

<b>UNITED STATES BANKRUPTCY COURT</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>Opus West Construction Corporation</b>		Case Number: <b>09-34356-HDH-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>MKB Construction, 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>Scott Maki, MKB Construction, Inc. 450 East Watkins, Phoenix, AZ 85004</b>		
Telephone number: <b>(602) 256-6172</b>		
Name and address where payment should be sent (if different from above):  <div style="text-align: center;"> <b>FILED</b>  <b>NOV 03 2009</b>  <b>TAWANA C. MARSHALL, CLERK</b>  <b>U.S. BANKRUPTCY COURT</b>  <b>NORTHERN DISTRICT OF TEXAS</b> </div> 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>32,472.08</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
<b>2. Basis for Claim:</b> <u>Services performed</u> (See instruction #2 on reverse side.)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> <u>8127</u>  <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a 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)(____).  <b>Amount entitled to priority:</b> \$ _____  <small>*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.</small>
<b>4. Secured Claim</b> (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.  <b>Nature of property or right of setoff:</b> <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <b>Describe:</b>  <b>Value of Property:</b> \$ <u>12,900,000.00</u> <b>Annual Interest Rate</b> <u>10%</u>  <b>Amount of arrearage and other charges as of time case filed included in secured claim,</b> <b>if any:</b> \$ <u>32,472.08</u> <b>Basis for perfection:</b> <u>Mechanic's Lien</u>  <b>Amount of Secured Claim:</b> \$ <u>32,472.08</u> <b>Amount Unsecured:</b> \$ <u>0.00</u>		
<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: _____		
<b>Date:</b> <u>11/4/09</u> <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>Scott Maki, President, MKB Construction, Inc.</b>		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 1

FOR COURT USE ONLY



**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Items to be completed in Proof of Claim form****Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

**Creditor's Name and Address:**

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

**1. Amount of Claim as of Date Case Filed:**

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

**2. Basis for Claim:**

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

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

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

**3a. Debtor May Have Scheduled Account As:**

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

**4. Secured Claim:**

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

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

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

**6. Credits:**

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

**7. Documents:**

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

**Date and Signature:**

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

**DEFINITIONS****Debtor**

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

**Creditor**

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

**Claim**

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

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. §506(a)**

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

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

**Unsecured Claim**

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

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

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

**Redacted**

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

**Evidence of Perfection**

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

**INFORMATION****Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

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

**MKB Construction, Inc. Proof of Claim**  
**09-34356-HDH-11**

**Summary of Attached Documents**

	Description	Date
1.	Notice and Claim of Mechanic's and Materialman's Lien recording number 2009-0452021 Exhibit A – Legal Description Exhibit B – Subcontract Agreement – dated 11/05/2008 Subcontract Change Orders Exhibit C – Twenty Day Preliminary Notice – 11/07/2008 Exhibit D – Affidavit of Service by Mail – 04/30/2009 Certificate of Mailing – 11/10/2008	05/19/2009
2.	Statement of Account Worksheet showing outstanding invoices/pay applications, and interest	11/2/2009
3.	Application and Certification for Payment No. 236420	1/20/2009
4.	Application and Certification For Payment No. 236421	1/20/2009
5.	Application and Certification For Payment No. 236490	2/25/2009

RETURN TO  
HELP



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2009-0452021 05/19/09 04:42 PM  
1 OF 7

GARCIA

When recorded mail to:  
James B. Wright, Esq.  
FOLK & ASSOCIATES, P.C.  
3636 North Central Ave., Ste. 600  
Phoenix, Arizona 85012

**MKB CONSTRUCTION, INC.**

Claimant,

**OPUS WEST CONSTRUCTION CORPORATION**

Contractor,

**SALT RIVER PIMA MARICOPA INDIAN COMMUNITY**

Property Owner and Lessor,

**MSPFA 20, LLC**

Lessee and Development Lessor,

**PIMA CENTER 101, LLC**

Lessee and Developer,

**MUTUAL OF OMAHA BANK**

Project Owner and Sublessee

**NOTICE AND CLAIM OF MECHANIC'S AND  
MATERIALMAN'S LIEN**

**[LEASEHOLD INTEREST ONLY]**

**STATE OF ARIZONA**

)

**County of MARICOPA**

) ss

)

Scott Maki, the **President** of Claimant, being first duly sworn, deposes and says:

1. **LEGAL DESCRIPTION.** The lands and improvements to be charged with this lien are described below:

Pima Center Development Leasehold Interest, Parcel No. 20, as legally described on attached and incorporated **Exhibit "A"**.

The street address is: Mutual of Omaha, 9200 East Pima Center Parkway, Scottsdale, AZ 85258.

2. **OWNERS.** The name and address of the owner or reputed owner of the property concerned are:

Salt River Pima-Maricopa Indian Community, 10005 East Osborn Rd., Scottsdale, AZ 85256, master owner of the land and lessor;

MS-PFA 20, LLC, 1209 Orange Street, Wilmington, DE 19801, as landlord;

Pima Center 101, LLC c/o Opus West, 2555 East Camelback road, Suite 800, Phoenix, AZ 85016, as developer and sublessor; and

Mutual of Omaha Bank, 9200 East Pima Center Parkway, Scottsdale, AZ 85258, project owner and sublessee.

3. **EMPLOYER-BUYER.** The name of the person by whom the Claimant was employed or to whom it furnished materials is: Opus West Construction Corporation, Inc.

4. **CONTRACT.** A copy of the contract is attached as **Exhibit "B"**, or the terms, time given, and conditions, if oral, follow:

See copy of contract attached hereto as **Exhibit "B"**.

5. **CLAIM:** After deducting just credits and offsets, demand is hereby made for the amount of Thirty One Thousand Three Hundred Thirty Four Dollars and 70/100 (\$31,334.70), plus attorneys' fees and costs, and interest at the rate of 10% per annum, as provided by Arizona law, from the date the amounts first became due.

6. **COMPLETION DATE.** Upon information and belief, the project of improvement is not complete or was completed within the last 120 days prior to the recording of this Notice and Claim of Mechanic's and Materialman's Lien. The last day that service and materials were furnished to the project by Claimant was 21 January 2009.

7. **PRELIMINARY NOTICE.** A preliminary 20-day notice was provided on 7 November 2008. A copy of the notice, is attached as **Exhibit "C"**. A copy of the first class mail certificate and affidavit of proof of service of the notice are collectively attached as **Exhibit "D"**.

Affiant, as the President and on behalf of Claimant, claims a lien upon the above-described property, structures and improvements and the benefits of the laws of the State of Arizona, relating to liens of mechanics, materialmen, laborers and others, for the sum due Claimant for the labor, material, professional services, and/or rental equipment performed or supplied under the above-contract, and attorneys' fees and costs. For the purpose of fixing its lien Claimant has made this Notice and Claim of Lien in counterparts. Claimant has delivered one copy thereof to the County Recorder of the County of Maricopa, State of Arizona, to be filed and recorded as required by law, and served a copy thereof upon **MUTUAL OF OMAHA BANK**, as the Owner or Reputed Owner, and Lessee of said real property and improvements.

**MKB CONSTRUCTION, INC.**



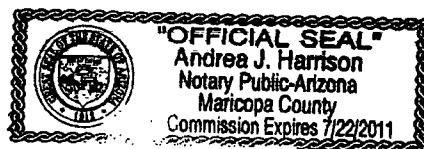
By **Scott Maki**  
Its President

STATE OF ARIZONA            )  
  ) ss.  
County of MARICOPA        )

SUBSCRIBED AND SWORN the foregoing instrument was acknowledged before me this 19th day of May, 2009, by Scott Maki, the President of MKB Construction, Inc., an Arizona corporation, on behalf of the corporation.

My Commission Expires: 7-22-11

Andrea J. Harrison  
Notary Public



# **EXHIBIT "A"**

**LEGAL DESCRIPTION  
FOR  
PIMA CENTER  
Development Leasehold Interest Description  
Parcel No. 20**

Job No. 04-016

February 21, 2006

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

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

Thence S90°00'0"E for a distance of 493.07 feet; thence S00°14'37"W for a distance of 482.58 feet to a point on the North right-of-way line of Via de Ventura; thence N89°53'53"W, along said North right-of-way line, for a distance of 491.02 feet; thence N00°00'00"E for a distance of 481.70 feet to the POINT OF BEGINNING.

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



# **EXHIBIT "B"**





Mutual of Omaha T.I. @ Pima Center V (III) - A / 97352.25  
07200, 09000, and 09900 /Building Insulation, Gypsum Board Assemblies, and Painting  
MKB Construction, Inc. / Scott Maki  
Contact Phone # (602) 256-6172  
Contact Fax # (602) 340-9946  
Payment Terms: Standard

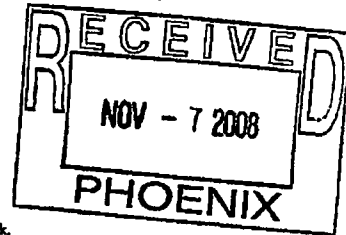
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### SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 05th day of November, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2555 East Camelback Road, Suite 800, Phoenix, AZ 85016, and MKB Construction, Inc. ("Subcontractor") with its office located at 450 East Watkins Street, Phoenix, AZ 85004.

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 Mutual of Omaha T.I. @ Pima Center V (III) - A ("Project"), located at 9200 E. Pima Center Parkway, Scottsdale, AZ 85258 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. **Owner.** The Owner of the Project is PC-101, Inc. ("Owner").
4. **Architect/Engineer.** The architect and engineers ("Architect/Engineer") of record for the Project are:  
Architect of Record: McCarthy Nordburg, Ltd.  
Electrical Engineer: Electrical Designs, Inc.  
Mechanical Engineer: Professional Consulting Engineers, Inc.  
Plumbing Engineer: Kraemer Engineering, 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 01/14/2009. 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 \$ 143,997.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A".
8. **Riders.** The following Riders are attached to and made a part of this Subcontract:  
8.1 Rider A (Scope of Work)  
8.2 Rider B (Indemnification)  
8.3 Rider C (Insurance)



Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager Vincent Genetti 07 Nov 2008

Vincent Genetti

#### CONTRACTOR

Opus West Construction Corporation

By: [Signature]

James Godwin

(Print Name)

Senior Director of Construction

(Title)

11/11/08

(Date)

#### SUBCONTRACTOR

MKB Construction, Inc.

