totals		\$162,622	\$162,622	\$0	\$0	\$162,622	100%	\$0	\$0

8111-0088



September 10, 2008

Mr. Steven Green
Johnson Controls, Inc.
9630 Ridgehaven Court
San Diego, CA 92123
Fax (858) 692-1090
Phone (858) 560-0709

RE: Lockheed Martin T1s

Dear Steven,

This shall serve as our letter of intent to enter into a contract with your firm for the controls at the above mentioned project. The contract will be per plans and in accordance with your August 25, 2008 quote for \$156,089.

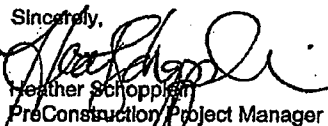
Johnson Controls, Inc. will be bound to the terms and conditions of the prime contract agreement.

Please make the necessary arrangements to staff and man this upcoming project, including the preparation of submittals and shop drawings. Our project manager will be Lance Duvallan and will be your primary contact for the duration of the project.

We look forward to working with your firm on this project and anticipate this being a success for our companies, as well as the general contractor and owner.

Please countersign this letter as your acceptance.

Sincerely,


Heather Schoppa
PreConstruction Project Manager

Accepted By: MARK CUNNINGHAM
Title: BRANCH MANAGER
Signature: [Signature]
Date: 9-12-08

8111-0088

12155 Kirkham Rd
Poway, CA 92064
(858) 679-5757 Fax (858) 879-1888
CA LIC #557383

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA



SUBCONTRACT NO. 60805-1604

SUBCONTRACT

(Long Form Subcontract Between General Contractor & Subcontractor)

This Subcontract is entered into on August 25, 2008 at San Diego, CA
by and between Brian Cox Mechanical, Inc. ("Contractor"), with its
principal office at 12155 Kirkham Road, Poway, CA 92084 and
Johnson Controls, Inc. ("Subcontractor") with its
principal office at 9630 Ridgehaven Court, San Diego, CA 92123
Phone: (858) 692-1090 Fax: (858) 560-0709

Contractor has entered into a contract with the following General Contractor:

OPUS West Construction Corp.

2050 Main Street

Suite 800

Irvine, CA 92614

To perform certain construction work identified as:

Plan & Spec HVAC system installation

Lockheed Martin TI

10301 Meanley Drive

San Diego, CA 92131

This Subcontract has important legal and insurance consequences. Consultation with an attorney and insurance consultant is encouraged with respect to its completion or modification.

ARTICLE 1 **SUBCONTRACT PRICE**

1.1 As full compensation for satisfactory performance of the Subcontract, Contractor agrees to pay Subcontractor in the manner described below, subject to all provisions of the Subcontract:

(a) the firm fixed-price of One Hundred Fifty Three Thousand Five Hundred Thirty Nine Dollars (\$ 153,539.00) subject to additions and deductions as provided for in the Subcontract; and/or

(b) unit prices in accordance with the attached Unit Prices and estimated quantities; and/or

(c) time and material rates and prices in accordance with the attached Labor and Material Costs; and/or

(d) other, as identified in an attachment.

The firm fixed-price, unit prices, time and material rates and prices and/or other identified manner of payment are referred to as the "Subcontract Price."

ARTICLE 2 **SUBCONTRACT DOCUMENTS**

2.1 The Subcontract Documents, in order of precedence, consist of the following:

2.1.1 The executed Subcontract between Contractor and Subcontractor, including Attachment Nos. A,B,E,F & I which are incorporated at this point as if fully set forth.

2.1.2 The Contract, consisting of the entire and integrated Agreement between Owner and Contractor, as more particularly though not exclusively specified in the General, Special, Supplementary and other Conditions, Drawings, Specifications, Addenda, reference standards or provisions of any nature.

2.2 Subcontractor certifies and agrees that it is fully familiar with all of the terms, conditions and obligations of the Subcontract Documents, the location of the job site, and the conditions under which the work is to be performed, and that it enters into this Subcontract based upon its investigation of all such matters and is in no way relying upon any opinions or representations of Contractor. It is further agreed that the Contract is incorporated into this Subcontract with the same force and effect as if it was set forth in full, and that Subcontractor and its subcontractors are bound by all terms of the Contract as they relate in any way, directly or indirectly, to the work covered by this Subcontract. Subcontractor agrees to be bound to Contractor in the same manner and to the same extent as Contractor is bound to Owner under the Contract. The Contract is defined above and includes but is not limited to the following documents:

Attachment "A"

2.3 Upon written request by Subcontractor, Contractor shall provide to Subcontractor at Subcontractor's expense, one copy of all portions of the Contract in the Contractor's possession. However, neither this article nor any other shall obligate Contractor to obtain for Subcontractor copies of any portion of the Contract not in the possession of Contractor, and Subcontractor shall not be excused from performance of its work because it does not have such documents. Upon written request by its subcontractors and suppliers, Subcontractor similarly shall make one copy of applicable portions of the Subcontract Documents available to its subcontractors and suppliers. Nothing shall prohibit Subcontractor from obtaining a copy of the executed Contract from Contractor at any time after the Subcontract is executed.

2.4 Nothing in the Subcontract shall be construed to create a contractual relationship between persons or entities other than Contractor and Subcontractor.

ARTICLE 3 SCOPE OF SUBCONTRACT WORK

3.1 Independent Contractor - Subcontractor shall provide all labor, materials, equipment and services necessary or incidental to perform its work as an "Independent contractor," in accordance with the Subcontract Documents.

3.2 Subcontract Work - Subcontractor shall perform the following scope of work: Attachment "B"

3.3 Temporary Services - Contractor will provide to Subcontractor the following temporary services at the project site during the performance of this Subcontract at no charge to Subcontractor: N/A

Subcontractor will provide, at its own expense, all other necessary temporary services for the completion of its work.

ARTICLE 4 SURETY BONDING

4.1 Copy of Contractor Bonds - Subcontractor is entitled to receive from Contractor, upon written request, copies of any payment and performance bonds furnished by Contractor for the project.

4.2 Subcontractor Bonds - Subcontractor surety bond requirements, if any, are as follows:
Subcontractor Performance And Payment Bond

☐ Required ☒ Not Required

4.2.1 If a performance or payment bond, or both, are required of Subcontractor, such bonds shall name Contractor as obligee, be in the full amount of the Subcontract Price, and shall be in a form and by a surety acceptable to Contractor. The premiums for such bonds are included in the Subcontract Price.

4.2.2 In the event Subcontractor shall fail to provide any required bonds within ten (10) days of Contractor's written notification to do so, Contractor may terminate this Subcontract for cause. All costs and expenses incurred by Contractor as a result of such a termination shall be paid by Subcontractor in accordance with the termination for cause article of the Subcontract.

4.2.3 No change, directive, clarification or communication regarding this Subcontract, whether made in the manner specified in the Subcontract or not, shall release or exonerate, in whole or in part, any surety on any bond given in connection with this Subcontract and neither Owner nor Contractor shall be under any obligation to notify the surety or sureties of any change, directive, clarification or communication with Subcontractor.

ARTICLE 5 PERFORMANCE OF WORK

5.1 Schedule of Work - Subcontractor may provide Contractor with scheduling information it proposes for its work. If the information is provided ten (10) days before Contractor is required to submit the schedule to Owner or to proceed with the work, Contractor will consult with Subcontractor regarding such information and, if possible, incorporate the same into the schedule to Owner.