By: [Signature]

(Print Name)

Partner

(Title)

11/7/08

(Date)

Mutual of Omaha T.I. @ Pima Center V (III) - A / 97352.25  
 Building Insulation, Gypsum Board Assemblies, and Painting

**RIDER A**

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and MKB Construction, Inc. dated 11/05/2008. 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 Building Insulation, Gypsum Board Assemblies, and Painting work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

**Drawings and Specifications**

<b>Description</b>	<b>Number</b>	<b>Last Revision</b>
General Conditions of Subcontract, June 2005 Edition		06/01/2005
Supplemental General Conditions of Subcontract - West, June 2005 Edition		06/01/2005
MO - Special Conditions of Subcontract - West, June 2005 Edition, Revised for the Mutual of Omaha Tenant Improvement		10/24/2008
MO - Final Clean Specifications	01743	10/31/2008
MO - Architectural Millwork Specifications	06400	10/31/2008
MO - Building Insulation Specifications	07200	11/05/2008
MO - Hollow Metal Doors and Frames Specifications	08100	10/31/2008
MO - Wood Doors Specifications	08200	10/31/2008
MO - Aluminum Framing and Glazing Specifications	08400	10/31/2008
MO - Door Hardware Specifications	08700	10/31/2008
MO - Gypsum Board Assemblies Specifications	09250	11/05/2008
MO - Ceramic and Stone Tile Specifications	09300	10/31/2008
MO - Acoustical Ceiling Specifications	09510	10/31/2008
MO - Resilient Flooring and Base Specifications	09850	10/31/2008
MO - Carpet Specifications	09680	10/31/2008
MO - Painting Specifications	09900	11/05/2008
MO - Window Treatment Specifications	12500	10/31/2008
MO - General Mechanical Requirements Specifications	15010	10/24/2008
MO - Supporting Mechanical Systems from Building Structure Specifications	15015	10/24/2008
MO - Fire Protection Specifications	15300	10/24/2008
MO - Plumbing Specifications	15400	10/24/2008
MO - Heating, Ventilation, and Air Conditioning Specifications	15500	10/24/2008
MO - Energy Management System Specifications	15800	10/24/2008
MO - Electrical Specifications	16000	10/24/2008
Index Sheet	1A0.0	10/31/2008
First Floor, Floor Plan	1A2.1	10/31/2008
Second Floor, Floor Plan	1A2.2	10/31/2008
First Floor Dimension Plan	1A2.3	10/31/2008
Second Floor Dimension Plan	1A2.4	10/31/2008
First Floor Exit Plan	1A2.5	10/31/2008
Second Floor Exit Plan	1A2.6	10/31/2008

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First Floor Ceiling Plan	IA3.1	10/31/2008
Second Floor Ceiling Plan	IA3.2	10/31/2008
First Floor Furniture Plan	IA4.1	10/31/2008
Second Floor Furniture Plan	IA4.2	10/31/2008
First Floor Finish Plan	IA5.1	10/31/2008
Second Floor Finish Plan	IA5.2	10/31/2008
Reception Desk & Teller Line Details	IA6.0	10/31/2008
Details	IA7.0	10/31/2008
Details	IA7.1	10/31/2008
Elevations & Sections	IA8.0	10/31/2008
Door Schedule	IA10.0	10/31/2008
Mechanical Schedules and Details	MA0.1	10/31/2008
Mechanical First Floor Plan	M2.1	10/31/2008
Mechanical Second Floor Plan	M2.2	10/31/2008
Mechanical Control Systems	MA4.1	10/31/2008
First Floor Plumbing Plan	P201	10/24/2008
Second Floor Plumbing Plan	P202	10/24/2008
Plumbing Details & Specifications	P301	10/24/2008
First Floor Lighting Plan	E1.1	10/31/2008
Second Floor Lighting Plan	E1.2	10/31/2008
First Floor Power Plan	E2.1	10/31/2008
Second Floor Power Plan	E2.2	10/31/2008
First Floor Mechanical/Power Plan	E3.1	10/31/2008
Second Floor Mechanical/Power Plan	E3.2	10/31/2008
Single-Line Diagram	E4.1	10/31/2008
Panel Schedules	E4.2	10/31/2008
First Floor Fire Protection Piping Plan	FP1 of 2	10/31/2008
Second Floor Fire Protection Piping Plan	FP2 of 2	10/31/2008

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

N/A

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.

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**Modifications and Clarifications**

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

- 1 Subcontractor shall use Salt River Pima Maricopa Indian Community suppliers and laborers whenever possible.
- 2 Subcontractor shall include all costs to complete the Project per the Mutual of Omaha T.I. Construction Schedule dated October 27, 2008, including material expediting, overtime wages, holiday wages, and non-standard work hour premiums.
- 3 Subcontractor shall endorse its Commercial General Liability and Umbrella/Excess Liability policies to add Opus West Construction Corporation, Opus West Corporation, and PC-101, Inc. as "additional insureds."

This Subcontract excludes the following:

- 1 Gross Receipts Tax
- 2 Payment or Performance Bond
- 3 General Building Permit

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

N/A

**Schedule Notes**

1. In accordance with the Mutual of Omaha Tenant Improvement Construction Schedule dated October 27, 2008.
2. In accordance with Project Superintendent's two and three-week schedules.

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

**Subcontract Items**

Sub-Job Number	Sub-Job Name	Name	Rate
97352.25	Mutual of Omaha T.I. @ Pima Center V (III) - A	Base Bid: 1st Floor Gypsum Board Assemblies	\$26,151.00
97352.25	Mutual of Omaha T.I. @ Pima Center V (III) - A	Base Bid: 2nd Floor Gypsum Board Assemblies	\$78,456.00
97352.25	Mutual of Omaha T.I. @ Pima Center V (III) - A	Base Bid: 1st Floor Painting	\$4,551.00
97352.25	Mutual of Omaha T.I. @ Pima Center V (III) - A	Base Bid: 2nd Floor Painting	\$14,957.00
97352.25	Mutual of Omaha T.I. @ Pima Center V (III) - A	Post Bid Adjustment: Subcontractor shall provide one (1) corner shelf wall per Second Floor Plan, Key Note 14.	\$150.00
97352.25	Mutual of Omaha T.I. @ Pima Center V (III) - A	Post Bid Adjustment: Subcontractor shall provide 1st and 2nd Floor wall end ceiling insulation per Drawings dated 10/31/2008.	\$17,314.00
97352.25	Mutual of Omaha T.I. @ Pima Center V (III) - A	Post Bid Adjustment: Subcontractor shall provide an additional (for a total of two) corner shelf wall per Second Floor Plan, Key Note 14.	\$300.00
97352.25	Mutual of Omaha T.I. @ Pima Center V (III) - A	Post Bid Adjustment: Subcontractor shall provide fire treated wood blocking for Mechashades in Board Room 2251.	\$204.00
97352.25	Mutual of Omaha T.I. @ Pima Center V (III) - A	Post Bid Adjustment: Subcontractor shall provide wall demolition for Doors 1117 and 2201A.	\$164.00
97352.25	Mutual of Omaha T.I. @ Pima Center V (III) - A	Post Bid Adjustment: Subcontractor shall provide partition end caps and neoprene gaskets adjoining the window system.	\$1,750.00
Total			\$ 143,997.00

**Subcontract Sum Breakdown**

Name	Account Code	Amount
Batt Insulation - Subcontract	97352.25-F10-07204.00-S	\$17,314.00
Gypsum Board Systems - Subcontract	97352.25-F10-09000.00-S	\$107,175.00
Painting - Subcontract	97352.25-F10-09900.00-S	\$19,508.00
Total		\$143,997.00

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#### 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
Ceiling Insulation	\$0.58	Sq Foot
Furred Columns:	\$3.03	Sq Foot
Gypsum Board Soffit	\$7.30	Sq Foot
Paint Gypsum Board Soffits	\$0.39	Sq Foot
Paint Wall	\$0.38	Sq Foot
Standard Partition 6" Above Grid	\$5.06	Sq Foot
Standard Partition to Deck	\$5.03	Sq Foot
Wall Insulation	\$0.58	Sq Foot

#### 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

**Mutual of Omaha T.I. @ Pima Center V (III) - A / 97352.25  
Building Insulation, Gypsum Board Assemblies, and Painting**

**RIDER B**

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and MKB Construction, Inc. dated 11/05/2008. 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. Pay When and If Paid.**

At all times Subcontractor shall be paid only to the extent that Contractor has been paid by Owner for the Work performed by Subcontractor. Notwithstanding any other provision of this Subcontract, and notwithstanding any provisions between Contractor and Owner with respect to payment, the parties agree that payment by Owner to Contractor shall be an express condition precedent to Contractor's obligation to pay Subcontractor. The parties clearly and unambiguously agree that payment by Contractor to Subcontractor is expressly contingent upon Contractor receiving its funds from progress and final payments received from Owner. All payments to Subcontractor shall be made by the Contractor solely out of the progress and final payments funds actually received by the Contractor from the Owner, and from no other source whatsoever. Subcontractor acknowledges that it is sharing, to the extent of payments to be made to Subcontractor, in the risk that Owner may fail to make one or more payments to the Contractor for all or a portion of the Work.

**Section 4. Title to Work.**

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

**Section 5. Indemnification**

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

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

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

**END OF RIDER B**

Mutual of Omaha T.I. @ Pima Center V (III) - A / 97352.25  
Building Insulation, Gypsum Board Assemblies, and Painting

**RIDER C**

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and MKB Construction, Inc. dated 11/05/2008. 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



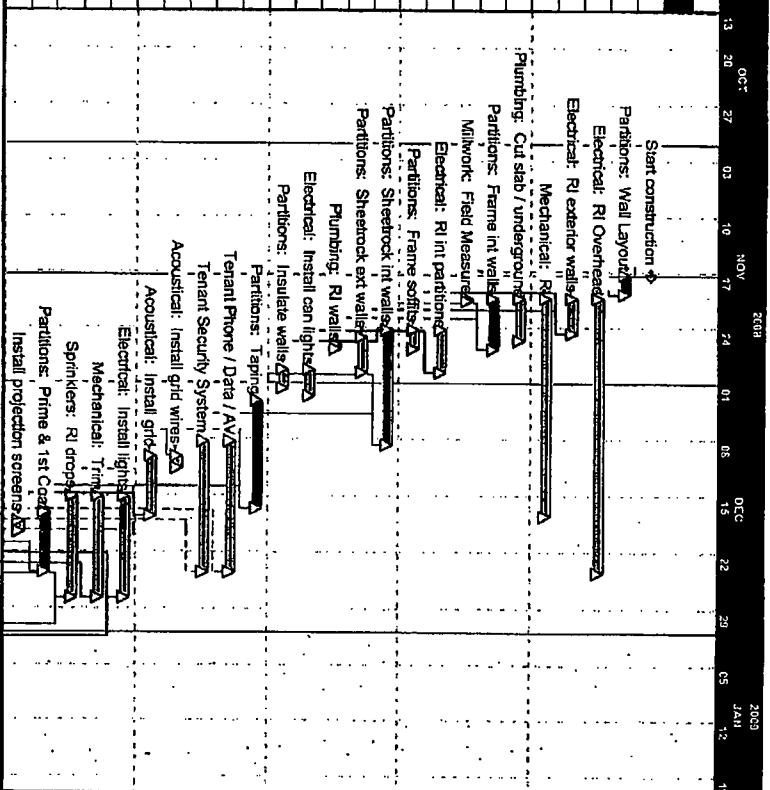
**Mutual of Omaha TI  
Construction Schedule  
Pima Center V - Building 'A'  
9200 East Pima Center Parkway**

Act ID	Description	Start	Finish	Predecessors	13	20	27	03	10	17	24	31	07	14	21	28	04	11	18	25	01	08	15	22	29	05	12	19
130	Electrical: Fire Life Safety	22DEC08	27DEC08	125																								
910	Doors: Install herculite doors	24DEC08	28DEC08	535																								
915	Doors: Install alum frames	24DEC08	31DEC08	910																								
410	Sprinklers: Trim	27DEC08	27DEC08	405																								
540	Partitions: Insulate ceiling	28DEC08	29DEC08	125, 370, 405, 705,																								
615	Acoustical: Install tiles	28DEC08	05JAN09	540, 610																								
810	Millwork: Install	28DEC08	02JAN09	615																								
490	Suite 260 - Flooring: Carpet & VCT	28DEC08	04JAN09	920																								
920	Flooring: Stone/Ceramic	29DEC08	01JAN09	910																								
925	Flooring: Carpet & VCT	29DEC08	04JAN09	920																								
545	Partitions: 2nd Coat	01JAN09	03JAN09	915																								
930	Doors: Install wood doors & HW	01JAN09	03JAN09	915																								
935	Doors: Install sidelights	01JAN09	02JAN09	915																								
310	Plumbing: Trim	03JAN09	03JAN09	810																								
135	Electrical: Trim	05JAN09	06JAN09	615																								
715	Tenant furniture	05JAN09	13JAN09	925																								
720	Tenant security system trim	05JAN09	06JAN09	135																								
940	Install rubber base	05JAN09	06JAN09	545, 925																								
945	Install Smart Boards	05JAN09	05JAN09	715																								
950	Install mechoshades	05JAN09	05JAN09	715																								
290	Mechanical: Test & Balance	06JAN09	08JAN09	615																								
010	Final clean	11JAN09	12JAN09	015																								
015	Final inspections	11JAN09	14JAN09	715																								
020	Punch list	13JAN09	17JAN09	010																								
025	Certificate of Occupancy		14JAN09	015																								