5.1.1 Contractor shall prepare the schedule for performance of the Contract and Subcontract ("progress schedule") and may revise and update the progress schedule as the work progresses. It shall be Subcontractor's obligation to conform to the progress schedule, as updated by Contractor. Subcontractor shall prepare and obtain approval as required by the Contract for all shop drawings, details, samples; shall perform any required Subcontractor testing; and do all other things necessary and incidental to the prosecution of the Subcontract in order to comply with the progress schedule. Subcontractor shall coordinate the work covered by this Subcontract with Contractor and all other subcontractors with whom Subcontractor must interface for the mental authorities having jurisdiction and by Contractor and Owner. Subcontractor shall notify Contractor immediately following an accident and promptly confirm the notice in writing. A detailed written report shall be furnished to Contractor. Subcontractor shall indemnify and hold Contractor harmless from all fines, penalties or costs of abatement imposed on Contractor as a result of safety violations caused by Subcontractor's failure to comply with applicable safety requirements. Subcontractor shall notify Contractor of any unsafe condition it discovers or observes and shall stop work until informed by Contractor that it may resume work.

8.16.1 Should Subcontractor encounter any hazardous substances at the site which are potentially harmful to persons or property, Subcontractor shall take all steps required by the Subcontract Documents and by law to protect persons and property from injury or damage, including stopping Subcontractor's work in the affected area(s) and promptly notifying Contractor in writing of the conditions encountered at the site. Should Subcontractor be required to stop work in any area of the project as a result of hazardous substances located at the site, Subcontractor shall not resume work in the affected area(s) until the hazardous substances have been removed or made harmless, all necessary approvals to resume work are obtained and Contractor gives

Subcontractor written direction to resume work.

8.16.2 All safety sheets, plans, submittals or other such documents required by law or the Subcontract Documents pertaining to materials or substances used or consumed in the performance of Subcontractor's work shall be submitted to Contractor by Subcontractor. Any such safety sheets, plans or submittals obtained by Contractor from other subcontractors or sources shall be made available to Subcontractor by Contractor.

8.17 Delegation or Subcontracting of Duties - Subcontractor is prohibited from delegating, transferring, conveying, subcontracting, relinquishing or otherwise disposing of the whole or any part of its duties under this Subcontract without the prior written approval of Contractor, which shall not be unreasonably withheld. Lower-tier subcontractors approved by Contractor on or before the effective date of the Subcontract may be listed below: N/A

Subcontractor shall incorporate all terms of this Subcontract in any subcontracts or purchase orders with its subcontractors and suppliers.

8.18 Duty to Proceed - In the event of any dispute or controversy with Contractor, another subcontractor or other third party involved with the project, Subcontractor shall not cause or permit any delay or cessation of its work or cause delay or disruption to the work of any other subcontractor or Contractor on the project, but shall proceed with performance of its work pending resolution of such dispute or controversy. Contractor shall continue to make payments in accordance with the Subcontract.

8.19 Force Account Work - When directed in writing by Contractor, Subcontractor shall perform such additional work as directed by Contractor and Contractor shall pay to Subcontractor the actual costs of such directed work plus Subcontractor's overhead and profit at a combined rate of 15% of such actual costs. This provision shall not apply to Owner directed force account work or disputed work.

8.20 Workers - Contractor may order the removal from the job of any workers Contractor reasonable finds disruptive, incompetent, in violation of safety requirements/programs or otherwise detrimental to the successful completion of the project.

8.21 Contractor Expending Money - Whenever any money is expended or costs or expenses are incurred by Contractor on behalf of or on account of Subcontractor, which amounts Subcontractor should have paid, and for which amounts Subcontractor is required to reimburse Contractor, or if Contractor continues or completes the work after default by Subcontractor, Subcontractor shall pay to Contractor interest at the rate of 10% per annum from the time said money is expended or said costs or expenses are incurred until those amounts are repaid to Contractor by Subcontractor. Nothing contained in this provision or Subcontract shall be construed as requiring Contractor to make any such expenditures, advance any such money, or incur any such expenses. In the event that the balance of the Monies due pursuant to this Subcontract are insufficient to cover Contractor's damages or exposure, then Contractor shall have the right to offset against monies owed Subcontractor on other projects, if any.

8.22 Protection of the Work - Subcontractor shall secure and protect the work done pursuant to this Subcontract until final acceptance by Contractor and Owner.

ARTICLE 9 LABOR RELATIONS

9.1 General Provisions - Employment of labor by Subcontractor shall be effected under conditions which are satisfactory to Contractor. Subcontractor shall keep a representative at the job site during all times when Subcontractor's work is in progress, and such representative shall be authorized to represent Subcontractor as to all phases of the work. Prior to commencement of the work, Subcontractor shall notify Contractor in writing who Subcontractor's representative is to be, and in the event of any change of representative Subcontractor shall notify Contractor who the new representative is to be prior to such change becoming effective.

9.1.1 Subcontractor acknowledges that Contractor has entered into labor agreements covering work at its construction job sites with the following labor unions: N/A

If requested by Subcontractor, Contractor shall provide copies of all such labor agreements to Subcontractor. Subcontractor agrees to comply with all of the terms and conditions of those labor agreements set forth above. Subcontractor agrees, at its own expense, upon request of Contractor, to take all lawful steps to secure a binding and final determination of any jurisdictional dispute by the National Labor Relations Board.

9.1.2 Subcontractor will require all of its subcontractors and their subcontractors performing job site work to comply with the labor agreements specified above, and labor agreements which are binding upon them.

9.1.3 Subcontractor will indemnify and hold Contractor harmless from and against any liability, loss, damage, cost, claims, awards, judgments, fines, expenses, including litigation expenses, reasonable attorneys' fees and any other costs which may be incurred by Contractor resulting from Subcontractor's failure to comply with the above requirements.

9.2 Reserved Gate Usage - Subcontractor shall notify in writing and assign its employees, materialmen and suppliers to such gates or entrances as may be established for their use by Contractor and in accordance with such conditions and at such times as may be imposed by Contractor. Strict compliance with Contractor's gate usage procedures shall be required by Subcontractor who shall be responsible for such gate usage by its employees, materialmen, suppliers, subcontractors, and their materialmen and suppliers.

9.3 Staggered Days and Hours of Work and for Deliveries - Subcontractor shall schedule the work and the presence of its employees at the job site and any deliveries of supplies or materials by its materialmen and suppliers to the job site on such days, and such times and during such hours, as may be directed by Contractor. Subcontractor shall assume responsibility for such schedule compliance not only for its employees but for all its materialmen, suppliers and subcontractors, and their materialmen and suppliers.

9.4 Work Stoppages - Work stoppages (including sympathy strikes) or any other stoppage of work by employees performing work on, or delivering supplies or materials to, the job site shall not excuse any delay of Subcontractor in the proper performance of its work, regardless of whether the strike or other stoppage of work is attributed to union action or the action of an individual employee.

9.5 Default - Should Subcontractor default in the proper performance of its work, for reasons specified in this provision, Contractor may, as its option, terminate the Subcontract for cause in accordance with the termination for cause provision.

ARTICLE 10 INSURANCE

10.1 Subcontractor's Insurance - Prior to start of its work, Subcontractor shall procure for its work and maintain in force Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance on an occurrence basis, and any other Insurance required of Subcontractor by the Subcontract Documents. Contractor shall be named as additional insured on each of these policies except for Workers' Compensation. Subcontractor shall also name as additional insured all other parties identified in the Contract to be so named. Subcontractor's Insurance shall include contractual liability insurance covering Subcontractor's obligations under the Subcontract, including all indemnification provisions included in the Subcontract. Subcontractor shall provide completed operations coverage and maintain the same in full force for the duration of Subcontractor's work.

10.2 Minimum Limits of Liability - Subcontractor's Comprehensive or Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance shall be written with limits of liability which meet the requirements set forth in the Contract, but at a minimum are not less than the following:

A. Comprehensive General Liability Insurance including completed operations:

- | | | |
|----|-----------------------------------|--|
| 1. | Combined Single Limit | |
| | Bodily Injury and Property Damage | \$1 million for each occurrence
\$2 million aggregate |
| | or | |
| 2. | Bodily Injury | \$1 million for each occurrence
\$1 million aggregate |
| 3. | Property Damage | \$1 million for each occurrence
\$1 million aggregate |

B. Commercial General Liability Insurance:

- | | | |
|----|---|---------------------------------|
| 1. | Each Occurrence Limit | \$1 million |
| 2. | General Aggregate | \$2 million |
| 3. | Products/Completed Operations Aggregate | \$2 million |
| 4. | Personal and Advertising Injury Limit | \$1 million for each occurrence |

C. Comprehensive Automobile Liability Insurance:

- | | | |
|----|-----------------------------------|--|
| 1. | Combined Single Limit | |
| | Bodily Injury and Property Damage | \$1 million for each occurrence |
| | or | |
| 2. | Bodily Injury | \$1 million for each person
\$1 million for each occurrence |
| 3. | Property Damage | \$500,000.00 aggregate |

10.3 Cancellation, Renewal or Modification - Subcontractor shall maintain in effect all Insurance coverage required under the Subcontract at Subcontractor's sole expense and with Insurance companies rated as required by Owner but no less than a Best rating of A- or better. All Insurance policies shall contain a provision that the coverages afforded shall not be canceled or not renewed, nor restrictive modifications added, until at least thirty (30) calendar days' prior written notice has been given to Contractor. Certificates of Insurance and additional insured endorsements shall be filed with Contractor prior to the commencement

of Subcontractor's work. In the event Subcontractor fails to obtain or maintain any insurance coverage required under the Subcontract, Contractor may purchase such coverage and charge its expense to Subcontractor, or terminate the Subcontract for cause in accordance with the termination for cause provision of the Subcontract.

10.4 Builders Risk Insurance - Builder's Risk Insurance

- ☐ Is provided by Contractor
☒ Is provided by Owner
☐ Is not provided by Contractor or Owner

If Builder's Risk Insurance is provided by Contractor or Owner, upon written request by Subcontractor, Contractor shall provide Subcontractor with a copy of the Builder's Risk policy of insurance.

10.4.1 If Builder's Risk Insurance is provided by Owner or Contractor, then Contractor and Subcontractor waive all rights against each other and Owner, Architect, Architect's consultants and agents or employees of any of them, separate contractors, and all other subcontractors for loss or damage to the extent covered by Builder's Risk, except such rights as they may have to the proceeds of such insurance. However, this waiver shall not extend to the acts or omissions of Architect, Architect's consultants, and the agents or employees of any of them.

10.5 Endorsement - If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

**ARTICLE 11
INDEMNIFICATION**

11.1 General Indemnity-All work covered by the Subcontract done at the site of construction or in preparing or delivering materials or equipment, or any or all of them, to or from the site shall be at the risk of Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor shall, with respect to all work which is covered by or incidental to the Subcontract, indemnify, hold harmless and defend Contractor from and against any and all allegations, losses, claims, actions, demands, damages, liabilities, or expenses (including costs, expenses and attorneys' fees), arising from or relating to the death or bodily injury to persons, injury to property, design defects (if design originated by Subcontractor), or other loss, damage or expense. Subcontractor's duty to indemnify shall include all damages caused or alleged to be caused in whole or in part by any negligent act or omission, whether active or passive, of: (a) Subcontractor; (b) anyone directly or indirectly employed by Subcontractor; (c) anyone for whose acts Subcontractor may be liable; or (d) Contractor. Subcontractor shall not be obligated to indemnify Contractor with respect to the sole negligence or willful misconduct of Contractor, its agents, servants or subcontractors who are directly responsible to Contractor, excluding Subcontractor.

11.1.1 However, if Owner does not require Contractor to provide a Type I indemnity to Owner (i.e., only Owner's sole negligence and willful misconduct are excluded from the indemnity), paragraph 11.1 shall not apply and Subcontractor's indemnity to Contractor shall be the same indemnity Contractor is required to provide to Owner. In such event, Subcontractor agrees to Owner's indemnity provision with the substitutions of "Contractor" for "Owner" and "Subcontractor" for "Contractor."

11.2 Indemnification for Noncompliance With Laws - Subcontractor shall fully indemnify and hold Contractor harmless from all loss, costs and expenses attributable to any acts or omissions by Subcontractor which constitute a failure to comply with any laws, rules, ordinances and / or regulations of any governmental entity or agency.

11.3 Patents - Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented materials in Subcontractor's work. Subcontractor shall defend all suits for claims for infringement of any patent rights arising out of Subcontractor's work, which may be brought against Contractor or Owner, and shall be liable to Contractor and Owner for all loss, including all costs, expenses and attorneys' fees in any such suit.

SUBCONTRACT
SIGNATURE PAGE

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 ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P. O. Box 26000, Sacramento, California 95826.

Representation By Contractor

Contractor represents to Subcontractor that this Subcontract is the "Long Form Subcontract Between General Contractor and Subcontractor" which was developed by The Associated General Contractors of America, San Diego Chapter, Inc. Neither Contractor nor Subcontractor have modified the printed language of the standard form agreement except by strike outs, interlineations or the like which have been initiated by both parties, or by attachments which are identified and attached. Contractor and Subcontractor may rely on all other printed portions of the Subcontract as being unaltered from the form contract published by AGC San Diego. Any change to the printed language which was not initiated by both parties or set forth in an attachment shall have no force and effect on either party and both parties shall instead be bound by the unaltered printed language. This provision does not apply to the language which must be inserted into the blank spaces or to the blocks which must be checked. Those items need not be initiated by the parties.

Representation By Subcontractor

Subcontractor warrants that it is properly licensed by the Contractors' State License Board of the State of California with the proper license classifications for performance of its work. Subcontractor further warrants that its license is and will remain current, active and in good standing all times during performance of its work.

This Subcontract has important legal and insurance consequences. Consultation with an attorney and insurance consultant is encouraged with respect to its completion or modification.

The parties have executed this Subcontract for themselves, their heirs, executors, successors, administrators and assigns at the place and on the day and year first written above.

SUBCONTRACTORFirm Johnson Controls, Inc.By [Signature]Print Name/Title Mark Cunningham Branch Mgr.CA Contractor's License # 22445Federal I.D. # 39-0380010State of Incorporation W.I.8111-0088

- ☐ Partnership
☐ Proprietorship

CONTRACTORFirm Brian Cox Mechanical, Inc.