**Opus West Construction Corporation  
October 27, 2008**

**Mutual of Omaha TI  
Construction Schedule  
Plima Center V - Building 'A'  
9200 East Plima Center Parkway**

Act ID	Description	Start	Finish	Predecessors	
<b>Mutual of Omaha Tenant Improvement</b>					
<b>Site Construction</b>					
005	Start construction	17NOV08			
505	Partitions: Wall Layout	17NOV08	18NOV08	005	
105	Electrical: RI Overhead	20NOV08	24DEC08	505	
110	Electrical: RI exterior walls	20NOV08	24NOV08	505	
280	Mechanical: RI	20NOV08	17DEC08	505	
305	Plumbing: Cut slab / underground	20NOV08	25NOV08	505	
510	Partitions: Frame int walls	20NOV08	26NOV08	505	
805	Milwork: Field Measure	20NOV08	20NOV08	505	
115	Electrical: RI int partitions	24NOV08	29NOV08	510	
514	Partitions: Frame soffits	24NOV08	26NOV08	110	
515	Partitions: Sheetrock int walls	24NOV08	08DEC08	510	
520	Partitions: Sheetrock ext walls	25NOV08	29NOV08	110	
340	Plumbing: RI walls	26NOV08	26NOV08	510	
120	Electrical: Install can lights	29NOV08	02DEC08	115	
525	Partitions: Insulate walls	29NOV08	01DEC08	515	
530	Partitions: Taping	03DEC08	16DEC08	515	
705	Tenant Phone / Data / AV	08DEC08	24DEC08	515	
710	Tenant Security System	08DEC08	24DEC08	515	
605	Acoustical: Install grid wires	10DEC08	11DEC08	530	
610	Acoustical: Install grid	10DEC08	17DEC08	605	
125	Electrical: Install lights	15DEC08	27DEC08	610	
370	Mechanical: Trim	15DEC08	27DEC08	610	
405	Sprinklers: RI drops	15DEC08	27DEC08	610	
535	Partitions: Prime & 1st Coat	17DEC08	24DEC08	530	
905	Install protection screens	18DEC08	19DEC08	610	



**Opus West Construction Corporation  
October 27, 2008**

PROJECT SPECIFICATIONS  
FOR  
THE DESIGN AND CONSTRUCTION  
OF THE  
***MUTUAL OF OMAHA TENANT IMPROVEMENT @ PIMA CENTER V (III) – BUILDING A***  
Scottsdale, Arizona  
**Section 09900 - Painting**

**SECTION 09900 - PAINTING**

**PART 1 - GENERAL**

- A. General Requirements: In accordance with Division 1 - General and Special Conditions of this Project Manual.
- B. Scope: Provide all labor, materials, equipment and services necessary and reasonably incidental to complete Painting Work in accordance with Contract Documents and per "Part 4 - Rider".
  - 1. Value Engineering: The bidders are requested to provide prices as shown or specified in the design drawings and specifications; however bidders are strongly encouraged to recommend cost saving design alternatives, with regard to architectural design and/or bidder's trade design. Any cost savings alternatives will not be revealed to bidder's competition.
- C. Submittals: In accordance with "Part 4 - Rider" and the applicable requirements of Division 1 - General and Special Conditions.
- D. Codes and Permits:
  - 1. All work shall meet or exceed the requirements of applicable codes, rules, laws, regulations and local code enforcement officials. Any work not in conformance with codes shall be brought to the attention of Contractor Project Supervisor.
  - 2. Obtain permits, tests and approvals required by the municipality or any other authorized agency for completion of the work and pay necessary fees related thereto.
  - 3. All work shall conform to latest applicable OSHA requirements and Contractor Safety Program.
  - 4. Fire Resistance Ratings: Provide materials and construction in compliance with tested assemblies as determined by ASTM, ICBO, FM, UL and other testing and inspecting organizations, or as acceptable to authorities having jurisdiction.
- E. Coordination:
  - 1. Subcontractor shall coordinate his work with other trades and with Contractor Project Supervisor.
  - 2. Schedules: Coordinate fabrication and/or delivery schedules with construction progress to avoid delay of the work.
  - 3. In case of conflict, the Opus Project Supervisor shall decide the proper location, arrangement or detailing, and any costs in revising or relocating equipment or material shall be at the expense of the Subcontractor responsible for the work, when locations and arrangements are made without the knowledge of the Contractor Project Supervisor.
- F. Quality Assurance:
  - 1. Reference Standards: Comply with the following:
    - a. Painting and Decorating Contractors of America: PDCA P1 "Touch-Up Painting and Damage Repair - Financial Responsibility" and PDCA P5 "Benchmark Sample Procedures for Paint and other Decorative Coating Systems".

- b. Structural Steel Painting Council: SSPC - SP 10 "Near White Blast Cleaning".
- 2. Manufacturer's Requirements: Manufactured materials hereinafter specified or shown on the Drawings shall be applied and installed in accordance with manufacturer's directions, recommendations of an association dealing primarily with the materials and in accordance with the specifications and the Drawings. Conflicts shall be resolved in a manner which preserves all manufacturers' warranties.
- 3. Field Quality Control: In accordance with "Part 4 - Rider".
- G. Close-Out: The following items must be provided prior to final payment
  - 1. Warranties: Provide one year written warranty in accordance with Division 1. Warranties shall be transferable at no additional cost.
  - 2. Extra Materials: In accordance with "Part 4 - Rider".
- H. Alternates: Provide alternate pricing as described and directed in the Bid Documents and "Part 4 - Rider". Alternate pricing shall include all applicable taxes (in accordance with state and local tax codes), general conditions, and overhead and profit.
- J. Unit Prices: Provide unit prices as described and directed in the Bid Documents. Unit prices shall include all applicable taxes (in accordance with state and local tax codes), general conditions, and overhead and profit.

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

- A. Materials:
  - 1. Source Limitations: Provide block fillers, primers and undercoat materials for each coating system produced by the same manufacturer as the finish coats.
  - 2. Materials Compatibility: Provide block fillers, primers, undercoats, finish coat materials, and related materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by the manufacturer based on testing and field experience.
  - 3. Material Quality: Provide the manufacturer's best-quality paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.
  - 4. Colors: Provide color selections in accordance with color schedules shown and approved samples.
  - 5. Materials must meet or exceed the VOC (volatile organic compounds) and chemical component limits of Green Seal requirements.

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

A. Delivery, Storage and Handling:

1. Deliver and store painting materials in covered containers according to manufacturer's written instructions.
2. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

B. Examination: Examine substrates, surfaces, areas and conditions under which painting will be performed for compliance with requirements. Notify Contractor of conditions that will prevent satisfactory installation of the work. Do not begin application until unsatisfactory conditions have been corrected. Application of materials constitutes acceptance of the conditions and subcontractor accepts responsibility for adhesion and appearance of the work. Notify Contractor about anticipated problems using the materials specified over substrates primed by others.

C. Preparation: Comply with manufacturer's instructions for cleaning and preparing surfaces to receive paint.

1. Surface Preparation:

- a. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove items that are to be painted if necessary, to completely paint the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
- b. Clean substrates of substances that could impair the bond of the various coatings. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- c. Provide barrier coats over incompatible primers or remove and reprime.
- d. Cementitious Materials: Prepare cementitious surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents per manufacturer's recommendations.
  - 1) Correct conditions where surface moisture or alkalinity content exceeds that permitted in manufacturer's printed directions before painting.
- e. Wood: Clean surfaces of dirt, oil, and other foreign substances. Sand surfaces exposed to view smooth and dust off.
  - 1) Fill all nail holes with putty after sealer coat and prior to varnishing or finish painting.

- f. **Ferrous Metals:** Clean ungalvanized ferrous-metal surfaces that have not been shop-coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council (SSPC).
  - 1) Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean and touch up with the same primer as the shop coat.
- g. **Galvanized Surfaces:** Clean galvanized surfaces with solvents so that the surface is free of oil and surface contaminants.
- h. **Caulking:** Caulk hollow metal frames in drywall with caulking before painting.
- 2. **Materials Preparation:** Carefully mix and prepare paint materials according to manufacturer's directions.
  - a. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
  - b. Use only thinners approved by paint manufacturer and only within recommended limits.
- 3. **Tinting:**

Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.
- D. **Application:**
  - 1. Apply paint according to manufacturer's directions.
    - a. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or weather conditions detrimental to formation of a durable paint film.
  - 2. Finish all door edges including jambs, top and bottom.
  - 3. Do not apply succeeding coats until previous coat has cured.
    - a. Sand between applications where sanding is required to produce an even smooth surface.
    - b. Apply additional coats if undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance.
    - c. Touch up knots, resinous streaks, spots, etc. in wood prior to applying second coat.

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- d. Ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.



4. Application Procedures: Apply paints and coatings with techniques best suited for substrate and type of material being applied according to manufacturer's directions.
    - a. Spread all paint evenly without marks, laps, sags or other blemishes.
  5. Minimum Coating Thickness: Apply paint materials at the manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
  6. Block Fillers: Apply block fillers at a rate to ensure complete coverage with pores filled.
- E. Completed Work: Ensure match with approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with specified requirements.
- F. Protection and Cleanup:
1. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
  2. After completing painting, clean paint-spattered surfaces. Remove spattered paint by washing and scraping, without damage to adjacent finished surfaces.
  3. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to the Contractor Project Supervisor.
  4. Provide "Wet Paint" signs to protect newly painted finishes. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

**PART 4 - RIDER**

- A. Scope: Provide surface preparation, painting, and finishing of exposed interior and exterior items and surfaces as indicated by the drawings and specified herein. Work includes, but is not limited to, the following:
1. All exposed drywall as indicated by the drawings and finish schedule, and per detailed Scope Review listed below.
  2. Paint exposed surfaces whether or not colors are designated in the schedules, except where a surface or material is specifically indicated. If color or finish is not designated, Contractor will select from standard colors or finishes available.
  3. Painting is not required on prefinished items, finished metal surfaces, concealed surfaces, operating parts, and labels. Metal or wood surfaces with factory painted finish do not require field painting unless specifically noted to be painted in the Finish Schedule. Do not paint over Underwriters Laboratories, Factory Mutual, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
  4. Work shall conform with the Painting and Decorating Contractors of America Standards and Recommendations, latest Edition, except where indicated otherwise by this specification.
  5. All required interior caulking is included in this scope of work.
  6. Furnish and install and paint all drywall reveals as shown on contract documents.
  7. Subcontractor shall apply one prime coat at the gypsum board walls below windows in lieu of the two coats noted in drawing IA0.0, General Conditions #35.
- B. Submittals: Subcontractor shall submit for approval within seven (7) days of letter of award date, the following:
1. Product data for each paint system specified, including block fillers and primers. Provide the manufacturer's technical information, including label analysis and instructions for handling, storage, and application of each coating material proposed for use.
  2. List each coating material and cross-reference the specific coating, finish system, and application. Identify each material by the manufacturer's catalog number and general classification.
  3. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs). Also, certification that products supplied comply with Green Seal requirements for VOC and chemical component limits.
  4. Samples for Verification Purposes: Provide 12" x 12" samples of each color and material to be applied. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved and approved.
  5. Field Samples: On wall surfaces and interior components, duplicate finishes of prepared samples. Provide full-coat finish samples on at least 100 square feet of surface for each type of coating and substrate to be painted. Final acceptance of colors will be from job-applied samples.

6. Color Schedule: A finish color schedule for the work will be provided by the Contractor. All paint shall be in accordance with the finish color schedule.

C. Products: See Finish Schedule on shell building and tenant improvement drawings.

D. Field Quality Control: Coordinate and assist Contractor personnel in performing work required by the Contractor Quality Assurance Plan.

E. Alternates:

Not applicable.