By _____

Print Name/Title Jeffrey Litman / VP PreconstructionCA Contractor's License # 557383Federal I.D. # 33-0385568State of Incorporation CA

ATTACHMENT A- Contract Documents

<u>Drawings and Specifications</u>		
<u>Description</u>	<u>Number</u>	<u>Last Revision</u>
General Mechanical Requirements Specification	15010	02/09/2007
Fire Protection Specification	15300	03/09/2007
Plumbing Specification	15400	03/09/2007
Heating, Ventilating, and Air Conditioning Specification	15500	03/09/2007
Energy Management System Specification	15600	03/09/2007
Electrical Specification	16000	03/09/2007
Horizon Tech Center - Title Sheet	A_T1.1	02/20/2008
Horizon Tech Center - Title 24 Energy Compliance	A_T1.2	02/20/2008
Horizon Tech Center - Fire Tested Assemblies and Penetrations	A_AC.1	02/20/2008
Horizon Tech Center - Architectural Site Plan	A_A1.1	02/20/2008
Horizon Tech Center - Site Plan Details	A_A1.2	02/20/2008
Horizon Tech Center - First Level Floor Plan	A_A2.1	02/20/2008
Horizon Tech Center - Second Level Floor Plan	A_A2.2	02/20/2008
Horizon Tech Center - Roof Plan	A_A2.3	02/20/2008
Horizon Tech Center - Enlarged Floor Plans	A_A2.4	02/20/2008
Horizon Tech Center - Exterior Elevations	A_A3.1	02/20/2008
Horizon Tech Center - Wall Sections	A_A4.1	02/20/2008
Horizon Tech Center - Stair and Elevator Sections	A_A4.2	02/20/2008
Horizon Tech Center - Details	A_A5.1	02/20/2008
Horizon Tech Center - Partition Schedule and Details	A_A6.1	02/20/2008
Horizon Tech Center - Door Schedule and Hardware Groups	A_A6.2	02/20/2008
Interior Elevations	A_A7.1	02/20/2008
Horizon Tech Center - Interior Details	A_A8.1	02/20/2008
Horizon Tech Center - Re-Detailed Ceiling Plans	A_A9.1	02/20/2008
Horizon Tech Center - Enlarged Finish Plans	A_A10.1	02/20/2008
Horizon Tech Center - Title Sheet	A_S1	02/20/2008
Horizon Tech Center - Foundation Plan	A_S2	02/20/2008
Horizon Tech Center - Framing Plan Level 02	A_S3	02/20/2008
Horizon Tech Center - Framing Plan, Roof	A_S4	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Elevations	A_S5.1	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Elevations	A_S5.2	02/20/2008

Horizon Tech Center - Tie-Up Panel Wall Sections and Details	A_S3.3	02/20/2008
Horizon Tech Center - Sections and Details	A_S8	02/20/2008
Horizon Tech Center - Sections and Details	A_S7	02/20/2008
Horizon Tech Center - Sections and Details	A_S8	02/20/2008
Horizon Tech Center - Sections and Details	A_S9	02/20/2008
Horizon Tech Center - Sections and Details	A_S10	02/20/2008
Horizon Tech Center - Schedule, Notes, Legend, Details and T-24	A_M1.2a	01/02/2008
Horizon Tech Center - Site Plan and Equipment Pad Layout	A_M1.1e	01/02/2008
Horizon Tech Center - Mechanical HVAC 1st Floor Plan	A_M2.1a	01/02/2008
Horizon Tech Center - Mechanical HVAC 2nd Floor Plan	A_M2.2a	01/02/2008
Horizon Tech Center - Mechanical HVAC Roof Plan	A_M2.3a	01/02/2008
Horizon Tech Center - Specifications and Calculations	A_P-1	11/15/2007
Horizon Tech Center - Site Plan	A_P-2	11/15/2007
Horizon Tech Center	A_P-3	11/15/2007
Horizon Tech Center - Second Floor Plan	A_P-4	11/15/2007
Horizon Tech Center - Roof Plan	A_P-5	11/15/2007
Horizon Tech Center - Restroom Details	A_P-6	11/15/2007
Horizon Tech Center - Restroom Details	A_P-7	11/15/2007
Horizon Tech Center - Note Sheet	A_E1.1	11/15/2007
Horizon Tech Center - Title 24	A_E1.2a	11/15/2007
Horizon Tech Center - Exterior Title 24	A_E1.2b	11/15/2007
Horizon Tech Center - Lighting Detail Sheet	A_E1.3	11/15/2007
Horizon Tech Center - Site Plan Utility	A_E2.1	11/15/2007
Horizon Tech Center - Site Plan Lighting	A_E2.2	11/15/2007
Horizon Tech Center - First Floor Lighting Plan	A_E3.1	11/15/2007
Horizon Tech Center - First Floor Power Plan	A_E3.2	11/15/2007
Horizon Tech Center - Second Floor Lighting Plan	A_E4.1	11/15/2007
Horizon Tech Center - Second Floor Power Plan	A_E4.2	11/15/2007
Horizon Tech Center - Roof Plan	A_E5.1	11/15/2007
Horizon Tech Center - Single Line Diagram and Panel Schedules	A_E6.1	11/15/2007
Horizon Tech Center - Detail Sheet	A_E7.1	11/15/2007
Horizon Tech Center - Detail Sheet #2	A_E7.2	11/15/2007
Horizon Tech Center - Detail Sheet #3	A_E7.3	11/15/2007
Horizon Tech Center - Title Sheet	B_T1.1	02/20/2008
Horizon Tech Center - Title 24 Energy Compliance	B_T1.2	02/20/2008
Horizon Tech Center - Fire Tested Assemblies and Penetrations	B_AC.1	02/20/2008
Horizon Tech Center - Fire Tested Assemblies and Penetrations	B_AC.1	02/20/2008
Horizon Tech Center - Architectural Site Plan	B_A1.1	02/20/2008
Horizon Tech Center	B_A1.2	02/20/2008
Horizon Tech Center - First Level Floor Plan	B_A2.1	02/20/2008
Horizon Tech Center - Second Level Floor Plan	B_A2.2	02/20/2008

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Horizon Tech Center - Roof Plan	B_A2.3	02/20/2008
Horizon Tech Center - Enlarged Floor Plans	B_A2.4	02/20/2008
Horizon Tech Center - Exterior Elevations	B_A3.1	02/20/2008
Horizon Tech Center - Wall Sections	B_A4.1	02/20/2008
Horizon Tech Center - Stair and Elevator Sections	B_A4.2	02/20/2008
Horizon Tech Center - Details	B_A5.1	02/20/2008
Horizon Tech Center - Partition Schedule and Details	B_A6.1	02/20/2008
Horizon Tech Center - Door Schedule and Hardware Group	B_A6.2	02/20/2008
Horizon Tech Center - Interior Elevations	B_A7.1	02/20/2008
Horizon Tech Center - Interior Details	B_A8.1	02/20/2008
Horizon Tech Center - Reflected Ceiling Plan	B_A8.2	02/20/2008
Horizon Tech Center - Enlarged Finish Plans	B_A9.1	02/20/2008
Horizon Tech Center - Title Sheet	B_A10.1	02/20/2008
Horizon Tech Center - Foundation Plan	B_S1	02/20/2008
Horizon Tech Center - Framing Plan Level 02	B_S2	02/20/2008
Horizon Tech Center - Framing Plan Roof	B_S3	02/20/2008
Horizon Tech Center - Tie-Up Panel Wall Elevations	B_S4	02/20/2008
Horizon Tech Center - Tie-Up Panel Wall Elevations	B_S5.1	02/20/2008
Horizon Tech Center - Tie-Up Panel Wall Sections and Details	B_S5.2	02/20/2008
Horizon Tech Center - Sections and Details	B_S5.3	02/20/2008
Horizon Tech Center - Sections and Details	B_S6	02/20/2008
Horizon Tech Center - Sections and Details	B_S7	02/20/2008
Horizon Tech Center	B_S8	02/20/2008
Horizon Tech Center - Sections and Details	B_S9	02/20/2008
Horizon Tech Center - Schedule, Notes, Legend, Details and T-24	B_S10	02/20/2008
Horizon Tech Center - Site Plan and Equipment Pad Layout	B_M1.0b	01/02/2008
Horizon Tech Center - Mechanical HVAC 1st Floor Plan	B_M1.1b	01/02/2008
Horizon Tech Center - Mechanical HVAC 2nd Floor Plan	B_M2.1b	01/02/2008
Horizon Tech Center - Mechanical HVAC Roof Plan	B_M2.2b	01/02/2008
Horizon Tech Center - Specifications and Calculations	B_M2.3b	01/02/2008
Horizon Tech Center - Site Plan	B_P1	11/15/2007
Horizon Tech Center - First Floor Plan	B_P2	11/15/2007
Horizon Tech Center - Second Floor Plan	B_P3	11/15/2007
Horizon Tech Center - Roof Plan	B_P4	11/15/2007
Horizon Tech Center - Restroom Details	B_P5	11/15/2007
Horizon Tech Center - Restroom Details	B_P6	11/15/2007
Horizon Tech Center - Restroom Details	B_P7	11/15/2007
Horizon Tech Center - Title Sheet	B_E1.1	11/15/2007
Horizon Tech Center - Title 24	B_E1.2A	11/15/2007
Horizon Tech Center - Exterior Title 24	B_E1.2B	11/15/2007
Horizon Tech Center	B_E1.3	11/15/2007
Horizon Tech Center	B_E2.1	11/15/2007

Subcontract #60805-1604

Initials /
Subcontractor BCM

Horizon Tech Center	B_E2.2	11/15/2007
Horizon Tech Center - First Floor Lighting Plan	B_E3.1	11/15/2007
Horizon Tech Center - First Floor Power Plan	B_E3.2	11/15/2007
Horizon Tech Center - Second Floor Lighting Plan	B_E4.1	11/15/2007
Horizon Tech Center - Second Floor Power Plan	B_E4.2	11/15/2007
Horizon Tech Center	B_E5.1	11/15/2007
Horizon Tech Center - Single Line Diagram and Panel Schedules	B_E6.1	11/15/2007
Horizon Tech Center - Detail Sheet	B_E7.1	11/15/2007
Horizon Tech Center - Detail Sheet #2	B_E7.2	11/15/2007
Horizon Tech Center - Title Sheet	C_T1.1	02/20/2008
Horizon Tech Center - Title 24 Energy Compliance	C_T1.2	02/20/2008
Horizon Tech Center - Fin Yasted Assemblies and Penetrations	C_AC.1	02/20/2008
Horizon Tech Center - Architectural Site Plan	C_A1.1	02/20/2008
Horizon Tech Center - Site Plan Details	C_A1.2	02/20/2008
Horizon Tech Center - First Level Floor Plan	C_A2.1	02/20/2008
Horizon Tech Center - Second Level Floor Plan	C_A2.2	02/20/2008
Horizon Tech Center - Roof Plan	C_A2.3	02/20/2008
Horizon Tech Center - Enlarged Floor Plan	C_A2.4	02/20/2008
Horizon Tech Center - Exterior Elevations	C_A3.1	02/20/2008
Horizon Tech Center - Wall Sections	C_A4.1	02/20/2008
Horizon Tech Center - Stair and Elevator Sections	C_A4.2	02/20/2008
Horizon Tech Center - Details	C_A5.1	02/20/2008
Horizon Tech Center - Partition Schedule and Details	C_A6.1	02/20/2008
Horizon Tech Center - Door Schedule and Hardware Groups	C_A6.2	02/20/2008
Horizon Tech Center - Interior Elevations	C_A7.1	02/20/2008
Horizon Tech Center - Interior Details	C_A8.1	02/20/2008
Horizon Tech Center - Reflected Ceiling Plan	C_A9.1	02/20/2008
Horizon Tech Center - Enlarged Finish Plans	C_A10.1	02/20/2008
Horizon Tech Center - Title Sheet	C_S1	02/20/2008
Horizon Tech Center - Foundation Plan	C_S2	02/20/2008
Horizon Tech Center - Framing Plan Level 2	C_S3	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Elevations	C_S5.1	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Elevations	C_S5.2	02/20/2008
Horizon Tech Center - Tilt-Up Wall Sections and Details	C_S5.3	02/20/2008
Horizon Tech Center - Sections and Details	C_S6	02/20/2008
Horizon Tech Center - Sections and Details	C_S7	02/20/2008
Horizon Tech Center - Sections and Details	C_S8	02/20/2008
Horizon Tech Center - Sections and Details	C_S9	02/20/2008
Horizon Tech Center - Sections and Details	C_S10	02/20/2008
Horizon Tech Center - Schedule, Notes, Legend, Details and T-24	C_M1.0c	01/22/2008
Horizon Tech Center - Site Plan and Equipment Pad Layout	C_M1.1c	01/22/2008

Horizon Tech Center - Mechanical HVAC 1st Floor Plan	C_M2.1c	01/02/2008
Horizon Tech Center - Mechanical HVAC 2nd Floor Plan	C_M2.2c	01/02/2008
Horizon Tech Center - Mechanical HVAC Roof Plan	C_M2.3c	01/02/2008
Horizon Tech Center - Specifications and Calculations	C_P1	11/15/2007
Horizon Tech Center - Site Plan	C_P2	11/15/2007
Horizon Tech Center - First Floor Plan	C_P3	11/15/2007
Horizon Tech Center - Second Floor Plan	C_P4	11/15/2007
Horizon Tech Center - Second Floor Plan	C_P4	11/15/2007
Horizon Tech Center - Roof Plan	C_P5	11/15/2007
Horizon Tech Center - Restroom Details	C_P6	11/15/2007
Horizon Tech Center	C_P7	11/15/2007
Horizon Tech Center - Note Sheet	C_E1.1	11/15/2007
Horizon Tech Center - Title 24	C_E1.2A	11/15/2007
Horizon Tech Center - Exterior Title 24	C_E1.2B	11/15/2007
Horizon Tech Center - Lighting Detail Sheet	C_E1.3	11/15/2007
Horizon Tech Center - Site Plan Utility	C_E2.1	11/15/2007
Horizon Tech Center - Site Plan Lighting	C_E2.2	11/15/2007
Horizon Tech Center - First Floor Lighting Plan	C_E3.1	11/15/2007
Horizon Tech Center - First Floor Power Plan	C_E3.2	11/15/2007
Horizon Tech Center - Second Floor Lighting Plan	C_E4.1	11/15/2007
Horizon Tech Center - Second Floor Power Plan	C_E4.2	11/15/2007
Horizon Tech Center - Roof Plan	C_E5.1	11/15/2007
Horizon Tech Center - Single Line Diagram and Panel Schedules	C_E6.1	11/15/2007
Horizon Tech Center - Detail Sheet	C_E7.1	11/15/2007
Horizon Tech Center - Detail Sheet #2	C_E7.2	11/15/2007
Horizon Tech Center - Detail Sheet #3	C_E7.3	11/15/2007
First Floor - Building 'A'	A-1	06/02/2008
Second Floor - Building 'B'	A-2	06/02/2008
First Floor - Building 'B'	B-1	06/02/2008
Second Floor - Building 'B'	B-2	06/02/2008
First Floor - Building 'C'	C-1	06/02/2008
Second Floor - Building 'C'	C-2	06/02/2008