F. Paint Schedule: Provide the following paint systems for the various substrates indicated:

	<u>Location/Substrate</u>	<u>Coats</u>	<u>Materials</u>
1.	Zinc-coated (Galvanized) Metal	1	Acrylic primer (or approved equal)
		2	Gloss Acrylic-Enamel
2.	Gypsum Wall Board	1	Vinyl primer-sealer
		2	Satin Acrylic-Enamel.
3.	Exposed Interior Metal (Ferrous) Metals	1	Rust inhibitive primer
		2	Semi-gloss Acrylic-Enamel
4.	Exposed Interior Softwood and Hardwood: Painted	1	Acrylic enamel undercoat
		2	Semi-gloss Acrylic-Enamel
5.	Interior Hardwood and Millwork: Stained	1	Filler coat (if required)
		1	Penetrating oil stain
		1	Clear Sanding Sealer
		1	Clear-Satin-Varnish
6.	Epoxy Wall Finish (i.e.: block, drywall, concrete)	1	Primer for specific surface
		1	Epoxy coating
7.	Aluminum (untreated)	1	Two part acid catalyzed vinyl washcoat pretreatment type primer (or approved equal)
		2	Gloss Acrylic-Enamel.

END OF SECTION 09900

PROJECT SPECIFICATIONS  
FOR  
THE DESIGN AND CONSTRUCTION  
OF THE  
***MUTUAL OF OMAHA TENANT IMPROVEMENT @ PIMA CENTER V (III) – BUILDING A***

9200 East Pima Center Parkway, Scottsdale, AZ 85258

**Section 07200 - Building Insulation**

Prepared By:  
Opus West Construction Corporation  
November 5, 2008

**SECTION 07200 - BUILDING INSULATION**

**PART I - GENERAL**

- A. General Requirements: In accordance with Division 1 - General and Special Conditions of this Project Manual.
- B. Scope: Provide all labor, materials, equipment and services necessary and reasonably incidental to complete Building Insulation in accordance with Contract Documents and per "Part 4 - Rider".
  - 1. Value Engineering: The bidders are requested to provide prices as shown or specified in the design drawings and specifications; however bidders are strongly encouraged to recommend cost saving design alternatives, with regard to architectural design and/or bidder's trade design. Any cost savings alternatives will not be revealed to bidder's competition.
- C. Submittals: In accordance with "Part 4 - Rider" and the applicable requirements of Division 1 - General and Special Conditions.
- D. Codes and Permits:
  - 1. All work shall meet or exceed the requirements of applicable codes, rules, laws, regulations and local code enforcement officials. Any work not in conformance with codes shall be brought to the attention of the Opus Project Superintendent.
  - 2. Obtain permits, tests and approvals required by the municipality or any other authorized agency for completion of the work and pay necessary fees related thereto.
  - 3. All work shall conform to latest applicable OSHA requirements and the Opus West Construction Corporation Safety Program.
  - 4. Fire Resistance Ratings: Provide materials and construction in compliance with tested assemblies as determined by ASTM, ICBO, FM, UL and other testing and inspecting organizations, or as acceptable to authorities having jurisdiction.
- E. Coordination:
  - 1. Subcontractor shall coordinate his work with other trades and with the Opus Project Superintendent.
  - 2. Schedules: Coordinate fabrication and installation schedules with construction progress to avoid delay of the work.
  - 3. In case of conflict, the Opus Project Superintendent shall decide the proper location, arrangement or detailing, and any costs in revising or relocating equipment or material, otherwise, all costs shall be at the expense of the Subcontractor responsible for the work, when locations and arrangements are made without the knowledge of the Opus Project Superintendent.
- F. Quality Assurance:
  - 1. Reference Standards:
    - a. Fire Test Response Characteristics: Provide insulation and related materials with the fire test response characteristics specified in the Section as determined by testing

identical products per test method below by UL or another testing and inspecting agency. Identify materials with appropriate markings of applicable testing and agency.

- 1) Surface Burning Characteristics: ASTM E 84
  - 2) Fire Resistance Ratings: ASTM E 119
  - 3) Combustion Characteristics: ASTM E 136
2. Manufacturer's Requirements: Manufactured materials hereinafter specified or shown on the Drawings shall be applied and installed in accordance with manufacturer's directions, recommendations of an association dealing primarily with the materials and in accordance with the specifications and the Drawings. Conflicts shall be resolved in a manner which preserves all manufacturers' warranties.
3. Field Quality Control: In accordance with "Part 4 - Rider".
- G. Close-Out: The following items must be provided prior to final payment:
1. Warranties: Provide one year written warranty in accordance with Division 1.
- H. Alternates: Provide alternate pricing as described and directed in the Bid Documents and "Part 4 - Rider". Alternate pricing shall include all applicable taxes (in accordance with state and local tax codes), general conditions, and overhead and profit.
- I. Unit Prices: Provide unit prices as described and directed in the Bid Documents. Unit prices shall include all applicable taxes (in accordance with state and local tax codes), general conditions, and overhead and profit.

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

- A. Materials: Provide preformed units in sizes to fit applications indicated, selected from manufacturer's standard thicknesses, widths, and lengths. Provide the following as indicated on drawings:
1. Unfaced Mineral Fiber Blanket/Batt Insulation: ASTM C 665 for Type I (blankets without membrane facing); fibers manufactured from glass or slag. Maximum flame spread and smoke developed values of 25 and 50.
  2. Semi-Refractory Fiber Board Safing Insulation: Semi-rigid boards designed for use as a fire stop at openings between edge of slab and exterior wall panels, ASTM C 612, Class 1 and 2; nominal density of 4.0 pcf; passing ASTM E 136; R-value of 4.0 at 75 deg F (23.9 deg C).
    - a. Caulking Compound: Material approved by manufacturer of safing insulation for sealing joint between foil backing of safing insulation and edge of concrete floor slab against penetration of smoke.
    - b. Safing Clips: Galvanized steel safing clips approved by manufacturer of safing insulation for holding safing insulation in place.
  3. Aluminum Insulation: ASTM E-84 maximum flame spread values of 25 or less.

4. Adhesive for Bonding Insulation: Product with demonstrated capability to bond insulation or mechanical anchors securely to substrates indicated without damaging or corroding either insulation, anchors, or substrates.
5. Adhesively Attached Pin Anchors: Perforated zinc-plated steel plate, 0.106 inch thick and 2 inches square, welded to projecting copper-coated, low-carbon steel pin, with mild steel self-locking washer, 0.016 inch thick of size required to hold insulation securely. Where spindles will be exposed to human contact after installation, protect ends with capped self-locking washers.

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

- A. Delivery, Storage and Handling: Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.
- B. Examination: Examine substrates and conditions to determine if conditions affecting performance of insulation are satisfactory. Do not proceed with installation until unsatisfactory conditions have been corrected.
- C. Preparation: Clean substrates of substances harmful to insulations or vapor retarders, including removing projections that interfere with insulation attachment.
- D. Installation General:
  1. Comply with insulation manufacturer's written instructions applicable to products and application indicated.
  2. Install insulation that is undamaged, dry, unsoiled and has not been exposed at any time to rain.
  3. Provide insulation in thickness required to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
  4. Seal joints between closed cell (nonbreathing) insulation units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal. Fill voids in completed installation with adhesive, mastic, or sealant as recommended by insulation manufacturer.
  5. Set vapor-retarder-faced units with vapor retarder to warm side of construction, unless otherwise indicated. Do not obstruct ventilation spaces, except for firestopping.
  6. Install safin insulation to fill gap between edge of floor slab and back of exterior spandrel panels on safin clips spaced as needed to support insulation. Cut safin insulation wider than gap to be filled to ensure compression fit and seal joint between insulation and edge of slab with caulking approved by safin insulation manufacturer for this purpose. Leave no voids in completed installation.
- E. Protection: Protect installation from damage due to harmful weather exposures, physical abuse, and other causes.

**PART 4 - RIDER**

- A. Scope: This Subcontractor will furnish all labor, material, and equipment as required to complete this scope of work.
- a. Furnish and install all sound batt insulation as shown on the construction documents.
  - b. Furnish and install all clips, hangers, and/or fastening devices as required for this scope of work.
- B. Submittals:
- 1. Product data for type of Insulation product specified shall be submitted within seven (7) days of letter of award date.
  - 2. Product test reports from and based on tests performed by a qualified independent testing agency evidencing compliance of insulation products with specified requirements including those for thermal resistance, fire-test response characteristics, water-vapor transmission, water absorption, and other properties based on comprehensive testing of current products.
  - 3. Material Safety Data Sheets.
- C. Alternates: As noted on bid form.

**END OF SECTION 07200**



PROJECT SPECIFICATIONS  
FOR  
THE DESIGN AND CONSTRUCTION  
OF THE  
***MUTUAL OF OMAHA TENANT IMPROVEMENT @ PIMA CENTER V (III) - BUILDING A***

9200 East Pima Center Parkway, Scottsdale, AZ 85258

**Section 09250 - Gypsum Board Assemblies**

Prepared By:  
Opus West Construction Corporation  
November 5, 2008

**SECTION 09250 - GYPSUM BOARD ASSEMBLIES**

**PART 1 - GENERAL**

- A. General Requirements: In accordance with Division 1 - General and Special Conditions of this Project Manual.
- B. Scope: Provide all labor, materials, equipment and services necessary and reasonably incidental to complete Gypsum Board Assemblies in accordance with Contract Documents and per "Part 4 - Rider".
  - 1. Value Engineering: The bidders are requested to provide prices as shown or specified in the design drawings and specifications; however bidders are strongly encouraged to recommend cost saving design alternatives, with regard to architectural design and/or bidder's trade design. Any cost savings alternatives will not be revealed to bidder's competition.
- C. Submittals: In accordance with "Part 4 - Rider" and the applicable requirements of Division 1 - General and Special Conditions.
- D. Codes and Permits:
  - 1. All work shall meet or exceed the requirements of applicable codes, rules, laws, regulations and local code enforcement officials. Any work not in conformance with codes shall be brought to the attention of Opus Project Supervisor.
  - 2. Obtain permits, tests and approvals required by the municipality or any other authorized agency for completion of the work and pay necessary fees related thereto.
  - 3. All work shall conform to latest applicable OSHA requirements and Opus West Construction Corporation Safety Program.
  - 4. Fire Resistance Ratings: Provide materials and construction in compliance with tested assemblies as determined by ASTM, ICBO, FM, UL and other testing and inspecting organizations, or as acceptable to authorities having jurisdiction.
- E. Coordination:
  - 1. Subcontractor shall coordinate his work with other trades and with Opus Project Supervisor.
  - 2. Schedules: Coordinate fabrication and/or delivery schedules with construction progress to avoid delay of the work.
  - 3. In case of conflict, the Opus Project Supervisor shall decide the proper location, arrangement or detailing, and any costs in revising or relocating equipment or material shall be at the expense of the Subcontractor responsible for the work, when locations and arrangements are made without the knowledge of the Opus Project Supervisor.
- F. Quality Assurance:
  - 1. Reference Standards:
    - a. Provide fire-resistance ratings identical to assemblies tested for fire-resistance according to ASTM E 119.

- b. Sound Transmission Characteristics: For gypsum board assemblies with STC ratings, provide materials and construction identical to those of assemblies whose STC ratings were determined according to ASTM E 90 and classified according to ASTM E 413.
  - c. Gypsum Construction Handbook.
  - d. Gypsum Association
- 2. Manufacturer's Requirements: Manufactured materials hereinafter specified or shown on the Drawings shall be applied and installed in accordance with manufacturer's directions, recommendations of an association dealing primarily with the materials and in accordance with the specifications and the Drawings. Conflicts shall be resolved in a manner which preserves all manufacturers' warranties.
- 3. Field Quality Control: In accordance with "Part 4 - Rider".
- G. Close-Out: The following items must be provided prior to final payment:
  - 1. Warranties: Provide one year written warranty in accordance with Division 1.
- H. Alternates: Provide alternate pricing as described and directed in the Bid Documents and "Part 4 - Rider" Alternate pricing shall include all applicable taxes (in accordance with state and local tax codes), general conditions, and overhead and profit.
- I. Unit Prices: Provide unit prices as described and directed in the Bid Documents. Unit prices shall include all applicable taxes (in accordance with state and local tax codes), general conditions, and overhead and profit.

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

- A. Materials:
  - 1. Steel Framing Components: ASTM C 754.
    - a. Channels: Cold-rolled steel with rust-inhibitive paint.
    - b. Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating, soft temper.
    - c. Concrete Inserts: Embedded type capable of sustaining a load equal to 5 times that imposed by ceiling construction, as determined from testing per ASTM E 488 calculated loading.
    - d. Steel Rigid Furring Channels: ASTM C 645.
    - e. Grid Suspension Systems: ASTM C 645, manufacturer's standard grid suspension system composed of main beams and cross furring members which interlock to form a modular supporting network.
    - f. Steel Studs and Runners: ASTM C 645, galvanized steel.
    - g. Furring Members: Galvanized steel, ASTM A 653 or ASTM A 568.

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5. Gypsum Board Joint Treatment Materials: ASTM C 475 and ASTM C 840, and as follows:
  - a. Joint Tape: Paper reinforcing tape, unless otherwise indicated.
  - b. Joint Compounds: Factory-prepackaged, vinyl-based products complying with the following requirements:
    - 1) Ready-Mix Formulation: Factory-premixed. Taping compound formulated for embedding tape and first coat over fasteners and flanges of corner beads and edge trim.
    - 2) Factory premixed topping compound formulated for fill (2nd) and finish (3rd) coats.
6. Miscellaneous Materials: As follows, recommended by gypsum board manufacturer:
  - a. Gypsum Board Screws: ASTM C 1002.
  - b. Gypsum Board Nails: ASTM C 514.
  - c. Vapor Barriers: Vapor barriers, or foil backed gypsum board panels, where indicated on the drawings, shall meet ASTM requirements for a vapor permeance not exceeding 0.30 perm.
  - d. Sheathing Tape: Tape specifically designed and manufactured to seal joints in gypsum sheathing against water and air infiltration, formulated with an adhesive that permanently bonds to gypsum sheathing substrates, and as indicated below:
    - 1) Liner-less polypropylene sheathing tape, composed of oriented polypropylene backing coated with permanent acrylic adhesive formulated to adhere to gypsum sheathing surfaces.
  - g. Powder-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing according to ASTM E 1190 conducted by a qualified independent testing agency.

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

A. Delivery, Storage and Handling:

1. Protect materials from physical damage and from deterioration. Comply with manufacturer's written instructions for handling, storing and protecting during installation. Gypsum board shall be neatly stacked flat with care taken to avoid undue sagging or damaged to edges, ends and surfaces.

B. Project Conditions:

1. Establish and maintain environmental conditions for applying and finishing gypsum board to comply with ASTM C 840 requirements or gypsum board manufacturer's recommendations, whichever are more stringent.

C. Installation:

1. Examine substrates for compliance with requirements, installation tolerances, and conditions that affect installation. Correct unsatisfactory conditions before proceeding.
2. Cooperate and coordinate with the Opus West Construction Corporation Superintendent to ventilate building spaces as required to dry joint treatment materials, and to avoid drafts during hot, dry weather to prevent finishing materials from drying too rapidly.
3. Accurately lay out metal framing for walls and partitions in accordance with the drawings.
4. Install steel framing to comply with ASTM C 754 and ASTM C 840, and per USG Gypsum Construction Handbook.
  - a. Secure hangers to structural support by connecting directly to structure where possible, otherwise connect to inserts, clips other anchorage devices or fasteners as indicated.
  - b. Install direct-hung grid suspension system, including perimeter wall track or angle, with members spaced and installed to comply with manufacturer's instructions.
  - c. Install steel framing components for suspended ceilings so that cross-furring or grid suspension members are level to within 1/8 inch in 12 feet (3 mm in 3.6 m) as measured both lengthwise on each member and transversely between parallel members.
  - d. Install steel studs with bottom and top runner tracks anchored to substrates. Isolate system from building structure to prevent transfer of loading and deflections into metal support system, both vertically and horizontally.
  - e. Installation Tolerances: Install each steel framing and furring member so that fastening surfaces do not vary more than 1/8 inch (3 mm) from the plane formed by the faces of adjacent framing.
  - f. Frame door and other openings with studs and runners of gage, number and arrangement to comply with manufacturer's recommendations for size of opening, weight of doors and height and stud size, unless otherwise indicated. Install two (2) studs at each jamb unless otherwise indicated.
    - 1) Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2 inch (12.7 mm) clearance from jamb stud to allow for installation of control joint.
    - 2) Extend jamb studs through suspended ceilings and attach to underside of floor or roof structure above.
  - g. Install supplementary framing, runners, furring, blocking and bracing at openings and terminations in gypsum drywall and where required for support of other work which cannot be adequately supported on gypsum board alone.

- h. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with the location of hangers required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.
  - i. Install hollow metal door, frames square and plumb, and supported to prevent misalignment.
5. Install and finish gypsum board to comply with ASTM C 840 and as follows:
- a. Gypsum board shall be applied vertically, whenever practical. Boards of maximum practical length shall be used such that there shall be an absolute minimum number of end joints.
  - b. On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
  - c. Isolate drywall construction from abutting structural and masonry work; provide edge trim and acoustical sealant as recommended by manufacturer.
  - d. Install sound attenuation blankets where indicated, without gaps; and support where necessary to prevent movement or dislocation.
  - e. Install water-resistant backing board where indicated to receive thin-set tile and similar rigid applied finishes at all "wet" area locations.
  - f. Install vapor barrier where indicated to comply with the following requirements:
    - 1) Extend vapor barrier to extremities of areas to be protected from vapor transmission. Secure in place with mechanical fasteners or adhesives. Extend vapor barrier to cover miscellaneous voids in insulated substrates, including those filled with loose mineral-fiber insulation.
    - 2) Seal vertical joints in vapor barriers over framing by lapping not less than 2 wall studs. Fasten vapor barriers to framing at top, end, and bottom edges, at perimeter of wall openings, and at lap joints; space fasteners 16 inches (400 mm) on center.
  - g. Install exterior gypsum board for exterior ceilings and soffits where indicated.
  - h. Laminate face layer to backing board layer where double-layer work is indicated or required to make up indicated thickness or screw both layers to supports where double-layer work is indicated or otherwise required, as applicable.
  - i. Direct Bonding: Comply with manufacturer's recommendations where gypsum board is indicated to be directly bonded to substrate.
  - j. Drywall Finishing: Apply joint tape and joint compound at joints between gypsum boards. Apply compounds indicated below at accessory flanges, penetrations, fastener heads and surface defects. Allow coats to dry completely prior to applying subsequent coats.

- 1) Install compound in 3 coats (plus pre-fill of cracks where recommended by manufacturer); sand between coats and after last coat.
  - a) Embedding and First Coat: Ready-mix drying type all-purpose of taping compound.
  - b) Fill (Second) Coat & Finish (Third) Coat: Ready-mix drying type all-purpose or topping compound.
- 2) Treat water-resistant gypsum board joints, fastener heads, cut edges and penetrations in water-resistant backing board to comply with gypsum board manufacturer's directions.
- 3) Finish exterior gypsum soffit board with tape and setting-type joint compound to comply with gypsum board manufacturer's directions.
- k. Edge Finishing: Exposed gypsum board edges which adjoin ceilings or meet walls of dissimilar materials shall be finished with metal trim pieces applied in true, straight lines.
- l. Control Joints: Locate control joints where shown on the drawings. Provide seal behind control joints where located in fire rated walls, or ceilings.
- m. Expansion joints: Do not bridge expansion joints or connect isolated portions of building with framing or drywall.
6. Mechanically mix gypsum veneer plaster materials to comply with ASTM C 843 and with gypsum veneer plaster manufacturer's written recommendations.
7. Prepare substrates for gypsum veneer plastering according to gypsum veneer plaster manufacturer's written recommendations and as follows:
  - a. Clean surfaces to remove dust, loose particles, grease, oil, incompatible curing compounds, form-release agents, and other foreign matter and deposits that could impair bond with bonding compound and plaster.
  - b. Remove ridges and protrusions greater than 1/8 inch and fill all depressions greater than 1/4 inch with Portland cement mortar. Allow to set and dry.
  - c. Apply bonding compound on dry and fully cured concrete substrates to comply with bonding compound manufacturer's written instructions.
8. Gypsum Veneer Plaster Application Standard: Apply gypsum veneer plaster to comply with ASTM C 843 and gypsum veneer plaster manufacturer's written recommendations.
9. Install supplementary framing in gypsum board shaft-wall assemblies around openings and as required for blocking, bracing, and support of gravity and pullout loads of fixtures, equipment, services, heavy trim, furnishings, and similar items that cannot be supported directly by shaft-wall assembly framing.
  - a. At elevator hoist way doorframes, provide jamb struts on each side of doorframe. Provide other shaft-wall framing at opening according to assembly manufacturer's written recommendations.
  - b. Where handrails are indicated for direct attachment to gypsum board shaft-wall assemblies, provide galvanized steel reinforcing strip with 0.0329 inch (0.84 mm)



minimum thickness of base (uncoated) metal in size indicated, accurately positioned and secured behind at least 1 face-layer panel as indicated.

10. Seal gypsum board shaft-walls with acoustical sealant at perimeter of each assembly where it abuts other work and at joints and penetrations within each assembly. Install acoustical sealant to withstand dislocation by air-pressure differential between shaft and external spaces; maintain an airtight and smoke-tight seal; and comply with manufacturer's written instructions or ASTM C 919, whichever is more stringent.
  11. In elevator shafts where gypsum board shaft-wall assemblies cannot be positioned within 2 inches of the shaft face of structural beams, floor edges, and similar projections into shaft, install gypsum board cants covering tops of projections as follows:
    - a. Slope cant panels at least 75 deg from horizontal. Set base edge of panels in adhesive and secure top edges to shaft walls with screws fastened to shaft-wall framing.
    - b. Where required to support gypsum board cants, install steel framing; extend studs from top of projection to shaft-wall framing behind cant.
- D. Cleaning and Protection: Promptly remove any residual joint compound from adjacent surfaces. Provide final protection and maintain conditions in a manner acceptable to Installer, that ensure gypsum board assemblies are without damage or deterioration at the time of Substantial Completion.

**PART 4 - RIDER**

**A. Scope:**

1. Interior partition walls, including bracing and clips to structural system.
2. Drywall soffits in Rooms 1101, 1102, 1117, 2201, and 2251.
3. Include framing members to support electrical, plumbing and HVAC fixtures and equipment installed in the drywall systems.
4. Include framing and drywall for plant shelves.
5. Provide clean openings for all installed piping and ductwork, including sealing around pipe and ductwork penetrating this system. This sealing shall meet wall sound, fire and aesthetic values and ratings. Penetrations by others after the installation of the gypsum board shall be sealed by the subcontractor making the penetration.
6. Provide fire-treated wood blocking and backing for: cabinetry, millwork, telephone board, and fire extinguisher cabinets.
7. Furnish and install partition end caps and neoprene gaskets where partition is adjacent to Exterior Enclosure system.
8. Gypsum board shall be finished to a Level 5 finish.
9. Hoisting, lifting, and scaffolding required for any work shall be provided by the subcontractor requiring it to complete the Contract Work.
10. Provide for all clean-up and debris removal for this scope. Clean-up should be continuous as required to keep work area and jobsite clean and the floor debris-free at all times.
11. Provide moisture-proof drywall at all wet walls.
12. Provide access panels required for vertical duct work near Open Office 2226 and Break Room 2205. Furnish and install all additional access panels as required by MEP subcontractors. This shall be tracked on a time and material basis and shall be signed and agreed upon by Contractor Superintendent.
13. Include caulking to the ceiling grid.
14. Subcontractor shall return the drywall adjacent to windows to the window system.
15. Subcontractor shall furnish and install sound batt insulation as indicated on the drawings, including ceilings.
16. Replace all trim pieces removed during work to original condition.
17. Gypsum Board Assemblies shall conform exactly to measurements establish during initial layout in areas where millwork scope must measure directly after lay out is complete.
18. Demolition for Door 1117, removal and reframe per the drawings of opening of 2201A shall be included as part of framing scope.