ATTACHMENT B - Scope of Work

A. Inclusions:

1. Controls work will be in accordance with the plans and specifications.
2. Controls to be "turnkey" by Johnson Controls and will be performed without any change orders to BCM.
See item 5 below.
3. Warranty
4. Owner training
5. Controls work includes but is not limited to:
 - a. Provide Johnson Controls Compliant Building Automation System and integration with existing building automation systems
 - b. Provide all programming, hardware, software, connectors, interfaces, devices, monitoring, etc... as required to be fully operational and integrated with all control devices.
 - c. All controllers, sensors, wells, valves, input points, output points, conduits, wires, damper motors, actuators, relays, wiring (line or low voltage), network wiring and devices, as required for a fully operational control system.
 - d. Provide controls for, but not specifically limited to:
 1. Water Source Heat Pumps
 2. Exhaust Fans
 3. Split Systems (for Server Rooms)
 4. IDF Room exhaust fan with supplemental WSHP cooling. Complete automatic override to allow for WSHP system cooling in the event of high temperature condition.
 5. Miscellaneous devices or control points required for a fully operational system.
6. Field wiring WSHP isolation valves
7. Provide and install DDC programmable thermostats for WSHPs
8. Any line voltage wiring required for control of HVAC equipment or devices, as defined in #5 above, that is not specifically show in Division 16 scope of work.
9. Materials, labor, taxes, permits, business licenses, material handling, clean-up, offsite parking, removal of trash, hoisting, lifts, equipment rentals, etc... as required to complete the scope of work

B. Pricing Recap

1. Building A base bid	\$39,320
2. Building B base bid	\$47,183
3. Building C base bid	\$41,288
4. Furnish IDF controls for 10 IDF rooms building A, B, C	\$10,750
5. Field wire isolation valves for buildings A, B, C (96 units @ \$75 ea)	\$ 7,200
6. Furnish control for 2 server rooms with 3 split systems per room	\$ 7,800
7. Total	\$153,539

C. Exclusions:

8. After Hours Work
9. Air Flow Monitoring Stations (to be provided via change order \$16,200 total)
10. 120 V power wiring
11. LEED fundamental Commissioning

ATTACHMENT E
BILLING/ACCOUNTING PROCEDURES

1. All monthly progress payment requests are to be made on Brian Cox Mechanical's "Progress Payment Request" (copy enclosed).
 - (A) Subcontractor is required to bill percentage complete of base contract.
 - (B) Subcontractor must list only the change order(s) that have been approved and issued by Brian Cox Mechanical, Inc.
 - (1) Each approved change order must be billed based on percentage completed
2. Each monthly progress payment request must be accompanied with a "Conditional Waiver & Release Upon Progress Payment". The release must be equal to the amount requested on the monthly progress payment request. In addition, each monthly progress payment request must include an "Unconditional Waiver & Release Upon Progress Payment", for any progress payments received since the prior month's progress payment request.
3. Final payment requests must include all retention withheld.
 - (A) Final payment request must include a "Conditional Waiver & Release Upon Final Progress Payment" and two originals of a Guarantee & Warranty.
4. All original progress payment requests must be received in Brian Cox Mechanical's office no later than the 18th of each month for work to be completed through the end of the month. Billings received after the 18th of the month will be processed in the following month's pay application.
5. A detailed cost breakdown, "Schedule of Values", will be prepared and submitted for approval by the Subcontractor. A copy of this schedule should accompany each month's billing. The schedule should clearly break down the various phases of work, which you will be performing on this project, with a dollar amount for each phase. This submittal is required a minimum of fifteen (15) days prior to the first application for payment.
6. A copy of the Preliminary Lien Information is enclosed for your use and reference (copy enclosed).
7. Contractor shall retain from progress or other payments hereunder ten percent (10%) of the amount due until after final acceptance of the work by the Architect and Owner and until ten (10) days after Contractor's receipt of final retention payment from Owner.
8. Failure to comply with these procedures will result in delaying the processing of subcontractor's pay request for at least one month.

ATTACHMENT F- (HR): INSURANCE APPENDIX**A. Insurance Requirements**

1. Subcontractor shall, at its own expense, maintain in effect at all times during the performance of the work under the subcontract, not less than the following coverage's and limits of insurance which shall be maintained with insurers, policy forms and deductibles satisfactory to BRIAN COX MECHANICAL, INC. and the Owner. If Subcontractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Subcontractor agrees to amend, supplement or endorse the existing coverage to do so, at no additional cost to Brian Cox Mechanical, Inc.

- a) Workers' Compensation and Employer's Liability Insurance
 State Worker's Compensation – coverage as required by law.
 Employer's Liability with limits not less than each of the following:
 \$ 1,000,000 each accident for bodily injury;
 \$ 1,000,000 policy limit for bodily injury by disease;
 \$ 1,000,000 each employee for bodily injury by disease;
- b) General Liability and Umbrella/Excess Insurance
 Subcontractor shall carry a Commercial General Liability Policy provided on ISOCGL form No. CG 00 01 11 85 or 88. The Limits of Bodily Injury and Property Damage under this section shall not be less than:
 \$ 2,000,000 each Occurrence;
 \$ 2,000,000 Products/Completed Operations Aggregate;
 \$ 2,000,000 General Aggregate
- c) Automobile and Umbrella/Excess Insurance
 \$ 1,000,000 C.S.L (Combined Single Limit) and shall cover owned, hired and non-owned automobiles
 \$ 50,000 Fire Damage

(Note: Requirements a, b and c may be satisfied using any combination of primary and excess/umbrella liability insurance)

2. The General Liability, Umbrella/Excess and shall contain the following:
 - a) An Additional Insured Endorsement adding as an additional insured each party noted in Section 2d of this attachment, or otherwise identified in the Prime Contract, as respects liabilities arising out of Subcontractor's work under this contract (including Products/Completed Operations) on the ISO CGL Endorsement CG 20 10 11 85 "Owners, Lessees or Contractors (Form B)". The parties intend that the insurance coverage required hereunder and/or provided by the Subcontractor apply on a primary basis with any other insurance policy(s) of BRIAN COX MECHANICAL, INC., the Owner and those additional insured entities as identified in the Prime Contract being excess and not contributing. Such Primary Wording shall be included on the Additional Insured Endorsement.
 - b) Cross Liability coverage as would be achieved under the standard ISO separation of insured's clause.
 - c) Provision or endorsement stating that such insurance, subject to terms and conditions usual to Standard General Liability and Automobile Policies, applies to the liability assumed by Subcontractor under this contract.

d) Additional Insured Listings:

Brian Cox Mechanical, Inc.
OPUS West Construction Corporation

3. Modified Occurrence Liability Policies are not acceptable. Claims Made General Liability Policies are not acceptable. Subcontractors providing such insurance will be considered in default of the requirements of this Subcontract Agreement.
4. If higher limits, additional coverage's, or more stringent requirements are specified in the Prime Contract, Subcontract will comply with all such requirements. If Waivers of Subrogation are required by the Prime Contract, Subcontractor will have the appropriate policies endorsed accordingly.
5. On execution of the Contract and prior to commencement of work, Subcontractor shall file on forms acceptable to Brian Cox Mechanical, Inc. a certificate of insurance properly executed and signed by an authorized representative on behalf of the insurer(s) evidencing the above coverage's and conditions to Brian Cox Mechanical, Inc. Subcontractor shall maintain the required Insurance and Additional Insured's for the period of time for which the Subcontractor may be held legally liable for its work. Also, the required Certificates of Insurance and Additional Insured Endorsements shall be provided and maintained during warranty period of the Subcontractor's work. Subcontractor further agrees, upon written request by Brian Cox Mechanical, Inc. or Owner, to furnish copies of such policies, certified by an authorized representative of the insurer(s).
6. All Insurance coverage provided by the Subcontractor shall be through acceptable insurance carriers licensed in the state(s) where work is being performed with a minimum A.M. Best Company standard of A:VII or greater.
7. All Subcontractor's policies shall contain an endorsement providing that written notice shall be given to Brian Cox Mechanical, Inc. and Owner at least thirty (30) days to termination, non-renewal, cancellation or reduction of coverage in the policy.
8. Subcontractor to provide waivers of subrogation in favor of Brian Cox Mechanical, Inc. and any additional insured listed on the insurance certificate or this attachment, and as outlined in the OCIP Manual.

ATTACHMENT I
SUBCONTRACTOR SAFETY, HEALTH, AND ENVIRONMENTAL MINIMUM
PERFORMANCE STANDARD (MPS)

Brian Cox Mechanical, Inc. constantly strives to provide a safe and productive work environment. The following items are intended as a guide to help improve Subcontractor compliance with environmental, health, and safety laws and recognition of safe work practices. This section is not intended as a complete safety program in itself. Subcontractor is required to conduct a complete Safety and Injury Prevention Program (IIPP) in compliance with the CAL OSHA standards and in full cooperation with Brian Cox Mechanical, Inc. program. (See also Terms and Conditions Sections 2, Item F and 10).

A. GENERAL EXPECTATIONS

Subcontractors shall develop and maintain safety, health and environmental programs and procedures that meet or exceed Federal, State, and Local laws, regulations and standards. They shall also agree to comply with any Owner and/or BRIAN COX MECHANICAL, INC. site specific requirements. The subcontractor shall be able to provide reasonable documentation to demonstrate compliance with minimum performance standards (MPS).

Subcontractors shall make Brian Cox Mechanical immediately aware of any unique safety, health, or environmental concerns related to their work and make timely efforts to notify other affected contractors working on site and protect the public from hazards.

The MPS compliance shall be expected of any additional tier subcontractors under the first tier subcontractor's control. Subcontractors shall be responsible for the content and cost of any training required by the MPS, and shall document that the training is completed before the job starts.

Subcontractors shall perform and document pre-task planning to identify any hazards related to their work. This shall be available for inspection by Brian Cox Mechanical at any time.

B. STAFFING REQUIREMENTS AND EXPECTATIONS

A designated safety person (DSP) shall be assigned to coordinate project safety requirements regardless of staffing levels. If the project requires more than one shift, each shift will require a DSP. The DSP shall be trained in emergency procedures. If the project develops a Safety Committee, the subcontractor shall make a representative available to participate in committee activities.

Subcontractor shall provide an adequate number of first aid trained people to respond to emergency events. Brian Cox Mechanical shall be notified of any changes in First Aid/CPR staffing during the project. Subcontractors shall provide Brian Cox Mechanical a site-specific emergency plan identifying CPR/First Aid staff, First Aid equipment, and the nearest medical clinic or hospital.

A full time Safety Professional acceptable to Brian Cox Mechanical Incorporated will be provided when subcontractor-staffing levels reach 100 employees.

C. ORIENTATION AND TRAINING

Subcontractor's employees shall receive a site specific orientation at initial assignment.

Subcontractors shall document employee attendance at site specific safety orientation and make a copy available to Brian Cox Mechanical. In addition, Brian Cox Mechanical and other subcontractors should be made aware of any special training required as a result of their activities.

Subcontractors are responsible for all safety, health and environmental training related to their work.

D. SAFETY MEETINGS

Subcontractors will conduct their own safety meetings as required by law. In addition, Subcontractor's personnel will attend BRIAN COX MECHANICAL, INC. weekly toolbox training meetings and coordination meetings if directed by the BRIAN COX MECHANICAL, INC. Co. Project Superintendent. Subcontractors are to provide Brian Cox Mechanical's Project Superintendent with a copy of their safety meeting reports.

Subcontractor's superintendent, foreman, or DSP shall be represented at all of BRIAN COX MECHANICAL, INC.'s scheduled safety/coordination meetings.

E. BARRICADES & PERIMETER PROTECTION

Subcontractors shall assure that all their jobsite personnel understand that removal of barricades and other perimeter protection must have prior approval of BRIAN COX MECHANICAL, INC.'s Project Superintendent. Subcontractor's personnel are responsible for any barricade or perimeter protection removed because of their work. Subcontractor will be solely responsible for work safety during the period of temporary removal.

F. AUDITS AND INSPECTIONS

Subcontracts shall conduct and document daily safety audits of their work areas and shall cooperate with any regulatory agency consultation or compliance inspections.

G. ENFORCEMENT

A plan for disciplinary action for violation of known safety requirements shall be part of subcontractor's IIPP.

If Brian Cox Mechanical identifies any Subcontractors employee violating project safety requirements the identified employee will be removed from the job immediately.

H. FIRE & FLAMMABLE MATERIAL

The following items represent basic fire control procedures to be followed by all Subcontractors:

1. Flammable liquids and/or combustible solids are to be stored only in properly labeled, approved, closed, secured metal containers.
2. Combustible waste materials are to be picked up and properly disposed of; at least once a shift and more often if necessary.
3. Locate extra fire extinguishers near welding operations.
4. Oxygen and acetylene cylinders are to be secured upright, stored separately (20' or more apart) and away from other combustible materials.
5. Control or contain welding, cutting, or grinding sparks; if necessary, provide a fire watch.
6. Brian Cox Mechanical shall be notified immediately of any explosive material brought on the project site.
7. The amount of flammable/combustible liquids stored for use in temporary containers shall be limited to what will be used in one shift.

I. HOUSEKEEPING

Each Subcontractor is responsible for cleanup and removal of their debris, excess material, trash, and tools on a daily basis. All work areas shall be kept clean at all times. (See also Section 10N and Terms and Conditions Sections 11, Item Q). Failure to perform this function will result in the Subcontractor being charged for cleanup being performed by others.

J. HAZARDOUS WASTE

Subcontractor is responsible for the generation, management, and proper disposal of any flammable explosives, ignitable liquids, radioactive materials, toxic substances, or any related materials or substances, including, without limitation, any substance defined as or included in the definition of "hazardous wastes" under any applicable federal, state or local law, regulation or ordinance.

The subcontractor agrees not to bring hazardous wastes on site or generate hazardous waste without the knowledge and consent of BRIAN COX MECHANICAL, INC. Co.

Exception: Small quantities, (less than 4 liters total and 1 liter in any single container) and the hazardous materials are totally consumed or removed during the shift. In this case the work must be performed without any emission or discharge to the air, soil, storm drains, or exposure to other workers.

Subcontractors are responsible for Proposition 65 notification requirements, codes and regulations, and for maintaining a list of all materials containing hazardous substances. A complete list of these materials and copies of the MSDS (Material Safety Data Sheet) are to be given to BRIAN COX MECHANICAL, INC, no later than the first day said materials are brought on the site.

Subcontractors are responsible for training and documenting their employees training in the proper safety precautions for use and disposal of said materials. Furthermore, Subcontractors using hazardous materials

shall notify other Subcontractors' field supervisors and employees of their use and maintain proper controls to eliminate their exposure to said materials. It shall be the responsibility of the Subcontractor to maintain all hazardous substances in properly identified containers kept in properly controlled areas. The removal from the site of excess materials or disposal of waste materials is the sole responsibility of the Subcontractor.

L. PROJECT SAFETY INSPECTION AND ENFORCEMENT

Safety Hazard Notices (Exhibit G-5) will be sent to Subcontractors observed violating safety regulations. Failure to correct conditions that are noted on a safety hazard notice places the offending Subcontractor in violation of their contract. This may result in progress payments being withheld until the conditions noted are corrected. If the hazard is serious, BRIAN COX MECHANICAL, INC. Co. may be forced to stop all of the offending Subcontractor's work activities until the hazard is corrected at the Subcontractors expense.