**B. Submittals**

1. Provide six (6) sets of Product Data for framing and drywall materials provided within seven (7) days of letter of award date.

2. Provide three (3) 36" x 36" sample boards of texture or finishes within seven (7) days of letter of award date.
  3. Copies of all test reports.
- C. Products: All products used shall be capable of achieving the desired level of finish and meet all structural requirements.
- D. Field Quality Control: Coordinate and assist Opus West Construction Corporation personnel in performing work required by the Opus Quality Assurance Plan.
1. All work in accordance with Gypsum Construction Handbook and Gypsum Association Recommendations.
  2. Following completion of various areas of drywall work, and prior to painting or wall covering, schedule Opus supervision to inspect areas intended to be released for painting or wall covering.
- E. Alternates:
- Not applicable.

**END OF SECTION 09250**

**SUBCONTRACTOR APPLICATION FOR PAYMENT**

Project Name: Mutual of Omaha T.I. @ Pima Center V (III) - Building A Project Number: 97352.25  
Subcontractor: MKB Construction, Inc. Date of Application: \_\_\_\_\_  
Supplier #: 1017412  
Address: 450 East Watkins Street Application Number: \_\_\_\_\_  
Phoenix, AZ 85004 Period From: \_\_\_\_\_ Period To: \_\_\_\_\_  
Phone: (602) 256-6172  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2555 E. Camelback Road, # 800  
Phoenix, AZ 85016

**CONTRACT INFORMATION**

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$143,997.00
OPUS APPROVED CHANGE ORDER # 1 thru #		
CONTRACT AMOUNT TO DATE TOTAL		\$143,997.00

**APPLICATION INFORMATION**

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

SUBCONTRACTOR: MKB Construction, Inc. Supplier #: 1017412  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

**APPLICATION BREAKDOWN**

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
					I + G	A / H		G - K
97352.25-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$107,175.00						
97352.25-F10-09900.00-S	Painting - Subcontract	\$19,508.00						
97352.25-F10-07204.00-S	Batt Insulation - Subcontract	\$17,314.00						
	Total	\$143,997.00						
		H	I	G	A	J	K	E

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

**SHADED AREA FOR OPUS ACCOUNTING USE ONLY**

Vendor ID: _____	Vendor Inv. # _____	Date: _____	G/L Exp. # _____
------------------	---------------------	-------------	------------------



## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Mutual of Omaha Tenant Improvement  
Job No.: 97352.25

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

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

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

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



## UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Mutual of Omaha Tenant Improvement  
Job No.: 97352.25

The undersigned has been paid and has received a progress payment in the sum of \$ \_\_\_\_\_ (Amount of Check) for all labor, services, equipment or material furnished to the jobsite or to \_\_\_\_\_  
(Person with whom undersigned contracted) on the job of \_\_\_\_\_  
(Owner) located at \_\_\_\_\_ (Job Description)  
and does hereby release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to \_\_\_\_\_  
(Person with whom undersigned contracted) through \_\_\_\_\_ (Date) only, and does not cover any retentions, pending modifications and changes or items furnished after that date. The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Company Name)  
  
By: \_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Title)

**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.**



## CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Mutual of Omaha Tenant Improvement  
Job No.: 97352.25

On receipt by the undersigned of a check from \_\_\_\_\_  
(Maker of check) in the sum of \$ \_\_\_\_\_ (Amount of Check) payable to  
\_\_\_\_\_ (Payee or Payees of Check) and when the  
check has been properly endorsed and has been paid by the bank on which it is drawn,  
this document becomes effective to release any mechanic's lien, any state or federal  
statutory bond right, any private bond right, any claim for payment and any rights under  
any similar ordinance, rule or statute related to claim or payment rights for persons in the  
undersigned's position that the undersigned has on the job of  
\_\_\_\_\_ (Owner) located at  
\_\_\_\_\_ (Job Description). This release covers the  
final payment to the undersigned for all labor, services, equipment or materials furnished  
to the jobsite or to \_\_\_\_\_ (Person with  
whom undersigned contracted), except for disputed claims in the amount of  
\$ \_\_\_\_\_. Before any recipient of this document relies on it, the person should  
verify evidence of payment to the undersigned.

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

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

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



## UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Mutual of Omaha Tenant Improvement  
Job No.: 97352.25

The undersigned has been paid in full for all labor, services, equipment of material furnished to the jobsite or to \_\_\_\_\_ (Person with whom undersigned contracted), on the job of \_\_\_\_\_ (Owner) located at \_\_\_\_\_ (Job Description) and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_.

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

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(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.





OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 12/10/2008 Building Insulation, Gypsum Board Assemblies, and Painting  
Change Order #: 1 CON-97352.25-99  
To Subcontract Agreement dated: 11/05/2008 07200, 09000, and 09900  
TO: MKB Construction, Inc. PROJECT: Mutual of Omaha T.I. @ Pima Center V (III) - A  
450 East Watkins Street 9200 E. Pima Center Parkway  
Phoenix, AZ 85004 Scottsdale, AZ 85258

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide all labor, material, equipment and construction services necessary to furr-out the plan east wall of IDF Room #1108 and apply one layer of gypsum board.	\$311.00
2	Subcontractor shall provide all labor, material, equipment and construction services necessary to reframe the low wall in Reception Room #1117 due to a height change.	\$565.00
3	Subcontractor shall provide 72.5 hours of labor on Saturday, November 22, 2008. This Subcontract price adjustment is for the overtime premium of \$19.08/hour.	\$1,460.00
		<u>\$2,336.00</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
97352.25-F10-07204.00-S	\$17,314.00	\$0.00	\$17,314.00
97352.25-F10-09000.00-S	\$107,175.00	\$2,336.00	\$109,511.00
97352.25-F10-09900.00-S	\$19,508.00	\$0.00	\$19,508.00
	<u>\$143,997.00</u>	<u>\$2,336.00</u>	<u>\$146,333.00</u>

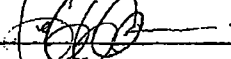
Original Contract Amount.....	\$143,997.00
Previously Approved Change Orders.....	\$0.00
Amount this Change Order.....	\$2,336.00
Contract Amount to Date.....	<u>\$146,333.00</u>

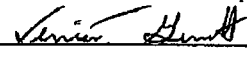
ACKNOWLEDGEMENT

Please sign and return all original copies

MKB Construction, Inc.

OPUS West Construction Corporation

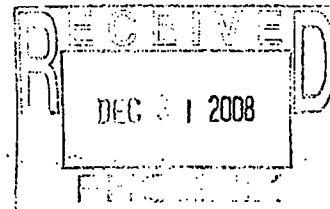




JEFF ANDERSON 12/19/08  
Printed Name Date

Vincent Genetti 1/5/09  
Printed Name Date

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





OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

AVG  
4B

Change Order Date: 01/16/2009

Change Order #: 2

To Subcontract Agreement dated: 11/05/2008

Building Insulation, Gypsum Board Assemblies, and Painting

CON-97352.25-99

07200, 09000, and 09900

TO: MKB Construction, Inc.  
450 East Watkins Street  
Phoenix, AZ 85004

PROJECT: Mutual of Omaha T.I. @ Pima Center V (III) - A  
9200 E. Pima Center Parkway  
Scottsdale, AZ 85258

CHANGE DETAILS

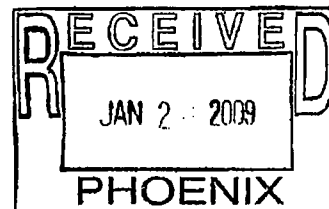
Item	Description	Amount
1	Subcontractor shall provide all labor, material, equipment and construction services necessary to reframe and install gypsum board at Door 2205A and adjacent walls per Field Bulletin #2 dated 11/26/08 due to reconfiguration of millwork because plumbing drains could not be directly above the Elevator Control Room.	\$1,196.00
2	Subcontractor shall provide all labor, material, equipment and construction services necessary to patch the gypsum board in six (6) locations in the existing wall at Room 2205 to accommodate electrical rough-in and millwork in-wall bracket installation and rehang gypsum board and tape southeast wall after mechanical rough-in.	\$1,550.00
3	Subcontractor shall provide all labor, material, equipment and construction services necessary to patch the gypsum board in six (6) locations in the existing wall in Room 1102 to accommodate electrical rough-in and millwork in-wall bracket installation, add partition splitting Room 1104 into two rooms per Field Bulletin #3 dated 12/1/08 per Tenant request due to regulatory requirements, replace kickers removed for mechanical ductwork, and add box beam at Door 1117 per SRPMIC request.	\$3,738.00
4	Subcontractor shall provide all labor, material, equipment and construction services necessary to frame and install the Mechoshade pocket in Room 2251, extend the gypsum soffit in Room 2251, cut-in an opening for added Door 2251B per the Delta 2 drawings dated 11/13/08, and add a layer of drywall on wall with Door 2251 to conceal header hardware.	\$4,187.00
		<hr/> \$10,671.00

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
97352.25-F10-07204.00-S	\$17,314.00	\$0.00	\$17,314.00
97352.25-F10-09000.00-S	\$109,511.00	\$10,671.00	\$120,182.00
97352.25-F10-09900.00-S	\$19,508.00	\$0.00	\$19,508.00
	<hr/> \$146,333.00	<hr/> \$10,671.00	<hr/> \$157,004.00



AVG



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Original Contract Amount.....	\$143,997.00
Previously Approved Change Orders.....	\$2,336.00
Amount this Change Order.....	\$10,671.00
Contract Amount to Date.....	\$157,004.00

ACKNOWLEDGEMENT

Please sign and return all original copies

MKB Construction, Inc.

A handwritten signature in black ink, appearing to read 'Jeff Anderson'.

JEFF ANDERSON  
Printed Name

1/26/09  
Date

OPUS West Construction Corporation

A handwritten signature in black ink, appearing to read 'Vincent Genetti'.

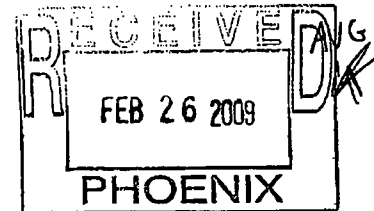
Vincent Genetti  
Printed Name

1/29/09  
Date

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



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER



Change Order Date: 02/02/2009  
Change Order #: 3  
To Subcontract Agreement dated: 11/05/2008

Building Insulation, Gypsum Board Assemblies, and Painting  
CON-97352.25-99  
07200, 09000, and 09900

TO: MKB Construction, Inc.  
450 East Watkins Street  
Phoenix, AZ 85004

PROJECT: Mutual of Omaha T.I. @ Pima Center V (III) - A  
9200 E. Pima Center Parkway  
Scottsdale, AZ 85258

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide all labor, material, equipment and construction services necessary to furnish and install six (6) access panels to provide access to HVAC system components.	\$888.00
2	Subcontractor shall provide all labor, material, equipment and construction services necessary to patch above Doors 2251A and 2205A to conceal door openers.	\$548.00
3	Subcontractor shall provide all labor, material, equipment and construction services necessary to patch drywall due to fire extinguisher cabinet relocation in Room 1104 requested by Tenant.	\$149.00
4	Subcontractor shall provide all labor, material, equipment and construction services necessary to rework door opening 2205A to allow additional clearance for herculite door.	\$648.00
5	Subcontractor shall provide all labor, material, equipment and construction services necessary to touch-up unidentified trade damage and furniture installer damage during Tenant move-in.	\$1,695.00
		<u>\$3,928.00</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
97352.25-F10-07204.00-S	\$17,314.00	\$0.00	\$17,314.00
97352.25-F10-09000.00-S	\$120,182.00	\$2,233.00	\$122,415.00
97352.25-F10-09900.00-S	\$19,508.00	\$1,695.00	\$21,203.00
	<u>\$157,004.00</u>	<u>\$3,928.00</u>	<u>\$160,932.00</u>

Original Contract Amount.....	\$143,997.00
Previously Approved Change Orders.....	\$13,007.00
Amount this Change Order.....	\$3,928.00
Contract Amount to Date.....	<u>\$160,932.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

MKB Construction, Inc.