Subcontractors will be directed to remove from the project, any employee who refuses to comply with or has been repeatedly observed violating safety regulations.

M. TEMPORARY POWER

Temporary power 15 and 20 amp service shall be protected by Ground Fault Circuit Interrupters (GFCI).

Temporary power cords shall be heavy-duty construction grade, NO JUNIOR GRADE CORDS will be allowed on site.

N. WORKER SAFETY

All Subcontractors' agents shall be dressed in appropriate clothing when entering jobsite, including long pants, rubber soled shoes, safety glasses (when required) and hardhats. Sleeveless shirts and open-toed shoes will not be allowed. Subcontractor's agents include field personnel, management, vendors, second tier subs and visitors.

The Subcontractor agrees to provide personal protective equipment (PPE) and adequate training for the use of PPE to all of their employees as required by applicable OSHA standards. Brian Cox Mechanical Inc. is not responsible for providing hardhats, work gloves, goggles, etc. to anyone but their own personnel.

O. FIRSTAID

Subcontractor's field crew must have a First-Aid kit and immediate access to a medical facility for use in an emergency. An effective emergency communication system is the responsibility of the Subcontractors for their activities.

Brian Cox Mechanical, Inc.
12150 Flint Place
Poway, CA 92064
(858) 679-5757 - (858) 679-1888/fax

Subcontract Change Order

Change Order No: 1

Project Number: 60805 Date: 11/05/2008
To: Johnson Controls, Inc., 9630 Ridgehaven Ct., San Diego, CA 92123
(The terms and conditions of the Original Contract are to apply to this change order)
Date of Original Contract: 08/25/2008 Contract/CSI No. 60805-1604
Project Title: Lockheed Martin TI, 10301 Meanley Drive, San Diego, CA 92131

The following changes are hereby made to the Contract Documents:

Description of work	Amount
Air Flow Monitoring	8,100.00

Notes


NOTE: This Change Order must be fully executed by

CHANGE TO CONTRACT TIME:
The Contract Time will Be (increased)
(decreased) by TBD

Previous Contract Amount: \$153,539.00
Current Change Order Amount: \$8,100.00
Revised Contract Amount: \$161,639.00

Johnson Controls, Inc.

BRIAN COX MECHANICAL, INC.;
A CALIFORNIA CORPORATION

By: 
MARK CUNNINGHAM
Branch Mgr

By: _____
(Project Manager)

Dated: 1-28-09
8/11-0088

Dated: _____

Brian Cox Mechanical, Inc.
12150 Flint Place
Poway, CA 92064
(858) 679-5757 - (858) 679-1888/fax

Subcontract Change Order

Change Order No: 2

Project Number: 60805 Date: 01/15/2009
To: Johnson Controls, Inc., 9630 Ridgehaven Ct., San Diego, CA 92123
(The terms and conditions of the Original Contract are to apply to this change order)
Date of Original Contract: 08/25/2008 Contract/CSI No. 60805-1604
Project Title: Lockheed Martin TI, 10301 Meanley Drive, San Diego, CA 92131

The following changes are hereby made to the Contract Documents:

Description of work	Amount
Kitchen duct and equip	983.00

Notes

NOTE: This Change Order must be fully executed by

CHANGE TO CONTRACT TIME:	Previous Contract Amount:	\$161,639.00
The Contract Time will Be (increased)	Current Change Order Amount:	\$983.00
(decreased) by <u>IBD</u>	Revised Contract Amount:	\$162,622.00

Johnson Controls, Inc.

BRIAN COX MECHANICAL, INC.;
A CALIFORNIA CORPORATION

By: 
MARK CUNNINGHAM

By: _____
(Project Manager)

Dated: 1-28-09

Dated: _____

8/11/2008

CALIFORNIA PRELIMINARY NOTICE

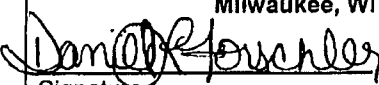
Your attention is directed to Sections 3110 and 3158 California Civil Code which requires us to notify you "That if bills are not paid in full for labor, services, equipment or materials furnished, or to be furnished, the improved property (which is described hereon) may be subject to mechanics' lien".

This is not a lien. This is not a reflection on the integrity of any contractor or subcontractor.

You are hereby notified:

Date: October 27, 2008

That the undersigned has furnished or will furnish labor, services, equipment or material of the following description:

Firm:	Name: Johnson Controls, Inc. Address: 507 E Michigan Ave. Milwaukee, WI 53202	Description of materials, labor, services or equipment furnished: CONTROL SYSTEMS PER CONTRACT Project Description:: Lockheed Martin TI (Horizon TC)
	 Signature Credit Supervisor (Authorized Agent) Title	Name Daniel L. Forschler Address of building, structure, work of improvement City SAN DIEGO State CA

JCI Job No. 81110088

The name and address of the person who contracted for the purchase of such labor, service, equipment or material is:
BRIAN COX MECHANICAL INC

Lender Name and Address		NOTICE to Construction Lender Only Estimated total price of the labor, services, equipment or materials described hereon. <p style="text-align: center;">\$156,089.00 Plus future Change Orders</p>
Owner Name and Address	Owner OPUS WEST CONSTRUCTION CORP 2050 MAIN STREET SUITE 800 IRVINE, CA 92614 Certified Mail # 7008 1300 000 4150 2896	NOTICE TO PROPERTY OWNER If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien, leading to the loss, through court foreclosure proceedings, of all or part of your property being to improved, may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under these circumstances. Private project owners must notify the original contractor and any lien claimant who has provided the owner with a preliminary 20-day lien notice in accordance with Section 3097 of the Civil Code that a notice of completion or notice of cessation has been recorded within 10 days of its recordation. Notice shall be by registered mail, certified mail, or first-class mail, evidenced by a certificate of mailing. Failure to notify will extend the deadlines to record a lien.
Original Contractor Name and Address	Prime Brian Cox Mechanical Inc 12155 Kirkham Road POWAY, CA 92064 Certified Mail # 7008 1300 000 4150 2902	Trust Funds to Which Supplemental Fringe Benefits are Payable Name Address Name Address

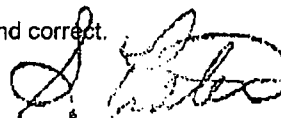
(Material men not required to furnish the above)

DECLARATION OF SERVICE

I **Sandra Prater** declare that I served copies of the above Preliminary Notice by first class register/certified mail, postage prepaid, on the lender, owner and original contractor, and where applicable the prime subcontractor at the above addresses on: **October 27, 2008. Phone Number 414-524-7213**

I declare, under penalty of perjury, that the foregoing is true and correct.
 Executed on, **October 27, 2008 at Milwaukee, Wisconsin**

Signature of person making service: _____



ATTACH RECEIPTS OF CERTIFIED OR REGISTERED MAIL WHEN RETURNED

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brian Cox Mechanical Inc
12155 Kirkham Road
POWAY, CA 92064

2. Article Number
(Transfer from service label)

7006 1300 0000 4150 2902

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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

2. Article Number
(Transfer from service label)

7006 1300 0000 4150 2896

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

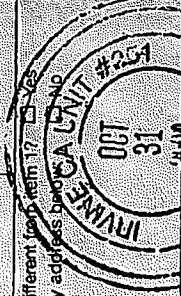
COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

R. G. CH

8111-0088



UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

R. G. CH

8111-0088