JEFF ANDERSON

Printed Name

Date

2-24-09

OPUS West Construction Corporation

Vincent Genetti

Printed Name

Date

2/26/09

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

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

# **EXHIBIT "C"**

File No: 75775 [AZ][PRIVATE][  
Notice Requested by and Return To:  
Lien & Bond Services  
1859 N Rosemont  
Mesa, AZ 85205 [Job No: 08-127]

Customer: Opus West Construction Corp  
Project: Mutual of Omaha TI  
Rec. ID: IBON1AW2

**TWENTY DAY PRELIMINARY NOTICE**  
In Accordance With Arizona Revised Statutes Section 33-992.01

**THIS IS NOT A LIEN. THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR**

**TO: OWNER OR REPUTED OWNER**

PC-101 Inc  
2555 E Camelback Rd #800  
Phoenix, AZ 85016

**TO: ORIGINAL CONTRACTOR OR  
REPUTED CONTRACTOR**

Opus West Construction Corp  
2555 E Camelback Rd #800  
Phoenix, AZ 85016

**TO: LENDER, SURETY OR BONDING COMPANY**

None At This Time

1. The following is a general description of the labor,  
service, equipment or materials furnished or to be furnished  
by the undersigned.

Metal Stud Framing, Drywall, Painting & Wall Covering, Plaster,  
Etc.

2. Estimated Price: \$143,997.00

3. The name of the person who furnished that labor, service,  
equipment or materials is:

MKB Construction, Inc  
450 E Watkins  
Phoenix, AZ 85004

4. The name of the person who contracted for purchase of  
that labor, service, equipment or material is:

Opus West Construction Corp  
2555 E Camelback Rd #800  
Phoenix, AZ 85016

5. The description of the jobsite is:

Mutual of Omaha TI  
9200 E Pima Center Pkwy -  
Scottsdale, AZ 85256  
County of Maricopa

**SEE ADDITIONAL LEGAL PARTIES: EXHIBIT D**

**NOTICE TO PROPERTY OWNER**

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

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

Within ten days of the receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all  
information necessary to correct any inaccuracies in the notice pursuant to Arizona Revised Statutes Section 33-992.01,  
Subsection 1 or lose as a defense or lose as a defense any inaccuracy of that information.

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

By:  L. Grant, As Ltd Agent, November 7, 2008

-----DETACH HERE AND SEND LOWER PORTION TO CLAIMANT-----  
**ACKNOWLEDGMENT OF RECEIPT OF TWENTY DAY PRELIMINARY NOTICE**

This acknowledges receipt on (today's date) \_\_\_\_\_ of a copy of the Twenty  
Day Preliminary Notice at (address where notice received) \_\_\_\_\_  
Date (date this acknowledgment is executed) \_\_\_\_\_  
Signature of person acknowledging receipt, with title if acknowledgment is made for another person

[Reference #: 75775][File #: 75775]

**Exhibit D - List of Additional Parties**

**Owner:** PC-101 Inc, 2555 E Camelback Rd #800, Phoenix, AZ 85016

**Project:** Mutual of Omaha TI, 9200 E Pima Center Pkwy, Scottsdale, AZ 85256 in the County of Maricopa

The following is a complete list, to the best of our knowledge, of all additional or secondary parties with an interest in the aforementioned project:

**ADDITIONAL OR REPUTED OWNER, LESSEE OR AGENT**

**Salt River Pima - Maricopa**

**Indian Community**

**10005 E Osborne Rd**

**Scottsdale, AZ 85256**

# **EXHIBIT "D"**



**AFFIDAVIT OF SERVICE BY MAIL**

**STATE OF ARIZONA**

**COUNTY OF MARICOPA**

I, Patrick Jones, being first duly sworn, depose and say:

1. That I am of full age and not a party to the above entitled action, and I have no interest therein.
2. That my firm mailed on November 10, 2008 attached exhibit, postage prepaid, by depositing in the U. S. Mail, a copy of Preliminary Notice # 75775 attached, to all parties shown.

FURTHER AFFIANT SAYETH NAUGHT.

Dated April 30, 2009

  
\_\_\_\_\_  
Patrick Jones, Affiant

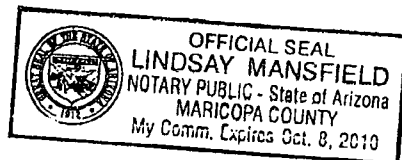
The foregoing instrument was acknowledged before me this 30<sup>th</sup>

Day of April, 2009

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

10.8.10  
Expiration



11/10/2008 13:52:06

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**Lien & Bond Services**  
1859 N Rosemont  
Mesa, AZ 85205  
**First Class Certificate of Mailing**  
11/10/2008 Thru 11/10/2008

Item	Certified Number	Name of Addressee Address	Prelim #	Job #	Postage
1	1st Class Mail	Spradley Dale & Lola CP/RS PO Box 12 Arrow Rock, MO 65320	75808	4978	0.42
2	1st Class Mail	Durante Construction Co Inc 480 W Linda Vista Blvd Tucson, AZ 85737	75808	4978	0.42
3	1st Class Mail	High Investment Group 10930 N Tatum Blvd Phoenix, AZ 85028	75784	3772	0.42
4	1st Class Mail	JAB Construction 9611 Hefner Village Blvd Oklahoma City, OK 73162	75784	3772	0.42
5	1st Class Mail	CIG Casa Grande Self Storage LLC 9465 E Ironwood Square Dr#103 Scottsdale, AZ 85258	75784	3772	0.42
6	1st Class Mail	PC-101 Inc 2555 E Camelback Rd #800 Phoenix, AZ 85016	75775	08-127	0.42
7	1st Class Mail	Opus West Construction Corp 2555 E Camelback Rd #800 Phoenix, AZ 85016	75775	08-127	0.42

2.94

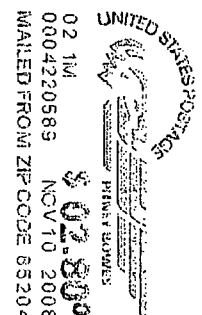
NUMBER OF PIECES: 7  
Date Prepared: 11/10/2008

**VERIFICATION**

MAILING PARTY  
Lien & Bond Services  
1859 N Rosemont  
Mesa, AZ 85205

POSTMASTER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Pieces Received: 7  
NUMBER OF PIECES: 7  
RECEIVED BY: [Signature]  
DATE PREPARED: \_\_\_\_\_  
DATE CERTIFIED: \_\_\_\_\_



11/10/2008 13:52:06

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**Lien & Bond Services**  
1859 N Rosemont  
Mesa, AZ 85205  
First Class Certificate of Mailing  
11/10/2008 Thru 11/10/2008

Item	Certified Number	Name of Addressee Address	Prelim #	Job #	Postage
1	1st Class Mail	Salt River Pima - Maricopa 10005 E Osborne Rd Scottsdale, AZ 85256	75775	08-127	0.42
2	1st Class Mail	Gushee, Edward T/Mary C 1727 Shore Club Dr Saint Clair Shores, MI 48080	75747	008.252	0.42
3	1st Class Mail	Garrett & Taylor Custom Homes 10105 E Via Linda Dr Ste 103 Scottsdale, AZ 85258	75747	008.252	0.42
4	1st Class Mail	Toll Brothers AZ Construction Co 14350 N 87th St #310 Scottsdale, AZ 85260	75751	TB WG COT-36742	
5	1st Class Mail	Toll Brothers 8901 E Mountain View #200 Scottsdale, AZ 85258	75751	TB WG COT-36742	
6	1st Class Mail	Artesian 186 LLC 8414 N 90th St #100 Scottsdale, AZ 85258	75752	CX AR 140	0.42
7	1st Class Mail	Calex Homes 8679 San Alberto Dr #100 Scottsdale, AZ 85258	75752	CX AR 140	0.42

2.94

NUMBER OF PIECES: 7  
Date Prepared: 11/10/2008

**VERIFICATION**

MAILING PARTY  
Lien & Bond Services  
1859 N Rosemont  
Mesa, AZ 85205

POSTMASTER \_\_\_\_\_

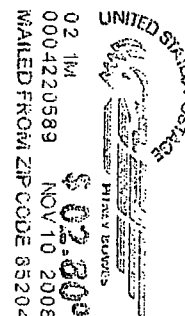
Total Pieces Received: 7

NUMBER OF PIECES: 7

RECEIVED BY: [Signature]

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

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



**MKB Construction, Inc. Proof of Claim**

**09-34356-HDH-11**

**Statement of Account  
Spreadsheet**

<b>Invoice Date</b>	<b>Invoice Number</b>	<b>Amount of Invoice</b>	<b>Date Interest Begins (30 Days After Invoice)</b>	<b>Daily Interest On Principal</b>	<b>Interest calculated to this date</b>	<b>Interest to Date</b>	<b>Total Due With Interest</b>
1/20/2009	236420	\$11,706.12	2/19/2009	\$3.21	7/6/09	\$439.38	\$12,145.50
1/20/2009	236421	\$15,700.38	2/19/2009	\$4.30	7/6/09	\$589.30	\$16,289.68
2/25/2009	236490	\$3,928.20	3/27/2009	\$1.08	7/6/09	\$108.70	\$4,036.90
		\$0.00		\$0.00		\$0.00	\$0.00
<b>TOTAL</b>		<b>\$31,334.70</b>				<b>\$1,137.38</b>	<b>\$32,472.08</b>

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

## TO OWNER:

Opus West Construction Corp.  
2555 E. Camelback Road  
Suite 800  
Phoenix, AZ 85016

## PROJECT:

Mutual of Omaha TL  
9200 E. Pima Center Pkwy  
Scottsdale, AZ 85258

APPLICATION NO. 236420  
PERIOD TO: 1/31/2009  
PROJECT NO. 08127

OWNER  
ARCHITECT  
CONTRACTOR

## FROM CONTRACTOR:

MKB Construction, Inc.  
450 E. Watkins  
Phoenix, AZ 85004

## VIA ARCHITECT:

CONTRACT DATE: 11/6/2008


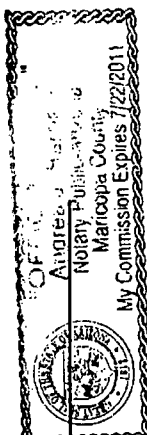
## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM.....	\$ 143,997.00
2. NET CHANGE BY CHANGE ORDERS.....	\$ 13,006.80
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$ 157,003.80
4. TOTAL COMPLETED AND STORED TO DATE..... (Column G on G703)	\$ 157,003.80
5. RETAINAGE	
a. 10.00 % OF Completed Work (Columns D+B on G703)	\$ 15,700.38
b. % OF Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Line 5a + 5b or Total to Column I of G703)	\$ 15,700.38
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less line 5 Total)	\$ 141,303.42
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 129,597.30
8. CURRENT PAYMENT DUE.....	\$ 11,706.12
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 15,700.38

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	2,336.00	
Total approved this Month	10,670.80	
Totals	13,006.80	
NET CHANGES by Change Order	13,006.80	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:   
MKB Construction, Inc.  
State of: Arizona  
County of: Maricopa  
Notary Public:   
My Commission Expires: 7-22-11

Subscribed and sworn to before me this 20th day of January 2009

Notary Public: Andrea J. Harrison  
My Commission Expires: 7-22-11

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation sheet that are changed to conform to the amount certified.)

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under his Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

Page 1 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on the Contacts where variable retainage for the line items may apply.

APPLICATION NO. 236420

APPLICATION DATE: 1/20/2009

PERIOD TO: 1/31/2009

ARCHITECT'S PROJECT NO. 08127

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIAL	TOTAL COMPLETED AND STORED	%	BALANCE TO FINISH	RETAINAGE
			FROM PREV APPLICATION	THIS PERIOD					
1	1st Floor								
2	Framing Labor	7,270.00	7,270.00			7,270.00	100.00		727.00
3	Framing Material	5,639.00	5,639.00			5,639.00	100.00		563.90
4	Drywall Labor	5,452.00	5,452.00			5,452.00	100.00		545.20
5	Drywall Material	3,392.00	3,392.00			3,392.00	100.00		339.20
6	Insulation Labor	1,359.00	1,359.00			1,359.00	100.00		135.90
7	Insulation Material	1,730.00	1,730.00			1,730.00	100.00		173.00
8	Taping Labor	4,323.00	4,323.00			4,323.00	100.00		432.30
9	Taping Material	1,081.00	1,081.00			1,081.00	100.00		108.10
10	Painting Labor	3,301.00	3,301.00			3,301.00	100.00		330.10
11	Painting Material	1,338.00	1,338.00			1,338.00	100.00		133.80
12	2nd Floor								
13	Framing Labor	17,631.00	17,631.00			17,631.00	100.00		1,763.10
14	Framing Material	14,448.00	14,448.00			14,448.00	100.00		1,444.80
15	Drywall Labor	18,440.00	18,440.00			18,440.00	100.00		1,844.00
16	Drywall Material	12,675.00	12,675.00			12,675.00	100.00		1,267.50
17	Insulation Labor	4,434.00	4,434.00			4,434.00	100.00		443.40
18	Insulation Material	5,716.00	5,716.00			5,716.00	100.00		571.60
19	Taping Labor	16,796.00	16,796.00			16,796.00	100.00		1,679.60
20	Taping Material	3,568.00	3,568.00			3,568.00	100.00		356.80
21	Painting Labor	10,974.00	10,974.00			10,974.00	100.00		1,097.40
22	Painting Material	4,430.00	4,430.00			4,430.00	100.00		443.00
23	CO # 1	2,336.00			2,336.00	2,336.00	100.00		233.60
24	JWO # 29407	4,187.40			4,187.40	4,187.40	100.00		418.74

25 JWO # 29403	1,196.40	1,196.40	1,196.40	100.00	119.64
26 JWO # 29404	1,549.40	1,549.40	1,549.40	100.00	154.94
27 JWO # 29406	3,737.60	3,737.60	3,737.60	100.00	373.76

Totals	157,003.80	143,997.00	157,003.80	100.00	15,700.38
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## APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

## TO OWNER:

Opus West Construction Corp.  
2555 E. Camelback Road  
Suite 800  
Phoenix, AZ 85016

## PROJECT:

Mutual of Omaha TI  
9200 E. Pima Center Hwy  
Scottsdale, AZ 85258

## FROM CONTRACTOR:

MKB Construction, Inc.  
450 E. Watkins  
Phoenix, AZ 85004

## VIA ARCHITECT:

APPLICATION NO. 236421  
PERIOD TO: 1/31/2009  
PROJECT NO. 08127  
CONTRACTOR  
ARCHITECT  
OWNER  
CONTRACT DATE: 11/6/2008

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM.....	\$ 143,997.00
2. NET CHANGE BY CHANGE ORDERS.....	\$ 13,006.80
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$ 157,003.80
4. TOTAL COMPLETED AND STORED TO DATE..... (Column G on G703)	\$ 157,003.80
5. RETAINAGE	\$ 0.00
a. % OF Completed Work (Columns D+B on G703)	
b. % OF Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Line 5a + 5b or Total to Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less line 5 Total)	\$ 157,003.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 141,303.42
8. CURRENT PAYMENT DUE.....	\$ 15,700.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	2,336.00	
Total approved this Month	10,670.80	
Totals	13,006.80	
NET CHANGES by Change Order	13,006.80	

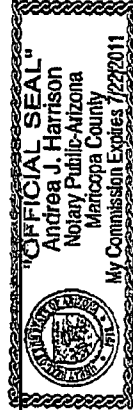
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

MKB Construction, Inc.

State of: Arizona

County of: Maricopa

Subscribed and sworn to before  
me this 20th day of January 2009Notary Public-Andrea J. Harrison  
My Commission Expires: 7-22-11

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation sheet that are changed to conform to the amount certified.)

BY:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under his Contract.



# CONTINUATION SHEET

AIA DOCUMENT G703

Page 1 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on the Contacts where variable retainage for the line items may apply.

APPLICATION NO. 236421

APPLICATION DATE: 1/20/2009

PERIOD TO: 1/31/2009

ARCHITECT'S PROJECT NO. 08127

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION	THIS PERIOD	STORED MATERIAL	TOTAL COMPLETED AND STORED	%	BALANCE TO FINISH	RETAINAGE
1	1st Floor								
2	Framing Labor	7,270.00	7,270.00			7,270.00	100.00		
3	Framing Material	5,639.00	5,639.00			5,639.00	100.00		
4	Drywall Labor	5,452.00	5,452.00			5,452.00	100.00		
5	Drywall Material	3,392.00	3,392.00			3,392.00	100.00		
6	Insulation Labor	1,359.00	1,359.00			1,359.00	100.00		
7	Insulation Material	1,730.00	1,730.00			1,730.00	100.00		
8	Taping Labor	4,323.00	4,323.00			4,323.00	100.00		
9	Taping Material	1,081.00	1,081.00			1,081.00	100.00		
10	Painting Labor	3,301.00	3,301.00			3,301.00	100.00		
11	Painting Material	1,338.00	1,338.00			1,338.00	100.00		
12	2nd Floor								
13	Framing Labor	17,631.00	17,631.00			17,631.00	100.00		
14	Framing Material	14,448.00	14,448.00			14,448.00	100.00		
15	Drywall Labor	18,440.00	18,440.00			18,440.00	100.00		
16	Drywall Material	12,675.00	12,675.00			12,675.00	100.00		
17	Insulation Labor	4,434.00	4,434.00			4,434.00	100.00		
18	Insulation Material	5,716.00	5,716.00			5,716.00	100.00		
19	Taping Labor	16,796.00	16,796.00			16,796.00	100.00		
20	Taping Material	3,668.00	3,668.00			3,668.00	100.00		
21	Painting Labor	10,974.00	10,974.00			10,974.00	100.00		
22	Painting Material	4,430.00	4,430.00			4,430.00	100.00		
23	CO # 1	2,336.00	2,336.00			2,336.00	100.00		
24	JWO # 29407	4,187.40	4,187.40			4,187.40	100.00		

25 JWO # 29403	1,196.40	1,196.40	100.00		
26 JWO # 29404	1,549.40	1,549.40	100.00		
27 JWO # 29406	3,737.60	3,737.60	100.00		

Totals	157,003.80	157,003.80	100.00		
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# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Manual of Omaha T.I. @ Plaza Center V (III) - Building A  
Subcontractor: MCB Construction, Inc.  
Supplier #: 1017412  
Address: 450 East Watkins Street  
Phoenix, AZ 85004  
Phone: (602) 256-6172  
Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2555 E. Camelback Road, # 800  
Phoenix, AZ 85016

Project Number: 97352.25  
Date of Application: 1-20-09  
Application Number: 2  
Period From: 1-1-09  
Period To: 1-31-09

## CONTRACT INFORMATION

ITEM	SALES TAX (\$)(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$143,997.00
OPUS APPROVED CHANGE ORDER # 1 Item # 2		13,000.80
CONTRACT AMOUNT TO DATE TOTAL		\$157,003.80

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 157,003.80  
B Less Retainage 10 % \$ 15,700.38  
C Total Earned Less Retainage (A - B) \$ 141,303.42  
D Less Previous Billings (previous req's line C)  
E Current Payment Due (C - D)  
F Balance to Finish, Plus Retainage (B - A + B)  
G Current Gross Amount Completed This Period

SUBCONTRACTOR: MCB Construction, Inc. Supplier #: 1017412  
BY: [Signature]  
DATE: 1-20-09

## 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 Completed	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
97352.25-F10-00000.00-S	Gypsum Board Systems - Subcontract	\$107,175.00			1+G	A/H		G-K
97352.25-F14-09900.00-S	Painting - Subcontract	\$15,508.00						
97352.25-F10-07204.00-S	Base Insulation - Subcontract	\$17,314.00						
	Total	\$143,997.00	1	G	A	1	K	E

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

## TO OWNER:

Opus West Construction Corp.  
2555 E. Camelback Road  
Suite 800  
Phoenix, AZ 85016

## PROJECT:

Mutual of Omaha TI  
9200 E. Pima Center Pkwy  
Scottsdale, AZ 85258

APPLICATION NO. 236490  
PERIOD TO: 2/28/2009  
PROJECT NO. 08127

OWNER  
ARCHITECT  
CONTRACTOR

## FROM CONTRACTOR:

MKB Construction, Inc.  
450 E. Watkins  
Phoenix, AZ 85004

## VIA ARCHITECT:

CONTRACT DATE: 11/6/2008

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM..... \$ 143,997.00
2. NET CHANGE BY CHANGE ORDERS..... \$ 16,935.00
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 160,932.00
4. TOTAL COMPLETED AND STORED TO DATE..... \$ 160,932.00  
(Column G on G703)
5. RETAINAGE
  - a. % OF Completed Work \$ 0.00  
(Columns D+B on G703)
  - b. % OF Stored Material \$ 0.00  
(Column F on G703)
- Total Retainage (Line 5a + 5b or Total to Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE..... \$ 160,932.00  
(Line 4 less line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate) \$ 157,003.80
8. CURRENT PAYMENT DUE..... \$ 3,928.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

MKB Construction, Inc.

State of: Arizona

County of: Maricopa

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My Commission Expires: \_\_\_\_\_

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation sheet that are changed to conform to the amount certified.)

BY:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under his Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	13,007.80	-0.80
Total approved this Month	3,928.00	
Totals	16,935.80	-0.80
NET CHANGES by Change Order	16,935.00	

# CONTINUATION SHEET

AIA DOCUMENT G703

Page 1 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on the Contacts where variable retainage for the line items may apply.

APPLICATION NO. 236490

APPLICATION DATE: 2/25/2009

PERIOD TO: 2/28/2009

ARCHITECT'S PROJECT NO. 08127

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIAL	TOTAL COMPLETED AND STORED	%	BALANCE TO FINISH	RETAINAGE
			FROM PREV APPLICATION	THIS PERIOD					
1	1st Floor								
2	Framing Labor	7,270.00	7,270.00			7,270.00	100.00		
3	Framing Material	5,639.00	5,639.00			5,639.00	100.00		
4	Drywall Labor	5,452.00	5,452.00			5,452.00	100.00		
5	Drywall Material	3,392.00	3,392.00			3,392.00	100.00		
6	Insulation Labor	1,359.00	1,359.00			1,359.00	100.00		
7	Insulation Material	1,730.00	1,730.00			1,730.00	100.00		
8	Taping Labor	4,323.00	4,323.00			4,323.00	100.00		
9	Taping Material	1,081.00	1,081.00			1,081.00	100.00		
10	Painting Labor	3,301.00	3,301.00			3,301.00	100.00		
11	Painting Material	1,338.00	1,338.00			1,338.00	100.00		
12	2nd Floor								
13	Framing Labor	17,631.00	17,631.00			17,631.00	100.00		
14	Framing Material	14,448.00	14,448.00			14,448.00	100.00		
15	Drywall Labor	18,440.00	18,440.00			18,440.00	100.00		
16	Drywall Material	12,675.00	12,675.00			12,675.00	100.00		
17	Insulation Labor	4,434.00	4,434.00			4,434.00	100.00		
18	Insulation Material	5,716.00	5,716.00			5,716.00	100.00		
19	Taping Labor	16,796.00	16,796.00			16,796.00	100.00		
20	Taping Material	3,568.00	3,568.00			3,568.00	100.00		
21	Painting Labor	10,974.00	10,974.00			10,974.00	100.00		
22	Painting Material	4,430.00	4,430.00			4,430.00	100.00		
23	CO # 1	2,336.00	2,336.00			2,336.00	100.00		
24	CO # 2	4,187.00	4,187.00			4,187.00	100.00		
				-0.40					

